INTERGOVERNMENTAL AGREEMENT
between
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and the
VILLAGE of GURNEE
for the
2018 IDNR-OWR FLOOD MITIGATION PROGRAM

THIS AGREEMENT is made between the Lake County Stormwater Management Commission ("SMC"), acting pursuant to a cooperative agreement with the People of the State of Illinois, Department of Natural Resources, Office of Water Resources, ("STATE"), and the Village of Gurnee, Illinois ("VILLAGE").

WITNESSTH:

WHEREAS, the SMC and the VILLAGE are legal entities and existing under the laws of the State of Illinois, having among their powers to contract with one another to perform the undertakings described in this AGREEMENT; and

WHEREAS, the SMC has entered into a cooperative agreement with the STATE (IDNR) dated 09/26/2019 in which the STATE is authorized to acquire certain flood damaged, real property, and which the STATE thereafter transfers and conveys to the SMC, subject to certain perpetual conditions and restrictions; and

WHEREAS, the SMC has adopted a long-range hazard mitigation plan to acquire privately-owned real property, in conjunction with the STATE, located in Lake County's various floodplains, for public use, thereby eliminating threats to public health and damages to private dwellings and other structures caused by floods; and

WHEREAS, the SMC has acquired with/from the STATE, certain real property, described in Exhibit A, as a part of the Flood Hazard Mitigation Project, located within a floodplain and within the corporate limits of the SMC and the VILLAGE; and

WHEREAS, the SMC intends through a separate action to convey said real property described in Exhibit A, by a vote of *2/3* of its Commissioners in accordance with the Local Government Property Transfer Act (50 ILCS *605/2* (a)), to the VILLAGE, subject to the restrictions contained in this Agreement; and

WHEREAS, the VILLAGE has determined that it is necessary and convenient to acquire the real property described in Exhibit A from the SMC for open space public use, subject to the conditions and restrictions contained in the Deed from the STATE to the SMC and the restrictive covenants of this Agreement as described in Exhibit B, pursuant to an ordinance enacted in accordance with the Local Government Property Transfer Act (50 ILCS *605/2* (a)); and

WHEREAS, the VILLAGE has determined and will contribute in monies, as the VILLAGE's contribution to the *STATE/SMC* acquisition of the real property described in Exhibit A, five percent (5%) of the total cost of acquisition, structure removal, and site restoration, for a not-to-exceed amount of $27,148 for SMC project management and grant administration; and

WHEREAS, the entering into, and implementation of, this AGREEMENT will further and enhance the public policy of intergovernmental cooperation.

NOW THEREFORE, for and in consideration of the benefits to be derived from the implementation of the Lake County IDNR-OWR Flood Mitigation Project, the sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

1. The recitals set forth above are incorporated herein by reference and made a part hereof.

2. The parties agree that the use of the subject real property (Exhibit A) shall be restricted to open space public use, and no improvements shall be made to or on the real property other than flood hazard mitigation improvements, or those improvements permitted under the conditions and restrictions contained in the Deed Restrictions from the STATE to the SMC or the restrictive covenants described in Exhibit B. If the subject real property (Exhibit A) ceases to be used for open space public use, legal title to said real property shall revert to the SMC. These conditions and restrictions shall run with the land.

3. The SMC shall convey the subject real property to the VILLAGE by Quit Claim deed, subject only to restrictions of record and to the restrictions provided in Paragraph 2 above and in Exhibit B. The SMC shall provide current date title insurance, at its own cost, identifying VILLAGE as Grantee.

4. The VILLAGE agrees that acquisition of the subject property is necessary and convenient for open space public use, subject to the restrictions set forth in Paragraph 2 above and in Exhibit B.

5. This AGREEMENT does not relieve the VILLAGE from obtaining any necessary federal, state, or local permit(s) required for any flood hazard mitigation improvement(s) or other permitted improvement(s) to or on the subject property.

6. This AGREEMENT may only be modified, supplemented, or amended by mutual agreement, in writing, by the parties hereto.

IN WITNESS WHEREOF the parties, by their duly authorized officers, have executed this AGREEMENT, effective the date approved and executed by the Chairman of the SMC.

VILLAGE OF GURNEE	LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
_____	_____
Mayor	Chairman
Date: _____	Date: _____
ATTEST:	ATTEST:
_____	_____
Secretary	Secretary

EXHIBIT A
LEGAL DESCRIPTIONS

PROPERTY A: [redacted]

PROPERTY B: [redacted]

[redacted]

PROPERTY C: [redacted]

[redacted]

[redacted]

EXHIBIT B
RESTRICTIVE COVENANTS

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

PIN(S): [redacted]

In reference to the property in ATTACHMENT A ("Property") conveyed by the Deed between the Property Owners participating in the state assisted acquisition project IDNR-OWR ("the Grantor") and the Lake County Stormwater Management Commission, ("the Grantee"), its successors and assigns:

WHEREAS, the IDNR-OWR Flood Mitigation program provides a process for a local governments to apply for state funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the properties are located in the Village of Gurnee, and the Village of Gurnee participates in the National Flood Insurance Program (NFIP) and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, acting by and through the Lake County Stormwater Management Commission Board, has applied for and been awarded state funds pursuant to an agreement with the STATE dated September 26, 2019, and herein incorporated by reference, making it a Flood Mitigation program grantee;

WHEREAS, the terms of the Flood Mitigation program statutory authorities and the State-local Agreement require that the COMMISSION agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

Subject to zoning and building laws and ordinances, easements, agreements, reservations, covenants and restrictions of record, any statement of facts an accurate survey might show, encroachments and variations from the record lines of hedges, retaining walls, sidewalks and fences and any prior preservation of minerals:

1. The property is dedicated in perpetuity for open space public use and purposes and that the VILLAGE will faithfully manage the property for its designated open space purpose and for public use.

2. The restrictive covenants will not allow the VILLAGE to erect or permit to be erected any structures or other improvements on the property unless such structures and

improvements are pre-approved in writing by the DEPARTMENT to assure they will not be subject to flood damage.

3. The VILLAGE agrees that it will not convey the property or any interest therein without the express written approval and consent of the Director of the DEPARTMENT. The DEPARTMENT will only consider conveyance of the property by the VILLAGE to another unit of government for open space public use and purposes. Any such unit of government must be willing to accept the restrictive covenants running with the property. Any conveyance document from the VILLAGE to another unit of government must be approved by the DEPARTMENT before it is executed by the VILLAGE or accepted by the unit of local government.

4. The DEPARTMENT will reserve all present rights and any future rights which may occur to enforce the restrictive covenants or agreements both at law and in equity. The VILLAGE agrees that any breach or threatened breach of the covenants and conditions may be enjoined upon the application by the DEPARTMENT. In addition, the Director of the DEPARTMENT will have the option to reclaim the property if the VILLAGE fails to remove or correct any violation of the covenants or conditions within thirty (30) days after the mailing of written notice thereof by said Director to the VILLAGE.

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
PIN(S):

[redacted]

Dated this _____ day of _____ , _____

_____ Executive Director

Michael Warner (Signature) Title (Print/Type)
Lake County Stormwater Management Commission

STATE OF ILLINOIS, COUNTY OF _____ SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael Warner, personally known to me to be the Executive Director of the Lake County Stormwater Management Commission, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument, pursuant to the authority given by the Lake County Stormwater Management Commission Board of Commissioners, as their free and voluntary act, for the uses and purposes therein set forth.

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

_____
Notary Public

My commission expires on _____, _____