

DRAFT

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF GRAYSLAKE
FOR THE TRANSFER OF REAL PROPERTIES
AT THE INTERSECTION OF LAKE STREET
AND WASHINGTON STREET (COUNTY HIGHWAY 45)**

THIS AGREEMENT is entered into this _____, day of _____, A.D. 20____, by and between 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, and the VILLAGE OF GRAYSLAKE, an Illinois Municipal Corporation, acting by and through its Mayor and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either 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, made certain roadway and non-motorized improvements along Washington Street (County Highway 45) from Haryan Way to Lake Street, hereinafter referred to as the IMPROVEMENT. Said IMPROVEMENT is known as COUNTY Section 11-00121-11-BR, was let on November 21, 2014, and included the construction of a detention pond at the northwest corner of Washington Street and Lake Street (hereinafter DETENTION POND) as detailed in the plans, specifications, and construction contract for the IMPROVEMENT; and,

WHEREAS, the COUNTY has jurisdictional authority and maintenance responsibility over Washington Street; and,

WHEREAS, the VILLAGE has jurisdictional authority and maintenance responsibility over Lake Street; and,

WHEREAS, as part of the IMPROVEMENT, the COUNTY acquired real property at the northwest corner of Washington Street and Lake Street to construct the DETENTION POND (hereinafter DETENTION POND PROPERTY); and,

WHEREAS, the VILLAGE desires to install a new storm sewer along Washington Street, within COUNTY right-of-way, between Haryan Way and Lake Street that will provide improved drainage and enhanced flood protection to the Haryan Farms Subdivision and surrounding area (hereinafter HARYAN FARMS STORM SEWER); and,

WHEREAS, the VILLAGE desires to use the DETENTION POND and DETENTION POND PROPERTY for the HARYAN FARMS STORM SEWER; and,

WHEREAS, the COUNTY desires the VILLAGE to assume ownership of the DETENTION POND PROPERTY along with ownership and maintenance of the DETENTION POND and associated storm sewer facilities; and,

WHEREAS, a general depiction of the HARYAN FARM STORM SEWER, DETENTION POND, and DETENTION POND PROPERTY are included in Exhibit A, which is attached to THIS AGREEMENT and is hereby made a part hereof; 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 may transfer all of its right, title and interest, in the DETENTION POND PROPERTY 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 COUNTY, by way of a COUNTY Board Resolution, shall transfer legal ownership of the DETENTION POND PROPERTY to the VILLAGE, pursuant to the ACT; and,

WHEREAS, the VILLAGE, by way of a VILLAGE Ordinance, shall request the transfer of legal ownership of the DETENTION POND PROPERTY, pursuant to the ACT; and,

WHEREAS, the transfer of the DETENTION POND PROPERTY will be of immediate benefit to the residents 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. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto 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.
DETENTION POND PROPERTY Conveyance

1. The VILLAGE agrees that it is leading the HARYAN FARMS STORM SEWER project, including the necessary engineering, land acquisition, and construction, without any reimbursement from the COUNTY.

The VILLAGE further agrees to have the HARYAN FARMS STORM SEWER project designed in accordance with the Lake County Stormwater Management Commission's Watershed Development Ordinance; specifically, that the DETENTION POND and the DETENTION POND's outlet control structure and outlet piping will have adequate capacity to handle the increase in stormwater volume from the HARYAN FARMS STORM SEWER project.

The VILLAGE further agrees to obtain a permit from the Lake County Division of Transportation (hereinafter LCDOT) for the work within the LCDOT right-of-way prior to the start of construction of the HARYAN FARMS STORM SEWER project.

2. It is mutually agreed by and between the parties hereto that the ACT authorizes the COUNTY's conveyance of the DETENTION POND PROPERTY to the VILLAGE.
3. The VILLAGE agrees to request the transfer of legal ownership of the DETENTION POND PROPERTY by way of an Ordinance, pursuant to the ACT.
4. The COUNTY agrees to transfer legal ownership of the DETENTION POND PROPERTY to the VILLAGE by way of a COUNTY Board Resolution, pursuant to the ACT. The COUNTY further agrees to transfer said DETENTION POND PROPERTY to the VILLAGE via Quit Claim Deed.
5. The VILLAGE agrees, at its sole expense, to prepare, or cause to be prepared, the necessary surveys, plats and land conveyance documents for the conveyance of the DETENTION POND PROPERTY from the COUNTY to the VILLAGE.

6. It is mutually agreed by and between the parties hereto that the conveyance of the DETENTION POND PROPERTY from the COUNTY to the VILLAGE shall be for green space, drainage, storm water detention, and other such public uses. Should the VILLAGE desire to lease, sell and/or change the use of the DETENTION POND PROPERTY in the future, the VILLAGE shall make a written request to the LCDOT's County Engineer (hereinafter COUNTY ENGINEER) regarding the proposed lease, sale, or change of use of the DETENTION POND PROPERTY for his/her approval. Whether to grant that approval and the terms and conditions for the proposed lease, sale or change of use of the DETENTION POND PROPERTY would be determined in the sole discretion of the COUNTY ENGINEER.
7. Provided they are consistent with the provisions, paragraphs and words of THIS AGREEMENT, the VILLAGE agrees to execute and return to the COUNTY ENGINEER the conveyance documents for said DETENTION POND PROPERTY within ten (10) working days of the receipt of said documents. The COUNTY ENGINEER 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.

Ownership, Maintenance Responsibilities for the DETENTION POND PROPERTY, DETENTION POND and associated storm sewer facilities.

1. The VILLAGE agrees to assume ownership and maintenance responsibilities of the DETENTION POND PROPERTY, including the DETENTION POND and associated storm sewer facilities, without reimbursement by the COUNTY.
2. It is mutually agreed by and between the parties hereto that the DETENTION POND was designed and constructed to provide the 3.66 acre-feet of storm water detention volume required for the IMPROVEMENT.
3. The VILLAGE agrees to grant to the COUNTY a permanent easement for 3.66 acre-feet of storm water detention volume required for the IMPROVEMENT and a permanent easement to access the DETENTION POND PROPERTY, as necessary, to ensure proper functionality of the DETENTION POND, associated storm sewer and conveyance routes attributed to the right-of-way of Washington Street (COUNTY Highway 45) which is tributary to the DETENTION POND. A recordable Plat of Permanent Easement shall be signed by the VILLAGE and delivered to the COUNTY prior to the start of construction of the HARYAN FARMS STORM SEWER project.
4. It is mutually agreed by and between the parties hereto that no action shall be taken which would prohibit, hinder, interfere with, block, re- route, diminish, or lessen or render ineffective, in any manner or form, the rights or the exercise of the rights to the COUNTY regarding the DETENTION POND as conferred herein. No grading, buildings, signs, conduits, cables, wires,

sewers, pipes, watermains, vaults, transmissions lines, fencing, landscaping, or other such features, facilities or structures shall be placed in such a manner as to be conflict with the rights conferred herein to the COUNTY regarding the DETENTION POND or the exercise of said rights. The reservation and the rights as conferred herein to the COUNTY regarding the DETENTION POND shall be over the entire DETENTION POND PROPERTY. The reservation and the rights as conferred herein shall not be superseded by any other easement or easements or land encumbrances that may be conferred on the DETENTION POND PROPERTY following the effective date of this agreement. Nothing shall be constructed or placed within, above, or overhead of the DETENTION POND without the written permission of the COUNTY.

SECTION IV. General Provisions

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, nor is the VILLAGE (including its elected officials, duly appointed officials, employees and agents), to be construed to be the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever, or the COUNTY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the VILLAGE for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY, and vice versa, with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by and between the parties hereto that 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, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that 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 provision 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.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.

5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in the Circuit Court of 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 and obligations contained herein.
6. It is mutually agreed by and between the parties hereto that 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.
7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
8. It is mutually agreed by and between the parties hereto that 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 hereto.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may 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 other party, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. Except where otherwise provided in THIS AGREEMENT, the term of THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both parties.
12. Notwithstanding any provision to the contrary in THIS AGREEMENT, the VILLAGE shall have the right to terminate this AGREEMENT at any time prior to the commencement of construction by or on behalf of the VILLAGE within the COUNTY right-of-way or on the DETENTION POND PROPERTY, in the event that the VILLAGE has not received the necessary grant to construct the HARYAN FARMS STORM SEWER project. Such termination shall be effective upon the VILLAGE delivery of written notice of termination to the COUNTY ENGINEER.

ATTEST:

Cynthia Lee
Cynthia Lee
Village Clerk



VILLAGE OF GRAYSLAKE

By: Rhett Taylor
Rhett Taylor
Mayor

Date: 5-19-2023

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Lake County Director of Transportation/
County Engineer

COUNTY OF LAKE

By: _____
Sandra Hart
Chair, Lake County of Board

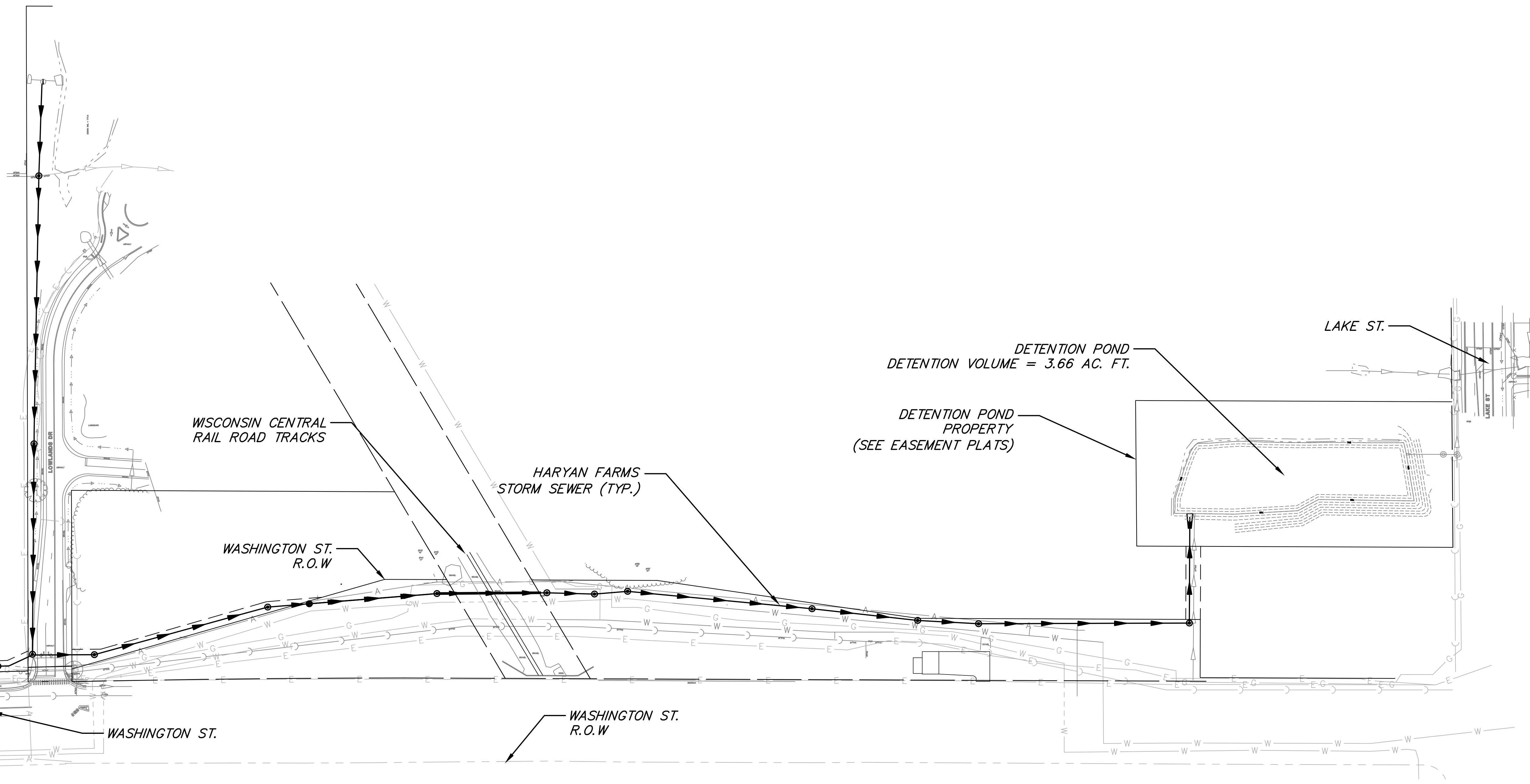
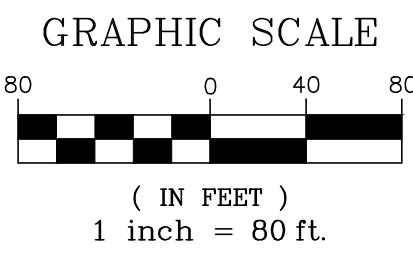
ATTEST:

Anthony Vega
Clerk
Lake County

Date: _____

EXHIBIT A

General Depiction of HARYAN FARM STORM SEWER,
DETENTION POND PROPERTY, and DETENTION POND



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GHA **GEWALT HAMILTON ASSOCIATES, INC.**
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

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EXHIBIT A
HARYAN FARMS STORM SEWER IMPROVEMENTS
VILLAGE OF GRAYSLAKE
GRAYSLAKE, ILLINOIS

NO.	BY	DATE	REVISION	NO.	BY	DATE	REVISION

FILE 4990.066-PR12.dwg	GHA PROJECT # 4990.066
DRAWN BY: KRM DATE: 3/27/23	SCALE: 1"=80'
CHECKED BY: DJS DATE: 3/27/23	

SHEET NUMBER: **1**
OF 1 SHEETS