

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF NORTH BARRINGTON
FOR ROADWAY IMPROVEMENTS, COMPENSATORY STORAGE
AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE
IMPROVEMENT ALONG MILLER ROAD (COUNTY HIGHWAY 2)**

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 VILLAGE OF NORTH BARRINGTON, an Illinois Municipal Corporation, acting by and through its President 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 of making certain permanent roadway improvements along Miller Road (County Highway 2) from Glen Circle Drive to Biltmore Drive; and

WHEREAS, said roadway improvements along Miller Road include the lowering of the base flood elevation at Miller Road, traversing an unnamed tributary to North Flint Creek. Said improvements shall include the installation of a three span bridge, reconstructing the existing embanked 2-lane roadway and performing all work in accordance with the approved plans, specifications and estimates (hereinafter the IMPROVEMENT) which shall also be known as County Section 08-00118-09-BR; 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 approved plans, specifications, and construction contract, (hereinafter PLANS). Said PLANS by reference herein are hereby made a part hereof (i.e., the Pre-final PLANS dated October 29, 2012, prepared by Applied Technologies); and,

WHEREAS, the proposed IMPROVEMENT is located within the VILLAGE corporate limits and the location is generally depicted in the attached EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Miller Road; and,

WHEREAS, the construction of the IMPROVEMENT will require off-site compensatory storage and temporary construction easements on VILLAGE-owned property; and,

WHEREAS, there has been extensive coordination activity between the COUNTY and the VILLAGE regarding the proposed IMPROVEMENT, required off-site compensatory storage and temporary construction easements; and,

WHEREAS, as a result of said coordination activity, the VILLAGE has indicated their desire to accommodate the IMPROVEMENT's compensatory storage within areas under the control and jurisdiction of the VILLAGE in the general area of Woodland Drive and of Oxford Road; and,

WHEREAS, also as a result of said coordination activity, the VILLAGE has indicated their desire to grant the COUNTY the temporary construction easements on VILLAGE-owned property that are necessary for the construction of the IMPROVEMENT; and,

WHEREAS, the temporary construction easements on VILLAGE-owned property are as depicted on the Plats of Easement which are attached as EXHIBIT B and EXHIBIT C to THIS AGREEMENT, and are hereby made a part hereof; and,

WHEREAS, it is the intent of the COUNTY to compensate the VILLAGE for the use of available compensatory storage in the general area of Woodland Drive and of Oxford Road; and,

WHEREAS, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and of the VILLAGE; and,

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.
Construction of the IMPROVEMENT

1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT, in accordance with Lake County Division of Transportation (LCDOT) policies and standards, as approved by the Illinois Department of Transportation (IDOT).

As of this writing, the current PLANS are the pre-final set of plans prepared by Applied Technologies with submission date of October 29, 2012. Said PLANS, by reference herein, hereby become a part hereof.

The VILLAGE shall have the opportunity to review said PLANS with respect to the VILLAGE-owned property. Said review of the PLANS by the VILLAGE shall not be unreasonably withheld.

2. The COUNTY agrees to prepare, or cause to be prepared, all necessary documents for any rights-of-way or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or easements, either permanent or temporary with no reimbursement from the VILLAGE.
3. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, as approved by IDOT.
4. The VILLAGE agrees to grant the COUNTY four (4) temporary construction easements on VILLAGE-owned property as shown on the Plats of Easement included as EXHIBIT B and EXHIBIT C, in order for the COUNTY to construct the IMPROVEMENT in accordance with the PLANS.
5. The VILLAGE agrees to execute and return to the COUNTY's County Engineer the conveyance documents for said temporary construction easements within ten (10) working days of the receipt of said documents.
6. The VILLAGE agrees to grant the temporary construction easements to the COUNTY for a five-year term after the start of construction of the IMPROVEMENTS.
7. The COUNTY agrees to record all County Highway rights-of-way and easement documents that may be acquired in connection with the IMPROVEMENT.
8. 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 April 16, 2013. The date of said scheduled COUNTY construction letting is subject to change

without notice to the VILLAGE and is a function of the availability of funding and project readiness.

9. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue maintenance and jurisdictional responsibility over Miller Road and the VILLAGE shall continue to own and maintain the VILLAGE-owned property affected by the IMPROVEMENT.

SECTION III. COMPENSATORY STORAGE

1. The VILLAGE agrees to accommodate a total of 2,882 cubic yards of compensatory storage for the IMPROVEMENT within the right-of-way of Woodland Drive and of Oxford Road, as well as within the channel areas between Woodland Drive and Oxford Road. The VILLAGE further agrees that this will include 1,654 cubic yards of compensatory storage for the zero (0) to ten (10) year flood elevation and 1,228 cubic yards of compensatory storage for the ten (10) to one hundred (100) year flood elevation (hereinafter COMPENSATORY STORAGE).
2. The COUNTY agrees to compensate the VILLAGE \$150,000 for the COMPENSATORY STORAGE on VILLAGE-owned property that is necessary for the IMPROVEMENT.
3. The COUNTY agrees that payment to the VILLAGE shall be in a lump sum amount following the COUNTY's project award of the IMPROVEMENT and within thirty (30) days of the receipt of invoice billings from the VILLAGE.

SECTION IV. General Provisions

1. 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.
2. 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, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.

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 provision 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 his/her 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 his/her signature.
5. It is mutually agreed by and between the parties hereto that 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.
6. 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.
7. 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.
8. 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.

- 9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No 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 COUNTY, except as provided for in THIS AGREEMENT.
- 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 improvements contemplated herein are not awarded by January 1, 2017.

VILLAGE OF NORTH BARRINGTON

ATTEST:

Kathy Nilander
 Village Clerk
 Village of North Barrington



By: Anna O'Jinas
 President
 Village of North Barrington
 Date: 4/15/13

RECOMMENDED FOR EXECUTION

By: _____
 Lake County
 County Engineer/Director of Transportation

COUNTY OF LAKE

ATTEST:

 Clerk
 Lake County

By: _____
 Chair
 Lake County Board
 Date: _____

MILLER ROAD IMPROVEMENT



LakeCounty
Geographic Information System

Lake County Division of
Transportation
600 W Winchester Rd
Libertyville IL 60048
(847) 377-7400

Map Printed on 02/27/2013



- 2010 Buildings
- Lake County Border
- Municipalities
- Parks
- Railroads
- Tax Parcels
- Trails
- Water

EXHIBIT A

Disclaimer

The selected soil feature layer may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

Miller Road
Barrington, IL 60010
PIN NO.: 13-13-102-015
PIN NO.: 13-13-102-017
PIN NO.: 13-13-102-019
Owner: Village of North Barrington

PLAT OF EASEMENT

PROPERTY LEGAL DESCRIPTION

PARCEL 1:
Lot 19 in Block 1 in BILTMORE COUNTRY ESTATES UNIT NO. 2, being a Subdivision of part of the Northwest Quarter of Section 13, Township 43 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 1, 1928 as Document Number 328657 in Book "T" of Plats, page 43, in Lake County, Illinois.

PARCEL 2:
Lot 21 in Block 1 in BILTMORE COUNTRY ESTATES UNIT NO. 2, being a Subdivision of part of the Northwest Quarter of Section 13, Township 43 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 1, 1928 as Document Number 328657 in Book "T" of Plats, page 43, in Lake County, Illinois.

PARCEL 3:
Lot 23 in Block 1 in BILTMORE COUNTRY ESTATES UNIT NO. 2, being a Subdivision of part of the Northwest Quarter of Section 13, Township 43 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 1, 1928 as Document Number 328657 in Book "T" of Plats, page 43, in Lake County, Illinois.

AREA = 28,017.95 SQ. FT., or 0.64 ACRES

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

A temporary construction easement more particularly described as being the North 5.00 feet of Lots 19, 21 and 23 in Block 1 in BILTMORE COUNTRY ESTATES UNIT NO. 2, being a Subdivision of part of the Northwest Quarter of Section 13, Township 43 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded December 1, 1928 as Document Number 328657, in Book "T" of Plats, page 43, in Lake County, Illinois.

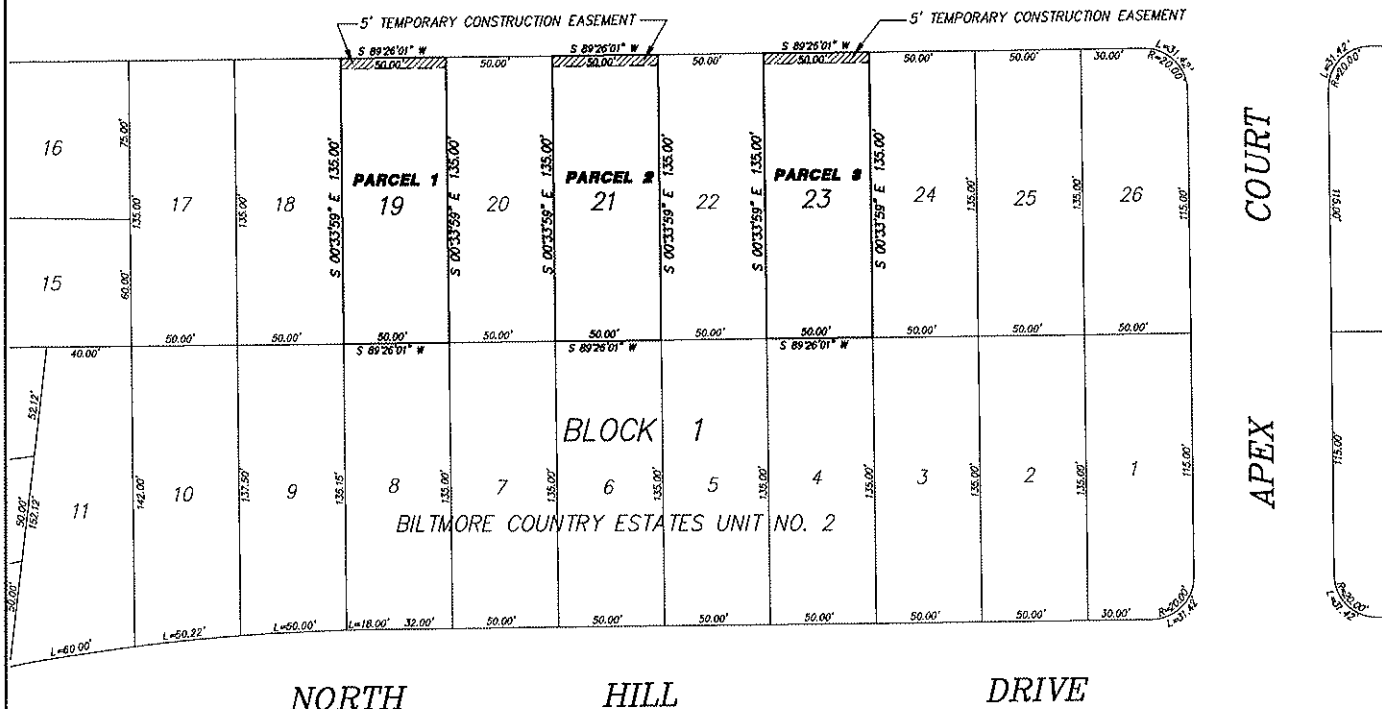
TOTAL AREA OF TEMPORARY CONSTRUCTION EASEMENT
750.00 SQ. FT., OR 0.017 ACRES

437.79'

MILLER

COUNTY HIGHWAY NO. 2

ROAD



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

I, Kathy Neiderer, Village of North Barrington Clerk, do hereby certify that the Village of North Barrington is the owner of the property described hereon and does hereby consent to the easement granted by this document.

Dated this _____ day of _____ 20____.

Owner: _____
Village of North Barrington Clerk

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

In behalf of Howard Surveying Co., Inc., we as Illinois Professional Land Surveyors do hereby certify that we have prepared this plat of easement from a previous survey and office records. We also certify that the plat hereon drawn to a scale of 1 inch per 40 feet is a true representation of said records.

Dated at Beach Park, Lake County, Illinois this 1st day of March, A.D., 2013.

HOWARD SURVEYING CO., INC.

Professional Land Surveyor No. 2669
License Expires 11/30/14
Professional Design Firm No. 6315

COUNTY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

I, Paula J. Trigg, County Engineer of the County aforesaid, do hereby certify that the plat hereon is a true and correct representation of the survey made under my direction of part of County Highway No. 2 in said County.

Dated this _____ day of _____, A.D., 20____.

By: _____
County Engineer

Client Name: LAKE COUNTY DIVISION OF TRANSPORTATION
Address: 600 W. WINCHESTER ROAD
LIBERTYVILLE, ILLINOIS 60048

HOWARD SURVEYING COMPANY, INC.
PROFESSIONAL SURVEYORS & MEASUREMENTS
3714 N. Green Bay Road, Suite 100, Barrington, IL 60010
PH (815) 355-7747 FAX (815) 355-7748 EMAIL: HSC@HSCSURV.COM
MAIL PERMIT NO. 1000 BARRINGTON, ILLINOIS

NOTE: All building lines, easements and bearings hereon shown are from record plat unless otherwise noted.

Miller Road
Barrington, IL 60010
PIN NO.: 13-13-102-016
Owner: Village of North Barrington

PLAT OF EASEMENT

PROPERTY LEGAL DESCRIPTION

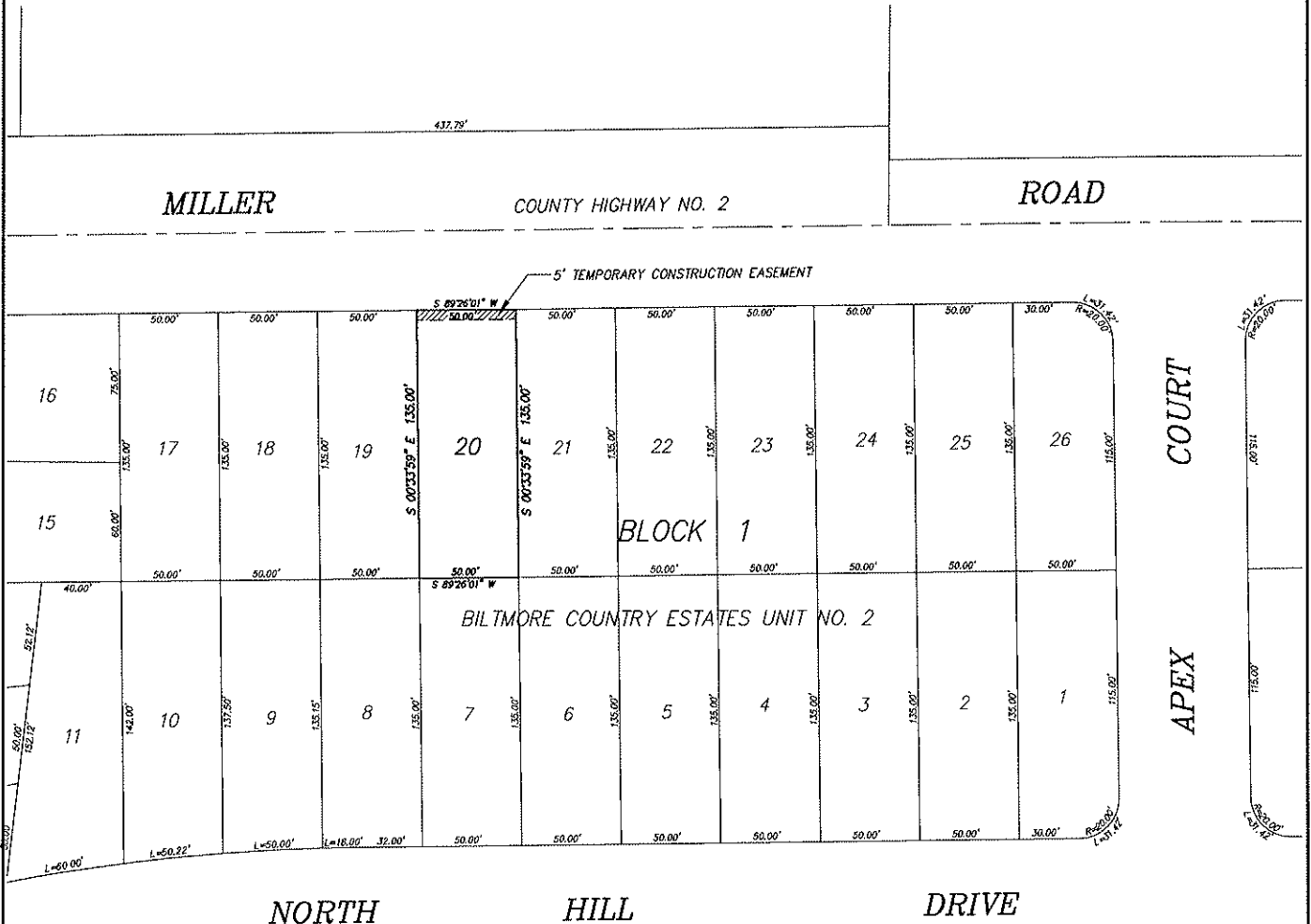
Lot 20 in Block 1 in BILTMORE COUNTRY ESTATES UNIT NO. 2, being a Subdivision of part of the Northwest Quarter of Section 13, Township 43 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 1, 1928 as Document Number 328657 in Book "T" of Plats, page 43, in Lake County, Illinois.

AREA = 6,750.00 SQ. FT., or 0.155 ACRES

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

A temporary construction easement more particularly described as being the North 5.00 feet of Lot 20 in Block 1 in BILTMORE COUNTRY ESTATES UNIT NO. 2, being a Subdivision of part of the Northwest Quarter of Section 13, Township 43 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded December 1, 1928 as Document Number 328657, in Book "T" of Plats, page 43, in Lake County, Illinois.

TOTAL AREA OF TEMPORARY CONSTRUCTION EASEMENT
250.00 SQ. FT., OR 0.006 ACRES



OWNER'S CERTIFICATE
STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

I, Kathy Helander, Village of North Barrington Clerk, do hereby certify that the Village of North Barrington is the owner of the property described hereon and does hereby consent to the easement granted by this document.
Dated this _____ day of _____, 20____.
Owner: _____
 Village of North Barrington Clerk

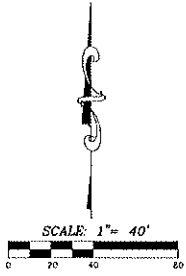
SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

In behalf of Howard Surveying Co., Inc., we as Illinois Professional Land Surveyors do hereby certify that we have prepared this plat of easement from a previous survey and office records. We also certify that the plat hereon drawn to a scale of 1 inch per 40 feet is a true representation of said records.
Dated at Beach Park, Lake County, Illinois this 1st day of March, A.D., 2013.
HOWARD SURVEYING CO., INC.

COUNTY ENGINEER CERTIFICATE
STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

I, Paula J. Trigg, County Engineer of the County aforesaid, do hereby certify that the plat hereon is a true and correct representation of the survey made under my direction of part of County Highway No. 2 in said County.
Dated this _____ day of _____, A.D., 20____.

Client Name: LAKE COUNTY DIVISION OF TRANSPORTATION
Address: 600 W. WINCHESTER ROAD
LIBERTYVILLE, ILLINOIS 60048



NOTE: All building lines, easements and bearings hereon shown are from record plat unless otherwise noted.

HOWARD SURVEYING COMPANY, INC.
PROFESSIONAL RECORDS & DISPOSITION LAND SURVEYORS
3700 N. Green Bay Road, Beach Park, IL 60009
PH (815) 336-7760 FAX (815) 336-7765 EMAIL: HSC@HOWARD.COM
DATE: _____ BY: _____