

**AGREEMENT
BETWEEN THE COUNTY OF LAKE AND
THE GRAYSLAKE FIRE PROTECTION DISTRICT
CONCERNING THE SALE AND DEVELOPMENT OF CERTAIN COUNTY-OWNED
REAL PROPERTY ALONG PETERSON ROAD (COUNTY HIGHWAY 20)**

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 GRAYSLAKE FIRE PROTECTION DISTRICT, duly organized and operating pursuant to the Illinois Fire Protection District Act (the "FPDA", 70 ILCS 705/0.01 et seq.) and a unit of local government (per Section 1 of Article VII of the Illinois Constitution), and hereinafter referred to as the FIRE DISTRICT. The COUNTY and the FIRE DISTRICT 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 FIRE DISTRICT is desirous to construct a new fire station within the Grayslake Fire Protection District, on an irregularly-shaped parcel of real property having an area of 1.666 acres (72,566 square feet), situated along Peterson Road (County Highway 20), which is currently under the fee-simple ownership of the COUNTY (hereinafter the SUBJECT PARCEL); and,

WHEREAS, a drawing of said SUBJECT PARCEL and the legal description for said SUBJECT PARCEL are presented in EXHIBIT A of THIS AGREEMENT; and,

WHEREAS, in order to construct said fire station, the FIRE DISTRICT must obtain ownership of the SUBJECT PARCEL from the COUNTY; and,

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, (hereinafter the ACT) authorizes certain units of local government, including the COUNTY and the FIRE DISTRICT, to agree to transfer land between said units of local government; and,

WHEREAS, Section 6 of the FPDA (70 ILCS 705/6) authorizes FIRE DISTRICT's Board of Trustees to pass all necessary ordinances necessary for the property conduct and management of the FIRE DISTRICT, including the power to purchase or acquire real estate for FIRE DISTRICT purposes (per Sections 6 and 10 of said FPDA); and,

WHEREAS, the COUNTY, by way of a COUNTY Resolution, can transfer legal ownership of the SUBJECT PARCEL in return for payment by the FIRE DISTRICT upon the execution of THIS AGREEMENT, in accordance with the provisions of the ACT; and,

WHEREAS, the FIRE DISTRICT, by way of an Ordinance, needs to request the transfer of legal ownership of the SUBJECT PARCEL in accordance with the provisions of the ACT; and,

WHEREAS, the proposed fire station is adjacent to the COUNTY's programmed roadway improvement project along Peterson Road, (hereinafter the IMPROVEMENT, also known as County Section No. 00-00098-11-CH), which includes the realignment of the intersection of Peterson Road and Illinois Route 60 (said new intersection shall hereinafter be referred to as the INTERSECTION), the addition of left-turn lanes and permanent traffic signals at the INTERSECTION and the relocation of Peterson Road. As of this writing, said IMPROVEMENT has an anticipated letting date of July 13, 2010; and,

WHEREAS, due solely to the fact that fee-simple ownership of the SUBJECT PARCEL if transferred from the COUNTY to the FIRE DISTRICT, the COUNTY would not incur certain excavation costs, erosion control costs and landscaping costs for the construction of an open-ditch conveyance system (to convey existing stormwater which flows from east to west across the SUBJECT PARCEL, as part of the IMPROVEMENT) (hereinafter EARTHWORK COST SAVINGS); thus, enabling the COUNTY to give a credit to the FIRE DISTRICT against its financial obligations under THIS AGREEMENT in an amount equal to the EARTHWORK COST SAVINGS; and,

WHEREAS, the COUNTY currently has maintenance and jurisdictional authority over the portion of existing Peterson Road that is adjacent to the SUBJECT PARCEL; and,

WHEREAS, upon completion of the IMPROVEMENT and by way of a Jurisdictional Transfer Agreement, the Fremont Township Road District (hereinafter the ROAD DISTRICT)

will assume full maintenance and jurisdictional authority over a portion of existing Peterson Road adjacent to the SUBJECT PARCEL, which will remain in service; and,

WHEREAS, the COUNTY proposes to issue a temporary access permit for the access to/from existing Peterson Road, and, upon the Jurisdictional Transfer of the Peterson Road roadway section from the COUNTY to the ROAD DISTRICT, the FIRE DISTRICT needs to obtain permission for permanent access from the ROAD DISTRICT;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and made pursuant to all applicable statutes, local ordinances and authority, the COUNTY and the FIRE DISTRICT do hereby enter into the following:

SECTION I.

Recitals/Headings

1. It is mutually agreed by and among the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and among 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.

Transfer of Ownership of the SUBJECT PARCEL

1. The COUNTY agrees to transfer legal ownership of the SUBJECT PARCEL within ten (10) business days of the receipt of payment, with the mutual understanding by the parties hereto that payment by the FIRE DISTRICT to the COUNTY shall be made pursuant to Sections II.2, II.3, and II.4 of THIS AGREEMENT.
2. The FIRE DISTRICT agrees to pay to the COUNTY, in a lump-sum amount, within ten (10) days of the effective date of THIS AGREEMENT, an amount equal to the fair market value

(hereinafter FAIR MARKET VALUE) for the SUBJECT PARCEL net of the EARTHWORK COST SAVINGS credit to the FAIR MARKET VALUE (hereinafter ADJUSTED FAIR MARKET VALUE), as stipulated hereunder.

3. It is mutually agreed by and between the parties hereto that the FAIR MARKET VALUE for the SUBJECT PARCEL shall be determined by employing the "Method of Comparable Real Property Transaction" as described below.

Method of Comparable Real Property Transaction: FAIR MARKET VALUE shall be calculated under the guidance of the State's Attorney's Office by first determining the per-square foot value of a comparable, similarly-sized parcel recently sold by the COUNTY, in immediate proximity to the SUBJECT PARCEL, which is one dollar per square foot. The per-square foot value for the comparable parcel will then be multiplied by the number of square feet comprising the SUBJECT PARCEL (i.e., 72,566 square feet) to arrive at the FAIR MARKET VALUE, of \$72,566.00, noting that any direct or indirect costs, including plat fees and plat-recording fees, shall be the sole responsibility of the FIRE DISTRICT, with no reimbursement by the COUNTY.

4. a. It is mutually agreed by and between the parties hereto that the ADJUSTED FAIR MARKET VALUE is equal to the FAIR MARKET VALUE reduced by the EARTHWORK COST SAVINGS credit. The calculation of the EARTHWORK COST SAVINGS and the resulting ADJUSTED FAIR MARKET VALUE is presented in EXHIBIT C of THIS AGREEMENT.
- b. It is further mutually agreed by and between parties the parties hereto that the FIRE DISTRICT's obligation incurred under this AGREEMENT is equal to the ADJUSTED FAIR MARKET VALUE of \$21,922.50.

SECTION III.

Development of the SUBJECT PARCEL by the FIRE DISTRICT

1. The FIRE DISTRICT agrees to develop the SUBJECT PARCEL in accordance with all of the COUNTY's applicable land use regulations, which, by reference herein, hereby become a part hereof.

2. a. It is mutually agreed by and between the parties hereto that, should the FIRE DISTRICT require access to the SUBJECT PARCEL for the approved development of the SUBJECT PARCEL prior to the completion of the COUNTY's IMPROVEMENT, the FIRE DISTRICT shall apply for and obtain a temporary access permit from the Lake County Division of Transportation, in accordance with the Lake County HIGHWAY ACCESS REGULATION ORDINANCE, as amended, and all costs relating to access improvements (including, but not limited to, design engineering costs, permitting costs and construction costs) shall be the sole responsibility of the FIRE DISTRICT, with no reimbursement by the COUNTY.
- b. It is further mutually agreed by and between the parties hereto that, should the FIRE DISTRICT require access to the SUBJECT PARCEL for the approved development of the SUBJECT PARCEL after the completion of the COUNTY's IMPROVEMENT and the transfer of the jurisdiction of said portion of Peterson Road to the ROAD DISTRICT, the FIRE DISTRICT shall apply for and obtain permission for access from the ROAD DISTRICT, and all costs relating to access improvements (including, but not limited to, design engineering costs, permitting costs and construction costs) shall be the sole responsibility of the FIRE DISTRICT, with no reimbursement by either the COUNTY or the ROAD DISTRICT.
3. It is mutually agreed by and between the parties hereto that the FIRE DISTRICT shall design, construct and maintain, at its sole expense, with no reimbursement by the COUNTY, a stormwater conveyance system (hereinafter STORMWATER COVEYANCE SYSTEM) , as generally depicted on EXHIBIT B, to convey existing stormwater which is currently designed to flow from east to west across the SUBJECT PARCEL, exiting the SUBJECT PARCEL at its western property boundary (i.e., those drainage accommodations which give rise to the EARTHWORK COST SAVINGS) subject to the permitting requirements of all applicable COUNTY agencies. Said stormwater conveyance system shall be constructed entirely within the drainage easement within the SUBJECT PARCEL (as shown in EXHIBIT A) and only after said SUBJECT PARCEL has been conveyed to the FIRE DISTRICT by the COUNTY, evidenced in writing.
4. a. It is mutually agreed by and between the parties hereto that the FIRE DISTRICT shall design and construct, by permit from the COUNTY and with no reimbursement by the COUNTY, an open-ditch stormwater conveyance system (hereinafter OPEN-DITCH

STORMWATER CONVEYANCE SYSTEM) within the COUNTY-owned land area bound by the Kinder Morgan easement (to the south), the SUBJECT PARCEL (to the west) and the old Peterson Road section (to the east), which is generally depicted in EXHIBIT B and which shall hereinafter be referred to as LAND AREA A.

b. It is further mutually agreed by and between the parties hereto that said OPEN-DITCH STORMWATER CONVEYANCE SYSTEM shall be designed so as to convey stormwater from the three (3) proposed culverts terminating at the southern right-of-way boundary of existing Peterson Road, through LAND AREA A, to the SUBJECT PARCEL and the STORMWATER CONVEYANCE SYSTEM, subject to the review and permit approval of the COUNTY's Division of Transportation. Said review shall not be unnecessarily withheld.

c. It is further mutually agreed by and between the parties hereto that the OPEN-DITCH STORMWATER CONVEYANCE SYSTEM shall be maintained by the COUNTY, with no reimbursement by the FIRE DISTRICT.

d. It is further mutually agreed by and between the parties hereto that the FIRE DISTRICT shall not be held responsible for any design or construction changes that the COUNTY may make that affect the OPEN-DITCH STORMWATER CONVEYANCE SYSTEM after the plans have been designed and permitted, with any costs, charges or expense attributable to said changes being solely the expense of the COUNTY.

5. It is mutually agreed by and between the parties hereto that, should the FIRE DISTRICT not construct the STORMWATER CONVEYANCE SYSTEM or the OPEN-DITCH STORMWATER CONVEYANCE SYSTEM prior to the COUNTY's installation of the three (3) proposed culverts terminating at the southern right-of-way boundary of existing Peterson Road, then the COUNTY shall retain full rights to access the SUBJECT PARCEL and the 10-foot wide easement along the south property line of the SUBJECT PARCEL and to install the STORMWATER CONVEYANCE SYSTEM within said 10-foot wide easement, with full reimbursement by the FIRE DISTRICT.

6. a. It is mutually agreed by and between the parties hereto that it is the responsibility of the FIRE DISTRICT, in the course of developing the SUBJECT PARCEL (including the construction and maintenance of the STORMWATER CONVEYANCE SYSTEM, and the OPEN-DITCH STORMWATER CONVEYANCE SYSTEM), to locate and to avoid

conflicts with any municipal or privately-owned utilities and/or facilities, including, but not limited to, watermain, storm sewer, sanitary sewer, gas pipelines, electrical cable (buried or aerial), fiber optic cable (buried or aerial), transformers, switches, pedestals, amplifiers, junction boxes, terminal cabinets, vaults and the like.

b. It is further mutually agreed by and between the parties hereto that, should there exist or arise any utility and/or facility conflicts with any work carried out by the FIRE DISTRICT, it is the responsibility of the FIRE DISTRICT to contact the owner(s) of utility or facility in conflict and to resolve said conflicts (including, but not limited to, utility and/or facility relocation costs), with no reimbursement by the COUNTY.

7. It is mutually agreed by and between the parties hereto that there exists a 70-foot wide utility easement abutting the SUBJECT PARCEL (the northernmost 10 feet of which overlaps the SUBJECT PARCEL) containing natural gas pipelines. It is the responsibility of the FIRE DISTRICT to exercise due diligence when working near said pipelines and to notify owner(s) of said gas pipelines of said work and receive permission from said owners, as required, for any said work.

SECTION IV. General Provisions

1. It is mutually agreed by and between the parties hereto that the FIRE DISTRICT shall not have any direct access from the SUBJECT PARCEL to the new section of Peterson Road that is part of the IMPROVEMENT.
2. 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 FIRE DISTRICT (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 FIRE DISTRICT is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.

3. 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.
4. 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.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on June 1, 2010, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to June 1, 2010. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to June 1, 2010, 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 their signature.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

(Continued on following page)

12. THIS AGREEMENT shall be considered null and void in the event that the FIRE DISTRICT has not paid the COUNTY the FAIR MARKET VALUE within thirty (30) days of the effective date of THIS AGREEMENT.

GRAYSLAKE FIRE PROTECTION DISTRICT

ATTEST:

(signature)

Title: _____

By: _____
(signature)

Title: _____

Date: _____

RECOMMENDED FOR EXECUTION

Martin G. Buehler, P.E.
Director of Transportation/County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT C

Computation of EARTHWORK COST SAVINGS and ADJUSTED FAIR MARKET VALUE

EXCAVATION

Topsoil excavation	\$ 19,125.00
Earth excavation below topsoil	61,550.00
DEDUCT: Furnished excavation	(44,316.00)
Subtotal	\$ 36,359.00

EROSION CONTROL

Erosion control blanket	\$ 8,781.00
Temporary erosion control seeding	665.50
Temporary ditch check	250.00
Subtotal	\$ 9,696.50

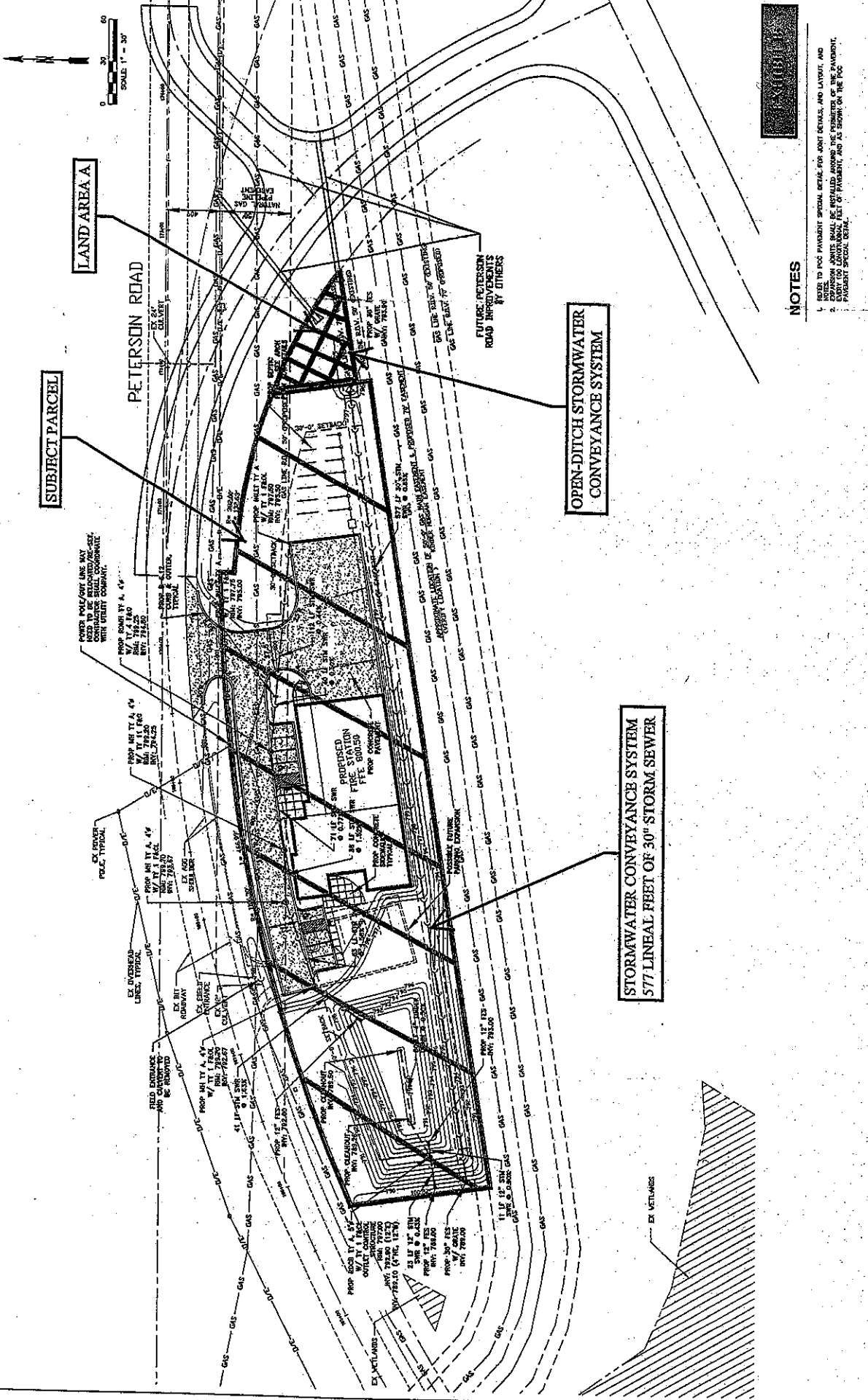
LANDSCAPING

Seeding, Class 2A	\$ 1,600.00
Nitrogen fertilizer nutrient	144.00
Potassium fertilizer nutrient	144.00
Tree, Shagbark Hickory, 2-1/2" caliper	2,700.00
Subtotal	\$ 4,588.00

EARTHWORK COST SAVINGS \$ 50,643.50

FAIR MARKET VALUE of SUBJECT PARCEL	\$ 72,566.00
Credit: EARTHWORK COST SAVINGS	\$ (50,643.50)
ADJUSTED FAIR MARKET VALUE	\$ 21,922.50

SOURCE: Cost figures prepared by Teng & Associates, Inc., 7/14/09.



McClure

NOTES

1. REFER TO POC PROVIDED SPECIAL DETAILS FOR JOINT DETAILS, AND LAYOUT, AND ELEVATION. JOINTS SHALL BE INSTALLED AROUND THE PERIMETER OF THE PARADIGM, AND AS SHOWN ON THE POC.
2. EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
3. PRECINCT SPECIAL PERMITS.

SITE UTILITY AND PAVING PLAN
CHAYSLAKE FIRE STATION SITE PLAN
 WILSON COUNTY, ALABAMA
 PROJECT NO. 2018-010
 DATE: 03/08/2018



SCALE:	1" = 30'
DRAWN BY:	BT
CHECKED BY:	AMD
DATE:	03/08/2018

NO.	DESCRIPTION	DATE