

Everett Road Bike Path (*Riverwoods Road to I-94 Bridge*): Ordinance Requesting
 Conveyance of ROW from Lake County Forest Preserve District and Agreement

Accounts Payable (2) cert.
 Transportation (3) cert.

STATE OF ILLINOIS)
)
 COUNTY OF LAKE)

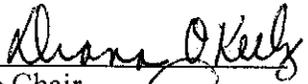
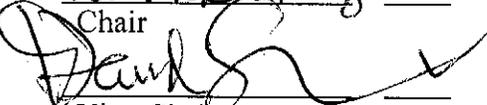
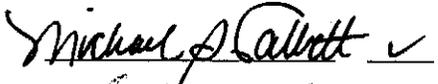
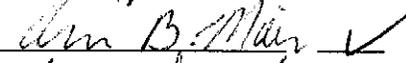
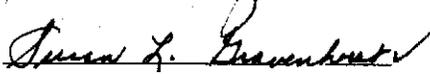
COUNTY BOARD, LAKE COUNTY, ILLINOIS
 ADJOURNED REGULAR SEPTEMBER, A.D. 2006 SESSION
 MAY 08, A.D., 2007

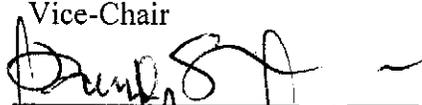
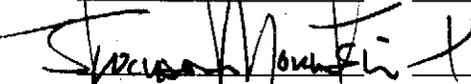
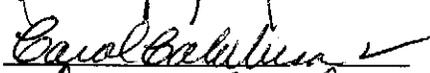
MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution by the Public Works and Transportation Committee and the Financial and Administrative Committee authorizing the approval of an ordinance requesting the conveyance of an easement from the Lake Forest Preserve District and approving an agreement between Lake County and the Lake County Forest Preserve District providing for the construction of a bike path along the north side of Everett Road (*County Highway 52*) from Riverwoods Road (*County Highway 58*) to the I-94 bridge and designated as Section 04-00123-04-BT.

WE RECOMMEND adoption of this Resolution.

Respectfully submitted,

	Aye	Nay
 Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Aye	Nay
 Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Public Works and Transportation Committee

Financial and Administrative Committee

RESOLUTION

WHEREAS, Everett Road (*County Highway 52*) is a designated route on the county highway system; and

WHEREAS, it would be beneficial to the safety and welfare of the motoring public if Everett Road could be resurfaced from Riverwoods Road (*County Highway 58*) easterly to the east approach of the bridge carrying Everett Road over I-94; and

WHEREAS, in conjunction with the resurfacing of Everett Road, it would be beneficial to Lake County as a whole, if a bike path could be constructed along Everett Road and along Riverwoods Road (*County Highway 58*) linking the City of Lake Forest sidewalk to the Village of Lincolnshire's bike path along the westerly side of Riverwoods Road; and

WHEREAS, the Lake County Forest Preserve District owns a parcel of land parallel to the north side of Everett Road, as depicted in Exhibit B attached hereto, that is needed for a portion of said bike path; and

WHEREAS, in order to provide for the construction of said bike path, a temporary easement and a right-of-entry is required from the Lake County Forest Preserve District; and

WHEREAS, pursuant to Section 10 of Article 7 of the Illinois Constitution of 1970, units of local government, such as the district and the county, may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, in accordance with the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., the district may grant a temporary easement and right-of-entry in the parcel as depicted in Exhibit B attached hereto to the county upon such terms as may be agreed upon by the cooperate authorities of the county and the district and subject to the provisions of such act.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Lake County hereby adopts the attached ordinance requesting the conveyance of a temporary easement and

right-of-entry from the Lake County Forest Preserve District and approving an intergovernmental agreement, a draft copy of which is attached hereto.

ORDINANCE

Section 1: Recitals. The recitals set forth above are incorporated as part of this Ordinance by this reference.

Section 2: Request for and Acceptance of Conveyance of Lake County Forest Preserve District Parcel. The County hereby declares that it is necessary for it to use and occupy the Lake County Forest Preserve District Parcel as depicted in Exhibit B attached hereto and requests that the District convey a temporary easement and right-of-entry to said Parcel to the County in accordance with the Agreement approved pursuant to this Ordinance. The County Board Chair, the County Engineer and the County Clerk are hereby authorized to execute whatever documents are necessary to accept such conveyance in accordance with such Agreement.

Section 3: Authority to Execute. The Chair of the Lake County Board, the County Clerk and the County Engineer of Lake County, Illinois, are authorized and they are hereby directed to execute an agreement between Lake County and the Lake County Forest Preserve District pertaining to the above-named improvement. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board and the County Clerk.

Section 4: This Ordinance shall be in full force and effect from and after its passage and adoption by the County Board.

Dated at Waukegan, Illinois
this 8th day of May 2007

PREPARED BY AND AFTER
RECORDING RETURN TO:

T. Frank Shaw, Esq.
QUARLES & BRADY LLP
500 West Madison Street
Suite 3700
Chicago, Illinois 60661
(312) 715-5000

Above Space for Recorder's Use Only

EASEMENT AGREEMENT

BY AND BETWEEN

LAKE COUNTY FOREST PRESERVE DISTRICT,
a body politic and corporate organized and existing under the Illinois
Downstate Forest Preserve District Act, 70 ILCS 805/0.001 *et seq.*

AND

COUNTY OF LAKE,
an Illinois body politic and corporate, acting by and through
its Chair and County Board

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is dated as of the ____ day of May, 2007, and is by and between the **LAKE COUNTY FOREST PRESERVE DISTRICT**, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 *et seq.* (the "**District**"), and the **COUNTY OF LAKE**, an Illinois body politic and corporate, acting by and through its Chair and County Board (the "**County of Lake**").

IN CONSIDERATION of the recitals, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the County of Lake hereby covenant and agree as follows:

1. GRANT OF EASEMENT.

A. The District hereby grants and conveys to the County of Lake a non-exclusive easement (the "**Easement**") on the land legally described on Exhibit A attached hereto and incorporated herein and depicted on Exhibit B attached hereto and incorporated herein (the "**Easement Premises**"). The Easement shall be for the sole and limited purpose of allowing the County of Lake to construct, install, operate, maintain, repair and replace, or cause to be constructed, installed, operated, maintained, repaired or replaced, an approximately 950 linear foot bituminous surface pedestrian and bicycle path (the "**Pedestrian and Bicycle Path**") within the Easement Premises, which Pedestrian and Bicycle Path will be 10 feet wide, located along the north side of Everett Road between Riverwoods Road and Interstate 94. Such easement rights shall be exercised in accordance with the terms and provisions of this Agreement. The use of the Easement Premises for the purposes identified in this Section shall be referred to in this Agreement as the "**Project**."

B. Except as expressly provided to the contrary herein, this Agreement shall be subject to the provisions, requirements, rights and obligations set forth in the "Ordinance Regarding Licenses and Easements for Public Services" approved June 17, 2005, as amended from time to time (the "**License and Easement Ordinance**"), which provisions, requirements, rights and obligations are hereby incorporated into and made a part of this Agreement by this reference, the same as if such provisions, requirements, rights and obligations were expressly set forth herein.

2. TERM OF EASEMENT.

A. Subject to the provisions of this Section 2, the term of the Easement granted herein shall be for a period of ninety-nine (99) years from the date of this Agreement. The County of Lake may commence the Project only upon compliance by the County of Lake and/or the County of Lake Contractor (as hereinafter defined) with all of the terms and provisions of this Agreement relating to pre-construction activities. In the event that the County of Lake shall default in the performance of any of its obligations under this Agreement and shall fail to cure such default within three (3) business days following written notice thereof from the District, the District shall be entitled to exercise any and all of its rights at law or in equity in connection with any such default. In addition to and without limiting the generality of the

foregoing, in the event that the County of Lake shall default in the performance of its obligations under this Agreement and shall fail to cure such default within three (3) business days following written notice thereof from the District, the District shall be entitled to terminate this Agreement and the Easement granted hereunder and the County of Lake shall have no further right to use or occupy the Easement Premises under this Agreement. The County of Lake shall be responsible for all costs and expenses (including reasonable attorneys' fees) incurred by the District arising from the County of Lake's default in the performance of any of its obligations under this Agreement.

B. It is anticipated that the District may, at some future date, extend its existing trail system to connect to the Pedestrian and Bicycle Path. At such time, the District shall have the right to terminate this Agreement and the Easement granted hereunder upon giving the County of Lake notice that the District will be constructing a trail corridor and connecting such trail corridor to the Pedestrian and Bicycle Path. Upon the County of Lake's receipt of such notice, this Agreement and the Easement granted hereunder shall terminate with no further action by the parties hereto and the County of Lake shall have no further right to use or occupy the Easement Premises and shall have no further obligation to operate and maintain the Pedestrian and Bicycle Path.

C. The rights of the District under this Section 2 shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others.

3. CONDUCT OF THE PROJECT.

A. The Project shall be conducted in a good and workmanlike manner by the County of Lake and any County of Lake Contractor, without cost or expense to the District, and in compliance with this Agreement and all applicable laws, codes, ordinances, rules and regulations. Neither the County of Lake nor any County of Lake Contractor shall store any vehicles, equipment, materials, or supplies on or under the Easement Premises, other than those immediately necessary for the Project.

B. Prior to commencing the Project, the County of Lake shall provide to the District copies of any and all engineering plans related to the Project for the District's prior review and approval. The County of Lake must provide copies of all such plans to the District no later than two (2) weeks prior to the planned commencement of work on the Project. The District shall not unreasonably withhold, condition or delay its approval of any such plans hereunder.

C. Notwithstanding anything herein or in the plans and specifications to the contrary, it is hereby acknowledged and agreed that the Pedestrian and Bicycle Path shall be situated and constructed entirely within the Easement Premises utilizing the best practical methods so as to minimize any disruption or destruction of natural resources, flora or fauna located within the Easement Premises.

4. "AS-BUILT" DRAWINGS. Within thirty (30) days after completion of any installation, removal, replacement or alteration that is part of the Project, the County of Lake

shall provide, or cause to be provided, to the District two (2) complete sets of "as-built" drawings depicting any and all such work.

5. **RETAINED RIGHTS.** Subject to applicable governmental restrictions governing the use and placement of other utility services in proximity to a road or public right-of-way, if any, the District shall have and retain all rights to cultivate, use and occupy the Easement Premises, to the extent the District's use does not unreasonably interfere with the use and occupancy of the Easement Premises by the County of Lake hereunder, and in no event shall the District place a permanent building upon the Easement Premises. The County of Lake agrees to reasonably cooperate with the District and any third parties in connection with any other rights or easements to be granted by the District in connection with the Easement Premises.

6. **EASEMENT FEE; TREE REMOVAL FEE; REIMBURSEMENT.** It is acknowledged and agreed that the District hereby waives the application fee, the easement fee, and the replacement fee for trees, shrubs, and plants to be charged by the District pursuant to Section 8 of the License and Easement Ordinance and the County of Lake shall have no liability for such fees in connection with this Agreement. In addition, the District hereby waives the out-of-pocket and staff costs reimbursement required by the District pursuant to Section 8 of the License and Easement Ordinance and the County of Lake shall have no liability for such reimbursement in connection with this Agreement.

7. **RESTORATION.** In the event that the Project damages, destroys or causes any adverse impact to the Easement Premises, or any portion thereof, or to any other property owned by the District, the County of Lake, to the extent feasible, shall restore, at no cost or expense to the District, such property to a condition at least as good as, or better than, the condition of such property before such damage, destruction or adverse impact. Such restoration shall be completed within thirty (30) days of the occurrence of such damage, destruction or adverse impact if the requirements of Section 7.E of this Agreement can be met; otherwise, such restoration shall be completed as soon as reasonably practicable in accordance with the requirements of Section 7.E hereof. Such restoration shall include, without limitation: (a) replacement and grading of any and all topsoil removed; (b) restoration of any and all fences, roads, trails, paths, pavement, plantings, landscaping, improvements, flora or fauna that are damaged or removed; and (c) replacement and restoration of any and all plant materials by seeding in accordance with the following specifications:

A. The first five (5) feet immediately adjacent to trail edges shall be seeded with IDOT Class 1 Lawn Mixture and all other disturbed areas shall be seeded with IDOT Class 4 Native Grass Mixture. Substitutions or deletions from the above seed mixtures shall be made only upon approval of the District. Such approval may be obtained by contacting the District's Natural Resource Division at (847) 968-3282.

B. All seed shall be thoroughly blended prior to hand broadcasting at the specified weight per acre. The calculation of acreage to be seeded is the responsibility of the County of Lake.

C. Seeding areas must be prepared with loose, friable soil in order to establish sufficient contact between seed and soil. Soil from off-site shall not be used to top-dress the seeding area.

D. Seed shall be distributed by hand broadcasting, followed, at a minimum, by light raking.

E. Seeding shall be performed only between March 1 and June 30, or between September 1 and December 31, of any given year, except that under no circumstance shall seeding be undertaken during flood conditions or when the ground is solidly frozen.

F. The District may give notice to the County of Lake of such damage or adverse impact to District property; provided, the District does not have an affirmative obligation to give any such notice to the County of Lake. The County of Lake's obligation to restore the Easement Premises or any other property owned by the District, or to cause the restoration of the same, is not dependent upon receipt of notice from the District. If the District elects to give notice of such damage or adverse impact, the County of Lake shall complete restoration, or shall cause the same to be completed, in accordance with this Section no later than thirty (30) days after receipt of notice of such damage or adverse impact, if the requirements of Section 7.E of this Agreement can be met; otherwise, such restoration shall be completed as soon as reasonably practicable in accordance with the requirements of Section 7.E hereof.

8. **BOND.** Prior to performing any portion of the initial construction or installation work in connection with the Project, the County of Lake or the County of Lake Contractor shall deposit with the District a certified or cashier's check, made payable to the District, in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), or such other amount as is determined by the District to be necessary for such purposes, as a guarantee that the County of Lake shall comply with all conditions of this Agreement, including without limitation, any required restoration of the Easement Premises or any other property owned by the District. The bond shall terminate and shall be refunded to the County of Lake or the County of Lake Contractor, as the case may be, upon completion of the construction of the Pedestrian and Bicycle Path in accordance with the provisions of this Agreement and upon final acceptance and approval by the District of the restoration work required under this Agreement.

9. **HAZARDOUS MATERIALS.** The County of Lake covenants and agrees that: (a) the County of Lake and any County of Lake Contractor and their respective officers, partners, agents, employees and contractors shall comply with any and all federal, state, and local laws, ordinances, codes, rules and regulations that prohibit, restrict or regulate any material defined therein as a hazardous, radioactive, toxic or carcinogenic substance, pollutant, contaminant or material (collectively, "**Hazardous Materials**") in connection with the Easement Premises and any other property owned by the District; and (b) the County of Lake and any County of Lake Contractor and their respective officers, partners, agents, employees and contractors shall not, and shall not permit or otherwise authorize any other person to, handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape, leach, pump, pour, emit, empty, discharge, inject, dump, transfer, release or otherwise dispose of or deal with Hazardous Materials in, on, under or about the Easement Premises or any other property owned by the District. In the event that the County of Lake, any County of Lake Contractor, or their respective officers, partners, agents,

employees or contractors, or any other person or entity authorized by any of the foregoing, handles, buries, stores, retains, produces, spills, allows to seep or escape, leaks, leaches, pumps, pours, emits, empties, discharges, injects, dumps, transfers, releases or otherwise disposes of or deals with Hazardous Materials entering in, upon or under the Easement Premises or any other property owned by the District, the District may, in addition to its other rights and remedies at law and in equity, terminate this Agreement and the Easement granted herein, but such termination shall not relieve the County of Lake of its obligations under Sections 11 and 12 of this Agreement. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. **ASSIGNMENT PROHIBITED; BINDING EFFECT.** Except as expressly provided in this Section 10, the County of Lake may not assign its rights or delegate its duties under this Agreement without the express written consent of the District in each instance. This Agreement, and the covenants and agreements contained herein, shall run with the land and shall be binding upon the County of Lake and the District, and their respective successors and assigns, if any. With respect to any developer, contractor or agent retained by the County of Lake to perform some part of the Project, the acts and omissions of any such developer, contractor or agent (any and all such parties being sometimes referred to herein individually and collectively as a "**County of Lake Contractor**") shall, for purposes of this Agreement, be deemed to be the acts and omissions of the County of Lake.

11. **INDEMNIFICATION.** As a condition of the rights granted to the County of Lake by this Agreement, the County of Lake shall, for itself and for those claiming by or through the County of Lake, including but not limited to any officers, partners, agents, employees or contractors of the County of Lake, and to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its commissioners, officers, agents, attorneys, employees, 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 arising from, occurring, growing out of, incident to, relating to or otherwise resulting directly or indirectly from the grant of the Easement hereunder or the use or operation hereunder of the Easement Premises (including without limitation the Pedestrian and Bicycle Path) by the County of Lake or any County of Lake Contractor, or any of their respective officers, partners, agents, employees and contractors, or any of them (collectively, "**Claims**"), except to the extent any such Claims arise solely from the willful and wanton misconduct of the District, and including, without limitation, Claims relating to Section 9 of this Agreement, as well as litigation costs and attorneys' fees. The County of Lake shall promptly notify the District in writing of any Claims or potential Claims against the District of which the County of Lake becomes aware or otherwise has notice, and in no event more than thirty (30) days after the County of Lake first becomes aware or otherwise has notice of such Claims. The County of Lake's obligations under this Section 11 shall be in addition to, and shall not be limited or waived by the availability or unavailability of any insurance, including insurance provided by the County of Lake or a County of Lake Contractor pursuant to Section 12 of this Agreement, or insurance provided by the District.

12. **INSURANCE.** The County of Lake shall procure, maintain and keep, or shall cause each County of Lake Contractor to so procure, maintain and keep, in full force and effect for the entire time that the initial construction and installation of the Project is ongoing hereunder

(and at such time or times as the County of Lake or any such County of Lake Contractor shall thereafter enter the Easement Premises for the purpose of performing any maintenance, operation, improvement, repair or replacement of the Project, or any portion thereof), at no cost or expense to the District, all insurance necessary to protect and save harmless the District, the Project, the Easement Premises, any other properties owned by the District, and all property located at or near every place where the Project is or will be performed. The insurance required by this Section shall include, but shall not be limited to, the following minimum insurance coverages and limits:

COVERAGE

LIMITS

Workers' Compensation

Statutory Limits

Comprehensive Motor Vehicle Liability, including vehicles owned, non-owned or rented

\$2,000,000
Combined Single Limit

Commercial General Liability, with coverage written on an "occurrence" basis and including Easement Premises/Operations, Products/ Completed Operations, Independent Contractors, Personal Injury (with Employment Exclusion deleted), Broad Form Property Damage Endorsement, Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement), Bodily Injury and Property Damage, and all employees as insured

\$2,000,000/per occurrence
\$3,000,000/general aggregate

Such insurance shall provide that no change, modification or cancellation thereof shall become effective until the expiration of thirty (30) days after written notice thereof shall have been received by the District. The required coverages may be in any combination of primary, excess and umbrella coverage or policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

The County of Lake, or each County of Lake Contractor, shall obtain such insurance with a responsible insurance company licensed to transact business in the State of Illinois and having an A.M. Best Insurance Guide rating of "A" or a comparable rating from another rating agency if such guide is discontinued. Not less than ten (10) days prior to commencing the Project, or any portion thereof, the County of Lake or each County of Lake Contractor shall provide to the District certificates of insurance acceptable to the District showing that the County of Lake or each such County of Lake Contractor maintains the insurance required under this Section 12. Such certificates shall state that the District has been named as an additional insured thereunder.

The coverages and limits set forth above shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on (a) the County of Lake's, or any

County of Lake Contractor's, duty to obtain and maintain, or cause to be obtained and maintained, adequate insurance as required in this Section 12, or (b) the County of Lake's liability for any claims, losses or damages related to this Agreement. The County of Lake or each County of Lake Contractor shall at all times carry such additional coverages or limits as may be necessary to fully comply with this Agreement. Without limiting the preceding sentences, the minimum limits set forth above shall be adjusted, without any further action of the parties, on every fifth (5th) anniversary of the date of this Agreement, according to the Consumer Price Index (as defined in 30 ILCS 200/18-185, or, if such law is amended or repealed, such other definition as may hereafter be agreed upon by the parties hereto) for the five (5) year period preceding such adjustment.

The County of Lake represents that it is self-insured. Such state of facts shall not relieve the obligations of each County of Lake Contractor to provide the insurance required under this Section 12, nor shall such state of facts relieve the County of Lake of its indemnification obligations required under Section 11 of this Agreement.

13. **COMPLIANCE WITH LAWS.** The County of Lake and every County of Lake Contractor and their respective officers, partners, agents, employees and contractors shall use the Easement Premises only in compliance with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, including, without limitation, the License and Easement Ordinance (as herein provided), and shall obtain any and all permits, licenses, easements, grants or any other permission that may be required for the Project.

14. **NOTICES.** All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized overnight commercial courier service for next business day delivery, proper charges prepaid, or three (3) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows (or to such other address, notice of which is given to the other parties to this Agreement in writing):

Notices to the District:

Lake County Forest Preserve District
2000 North Milwaukee Avenue
Libertyville, Illinois 60048-1199
Attention: Mr. Thomas E. Hahn, Executive Director

With a copy to:

Lake County Forest Preserve District
Department of Land Preservation and Special Projects
21900 North Riverwoods Road
Deerfield, Illinois 60015
Attn: Mr. Bill L. Davis, Land Preservation Manager

And with a copy to:

Quarles & Brady LLP
500 W. Madison Street
Suite 3700
Chicago, Illinois 60661
Attn: Thomas A. McCarthy, Esq./T. Frank Shaw, Esq.

Notice to County of Lake:

Lake County Division of Transportation
600 W. Winchester Road
Libertyville, Illinois 60048
Attn: County Engineer

15. **AMENDMENT.** No amendment, modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and approved by the necessary authorities and representatives of the District and the County of Lake. Installation or replacement of any utilities or other items within the Easement Premises, other than the Pedestrian and Bicycle Path specifically referenced herein, shall require a written amendment of this Agreement.

16. **NO WAIVER.** Any act or omission by the District that may constitute a waiver of one or more of its rights under this Agreement shall not constitute or be deemed to be a waiver of any other right that the District has or may have in the future under this Agreement.

17. **AUTHORITY.** Each person signing this Agreement hereby states and covenants that he or she has read and understood this Agreement, that he or she has the authority to execute this Agreement on behalf of the party whom he or she represents, and that such party intends to be legally bound by the provisions of this Agreement.

18. **RECORDING.** The County of Lake shall record this Agreement at its sole cost and expense with the Recorder of Deeds of Lake County, Illinois promptly following the full execution and delivery hereof by the parties hereto.

19. **GOVERNING LAW.** This Agreement is entered into and governed by, and shall in all events be construed in accordance with, the laws of the State of Illinois.

20. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same original instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and date first above written.

LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 *et seq.*

ATTEST:

By: _____
Corinne R. McMahon
Secretary

By: _____
Bonnie Thomson Carter
President

RECOMMENDED FOR EXECUTION

By: _____
Lake County
County Engineer/
Director of Transportation

COUNTY OF LAKE, an Illinois body politic and corporate, acting by and through its Chair and County Board

ATTEST:

By: _____
Clerk
Lake County

By: _____
Chair
Lake County Board
Date: _____

[ACKNOWLEDGEMENTS FOLLOW]

STATE OF ILLINOIS)
)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Bonnie Thomson Carter and Corinne McMahon, as President and Board Secretary, respectively, of the LAKE COUNTY FOREST PRESERVE DISTRICT, a party to the foregoing Agreement, personally known or identified to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Board Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of the District, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2007.

By: _____ [SEAL]
Notary Public

Commission Expires: _____

STATE OF ILLINOIS)
)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named _____ and _____, the _____ and _____, respectively, of the COUNTY OF LAKE, a party to the foregoing Agreement, personally known or identified to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of the County of Lake, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2007.

By: _____ [SEAL]
Notary Public

Commission Expires: _____

EXHIBIT A

Legal Description of Easement Premises

That part of the North half of the Northwest quarter of Section 12, Township 43 North, Range 11, East of the Third Principal Meridian described as follows: The South 40.00 feet of the following described parcel; commencing at the intersection of the North line of Everett Road (County Highway 52 by Document No. 1063306 recorded March 15, 1960) and the westerly line of the Northern Illinois Toll Highway (Parcel T-12A-19 by proceedings had in case No. 64991 filed on July 2, 1957); thence north 18 degrees 44 minutes 57 seconds west along said west line of the Northern Illinois Toll Highway, 103.86 feet to the intersection of a line 100.00 feet north of and parallel with said north line of Everett Road; thence south 86 degrees 55 minutes 32 seconds west along said line 100.00 feet north of and parallel with the north line of Everett Road, 804.74 feet to the point of beginning; thence continuing south 86 degrees 55 minutes 32 seconds west on a continuation of the last described line, 108.74 feet; thence south 77 degrees 29 minutes 12 seconds west along a line 100.00 feet north of and parallel with said north line of Everett Road, 143.38 feet; thence south 89 degrees 22 minutes 55 seconds west along a line 100.00 feet north of and parallel with said north line of Everett Road, 686.46 feet to the east line of Riverwoods road (County Highway 58 by Document No. 982732 recorded March 4, 1958); thence south 00 degrees 00 minutes 57 seconds west along said east line of Riverwoods Road, 74.73 feet; thence along a curving line concave northeasterly, having a radius of 25.00 feet, a chord bearing south 45 degrees 18 minutes 04 seconds east, a distance of 39.55 feet to said north line of Everett Road; thence north 89 degrees 22 minutes 55 seconds east along said north line of Everett Road, 672.71 feet; thence north 77 degrees 29 minutes 12 seconds east along said north line of Everett Road, 145.54 feet; thence north 86 degrees 55 minutes 32 seconds east along said north line of Everett Road, 100.54 feet; thence north at a right angle to the last described line, 100.00 feet to the point of beginning.

EXHIBIT B

Depiction of Easement Premises

[DEPICTION FOLLOWS]

Exhibit B

Legend

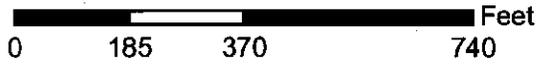
- Forest Preserve Property
- LCDoT Trail Easement



Lake County Forest Preserve District
Department of Land Preservation & Special Projects
21900 Riverwoods Road
Deerfield, Illinois 60015
847-968-3351

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 Co Dept of Information and Technology
GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-360-6373



2006 Aerial Photo

Map Prepared 27 April 2007

