



DATE: November 3, 2025

Agenda Item # 11.8

MEMO TO: Paul Frank, Chair
Planning Committee

FROM: Ken Jones
Director of Land Preservation

RECOMMENDATION: Recommend approval of a Resolution approving a Temporary Construction Easement Agreement with the County of Lake, Division of Transportation (LCDOT), for the Deerfield Road Bridge Widening Project at Cahokia Flatwoods Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED: Public Access and Connections, Leadership

FINANCIAL DATA: In accordance with the District's License and Easement Ordinance (the "Ordinance"), LCDOT will pay the District a \$3,000.00 easement fee and reimburse the District's legal fees. The fee for staff time will be waived, and there are no tree impacts necessitating any tree impact fees.

BACKGROUND: In 2019, the Planning Committee provided policy direction to negotiate the grant of a temporary construction easement to LCDOT at Cahokia Flatwoods Forest Preserve for LCDOT's planned project to widen the existing Deerfield Road bridge (the "Project"). Access from the Deerfield Road right-of-way will be via the existing trail connection between LCDOT's Deerfield Road Trail and the District's Des Plaines River Trail.

The temporary easement premises is described and depicted in the attached Temporary Construction Easement Agreement (the "Temporary Easement") and will be used for access and material staging by LCDOT or its contractors during the Project. The Temporary Easement will terminate upon completion of the Project, or after five years, whichever is sooner. At the end of the Temporary Easement term, LCDOT will be required to restore the Temporary Easement premises.

A segment of the District's Des Plaines River Trail is located within the Temporary Easement. Closures of this trail may be necessary during construction, and LCDOT will be required to provide advance notice to the District and post signs for the public before any such closures. Otherwise, the trail will remain open to the public during the Temporary Easement term, and LCDOT is not permitted to park vehicles or stockpile materials on, or within three feet of, the District's trail.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Director of Finance, Manager of Board Operations, and Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR NOVEMBER MEETING
NOVEMBER 12, 2025**

MADAME PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “A Resolution approving a Temporary Construction Easement Agreement with the County of Lake, Division of Transportation for the Deerfield Road Bridge Widening Project at Cahokia Flatwoods Forest Preserve,” and requests its approval.

PLANNING COMMITTEE:

Date: November 3, 2025 Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

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

**A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT WITH THE COUNTY OF LAKE, DIVISION OF
TRANSPORTATION FOR THE DEERFIELD ROAD BRIDGE WIDENING PROJECT
AT CAHOKIA FLATWOODS FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns a certain parcel of land known as Cahokia Flatwoods Forest Preserve (the “Property”); and

WHEREAS, the Property is located south of Deerfield Road and east of Milwaukee Avenue in the Village of Riverwoods; and

WHEREAS, the County of Lake, through its Division of Transportation (“LCDOT”) has proposed to widen the Deerfield Road bridge adjacent to the Property (the “Project”); and

WHEREAS, LCDOT has requested that the District grant it a temporary construction easement within the Property for use by LCDOT in completing the Project, which constitutes a public improvement, (the “Temporary Easement”) as described in the attached Temporary Construction Easement Agreement (the “Agreement”); and

WHEREAS, the District has adopted an Ordinance Regarding Licenses and Easements (the “License and Easement Ordinance”), which sets forth the general requirements for granting easements over District property; and

WHEREAS, Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, authorizes the District to grant easements under or across District property for the construction, operation, and maintenance of public services, including public improvements; and

WHEREAS, District staff has negotiated the Agreement with LCDOT in the form attached hereto, pursuant to which the District will grant the Temporary Easement to LCDOT;

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

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

Section 2: Approval of Temporary Construction Easement Agreement. The Agreement is hereby approved in substantially the form attached hereto, and in a final form to be approved by the Executive Director. The President and Secretary of the District are hereby authorized and directed to execute and attest to, on behalf of the District, the final form of the Agreement. In the event that any provision of the Agreement conflicts with the License and Easement Ordinance, the conflicting provision of the License and Easement Ordinance is hereby waived.

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

PASSED this _____ day of _____, 2025

AYES:

NAYS:

APPROVED this ____ day of _____, 2025

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

Exhibit A
Temporary Construction Easement Agreement

Owner The Lake County Forest
Preserve District
Address South side of Deerfield Road
East of 3705 Deerfield Road
Riverwoods, IL 60015
Route Deerfield Road
County Lake
Job No. R-91-008-16
Parcel No. 1O30014TE
P.I.N. No. 15-35-200-019;
15-35-200-020
Section 15-00038-07-WR
Project No. Milwaukee Avenue to Saunders Road
Station 118+64.47 to
Station 122+92.47
Contract No. -
Catalog No. -

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(Governmental Entity)

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 "Grantor"), by Jessica Vealitzek, its President, for and in consideration of Three Thousand and No/100 Dollars (\$3,000.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the County of Lake, through its Division of Transportation, 600 West Winchester Road, Libertyville, IL 60048-1381, (the "Grantee"), a temporary construction easement for the purpose of construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description in Schedule A.

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

Grantor and Grantee hereby agree as follows:

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

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 the Grantor caused by the 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 the Grantor's remaining property.

This Easement Agreement will be for the use of Grantee or a contractor engaged by it or by the Illinois Department of Transportation (IDOT) (collectively, "Contractors") solely for the purpose of completing the Project.

The "Access Easement Premises," as depicted on Schedule B attached hereto, will allow Grantee and its contractors to route vehicular and pedestrian ingress and egress over and upon this portion of the premises. The "Staging Easement Premises," as depicted on Schedule B will allow Grantees and its Contractors to stage construction materials over and upon this portion of the premises. The Access Easement Premises and the Staging Easement Premises are, collectively, the "Easement Premises."

Any portion of the Project performed within the Easement Premises will be completed in accordance with the final construction plans prepared by Christopher B. Burke, Engineering, LTD., labeled as "State of Illinois Department of Transportation, Plans for Proposed Federal Aid Highway, Deerfield Road (FAU 1257) Reconstruction, Milwaukee Ave to Saunders Rd, Section No: 15-00038-07-WR, Project 2NE0(590), Lake County, Job No. P-91-159-16," and dated 12 April 2024, subject to any modifications approved by the Grantor ("Plans").

The Grantor owns and operates public recreational trails within the Easement Premises (the "Trail" or "Trails"). The Grantor may continue to use any Trails during the term of the Easement, except during times when it is necessary for Grantee to use the Easement Premises for the Project. Without limiting the preceding statement: (a) the Trails may not be closed or obstructed, except when it is necessary to do so for the Project, (b) vehicles cannot be parked on and materials cannot be stockpiled on Trails or within three (3) feet of a Trail edge, and (c) Grantee may close the Trails on other days and times (when necessary to do so for the Project), upon fourteen (14) days' prior notice to the Grantor.

While a Trail is closed, Grantee shall post signs, prior to the closing of the Trail, along the Trail at the locations specified on Schedule C attached hereto, notifying the trail users that the Trail is closed and they may use the marked detour route.

Grantee may not remove any trees within the Easement Premises, except for the two trees identified for removal in the Plans.

Grantee will reimburse the Grantor for all of its legal fees pertaining to this Easement Agreement. Grantor will waive the other fee requirements under its License and Easement Ordinance, including tree replacement fees.

Grantee will replace the cable gate located at the Grantor's maintenance access point, at the northeast corner of Grantor's property, north of Grantee's Deerfield Road Trail, found approximately at the red "X" shown at the south end of the detour trail route on Schedule C, with a new cable gate approved by the Grantor.

Upon the earlier of the expiration of this Easement Agreement and the completion of the Project,

Grantee will restore the Easement Premises to Grantor's satisfaction and as required by IDOT's standard contract documents.

Grantee shall indemnify, hold harmless, defend, and release the Grantor, its commissioners, officers, agents, and employees from and against any alleged loss, claim, damage, and expense (including, without limitation, attorneys' fees and litigation costs) that may be alleged or asserted against any of those parties in connection with (a) the Project, or the use of the Easement Premises by Grantee, or any Contractor, (b) Grantee's performance of, or failure to perform, its obligations under this Easement Agreement, or (c) the acts or omissions of any Contractor relating to the Project (collectively, the "Indemnified Claims"), whether or not any such performance or failure to perform is alleged to result from Grantee's breach of this Easement Agreement, its negligence, willful misconduct, or any other standard of conduct, and whether or not such Indemnified Claim is covered by the insurance required below.

At all times while any work is being performed on the Project, Grantee or the Contractors shall, at no cost or expense to Grantor, procure and maintain insurance policies, coverages, and limits meeting the minimum insurance requirements set forth in Schedule D attached hereto. Grantor shall be named as an additional insured, and the Easement Premises shall be covered property, on all such policies.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2025.

Attest:

By: _____
Signature

Print Name and Title

GRANTOR:

The Lake County
Forest Preserve District

Name of Governmental Entity

By: _____
Signature

Jessica Vealitzek, President

Print Name and Title

GRANTEE:

County of Lake, through its Division
of Transportation

By: _____
Signature

Print Name and Title

State of Illinois)
) ss
County of Lake)

This instrument was acknowledged before me on _____, 2025, by
_____ and _____
of The Lake County Forest Preserve District

(SEAL)

Notary Public

My Commission Expires: _____

State of Illinois)
) ss
County of Lake)

This instrument was acknowledged before me on _____, 2025, by
_____ and _____
of County of Lake through its Division of Transportation

(SEAL)

Notary Public

My Commission Expires: _____

After recording send to:

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

Schedule A
Legal Description








That part of the Northeast Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999644790, being described as follows:

Beginning at a point of intersection with the south right-of-way line of Deerfield Road (A.K.A. County Highway 11) as dedicated per document no. 6550168, recorded December 11, 2009 and the west line of the parcel of land deeded to the Lake County Forest Preserve District by deed document no. 2399748, recorded November 14, 1985; thence South 89 degrees 34 minutes 40 seconds East, 67.00 feet along said south-right-of-way line; thence South 00 degrees 25 minutes 20 seconds West, 22.55 feet; thence South 63 degrees 41 minutes 56 seconds East, 90.39 feet to a point on a line 62.00 feet south of and parallel with said south right-of-way line; thence South 89 degrees 34 minutes 40 seconds East, 30.87 feet along said parallel line; thence North 49 degrees 14 minutes 04 seconds East, 80.79 feet; thence North 00 degrees 25 minutes 20 seconds East, 8.79 feet to a point on said south right-of-way line; thence South 89 degrees 34 minutes 40 seconds East, 188.00 feet along said south-right-of-way line; thence South 00 degrees 25 minutes 20 seconds West, 25.00 feet to a point on a line 25.00 feet south of and parallel with said south right-of-way line; thence North 89 degrees 34 minutes 40 seconds West, 164.00 feet along said parallel line; thence South 49 degrees 14 minutes 04 seconds West, 101.74 feet to a point on a line 92.00 feet south of and parallel with said south right-of-way line; thence North 89 degrees 34 minutes 40 seconds West, 46.00 feet along said parallel line; thence North 63 degrees 41 minutes 56 seconds West, 112.26 feet to a point on a line 43.00 feet south of and parallel with said south right-of-way line; thence North 89 degrees 34 minutes 40 seconds West, 40.00 feet along said parallel line to a point on said west line described by deed document no. 2399748; thence North 00 degrees 08 minutes 52 seconds West, 43.00 feet along said west line to the point of beginning.

Said temporary easement containing 0.318 acres, more or less.

Schedule B Easement Premises

Legend

-  Subject Property
-  Access Easement Premises
-  Staging Easement Premises
-  Des Plaines River Trail
-  Deerfield Road Trail
-  Forest Preserve Trails
-  Tunnel

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

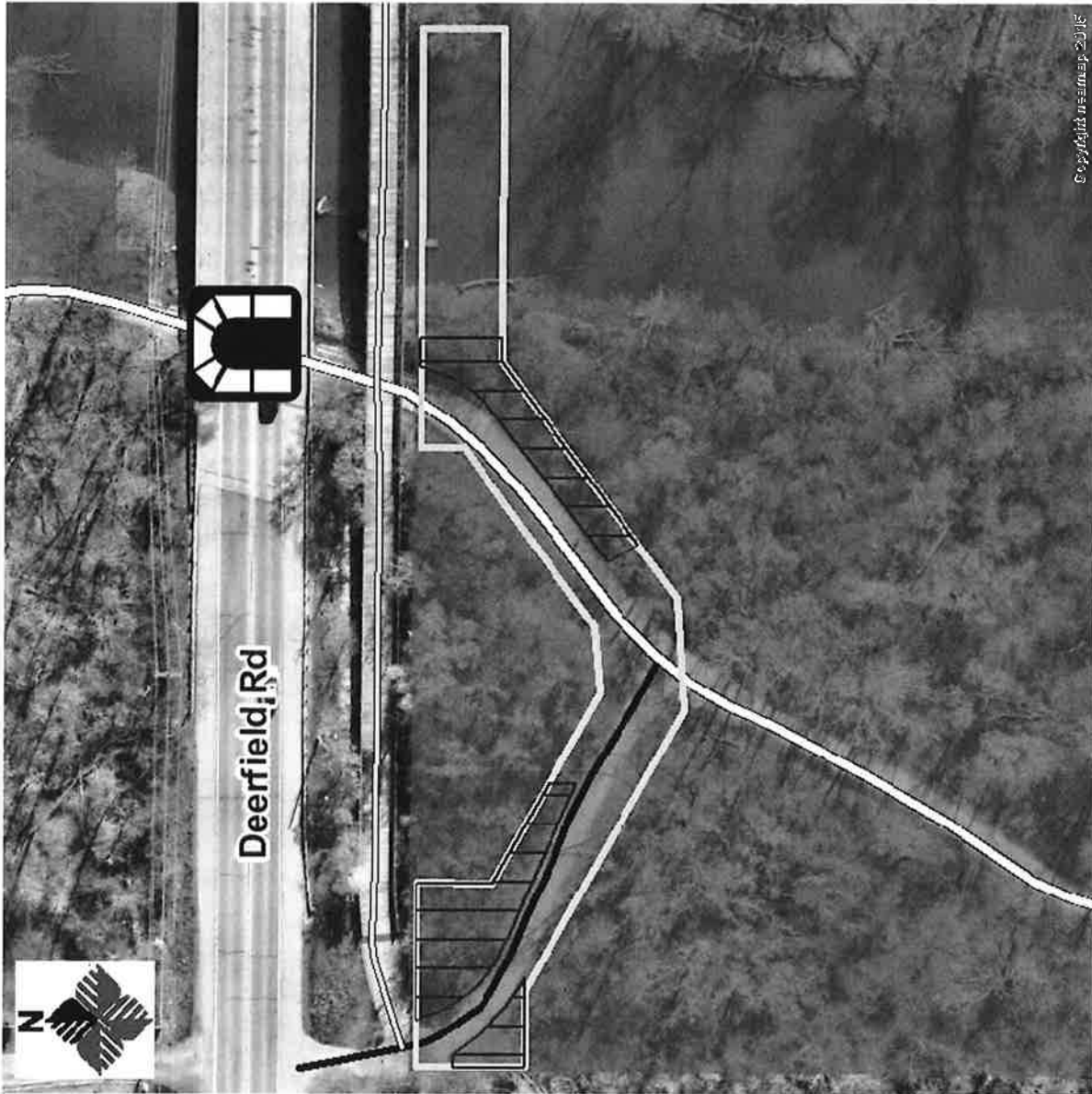
847-968-3351 www.lcfd.org

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.

2025 Aerial Photo

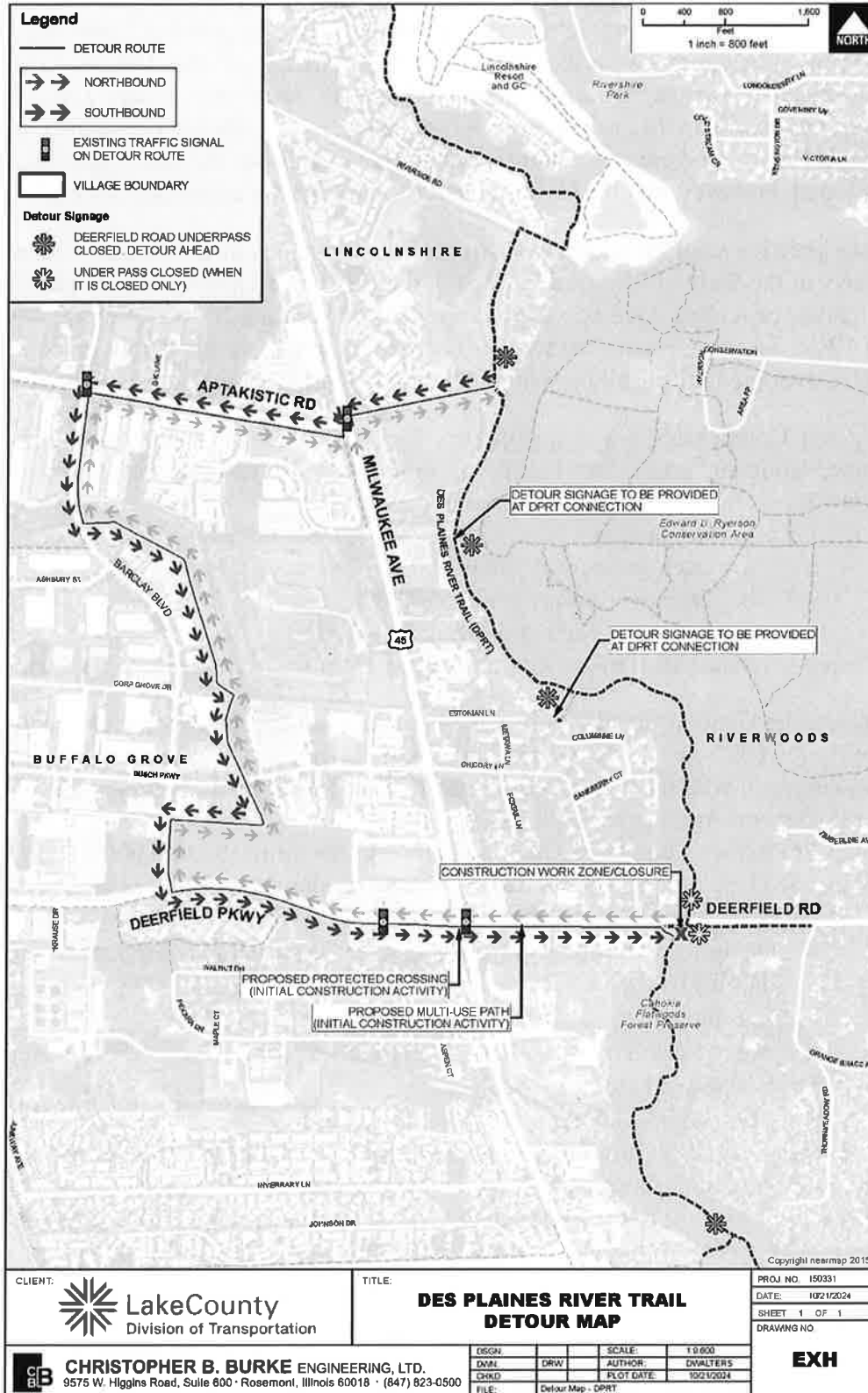
Prepared using information from Nearmap & Lake County Department of Information and Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373

Map Prepared 8 September 2025



Copyright © 2015

Schedule C Des Plaines River Trail Detour Map



<p>CLIENT: Lake County Division of Transportation</p>	<p>TITLE: DES PLAINES RIVER TRAIL DETOUR MAP</p>	<p>PROJ. NO. 150331 DATE: 10/21/2024 SHEET 1 OF 1 DRAWING NO.</p>												
<p> CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 • Rosemont, Illinois 60018 • (847) 823-0500</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DESIGN:</td> <td>SCALE:</td> <td>1:0.000</td> </tr> <tr> <td>DRAWN:</td> <td>AUTHOR:</td> <td>DWALTERS</td> </tr> <tr> <td>CHECKED:</td> <td>PLLOT DATE:</td> <td>10/21/2024</td> </tr> <tr> <td>FILE:</td> <td colspan="2">Detour Map - DPRT</td> </tr> </table>	DESIGN:	SCALE:	1:0.000	DRAWN:	AUTHOR:	DWALTERS	CHECKED:	PLLOT DATE:	10/21/2024	FILE:	Detour Map - DPRT		<p>EXH</p>
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DRAWN:	AUTHOR:	DWALTERS												
CHECKED:	PLLOT DATE:	10/21/2024												
FILE:	Detour Map - DPRT													

Schedule D
Insurance Requirements for the Project

At all times while any work is being performed for the Project, Grantee will provide, or will cause to be provided by Grantee or Contractors, as applicable, insurance policies, coverages, and limits that comply in all respects with the minimum requirements of the Illinois Department of Transportation's then-current *Standard Specifications for Road and Bridge Construction* (the "***IDOT Specifications***"). In the case of any conflict between the minimum insurance requirements set forth in this Easement Agreement and the IDOT Specifications, the IDOT Specifications shall control; provided, however, that the Grantor shall be named as an additional insured.

All insurance policies shall be issued from insurance companies authorized to transact business under the laws of the State of Illinois and rated in the Best's Key Rating Guide. The Grantor will accept companies providing coverage with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimums specified below.

A. **Worker's Compensation and Employer's Liability**: Grantee shall maintain workers' compensation and employer's liability insurance with limits of not less than:

- (1) Worker's Compensation: Statutory
- (2) Employer's Liability:
 - a. Each accident: \$500,000
 - b. Disease – policy limit: \$500,000
 - c. Disease – each employee: \$ 500,000

Such insurance shall evidence that coverage applies in the State of Illinois.

B. **Commercial General Liability**: Grantee shall maintain comprehensive commercial general liability ("CGL") insurance written in the occurrence form with limits of not less than the following, and with the general aggregate limit endorsed on a per project basis:

- (1) General Aggregate: \$2,000,000
- (2) Products – Completed Operations (aggregate limit): \$2,000,000
- (3) Each Occurrence (bodily injury or property damage): \$1,000,000
- (4) Other Included Coverages:
 - Operations of the Contractor and Subcontractors (contingent or protective liability)
 - Completed Operations
 - Broad Form Property Damage and Hazards of Explosion Endorsements
 - Collapse and Underground
 - Contractual Liability

The coverage shall be provided by an endorsement in the appropriate manner and form, and the Grantor and its officers and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The Grantor may accept a separate owner's protective liability policy in lieu of the Grantor and its officers and employees being insureds on the Grantee's policies.

- C. Comprehensive Motor Vehicle Liability: Grantee shall maintain comprehensive motor vehicle liability with limits for vehicles owned, non-owned or rented, not less than:
- (1) Bodily Injury and Property Damage:
 - a. Liability Limit Each Occurrence: \$1,000,000
- D. Umbrella Policy: The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess limits over and above the other insurance limits stated in this Agreement.
- E. Evidence of Insurance: Grantee shall, within ten (10) days after execution and delivery of this Agreement and, thereafter, within ten (10) days after receipt of a request from the Grantor, furnish the Grantor with certificates of insurance acceptable to the Grantor and, if requested by the Grantor, applicable policy endorsements executed by a duly-authorized representative of each insurer, evidencing compliance with the insurance requirements.