

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF LIBERTYVILLE  
REGARDING A PLANNED DEVELOPMENT MASTER PLAN  
FOR THE COUNTY'S LIBERTYVILLE CAMPUS**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2012, 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 Village President and Board of Trustees, hereinafter referred to as "the Village".

WITNESSETH

**WHEREAS**, the County is the owner of certain real property located in the northwestern quadrant of Illinois Route 21/Milwaukee Avenue and Winchester Road, and is comprised of approximately 172.2 acres and legally described in Exhibit A, attached hereto and incorporated herein. Said real property hereinafter referred to as "the Campus"; and

**WHEREAS**, said Campus is located within the corporate limits of the Village and is zoned Institutional Buildings District, hereafter referred to as IB; and

**WHEREAS**, the County has filed an application with the Village of Libertyville seeking approval of a Special Use Permit for a Planned Development Master Plan on the subject property, which plan was prepared by Christopher B. Burke Engineering Ltd. and the Lakota Group, dated October 11, 2011, as amended and placed on file with the Village of Libertyville on November 16, 2011, and subsequently amended on \_\_\_\_\_ pursuant to Village conditions of approval (hereinafter, "the Master Plan"), which Master Plan was approved by Village of Libertyville Ordinance No. 12-O-\_\_\_ granting a Planned Development Master Plan for the Lake County Government Center (hereinafter, "the Ordinance"), recorded as Document Number \_\_\_\_\_ in the Lake County Recorder of Deeds and attached thereto and by this reference incorporated herein and made a part hereof; and

**WHEREAS**, the Village and County have jointly prepared a Land Use Appendix, describing the permitted and specially permitted uses, in connection with the development and use of the Campus. A true and correct copy of said Land Use Appendix is attached to Village of Libertyville Ordinance No. 12-O-\_\_\_ granting a Planned Development Master Plan for the Lake County Government Center and recorded as Document Number \_\_\_\_\_ in the Lake County Recorder of Deeds and attached thereto and by this reference incorporated herein; and

**WHEREAS**, during the public hearing before the Village Plan Commission and public meetings before the President and Board of Trustees, the County agreed to memorialize certain commitments to the Village that the County was willing to make relating to the development and use of the Campus in an Intergovernmental Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby recognized, the County and the Village do hereby agree and enter into the following:

**Section I.**

Recitals:

1. It is mutually agreed by and between the parties hereto that the forgoing preambles are hereby incorporated herein as though fully set forth.

**Section II.**

The County Agrees:

1. To adhere to and comply with the Ordinance and that the development and use of the Campus shall be in accordance with the development standards and uses set forth in the Master Plan and the Ordinance, as well as the Land Use Appendix.
2. The County shall not petition for or otherwise seek the disconnection of the Campus from the jurisdictional limits of the Village for a period of at least ten (10) years from the date of this Agreement.

**Section III.**

The Village agrees:

1. To review the County's submittals for use or development of the Campus in a timely and reasonable manner. The Village's approvals of such use or development shall not be unreasonably withheld.
2. To designate a full-time staff member as a contact person regarding the use/development of the Campus.

**Section IV.**

General Provisions: It is mutually agreed:

1. 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, officers, employees, and agents), the agent, representative, or employee of the County for any purpose whatsoever. The Village is to be and shall remain independent of the County with respect to all services performed under this Agreement.

2. 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; and, (2) 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.
3. That this Agreement shall be deemed to take effect as of the date on which the duly authorized agents of the last party hereto execute this Agreement by affixing their signatures.
4. That any action brought to enforce or otherwise relating to this Agreement shall be brought in Lake County Circuit Court 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.
5. 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.
6. 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.
7. The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is for any reason determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any of the remaining provisions.
8. That this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.
9. That this Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this Agreement.
10. That this Agreement shall remain in full force effect for a period of twenty (20) years.

ATTEST:

\_\_\_\_\_  
 Clerk  
 Village of Libertyville

VILLAGE OF LIBERTYVILLE

By: \_\_\_\_\_  
 Village President  
 Village of Libertyville

Date: \_\_\_\_\_

COUNTY OF LAKE

ATTEST:

By: \_\_\_\_\_

Chair  
Lake County Board

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

Date: \_\_\_\_\_

## EXHIBIT A

### Legal Description of Subject Property

That Part of the Following Described Parcels Lying in the Southwest Quarter of Section 9 and the Southeast Quarter of Section 8, Township 44 North, Range 11 East of the Third Principal Meridian, Lake County, Illinois, To Wit:

Parcel 1:

That Part of the East Half of the Southeast Quarter of Section 8 and the Southwest Quarter of Section 9, Township 44 North, Range 11, East of the Third Principal Meridian, Described as Follows: Beginning at a Point 3.62 Chains North of the Southeast Corner of the West Half of the Southeast Quarter of Said Section 8; Thence North 77 Degrees East 47 Chains; Thence North 12.50 Degrees West 11.22 Chains; Thence South 72.75 Degrees West 44.25 Chains (Along the South Line and the South Line Extended Easterly of Adler Park Estates Unit I Recorded July 19, 1956 as Document 916295 to the East Line of the West Half of the Southeast Quarter of Said Section 8; Thence South 9.125 Chains to the Point of Beginning (Except That Part Thereof Described as Beginning at the Northeast Corner of Said Tract Last Above Described; Thence South 72.75 Degrees West to a Point Which is North 72.75 Degrees East 2503 Feet From the East Line of the West Half of the Southeast Quarter of Said Section 8; Thence South 12 Degrees 5 Minutes East 718.1 Feet to a Point Which is North 77 Degrees East 2626 Feet From a Point 3.62 Chains North of Said Southeast Corner of the West Half of the Southeast Quarter of Section 8; Thence North 77 Degrees East 7.21 Chains, More or Less, to the Southeast Corner of Said Last Above Described Tract; Thence North 12.50 Degrees West 11.22 Chains to the Point of Beginning) in Lake County, Illinois.

Parcel 2:

That Part of Section 8, 9, 16 and 17 in Township 44 North, Range 11 East of the Third Principal Meridian, Described as Follows: Beginning at the Southwest Corner of the East Half of the Southeast Quarter of Said Section 8; Thence North 0 Degrees 30 Minutes East on the West Line of the East Half of Said Quarter Section 224.4 Feet (3.4 Chains); Thence North 76 Degrees 22 Minutes East 2626.0 Feet (North 77 Degrees East 39.6 Chains In Deed); Thence South 12 Degrees 01 Minutes East 1026.58 Feet to a Concrete Post (1021.68 Feet in Deed) Last Described Course is the West Line of Libertyville Estates Recorded as Document 505018 in Book 28 of Plats, Page 65 and Said West Line Extended Southeasterly; Thence North 79 Degrees 55 Minutes East 479.2 Feet to the Center Line of the Pavement in Milwaukee Avenue (North 79 Degrees 45 Minutes East 478.5 Feet in Deed); Thence Southeasterly Along the Centerline of Milwaukee Avenue, as Paved, 1500.8 Feet to the South Line of Lot 6 in School Trustees Subdivision in Section 16; Thence West Along the South Line of Lot 6 Aforesaid Being Also the Centerline of the Public Road as it Existed on December 31, 1924 and Said South Line Extended 2929.8 Feet to an Iron Pipe Being the Southeast Corner of Premises Conveyed by Warranty Deed Recorded February 15, 1933 as Document 388831, Thence North 14 Degrees 30 Minutes West Along the East Line of Said Document 388831 to the Southeast Corner of Outlot "C" in Wineberry Phase 2 Recorded as Document 3063228; Thence Northwesterly Along the Northeasterly Line of Said Outlot "C" to the West Line of the Northeast Quarter of the Northeast Quarter of Section 17 and Thence North Along Said West Line 10 the Point of Beginning (Except That Part Thereof Falling in the Right-of-Way of Metra Being the Former Chicago

Milwaukee and Pacific Railroad), in Lake County, Illinois. Situated in the County of Lake and State of Illinois.

Parcel 3:

That Part of the Following Described Parcels Lying In The Northwest Quarter of Section 16 and the Northeast Quarter of Section 17, Township 44 North, Range 11 East of the Third Principal Meridian, Lake County, Illinois, to Wit:

That Part of Sections 8, 9, 16 and 17 in Township 44 North, Range 11 East of the Third Principal Meridian, Described as Follows: Beginning at the Southwest Corner of the East Half of the Southeast Quarter of Said Section 8; Thence North 0 Degrees 30 Minutes East on the West Line of the East Half of Said Quarter Section 224.4 Feet (3.4 Chains); Thence North 76 Degrees 22 Minutes East 2626.0 Feet (North 77 Degrees East 39.6 Chains in Deed); Thence South 12 Degrees 01 Minutes East 1026.58 Feet to a Concrete Post (1021.68 Feet in Deed) (Last Described Course is the West Line of Libertyville Estates Recorded As Document 505018 in Book 28 of Plats, Page 65 and Said West Line Extended Southeasterly); Thence North 79 Degrees 55 Minutes East 479.2 Feet to the Center Line of the Pavement in Milwaukee Avenue (North 79 Degrees 45 Minutes East 478.5 Feet in Deed); Thence Southeasterly Along the Center Line of Milwaukee Avenue, as Paved, 1500.8 Feet to the South Line of Lot 6 in School Trustees Subdivision in Section 16; Thence West Along the South Line of Lot 6 Aforesaid Being Also the Center Line of the Public Road as it Existed on December 31, 1924 and Said South Line Extended 2929.8 Feet to an Iron Pin Being the Southeast Corner of Premises Conveyed By Warranty Deed Recorded February 15, 1933 as Document 388831; Thence North 14 Degrees 30 Minutes East Along the East Line of Said Document 388831 to the Southeast Corner of Outlot "C" in Wineberry Phase 2 Recorded as Document 3063228; Thence Northwesterly Along the Northeasterly Line of Said Outlot "C" to the West Line of the Northeast Quarter of the Northeast Quarter of Section 17 and Thence North Along Said West Line to the Point of Beginning (Except That Part Thereof Falling in the Right-of-Way of Metra Being the Former Chicago Milwaukee and Pacific Railroad), in Lake County, Illinois. Situated in the County of Lake and State of Illinois.