

**AGREEMENT
FOR THE TRANSFER OF WELL HOUSE PROPERTY
PIN #06-20-100-016**

THIS AGREEMENT is entered into by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chairman and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF ROUND LAKE BEACH, an Illinois Municipal Corporation, acting by and through its Mayor and Village Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as the “Parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

RECITALS

WHEREAS, the VILLAGE obtained an area of real property located west of SUNSET DRIVE and south of OAKWOOD DRIVE and north of the Commonwealth Edison Company right of way, identified by PIN 06-20-100-016 (hereinafter WELL HOUSE PROPERTY); and,

WHEREAS, WELL HOUSE PROPERTY has been determined by the Lake County Public Works Department to be necessary for current lagoon operations and improvements; and,

WHEREAS, a legal description of the WELL HOUSE PROPERTY is attached to THIS AGREEMENT as Exhibit A and is hereby made a part hereof; and,

WHEREAS, a general depiction of the WELL HOUSE PROPERTY is attached to THIS AGREEMENT as Exhibit B and is hereby made a part hereof; and,

WHEREAS, the COUNTY desires to acquire said WELL HOUSE PROPERTY from the VILLAGE for County use purposes; and,

WHEREAS, the VILLAGE desires to dispose of said WELL HOUSE PROPERTY and to transfer said property to the COUNTY via Quit Claim Deed for public use purposes; 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 COUNTY and the VILLAGE may transfer all of their right, title and interest, in the real property described above upon such terms as may be agreed upon by the corporate authorities of the COUNTY and the VILLAGE subject to the provisions of such ACT; and,

WHEREAS, the transfer of real property as described will be of immediate benefit to the customers of the COUNTY and the VILLAGE and will be permanent in nature;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made

and pursuant to all applicable statutes, local ordinances, and authority, the COUNTY and the VILLAGE do hereby enter into the following:

**SECTION I.
Recitals/Headings**

1. The foregoing recitals are, by this reference, fully incorporated into and made a part of THIS AGREEMENT.
2. It is mutually agreed by and between the Parties that 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.
Property Conveyance:
WELL HOUSE PROPERTY**

1. The COUNTY, at its sole expense may prepare, or cause to be prepared, surveys, plats and land conveyance documents for the property conveyance contemplated herein for the WELL HOUSE PROPERTY.
2. The VILLAGE makes no representation about the condition of the well located on the WELL HOUSE PROPERTY and makes no representation if the well operates for its intended purpose. The COUNTY accepts the condition of the WELL HOUSE PROPERTY and the well located thereon in “AS-IS, WHERE IS” condition.”
3. The VILLAGE agrees to convey to the COUNTY, for a well house and other such public uses, its interest in the WELL HOUSE PROPERTY, as described on Exhibit B, for \$10.00 consideration from the COUNTY.
4. Provided they are consistent with the provisions, paragraphs and words of THIS AGREEMENT, the COUNTY agrees to execute and return to the VILLAGE the conveyance documents for said WELL HOUSE PROPERTY within ten (10) working days of the receipt of said documents. The COUNTY will cause the conveyance documents to be recorded and shall provide the VILLAGE a copy of the recorded conveyance documents for its records.

SECTION III.
General Provisions

The Parties agree that:

1. Each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
2. THIS AGREEMENT shall be deemed to take effect on the date that the last authorized agent of the Parties affixes their signature.
3. 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.
4. The agreement of the Parties is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.
5. Any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the Parties.
6. THIS AGREEMENT shall be binding upon and inure to the benefit of the Parties, their successors and assigns. Neither party 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 to THIS AGREEMENT.
7. 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.
8. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

ATTEST:

Village Clerk

VILLAGE OF ROUND LAKE BEACH

By: _____
Mayor

Date: _____

ATTEST:

Clerk
Lake County

COUNTY OF LAKE

By: _____
Chair, Lake County Board

Date:

EXHIBIT A

Legal Description

WELL HOUSE PROPERTY Legal Description PIN# 06-20-100-016

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS (NOW KNOWN AS COMMONWEALTH EDISON COMPANY) AND THE WEST RIGHT OF WAY OF SUNSET DRIVE AS DEDICATED FOR PUBLIC ROADWAY PURPOSES BY DOCUMENT 3090016; THENCE NORTH 00°02'07" EAST ALONG SAID WEST RIGHT OF WAY 30.76 FEET; THENCE NORTH 90°00'00" WEST 16.31 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 98.50 FEET, CHORD BEARING SOUTH 82°07'53" WEST; 27.05 FEET; THENCE SOUTH 74°15'45" WEST 168.10 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 121.50 FEET, CHORD BEARING SOUTH 82°32'15" WEST, 35.09 FEET; THENCE NORTH 89°11'16" WEST 364.02 FEET; THENCE NORTH 00°48'44" EAST 45.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°11 '16" EAST 49.25 FEET; THENCE NORTH 00°48'44" EAST 55.30 FEET; THENCE NORTH 56°42'38" WEST 14.00 FEET; THENCE NORTH 89°11 '16" WEST 37.44 FEET; THENCE SOUTH 00°48'44" WEST 62.82 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS

EXHIBIT B

General Depiction of Well House Property