

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF ROUND LAKE BEACH
FOR THE TRANSFER OF REAL PROPERTIES
NEAR THE INTERSECTION OF HOOK DRIVE
AND ROLLINS ROAD (COUNTY HIGHWAY 31)**

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 Chairman and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF ROUND LAKE BEACH, an Illinois Municipal Corporation, acting by and through its Mayor and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE 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 COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, made certain roadway improvements along Rollins Road (County Highway 31) from Illinois Route 83 to Drury Lane, hereinafter referred to as the IMPROVEMENT. Said IMPROVEMENT is known as COUNTY Section 99-00080-47-WR, was let on February 24, 2004, and included, but was not limited to, the realignment of Hook Drive at Rollins Road (hereinafter INTERSECTION), installation of permanent traffic control signals at the INTERSECTION, construction of certain storm sewer and drainage improvements (hereinafter DRAINAGE IMPROVEMENTS) along Rollins Road and along Hook Drive and the construction of a detention pond located at the northeast corner of the INTERSECTION (hereinafter DETENTION POND), all as detailed in the plans, specifications, and construction contract for the IMPROVEMENT; and,

WHEREAS, the COUNTY maintains and has jurisdictional authority over Rollins Road; and,

WHEREAS, the VILLAGE maintains and has jurisdictional authority over Hook Drive; and,

WHEREAS, the COUNTY obtained an area of real property to facilitate construction of the IMPROVEMENT and the realignment of the INTERSECTION; and,

WHEREAS, prior to the IMPROVEMENT, Hook Drive was located within public road right-of-way that was formerly known as Old Rollins Road; and,

WHEREAS, as a result of the IMPROVEMENT, the east end of Hook Drive was relocated from the Old Rollins Road right-of-way southwesterly onto real property obtained by the COUNTY for the IMPROVEMENT; and,

WHEREAS, also as a result of the IMPROVEMENT, certain DRAINAGE IMPROVEMENTS and the DETENTION POND were constructed on the east end of the Old Rollins Road right-of-way from which Hook Drive was relocated and were also constructed on real property obtained by the COUNTY for the IMPROVEMENT; and,

WHEREAS, the COUNTY and the VILLAGE are desirous to clarify the right-of-way and property ownership in the area of the INTERSECTION; and,

WHEREAS, a general depiction of the INTERSECTION and the surrounding property is attached to THIS AGREEMENT as Exhibit A and is hereby made a part hereof; and,

WHEREAS, the COUNTY desires to dedicate for public road purposes, a piece of real property upon which relocated Hook Drive and DRAINAGE IMPROVEMENTS associated with Hook Drive are located, to the VILLAGE (hereinafter HOOK DRIVE DEDICATION AREA). Said HOOK DRIVE DEDICATION AREA is as depicted on the Plat of Dedication, which is attached to THIS AGREEMENT as Exhibit B and is hereby made a part hereof; and,

WHEREAS, the VILLAGE desires to grant an easement to the COUNTY for public roadway and detention purposes over an area of real property of the Old Rollins Road right-of-way upon which DRAINAGE IMPROVEMENTS and the DETENTION POND are located (hereinafter EASEMENT AREA). Said EASEMENT AREA is as depicted/described on the Plat of Easement, which is attached to THIS AGREEMENT as Exhibit C and is hereby made a part hereof; and,

WHEREAS, in the vicinity of the INTERSECTION there exists an area of real property west of realigned Hook Drive presently owned by Lake County which has been determined by the COUNTY's County Engineer (hereinafter COUNTY ENGINEER) to be unnecessary for current or future transportation improvements (hereinafter EXCESS PROPERTY AREA). Said EXCESS PROPERTY AREA is as described in the legal description of the property, which is attached to THIS AGREEMENT as Exhibit D and is hereby made a part hereof; and,

WHEREAS, the VILLAGE desires to acquire said EXCESS PROPERTY AREA for green space, detention, and other such uses near the INTERSECTION; and,

WHEREAS, the COUNTY desires to dispose of said piece of EXCESS PROPERTY AREA and to transfer said property to the VILLAGE via Quit Claim Deed for public use purposes; and,

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

WHEREAS, pursuant to the ACT, the COUNTY and the VILLAGE may transfer all of their right, title and interest, in any of the real properties described above upon such terms as may be agreed upon by the corporate authorities of the COUNTY and the VILLAGE subject to the provisions of such ACT; and,

WHEREAS, the COUNTY, by way of a COUNTY Board Resolution, shall transfer legal ownership of the HOOK DRIVE DEDICATION AREA to the VILLAGE, pursuant to the ACT; and,

WHEREAS, the VILLAGE, by way of a VILLAGE Ordinance, shall request the transfer of legal ownership of the HOOK DRIVE DEDICATION AREA, pursuant to the ACT; and,

WHEREAS, the transfer of real properties as described will be of immediate benefit to the residents of the COUNTY and the VILLAGE 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:

SECTION I.

Recitals/Headings

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. It is mutually agreed by and between 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.
Property Conveyance:
HOOK DRIVE DEDICATION AREA, EASEMENT AREA,
and EXCESS PROPERTY AREA

1. The COUNTY agrees, at its sole expense, to prepare, or cause to be prepared, the necessary surveys, plats and land conveyance documents for the property conveyances contemplated herein for the HOOK DRIVE DEDICATION AREA, EASEMENT AREA and EXCESS PROPERTY AREA.
2. It is mutually agreed by and between the parties hereto that the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., authorizes the COUNTY's fee simple dedication of the HOOK DRIVE DEDICATION AREA to the VILLAGE, as depicted on Exhibit B. The COUNTY agrees to transfer the HOOK DRIVE DEDICATION AREA to the VILLAGE without reimbursement from the VILLAGE.
3. The VILLAGE agrees to request the transfer of legal ownership of the HOOK DRIVE DEDICATION AREA by way of an Ordinance, pursuant to the ACT.
4. The COUNTY agrees to transfer legal ownership of the HOOK DRIVE DEDICATION AREA to the VILLAGE by way of a COUNTY Board Resolution, pursuant to the ACT.
5. The VILLAGE agrees to grant an easement to the COUNTY substantially in the form attached hereto as Exhibit A for public roadway and detention purposes over the area as depicted on Exhibit C, without reimbursement from the COUNTY.
6. The COUNTY agrees to transfer said EXCESS PROPERTY AREA to the VILLAGE via Quit Claim Deed for public use purposes.
7. The COUNTY agrees to convey to the VILLAGE, for green space, detention, and other such public uses, its interest in the EXCESS PROPERTY AREA, as described on Exhibit D, without reimbursement from the VILLAGE at this time. However, conveyance of the EXCESS PROPERTY AREA from the COUNTY to the VILLAGE shall be for public use. Should the VILLAGE desire to lease, sell and/or change the use of the EXCESS PROPERTY AREA in the future, the VILLAGE shall make a written request to the COUNTY ENGINEER regarding the proposed lease or sale of the EXCESS PROPERTY AREA for his/her approval. Whether to grant that approval and the terms and conditions for the proposed lease or sale of the EXCESS PROPERTY AREA would be determined in the sole discretion of the COUNTY ENGINEER.

8. Provided they are consistent with the provisions, paragraphs and words of THIS AGREEMENT, the VILLAGE agrees to execute and return to the COUNTY ENGINEER the conveyance documents for said HOOK DRIVE DEDICATION AREA, EASEMENT AREA, and EXCESS PROPERTY AREA within ten (10) working days of the receipt of said documents. The COUNTY will cause the conveyance documents to be recorded and shall provide the VILLAGE a copy of the recorded conveyance documents for its records.

SECTION III.

Affirmation of Maintenance Responsibilities for Roadways, DRAINAGE IMPROVEMENTS and the DETENTION POND

1. The Parties agree that the COUNTY shall continue to maintain and have jurisdictional authority over Rollins Road and the VILLAGE shall continue to maintain and have jurisdictional authority over Hook Drive.
2. The COUNTY agrees to continue to maintain, or cause to be maintained, the DETENTION POND, and DRAINAGE IMPROVEMENTS constructed by the IMPROVEMENT within the Rollins Road right-of-way, without reimbursement by the VILLAGE.
3. The VILLAGE agrees to continue to own and maintain, or cause to be maintained, all of the DRAINAGE IMPROVEMENTS constructed by the IMPROVEMENT located within the existing Hook Drive right-of-way, within the HOOK DRIVE DEDICATION AREA and those located within the EASEMENT AREA that are serving Hook Drive and the subdivision to the north, without reimbursement by the COUNTY. Additionally, the parties agree that the VILLAGE shall hold the sole responsibility to maintain the storm sewer and associated appurtenances that serve Hook Drive and the subdivision to the north, including those that are located within the EASEMENT AREA and outlet into the DETENTION POND. However, the COUNTY shall have the ability to maintain said Hook Drive storm sewers and associated appurtenances located within the EASEMENT AREA should the COUNTY ENGINEER determine that it is necessary in order to effectively maintain the DETENTION POND.

SECTION IV.

General Provisions

1. 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 ENGINEER to maintain, operate, manage, improve, construct,

reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.

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 VILLAGE (including its elected officials, duly appointed officials, employees and agents) as 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.
3. 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.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on the date that the last authorized agent of the parties hereto affixes their signature.
5. 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.
6. 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.
7. 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.

8. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto shall 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 remaining parties to THIS AGREEMENT.
9. 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.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

ATTEST:

Village Clerk

VILLAGE OF ROUND LAKE BEACH

By: _____
Mayor

Date: _____

RECOMMENDED FOR EXECUTION

Lake County Director of Transportation/
County Engineer

COUNTY OF LAKE

ATTEST:

Clerk
Lake County

By: _____
Chairman
Lake County of Board

Date: _____

EXHIBIT A
General Depiction

Exhibit A - General Depiction



0 60 120 240 Feet




-  Easement Area
-  Excess Property Area
-  Hook Dr. Dedication Area



EXHIBIT B
Plat of Dedication

*PLAT OF DEDICATION
OF PART OF HOOK DRIVE*

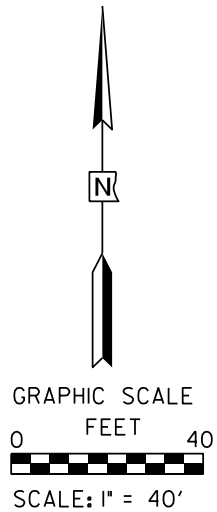
GRAPHIC SCALE
0 FEET 40
SCALE: 1" = 40'

That part of the Northwest Quarter of Section 15, Township 45 North, Range 10 East of the Third Principal Meridian, Lake County, Illinois, described as follows: Commencing at the southeast corner of Outlot "F" in Oaktree Unit 1, being a subdivision in the Southwest Quarter of Section 10 and the Northwest Quarter of Section 15, Township 45 North, Range 10 East of the Third Principal Meridian, according to the plat thereof, recorded November 27, 1989 as Document No. 2854226; thence South 00 degrees 14 minutes 38 seconds West (bearings referenced to the Illinois State Plane Coordinate System NAD83 (2011)), a distance of 77.63 feet to the southeast corner of the Northeast Quarter of said Northwest Quarter; thence North 89 degrees 34 minutes 48 seconds West, a distance of 814.56 feet along the south line of the Northeast Quarter of said Northwest Quarter to a point on the westerly right-of-way line of realigned Hook Drive as shown on Document No. 4068082, recorded January 5, 1998 for the Point of Beginning; thence northwesterly, 169.53 feet along a non-tangent curve to the left, having a radius of 288.08 feet, the chord of said curve bears North 56 degrees 40 minutes 04 seconds West, 167.09 feet to the easterly line of land described in deed, recorded September 25, 2006 as Document No. 0662719; thence North 27 degrees 29 minutes 00 seconds East, a distance of 42.40 feet along said easterly line to the center point of Hook Drive (formerly old Rollins Road) as shown on said plat of the Northwest Quarter of Outlot "F" in Oaktree Unit 1, recorded November 27, 1989 as Document No. 2854226; thence South 78 degrees 29 minutes 05 seconds East, 150.25 feet along said centerline; thence South 49 degrees 09 minutes 25 seconds East, 61.25 feet; thence South 35 degrees 22 minutes 24 seconds East, 158.30 feet; thence South 66 degrees 03 minutes 58 seconds East, 65.77 feet; thence southwesterly, 162.07 feet along a curve to the left having a radius of 5789.65 feet, the chord of said curve bears South 70 degrees 16 minutes 23 seconds West, 162.06 feet to the westerly right-of-way line as shown on said Document No. 4068082; thence northwesterly, 5.06 feet along said right-of-way line, being a curve to the left having a radius of 25.00 feet, the chord of said curve bears North 14 degrees 18 minutes 44 seconds West, 5.05 feet; thence North 20 degrees 06 minutes 29 seconds West, 64.71 feet along said westerly right-of-way line; thence northwesterly, 99.07 feet along said westerly right-of-way line, being a curve to the left, having a radius of 288.08 feet, the chord of said curve bears North 29 degrees 57 minutes 32 seconds West, 98.58 feet to the Point of Beginning.

[illegible]

MAIL TO:	LAKE COUNTY DIVISION OF TRANSPORTATION 600 WEST WINCHESTER ROAD LIBERTYVILLE, ILLINOIS 60048-1381
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EXHIBIT C
Permanent Easement Exhibit



PART OF THE NW 1/4, SECTION 15, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE 3rd PRINCIPAL MERIDIAN, LAKE COUNTY, IL

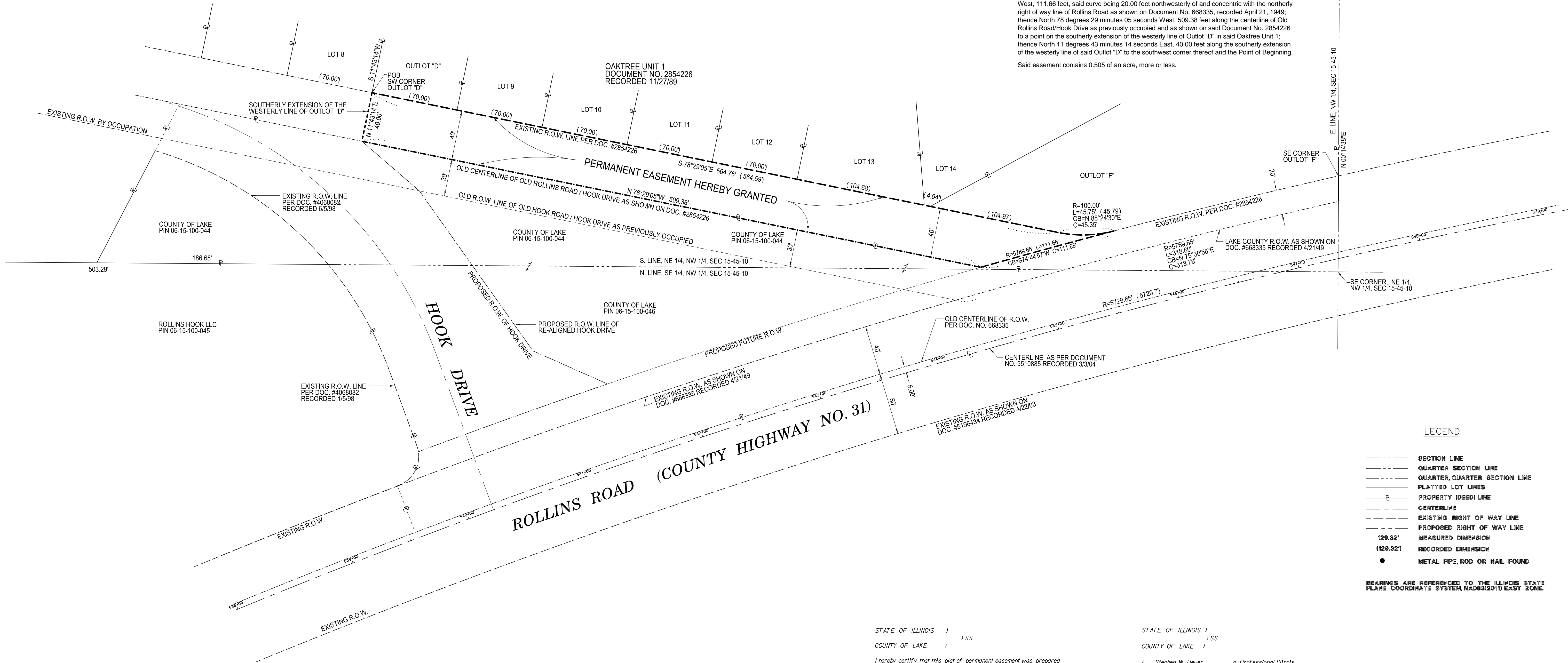
PERMANENT EASEMENT EXHIBIT

Exhibit C

Legal Description for Permanent Easement

That part of the Northwest Quarter of Section 15, Township 45 North, Range 10 East of the Third Principal Meridian, Lake County, Illinois, described as follows: Beginning at the southwest corner of Outlot "D" in Oaktree Unit 1, being a subdivision in the Southwest Quarter of Section 10 and the Northwest Quarter of Section 15, Township 45 North, Range 10 East of the Third Principal Meridian, according to the plat thereof, recorded November 27, 1989 as Document No. 2854226; thence South 78 degrees 29 minutes 05 seconds East, (bearings referenced to Illinois State Plane Coordinate System NAD83 (2011)), a distance of 564.75 feet (564.59 feet record) along the northerly right-of-way line of Old Rollins Road/Hook Drive as dedicated per said Document No. 2854226; thence easterly, 45.75 feet (45.79 feet record) along a southerly line of Outlot "F" in said Oaktree Unit 1, being on a curve convex southerly having a radius of 100.00 feet, the chord of said curve bears North 88 degrees 24 minutes 30 seconds East, 45.35 feet to a point of cusp; thence southwesterly, 111.66 feet along a curve convex northwesterly having a radius of 5789.65 feet, the chord of said curve bears South 74 degrees 44 minutes 57 seconds West, 111.66 feet, said curve being 20.00 feet northwesterly of and concentric with the northerly right of way line of Rollins Road as shown on Document No. 668335, recorded April 21, 1949; thence North 78 degrees 29 minutes 05 seconds West, 509.38 feet along the centerline of Old Rollins Road/Hook Drive as previously occupied and as shown on said Document No. 2854226 to a point on the southerly extension of the westerly line of Outlot "D" in said Oaktree Unit 1; thence North 11 degrees 43 minutes 14 seconds East, 40.00 feet along the southerly extension of the westerly line of said Outlot "D" to the southwest corner thereof and the Point of Beginning.

Said easement contains 0.505 of an acre, more or less.



LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- QUARTER, QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- MEASURED DIMENSION
- RECORDED DIMENSION
- METAL PIPE, ROD OR NAIL FOUND

BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83(2011) EAST ZONE.

STATE OF ILLINOIS)
COUNTY OF LAKE)

I hereby certify that this plat of permanent easement was prepared under my direction, this _____ day of _____, A.D. _____.

SHANE E. SCHNEIDER, P.E.
COUNTY ENGINEER OF LAKE COUNTY

STATE OF ILLINOIS)
COUNTY OF LAKE)

I, Stephen W. Heuer, a Professional Illinois Land Surveyor, do hereby certify that I have prepared this plat of permanent easement exhibit.

DATED THIS 21st DAY OF September, 2017, A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO.035-2848
Expires 11/30/18

PERMANENT EASEMENT EXHIBIT

SECTION: 17-00080-63-LA
PROJECT: HOOK DRIVE

SCALE: 1"=40'
DRAWN BY: SWH 09/21/17
COMP. FILE: Sec080N7-080-63-EASEMENT.dgn
REVISIONS:
SHEET NO. 1 OF 1

MAIL TO: LAKE COUNTY DIVISION OF TRANSPORTATION
600 WEST WINCHESTER ROAD
LIBERTYVILLE, ILLINOIS 60048-1381

EXHIBIT D
EXCESS PROPERTY AREA – Legal Description

Exhibit D – EXCESS PROPERTY AREA – Legal Description

That part of the Northeast Quarter of the Northwest Quarter of Section 15, Township 45 North, Range 10 East of the Third Principal Meridian, Lake County, Illinois, described as follows: Commencing at the southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 15; thence South 89 degrees 34 minutes 48 seconds East (bearings referenced to the Illinois State Plane Coordinate System NAD83(2011)), a distance of 316.61 feet along the south line of the Northeast Quarter of the Northwest Quarter of said Section 15 to the southeasterly corner of land described in deed, recorded September 25, 2006 as Document No. 6062719, and the Point of Beginning; thence North 27 degrees 29 minutes 00 seconds East, 101.97 feet along the easterly line of land described in said Document No. 6062719 to the southerly right-of-way line of Hook Drive as dedicated per Document No. _____ recorded _____ 2017; thence southeasterly, 169.53 feet along said southerly right-of-way line, being a non-tangent curve concave southwesterly, having a radius of 288.08 feet, the chord of said curve bears South 56 degrees 40 minutes 04 seconds East, 167.09 feet to the south line of the Northeast Quarter of the Northwest Quarter of said Section 15; thence North 89 degrees 34 minutes 48 seconds West, 186.68 feet along said south line to the Point of Beginning. Said parcel contains 0.226 of an acre, more or less.