

Agenda Item #

44

DISTRIBUTION:

- County Board
- County Clerk
- County Administrator
- Public Works
- Recorder of Deeds

STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER A.D., 2006 SESSION

MAY 8, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works & Transportation Committee and Financial and Administrative Committee presents herewith a Joint Resolution authorizing execution of an Easement Agreement with the Lake County Forest Preserve District for the construction of an earthen levee at the entrance of Independence Grove Forest Preserve; and requests its adoption.

Respectfully submitted,

<i>Ann O'Kelly</i>	Aye	Nay
CHAIR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Paul S. [Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE CHAIR		
<i>Michael A. Albett</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Ann B. Maire</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Steve Douglas</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Dennis L. [Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<i>[Signature]</i>	Aye	Nay
CHAIR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE CHAIR		
<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Ann O'Kelly</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PUBLIC WORKS AND TRANSPORTATION COMMITTEE

FINANCIAL AND ADMINISTRATIVE COMMITTEE

RESOLUTION

WHEREAS, the County of Lake, through its Department of Public Works ("County"), operates and maintains a levee in the North Libertyville Estates Subdivision Area; and

WHEREAS, the Army Corp of Engineers designed the North Libertyville Estates Levee to help protect the subdivision residents from flooding of the Des Plaines River; and

WHEREAS, the Lake County Public Works Department is responsible for operation and maintenance of the Levee; and

WHEREAS, the Lake County Public Works Department hired a consultant to design improvements to the levee and part of these improvements includes construction of a small earthen levee to alleviate the need for sandbagging the area along Buckley Road during a flooding event; and

WHEREAS, Easement Agreements have been prepared that set forth the rights, responsibilities and obligations of each party; and

WHEREAS, execution of an Easement Agreement must be authorized by Resolution of the County Board.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the County Board and the Clerk of said County be and they are hereby authorized and directed to execute the attached Easement Agreements.

DATED AT WAUKEGAN, LAKE COUNTY, ILLINOIS THIS 8th day of May, 2007.

PREPARED BY AND AFTER
RECORDING RETURN TO:

T. Frank Shaw
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,
a municipal corporation

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is dated as of the ____ day of April, 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**, a municipal corporation (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 and depicted on the Plat of Easement attached hereto and incorporated herein as Exhibit A (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, a flood control levee for the purpose of protecting the nearby North Libertyville Estates subdivision from floodwaters (the "**Flood Control Levee**"). 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.

C. The District also hereby grants and conveys to the County of Lake a non-exclusive temporary construction license (the "**Temporary Construction License**") on the land immediately adjacent to the Easement Premises and more particularly depicted on the Plat of Easement attached hereto and incorporated herein as Exhibit A (the "**Temporary Construction License Premises**") for the sole and limited purpose of constructing the Flood Control Levee. Use of the Temporary Construction License Premises by the County of Lake and any County of Lake Contractor (as hereinafter defined) shall at all times be subject to the terms and provisions of this Agreement. The Temporary Construction License will terminate automatically and with no further action by the parties upon the completion of the construction of the Flood Control Levee and thereafter the County of Lake shall have no further right to use or occupy the Temporary Construction License Premises.

2. **TERM OF EASEMENT.** 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 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 (including the Temporary Construction License as the case may be) granted hereunder and the County of Lake shall have no further right to use or occupy the Easement Premises (or the Temporary Construction License Premises as the case may be) 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. In the event that the County of Lake loses jurisdiction over the operation of the levee system designed to protect the North Libertyville Estates subdivision, including but not limited to Floor Control Levee as part thereof, the District shall be entitled to terminate this Agreement and the Easement (including the Temporary Construction License as the case may be) granted hereunder and the County of Lake shall have no further right to use or occupy the Easement Premises (or the Temporary Construction License Premises as the case may be) under this Agreement. 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 or at the direction of the County of Lake, 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 the 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. Notwithstanding anything herein or in the plans and specifications to the contrary, it is hereby acknowledged and agreed that the Flood Control Levee 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 shall 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.**

A. It is acknowledged and agreed that the District is required under the License and Easement Ordinance to impose a fee for the granting of easements to third parties. Pursuant to Section 8 of the License and Easement Ordinance, the District is required to establish the Fair Market Value of the Subject Property and the area of the Subject Property (as such terms are defined in the License and Easement Ordinance) as provided in the License and Easement Ordinance for all grants of easement. The area of each such easement shall be determined by multiplying the number of lineal feet of such easement by the width of such easement (with a minimum length and width of not less than twenty-five feet (25'), notwithstanding that any such easement may in fact be less than 25' in width). Based upon the foregoing, the fee (the "Easement Fee") to be paid by the County of Lake for the Easement granted hereunder is Nine Thousand Two Hundred Seven and No/100 Dollars (\$9,207.00) [calculated by multiplying the total square footage of the Easement Premises, 9,207 square feet, by \$1.00, being the appraised per square foot fair market value of the Easement Premises as determined by the District]. The Easement Fee shall be paid to the District by the County of Lake prior to, and as a condition of, the District's execution of this Agreement, and shall be in addition to, and not in limitation of, the County of Lake's other obligations under the terms and provisions of this Agreement, including without limitation the Tree Removal Fee (as hereinafter defined).

B. In addition to, and not in limitation of, the Easement Fee payable as provided herein, the County of Lake shall pay to the District a fee (the "Tree Removal Fee") for any and all damage to or removal of existing trees located within the Easement Premises caused by or arising in connection with the use of the Easement Premises or the activities of the County of Lake or the County of Lake Contractor hereunder. In the event that any existing trees located within the Easement Premises are damaged or removed as a result of the use of the Easement Premises by the County of Lake or the County of Lake Contractor, the District shall calculate the Tree Removal Fee payable hereunder by multiplying the sum of Two Hundred and No/100 Dollars (\$200.00) by the total number of caliper inches of all trees so removed or adversely affected.

C. In addition to, and not in limitation of, the Easement Fee and the Tree Removal Fee payable as provided herein, the County of Lake shall reimburse the District for any and all costs and expenses, including without limitation reasonable attorneys' fees and appraisal costs, incurred by the District in connection with the preparation and negotiation of this Agreement within ten (10) days following the District's written request therefor.

D. The parties hereby acknowledge and agree that the County of Lake shall not be required to pay the Application Fee required under Section 8(A) of the License and Easement Ordinance.

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, road, and parking lot 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.

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. Subject to disturbances caused by recurrent flooding, the County of Lake hereby warrants that after one (1) year from seeding, not less than fifty percent (50%) of the species seeded shall be present in the seeding area. If that percentage is lower, a re-seeding plan may be prepared by the District and submitted to the County of Lake for implementation by the County of Lake, at no cost or expense to the District, if the natural floodland conditions permit such intensive re-seeding.

G. The District may give notice to the County of Lake of such damage or adverse impact; provided, the District does not have an affirmative obligation to give any such notice to the County of Lake and/or the County of Lake Contractor. 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. The provisions of this Section 7 shall survive any expiration or termination of this Agreement.

H. Notwithstanding anything to the contrary contained in this Section 7, the restoration requirements of this Section 7 may be modified by mutual agreement of the District and the County of Lake if the District determines in its sole discretion that the restoration requirements set forth herein are not appropriate for the Easement Premises due to its proximity to the Des Plaines River.

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 or any County of Lake Contractor, as the case may be, 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 Flood Control Levee 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 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 or the use hereunder of the Easement Premises, or any other property owned by the District, by the County of Lake and/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 or negligence 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, 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.

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
Attn: 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 Public Works Department
650 Winchester Road
Libertyville, Illinois 60048
Attn: Mr. Peter Kolb, Director

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 Flood Control Levee 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 TO FOLLOW]

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
Corinne R. McMahon
Secretary

By: Bonnie Thomson Carter
Bonnie Thomson Carter
President

ATTEST:

COUNTY OF LAKE, a municipal corporation

By: _____
Name: Willard Helander
Title: County Clerk

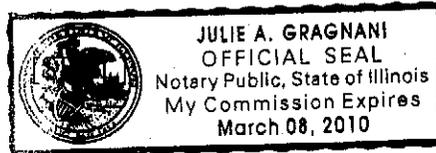
By: _____
Name: Suzi Schmidt
Title: Chair

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 10th day of April, 2007.

By: Julie A. Gragnani
Notary Public



Commission Expires: 03-08-2010

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 Suzi Schmidt and Willard Helander, the Chair and Clerk, 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 Chair and County Clerk, 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, for the uses and purposes therein set forth.

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

By: _____ [SEAL]
Notary Public

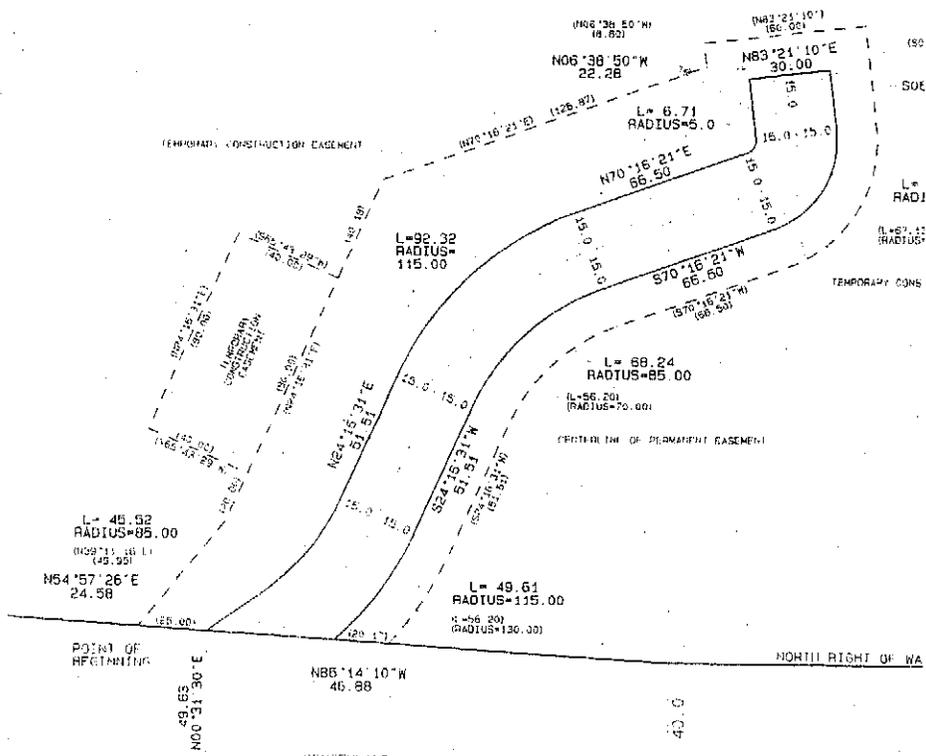
Commission Expires: _____

EXHIBIT A

Easement Premises and Temporary Construction License Premises

[PLAT OF EASEMENT FOLLOWS]

THE CHORD OF SAID CURVE BEARS NORTH 31 DEGREES 38 MINUTES 46 SECONDS EAST, A DISTANCE OF 6.22 FEET; THENCE NORTH 06 DEEG SECONDS WEST, A DISTANCE OF 22.28 FEET; THENCE NORTH 85 DEGREES 21 MINUTES 10 SECONDS EAST, A DISTANCE OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST, A DISTANCE OF 22.28 FEET; THENCE SOUTHWESTERLY 46.88 FEET ALO RIGHT HAVING A RADIUS OF 35.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 31 DEGREES 48 MINUTES 46 SECONDS THENCE SOUTH 70 DEGREES 16 MINUTES 21 SECONDS WEST, A DISTANCE OF 66.50 FEET; THENCE SOUTHWESTERLY 69.24 F THE LEFT HAVING A RADIUS OF 85.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 47 DEGREES 16 MINUTES 28 SECON THENCE THENCE SOUTH 24 DEGREES 16 MINUTES 31 SECONDS WEST, 51.51 FEET; THENCE SOUTHWESTERLY 49.61 FEET ALON RIGHT HAVING A RADIUS OF 115.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 35 DEGREES 38 MINUTES 02 SECONDS NORTH RIGHT OF WAY OF BUCKLEY ROAD (ILLINOIS ROUTE 137); THENCE NORTH 85 DEGREES 14 MINUTES 10 SECONDS WES RIGHT OF WAY OF BUCKLEY ROAD (ILLINOIS ROUTE 137) A DISTANCE OF 46.88 FEET TO THE POINT OF BEGINNING. IN L



BUCKLEY

ILLINOIS ROUTE 137

STATE OF ILLINOIS
 COUNTY OF LAKE
 ON BEHALF OF FREMONT LAND SURVEYING & MAPPING, INC.,
 I STEVEN W. SLOOT HEREBY CERTIFY PERMISSION TO
 LAKE COUNTY PUBLIC WORKS TO RECORD THIS PLAT, A
 TRUE COPY OF WHICH HAS BEEN RETAINED BY US TO
 ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.
 DATED AT MUNDLEIGH, ILLINOIS THIS 29TH DAY OF MARCH A.D. 2007.
Steven W. Sloat
 STEVEN W. SLOOT, ILLINOIS PROFESSIONAL LAND SURVEYOR
 NO. 35-3279, LICENSE EXPIRES NOVEMBER 30, 2008

STATE OF ILLINOIS
 COUNTY OF LAKE
 ON BEHALF OF FREMONT LAND SURVEYING & MAPPING, INC.,
 I STEVEN W. SLOOT HEREBY CERTIFY THAT THE EASEMENT
 DESCRIBED IN THE ABOVE CAPTION WAS PREPARED BY ME OR
 UNDER MY SUPERVISION AND THAT THE PLAT DRAWN HEREON IS
 A TRUE AND CORRECT REPRESENTATION OF SAID EASEMENT
 MEASUREMENTS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 DATED AT MUNDLEIGH, ILLINOIS THIS 29TH DAY OF MARCH A.D. 2007.
Steven W. Sloat
 STEVEN W. SLOOT, ILLINOIS PROFESSIONAL LAND SURVEYOR
 NO. 35-3279, LICENSE EXPIRES NOVEMBER 30, 2008

AREA OF PERMANENT EASEMENT
 9,209.610+- SQ. FT.
 0.211+- ACRE

AREA OF TEMPORARY
 CONSTRUCTION EASEMENT
 19,214.943+- SQ. FT.
 0.447+- ACRE

30.0
 DES PLAINES
 30.0
 FREMONT
 TEL: (815) 486-1111