

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE LAKE COUNTY FOREST PRESERVE DISTRICT
FOR THE RIGHT-OF-WAY AND TEMPORARY EASEMENT
AND COMPENSATORY STORAGE
FOR THE DEERFIELD ROAD BIKE PATH ALONG THE SOUTH SIDE OF
DEERFIELD ROAD (COUNTY HIGHWAY 11)**

THIS AGREEMENT entered into this _____ day of _____, A.D. 20____, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the LAKE COUNTY FOREST PRESERVE DISTRICT, an Illinois body politic and corporate, acting by and through its President and Board of Commissioners, hereinafter referred to as the DISTRICT.

WITNESSETH

WHEREAS, the COUNTY has received approval from the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as IDOT, for the use of federal funds from the American Recovery and Reinvestment Act of 2009 to build a segment of the Deerfield Road Bike Path along the south side of Deerfield Road (County Highway 11) from Thornmeadow Road westward and across the Des Plaines River via a new bicycle/pedestrian bridge to connect with the existing Des Plaines River Trail. Said Deerfield Road Bike Path shall hereinafter be referred to as the PATH and shall be known as COUNTY Section 04-00038-03-BT; and,

WHEREAS, the construction of the PATH will require the dedication of additional right-of-way from DISTRICT owned property; and,

WHEREAS, the construction of said PATH will require a temporary easement and off-site compensatory storage on DISTRICT owned property; and,

WHEREAS, the DISTRICT agrees to convey to the COUNTY the necessary additional right-of-way for the PATH. Said additional right-of-way and the temporary easement are depicted in EXHIBIT A of THIS AGREEMENT; and,

WHEREAS, the COUNTY shall own and maintain said Path located within the proposed right-of-way upon its completion; and,

WHEREAS, the DISTRICT shall own and maintain said Path located on DISTRICT owned property; and,

WHEREAS, said PATH will be of immediate benefit to the residents of the COUNTY and the DISTRICT and will be permanent in nature;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein made and pursuant to all applicable statutes and local ordinances, the COUNTY and the DISTRICT do hereby enter into the following:

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. The COUNTY agrees to make all surveys, prepare the design engineering plans and specifications in accordance with the appropriate federal guidelines, as required as determined by the fund source and/or scope of the project, as prescribed by IDOT, secure any and all permits and/or approvals that may be required, furnish engineering inspection during construction.

The COUNTY further agrees to pay one hundred percent (100%) of the local match for the federal funds, with no reimbursement from the DISTRICT.

The COUNTY further agrees to prepare all necessary land acquisition related documents for the right-of-way and the permanent easement that may be required for the construction of the PATH.

The COUNTY further agrees to enter into a joint agreement with IDOT to construct the PATH in the manner described. The improvement shall be constructed in accordance with plans approved by IDOT and IDOT's policies and procedures approved and/or required by the FEDERAL HIGHWAY AUTHORITY.

3. It is mutually agreed by and between the parties hereto to comply with the appropriate federal guidelines, as required as determined by the fund source and/or scope of the project, as prescribed by the Illinois Department of Transportation for the implementation of the PATH.

4. The COUNTY agrees to convey and transmit to the DISTRICT, for review the design engineering plans, specifications and estimates.
5. The DISTRICT agrees that it shall review, in a timely manner, all submittals as set forth heretofore.
6. The COUNTY agrees to pay, or cause to have paid, one hundred percent (100%) of the costs for the necessary surveys, land related documents, design engineering plans, construction and construction engineering for the PATH with no reimbursement from the DISTRICT.
7. The DISTRICT agrees to convey to the COUNTY, at no cost to the COUNTY, the additional right-of-way and the temporary easement for the PATH as described in EXHIBIT A of THIS AGREEMENT.

The DISTRICT further agrees to accommodate the required amount of compensatory storage volume as determined by the Lake County Storm Water Management Commission (approximately 360 – 380 cy) off-site on DISTRICT property north of Deerfield Road as depicted on Exhibit B.

The DISTRICT further agrees to execute and return, to the COUNTY's County Engineer, the conveyance documents for said additional right-of-way and temporary easement within ten (10) working days of the receipt of said documents.

8. The COUNTY agrees, unless otherwise provided, to own and be responsible for all maintenance, at no cost to the DISTRICT, the PATH located within the right-of-way.
9. Upon its completion, the DISTRICT shall own and be responsible for all maintenance, at no expense to the COUNTY, the PATH located on DISTRICT owned property.
10. It shall be the sole responsibility of the COUNTY, unless otherwise provided, to design and construct the PATH. The COUNTY agrees to hold harmless, indemnify and defend the DISTRICT, its elected officials and its duly appointed officials, agents and employees from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands arising from, allegedly arising from or related to the design, construction and/or maintenance of the PATH.

11. It is mutually agreed by and between the parties hereto that 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, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as may be best determined as provided by law.
12. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting the DISTRICT (including its elected officials, duly appointed officials, officers, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The DISTRICT is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
13. Each party warrants and represents to the other party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any government, commission, board, bureau, agency or instrumentality applicable to such party.
14. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.
15. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.

16. It is mutually agreed by and between the parties hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
17. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
18. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
19. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto may 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.
20. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
21. THIS AGREEMENT shall remain in full force and effect for such a period of time as the PATH remains in place, in use and in operation.

ATTEST:

Cariisse McNeil
Secretary
Lake County Forest Preserve District

By: Donna Jo Cook
President
Lake County Forest Preserve District
Date: 11-10-09

RECOMMENDED FOR EXECUTION

County Engineer/
Director of Transportation

COUNTY OF LAKE

ATTEST:

Clerk, Lake County

By: _____
Chair
Lake County Board
Date: _____

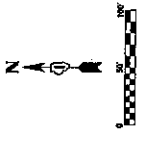
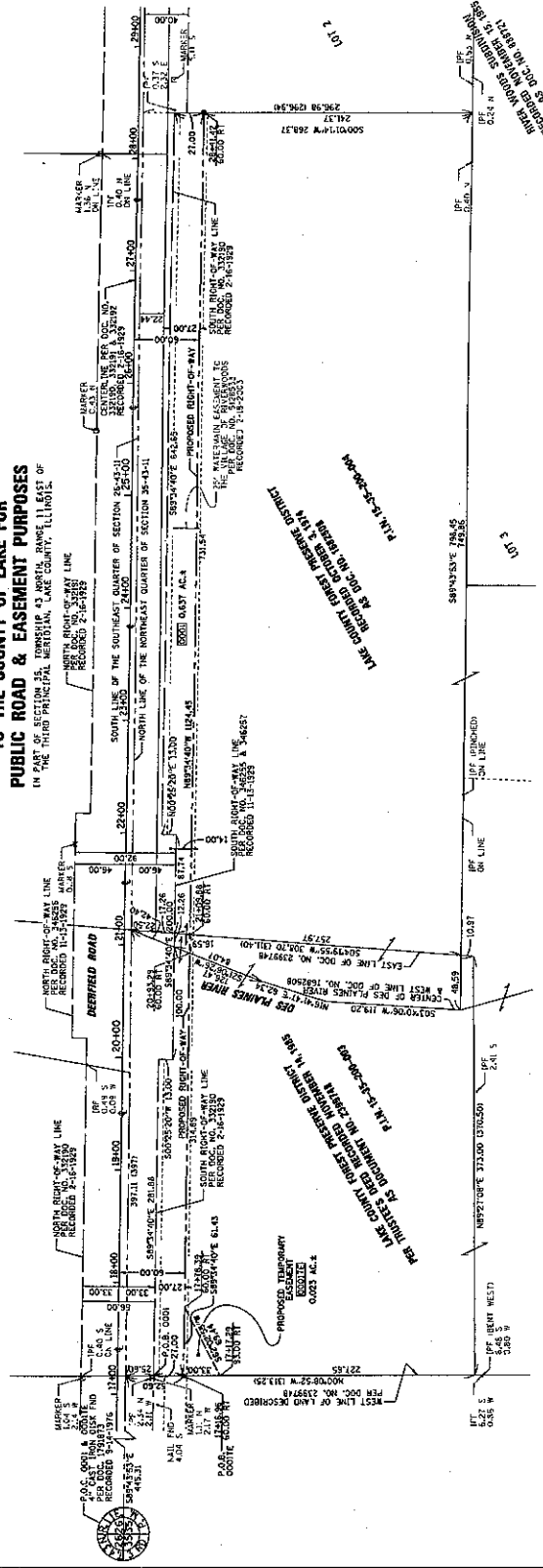
EXHIBIT A

**RIGHT-OF-WAY DEDICATION,
AND TEMPORARY EASEMENT**

PART OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

DEERFIELD ROAD PLAT OF DEDICATION TO THE COUNTY OF LAKE FOR PUBLIC ROAD AND EASEMENT PURPOSES

IN THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.



- LEGEND**
- 1/2\"/>

DATE OF DEDICATION
 STATE OF ILLINOIS }
 COUNTY OF LAKE }
 BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat of dedication, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

DATE _____
 COUNTY OF LAKE }
 STATE OF ILLINOIS }
 CHRISTOPHER B. BURKE, ENGINEERING, LTD.
 600 WEST WINCHESTER ROAD
 ROSEMONT, ILLINOIS 60068
 IBEFO 825-0380

PLAT OF DEDICATION
 DIVISION OF TRANSPORTATION
 DEERFIELD ROAD
 SECTION _____
 PROJECT _____
 STATION 17+16.37 TO STATION 28+40.00
 SCALE: 1"=50'
 SHEET NO. 1 OF 1
 LAKE COUNTY DIVISION OF TRANSPORTATION
 600 WEST WINCHESTER ROAD
 LIBERTYVILLE, ILLINOIS 60048

NOTICE TO THE PUBLIC
 THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, HAS REVIEWED THE PLAT OF DEDICATION OF DEERFIELD ROAD, SECTION 35, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS, AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS CONSTITUTION AND STATUTES RELATIVE TO THE DEDICATION OF PUBLIC HIGHWAYS. THE PLAT IS HEREBY RECORDED FOR THE PUBLIC RECORDS OF THE COUNTY OF LAKE, ILLINOIS.

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 COUNTY OF LAKE }
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EXHIBIT B

**LOCATION MAP
COMPENSATORY STORAGE**

Exhibit B



Legend



Apr Location of Comp Storage
Forest Preserve Property

Lake County Forest Preserve District
Dept of Land Preservation & Special Projects
21900 Riverwoods Road
Deerfield, Illinois 60015
847-968-3351

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.

2007 Aerial Photo

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

Map Prepared November 2009

