

**AGREEMENT
BETWEEN THE COUNTY OF LAKE AND
THE VILLAGE OF LAKE VILLA
REGARDING INTERSECTION IMPROVEMENTS AT CEDAR LAKE ROAD
(COUNTY HWY 28) AND MONAVILLE ROAD (COUNTY HWY 55) AND
THE JURISDICTIONAL TRANSFER OF OLD PETITE LAKE ROAD
(FORMER SEGMENTS OF COUNTY HIGHWAY 51)**

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 may hereinafter be referred to collectively as “parties” to THIS AGREEMENT, and/or 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 motoring public, is desirous of making certain improvements to the intersection of Cedar Lake Road (County Highway 28) and Monaville Road (County Highway 55). Said improvements shall include the construction of a single lane modern roundabout, lighting, non-motorized travel accommodations and performing all work in accordance with the approved plans, specifications and estimates (hereinafter the COUNTY IMPROVEMENT) and shall be known as County Section 06-00153-07-CH. Said approved plans, specifications and estimates by reference herein are hereby made a part hereof; and,

WHEREAS, there exists within the limits of the COUNTY IMPROVEMENT, a section, or sections, of a municipal facility in the form of a watermain (hereinafter WATERMAIN) owned by the VILLAGE that is/are in conflict with the construction of said COUNTY IMPROVEMENT; and,

WHEREAS, the COUNTY is desirous to have said WATERMAIN removed and relocated in accordance with the provisions stipulated in the Lake County Highway Temporary Closure and Utility and Facility Placement Ordinance (hereinafter the ORDINANCE) in order to construct the COUNTY IMPROVEMENT; and,

WHEREAS, the COUNTY, in order to facilitate the flow of traffic and ensure the safety of the motoring public, has constructed a realignment of Petite Lake Road (County Highway 51) to effect a safer and a more near to perpendicular intersection with Illinois Route 83; and,

WHEREAS, the realignment of Petite Lake Road has resulted in the necessity of leaving in place two paved segments of the former alignment of Petite Lake Road (hereinafter OLD PETITE LAKE ROAD) and the construction of a new connector road (hereinafter CONNECTOR ROAD) between realigned Petite Lake Road and OLD PETITE LAKE ROAD in order to maintain existing accesses to private properties as depicted on Exhibit A; and,

WHEREAS, the COUNTY, is desirous to transfer jurisdiction of OLD PETITE LAKE ROAD from IL83 westerly 348 feet and then from Belmora Park Boulevard westerly 1,675 feet to dead end in its entirety, (hereinafter the TRANSFER SEGMENTS) to the VILLAGE as described and depicted in Exhibit B; and,

WHEREAS, the VILLAGE is desirous to accept the jurisdiction of the TRANSFER SEGMENTS and the CONNECTOR ROAD as a municipal street; and,

WHEREAS, the VILLAGE is desirous of the COUNTY to construct a bicycle path connecting the remaining paved segments of OLD PETITE LAKE ROAD; and,

WHEREAS, the COUNTY agrees to construct said bicycle path at no cost to the VILLAGE on real estate owned fee simple by the COUNTY; and,

WHEREAS, pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., the COUNTY may transfer all of its right, title, and interest, in the real estate needed for the bicycle path to the VILLAGE upon such terms as may be agreed upon by the corporate authorities of the VILLAGE and the COUNTY and subject to the provisions of such Act; and,

WHEREAS, the COUNTY is desirous to convey to the VILLAGE, at no cost to the VILLAGE, the bicycle path and the real estate on which it is to be constructed, the legal description and depiction of which are included in Exhibit C; and,

WHEREAS, the VILLAGE agrees to accept said bicycle path and said real estate; and,

WHEREAS, the VILLAGE is desirous of the COUNTY to include the relocation of its WATERMAIN as part of the COUNTY IMPROVEMENT; and,

WHEREAS, the COUNTY agrees to include the removal and relocation of the VILLAGE owned WATERMAIN and the costs associated therewith in the COUNTY IMPROVEMENT with no reimbursement from the VILLAGE; and,

WHEREAS, the COUNTY IMPROVEMENT and the jurisdictional transfer will be of immediate benefit to the residents of the COUNTY, the VILLAGE and the motoring public 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:

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. The COUNTY agrees to include the design, construction and construction engineering supervision for the removal and relocation of the VILLAGE owned WATERMAIN as part of the COUNTY IMPROVEMENT.
3. The COUNTY agrees to make all surveys, prepare the engineering plans and specifications, receive bids and award the construction contract, furnish engineering inspection during construction, and cause the COUNTY IMPROVEMENT to be built in accordance with the aforementioned approved plans, specifications, and construction contract.
4. The COUNTY agrees to pay, or cause to be paid, all costs associated with said COUNTY IMPROVEMENT with no reimbursement from the VILLAGE.
5. The VILLAGE agrees to assist with facilitating the relocation of said WATERMAIN with local village residents including providing notice of any temporary water service interruptions.
6. The VILLAGE agrees to submit to the COUNTY by March 1, 2013, for the COUNTY's approval, an executed standard form supplied by the COUNTY titled MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY for the VILLAGE owned WATERMAIN, the approval of which shall not be unnecessarily withheld by the COUNTY.
7. The VILLAGE agrees that, in the future, any new construction, repairs or alterations by the VILLAGE of its WATERMAIN or any other municipal facilities located within COUNTY highway rights-of-way shall be performed in accordance with the ORDINANCE.

8. Upon completion of construction of the COUNTY IMPROVEMENT, the VILLAGE shall assume full ownership over the relocated WATERMAIN, including all appurtenances thereto as a municipal facility and maintain, or cause to be maintained at no cost to the COUNTY, said relocated WATERMAIN in accordance with the ORDINANCE.
9. The VILLAGE agrees to accept the jurisdiction of the TRANSFER SEGMENTS and the CONNECTOR ROAD from the COUNTY.
10. The VILLAGE agrees to pass an ordinance, in accordance with Section 4-409 of the Illinois Highway Code, and the policies and procedures of the State of Illinois acting by and through its Department of Transportation (hereinafter IDOT), adding the TRANSFER SEGMENTS to its municipal street system. The VILLAGE further agrees to execute the appropriate IDOT Local Agency Agreement for Jurisdictional Transfer form. A copy of the current Local Agency Agreement for Jurisdictional Transfer form is attached to THIS AGREEMENT as Exhibit B.
11. The COUNTY agrees to adopt a resolution, in accordance with Section 4-409 of the Illinois Highway Code, and the policies and procedures of IDOT, removing said TRANSFER SEGMENTS from the COUNTY highway system. The COUNTY further agrees to execute the appropriate IDOT Local Agency Agreement for Jurisdictional Transfer form.
12. The COUNTY agrees to make all surveys, prepare the engineering plans, specifications and the appropriate real estate conveyance documents, furnish engineering inspection during construction, and cause the construction of a bicycle path connecting the TRANSFER SEGMENTS, at no cost to the VILLAGE, on real estate owned by the COUNTY.

The COUNTY further agrees that upon completion of the bicycle path, said bicycle path and the property upon which it is constructed will be conveyed to the VILLAGE at no cost to the VILLAGE. The legal description and depiction of the real estate to be conveyed to the VILLAGE are included in THIS AGREEMENT as Exhibit C.

13. 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, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined and provided by law.

14. 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.
15. 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 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.
16. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.
17. 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.
18. 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.
19. 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.
20. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. The VILLAGE shall not 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.

21. 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.

22. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

23. It is mutually agreed that the jurisdictional transfer of the TRANSFER SEGMENTS will be deemed to take effect upon approval by IDOT.

24. It is mutually agreed that THIS AGREEMENT as it relates to the provisions contained herein for the relocation of the VILLAGE owned WATERMAIN only, shall be considered null and void in the event that the construction contract for the COUNTY IMPROVEMENT is not awarded by November 30, 2013.

VILLAGE OF LAKE VILLA

ATTEST:

Village Clerk

By: _____
Mayor

Date: _____

RECOMMENDED FOR EXECUTION

By: _____
Lake County
County Engineer/
Director of Transportation

COUNTY OF LAKE

ATTEST:

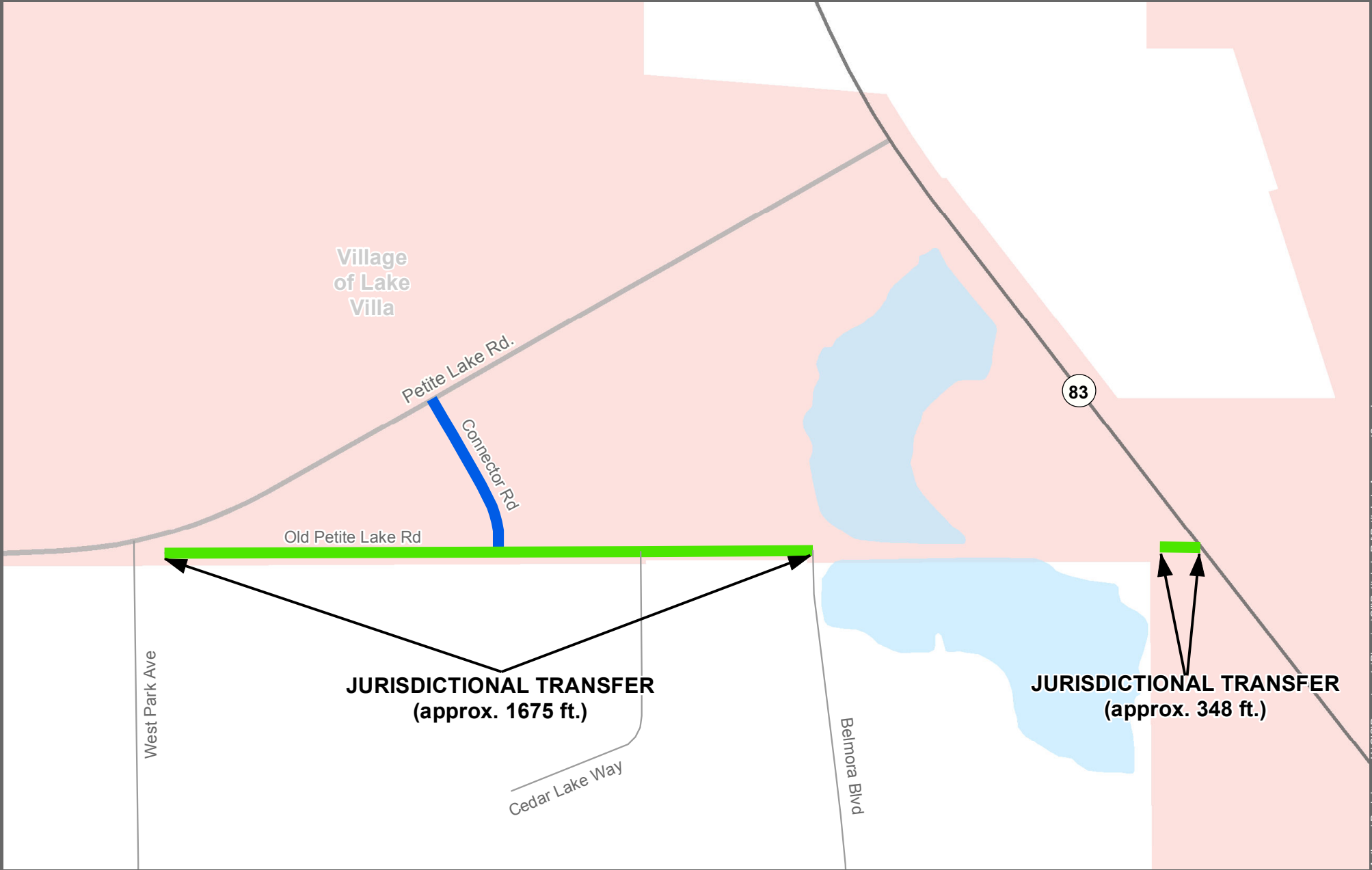
Clerk
Lake County

By: _____
Chair
Lake County Board


Date: _____

EXHIBIT A

**A DEPICTION OF REALIGNED PETITE LAKE ROAD,
THE CONNECTOR ROAD AND THE TRANSFER
SEGMENTS OF OLD PETITE LAKE ROAD**




LakeCounty
 Division of Transportation
 LCDOT GIS Dept.
 600 W. Winchester Rd.
 Libertyville, IL 60048
 Tel: 847-377-7400


 1 Inch = 347 Feet



 Transfer Segments
 Connector Road

Exhibit A
 Lake County, IL

EXHIBIT B

**LOCAL AGENCY AGREEMENT FOR
JURISDICTIONAL TRANSFER FORM
WITH DEPICTION OF TRANSFER SEGMENTS**



Local Agency Agreement for Jurisdictional Transfer

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality: Lake Villa
Township/Road District:	Township/Road District:
County: Lake	County:

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Old Petite Lake Road Route Old CH51 Length 348 ft + 1675 ft = 2,023 ft
 Termini From IL 83 westerly 348 feet and then from Belmora Park Blvd westerly 1675 feet to dead end
 _____, in its entirety.

This transfer does does not include Structure No. _____

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval _____ calendar days after _____ .

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Map, County Resolution, Village Ordinance

 (Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name _____ Name _____

Title Chairman County Board Title Mayor
 Chairman County Board/Mayor/Village President/etc. Chairman County Board/Mayor/Village President/etc.

Signature _____ Signature _____

APPROVED

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION By: _____ Date _____
 Director of Highways



Illinois Department of Transportation



Jurisdictional Transfer

Lake County to Village of Lake Villa
Old Petite Lake Road
from IL83 westerly 348 feet and
then from Belmora Blvd westerly 1675 feet
to dead end, in its entirety

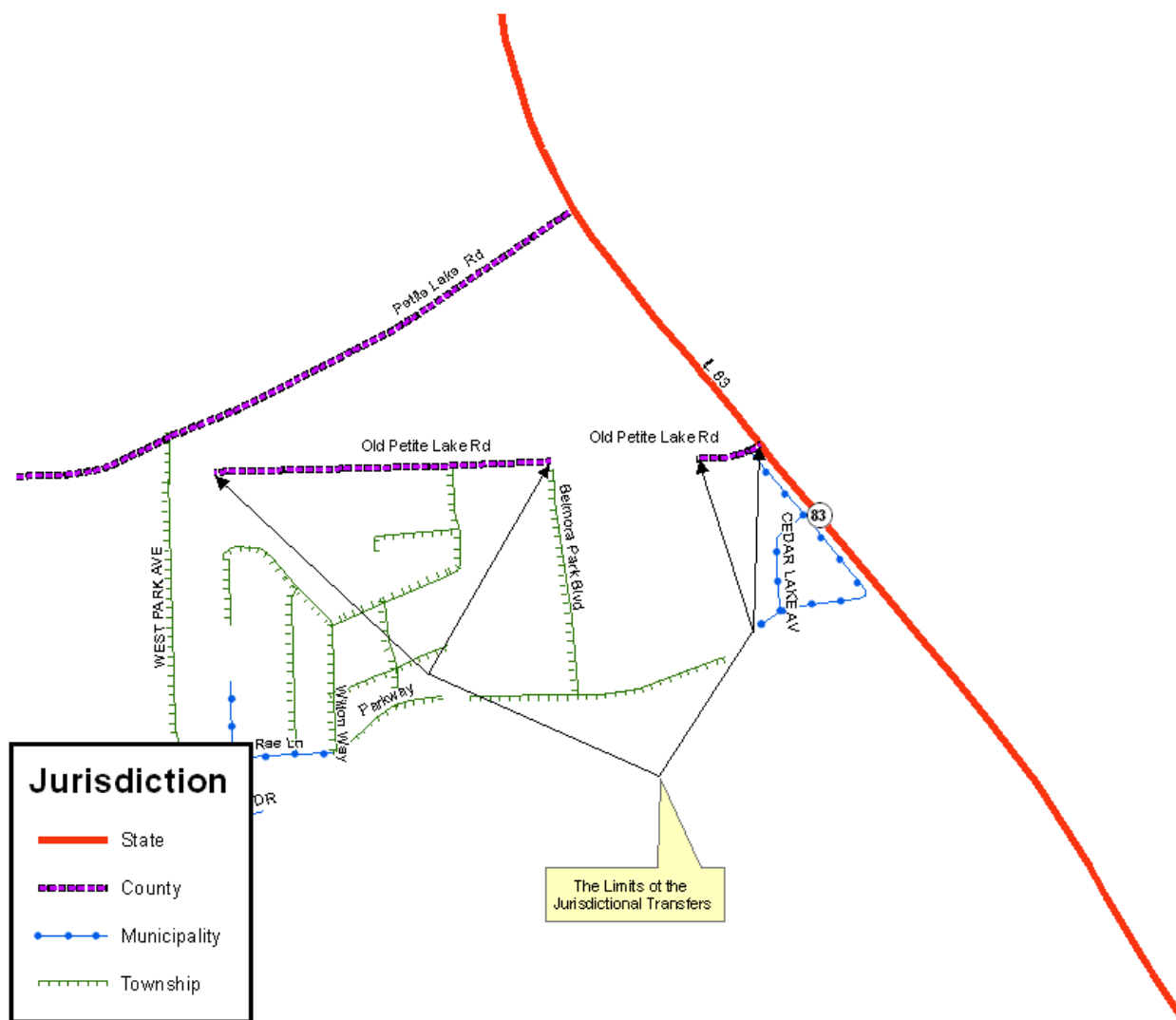


EXHIBIT C

**LEGAL DESCRIPTION AND DEPICTION OF
REAL ESTATE TO BE CONVEYED TO THE VILLAGE**

PLAT OF SURVEY

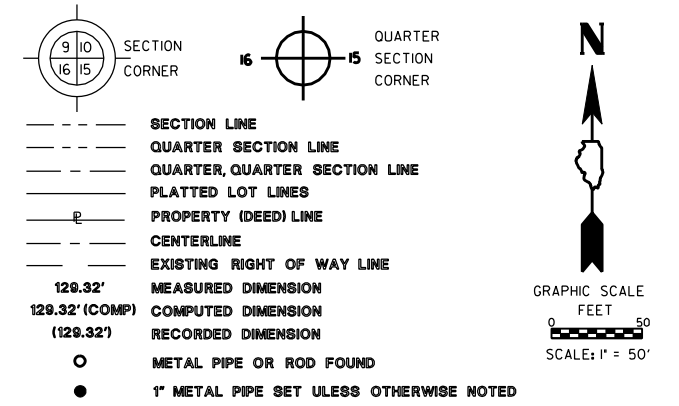
PART OF THE SE 1/4 OF SECTION 29, TWP. 46 N., R. 10 E.
OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.

EXHIBIT C

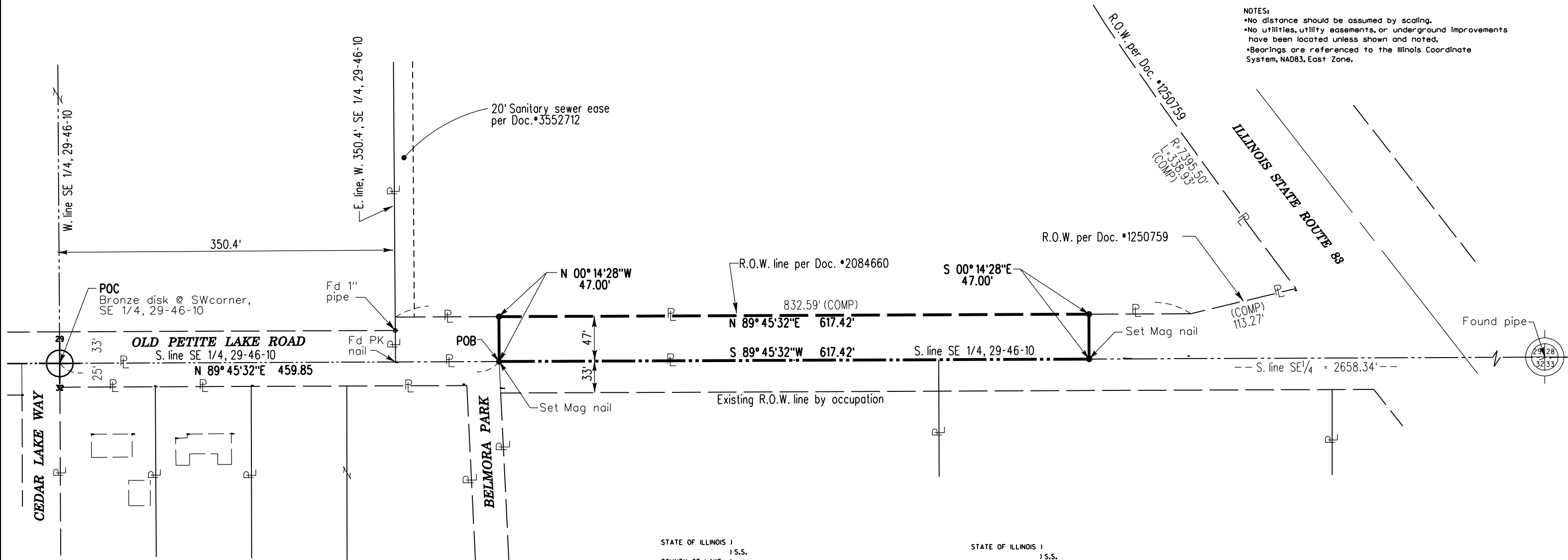
LEGAL DESCRIPTION

That part of the south 47.00 feet of the Southeast Quarter of Section 29, Township 46 North, Range 10 East of the Third Principal Meridian described as follows: Beginning at the southwest corner of said Southeast Quarter; thence North 89 degrees 45 minutes 32 seconds East, 459.85 feet along the south line of said Southeast Quarter; thence North 00 degrees 14 minutes 28 seconds West, 47.00 feet; thence North 89 degrees 45 minutes 32 seconds East, 617.42 feet along a line 47.00 feet north of and parallel with the south line of said Southeast Quarter; thence South 00 degrees 14 minutes 28 seconds East, 47.00 feet to the south line of said Southeast Quarter; thence South 89 degrees 45 minutes 32 seconds West, 617.42 feet along said south line to the Point of Beginning, all in Lake County, Illinois. Said parcel contains 0.666 acres more or less.

LEGEND



NOTES:
•No distance should be assumed by scaling.
•No utilities, utility easements, or underground improvements have been located unless shown and noted.
•Bearings are referenced to the Illinois Coordinate System, NAD83, East Zone.



STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT I, STEPHEN W. HEUER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT PLAT HEREON CORRECTLY REPRESENTS SAID SURVEY.

DATED THIS ____ DAY OF _____, A.D. 2013.

ILLINOIS LAND SURVEYOR NO. 035-2848
LICENSE EXPIRATION DATE: 11/30/14
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

I, PAULA J. TRIGG, COUNTY ENGINEER OF THE COUNTY AFORESAID, DO HEREBY CERTIFY THAT THE PLAT HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE UNDER MY DIRECTION IN SAID COUNTY.

DATED THIS ____ DAY OF _____, A.D. 2013.

PAULA J. TRIGG
COUNTY ENGINEER OF LAKE COUNTY

PLAT OF SURVEY LAKE COUNTY DIVISION OF TRANSPORTATION

SECTION: 00-00181-03-RS SCALE: 1"=50'
PROJECT: PETITE LAKE ROAD
STATION TO STATION
File: /petite quit claim.DGN SHEET 1 OF 1

LAKE COUNTY DIVISION OF TRANSPORTATION
600 WEST WINCHESTER ROAD
LIBERTYVILLE, ILLINOIS 60048

REVISION

DRAWN BY: SWH