

**INTERGOVERNMENTAL AGREEMENT TO FACILITATE THE
DISSOLUTION OF THE ROUND LAKE SANITARY DISTRICT**

This Agreement is entered into by the Round Lake Sanitary District, an Illinois sanitary district (“District”) and the County of Lake, Illinois (“County”) (collectively, the “Parties”), both of which may enter such an agreement under the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* This Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the “Effective Date” of the Agreement.

WHEREAS:

1. The County Board of the County of Lake, Illinois, seeks to streamline and consolidate units of local government, where such consolidation is feasible and in the best interests of the residents of Lake County.
2. Public Act 99-0783, codified at 70 ILCS 2405/27(c), provides that:

The Round Lake Sanitary District may dissolve itself upon entering into an agreement with the County of Lake for the County to acquire all of the assets and responsibilities of the Round Lake Sanitary District. Upon dissolution of the District, the statutory powers of the former District shall be exercised by the county board of Lake County. Within 60 days after the effective date of such dissolution and agreement, the County of Lake shall notify the Illinois Environmental Protection Agency regarding the dissolution of the Round Lake Sanitary District and the dissolution agreement.

3. The County operates a Department of Public Works for the purpose of providing sewage disposal to various areas of the county, and the County owns and operates interceptor sewers to transmit sewage.
4. The District owns and operates a system of sanitary sewers for the collection of sewage from customers within certain territory over which it has jurisdiction.
5. The District owns various physical assets, including, without limitation, a lift station, approximately 38 acres of real property that are commonly referred to as “the lagoons,” two vacant parcels on Dorothy Court, and a forcemain.
6. By agreement the County has operated and maintained the District’s physical assets for many years.
7. Separating ownership of the District’s physical assets from their operation and maintenance, as is currently the case, is a less efficient method of providing the local and regional services that the District’s assets provide. A more efficient allocation of resources would be for the District to convey its assets to the County, so that funding for the

maintenance and eventual replacement of the assets can be part of the County's public accounting process, enabling Lake County Public Works to set rates that will generate sufficient revenue to maintain the system long into the future and for the benefit of the public generally.

8. Public Act 99-0783 allows the District to dissolve itself and enter into an agreement with the County to transfer all assets and responsibilities of the District, and the District seeks to exercise that authority.
9. The County is willing to assume these assets and responsibilities, and finds that consolidation is feasible and in the best interests of the residents of Lake County.

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

1. **Incorporation of Recitals.** The above recitals are incorporated into the body of this Agreement as if set forth here in their entirety.
2. **Audit.** The District recently completed an audit dated April 13, 2017, a copy of which has been transmitted to the County for its review. The audit identifies the District's assets and liabilities, the totality of which the Parties intend to transfer with this Agreement.
3. **Transfer of Assets and Assumption of Duties.** Through the Quitclaim Deeds attached and made part of this Agreement as Exhibits A, B, and C, and the Bill of Sale attached and made a part of this Agreement as Exhibit D, the District agrees to transfer, and the County agrees to acquire, all of the District's assets. Upon execution of this Agreement and its accompanying exhibits, the County agrees to assume and perform all of the District's responsibilities on an ongoing basis.
4. **Reconciliation of NorStates Bank Financial Accounts.** As of December 31, 2016, the District's recently completed audit shows a cash balance of \$273,295. Attached as Exhibit E to this Agreement is a summary sheet and bank statements showing the account activity that occurred after December 31, 2016, and documenting the purpose for which the expenditures have been made.
5. **Dissolution of District.** After both the governing boards of the County and the District have executed this Agreement, the District, pursuant to Public Act 99-0783 (70 ILCS 2405/27(c)), shall cease to exist as a public entity in Lake County, Illinois.
6. **Indemnification.** The County agrees to indemnify and hold the District and its Trustees harmless from all civil law claims, demands, damages, liabilities and costs incurred by the District that directly or indirectly result from or arise in connection with this Agreement, the District's dissolution, or the County's assumption and performance of the District's responsibilities.
7. **Notice to other Governmental Bodies.** Within 60 days after the effective date of this Agreement and the District's resolution on its dissolution, the County shall notify the Illinois Environmental Protection Agency regarding the dissolution of the District and this dissolution agreement. Further, the County Clerk shall transmit a copy of this Resolution to the Local Records

Commission, the County Treasurer, Finance Department, and the Lake County Department of Public Works.

SIGNED:

Date:_____

COUNTY OF LAKE

By: Aaron Lawlor
Lake County Board Chairman

Date:_____

ROUND LAKE SANITARY DISTRICT

By: John Gutknecht
President

Mary Ellen Vanderventer

Lake County Recorder of Deeds

18 N COUNTY ST – 6th FLOOR

WAUKEGAN, IL 60085-4358

(847) 377-2575

fax (847) 984-5860

website: <http://www.lakecountyil.gov/recorder>

QUITCLAIM DEED

(Lagoons)

Space Above for Recorder's Use

Return Recorded Document To:

Stephen J. Rice

Lake County State's Attorney's Office--5th Fl.

18 N. County St., Waukegan, IL 60085

Name & Address of Taxpayer:

[Nontaxable property]

THE GRANTOR(s) Round Lake Sanitary District

of the City/Village of Round Lake County of Lake State of Illinois

for and in consideration of \$1.00 Dollars, CONVEY and QUITCLAIM to

THE GRANTEE(s) County of Lake

(Grantee's address) 18 N. County St.

of the City/Village of Waukegan County of Lake State of Illinois

in the form of ownership: Sole Ownership

(Sole Ownership or Joint Tenancy with Right of Survivorship or Tenancy in Common or Tenancy by the Entirety)

all interest in the following described Real Estate situated in the County of Lake, in the State of Illinois, to wit:

See the legal description attached as Exhibit 1.

(Note: If additional space is required for legal, attach on a separate 8½ x 11 sheet)

Permanent Index Number(s) P.I.N. 06-20-100-015

Property Address _____

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

(Note: If Grantor is also Grantee, you may want to strike Release and Waiver of Homestead Rights.)

EXH. A

Dated this _____ day of _____, _____.

Signature(s) of Grantor(s):

(Printed Name)

(Printed Name)

STATE OF ILLINOIS }
 } SS
County of Lake }

I, the undersigned, a Notary Public in and of said County, in the State aforesaid, DO HEREBY CERTIFY THAT

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

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

Notary Public

My commission expires _____, _____.

Name & Address of Preparer:

Stephen J. Rice, ASA

18 N. County St., 5th Fl.

Waukegan, IL 60085

Affix: State of Illinois / Lake County Transfer Stamp

or

Exempt under 35 ILCS 200/31-45 paragraph b

Section 4, Real Estate Transfer Act

Date: _____

Signature of Buyer, Seller or Representative

**This copy is provided by the Recorder
for use in Lake County, Illinois
(revised March 5, 2014)**

**A legal opinion is recommended prior to
taking final action with this deed.**

**Changes in ownership may have tax,
inheritance and other legal ramifications.**

Mary Ellen Vanderventer
Lake County Recorder

LEGAL DESCRIPTION OF THE MODIFIED RLSD SITE

(Excluding the RLB Recycling Area, the RLB Well House Area, and the School Area)

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 45 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHERLY RIGHT OF WAY OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS (NOW KNOWN AS COMMONWEALTH EDISON COMPANY); (EXCEPT THE EAST 30.0 FEET OF SAID WEST HALF DEDICATED FOR PUBLIC ROADWAY BY DOCUMENT 3090016; ALSO EXCEPT THE WEST 630 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING NORTH OF THE SOUTH 300 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

Except Parcel 1 (as legally described on Exhibit B as the RLB Recycling Center Area)

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS (NOW KNOWN AS COMMONWEALTH EDISON COMPANY) AND THE WEST RIGHT OF WAY OF SUNSET DRIVE AS DEDICATED FOR PUBLIC ROADWAY PURPOSES BY DOCUMENT 3090016; THENCE NORTH 00°02'07" EAST ALONG SAID WEST RIGHT OF WAY 30.76 FEET; THENCE NORTH 90°00'00" WEST 16.31 FEET; THENCE SOUTHWESTERLY AONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 98.50 FEET, CHORD BEARING SOUTH 82°07'53" WEST; 27.05 FEET; THENCE SOUTH 74°15'45" WEST 168.10 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 121.50 FEET, CHORD BEARING SOUTH 82°32'15" WEST, 35.09 FEET; THENCE NORTH 89°11'16" WEST 273.54 FEET; THENCE SOUTH 00°48'44" WEST 292.15 FEET TO THE NORTHERLY RIGHT OF WAY OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS (NOW KNOWN AS COMMONWEALTH EDISON COMPANY), THENCE NORTH 58°57'09" EAST ALONG SAID NORTHERLY LINE 603.61 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Except Parcel 3 (as legally described and depicted on Exhibit B as the RLB Well House Area)

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS (NOW KNOWN AS COMMONWEALTH EDISON COMPANY) AND THE WEST RIGHT OF WAY OF SUNSET DRIVE AS DEDICATED FOR PUBLIC ROADWAY PURPOSES BY DOCUMENT 3090016; THENCE NORTH 00°02'07" EAST ALONG SAID WEST RIGHT OF WAY 30.76 FEET; THENCE NORTH 90°00'00" WEST 16.31 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 98.50 FEET, CHORD BEARING SOUTH 82°07'53" WEST; 27.05 FEET; THENCE SOUTH 74°15'45" WEST 168.10 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 121.50 FEET, CHORD BEARING SOUTH 82°32'15" WEST, 35.09 FEET; THENCE NORTH 89°11'16" WEST 364.02 FEET; THENCE NORTH 00°48'44" EAST 45.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°11'16" EAST 49.25 FEET; THENCE NORTH 00°48'44" EAST 55.30 FEET; THENCE NORTH 56°42'38" WEST 14.00 FEET; THENCE NORTH 89°11'16" WEST 37.44 FEET; THENCE SOUTH 00°48'44" WEST 62.82 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS

Except the "School Area" (as legally described and depicted on Exhibit C)

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID QUARTER QUARTER SECTION, 300 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°00'49" EAST ALONG A LINE 300 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 555.00 FEET; THENCE SOUTH 28°23'36" WEST 90.11 FEET; THENCE NORTH 89°00'49" WEST 512.00 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 00°06'07" WEST ALONG SAID WEST LINE 80.01 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Mary Ellen Vanderverter

Lake County Recorder of Deeds

18 N COUNTY ST – 6th FLOOR

WAUKEGAN, IL 60085-4358

(847) 377-2575

fax (847) 984-5860

website: <http://www.lakecountyil.gov/recorder>

QUITCLAIM DEED

(Midland Lift Station)

Space Above for Recorder's Use

Return Recorded Document To:

Stephen J. Rice

Lake County State's Attorney's Office--5th Fl.

18 N. County St., Waukegan, IL 60085

Name & Address of Taxpayer:

[Nontaxable property]

THE GRANTOR(s) Round Lake Sanitary District

of the City/Village of Round Lake County of Lake State of Illinois

for and in consideration of \$1.00 Dollars, CONVEY and QUITCLAIM to

THE GRANTEE(s) County of Lake

(Grantee's address) 18 N. County St.

of the City/Village of Waukegan County of Lake State of Illinois

in the form of ownership: Sole Ownership

(Sole Ownership or Joint Tenancy with Right of Survivorship or Tenancy in Common or Tenancy by the Entirety)

all interest in the following described Real Estate situated in the County of Lake, in the State of Illinois, to wit:

See the legal description attached as Exhibit 1.

(Note: If additional space is required for legal, attach on a separate 8½ x 11 sheet)

Permanent Index Number(s) P.I.N. 06-29-200-002

Property Address Midland Drive, Round Lake Park, IL 60073

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

(Note: If Grantor is also Grantee, you may want to strike Release and Waiver of Homestead Rights.)

EXH. B

Dated this _____ day of _____, _____.

Signature(s) of Grantor(s):

(Printed Name)

(Printed Name)

STATE OF ILLINOIS }
 } SS
County of Lake }

I, the undersigned, a Notary Public in and of said County, in the State aforesaid, DO HEREBY CERTIFY THAT

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

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

Notary Public

My commission expires _____, _____.

Name & Address of Preparer:

Stephen J. Rice, ASA

18 N. County St., 5th Fl.

Waukegan, IL 60085

Affix: State of Illinois / Lake County Transfer Stamp

or

Exempt under 35 ILCS 200/31-45 paragraph b

Section 4, Real Estate Transfer Act

Date: _____

Signature of Buyer, Seller or Representative

**This copy is provided by the Recorder
for use in Lake County, Illinois
(revised March 5, 2014)**

**A legal opinion is recommended prior to
taking final action with this deed.**

**Changes in ownership may have tax,
inheritance and other legal ramifications.**

Mary Ellen Vanderventer
Lake County Recorder

Legal Description for the Parcel Containing the Midland Lift Station

The north 33 feet of the west 295 feet of the east 573 feet of the east quarter of section 29, township 45 north, range 10 east of the third principal meridian, in Lake County, Illinois, and the south 50 feet of the north 83 feet of the west 50 feet of the east 328 feet of the east half of the northeast quarter of section 29, township 45 north, range 10 east of the third principal meridian, in Lake County, Illinois.

P.I.N. 06-29-200-002

Located on Midland Drive, Round Lake Park, IL 60073.

Mary Ellen Vanderverter

Lake County Recorder of Deeds

18 N COUNTY ST – 6th FLOOR

WAUKEGAN, IL 60085-4358

(847) 377-2575

fax (847) 984-5860

website: <http://www.lakecountyil.gov/recorder>

QUITCLAIM DEED

(Dorothy Court Parcels)

Space Above for Recorder's Use

Return Recorded Document To:

Stephen J. Rice

Lake County State's Attorney's Office--5th Fl.

18 N. County St., Waukegan, IL 60085

Name & Address of Taxpayer:

[Nontaxable property]

THE GRANTOR(s) Round Lake Sanitary District

of the City/Village of Round Lake County of Lake State of Illinois

for and in consideration of \$1.00 Dollars, CONVEY and QUITCLAIM to

THE GRANTEE(s) County of Lake

(Grantee's address) 18 N. County St.

of the City/Village of Waukegan County of Lake State of Illinois

in the form of ownership: Sole Ownership

(Sole Ownership or Joint Tenancy with Right of Survivorship or Tenancy in Common or Tenancy by the Entirety)

all interest in the following described Real Estate situated in the County of Lake, in the State of Illinois, to wit:

Lots 3 and 4 in Block 203 in Round Lake Beach Garden Addition, being a subdivision of part of Sections 20 and 29, Township 45 North, Range 10, east of the third principal meridian, in Lake County, Illinois.

(Note: If additional space is required for legal, attach on a separate 8½ x 11 sheet)

Permanent Index Number(s) P.I.N. 06-20-404-066 and 06-20-404-067

Property Address 0 Dorothy Court, Round Lake, Illinois 60073

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

(Note: If Grantor is also Grantee, you may want to strike Release and Waiver of Homestead Rights.)

EXH. C

Dated this _____ day of _____, _____.

Signature(s) of Grantor(s):

(Printed Name)

(Printed Name)

STATE OF ILLINOIS }
 } SS
County of Lake }

I, the undersigned, a Notary Public in and of said County, in the State aforesaid, DO HEREBY CERTIFY THAT

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

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

Notary Public

My commission expires _____, _____.

Name & Address of Preparer:

Stephen J. Rice, ASA

18 N. County St., 5th Fl.

Waukegan, IL 60085

Affix: State of Illinois / Lake County Transfer Stamp

or

Exempt under 35 ILCS 200/31-45 paragraph b

Section 4, Real Estate Transfer Act

Date: _____

Signature of Buyer, Seller or Representative

**This copy is provided by the Recorder
for use in Lake County, Illinois
(revised March 5, 2014)**

**A legal opinion is recommended prior to
taking final action with this deed.**

**Changes in ownership may have tax,
inheritance and other legal ramifications.**

Mary Ellen Vanderventer
Lake County Recorder

BILL OF SALE

SELLER: Round Lake Sanitary District, 1937 N. Municipal Way, Round Lake Beach, IL 60073.

BUYER: County of Lake, through its Department of Public Works, 650 W. Winchester Rd., Libertyville, IL 60048.

The Round Lake Sanitary District, a unit of local government (hereinafter the “Seller”), for adequate consideration and under the authority granted at 70 ILCS 2405/27(c), hereby grants, sells, transfers, delivers and quit claims to the County of Lake, a unit of local government (hereinafter the “Buyer”), all of its rights, title, and interest in and to the following goods, chattels, and other items of personal and real property, namely:

1. Every part and item of a system of underground interceptor sanitary sewers, and their facilities, as described and shown on engineering plans dated or last revised November 16, 1972 and prepared by Thacker Engineering, Inc.
2. Every part and item of a system of 14” diameter underground interceptor sanitary sewers, and their facilities, of a length of approximately 4,300 feet, running along Partridge Court to Lagoon Drive, then along Lagoon Drive to Golfview Drive, then along Golfview Drive to Sunset Drive to the junction box on the District Property.
3. Every part and item of a system of 18” diameter underground interceptor sanitary sewers, and their facilities, of a length of approximately 1,800 feet, running along Sunset Drive to the junction box on the District Property.
4. Every part and item of a Lift Station and its facilities and improvements for the Midland Lift Station (Beachwood and Midland Drives, Round Lake Park).
5. Every part and item of a system of an underground force main, 10 inches in diameter and 5,900 feet in length, running along Catalpa Drive to Washington Street, from Washington Street to Park Road, and then along the north side of the High School property to Sunset Drive, along Sunset Drive to the Sanitary District junction box.
6. Every part and item of a system of facilities and improvements on, and within all the property of the former District sewage treatment plant, lagoons and environs, including, but not limited to, pipes, manholes, valves, wells, pumps, vaults, junction boxes, buildings and improvements.
7. All legal interests in the easements for the property being transferred by this instrument. Additionally, the Seller hereby grants, conveys, and assigns its interest in any easement it holds in relation to the use, operation, maintenance, repair or replacement of any of the property, improvements, and facilities addressed by this instrument. To these ends, and in addition to the previous provisions, the Seller grants unto the Buyer, an irrevocable and permanent license to enter upon, open, and work within any easement held by the Seller.
8. The proceeds of financial accounts held at held at NorStates Bank in the amount of approximately \$273,295 as of December 31, 2016, as identified on the District’s 2017 Audit.

EXH. D

This amount includes an amount of \$193,525.91, which the District's 2017 Audit identifies as an Illinois Municipal Retirement Fund Demand Note.

9. All interest in any other personal or real property owned by the Seller as of the date of this Bill of Sale. With this Bill of Sale, the Seller intends to convey every interest it possesses in its real and personal property, whether fixed or moveable, so that upon the Seller's dissolution, the Buyer is in complete possession of all Seller assets.

The Property is being sold on an "**AS IS**" basis and the Seller explicitly disclaims all warranties, whether expressed or implied, including but not limited to any warranty as to the condition of the Property. However, the Seller's warranty disclaimer is not intended to in any way affect the terms of any applicable warranties from the manufacturers of the different parts that make up the Property.

The Buyer has been given the opportunity to inspect the Property (or to have the Property inspected). The Buyer accepts the Property in its existing condition.

The terms of this Bill of Sale shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

The parties agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Bill of Sale.

This Bill of Sale shall be effective when all of the parties have signed it after receiving approval from their governing boards, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this agreement. If a party signs but fails to date its signature, then the other party may complete both date lines with the date the second party signs this agreement.

SIGNED:

Round Lake Sanitary District

County of Lake

Date: _____

Date: _____

By: John Gutknecht
Its: President

By: Aaron Lawlor
Its: Chairman, Lake County Board

