

**PROJECT SPECIFIC AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF BUFFALO GROVE
FOR THE IMPROVEMENT OF BUFFALO GROVE ROAD
AND FOR THE DEDICATION OF RIGHT-OF-WAY
AND GRANTING OF EASEMENTS
FROM DEERFIELD PARKWAY
TO ILLINOIS ROUTE 22/HALF DAY ROAD**

THIS AGREEMENT entered into this _____ day of _____, A.D. 20____, 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 BUFFALO GROVE, an Illinois Municipal Corporation, acting by and through its President and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE may hereinafter be referred to collectively as “parties” and individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE entered into the AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BUFFALO GROVE FOR THE ROADWAY IMPROVEMENT, MAINTENANCE RESPONSIBILITIES AND JURISDICTIONAL TRANSFERS OF BUSCH ROAD/PARKWAY AND DEERFIELD PARKWAY; BUFFALO GROVE ROAD/PORT CLINTON ROAD/PRAIRIE ROAD; WEILAND ROAD; AND PRAIRIE ROAD dated the thirteenth day of June, A.D. 1995 and amended the nineteenth day of January, A.D. 2017 by Amendment #1 to said aforementioned Agreement (the Agreement and Amendment #1 collectively shall hereinafter be referred to as the 1995 AGREEMENT) stipulating specific improvements, maintenance and the jurisdictional transfers of said named roadways located within the VILLAGE; and,

WHEREAS, said 1995 AGREEMENT requires that the COUNTY and the VILLAGE enter into a project specific agreement for each stage of improvement for said named roadways prior to the commencement of the construction of a specific improvement; and,

WHEREAS, THIS AGREEMENT sets forth the specific duties and responsibilities of the COUNTY and the VILLAGE for the improvement of Buffalo Grove Road (COUNTY Highway 16) from Deerfield Parkway (COUNTY Highway 11) to Illinois Route 22/Half Day Road and as such, complies with the requirement set forth in the 1995 AGREEMENT for a project specific agreement; and,

WHEREAS, the COUNTY and the VILLAGE mutually agree that certain terms and conditions outlined in THIS AGREEMENT shall supersede the 1995 AGREEMENT relating to the subject matter contained herein THIS AGREEMENT, and in the event of a conflict between THIS AGREEMENT and the 1995 AGREEMENT, THIS AGREEMENT shall control; and,

WHEREAS, the COUNTY has jurisdictional authority and maintenance responsibility over Buffalo Grove Road from Lake Cook Road to US Route 45; and,

WHEREAS, the COUNTY and VILLAGE, in order to facilitate the free flow of traffic and ensure the safety of the traveling public, are desirous to make certain permanent roadway and non-motorized facility improvements to Buffalo Grove Road between Deerfield Parkway and Illinois Route 22/Half Day Road; including road reconstruction and widening, construction of a multi-use path, sidewalk, street lighting, watermain and sanitary sewer modifications, signal interconnection, detention facility expansion and the construction of traffic signals at Aptakisic Road and Thompson Boulevard; and,

WHEREAS, 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 11-00249-03-WR; and,

WHEREAS, in accordance with the 1995 AGREEMENT, the COUNTY will design, or cause to be designed, the IMPROVEMENT, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Gewalt Hamilton Associates, Inc. (hereinafter PLANS), which, by reference herein, hereby become a part hereof. As of this writing, the current iteration of the PLANS are those dated September 19, 2016 (pre-final version); and,

WHEREAS, a project location map indicating the IMPROVEMENT limits and a concept plan generally depicting the IMPROVEMENT are attached as EXHIBIT A to THIS AGREEMENT, which, by reference herein is hereby made a part hereof; and,

WHEREAS, it has been determined by engineering studies that, in order to construct the IMPROVEMENT, the COUNTY requires two (2) areas of real property abutting Buffalo Grove Road which are presently owned by the VILLAGE to become right-of-way (hereinafter RIGHT-OF-WAY), five (5) areas of permanent easements (hereinafter PERMANENT EASEMENTS) within property owned by the VILLAGE (hereinafter PERMANENT EASEMENT PROPERTY), and ten (10) areas of temporary easements (hereinafter TEMPORARY EASEMENTS) within property owned by the VILLAGE (hereinafter TEMPORARY EASEMENT PROPERTY); and,

WHEREAS, the Plat of Highways showing the RIGHT-OF-WAY (as Parcel 0014 and Parcel 0025), PERMANENT EASEMENT PROPERTY (as Parcel 0008 PE1, Parcel 0008 PE2, Parcel 0025 PE1, Parcel 0025 PE2, and Parcel 0025 PE3) and TEMPORARY EASEMENT PROPERTY (as Parcel 0001 TE, Parcel 0007 TE, Parcel 0014 TE1, Parcel 0014 TE2, Parcel 0016 TE1, Parcel 0016 TE2, Parcel 0016 TE3, Parcel 0018 TE, Parcel 0025 TE1, and Parcel 0025 TE2) (hereinafter PLAT) is attached as EXHIBIT B to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; and,

WHEREAS, the legal descriptions for the RIGHT-OF-WAY, PERMANENT EASEMENT PROPERTY and TEMPORARY EASEMENT PROPERTY are attached as EXHIBIT C to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; and,

WHEREAS, the VILLAGE has indicated its willingness to enter into an agreement with the COUNTY regarding the acquisition of the RIGHT-OF-WAY, PERMANENT EASEMENTS and TEMPORARY EASEMENTS by the COUNTY, at no cost to the COUNTY, and to sign the necessary land acquisition/conveyance and other documents for the RIGHT-OF-WAY, PERMANENT EASEMENTS and TEMPORARY EASEMENTS, at a specified time in the future; and,

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance; and,

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., (hereinafter the ACT) authorizes units of local government to agree to transfer land between said units of local government; and,

WHEREAS, pursuant to the ACT, the VILLAGE may transfer all of its right, title and interest, in the property needed for the IMPROVEMENT to the COUNTY upon such terms as may be agreed upon by the corporate authorities of the VILLAGE and the COUNTY and subject to the provisions of such ACT; and,

WHEREAS, the VILLAGE agrees to convey to the COUNTY the necessary RIGHT-OF-WAY, PERMANENT EASEMENT PROPERTY and TEMPORARY EASEMENT PROPERTY for the IMPROVEMENT; and,

WHEREAS, it has been determined by engineering studies that, in order to construct the IMPROVEMENT and a separate future roadway improvement on Aptakisic Road (COUNTY highway 33) from Illinois Route 83 to Buffalo Grove Road, currently referred to as COUNTY Section 09-00088-18-WR, (hereinafter FUTURE APTAKISIC IMPROVEMENTS), stormwater detention is required; and,

WHEREAS, the IMPROVEMENT includes expansion of an existing VILLAGE detention basin on VILLAGE-owned property located on Lot 3 of the plat of subdivision titled Gendell & Taxman's Walgreens Subdivision recorded on the twelfth day of July, A.D. 1999 in the Lake County, Illinois Recorder of Deeds Office as document # 4384032 and Outlot "B" of the plat of subdivision titled Westchester Estates Unit 2 subdivision recorded on the seventh day of November, A.D. 1991 as document #3081717 to provide the necessary stormwater detention for the proposed IMPROVEMENT and the FUTURE APTAKISIC IMPROVEMENTS (hereinafter DETENTION FACILITY); and,

WHEREAS, the VILLAGE is desirous that the DETENTION FACILITY be designed as a dry bottom basin with native seed mix; and,

WHEREAS, the VILLAGE is desirous that the DETENTION FACILITY be designed to provide additional detention volume for a future development on the southwest corner of Lasalle Lane and Buffalo Grove Road (hereinafter EXCESS DETENTION); and,

WHEREAS, the COUNTY agrees to cause the DETENTION FACILITY to be designed and constructed as a dry bottom basin with native seed mix and, to the extent practicable, provide EXCESS DETENTION for future VILLAGE stormwater detention purposes; and,

WHEREAS, upon completion of construction, the VILLAGE agrees to continue to own, operate, and maintain said DETENTION FACILITY as they do today and in accordance with the 1995 AGREEMENT. However, the COUNTY is herein granted the right to access the DETENTION FACILITY, as necessary, to ensure proper functionality of any COUNTY storm sewer and conveyance routes attributed to the right-of-way of Buffalo Grove Road (COUNTY highway 16) and Aptakisic Road (COUNTY highway 33) which are tributary to the DETENTION FACILITY; and,

WHEREAS, the VILLAGE owns and maintains 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), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE owns and maintains certain sanitary sewer facilities within the project limits in conflict with the proposed IMPROVEMENT, including sanitary sewer main, services, manholes and other miscellaneous appurtenances (hereinafter SANITARY SEWER), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE owns and maintains certain street lighting facilities within the project limits in conflict with the proposed IMPROVEMENT, including light poles, luminaries, foundations, controllers, conduit/unit ducts, and other miscellaneous appurtenances (hereinafter STREET LIGHTING), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE owns and maintains certain landscaping in the medians of Buffalo Grove Road and within the COUNTY RIGHT-OF-WAY, including trees and other such plantings (hereinafter LANDSCAPING), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE owns and maintains an irrigation line under Buffalo Grove Road, south of Illinois Route 22/ Half Day Road that serves the area golf course (hereinafter IRRIGATION LINE), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous that the COUNTY modifies said VILLAGE-owned WATERMAIN, SANITARY SEWER, STREET LIGHTING , LANDSCAPING and IRRIGATION LINE in conflict with the proposed IMPROVEMENT and that this modification work shall be included 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,

WHEREAS, the VILLAGE is desirous that the COUNTY includes the reconstruction of certain sections of concrete sidewalk along Buffalo Grove Road, 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.

WHEREAS, a portion of the existing VILLAGE SIDEWALK located along Churchill Park on the west side of Buffalo Grove Road exists outside of the roadway right-of-way and on Buffalo Grove Park District (hereinafter PARK DISTRICT) property. This portion of the SIDEWALK will be reconstructed with the IMPROVEMENT and will be replaced partially within the roadway right-of-way and partially within PARK DISTRICT-owned property, similar to how it exists prior to the IMPROVEMENT. The COUNTY has secured a temporary easement from the PARK DISTRICT for the reconstruction of this SIDEWALK. The VILLAGE shall be responsible for working with the PARK DISTRICT to obtain any necessary permanent approvals to allow the VILLAGE SIDEWALK to remain on PARK DISTRICT property; and,

WHEREAS, the VILLAGE is desirous that the COUNTY includes the construction of an 8 foot bituminous path along the east side of Buffalo Grove Road between Aptakistic Road and the existing 8 foot stub located approximately 400 feet south of Brandywyn Lane, inclusive of the construction of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter MULTI-USE PATH) 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,

WHEREAS, a portion of the VILLAGE MULTI-USE PATH located on the east side of Buffalo Grove Road south of Brandywyn Lane, that will be reconstructed with the IMPROVEMENT, will be located partially within the roadway right-of-way and partially within VILLAGE-owned property in order to provide appropriate separation from the roadway to the proposed street lighting facilities and from the proposed street lighting facilities to the MULTI-USE PATH. The COUNTY will secure a temporary easement for reconstruction of the VILLAGE MULTI-USE PATH, however a permanent easement will not be secured as the MULTI-USE PATH is a VILLAGE facility; and,

WHEREAS, the VILLAGE is desirous that the COUNTY includes a storm sewer stub at Lasalle Lane and Buffalo Grove Road (hereinafter STORM SEWER STUB) to allow future access to the EXCESS DETENTION in the expanded DETENTION FACILITY. The COUNTY agrees to include the STORM SEWER STUB 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,

WHEREAS, the proposed IMPROVEMENT includes the replacement of existing traffic signals at Thompson Boulevard and at Aptakistic Road (hereinafter TRAFFIC SIGNALS) with emergency vehicle pre-emption systems (hereinafter EVPS), as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE WATERMAIN, SANITARY SEWER, IRRIGATION LINE, SIDEWALK, MULTI-USE PATH, STORM SEWER STUB, STREET LIGHTING, and LANDSCAPING shall collectively be known as VILLAGE facilities (hereinafter VILLAGE FACILITIES); and,

WHEREAS, the VILLAGE agrees to accept ownership and maintenance responsibility for any and all of its VILLAGE FACILITIES constructed as part of the IMPROVEMENT, sign a Municipal Utility/Facility Acceptance on a County Highway form (hereinafter MUNICIPAL ACCEPTANCE FORM), or forms as the case may be, and maintain said VILLAGE facilities in accordance with Chapter 90 of the Lake County Code of Ordinances, as amended, and any successor document; and,

WHEREAS, the IMPROVEMENT as heretofore described will be constructed in accordance with the approved plans, specifications, estimates and construction contract; and,

WHEREAS, the COUNTY will furnish construction engineering supervision and cause the IMPROVEMENT to be constructed in accordance with the approved plans, specifications and construction contract, with reimbursement from the VILLAGE as hereinafter stipulated; and,

WHEREAS, in accordance with the 1995 AGREEMENT, the VILLAGE is desirous to enter into an agreement with the COUNTY regarding the costs associated with the IMPROVEMENT and with the work performed on VILLAGE FACILITIES and VILLAGE streets as part of the IMPROVEMENT; and,

WHEREAS, the estimated division of costs to the parties hereto associated with the IMPROVEMENT are stipulated in the estimate that is attached as EXHIBIT D to THIS AGREEMENT, which, by reference herein is hereby made a part hereof; and,

WHEREAS, said IMPROVEMENT to Buffalo Grove Road 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, Construction and Maintenance of the IMPROVEMENT
COUNTY Responsibilities and VILLAGE Responsibilities**

1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT (hereinafter PLANS) in accordance with Lake County Division of Transportation (hereinafter LCDOT) policies and standards, with reimbursement from the VILLAGE as hereinafter stipulated.
 - a. As of this writing, the current PLANS are the prefinal set of plans and specifications prepared by Gewalt Hamilton Associates, Inc., with a submission date of September 19, 2016. Said PLANS, by reference herein, hereby become a part hereof. 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 processed, let, administered and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is January 18, 2020. (The letting date is subject to change, 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, with reimbursement from the VILLAGE as hereinafter stipulated.
4. The COUNTY shall require the successful bidder to name the VILLAGE as an additional insured on any liability coverage required pursuant to such contracts with respect to any contract work performed related to the IMPROVEMENT on VILLAGE property or VILLAGE FACILITIES and require the successful bidder to indemnify and hold harmless the VILLAGE.
5. It is mutually agreed by and between the parties hereto that the operation and maintenance of the permanent COUNTY-Owned Traffic Control Signals shall be in accordance with the Master Agreement Between the County of Lake and the VILLAGE of BUFFALO for Energy Costs, Maintenance Costs and Future Costs Associated with County-Owned Traffic Control Devices dated January 21, 2009 and as amended (hereinafter TRAFFIC SIGNAL AGREEMENT).

The COUNTY agrees to be responsible for one hundred percent (100%) of all traffic signal related costs for the IMPROVEMENT at the intersection of Buffalo Grove Road and Aptakisic in accordance with said amended TRAFFIC SIGNAL AGREEMENT.

The VILLAGE agrees to reimburse the COUNTY for fifty percent (50%) of all traffic signal related costs for the IMPROVEMENT at the intersection of Buffalo Grove Road and Thompson Boulevard in accordance with said amended TRAFFIC SIGNAL AGREEMENT.

The COUNTY further agrees to maintain, or cause to be maintained, the traffic control signals and equipment with interconnect and the emergency vehicle pre-emption system subject to reimbursement by the VILLAGE as specified in said amended TRAFFIC SIGNAL AGREEMENT.

It is further mutually agreed by and between the parties hereto that from time to time said traffic control signals and equipment, the combination poles for street lights, the EVPS and the interconnect shall require modernization, improvement, revision, replacement, major repairs, upgrading, and/or interconnection with adjoining traffic control signals. The VILLAGE agrees, that upon written notification from the COUNTY's County Engineer (COUNTY ENGINEER), the VILLAGE shall pay the appropriate share of all future costs for said modernization, improvement, revision, upgrading, replacement, major repairs, and/or interconnection as defined in said amended TRAFFIC SIGNAL AGREEMENT.

It is further mutually agreed by and between the parties hereto that in the event of a conflict between this AGREEMENT and the TRAFFIC SIGNAL AGREEMENT, the terms and conditions of the TRAFFIC SIGNAL AGREEMENT shall control. Any provisions described herein related to the TRAFFIC SIGNAL AGREEMENT are intended solely to be illustrative and not to amend the TRAFFIC SIGNAL AGREEMENT except in the manner allowed by the TRAFFIC SIGNAL AGREEMENT.

6. The VILLAGE agrees to assist with facilitating said WATERMAIN, SANITARY SEWER and IRRIGATION LINE work with local VILLAGE residents and property owners including providing notice of any temporary water and/or sewer service interruptions.
7. The VILLAGE agrees to be responsible for one hundred percent (100%) of the costs for the WATERMAIN and IRRIGATION LINE work [one hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of the Construction Engineering Supervision costs]. The VILLAGE shall contract directly with the COUNTY's design engineering consultant for the IMPROVEMENT, Gewalt Hamilton Associates, Inc., regarding the design of the VILLAGE's WATERMAIN and IRRIGATION LINE work to be included within the IMPROVEMENT.
8. The VILLAGE agrees to be responsible for one hundred percent (100%) of the costs for the SANITARY SEWER, STORM SEWER STUB, STREET LIGHTING and LANDSCAPING work [one hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of the Construction Engineering Supervision costs].
9. The VILLAGE agrees to work directly with the COUNTY's design engineering consultant for the IMPROVEMENT, Gewalt Hamilton Associates, Inc., regarding the design of the VILLAGE's STORM SEWER STUB (proposed pipe size, material and elevation) to be included with the IMPROVEMENT. The VILLAGE further agrees to accept full responsibility for design, maintenance and operation of the STORM SEWER STUB. The VILLAGE further agrees to indemnify and hold harmless the COUNTY, its elected officials and its duly appointed officials, agents, officers, employees and representatives, and the LCDOT, its duly appointed officials, agents, officers, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to hereinafter as "claims") arising from and relating to design, maintenance and operation of the STORM SEWER STUB as heretofore described.
10. 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 new municipal sidewalk and multi-use path within COUNTY Highway rights-of-way.
11. The VILLAGE agrees that the sharing of costs for the installation of SIDEWALK and MULTI-USE PATH shall be in accordance with the current NON-MOTORIZED POLICY; namely, the COUNTY

shall pay for the engineering and construction of the SIDEWALK and MULTI-USE PATH with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the engineering and construction costs for any new multi-use path and sidewalk facilities and one hundred percent (100%) of the engineering and construction costs for modifications to any existing multi-use path and sidewalk facilities as provided in EXHIBIT D.

12. It is mutually agreed by and between the parties hereto that it has been determined by engineering studies that in order to construct the IMPROVEMENT and the FUTURE APTAKISIC IMPROVEMENTS, stormwater detention is required.

It is further mutually agreed by and between the parties hereto that the COUNTY will cause the DETENTION FACILITY to be designed and constructed as part of this IMPROVEMENT and as detailed in the PLANS at no cost to the VILLAGE.

It is further mutually agreed by and between the parties hereto that the DETENTION FACILITY be designed as a dry bottom basin with native seed mix as detailed in the PLANS and, to the extent practicable, provide EXCESS DETENTION for future stormwater detention use by the VILLAGE. The DETENTION FACILITY is anticipated to provide an additional 2.96 acre-feet of storage beyond what currently exists in the existing VILLAGE detention basin prior to the IMPROVEMENT.

It is further mutually agreed by and between the parties hereto that 0.87 acre-feet of detention required for the IMPROVEMENT and 1.6 acre-feet of detention required for the FUTURE APTAKISIC IMPROVEMENTS shall be reserved in the DETENTION FACILITY for the COUNTY's sole use, and the VILLAGE shall have access to the balance of any remaining storage as EXCESS DETENTION (at this time anticipated to be 0.49 acre-feet). The VILLAGE acknowledges that the COUNTY makes no representation that the EXCESS DETENTION will meet the VILLAGE's future stormwater needs.

It is further mutually agreed by and between the parties hereto that the COUNTY, or the COUNTY's contractor for the IMPROVEMENT, will maintain the DETENTION FACILITY throughout the construction of the IMPROVEMENT and until any U.S. Army Corps of Engineers permit-required maintenance and monitoring periods for the native plantings in the DETENTION FACILITY have concluded. Upon completion of construction of the DETENTION FACILITY and any required U.S. Army Corps of Engineers maintenance and monitoring periods for the native plantings, the VILLAGE agrees to continue to own, operate and maintain said DETENTION FACILITY as they do today and in accordance with the 1995 AGREEMENT.

The Village agrees to grant to the COUNTY a permanent easement for 2.47 acre-feet of the additional storage required for the IMPROVEMENT and FUTURE APTAKISIC IMPROVEMENTS and a permanent easement to access the DETENTION FACILITY, as necessary, to ensure proper functionality of any COUNTY storm sewer and conveyance routes attributed to the right-of-way of Buffalo Grove Road (COUNTY highway 16) and Aptakisic Road (COUNTY highway 33) which are tributary to the DETENTION FACILITY. These permanent easements are referenced as Parcel 0008 PE1 and Parcel 0008 PE2 within the documents outlined in EXHIBIT B and

EXHIBIT C attached to THIS AGREEMENT. A recordable form for the foregoing permanent easements shall signed by the VILLAGE and delivered to the COUNTY prior to the start of construction as provided herein in accordance with Section III Item 5 of THIS AGREEMENT.

It is further mutually agreed by and between the parties hereto that no action shall be taken which would prohibit, hinder, interfere with, block, re- route, diminish, or lessen or render ineffective, in any manner or form, the rights or the exercise of the rights to the COUNTY regarding the DETENTION FACILITY as conferred herein. No grading, buildings, signs, conduits, cables, wires, sewers, pipes, watermains, vaults, transmissions lines, fencing, landscaping, or other such features, facilities or structures shall be placed in such a manner as to be conflict with the rights conferred herein to the COUNTY regarding the DETENTION FACILITY or the exercise of said rights. The reservation and the rights as conferred herein to the COUNTY regarding the DETENTION FACILITY shall be over the entire area designated as Lot 3 of the plat of subdivision titled Gendell & Taxman's Walgreens Subdivision recorded on the twelfth day of July, A.D. 1999 in the Lake County, Illinois Recorder of Deeds Office as document # 4384032 and Outlot "B" of the plat of subdivision titled Westchester Estates Unit 2 subdivision recorded on the seventh day of November, A.D. 1991 as document #3081717. The reservation and the rights as conferred herein shall not be superseded by any other easement or easements or land encumbrances that may be conferred to Lot 3 and/or Outlot B following the effective date of this agreement. Nothing shall be constructed or placed within, above, or overhead of the DETENTION FACILITY without the written permission of the LCDOT.

The VILLAGE further agrees to accept full responsibility for maintenance and operation of the DETENTION FACILITY. The VILLAGE further agrees to indemnify and hold harmless the COUNTY, its elected officials and its duly appointed officials, agents, officers, employees and representatives, and the LCDOT, its duly appointed officials, agents, officers, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to hereinafter as "claims") arising from and relating to the maintenance and operation of the DETENTION FACILITY as heretofore described.

13. In accordance with the 1995 AGREEMENT, the VILLAGE's share of the IMPROVEMENT's preliminary, design and construction engineering costs shall be determined as seventeen percent (17%) of the costs of construction of those construction improvements attributable to the VILLAGE.
14. The COUNTY agrees to construct the VILLAGE FACILITIES in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified in Exhibit D.
15. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for the IMPROVEMENT and the VILLAGE FACILITIES constructed as a part of the IMPROVEMENT \$1,673,521.

The COUNTY agrees to invoice the VILLAGE for their total obligation in three (3) payments anticipated to be paid over a three-year period. The VILLAGE further agrees that upon award

of the construction contract for the IMPROVEMENT, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the IMPROVEMENT and VILLAGE FACILITIES, an amount equal to thirty three percent (33%) of its obligation for the IMPROVEMENT and VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$557,840.

The VILLAGE further agrees to pay an additional thirty three percent (33%) of its obligation for the IMPROVEMENT and VILLAGE FACILITIES one year after award of the construction contract for the IMPROVEMENT, in a lump sum amount 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 \$557,840.50.

The VILLAGE further agrees that the VILLAGE's final obligation shall be the remaining thirty four percent (34%) of its obligation, plus any additional costs incurred throughout the IMPROVEMENT related to VILLAGE FACILITIES, based on the final costs and final contract quantities at contract unit prices for actual work performed for the IMPROVEMENT and VILLAGE FACILITIES, to be paid in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY after completion of the IMPROVEMENT. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$557,840.50.

16. It is mutually agreed that upon substantial completion of the IMPROVEMENT and upon notice from the COUNTY, the VILLAGE FACILITIES within the COUNTY highway right-of-way of Buffalo Grove Road will be owned and maintained, or cause to be maintained, by the VILLAGE in perpetuity without reimbursement by the COUNTY, including any future changes or revisions to the VILLAGE FACILITIES as needed because of operations of the LCDOT. The COUNTY will not have any obligation to operate or maintain said VILLAGE FACILITIES.
17. It is 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 January 1, 2020 for the VILLAGE FACILITIES located within the COUNTY highway right-of-way, the approval of which shall not be unreasonably withheld by the COUNTY.
18. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the VILLAGE FACILITIES shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that 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.
19. It is mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, the VILLAGE shall perform maintenance of the LANDSCAPING along Buffalo Grove Road upon substantial completion of the IMPROVEMENT and upon notice from the COUNTY.

SECTION III.
RIGHT-OF-WAY dedication and
Granting of PERMANENT EASEMENTS and
TEMPORARY EASEMENTS by the VILLAGE

1. The parties acknowledge that the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., authorizes the VILLAGE's fee simple dedication of the RIGHT-OF-WAY to the COUNTY.
2. The COUNTY agrees to prepare all necessary land acquisition and related conveyance documents for the conveyance of the RIGHT-OF-WAY and for the granting of the PERMANENT EASEMENTS and TEMPORARY EASEMENTS.
3. The VILLAGE agrees to dedicate to the COUNTY, at no cost to the COUNTY, for public roadway purposes, the RIGHT-OF-WAY, pursuant to the PLAT and the necessary land acquisition documents.
4. The VILLAGE agrees to grant the PERMANENT EASEMENTS and TEMPORARY EASEMENTS to the COUNTY, at no cost to the COUNTY, for the purpose of constructing the IMPROVEMENT as detailed in the PLANS, pursuant to the PLAT and the necessary land acquisition documents.
5. Provided they are consistent with the provisions, paragraphs and words of THIS AGREEMENT, the VILLAGE agrees to execute and return to the COUNTY ENGINEER the necessary land acquisition and/or conveyance documents for said RIGHT-OF-WAY and PERMANENT EASEMENTS and TEMPORARY EASEMENTS within ten (10) working days of the receipt of said documents.
6. The COUNTY agrees to record all COUNTY Highway right-of-way and permanent easements that may be acquired in connection with the IMPROVEMENT.

SECTION IV.
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, nor is the VILLAGE (including its elected officials, duly appointed officials, employees and agents), to be construed to be 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 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 January 1, 2020, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to January 1, 2020. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to January 1, 2020, the effective date of THIS AGREEMENT shall then be the first day of the month which 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 January 1, 2025.

ATTEST:

Janet Sirabian
Village Clerk

VILLAGE OF BUFFALO GROVE

By: _____
Beverly Sussman
President

Date: _____

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

By: _____
Sandra Hart
Chair, Lake County of Board

ATTEST:

Robin O'Connor
Clerk
Lake County

Date: _____

EXHIBIT A

**DEPICTION OF PROJECT LOCATION,
AND VILLAGE FACILITIES INCLUDED IN THE IMPROVEMENT**

EXHIBIT B
PLATS OF HIGHWAYS

EXHIBIT C
LEGAL DESCRIPTIONS

**EXHIBIT D
ESTIMATED DIVISION OF COST
BUFFALO GROVE ROAD
VILLAGE OF BUFFALO GROVE
11-00249-03-WR**

Exhibit D

Village Cost Participation for Buffalo Grove Road

11-00249-03-WR

October 16, 2019

Buffalo Grove Road IL 22 to Deerfield Parkway	
Non-Motorized Accommodations	\$210,406
Sanitary Sewer Adjustments	\$19,530
Watermain Adjustments	\$156,625 *
Irrigation Watermain Adjustments	\$26,250
Storm Sewer	\$18,786 **
Traffic Signals	\$200,028
Street Lighting	\$770,076
Landscaping	\$39,600
Construction Subtotal	\$1,441,301
Phase II Engineering (7%)	\$88,090 ***
Phase III Engineering (10%)	\$144,130
TOTAL	\$1,673,521

Initial Payment (33%) = \$557,840

Estimated Balance = \$1,115,681
(to be paid over 2 years)

NOTES:

* Estimated cost until Village watermain design is completed

** Storm Sewer stub for potential residential lots south of Lasalle Lane

*** Does not include watermain or irrigation relocation design.

Actual costs and final payment due will be based on bid tabulation and final construction costs