

**First Amendment to  
Agreement Between  
the County of Lake and the Lake County Forest Preserve District  
for the Right of Way and Temporary Easement and  
Compensatory Storage for the Deerfield Road Bike Path Along  
the South Side of Deerfield Road (County Highway 11)**

**This First Amendment to Agreement** (this “First Amendment”) is made as of this \_\_\_\_ day of \_\_\_\_\_ 2017 (the “Effective Date”), by and between the County of Lake, an Illinois body politic and corporate, acting by and through its Chair and County Board (the “County”), and the Lake County Forest Preserve District, an Illinois body politic and corporate, acting by and through its President and Board of Commissioners (the “District”).

**Section 1. Recitals.**

A. The County and the District have previously entered into an agreement dated December 11, 2009 (the “Agreement”), providing for (i) the conveyance by the District to the County of right-of-way and a temporary easement and (ii) construction by the County within such right-of-way and easement, for construction and maintenance of a segment of the Deerfield Road Bike Path along the south side of Deerfield Road (County Highway 11) from Thornmeadow Road westward and across the Des Plaines River bicycle/pedestrian bridge to connect with the existing Des Plaines River Trail (the “Path”).

B. Pursuant to the Agreement, the County currently performs all maintenance of the Path.

C. The District desires to amend the Agreement to allow equestrian use on the Path. The County is willing to allow such equestrian use, if the Agreement is amended to revise the Parties’ maintenance and indemnification obligations, as provided in this First Amendment.

D. The County and the District are public agencies and governmental units within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and are authorized by that Act and Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes, in the manner provided for in this Agreement.

**Section 2. Amendments.**

**A. Section 8.** Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 8:

8. The County shall (i) own the portions of the PATH on County property and (ii) perform, or cause to be performed all maintenance of all portions of the PATH that are not located on District property, except for that portion of the PATH located on County property and generally depicted on EXHIBIT C as the “EQUESTRIAN

COUNTY PORTION” and (iii) perform, or cause to be performed, all CAPITAL MAINTENANCE for the EQUESTRIAN COUNTY PORTION. “CAPITAL MAINTENANCE” includes items such as correcting structural deficiencies in the PATH; replacement, resurfacing, and seal coating of the PATH; maintenance of pavement markings if initially placed by the County; maintenance of guardrail, fences and railings serving the PATH; removal of graffiti from County signage and all other visible surfaces upon notice from the District; re-grading and re-establishment of ditches and removal and replacement of culverts to maintain drainage; upon notice from the District, removal of trees that may be considered dangerous because of disease, split limbs, excessive lean, or similar conditions; replacement and reinstallation of damaged or end-of-life County-owned signage (including all bike path crossing signs and advanced warning signs). The County shall perform, or cause to be performed, CAPITAL MAINTENANCE at no cost to the District in perpetuity.

**B. Section 9.** Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 9:

Notwithstanding any County ordinance, rule, or regulation, the County shall not prohibit the use of the EQUESTRIAN COUNTY PORTION for use by persons riding horses. Upon its completion, the District shall (i) own and be responsible for all maintenance, at no expense to the County, of that portion of the PATH located on District owned property and (ii) perform, or cause to be performed, ROUTINE MAINTENANCE of the EQUESTRIAN COUNTY PORTION. “ROUTINE MAINTENANCE” shall include items such as ensuring daily accessibility; removal of debris, garbage, and animal waste from the PATH; maintenance and replacement of pavement markings if initially placed by the District; removal of graffiti from District signage; repair of potholes, ruts and other abrupt vertical abnormalities in the PATH surface; cleaning landscape waste materials from ditches and culverts to maintain drainage; performing landscaping maintenance such as mowing the grass areas adjacent to the PATH regularly during the growing season; removal of vegetation affecting travel along the PATH or obscuring visibility of signs or limiting sight distance at intersections; where practical, maintaining clear of vegetation or other obstructions the area that is within, and within five (5) feet in of each side of, the impervious portion of the PATH, up to fifteen (15) feet in height above the surface of the PATH (the “MAINTENANCE ZONE”); keeping areas around signs and other PATH appurtenances clear; performing maintenance of any District landscaping enhancements. ROUTINE MAINTENANCE does not include, and the District is not required to perform, but may perform, line-trimming or weed-whipping, as a part of mowing; landscape maintenance of the PATH beyond the MAINTENANCE ZONE; snow plowing, ice removal, and salting (and the District shall repair any damage to the PATH because of snow plowing, ice removal, or salting). The District shall perform, or cause to be performed, ROUTINE MAINTENANCE at no cost to the County in perpetuity.

If the District hires a contractor to perform ROUTINE MAINTENANCE, the District shall notify the County and require each such contractor to provide proof of adequate insurance sufficient to reasonably indemnify the County, its officials, agents, employees, and representatives, and representatives from and against, any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements and demands (collectively, "CLAIMS") arising from and relating to the contractor's alleged negligent performance of the ROUTINE MAINTENANCE. The insurance limits required to be provided by any contractor shall be as reasonably determined by the County.

**C. Section 10.** Section 10 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 10:

- (a) The District shall indemnify, defend and hold harmless the County, its officials, agents, employees and representatives from and against, any and all CLAIMS arising from and relating to the District's negligent performance of ROUTINE MAINTENANCE.
- (b) The County shall indemnify, defend and hold harmless the District, its officials, agents, employees and representatives from and against any and all CLAIMS arising from and relating to the County's negligent performance of CAPITAL MAINTENANCE.
- (c) Nothing in this Section 10 will be deemed to waive any statutory or common law immunity available to either the County or the District.

**Section 3. Exhibit C.**

The Agreement is hereby amended by adding to it Exhibit C in the form attached hereto.

**Section 4. Agreement in Full Force and Effect; Definitions.**

Except as herein modified or amended, the provisions, conditions, and terms of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Capitalized terms used in this First Amendment shall have the same definitions as set forth in the Agreement to the extent such capitalized terms are defined therein and are not defined differently in this First Amendment.

*[Signature Page Follows]*

**Attest:**

**Lake County Forest Preserve District**

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

**Recommended for Execution**

\_\_\_\_\_  
County Engineer/Director of Transportation

**County of Lake**

**Attest:**

By: \_\_\_\_\_  
Chair  
Lake County Board

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

**Exhibit C**

**General Depiction of County Equestrian Portion**

# Exhibit C



## Legend

-  Forest Preserve Property
-  Des Plaines River Trail
-  Forest Preserve Trails
-  Equestrian County Portion

Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351  
[www.lcfd.org](http://www.lcfd.org)

Courtesy Copy Only.  
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

2015 Aerial Photo

Prepared using information from:  
Lake County Department of Information & Technology: GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60085-4357  
847-377-2373

Map Prepared 3 May 2017

