

**AGREEMENTS REGARDING THE RECEIPT OF DEVELOPER SUBDIVISION
CONTRIBUTIONS AND INDEMNIFICATION, IN THE EVENT OF A PRIVATE AGREEMENT**

WHEREAS, Lake County, Illinois, on behalf of itself, its officers, employees and independent contractors (the "County"), through § 151.220 of its Unified Development Ordinance has required that developers make contributions to government bodies affected by the subdivision improvements; and

WHEREAS, those government bodies may instead elect to execute a private agreement with developers regarding the contribution of land or money; and

WHEREAS, from time to time within the County, and within other municipalities, disputes have arisen regarding the validity and amount of such contributions; and

WHEREAS, the County is willing to permit private agreements between government bodies and developers for the contribution of school land or money but wishes to procure a commitment from such other governmental bodies benefitted by the receipt of such contributions that those government bodies will: (a) acknowledge that the requirement by the County of proof of payment for such contributions to such governmental bodies is totally within the discretion of the County; (b) acknowledge that the requirement by the County of proof of payment for such contributions to such governmental bodies does not render the County a party to such private agreements and does not render the County responsible or liable for the terms of such private agreements for any reason, including but not limited to the extent that such private agreements provide for contributions beyond what is authorized by the contribution requirements of § 151.220 of the Lake County Unified Development Ordinance; (c) pay the cost of defending any lawsuit that is filed against the County challenging the appropriate amount of the contributions, the time at which they are to be made, the withholding of County building permits in the absence of proof of payment for such contributions, or any other aspect of the contributions; and (d) comply with the terms of a final and non-appealable judicial determination by a court of competent jurisdiction rendered in connection with the lawsuit; and

NOW, THEREFORE, in consideration for the payment of money or the transfer of land to Zion-Benton Twp. High School District 126 ("Benefitting Government"), which the County has authorized to be effectuated via private agreement in accordance with the Lake County Unified Development Ordinance, it is agreed between the County, on behalf of itself and its officers, employees and independent contractors, and the Benefitting Government as follows:

1. Legal Representation and Costs:

A. In the event a lawsuit is filed against the County and/or the Benefitting Government by a developer that is subdividing property or any other person, corporation, or entity that challenges the appropriateness, amount, timing, the withholding of County building permits in the absence of proof of payment of private school contributions by the developer, or any other aspect of a subdivision contribution that, pursuant to a private agreement between the Benefitting

Government and the developer, has been paid or is due to the Benefitting Government, then the Benefitting Government does agree to pay the costs and litigation expenses (including reasonable attorneys' fees) incurred by the County in defending such lawsuit. The costs and expenses shall be paid by the Benefitting Government when and as incurred by the County but in no event more than once a month. As a condition precedent to the payment of these costs and expenses, the County shall submit to the Benefitting Government copies of the original statements reflecting the costs and expenses, together with the non-privileged supporting documentation that may be reasonably requested by the Benefitting Government.

B. The County covenants and agrees that it shall employ competent and skilled legal counsel to represent the Benefitting Government and the County, and further covenants and agrees that it shall keep the Benefitting Government fully advised as to the progress and status of the litigation. In particular, the County shall provide to the *Benefitting Government* copies of all pleadings filed in the litigation and shall consult regularly (and shall cause its attorneys to consult regularly) with the Benefitting Government or its attorneys, as applicable, as to the strategy for defending the lawsuit. In no event may such litigation be compromised or settled by the County without at least 30 days' prior written notice to the Benefitting Government.

C. In the event the *Benefitting Government* decides that it would prefer to be represented in the litigation by legal counsel of its own choosing, then the Benefitting Government shall be free to retain its own legal counsel for that purpose, to intervene in the litigation and to ask the County to terminate its representation of the Benefitting Government under Section 2 of this Agreement. The Benefitting Government shall notify the County in writing to that effect. In that event, this Agreement shall remain in full force and effect regarding all other provisions of this Agreement, and the Benefitting Government shall remain liable to the County for all sums that have accrued under this Agreement up until the date that such written notice is received and for all sums that remain due and owing from the Benefitting Government to the County relating to the defense of any lawsuit under the terms of this Agreement. Further, the County shall be permitted to continue to defend itself in such lawsuit and notwithstanding the Benefitting Government's withdrawal from such representation, the Benefitting Government shall still indemnify the County for the County's costs incurred in such defense.

2. The Benefitting Government shall indemnify and hold harmless the County from any and all liability arising from the County's withholding of building permits in the absence of proof of payment by the developer of contributions pursuant to the terms of a private agreement reached between the Benefitting Government and the developer.

3. In the event a judicial determination should require the payment of damages or payment of the attorneys' fees of the plaintiff's attorneys, the Benefitting Government shall pay all additional amounts.

4. In further consideration of the continued authorization by the County enabling the Benefitting Government to collect the subject contributions of land or money, the Benefitting Government

agrees that its obligations under this Agreement shall extend to both past and future cash and land contributions.

5. The Benefitting Government understands that it will be asked to execute an indemnity agreement similar to this agreement on an annual basis, on or before June 1 of each subsequent year and that the County shall not exercise any rights it might have to withhold the issuance of building permits in the absence of proof of payment or to require proof of payment of contributions by a developer to the Benefitting Government.

6. This Agreement shall be terminable by either party for any reason or no reason at all upon 30 days' prior written notice to the other party evidencing the intention to so terminate this Agreement. But the termination of this Agreement shall not affect the continuing obligation of the Benefitting Government or the County with regard to claims or damages allegedly arising out of the County's efforts prior to termination to impose, collect or distribute contributions pursuant to private agreement, or to the actual distribution of subdivision contributions pursuant to private agreement.

DATED this 18th day of March 2025
Lake County

Name of Benefitting Government
Zion-Benton Twp. High School Dist. 126

Planning, Building and Development
Director

Title: Board of Education President

ATTEST:

Secretary