



**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF RIVERWOODS
FOR THE IMPROVEMENTS TO DEERFIELD ROAD (COUNTY HIGHWAY 11)
BETWEEN ILLINOIS ROUTE 21 (MILWAUKEE AVENUE)
AND SAUNDERS ROAD (COUNTY HIGHWAY 58)
INCLUDING WATERMAIN, PEDESTRIAN IMPROVEMENTS,
AND GRANTING OF EASEMENTS**

THIS AGREEMENT is entered into this _____ day of _____, A.D. 2026, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF RIVERWOODS, an Illinois home rule municipal corporation, acting by and through its President and Board of Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

PREAMBLES

WHEREAS,

1. In order to facilitate the free flow of traffic and ensure the safety and welfare of the traveling public, the COUNTY is undertaking certain permanent roadway and non-motorized improvements to Deerfield Road (COUNTY HIGHWAY 11) between Illinois Route 21 (Milwaukee Avenue) and Saunders Road (COUNTY HIGHWAY 58), including road reconstruction, construction of a multi-use path, sidewalk, mid-block crossings, watermain and sanitary sewer modifications, landscaping, and the construction of intersection improvements at Illinois Route 21, Portwine Road, Hoffman Lane, Timberwood Lane, and Saunders Road; and,

2. The above-listed construction work items, plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENT. The IMPROVEMENT shall also be referred to as COUNTY Section 15-00038-07-WR in which its location and limits are generally depicted in the attached EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

3. The IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Christopher B. Burke Engineering (hereinafter PLANS), which, by reference herein, hereby become a part hereof. As of this writing, the current iteration of the PLANS are those dated January 19, 2026 (pre-final version); and,

4. The VILLAGE owns and maintains (a) certain potable water facilities within the project limits in conflict with the proposed IMPROVEMENT, including watermain, hydrants, valves, vaults, services, manholes and other miscellaneous appurtenances (hereinafter WATERMAIN), and (b) certain sanitary sewer facilities within the project limits in conflict with the proposed IMPROVEMENT, including sanitary sewer main, vaults, services, manholes and other miscellaneous appurtenances (hereinafter SANITARY

SEWER) with for which modification is necessary in order to accommodate the construction of the IMPROVEMENT; and,

5. In lieu of performing the relocation work itself, the VILLAGE is desirous that the COUNTY modifies the WATERMAIN and SANITARY SEWER as part of the IMPROVEMENT, as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

6. The VILLAGE is desirous that the COUNTY includes the construction of concrete sidewalk as follows: (a) along the north side of Deerfield Road (COUNTY HIGHWAY 11) from Illinois Route 21 (Milwaukee Avenue) to Chicory Lane; (b) along the east side of Milwaukee Avenue from the Thorton's Entrance to north of the Riverwoods Medical Center Driveway; (c) along the west side of Saunders Road (COUNTY HIGHWAY 58) from Thorngate Park north to Deerfield Road (COUNTY HIGHWAY 11), including within the COUNTY EASEMENT (as defined below); and (d) along the east side of Saunders Road (COUNTY HIGHWAY 58) from VILLAGE Limits north to Deerfield Road (COUNTY HIGHWAY 11), inclusive of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter SIDEWALK) as part of the IMPROVEMENT, as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

7. The VILLAGE is desirous that the COUNTY includes the construction of mid-block crossings, (hereinafter MID-BLOCK CROSSINGS) as part of the IMPROVEMENT, at the intersections of Deerfield Road (COUNTY HIGHWAY 11) and Hoffman Lane and at Deerfield Road (COUNTY HIGHWAY 11) and Timberwood Lane, including the installation of signage, pavement markings and Rapid Rectangular Flashing Beacons (hereinafter RRFB), as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

8. The WATERMAIN, SANITARY SEWER, SIDEWALK, and MID-BLOCK CROSSINGS shall collectively be known as VILLAGE-owned facilities (hereinafter VILLAGE FACILITIES); and,

9. The estimated division of costs to the parties hereto associated with VILLAGE FACILITIES within the IMPROVEMENT are stipulated in the estimate that is attached as EXHIBIT B to THIS AGREEMENT and hereby made a part hereof; and,

10. As part of the IMPROVEMENT, it is necessary to remove existing trees within the right-of-way that are in conflict with the IMPROVEMENT and, due to limited space, replacement of these trees within the right-of-way is not practicable; and

11. The VILLAGE has developed a series of woodland programs for management of its trees and native woodlands and agrees to mitigate the tree removal resulting from the IMPROVEMENT by installing replacement trees in conjunction with woodland restoration at various locations within the VILLAGE in accordance with the principles of the ecological cost share programs authorized in Chapter 9 of Title 4 of the Riverwoods Village Code (Ordinance No. 16-02-03, passed 2-2-2016) which, by reference herein, hereby become a part hereof, and the Illinois Department of Transportation approved Tree Mitigation Plan, attached as Exhibit C to THIS AGREEMENT, and the COUNTY agrees to pay to the VILLAGE the cost of these replacement trees as stipulated hereafter (hereinafter TREE REPLACEMENT CREDIT); and

12. The IMPROVEMENT includes replacement and modernization of the permanent traffic control signals, equipment with interconnection to the COUNTY's Program for Arterial Signal Synchronization and Travel Guidance (hereinafter PASSAGE) and emergency vehicle pre-emption system, at the intersection of Deerfield Road (COUNTY HIGHWAY 11) and Portwine Road (hereinafter TRAFFIC SIGNAL); and,

13. The installation, energy, maintenance and future costs for the TRAFFIC SIGNAL included with the IMPROVEMENT are as detailed hereafter in THIS AGREEMENT; and,

14. The VILLAGE holds a 10' public sidewalk easement (as established in the subdivision plat of Riverwoods Retail Development, recorded as Doc #6277862), as depicted across LOT 1 and LOT 2 as shown on said plat (hereinafter VILLAGE EASEMENT), such plat of subdivision being attached as EXHIBIT D-1 to THIS AGREEMENT, and such VILLAGE EASEMENT was granted to the VILLAGE and its assigns; and,

15. To facilitate the COUNTY's construction of an eight foot (8') multi-use path, as part of the IMPROVEMENT and which will thereafter be owned and maintained by the COUNTY, the VILLAGE is desirous of assigning its rights under the VILLAGE EASEMENT to the COUNTY pursuant to the ASSIGNMENT OF RIGHTS UNDER PUBLIC SIDEWALK EASEMENT attached as EXHIBIT D-2 (MULTI-USE PATH ASSIGNMENT) to THIS AGREEMENT; and,

16. The VILLAGE holds title to certain real estate (identified as OUTLOT A in the plat of subdivision for Riverwoods Retail Development recorded as Doc #6277862), and as further documented as OUTLOT A on the Plat of Highways for the IMPROVEMENT (the Plat of Highways is attached as EXHIBIT E to THIS AGREEMENT); and,

17. The COUNTY is desirous that the VILLAGE provide direct access for certain real estate adjacent to OUTLOT A, to maintain access for such adjacent property to Deerfield Road upon completion of the IMPROVEMENT, and is desirous that the VILLAGE convert a portion of OUTLOT A as necessary for such purpose into VILLAGE right-of-way (hereinafter RIGHT-OF-WAY); and,

18. The COUNTY has acquired a certain permanent easement (as established in Doc #8002157), as documented on the Plat of Highways as 1030040PE-A (hereinafter COUNTY EASEMENT) for the purposes of construction a paved surface connecting to an access road serving the Thorngate reservoir within the project limits, and upon completion of such improvement, the COUNTY desires to assign its right, title and interest under the COUNTY EASEMENT to the VILLAGE and convey the improvement constructed thereon to the VILLAGE, to become part of the VILLAGE FACILITIES; and,

19. The COUNTY anticipates the use of federal Congestion, Mitigation Air Quality Program (CMAQ) funds, Surface Transportation Program (STP) funds, and Transportation Alternative Program (TAP) funds (hereinafter FEDERAL FUNDS) for the IMPROVEMENT; and,

20. The Chicago Metropolitan Agency for Planning (CMAP), which is the designated metropolitan planning organization for northeastern Illinois, facilitates the distribution of these FEDERAL FUNDS; and,

21. The Illinois Department of Transportation (IDOT) is the implementing agency for these FEDERAL FUNDS; as such, IDOT will let the IMPROVEMENT. These FEDERAL FUNDS normally cover up to

eighty percent (80%) of the construction costs for federally eligible items, but the total amount of these FEDERAL FUNDS available for the IMPROVEMENT may be fixed; and,

22. The IMPROVEMENT as heretofore described will be constructed in accordance with the approved plans, specifications, estimates and construction contract, and may include construction items on VILLAGE FACILITIES that are not eligible for federal aid; and,

23. The COUNTY and the VILLAGE entered into the AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF RIVERWOODS CONCERNING THE CONVEYANCE OF PROPERTY AND SITE IMPROVEMENTS AT 3750 W. DEERFIELD ROAD NECESSARY FOR THE UPCOMING ROADWAY IMPROVEMENTS TO DEERFIELD ROAD FROM MILWAUKEE AVENUE TO SAUNDER ROAD effective on 10/1/2024 (hereinafter PRIOR AGREEMENT) stipulating certain property conveyances and proposed site improvements at 3750 W. Deerfield Road in Riverwoods, Illinois, related to the IMPROVEMENT (hereinafter OFFSITE IMPROVEMENTS); and,

25. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and,

26. Said IMPROVEMENT to Deerfield Road (COUNTY HIGHWAY 11) as heretofore described will be of immediate benefit to the residents of the COUNTY and the VILLAGE;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the COUNTY and the VILLAGE do hereby enter into the following:

**SECTION I.
Recitals/Headings**

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the “headings” as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

**SECTION II.
The Design and Construction of the IMPROVEMENT,
VILLAGE Reimbursement to the COUNTY
and Maintenance of the VILLAGE FACILITIES**

1. The COUNTY agrees to prepare, or cause to be prepared, the PLANS for the IMPROVEMENT, including necessary surveys, design engineering plans and specifications and contract letting documents, in accordance with Lake County Division of Transportation (LCDOT) policies and standards, as approved by IDOT. The VILLAGE shall have the opportunity to review and approve

said PLANS with respect to VILLAGE FACILITIES. Said review and approval of the PLANS by the VILLAGE shall not be unreasonably withheld.

2. It is mutually agreed by and between the parties hereto that the IMPROVEMENT will be let, administered and awarded by IDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is September 18, 2026. (The letting date is subject to change, without notice to the VILLAGE, and is dependent upon project readiness and the availability of project funding.)
3. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, as approved by IDOT, with reimbursement by the VILLAGE for the VILLAGE share of costs, as specified in EXHIBIT B and as otherwise provided in THIS AGREEMENT
4. The COUNTY agrees to prepare, or cause to be prepared, all necessary documents for, and acquire any rights-of-way or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or easements, either permanent or temporary. The COUNTY further agrees to record all COUNTY Highway rights-of-way and permanent easements that may be acquired in connection with the IMPROVEMENT.
5. It is mutually agreed by and between the parties hereto that the WATERMAIN and SANITARY SEWER information depicted on the PLANS, including size, material and location, is based on field surveys and information provided to the COUNTY by the VILLAGE and has been verified by the VILLAGE to be accurate.
6. It is mutually agreed by and between the parties hereto that during construction of the IMPROVEMENT, the COUNTY shall coordinate the WATERMAIN and SANITARY SEWER work and any required service interruptions with the VILLAGE and the VILLAGE shall be responsible to coordinate any effect of this work with its residents and businesses.
7. It is mutually agreed by and between the parties hereto that during construction of the IMPROVEMENT, the VILLAGE shall oversee the installation and supply field engineering/inspection assistance to the COUNTY and the COUNTY's contractor(s), as it relates to the WATERMAIN and SANITARY SEWER work. The COUNTY will be responsible for general construction oversight of the WATERMAIN and SANITARY SEWER work including taking field measurements to establish final contract quantities.
8. The COUNTY agrees to construct the VILLAGE FACILITIES in accordance with the PLANS, with reimbursement by the VILLAGE for the VILLAGE share of costs, as specified in EXHIBIT B and as otherwise provided in THIS AGREEMENT.
9. It is mutually agreed by and between the parties hereto that the COUNTY has prepared the PLANS so as to be eligible for federal funding.

10. It is mutually agreed by and between the parties hereto that as of this writing the WATERMAIN and SANITARY SEWER proposed within the VILLAGE is anticipated to be funded using local funds as the amount of federal funding allocated to the project is fixed and the total IMPROVEMENT costs have surpassed the maximum amount of federal funding available.

If additional federal funding is available for the IMPROVEMENT, at the discretion of the COUNTY's County Engineer, the VILLAGE's share of the WATERMAIN and SANITARY SEWER construction costs may be reduced. If favorable bids are received for the IMPROVEMENT, the estimate of costs specified in EXHIBIT B shall be reduced accordingly such that the VILLAGE's share of reimbursement is tied to actual costs incurred.

11. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS (hereinafter NON-MOTORIZED POLICY), sets forth a standardized cost-sharing arrangement between the COUNTY and municipalities for municipal sidewalk and multi-use path within COUNTY Highway rights-of-way.
12. The VILLAGE agrees that the sharing of costs for the installation of SIDEWALK and MID-BLOCK CROSSINGS, shall be in accordance with the current NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering and construction of the SIDEWALK and MID-BLOCK CROSSINGS with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of these costs, as provided in EXHIBIT B; provided, however, if federal funding is available to cover the cost of these items, the VILLAGE share of construction costs for the SIDEWALK and MID-BLOCK CROSSINGS may be reduced to as low as four percent (4%). The VILLAGE share as specified in EXHIBIT B considers federal funding is available to cover eighty percent (80%) of these items. The VILLAGE acknowledges that its share could increase based on the availability of federal funding.
13. The VILLAGE agrees to mitigate the tree removal resulting from the IMPROVEMENT by installing replacement trees at various locations within the VILLAGE and implementing woodland restoration in accordance with the principles of the ecological cost share programs authorized in Chapter 9 of Title 4 of the Riverwoods Village Code (Ordinance No. 16-02-03, passed 2-2-2016) which, by reference herein, hereby become a part hereof, and in general conformance with the IDOT approved Tree Mitigation Plan depicted in EXHIBIT C, that was the result of IDOT's Natural Resource Review (NRR). It is mutually agreed by and between the parties hereto that the COUNTY will apply the TREE REPLACEMENT CREDIT towards the VILLAGE's obligation for VILLAGE FACILITIES as specified in EXHIBIT B.
14. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for VILLAGE FACILITIES constructed as a part of the IMPROVEMENT, less the TREE REPLACEMENT CREDIT, is \$928,008.49, as specified in EXHIBIT B and as otherwise provided herein, but such total obligation of the VILLAGE is contingent upon the amount of available federal funding.
15. The VILLAGE further agrees that upon award of the construction contract, estimated to be December 1, 2026, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, an initial payment for part of its obligation for the VILLAGE FACILITIES. It is agreed the VILLAGE shall owe to the COUNTY a lump sum amount based on awarded contract

unit prices for forty-five percent (45%) of the cost for the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$417,603.82.

The VILLAGE further agrees to pay the remaining balance of its obligation for the VILLAGE FACILITIES as follows:

- a. Forty five percent (45%) of the VILLAGE's remaining obligation shall be due after December 1st, 2027, within thirty (30) days of the receipt of an invoice from the COUNTY. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$417,603.82.
 - b. The VILLAGE agrees to pay the final ten percent (10%) of the VILLAGE's obligation after December 1, 2028, or upon completion of the project whichever is later, within thirty (30) days of the receipt of an invoice from the COUNTY and acceptance of the VILLAGE FACILITIES by the VILLAGE. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$92,800.85.
16. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue maintenance and jurisdictional responsibility over Deerfield Road (COUNTY HIGHWAY 11) and Saunders Road (COUNTY HIGHWAY 58) and the VILLAGE shall continue and/or assume ownership and maintenance responsibility of the VILLAGE FACILITIES constructed as part of this IMPROVEMENT.
 17. It is further mutually agreed by and between the parties hereto that the VILLAGE must submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by September 1, 2026, for the VILLAGE FACILITIES within COUNTY highway right-of-way, the acceptance of which shall not be unreasonably withheld by the COUNTY. The MUNICIPAL ACCEPTANCE FORM is attached as EXHIBIT F to THIS AGREEMENT, which, by reference herein, is hereby made part hereof.
 18. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE shall perform its maintenance on the VILLAGE FACILITIES within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current LCDOT Traffic Control Standards.

SECTION III.

The Design and Construction of the OFFSITE IMPROVEMENTS located at 3750 W. Deerfield Road

1. Section III of this AGREEMENT is meant to clarify that the original division of duties for constructing OFFSITE IMPROVEMENTS is modified from that in the PRIOR AGREEMENT as provided by paragraph 2 below because the parties have determined that the most efficient way

to proceed is with the new division. The COUNTY and the VILLAGE mutually agree that the terms and conditions outlined in Section III of THIS AGREEMENT shall supersede the PRIOR AGREEMENT and in the event of a conflict between Section III of THIS AGREEMENT and the PRIOR AGREEMENT, Section III of THIS AGREEMENT shall control; and

2. It is mutually agreed by and between the parties hereto that the OFFSITE IMPROVEMENTS shall be constructed as follows:
 - a. The VILLAGE agrees to cause the compensatory storage and detention basin located at the northeast corner of the subject property, including the outfall, storm sewer and outlet control structure, to be substantially completed by the start of the County's IMPROVEMENT project, anticipated to be December 1, 2026.
 - b. The COUNTY agrees to construct the compensatory storage and detention basin located at the southwest corner of the property, including the culvert connecting the two basins, as part of the IMPROVEMENT.
 - c. All provisions of the PRIOR AGREEMENT providing for the COUNTY reimbursement of design fees and construction costs incurred by the VILLAGE (other than such as were specifically assigned to the VILLAGE) remain in force. The parties will cooperate in good faith to resolve coordination and scope of work issues relating to the new division.
3. The VILLAGE agrees to prepare and convey to the COUNTY, by or before July 10, 2026, the MODIFIED PERMANENT EASEMENT (as defined in the PRIOR AGREEMENT), which may be accomplished by the recording of a plat of subdivision with the appropriate easement delineation and restrictive provisions.
4. The COUNTY agrees to prepare and provide to the VILLAGE the MODIFIED TEMPORARY EASEMENT (as defined in the PRIOR AGREEMENT) and the VILLAGE agrees to make a good faith effort to coordinate execution of said easement by the Lincolnshire-Riverwoods Fire Protection District by or before July 1, 2026.

SECTION IV.

The Construction, Maintenance and Future Costs of the TRAFFIC SIGNAL and Rapid Rectangular Flashing Beacons (RRFB)

1. It is mutually agreed by and between the parties hereto that the COUNTY will improve the TRAFFIC SIGNAL as part of the IMPROVEMENT without reimbursement from the VILLAGE and the TRAFFIC SIGNAL shall be the sole and exclusive property of the COUNTY.
2. The VILLAGE agrees that upon completion of the IMPROVEMENT, the COUNTY shall have the sole and exclusive right to control, operate, and regulate the sequence and all other aspects of the timing of the TRAFFIC SIGNAL.

3. It is mutually agreed by and between the parties hereto that upon completion of the IMPROVEMENT, the COUNTY will be responsible for the maintenance and communications for the TRAFFIC SIGNAL, subject to reimbursement by the VILLAGE as hereinafter stipulated.
4. The VILLAGE agrees that upon completion of the IMPROVEMENT, the COUNTY will include maintenance of the RRFB in the COUNTY's Traffic Signal Maintenance Contract, subject to reimbursement by the VILLAGE as hereinafter stipulated.
5. It is mutually agreed by and between the parties hereto that the "Master Agreement Between the County of Lake and Village of Riverwoods for Energy Costs, Maintenance Costs, and Future Costs Associated with County-Owned and Village-Owned Traffic Control Devices" shall govern energy, maintenance and future costs associated with the TRAFFIC SIGNAL and RRFB devices located within the limits of the IMPROVEMENT that are subject to THIS AGREEMENT. Said Master Agreement by reference herein is hereby made a part hereof.

**SECTION V
ASSIGNMENT OF EASEMENTS, CONVERSION AND
CONVEYANCE OF VILLAGE PROPERTY**

1. The VILLAGE, as assignor, and the COUNTY, as assignee, shall execute and deliver for recording the MULTI-USE PATH ASSIGNMENT to transfer the VILLAGE EASEMENT to the COUNTY in perpetuity, in accordance with THIS AGREEMENT for the following purposes: (a) constructing a multi-use path within the IMPROVEMENT and (b) for future routine and capital maintenance responsibilities for the multi-use path . The parties agree that the execution of said document shall be completed by or before July 1, 2026.
2. The VILLAGE agrees to convert said VILLAGE PROPERTY to VILLAGE Right-of-Way to provide necessary access to adjacent properties. The VILLAGE agrees to execute and record any documents necessary to effectuate the conversion of VILLAGE PROPERTY to VILLAGE Right-of-Way by or before October 1, 2026, provided that the VILLAGE shall not be in breach of the provisions hereof if such conversion is delayed or prevented by third party claims, but the Village will endeavor in good faith to resolve any such claims and if necessary file suit to do so; provided, further, the Village shall not be obligated to file suit or pay an amount in settlement of such potential claims without first having an agreement for reimbursement by the County of its fees and the payment of any such settlement.
3. The COUNTY agrees that upon completion of the improvement within the COUNTY EASEMENT, the COUNTY shall assign its right, title and interest in the easement described as 1030040PE-A in Doc #8002157 to the VILLAGE, in perpetuity, in accordance with THIS AGREEMENT for the purpose of maintaining VILLAGE FACILITIES. Such assignment shall be effectuated by means of an assignment of easement (COUNTY ASSIGNMENT) in form mutually agreeable to the parties.
4. The County agrees to record the above-referenced MULTI-USE PATH ASSIGNMENT and COUNTY ASSIGNMENT.

SECTION VI
General Provisions

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever, or the COUNTY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the VILLAGE for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY, and vice versa, with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on the first day of the month that follows the date that the last authorized agent of the parties hereto affixes his/her signature.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in the Circuit Court of Lake County by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.

8. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. Except where otherwise provided in THIS AGREEMENT, the term THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both parties.
12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by July 1, 2029. In such event, the COUNTY will execute and record a document, in form reasonably satisfactory to the VILLAGE, cancelling the MULTI-USE PATH ASSIGNMENT and MUNICIPAL ACCEPTANCE FORM.
13. The following Exhibits are made a part of THIS AGREEMENT:
 - Exhibit A -- DEPICTION OF PROJECT LOCATION, AND VILLAGE FACILITIES INCLUDED IN THE IMPROVEMENT
 - Exhibit B -- ESTIMATED DIVISION OF COST DEERFIELD ROAD (COUNTY HIGHWAY 11) BETWEEN ILLINOIS ROUTE 21 (MILWAUKEE AVENUE) TO SAUNDERS ROAD (COUNTY HIGHWAY 58) VILLAGE OF RIVERWOODS 15-00038-07-WR
 - Exhibit C -- IDOT APPROVED TREE MITIGATION PLAN
 - Exhibit D-1 -- PLAT OF SUBDIVISION FOR RIVERWOODS RETAIL DEVELOPMENT
 - Exhibit D-2 -- ASSIGNMENT OF PUBLIC SIDEWALK EASEMENT
 - Exhibit E -- PLAT OF HIGHWAYS
 - Exhibit F -- MUNICIPAL ACCEPTANCE FORMS

[Signature Page Follows]

VILLAGE OF RIVERWOODS

ATTEST:

VILLAGE Clerk
VILLAGE of Riverwoods

By: _____

Mayor
VILLAGE of Riverwoods

Date: _____

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation/ County Engineer
Lake County

ATTEST:

Clerk
Lake County

COUNTY OF LAKE

By: _____

Chair
Lake County Board

Date: _____

EXHIBIT B
ESTIMATED DIVISION OF COST
DEERFIELD ROAD (COUNTY HIGHWAY 11) BETWEEN
ILLINOIS ROUTE 21 (MILWAUKEE AVENUE) TO SAUNDERS ROAD (COUNTY HIGHWAY 58)
VILLAGE OF RIVERWOODS
15-00038-07-WR

	Total Cost	Federal Share	COUNTY Share	VILLAGE Share
WATERMAIN Construction	\$ 1,039,280.00	\$ -	\$ -	\$ 1,039,280.00
WATERMAIN Design Engineering (7% of construction)	\$ 72,749.60	\$ -	\$ -	\$ 72,749.60
WATERMAIN Construction Engineering (10% of construction)	\$ 103,928.00	\$ -	\$ -	\$ 103,928.00
WATERMAIN Total Costs	\$ 1,215,957.60	\$ -	\$ -	\$ 1,215,957.60

	Total Cost	Federal Share	COUNTY Share	VILLAGE Share
SANITARY SEWER Construction	\$139,617.50	\$ -	\$ -	\$139,617.50
SANITARY SEWER Design Engineering (7% of construction)	\$9,773.23	\$ -	\$ -	\$9,773.23
SANITARY SEWER Construction Engineering (10% of construction)	\$13,961.75	\$ -	\$ -	\$13,961.75
SANITARY SEWER Total Costs	\$163,352.48	\$ -	\$ -	\$163,352.48

SIDEWALK & MID-BLOCK CROSSING Construction	\$ 333,762.35	\$ 267,009.88	\$ 53,401.98	\$ 13,350.49
SIDEWALK & MID-BLOCK CROSSING Design Engineering (7% of construction)	\$ 23,363.36	\$ -	\$ 18,690.69	\$ 4,672.67
SIDEWALK & MID-BLOCK CROSSING Construction Engineering (10% of construction)	\$ 33,376.24	\$ -	\$ 26,700.99	\$ 6,675.25
SIDEWALK & MID-BLOCK CROSSING Total Costs	\$ 390,501.95	\$ 267,009.88	\$ 98,793.66	\$ 24,698.41

VILLAGE FACILITIES Subtotal	\$ 1,769,812.03	\$ 267,009.88	\$ 98,793.66	\$ 1,404,008.49
TREE REPLACEMENT CREDIT (COUNTY to VILLAGE)	\$ -	\$ -	\$ 476,000.00	\$ (476,000.00)
VILLAGE FACILITIES Total	\$ 1,769,812.03	\$ 267,009.88	\$ 574,793.66	\$ 928,008.49

Estimated costs are based on the current Engineer's Estimate of Probable Cost. Actual costs will be based on bid prices, availability of federal funds and actual work performed during construction.

**EXHIBIT C
IDOT TREE MITIGATION PLAN**



Division of Transportation

Shane E. Schneider, P.E.
Director of Transportation/County Engineer

600 West Winchester Road
Libertyville, Illinois 60048-1381
Phone 847 377 7400
Fax 847 984 5888

**Tree Mitigation Plan
Deerfield Road Reconstruction (IL Route 21 to Saunders/Riverwoods Road)
Section No.: 15-00038-07-WR**

May 8, 2026

Mr. Jose Rios, P.E.
Region One Engineer
Illinois Department of Transportation
201 West Center Court
Schaumburg, IL 60196

Attn: Mr. David Herman, P.E.

Dear Mr. Herman:

As you are aware, the Lake County Division of Transportation (LCDOT) is proposing to reconstruct a two-mile section of existing Deerfield Road from Milwaukee Avenue (IL 21/US 45) to Saunders/ Riverwoods Road, in Lake County, Illinois. Existing Deerfield Road is one lane in each direction with open drainage ditches. The proposed improvements include a third lane (flush median), curb & gutter, drainage improvements, Des Plaines River bridge rehabilitation, multi-use path, utility relocations, proposed force main & lift station, installation of retaining walls, parking lot reconstruction/ resurfacing, auxiliary lane additions at two signalized intersections, and through lane/ auxiliary lane additions at one intersection.

The Deerfield Road Environmental Assessment (EA) was signed on March 23, 2021, and the Finding of No Significant Impact (FONSI) was signed on June 22, 2022.

Potential impacts to natural resources were evaluated in the EA and have been coordinated with the Illinois Department of Transportation (IDOT) – Natural Resources Unit (NRU). As part of the review, IDOT-NRU coordinated with the Illinois Department of Natural Resources (IDNR) and the US Fish & Wildlife Service (USFWS). IDOT-NRU completed a Natural Resources Review (NRR) for the project as part of Preliminary Engineering during the preparation of the EA. The NRR has subsequently been updated for Final Design (dated January 21, 2026) and IDOT has cleared the project for Letting with respect to Natural Resources. The NRR includes several commitments that LCDOT is to implement to minimize adverse environmental impacts. One of the commitments pertains to tree mitigation. Based on tree surveys completed for this project and the latest project design, it is anticipated that the proposed improvements will result in the removal of approximately 680 trees.

The NRR states that trees shall be replaced in accordance with IDOT Departmental Policy D&E-18 (Preservation & Replacement of Trees). Specific details are provided below. Based on coordination with the IDOT Bureau of Local Roads & Streets (BLRS), tree mitigation may be completed outside of the Section Number 15-00038-07-WR contract limits by another local agency, if necessary, under a separate Intergovernmental Agreement (IGA).

www.lakecountyil.gov/transportation

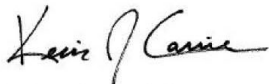
The majority of the project crosses through the Village of Riverwoods. As part of the FONSI, LCDOT committed to coordinate with the Village of Riverwoods and develop a tree mitigation plan to replace impacted trees where practicable and feasible. The EA acknowledged that there would be limited planting space within the proposed right-of-way and easement areas along the project corridor. As such, LCDOT and the Village of Riverwoods are preparing an IGA to accomplish the proposed tree mitigation.

The proposed tree mitigation plan will be in accordance with the Village of Riverwoods existing woodland restoration program, specifically Chapter 9 of Title 4 of the Village Code, which requires ecological stewardship of the extensive native woodlands found in the Village. The plan will adhere to the following guidelines:

- **Quantity of Trees to be Replaced:** 680 trees
To be planted to the extent practicable and consistent with the Village’s woodland restoration program and ecological management best practices.
- **Replacement Ratio per D&E-18**
 - 1:1 when planting balled & burlapped trees, and
 - 3:1 when planting seedlings.
- **Locations:** Trees shall be planted where practicable throughout the project corridor (consistent with the standards of highway safety and maintenance considerations) and throughout the Village of Riverwoods (multiple site locations shall be allowed). Locations within one (1) mile of the project corridor are preferred. However, potential sites that would benefit from tree plantings (as determined by the Village’s arborist or community need) shall supersede the distance preference.
- **Timing:** Tree replacement and restoration activity shall begin following selection of mitigation sites and concurrent with construction activities/final stabilization, to the extent practicable. Due to the number of replacement trees and the anticipated need to locate potential planting sites beyond the project corridor, the goal shall be to complete all tree mitigation plantings within three (3) years of Deerfield Road construction-related final stabilization. Based on current project schedule, a September 2026 Letting is anticipated with a Substantial Completion Date by April 2029. LCDOT, in conjunction with the Village of Riverwoods, shall coordinate with IDOT if additional time is required to complete the tree mitigation activities due to difficulties with site selection, availability of replacement tree species, or other adverse conditions.

Thank you for your consideration on this matter. If you have any questions or comments, please contact Chuck Gleason, LCDOT Manager of Capital Project Development, at (847) 377-7447 or cgleason@lakecountyil.gov.

Sincerely,



Kevin J. Carrier, P.E.
Assistant County Engineer – Capital Program

www.lakecountyil.gov/transportation

EXHIBIT D-2
ASSIGNMENT OF PUBLIC SIDEWALK EASEMENT

Assignor Village of Riverwoods
Address 300 Portwine Road
 Riverwoods, IL 60015
Route Deerfield Rd
 COUNTY Section 15-00038-07-WR
County Lake
P.I.N. No. 15-35-105-002 (part)
 15-35-105-003 (part)

ASSIGNMENT OF RIGHTS
UNDER PUBLIC SIDEWALK EASEMENT

Pursuant to this Assignment of Rights Under Public Sidewalk Easement (ASSIGNMENT), the VILLAGE OF RIVERWOODS, an Illinois home rule municipal corporation (ASSIGNOR), with an address of 300 Portwine Road, Riverwoods, Illinois 60015, by these presents does hereby grant, sell, convey, transfer, and assign unto COUNTY OF LAKE, an Illinois body politic and corporate (ASSIGNEE), with a mailing address of 600 West Winchester Road, Libertyville, Illinois 60048, on an as-is, where-is basis, with all faults, without representation or warranty of any kind, all of the right, title, and interest of ASSIGNOR in and to the 10' public sidewalk easement (EASEMENT), as created by the Final Plat of Riverwoods Retail Development, recorded in Lake County, Illinois on December 5, 2007 as document 6277862 (PLAT), for purposes of installing, maintaining, repairing and replacing a multi-use path and appurtenant improvements which are part of the improvement to Deerfield Road referred to as COUNTY Section 15-00038-07-WR. The EASEMENT is legally described in Exhibit A attached hereto.

This ASSIGNMENT is made pursuant to the "Agreement between the County Of Lake and the Village of Riverwoods Concerning The Conveyance Of Property And Site Improvements At 3750 W. Deerfield Road Necessary For The Upcoming Roadway Improvements To Deerfield Road From Milwaukee Avenue To Saunders Road" dated September 19, 2024, as amended, the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution.

Grantee's use of the EASEMENT shall be subject to the following terms and conditions:

1. This ASSIGNMENT shall be perpetual unless and until such time as the EASEMENT is abandoned by ASSIGNEE, in which event this ASSIGNMENT shall terminate and all right, title and interest of ASSIGNEE in the EASEMENT shall be released and thereafter ASSIGNOR shall have and may exercise all rights in and to the EASEMENT as established by the PLAT.
2. ASSIGNEE shall exercise its rights in and to the EASEMENT in accordance with the conditions set forth in the PLAT. In addition, Assignee shall keep the multi-use path and improvements in the EASEMENT in a safe condition for use by the Public, not creating any hazardous conditions, and provide any special maintenance which may

include cleaning ice and snow from sidewalks or bike paths or additional mowing of adjacent turf.

3. ASSIGNOR reserves subsurface rights as may exist now or be granted in the future to traverse under the EASEMENT for the installation and operation of its water and sewer mains provided that such use does not unreasonably interfere with the use of the EASEMENT as a multi-use path.
4. ASSIGNEE assumes and agrees to release, acquit and waive any rights which the ASSIGNEE may have against the ASSIGNOR for any bodily injury, including death, and damage to property that may arise directly or indirectly from the use of the EASEMENT by ASSIGNEE, its employees, agents and contractors.
5. ASSIGNEE shall indemnify, hold harmless, defend, and release ASSIGNOR, its officials, officers, agents, and employees from and against any alleged loss, claim, damage, and expense (including, without limitation, attorneys' fees and litigation costs) that may be alleged or asserted against any of those parties in connection with ASSIGNEE'S work in or about the EASEMENT or the use of the EASEMENT by the Public (collectively, INDEMNIFIED CLAIMS) regardless of any limitations of insurance coverage; however, this indemnity will not apply to the extent any INDEMNIFIED CLAIMS are caused by the willful misconduct or gross negligence of ASSIGNOR.
6. This ASSIGNMENT shall be governed by and construed in accordance with the laws of the State of Illinois.
7. This ASSIGNMENT may not be amended or modified in any respect whatsoever except by an instrument in writing that is signed by all parties to this ASSIGNMENT.
8. This ASSIGNMENT constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations, discussions, writings and agreements between them in connection herewith.
9. This ASSIGNMENT shall constitute a covenant which runs with the land, and shall be binding upon the legal representatives, successors and assigns of the parties hereto, subject to the terms and conditions stated herein.

[signature page follows]

Dated this ___ day of _____, 2026.

ASSIGNOR:

VILLAGE OF RIVERWOODS

By: _____
Kristine L. Ford, Village President

Attest: _____
Danice Moore, Village Clerk

ASSIGNEE:

COUNTY OF LAKE

By: _____
Shane E. Schneider, P.E.,
Lake County Director of Transportation/ County Engineer

This instrument was prepared by and after
recording, return to:

Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL 60048-1381

ACKNOWLEDGMENTS

State of Illinois)
) ss
County of Lake)

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that Kristine L. Ford and Danice Moore, respectively the Village President and Village Clerk of the Village of Riverwoods, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2026.

(SEAL)

Notary Public

My Commission Expires: _____

State of Illinois)
) ss
County of Lake)

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that Shane E. Schneider, the Lake County Director of Transportation/ County Engineer, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2026.

(SEAL)

Notary Public

EXHIBIT A

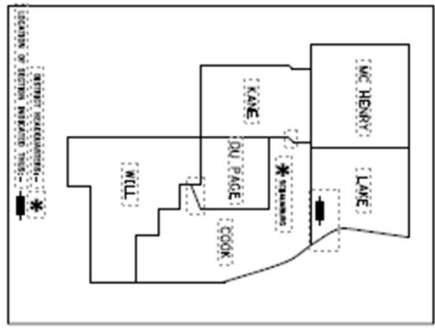
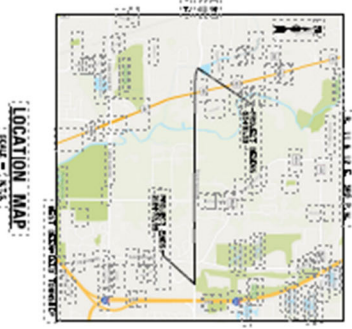
LEGAL DESCRIPTION OF EASEMENT PREMISES

THE NORTH TEN (10) FEET OF LOTS 1 AND 2 IN RIVERWOODS RETAIL DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 2007 AS DOCUMENT 6277862, IN LAKE COUNTY, ILLINOIS.

**EXHIBIT E
PLAT OF HIGHWAYS**

SECTION	OWNER	ACRES	REMARKS
15-00038-07-01	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-02	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-03	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-04	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-05	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-06	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-07	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-08	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-09	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-10	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-11	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-12	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-13	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-14	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-15	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-16	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-17	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-18	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-19	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-20	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-21	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-22	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-23	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-24	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-25	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-26	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-27	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-28	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-29	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-30	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	
15-00038-07-31	INDUSTRIAL DEVELOPMENT ASSOCIATION	1.00	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PLAT OF HIGHWAYS
DEERFIELD ROAD FAU ROUTE 1257
SECTION 15-00038-07-WR
LAKE COUNTY
LIMITS 800' WEST OF MILWAUKEE AV
TO 200' EAST OF SAUNDERS RD
15-01-008-16



PRINTED BY THE AUTHORITY
OF THE STATE OF ILLINOIS



15-00038-07-01
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15-00038-07-31

GENERAL CONDITIONS FOR MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

1. In submitting this Acceptance, the Municipality agrees to comply with the various policies, conditions and requirements of the Lake County Division of Transportation, whether written or verbal and the Lake County, IL Code of Ordinances, as amended.
2. The Municipality shall supply, at its expense, such information or submittals as may be required for review and to make such changes or revisions as required by the Lake County Division of Transportation.
3. Lack of an immediate response to this form or any information or submittals supplied for review and/or comment shall not be construed as approval or acceptance by the County Engineer or the Lake County Division of Transportation, nor shall they be held responsible for any costs or delays due to the processing time required.
4. The review of the Municipal Facility shall be based on the primary use of the County Highway right-of-way for the safe and efficient movement of vehicular traffic and the maintenance and improvements needed to support such primary use.
5. The Lake County Division of Transportation shall not be responsible for providing room within the County Highway right-of-way for the Municipal Facility.
6. This Acceptance does not relieve the Municipality from complying with any statutes, regulations, ordinances or administrative orders of the Federal, State or County Governments or any political subdivision or administrative agencies that may apply to the Municipal Facility.
7. The Municipality shall obtain permission from the legal property owner of the County Highway right-of-way where the Municipal Facility will be located.
8. Unless otherwise stated in the issued Facility Permit, the Municipality and its successors and assigns shall be responsible for the following:
 - a. The operation and maintenance of the Municipal Facility within the County Highway right-of-way. Such operation and maintenance shall include keeping the Municipal Facility in a safe condition for use by the Public, not creating any hazardous conditions, providing any special maintenance which may include cleaning ice and snow from sidewalks or bike paths or additional mowing of adjacent turf areas, making changes or revisions to the Municipal Facility needed because of the maintenance operations of the Lake County Division of Transportation or use of the County Highway right-of-way by the General Public and restoring portions of the County Highway right-of-way disturbed by repairs, maintenance, extensions, service connections, and/or other work done to the Municipal Facility without a Facility Permit being issued.
 - b. Any additional costs to the County of Lake and/or its Division of Transportation for road improvements and/or maintenance work due to the location and/or use of the Municipal Facility within the County Highway right-of-way. Such costs can include adjustments needed to the Municipal Facility to accommodate said road improvements and/or maintenance work and/or damage to County Property and/or equipment.
 - c. For indemnifying, defending and holding harmless the County of Lake and the Lake County Division of Transportation including their elected and duly appointed officials, agents, employees and representatives from and against any and all claims, suits, actions, losses, expenses, damages, injuries, deaths, judgments and demands arising from and relating to the location and/or use of the Municipal Facility within the County Highway right-of-way regardless of any limitations of insurance coverage.
 - d. Other items as specified in the Lake County, IL Code of Ordinances, as amended.
9. If a separate application is made by an Applicant other than the Municipality to construct the Facility, then the Municipality, by submitting this Acceptance, hereby acknowledges that it will become the successor or assign of this Applicant for the said Facility.

SIGNATURE BLOCK

<p>ATTEST:</p> <p>_____</p> <p style="text-align: center;">Municipal Clerk</p> <p>_____</p> <p style="text-align: center;">(Printed name of above signature)</p>	<p>FOR THE MUNICIPALITY:</p> <p>By: _____</p> <p style="text-align: center;">Municipal Mayor/President</p> <p>_____</p> <p style="text-align: center;">(Printed name of above signature)</p> <p>Date: _____</p>
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FOR LCDOT USE ONLY	
Permit Number	



600 W. Winchester Road
 Libertyville, IL 60048
 Telephone: (847) 377-7400
 hdpermits@lakecountyil.gov

MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY
(Please print or type)

Municipality: Village of Riverwoods
 Mailing Address: 300 Portwine Road, Riverwoods, IL 60015
 Website: www.riverwoods.gov Telephone: 847-945-3990

Being a municipal corporation in the State of Illinois, County of Lake, hereby requests permission from the County Engineer of Lake County to location and maintain the below described Municipal Facility within the right-of-way limits of a County Highway in accordance with the Lake County, IL Code of Ordinances, as amended. The Municipal Facility is described as follows:

1. **Name of County Highway:** Saunders Rd

2. **Location of Facility:** From: Deerfield Road
 (From street to street with offsets) To: ~1150' south of Deerfield Road

3. **Type of Municipal Facility** (check all that apply):
 Street lighting Sanitary sewer line Water main/Water line
 Sidewalk Bike path Other Enter text.

4. **Facility to be constructed by** (check all that apply):
 Municipal Crew Contractor Developer
 Other Enter text.

Name & Company: TBD, to be done as part of LCDOT's Deerfield Road Widening (15-00038-07-WR)
 Mailing Address: Enter text.
 Telephone Number: Enter text. Mobile Number: Enter text.
 E-mail Address: Enter text.

Additional contact (if needed):
 Name & Company: Enter text.
 Mailing Address: Enter text.
 Telephone Number: Enter text. Mobile Number: Enter text.
 E-mail Address: Enter text.

5. **Comments** (if needed): Enter text.
Enter text.

NOTES: This Acceptance is subject to the General Conditions as printed on the reverse side of the form. THIS APPLICATION IS ONLY VALID WHEN AN ORIGINAL SIGNATURE IS PROVIDED ON PAGE 2.

GENERAL CONDITIONS FOR MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

1. In submitting this Acceptance, the Municipality agrees to comply with the various policies, conditions and requirements of the Lake County Division of Transportation, whether written or verbal and the Lake County, IL Code of Ordinances, as amended.
2. The Municipality shall supply, at its expense, such information or submittals as may be required for review and to make such changes or revisions as required by the Lake County Division of Transportation.
3. Lack of an immediate response to this form or any information or submittals supplied for review and/or comment shall not be construed as approval or acceptance by the County Engineer or the Lake County Division of Transportation, nor shall they be held responsible for any costs or delays due to the processing time required.
4. The review of the Municipal Facility shall be based on the primary use of the County Highway right-of-way for the safe and efficient movement of vehicular traffic and the maintenance and improvements needed to support such primary use.
5. The Lake County Division of Transportation shall not be responsible for providing room within the County Highway right-of-way for the Municipal Facility.
6. This Acceptance does not relieve the Municipality from complying with any statutes, regulations, ordinances or administrative orders of the Federal, State or County Governments or any political subdivision or administrative agencies that may apply to the Municipal Facility.
7. The Municipality shall obtain permission from the legal property owner of the County Highway right-of-way where the Municipal Facility will be located.
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 - a. The operation and maintenance of the Municipal Facility within the County Highway right-of-way. Such operation and maintenance shall include keeping the Municipal Facility in a safe condition for use by the Public, not creating any hazardous conditions, providing any special maintenance which may include cleaning ice and snow from sidewalks or bike paths or additional mowing of adjacent turf areas, making changes or revisions to the Municipal Facility needed because of the maintenance operations of the Lake County Division of Transportation or use of the County Highway right-of-way by the General Public and restoring portions of the County Highway right-of-way disturbed by repairs, maintenance, extensions, service connections, and/or other work done to the Municipal Facility without a Facility Permit being issued.
 - b. Any additional costs to the County of Lake and/or its Division of Transportation for road improvements and/or maintenance work due to the location and/or use of the Municipal Facility within the County Highway right-of-way. Such costs can include adjustments needed to the Municipal Facility to accommodate said road improvements and/or maintenance work and/or damage to County Property and/or equipment.
 - c. For indemnifying, defending and holding harmless the County of Lake and the Lake County Division of Transportation including their elected and duly appointed officials, agents, employees and representatives from and against any and all claims, suits, actions, losses, expenses, damages, injuries, deaths, judgments and demands arising from and relating to the location and/or use of the Municipal Facility within the County Highway right-of-way regardless of any limitations of insurance coverage.
 - d. Other items as specified in the Lake County, IL Code of Ordinances, as amended.
9. If a separate application is made by an Applicant other than the Municipality to construct the Facility, then the Municipality, by submitting this Acceptance, hereby acknowledges that it will become the successor or assign of this Applicant for the said Facility.

SIGNATURE BLOCK

<p>ATTEST:</p> <p>_____</p> <p style="text-align: center;">Municipal Clerk</p> <p>_____</p> <p style="text-align: center;">(Printed name of above signature)</p>	<p style="text-align: center;">FOR THE MUNICIPALITY:</p> <p>By: _____</p> <p style="text-align: center;">Municipal Mayor/President</p> <p>_____</p> <p style="text-align: center;">(Printed name of above signature)</p> <p>Date: _____</p>
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