

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE LAKE COUNTY FOREST PRESERVE DISTRICT  
FOR A HIGHWAY IMPROVEMENT PROJECT ALONG CEDAR LAKE ROAD  
(COUNTY HIGHWAY 28) INCLUDING THE CONSTRUCTION OF A  
MULTI-USE PATH, DEDICATION OF RIGHT-OF-WAY, GRANTING OF A  
TEMPORARY EASEMENT AND TEMPORARY LICENSE, AND PARTIAL  
MODIFICATION OF THE NIPPERSINK FOREST PRESERVE**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, (hereinafter EFFECTIVE DATE) by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board (hereinafter 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 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 and related improvements along Cedar Lake Road (County Highway 28) from Illinois Route 120 to Nippersink Road (hereinafter IMPROVEMENT); and,

**WHEREAS**, the IMPROVEMENT shall include, but not be limited to, the reconstruction and widening of Cedar Lake Road, curb and gutter, storm drainage improvements, construction of non-motorized travel accommodations including, but not limited to, the MULTI-USE PATH (as defined herein) on DISTRICT property adjacent to Cedar Lake Road, commonly known as the Nippersink Forest Preserve (herein after PRESERVE), and modification of a portion of the PRESERVE; and,

**WHEREAS**, the IMPROVEMENT shall be referred to as County Section 08-00065-02-RS; and,

**WHEREAS**, the COUNTY has, and will continue to have, maintenance and jurisdictional authority over Cedar Lake Road; and,

**WHEREAS**, the IMPROVEMENT and its approximate limits associated with the PRESERVE are generally depicted on EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, the DISTRICT desires that the COUNTY construct a multi-use path, as part of the IMPROVEMENT, within the PRESERVE and within a portion of the Cedar Lake Road right-of-way (hereinafter MULTI-USE PATH); and,

**WHEREAS**, the MULTI-USE PATH is generally depicted on EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, the COUNTY and the DISTRICT further desire to modify a portion of the PRESERVE to provide a more natural terrain, said modification work (hereinafter MODIFICATION WORK) will include, without limitation, (1) the DISTRICT, by itself or through a contractor, (a) demolishing and removing the existing building, depicted as Existing Building on EXHIBIT C (hereinafter EXISTING BUILDING), and the concrete slab for the EXISTING BUILDING, (b) removing or causing Commonwealth Edison to disconnect and remove the existing overhead electrical wires generally depicted on EXHIBIT C, (c) removing or causing Nicor Gas Company to disconnect gas service and remove gas meter and abandon existing underground gas lines, (d) sealing or causing to be sealed/removed, the water well, and (e) removing or causing to be removed or abandoned in place, the septic tank and septic field (hereinafter the DISTRICT MODIFICATION WORK) and (2) the COUNTY, through a contractor, (a) completing certain earthwork and grading, (b) removing impervious areas, including pavement, gravel, asphalt, parking areas, entrance drive and concrete propane tank slab (hereinafter EXISTING IMPERVIOUS AREA), (c) removing existing site improvements (including light poles and fixtures, steel bollards, chain link fencing and gates, utility poles and other above ground utilities (except for the COM ED FACILITIES)), outdoor storage facilities, concrete block retaining wall, and other miscellaneous debris, (d) removing vegetation, (e) installation of seeding and planting of trees to provide a more natural terrain on the PRESERVE in accordance with the contract specifications (hereinafter COUNTY MODIFICATION WORK); and,

**WHEREAS**, the MODIFICATIONWORK area is generally depicted on EXHIBIT D to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, the COUNTY estimates that, by constructing the IMPROVEMENT it will create 2.25 Acres of new impervious surface (hereinafter NEW IMPERVIOUS AREA) and that the MODIFICATION WORK will remove 6.32 Acres of EXISTING IMPERVIOUS AREA, thus resulting in EXISTING IMPERVIOUS AREA credits totaling 4.07 acres (hereinafter

IMPERVIOUS AREA CREDITS) that it desires to use to comply with stormwater regulations of the Lake County Stormwater Management Commission (hereinafter LCSMC) applicable to the IMPROVEMENT; and,

**WHEREAS**, the DISTRICT has made past modifications on the PRESERVE, and has been advised by LCSMC that the DISTRICT has (1) 3.17 acres of additional impervious area credits from prior removal of impervious areas within the PRESERVE (hereinafter BANKED CREDITS) and (2) 0.54 acre-feet of available compensatory storage credits (hereinafter STORAGE CREDITS) on the PRESERVE from past modifications to the PRESERVE (the BANKED CREDITS and STORAGE CREDITS are, collectively, the EXISTING CREDITS); and,

**WHEREAS**, the EXISTING CREDITS are located within the Squaw Creek Watershed; and,

**WHEREAS**, the COUNTY anticipates that it will make future transportation-related improvements along and in the area of Cedar Lake Road (hereinafter FUTURE IMPROVEMENTS) and within the Squaw Creek Watershed; and,

**WHEREAS**, the COUNTY desires that the DISTRICT convey to the COUNTY the rights that the DISTRICT has, if any, to use the EXISTING CREDITS, for future use solely by the COUNTY, for the COUNTY'S future stormwater detention and compensatory storage needs associated with FUTURE IMPROVEMENTS, with the use of the EXISTING CREDITS being subject to approval by all governmental agencies with jurisdiction, including LCSMC; and,

**WHEREAS**, the COUNTY has retained Crawford, Murphy and Tilly, Inc. (the CONSULTANT) to design and engineer the IMPROVEMENT; and,

**WHEREAS**, the CONSULTANT has prepared and provided to the DISTRICT near-final plans, specifications, and special provisions dated February 17, 2017, depicting the IMPROVEMENT, and the cover sheet to said plans is attached hereto as EXHIBIT E and, by this reference, such plans, specifications, and special provisions are incorporated into THIS AGREEMENT (the 95% PLANS); and,

**WHEREAS**, the 95% PLANS include the MULTI-USE TRAIL and the MODIFICATION WORK; and,

**WHEREAS**, the COUNTY desires that, in order to construct the IMPROVEMENT, the DISTRICT (1) dedicate to the COUNTY, for right-of-way purposes, fee simple interest in that portion of the PRESERVE depicted as Parcel 002 on the Plat of Highways (hereinafter PLAT)

attached to and hereby made a part of THIS AGREEMENT as EXHIBIT F (hereinafter RIGHT-OF-WAY PROPERTY) and (2) grant to the COUNTY a temporary easement (hereinafter TEMPORARY EASEMENT) within that portion of the PRESERVE depicted as Parcel 002 TE on the PLAT (hereinafter TEMPORARY EASEMENT PROPERTY); and,

**WHEREAS,** the RIGHT-OF-WAY PROPERTY and the TEMPORARY EASEMENT PROPERTY are legally described on EXHIBIT G to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS,** once the RIGHT-OF-WAY PROPERTY is dedicated to the COUNTY, said RIGHT-OF-WAY PROPERTY shall be added to the Lake County Highway System, and the COUNTY shall have the unrestricted right to use said RIGHT-OF-WAY PROPERTY 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); and,

**WHEREAS,** the COUNTY shall thereafter administer the use of said RIGHT-OF-WAY PROPERTY pursuant to its published ordinances; and,

**WHEREAS,** the parties enter into this AGREEMENT pursuant to the authority provided in the Constitution of the State of Illinois, Article VII, Section 10, which provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance, the Counties Code, 55 ILCS 5/1-1001 et seq., the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq., the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq.; and,

**NOW, THEREFORE,** for and in consideration of the mutual covenants contained herein, the COUNTY and the DISTRICT agree as follows:

## **SECTION I.**

### **Recitals/Headings**

1. The foregoing preambles are hereby incorporated herein as though fully set forth.
2. The Section "headings" 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 the IMPROVEMENT and Maintenance of the MULTI-USE PATH and MODIFICATION WORK**

1. The COUNTY shall cause CONSULTANT to prepare the necessary surveys, design engineering plans, specifications, drawings, and contract letting documents for the IMPROVEMENT that substantially comply with the 95% PLANS (the DRAFT FINAL PLANS) in accordance with Lake County Division of Transportation (hereinafter LCDOT) policies and standards, without reimbursement from the DISTRICT. The COUNTY ENGINEER shall provide the DISTRICT's Executive Director (hereinafter EXECUTIVE DIRECTOR) with the opportunity to review, comment on, and approve the DRAFT FINAL PLANS with respect to the MULTI-USE PATH and MODIFICATION WORK before commencement of the construction of the MULTI-USE PATH and the MODIFICATION WORK. Said approval of the DRAFT FINAL PLANS by the EXECUTIVE DIRECTOR shall not be unreasonably withheld. When approved by both the COUNTY ENGINEER and the EXECUTIVE DIRECTOR, the DRAFT FINAL PLANS will be the APPROVED FINAL PLANS.
2. The COUNTY, through LCDOT, shall let and award one or more construction contracts for the IMPROVEMENT to the lowest responsible bidder or bidders, requiring the bidder or bidders (collectively, CONTRACTOR) to complete the IMPROVEMENT, including the MULTI-USE TRAIL and the COUNTY MODIFICATION WORK (but not the DISTRICT MODIFICATION WORK) in accordance with the APPROVED FINAL PLANS (hereinafter CONSTRUCTION CONTRACT). After the COUNTY receives bids for the CONSTRUCTION CONTRACT, but prior to awarding the CONSTRUCTION CONTRACT, the COUNTY shall send the DISTRICT written notice identifying the bidders and the amounts of their bids and provide the DISTRICT with an opportunity to provide comments to the COUNTY regarding the qualifications, experience, and capabilities of the bidders; however, the COUNTY'S decision on the award of the CONSTRUCTION CONTRACT shall be binding and conclusive. As of this writing, the anticipated letting date for the IMPROVEMENT is April 18, 2017. (The letting date is subject to change, without notice to the DISTRICT and is dependent upon project readiness and the availability of project funding.)
3. The DISTRICT shall cause the DISTRICT MODIFICATION WORK to be completed within 2 months after the COUNTY Board awards the CONSTRUCTION CONTRACT to the CONTRACTOR.

4. The COUNTY shall (1) cause the CONTRACTOR to construct the IMPROVEMENT, including the MULTI-USE PATH and the COUNTY MODIFICATION WORK, in accordance with the APPROVED FINAL PLANS and (2) perform, or cause to be performed, construction engineering supervision services for the IMPROVEMENT in accordance with LCDOT procedures and requirements, without reimbursement from the DISTRICT. The COUNTY will provide written notice to the DISTRICT of the date upon which the CONTRACTOR will commence construction of the IMPROVEMENT. The COUNTY shall provide additional notice as provided in Section III.6.
5. In the CONSTRUCTION CONTRACT, the COUNTY shall (1) require the CONTRACTOR, and each of its subcontractors, to name the DISTRICT as an additional insured on any liability coverage required pursuant to the CONSTRUCTION CONTRACT with respect to any work on the IMPROVEMENT performed within the PRESERVE, (2) require the CONTRACTOR to post the required performance and labor and material payment bonds, as required by the Illinois Public Construction Bond Act, and (3) require the CONTRACTOR, and each subcontractor, to indemnify, defend, and hold and save harmless the DISTRICT its officers, officials, employees, volunteers, and agents against any claims, costs, causes, actions and expenses asserted against the DISTRICT and resulting or alleged to result directly or indirectly from CONTRACTOR'S, or such subcontractor's, negligent acts or omissions related to the construction of the IMPROVEMENT.
6. Upon completion of the IMPROVEMENT, notice from the COUNTY, and acceptance of the MULTI-USE PATH by the COUNTY (in accordance with the CONSTRUCTION CONTRACT) and the DISTRICT, the DISTRICT shall maintain the MULTI-USE PATH, including the segment located on DISTRICT-owned property and the segment of MULTI-USE PATH located within the right-of-way west of the center line of Cedar Lake Road in perpetuity without reimbursement by the COUNTY, including making changes or revisions to the segment of MULTI-USE PATH located within the right-of-way west of the center line of Cedar Lake Road that are made necessary because of any future improvements within such right-of-way that are made by the COUNTY. The COUNTY will not have any obligation to maintain said MULTI-USE PATH constructed as a part of this IMPROVEMENT. Absent an emergency situation, the DISTRICT shall maintain the segment of MULTI-USE PATH located within the COUNTY highway right-of-way west of the center line of Cedar Lake Road during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm.
7. The DISTRICT shall complete, or cause completion, of the DISTRICT MODIFICATION WORK, without reimbursement from the COUNTY, and shall notify the COUNTY ENGINEER upon completion thereof.

8. Following acceptance of the MODIFICATION WORK, as defined in the 95% PLANS, the DISTRICT shall own and maintain all vegetation planted as a part of the COUNTY MODIFICATION WORK, without reimbursement from the COUNTY.
9. The DISTRICT must submit to the COUNTY, for the COUNTY's approval, an executed LOCAL AGENCY UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter LOCAL AGENCY ACCEPTANCE FORM) by April 1, 2017 for the segment of MULTI-USE PATH work within the right-of-way to be maintained by the DISTRICT. The approval of the LOCAL AGENCY ACCEPTANCE FORM shall not be unnecessarily withheld by the COUNTY. The COUNTY agrees to process and approve the LOCAL AGENCY ACCEPTANCE FORM at no cost to the DISTRICT.

### **SECTION III.**

#### **Dedication of RIGHT-OF-WAY and Granting of a TEMPORARY EASEMENT and TEMPORARY LICENSE**

1. The COUNTY shall prepare, or cause to be prepared, all necessary documents for the DISTRICT'S conveyance of the RIGHT-OF-WAY PROPERTY to the COUNTY and the DISTRICT'S grant of the TEMPORARY EASEMENT to the COUNTY within the TEMPORARY EASEMENT PROPERTY, without reimbursement from the DISTRICT (hereinafter REAL ESTATE CONVEYANCE DOCUMENTS). The REAL ESTATE CONVEYANCE DOCUMENTS will include without limitation any appraisals, the PLAT, deeds and legal descriptions that may be necessary to acquire and convey those rights-of-way or easements, either permanent or temporary. Provided they are consistent with THIS AGREEMENT, and have been approved by the EXECUTIVE DIRECTOR (which approval will not be unreasonably withheld) the DISTRICT shall execute and return to the COUNTY ENGINEER the REAL ESTATE CONVEYANCE DOCUMENTS submitted to the EXECUTIVE DIRECTOR by the COUNTY ENGINEER within ten (10) working days after receipt.
2. After the DISTRICT approves the REAL ESTATE CONVEYANCE DOCUMENTS, the DISTRICT shall execute the REAL ESTATE CONVEYANCE DOCUMENTS and thereby shall (1) dedicate the RIGHT-OF-WAY PROPERTY to the COUNTY, for public roadway purposes and (2) grant a TEMPORARY EASEMENT within the TEMPORARY EASEMENT PROPERTY to the COUNTY, for construction purposes, without reimbursement from the COUNTY.
3. The term of the TEMPORARY EASEMENT shall commence upon the execution of the REAL ESTATE CONVEYANCE DOCUMENTS by the DISTRICT and end on (1) if the

COUNTY awards a CONSTRUCTION CONTRACT on or prior to January 1, 2022, the earlier of (a) the completion of the IMPROVEMENT and acceptance of the IMPROVEMENT by the COUNTY in accordance with the CONSTRUCTION CONTRACT and (b) the date that is three years after the award of the CONSTRUCTION CONTRACT and (ii) January 1, 2022, if the COUNTY has not awarded a CONSTRUCTION CONTRACT for the IMPROVEMENT on or before that date. However, the EXECUTIVE DIRECTOR and the COUNTY ENGINEER may mutually agree in writing to extend the term of the TEMPORARY EASEMENT to a date not more than ten years after the EFFECTIVE DATE.

4. Upon the expiration of the TEMPORARY EASEMENT, neither the COUNTY nor any of its officers, agents, or employees, or the CONTRACTOR shall have any further right to enter upon or across the TEMPORARY EASEMENT, and upon such expiration, the COUNTY shall immediately vacate and discontinue, and cause the CONTRACTOR to vacate and discontinue, all use of the PROPERTY otherwise permitted hereunder.
5. The DISTRICT hereby grants and conveys to the COUNTY, for its use and for the use of its officers, agents, and employees, and the CONTRACTOR, a non-exclusive license to use that portion of the PRESERVE generally depicted on EXHIBIT H to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof (hereinafter LICENSED PREMISES) for the sole and limited purpose of constructing the IMPROVEMENT (hereinafter TEMPORARY LICENSE).
6. The work to construct the portion of the IMPROVEMENT within the PRESERVE shall be confined entirely within the LICENSED PREMISES. The COUNTY shall provide written notice to the DISTRICT at least seven (7) days in advance of the initial use of the LICENSED PREMISES in order for the DISTRICT to review safety and other requirements with the COUNTY.
7. The COUNTY shall cause any DISTRICT property that is damaged by the CONTRACTOR or any of CONTRACTOR's subcontractors to be restored to its condition existing prior to such damage in accordance with DISTRICT requirements. The COUNTY shall consult with the DISTRICT prior to initiating such restoration activities.
8. The term of the TEMPORARY LICENSE shall commence on the EFFECTIVE DATE and end on (i) if the COUNTY awards a CONSTRUCTION CONTRACT prior to January 1, 2022, the earlier of (a) the completion of the IMPROVEMENT and acceptance of the IMPROVEMENT by the COUNTY in accordance with the CONSTRUCTION CONTRACT and (b) the date that is three years after the award of the CONSTRUCTION CONTRACT



and (ii) January 1, 2022, if the COUNTY has not awarded a CONSTRUCTION CONTRACT for the IMPROVEMENT on or before that date. However, the EXECUTIVE DIRECTOR and the COUNTY ENGINEER may mutually agree in writing to extend the term of the TEMPORARY LICENSE to a date not more than ten years after the EFFECTIVE DATE.

9. Upon the expiration of the TEMPORARY LICENSE, neither the COUNTY nor any of its officers, agents, or employees, or the CONTRACTOR shall have any further right to enter upon or across the LICENSED PREMISES, and upon such expiration, the COUNTY shall immediately vacate and discontinue, and cause the CONTRACTOR to vacate and discontinue, all use of the LICENSED PREMISES otherwise permitted hereunder.
10. The DISTRICT shall have and retain all rights to use and occupy the LICENSED PREMISES, provided that said use and/or occupancy does not prohibit or adversely impact the establishment or existence of the COUNTY's IMPROVEMENT. Without limiting the preceding sentence, the DISTRICT may allow the CONTRACTOR to use the EXISTING BUILDING or the LICENSED PREMISES for staging and other construction activities. The activities of COUNTY shall not unreasonably interfere with the DISTRICT's use and occupancy of the LICENSED PREMISES.
11. The parties acknowledge that the LICENSED PREMISES is the property of the DISTRICT and that the TEMPORARY LICENSE is a contractual right only and does not create an easement, a leasehold, or any other real property rights in the LICENSED PREMISES.

#### **SECTION IV.**

##### **Transfer of EXISTING CREDITS from the DISTRICT to the COUNTY;**

##### **Status of IMPERVIOUS AREA CREDITS and EXISTING CREDITS**

1. The DISTRICT hereby transfers to the COUNTY all of the DISTRICT'S right, title, and interest to the IMPERVIOUS AREA CREDITS and EXISTING CREDITS, for the sole purpose of allowing the COUNTY to offset future stormwater detention and compensatory storage needs associated with the COUNTY's FUTURE IMPROVEMENTS, without reimbursement from the COUNTY.
2. The COUNTY'S use of the IMPERVIOUS AREA CREDITS and EXISTING CREDITS is subject to approval by all governmental agencies with jurisdiction, including LCSMC. The DISTRICT makes no representations or warranties as to whether the IMPERVIOUS AREA CREDITS or EXISTING CREDITS can be used for any purpose whatsoever.

**SECTION V.**  
**General Provisions**

1. 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 or agency between the parties hereto (including their elected officials, duly appointed officials, employees and agents), in any manner, whatsoever. The DISTRICT is to be and shall remain independent of the COUNTY, and the COUNTY is to be and shall remain independent of the DISTRICT, with respect to all rights and obligations under THIS AGREEMENT.
2. 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. 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. This AGREEMENT shall be deemed to take effect on the EFFECTIVE DATE, which shall be the date that the corporate authorities of both parties have approved it.
5. 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. 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, the illegality of such provision shall not affect the remaining portions of THIS AGREEMENT.

7. THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
8. 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. However, 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 express written consent and permission of the other party.
10. The COUNTY shall to the fullest extent permitted by law, hold harmless, indemnify, and defend the DISTRICT, its commissioners, officers, agents, attorneys, employees, volunteers, contractors, 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 against the DISTRICT (collectively, CLAIMS), and resulting or alleged to result directly or indirectly from any negligent act or omission related to THIS AGREEMENT by the COUNTY, its employees and authorized agents, or any of their respective officers, agents, contractors, employee or representatives except to the extent any such CLAIMS arise solely from the negligent acts or willful or wanton misconduct of the DISTRICT.
11. The DISTRICT shall to the fullest extent permitted by law, hold harmless, indemnify, and defend the COUNTY, its elected officials, duly appointed officials, officers, agents, attorneys, employees, representatives, 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 against the COUNTY (collectively, CLAIMS), and resulting or alleged to result directly or indirectly from any negligent act or omission related to THIS AGREEMENT by the DISTRICT, its employees and authorized agents, or any of their respective officers, agents, contractors, employee or representatives except to the extent any such CLAIMS arise solely from the negligent acts or willful or wanton misconduct of the COUNTY.
12. In the CONSTRUCTION CONTRACT, the COUNTY shall require the CONTRACTOR, and each of its subcontractors, to name the DISTRICT as an additional insured on any liability coverage required pursuant to the CONSTRUCTION CONTRACT with respect to any work on the IMPROVEMENT performed within the PRESERVE and require the CONTRACTOR, and each subcontractor, to hold harmless, indemnify, and defend the

DISTRICT its commissioners, officers, agents, attorneys, employees, volunteers, successors, and assigns from and against any and all CLAIMS resulting or alleged to result directly or indirectly from CONTRACTOR'S, or such subcontractor's, negligent acts or omissions related to the construction of the IMPROVEMENT.

13. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
14. THIS AGREEMENT shall terminate if the COUNTY does not award the CONSTRUCTION CONTRACT by January 1, 2022.

**LAKE COUNTY  
FOREST PRESERVE DISTRICT**

**ATTEST:**

\_\_\_\_\_  
Julie Gagnani, Secretary  
Lake County Forest Preserve District

By: \_\_\_\_\_  
Ann B. Maine, President

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

**RECOMMENDED FOR EXECUTION**

\_\_\_\_\_  
Paula J. Trigg, P.E.  
Director of Transportation / County Engineer  
Lake County

**COUNTY OF LAKE**

**ATTEST:**



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

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

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

# Exhibit A

## Legend

-  Forest Preserve Boundary
-  Improvement Limits



Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, IL 60048  
847-367-8640  
www.lcfd.org

Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
should not be used to determine setbacks for  
structure or as a basis for purchasing property.

Prepared using information from:  
Lake County Department of Information  
& Technology: GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60085-4357  
847-377-2373

0 250 500 1,000 Feet

2015 Aerial Photo

Map Prepared 20 February 2017



# Exhibit B

## Legend



Forest Preserve Boundary



Existing Trails



Improvement Limits



Planned Multi-use Path



Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, IL 60048  
847-367-8640  
www.lcfd.org

Courtesy Copy Only.  
Property boundaries indicated are provided  
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Prepared using information from:  
Lake County Department of Information  
& Technology: GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60085-4357  
847-377-2373

0 125 250 500 Feet

2015 Aerial Photo

Map Prepared 20 February 2017

## Nippersink Forest Preserve



# Exhibit C

Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, IL 60048  
847-367-8640  
www.lcfd.org

## Legend



Forest Preserve Boundary



Improvement Limits



EXISTING BUILDING



Electric Lines



Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
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structure or as a basis for purchasing property.

Prepared using information from:  
Lake County Department of Information  
& Technology: GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60085-4357  
847-377-2373

0 25 50 100 Feet

2015 Aerial Photo

Map Prepared 20 February 2017

## Nippersink Forest Preserve



Rte 120



# Exhibit D

## Legend



Forest Preserve Boundary



EXISTING BUILDING



RESTORATION WORK  
AREA



Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, IL 60048  
847-367-8640  
www.lcfd.org

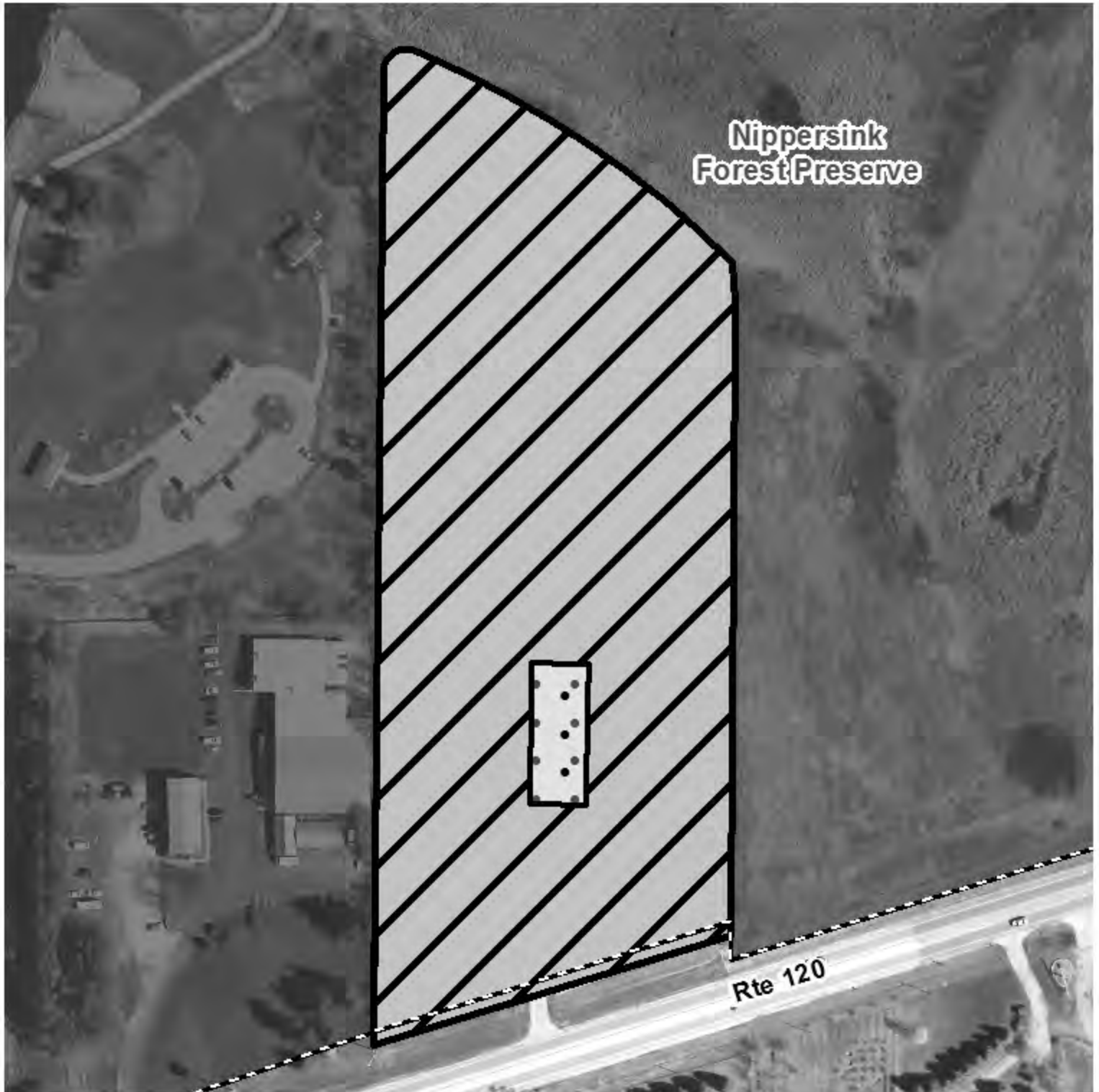
Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
should not be used to determine setbacks for  
structure or as a basis for purchasing property.

Prepared using information from:  
Lake County Department of Information  
& Technology: GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60085-4357  
847-377-2373

0 75 150 300 Feet

2015 Aerial Photo

Map Prepared 20 February 2017



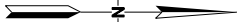


# EXHIBIT E

## Insert Plan Cover Sheet Here

**EXHIBIT F**  
**Plat of Highways**  
**Parcels 002, 002TE**  
*County Section 08-00065-02-RS*

PLAT OF HIGHWAYS  
THROUGH PORTIONS OF SECTIONS 29 & 32, TOWNSHIP  
45 NORTH, RANGE 10 EAST OF THE 3rd PRINCIPAL MERIDIAN  
LAKE COUNTY, ILLINOIS.



LEGEND

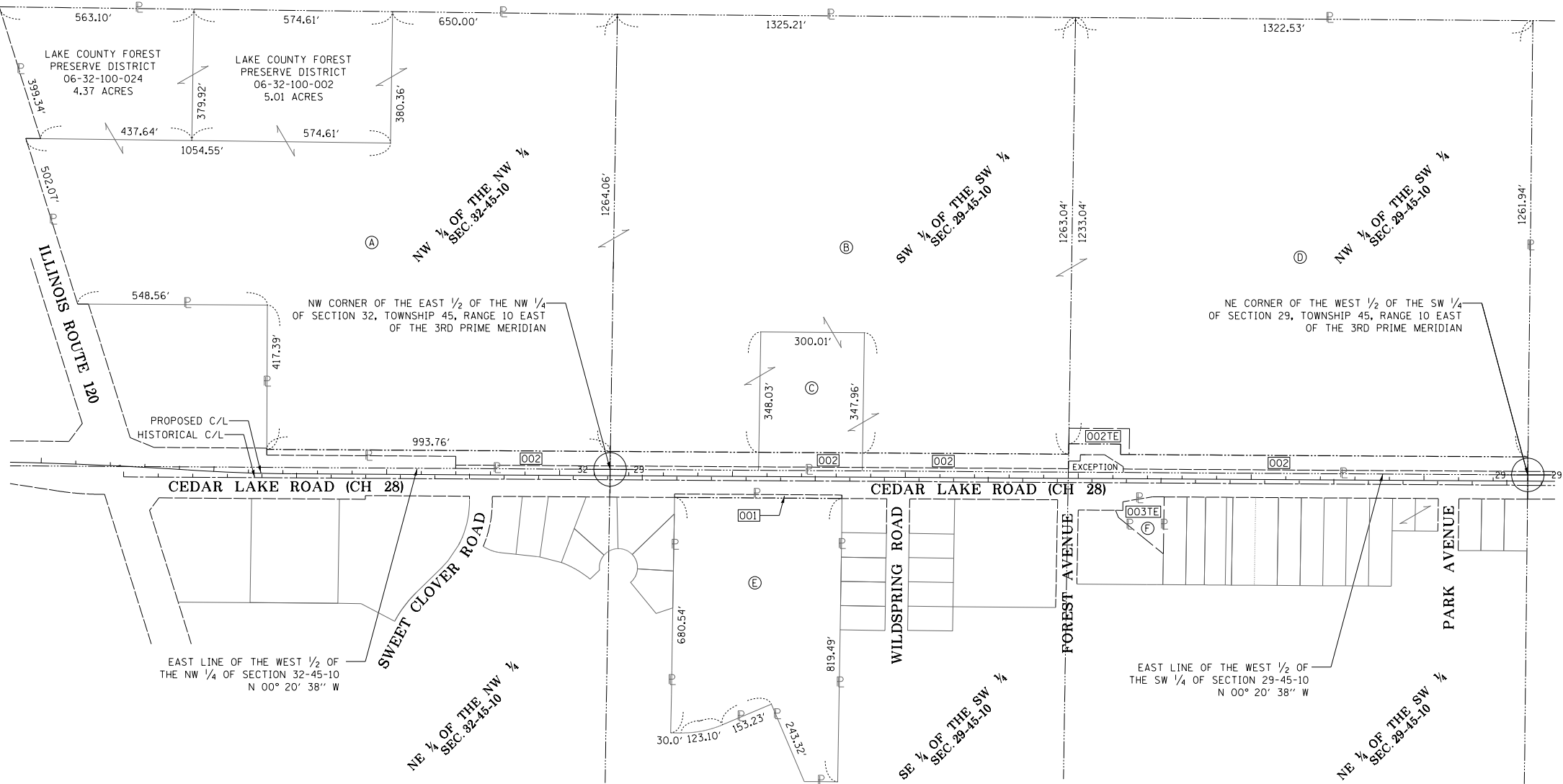
SECTION CORNER  
QUARTER SECTION CORNER

SECTION LINE  
QUARTER SECTION LINE  
QUARTER, QUARTER SECTION LINE  
PLATTED LOT LINES  
PROPERTY (DEED) LINE  
APPL  
APPARENT PROPERTY LINE  
CENTERLINE  
EXISTING RIGHT OF WAY LINE  
PROPOSED RIGHT OF WAY LINE  
PROPOSED TEMPORARY EASEMENT

MEASURED DIMENSION  
COMPUTED DIMENSION  
RECORDED DIMENSION

129.32'  
129.32' (COMPI)  
(129.32')

NOTE  
BASIS OF BEARING IS THE STATE PLANE  
COORDINATE SYSTEM (NAD 83) ILLINOIS EAST ZONE.  
SCALE FACTOR = 0.99963



- PARCEL OWNER INFORMATION
- (A) LAKE COUNTY FOREST PRESERVE DISTRICT  
PIN: 06-32-100-042  
1899 WEST WINCHESTER ROAD  
LIBERTYVILLE, IL 60048
  - (B) LAKE COUNTY FOREST PRESERVE DISTRICT  
PIN: 06-29-300-003  
1899 WEST WINCHESTER ROAD  
LIBERTYVILLE, IL 60048
  - (C) LAKE COUNTY FOREST PRESERVE DISTRICT  
PIN: 06-29-300-005  
1899 WEST WINCHESTER ROAD  
LIBERTYVILLE, IL 60048
  - (D) LAKE COUNTY FOREST PRESERVE DISTRICT  
PIN: 06-29-300-001  
1899 WEST WINCHESTER ROAD  
LIBERTYVILLE, IL 60048
  - (E) QUATTROVIENTOS, INC  
PIN: 06-29-300-017  
685 NORTH CEDAR LAKE ROAD  
ROUND LAKE, IL 60073
  - (F) VILLAGE OF ROUND LAKE  
PIN: 06-29-302-016  
442 NORTH CEDAR LAKE ROAD  
ROUND LAKE, IL 60073

PLOT SCALE = #SCALE#  
PLOT DATE = #DATE#

DIRECTORY = #FILES#  
USER NAME = #USER#

PARCEL NUMBER	OWNER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	PREVIOUSLY DEDICATED ACRES	REMAINDER AREA ACRES	EASEMENT ACRES	AREA SQUARE FEET	EASEMENT PURPOSE	PERMANENT INDEX NUMBER	PROPERTY ACQUIRED BY
001	QUATTROVIENTOS INC	7.861±	0.111±	0.000±	7.750±	N/A	N/A	N/A	06-29-300-017	
002 002TE	LAKE COUNTY FOREST PRESERVE DISTRICT	113.444±	3.865±	0.675±	109.579±	N/A N/A 0.198± N/A	N/A N/A 8,625 N/A	N/A N/A CONSTRUCTION N/A	06-32-100-042 06-29-300-003 06-29-300-005 06-29-300-001	
003TE	VILLAGE OF ROUND LAKE	0.357±	0.000	0.042±	0.315±	0.315±	13,738	DRAINAGE	06-29-302-016	

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

I, COREY E. WORTH, A PROFESSIONAL ILLINOIS  
LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED  
THE PUBLIC HIGHWAY AS SHOWN ON THE PLAT HEREON DRAWN.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

COREY E. WORTH  
CRAWFORD, MURPHY & TILLY, INC.  
ILLINOIS LAND SURVEYOR NO. 035-3440  
LICENSE EXPIRATION DATE: 11/30/2018

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

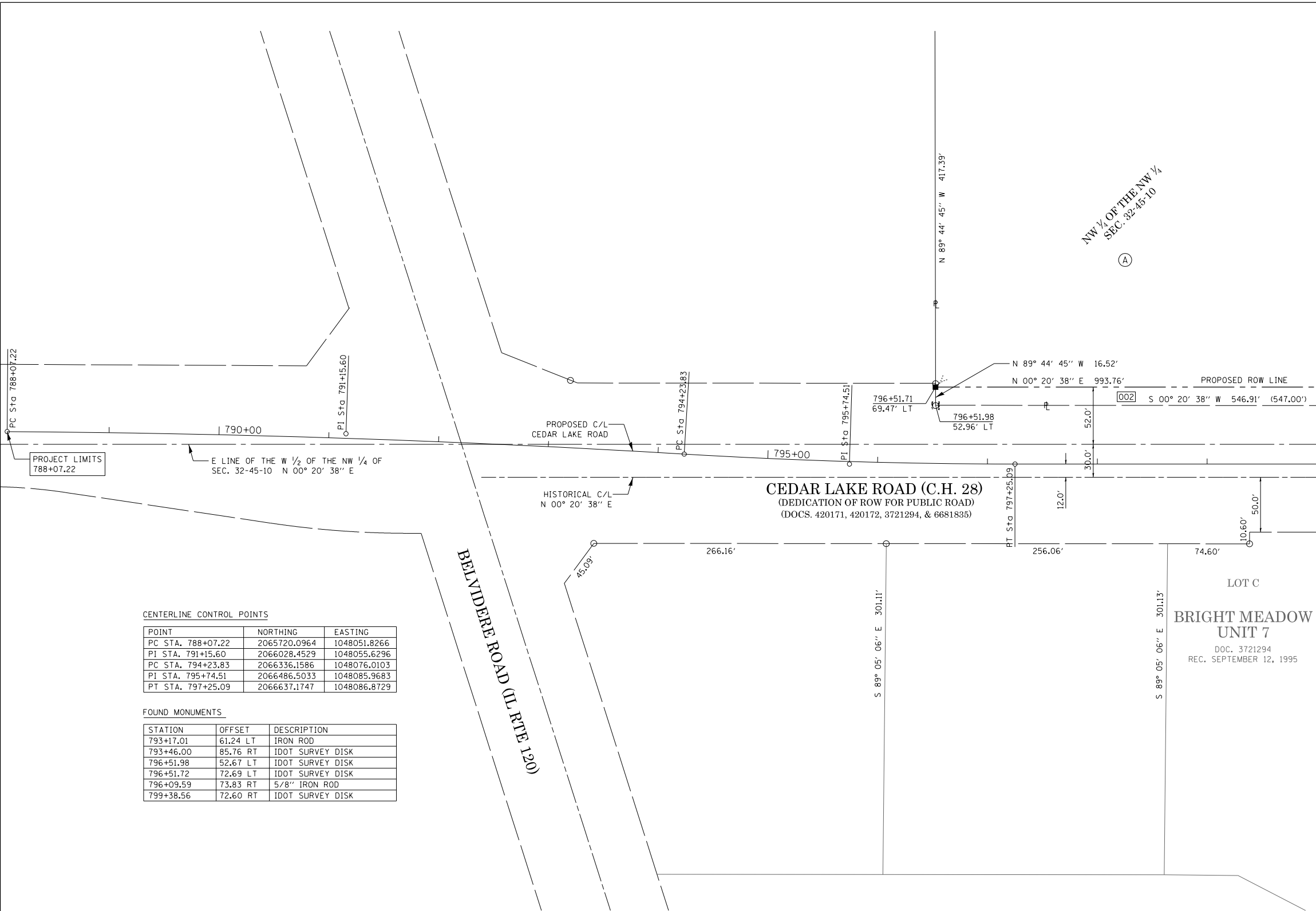
I, PAULA J. TRIGG, COUNTY ENGINEER OF THE COUNTY AFORESAID,  
DO HEREBY CERTIFY THAT THE PLAT HEREON IS A TRUE AND CORRECT  
REPRESENTATION OF THE SURVEY MADE UNDER MY DIRECTION OF  
PART OF COUNTY HIGHWAY \_\_\_\_ IN SAID COUNTY.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

COUNTY HIGHWAY NO. 28  
CEDAR LAKE ROAD

SECTION: 08-00065-02-RS  
PROJECT: CEDAR LAKE ROAD RECONSTRUCTION  
STATION: 788+07.22 TO 838+50.00  
SCALE: 1" = 200'  
DRAWN BY: JPZ  
COMP. FILE: sht-poh.cedarlake.dgn  
REVISIONS:  
SHEET NO. 1 OF 6

LAKE COUNTY DIVISION OF TRANSPORTATION  
600 WEST WINCHESTER ROAD  
LIBERTYVILLE, ILLINOIS 60048-1381



CENTERLINE CONTROL POINTS

POINT	NORTHING	EASTING
PC STA. 788+07.22	2065720.0964	1048051.8266
PI STA. 791+15.60	2066028.4529	1048055.6296
PC STA. 794+23.83	2066336.1586	1048076.0103
PI STA. 795+74.51	2066486.5033	1048085.9683
PT STA. 797+25.09	2066637.1747	1048086.8729

FOUND MONUMENTS

STATION	OFFSET	DESCRIPTION
793+17.01	61.24 LT	IRON ROD
793+46.00	85.76 RT	IDOT SURVEY DISK
796+51.98	52.67 LT	IDOT SURVEY DISK
796+51.72	72.69 LT	IDOT SURVEY DISK
796+09.59	73.83 RT	5/8" IRON ROD
799+38.56	72.60 RT	IDOT SURVEY DISK

PARCEL OWNER INFORMATION

- Ⓐ LAKE COUNTY FOREST PRESERVE DISTRICT  
PIN: 06-32-100-042  
1899 WEST WINCHESTER ROAD  
LIBERTYVILLE, IL 60048

Ⓑ LAKE COUNTY FOREST PRESERVE DISTRICT  
PIN: 06-29-300-003  
1899 WEST WINCHESTER ROAD  
LIBERTYVILLE, IL 60048
- Ⓒ LAKE COUNTY FOREST PRESERVE DISTRICT  
PIN: 06-29-300-005  
1899 WEST WINCHESTER ROAD  
LIBERTYVILLE, IL 60048

Ⓓ LAKE COUNTY FOREST PRESERVE DISTRICT  
PIN: 06-29-300-001  
1899 WEST WINCHESTER ROAD  
LIBERTYVILLE, IL 60048
- Ⓔ QUATTROVIENTOS INC  
PIN: 06-29-300-017  
685 NORTH CEDAR LAKE ROAD  
ROUND LAKE, IL 60073

Ⓕ VILLAGE OF ROUND LAKE  
PIN: 06-29-302-016  
442 NORTH CEDAR LAKE ROAD  
ROUND LAKE, IL 60073

STATE OF ILLINOIS )  
 ) SS  
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 \_\_\_\_\_ IN SAID COUNTY.

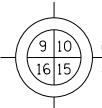
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

REVISION DATE:

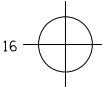
REVISION

DRAWN BY: JPZ

LEGEND

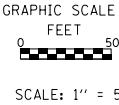


SECTION  
CORNER



QUARTER  
SECTION  
CORNER

- SECTION LINE
- QUARTER SECTION LINE
- QUARTER, QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- APPARENT PROPERTY LINE
- CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED EASEMENT
- MEASURED DIMENSION
- COMPUTED DIMENSION
- RECORDED DIMENSION
- EXISTING BUILDING



Distances and Dimensions shown are from ground.

Bearings and Coordinates are referenced to the Illinois Coordinate System,  
NAD83, East Zone, as provided by the Illinois Department of Transportation.  
Scale Factor = 0.99963

- METAL PIPE OR ROD FOUND      ⊕ "MAG" NAIL SET
- + CUT CROSS FOUND OR SET      ● REBAR SET

- T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION.  
T2 SET STAKE FLUSH WITH GROUND IDENTIFIED BY COLORED PLASTIC CAP  
T3 WITH INSCRIPTION DATA.

- BT1 THESE STAKES IN CULTIVATED AREAS.  
BT2 REFERENCE FOUND OR SET MONUMENTATION.  
BT3 BURIED STAKE 20 INCHES BELOW GROUND IDENTIFIED BY COLORED  
PLASTIC CAP WITH INSCRIPTION DATA.

- STAKING OF PROPOSED RIGHT OF WAY.  
SET STAKE TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY  
COLOR PLASTIC CAP WITH INSCRIPTION DATA.

- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS.  
BURIED STAKE 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY  
MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP WITH  
INSCRIPTION DATA.

- ⊙ PERMANENT SURVEY MARKER, (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT WE, CRAWFORD, MURPHY & TILLY, INC.,  
HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTIONS 29 & 32,  
TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO  
THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY  
REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED  
ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON  
AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE  
RETRACED.

DATED AT AURORA, ILLINOIS THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ A.D.

COREY E. WORTHEN  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3440  
LICENSE EXPIRATION DATE: 11/30/2018

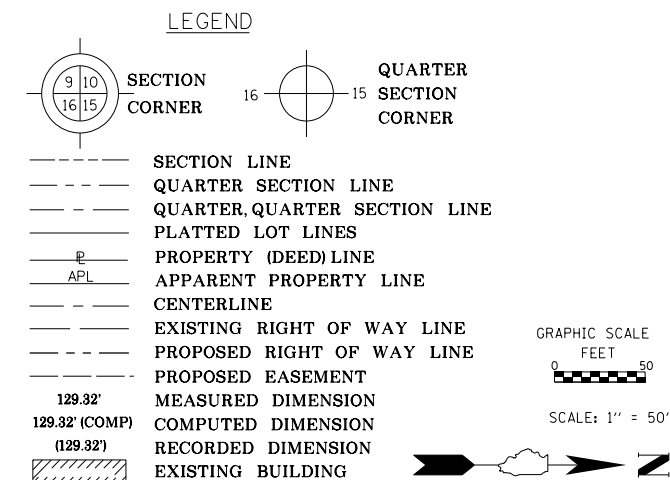
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT  
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

CRAWFORD, MURPHY & TILLY, INC.  
550 N. COMMONS DR. STE 116  
AURORA, IL 60504  
TELEPHONE: (630)820-1022

PLAT OF HIGHWAYS  
LAKE COUNTY  
DIVISION OF TRANSPORTATION  
COUNTY HIGHWAY NO. 28

SECTION: 08-00065-02-RS      SCALE: 1"=50'  
PROJECT: CEDAR LAKE ROAD (IL120-NIPPERSINK)  
STATION 788+07.22      TO STATION 800+00  
File:/sh1-plat-cedarlake-01.DGN SHEET 2 OF 6

LAKE COUNTY DIVISION OF TRANSPORTATION  
600 WEST WINCHESTER ROAD  
LIBERTYVILLE, ILLINOIS 60048



Bearings and Coordinates are referenced to the Illinois Coordinate System, NAD83, East Zone, as provided by the Illinois Department of Transportation. Scale Factor = 0.99963

- STATE OF ILLINOIS )  
 )SS  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT WE, CRAWFORD, MURPHY & TILLY, INC., HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTIONS 29 & 32, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED AT AURORA, ILLINOIS THIS      DAY OF      20      A.D.

COREY E. WORTHEL  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3440  
LICENSE EXPIRATION DATE: 11/30/2018

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT  
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

CRAWFORD, MURPHY & TILLY, INC.  
550 N. COMMONS DR. STE 116  
AURORA, IL 60504  
TELEPHONE: (630)820-1022

PARCEL OWNER INFORMATION

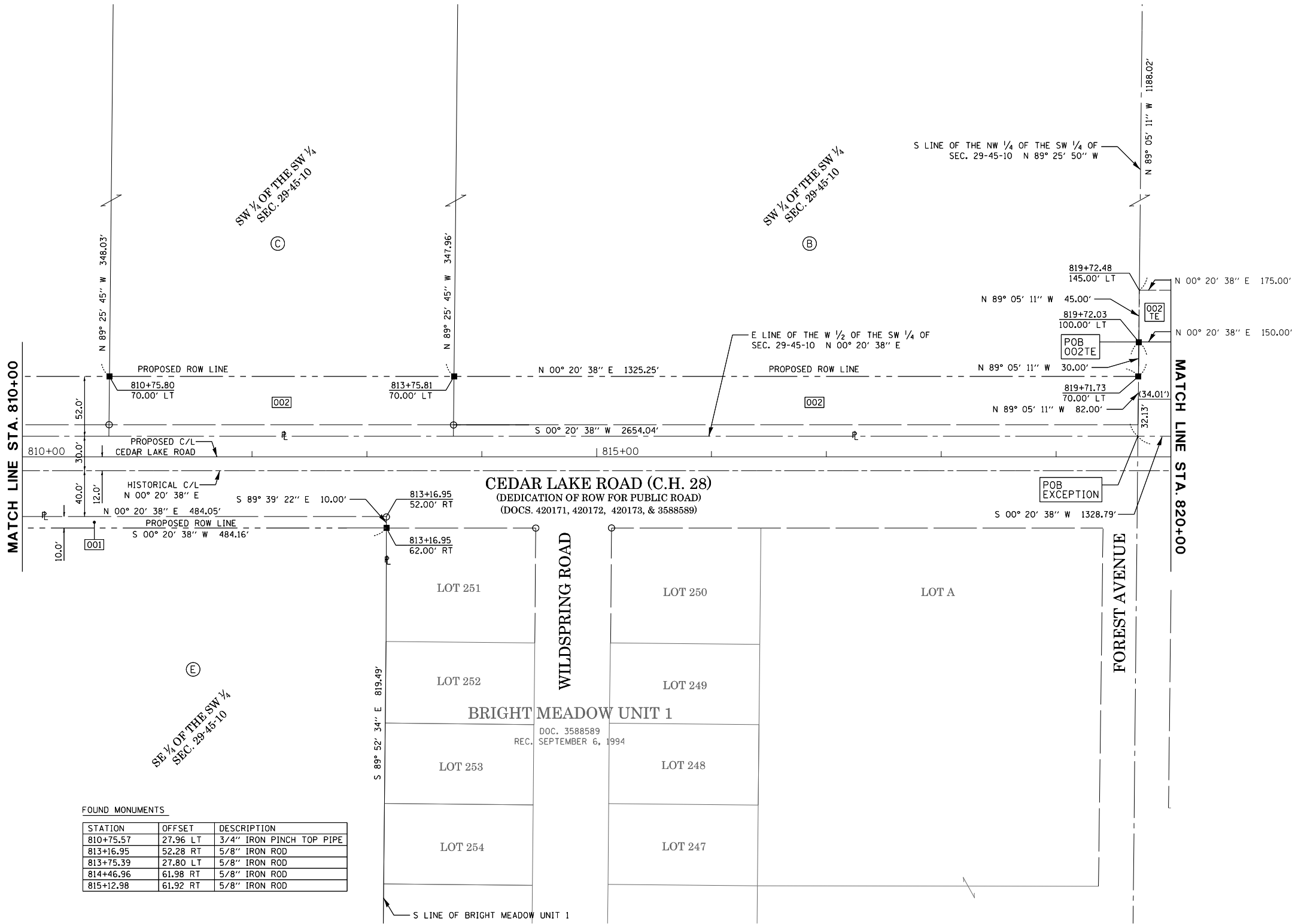
- |   |   |  |
|---|---|--|
| <p>(A) LAKE COUNTY FOREST PRESERVE DISTRICT<br/>PIN: 06-32-100-042<br/>1899 WEST WINCHESTER ROAD<br/>LIBERTYVILLE, IL 60048</p> | <p>(C) LAKE COUNTY FOREST PRESERVE DISTRICT<br/>PIN: 06-29-300-005<br/>1899 WEST WINCHESTER ROAD<br/>LIBERTYVILLE, IL 60048</p> | <p>(E) QUATTROVIENTOS INC<br/>PIN: 06-29-300-017<br/>685 NORTH CEDAR LAKE ROAD<br/>ROUND LAKE, IL 60073</p>    |
| <p>(B) LAKE COUNTY FOREST PRESERVE DISTRICT<br/>PIN: 06-29-300-003<br/>1899 WEST WINCHESTER ROAD<br/>LIBERTYVILLE, IL 60048</p> | <p>(D) LAKE COUNTY FOREST PRESERVE DISTRICT<br/>PIN: 06-29-300-001<br/>1899 WEST WINCHESTER ROAD<br/>LIBERTYVILLE, IL 60048</p> | <p>(F) VILLAGE OF ROUND LAKE<br/>PIN: 06-29-302-016<br/>442 NORTH CEDAR LAKE ROAD<br/>ROUND LAKE, IL 60073</p> |

STATE OF ILLINOIS )  
 ) SS  
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                      IN SAID COUNTY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

PLAT OF HIGHWAYS  
LAKE COUNTY  
DIVISION OF TRANSPORTATION  
COUNTY HIGHWAY NO. 28  
SECTION: 08-00065-02-RS SCALE: 1"=50'  
PROJECT: CEDAR LAKE ROAD (IL120-NIPPERSINK)  
STATION 800+00 TO STATION 810+00  
File:/sht-plat+cedarlake-02.DGN SHEET 3 OF 6



LEGEND

SECTION CORNER

QUARTER SECTION CORNER

SECTION LINE

QUARTER SECTION LINE

QUARTER, QUARTER SECTION LINE

PLATTED LOT LINES

PROPERTY (DEED) LINE

APPARENT PROPERTY LINE

CENTERLINE

EXISTING RIGHT OF WAY LINE

PROPOSED RIGHT OF WAY LINE

PROPOSED EASEMENT

MEASURED DIMENSION

COMPUTED DIMENSION

RECORDED DIMENSION

EXISTING BUILDING

GRAPHIC SCALE

FEET

SCALE: 1" = 50'

Distances and Dimensions shown are from ground.

Bearings and Coordinates are referenced to the Illinois Coordinate System, NAD83, East Zone, as provided by the Illinois Department of Transportation. Scale Factor = 0.99963

METAL PIPE OR ROD FOUND

"MAG" NAIL SET

CUT CROSS FOUND OR SET

REBAR SET

THESE STAKES REFERENCE FOUND OR SET MONUMENTATION.

SET STAKE FLUSH WITH GROUND IDENTIFIED BY COLORED PLASTIC CAP WITH INSCRIPTION DATA.

THESE STAKES IN CULTIVATED AREAS.

REFERENCE FOUND OR SET MONUMENTATION.

BURIED STAKE 20 INCHES BELOW GROUND IDENTIFIED BY COLORED PLASTIC CAP WITH INSCRIPTION DATA.

STAKING OF PROPOSED RIGHT OF WAY.

SET STAKE TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY COLOR PLASTIC CAP WITH INSCRIPTION DATA.

STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS.

BURIED STAKE 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP WITH INSCRIPTION DATA.

PERMANENT SURVEY MARKER, (TO BE SET BY OTHERS)

RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT WE, CRAWFORD, MURPHY & TILLY, INC. HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTIONS 29 & 32, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED AT AURORA, ILLINOIS THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ A.D.

COREY E. WORTHEL  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3440  
LICENSE EXPIRATION DATE: 11/30/2018

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

CRAWFORD, MURPHY & TILLY, INC.  
550 N. COMMONS DR. STE 116  
AURORA, IL 60504  
TELEPHONE: (630)820-1022

STATE OF ILLINOIS )  
 ) SS  
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 \_\_\_\_ IN SAID COUNTY.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

PLAT OF HIGHWAYS  
LAKE COUNTY  
DIVISION OF TRANSPORTATION  
COUNTY HIGHWAY NO. 28

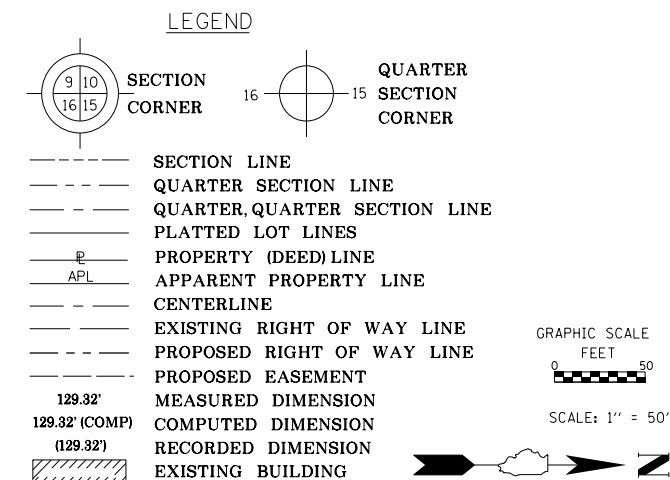
SECTION: 08-00065-02-RS SCALE: 1"=50'  
PROJECT: CEDAR LAKE ROAD (IL120-NIPPERSINK)  
STATION 810+00 TO STATION 820+00  
File:/shf-plat-cedarlake-03.DGN SHEET 4 OF 6

LAKE COUNTY DIVISION OF TRANSPORTATION  
600 WEST WINCHESTER ROAD  
LIBERTYVILLE, ILLINOIS 60048

REVISION DATE:

REVISION

DRAWN BY: JPZ



<input type="radio"/>	METAL PIPE OR ROD FOUND	<input type="radio"/>	"MAG" NAIL SET
<input type="checkbox"/>	CUT CROSS FOUND OR SET	<input type="radio"/>	REBAR SET
<input type="radio"/>	THESE STAKES REFERENCE FOUND OR SET MONUMENTATION.		
T1	SET STAKE FLUSH WITH GROUND IDENTIFIED BY COLORED PLASTIC CAP		
T2	WITH INSCRIPTION DATA.		
T3			
<input type="radio"/>	THESE STAKES, IN CULTIVATED AREAS,		
BT1	REFERENCE FOUND OR SET MONUMENTATION.		
BT2	BURIED STAKE 20 INCHES BELOW GROUND IDENTIFIED BY COLORED		
BT3	PLASTIC CAP WITH INSCRIPTION DATA.		
<input type="checkbox"/>	STAKING OF PROPOSED RIGHT OF WAY.		
	SET STAKE TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY		
	COLOR PLASTIC CAP WITH INSCRIPTION DATA.		
<input type="checkbox"/>	STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS.		
	BURIED STAKE 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY		
	MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP WITH		
	INSCRIPTION DATA.		
<input checked="" type="radio"/>	PERMANENT SURVEY MARKER, (TO BE SET BY OTHERS)		
<input type="checkbox"/>	RIGHT OF WAY STAKING PROPOSED TO BE SET		

THIS IS TO CERTIFY THAT WE, CRAWFORD, MURPHY & TILLY, INC.,  
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TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO  
THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY  
REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED  
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AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE  
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COREY E. WORTHEL  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3440  
LICENSE EXPIRATION DATE: 11/30/2018

CRAWFORD, MURPHY & TILLY, INC.  
550 N. COMMONS DR. STE 116  
AURORA, IL 60504  
TELEPHONE: (630)820-1022

SECTION: 08-00065-02-RS SCALE: 1"=50  
PROJECT: CEDAR LAKE ROAD (IL120-NIPPERSINK)  
STATION 820+00 TO STATION 830+00  
File:/sht-plat-cedarlake-04.DGN SHEET 5 OF 6

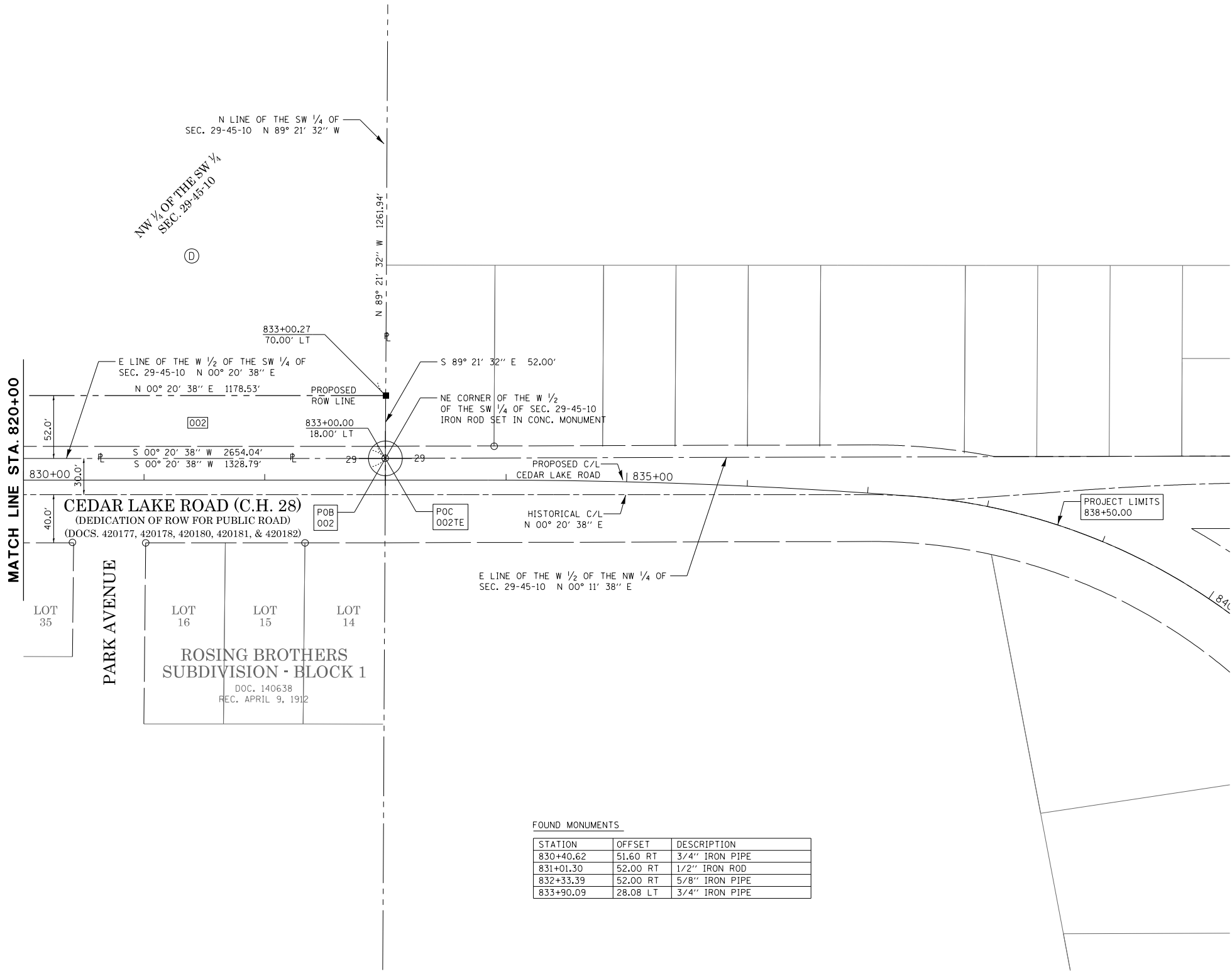
LAKE COUNTY DIVISION OF TRANSPORTATION  
600 WEST WINCHESTER ROAD  
LIBERTYVILLE, ILLINOIS 60048

(F) VILLAGE OF ROUND LAKE  
 PIN: 06-29-302-016  
 442 NORTH CEDAR LAKE ROAD  
 ROUND LAKE, IL 60073

FOUND MONUMENTS		
STATION	OFFSET	DESCRIPTION
823+15.19	52.32 RT	5/8" IRON PIPE
823+68.97	51.69 RT	3/4" IRON PIPE
824+28.63	51.71 RT	5/8" IRON PIPE
825+79.53	51.95 RT	3/4" IRON PIPE
827+77.62	52.40 RT	3/4" IRON PIPE
828+43.51	52.00 RT	1/2" IRON ROD
829+09.60	52.17 RT	1/2" IRON ROD

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

DRAWN BY: JPZ



**LEGEND**

SECTION CORNER  
QUARTER SECTION CORNER

SECTION LINE  
QUARTER SECTION LINE  
QUARTER, QUARTER SECTION LINE  
PLATTED LOT LINES  
PROPERTY (DEED) LINE  
APPARENT PROPERTY LINE  
CENTERLINE  
EXISTING RIGHT OF WAY LINE  
PROPOSED RIGHT OF WAY LINE  
PROPOSED EASEMENT  
MEASURED DIMENSION  
COMPUTED DIMENSION  
RECORDED DIMENSION  
EXISTING BUILDING

GRAPHIC SCALE  
0 50  
FEET  
SCALE: 1" = 50'

Distances and Dimensions shown are from ground.

Bearings and Coordinates are referenced to the Illinois Coordinate System, NAD83, East Zone, as provided by the Illinois Department of Transportation. Scale Factor = 0.99963

- METAL PIPE OR ROD FOUND**  
**CUT CROSS FOUND OR SET**
- "MAG" NAIL SET**  
**REBAR SET**
- THESE STAKES REFERENCE FOUND OR SET MONUMENTATION.**  
T1 SET STAKE FLUSH WITH GROUND IDENTIFIED BY COLORED PLASTIC CAP WITH INSCRIPTION DATA.  
T2  
T3
- THESE STAKES IN CULTIVATED AREAS.**  
BT1 REFERENCE FOUND OR SET MONUMENTATION.  
BT2  
BT3 BURIED STAKE 20 INCHES BELOW GROUND IDENTIFIED BY COLORED PLASTIC CAP WITH INSCRIPTION DATA.
- STAKING OF PROPOSED RIGHT OF WAY.**  
SET STAKE TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY COLOR PLASTIC CAP WITH INSCRIPTION DATA.
- STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS.**  
BURIED STAKE 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP WITH INSCRIPTION DATA.
- PERMANENT SURVEY MARKER (TO BE SET BY OTHERS)**
- RIGHT OF WAY STAKING PROPOSED TO BE SET**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

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DATED AT AURORA, ILLINOIS THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ A.D.

COREY E. WORTHEN  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3440  
LICENSE EXPIRATION DATE: 11/30/2018

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

CRAWFORD, MURPHY & TILLY, INC.  
550 N. COMMONS DR. STE 116  
AURORA, IL 60504  
TELEPHONE: (630)820-1022

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

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DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

REVISION DATE:

REVISION

DRAWN BY: JPZ

**PLAT OF HIGHWAYS**  
LAKE COUNTY  
DIVISION OF TRANSPORTATION  
COUNTY HIGHWAY NO. 28

SECTION: 08-00065-02-RS SCALE: 1"=50'  
PROJECT: CEDAR LAKE ROAD (IL120-NIPPERSINK)  
STATION 830+00 TO STATION 838+50  
File:/sh1-plat-cedarlake-05.DGN SHEET 6 OF 6

LAKE COUNTY DIVISION OF TRANSPORTATION  
600 WEST WINCHESTER ROAD  
LIBERTYVILLE, ILLINOIS 60048



**EXHIBIT G**  
**Legal descriptions for**  
**the RIGHT-OF-WAY and TEMPORARY EASEMENT**

Owner	Lake County Forest Preserve District
Address	1899 West Winchester Road Libertyville, Illinois 60048
Route	County Highway 28
County	Lake
Job No.	Cedar Lake Road Reconstruction (IL 120 to Nippersink Rd)
Parcel No.	002
P.I.N. No.	06-32-100-042 06-29-300-003 06-29-300-005 06-29-300-001
Section	08-00065-02-RS
Station	796+51.71, 69.47' LT to
Station	833+00.27, 70.00 LT
Contract No.	
Catalog No.	

#### LEGAL DESCRIPTION

Part of the West Half of the Southwest Quarter of Section 29 and the West Half of the Northwest Quarter of Section 32, Township 45 North, Range 10 East of the Third Principal Meridian, lying in Lake County, State of Illinois more particularly described as follows.

Beginning at the northeast corner of the West Half of the Southwest Quarter of Section 29, Township 45 North, Range 10 East of the Third Principal Meridian; thence South 00 degrees 20 minutes 38 seconds West along the east line of the West Half of the Southwest Quarter of said Section 29, 2654.04 feet to the southeast corner of West Half of said Southwest Quarter; thence continuing South 00 degrees 20 minutes 38 seconds West along the east line of the West Half of the Northwest Quarter of Section 32, Township 45 North, Range 10 East of the Third Principal Meridian, 446.33 feet; thence North 89 degrees 56 minutes 52 seconds West, 35.08 feet; thence South 00 degrees 20 minutes 38 seconds West, 546.91 feet; thence North 89 degrees 44 minutes 45 seconds West, 16.52 feet; thence North 00 degrees 20 minutes 38 seconds East, 993.76 feet to the north line of said Northwest Quarter of Section 32; thence continuing North 00 degrees 20 minutes 38 seconds East, 1325.25 feet to the south line of the Northwest Quarter of the Southwest Quarter of afore said Section 29; thence North 89 degrees 05 minutes 11 seconds West, 30.00 feet; thence North 00 degrees 20 minutes 38 seconds East, 150.00 feet; thence South 89 degrees 05 minutes 11 seconds East, 30.00 feet; thence North 00 degrees 20 minutes 38 seconds East, 1178.53 feet to the north line of the Southwest Quarter of said Section 29; thence South 89 degrees 21 minutes 32 seconds East, 52.00 feet to the Point of Beginning.

Excepting that part of the Northwest Quarter of the Southwest Quarter of Section 29, Township 45 North, Range 10 East of the Third Principal Meridian, more particularly described as follows.

Commencing at the northeast corner of the West Half of the Southwest Quarter of Section 29, Township 45 North, Range 10 East of the Third Principal Meridian; thence South 00 degrees 20 minutes 38 seconds West along the east line of the West Half of the Southwest Quarter of said Section 29, 1328.79 feet to

the south line of the Northwest Quarter of the Southwest Quarter of afore said Section 29; thence westerly along the east line of the West Half of the Southwest Quarter of said Section 29 for a distance of 32.13 feet to a point; thence northerly for a distance of 34.01 feet to a point that is 61.28 feet westerly of the historical center line of Cedar Lake Road as measured on a normal line thereto; thence westerly on the last mentioned normal line for a distance of 18.72 feet to a point; thence northerly parallel with the historical center line of said Cedar Lake Road for a distance of 70.0 feet to a point; thence northeasterly for a distance of 59.47 feet to a point that is 47.38 feet westerly of the historical center line of said Cedar Lake Road; thence easterly for a distance of 17.13 feet to the east line of the West Half of the Southwest Quarter of said Section 29; thence southerly along east line of the West Half of the Southwest Quarter of said Section 29 for a distance of 158.72 feet to the Point of Beginning.

Said parcels contain +/- 3.865 Square Acres, all lying in Lake County, State of Illinois.

Owner	Lake County Forest Preserve District
Address	1899 West Winchester Road Libertyville, Illinois 60048
Route	County Highway 28
County	Lake
Job No.	Cedar Lake Road Reconstruction (IL 120 to Nippersink Rd)
Parcel No.	002TE
P.I.N. No.	06-29-300-001
Section	08-00065-02-RS
Station	819+72.03, 100.00' LT to
Station	821+47.79, 145.00 LT
Contract No.	
Catalog No.	

#### **LEGAL DESCRIPTION**

Part of the West Half of the Southwest Quarter of Section 29, Township 45 North, Range 10 East of the Third Principal Meridian, lying in Lake County, State of Illinois more particularly described as follows.

Commencing at the northeast corner of the West Half of the Southwest Quarter of Section 29, Township 45 North, Range 10 East of the Third Principal Meridian; thence South 00 degrees 20 minutes 38 seconds West along the east line of the West Half of the Southwest Quarter of said Section 29, 1328.79 feet to the south line of the Northwest Quarter of the Southwest Quarter of afore said Section 29; thence North 89 degrees 05 minutes 11 seconds West, 82.00 feet to the Point of Beginning.



From said Point of Beginning; thence North 89 degrees 05 minutes 11 seconds west, 45.00 feet; thence North 00 degrees 20 minutes 38 seconds East, 175.00 feet; thence South 89 degrees 05 minutes 11 seconds East, 75.00 feet; thence South 00 degrees 20 minutes 38 seconds East, 25.00 feet; thence North 89 degrees 05 minutes 11 seconds West, 30.00 feet; thence South 00 degrees 20 minutes 38 seconds West, 150.00 feet to the Point of Beginning.

Said parcel contains +/- 8,625 Square Feet or +/- 0.198 Square Acres, all lying in Lake County, State of Illinois.

# Exhibit H

Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, IL 60048  
847-367-8640  
www.lcfd.org

## Legend

-  Forest Preserve Boundary
-  License Premises



Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
should not be used to determine setbacks for  
structure or as a basis for purchasing property.

Prepared using information from:  
Lake County Department of Information  
& Technology: GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60085-4357  
847-377-2373

0 125 250 500 Feet

2015 Aerial Photo

Map Prepared 20 February 2017

## Nippersink Forest Preserve

