

**AGREEMENT**  
**BETWEEN THE COUNTY OF LAKE**  
**AND THE LAKE COUNTY FOREST PRESERVE DISTRICT**  
**FOR THE DEDICATION OF RIGHT-OF-WAY ALONG CEDAR LAKE ROAD**  
**(COUNTY HIGHWAY 28)**  
**AND THE GRANTING OF ONE (1) TEMPORARY EASEMENT**  
**FOR THE CONSTRUCTION OF A DETENTION BASIN, AND FOR THE**  
**GRANTING OF ONE (1) PERMANENT EASEMENT,**  
**AND FOR THE CONSTRUCTION OF A SEGMENT OF BIKE PATH**  
**ALONG THE EAST SIDE OF FAIRFIELD ROAD (COUNTY HIGHWAY 49),**  
**NORTH OF ILLINOIS ROUTE 120 (BELVIDERE ROAD)**

**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 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. The COUNTY and the 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 of making certain permanent roadway improvements along Cedar Lake Road (County Highway 28), from Townline Road to north of Illinois Route 120 (Belvidere Road). Said roadway improvements shall include, but not be limited to the construction of a connecting section of Cedar Lake Road, from Townline Road northward to Illinois Route 120 (Belvidere Road); and,

**WHEREAS**, the above-listed construction work items shall hereinafter be referred to as the IMPROVEMENT (also known as County Section Number 06-00266-01-FP). Said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by TranSystems, Incorporated (hereinafter PLANS), which, by reference

herein, hereby become a part hereof. As of this writing, the current PLANS are those dated April 30, 2010 (Pre-Final version); and,

**WHEREAS**, it has been determined by engineering studies that, in order to construct the IMPROVEMENT, the COUNTY requires an area of real property abutting Cedar Lake Road, which is presently owned by the DISTRICT. Said real property is to be added to the Lake County Highway System (said real property is hereinafter referred to as RIGHT-OF-WAY); and,

**WHEREAS**, once said RIGHT-OF-WAY is granted to the COUNTY, the COUNTY shall have the unrestricted right to use said RIGHT-OF-WAY for roadway purposes, including, but not limited to, the construction and maintenance of the IMPROVEMENT and any future COUNTY roadway improvement projects deemed necessary and appropriate in the sole and exclusive judgment of the COUNTY's County Engineer (hereinafter COUNTY ENGINEER). The COUNTY shall thereafter administer the use of the RIGHT-OF-WAY pursuant to its published ordinances; and,

**WHEREAS**, included in, or necessary for, the IMPROVEMENT is the construction of a 0.52 acre-foot detention basin (hereinafter DETENTION BASIN) within real property presently owned by the DISTRICT, located immediately west of Cedar Lake Road (hereinafter DETENTION BASIN); and,

**WHEREAS**, it has been determined by engineering studies that, in order to construct said DETENTION BASIN, the COUNTY requires a temporary easement (hereinafter TEMPORARY EASEMENT) from within the natural vegetated area on DISTRICT-owned property (hereinafter NATURAL AREA); and,

**WHEREAS**, to allow the COUNTY to perpetually maintain certain storm sewers and appurtenances serving the DETENTION BASIN, it is appropriate for the DISTRICT to grant a permanent easement for the COUNTY; and,

**WHEREAS**, the Plat of Dedication showing both the RIGHT-OF-WAY and the NATURAL AREA within which the TEMPORARY EASEMENT and PERMANENT EASEMENT are located (hereinafter PLAT) is attached as EXHIBIT A to THIS AGREEMENT and, by reference herein, is hereby made a part hereof. EXHIBIT A also contains the legal descriptions for both the RIGHT-OF-WAY and the NATURAL AREA; and,

**WHEREAS**, the DISTRICT has indicated its willingness to enter into an agreement with the COUNTY regarding the acquisition of the RIGHT-OF-WAY, PERMANENT EASEMENT and the TEMPORARY EASEMENT by the COUNTY; and,

**WHEREAS**, the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., (hereinafter the Act) authorizes units of local government to agree to transfer land between said units of local government; and,

**WHEREAS**, the COUNTY's construction activity within the NATURAL AREA necessitates a maintenance and monitoring plan to ensure the establishment of the native vegetation planted by the COUNTY within said NATURAL AREA; and,

**WHEREAS**, the COUNTY's construction activity within the NATURAL AREA shall be governed by comprehensive special provisions detailing the manner in which work is to be performed; and,

**WHEREAS**, the document containing such provisions, SPECIAL PROVISIONS FOR NATURAL AREAS INSTALLATION (hereinafter INSTALLATION PLAN) is attached as EXHIBIT B to THIS AGREEMENT, which, by reference herein, hereby becomes a part hereof; and,

**WHEREAS**, the document containing such plan, NATURAL AREA INSTALLATION: THREE (3) YEAR MAINTENANCE AND MONITORING PLAN (hereinafter MAINTENANCE PLAN) is attached as EXHIBIT C to THIS AGREEMENT, which, by reference herein, hereby becomes a part hereof; and,

**WHEREAS**, the COUNTY shall perform its construction activity and maintenance within the NATURAL AREA in accordance with the INSTALLATION PLAN and the MAINTENANCE PLAN; and,

**WHEREAS**, the RIGHT-OF-WAY and the TEMPORARY EASEMENT are necessary for the construction of the IMPROVEMENT, and the IMPROVEMENT will be of benefit to the motoring public of Lake County; and,

**WHEREAS**, the DISTRICT owns certain properties known as Kestrel Ridge Forest Preserve and Nippersink Forest Preserve (both of which are generally depicted on Exhibit D) and desires that a bicycle and pedestrian trail to connect these two properties (the "BIKE PATH") be constructed; and,

**WHEREAS**, the BIKE PATH would (i) commence at the southeast corner of Kestrel Ridge Forest Preserve, (ii) cross from the west side of Fairfield Road (County Highway 49) to the east side of Fairfield Road via the "Proposed Crosswalk" depicted on Exhibit D and (iii) turn north along the east side of Fairfield Road to a location within one of the seven parcels located on the east side of Fairfield Road between Kestrel Ridge Forest Preserve and Nippersink Forest Preserve (the "TARGET PARCELS"); and,

**WHEREAS**, to accommodate the construction of the BIKE PATH, the District intends to negotiate with one or more of the owners of the TARGET PARCELS to obtain from such owner or owners fee simple interest in a portion of a TARGET PARCEL sufficient to install a path connecting to the BIKE PATH as described above (the "FUTURE ACQUISITION"); and,

**WHEREAS**, the COUNTY shall paint the Proposed Crosswalk and construct the BIKE PATH at no cost to the DISTRICT. Once constructed, said BIKE PATH shall be owned and maintained by the DISTRICT; and,

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

**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.**

### **Dedication of RIGHT-OF-WAY;**

#### **Grant of TEMPORARY EASEMENT and PERMANENT EASEMENT**

1. It is mutually agreed by and between the parties hereto that the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., authorizes the DISTRICT's fee simple dedication of the RIGHT-OF-WAY to the COUNTY.
2. The COUNTY agrees to prepare at its sole expense all necessary land acquisition documents for the conveyance of the RIGHT-OF-WAY and for the granting of the TEMPORARY EASEMENT and the PERMANENT EASEMENT.
3. The DISTRICT agrees to dedicate to the COUNTY, for public roadway purposes, the RIGHT-OF-WAY, pursuant to the PLAT.
4. The DISTRICT agrees to grant to the COUNTY, for the purpose of constructing the DETENTION BASIN, the TEMPORARY EASEMENT and the PERMANENT EASEMENT, pursuant to the PLAT.
5. Provided it is consistent with the provisions, paragraphs and words of THIS AGREEMENT, the DISTRICT agrees to execute and return to the COUNTY ENGINEER the PLAT within ten (10) working days of the receipt of said PLAT.

## **SECTION III.**

### **NATURAL AREA/TEMPORARY and PERMANENT EASEMENTS**

1. It is mutually agreed by and between the parties hereto that the INSTALLATION PLAN and MAINTENANCE PLAN contain specifications governing the COUNTY's construction and maintenance activity within the NATURAL AREA by contractor. Said specifications to be

included in the COUNTY's PLANS include, but are not limited to: (1) planting schedules, (2) requirements for the quantities and species of live planted materials, (3) explanations of the terms "Establishment" and "Period of Establishment," (4) contractor qualifications, (5) terms of performance guarantee, (6) seeding criteria, (7) erosion control criteria, (8) watering schedule and (9) acceptance criteria.

It is further mutually agreed by and between the parties hereto that the INSTALLATION PLAN and MAINTENANCE PLAN contain requirements for the Three (3)-Year Maintenance and Monitoring Period (hereinafter MMP) for the NATURAL AREA.

It is further mutually agreed by and between the parties hereto that the COUNTY shall perform its construction and maintenance activity within the NATURAL AREA in accordance with the INSTALLATION PLAN and MAINTENANCE PLAN.

2. It is mutually agreed by and between the parties hereto that the COUNTY shall have supplied and installed all live planted materials within the NATURAL AREA (hereinafter PLANTINGS) with no reimbursement by the DISTRICT.
3. As a condition of the rights granted to the COUNTY by THIS AGREEMENT, the COUNTY shall, for itself and for those authorized by or through the COUNTY, including without limitation an authorized COUNTY contractor, and to the fullest extent permitted by law, hold harmless, indemnify and defend the DISTRICT, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from the grant of the TEMPORARY EASEMENT or the use hereunder of the NATURAL AREA/TEMPORARY EASEMENT by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise solely from the negligent, willful or wanton misconduct of the DISTRICT.
4. It is mutually agreed by and between the parties hereto that the COUNTY shall have maintained the NATURAL AREA during the construction of the IMPROVEMENT and the DETENTION BASIN, until such time as certain requirements regarding the PLANTINGS

are satisfied (said requirements are contained within the INSTALLATION PLAN and MAINTENANCE PLAN and include, for instance, coverage requirements and requirements for the composition of plant materials) (hereinafter PERIOD OF ESTABLISHMENT).

It is further mutually agreed by and between the parties hereto that, once the requirements regarding the PLANTINGS (including Establishment) are met, the TEMPORARY EASEMENT shall terminate and the DISTRICT shall assume maintenance responsibility for the NATURAL AREA exclusive of storm sewers and appurtenances from the COUNTY.

It is further mutually agreed by and between the parties hereto that the DISTRICT hereby grants the COUNTY the PERMANENT EASEMENT to allow the COUNTY a perpetual right-of-entry onto the NATURAL AREA, with five (5) days advance notice from the COUNTY, in non-emergency situations, for the repair, replacement, construction, operation, expansion and maintenance of any said storm sewers and appurtenances necessary for the conveyance of stormwater run-off to and from said DETENTION BASIN located on DISTRICT-owned property.

Pursuant to the PERMANENT EASEMENT, the DISTRICT shall maintain in perpetuity said NATURAL AREA exclusive of storm sewers and appurtenances and the DISTRICT shall not modify or otherwise alter the design features of said DETENTION BASIN.

Pursuant to the PERMANENT EASEMENT, the DISTRICT further agrees to allow the COUNTY to store in perpetuity, within the DETENTION BASIN, in the NATURAL AREA, a volume of 0.52 acre-feet of stormwater detention to accommodate the needs of the IMPROVEMENT, as established by the Lake County Watershed Development Ordinance permits issued for the IMPROVEMENT.

The COUNTY agrees that all work performed within the NATURAL AREA shall be staked in the field and approved by the DISTRICT prior to the commencement of IMPROVEMENT activities. The DISTRICT agrees to inspect and approve the areas of work to be performed within the NATURAL AREA prior to the commencement of IMPROVEMENT activities. The DISTRICT further agrees the said inspections shall be complete within ten (10) working days after receipt of notification from the COUNTY ENGINEER and said approval shall not be withheld if the work is to be performed in accordance with the approved PLANS and any

and all applicable laws and regulations.

**SECTION IV.**  
**Construction of BIKE PATH**

1. The COUNTY agrees to construct the BIKE PATH at no cost to the DISTRICT.
2. It is mutually agreed by and between the parties hereto that the construction of the BIKE PATH shall occur at an unknown point in time. The BIKE PATH shall be designed to meet national standards for two-way pedestrian and bicycle traffic and in accordance with the plans approved by the DISTRICT and the COUNTY, which approval shall not be withheld unreasonably. The final geometry of the BIKE PATH, the exact location of the connection between Kestrel Ridge Forest Preserve and Nippersink Forest Preserve and the timing of said construction is dependent on (1) the DISTRICT's ability to obtain the FUTURE ACQUISITION, (2) the DISTRICT's construction of bike path segments connecting to the BIKE PATH and (3) the installation of the Proposed Crosswalk. Upon notice by the DISTRICT to the COUNTY that these three (3) events have taken place or have been approved by all appropriate permit-issuing agencies of jurisdiction and the dedication provided for in Paragraph 3 below, the COUNTY shall commence construction of the BIKE PATH.
3. The DISTRICT agrees to dedicate to the COUNTY sufficient right-of-way to provide sixty (60) feet of half right-of-way, for roadway purposes, on the west side of Fairfield Road along the Kestrel Ridge Forest Preserve and on the east side of Fairfield Road within the FUTURE ACQUISITION, prior to the COUNTY initiating design engineering of the BIKE PATH. If said right-of-way is not dedicated, the COUNTY is under no obligation to construct the BIKE PATH.
4. It is mutually agreed by and between the parties hereto that, once constructed, said BIKE PATH shall be owned and maintained by the DISTRICT.

It is further mutually agreed by and between the parties hereto that the DISTRICT must submit to the COUNTY, for the COUNTY's approval, an executed standard form supplied



by the COUNTY, as authorized by the COUNTY's HIGHWAY UTILITY AND FACILITY PLACEMENT ORDINANCE, as amended, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) for the BIKE PATH, after the BIKE PATH has been designed by the COUNTY and prior to the commencement of construction of the BIKE PATH by the COUNTY, 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 construct the BIKE PATH.

**SECTION V.**  
**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, in any manner or form, to create or establish a partnership or principal-agent relationship between the parties hereto, or to make the 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 DISTRICT is to be and shall remain independent of the COUNTY, and vice-versa, 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 ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. The individuals executing THIS AGREEMENT each warrant and represent to the other party and agree that: (1) THIS AGREEMENT is executed by him or her as a duly authorized agent or officer of a party and that he or she has executed the same in accordance with the lawful authority vested in him or her, 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 December 1, 2010, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to December 1, 2010. In the event the date that the last authorized agent of the parties hereto affix their signature to THIS AGREEMENT is subsequent to December 1, 2010, 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 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 counterparty.

10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. Except where otherwise provided in THIS AGREEMENT, term of THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both of the parties hereto.

12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the IMPROVEMENT are not awarded by January 1, 2015.

**LAKE COUNTY  
FOREST PRESERVE DISTRICT**

**ATTEST:**

Julie A. Gagnon  
Secretary  
Lake County Forest Preserve District

By: Bonnie Lee Cox  
President

Date: December 2, 2010

**RECOMMENDED FOR EXECUTION**

Martin G. Buehler  
Martin G. Buehler, P.E.  
Director of Transportation / County Engineer  
Lake County

**ATTEST:**

Willard R. Harden  
County Clerk

**COUNTY OF LAKE**

By: [Signature]  
Chair  
Lake County Board

Date: DEC - 6 2010

**EXHIBIT A**

**PLAT OF DEDICATION**

County Section 06-00266-01-FP

includes the legal descriptions for  
the RIGHT-OF-WAY (also referred to as "DEDICATION"), the PERMANENT EASEMENT  
and the TEMPORARY EASEMENT within the NATURAL AREA

**EXHIBIT B**

**INSTALLATION PLAN**  
County Section 06-00266-01-FP

**EXHIBIT C**

**MAINTENANCE PLAN**

County Section 06-00266-01-FP

**EXHIBIT D**

**General Depiction of the BIKE PATH**