

**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 the Millburn C.C. School District #24, 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 Millburn C.C. School District #24 as follows:

1. Legal Representation and Costs:

A. In the event a lawsuit is filed against the County and/or the Millburn C.C. School District #24 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 Millburn C.C. School District #24 and the developer, has been paid or is due to the Millburn C.C. School District #24, then the Millburn C.C. School District #24 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 Millburn C.C. School District #24 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 Millburn C.C. School District #24 copies of the original statements reflecting the costs and expenses, together with the non-privileged supporting documentation that may be reasonably requested by the Millburn C.C. School District #24.

B. The County covenants and agrees that it shall employ competent and skilled legal counsel to represent the Millburn C.C. School District #24 and the County, and further covenants and agrees that it shall keep the Millburn C.C. School District #24 fully advised as to the progress and status of the litigation. In particular, the County shall provide to the Millburn C.C. School District #24 copies of all pleadings filed in the litigation and shall consult regularly (and shall cause its attorneys to consult regularly) with the Millburn C.C. School District #24 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 Millburn C.C. School District #24.

C. In the event the Millburn C.C. School District #24 decides that it would prefer to be represented in the litigation by legal counsel of its own choosing, then the Millburn C.C. School District #24 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 Millburn C.C. School District #24 under Section 2 of this Agreement. The Millburn C.C. School District #24 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 Millburn C.C. School District #24 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 Millburn C.C. School District #24 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 Millburn C.C. School District #24's withdrawal from such representation, the Millburn C.C. School District #24 shall still indemnify the County for the County's costs incurred in such defense.

2. The Millburn C.C. School District #24 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 Millburn C.C. School District #24 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 Millburn C.C. School District #24 shall pay all additional amounts.

4. In further consideration of the continued authorization by the County enabling the Millburn C.C. School District #24 to collect the subject contributions of land or money, the Millburn C.C. School District #24 agrees that its obligations under this Agreement shall extend to both past and future cash and land contributions.

5. The Millburn C.C. School District #24 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 Millburn C.C. School District #24.

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 Millburn C.C. School District #24 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 24th day of May, 2021  
Lake County

Millburn C.C. School District #24

---

Planning, Building and Development  
Director

---

Board President

ATTEST:

---

Secretary

# Cottonwood Estates Impact Fees

May 24, 2021

	Dec 2016	Dec 2017	Dec 2018	Dec 2019	Dec 2020
CPI Increase	2.10%	2.10%	1.9%	2.30%	1.40%

Cottonwood Estates Impact Fees	2017	2018	2019	2020	2021	2022
2 Bedrooms	\$ 1,205	\$ 1,230	\$ 1,256	\$ 1,280	\$ 1,309	\$ 1,328
3 Bedrooms	\$ 3,311	\$ 3,381	\$ 3,452	\$ 3,517	\$ 3,598	\$ 3,648
4 Bedrooms	\$ 4,816	\$ 4,917	\$ 5,020	\$ 5,116	\$ 5,233	\$ 5,307
5 Bedrooms	\$ 6,064	\$ 6,191	\$ 6,321	\$ 6,441	\$ 6,590	\$ 6,682