

3763682

**INTERGOVERNMENTAL AGREEMENT
BY AND AMONG
THE COUNTY OF LAKE
THE LAKE COUNTY FOREST PRESERVE DISTRICT,
THE VILLAGE OF LINDENHURST,
THE LINDENHURST SANITARY DISTRICT,
AND
WESTFIELD HOMES OF ILLINOIS, INC.**

575267 and 575271
3763682

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ON BEHALF OF THEIR RESPECTIVE CLIENTS:

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B. Fourth Lake Parcel	29
C. Prohibited Uses	29
Section 6. Cooperation in Development of Joint Use Parking Lots	29
Section 7. Dedication, Construction, Use, and Maintenance of Trails; Costs	30
A. Future Trail Obligations	30
1. Village and County Duty to Impose	30
2. Exception	31
B. Design and Construction	31
C. Trail Connections	32
D. Trail Maintenance	33
E. Costs	34
1. Regional Recreational Trail	34
2. East-West Trail Connection	36
F. Right To Cross	36
1. Village Crossing	36
2. Forest Preserve District Crossing	36
Section 8. Relocation of U.S. Route 45	37
Section 9. Facilities Planning Areas Boundaries	37
A. Expansion of Lindenhurst FPA	37
B. Lake Villa Agreement	37
C. General Boundary Agreement	38
1. Lindenhurst Service Area Boundary	38
2. County Service Area Boundary	38
3. Non-Interference	38
D. Sewerage System Construction and Expansion	39
Section 10. Notices	40
Section 11. Exhibits	42
Section 12. Defense of Agreement	43
Section 13. No Waiver	43
Section 14. Enforcement	44
Section 15. No Third Party Beneficiaries	44
Section 16. Authority to Execute	44
Section 17. Term and Termination	44
A. Effective Date, Term, and Binding Effect	44

attached to this Agreement pursuant to Subsection 4.B of this Agreement (the "Fourth Lake Parcel"); and

WHEREAS, the County, the Forest Preserve District, and the Village believe that their mutual best interests, and the best interests of the existing and future residents of the County, the Forest Preserve District, and the Village will be served by the Village donating, or causing to be donated, to the Forest Preserve District the Fourth Lake Parcel, which donation will promote and increase preservation opportunities for the residents of the County, the Forest Preserve District and the Village; and

WHEREAS, pursuant to the Local Government Property Transfer Act, 50 ILCS 605/.01 et seq., a local government may convey a parcel of property to another local government provided that the latter has passed an ordinance declaring that it is necessary or convenient for it to use, occupy, or improve the property for a public purpose and the former has passed a resolution authorizing the conveyance; and

WHEREAS, the County, the Forest Preserve District, and the Village have worked cooperatively to determine the best route for the planned relocation of U.S. Route 45 as it passes near and through the Village and properties owned by the Forest Preserve District and now wish to formally agree to use their mutual best efforts to support the relocation of U.S. Route 45 to a route, as generally depicted on Exhibit A, running adjacent with the eastern border of the Heritage Trail Subdivision and taking as little of the Forest Preserve District's McDonald Woods Forest Preserve as is reasonably feasible (the "Relocated Route 45 Alignment"); and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance, and units of local

the Regional Recreational Trail and the Future Recreational Trails and further agrees to require (i) such easements to be shown on every Final Plat and on every plat approved by the Village for any Future Development Property and (ii) all rights-of-way, access easements, and public utility easements shown on any such plat to be subject to such easements. The Village hereby agrees that the provisions of this Paragraph 7.F.2 shall constitute and stand in place of all Village permits required by or useful to the Forest Preserve District to cross Village utility facilities, roads, paths and other public ways for the purpose herein stated, and the Village hereby agrees to execute any and all additional documents, approvals, waivers or consents, if any, that may be necessary, and not prohibited by law, in order for the Forest Preserve District to secure or evidence any such crossing rights.

Section 8. Relocation of U.S. Route 45.

The County, the Forest Preserve District, and the Village each agrees that it shall not object to or oppose, nor support any effort to object to or oppose, the relocation of U.S. Route 45 to the Relocated Route 45 Alignment; that it shall take all reasonable measures to evidence and announce its support for, and to encourage, the relocation of Route 45 to the Relocated Route 45 Alignment; and that it shall object to and oppose the relocation of Route 45 to any location other than the Relocated Route 45 Alignment.

Section 9. Facilities Planning Areas Boundaries.

A. **Expansion of Lindenhurst FPA.** As soon as reasonably feasible following the effective date of this Agreement, the County shall file, and the Sanitary District shall join as a co-applicant in, an application to NIPC and the IEPA to expand the Lindenhurst FPA by transferring the FPA Expansion Parcels from the County FPA to the Lindenhurst Expanded FPA.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals
as of the day and year first written above.

COUNTY OF LAKE

By: [Signature]
Chairman

ATTEST: William R. Hoffender
County Clerk

LAKE COUNTY FOREST PRESERVE
DISTRICT

By: [Signature]
President

ATTEST: Cassie M. Mabe
Secretary

VILLAGE OF LINDENHURST

By: Paul Baumgartner
President

ATTEST: Marcin E. Legouri
Village Clerk

LINDENHURST SANITARY DISTRICT

By: [Signature]

ATTEST: Eska Daway

WESTFIELD HOMES OF ILLINOIS, INC.

By: Brian Harris
Its: President

ATTEST:

By: Kevin J. Mordenti
Its: V.P. Finance

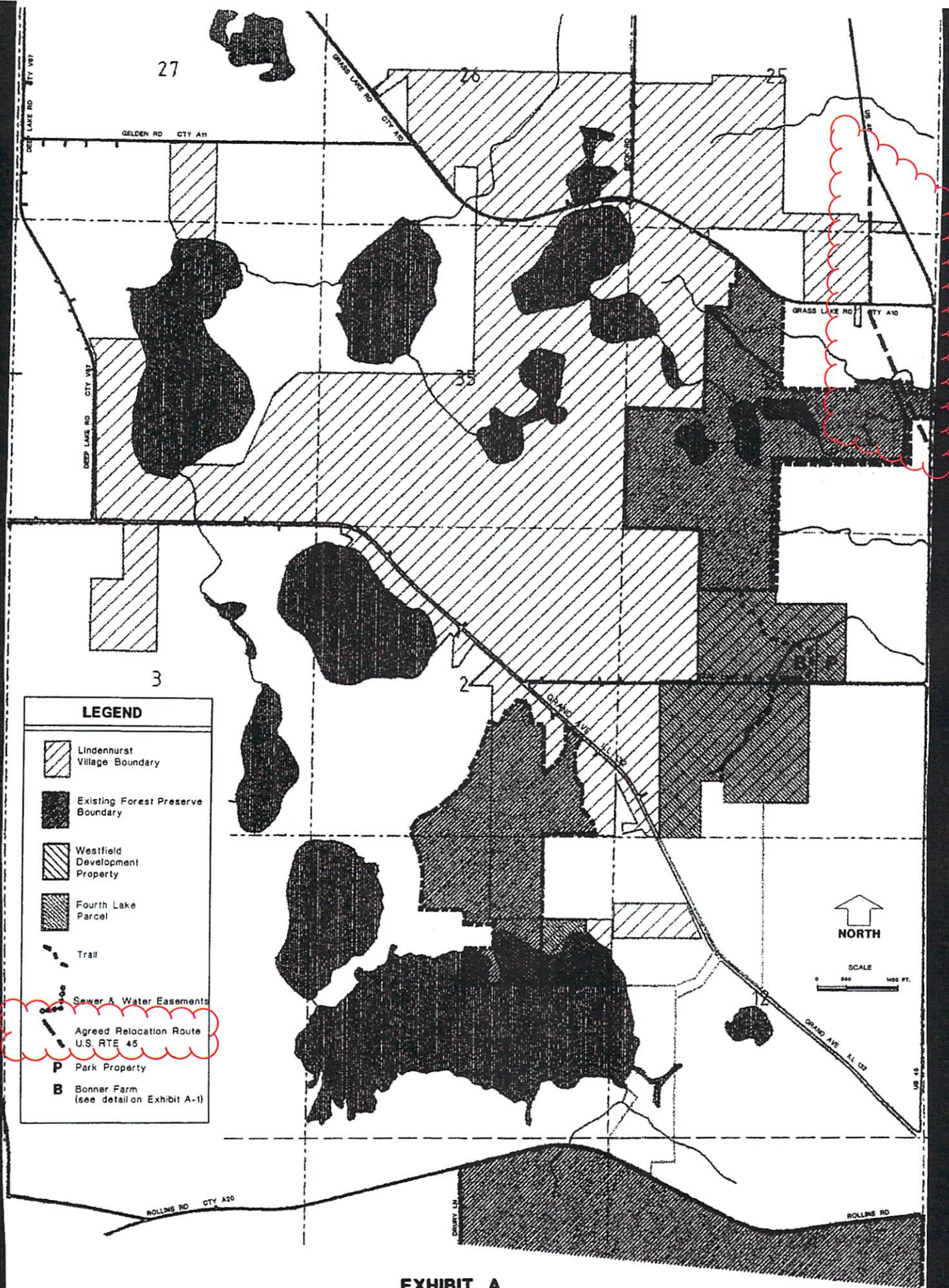


EXHIBIT A