

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF LAKE VILLA  
FOR INTERSECTION IMPROVEMENTS AT  
FAIRFIELD RD (COUNTY HIGHWAY 49) AND  
MONAVILLE ROAD (COUNTY HIGHWAY 55) INCLUDING  
CONSTRUCTION OF A ROUNDABOUT AND FORCEMAIN RELOCATION**

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 Lake Villa, an Illinois Municipal Corporation, acting by and through its Mayor and Board of 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.

**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 permanent roadway and non-motorized facility improvements to the intersection of Fairfield Road (COUNTY Highway 49) and Monaville Road (COUNTY Highway 55) (hereinafter the IMPROVEMENT). Said IMPROVEMENT shall include, but not be limited to, the construction of a roundabout, signage and street lighting, multi-use path, forcemain relocation, cul-de-sac and landscaping and shall be known as COUNTY Section 15-00120-06-CH. As of this writing, the anticipated letting date for the IMPROVEMENT is 2/9/2021; and,

**WHEREAS**, the IMPROVEMENT limits are generally depicted on Exhibit A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Benesch Engineering, (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated 5/17/2019 (Prefinal version); and,

**WHEREAS**, the COUNTY has maintenance and jurisdictional authority over Fairfield Road (COUNTY Highway 49) and Monaville Road (COUNTY Highway 55); and,

**WHEREAS**, the COUNTY is desirous that the Village’s existing 12” forcemain be relocated from under the proposed pavement along Monaville Road, approximately between station 49+85 and 55+25 (hereinafter FORCEMAIN RELOCATION) as part of the IMPROVEMENT and as depicted in Exhibit B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, the COUNTY acknowledges that a portion of the FORCEMAIN RELOCATION is located within an easement that has superior rights to the COUNTY’s right-of-way, in accordance with recorded documents at the Lake County Recorder’s office, designated as

documents #3037082 and #2812575 (hereinafter SUPERIOR EASEMENT), that are included as Exhibit C to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof, and that the portion of FORCEMAIN RELOCATION located within the SUPERIOR EASEMENT shall be at the COUNTY's sole expense inclusive of design, construction and construction engineering costs; and,

**WHEREAS**, the VILLAGE acknowledges that a portion of the FORCEMAIN RELOCATION is located within the existing Fairfield Road right-of-way via permit #168-007-92 and not within the SUPERIOR EASEMENT, for which the entire cost of its relocation, inclusive of design, construction and construction engineering costs, would be at the VILLAGE's sole expense; and,

**WHEREAS**, the COUNTY is desirous that, upon completion of the IMPROVEMENT, the VILLAGE release the portion of the SUPERIOR EASEMENT that falls within the project limits (hereinafter RELEASE OF EASEMENT); and,

**WHEREAS**, the VILLAGE is desirous that, in exchange for the RELEASE OF EASEMENT, the COUNTY shall be responsible for the entire costs associated with the FORCEMAIN RELOCATION, including the portion within the existing Fairfield Road right-of-way that is not within the SUPERIOR EASEMENT, without reimbursement from the VILLAGE; and,

**WHEREAS**, the VILLAGE is desirous to provide a future pedestrian connection from Amber Lane to the existing Grant Woods Forest Preserve Trail approximately 3,000 feet to the west of the intersection of Fairfield Road and Monaville Road and for the COUNTY to consider participation in the future project; and,

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and,

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the parties do hereby agree to 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.**  
**Construction and Maintenance of the IMPROVEMENT**  
COUNTY Section Number 17-00076-19-CH

1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT in accordance with Lake County Division of Transportation (LCDOT) policies and standards

As of this writing, the current PLANS are the Prefinal set of plans and specifications prepared by Benesch Engineering, with a submission date of 5/17/2019. Said PLANS, by reference herein, hereby become a part hereof.

2. It is mutually agreed by and between the parties hereto that the limits of the IMPROVEMENT, inclusive of the FORCEMAIN RELOCATION are generally depicted on Exhibit A attached to THIS AGREEMENT.
3. The VILLAGE shall have the opportunity to review and approve the PLANS with respect to the FORCEMAIN RELOCATION. Said review and approval of the PLANS by the VILLAGE shall not be unreasonably withheld.
4. The Village agrees to assist the COUNTY in preparing and signing the IEPA Permit(s) required for the FORECEMAIN RELOCATION. Said review and signing of the IEPA Permit(s) by the VILLAGE shall not be unreasonably withheld.
5. It is mutually agreed by and between the parties hereto that the COUNTY shall process the construction of the IMPROVEMENT to be let and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is 2/9/2021. (The letting date is subject to change, without notice to the VILLAGE, and is dependent upon project readiness and the availability of project funding.)
6. The COUNTY agrees to 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, without reimbursement from the VILLAGE as hereinafter stipulated in THIS AGREEMENT.
7. The COUNTY agrees to prepare, or cause to be prepared, all necessary documents for any rights-of-way or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or easements, either permanent or temporary. The COUNTY further agrees that any costs associated with any land acquisition required for the IMPROVEMENT shall be the COUNTY's responsibility and without reimbursement from the VILLAGE.
8. The COUNTY agrees to record all COUNTY Highway rights-of-way that may be acquired in connection with the IMPROVEMENT.

9. The COUNTY shall be responsible for one hundred percent (100%) of the costs for the FORCEMAIN RELOCATION, including design engineering, construction and construction engineering.
10. The COUNTY agrees that, upon substantial completion of the IMPROVEMENT, the COUNTY will prepare, or will cause to be prepared, the necessary documentation for the RELEASE OF EASEMENT at no cost to the VILLAGE.
11. The VILLAGE agrees that, upon receipt from the COUNTY, the VILLAGE will review and execute the documentation necessary for the RELEASE OF EASEMENT at no cost to the COUNTY. Said review and execution of the documentation by the VILLAGE shall not be unreasonably withheld.

It is further mutually agreed by and between the parties hereto that, upon receipt from the VILLAGE, the COUNTY shall record the executed RELEASE OF EASEMENT documentation with the Lake County Recorder's office at no cost to the VILLAGE.

12. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue jurisdictional and maintenance responsibilities over Fairfield Road (County Highway 49) and Monaville Road (County Highway 55) and the VILLAGE shall continue ownership and maintenance responsibility of the VILLAGE's forcemain relocated as a part of this IMPROVEMENT.
13. It is further mutually agreed by and between the parties hereto that 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 April 1, 2021 stating the VILLAGE's intent to own and maintain the VILLAGE's forcemain within the limits of the IMPROVEMENT and within COUNTY highway right-of-way, the approval of which shall not be unreasonably withheld by the COUNTY.
14. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the VILLAGE's forcemain within the limits of the IMPROVEMENT and within COUNTY highway right-of-way shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the forcemain 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.
15. The VILLAGE is desirous to provide a future pedestrian connection from Amber Lane to the existing Grant Woods Forest Preserve Trail approximately 3,000 feet to the west of the intersection of Fairfield Road and Monaville Road.

It is mutually agreed by and between the parties hereto that the COUNTY will provide, as a reimbursement to the VILLAGE, eighty percent (80%) of the construction cost for the

portion of the VILLAGE's pedestrian improvement that is within the limits of this IMPROVEMENT. The VILLAGE shall determine the type of pedestrian facility (i.e. bike path or sidewalk) and the COUNTY shall agree to permit the construction of the improvement within the COUNTY right of way, provided that the Village complies with Chapter 90 (Highway Access and Use) of the Lake County Code of Ordinances, as amended, and all applicable state and federal guidelines, policies and procedures.

It is further mutually agreed by and between the parties hereto that the VILLAGE will provide at least twenty-four (24) months' notice to the COUNTY prior to letting the project to ensure programming of funds, obtain the necessary permit approvals from the COUNTY, assume ownership and maintenance responsibility for the future pedestrian facility and award the construction contract within eight (8) years of the execution of THIS AGREEMENT.

### **SECTION III. 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, or as constituting the VILLAGE (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY 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's 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 February 1, 2021, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to February 1, 2021. In the event the date that the last authorized agent of the parties hereto

affixes his/her signature to THIS AGREEMENT is subsequent to February 1, 2021, the effective date of THIS AGREEMENT shall then be 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 any court of competent jurisdiction 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 COUNTY, 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. It is mutually agreed by and between the parties hereto that any notice required by the provisions of THIS AGREEMENT shall be mailed to:

If to the COUNTY:

Director of Transportation/County Engineer  
Lake County Division of Transportation  
600 West Winchester Road  
Libertyville, IL, 60048-1381

If to the Village:

Village of Lake Villa  
65 Cedar Avenue  
P.O. Box 519

Lake Villa, IL 60046

12. THIS AGREEMENT shall be terminable only by the mutual written agreement of the Parties.

**VILLAGE OF LAKE VILLA**

ATTEST:

Mary Konrad  
Village Clerk

By:

James McDonald  
Mayor James McDonald  
Village of Lake Villa

Date: \_\_\_\_\_

**RECOMMENDED FOR EXECUTION**

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

**COUNTY OF LAKE**

ATTEST:

\_\_\_\_\_  
County Clerk

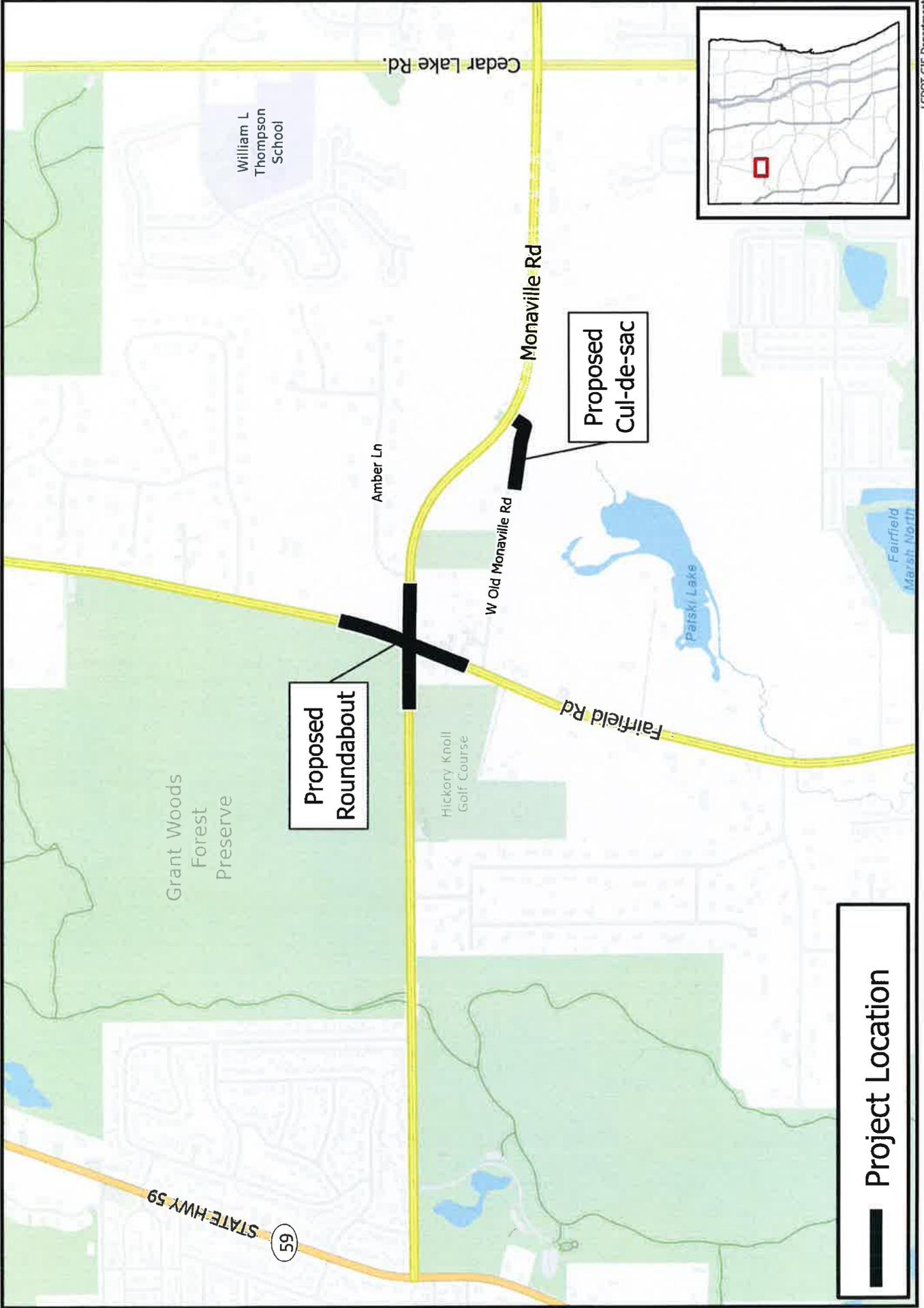
By: \_\_\_\_\_  
Chair  
Lake County Board

Date: \_\_\_\_\_

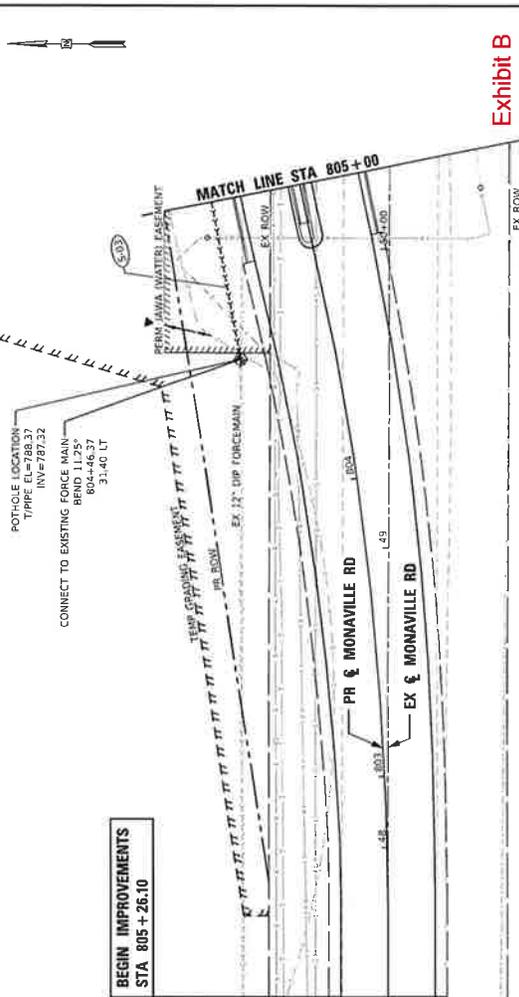
**Exhibit A**

# Location Map Fairfield Road and Monaville Road Roundabout

Exhibit A



**Exhibit B**



DRAFT

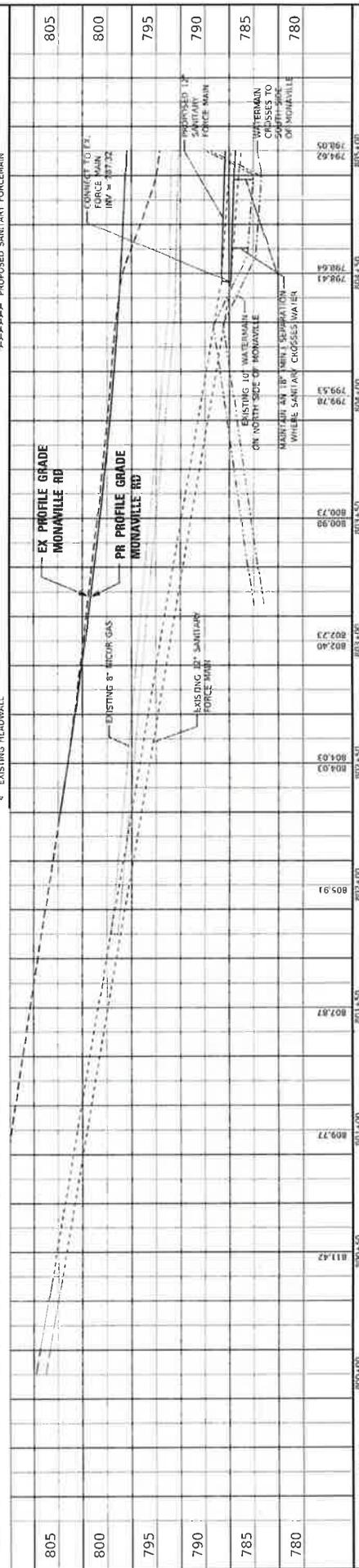
Exhibit B

- NOTES:**
- THE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS PROVIDED FOR THIS PROJECT. THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, AND SHALL MEET IEPA STANDARDS FOR SEWAGE WORKS AND FORCE MAINS IN CASE OF CONFLICTS. THE MORE STRINGENT STANDARDS AND NOTES SHALL TAKE PRECEDENCE.
  - CONTRACTOR TO VERIFY DEPTH OF EX. 10" WATER MAIN AND MAINTAIN A MINIMUM OF 18" OF SEPARATION WHERE SANITARY CROSSES OVER WATER.
  - CONTRACTOR SHALL CONTACT UTILITY PRIOR TO THE START OF CONSTRUCTION TO LOCATE ALL UTILITIES WITHIN THE ROW.
  - REFER TO DAMAGE PLAN AND PROFILES SHEETS FOR STORM SEWER INFORMATION.

**BEGIN IMPROVEMENTS**  
STA 805+26.10

**FORCEMAIN PIPE SCHEDULE**

PIPE ID	DOWNHILL STRUCTURE	UPHILL STRUCTURE	DOWNHILL INVERT	UPHILL INVERT	SLOPE (%)	LENGTH (FT)	DIAMETER (IN)	ITEM NUMBER	ITEM	TRENCH BACKFILL (CU YD)
S-01	-	-	789.97	784.00	-0.76	131	12	XDC28934	HIGH DENSITY POLYETHYLENE PIPE 12"	-
S-02	-	-	784.00	786.29	-0.76	299	12	XDC28934	HIGH DENSITY POLYETHYLENE PIPE 12"	-
S-03	-	-	786.29	787.32	-0.76	121	12	XDC28934	HIGH DENSITY POLYETHYLENE PIPE 12"	-
S-04	-	-	787.32	783.55	-0.76	113	24	Z0007900	STEEL CASINGS 24"	275



DATE	BY	REVISION / REMARKS	SCALE	SECTION NUMBER	SHEET NUMBER
7/7	JL	REVISION	AS SHOWN	150	XX
7/7	JL	REVISION	AS SHOWN	150	XX
7/7	JL	REVISION	AS SHOWN	150	XX

**benesch**  
Director of Transportation

**SCALE**  
NAME: 1" = 10'

**FORCEMAIN PLAN AND PROFILE**  
MONAVILLE RD

CHAS 120  
CHSS 150

15-00120-06-CH

157

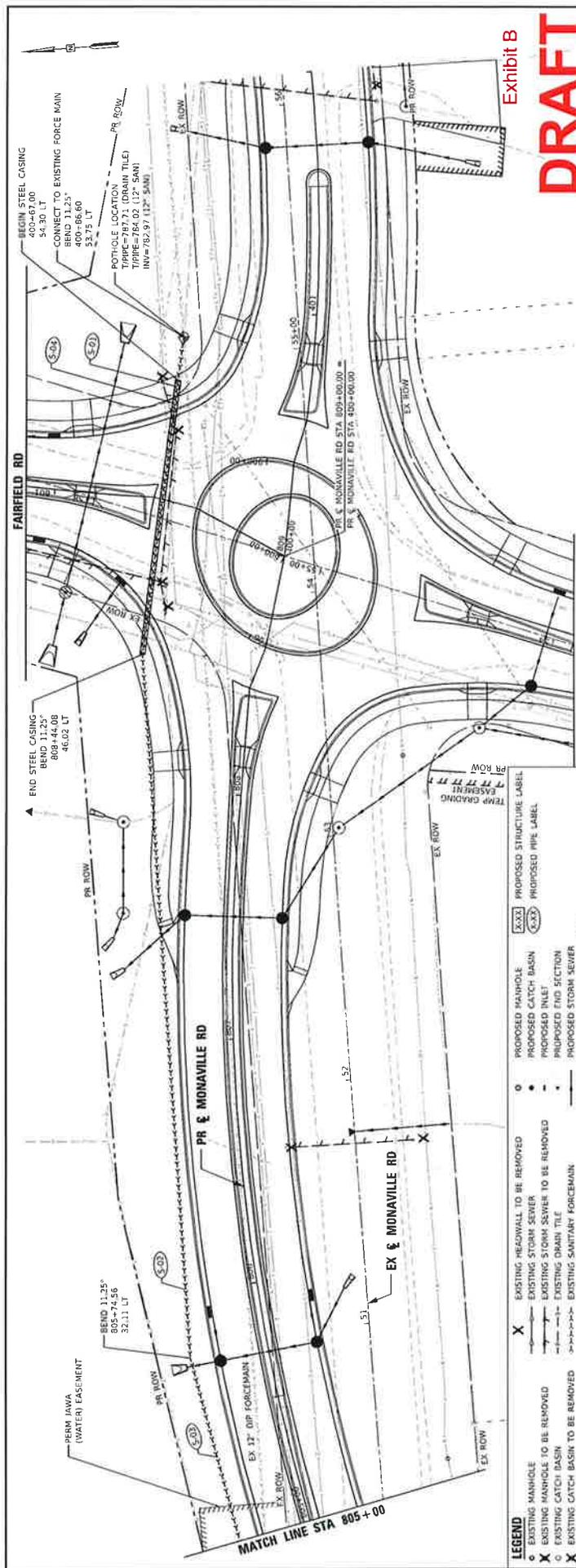


Exhibit B

**DRAFT**

**LEGEND**

- X EXISTING HEADWALL TO BE REMOVED
- EXISTING MANHOLE
- EXISTING STORM SEWER
- EXISTING STORM SEWER TO BE REMOVED
- EXISTING CATCH BASIN
- EXISTING DRAIN TILE
- EXISTING STORM SEWER
- EXISTING SANITARY FORCEMAIN
- EXISTING HEADWALL
- PROPOSED HEADWALL TO BE REMOVED
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER TO BE REMOVED
- PROPOSED CATCH BASIN
- PROPOSED DRAIN TILE
- PROPOSED STORM SEWER
- PROPOSED SANITARY FORCEMAIN

STATION	DESCRIPTION	DATE	BY	SCALE	DATE	BY
805	PR PROFILE GRADE MONAVILLE RD	7/7	JANORIC	1" = 40'	7/7	JANORIC
800	PR PROFILE GRADE MONAVILLE RD	7/7	JANORIC	1" = 40'	7/7	JANORIC
795	EX PROFILE GRADE MONAVILLE RD	7/7	JANORIC	1" = 40'	7/7	JANORIC
790	EX PROFILE GRADE MONAVILLE RD	7/7	JANORIC	1" = 40'	7/7	JANORIC
785	PROPOSED 12" SANITARY FORCE MAIN	7/7	JANORIC	1" = 40'	7/7	JANORIC
780	PROPOSED 12" SANITARY FORCE MAIN	7/7	JANORIC	1" = 40'	7/7	JANORIC

NO.	REVISION	DATE	BY	SCALE	DATE	BY
794.62		7/7	JANORIC	1" = 40'	7/7	JANORIC
796.03		7/7	JANORIC	1" = 40'	7/7	JANORIC
797.17		7/7	JANORIC	1" = 40'	7/7	JANORIC
793.24		7/7	JANORIC	1" = 40'	7/7	JANORIC
792.79		7/7	JANORIC	1" = 40'	7/7	JANORIC
793.12		7/7	JANORIC	1" = 40'	7/7	JANORIC
796.67		7/7	JANORIC	1" = 40'	7/7	JANORIC
792.22		7/7	JANORIC	1" = 40'	7/7	JANORIC
799.64		7/7	JANORIC	1" = 40'	7/7	JANORIC
799.78		7/7	JANORIC	1" = 40'	7/7	JANORIC
800.30		7/7	JANORIC	1" = 40'	7/7	JANORIC
797.91		7/7	JANORIC	1" = 40'	7/7	JANORIC
799.48		7/7	JANORIC	1" = 40'	7/7	JANORIC
797.50		7/7	JANORIC	1" = 40'	7/7	JANORIC
795.95		7/7	JANORIC	1" = 40'	7/7	JANORIC
798.08		7/7	JANORIC	1" = 40'	7/7	JANORIC
797.49		7/7	JANORIC	1" = 40'	7/7	JANORIC
797.13		7/7	JANORIC	1" = 40'	7/7	JANORIC

FORCMAIN PLAN AND PROFILE  
MONAVILLE RD

LAKE COUNTY  
DIVISION OF TRANSPORTATION

DATE: 7/7  
BY: JANORIC  
SCALE: 1" = 40'

PROJECT: 15-00170-06-CH  
SHEET: XX  
TOTAL SHEETS: 157

ANOTE: SECTION 401-50  
CH99 120  
CH95 788

SECTION NUMBER: 401-50

PROJECT: 15-00170-06-CH

DATE: 7/7  
BY: JANORIC  
SCALE: 1" = 40'

PROJECT: 15-00170-06-CH

SHEET: XX  
TOTAL SHEETS: 157

**Exhibit C**

WARRANTY DEED IN TRUST

2812575

Form 771 - Perfection Legal Forms & Printing Co., Rockford, IL 61103

Exhibit C

SWTC 3166-88L 293

THIS INDENTURE WITNESSETH, THAT THE GRANTORS

RONALD R. NEAL and SHARON NEAL, his wife

of the County of Lake and State of Illinois for and in consideration of

and other good and valuable considerations in hand paid, receipt of which is hereby acknowledged, Convey and Warrant unto American National Bank and Trust Company of Waukegan, Illinois whose address is 2323 Grand Ave, Waukegan, Ill 60085

as Trustee under the provisions of a trust agreement dated the 15th day of September, 1984 known as Trust Number 2537 (and in the event of the death, resignation, refusal or inability of the said grantee to act as such Trustee, then unto

as Successor in Trust with like powers, duties and authorities as are vested in the said grantee as such Trustee) the following described real estate in the County of Lake and State of Illinois, to-wit:

This deed is subject to Reservation of Easement as contained in Exhibit A attached hereto.

SUBJECT TO general taxes for the year 1988 and subsequent years, and easements, covenants and restrictions of record.

(Continue legal description on reverse side)

TO HAVE AND TO HOLD the said premises with the appurtenances thereunto upon the trusts and for the uses and purposes herein and in such trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreements and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor s aforesaid ha ve hereunto set their hand s and seal s this 17th day of January 19 89

Ronald R. Neal (SEAL) Sharon L Neal (SEAL) L (SEAL)

PAID

1

4

THE ABOVE SPACE FOR RECORDER'S USE ONLY

RECORDER: LAKE COUNTY, ILLINOIS 1989 JUL 20 AM 11: 53

Frank J. Neuman

STATE OF ILLINOIS

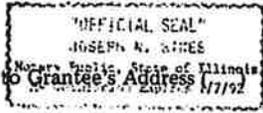
LAKE COUNTY

88

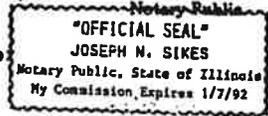
I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Ronald R. Neal and Sharon Neal, his wife

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 17<sup>th</sup> day of January 19 89



*Joseph N. Sikes*  
Notary Public

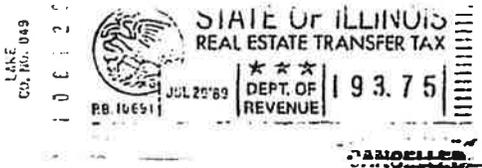


Future Taxes to Grantee's Address OR to

Return this document to

This instrument was Prepared by: Joseph N. Sikes  
Whose Address is: 21 North Whitney St., Grayslake, IL 60030

Send subsequent tax Bills to:  
American National Bank & Trust Co  
2323 W. Grand Ave  
Waukegan IL 60085



COUNTY OF LAKE  
REAL ESTATE TRANSFER TAX  
PAID IN THE SAME AMOUNT  
AS THE STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX.

2812575

Deed In Trust  
(WARRANTY DEED)  
TO  
TRUSTEE

Perfection Legal Forms & Printing Co., Rockford, Ill.

2812575

## EXHIBIT "A"

The Grantor reserves unto itself, its successors and assigns, a non-exclusive perpetual easement for the installation, maintenance and use of public utilities under, over and upon the following described premises, being a part of the land herein conveyed:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP AND RANGE AFORESAID; DESCRIBED AS BEING A STRIP OF LAND 20 FEET IN WIDTH LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5 (732 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 5); THENCE WEST PARALLEL WITH SAID SOUTH LINE OF SECTION 5 TO THE WEST LINE OF SAID SECTION; THENCE CONTINUING WEST PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6 TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER 722 FEET TO A POINT 10 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 6; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SECTION 6 TO A POINT OF INTERSECTION WITH A LINE (SAID LINE BEING 10 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF MONAVILLE ROAD); THENCE CONTINUING WESTERLY 10 FEET NORTH OF AND PARALLEL WITH SAID RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF FAIRFIELD ROAD, ALL IN LAKE COUNTY, ILLINOIS.

The aforesaid easement may be used by the Grantor, its successors and assigns including but not limited to the Village of Lake Villa, the Public Works Department of Lake County or such other governmental entity having jurisdiction, for all public utility purposes, including but not limited to the construction, maintenance and use of a sanitary sewer line which will provide service to the Village of Lake Villa and/or other properties presently owned by the Grantor hereunder.

The aforementioned Reservation shall also include a temporary construction easement legally described as a strip of land 20 feet in width running parallel with and adjoining the above described easement on its easterly and southerly boundaries.

PARCEL ONE:

THAT PART OF THE SOUTH 1246 FEET OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4; THENCE NORTH 0 DEGREES 21 MINUTES 08 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 1244.98 FEET, MORE OR LESS, TO POINT ON THE SOUTH LINE OF ISHNALA COUNTRY ESTATES, BEING A SUBDIVISION OF PARTS OF SECTIONS 5 AND 6, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1987 AS DOCUMENT 2600743, AS CURRENTLY STAKED AND OCCUPIED: THENCE SOUTH 89 DEGREES 57 MINUTES 32 SECONDS WEST, ALONG THE SOUTH LINE OF ISHNALA COUNTRY ESTATES SUBDIVISION AFORESAID, A DISTANCE OF 385.16 FEET, MORE OR LESS, TO A POINT 1530.00 FEET EAST OF THE EAST LINE OF THE FAIRFIELD ROAD 80 FOOT RIGHT OF WAY; THENCE SOUTH 0 DEGREES 03 MINUTES 09 SECONDS EAST, AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 615.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 51 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 650.00 FEET: THENCE SOUTH 0 DEGREES 03 MINUTES 09 SECONDS EAST, AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 300.00 FEET: THENCE SOUTH 89 DEGREES 56 MINUTES 51 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 475.00 FEET: THENCE SOUTH 4 DEGREES 10 MINUTES 40 SECONDS WEST, A DISTANCE OF 295.84 FEET TO A POINT ON THE NORTH LINE OF THE MONAVILLE ROAD 80 FOOT RIGHT OF WAY; THENCE EASTERLY ON A CURVE, ALONG THE NORTH LINE OF MONAVILLE ROAD AFORESAID, CONCAVE SOUTHERLY, WITH A RADIUS OF 1185.12 FEET, AN ARC DISTANCE OF 200.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 6; THENCE NORTH 89 DEGREES 56 MINUTES 51 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 1,341.81 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

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PARCEL TWO:

THAT PART OF THE SOUTH 1,246 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF ISHNALA COUNTRY ESTATES, BEING A SUBDIVISION OF PARTS OF SECTIONS 5 AND 6, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1987 AS DOCUMENT 2600743, AS CURRENTLY STAKED AND OCCUPIED, IN LAKE COUNTY, ILLINOIS.

PTN: 06-05-300-004 y AND - 06-05-300-005

3037082

RECORDER  
LAKE COUNTY, ILLINOIS

91 JUL -6 AM 8:22

6/10/91

GRANT OF EASEMENT

*Frank J. [unclear]*

The undersigned, Grantor, in exchange for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey a perpetual easement in gross to the Village of Lake Villa, Grantee, as well as an easement appurtenant to the Village of Lake Villa, its successors and assigns, which shall run with the land for the benefit of Parcel 1 (Exhibit A), or such alternate parcel which Grantee may designate from time to time by recording written notice thereof with the Lake County Recorder of Deeds, in, under, along, through, across, and over the properties legally described as Parcels 9 and 10 (Exhibits B and C), for the purposes of the construction, operation, repair, maintenance, replacement, and related subsurface inspection, or testing of sanitary sewer lines and appurtenances, together with a temporary easement over that portion of Grantor's property immediately adjacent thereto, which is reasonably necessary for said purposes, provided, however, that the Grantee shall promptly restore any disturbed area within the temporary easement to a condition as good or better than existed prior to the disturbance.

Dated this 15<sup>th</sup> day of July, 1991.

(J8690E3 and E8)  
D070-277

*#17.00 statement  
Village of Lake Villa*

6/10/91

**GRANTOR:**  
LaSALLE NATIONAL TRUST N A Successor Trustee to  
LaSalle National Bank  
as Trustee under Trust Agreement  
dated January 9, 1969 and known  
as Trust Number 38973 and not individually



By: [Signature]  
Assistant Vice President

[Signature]  
ASSISTANT SECRETARY

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF LAKE     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Corinne Bek and William H. Dillon, of LaSALLE NATIONAL BANK as Trustee under Trust Agreement dated January 9, 1969, and known as Trust Number 38973, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

\* LaSALLE NATIONAL TRUST N A Successor Trustee to  
Given under my hand and notarial seal this 15<sup>th</sup> day of July, 1991.



Michele A Ziak  
Notary Public

(J8690E3 and E8)  
D070-277

This instrument is executed by LaSALLE NATIONAL TRUST, N.A., not personally  
as Trustee, as aforesaid, in the exercise of the power and  
authority conferred upon and vested in it as such Trustee, and the  
terms, stipulations, conditions and conditions of the said Trust  
Agreement, N.A. are incorporated by reference into this instrument, as  
if fully set forth herein, and all statements herein made are  
true and correct and are to be construed accordingly.  
No liability shall be asserted or be entailed upon LaSALLE  
NATIONAL TRUST, N.A. by reason of any of the terms, stipulations,  
conditions and/or statements contained in this instrument.

6/10/91

CONTRACT PURCHASER:

American National Bank and Trust Company of Chicago, as Trustee under Trust Number 108525-07

By: *P. Johansen*  
AND VICE-PRES.

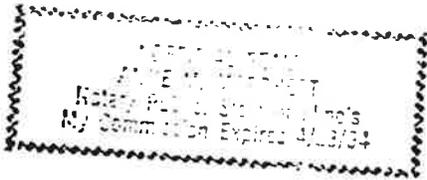
ATTEST:

*[Signature]*  
*Assistant*

STATE OF ILLINOIS )  
                          *Cook* ) SS.  
COUNTY OF ~~LAKE~~ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that P. JOHANSEN ~~Second Vice President~~ and Gregory S. Kasprzyk ~~ASSISTANT SECRETARY~~, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Number 108525-07, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this JUL 01 1991 day of 1991.



*[Signature]*  
Notary Public

Prepared By: *and mail to:*

John M. Mullen  
Attorney At Law  
14048 Petronella Drive  
Suite 202  
Libertyville, Illinois 60048

(J8690E3 and E8)  
D070-277

RECORDED

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6/10/91

E X H I B I T     A

Parcel 1: The West 1/2 of the East 1/2 of Government Lot 1 of the North East 1/4 of Section 5, Township 45 North, Range 10, East of the Third Principal Meridian, (except the North 330 feet thereof), in Lake County, Illinois.

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## E X H I B I T      B

Parcel 9: The South 1/2 of Section 6, Township 45 North, Range 10, East of the Third Principal Meridian, described as follows: Commencing at a point 41.6 feet North of the South West corner of the South East 1/4 of the South West 1/4 of said Section 6, being on the North right of way line of Monaville Road; thence North 00 Degrees 31 Minutes 35 Seconds East along the West line of the South East 1/4 of the South West 1/4 of said Section 6, a distance of 20.00 feet; thence North 89 Degrees 28 Minutes 25 Seconds East and parallel to the North right of way line of said Monaville Road, a distance of 816.10 feet; thence along a curve to the right a length of 873.87 feet, a radius of 39192.9 feet, a long chord of 873.85 feet and a long chord bearing South 89 Degrees 53 Minutes 16 Seconds East, more or less, to a point on the centerline of Fairfield Road; thence South 21 Degrees 35 Minutes 25 Seconds West along the centerline of Fairfield Road, a distance of 21.40 feet; thence along a curve to the left a length of 865.89 feet, a radius of 39172.9 feet, a long chord of 865.79 feet and a long chord bearing North 89 Degrees 53 Minutes 36 Seconds West to a point on the North right of way line of said Monaville Road; thence continuing along said North right of way line of Monaville Road South 89 Degrees 57 Minutes 18 Seconds West, a distance of 816.10 feet to the point of beginning, in Lake County, Illinois.

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6/10/91

## EXHIBIT C

Parcel 10: That part of the East 1/2 of the South East 1/4 of Section 1, Township 45 North, Range 9, East of the Third Principal Meridian, and that part of the South West 1/4 of the South West 1/4 of fractional Section 6, Township 45 North, Range 10, East of the Third Principal Meridian, described as follows: Beginning at the South East corner of said Section 1; thence West along the South Section line of said Section 1, 50.00 feet; thence North 60.00 feet; thence East parallel to the North right of way line of Monaville Road, to a point that is 61.6 feet North of the South East corner of the South West 1/4 of the South West 1/4 of said Section 6; thence South along the East line of the South West 1/4 of the South West 1/4 of said Section 6, a distance of 20.00 feet to a point on said North right of way line of Monaville Road; thence West along said North right of way line of Monaville Road to a point on the East line of said Section 1; thence South along the East line of said Section 1, a distance of 40.00 feet to the point of beginning, in Lake County, Illinois.

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