



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: February 3, 2020
MEMO TO: John Wasik, Chair
Planning Committee
FROM: Randall L. Seebach
Director of Planning and Land Preservation

Agenda Item# 9.8

RECOMMENDATION: Recommend approval of a Resolution approving an Intergovernmental Agreement with the County of Lake and the Village of Wadsworth for road improvements to Wadsworth Road.

STRATEGIC DIRECTION SUPPORTED: Public Access and Connections.

FINANCIAL DATA: The estimated value of the 0.6 acres of District property being conveyed to the County and the Village is \$22,000.00, which will be more than offset by the estimated value to the District of the bike lanes (estimated at \$100,000) and vehicular turn lanes (both right turn and left turn) from Wadsworth Road into the entrance to the Sedge Meadow Forest Preserve parking lot that are being constructed by the County.

BACKGROUND: The Lake County Division of Transportation (LCDOT) began a Phase I engineering study of the intersection of Wadsworth Road and US Route 41 in 2014. The study revealed that the east leg of the intersection, Wadsworth Road, has contributed to a significant portion of the intersection crashes due in large part to the existing access points. There were 81 crashes recorded on the east leg of that intersection over a typical 5-year period with 54 (67%) occurring at the access drive for the BP gas station and McDonalds on the northeast corner of the intersection. A primary cause of these crashes is the high volume of turning movements in and out of that access drive which is too close to Wadsworth Road's intersection with US Route 41.

LCDOT's initial plan was to address all intersection improvements together, including moving the access to Wadsworth Road further east. However, because of extensive coordination requirements, environmental clearances, lack of available funding, and other factors, LCDOT has decided to delay the total intersection improvement project, but move ahead with an interim project to move the access now to address the safety concerns occurring on the east leg of the intersection. LCDOT has identified several solutions to address these concerns including: (i) constructing a frontage road on the north side of Wadsworth Road to relocate turning movements further away from the intersection, (ii) aligning the frontage road access to Wadsworth Road with the District's existing entrance off Wadsworth Road to Sedge Meadow Forest Preserve on the south side of Wadsworth Road, (iii) providing dedicated right turn lanes for Captain Porky's/Shanty and the District's Sedge Meadow parking lot and (iv) providing dedicated left turn lanes for the proposed frontage road and for the District's Sedge Meadow parking lot.

LCDOT and the Village of Wadsworth are requesting that the District convey fee simple interest in approximately 0.6 acres of District property (0.402 acres to the Village and 0.201 acres to the County) on the north side of Wadsworth Road for construction of the frontage road in return for the County providing the left and right turn lanes for the District's entrance to Sedge Meadow Forest Preserve and providing on-street bike lanes between the District's canoe launch and the existing Sedge Meadow entrance, which will be an extension of the District's planned Lyons Woods to Sedge Meadow regional trail. The Village will own, operate and maintain the proposed frontage road.

In August 2019, the Planning Committee reviewed policy direction regarding the potential terms of an intergovernmental agreement (IGA) between the District, the County of Lake, and the Village and authorized staff to proceed with negotiation of the IGA.

The IGA has now been negotiated and staff recommends approval of the IGA with the County of Lake and the Village.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Director of Finance, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR FEBRUARY MEETING
FEBRUARY 11, 2020**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “A Resolution Approving an Intergovernmental Agreement with the County of Lake and the Village of Wadsworth for Wadsworth Road Improvements,” and requests its approval.

PLANNING COMMITTEE:

Date: 2-3-2020 Roll Call Vote: Ayes:____ Nays:____
 Voice Vote Majority Ayes; Nays: 0

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF LAKE AND THE VILLAGE OF WADSWORTH FOR
WADSWORTH ROAD IMPROVEMENTS**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns fee simple title to property that is adjacent to Wadsworth Road in Lake County, Illinois, known as Wadsworth Savanna Forest Preserve (the “District Property”); and

WHEREAS, the County of Lake (the “County”) desires to make certain roadway and non-motorized facility improvements along Wadsworth Road, which is a County road, between US Route 41 and the existing crosswalk of Magnetics Boulevard, including road widening and resurfacing, construction of left and right turn lanes for the entrance to the District’s Sedge Meadow Forest Preserve parking lot, and construction of a frontage road (the “Frontage Road”) to be owned and maintained by the Village of Wadsworth (the “Village”), bicycle lanes, sidewalks, and pedestrian signals; and

WHEREAS, the County’s construction plans for the Frontage Road require dedication by the District of approximately 0.6 acres of the District Property for public right-of-way purposes; and

WHEREAS, the Local Government Property Transfer Act, including without limitation Section 2 of such Act, 50 ILCS 605/2, authorizes the District to transfer its interest in real estate to the County and the Village for the making of any public improvement or for any public purpose; and

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

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., any power, privilege, function, or authority exercised by a public agency, including the District, the County, and the Village, may be exercised, combined, transferred, and enjoyed jointly with any other public agency to the extent not prohibited by law; and

WHEREAS, the County, the Village, and the District have negotiated an intergovernmental agreement, pursuant to which (i) the District would convey a .201-acre portion of the District Property to the County and a .402-acre portion of the District Property to the Village for the Frontage Road, (ii) the County would construct left and right turn lanes into the entrance to Sedge Meadow Forest Preserve’s parking lot, and (iii) the County would construct bicycle lanes, sidewalks, and pedestrian signals along and within Wadsworth Road, all in substantially the form attached to this Resolution (the “Intergovernmental Agreement”); and

WHEREAS, the County has adopted, or will adopt, an ordinance approving the Intergovernmental Agreement and declaring that it is necessary or convenient for it to use, occupy, or improve .201 acres of the District Property for the Frontage Road (the “County Ordinance”); and

WHEREAS, the Village has adopted, or will adopt, an ordinance approving the Intergovernmental Agreement and declaring that it is necessary or convenient for it to use, occupy, or improve .402 acres of the District Property for the Frontage Road (the "Village Ordinance"); and

WHEREAS, it is in the District's best interests to approve the Intergovernmental Agreement in substantially the form attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT**:

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

Section 2: Approval of the Intergovernmental Agreement. The Intergovernmental Agreement is hereby approved in substantially the form attached hereto. The President, Executive Director, and Secretary are authorized and directed, on behalf of the District, to execute and attest to the Intergovernmental Agreement, in substantially the form attached hereto, and whatever other documents are necessary to effectuate the transactions contemplated by the Intergovernmental Agreement.

Section 3: Effective Date. This Resolution shall be in full force and effect from and after the passage and approval in the manner provided by law of (i) this Resolution, (ii) the County Ordinance, and (iii) the Village Ordinance.

PASSED this ____ day of _____, 2020

AYES:

NAYS:

APPROVED this ____ day of _____, 2020

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

**AGREEMENT AMONG
THE COUNTY OF LAKE, THE VILLAGE OF WADSWORTH
AND THE LAKE COUNTY FOREST PRESERVE DISTRICT
FOR THE CONVEYANCE OF PROPERTY AND THE CONSTRUCTION
OF NEW PEDESTRIAN AND BICYCLE ACCOMMODATIONS
ALONG WADSWORTH ROAD (COUNTY HIGHWAY 17) FROM
US ROUTE 41 TO THE EXISTING CROSSWALK EAST OF MAGNETICS
BOULEVARD**

THIS AGREEMENT is entered into this ___ day of _____, 2020 (the “Effective Date”), by and among 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; the VILLAGE OF WADSWORTH, an Illinois municipal corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as the VILLAGE; and the LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq., hereinafter referred to as the DISTRICT. The COUNTY, the VILLAGE and the DISTRICT, are hereinafter referred to collectively as “Parties” to THIS AGREEMENT, and each 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 traveling public, is desirous of making certain roadway and non-motorized facility improvements along Wadsworth Road (County Highway 17) between US Route 41 and the existing crosswalk east of Magnetics Boulevard, including road widening and resurfacing and construction of a frontage road, bicycle lanes, sidewalk, and pedestrian traffic signals; and

WHEREAS, the above-listed construction work items, plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENT. The IMPROVEMENT shall also be referred to as COUNTY Section 19-00066-09-WR; and,

WHEREAS, the IMPROVEMENT will be of immediate benefit to the residents of the COUNTY, the VILLAGE and the DISTRICT; and,

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

WHEREAS, the IMPROVEMENT shall be constructed in substantial conformance with the final design engineering plans and specifications prepared by Christopher B. Burke

Engineering, Ltd., (hereinafter PLANS), which by reference herein, hereby become a part hereof, and which shall substantially comply with the preliminary design engineering plans and specifications prepared by Christopher B. Burke Engineering, Ltd., dated December 26, 2019, and the revisions to such plans provided to the COUNTY by the VILLAGE's engineer on January 3, 2020 (hereinafter, PRELIMINARY PLANS), and which the cover of the PRELIMINARY PLANS is attached as EXHIBIT B to THIS AGREEMENT, which by reference herein, is hereby made a part hereof; and,

WHEREAS, as part of the IMPROVEMENT and to improve the safety of the traveling public, the COUNTY is desirous of relocating the access point to the Wadsworth Crossing shopping center by constructing a frontage road on the north side of Wadsworth Road (hereinafter FRONTAGE ROAD); and,

WHEREAS, upon completion of construction, the VILLAGE desires to own, operate and maintain the FRONTAGE ROAD; and,

WHEREAS, in 2009, the COUNTY, through its Lake County Division of Transportation (hereinafter LCDOT), initiated a Non-Motorized Travel Study to assess existing bicycle/pedestrian facilities and non-motorized travel within the COUNTY's right-of-way and to develop guidelines for integrating "Complete Streets" principles into COUNTY-related improvements (hereinafter NON-MOTORIZED STUDY); and,

WHEREAS, the NON-MOTORIZED STUDY included the analysis of gaps in bicycle/pedestrian accommodations along COUNTY Highways (hereinafter GAP ANALYSIS) and identified potential near-term projects for addressing minor gaps in the non-motorized system along COUNTY Highways; and,

WHEREAS, in 2010, the LCDOT completed the NON-MOTORIZED STUDY and created the LCDOT's "Policy on Infrastructure Guidelines for Non-Motorized Travel Investments" (hereinafter NON-MOTORIZED POLICY); and,

WHEREAS, the COUNTY desires to fill the non-motorized gap along Wadsworth Road between US Route 41 and the Des Plaines River Trail as identified in the GAP ANALYSIS; and,

WHEREAS, the VILLAGE is desirous that the COUNTY includes the construction of concrete sidewalk and concrete ramps with detectable warnings between US Route 41 and the new frontage road, (hereinafter VILLAGE SIDEWALK) as a municipal facility and as detailed in the PLANS; and,

WHEREAS, both the DISTRICT and the VILLAGE are desirous that the COUNTY include in the IMPROVEMENT the construction of bicycle lanes on both sides of Wadsworth Road within the Wadsworth Road right-of-way between the new FRONTAGE ROAD and the existing crosswalk east of Magnetics Boulevard, with a connection to the DISTRICT's Des Plaines River Trail, all as detailed in the PRELIMINARY PLANS (hereinafter BICYCLE LANES) and the approximate limits of the BICYCLE LANES are as indicated in EXHIBIT C to THIS AGREEMENT; and,

WHEREAS, the DISTRICT is desirous that the COUNTY include, within the IMPROVEMENT, left and right turn lanes within Wadsworth Road for entering the existing DISTRICT'S Sedge Meadow Forest Preserve parking lot along Wadsworth Road (hereinafter TURN LANES); and,

WHEREAS, it has been determined by engineering studies that, in order to construct the IMPROVEMENT, the fee simple interest in two (2) areas of real property abutting Wadsworth Road, currently owned by the DISTRICT, need to be acquired for public right-of-way (hereinafter RIGHT-OF-WAY)]; and,

WHEREAS, the Plat of Highways (hereinafter PLAT), which identifies the necessary RIGHT-OF-WAY as Parcel 0001-A and Parcel 0001-B (hereinafter PARCEL 0001-A and PARCEL 0001-B) is attached as EXHIBIT D to THIS AGREEMENT, which by reference herein, is hereby made a part hereof; and,

WHEREAS, the legal descriptions for PARCEL 0001-A and PARCEL 0001-B are attached as EXHIBIT E to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; and,

WHEREAS, it is necessary for the COUNTY to acquire PARCEL 0001-A and the VILLAGE to acquire PARCEL 0001-B for the IMPROVEMENT as described below; and,

WHEREAS, the DISTRICT has indicated its willingness to enter into an agreement with the COUNTY and the VILLAGE regarding the acquisition of the RIGHT-OF-WAY by the COUNTY and the VILLAGE and to sign the necessary conveyance documents (hereinafter CONVEYANCE DOCUMENTS) substantially in the form included in EXHIBIT F; and,

WHEREAS, once PARCEL 0001-A is conveyed to the COUNTY, it shall be added to the Lake County Highway System, and the COUNTY shall have the unrestricted right to use PARCEL 0001-A for roadway purposes, including, but not limited to, the construction and maintenance of the IMPROVEMENT and any future COUNTY roadway improvement projects deemed necessary

and appropriate in the sole and exclusive judgment of the COUNTY's County Engineer (hereinafter COUNTY ENGINEER); and,

WHEREAS, the COUNTY shall thereafter administer the use of PARCEL 0001-A pursuant to its published ordinances, policies and procedures; and,

WHEREAS, once PARCEL 0001-B is conveyed to the VILLAGE, the VILLAGE shall have the unrestricted right to use PARCEL 0001-B for roadway purposes, including, but not limited to, the maintenance and permitting of the frontage road constructed by the COUNTY as part of the IMPROVEMENT and any future VILLAGE roadway improvement projects deemed necessary and appropriate in the sole and exclusive judgment of the VILLAGE; and,

WHEREAS, the VILLAGE shall thereafter administer the use of PARCEL 0001-B pursuant to its published ordinances, policies and procedures; and,

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance; and,

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

WHEREAS, pursuant to the ACT, the DISTRICT may transfer all of its right, title and interest, in PARCEL 0001-A and PARCEL 0001-B to the COUNTY and the VILLAGE, respectively, upon such terms as may be agreed upon by the corporate authorities of the DISTRICT and the COUNTY and the VILLAGE, respectively, and subject to the provisions of such ACT; 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, the VILLAGE and the DISTRICT do hereby agree as follows:

SECTION I.
Recitals/Headings

1. The foregoing preambles are hereby incorporated herein as though fully set forth.
2. 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.
COUNTY Commitments

1. The COUNTY shall prepare, or cause to be prepared, a final version of the PLANS and contract letting documents for the IMPROVEMENT in accordance with LCDOT policies and standards. The VILLAGE and the DISTRICT shall have the opportunity to review and approve the PLANS prior to the letting of the IMPROVEMENT, the approvals of which shall not be withheld by the VILLAGE nor the DISTRICT if the PLANS substantially comply with the PRELIMINARY PLANS and the revisions to the PRELIMINARY PLANS provided to the COUNTY by the VILLAGE’s engineer on January 3, 2020 .
2. The COUNTY shall prepare, or cause to be prepared, all necessary documents for any rights-of-ways or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, inclusive of plats, deeds and legal descriptions that may be necessary to acquire those rights-of-ways or easements, either permanent or temporary.
3. The COUNTY shall 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.
4. The COUNTY shall pay for all project costs including design engineering, surveying, land acquisition, construction and construction engineering supervision for the IMPROVEMENT without reimbursement from the VILLAGE or the DISTRICT.
5. The COUNTY shall waive all fees associated with the VILLAGE’s submission of an executed form, APPLICATION FOR ACCESS TO A COUNTY HIGHWAY (hereinafter ACCESS FORM).
6. The COUNTY shall own and maintain the BICYCLE LANES in accordance with the COUNTY’s NON-MOTORIZED POLICY.

7. The COUNTY shall own and maintain the pavement markings and standard Manual of Uniform Traffic Control Device pedestrian/bicycle signage for the DISTRICT's Des Plaines River Trail crossing of Wadsworth Road without reimbursement from the DISTRICT. Should the DISTRICT desire to install user-activated devices such as rapid rectangular flashing beacons in the future, approval from the COUNTY will be required.
8. The COUNTY shall own and maintain the TURN LANES, without reimbursement from the DISTRICT.
9. The COUNTY shall let and award the IMPROVEMENT. The anticipated letting date for the IMPROVEMENT is April 14, 2020. (The letting date is subject to change, dependent upon project readiness and the availability of project funding.)
10. The COUNTY shall require the successful bidder to name the VILLAGE and the DISTRICT as an additional insured on any liability coverage required pursuant to such contracts.
11. The COUNTY shall, for itself and for those authorized by or through the COUNTY, including without limitation an authorized COUNTY contractor, and to the fullest extent permitted by law, hold harmless, indemnify and defend the VILLAGE and the DISTRICT, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged act or omission related to the construction, installation, or use of the IMPROVEMENT by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the VILLAGE or the DISTRICT.
12. The COUNTY has requested the transfer of legal ownership of PARCEL 0001-A by way of a COUNTY Board Ordinance, pursuant to the ACT.
13. The COUNTY acknowledges that the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., authorizes the DISTRICT's fee simple dedication of PARCEL 0001-A to the COUNTY.

SECTION III.
VILLAGE Commitments

1. The VILLAGE shall 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 September 1, 2020 for the VILLAGE SIDEWALK within COUNTY highway right-of-way, the approval of which shall not be unreasonably withheld by the COUNTY.
2. Absent an emergency situation, the VILLAGE shall operate and maintain the VILLAGE SIDEWALK in accordance with the MUNICIPAL ACCEPTANCE FORM and maintain the VILLAGE SIDEWALK within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current LCDOT Traffic Control Standards.
3. Upon completion of the IMPROVEMENT, and approval of the MUNICIPAL ACCEPTANCE FORM by the COUNTY, the VILLAGE shall own and maintain, or cause to be maintained, the VILLAGE SIDEWALK in perpetuity without reimbursement by the COUNTY or DISTRICT, including VILLAGE responsibility for any future changes or revisions to the VILLAGE SIDEWALK as needed because of operations of the LCDOT. Neither the COUNTY nor the DISTRICT will have any obligation to operate or maintain said VILLAGE SIDEWALK.
4. The VILLAGE shall submit to the COUNTY, for the COUNTY's approval, an executed ACCESS FORM by November 1, 2020 seeking a major access permit for the proposed FRONTAGE ROAD to Wadsworth Road, the approval of which shall not be unreasonably withheld by the COUNTY.
5. Upon completion of the IMPROVEMENT, and approval of the ACCESS FORM by the COUNTY, the FRONTAGE ROAD shall be a VILLAGE road under the VILLAGE'S exclusive jurisdiction and the VILLAGE shall own, operate, maintain and regulate permitting for the FRONTAGE ROAD in perpetuity without reimbursement by the COUNTY or DISTRICT.
6. The VILLAGE acknowledges that the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., authorizes the DISTRICT's fee simple dedication of PARCEL 0001-B to the VILLAGE.
7. The VILLAGE has requested the transfer of legal ownership of PARCEL 0001-B from the DISTRICT, by way of a VILLAGE Ordinance pursuant to the ACT.

SECTION IV.
DISTRICT Commitments

1. The DISTRICT shall submit to the COUNTY, for the COUNTY's approval, an executed form, LOCAL AGENCY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter LOCAL AGENCY ACCEPTANCE FORM) by September 1, 2020 for the Des Plaines River Trail crossing within COUNTY highway right-of-way, the approval of which shall not be unnecessarily withheld by the COUNTY.
2. Absent an emergency situation, the DISTRICT shall operate and maintain the Des Plaines River Trail crossing in accordance with the LOCAL AGENCY ACCEPTANCE FORM and perform its maintenance on the Des Plaines River Trail crossing, up to the edge of the BICYCLE LANES, but not including the BICYCLE LANES or roadway within the Wadsworth Road right-of-way, within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current LCDOT Traffic Control Standards.
3. Upon completion of the IMPROVEMENT, and approval of the LOCAL AGENCY ACCEPTANCE FORM by the COUNTY, the DISTRICT shall continue to own and maintain, or cause to be maintained, the Des Plaines River Trail crossing, up to the edge of the BICYCLE LANES, but not including the BICYCLE LANES or roadway within the Wadsworth Road right-of-way, so long as the DISTRICT operates the crossing at that location without reimbursement by the COUNTY or VILLAGE, including any future changes or revisions to the Des Plaines River Trail crossing as needed because of operations of the LCDOT. Neither the COUNTY nor the Village will have any obligation to operate or maintain said Des Plaines River Trail crossing.
4. The DISTRICT acknowledges that the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., authorizes the DISTRICT's fee simple dedication of PARCEL 0001-A to the COUNTY and PARCEL 0001-B to the VILLAGE.
5. The DISTRICT shall transfer legal ownership of PARCEL 0001-A to the COUNTY and PARCEL 0001-B to the VILLAGE for public roadway purposes, at no cost to the COUNTY and VILLAGE, by way of quit-claim deeds authorized by DISTRICT Board Resolution.
6. Provided they are consistent with the provisions, paragraphs and words of THIS AGREEMENT, and have been approved by the DISTRICT's Executive Director, the VILLAGE and the COUNTY ENGINEER (which approval will not be unreasonably withheld) the DISTRICT agrees to execute and return to the COUNTY ENGINEER the necessary CONVEYANCE DOCUMENTS for the RIGHT-OF-WAY within ten (10)

working days of the receipt of said documents.

**SECTION V.
General Provisions**

1. 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, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. Nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, as creating or establishing a legal partnership or agency relationship between the Parties, or as establishing (i) the District (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the County or the Village, (ii) the County (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the District or the Village, or (iii) the Village (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the District or the County, for any purpose or in any manner, whatsoever. Each Party is and shall remain independent of the other Party with respect to all rights exercised and obligations performed under this Agreement.
3. Each person executing this Agreement warrants and represents to the Parties (i) that he or she has the full and complete right, power and authority to execute this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement on behalf of the Party on whose behalf he or she is executing; (ii) that all legal actions necessary to authorize him or her to execute and deliver this Agreement have been taken; and (iii) THIS AGREEMENT does not violate any presently existing provisions of law or any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to the Party on whose behalf he or she is executing.
4. The Effective Date of THIS AGREEMENT will be the first day of the month following the date upon which THIS AGREEMENT has been executed by all three Parties.
5. The provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.

6. No claim as a third-party beneficiary under this AGREEMENT by any person, firm, or corporation, or entity shall be made, or be valid, against the parties.
7. THIS AGREEMENT supersedes all oral agreements and negotiations between the Parties hereto relating to the subject matter hereof.
8. Any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by all Parties affected by such alteration, amendment, deletion, or waiver.
9. Any notice or communication required or permitted to be given under THIS AGREEMENT shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the COUNTY shall be addressed to, and delivered at, the following address:

Lake County Division of Transportation
600 W. Winchester Road
Libertyville, IL 60048
Attention: County Engineer
Email: DOT@lakecountyil.gov

With a copy to:
Lake County State's Attorney
18 N. County Street
Waukegan, IL 60085
Attention: Civil Division
Email: ggunnarsson@lakecountyil.gov

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following addresses:

Village of Wadsworth
14155 West Wadsworth Road
Wadsworth, Illinois 60083
Attention: Village President
Email: gryback@villageofwadsworth.org

With a copy to:
Kurt Asprooth, Attorney at Law
Ancel Glink
140 South Dearborn Street
6th Floor
Chicago, IL 60603
Email: kasprooth@ancelglink.com

Notices and communications to the DISTRICT shall be addressed to, and delivered at, the following addresses:

Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, IL 60048
Attention: Executive Director
Email: akovach@lcfpd.org

With a copy to:
Matthew E. Norton, Esq.
Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Ave.
Suite 2100
Chicago, IL 60611-3607
Email: mnorton@burkelaw.com

The requirements of this Section shall not be deemed to invalidate any notice actually received.

10. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. None of the parties hereto shall 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 remaining Parties.
11. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in Lake County 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, duties, responsibilities and obligations contained herein.

12. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
13. THIS AGREEMENT shall be terminable only by the mutual written agreement of the Parties.

VILLAGE OF WADSWORTH
ATTEST:

Title: _____

By: _____
Village President

Date: _____

ATTEST:

Secretary
Lake County Forest Preserve District

LAKE COUNTY
FOREST PRESERVE DISTRICT

By: _____
President

Date: _____

RECOMMENDED FOR EXECUTION

Lake County
County Engineer/Director of Transportation

COUNTY OF LAKE

By: _____
County Board Chair

ATTEST:

Clerk
Lake County

Date: _____

**EXHIBIT A
General Depiction of the IMPROVEMENT**

The Improvement will generally be located in the area depicted in the map below.

**Exhibit A:
General Depiction
& Approximate Limits**

Legend

-  Forest Preserve Boundary
-  Illinois Department of Transportation
-  Railroad
-  Lake County Division of Transportation

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
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 County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373



2018 Aerial Photo

Map Prepared 21 January 2020



EXHIBIT C LIMITS OF PLANNED BIKE LANES

Exhibit C: Limits of Planned Bike Lanes

Legend

-  Forest Preserve Boundary
-  Planned Bike Lanes
-  Acquisition Parcels
-  Des Plaines River Trail
-  Parking Lot
-  Trailer Parking
-  Preserve Trails

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
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 County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373



2018 Aerial Photo

Map Prepared 27 January 2020



EXHIBIT D PLAT OF HIGHWAYS

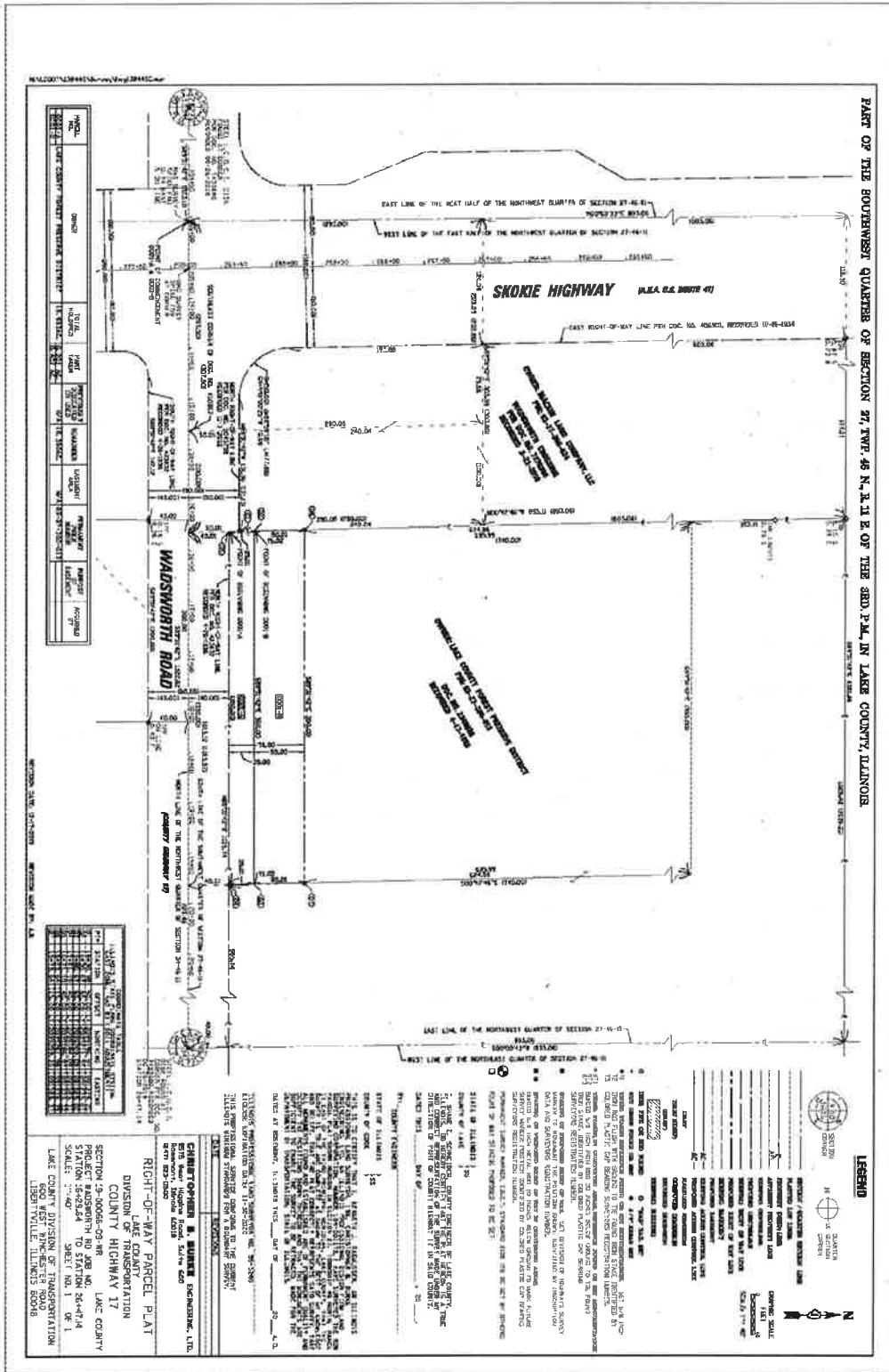


EXHIBIT E
LEGAL DESCRIPTIONS

ROUTE: Wadsworth Road (County Highway 17)
SECTION: 19-00066-09-WR
COUNTY: Lake
JOB NO.: N/A
PARCEL NO.: 0001-B
STATION: 16+29.64 to 19+80.67
INDEX NO.: 03-27-300-013

That part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 46 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), being described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter of Section 27; thence South 89 degrees 31 minutes 42 seconds East, a distance of 307.50 feet along the south line of said Southwest Quarter to a point on the southerly extension of the west line of the tract of land acquired by the Lake County Forest Preserve District by warranty deed document no. 2349688, recorded April 17, 1985; thence North 00 degrees 42 minutes 46 seconds West, 65.02 feet along said southerly extension and west line of the tract of land acquired by the Lake County Forest Preserve District to a point on a line 25.00 feet north of and parallel with the north right-of-way line of Wadsworth Road, said north right-of-way line being a line 40.00 feet north of and parallel with said south line of the Southwest Quarter of Section 27 as dedicated per document no. 423832, recorded April 28, 1936, said point being the point of beginning; thence continuing North 00 degrees 42 minutes 46 seconds West, 50.01 feet along said west line of the tract of land acquired by the Lake County Forest Preserve District to a point on a line 75.00 feet north of and parallel with said north right-of-way line of Wadsworth Road; thence South 89 degrees 31 minutes 42 seconds East, 350.00 feet along said parallel line to a point on the east line of said tract of land acquired by the Lake County Forest Preserve District; thence South 00 degrees 42 minutes 46 seconds East, 50.01 feet along said east line to a point on said line being 25.00 feet north of and parallel with the north right-of-way line of Wadsworth Road; thence North 89 degrees 31 minutes 42 seconds West, 350.00 feet along said parallel line to the point of beginning.

Said parcel 0.402 acres, more or less.

ROUTE: Wadsworth Road (County Highway 17)
SECTION: 19-00066-09-WR
COUNTY: Lake
JOB NO.: N/A
PARCEL NO.: 0001-A
STATION: 16+30.67 to 19+81.19
INDEX NO.: 03-27-300-013

That part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 46 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), being described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter of Section 27; thence South 89 degrees 31 minutes 42 seconds East, a distance of 307.50 feet along the south line of said Southwest Quarter to a point on the southerly extension of the west line of the tract of land acquired by the Lake County Forest Preserve District by warranty deed document no. 2349688, recorded April 17, 1985; thence North 00 degrees 42 minutes 46 seconds West, 40.01 feet along said southerly extension to a point on the north right-of-way line of Wadsworth Road, being a line 40.00 feet north of and parallel with said south line of the Southwest Quarter of Section 27 as dedicated per document no. 423832, recorded April 28, 1936, said point being the point of beginning; thence continuing North 00 degrees 42 minutes 46 seconds West, 25.01 feet along said west line of the tract of land acquired by the Lake County Forest Preserve District to a point on a line 25.00 feet north of and parallel with said north right-of-way line of Wadsworth Road; thence South 89 degrees 31 minutes 42 seconds East, 350.00 feet along said parallel line to a point on the east line of said tract of land acquired by the Lake County Forest Preserve District; thence South 00 degrees 42 minutes 46 seconds East, 25.01 feet along said east line to a point on said north right-of-way line of Wadsworth Road; thence North 89 degrees 31 minutes 42 seconds West, 350.00 feet along said north right-of-way line to the point of beginning.

Said parcel 0.201 acres, more or less.

- 6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
- 7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
- 8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual **owner** of the property is: _____

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization

Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Affidavit of Title

Owner Lake County Forest Preserve District
Address 1899 W. Winchester Road
Libertyville, Illinois 60048
Route Wadsworth Road
Section 19-00066-09-WR
County Lake
Project Safety Improvement
Job No.
Parcel No. 0001 B
P.I.N. No. 03-27-300-013
Station
Station
Catalog No.
Contract No.

State of Illinois)
) ss.
County of Lake)

I, Angelo D. Kyle, President - Lake County Forest Preserve District

being first duly sworn upon oath states as follows:

- 1. Affiant has personal knowledge of the facts averred herein.
- 2. There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
 There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

- 3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
- 4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
- 5. The said premises described in Exhibit "A" are: (Check One)
 Vacant and unimproved Agricultural and unimproved
 Improved and
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

- 6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
- 7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
- 8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual owner of the property is: _____

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization

Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, 2020

By: _____
Signature
Angelo D. Kyle - President
Print Name and Title if applicable

State of Illinois)
) ss
County of Lake)

This instrument was acknowledged before me on _____, 2020, by

(SEAL) _____
Notary Public
My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY ONE OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

Owner Lake County Forest Preserve District
Address 1899 W. Winchester Road
Libertyville, Illinois 60048
Route Wadsworth Road
County Lake
Job No.
Parcel No. 0001 A
P.I.N. No. 03-27-300-013
Section 19-00066-09-WR
Project No.
Station
Station
Contract No.
Catalog No.

QUITCLAIM DEED

(Governmental)

The Lake County Forest Preserve District, a body politic and corporate, (Grantor), of the County of Lake, State of Illinois, for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, conveys and quitclaims to the County of Lake, Division of Transportation, (Grantee), all existing legal and equitable rights of Grantor, including, without limitation, any after-acquired title, in and to the following described real estate, to-wit:

See attached legal descriptions:

situated in the County of Lake, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Grantor does not possess rights of Homestead in the premises.

Dated this _____ day of _____, 2020.

By: _____
Signature

By: _____
Signature

Julie Gagnani, Secretary
Print Name

Angelo D. Kyle, President
Print Name

State of Illinois)
) ss
County of Lake)

This instrument was acknowledged before me on _____
by _____

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument and future tax bills to:

Lake County Division of Transportation
Right of Way Department
600 W. Winchester Road
Libertyville, Illinois 60048

Owner Lake County Forest Preserve District
Address 1899 W. Winchester Road
Libertyville, Illinois 60048
Route Wadsworth Road
County Lake
Job No.
Parcel No. 0001 B
P.I.N. No. 03-27-300-013
Section 19-00066-09-WR
Project No.
Station
Contract No.
Catalog No.

QUITCLAIM DEED

(Governmental)

The Lake County Forest Preserve District, a body politic and corporate, (Grantor), of the County of Lake, State of Illinois, for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, conveys and quitclaims to the Village of Wadsworth, an Illinois municipal corporation, (Grantee), all existing legal and equitable rights of Grantor, including, without limitation, any after-acquired title, in and to the following described real estate, to-wit:

See attached legal descriptions:

situated in the County of Lake, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Grantor does not possess rights of Homestead in the premises.

Dated this _____ day of _____, 2020.

By: _____
Signature

By: _____
Signature

Julie Gragnani, Secretary
Print Name

Angelo D. Kyle, President
Print Name

State of Illinois)
) ss
County of Lake)

This instrument was acknowledged before me on _____
by _____

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by the Lake County
DOT and after recording, mail this instrument and future
tax bills to:

Village of Wadsworth
14155 W. Wadsworth Road
Wadsworth, Illinois 60083

Owner Lake County Forest Preserve District
Address 1899 W. Winchester Road
Libertyville, Illinois 60048
Route Wadsworth Road
County Lake
Job No.
Parcel No. 0001 A
P.I.N. No. 03-27-300-013
Section 19-00066-09-WR
Project No.
Station
Station
Contract No.
Catalog No.

CERTIFIED RESOLUTION
(Corporation)

I, Angelo D. Kyle, as President of Lake County Forest Preserve District, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business in the State of Illinois, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the board of directors of said corporation, a quorum of its directors being present, at a meeting held on the day of , 2020, and
2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Angelo D. Kyle, as President, and Julie Grgnani, as Secretary of the above-referenced corporation are hereby authorized and directed to convey the corporation's interest in the following described real estate in Lake County, Illinois to the County of Lake, Division of Transportation for highway purposes for the sum of \$0.00:

See attached legal description.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Dated this _____ day of _____, 2020.

Signature

Print Name and Title

State of) Illinois)
)) ss
County of Lake)

This instrument was acknowledged before me on _____, 2020, by

_____, as _____
of _____

(SEAL)

Notary Public

My Commission Expires: _____

Owner Lake County Forest Preserve District
Address 1899 W. Winchester Road
Libertyville, Illinois 60048
Route Wadsworth Road
County Lake
Job No.
Parcel No. 0001 B
P.I.N. No. 03-27-300-013
Section 19-00066-09-WR
Project No.
Station
Station
Contract No.
Catalog No.

CERTIFIED RESOLUTION
(Corporation)

I, Angelo D. Kyle, as President of Lake County Forest Preserve District, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business in the State of Illinois, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the board of directors of said corporation, a quorum of its directors being present, at a meeting held on the day of , 2020, and
2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Angelo D. Kyle, as President, and Julie Grgnani, as Secretary of the above-referenced corporation are hereby authorized and directed to convey the corporation's interest in the following described real estate in Lake County, Illinois to the Village of Wadsworth, an Illinois municipal corporation, for public roadway purposes for the sum of \$0.00:

See attached legal description.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

