



LAKE COUNTY FOREST PRESERVES  
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Preservation, Restoration, Education and Recreation

**DATE:** April 30, 2018

**MEMO TO:** Carol Calabresa, Chair  
Planning Committee

**FROM:** Randall L. Seebach  
Director of Planning and Land Preservation

**RECOMMENDATION:** Recommend approval of an Ordinance approving an Intergovernmental Agreement with the County of Lake for the exchange of fee simple interests, the granting by the District of permanent and temporary easements, and the engineering and construction of trails and improvements by the County and the District at various forest preserves.

**STRATEGIC DIRECTIONS SUPPORTED:** Public Access and Connections; Leadership, Organizational Sustainability

**FINANCIAL DATA:** There is no financial impact at this time. The anticipated loss of fee-simple property, expenses related to trail construction, and the waiving of tree impact fees will affect the District's financial status, but the key to this Agreement is the expectation that the savings to the District in other areas will balance those losses and expenses with a reduction in costs for other District projects. No cash is anticipated to change hands between the District and the County as a result of this Agreement.

**BACKGROUND:** In early November, LCDOT proposed a wide-ranging intergovernmental agreement (IGA) to cover a variety of projects of concern to both LCDOT and the District, located at or adjacent to six different forest preserves. By including a number of projects under the auspices of one IGA, each entity hopes to save both time and legal costs, and realize efficiencies by sharing responsibility on certain projects.

Each body will both obtain and relinquish real property from and to the other body, and pay for projects that would not normally be within its individual responsibility. The District will also waive tree impact fees for one project that are otherwise required by the District's License and Easement Ordinance. Each agency will also agree to undertake certain projects that benefit the other agency, but that are more efficient for the performing agency to complete.

Based on an assumed land value of \$0.80 per square foot, or \$34,848 per acre, the estimated value of the projects to be completed by LCDOT under the IGA, staff believes that the IGA presents fair and beneficial consideration to both parties.

In January 2018, the Planning Committee reviewed a Policy Direction and authorized staff to negotiate a mutually acceptable IGA presented and attached hereto.

**REVIEW BY OTHERS:** Executive Director, Chief Operations Officer, Director of Finance, Corporate Counsel.



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

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE  
COUNTY OF LAKE FOR THE EXCHANGE OF PROPERTY RIGHTS AND THE DESIGN AND  
CONSTRUCTION OF PUBLIC IMPROVEMENTS AT VARIOUS FOREST PRESERVES**

**WHEREAS**, the County of Lake (the “County”) currently owns fee simple title to certain real property consisting of approximately 0.25 acres located at the northwest corner of the intersection of Green Bay Road and Casimir Pulaski Drive, and adjacent to Greenbelt Forest Preserve (the “County Property”); and

**WHEREAS**, the Lake County Forest Preserve District (the “District”) currently owns fee simple title to certain real properties within Wadsworth Savanna Forest Preserve, Grant Woods Forest Preserve, and Greenbelt Forest Preserve that are adjacent to County rights of way (collectively, the “District Property”); and

**WHEREAS**, the County and the District have negotiated an intergovernmental agreement pursuant to which (i) the County would convey the County Property to the District, (ii) the District would convey the District Property to the County, (iii) the District would grant to the County for public services (specifically, to expand County road rights-of-way, construct shared path improvements, and accommodate additional public road improvements) certain permanent and temporary easements and a temporary license, and (iii) the District and the County would each design and construct certain public improvements, all in substantially the form attached hereto as Exhibit A (the “Intergovernmental Agreement”); and

**WHEREAS**, the County has adopted (i) an ordinance approving the Intergovernmental Agreement, declaring that it is necessary or convenient for it to use, occupy or improve the District Property for public purposes and requesting that the District convey the District Property to the County; and (ii) a resolution approving the conveyance of the County Property to the District; and

**WHEREAS**, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., and other applicable authority, the District is authorized to acquire the County Property from the County and the County is authorized to convey the County Property to the District; and

**WHEREAS**, pursuant to Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, the District may grant licenses and easements for public services; and

**WHEREAS**, the Board of Commissioners finds that (i) the County Property is suitable for District purposes and the District hereby declares that it is necessary or convenient for it to use, occupy or improve the County Property, (ii) acquisition of the County Property would expand upon and enhance the holdings of Greenbelt Forest Preserve, provide expanded forest preserve holdings, protect wildlife habitat, provide expanded trail opportunities and scenic vistas, and serve as a visual, topographic and ecologic extension of adjoining District properties, and (iii) it is in the best interests of the District to acquire the County Property; and

**WHEREAS**, the Board of Commissioners further finds that it is in the best interests of the District to approve the Intergovernmental Agreement;

**NOW, THEREFORE, BE IT ORDAINED** 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 part of this Ordinance by this reference.

Section 2. Ownership and Boundaries. The County Property (identified in the Intergovernmental Agreement as the “Excess Pulaski Drive Parcel”) is publicly owned, and lies wholly within the limits of the District.

Section 3. Suitability. The County Property is suitable to be used, occupied, and developed for forest preserve and related purposes, and it is necessary and desirable that the County Property be acquired by the District, as provided in the Intergovernmental Agreement.

Section 4. Approval of Intergovernmental Agreement. The Intergovernmental Agreement is hereby approved in substantially the form attached hereto. The District shall acquire the County Property from the County, and convey the District Property to the County, upon the terms and conditions of the Intergovernmental Agreement and such other terms and conditions as shall be approved by the District. The President, Secretary, and Executive Director of the District (and his designees) are hereby authorized and directed (i) to execute and attest to, or cause the execution and attestation of, on behalf of the District, the Intergovernmental Agreement and all other documents that are necessary to effectuate the transactions and purposes of the Intergovernmental Agreement, provided that any documents have first been approved by the District’s Corporate Counsel and (ii) to take such other actions as may be necessary to complete such transactions.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2018

AYES:

NAYS:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2018

APPROVED:

\_\_\_\_\_  
Ann B. Maine, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

**Intergovernmental Agreement**  
**by and between**  
**Lake County Forest Preserve District**  
**and**  
**County of Lake**  
**regarding**  
**Conveyance of Land, Grants of Easements,**  
**and**  
**Construction of Trails and other Improvements**

This Intergovernmental Agreement (this "**Agreement**") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2018 ("**Effective Date**"), and is by and between the **Lake County Forest Preserve District**, a body politic and corporate, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/001 et seq. (the "**District**"), and the **County of Lake**, an Illinois body politic and corporate, organized and existing under the Illinois Counties Code, 55 ILCS 5/1-1001, et seq. (the "**County**") (the District and the County are, collectively, the "**Parties**"). In consideration of the recitals and agreements set forth in this Agreement, and pursuant to all applicable authority, including without limitation, the Illinois Constitution, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., the statutes and authorities identified above, and all other applicable authority, the District and the County agree as follows:

**Section 1. Recitals.**

**A.** The District owns fee simple interest in certain real properties known as Wadsworth Savanna Forest Preserve ("**Wadsworth Savanna**"), Grant Woods Forest Preserve ("**Grant Woods**"), and Greenbelt Forest Preserve ("**Greenbelt**"). The County, through its Division of Transportation, desires to acquire fee simple interest, and permanent and temporary easements, in portions of Wadsworth Savanna, Grant Woods, and Greenbelt, to expand County road rights-of-way, construct shared path improvements, and accommodate additional public road improvements, as set forth more fully below.

**B.** Specifically, the County desires that the District:

- (i) at Wadsworth Savanna, convey fee simple interest in approximately 0.02 acres of land (generally depicted on Exhibit A as "Fee Simple Parcel") and grant a temporary construction easement in approximately 0.09 acres of land (generally depicted on Exhibit A as "Temporary Easement"), for the County's proposed improvements to the intersection of Kilbourne Road (County Highway 37) and Wadsworth Road (County Highway 17),
- (ii) at Grant Woods, convey fee simple interest in approximately 0.8 acres of land (generally depicted on Exhibit B as "Fee Simple Parcel") and grant a temporary construction easement in approximately 0.95 acres of land (generally depicted on Exhibit B as "Temporary Easement"), for the County's proposed roundabout improvements to the intersection of Fairfield Road (County Highway 49) and Monaville Road (County Highway 55), and grant a "Permanent Easement" or "Restrictive Covenant" satisfactory to the Lake

County Stormwater Management Commission (“**SMC**”) within a portion of the Temporary Easement for the off-site compensatory storage of stormwater (the “**Grant Woods Stormwater Easement/Covenant**”), and

- (iii) at Greenbelt, convey fee simple interest in three parcels of land, which are approximately 0.028 acres, 1.45 acres, and 0.08 acres (which parcels are generally depicted on Exhibit C as “Fee Simple Parcels”), grant a permanent easement in approximately 0.028 acres of land (generally depicted on Exhibit C as “Permanent Easement”), and grant temporary construction easements in two parcels of land, which are approximately 0.243 acres and 0.025 acres (generally depicted on Exhibit C as “Temporary Easements”), for proposed County intersection improvements to Lewis Avenue (County Highway 27) and 14<sup>th</sup> Street (proposed County Highway 78), the proposed reconstruction of 14<sup>th</sup> Street, the proposed construction of a shared use path within the 14<sup>th</sup> Street right of way, the proposed construction of a roundabout and shared use path at the intersection of Dugdale Road and 14<sup>th</sup> Street, proposed construction of a shared use path within the Dugdale Road right of way, and for proposed improvements to the intersection of Green Bay Road and 14<sup>th</sup> Street.

**C.** The County owns fee simple interest in certain real property that is adjacent to Greenbelt and adjacent to a public County road known as Casimir Pulaski Drive (County Highway 78), which is generally depicted as the “**Pulaski Drive Parcel**” on Exhibit C. The District desires to acquire a 0.215-acre portion of the Pulaski Drive Parcel, generally depicted on Exhibit C as the “**Excess Pulaski Drive Parcel**”. The County’s County Engineer has determined that the Excess Pulaski Drive Parcel is unnecessary for current or future transportation improvements.

**D.** The District also owns fee simple interest in certain real property known as Grainger Woods Conservation Preserve (“**Grainger Woods**”) and Captain Daniel Wright Woods Forest Preserve (“**Wright Woods**”). Grainger Woods and Wright Woods are separated, in part, by Saint Mary’s Road (County Highway 41) and Everett Road (County Highway 52), public roads that are within the County’s jurisdiction. There currently exists a culvert underneath Saint Mary’s Road (the “**Existing Culvert**”). The District desires that the County, at no cost to the District, replace the Existing Culvert with two new concrete box culverts that are approximately 60 linear feet each in length and that are designed by the District (the “**New Culverts**”) to address District drainage concerns at Grainger Woods and Wright Woods, in the location generally depicted on Exhibit D. There currently exists a District public recreational trail within Wright Woods and a District public recreational trail within Grainger Woods, portions of which are depicted on Exhibit D as “**Existing Forest Preserve Trails**.” The District desires that the County engineer, design, and construct, at no cost to the District, a pedestrian and bicycle path (the “**Planned Grainger-Wright Trail Connection**”) to connect the Existing Forest Preserve Trails, within the right of way of Everett Road, as generally depicted on Exhibit D.

**E.** The District also owns fee simple interest in certain real property know as Ray Lake Forest Preserve (“**Ray Lake**”). The County has jurisdiction over a certain public road that is adjacent to Ray Lake known as Fremont Center Road (County Highway 62). The County had planned to construct a segment of the public recreational trail known as the “**Fort Hill Trail**” within the right of way of Fremont Center Road, in the location generally depicted on Exhibit E as the “**Original County Planned Fort Hill Trail Location**”. The District had planned to

construct another segment of the Fort Hill Trail within Ray Lake (the “**Original District Planned Fort Hill Trail**”), in the location generally depicted on Exhibit E, page 1, as the “**Original District Planned Fort Hill Trail Location**”, to connect to the Original County Planned Fort Hill Trail Location. The County now desires that the District engineer, design, and construct, at no cost to the County, the “**New Planned District Fort Hill Trail**” in the locations generally depicted on Exhibit E, page 2, as the “**New Planned District Fort Hill Trail Location**” and on Exhibit E, page 2, as the “**Original District Planned Fort Hill Trail Location**,” which will connect the District’s trails within Ray Lake to the approximate intersection of Fremont Center Road and Erhart Road, and which will also relieve the County of constructing the Fort Hill Trail in the Original County Planned Fort Hill Trail Location south of Erhart Road.

F. There currently exist at Greenbelt (i) existing District trails and (ii) timber steps that connect existing District trails to the Dugdale Road right of way and that are generally depicted on the photograph on Page 5 of Exhibit C (the “**Timber Steps**”). The District desires that the County, at no cost to the District (i) remove the Timber Steps, grade the land between the Dugdale Road right of way and the existing District trails, and engineer, design, and construct an accessible asphalt trail that connects the Dugdale Road right of way with such trails, as generally depicted on Page 2 of Exhibit C as the “**Planned Greenbelt-Dugdale Trail Connection**” and (ii) construct a new shared use path in the location generally depicted on Page 2 of Exhibit C as the “**Planned Greenbelt-14<sup>th</sup> Street Trail Connection**,” which is on the west side of, and within, the future Dugdale Road right of way and which will connect existing District trails with the proposed, new shared use path along 14<sup>th</sup> Street.

G. The District has adopted “An Ordinance Regarding Licenses and Easements for Public Services,” governing the District’s grant of licenses and easements for the construction, operation, and maintenance of public services, including public roads (the “**License and Easement Ordinance**”).

## **Section 2. Conveyance and Grant to County of Fee Simple Parcels and Easements.**

At such times as the County determines that it is appropriate for it to acquire a Fee Simple Parcel, a Temporary Easement, or a Permanent Easement, or it or SMC to acquire the Grant Woods Stormwater Easement/Covenant, but in no event later than 12 years after the Effective Date, the County shall, on a project by project basis, prepare and deliver to the District (i) for the conveyance of a Fee Simple Parcel, a quit claim deed with an attached plat and legal description legally describing the land being conveyed, substantially in the form included in Exhibit F,(ii) for the grant of a Temporary Easement or a Permanent Easement, a grant of easement with an attached plat and legal description legally describing the area of such easement, substantially in the form included in Exhibit F, and (iii) for the Grant Woods Stormwater Easement/Covenant, a covenant substantially in the form included in Exhibit F or an easement or covenant otherwise satisfactory to SMC (each a “**Conveyance Document**”) The final configuration of each Fee Simple Parcel and each Easement, as conveyed or granted in a Conveyance Document, will be subject to the approval of the County’s County Engineer and the District’s Executive Director, who shall not unreasonably withhold or delay their approval. The District’s President and Executive Director shall review a Conveyance Document and promptly notify the County’s County Engineer whether the District approves or disapproves of the Conveyance Document and, if it disapproves, shall identify in such notice any deficiencies in, and proposed revisions or corrections to, the Conveyance Document. The District’s President and Executive Director shall not unreasonably withhold or delay their approval of a Conveyance

Document. After a Conveyance Document is approved by the District, the President shall execute the Conveyance Document, cause any other necessary District officer or employee to execute the Conveyance Document, and deliver the Conveyance Document to the County's County Engineer. Thereafter, a Fee Simple Parcel will be deemed to be part of the County's public right-of-way and the Lake County Highway System. The District has no obligation to review, approve, or execute a Conveyance Document that is submitted more than 12 years after the Effective Date.

**Section 3. Conveyance to District of Excess Pulaski Drive Parcel.**

Not later than the date upon which the District conveys and grants to the County the Fee Simple Parcels, Permanent Easement, and Temporary Easements generally depicted on Exhibit C, the County Board Chair shall execute, and cause any other necessary County officer or employee to execute, and deliver to the District a quit claim deed, prepared by the District, conveying the Excess Pulaski Drive Parcel to the District (the "**Quit Claim Deed**"). Prior to such conveyance, the District shall prepare and deliver to the County's County Engineer a draft of the Quit Claim Deed and the County's County Engineer shall promptly notify the District whether the County approves or disapproves of the Quit Claim Deed and, if it disapproves, shall identify in such notice any deficiencies in, and proposed revisions or corrections to, the Quit Claim Deed. The County Engineer shall not unreasonably withhold or delay his or her approval of the Quit Claim Deed. The final configuration of the Excess Pulaski Drive Parcel, as conveyed in the Quit Claim Deed, will be subject to the approval of the County's County Engineer and the District's Executive Director, who shall not unreasonably withhold or delay their approval.

**Section 4. Design and Construction of Improvements.**

**A. District's Design and Construction Obligations.** The District shall, at no cost to the County:

- (i) not later than 12 years after the Effective Date, design and construct the new Planned District Fort Hill Trail in the New Planned District Fort Hill Trail Location and the Original District Planned Fort Hill Trail Location, as depicted on Exhibit E, page 2.
- (ii) (a) design the New Culverts and (b) design, obtain permits for, and (simultaneously with the County's installation of the New Culverts as provided in Section 4.B.3(ii)) construct any work on District-owned property adjacent to the New Culverts that is necessary for the New Culverts to function properly (which designs will be incorporated into the Final County Design Plans defined below).

**B. County's Design and Construction Obligations.**

**1. Design.** Not later than 12 years after the Effective Date, the County, at no cost to the District, shall cause to be prepared final engineering and design plans for:

- (i) the Planned Grainger-Wright Trail Connection, which will be substantially the same as the design for such connection as depicted in the "Plans for Proposed St. Mary's Road & Everett Road 3R, Section 15-00117-03-RS" plan set, prepared by the County of Lake, with a "Plotted by" date of 11/16/2017 for sheets 1-29,



inclusive, and sheets X-Z, inclusive, and a “Plotted by” date of 11/17/2017 for sheets 30-138, inclusive, which plans have been prepared by or on behalf of the County for improvements to St. Mary’s Road and Everett Road (the “St. Mary’s/Everett Project”),

- (ii) the Planned Greenbelt-14<sup>th</sup> Street Trail Connection and the Planned Greenbelt-Dugdale Trail Connection, which designs will be substantially similar to other similarly situated trails, and
- (iii) with respect to District property within or adjacent to any Permanent or Temporary Easements, measures to protect such property and any adjacent District property, including any adjacent quality trees and to restore such property in general conformance with the specifications attached as Exhibit G; and

send such engineering and design plans and specifications (collectively, the “**Final County Design Plans**”), collectively or individually, to the District’s Executive Director. The District’s Executive Director shall review the Final County Design Plans, with respect to the New Culverts, Planned Grainger-Wright Trail Connection, the Planned Greenbelt-14<sup>th</sup> Street Trail Connection, the Planned Greenbelt-Dugdale Trail Connection, and any other work within District owned property or on District facilities, and promptly approve or reject them, in accordance with the standards stated above in this Subsection 4.B.1.

**2. Negotiation for Municipal Maintenance Commitment.** The County shall engage in good faith negotiations with the City of North Chicago or the City of Waukegan for an agreement or other commitment pursuant to which such municipality will agree to operate and maintain the Planned Greenbelt-14<sup>th</sup> Street Trail Connection and the Planned Greenbelt-Dugdale Trail Connection in accordance with the County’s Policy on Infrastructure Guidelines for Non-Motorized Travel Investments (December 2010) (a “**Municipal Maintenance Commitment**”).

**3. Construction and Restoration.** The County shall, in accordance with the District-approved Final County Design Plans, and at no cost to the District:

- (i) not later than 12 years after the Effective Date, install the New Culverts and construct the Planned Grainger-Wright Trail Connection,
- (ii) (a) if it has obtained a Municipal Maintenance Commitment and (b) simultaneously with the County’s construction of its planned improvements to 14<sup>th</sup> Street from IL Route 131 to Jackson Street (designated by the County as County Section 99-00260-01-WR), construct the Planned Greenbelt-14<sup>th</sup> Street Trail Connection, and the Planned Greenbelt-Dugdale Trail Connection.
- (iii) construct the remainder of the Original County Planned Fort Hill Trail north of Erhart Road, extending approximately one mile north and east from the intersection of Erhart Road and Fremont Center Road to its current termination near Fremont Township’s Behm Homestead Park. The County will make a good faith effort to complete the extension by 2040 in accordance with the County’s 2040 Non-Motorized Plan, and
- (iv) restore District property.

**C. Southern Extension of Fort Hill Trail.** The Parties acknowledge that the extension of the Fort Hill Trail south to the Fremont Elementary School, as generally depicted on Exhibit E as “**Other Planned Fort Hill Trail Location,**” is included in the County’s 2040 Non-Motorized Plan. However, nothing in this Agreement, including this Subsection 4.C, requires the County or District to convey right of way necessary for, or fund the engineering, design or construction of, such trail extension.

**D. Licenses and Permits.**

**1. District-Issued License.** For the St. Mary’s/Everett Project, the District, at no cost to the County, shall grant a license to the County for such entry and use, at the following driveways and path connection locations, which are stations identified in the St. Mary’s/Everett Project Plans , in accordance with the District’s “Ordinance Regarding Licenses and Easements for Public Services.”

- a. St. Mary’s Road Station 11+35, RT
- b. St. Mary’s Road Station 39+05, LT
- c. Everett Road Station 158+90, RT
- d. Everett Road Station 178+80, RT

With respect to any disturbance to District property resulting from the County’s use of such license, the County shall restore the disturbed area by planting a standard roadside mix, and need not follow the maintenance and monitoring period and other stipulations set forth in Exhibit G.

**2. County-Issued Permits.** Prior to the construction of the Planned Grainger-Wright Trail Connection and the New Planned District Fort Hill Trail, the District shall submit to the County, and the County’s County Engineer shall approve, an executed LOCAL AGENCY UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (“**Local Agency Acceptance Form**”) with respect to the portions of such improvements within the County highway rights of way.

**Section 5. Maintenance of Improvements.**

**A. County’s Maintenance Obligations.** The County, at no cost to the District, shall maintain:

- (i) the portion of the New Culverts within the Saint Mary’s Road right of way and
- (ii) the Original County Planned Fort Hill Trail north of Erhart Road.

**B. District’s Maintenance Obligations.** Following the County’s satisfaction of its construction obligations, the District, at no cost to the County, shall maintain, and be responsible for any future capital repairs and improvements to:

- (i) areas on District property, and not within the St. Mary’s Road right of way, as necessary for the proper functioning of the New Culverts, and

- (ii) the Planned Grainger-Wright Trail Connection, which maintenance shall, with respect to any work within a County right of way (a) include any modifications within the County highway right of way that are necessary because of any future County improvements within such right of way and (b) except in the event of an emergency, be performed on weekdays between 9:00 am and 3:00 pm or on weekends or holidays (collectively, "**County ROW Maintenance Requirements**"), and
- (iii) the New Planned District Fort Hill Trail.

**C. Municipal Maintenance Obligations.** If it has obtained a Municipal Maintenance Commitment, the County, at no cost to the District, shall cause either the City of North Chicago or the City of Waukegan to maintain:

- (i) the Planned Greenbelt-14<sup>th</sup> Street Trail Connection and
- (ii) the Planned Greenbelt-Dugdale Trail Connection.

**Section 6. No Additional Payments or Fees.**

Each Party acknowledges that the other Party's obligations under this Agreement are adequate consideration for the Party's rights under this Agreement; therefore, neither Party is required to pay any purchase price, easement fees, license fees, permit fees, or other amounts to the other Party for the property rights conveyed and granted under this Agreement. The Parties further acknowledge that the District has approved this Agreement pursuant to a resolution or an ordinance that waived fees that the County would otherwise have been required to pay to the District pursuant to the License and Easement Ordinance, for the easements granted by the District pursuant to this Agreement, including without limitation Monetary Fees and Tree Compensation Fees. In addition, the District will not be required to pay the County for any permit fees or other similar fees that would otherwise be applicable to any of the work being performed by or on behalf of the District pursuant to his Agreement.

**Section 7. General Provisions.**

**A. Compliance with Laws.** All work undertaken pursuant to this Agreement must be designed and constructed in accordance with all applicable laws.

**B. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section,

each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the District shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District  
1899 W. Winchester Road  
Libertyville, IL 60048  
Attention: Executive Director  
Email: akovach@lcfpd.org

With a copy to:

Matthew E. Norton, Esq.  
Burke, Warren, MacKay & Serritella, P.C.  
330 N. Wabash Ave.  
Suite 2100  
Chicago, IL 60611-3607  
Email: mnorton@burkelaw.com

Notices and communications to the County shall be addressed to, and delivered at, the following addresses:

Lake County Division of Transportation  
600 W. Winchester Road  
Libertyville, IL 60048  
Attention: County Engineer  
Email: DOT@lakecountyil.gov

With a copy to:

Lake County State's Attorney  
18 N. County Street  
Waukegan, IL 60085  
Attention: Civil Division  
Email: ggunnarsson@lakecountyil.gov

The requirements of this Section shall not be deemed to invalidate any notice actually received.

**C. Time of the Essence; Extension of Time Periods.** Time is of the essence in the performance of this Agreement. Each time period provided for in Sections 2, 3, and 4 of this Agreement may be extended by not more than two years in a written amendment to this Agreement that is approved by the County's County Engineer and the District's Executive Director.

**D. Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**E. Exhibits.** The exhibits attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement.

**F. Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with applicable law.

**G. Authority to Execute.** Each person executing this Agreement warrants and represents to the Parties (i) that he or she has the full and complete right, power and authority to execute this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement on behalf of the Party on whose behalf he or she is executing; and (ii) that all legal actions necessary to authorize him or her to execute and deliver this Agreement have been taken.

**H. No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation, or entity shall be made, or be valid, against the Parties.

**I. Power and Authority of the County and County's County Engineer.** 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, manage, improve, construct, reconstruct, repair, widen or expand County Highways as best determined, as provided by law.

**J. Relationship of the District and the County.** Nothing in this Agreement is intended or shall be construed, in any manner or form, as creating or establishing a legal partnership or agency relationship between the Parties, or as establishing (i) the District (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the County or (ii) the County (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the District, for any purpose or in any manner, whatsoever. Each Party is and shall remain independent of the other Party with respect to all services performed under this Agreement.

**K. Entire Agreement.** The entire agreement of the Parties is contained herein, and this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.

**L. Agreement Shall Be Binding.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. Neither Party shall 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 to this Agreement.

**M. Enforcement.** This Agreement shall be enforceable in any court of competent jurisdiction in Lake County by each of the Parties by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements, duties, responsibilities and obligations contained herein.

**N. Multiple Counterparts.** This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this Agreement.

ATTEST:

**Lake County Forest Preserve District**

By: \_\_\_\_\_  
Julie Gragnani, Secretary

By: \_\_\_\_\_  
Ann B. Maine, President

**Recommended for Execution**

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

ATTEST:

**County of Lake**

By: \_\_\_\_\_  
Carla N. Wyckoff, Clerk  
Lake County

By: \_\_\_\_\_  
Aaron Lawlor, Chairman  
Lake County Board

# Exhibit A

## Legend



Forest Preserve Boundary



Fee Simple Parcel: 0.02 Acres

Temporary Easement: 0.09 Acres

Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, IL 60048  
847-367-8640  
www.lcfd.org



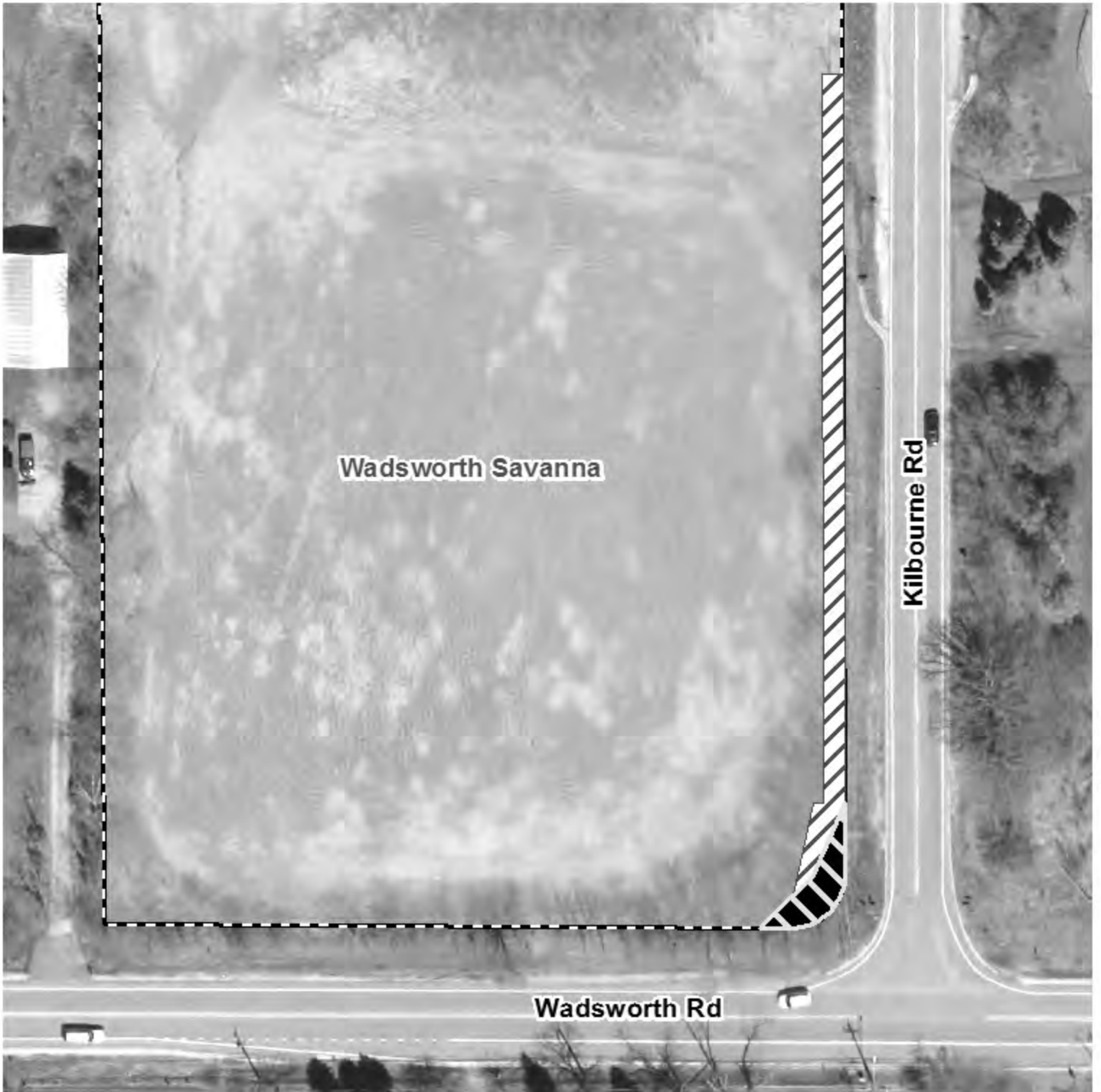
Courtesy Copy Only.  
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

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

0 25 50 100 Feet

2015 Aerial Photo

Map Prepared 13 March 2018



# Exhibit B

## Legend



Forest Preserve Boundary



Fee Simple Parcel: 0.8 Acres



Temporary Easement: 0.95 Acres

Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, IL 60048  
847-367-8640  
www.lcfd.org

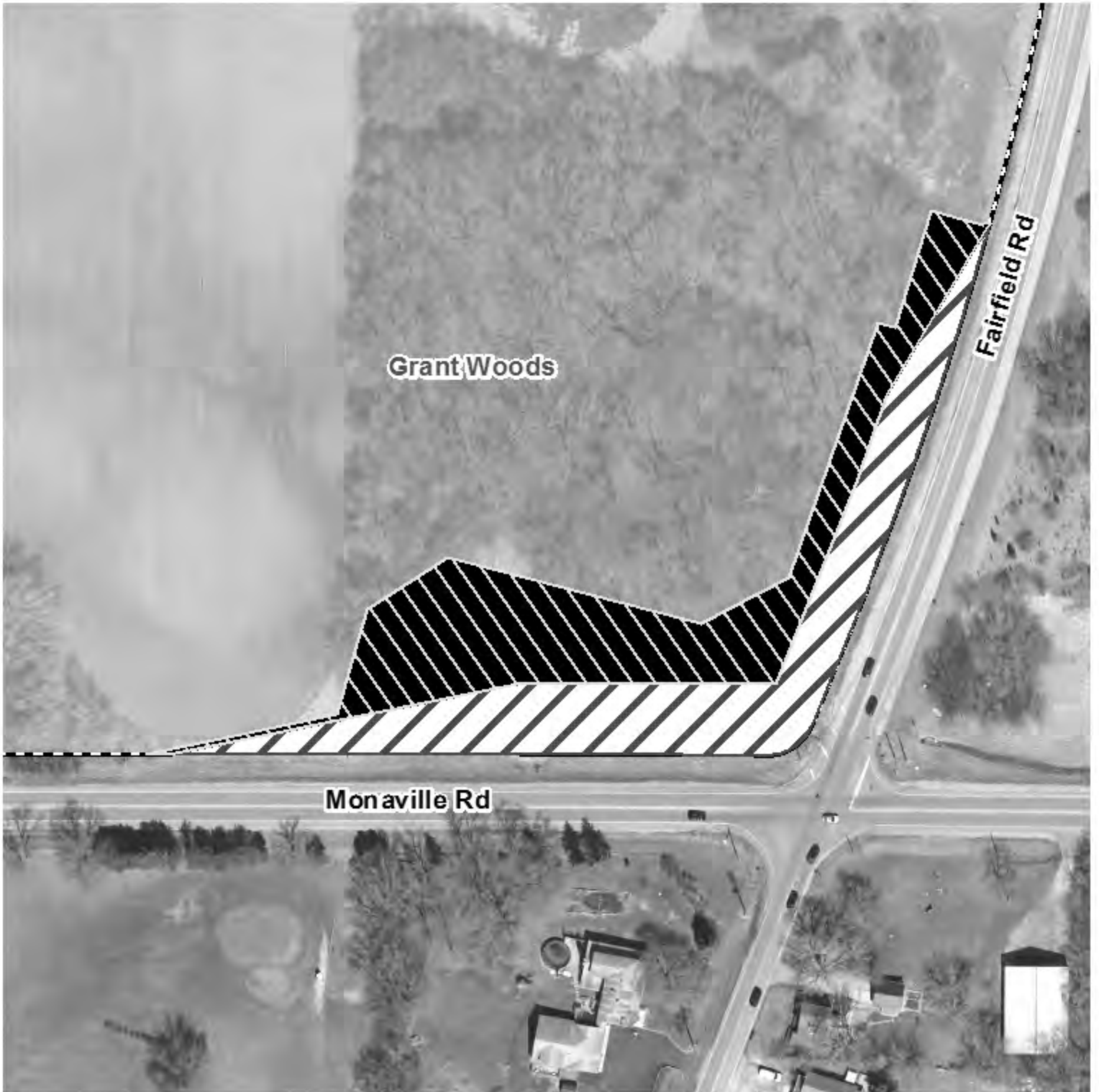
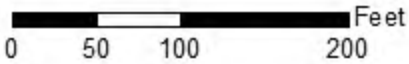


Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
should not be used to determine setbacks for  
structure or as a basis for purchasing property.

2015 Aerial Photo

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

Map Prepared 13 March 2018





# Exhibit C

## Page 1

### Legend

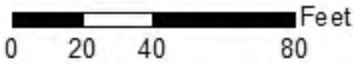
-  Forest Preserve Boundary
-  Fee Simple Parcel 0.028 Acres
-  Temporary Easement: 0.025 Acres

Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, IL 60048  
847-367-8640  
www.lcfd.org



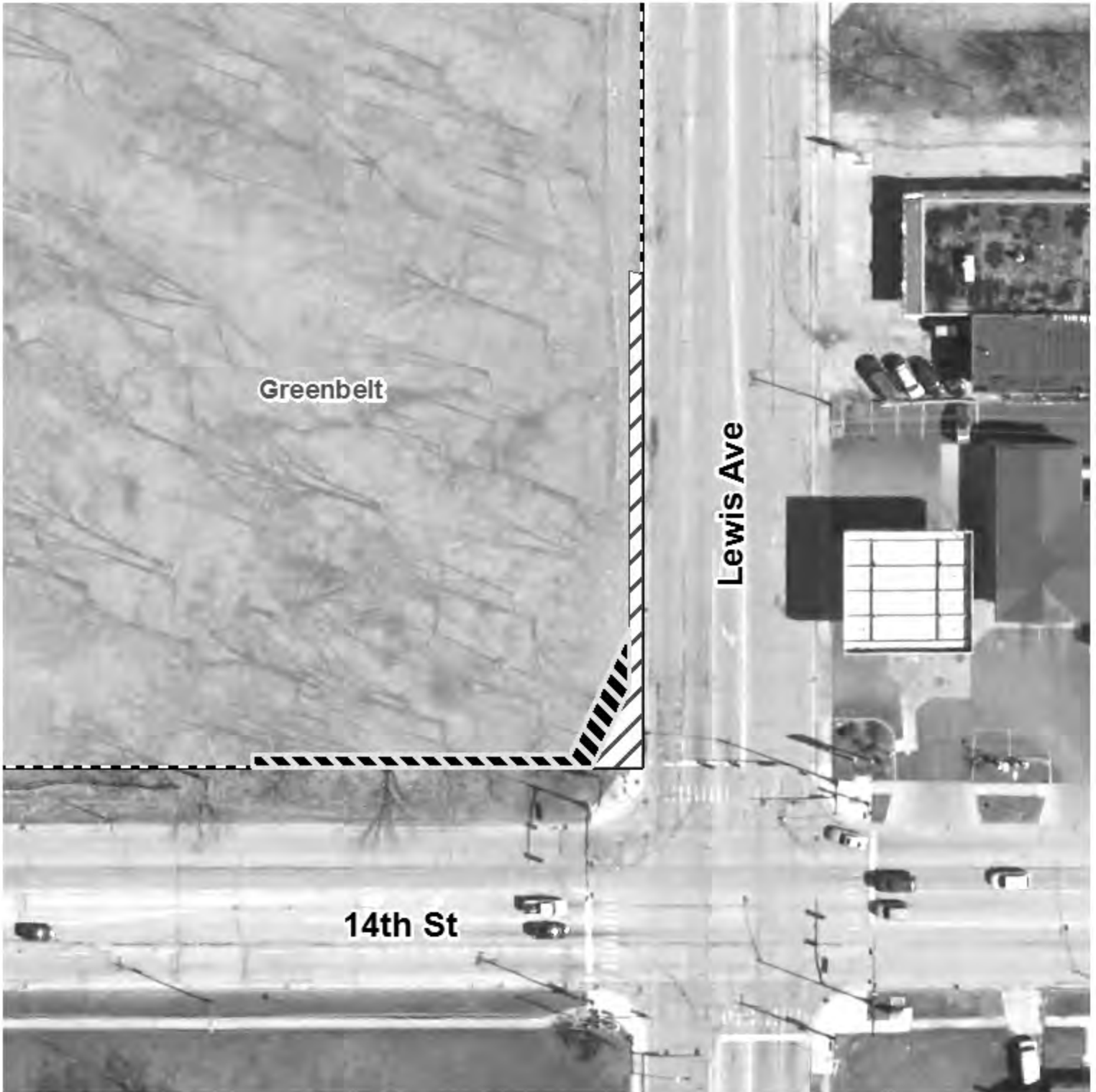
Courtesy Copy Only.  
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

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



2015 Aerial Photo

Map Prepared 13 March 2018





# Exhibit C Page 2



## Legend

-  Forest Preserve Boundary
-  Fee Simple Parcel: 0.08 Acres
-  Fee Simple Parcel: 1.45 Acres
-  Planned Trail on 14th St
-  Planned Greenbelt-14th Street Trail Connection
-  Planned Greenbelt - Dugdale Trail Connection
-  Existing Forest Preserve Trails

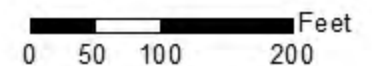
Lake County Forest Preserve District  
 1899 W Winchester Rd  
 Libertyville, Illinois 60048  
 847-968-3351  
 www.lcfpd.org

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

2015 Aerial Photo

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

Map Prepared 13 March 2018






# Exhibit C

## Page 3



### Legend

-  Forest Preserve Boundary
-  Pulaski Drive Parcel:  
0.325 Acres
-  Excess Pulaski Drive  
Parcel: 0.215 Acres

Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, Illinois 60048

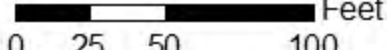
847-968-3351  
[www.lcfd.org](http://www.lcfd.org)

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

2015 Aerial Photo

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

Map Prepared 13 March 2018

 Feet  
0 25 50 100

# Exhibit C

## Page 4



### Legend

-  Forest Preserve Boundary
-  Permanent Easement:  
0.028 Acres
-  Temporary Easement:  
0.243 Acres

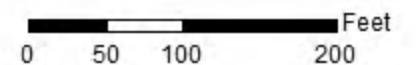
Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351  
[www.lcfd.org](http://www.lcfd.org)

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

2015 Aerial Photo

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

Map Prepared 13 March 2018



# Exhibit C

## Page 5

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

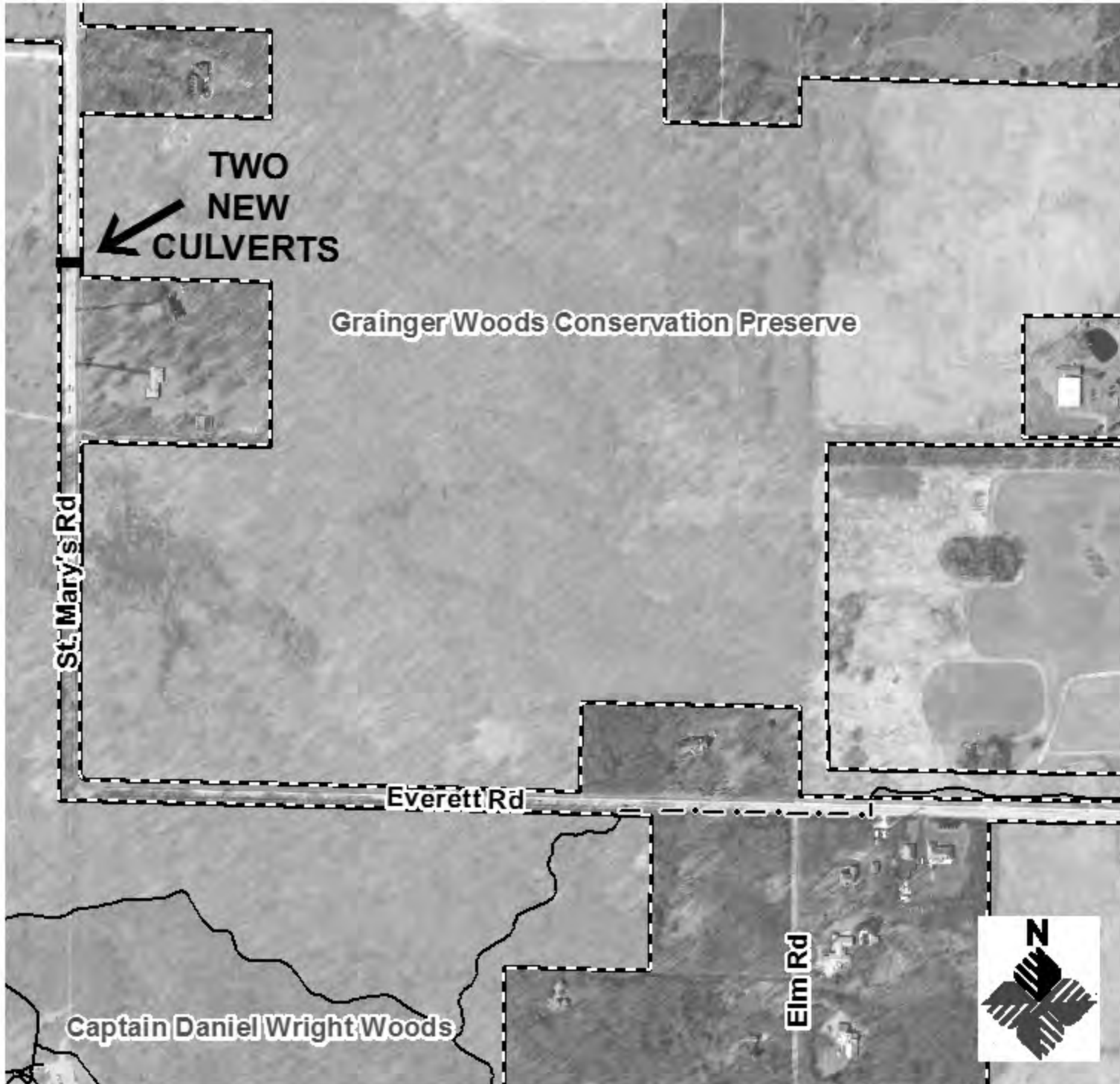
Prepared 13 March 2018

Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, Illinois 60048

847-968-3351  
www.lcfd.org



# Exhibit D



## Legend

- Forest Preserve Boundary
- Existing Forest Preserve Trails
- Two New Culverts
- Planned Grainger-Wright Trail Connection

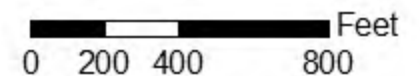
Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351  
www.lcfd.org

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

2015 Aerial Photo

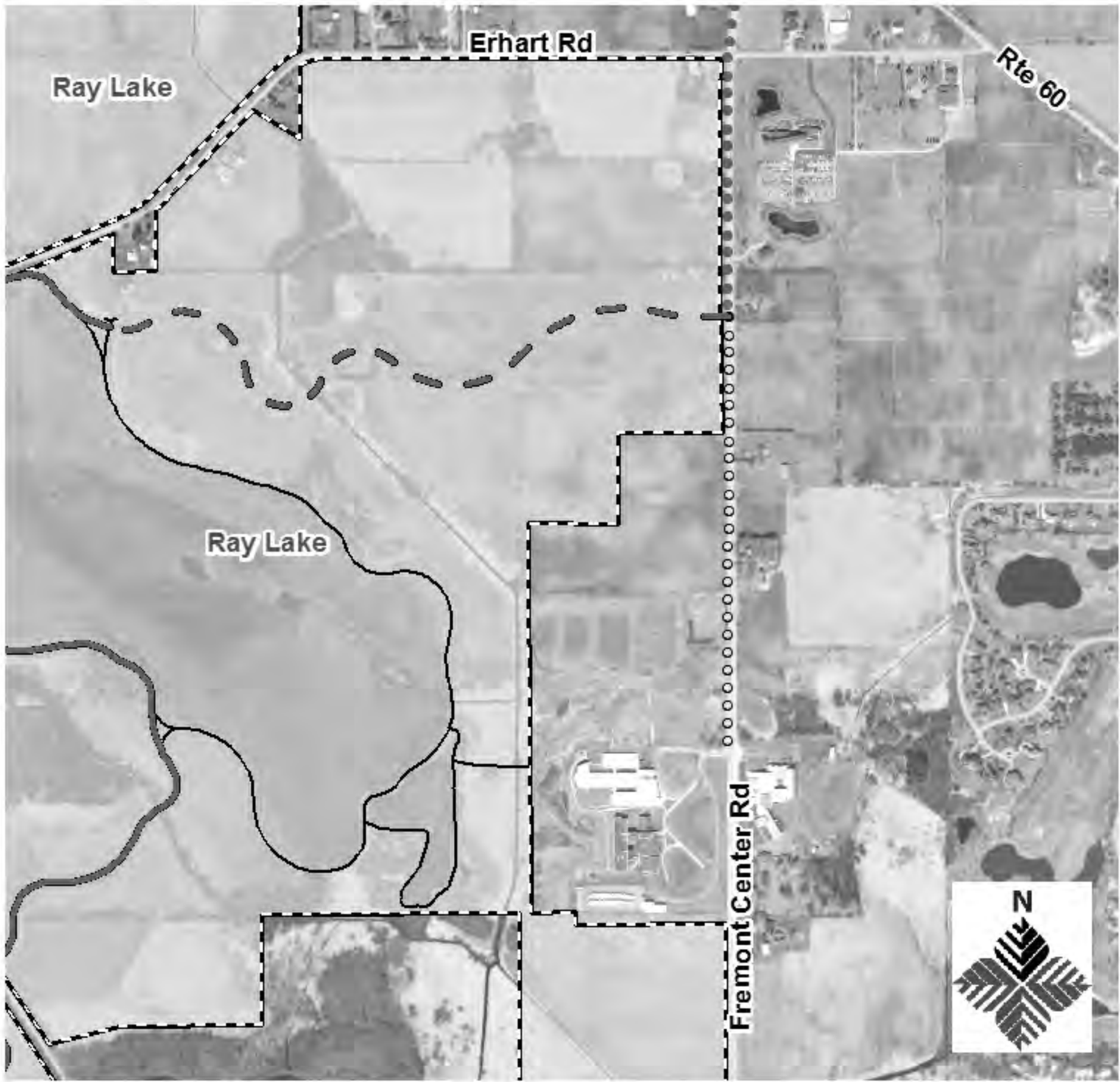
Prepared using information from:  
Lake County Department of Information & Technology: GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60085-4357  
847-377-2373

Map Prepared 13 March 2018



# Exhibit E

## Page 1



### Legend

-  Forest Preserve Boundary
-  Existing District Fort Hill Trail
-  Existing Forest Preserve Trails
-  Original District Planned Fort Hill Trail Location
-  Original County Planned Fort Hill Trail Location
-  Fremont Elementary School
-  Other Planned Fort Hill Trail Location

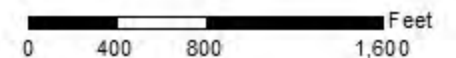
Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351  
[www.lcfd.org](http://www.lcfd.org)

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

2015 Aerial Photo

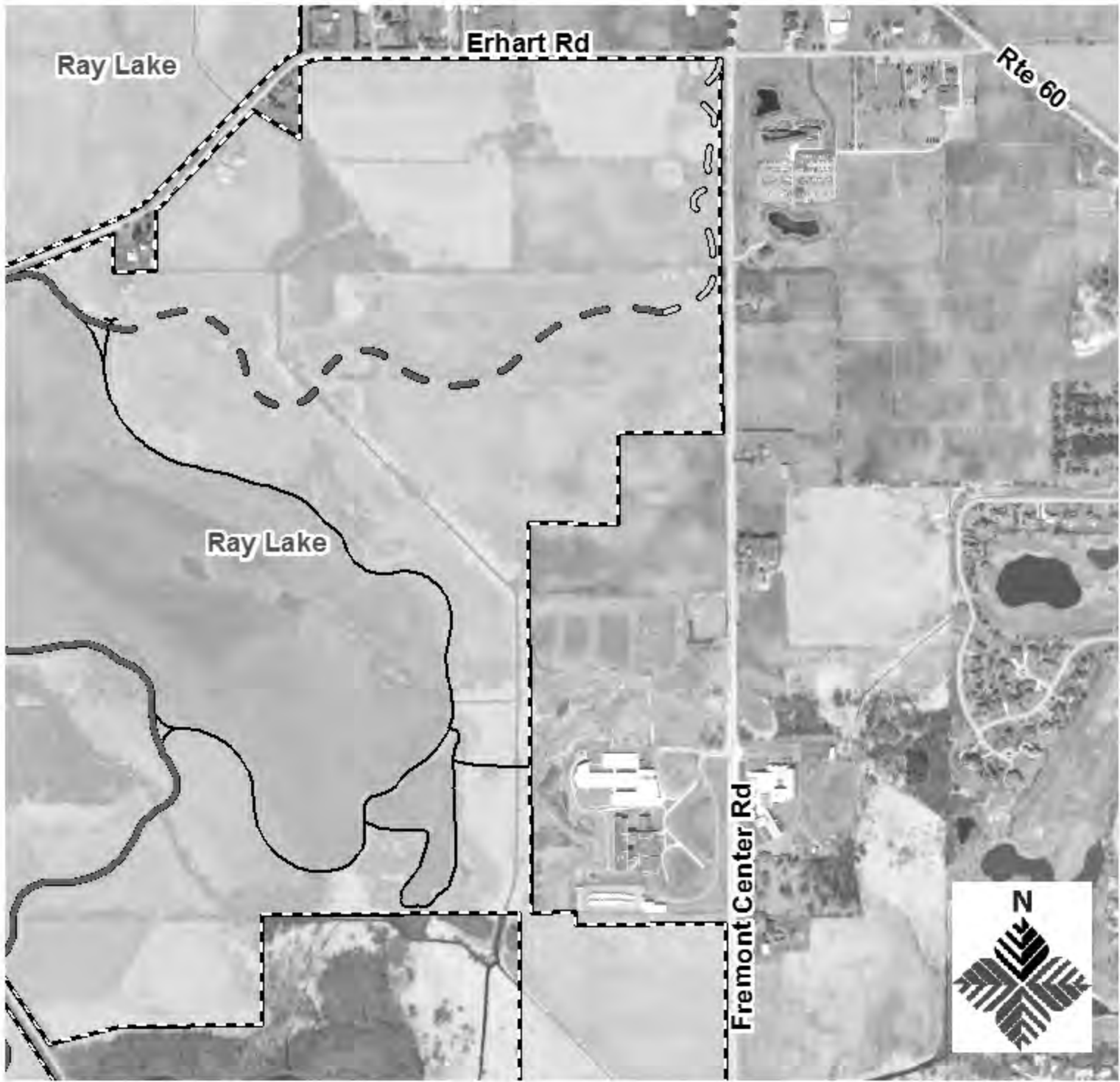
Prepared using information from:  
Lake County Department of Information & Technology: GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60085-4357  
847-377-2373

Map Prepared 13 March 2018



# Exhibit E

## Page 2



### Legend

-  Forest Preserve Boundary
-  Existing District Fort Hill Trail
-  Existing Forest Preserve Trails
-  Original District Planned Fort Hill Trail Location
-  New Planned District Fort Hill Trail Location
-  Original County Planned Fort Hill Trail Location

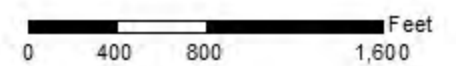
Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351  
www.lcfdp.org

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

2015 Aerial Photo

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

Map Prepared 13 March 2018





**EXHIBIT F**

**Forms of Conveyance Documents**





Image# 056402310003 Type: DQC  
Recorded: 06/29/2017 at 10:04:20 AM  
Receipt#: 2017-00038958  
Page 1 of 3

Owner The County of Lake  
Address County of Lake

Route Old Spring Road  
County Lake

Job No.  
Parcel No.  
P.I.N. No. 11-15-302-004 & 007

Section  
Project No.  
Station  
Station  
Contract No.  
Catalog No.

IL Rental Housing Fund: \$0.00  
Lake County IL Recorder  
Mary Ellen Vanderverter Recorder  
File **7407104**

REAL ESTATE TRANSFER TAX



County: \$0.00  
Illinois: \$0.00  
Total: \$0.00  
Stamp No: 0-039-598-528  
Declaration ID:  
Instrument No: 7407104  
Date: 29-Jun-2017

**QUITCLAIM DEED**  
**(Individual)**

The County of Lake, a body politic and corporate (Grantor), of the County of Lake, State of Illinois, for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, conveys and quitclaims to the Lake County Forest Preserve District, a body politic and corporate, (Grantee), all existing legal and equitable rights of Grantor, including, without limitation, any after-acquired title, in and to the following described real estate, to-wit:

See attached legal description.

situated in the County of Lake, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Grantor does not possess rights of Homestead in the premises.

UR  
3

X Dated this 21<sup>st</sup> day of June, 2017.

X By: [Signature]  
Signature

County Clerk  
Print Name

X By: [Signature]  
Signature

County Board Chairman  
Print Name

State of Illinois )  
                                  ) ss  
County of Lake )

X This instrument was acknowledged before me on June 21, 2017  
by Aaron L. Lawlor

(SEAL)



[Signature]  
Notary Public

My Commission Expires: 01/22/2018

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

6-28-2017  
Date

[Signature]  
Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument and future tax bills to:

Lake County Forest Preserve District  
ATTN: Mr. Ken Jones, Land Manager  
1899 W. Winchester Road  
Libertyville, Illinois 60048

### Legal Description

That part of Lot 19 of Thornwood Subdivision, being a subdivision in Section 15, Township 44 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois, lying westerly of the following described line; beginning at a point on the south line of said Lot 19, a distance of 996.2 feet West of the southeast corner thereof; thence northerly to a point on the north line of said Lot 19, a distance of 879.5 feet West of the northeast corner thereof.

Also, that part of Lot 20 of Thornwood Subdivision, being a subdivision in Section 15, Township 44 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois, lying westerly of the following described line; beginning at a point on the south line of said Lot 20, a distance of 1035.5 feet west of the southeast corner thereof; thence Northwesterly to a point on the north line of said Lot 20, a distance of 996.2 feet west of the northeast corner thereof.

And

That part of Lot 21 of Thornwood Subdivision, being a subdivision in Section 15, Township 44 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, lying westerly of the following described line; beginning at a point on the south line of said Lot 21, a distance of 923.2 feet West of the southeast corner thereof; thence Northwesterly to a point on the north line of said Lot 21, a distance of 1035.5 feet West of the northeast corner thereof. (except such part as previously dedicated for use as a public highway.)

Also, that part of Lot 21 of Thornwood Subdivision, being a subdivision in Section 15, Township 44 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois, described as follows; beginning at a point on the south line of said Lot 21, a distance of 1096.7 feet westerly of the southeast corner thereof; thence Southwesterly 76.35 feet to the southwest corner of said Lot 21; thence Northerly 11.77 feet along the west line of said Lot 21; thence Easterly 75.56 feet to the point of beginning.

Owner Lake County Forest Preserve  
District  
Address North Side of 14th Street,  
between Green Bay Road and  
Dugdale Road  
Section 99-00260-01-WR  
Route 14th St  
County Lake  
Job No. R-91-013-17  
Parcel No. 0003 (A+B) & PE & TE  
P.I.N. No. 08-31-216-007

### **PERMANENT EASEMENT**

Lake County Forest Preserve District, a body politic and corporation, of the City of Libertyville, County of Lake and State of Illinois (Grantor), by its President and Secretary and pursuant to the authority given them by its Board of Commissioners for and in consideration of Dollars (\$300.00), receipt of which is hereby acknowledged, grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a permanent easement for the purpose of a highway right of way and for other highway purposes, on, over, under and through the following described real estate

See attached legal description

situated in Lake County, Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

To the extent it is consistent with and expressly reflected in the plans submitted to Grantor by Grantee, the Grantor further grants the right to Grantee to permit others and to Grantee the right to use or operate, install, maintain, alter, repair, replace, renew, improve and remove other facilities and structures, including but not limited to, underground communication lines, fiber optics, wire, or other means of electricity, voice data, video, digitized information, pipes and conduits, upon and beneath the surface of the premises, and overhead wires, cables, and poles or other structures for the support of such facilities and structures.

Grantor retains all rights of use the premises for Grantor's purposes to the extent such uses do not interfere with Grantee's use for public highway purposes and the other rights of use granted to Grantee herein.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This permanent easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting of the Grantor held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.



Section: 99-00260-01-WR  
County : Lake  
Route : Fourteenth Street(County Highway 13)  
Job No.: R-91-013-17  
Parcel : 0003P.E.  
Sta. 5+49.98 to Sta. 6+09.98

Index No. 08-31-216-007

That part of Lot 5 in Block 105 and that part of vacated Maple Avenue recorded November 19, 1979 as document number 2034712, all in Frederick H. Bartlett's North Shore Estates, being a subdivision in Sections 30, 31 and 32, Township 45 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded June 7, 1924 in Book N of Plats, pages 8, 9 and 10 as document number 241070, in Lake County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999668605, described as follows:

Commencing at the southeast corner of said Lot 5; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 0 degrees 00 minutes 25 seconds West along the east line of said Lot 5, a distance of 17.00 feet to the north right of way line of Fourteenth Street recorded June 18, 1953 as document number 793703 and the point of beginning; thence North 89 degrees 54 minutes 36 seconds West along the said north right of way line of Fourteenth Street, a distance of 29.66 feet; thence North 0 degrees 05 minutes 24 seconds East, a distance of 20.00 feet to a point 37.00 feet normally distant North of the south line of said Lot 5; thence South 89 degrees 54 minutes 36 seconds East along a line 37.00 feet normally distant North of and parallel with the south line of said Lot 5 and the Easterly extension thereof, a distance of 60.00 feet; thence South 0 degrees 05 minutes 24 seconds West, a distance of 20.00 feet to the south line of said vacated Maple Avenue; thence North 89 degrees 54 minutes 36 seconds West along the south line of said vacated Maple Avenue, a distance of 30.34 feet to the point of beginning.

Said permanent easement containing 0.028 acre, more or less.


Said permanent easement to be used for drainage purposes.





# TEMPORARY EASEMENT

Section 08-00065-02-RS  
 Station  
 Parcel 002 TE  
 Owner Lake County Forest Preserve District  
 Address 1899 West Winchester Road  
 Libertyville, Illinois 60048



Image# 056235670006 Type: EAS  
 Recorded: 05/09/2017 at 10:23:36 AM  
 Receipt#: 2017-00027124  
 Page 1 of 6

Lake County IL Recorder  
 Mary Ellen Vanderverter Recorder  
 File **7393039**

The undersigned, Lake County Forest Preserve District, a body politic and corporate, (hereinafter GRANTOR) for Ten Dollars (\$10.00) and other valuable consideration received does hereby GRANT and CONVEY to the Lake County Division of Transportation (hereinafter GRANTEE), their successors and assigns, a TEMPORARY EASEMENT described as follows:

See Attached Legal Description Made A Part Hereof:

Township of Avon, Lake County, Illinois.

For the purpose of:

Construction and grading

With the following rights; to remove and replace obstructions, trees, bushes and other vegetation from the easement; and the right of ingress and egress to, from and along lands adjoining said easement during construction.

GRANTEE agrees that all construction work will be completed as specified in the approved plans.

GRANTEE agrees that all work will be done in a good and workmanlike manner, and at the sole expense of the GRANTEE.

GRANTEE agrees to leave the premises in a neat and presentable condition.

RETURN TO :

③ + 2 plx  
 CA

**RIGHT-OF-WAY DEPARTMENT**

Lake County Division of Transportation  
 600 W Winchester Road  
 Libertyville, Illinois 60048

This TEMPORARY EASEMENT expires December 31 2019, and all rights and privilege granted and conveyed cease at expiration without further notice.

X Signed and sealed the 1<sup>ST</sup> day of MAY, 2017,  
at LIBERTYVILLE, ILLINOIS

X By: \_\_\_\_\_ (Seal)  
Name:

X By: Ann B. Maine (Seal)  
Name:

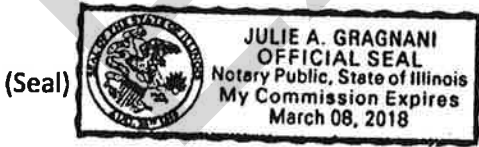
STATE OF ILLINOIS )

COUNTY OF LAKE )

X

I, JULIE A. GRAGNANI, a Notary Public in and for said County and State aforesaid, do hereby certify that ANN B. MAINE, PRESIDENT- LAKE COUNTY FOREST PRESERVE DISTRICT, personally known to me to be the same person whose name 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 1<sup>ST</sup> day of MAY, A.D., 2017.



Julie A. Gragnani  
Notary Public

My Commission Expires 3-8, 2017.

This instrument was prepared by the Lake County Division of Transportation, 600 W. Winchester Rd., Libertyville, Illinois 60048.

Owner Lake County Forest Preserve District  
Address 1899 West Winchester Road  
Libertyville, Illinois 60048  
Route County Highway 28  
County Lake  
Job No. Cedar Lake Road Reconstruction  
(IL 120 to Nippersink Rd)  
Parcel No. 002TE  
P.I.N. No. 06-29-300-001  
Section 08-00065-02-RS  
Station 819+72.03, 100.00' LT to  
Station 821+47.79, 145.00 LT  
Contract No.  
Catalog No.

**LEGAL DESCRIPTION**

Part of the West Half of the Southwest Quarter of Section 29, Township 45 North, Range 10 East of the Third Principal Meridian, lying in Lake County, State of Illinois more particularly described as follows.

Commencing at the northeast corner of the West Half of the Southwest Quarter of Section 29, Township 45 North, Range 10 East of the Third Principal Meridian; thence South 00 degrees 20 minutes 38 seconds West along the east line of the West Half of the Southwest Quarter of said Section 29, 1328.79 feet to the south line of the Northwest Quarter of the Southwest Quarter of afore said Section 29; thence North 89 degrees 05 minutes 11 seconds West, 82.00 feet to the Point of Beginning.

From said Point of Beginning; thence North 89 degrees 05 minutes 11 seconds west, 45.00 feet; thence North 00 degrees 20 minutes 38 seconds East, 175.00 feet; thence South 89 degrees 05 minutes 11 seconds East, 75.00 feet; thence South 00 degrees 20 minutes 38 seconds East, 25.00 feet; thence North 89 degrees 05 minutes 11 seconds West, 30.00 feet; thence South 00 degrees 20 minutes 38 seconds West, 150.00 feet to the Point of Beginning.

Said parcel contains +/- 8,625 Square Feet or +/- 0.198 Square Acres, all lying in Lake County, State of Illinois.

7393039 5/9/2017

**LEGEND**

SECTION CORNER: QUARTER SECTION CORNER

SECTION LINE: SECTION LINE

QUARTER SECTION LINE: QUARTER SECTION LINE

PLATTED LOT LINES: PLATTED LOT LINES

PROPERTY (DEED) LINE: PROPERTY (DEED) LINE

APPEARANT PROPERTY LINE: APPEARANT PROPERTY LINE

CENTERLINE RIGHT OF WAY LINE: CENTERLINE RIGHT OF WAY LINE

PROPOSED RIGHT OF WAY LINE: PROPOSED RIGHT OF WAY LINE

PROPOSED EASEMENT: PROPOSED EASEMENT

MEASURED DIMENSION: MEASURED DIMENSION

COMPUTED DIMENSION: COMPUTED DIMENSION

RECORDED DIMENSION: RECORDED DIMENSION

EXISTING BUILDING: EXISTING BUILDING

GRAPHIC SCALE: 1" = 50' FEET

SCALE: 1" = 50'

North arrow pointing up.

Distances and Dimensions shown are from ground.

Bearings and Coordinates are referenced to the Illinois Coordinate System. Scale Factor = 0.99983.

0 METAL PIPE OR IRON FOUND    6 "MAG" MARK SET

1 CUT CHAINS FOUND OR SET

TIESE STAKES REFERENCE FOUND OR SET MONUMENTATION

T1 WITH INSRIPTION DATA

T2 WITH INSRIPTION DATA

T3 WITH INSRIPTION DATA

B71 PLASTIC CAP WITH INSRIPTION DATA

B72 PLASTIC CAP WITH INSRIPTION DATA

B73 PLASTIC CAP WITH INSRIPTION DATA

REFERENCE STAKE 20 INCHES BELOW GROUND IDENTIFIED BY COLORED PLASTIC CAP

SET OF MONUMENTS TO MARK POSITION SHOWN, IDENTIFIED BY COLOR PLASTIC CAP WITH INSRIPTION DATA.

STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS

BLANKED STAKE 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY IDENTIFIED BY COLORED PLASTIC CAP WITH INSRIPTION DATA.

PERMANENT SURVEY MARKERS TO BE SET BY OTHERS

BOOTH OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS    155

COUNTY OF DUPAGE    1

THIS IS TO CERTIFY THAT MR. CRAWFORD, MURPHY & TILLY, INC. HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTIONS 28 & 32, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF DUPAGE, STATE OF ILLINOIS. THE SURVEY WAS MADE TO REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON. THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RECALLED.

DATED AT AURORA, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ A.D.

COREY E. WORTHEL  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 032-3440  
LICENSE EXPIRATION DATE: 11/30/2018

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

**CRAWFORD, MURPHY & TILLY, INC.**  
550 N. COMMONS DR, STE 116  
AURORA, IL 60504  
TELEPHONE: (630)800-1022

**PLAT OF HIGHWAYS**

LAKE COUNTY  
DIVISION OF TRANSPORTATION  
COUNTY HIGHWAY NO. 28

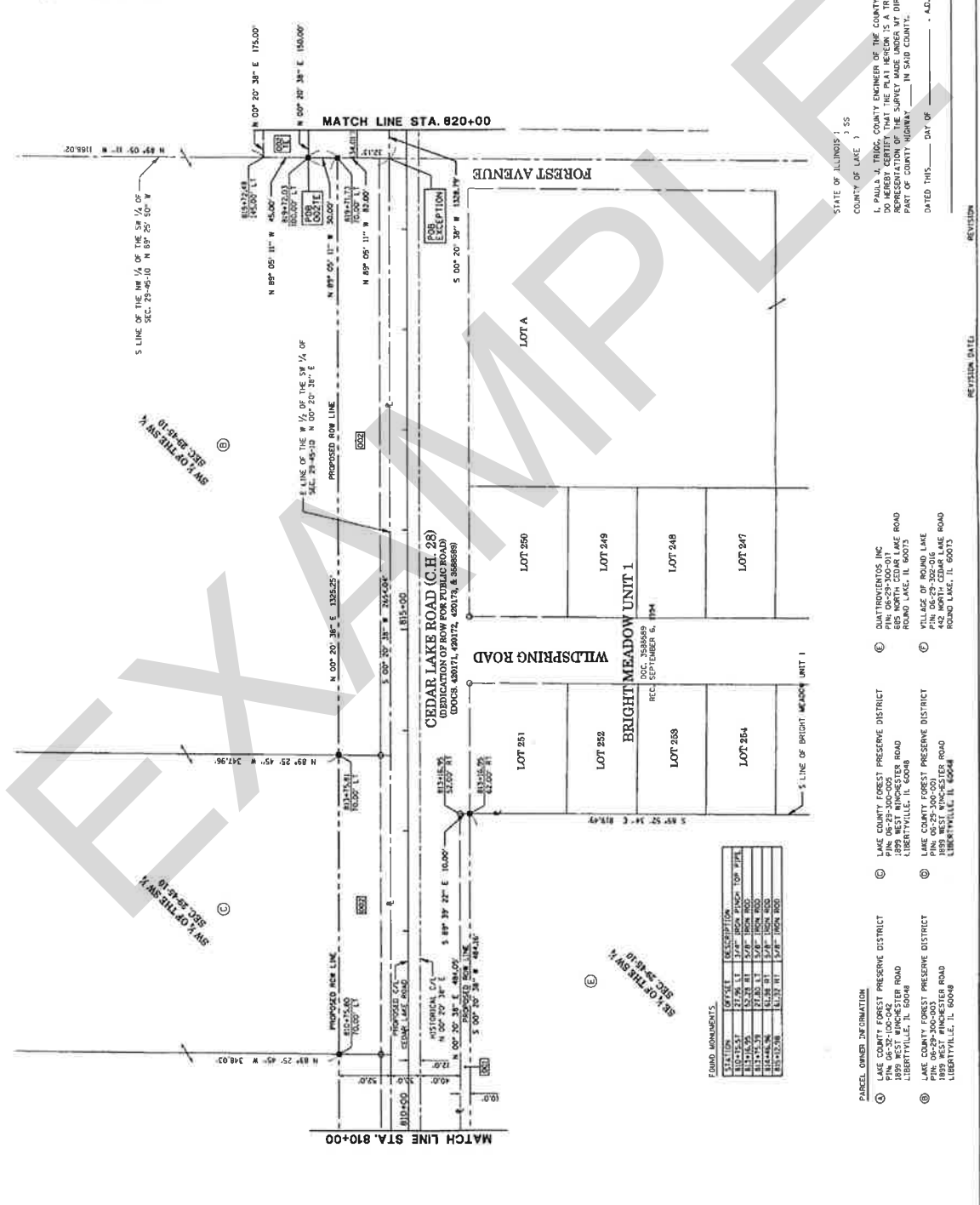
SECTION: 09-0065-02-RS    SCALE: 1"=50'

PROJECT: CEDAR LAKE ROAD (ILL20-NIPPERINK)

FILE: 5/17-PILOT-CBD071018-03.DGN SHEET 4 OF 6

LAKE COUNTY DIVISION OF TRANSPORTATION  
600 WEST WINCHESTER ROAD  
LIBERTYVILLE, ILLINOIS 60048

198 OF 350



STATE OF ILLINOIS    155

COUNTY OF LAKE    1

1. PAUL J. FINNS, COUNTY ENGINEER OF THE COUNTY, HEREBY DO HEREBY CERTIFY THAT THE PLAT HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE UNDER A DIRECTION OF PART OF COUNTY HIGHWAY \_\_\_\_\_ IN SAID COUNTY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

REVISION DATE    REVISION

① QUANTROVENS INC  
885 NORTH CEDAR LAKE ROAD  
ROUND LAKE, IL 60073

② VILLAGE OF ROUND LAKE  
412 NORTH CEDAR LAKE ROAD  
ROUND LAKE, IL 60073

③ LAKE COUNTY FOREST PRESERVE DISTRICT  
1899 WEST WINCHESTER ROAD  
LIBERTYVILLE, IL 60048

④ LAKE COUNTY FOREST PRESERVE DISTRICT  
PINE OAKS PARKWAY  
PINE OAKS, IL 60069

⑤ LAKE COUNTY FOREST PRESERVE DISTRICT  
1899 WEST WINCHESTER ROAD  
LIBERTYVILLE, IL 60048

**FOUND MONUMENTS**

STATION	TYPE	DESCRIPTION
B11-15-1	5/8" IRON PIN	5/8" IRON PIN
B11-15-2	5/8" IRON PIN	5/8" IRON PIN
B11-15-3	5/8" IRON PIN	5/8" IRON PIN
B11-15-4	5/8" IRON PIN	5/8" IRON PIN
B11-15-5	5/8" IRON PIN	5/8" IRON PIN
B11-15-6	5/8" IRON PIN	5/8" IRON PIN
B11-15-7	5/8" IRON PIN	5/8" IRON PIN
B11-15-8	5/8" IRON PIN	5/8" IRON PIN
B11-15-9	5/8" IRON PIN	5/8" IRON PIN
B11-15-10	5/8" IRON PIN	5/8" IRON PIN
B11-15-11	5/8" IRON PIN	5/8" IRON PIN
B11-15-12	5/8" IRON PIN	5/8" IRON PIN
B11-15-13	5/8" IRON PIN	5/8" IRON PIN
B11-15-14	5/8" IRON PIN	5/8" IRON PIN
B11-15-15	5/8" IRON PIN	5/8" IRON PIN
B11-15-16	5/8" IRON PIN	5/8" IRON PIN
B11-15-17	5/8" IRON PIN	5/8" IRON PIN
B11-15-18	5/8" IRON PIN	5/8" IRON PIN
B11-15-19	5/8" IRON PIN	5/8" IRON PIN
B11-15-20	5/8" IRON PIN	5/8" IRON PIN

**PARCEL OWNED INFORMATION**

① LAKE COUNTY FOREST PRESERVE DISTRICT  
1899 WEST WINCHESTER ROAD  
LIBERTYVILLE, IL 60048

② LAKE COUNTY FOREST PRESERVE DISTRICT  
PINE OAKS PARKWAY  
PINE OAKS, IL 60069

③ LAKE COUNTY FOREST PRESERVE DISTRICT  
1899 WEST WINCHESTER ROAD  
LIBERTYVILLE, IL 60048

7393039

5/9/2017

LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- SECTION LINE
- QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY IDEED LINE
- APPARENT PROPERTY LINE
- CENTERLINE
- RIGHT OF WAY LINE
- PROPOSED BASEMENT
- MEASURED DIMENSION
- COMPUTED DIMENSION
- RECORDED DIMENSION
- EXISTING BUILDING

Distances and Dimensions shown are from ground.  
Bearings and Coordinates are referenced to the Illinois Coordinate System, NAD 83, as provided by the Illinois Department of Transportation.  
Scale Factor = 0.9993

- METAL PIPE OR NIP FOUND
- ⊗ "H" OR "A" MARK SET
- CUT CORNER FOUND OR SET
- REBAR SET
- 1. THESE STAKES REFERENCE POINTS OR SET MONUMENTATION SET STAKE FLUSH WITH GROUND IDENTIFIED BY COLORED PLASTIC CAP WITH INSCRIPTION DATA.
- 2. THESE STAKES REFERENCE POINTS OR SET MONUMENTATION IDENTIFIED BY COLORED PLASTIC CAP WITH INSCRIPTION DATA.
- 3. BURIED STAKE 20 INCHES BELOW GROUND IDENTIFIED BY COLORED PLASTIC CAP WITH INSCRIPTION DATA.
- 4. BURIED STAKE 20 INCHES BELOW GROUND IDENTIFIED BY COLORED PLASTIC CAP WITH INSCRIPTION DATA.
- 5. STAKES OF PROPOSED RIGHT OF WAY SHOWN IDENTIFIED BY COLORED PLASTIC CAP WITH INSCRIPTION DATA.
- 6. STAKES OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS BURIED STAKE 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY IDENTIFIED BY COLORED PLASTIC CAP WITH INSCRIPTION DATA.
- 7. PERMANENT SURVEY MARKS TO BE SET BY OTHERS
- 8. RIGHT OF WAY STAKING PROPOSED TO BE SET
- 9. STATE OF ILLINOIS
- 10. COUNTY OF DIPAGE

THIS IS TO CERTIFY THAT WE, CRAWFORD, MURPHY & TILLY, INC. HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREIN IN SECTIONS 29 & 32, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF OUR KNOWLEDGE AND BELIEF. WE HEREBY CERTIFY THAT WE REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED AT AUBURN, ILLINOIS THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_ A.D.

CRAWFORD, MURPHY & TILLY, INC.  
550 N. COMMONS DR. STE 116  
AUBURN, IL 62404  
TELEPHONE: 618-202-0222

STATE OF ILLINOIS  
COUNTY OF LAKE

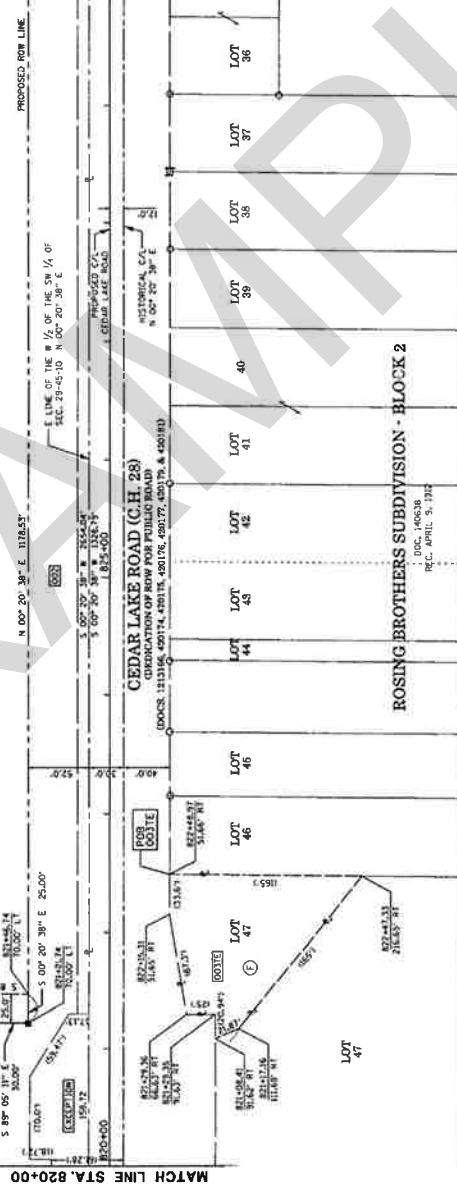
PLAT OF HIGHWAYS  
LAKE COUNTY  
DIVISION OF TRANSPORTATION  
COUNTY HIGHWAY NO. 28

SECTION: 08-00065-02-RS SCALE: 1"=50'  
PROJECT: CEDAR LAKE ROAD (IL120-NIPPERINK) TO STATION 830+00  
STATION 820+00  
FILE/SHEET-PLAT-CEDARLAKE-04-DON SHEET 5 OF 6

LAKE COUNTY DIVISION OF TRANSPORTATION  
608 WEST WINCHESTER ROAD  
LIBERTYVILLE, ILLINOIS 62448

199 OF 350

MATCH LINE STA. 830+00



STATION	CHISEL	5/8" CHISEL	1/2" CHISEL
82+15.13	15.75 FT	5.4" IRON PIPE	
82+26.53	15.75 FT	5.4" IRON PIPE	
82+38.53	15.75 FT	5.4" IRON PIPE	
82+50.53	15.75 FT	5.4" IRON PIPE	
82+62.53	15.75 FT	5.4" IRON PIPE	
82+74.53	15.75 FT	5.4" IRON PIPE	
82+86.53	15.75 FT	5.4" IRON PIPE	
82+98.53	15.75 FT	5.4" IRON PIPE	
83+10.53	15.75 FT	5.4" IRON PIPE	
83+22.53	15.75 FT	5.4" IRON PIPE	
83+34.53	15.75 FT	5.4" IRON PIPE	
83+46.53	15.75 FT	5.4" IRON PIPE	
83+58.53	15.75 FT	5.4" IRON PIPE	
83+70.53	15.75 FT	5.4" IRON PIPE	
83+82.53	15.75 FT	5.4" IRON PIPE	
83+94.53	15.75 FT	5.4" IRON PIPE	

STATE OF ILLINOIS  
COUNTY OF LAKE

PLAT OF HIGHWAYS  
LAKE COUNTY  
DIVISION OF TRANSPORTATION  
COUNTY HIGHWAY NO. 28

SECTION: 08-00065-02-RS SCALE: 1"=50'  
PROJECT: CEDAR LAKE ROAD (IL120-NIPPERINK) TO STATION 830+00  
STATION 820+00  
FILE/SHEET-PLAT-CEDARLAKE-04-DON SHEET 5 OF 6

LAKE COUNTY DIVISION OF TRANSPORTATION  
608 WEST WINCHESTER ROAD  
LIBERTYVILLE, ILLINOIS 62448

199 OF 350

PARCEL OWNER INFORMATION

- ① LAKE COUNTY FOREST PRESERVE DISTRICT  
1899 WEST WINCHESTER ROAD  
LIBERTYVILLE, IL 62448
- ② LAKE COUNTY FOREST PRESERVE DISTRICT  
1899 WEST WINCHESTER ROAD  
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- ④ QUATROVIGOS, INC  
645 NORTH CEDAR LAKE ROAD  
ROUND LAKE, IL 60073
- ⑤ VILLAGE OF ROUND LAKE  
100 NORTH CEDAR LAKE ROAD  
ROUND LAKE, IL 60073

REC'D APRIL 9, 2012

STATE OF ILLINOIS )

) SS:

COUNTY OF LAKE )

**STORMWATER/DRAINAGE RESTRICTIVE COVENANT BY PLAT**

\_\_\_\_\_, fee owner of the following described real property located in the \_\_\_\_\_, County of Lake, State of Illinois, such property being the real property now duly platted as \_\_\_\_\_, as such plat is now recorded as Document No. \_\_\_\_\_, in the office of the Recorder of Deeds of the County of Lake, State of Illinois, makes the following declarations as to limitations, restrictions and uses to which those areas designated as stormwater & drainage ways or floodplain wetland & buffer areas in said parcel/subdivision may be put, and specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and their successors, and all persons claiming under them, and for the benefit of and limitations on all future owners in such parcel/subdivision and the surrounding and downstream and upstream areas, this declaration being in compliance with applicable stormwater and drainage rules, regulations, and ordinances, and suitable for such stormwater retention and drainage pathways and facilities, as specified herein:

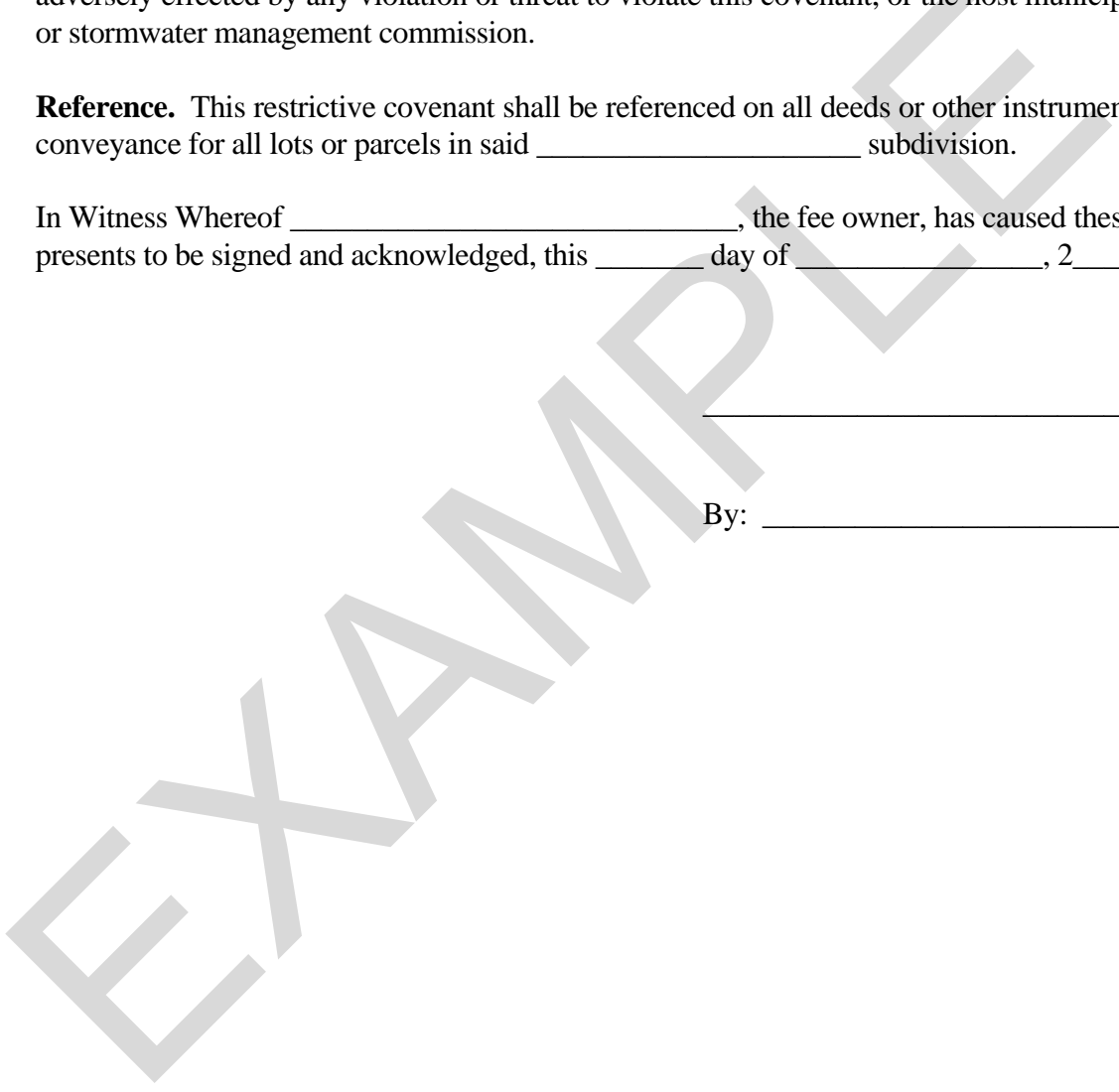
1. **Use Restriction.** A restrictive covenant running with the land for the installation and maintenance of stormwater and drainage floodplain wetlands & buffer areas are reserved as shown on the recorded plat. Within these restricted areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or performance of stormwater and drainage floodplain wetland & buffer areas, or which may change the direction of flow of stormwater or drainage channels in the restricted areas, or which may obstruct or retard the flow of water through stormwater and drainage channels in the restricted area. The restricted area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or a homeowners association has formally accepted responsibility.

2. **Term** This covenant is to run with the land and shall be binding on all parties and their successors and all persons claiming under them, and all public agencies, for a perpetual period from the date these covenants are recorded.
3. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person violating or threatening to violate any covenant either to restrain violation or to recover damages. Enforcement may be undertaken by any grantor or grantee in the chain of title, any property owner in the subdivision, any property owner lying downstream or upstream adversely effected by any violation or threat to violate this covenant, or the host municipality or stormwater management commission.
4. **Reference.** This restrictive covenant shall be referenced on all deeds or other instruments of conveyance for all lots or parcels in said \_\_\_\_\_ subdivision.

In Witness Whereof \_\_\_\_\_, the fee owner, has caused these presents to be signed and acknowledged, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_

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



**EXHIBIT G**

**Restoration Guidelines**



## **Exhibit G**

### **Restoration Guidelines**

The Lake County Forest Preserve District (The District) reserves the right to approve the Final County Design Plans with regard to design, specification and conditions for work being proposed on specific District parcels. The following guidelines are intended to provide a general example of what may be required and help in the preparation of project specific restoration specifications. The project specific specifications, including seed mixes, will be developed as part of the Final County Design Plans for each project. The District will provide specific seed mix specifications during the review of the County's Design Plans for each project requiring work on District property.

#### **Site Resource Protection**

1. No area outside of the Temporary or Permanent Easement (TPE) shall be accessed by foot, motorized vehicle or other equipment. No construction materials shall be stored or deposited outside of the TPE on District property.
2. Temporary Construction Fence shall be erected along all TPE lines. Fencing shall be heavy duty orange polyethylene or fabric fence, 48" in height. Steel posts shall be heavy duty "T" posts, 5' minimum in length. Wood posts shall be 2" x 2" x 5' minimum in length.
3. Prior to the start of construction, the County's Contractor (Contractor) shall meet with the District at the site to inspect the existing trees near the TPE and determine potential impacts that may be caused by construction activities. Overhanging branches and tree root zones shall be noted and if required, the method of pruning or other procedure shall be determined and approved by the District.
4. The Contractor shall not attach any rope, wire, nail or other object to any tree; allow any gaseous, liquid or solid substance or equipment to contact any tree or the soil located within the drip line of any tree; impair normal surface drainage around any tree; allow any fire to burn which will injure any tree or act in any way to affect the vigor or appearance of any tree, except as such action is specifically authorized by the drawings for individually designated trees or groups of trees. Any necessary action by the Contractor that would affect trees, which have not been specifically designated, must be approved in advance by the District.
5. If during grading or other construction it becomes necessary to expose or sever tree roots, the Contractor shall cleanly cut such roots with a sharp saw, pruner, or power trencher so that ripping or tearing is avoided.
6. When proposed silt fence locations within the TPE can potentially damage tree root systems, the silt fence shall be replaced with a compost sock or other sediment control method that does not require trenching.
7. The Contractor shall be solely responsible for the use, storage and transportation of any potential contaminants during the execution of the Contract. Fuels, oils, pesticides, chemicals or any other material that may cause harm to the site shall be cleaned, removed and disposed of according to local, state and federal guidelines. All equipment and vehicles shall be properly maintained to prevent contamination and shall be promptly removed from the site upon first evidence of leakage or spills. Under no circumstances shall fuels of any type be stored on the site.
8. The Contractor shall be liable for any damage or loss of any natural or cultural resource, including, but not limited to, trees, shrubs, herbaceous plants, soils, wetlands, streams, rivers, lakes, ponds, archeological sites or other natural habitat which is caused by the Contractor due to negligence or violation of any provision in these specifications. The

District reserves the right to receive just compensation for any such damage or loss in a form acceptable to the District, including repair, restoration to original conditions, replacement of comparable kind and quantity or monetary restitution by contract amount adjustment or direct payment.

9. In the event that trees, shrubs or other plants are irreparably damaged or destroyed by actions of the Contractor as outlined above, the plant material shall be replaced by the Contractor with like kind, size and quantity at no cost to the District or shall reimburse the District by direct payment. In the event that a plant species is unavailable, the District shall determine a replacement species. In the event that a damaged or destroyed plant is large and/or irreplaceable in size, the plant shall be replaced by an equivalent quantity of smaller plants, i.e., a tree measuring 24" in trunk diameter may be replaced with twelve (12) trees measuring 2" in trunk diameter. Replacement of all plant materials shall include the furnishing and planting of the materials with a one-year guarantee for subsequent replacement should the plant material fail to survive.
10. The Contractor shall be responsible for the care and protection of all existing buildings, structures, pavements, roadways, trails, fences, utilities and any other existing facilities or improvements on the work site to remain.
11. Areas outside the TPE must remain open and accessible to the public. The Contractor shall assure the safety of any persons accessing the public areas adjacent to the TPE.

### **Soils and Grading**

1. When proposed grades and elevations within the TPE are unchanged from the original grades and elevations but are degraded by construction activities, those affected soils shall be restored to their original condition. All debris and contaminants shall be removed and disposed of off-site. Compacted soils shall be remedied by disking, tilling and fragmenting the soil to a friable condition suitable for planting and restoration.
2. Prior to performing changes to grades and elevations, the existing topsoil depth shall be measured and recorded to assure restoration of original topsoil depths after grade changes.
3. When proposed grades and elevations within the TPE require changes in the original grades and elevations through cutting or filling, the topsoil layer shall be removed and stockpiled prior to further grading. Topsoil stockpiles shall not be located on District property outside of the TPE limits.
4. Grade changes within the TPE shall be designed and constructed such that they transition gradually and smoothly with the adjacent unchanged grades outside the TPE. Newly created back slopes of drainage swales must include a transitional grade before meeting the adjacent unchanged grades to create a naturalistic and maintainable surface.
5. After proposed subgrade elevations are achieved, the subsoil surface shall not be overly compacted and / or glazed such that future plant growth is inhibited. Subsoils shall be friable and capable of absorbing water to a minimum depth of twelve (12) inches before topsoil is deposited to achieve final grades. The Contractor shall disk and / or till the subsoils to achieve these requirements when necessary. Stockpiled topsoil shall be respread to the original undisturbed depths and fine graded before planting or seeding commences. Any stockpile soils which have been contaminated by rock, aggregates and excessive amounts of roots, vegetation or other debris shall not be used. When complete, the surface of the topsoil shall be free from rocks and soil clods greater than 1 inch in diameter. If surface debris cannot be adequately cleaned manually, the

Contractor shall utilize a dedicated mechanical rock and debris collection attachment for motorized equipment.

6. When furnished topsoil is required, it shall meet the following requirements:

Topsoil shall consist of natural loam, sandy loam, silty loam, silty clay loam, or clay loam humus-bearing soils which are fertile and friable, adapted to the sustenance of plant life and originating from the A soil horizon of prairie and / or agricultural lands. Topsoil shall be free of stones, roots, trash, debris, contaminants, residual herbicides and other materials deleterious to plant growth. A sample and a soil analysis test by an independent lab shall be submitted along with the source location of the material. Topsoil testing shall indicate a pH between 6.0 and 8.0 and an organic content of not less than 4%. For Pulverized Topsoil, the following particle gradation is required:

Sieve Designation	Percent Passing
1" screen	100
¼" screen	97 – 100
No. 10 US Sieve Series	95 – 100
No. 140 US Sieve Series	60 – 90

7. Finish grading shall include all soil fracturing, blending and shaping to create a smooth and uniform surface for planting. Depressions from settlement shall be filled as needed. Transitions in grade shall be gradual and rounded. All surfaces shall be finished to provide adequate drainage.

### **Seeding - General**

1. The District shall determine appropriate seed mixes and specifications for each individual project or portions of projects. The type of seed mix may include turf-type mixes, cover crop mixes or various native mixes which are selected based on specific site conditions and restoration goals established for the land.
2. Areas to be seeded shall be free of weeds or undesirable vegetation before seed is installed. When necessary, the Contractor shall eliminate this vegetation using the appropriate herbicide.

### **Seeding – Turf-Types Mixes**

1. When turf-type seed mixes are selected by the District, the following methods may be required:
  - a. Broadcast method using calibrated drop spreaders, either manually operated or using motorized equipment. Broadcast seeding is the only approved method in small or narrow areas where mechanical seeding equipment cannot make two passes as described below. After broadcasting seed, the seed bed shall be lightly raked either manually or with a machine drag attachment.
  - b. Mechanical seeding method using equipment which deposits seed in linear rows or furrows directly on the soil then packs and covers the seed in one continuous operation. This method may only be used when space allows the seed to be installed in two directions with the second pass being 45 to 60 degrees from the first pass. Mechanical seeding method shall not be used on grass trails or trail shoulders. Mechanical equipment must be calibrated to deposit the proper amount of seed at the proper depth, generally 1/8" to ¼" deep.
  - c. Regardless of the method used to deposit the seed, all seeded areas shall be rolled using a smooth or lightly spiked mechanical roller.

- d. All seeding equipment shall be approved by the District prior to seeding. Seeding equipment shall be properly calibrated to the required seeding rates.
2. Turf-type seed mixes are recommended to be installed between April 1 and June 15 and between August 1 and September 15. The Contractor may elect to perform seeding outside of these schedules; however, all responsibility for supplemental watering to stimulate germination and growth shall rest with the Contractor.
3. Turf-type seeded areas shall have a minimum of 90% ground coverage with active growth and no bare ground greater than two square feet before final acceptance. Approximately 90 days after the initial seeding (or the following spring for fall seeding), the site shall be inspected by the District and Engineer to determine turf coverage, condition and plan for remedial seeding if necessary. At the proper time as determined by the District, the Contractor shall promptly remove any erosion control blanket or hydromulch and reseed the bare areas according to the specifications as necessary until the minimum coverage is achieved. After each reseeding, the Contractor shall reinstall new erosion control blanket or reapply hydromulch as originally indicated on the plans.

### **Seeding – Cover Crop Mixes**

1. Due to the seasonal requirements of native seeding, a temporary or semi-permanent cover crop seeding may be required separately and in addition to permanent native seeding for the same area. Cover crops are utilized primarily when seasonal restrictions do not allow native seeding but site conditions require soil erosion and sediment control measures. Once the seasonal schedule allows for native seeding, the native seed is installed into the germinated cover crop. Cover crop mixes shall always be packaged and delivered separate from the native seed mix.
2. Cover crop mixes may also be included with native mixes and installed as a single seeding.

### **Seeding – Native Mixes**

1. Native seeding shall be performed only by those contractors with the specialized knowledge, experience, skills and equipment required for landscape restoration. The Contractor shall possess the full capability to execute the work as specified, including trained, experienced and skilled personnel and possession or access to the required equipment.
2. This work includes tasks and site inspections which require the identification of native, introduced and / or invasive plants that exist on the site at any time. The Contractor shall employ an experienced biologist, botanist, ecologist, or equivalent to oversee the work and monitor plant establishment and recommend best management practices to assure the success of the project. This person shall also oversee all herbicide use.
3. The native seeding contractor shall provide proof of qualifications, including a work history documenting a minimum of five (5) native seeding projects completed in the last five (5) years which are comparable in scope, techniques and size. This information shall include a complete project description, lead foreman experience history, location, client name and contact phone numbers.
3. Native seeding shall include three components: Cover crop mix, grass mix and forbs mix. These three component mixes shall be kept separate at the supplier until it is determined which components are needed for installation depending on time of the year.
4. Native seed requirements are as follows:
  - a. Prior to acquisition and delivery of seed, the Contractor shall submit suppliers' detailed seed data for approval by the District. Information for each species shall include lot number, harvest year and place of origin, test dates, processing

performed, inoculants included, certified Pure Live Seed (PLS) weight, bulk weight including inert matter, other crop and weed seed percentages and adjusted bulk weight to meet PLS weight requirements. The submittal shall also indicate any lack of availability from the primary source and related information from other potential seed sources. Substitutions shall not be permitted without approval by the District. Once the seed data is approved, the Contractor shall deliver the seed in unopened bags with tags or data sheets attached matching the approved seed requirements described in this specification.

- b. All species shall be sourced from within a 300 mile radius from Lake County, Illinois.
  - c. All species shall be provided on a Pure Live Seed (PLS) weight basis. PLS shall be defined as (purity) x (total germination). Tetrazolium (TZ) testing for viability may be utilized when appropriate.
  - d. All species with dispersal appendages (e.g. *Asclepias*, *Aster*, *Liatris*, *Solidago*, etc.) shall be supplied on a de-fluffed basis.
  - e. All "hulled" species (e.g. *Desmodium*, *Dalea*, etc.) shall be supplied on a de-hulled basis.
  - f. All other species shall be cleaned as close to the bare caryopsis as possible without effecting seed viability.
  - g. All legume species (e.g. *Baptisia*, *Dalea*, *Desmodium*, etc.) shall be provided with a genus-specific bacterium inoculum for each different species.
  - h. Seeds of all forbs should be stored in cold conditions whenever possible.
  - i. Seed bags shall be stored at the recommended temperature and not exposed to moisture.
5. Seeding schedules for native seeding are based on the time that finish grading is complete and are as follows:
- a. October 1 to March 1: Cover crop, grass mix and forbs mix planted as one complete mix. No other follow-up seeding is required.
  - b. March 1 to June 30: Cover crop and grass mix blended and seeded as one mix. Forbs mix is required to be installed separately between October 1 and March 1 as a second seeding.
  - c. June 30 to October 1: Cover crop only is seeded. Grass and forbs mix is required to be installed separately between October 1 and March 1 as a second seeding.
6. Native seeding methods shall be as follows:
- a. Native seeding shall not be installed during periods of snow or ice cover, wet soil conditions or during periods of high winds when using the broadcast method.
  - b. Seeding shall be performed using the Broadcast Method or by Drill Method using equipment especially suited to the installation of native seed mixes. All seeding equipment shall be approved by the District. A carrier agent such as sand, perlite, ground corn cobs or similar material shall be used when native seed size or quantity is insufficient to distribute evenly.
  - c. The broadcast method shall be used when bare soil conditions and a prepared seed bed are present. The seed shall be distributed using only a dedicated broadcast spreader such as a Cyclone or Seed Slinger with proper calibration. Hand cast seeding shall not be acceptable. The seed shall be broadcast in two passes approximately 90 degrees from each other. The District may require that the seed be segregated by size or species and broadcast in separate passes. Immediately after seed dispersal, the seeded areas shall be lightly raked, either manually or utilizing a tractor and drag attachment and then rolled with a smooth surfaced roller.
  - d. When mechanical drill seeders are used, they shall be of the type specifically designed for native seed installation (such as those by Truax, Tye or John Deere)

which utilizes multiple seed boxes to segregate seed species by size and places the various seeds at the proper planting depth. The seeder shall be equipped to install seed into existing vegetation when required. The seeder shall be equipped with separate drop tubes for each seed size, discs to open the seed furrows and a packer assembly to compact the soil directly over the seed. Mechanical drill seeding is the required method when existing cover crop is present.

- e. All seeding shall be done at a right angle to the surface drainage. After seeding, if the seed bed remains loose such that foot traffic creates indentions of 2" or deeper, the Contractor shall further pack the seed bed with a cultipacker.

### **Native Seeding Establishment Period**

1. A native seeding establishment period shall commence 30 days following the satisfactory inspection and acceptance of the native seed mix installation. This period shall continue for a two (2) year term during which the seeding shall be monitored and maintenance tasks prescribed. Pay items are included for all maintenance tasks.
2. The Contractor, Engineer and the District representative shall inspect the site at least twice per year. These inspections shall occur approximately around May 1<sup>st</sup> and July 15<sup>th</sup> unless the parties agree to an adjusted schedule. During these inspections, the site shall be evaluated for germination and presence of both the desired native species and of non-native, weedy or invasive species. The District shall determine what if any maintenance actions should be performed to best assure the successful establishment of the desired species. These inspections shall continue through the second and final year of the term, with specific remedial actions determined and scheduled after each inspection of the site.
3. The two required tasks during the establishment period shall be Maintenance Mowing and Selective Herbicide Application.
4. Maintenance Mowing shall consist of the mowing of native seeded areas to a height determined by the site inspections, typically at 6", for purposes of reducing competition from undesirable species or to control seed production. It shall be performed according to the scheduled time set at the time of inspection. Mowing which is performed outside of the scheduled times may be rejected for payment if the desired outcome is not achieved.
5. Selective Herbicide Application shall include both Glyphosate 41.00% (Roundup) mixed to a minimum 2% solution and Clopyralid 40.90% (Transline) mixed to a minimum 0.75% solution. The Contractor shall apply the herbicides per the manufacturer's recommendations and as a selective application to eliminate undesirable species without effect on desirable species. The application may also be broadly applied depending on the composition of the vegetation present at the time of treatment.
6. No minimum ground coverage or native species count guaranty is included in this Contract. However, should the Contractor fail to meet any or all of the material or execution requirements contained in this section, the District reserves the right to recommend withholding payment or require the Contractor to perform the work again, including additional seed installation.