



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: March 6, 2017
TO: Carol Calabresa, Chair
Planning Committee
FROM: Randall L. Seebach
Director of Planning and Land Preservation

Agenda Item# 9.7

RECOMMENDATION: Recommend approval of a Resolution authorizing a Second Amendment to a Recreational Lease Agreement with Commonwealth Edison (“ComEd”) to permit the District to construct, operate, and maintain a multi-use public trail on the ComEd right-of-way as a part of a regional trail system linking Lyons Woods and Waukegan Savanna Forest Preserves.

STRATEGIC DIRECTION SUPPORTED: Public Access and Connections

FINANCIAL DATA: There is no financial impact

BACKGROUND: In 2009, the District and ComEd entered into a Recreational Lease Agreement (“Lease”), under which the District leased portions of ComEd property located to the north of Lyons Woods for the purpose of constructing, operating, and maintaining a trail.

In 2010, the Board approved a Conceptual Master Plan for Waukegan Savanna Forest Preserve that identified a key trail connection linking together two regional trails, three Forest Preserves, two parks and large residential areas in Beach Park and Waukegan. This proposed connection will stretch 6.9-miles from the Robert McClory Bike Path at Lyons Woods through Waukegan Savanna to the Des Plaines River Trail at Sedge Meadow Forest Preserve. The District’s engineering consultant, Gewalt Hamilton and Associates (GHA), determined that a portion of the ComEd right-of-way and Waukegan’s Bevier and Henry Pfau Callahan parks was suitable for a multi-use public trail corridor. In 2015, ComEd amended the Lease to include the relevant right-of-way for the planned addition to the trail.

The trail design information submitted by the District for the 2015 amendment did not specify the use of boardwalks, but ComEd determined that a reduction in the District’s planned grading and the installation of boardwalks were necessary to avoid the need for compensatory storage and reduce wetland impacts. Since the 2015 amendment did not specifically identify the use of boardwalks, ComEd has prepared a second amendment to the recreational lease agreement to provide for the installation of boardwalks. ComEd was cognizant of the bidding and construction schedule and actively cooperated with the District.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Director of Planning and Land Preservation, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR MARCH MEETING
MARCH 14, 2017**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith "A Resolution Approving the Second Amendment to a Recreational Lease Agreement with Commonwealth Edison," and requests its approval.

PLANNING COMMITTEE:

Date: 3/6/17 Roll Call Vote: Ayes: ____ Nays: ____
 Voice Vote Majority Ayes; Nays: 0

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO A
RECREATIONAL LEASE AGREEMENT WITH COMMONWEALTH EDISON**

WHEREAS, in 2009, the Lake County Forest Preserve District (the "District") entered into a lease agreement with Commonwealth Edison Company (the "Owner"), pursuant to which the District leases from the Owner certain land (the "Original Property") for the construction, operation, and maintenance of a public multi-use trail by the District (the "Lease"); and

WHEREAS, in 2015, the District and the Owner entered into an Amendment to the Lease expanding the property subject to the Lease and extending the Lease period until September 30, 2035 (the "Amendment"); and

WHEREAS, the Owner and the District have determined that, in order to avoid the need for compensatory storage and to reduce wetland impacts, a second amendment to the Lease is necessary to provide for the installation of boardwalks as part of the multi-use trail (the "Second Amendment"); and

WHEREAS, the District is authorized to lease real property from the Owner for public trail purposes pursuant to Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6; and

WHEREAS, it is in the best interests of the District to approve the Second Amendment;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Approval of the Second Amendment. The Second Amendment is hereby approved in substantially the form attached hereto. The President, Secretary and Executive Director of the District are hereby authorized and directed to execute and attest to, on behalf of the District, the Second Amendment.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2017

AYES:

NAYS:

APPROVED this ____ day of _____, 2017

Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie Gagnani, Secretary
Lake County Forest Preserve District

Exhibit # _____

LEASE# 20090032

R/W NAME: N ½ DES PLAINES-WAUKEGAN R/W

PARCELS: T32-21-23, 26-A, 26-34, 36-A, 36-38, 38-A, 39, 39-A, 40-42, 43(PT), 43-A, 43-B, 61A, 61-65, 65A, 66-71, 71-A, 72-73, 73-A, 74-75, 75-A, 76-78, 78-A, 79, 79-A, 80-87, 87-A, 88, 88-A, 89-92, 92-A, 93-109, 109-A, 110-111, 111-A, 112-113, 113-A, 114-132, 132-A, 133-134, 134-A, 135-146 & 159

SEC: 4, 5 & 6 TWP: 45N RANGE: 12E
OF THE THIRD PRINCIPAL MERIDIAN
LAKE COUNTY, ILLINOIS

PIN#: 08-04-300-001, 08-04-400-001, 08-05-211-046, 08-05-100-010, 08-06-402-001(PT), 08-06-301-001

SECOND AMENDMENT TO RECREATIONAL LEASE

This Second Amendment to Recreational Lease (this "**Amendment**") is made _____, 20__, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (the "**Landlord**") and LAKE COUNTY FOREST PRESERVE DISTRICT (the "**Tenant**") whose address is 1899 W. Winchester Road, Libertyville, IL 60048.

RECITALS

- A. Pursuant to that certain Recreational Lease (the "**Lease**") dated May 1, 2009, as further amended by that Lease Amendment dated September 29, 2015, (collectively, the "**Lease**"), Landlord granted a lease to Tenant to use the Leased Premises (as defined in the Lease).
- B. Landlord and Tenant desire to amend the Lease as set forth herein.

NOW, THEREFORE, for and in consideration of the recitals set forth above, which are incorporated herein and made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree that the Lease is hereby amended and modified as follows:

1. Landlord hereby consents to the following Alterations: add boardwalks to the Premises to provide grading necessary for the proposed path, to shift the proposed path alignment between structures 33 and 34, and to raise the grade to make the path grade consistent. The Alterations are depicted and further described in the attached Exhibit A.
2. In addition to all other terms and conditions of this Amendment and the Lease, Tenant shall comply with all additional requirements included in the attached Exhibit B.
3. Except as expressly modified in this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect, the parties hereto ratifying and confirming the same.
4. This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but, in making proof hereof, it shall only be necessary to produce one such counterpart.

EXECUTED as of the day and year first above written.

LANDLORD:
COMMONWEALTH EDISON COMPANY

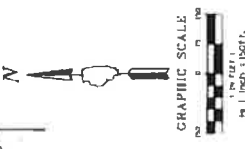
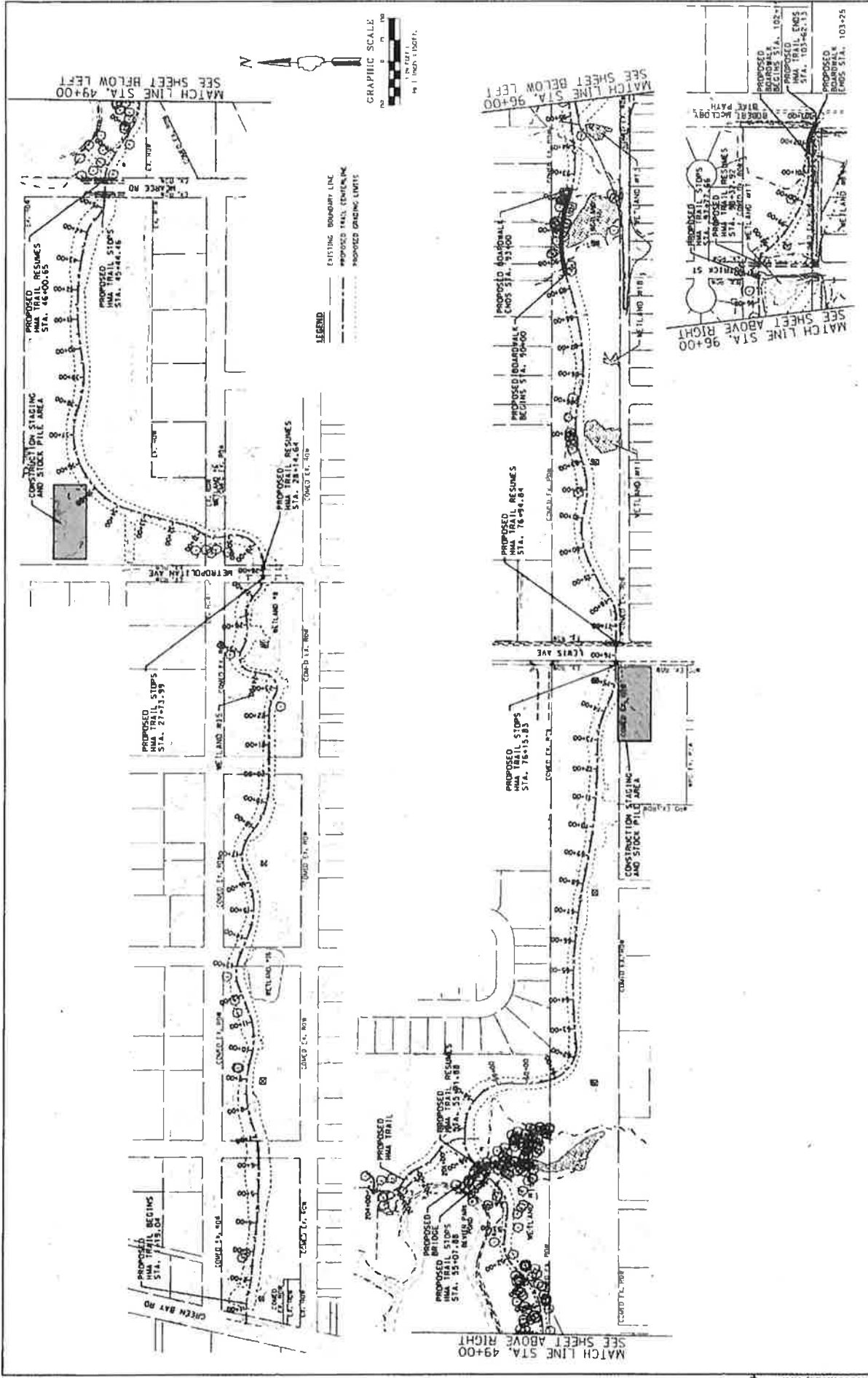
BY: _____
Kendall Hodge
Director, Real Estate & Facilities

TENANT:
Lake County Forest Preserve District

BY: _____
Name: _____
Title: _____

EXHIBIT A

Alterations



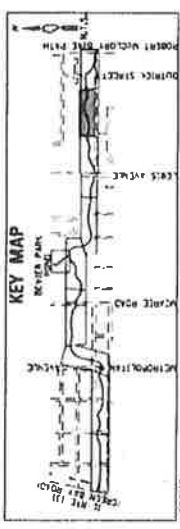
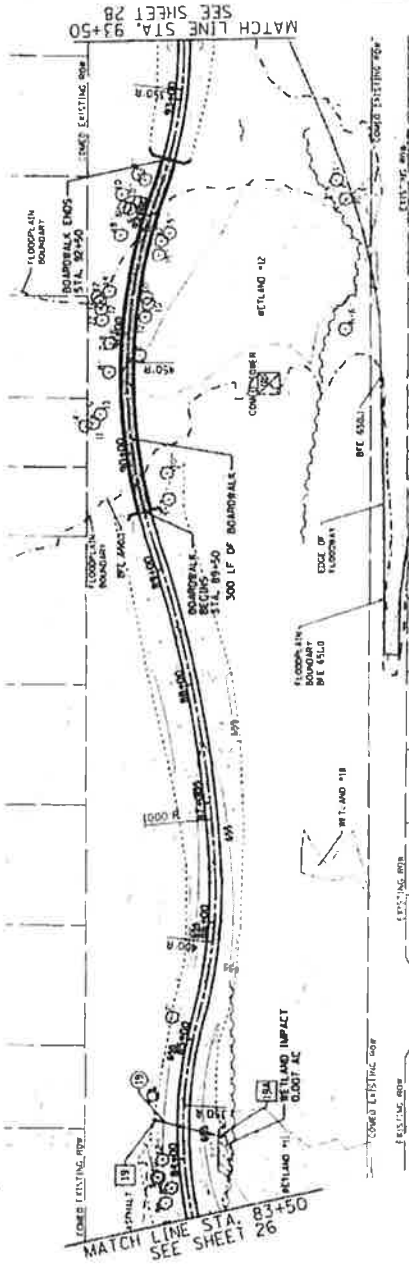
LEGEND

- EXISTING BOUNDARY LINE
- PROPOSED TRAIL CENTERLINE
- PROPOSED GRADING LIMITS

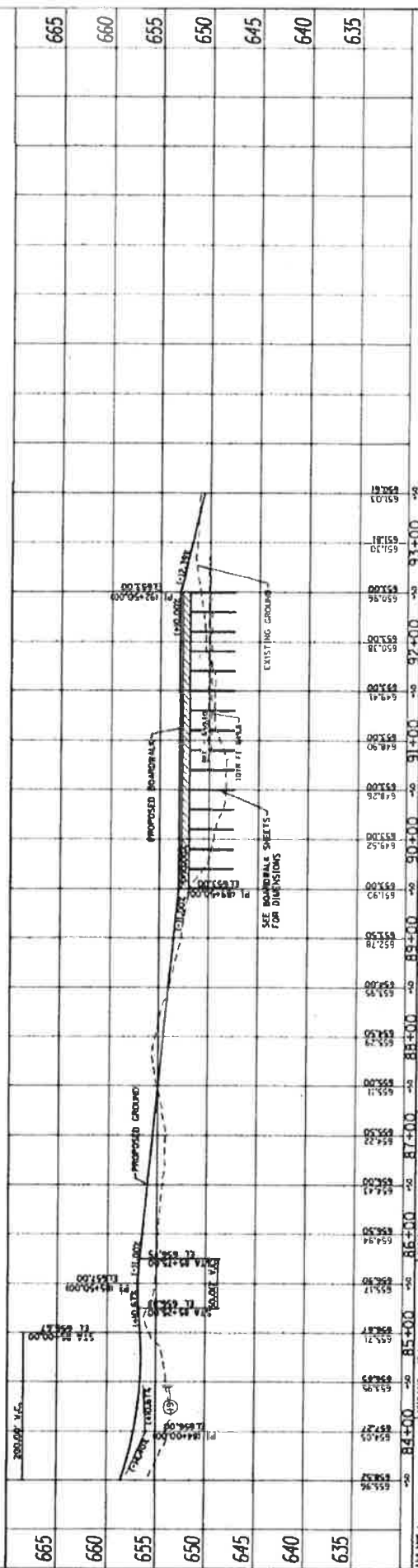
TITLE SHEET PROJECT NO. 103-25 DATE 10/15/13		COUNTY LAKE COUNTY SECTION 14 TOWNSHIP 70000000 BT RANGE 103-25		SHEET 1 OF 1 SCALE 1" = 200'		CONTRACT NO. 61687 DRAWING NO. 103-25	
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION				OVERALL PLAN LYONS WOODS TRAIL			
DESIGNED BY	DATE	REVISED BY	DATE	DESIGNED BY	DATE	REVISED BY	DATE
DRANK	2-5	REVISED		DRANK	2-5	REVISED	
CHECKED	5-5	REVISED		CHECKED	5-5	REVISED	
DATE		DATE		DATE		DATE	

19 21" CAP. ES. 65124 1/4" LF OF 18" WPE @ 1.00%
 21" CAP. ES. 65125 1/4" LF OF 18" WPE @ 1.00%
 21" CAP. ES. 65271 1/4" LF OF 18" WPE @ 1.00%

NOTE: SHEETS 19 FOR DRAINAGE ENHANCEMENT



- LEGEND
- EXISTING BOUNDARY LINE
 - EXISTING WETLAND
 - PROPOSED WETLAND IMPACT
 - PROPOSED 144" SURFACE COURSE, 1/4" @ .150
 - PROPOSED SIDEWALK 5'
 - DETECTABLE WARNINGS
 - TEMPORARY FENCE



STATION	ELEVATION	REVISIONS
665	665.00	
660	660.00	
655	655.00	
650	650.00	
645	645.00	
640	640.00	
635	635.00	

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE
 LYONS WOODS TRAIL

SCALE: 1"=50'

DATE: 11/17/2016

PROJECT NO. 14-1000-01-R1

SECTION 14-1000-01-R1

COUNTY LAKE

CONTRACT NO. 61657

ALTERNATE NO. 00

PROFILE PLOTTED AT 1/8" = 1'

DATE: 11/17/2016

PROJECT NO. 14-1000-01-R1

SECTION 14-1000-01-R1

COUNTY LAKE

CONTRACT NO. 61657

ALTERNATE NO. 00

EXHIBIT B
Additional Requirements

The Tenant must adhere to the following criteria:

1. Engineering review of the portion of the trail crossing the ROW was completed using plans titled "LYONS WOODS TO WAUKEGAN SAVANNA TRAIL," no revisions are listed, plot date 11/14/2016, sheets 20-29.
2. Approval is for a proposed 10'-Feet wide multi-use path route as identified on the above mentioned plans. Approximate length is 1.75 Miles on ComEd property.
3. It should be noted that no plans were provided for the installation of benches, fences, gates, lighting, or vegetation. Therefore, no approval is given for the installation of any benches, fencing, gates, lighting or vegetation. ComEd Engineering must be contacted for written approval of said appurtenances.
4. Prior to and at the completion of the project, the Tenant shall contact ComEd representative Tina Kowalczyk (224) 244 - 1826
5. The Tenant must contact JULIE prior to any excavation.
6. All excavations must be at least fifteen (15) feet from any ComEd structure foundations.
7. At all bike path R/W access points, the Tenant must post highly visible signs within their easement indicating that motorized vehicular use of the path is prohibited. Further, the Tenant must take responsibility to ensure that unauthorized motor vehicular use does not occur.
8. The bike path surface for the Tenant's project cannot use aggregate concrete or curbs
A crushed limestone or asphalt surface is acceptable.
9. The Tenant's proposed grade as indicated on the provided plans appear appropriate, any material deviations from the plan must be approved by ComEd engineering, in addition the Tenant must ensure that the existing drainage is not affected; water does not pool on ComEd property or adjacent properties and ensure safety clearances are not violated.
10. Any damage to ComEd's property caused by the Tenant will be repaired at the Tenant's expense.
11. The Tenant cannot place obstructions on ComEd property that will restrict our ability to access, operate and maintain existing and future transmission and distribution facilities.
12. The Tenant's equipment cannot exceed fourteen (14) feet in height on the right-of-way.
13. The Tenant cannot leave construction equipment and materials on ComEd Property when there is no work activity.

14. When working in the vicinity of ComEd's electric transmission lines during the installation, OSHA requires a minimum of twenty (20) feet working clearance distance must be maintained between the equipment for the Tenant's contractor and ComEd's existing 138,000 volt electric transmission conductors. **Under no circumstances should truckbeds be raised under the Transmission Lines. This note should be added to any construction drawings.**
15. If the Tenant determines a line outage will be required to safely work within the vicinity of the existing Overhead Transmission facilities a minimum of a 16-week prior notifications will be required. The outage dates cannot be guaranteed due to system concerns and/or weather conditions. However, every effort will be made to accommodate the contractors need date. Outages on the overhead transmission facilities will not be permitted between May 15th and September 15th.
16. The Tenant must be made aware that the Company does use heavy equipment and cannot be responsible for any damage to the Petitioner's facilities that may occur due to the Company's right to access our property to operate and maintain new and existing transmission and distribution facilities.
17. Upon completion of Tenant's project, the Tenant must remove any equipment, construction debris and material from the right-of-way and restore any other disturbed areas of the right-of-way to their pre-construction condition.