

**First Amendment to
Intergovernmental Agreement by and between
Lake County Forest Preserve District
and County of Lake
(Russell Road Shared Use Path and Widening)**

This First Amendment to Intergovernmental 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 (“LCFPD”).

Section 1. Recitals.

A. The County and the LCFPD have previously entered into an intergovernmental agreement dated November 10, 2015 (the “Agreement”), providing for (i) the County’s acquisition of land for a shared use path, (ii) the conveyance by the LCFPD to the County of fee simple interest in certain land (defined in the Agreement as the “Dedication Parcels”) to expand the right-of-way of Russell Road and to accommodate additional improvements to Russell Road, and (iii) construction by the LCFPD of a portion of the shared use path.

B. The LCFPD’s construction of the New Trail Segment requires an extension of an existing County culvert under Russell Road, installation of additional storm sewer and associated grading to ensure proper drainage of the right-of-way. Said culvert extension, storm sewer and associated grading will impact LCFPD property adjacent to the Russell Road right-of-way. As the LCFPD desires that the County continue to maintain the culvert and that the County maintain the new storm sewer to be installed to facilitate drainage associated with the roadway and construction of the New Trail Segment, it is necessary for the LCFPD to grant an easement for public road purposes to the County to allow for maintenance of said culvert, storm sewer and drainage.

C. The County and the LCFPD 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 1.G. Section 1.G of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1.G (additional language is double underlined, deleted language is ~~stricken through~~):

G. To accommodate future road improvements to the Right-of-Way, including the Future County Path, the County desires that LCFPD dedicate to the County (i) within two years of the Effective Date, fee simple interest in a 10-foot strip of land within Van Patten Woods Forest Preserve that is adjacent to, and to the south of, the Right-of-Way (the “**Dedication Parcels**”), ~~and~~ (ii) in the future, if the County Engineer determines pursuant to engineering studies that it is required to accommodate future road improvements and/or the Future County Path, fee simple interest in an additional 10-foot strip of land within the Van Patten Woods Forest Preserve that is adjacent to, and to the south of, the Dedication Parcels (the “**Future Parcels**”), ~~and~~ (iii) a non-exclusive permanent easement for public road purposes to allow for future maintenance, repair, and/or replacement of storm sewer improvements initially installed by LCFPD (the “Permanent Easement”) in, on, and under a portion of Van Patten Woods Forest Preserve approximately 20 feet in width and 155 feet in length and generally depicted on Exhibit B as the “Permanent Easement Premises.” The Dedication Parcels, ~~and~~ Future Parcels, ~~and~~ Permanent Easement Premises are generally depicted on **Exhibit B**.

B. Section 3.A. Section 3.A of the Agreement is hereby deleted in its entirety and replaced with the following new Section 3.A (additional language is double underlined, deleted language is ~~stricken through~~):

A. Dedication Parcels. After the Acquisition, the County shall prepare and deliver to the LCFPD a plat of dedication or other instrument pursuant to which LCFPD shall dedicate the Dedication Parcels to the County and grant the Permanent Easement in the Permanent Easement Premises to the County (the “**Plat of Dedication**”). The final configuration of the Dedication Parcels and the Permanent Easement Premises depicted in the Plat of Dedication will be subject to the approval of the County’s County Engineer and the LCFPD’s Executive Director, who shall not unreasonably withhold or delay their approval. After its approval, LCFPD shall execute the Plat of Dedication and deliver it to the County. The County will cause the Plat of Dedication to be recorded. Thereafter, the Dedication Parcels will be deemed to be part of the Right-of-Way and the Lake County Highway System and the County will maintain, repair, and replace the storm sewer improvements within the Permanent Easement Premises. If the County does not deliver a Plat of Dedication for the Dedication Parcels to LCFPD for its review within two (2) years after the Effective Date of this Agreement, then LCFPD will have no obligation to dedicate the Dedication Parcels to the County.

C. Section 5.A. Section 5.A of the Agreement is hereby deleted in its entirety and replaced with the following new Section 5.A (additional language is double underlined, deleted language is ~~stricken through~~):

A. County Obligations and Rights. At all times the County shall (i) maintain, operate and control all portions of the Right-of-Way and all roadway

improvements thereon, except for the New Trail Segment and Existing Path Segment and (ii) have the unrestricted right to use the Right-of-Way for public roadway purposes, including roadway improvements that are deemed necessary or appropriate in the sole and exclusive judgment of the County's County Engineer, and to allow use of the Right-of-Way by other entities as provided for in the Ordinances. However, both the LCPD District and the County desire that the Existing Path Segment and New Trail Segment remain open in perpetuity for recreational use to the general public and to provide connections to the Future County Path and other public paths in Lake County. Therefore, in the exercise of its rights described in this Section, the County shall not remove or substantially impact the Existing Path Segment or the New Trail Segment unless the County Engineer and the LCPD's District's Executive Director, after participating in good faith discussions, have determined in writing that there are no reasonable alternatives that will accomplish the County's goals without removing or substantially impacting the Existing Path Segment or the New Trail Segment. The County shall (i) indemnify and defend LCPD from and against, and hold LCPD harmless from, any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively, "Claims") alleged to arise from any negligent act or omission of the County related to its use of the Permanent Easement Premises, (ii) cause each contractor engaged by the County to perform any work within the Easement Premises to indemnify and defend LCPD from and against, and hold LCPD harmless from, any and all Claims alleged to arise from any negligent act or omission of such contractor related to its use of the Easement Premises, and (iii) obtain and maintain, and cause its contractors to obtain and maintain, adequate insurance coverage to protect LCPD and satisfy its indemnification obligations under this Agreement.

Section 3. Exhibit B.

The Agreement is hereby amended by deleting Exhibit B in its entirety and replacing it with Exhibit B attached to this First Amendment.

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:

Clerk

By: _____
Chair
Lake County Board

Date: _____

Exhibit B

Depiction of Trail Frontage Acquisition Parcels, Dedication Parcels, Future Parcels, and Permanent Easement Premises