

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE VILLAGE OF LONG GROVE  
FOR A HIGHWAY IMPROVEMENT PROJECT ALONG  
OLD MCHENRY ROAD (COUNTY HIGHWAY 32) INCLUDING THE  
CONSTRUCTION OF MULTI-USE PATH, SIDEWALK,  
PEDESTRIAN LIGHTING, TRAFFIC SIGNALS,  
AND DEDICATION OF RIGHT-OF-WAY  
AND GRANTING OF TEMPORARY EASEMENT**

**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 VILLAGE of LONG GROVE, an Illinois Municipal Corporation, acting by and through its VILLAGE BOARD 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 and non-motorized facility improvements along Old McHenry Road (County Highway 32) from Illinois Route 53 to Cuba Road (hereinafter IMPROVEMENT). Said IMPROVEMENT shall include, but not be limited to, the reconstruction, widening, and resurfacing of Old McHenry Road, curb and gutter, construction of multi-use path, sidewalk, pedestrian lighting, and the installation of permanent traffic control signals. The IMPROVEMENT shall be referred to as County Section 11-00083-09-RS. As of this writing the current letting date for the IMPROVEMENT is February 20, 2018; and,

**WHEREAS**, the IMPROVEMENT is located within the VILLAGE’s corporate limits and the COUNTY has maintenance and jurisdictional authority over Old McHenry Road; and,

**WHEREAS**, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared for the COUNTY by TranSystems Corporation (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated February 17, 2017 (Pre-Final version); and,

**WHEREAS**, the VILLAGE is desirous that the COUNTY include the construction of a multi-use path along Old McHenry Road, inclusive of the construction of concrete ramps and/or sidewalk with detectable warnings at intersections(hereinafter MULTI-USE PATH) as a municipal facility and as detailed in the PLANS, within the VILLAGE corporate limits and within a portion of the Old McHenry Road right-of-way, as part of the IMPROVEMENT for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, the VILLAGE is desirous that the COUNTY include the construction of concrete sidewalk along Old McHenry Road and along Robert Parker Coffin Road, inclusive of the construction of concrete ramps and/or sidewalk with detectable warnings at intersections, (hereinafter SIDEWALK) as a municipal facility and as detailed in the PLANS, within the VILLAGE corporate limits and within a portion of the Old McHenry Road and Robert Parker Coffin Road rights-of-way, as part of the IMPROVEMENT for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, a portion of the SIDEWALK at the southwest corner of Old McHenry Road and Robert Parker Coffin Road necessitates the installation of retaining walls (hereinafter WALLS) due to the elevation of the existing topography; and,

**WHEREAS**, the VILLAGE is desirous that the COUNTY include the construction of pedestrian lighting, inclusive of light poles, luminaries, foundations, and conduit/unit ducts, (hereinafter PEDESTRIAN LIGHTING) as a municipal facility and as detailed in the PLANS, within the VILLAGE corporate limits and within a portion of the Old McHenry Road right-of-way, as part of the IMPROVEMENT for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, upon completion of the IMPROVEMENT said MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING shall be owned and maintained by the VILLAGE at its sole expense in perpetuity without reimbursement from the COUNTY; and,

**WHEREAS**, the VILLAGE MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING shall collectively be known as municipal facilities (hereinafter MUNICIPAL FACILITIES); and,

**WHEREAS**, the IMPROVEMENT includes the installation of permanent traffic control signals, equipment with interconnection to the COUNTY's Program for Arterial Signal Synchronization and Travel Guidance (hereinafter PASSAGE) and emergency vehicle pre-emption system, (collectively hereinafter SIGNALS), at the intersection of Old McHenry Road and Robert Parker Coffin Road; and,

**WHEREAS**, the installation, energy, maintenance and future costs for the SIGNALS included with the IMPROVEMENT are as detailed hereafter in THIS AGREEMENT; and,

**WHEREAS**, it has been determined by engineering studies that, in order to construct said IMPROVEMENT, the COUNTY requires a temporary easement on VILLAGE-owned property at the northeast corner of Old McHenry Road and Archer Road (hereinafter TEMPORARY EASEMENT); and,

**WHEREAS**, the VILLAGE shall grant said TEMPORARY EASEMENT for the IMPROVEMENT to the COUNTY without reimbursement from the COUNTY; and,

**WHEREAS**, it has been determined by engineering studies that, in order to construct said IMPROVEMENT, the COUNTY requires a dedication of RIGHT-OF-WAY of VILLAGE-owned property at the northeast corner of Old McHenry Road and Archer Road (hereinafter RIGHT-OF-WAY); and,

**WHEREAS**, the VILLAGE shall dedicate said RIGHT-OF-WAY for the IMPROVEMENT to the COUNTY without reimbursement from the COUNTY; and,

**WHEREAS**, a general depiction of the IMPROVEMENT is as indicated in EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, the Plat of Highways and legal descriptions showing the TEMPORARY EASEMENT and RIGHT-OF-WAY (hereinafter PLAT) are included as EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, the estimated total cost to the VILLAGE for its share of the MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING, constructed as part of the IMPROVEMENT is as indicated in EXHIBIT C to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, in 2009 the VILLAGE made a cash donation to the COUNTY in the amount of \$85,900 for a future turn lane on Old McHenry Road at Archer Road associated with the construction of Archer Road (hereinafter CASH DONATION); and,

**WHEREAS**, it has been determined by engineering studies that the future turn lane on Old McHenry Road at Archer Road is no longer necessary and the COUNTY will apply the full amount of said CASH DONATION as a credit to the VILLAGE's estimated total cost of the IMPROVEMENT as indicated in EXHIBIT C to this AGREEMENT; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 ct seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and,

**WHEREAS**, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and of the VILLAGE and will be permanent in nature; 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 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.**

### **The Design and Construction of the IMPROVEMENT, VILLAGE Reimbursement to the COUNTY and Maintenance of the MUNICIPAL FACILITIES**

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, with reimbursement from the VILLAGE as hereinafter stipulated.

As of this writing, the current PLANS are the Pre-final set of plans and specifications prepared by TranSystems Corporation., with a submission date of February 17, 2017 (Pre-Final version). Said PLANS, by reference herein, hereby become a part hereof.

The VILLAGE shall have the opportunity to review and approve the PLANS with respect to the MUNICIPAL FACILITIES. Said review and approval of the PLANS by the VILLAGE shall not be unnecessarily withheld.

2. It is mutually agreed by and between the parties hereto that the COUNTY shall process the construction of the IMPROVEMENT to be let and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is February 20, 2018. (The letting date is subject to change, without notice to the VILLAGE, and is dependent upon project readiness and the availability of project funding.)
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, with reimbursement from the VILLAGE as hereinafter stipulated.
4. 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, including the MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING, 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 reimbursement from the VILLAGE as hereinafter stipulated.
5. The VILLAGE agrees that the VILLAGE will initiate the electric service and set up the appropriate account with ComEd for the PEDESTRIAN LIGHTING.
6. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-MOTORIZED POLICY), sets forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new SIDEWALK and MULTI-USE PATH within COUNTY Highway rights-of-way and WALLS necessitated by new SIDEWALK and MULTI-USE PATH.

The VILLAGE agrees that the sharing of costs for the installation of the SIDEWALK, WALLS and MULTI-USE PATH shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering and construction of the SIDEWALK and MULTI-USE PATH, with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of Construction, Design Engineering and Construction Engineering Supervision costs for the SIDEWALK and MULTI-USE PATH, as indicated in EXHIBIT C.

7. The VILLAGE shall be responsible for one hundred percent (100%) of the costs for the PEDESTRIAN LIGHTING [i.e. one hundred percent (100%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of Construction Engineering Supervision costs related to the PEDESTRIAN LIGHTING].
8. The COUNTY shall apply the full amount of the CASH DONATION by the VILLAGE as a credit, in the amount of \$85,900 towards the estimated cost to the VILLAGE for the SIDEWALK, WALLS, MULTI-USE PATH and PEDESTRIAN LIGHTING as indicated in EXHIBIT C.
9. The COUNTY shall require the successful bidder to name the VILLAGE as an additional insured on any liability coverage required pursuant to such contracts with respect to any contract work performed on VILLAGE property or facilities, and require the successful bidder to indemnify and hold harmless the VILLAGE.
10. The COUNTY agrees to construct the MULTI-USE PATH, SIDEWALK, WALLS AND PEDESTRIAN LIGHTING in accordance with the PLANS, with reimbursement from the VILLAGE as hereinafter specified. The total cost to the VILLAGE under THIS AGREEMENT for the construction of said MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING as part of the IMPROVEMENT is estimated to be \$370,324, inclusive of Design Engineering costs and Construction Engineering Supervision costs and inclusive of the CASH DONATION credit, and as indicated in EXHIBIT C to THIS AGREEMENT.

The VILLAGE further agrees that upon award of the construction contract, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING, an amount equal to ninety-five percent (95%) of its obligation for the MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$351,808.

The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING upon completion of the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$18,516.

11. It is mutually agreed that upon completion of the IMPROVEMENT and upon notice from the COUNTY, the MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING within the COUNTY highway right-of-way of Old McHenry Road will be owned and maintained, or cause to be maintained, by the VILLAGE in perpetuity without reimbursement by the COUNTY, including making future changes or revisions to the MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING as needed because of operations of the LCDOT. The COUNTY will not have any obligation to maintain said MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING constructed by the IMPROVEMENT.
12. It is mutually agreed by and between the parties hereto that the VILLAGE must submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by December 1, 2017 for the SIDEWALK, WALLS PEDESTRIAN LIGHTING and the MULTI-USE PATH, the approval of which shall not be unnecessarily withheld by the COUNTY.
13. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the MULTI-USE PATH, SIDEWALK, WALLS and PEDESTRIAN LIGHTING within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm.

### **SECTION III.**

#### **The Construction, Maintenance and Future Costs of the SIGNALS**

1. It is mutually agreed by and between the parties hereto that the COUNTY will cause initial installation of the SIGNALS as part of the IMPROVEMENT to be completed without reimbursement from the VILLAGE and the SIGNALS shall be the sole and exclusive property of the COUNTY.
2. It is mutually agreed by and between the parties hereto that the VILLAGE will initiate the electric service and set up the appropriate account with ComEd for the SIGNALS.

3. The VILLAGE agrees that upon completion of the IMPROVEMENT, the COUNTY shall have the sole and exclusive right to control, operate, and regulate the sequence and all other aspects of the timing of the SIGNALS at the intersection of Old McHenry Road and Robert Parker Coffin Road.
4. It is mutually agreed by and between the parties hereto that upon completion of the IMPROVEMENT, the COUNTY will be responsible for the maintenance and communications for the SIGNALS, subject to reimbursement by the VILLAGE as hereinafter stipulated. The costs associated with said maintenance shall be apportioned based on the jurisdiction of legs at the signalized intersection.

It is further mutually agreed that the Master Agreement for COUNTY- Owned Traffic Control Devices between the COUNTY and the VILLAGE shall govern energy, maintenance and future costs associated with COUNTY-owned traffic control devices located within the limits of the IMPROVEMENT that are subject to THIS AGREEMENT. Said Master Agreement by reference herein is hereby made a part hereof. A draft copy of said Master Agreement is attached hereto as Exhibit D.

#### **SECTION IV.**

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

1. The COUNTY agrees to prepare, or cause to be prepared, at its sole expense, all necessary documents for the granting of the TEMPORARY EASEMENT and dedication of RIGHT-OF-WAY.
2. The VILLAGE agrees to grant to the COUNTY, for the purpose of constructing said IMPROVEMENT, TEMPORARY EASEMENT, and to dedicate RIGHT-OF-WAY, pursuant to the PLAT, without reimbursement from the COUNTY.
3. Provided it is consistent with the provisions, paragraphs and words of THIS AGREEMENT, the VILLAGE agrees to execute and return to the COUNTY's County Engineer (hereinafter COUNTY ENGINEER) the necessary land acquisition and/or conveyance documents for said TEMPORARY EASEMENT and RIGHT-OF-WAY within ten (10) working days of the receipt of said documents.



4. The VILLAGE agrees to grant the TEMPORARY EASEMENT and dedicate RIGHT-OF-WAY to the COUNTY. The term of the TEMPORARY EASEMENT shall commence upon the start of construction of the IMPROVEMENT and end on the earlier of (i) that date that is three (3) years after the start of construction of the IMPROVEMENT and (ii) the end of construction of the IMPROVEMENT.

## **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 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 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. The COUNTY agrees to indemnify, defend and hold harmless the VILLAGE, its elected officials and its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to hereinafter as “claims”) arising from and relating to the design and construction of the IMPROVEMENT as heretofore described.

5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on December 1, 2017, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to December 1, 2017. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to December 1, 2017, 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.
6. It is mutually agreed by and between the parties hereto that THIS AGREEMENT and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. It is further agreed 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.
7. 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, the illegality of such provision shall not affect the remaining portions of THIS AGREEMENT.
8. 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.
9. 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.
10. 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 other party, except as provided for in THIS AGREEMENT.
11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

12. 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, 2022.

**ATTEST:**

\_\_\_\_\_  
Village Clerk

**VILLAGE OF LONG GROVE**

By: \_\_\_\_\_  
Village President

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

**RECOMMENDED FOR EXECUTION**

\_\_\_\_\_  
Shane E. Schneider, P.E.  
Director of Transportation/ County Engineer  
Lake County

**COUNTY OF LAKE**

**ATTEST:**

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

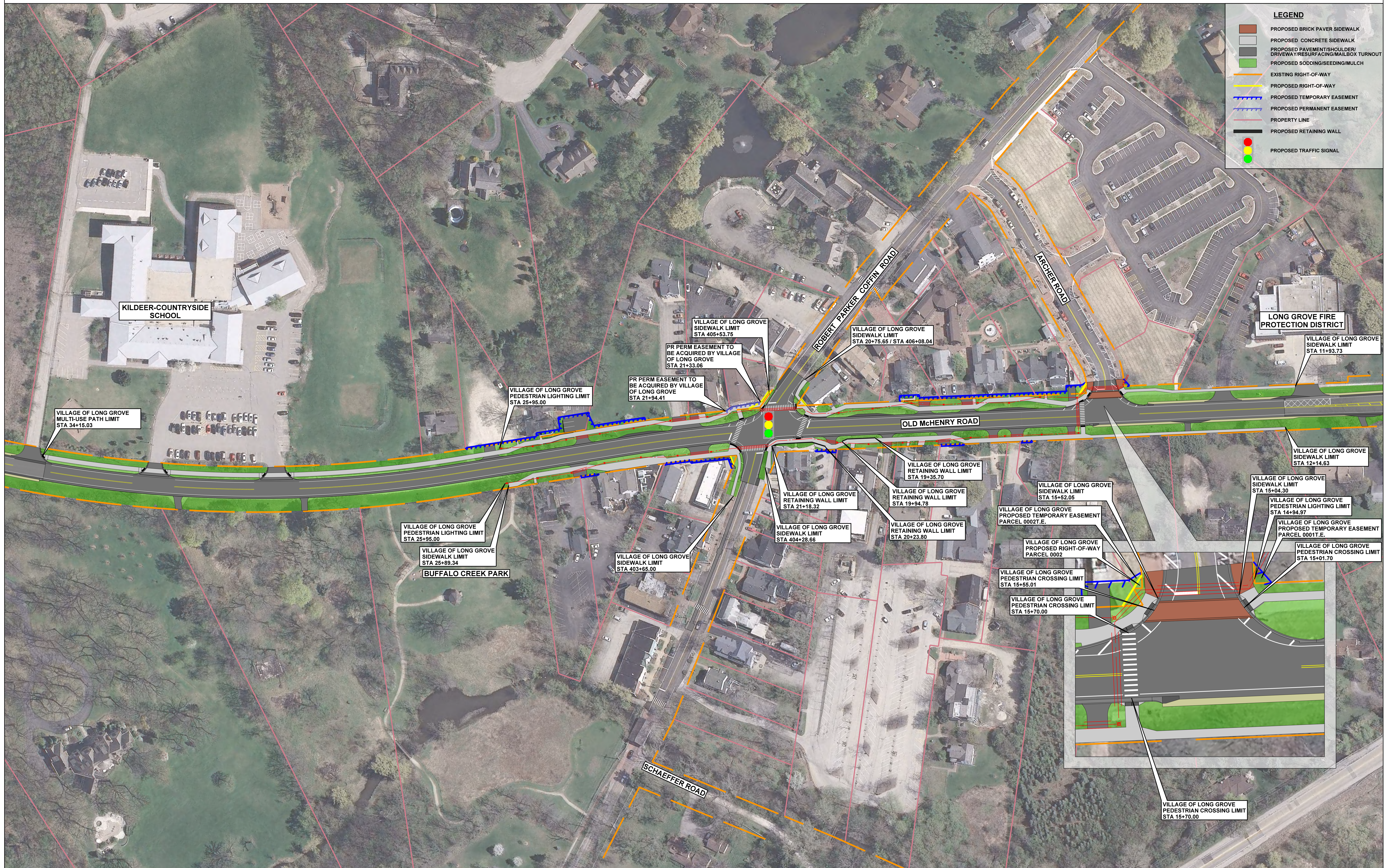
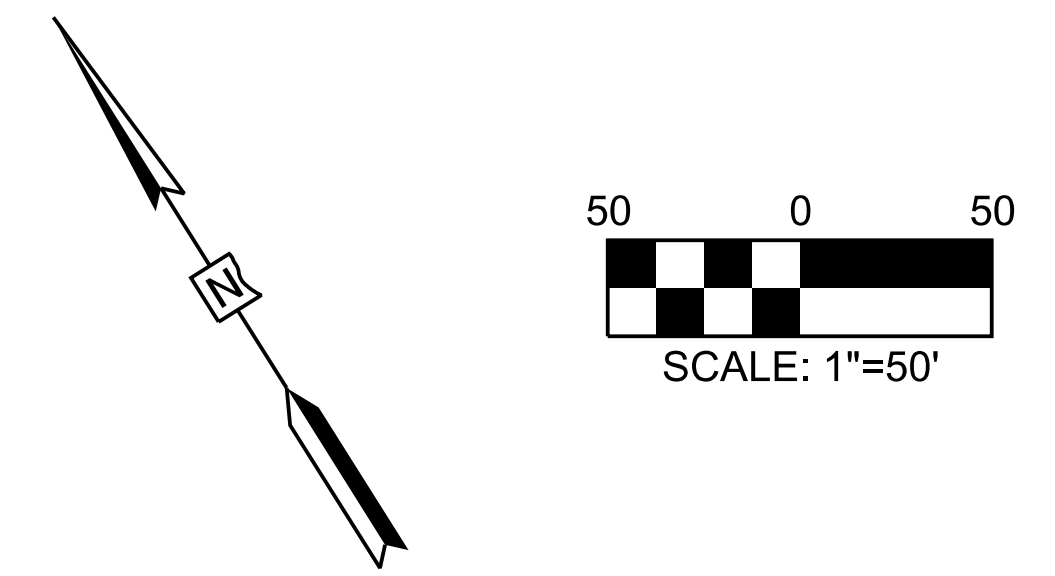
By: \_\_\_\_\_  
Chairman  
Lake County Board

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

**EXHIBIT A**  
**General Depiction of the IMPROVEMENT**  
*County Section 11-00083-09-RS*



# OLD MCHENRY ROAD SECTION 11-00083-09-RS VILLAGE OF LONG GROVE VILLAGE IMPROVEMENTS





**EXHIBIT B**  
**PLAT OF HIGHWAYS**  
*County Section 11-00083-09-RS*  
Includes the legal descriptions for  
the **TEMPORARY EASEMENT** and **RIGHT-OF-WAY**

PART OF THE NW 1/4 OF SEC. 30, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.

STATE OF ILLINOIS }  
COUNTY OF LAKE }  
I, PAULA J. TRIGG, COUNTY ENGINEER OF LAKE COUNTY, ILLINOIS, 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 32 IN  
SAID COUNTY.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D.

COUNTY ENGINEER

Existing & Proposed  
Pavement  
Archer Road  
Curve #1

P.L. = Sta. 100+80.55  
Δ = 27°28'20"  
R = 100.00'  
T = 24.44'  
L = 47.95'  
P.C. = Sta. 100+56.11  
P.T. = Sta. 101+04.06

See Sheet 11  
for Total Holdings  
Parcel 0002  
& 0002T.E.

See Sheet 3 for  
Parcel 0003-A &  
0003T.E.

EXISTING R.O.W. RECORDED INFORMATION		
Parcel	Document No.	Date Recorded
0001	6529810	October 7, 2009
0001	6798242	December 12, 2011
0002	6529810	October 7, 2009
0002	6798242	December 12, 2011
0004	521616	November 27, 1942
-----	521238	November 17, 1942
-----	521239	November 17, 1942
-----	521242	November 17, 1942
-----	521442	November 23, 1942
-----	521447	November 23, 1942
-----	521617	November 27, 1942
-----	521618	November 27, 1942

## LEGEND

- SECTION CORNER 16 15 QUARTER SECTION CORNER
- SECTION LINE  
QUARTER SECTION LINE  
QUARTER SECTION LINE  
PLATTED LOT LINE  
PROPERTY (DEED) LINE
- APPARENT PROPERTY LINE  
EXISTING CENTER LINE  
PROPOSED CENTER LINE  
EXISTING RIGHT OF WAY LINE  
PROPOSED RIGHT OF WAY LINE  
EXISTING EASEMENT  
PROPOSED EASEMENT  
EXISTING ACCESS CONTROL LINE  
PROPOSED ACCESS CONTROL LINE  
MEASURED DIMENSION  
COMPUTED DIMENSION  
RECORD DIMENSION
- EXISTING BUILDING
- Bearings and Coordinates are referenced to the  
Illinois Coordinate System NAD 83(2011) East Zone.
- IRON PIPE OR ROD FOUND      ⊕ "MAG" NAIL SET  
+ CUT CROSS FOUND OR SET      ● 5/8" REBAR SET
- T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8 INCH  
T2 IRON ROD FLUSH WITH GROUND TO THE FOUND IRON STAKE. IDENTIFIED BY  
T3 COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- BT1 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONU-  
BT2 MENTATION. BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO THE  
BT3 FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SUR-  
VEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY  
MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION  
DATA AND SURVEYORS REGISTRATION NUMBER.
- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8  
INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY  
MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING  
SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T STD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET.

STATE OF ILLINOIS }  
COUNTY OF LAKE }  
THIS IS TO CERTIFY THAT WE, JORGENSEN & ASSOCIATES, INC., AN ILLINOIS  
PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-2771, HAVE  
SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 30, TOWNSHIP 43N.,  
RANGE 11E, 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.  
MADE FOR THE LAKE COUNTY DIVISION OF TRANSPORTATION, STATE OF ILLINOIS.  
DATED AT LAKE VILLA, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D.

PRESIDENT  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2797  
LICENSE EXPIRATION DATE: NOVEMBER 30, 2018

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

All dimensions are measured unless otherwise specified.  
Areas shown on this plat are ground.  
All measured and computed distances are grid not ground.  
To obtain ground distances, divide grid distances shown by  
the combined factor of 0.9999548166.

PROJECT COORDINATES Illinois Coordinate System NAD 83(2011) East Zone			
STATION	OFFSET	NORTH	EAST
13+94.36	50.00' Rt.	2,007,445.018	1,075,766.153
13+99.98	40.00' Rt.	2,007,439.120	1,075,756.315
14+85.00	50.00' Rt.	2,007,489.952	1,075,687.438
14+94.97	50.00' Rt.	2,007,494.895	1,075,678.780

JORGENSEN & ASSOCIATES, INC.  
120 PARK AVENUE  
LAKE VILLA, ILLINOIS 60046  
(847) 356-3371

## PLAT OF HIGHWAYS LAKE COUNTY

### DIVISION OF TRANSPORTATION

OLD MCHENRY ROAD (COUNTY HIGHWAY #32)

LIMITS: ILLINOIS ROUTE 53 TO CUBA ROAD LAKE COUNTY  
SECTION: 11-00083-09-RS JOB NO.  
STATION 13+00 TO STATION 18+00  
STATION 100+00.00 TO STATION 102+00  
SCALE: 1"=20' SHEET 2 OF 16

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

REVISION DATE

REVISION

MADE BY

VILLAGE OF LONG GROVE  
LAKE COUNTY, ILLINOIS



RIGHT-OF-WAY PLATS

CH32 083 11-00083-09-RS EXHIBIT B

Sheet 1 of 3

Route : Old McHenry Road (County Highway 32)  
Section: 11-00083-09-RS  
County : Lake  
Job No.:  
Parcel : 0002  
Sta. 100+50.00 To Sta. 100+58.35

Index No. 15-30-110-001

That part of Lot 1-W in Archer Lots Subdivision, being a subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 30, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded December 12, 2011 as document number 6798242, in Lake County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999548166, described as follows:

Beginning at the southwest corner of said Lot 1-W; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 64 degrees 01 minute 37 seconds East, a distance of 9.22 feet to the southeasterly line of said Lot 1-W; thence southwesterly 1.50 feet along the southeasterly line of said Lot 1-W on a curve to the right having a radius of 67.00 feet, the chord of said curve bears South 29 degrees 04 minutes 49 seconds West, 1.50 feet to a point of tangency on said southeasterly line of Lot 1-W; thence South 29 degrees 43 minutes 10 seconds West along the southeasterly line of said Lot 1-W, a distance of 6.12 feet (6.11 feet, recorded) to the southeast corner of Lot 1-W; thence North 60 degrees 16 minutes 50 seconds West along the southwesterly line of said Lot 1-W, a distance of 5.21 feet to the point of beginning.

Said parcel containing 20 square feet, more or less.



Route : Old McHenry Road (County Highway 32)  
Section: 11-00083-09-RS  
County : Lake  
Job No.:  
Parcel : 0002T.E.  
Sta. 100+50.00 To Sta. 100+61.00

Index No. 15-30-110-001

That part of Lot 1-W in Archer Lots Subdivision, being a subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 30, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded December 12, 2011 as document number 6798242, in Lake County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999548166, described as follows:

Beginning at the southwest corner of said Lot 1-W; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 64 degrees 01 minute 37 seconds East, a distance of 9.22 feet to the southeasterly line of said Lot 1-W; thence northeasterly 1.78 feet along the southeasterly line of said Lot 1-W on a curve to the left having a radius of 67.00 feet, the chord of said curve bears North 27 degrees 40 minutes 50 seconds East, 1.78 feet; thence North 89 degrees 51 minutes 43 seconds West, a distance of 8.89 feet to the west line of said Lot 1-W; thence South 2 degrees 14 minutes 50 seconds West along the west line of said Lot 1-W, a distance of 5.64 feet to the point of beginning.

Said temporary easement containing 0.001 acre, more or less, or 30 square feet, more or less.

Said temporary easement to be used for grading purposes.

**EXHIBIT C**  
**Breakdown of Costs for Engineering and Construction**  
*County Section 11-00083-09-RS*

Pay Item	Estimated Cost	Estimated COUNTY Costs		Estimated VILLAGE Costs	
		Percentage	Amount	Percentage	Amount
SIDEWALK/WALLS/MULTI-USE PATH Construction (1)	\$298,925	80%	\$239,140	20%	\$ 59,785
Engineering & Construction Engineering Supervision (equal to 17% of construction costs)	\$50,817	80%	\$40,654	20%	\$ 10,163
Estimated Subtotal for SIDEWALK/WALLS/ MULTI-USE PATH	\$349,743	80%	\$279,794	20%	\$ 69,949
PEDESTRIAN LIGHTING Construction (1)	\$330,150	0%	\$0	100%	\$330,150
Engineering & Construction Engineering Supervision (equal to 17% of construction costs)	\$56,126	0%	\$0	100%	\$56,126
Estimated Subtotal for PEDESTRIAN LIGHTING	\$387,276	0%	\$0	100%	\$386,276
	Sub-Total Estimated VILLAGE Costs				\$ 456,224
	Credit to Village for CASH DONATION				\$ 85,900
	<b>Total Estimated VILLAGE Costs</b>				<b>\$ 370,324</b>

1-Source: Engineer's estimates of Probable costs prepared by TranSystems Corporation, dated 8/26/17

**EXHIBIT D**  
**Draft Master Agreement for**  
**COUNTY-Owned Traffic Control Devices**

# EXHIBIT D

## **MASTER AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF LONG GROVE FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS ASSOCIATED WITH COUNTY-OWNED TRAFFIC CONTROL DEVICES**

**THIS MASTER 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 VILLAGE OF LONG GROVE, an Illinois Municipal Corporation, acting by and through its Village President and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as “parties” to THIS MASTER AGREEMENT, and either one is referred to individually as a “party” to THIS MASTER AGREEMENT.

### **WITNESSETH**

**WHEREAS**, THIS MASTER AGREEMENT defines responsibilities for the energy, maintenance and future costs of the traffic control signal devices with equipment, which may or may not contain street lights, emergency vehicle pre-emption system(s) (hereinafter EVPS) and Lake County PASSAGE, which is the County’s system of interconnected traffic signals, cameras and network equipment (collectively hereinafter TRAFFIC SIGNALS) for the COUNTY-owned TRAFFIC SIGNALS (hereinafter COUNTY SIGNALS) located at intersections as listed in EXHIBIT A of THIS MASTER AGREEMENT, which is attached hereto and hereby made a part hereof; and,

**WHEREAS**, in order to allow priority access through signalized intersections, emergency vehicles may be equipped with apparatuses that broadcast a visible light or invisible infrared signal (hereinafter EMITTERS) which communicate with EVPS equipment;

**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 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 MASTER AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS MASTER AGREEMENT shall control.

## **SECTION II.**

### **Energy Costs, Maintenance Costs and Future Costs for COUNTY SIGNALS**

1. It is mutually agreed by and between the parties that energy costs required for the operation of all COUNTY SIGNALS located at the intersections as listed in the attached EXHIBIT A shall be proportioned as indicated in EXHIBIT A.
2. It is mutually agreed by and between the parties hereto that MAINTENANCE, as it applies to any of the COUNTY SIGNALS located at any of the intersections as listed in the attached EXHIBIT A shall be understood to mean that as defined under the COUNTY's then current Traffic Signal Maintenance Contract, which, by reference herein, is hereby made a part hereof.
3. The COUNTY agrees to perform MAINTENANCE for the COUNTY SIGNALS with reimbursement from the VILLAGE per the cost-sharing schedule detailed in the attached EXHIBIT A.
4. It is mutually agreed by and between the parties hereto that, from time to time, the COUNTY SIGNALS may require modernization, improvement, revision, replacement, major repairs, and upgrading (hereinafter referred to as FUTURE WORK) having associated costs (hereinafter FUTURE COSTS). It is further mutually agreed by and between the parties that the COUNTY, in cooperation with the VILLAGE, when appropriate, shall determine the extent of any FUTURE WORK and that a notice of no less than one (1) year for any FUTURE WORK shall be provided by and between the parties for planning and budgeting purposes.
5. The VILLAGE agrees to reimburse the COUNTY for all FUTURE COSTS of said FUTURE WORK performed by the COUNTY for COUNTY SIGNALS per the cost-sharing schedule detailed in the attached EXHIBIT A.
6. It is mutually agreed by and between the parties hereto that EXHIBIT A of THIS MASTER AGREEMENT may be amended by Letter of Concurrence signed by both parties to add, delete or modify intersections with TRAFFIC SIGNALS. Said additions, deletions or modifications may result in changes to the respective cost-sharing responsibilities of the parties hereto, as these relate to maintenance costs and FUTURE COSTS and will be reflected in said EXHIBIT A. The COUNTY's County Engineer (hereinafter the COUNTY ENGINEER) shall act on behalf of the COUNTY as said actions relate to changes to EXHIBIT A, and the chief elected official shall act on behalf of the VILLAGE as said actions relate to changes to EXHIBIT A.

7. The VILLAGE agrees that, by executing THIS MASTER AGREEMENT, the VILLAGE concurs in the COUNTY award of the COUNTY's traffic signal maintenance contract in accordance with the standard policies and procedures as adopted and used by the COUNTY.

The VILLAGE further agrees that the COUNTY's traffic signal maintenance contractor, as well as any maintenance prices, may change at any time without prior written notice to the VILLAGE.

8. The VILLAGE agrees that the COUNTY shall have the sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of all COUNTY SIGNALS.

### **SECTION III.**

#### **Treatment of VILLAGE-Owned EMITTERS**

1. If the VILLAGE operates EMITTERS for any reason, the VILLAGE shall monitor the operation of the EVPS located at those intersections listed in the attached EXHIBIT A, and, if any portion of the EVPS is not functioning as designed, it is the responsibility of the VILLAGE to make prompt notification to the COUNTY of the operational problems of said EVPS at said intersections.
2. The COUNTY reserves the right to modify, modernize, upgrade, improve, revise, replace, repair, remove or re-install any or all of the EVPS equipment at any of the INTERSECTIONS, excluding the EMITTERS (which are the property of the VILLAGE), as may be best determined by the COUNTY ENGINEER.
3. The VILLAGE agrees that, should there exist or arise issues of compatibility between the COUNTY's EVPS and the VILLAGE's EMITTERS, the VILLAGE shall be responsible for one-hundred percent (100%) of all costs (including equipment costs and/or repair costs) necessary to remedy said issues of compatibility, including the purchase of new EMITTERS; however, in such cases, the COUNTY shall make a reasonable, "good faith" effort to rectify said issues using COUNTY personnel and resources, but shall in no case incur any monetary expense in its attempts to rectify said issues.

**SECTION IV.**  
**General Provisions**

1. It is mutually agreed by and between the parties hereto that payments due to the COUNTY by the VILLAGE in accordance with the provisions of THIS MASTER AGREEMENT shall be made in a lump sum amount for the full amount within thirty (30) days of the receipt of invoice billings from the COUNTY.
2. It is mutually agreed by and between the parties hereto that THIS MASTER 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, manage, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that nothing contained in THIS MASTER AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, officers, employees and agents), the agent, representative or employee of the COUNTY for any purpose 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 MASTER AGREEMENT.
4. 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 MASTER 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 MASTER AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS MASTER 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.
5. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be deemed to take effect on **December 1, 2017**, provided the duly authorized agents of the parties hereto duly execute THIS MASTER AGREEMENT by affixing their signatures prior to **December 1, 2017**. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS MASTER AGREEMENT is subsequent to **December 1, 2017**, the effective date of THIS MASTER 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.

6. It is mutually agreed by and between the parties hereto that THIS MASTER 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.
7. It is mutually agreed by and between the parties hereto that the provisions of THIS MASTER AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS MASTER 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 MASTER AGREEMENT.
8. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS MASTER AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof. Any prior agreements between the parties hereto shall remain in full force and effect except as modified by THIS MASTER AGREEMENT.
9. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS MASTER AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
10. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
11. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS MASTER AGREEMENT.



12. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall remain in full force and effect for such a period of time as any of the COUNTY SIGNALS and VILLAGE SIGNAL located at any of the intersections listed in the attached EXHIBIT A remain in place, in use and in operation.

**ATTEST:**

\_\_\_\_\_  
VILLAGE Clerk

**VILLAGE OF LONG GROVE**

By: \_\_\_\_\_  
Village President

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

**RECOMMENDED FOR EXECUTION**

\_\_\_\_\_  
Shane E. Schneider, P.E.  
Director of Transportation/County Engineer  
Lake County

**ATTEST:**

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

**COUNTY OF LAKE**

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

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

**COUNTY-OWNED SIGNALS  
EXHIBIT A  
DIVISION OF COSTS  
12/1/2017**

Location of COUNTY-owned SIGNALS	Effective Date	MAINTENANCE and FUTURE COSTS		ENERGY COSTS	
		VILLAGE %	COUNTY %	VILLAGE %	COUNTY %
Gilmer Road (County Highway 26) at Diamond Lake Road (County Highway 64)	7/17/08	0	100	0	100
Arlington Heights Road (County Highway 79) at Checker Road <sup>1</sup>	<sup>2</sup>	25	50	1	1
Old McHenry Road (County Highway 32) at Robert Parker Coffin Road	<sup>3</sup>	50	50	100	0

<sup>1</sup> All Energy Costs and the remaining 25% of Maintenance and Future Costs at this signal are the responsibility of the Village of Buffalo Grove.

<sup>2</sup> The effective date for the cost sharing at this signal shall be the latter of 12/1/2017 or the first day of the month which follows the date that the last authorized agent of the parties hereto affixes their signature to this Master Agreement.

<sup>3</sup> Effective upon the completion of the proposed reconstruction project along Old McHenry Road (Project 11-00083-09-RS), and the acceptance of the TRAFFIC SIGNALS at the intersection included in project by the COUNTY ENGINEER.