

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF WINTHROP HARBOR
FOR THE TRANSFER OF REAL PROPERTY
NEAR THE INTERSECTION OF
SHERIDAN ROAD AND 8TH STREET**

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 WINTHROP HARBOR, an Illinois Municipal Corporation, acting by and through its President and Board of Trustees, 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 VILLAGE maintains and has jurisdictional authority over 8th Street; and,

WHEREAS, the Illinois Department of Transportation (hereinafter STATE) has jurisdictional authority over Sheridan Road and the VILLAGE maintains Sheridan Road; and,

WHEREAS, the COUNTY obtained an area of real property located north of 8th Street and west of Sheridan Road in September 1972; and,

WHEREAS, said aforementioned real property 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); and,

WHEREAS, a general depiction of the EXCESS PROPERTY AREA is attached to THIS AGREEMENT as Exhibit A and is hereby made a part hereof; and,

WHEREAS, said EXCESS PROPERTY AREA is as described in the legal description of the property, which is attached to THIS AGREEMENT as Exhibit B and is hereby made a part hereof; and,

WHEREAS, the VILLAGE desires to acquire said EXCESS PROPERTY AREA from the COUNTY for public use purposes; 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 the real property 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 transfer of real property 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:
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 EXCESS PROPERTY AREA.

2. The COUNTY agrees to transfer said EXCESS PROPERTY AREA to the VILLAGE via Quit Claim Deed for public use purposes (enforced through a deed restriction).
3. The COUNTY agrees to convey to the VILLAGE, for green space and other such public uses, its interest in the EXCESS PROPERTY AREA, as described on Exhibit B, 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, sale, and/or change of use of the EXCESS PROPERTY AREA would be at the sole discretion of the COUNTY ENGINEER.
4. 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 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. 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.

VILLAGE OF WINTHROP HARBOR

ATTEST:

Village Clerk

By: _____
Village President

Date: _____

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Lake County Director of Transportation/
County Engineer

COUNTY OF LAKE

ATTEST:

Clerk
Lake County

By: _____
Chair, Lake County Board

Date: _____

EXHIBIT A

General Depiction

Exhibit A - General Depiction



25
Miles

Excess Property Area



LCDOT GIS
5/10/2019

EXHIBIT B

EXCESS PROPERTY AREA – Legal Description

Exhibit B – EXCESS PROPERTY AREA – Legal Description

That part of the Northwest Quarter of Section 10, Township 46 North, Range 12 East of the Third Principal Meridian, and of Lot "F" in Block 7 in resubdivision of various parts of a subdivision of Lot 6 in Winthrop Harbor of part of said Northwest Quarter of Section 10, Township and Range aforesaid, according to the plat of said subdivision recorded April 4, 1906 as Document 105873 in book "G" of Plats, page 45, described as follows to wit: Beginning at the southwest corner of said Lot "F"; thence northerly along the westerly line of said Lot "F", 125 feet; thence East parallel with the south line of said Lot "F" and said south line extended easterly to the center of Sheridan Road; thence southerly along the center of said Sheridan Road to a point 790 feet north of the south line of said Northwest Quarter (measured along the center of said road); thence West to the easterly line of said Lot "F"; thence southerly along the easterly line of said Lot "F", 90.15 feet to the southeast corner thereof; thence West along said south line to the place of beginning, in Lake County, Illinois. EXCEPT the northerly 35 feet, as measured at right angles to the north line thereof, ALSO EXCEPTING and RESERVING the easterly 17 feet of said Lot "F" as measure at right angles to the centerline of Sheridan Road for road right-of-way.