

**AGREEMENT FOR SALE AND TRANSFER
OF SANITARY SEWER FACILITIES BY AND BETWEEN
VILLAGE OF BANNOCKBURN TO COUNTY OF LAKE**

This Agreement for Sale and Transfer of Sanitary Sewer Facilities is entered into as of this ____ day of _____ 20__, by and between the Village of Bannockburn (“Village”), and the County of Lake (“County”).

WHEREAS, the Village is located wholly within the County; and

WHEREAS, the County and the Village have the authority to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/ 1 *et seq.*, and the Local Government Property Transfer Act, 50 ILCS 605/1 *et seq.*; and

WHEREAS, the Village owns, and holds certain real property interests, easements, permits, and privileges, related to sanitary sewer facilities, including sanitary sewers, lift stations, connection facilities, and related facilities, as generally depicted on Exhibit 1 attached hereto (the "**Facilities**"); and

WHEREAS, the Village has determined that ownership of Facilities is no longer required by the Village and that the Facilities would better serve the public benefit if the Facilities were transferred to the County; and

WHEREAS, the County has established a Department of Public Works pursuant to an Act of the General Assembly of the State of Illinois entitled “An Act in Relation to Water Supply, Drainage, Sewage, Pollution, and Flood Control in Certain Counties”, as amended, for the purpose of performing the function of sewage disposal and has prepared a comprehensive plan for the disposal of sewage from areas of the County, including portions of the Southeast Lake Facilities Planning Area established pursuant to the Illinois Water Quality Management Plan, and has prepared plans and programs for providing such service and the related facilities; and

WHEREAS, pursuant to such plans and programs, the County has constructed, owns, and operates the Des Plaines River Wastewater Reclamation Facility and a system of interceptor sanitary sewers in the aforementioned facilities planning area to provide sanitary sewer service; and

WHEREAS, the County and the Village have entered into as of the date of this Agreement a certain "Agreement for Retail Sanitary Sewer Service to the Village of Bannockburn" (the "**Service Agreement**"), which Service Agreement provides for the County to provide direct sanitary sewerage services to Customers within the Bannockburn Retail Service Area (as defined in the Service Agreement); and

WHEREAS, the County wishes to acquire the Facilities (including all real property interests, easements, permits, and privileges attendant or relating to the Facilities) held by the Village in furtherance of its provision of sanitary sewer services within the Southeast Lake Facilities Planning Area and the Bannockburn Retail Service Area, as defined in the Service

Agreement, and the County has declared by resolution that it is necessary or convenient to use such Facilities held by the Village; and

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County and the Village do hereby agree as follows:

Section 1. RECITALS. The foregoing recitals are, by this reference, fully incorporated into and made a part of this Agreement.

Section 2. PURCHASE PRICE. In consideration of the County's promises and undertakings pursuant to the Service Agreement and the sum of TEN DOLLARS (\$10.00) to be paid by the County to the Village upon the Closing Date as provided in this Agreement, the Village shall convey to the County, and the County purchase from the Village, the Facilities (including all real property interests, easements, permits, and privileges attendant or related to the Facilities), except as otherwise provided in Section 4 herein.

Section 3. BILL OF SALE. The Village shall sell, transfer, and convey to the County the Facilities and, upon execution of this Agreement, shall execute and deliver to the County the Bill of Sale attached hereto as Exhibit 2 effectuating same.

Section 4. TRANSFER. The County will assume control of all Facilities, and ownership of all Facilities, except the SSA #15 Facilities, as defined in the Service Agreement, on September 1, 2013, or within 35 days after the Effective Date of the Service Agreement if such Effective Date is after September 1, 2013 (the "*Closing Date*"). The Village shall transfer ownership of the SSA #15 Facilities by a Bill of Sale in the form attached hereto as Exhibit 2 within 90 days after the retirement of the SSA Bonds, as defined in the Service Agreement.

Section 5. ASSIGNMENT OF EASEMENTS. At the Closing Date, the Village shall assign to the County the easements relating to the Facilities, copies of which are attached to this Agreement as Exhibit 3. To the extent required, the Village agrees that it will execute any and all assignments of easement in recordable form as reasonably requested by the County and in a manner consistent with the Local Government Property Transfer Act, 50 ILCS 605/2.

Section 6. ASSIGNMENT OF PERMITS AND PRIVILEGES; FURTHER COOPERATION. Upon execution of this Agreement, the Village, to the extent the Village has the right or authority, shall execute all documents and take all actions necessary to effectuate the assignment or transfer of any and all permits, approvals and privileges concerning the location, ownership or operation of the Facilities to the County, including but not limited to taking all such actions necessary to assign any permits, approvals, and privileges relating to the Facilities issued to the Village by the Illinois Department of Transportation, the Illinois Environmental Protection Agency, or any other entity. The Village agrees to cooperate with the County in the future and to execute such documents or provide such written confirmations as the County may reasonably request to further effectuate this Agreement.

Section 7. VILLAGE REPRESENTATIONS. The Village represents that (i) it is the lawful owner of and has the legal right to operate (including all required permits and approvals)

and to transfer the Facilities, (ii) it lawfully holds the easements being conveyed herein, (iii) has not done anything whereby the Facilities or easements hereby conveyed are, or may be, in any manner encumbered or charged, except as recited herein, and (iv) the Village possesses the lawful authority to assign any and all appurtenant easements or easement premises thereto, as identified in Section 5 above and legally described in Exhibit 3 attached hereto. The Village makes no representation or warranty as to the fitness of the Facilities for the County's intended purpose. This Agreement is for the sale and purchase of the Facilities and assignment of easements and assignment or transfer of any and all permits, approvals and privileges in "As Is" condition. The County acknowledges that, except as set forth herein, no representations, warranties or guarantees with respect to the condition of the Facilities or easements, permits, approvals and privileges or other personal property have been made by the Village or Village's agents or the County's ability to use the Facilities for the County's intended purposes. ***All warranties of quality, fitness, and merchantability are hereby excluded.***

Section 8. COUNTY REPRESENTATION. The County represents that the County will abide by all easements, permits, approvals and privileges that are being transferred to the County by the Village.

Section 9. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger, or by overnight mail to the address set forth below with notice being deemed given the next business day after deposit with the carrier, or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communication to the County:
 Lake County Department of Public Works
 650 Winchester Road
 Libertyville, Illinois 60048
 Attn: Director of Public Works

For notices and communication to the Village:
 Village of Bannockburn
 2275 Telegraph Road
 Bannockburn, Illinois 60015
 Attn: Village Manager

By notice complying with the foregoing requirements of this Section, each party shall have the right to change the addressees or addresses or both for all future notices and communication to such party, but no notice of a change of address shall be effective until actually received.

Section 10. EXECUTION IN COUNTERPARTS. This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, taken together, constitute the Agreement.

EXHIBIT B

Execution Version 6/5/13

IN WITNESS WHEREOF, authorized representatives of the parties hereto have unto set their hands and seals this ____ day of _____, 20__.

COUNTY OF LAKE

VILLAGE OF BANNOCKBURN

By: _____





By: _____

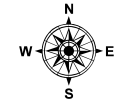
Its: _____

Its: _____

EXHIBIT 1
SANITARY SEWER FACILITIES DEPICTION

EXHIBIT 1 BANNOCKBURN RETAIL SEWER SERVICE AREA

- P** Connection Permit Paid to LCPW
-  Bannockburn Sewers to be Transferred to Lake County Public Works
-  Lake County Sewers
-  Private Sewers / Services
-  Retail Service Area



0 Miles 0.125

07/08/2013
Map ID: 2332

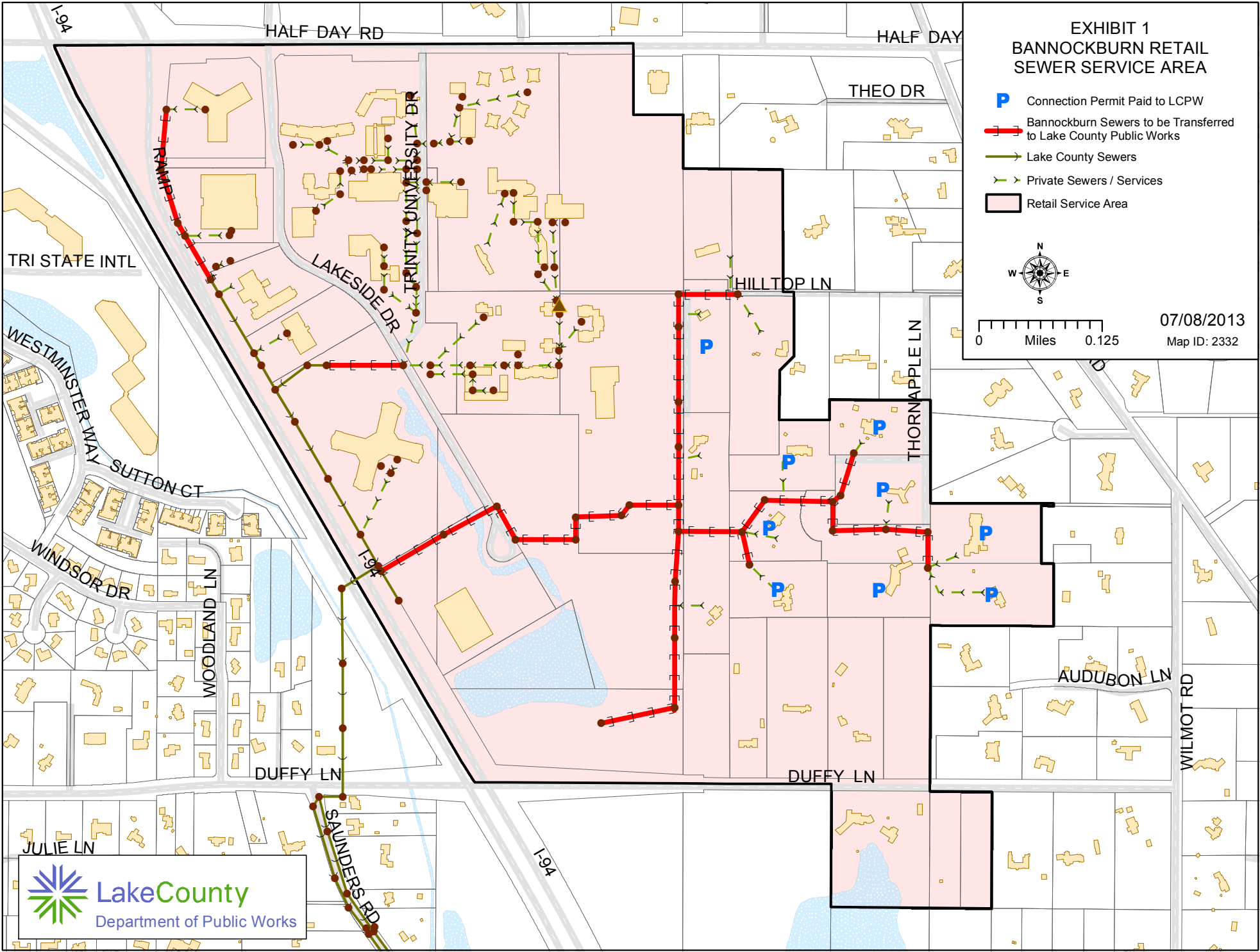


EXHIBIT 2

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT VILLAGE OF BANNOCKBURN, a municipality created pursuant to state law (“Grantor”), in consideration of Ten Dollars and 00/100 (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, does hereby agree, bargain, sell and deliver unto COUNTY OF LAKE (“Grantee”), the following goods, chattels, and interests:

[LEGAL DESCRIPTION OF FACILITIES]

(collectively, the "Facilities") TO HAVE AND TO HOLD the said Facilities unto the said Grantee, and its successors and assigns, to their own proper use and benefit forever.

Grantor represents and warrants itself to be the true and lawful owner of said Facilities, it has full power, good right and lawful authority to dispose of said Facilities, in manner as aforesaid, and that it will and its successors and assigns shall WARRANT AND DEFEND that said bargained Facilities unto the said COUNTY OF LAKE, and its successors and assigns, from and against the lawful claim and demands of all persons.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have unto set their hands and seals this ____ day of _____, 20__.

COUNTY OF LAKE

VILLAGE OF BANNOCKBURN

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT B

Execution Version 6/5/13

STATE OF ILLINOIS)
)ss
COUNTY OF LAKE)

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that _____ (Superintendent/Director of Department of Public Works) who is personally known to me, appeared before me this day in person and signed and sealed said instrument as his free and voluntary act, and as the free and voluntary act of said County of Lake, for the purposes herein set forth, pursuant to authority given by the Lake County Board.

Given under my hand and notarial seal this ____ day of _____, 20__.

NOTARY PUBLIC

STATE OF ILLINOIS)
)ss
COUNTY OF LAKE)

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that _____ (President) of the Village of Bannockburn, who is personally known to me, appeared before me this day in person and signed and sealed said instrument as his free and voluntary act, and as the free and voluntary act of said Village of Bannockburn, for the purposes herein set forth, pursuant to authority given by the Village of Bannockburn Board of Trustees.

Given under my hand and notarial seal this ____ day of _____, 20__.

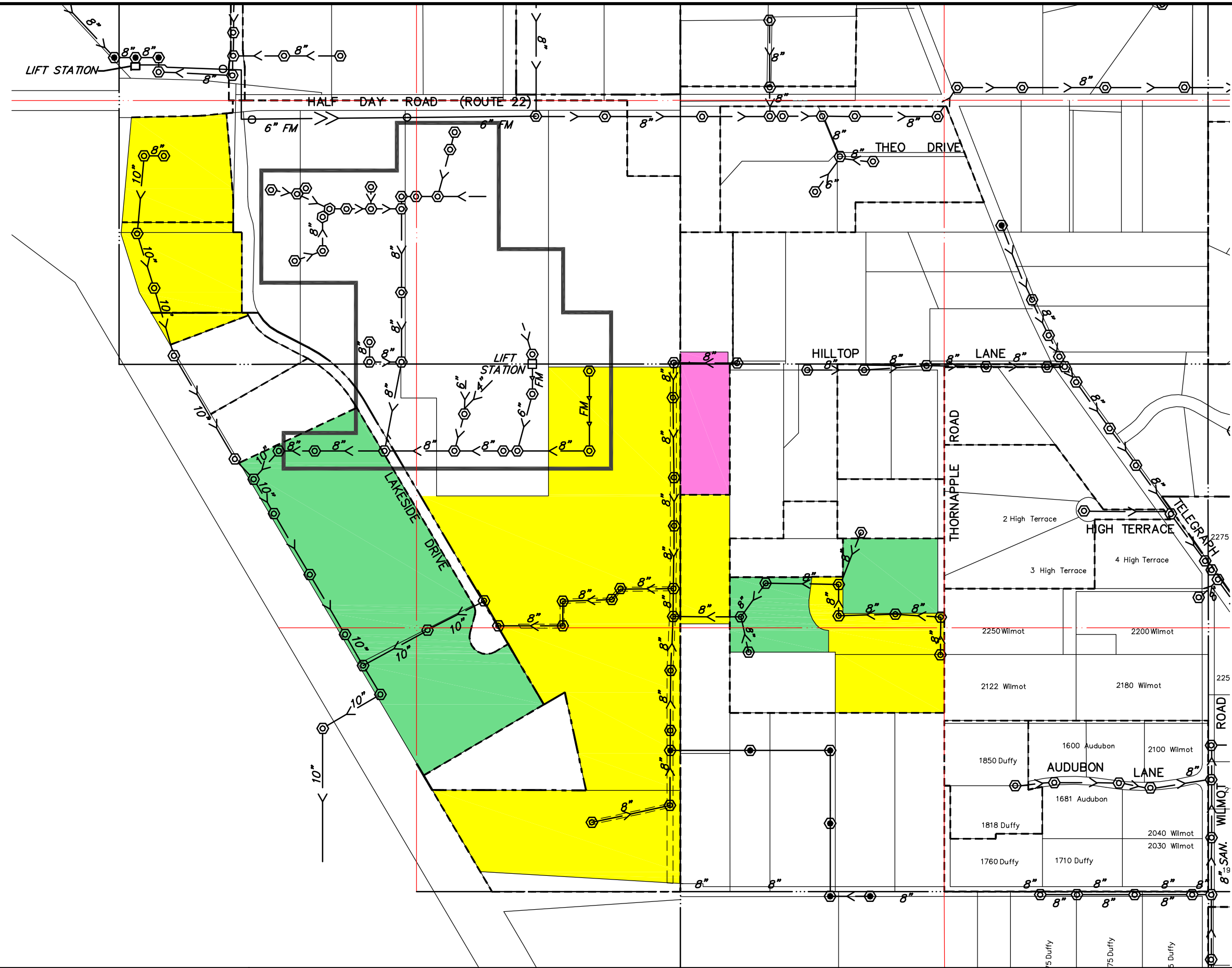
NOTARY PUBLIC

EXHIBIT B

Execution Version 6/5/13

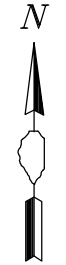
EXHIBIT 3

VILLAGE EASEMENTS FOR FACILITIES



LEGEND

- EASEMENT AQUIRED
- UTILITY RIGHTS
- EASEMENT NEEDED



GHA **GEWALT HAMILTON ASSOCIATES, INC.**
 850 Forest Edge Drive ■ Vernon Hills, IL. 60061
 Tel.: 847.478.9700 ■ Fax.: 847.478.9701

EXHIBIT 3

EASEMENT DEPICTION

VILLAGE OF BANNOCKBURN, ILLINOIS

FILE: Ban-san.dwg		GHA PROJECT #
DRAWN BY:	GW3	8101.000
DATE:	07.02.13	SCALE
CHECKED BY:	DJG	1"=500'