

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF GURNEE
FOR THE TRANSFER OF REAL PROPERTIES
SOUTH OF GRAND AVENUE (STATE ROUTE 132)**

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 GURNEE, an Illinois Municipal Corporation, acting by and through its Mayor and Village 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 Illinois Department of Transportation (hereinafter STATE) has jurisdictional authority over STATE ROUTE 132, which is referred to as Grand Avenue (hereinafter GRAND AVE); and,

WHEREAS, the COUNTY obtained an area of real property located south of GRAND AVE and east of and adjacent to the Canadian Pacific Railway tracks in 1959; and,

WHEREAS, the COUNTY also obtained an area of real property located south of GRAND AVE and east of North 1st Street in October 1960; and,

WHEREAS, said aforementioned real properties have been determined by the COUNTY’s County Engineer (hereinafter COUNTY ENGINEER) to be unnecessary for current or future transportation improvements (hereinafter EXCESS PROPERTY AREAS); and,

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

WHEREAS, said EXCESS PROPERTY AREAS are as described in the legal descriptions of the properties, which are attached to THIS AGREEMENT as Exhibit B and are hereby made a part hereof; and,

WHEREAS, the VILLAGE desires to acquire said EXCESS PROPERTY AREAS from the COUNTY for public use purposes; and,

WHEREAS, the COUNTY desires to dispose of said pieces of EXCESS PROPERTY AREAS and to transfer said properties 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 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 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:
EXCESS PROPERTY AREAS

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 AREAS.

2. The COUNTY agrees to transfer said EXCESS PROPERTY AREAS 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 AREAS, as described on Exhibit B, without reimbursement from the VILLAGE at this time. However, conveyance of the EXCESS PROPERTY AREAS 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 AREAS in the future, the VILLAGE shall make a written request to the COUNTY ENGINEER regarding the proposed lease or sale of the EXCESS PROPERTY AREAS 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 AREAS 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 AREAS 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, nor is constituting the VILLAGE (including its elected officials, duly appointed officials, officers, employees and agents) to be construed to be 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 GURNEE

By: _____
Mayor

Date: _____

RECOMMENDED FOR EXECUTION

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

ATTEST:

Clerk
Lake County

COUNTY OF LAKE

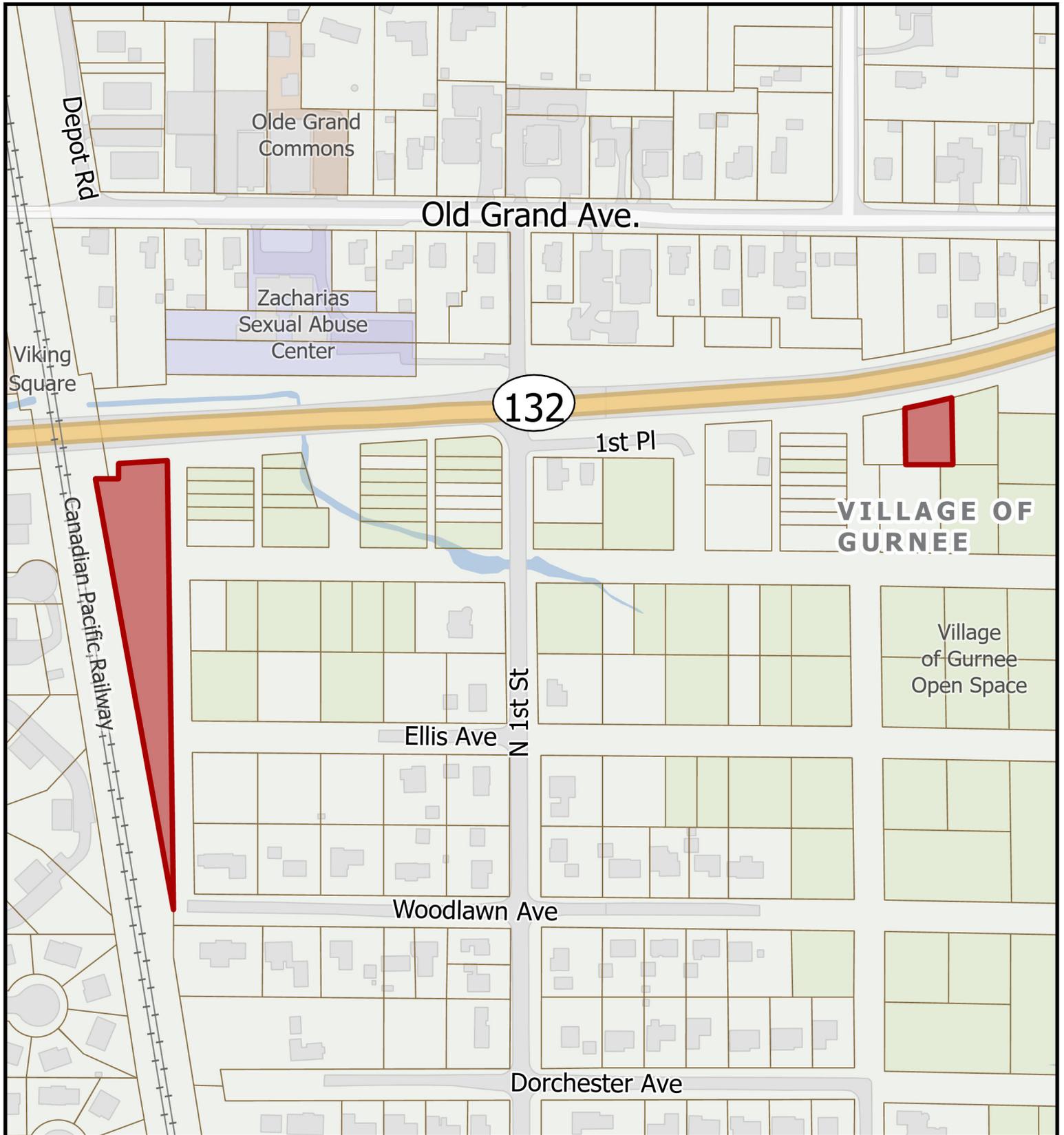
By: _____
Chair, Lake County Board

Date: _____

EXHIBIT A

General Depiction

Exhibit A - General Depiction



 Excess Property Areas



EXHIBIT B

EXCESS PROPERTY AREAS – Legal Descriptions

Exhibit B – EXCESS PROPERTY AREAS – Legal Descriptions

Parcel 1 – Pin 07-23-200-071

All that part of the Northwest Quarter of the Northeast Quarter of Section 23, Township 45 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, lying easterly of the east right-of-way line of the Canadian Pacific Railway (formerly Chicago, Milwaukee, St. Paul and Pacific Railroad) and Southerly of the south right-of-way line of Grand Avenue, also being the southerly line of Tract 7 and Tract 8 as shown on the Plat of Survey of State Aid Route 6 recorded as Document No. 1037857.

Parcel 2 – Pin 07-24-100-014

That part of the property described as “Commencing at a point 80 feet east of the northwest corner of the northwest quarter of Section 24, Township 45 North, Range 11 East of the Third Principal Meridian; thence South 462.5 feet; thence East 90 feet; thence North 462.5 feet; thence West 90 feet to the point of beginning in the County of Lake, State of Illinois”, described as follows: Commencing at the southwest corner of the above described property, thence East 90 feet; thence North 127.7 feet to the southerly line of Tract 2 in plat of survey of State Aid Route 6 through the southwest quarter of Section 13 and the northwest quarter of said section 24, all in the aforesaid Township, Range, County and State; thence Southwesterly 91.5 feet, more or less, along said southerly line of Tract 2, being a curved line having a radius of 2,172.26 feet and concave northwesterly, to the west line of the above described property; thence South 107.4 feet to the point of beginning.