

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE ROUND LAKE AREA PARK DISTRICT  
FOR THE GRANTING OF A TEMPORARY EASEMENT FOR A HIGHWAY  
IMPROVEMENT PROJECT ALONG ROLLINS ROAD (COUNTY HIGHWAY 31)  
INCLUDING THE CONSTRUCTION OF A MULTI-USE PATH, LANDSCAPE  
MATERIALS, GATEWAY POND IMPROVEMENTS, AND OUTDOOR  
EQUIPMENT RELOCATION AND REPLACEMENT**

**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 ROUND LAKE AREA PARK DISTRICT, an Illinois Municipal Corporation, acting by and through its President and Board of Commissioners, hereinafter referred to as the PARK DISTRICT. The COUNTY and the PARK DISTRICT 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 at the intersection of Rollins Road (County Highway 31) and Illinois Route 83, hereinafter referred to as the IMPROVEMENT. Said IMPROVEMENT shall also be known as COUNTY Section 08-00080-56-BR; and,

**WHEREAS**, said roadway improvements shall include, but not be limited to improvements to the Rollins Road/Illinois Route 83 intersection and a grade separation of the Wisconsin Central Railroad and Rollins Road; and,

**WHEREAS**, the COUNTY shall prepare all surveys, design engineering plans and specifications, bid documents and furnish construction engineering supervision, and cause the IMPROVEMENT to be built in accordance with the plans, specifications, and construction contract, subject to the approval of IDOT (hereinafter PLANS). As of this writing, the current PLANS are the pre-final set of plans dated January 11, 2013, prepared by Alfred Benesch & Company. Said PLANS by reference herein are hereby made a part hereof; and,

**WHEREAS**, it has been also determined by engineering studies that, in order to construct the IMPROVEMENT, the COUNTY requires a temporary easement on PARK DISTRICT owned property adjacent to Clarendon Road (hereinafter TEMPORARY EASEMENT); and,

**WHEREAS**, the Plat of Highways and legal description showing the TEMPORARY EASEMENT (hereinafter PLAT) are attached as EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, as part of the IMPROVEMENT, the COUNTY shall reconstruct and realign a portion of multi-use path through Gateway Park from the west limits of the park to the existing gazebo and construct a new segment of the MULTI-USE PATH from the gazebo east to Hainesville Road to the new MULTI-USE Path along Rollins Road (hereinafter MULTI-USE PATH), in accordance with the PLANS; and

**WHEREAS**, the PLANS contain a landscaping plan (hereinafter LANDSCAPING PLAN) detailing the size, type and species of live planted materials to be installed as part of the IMPROVEMENT (hereinafter LANDSCAPE MATERIALS) in accordance with the PLANS; and,

**WHEREAS**, there are LANDSCAPE MATERIALS being installed as part of the IMPROVEMENT lie within PARK DISTRICT property at Gateway Park; and,

**WHEREAS**, as part of the IMPROVEMENT, the COUNTY shall expand the easternmost detention pond at Gateway Park presently owned by the PARK DISTRICT (hereinafter GATEWAY POND IMPROVEMENTS) in accordance with the PLANS; and,

**WHEREAS**, the PARK DISTRICT owns and maintains interactive outdoor equipment (hereinafter OUTDOOR EQUIPMENT) within the project limits in conflict with the proposed IMPROVEMENT; and

**WHEREAS**, in order to construct the IMPROVEMENTS, the COUNTY shall relocate and replace the OUTDOOR EQUIPMENT at Gateway Park owned by the PARK DISTRICT, in accordance with the PLANS; and

**WHEREAS**, the PARK DISTRICT is desirous of entering into an agreement with the COUNTY, specifically addressing the TEMPORARY EASEMENT, MULTI-USE PATH, LANDSCAPING PLAN, GATEWAY POND IMPROVEMENTS, and relocation and replacement of said OUTDOOR EQUIPMENT, as generally depicted in the attached EXHIBIT B and EXHIBIT C to THIS AGREEMENT, which are attached hereto and are hereby made a part hereof; and,

**WHEREAS**, the IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and the PARK 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, local ordinances, and authority, the COUNTY and the PARK DISTRICT do hereby enter into the following:

**SECTION I.  
Recitals/Headings**

1. It is mutually agreed by and among the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and among 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.  
Construction of the IMPROVEMENT**

1. The COUNTY agrees to prepare the PLANS, and the PARK DISTRICT shall have the opportunity to review and approve the PLANS with regards to work related to the PARK DISTRICT. Said approval shall not be unreasonably withheld by the PARK DISTRICT.

2. The COUNTY agrees to construct the IMPROVEMENT including the MULTI-USE PATH, LANDSCAPE MATERIALS, GATEWAY POND IMPROVEMENTS, and relocation and replacement of the OUTDOOR EQUIPMENT, with no reimbursement by the PARK DISTRICT.
3. It is mutually agreed by and between the parties hereto that, as of this writing, the anticipated COUNTY construction letting date for the IMPROVEMENT is May 21, 2013. The date of said scheduled COUNTY construction letting is subject to change without notice to the PARK DISTRICT and is a function of the availability of funding and project readiness.
4. It is further mutually agreed by and between the parties hereto that the installation of the MULTI-USE PATH, LANDSCAPE MATERIALS and OUTDOOR EQUIPMENT, are subject to the approval of ComEd within the portions of Gateway Park located on property controlled by ComEd.

### **SECTION III.**

#### **Grant of TEMPORARY EASEMENT**

1. The COUNTY agrees to prepare at its sole expense all necessary land acquisition documents for the granting of the TEMPORARY EASEMENT.
2. The PARK DISTRICT agrees to grant to the COUNTY, for the purpose of constructing the IMPROVEMENTS, a TEMPORARY EASEMENT, pursuant to the PLAT, with no reimbursement by the COUNTY.
3. Provided it is consistent with the provisions, paragraphs and words of THIS AGREEMENT, the PARK DISTRICT agrees to execute and return to the COUNTY's County Engineer the conveyance documents for said TEMPORARY EASEMENT within ten (10) working days of the receipt of said documents.
4. The PARK DISTRICT agrees to grant the TEMPORARY EASEMENT to the COUNTY for a five-year term after the start of construction of the IMPROVEMENTS.

#### **SECTION IV.**

##### **Construction and maintenance of MULTI-USE PATH within Gateway Park**

1. The COUNTY agrees to construct the MULTI-USE PATH in accordance with the approved PLANS, with no reimbursement by the PARK DISTRICT.
2. The PARK DISTRICT agrees to maintain, or cause to be maintained, the MULTI-USE PATH within Gateway Park, as generally depicted in EXHIBIT B, with no reimbursement by the COUNTY.
3. The PARK DISTRICT agrees to maintain, or cause to be maintained, the portion of the MULTI-USE PATH within the COUNTY highway right-of-way, as generally depicted in EXHIBIT B, with no reimbursement by the COUNTY.
4. It is mutually agreed by and between the parties hereto that, following substantial completion of the IMPROVEMENT and upon notice from the COUNTY, the PARK DISTRICT shall commence its maintenance upon the MULTI-USE PATH within Gateway Park and within the COUNTY Highway right-of-way.
5. It is further mutually agreed by and between the parties hereto that, absent an emergency situation, the PARK DISTRICT shall perform its maintenance on the portion of the MULTI-USE PATH within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 a.m. and 3:00 p.m.

It is further mutually agreed by and between the parties hereto that the PARK DISTRICT must submit to the COUNTY, for the COUNTY's approval, an executed standard form supplied by the COUNTY, a MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by the effective date of THIS AGREEMENT for the maintenance of the MULTI-USE PATH within the COUNTY highway right-of-way, the approval of which shall not be unreasonably withheld by the COUNTY. If said MUNICIPAL ACCEPTANCE FORM is not submitted and approved, the COUNTY is under no obligation to include the above items in the construction of the IMPROVEMENT.

#### **SECTION V.**

### **Construction and maintenance of LANDSCAPE MATERIALS**

1. The COUNTY agrees to construct the LANDSCAPE MATERIALS in accordance with the approved PLANS with no reimbursement by the PARK DISTRICT.
2. The PARK DISTRICT agrees to maintain, or cause to be maintained, the LANDSCAPE MATERIALS within Gateway Park, as generally depicted in EXHIBIT C, with no reimbursement by the COUNTY.
3. It is mutually agreed by and between the parties hereto that, following substantial completion of the IMPROVEMENT and upon notice from the COUNTY, the PARK DISTRICT shall commence its maintenance upon the LANDSCAPE MATERIALS in Gateway Park.
4. The COUNTY shall include in the PLANS a requirement for a full-replacement guarantee should any of the LANDSCAPE MATERIALS in Gateway Park not remain in a live, healthy condition throughout the construction of the IMPROVEMENT and for a period of one (1) year following the date of planting, per the Standard Specification contained within the construction contract.
5. It is mutually agreed by and between the parties hereto that should any of the specified LANDSCAPE MATERIALS in Gateway Park included in the LANDSCAPING PLAN show signs of decline and/or disease, as mutually determined by the COUNTY and the PARK DISTRICT, except to the extent covered by the guarantee described in Paragraph 4 above, the PARK DISTRICT shall promptly remove and replace said LANDSCAPE MATERIALS at its sole expense.

### **SECTION VI.**

### **Construction and maintenance of GATEWAY POND IMPROVEMENTS**

1. The COUNTY agrees to construct the GATEWAY POND IMPROVEMENTS in accordance with the approved PLANS with no reimbursement by the PARK DISTRICT.
2. The PARK DISTRICT agrees to maintain, or cause to be maintained, the GATEWAY POND IMPROVEMENTS, as generally depicted in EXHIBIT B, with no reimbursement by the COUNTY.
3. It is mutually agreed by and between the parties hereto that, following substantial completion of the IMPROVEMENT and upon notice from the COUNTY, the PARK DISTRICT shall commence its maintenance upon the GATEWAY POND IMPROVEMENTS.

#### **SECTION VII.**

##### **OUTDOOR EQUIPMENT in conflict with the Proposed IMPROVEMENT**

1. It is mutually agreed by and among the parties hereto that the PARK DISTRICT owns and maintains certain OUTDOOR EQUIPMENT in conflict with the proposed IMPROVEMENT and requiring relocation.
2. The COUNTY agrees to relocate and replace said OUTDOOR EQUIPMENT in accordance with the approved PLANS, with no reimbursement by the PARK DISTRICT.
3. It is mutually agreed by and between the parties hereto that, following substantial completion of the IMPROVEMENT and upon notice from the COUNTY, the PARK DISTRICT shall commence its maintenance upon the OUTDOOR EQUIPMENT in Gateway Park.
4. During the construction of the IMPROVEMENT, the PARK DISTRICT shall supply field engineering assistance to the COUNTY and its contractor(s), as it relates to the relocation and/or adjustments of the OUTDOOR EQUIPMENT.

#### **SECTION VIII.**

##### **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, as 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 PARK DISTRICT (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 PARK DISTRICT 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. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on May 1, 2013, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to May 1, 2013. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to May 1, 2013, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixes their signature.
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. Neither party hereto shall 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 remaining parties to THIS AGREEMENT.
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 be considered null and void in the event that the construction contracts covering the IMPROVEMENT contemplated herein, are not awarded by January 1, 2015.

**ROUND LAKE AREA PARK DISTRICT**

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Park District President

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

**RECOMMENDED FOR EXECUTION**

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

**COUNTY OF LAKE**

ATTEST:

\_\_\_\_\_

Clerk  
Lake County

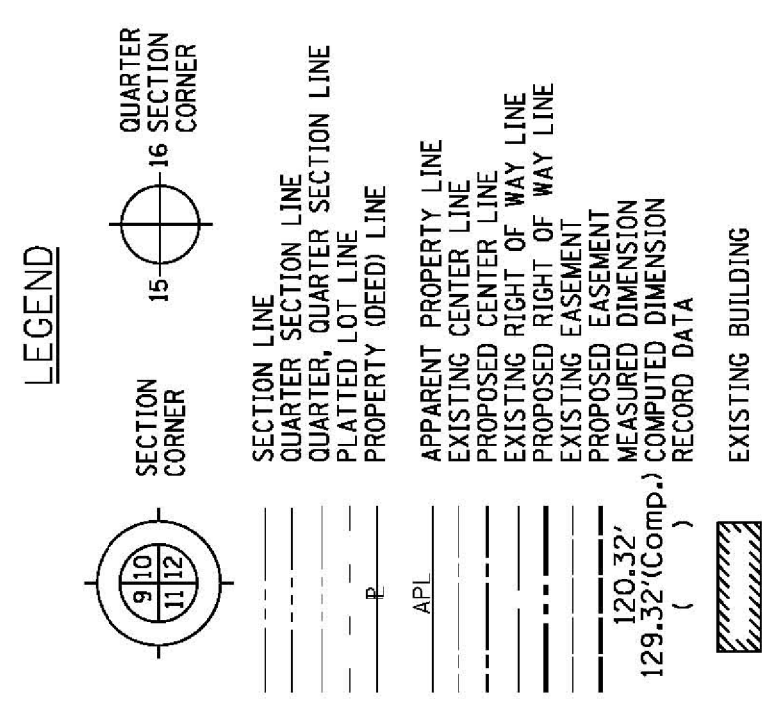
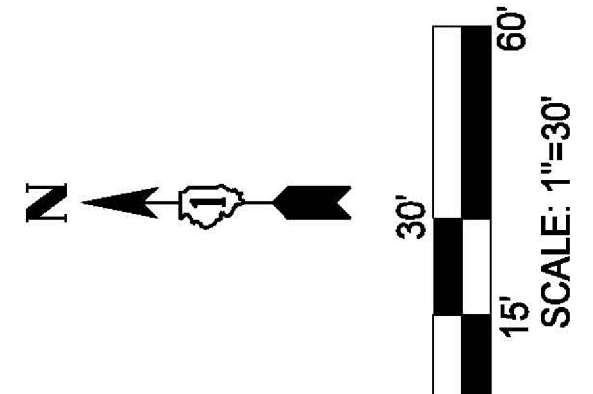
By: \_\_\_\_\_  
Chairman  
Lake County of Board

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

**EXHIBIT A**  
**PLAT OF HIGHWAYS**  
*County Section 08-00080-56-BR*

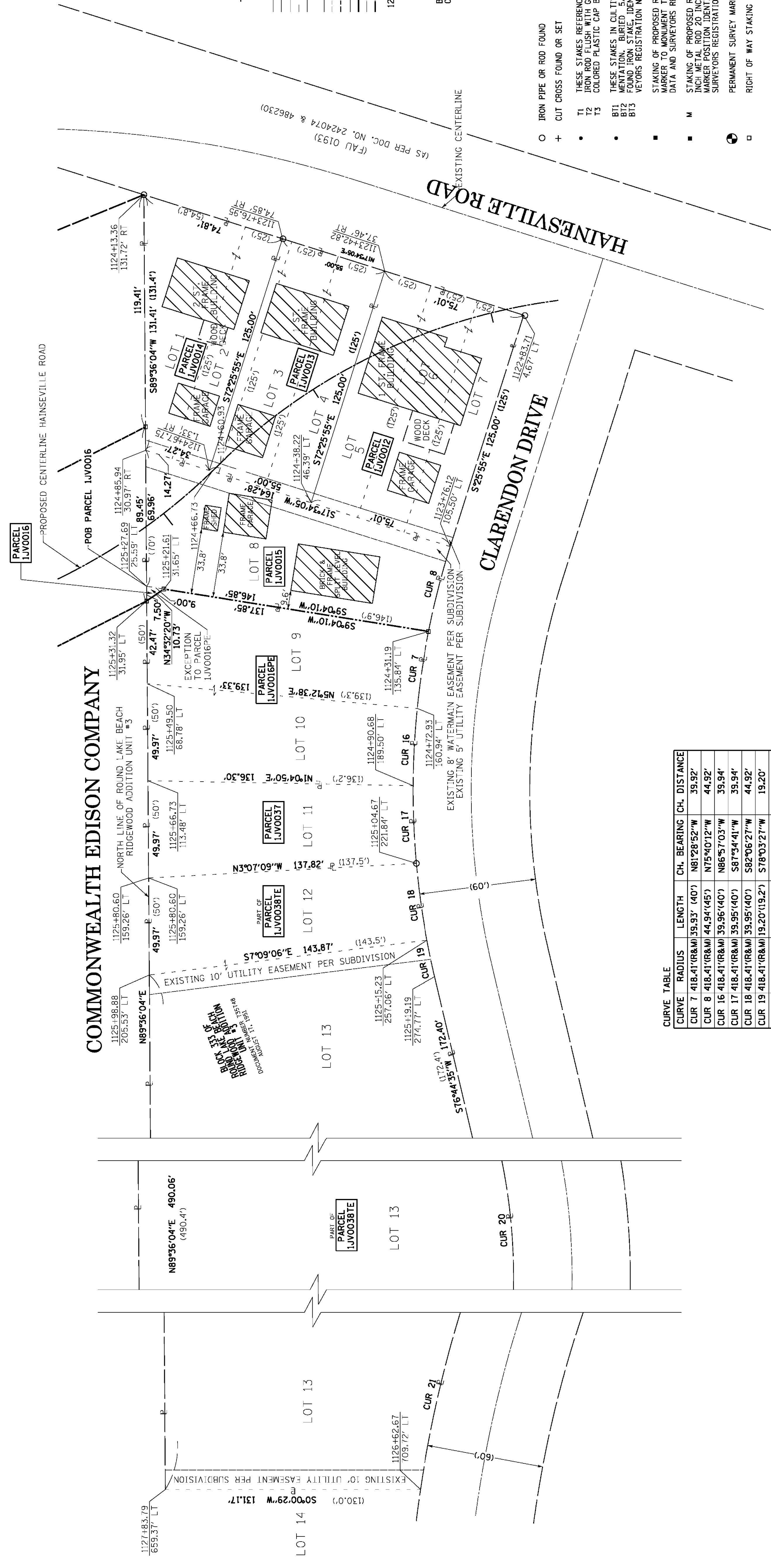
Includes the legal description for  
the TEMPORARY EASEMENT

*Exhibit A*  
*Sheet 1 of 3*



Bearings are referenced to the Illinois State Plane Coordinate System, East Zone, NAD 1983.

- IRON PIPE OR ROD FOUND
- + CUT CROSS FOUND OR SET
- "MAG" NAIL SET
- 5/8" REBAR SET
- T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8" INCH IRON ROD FLUSH WITH GROUND TO THE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- T2
- T3
- BT1 THESE STAKES IN CULTIVATED AREAS. REFERENCE FOUND OR SET MONUMENTATION BURIED 5/8" INCH IRON ROD 20 INCHES BELOW GROUND TO THE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- BT2
- BT3
- STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO SHOW THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8" INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- ◐ PERMANENT SURVEY MARKER, I.D.A.T. STD 2135 (TO BE SET BY OTHERS)
- ◑ RIGHT OF WAY STAKING PROPOSED TO BE SET.



CURVE TABLE

CURVE	RADIUS	LENGTH	CH. BEARING	CH. DISTANCE
CUR 7	418.41'(R&M)	39.93' (40')	N81°28'52"W	39.92'
CUR 8	418.41'(R&M)	44.94'(45')	N75°40'12"W	44.92'
CUR 16	418.41'(R&M)	39.96'(40')	N86°57'03"W	39.94'
CUR 17	418.41'(R&M)	39.95'(40')	S87°34'41"W	39.94'
CUR 18	418.41'(R&M)	39.95'(40')	S82°06'27"W	44.92'
CUR 19	418.41'(R&M)	19.20'(19.2')	S78°03'27"W	19.20'
CUR 20	299.27'(R&M)	182.83'	N85°45'20"W	180.00'(R&M)
CUR 21	637.53'(R&M)	147.30'(R&M)	N74°52'23"W	146.97'

PARCEL NUMBER	OWNER	TOTAL HOLDINGS ACRES	AREA TAKEN ACRES	PREVIOUS DEDICATION ACRES	AREA REMAINING ACRES	AREA OF EASEMENT ACRES	PURPOSE OF EASEMENT	PERMANENT TAX INDEX NUMBER	PROPERTY ACQUIRED BY
LJV0012	Michael L. Cassata	0.215	0.215	0.000	0.000	N/A	N/A	6-16-402-025	
LJV0013	Beatrice F. Kumpula	0.158	0.158	0.000	0.000	0.000	N/A	6-16-402-024	
LJV0014	Kenneth A. Janke and Cheryl A. Janke, husband and wife, as Tenants by the Entirety	0.157	0.157	0.000	0.000	0.000	N/A	6-16-402-023	
LJV0015	John W. Webber and June L. Webber, husband and wife, as Tenants by the Entirety	0.200	0.200	0.000	0.000	0.000	N/A	6-16-402-022	
LJV0016	Village of Round Lake Beach	0.289	0.001 (33 SO. FT.)	0.000	0.288	0.000	N/A	6-16-402-020,	
LJV0016PE			0.000	0.000	0.288	0.000	ROADWAY	6-16-402-021	
LJV0037	Roahangiz Azadani	0.141	0.141	0.000	0.000	0.000	N/A	6-16-402-019	
LJV0038TE	Round Lake Area Park District	2.070	0.000	0.000	2.070	2.070	TEMP. CONST.	6-16-402-017,	
								6-16-402-018	

FILE NAME = #USERS  
 #FILE#  
 DESIGNED - 4-18-12  
 DRAWN -  
 CHECKED -  
 DATE -

USER NAME = #USERS  
 PLOT SCALE = #SCALE#  
 PLOT DATE = #DATE#

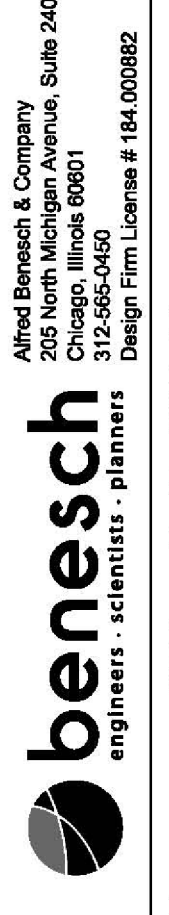
REVISIONS  
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 REVISION

ROUTE  
 SEC 16  
 SCALE: 1"=20'

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 PLAT OF HIGHWAYS

SECTION: 08-00080-56-BR COUNTY: LAKE JOB#: R-91-023-12  
 T 45N, R 10E OF 3RD P.M. PROJECT#  
 SHEET NO. 11 OF 11 SHEETS STA TO STA

CH31 80 08-00080-56-BR 316 1003  
 PLAT OF HIGHWAYS CONTRACT NO.



Alfred Benesch & Company  
 205 North Michigan Avenue, Suite 2400  
 Chicago, Illinois 60601  
 312-565-6490  
 Design Firm License # 184-000882

ROUTE: Rollins Road at Ill. Rte. 83  
SECTION: 08-00080-56-BR  
COUNTY: LAKE  
JOB NUMBER: R-91-023-12  
PARCEL: 1JV0038TE  
STATION: 1125+04.67 (Hainesville Rd.)  
TO STATION: 1127+83.79 (Hainesville Rd.)  
OWNER: Round Lake Area Park  
District  
INDEX: 06-16-402-017,  
06-16-402-018

**PARCEL 1JV0038TE**

Lot 12 and Lot 13 in Block 333 in Round Lake Beach, Ridgewood addition, Unit No. 3, being a subdivision of part of Lots 11, 12 and 13 in School Trustee's Subdivision of Section 16, Township 45 North, Range 10, East of the Third Principal Meridian, according to the plat thereof, recorded as Document Number 735748, in Lake County, Illinois. Situated in the County of Lake and State of Illinois.

The parcel described above containing 2.070 acres, more or less.





**EXHIBIT B**  
**Aerial Map for the IMPROVEMENT**  
***County Section 08-00080-56-BR***

*Exhibit B*  
*Sheet 1 of 2*



MALLARD CREEK DR

**LEGEND**

-  PROPOSED PARK DISTRICT MULTI-USE PATH (MUP)
-  EXISTING RIGHT-OF-WAY
-  PROPOSED RIGHT-OF-WAY
-  PROPOSED TEMPORARY EASEMENT

ROLLINS RD

HAINESVILLE RD

IL 83

OUTDOOR EQUIPMENT  
RELOCATION AND  
REPLACEMENT

SEE GATEWAY PARK  
LANDSCAPING EXHIBIT

GATEWAY PONDS

OUTDOOR EQUIPMENT  
RELOCATION AND REPLACEMENT  
PAID FOR BY LAKE COUNTY

GATEWAY POND OUTLET



Rollins Road at IL Route 83

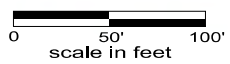


EXHIBIT B

AERIAL MAP  
Sheet 2 of 2

**EXHIBIT C**  
**LANDSCAPING PLAN**  
*County Section 08-00080-56-BR*

*Exhibit C*  
*Sheet 1 of 2*





APPLE ORCHARD



WILDFLOWERS



RED MAPLE



BALD CYPRESS



CANADIAN YEW



NATIVE GRASSES



TIGER EYES SUMAC



WEeping WILLOW

