

**VILLAGE OF VERNON HILLS  
ORDINANCE 2025-023**

**AN ORDINANCE APPROVING A RIGHT OF ENTRY / ACCESS AGREEMENT  
WITH THE VILLAGE OF LIBERTYVILLE FOR THE SEAVEY MASTER  
PLAN PROJECT PHASE 3**

**WHEREAS**, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, the Village of Vernon Hills is working on a stormwater infrastructure project known as the Seavey Master Plan Project Phase 3 to resolve drainage and flooding-related problems impacting properties located within the Village; and

**WHEREAS**, one parcel within the waterway is owned by the Village of Libertyville; and

**WHEREAS**, in order for the Village’s contractor to gain access to this area, a right of entry / access agreement is necessary with the Village of Libertyville; and

**WHEREAS**, the Village Board hereby agrees that this right of entry / access agreement is in the best interests of our residents.

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: APPROVAL:** The Village Manager is hereby authorized to execute the Right of Entry / Access Agreement with the Village of Libertyville subject to final approval by the Village attorney.

**SECTION 2: EFFECTIVE DATE:** This Ordinance shall be in full force and effect from its passage and approval.

**SECTION 3: ORDINANCE NUMBER:** This Ordinance shall be known as Ordinance Number 2025-023.

Dated the 18th of February, 2025.

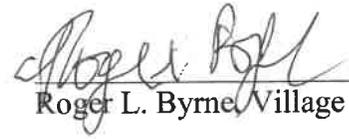
Adopted by roll call votes as follows:

AYES: 6 – Schenk, Marquardt, Forster, Oppenheim, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka

*[Signature Page to Follow]*

  
Roger L. Byrne Village President

PASSED: 02/18/2025  
APPROVED: 02/18/2025  
ATTEST: 02/18/2025

  
Kevin Timony, Village Clerk



**EXHIBIT A**

**SEAVEY DITCH RIGHT OF ENTRY AGREEMENT LIBERTYVILLE**

## RIGHT OF ENTRY / ACCESS AGREEMENT

This Agreement is made this 18th day of February 2025, by and between the Village of Vernon Hills, ("Vernon Hills"), as the entity overseeing the construction of streambank stabilization and restoration improvements along the Seavey Drainage Ditch, and the Village of Libertyville, an Illinois Municipal Corporation ("Libertyville").

**WHEREAS**, Vernon Hills is proposing to remove trees and brush, perform grading improvements to the streambanks, and restore disturbed areas with stone riprap and seeding (collectively, the "Improvements"), in part within the Village of Libertyville-owned parcel of real property with a Property Identification Number of 11-29-200-002, commonly referred to as 27707 N. Butterfield Road, Libertyville, Illinois, 60048 (the "Property"), for the purpose of providing enhancements to the functionality and stability of the Seavey Drainage Ditch, within the area depicted on Exhibit A which is attached hereto; and

**WHEREAS**, the Improvements necessitate that Vernon Hills, and its subcontractors, access and perform construction activities within the Property; and

**WHEREAS**, Libertyville seeks to be protected against loss, damage or injury which might or could arise from Libertyville giving permission to Vernon Hills, and/or its subcontractors, to enter the Property for purposes of constructing the Improvements; and

**WHEREAS**, Vernon Hills is willing to provide for Libertyville protection against loss, damage or injury, by reason of the

provisions of this Agreement, provided Libertyville grants Vernon Hills access to the Property to construct the Improvements;

**NOW, THEREFORE,** it is agreed by and between the parties as follows:

1. Libertyville hereby permits and authorizes Vernon Hills, and/or its subcontractors, to enter onto the Property, on the approximate date(s) of \_\_\_\_\_, 2025 through \_\_\_\_\_, 2025, for purposes of constructing the Improvements. It is further acknowledged that this Agreement shall become null and void as of \_\_\_\_\_, 2025.

2. Not later than \_\_\_\_\_, 2025, Vernon Hills must restore all landscaped areas and any other existing features that are disrupted by the Improvements or by the construction thereof, within and adjacent to the Property, to their pre-construction conditions or better.

3. In consideration of the right of entry granted to Vernon Hills herein, Vernon Hills agrees to release Libertyville from any and all claims Vernon Hills might have for injury, damage or loss as might arise during the activities to be engaged in by Vernon Hills, or by others acting on behalf of Vernon Hills, specifically with respect to the construction of the Improvements or the condition of the Property, as permitted by this Agreement.

4. Vernon Hills further agrees to and does hereby hold Libertyville harmless from and against any loss, damage or injury that might arise by reason of any claim made by any third person, whether hired or employed by Vernon Hills, to the extent any such claims for injury, damage or loss made by such others are alleged to arise from those activities undertaken by Vernon Hills, or those

acting on Vernon Hills' behalf, specifically with respect to the construction of the Improvements or the condition of the Property.

5. It is the intention of the parties hereto that this Agreement shall release Libertyville from any and all liability for loss, damage or injury to Vernon Hills or others, whether such injury results from the negligent act of Vernon Hills, Libertyville, third persons, or as a result of the condition of the Property, to the extent that any such claim, cause of action or demand arises out of the construction of the Improvements or the condition of the Property.

6. Aside from those rights conveyed to Vernon Hills herein, Vernon Hills otherwise obtains no possessory interests or rights in the Property and is not hereby given the authority to allow any other person in or onto the Property other than as such person's presence might be necessary to cause that work which is to be done under this Agreement to be accomplished. In that regard, Vernon Hills acknowledges that Libertyville has no control or supervision over those who might enter the Property to cause work to be done and Libertyville has no contractual arrangement or other arrangement with any person brought in by Vernon Hills to do any such work.

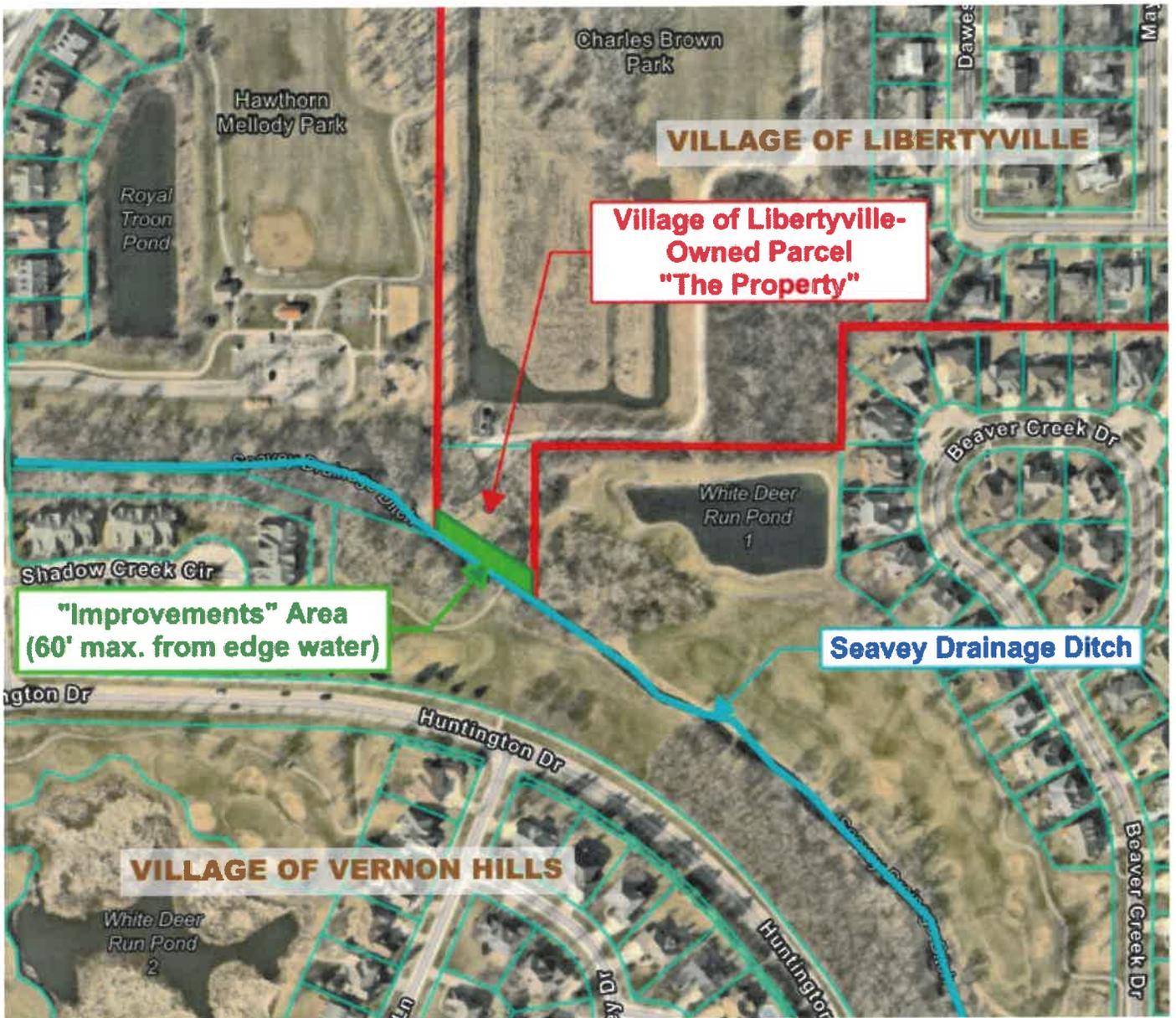
**Vernon Hills**  
Village of Vernon Hills

**Libertyville**  
Village of Libertyville

By: Kevin Timony  
Kevin Timony  
Village Manager

By: \_\_\_\_\_  
Kelly Amidei  
Village Administrator

**EXHIBIT A**  
Location Exhibit



VILLAGE OF VERNON HILLS

ORDINANCE NO. 2025-023

AN ORDINANCE APPROVING A RIGHT OF ENTRY / ACCESS AGREEMENT WITH THE  
VILLAGE OF LIBERTYVILLE FOR THE SEAVEY MASTER PLAN PROJECT PHASE 3

THE 18<sup>th</sup> DAY OF FEBRUARY 2025

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
18<sup>th</sup> day of February, 2025



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE     )

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2025-023 AN ORDINANCE APPROVING A RIGHT OF ENTRY / ACCESS AGREEMENT WITH THE VILLAGE OF LIBERTYVILLE FOR THE SEAVEY MASTER PLAN PROJECT PHASE 3 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM FEBRUARY 18, 2025 TO MARCH 4, 2025.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 18th DAY OF FEBRUARY 2025

  
\_\_\_\_\_  
Notary Public

