

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF MCHENRY  
AND THE MCHENRY TOWNSHIP ROAD DISTRICT FOR NONDEDICATED  
SUBDIVISION ROAD MAINTENANCE**

This AGREEMENT for nondedicated subdivision road maintenance is made and entered into this 16<sup>th</sup> day of October, 2018 by and between the COUNTY OF MCHENRY, a body politic and corporate, of 2200 North Seminary Avenue, Woodstock, Illinois (hereinafter referred to as "COUNTY") and MCHENRY TOWNSHIP ROAD DISTRICT, a unit of local government, of 3703 N. Richmond Road, Johnsburg, Illinois (hereinafter referred to as "ROAD DISTRICT").

WHEREAS, the COUNTY and the ROAD DISTRICT are authorized by the terms and provisions of Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly; and

WHEREAS, portions of the nondedicated subdivision roads located within McHenry County, Illinois have become "highways" as that term is defined in the Illinois Highway Code, 605 ILCS 5/2-202, and the COUNTY has made application to and the Illinois Department of Transportation (hereinafter "IDOT") has approved the addition of those roads to the COUNTY highway system; and

WHEREAS, portions of the nondedicated subdivision roads are located within the ROAD DISTRICT's territory and are set forth on Exhibit A, attached hereto and incorporated herein, (hereinafter referred to as "NSR Highways" or individually an "NSR Highway"); and

WHEREAS, the COUNTY has jurisdiction over the NSR Highways set forth in Exhibit A, and has determined to accept maintenance responsibility for the NSR Highways; and

WHEREAS, the COUNTY has secured rights to perform maintenance on the NSR Highways, including easement rights; and

WHEREAS, the COUNTY has requested that the ROAD DISTRICT maintain the NSR Highways on behalf of the COUNTY and the ROAD DISTRICT desires to perform this work; and

WHEREAS, it is understood and agreed between the parties that no provision of this Agreement shall be construed as acceptance of the NSR Highways by the ROAD DISTRICT; and

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are an integral part of this Agreement and are incorporated herein.



8. Rights of Third Parties. Nothing herein shall be construed to create any rights or duties to third parties, it being the parties' mutual intent that there be no third party beneficiaries to this Agreement. Any allocation of costs, duties and responsibilities described herein is intended only as an allocation of administrative responsibilities between the COUNTY and the ROAD DISTRICT to facilitate the most economical use of limited public resources and not as an enlargement or diminution of either party's underlying duties or obligations lying in statute or common law.

9. Indemnification. The COUNTY shall indemnify and hold harmless the ROAD DISTRICT from and against any and all losses, claims, injuries, including deaths, arising out of the ROAD DISTRICT's performance of this Agreement, including the actions or conduct of its employees, agents, independent contractors or assigns, except to the extent caused by the gross negligence or willful misconduct of the ROAD DISTRICT and/or its officers, employees, agents, independent contractors or assigns. The ROAD DISTRICT shall indemnify and hold harmless the COUNTY from and against any and all claims, losses, damages, injuries or deaths arising out of the ROAD DISTRICT's performance of this Agreement, including the actions or conduct of its employees, agents, independent contractors or assigns, caused by the grossly negligent, or willful conduct of the ROAD DISTRICT and/or its officers, employees, agents, independent contractors or assigns.

10. Breach. In the event that this Agreement is breached by either party, the other party may serve notice in writing of said breach whereupon the breaching party shall have five (5) days to cure the alleged breach, or such reasonable time as necessary in diligently proceeding to cure such breach. In the event the breaching party fails to cure the breach within the time described herein, the non-breaching party may either cause the breach to be cured at the breaching party's expense or terminate the Agreement immediately upon written notice. In the event the non-breaching party cures the breach the expense of the cure shall not exceed the remaining prorated value of the contract from the date of cure.

11. Modification. This Agreement may be modified by mutual agreement, in writing, by the parties hereto.

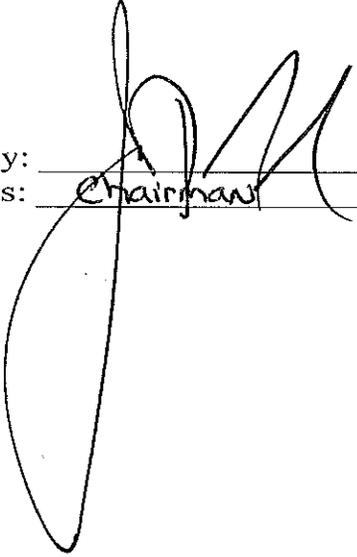
12. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof. The parties signing on behalf of the COUNTY and the ROAD DISTRICT represent that they have full and complete authority and are legally authorized to do so.

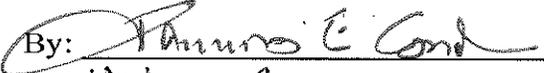
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13. Jurisdiction and Venue. This Agreement shall be interpreted and construed according to the laws of the State of Illinois. Venue for any action arising from this Agreement shall be in the 22nd Judicial Circuit Court, McHenry County, Illinois

COUNTY OF McHENRY

MCHENRY TOWNSHIP  
ROAD DISTRICT

By:   
Its: Chairman

By:   
Its: Highway Commissioner



McHenry County's Jurisdiction of NonDedicated Subdivision Roads  
2019 Maintenance List



EXHIBIT A  
NONDEDICATED SUBDIVISION ROADS/HIGHWAYS

Township	Subdivision	Road Name	From	To	Length (Lin Ft)	Length (Ct-Mile)	Maint. IGA	Maint. IGA with	Maint. IGA End
McHenry	Bay View Estates	Bay View Court	Bay View Lane	Dead End	620.0	0.117	Yes	Township	FY2019
McHenry	Deep Springs Woods	Beach Drive	Lake Shore Drive	Wander Lake Road	1,330.0	0.214	Yes	Township	FY2019
McHenry	Deep Springs Woods	Hilltop Drive	Beach Drive	Sunset Drive	605.0	0.115	Yes	Township	FY2019
McHenry	East Pskakee Bay	Regner Road	Bay Road	Wooded Lane	3,740.0	0.708	Yes	Township	FY2019
McHenry	East Pskakee Bay	Wooded Lane	Regner Road	Magellan Drive	1,140.0	0.216	Yes	Township	FY2019
McHenry	East Pskakee Bay	Magellan Drive	Wooded Lane	Regner Road	1,150.0	0.218	Yes	Township	FY2019
McHenry	Fair Oaks	Fair Oak Lane	Emerald Drive	River Road	670.0	0.127	Yes	Township	FY2019
McHenry	Fair Oaks	Mid Oak Lane	Emerald Drive	River Road	655.0	0.123	Yes	Township	FY2019
McHenry	Hueman's	Orchard Beach Road	North of Kashmiri Avenue	Storwood Drive	500.0	0.095	Yes	Township	FY2019
McHenry	Island View	Hawden Drive	Riverdale Drive	Stafford Drive	400.0	0.075	Yes	Township	FY2019
McHenry	Island View	Stafford Drive	South of Haydon Drive	North of Shady Hollow Lane	290.0	0.055	Yes	Township	FY2019
McHenry	Island View	Shady Hollow Lane	Riverdale Drive	Stafford Drive	360.0	0.068	Yes	Township	FY2019
McHenry	Lookout Point 1	Boston Road	East Lakeshore Drive	Wander Lake Road	875.0	0.166	Yes	Township	FY2019
McHenry	Lookout Point 2	MacArthur Avenue	Hilltop Drive	Wander Lake Road	635.0	0.120	Yes	Township	FY2019
McHenry	Lookout Point 2	Lookout Drive	Harbor Road	Wander Lake Road	475.0	0.090	Yes	Township	FY2019
McHenry	Lookout Point 2	Nantucket Drive	East Lakeshore Drive	Wander Lake Road	700.0	0.133	Yes	Township	FY2019
McHenry	Lookout Point 2	Lynn Road	East Lakeshore Drive	Hilltop Drive	290.0	0.055	Yes	Township	FY2019
McHenry	Lookout Point 2	Cambridge Road	East Lakeshore Drive	Hilltop Drive	390.0	0.074	Yes	Township	FY2019
McHenry	Lookout Point 2	Harbor Road	East Lakeshore Drive	Nantucket Drive	1,965.0	0.372	Yes	Township	FY2019
McHenry	Lookout Point 2	East Lakeshore Drive	Cambridge Road	Nantucket Drive	660.0	0.125	Yes	Township	FY2019
McHenry	Mineral Springs / Clement Lodge	Mineral Springs Drive	Dead End	Nantucket Drive	1,990.0	0.377	Yes	Township	FY2019
McHenry	Mineral Springs / Clement Lodge	Clement Lodge (N)	Dead End	River Road	1,530.0	0.290	Yes	Township	FY2019
McHenry	Mineral Springs / Clement Lodge	Clement Lodge (S)	Clement Lodge (S)	River Road	875.0	0.166	Yes	Township	FY2019
McHenry	Orchard Beach	Orchard Beach Road	Mineral Springs Drive	River Road	635.0	0.120	Yes	Township	FY2019
McHenry	Quinn's Pleasant View	Quinn Road	McHenry City Limit	Kama Avenue	2,115.0	0.402	Yes	Township	FY2019
McHenry	Shalmar	Kama Avenue	River Road	Road End	615.0	0.116	Yes	Township	FY2019
McHenry	Shalmar	Henzada Avenue	Orchard Beach Road	Orchard Beach Road	415.0	0.079	Yes	Township	FY2019
McHenry	Shalmar	Kashmir Avenue	Sterling Drive	Dead End 6/0 Mogra Drive	1,340.0	0.254	Yes	Township	FY2019
McHenry	Shalmar	Mogra Drive	Sterling Drive	Orchard Beach Road	1,335.0	0.253	Yes	Township	FY2019
McHenry	Shalmar	Orchard Beach Road	Kama Avenue	Henzada Ave.	705.0	0.134	Yes	Township	FY2019
McHenry	Sophia Circuit	NiceArthur Drive	Kama Avenue	n/o Kashmiri Avenue	620.0	0.117	Yes	Township	FY2019
McHenry	Wander Woods	Howe Drive	Beach Avenue	Flanders Road	1,495.0	0.283	Yes	Township	FY2019
McHenry	Wander Woods	Woodlane Drive	Wander Woods Drive	Dead End	710.0	0.134	Yes	Township	FY2019
McHenry	Wander Woods	West Lakeshore Drive	Wander Woods Drive	Howe Drive	770.0	0.146	Yes	Township	FY2019
McHenry	Wander Woods	Oak Drive	Wander Woods Drive	n/o Cross Drive	2,605.0	0.493	Yes	Township	FY2019
McHenry	Wander Woods	Hickory Drive	Wander Woods Drive	West Lakeshore Drive	615.0	0.116	Yes	Township	FY2019
McHenry	Wander Woods	Chestnut Drive	Wander Woods Drive	West Lakeshore Drive	420.0	0.080	Yes	Township	FY2019
McHenry	Wander Woods	Willow Drive	n/o Wander Woods Drive	West Lakeshore Drive	785.0	0.145	Yes	Township	FY2019
McHenry	Wander Woods	Cross Drive	Wander Woods Drive	Cypress Drive	510.0	0.097	Yes	Township	FY2019
McHenry	Wander Woods	Cypress Drive	Wander Woods Drive	West Lakeshore Drive	350.0	0.066	Yes	Township	FY2019
McHenry	Wander Woods	Wander Woods Drive	Wander Woods Drive	West Lakeshore Drive	495.0	0.094	Yes	Township	FY2019



McHenry County's Jurisdiction of Nondedicated Subdivision Roads  
2019 Maintenance List



Township	Subdivision	Road Name	From	To	Length (Ln Ft)	Length (CL-Mile)	Maint. IGA	Maint. IGA with	Maint. IGA End
McHenry	Wonder Woods	Hill Drive	West of Wonder Woods Drive	Wonder Woods Drive	490.0	0.093	Yes	Township	FY2019
McHenry	Wonder Woods	Fir Drive	West of Wonder Woods Drive	Wonder Woods Drive	195.0	0.057	Yes	Township	FY2019
McHenry	Wonder Woods	Lone Tree Drive	West of Wonder Woods Drive	Wonder Woods Drive	495.0	0.094	Yes	Township	FY2019
McHenry	Wonder Woods	Court Street	White Oaks Road	Cypress Drive	695.0	0.132	Yes	Township	FY2019
McHenry Totals: Ag					40,665.0	7.702	\$46,212.00		