

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE AND  
THE VILLAGE OF LIBERTYVILLE  
REGARDING PROPOSED IMPROVEMENTS TO HARRIS ROAD  
(TO BECOME MIDLOTHIAN ROAD / COUNTY HIGHWAY 48)**

**THIS AGREEMENT** is 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 VILLAGE OF LIBERTYVILLE, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as "parties" to THIS AGREEMENT, and either one is referred to individually as a "party" to THIS AGREEMENT.

**WITNESSETH**

**WHEREAS**, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous to make certain roadway improvements, including the extension of Midlothian Road (County Highway 48) and construction of a bike path along the west side of Midlothian Road northward to Illinois Route 137, following a curvilinear geometry north of Peterson Road (County Highway 20) to intercept existing Harris Road, then following a principally northward path to Illinois Route 137 (hereinafter the IMPROVEMENT). Said IMPROVEMENT is generally depicted in the attached EXHIBIT A to THIS AGREEMENT; and,

**WHEREAS**, the IMPROVEMENT (as heretofore described) shall be developed in phases, the second phase of which includes the construction of a three-lane section of roadway between the Lake County Fairgrounds entrance and Moorehead Circle, measuring approximately 3,000 feet (0.57 miles) and the construction of a bike path along the west side of Midlothian Road, between the Peterson Road and Moorehead Circle, which shall hereafter be referred to as PHASE 2 and shall also be referred to as **County Section 09-00244-03-FP**; and,

**WHEREAS**, the construction of PHASE 2 shall require the VILLAGE to construct, or cause to be constructed, a cul-de-sac (i.e., northernmost terminus) of Harris Road, south of PHASE 2, the exact location of which shall be determined in the sole and exclusive judgment of the VILLAGE, with no reimbursement by the COUNTY; and,

**WHEREAS**, the engineering plans, specifications and construction contracts for the IMPROVEMENT by reference herein are hereby made a part hereof; and,

**WHEREAS**, the COUNTY presently has jurisdictional authority over Midlothian Road, north of Illinois Route 176 (Maple Avenue), and the VILLAGE has jurisdictional authority over the entirety of Harris Road within the VILLAGE's corporate limits; and,

**WHEREAS**, the COUNTY, upon completion of the IMPROVEMENT and approval by the Illinois Department of Transportation (IDOT), shall have jurisdictional and maintenance authority over Midlothian Road, from Illinois Route 176 (Maple Avenue) northward to U.S. Route 45; and,

**WHEREAS**, the COUNTY seeks the assistance of the VILLAGE in acquiring right-of-way abutting PHASE 2 of the IMPROVEMENT; and,

**WHEREAS**, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY, the VILLAGE and the motoring public and will be permanent in nature; and,

**WHEREAS**, THIS AGREEMENT hereby terminates any and all prior agreements between the COUNTY and the VILLAGE relating to the subject matter hereof (hereinafter PRIOR AGREEMENTS). Said PRIOR AGREEMENTS include, but are not limited to: the Harris Road Winter Maintenance LETTER OF CONCURRENCE, executed November 27, 1998;

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

#### **SECTION I.**

##### **Recitals/Headings**

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. It is mutually agreed by and between the parties hereto that the "headings" as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

## **SECTION II.**

### **The Design and Construction of PHASE 2 of the IMPROVEMENT**

1. The COUNTY agrees to make all surveys, prepare the engineering plans and specifications, receive bids and award the construction contract, furnish engineering inspection during construction, and cause the IMPROVEMENT to be built in accordance with the approved plans, specifications, and construction contract.
2. The COUNTY agrees to convey and transmit to the VILLAGE for review the design engineering plans, specifications and estimates for PHASE 2 of the IMPROVEMENT.
3. The COUNTY agrees to construct, or cause to be constructed, PHASE 2 of the IMPROVEMENT in accordance with said design engineering plans, specifications and construction contract.
4. The VILLAGE agrees that, in the future, any new construction by the VILLAGE OF VILLAGE-owned utilities (including, but not limited to: watermain, storm sewer mains, sanitary sewer mains, electrical cable, data/communications cable, vaults and/or service pedestals) shall be located a minimum of thirty-six (36) feet from the centerline of the road right-of-way of Harris Road (future Midlothian Road), within the VILLAGE's corporate limits. This restriction shall not apply to the maintenance or repair of any existing VILLAGE owned utilities
5. Upon completion of the construction of the IMPROVEMENT, the COUNTY shall have full maintenance and jurisdictional authority over the IMPROVEMENT, including both the roadway and the bike path.

## **SECTION III.**

### **Dedication of Right-of-Way for PHASE 2 of the IMPROVEMENT**

1. The VILLAGE agrees to dedicate to the COUNTY, for purposes of the construction of the IMPROVEMENT, an area of VILLAGE-owned property, having a width of ten (10) feet, immediately abutting PHASE 2 of the IMPROVEMENT (west side), hereafter referred to as the LIBERTYVILLE PARCEL. Said LIBERTYVILLE PARCEL is generally depicted in the attached EXHIBIT B to THIS AGREEMENT.

It is mutually agreed by and between the parties hereto that The COUNTY shall prepare a legal Plat of Dedication for Roadway Purposes for the VILLAGE's execution for the said

LIBERTYVILLE PARCEL at the COUNTY's sole expense, with no reimbursement by the VILLAGE.

2. The VILLAGE agrees to cooperate with the COUNTY in obtaining, at no cost to the VILLAGE and for purposes of constructing the connection of the proposed bike path (terminating at the south side of Moorehead Drive) with the existing bike path (terminating at the north side of Moorehead Drive), an area of privately-owned property, having a width of ten (10) feet immediately abutting PHASE 2 of the IMPROVEMENT (west side), hereafter referred to as the PRAIRIE CROSSING PARCEL. Said PRAIRIE CROSSING PARCEL is generally depicted in the attached EXHIBIT C to THIS AGREEMENT.
3. The VILLAGE agrees that, as development proposals for the properties along the east side of Midlothian Road, within the VILLAGE, are submitted to the VILLAGE for plan approval, the VILLAGE shall, to the extent permitted by law, as part of that process and as a condition for plat approval, require the developer or developers, as the case may be, to dedicate, for public road purposes, an area of privately-owned property for those portions of the parcels immediately abutting PHASE 2 of the IMPROVEMENT (east side). Said areas of privately-owned property are generally depicted in the attached EXHIBIT D, EXHIBIT E and EXHIBIT F to THIS AGREEMENT.

#### **SECTION IV.**

##### **Winter Maintenance for that Portion of Harris Road, between Peterson Road and a Point Approximately 1,400 Feet South of Illinois Route 137**

1. It is mutually agreed by and between the parties hereto that THIS AGREEMENT hereby terminates any and all PRIOR AGREEMENTS. Said PRIOR AGREEMENTS include, but are not limited to: the Harris Road Winter Maintenance LETTER OF CONCURRENCE, executed November 27, 1998.

Pursuant to said Harris Road Winter Maintenance LETTER OF CONCURRENCE (paragraph 6), either the COUNTY or the VILLAGE may terminate the winter maintenance responsibilities for Harris Road by way of written notification, indicating the date upon which the COUNTY shall cease to provide winter maintenance, which includes, but is not limited to: snow and ice control (using salt provided to the COUNTY by the VILLAGE) and the placement and removal of snow fencing.

It is further mutually agreed by and between the parties hereto that the COUNTY shall cease to provide winter maintenance along Harris Road on or about April 15, 2009 (i.e., at the completion of the 2008-2009 "snow season").

## SECTION V. General Provisions

1. 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, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined and provided by law.
2. 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 VILLAGE (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
3. It is mutually agreed by and between the parties hereto that 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 court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. 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.
5. 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.

6. 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.
7. 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.
8. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. The VILLAGE shall not 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 COUNTY.
9. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in Lake County 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, duties, responsibilities and obligations contained herein.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. THIS AGREEMENT shall remain in full force and effect for such a period of time as the IMPROVEMENT remains in place, in use and in operation.

12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering PHASE 2 of the IMPROVEMENT are not awarded by January 1, 2013.

ATTEST:

Heidi J. Bowers,  
Secretary Deputy Clerk

VILLAGE OF LIBERTYVILLE

By: [Signature]  
Mayor

Date: 6-11-09

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

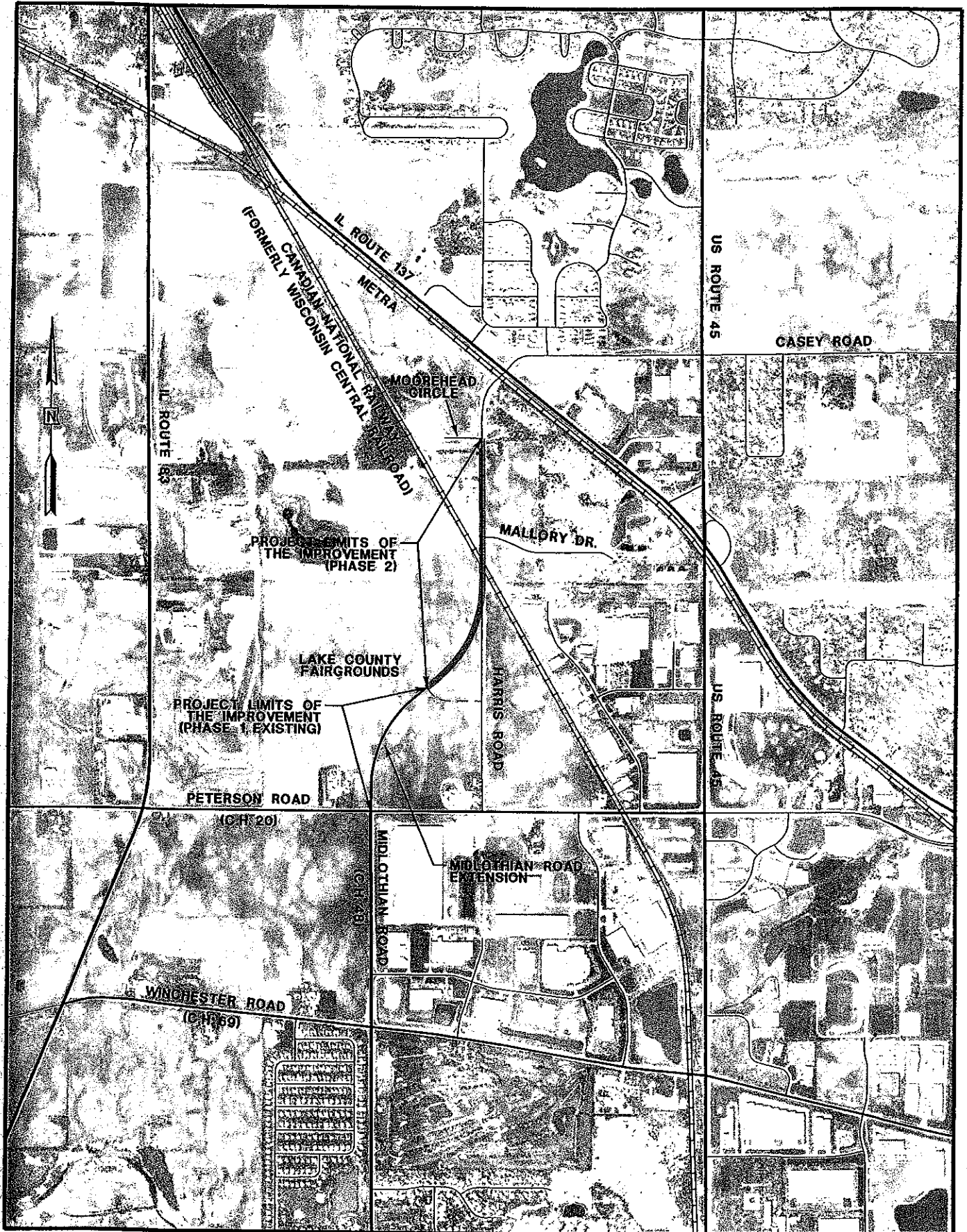
ATTEST:

\_\_\_\_\_  
Clerk  
Lake County

By: \_\_\_\_\_  
Chair  
Lake County Board

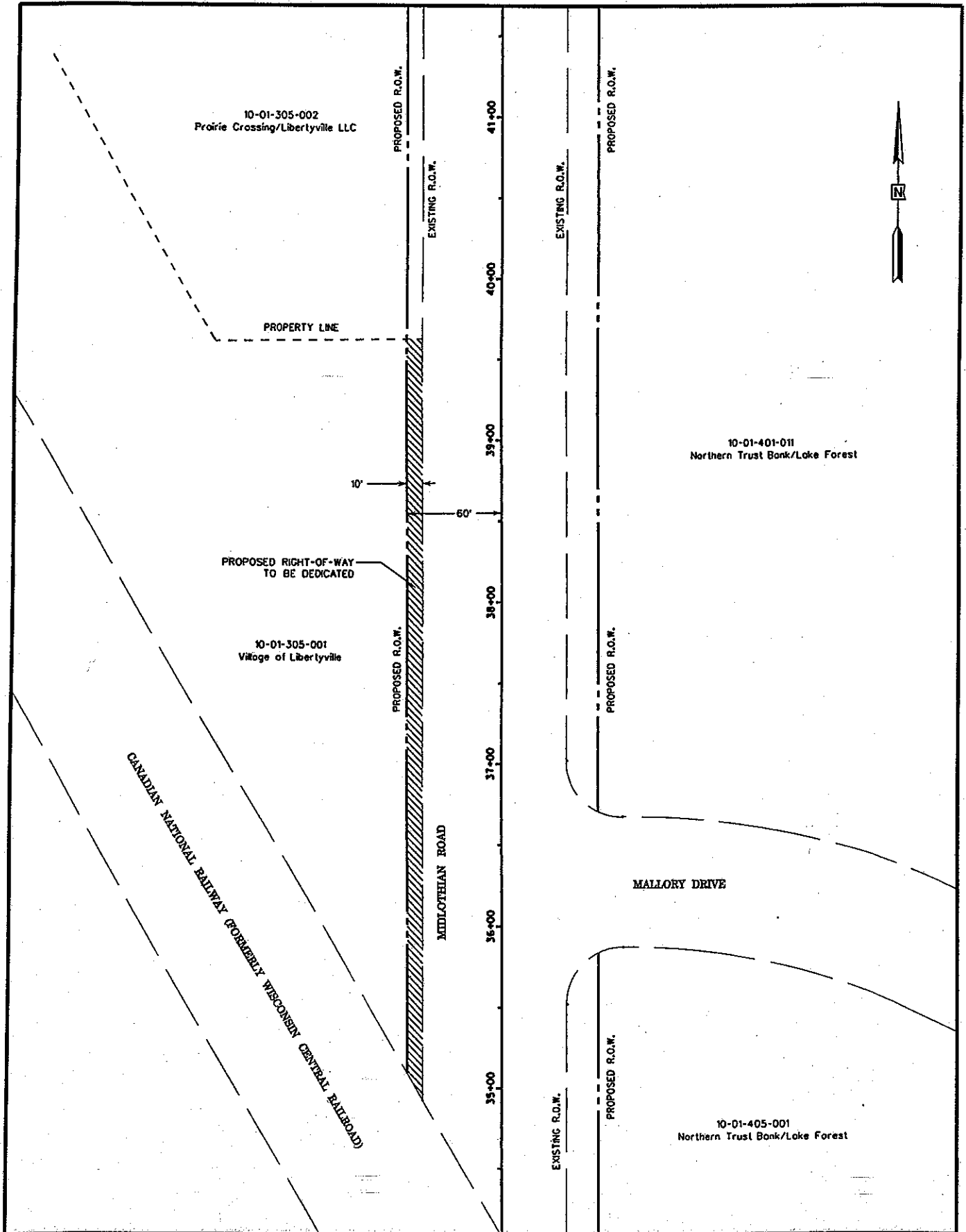
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# EXHIBIT A LOCATION MAP

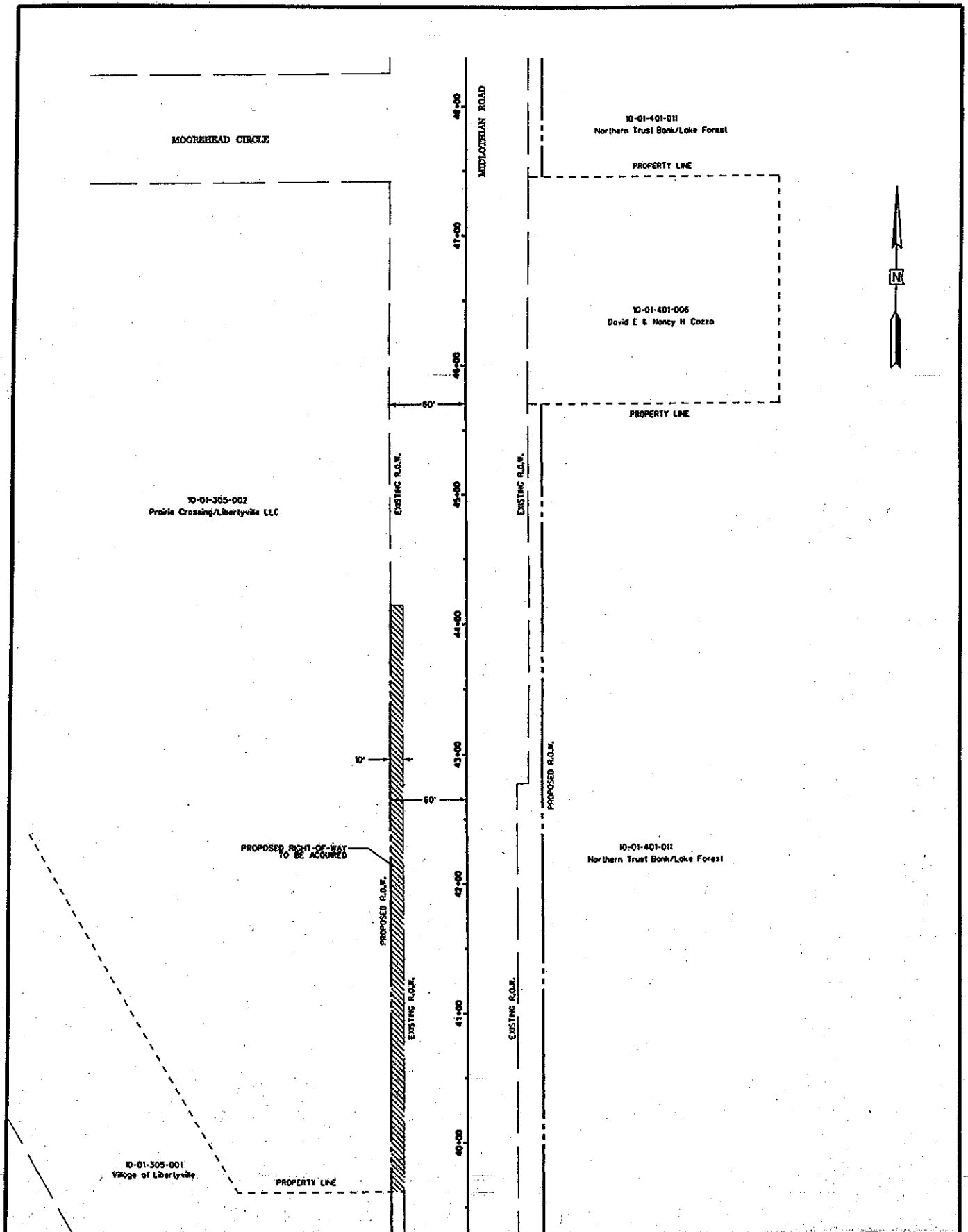




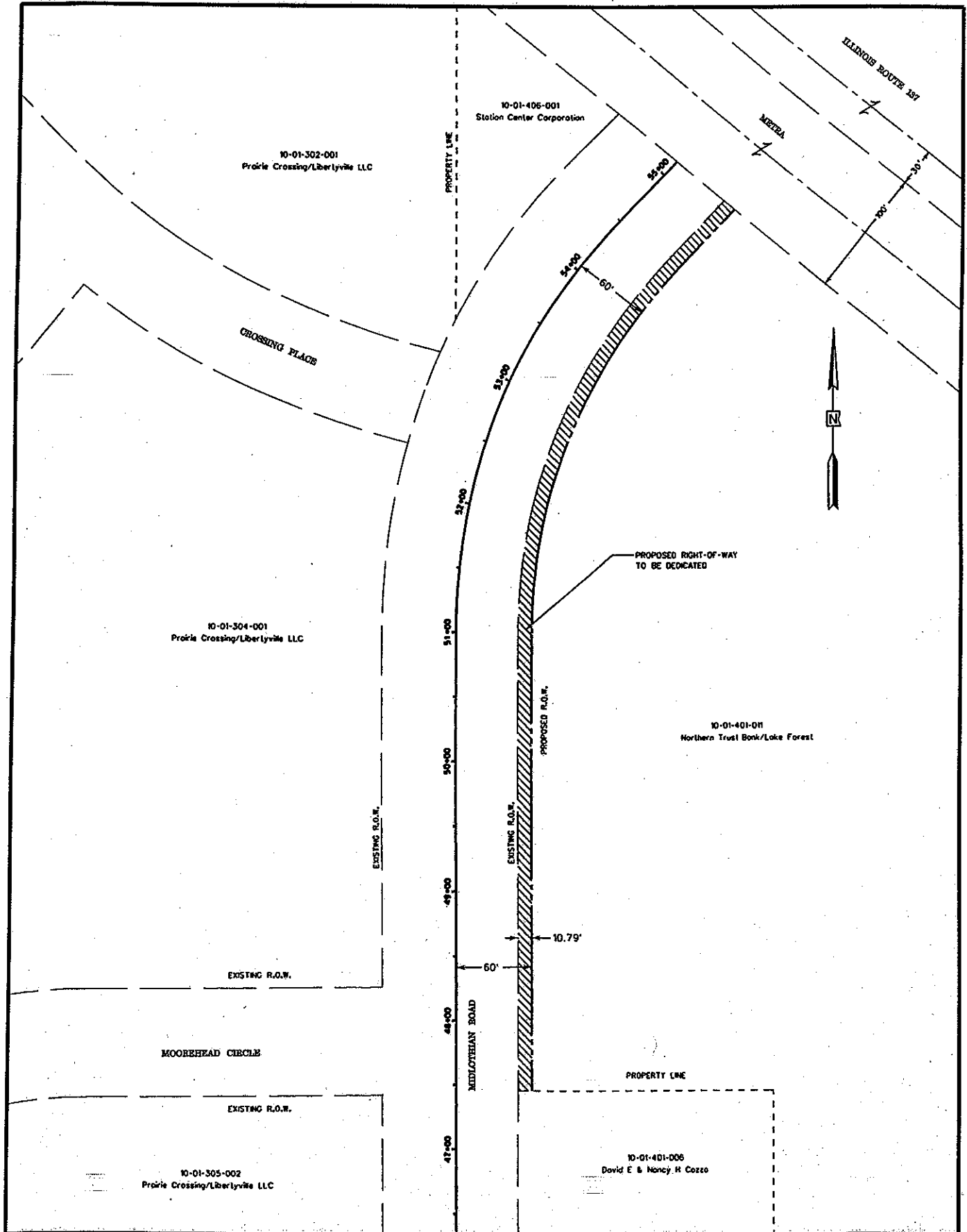
**EXHIBIT B**  
**PROPOSED RIGHT-OF-WAY**  
**TO BE DEDICATED**



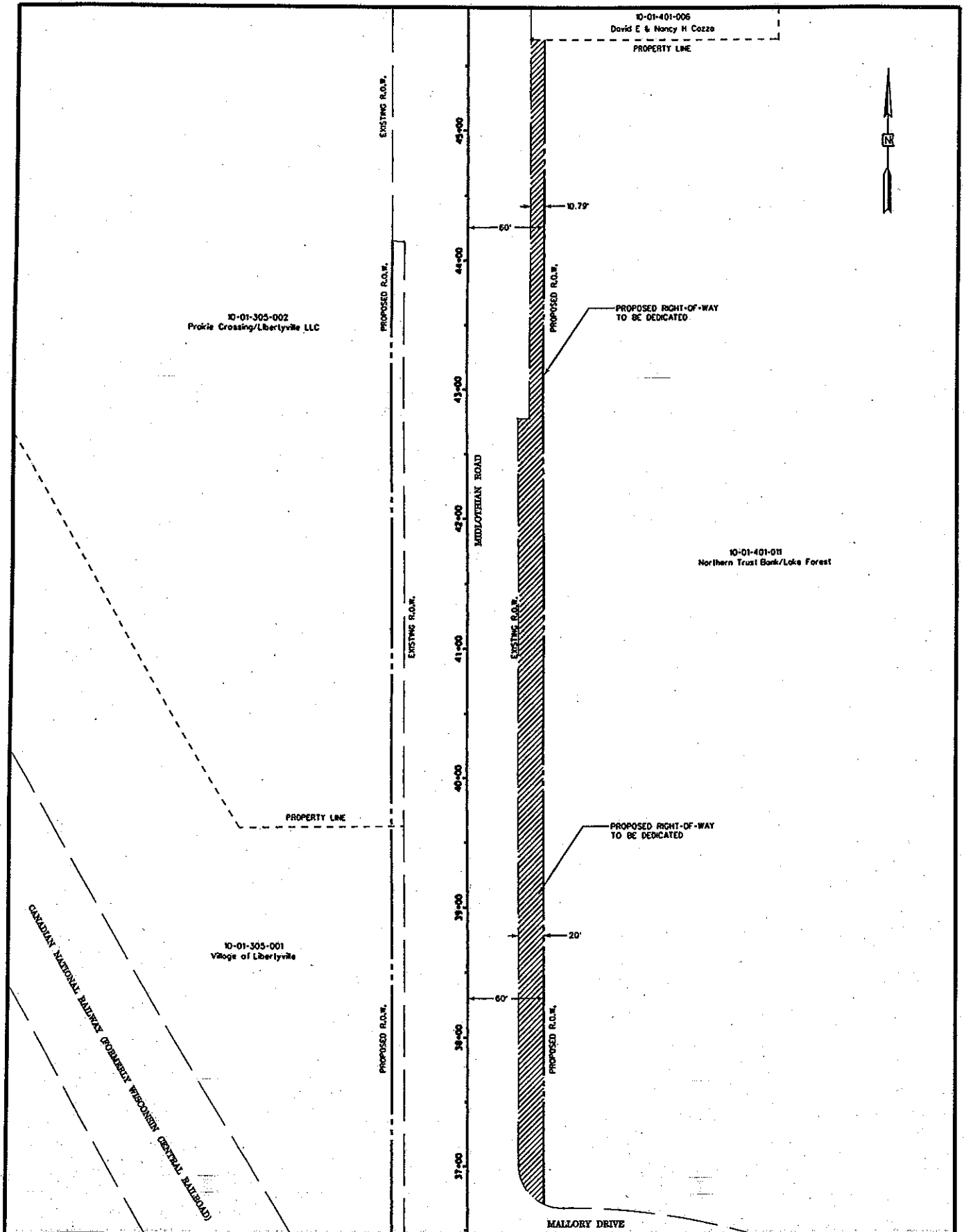
**EXHIBIT C**  
**PROPOSED RIGHT-OF-WAY**  
**TO BE ACQUIRED**



**EXHIBIT D**  
**PROPOSED RIGHT-OF-WAY**  
**TO BE DEDICATED**



**EXHIBIT E**  
**PROPOSED RIGHT-OF-WAY**  
**TO BE DEDICATED**



**EXHIBIT F**  
**PROPOSED RIGHT-OF-WAY**  
**TO BE DEDICATED**

