

**INTERGOVERNMENTAL AGREEMENT REGARDING THE REPLACEMENT
OF WATER MAIN IN THE CHEVY CHASE ROAD RIGHT OF WAY**

THIS AGREEMENT entered into this ____ day of _____, 2015, is between the VILLAGE OF MUNDELEIN, an Illinois municipal corporation ("Village"), and the COUNTY OF LAKE, a body politic and corporate of the State of Illinois ("County").

RECITALS:

- 1) The County replaces water mains that are part of its water system as part of a long-term water main replacement program; and
- 2) the Chevy Chase Road right-of-way encompasses an existing portion of water main that is part of the County system and serves the unincorporated Countryside Lake subdivision; and
- 3) the County requires access to replace the existing water main between Lakeview Drive and Hawley Street, which is in deteriorating condition.

In light of the foregoing, the parties now agree as follows:

Section 1. Authorization for Facilities.

Pursuant to the terms of this Intergovernmental Agreement, the Village authorizes the County to use or occupy a portion of the Chevy Chase Road right-of-way for the installation of a water main and to own, operate, maintain, replace or enlarge in place the water main. The improvements to be installed by the County on a portion of the Chevy Chase Road right-of-way are collectively referred to herein as the "Facilities."

Section 2. Installation of Facilities.

- A. In installing the Facilities and thereafter operating, maintaining, repairing, replacing or enlarging in place the Facilities, the County agrees to comply with all applicable state and local laws, including all applicable Village codes, ordinances, rules and regulations, as amended from time to time;
- B. Prior to commencing work on the installation of the Facilities, the County shall, at its expense, submit complete permit applications and all plan and specifications relating thereto as may be required by the Village;
- C. The County acknowledges that the primary use of the Chevy Chase Road right-of-way is to provide for the safe and efficient movement of vehicular traffic. All other uses of the right-of-way that do not support or provide for this primary use shall be subordinate;
- D. The County acknowledges that the Village is not responsible for providing room within the Chevy Chase right-of-way for the Facilities, and lack of sufficient room may be cause for not allowing the Facilities to be located within the Chevy Chase right-of-way;
- E. The County agrees to obtain, at its expense, all federal, state and local approvals required, as they apply to the Facilities;
- F. The County is responsible for obtaining, at its expense, all private easements, licenses and other approvals, if any, required for the Facilities; and

- G. As a condition to approval of the Facilities by the Village, the County and its successors agree:
1. to restore all property impacted by installation of the Facilities, and to restore all property after their installation for work regarding their maintenance, repair, replacement or enlargement in place;
 2. to obtain or require of contractors appropriate bonds and/or insurance;
 3. to maintain the completed Facilities and keep them in a good condition and repair;
 4. to make, or cause to be made, any required changes to the Facilities due to maintenance or construction work performed by the Village;
 5. to be responsible for all costs related to the Facilities; and
 6. to provide the Village with as-built drawings of the Facilities promptly upon their completion.

Section 3. Restoration of Chevy Chase Road Right-of-Way.

The County agrees that, subsequent to any work on the Facilities, it shall be responsible for the restoration of the Chevy Chase Road right-of-way to a similar condition as it existed prior to such work. All work on the Facilities shall comply with the requirements of the Mundelein Subdivision Control Ordinance and all other Village codes, ordinances, rules and regulations, as amended from time to time.

Section 4. Ownership of Facilities.

The ownership of the Facilities shall be vested solely in the County.

Section 5. License/Permits.

The County agrees that the location of the Facilities within the Chevy Chase Road right-of-way shall be as permitted and identified by the Village, and that any work on the Facilities involving any excavations shall comply with reasonable engineering principals, and the requirements of the approved plans and specifications and all applicable Village codes, ordinances, rules and regulations, as may be amended from time to time.

Section 6. Hold Harmless.

The County agrees to fully indemnify, save harmless and defend the Village against all claims, causes of action, suits, damages, or demands that may arise, or be alleged to have arisen, out of or in connection with the actions or inactions of the County or its authorized agents, servants, employees, or contractors with respect to the installation, use, operation, maintenance, inspection, repair, replacement, alteration, removal or abandonment of the Facilities.

Section 7. Insurance

The County shall procure, maintain and keep, and shall cause each agent and contractor of the County to so procure, maintain and keep, in full force and effect insurance policies, at no cost to the Village, of such types, amounts and with carriers satisfactory to the Village, for the entire time that the initial construction and installation of the Facilities is ongoing hereunder and at such time or times as the County or any such agent or contractor shall thereafter enter the license/permit area for the purpose of performing any maintenance, repair, replacement or enlargement in place of the Facilities, or any portion thereof.

Section 8. Third Party Relocation of the County's Water Main portion of the Facilities.

Any relocation of the water main portion of the Facilities, if requested by a third party, shall require the Village's consent and approval. Any relocation of the water main shall be first agreed to and approved by the County and all construction work in regard thereto shall be done by the requesting third party at its expense. The Village and County shall not be responsible for any costs of relocating the water main.

Section 9. Amendment.

No modification to this Intergovernmental Agreement shall be effective unless made in writing and approved by the Village and the County.

Section 10. Governing Law.

The laws of the State of Illinois shall apply to this Agreement.

Section 11. Recording.

This Agreement may be recorded by any party hereto with the Lake County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have signed this Intergovernmental Agreement on the day and year first above written.

VILLAGE OF MUNDELEIN an Illinois municipal corporation	COUNTY OF LAKE
By: _____ Mayor	By: _____ Chairman
Attest: _____ Village Clerk	Attest: _____ County Clerk