

Item #6:

Res. Approving Extension Of Boundary Agreement With Kildeer

VILLAGE OF LONG GROVE

RESOLUTION NO. 2016-R-XX

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF THE FIRST AMENDMENT TO INTERGOVERNMENTAL
BOUNDARY AGREEMENT WITH THE VILLAGE OF KILDEER**

WHEREAS, the Illinois Constitution, Illinois Cooperation Act (5 ILCS 220/1 *et seq.*), 65 ILCS 5/11-12-9, and other applicable authority encourage intergovernmental cooperation and authorize municipalities to enter into jurisdictional boundary agreements; and

WHEREAS, the Village of Long Grove ("**Long Grove**") and the Village of Kildeer ("**Kildeer**") previously entered into an Intergovernmental Boundary Agreement dated August 13, 1997 ("**Original Agreement**"); and

WHEREAS, the Original Agreement was approved for an initial term of 20 years, which initial term will expire on August 13, 2017; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of Long Grove and its residents to extend the term of the Original Agreement; and

WHEREAS, in furtherance thereof, Long Grove and Kildeer desire to enter into a First Amendment to Intergovernmental Boundary Agreement ("**Amendment**") in substantially the form set forth as Exhibit A to this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE. Recitals. The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as findings of the President and Board of Trustees of the Village of Long Grove.

SECTION TWO. Approval and Execution. The Amendment by and between Long Grove and Kildeer in substantially the form attached to this Resolution as **Exhibit A** and in a final form acceptable to the Village Attorney, is hereby approved. The Village President and the Village Clerk are hereby authorized and directed to execute and attest the Amendment on behalf of Long Grove.

SECTION THREE. Recordation. The Village Clerk shall be, and is hereby, authorized and directed to record the Amendment on behalf of Long Grove upon receipt of a signed Amendment from Kildeer, and after its execution by the Village President and Village Clerk.

SECTION FOUR. Effective Date. This Resolution shall be in full force and effect upon its passage by the President and Board of Trustees of the Village of Long Grove in the manner required by law.

PASSED this ___th day of June, 2016.

AYES: () Trustees:

NAYS: ()

ABSENT: ()

APPROVED this ___th day of June, 2016.

Angela Underwood, Village President

ATTEST:

Heidi Locker- Scheer, Village Clerk

EXHIBIT A

AMENDMENT TO INTERGOVERNMENTAL BOUNDARY AGREEMENT

DRAFT

FIRST AMENDMENT TO INTERGOVERNMENTAL BOUNDARY AGREEMENT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL BOUNDARY AGREEMENT (the "FIRST AMENDMENT") is made and entered into this 26th day of, March 2016, by and between the Village of Kildeer, Lake County, Illinois ("KILDEER") and the Village of Long Grove, Lake County, Illinois ("LONG GROVE"). KILDEER and LONG GROVE are sometimes herein collectively referred to as the "PARTIES."

WITNESSETH

WHEREAS, KILDEER and LONG GROVE have, as an exercise of their respective powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), 65 ILCS 5/11-12-9, and other applicable authority, previously entered into an Intergovernmental Boundary Agreement, dated August 13, 1997 (the "ORIGINAL AGREEMENT"), a copy of said ORIGINAL AGREEMENT being attached hereto as **Exhibit A**; and

WHEREAS, KILDEER and LONG GROVE now desire to extend the ORIGINAL AGREEMENT through an amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

I. **INCORPORATION OF RECITALS**

The foregoing recitals are, by this reference, incorporated herein as substantive provisions of this Agreement.

II. **INTEGRATION OF AGREEMENT**

The provisions of this FIRST AMENDMENT shall be deemed by the PARTIES to be fully integrated into the ORIGINAL AGREEMENT. The ORIGINAL AGREEMENT shall remain in full force and effect except to the extent that it is expressly modified by the terms of this FIRST AMENDMENT. Should any provision of the ORIGINAL AGREEMENT conflict with any provision of this FIRST AMENDMENT, the provisions of this FIRST AMENDMENT shall control.

Terms capitalized in this FIRST AMENDMENT and not otherwise defined herein shall have

the meanings ascribed to those terms in the ORIGINAL AGREEMENT. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this FIRST AMENDMENT and, to the extent such terms are also defined terms in the ORIGINAL AGREEMENT, the definitions of those terms as herein provided shall be deemed to control the interpretation of those terms in the ORIGINAL AGREEMENT.

III. AMENDMENT OF SECTION II OF ORIGINAL AGREEMENT.

Section II of the ORIGINAL AGREEMENT is hereby amended as follows:

"II. Duration: This Agreement shall remain in full force and effect for ~~20 years from the effective date of this Agreement~~ until [June 24, 2036].

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

VILLAGE OF KILDEER

By: _____
Its: President

ATTEST:

Village Clerk

VILLAGE OF LONG GROVE

By: _____
Its: President

ATTEST:

Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nandia Black, President of the Village of Kildeer, and _____, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2016.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Angie Underwood, President of the Village of Long Grove, and Heidi Locker-Scheer, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2016.

Notary Public

EXHIBIT A

ORIGINAL AGREEMENT

**AN ORDINANCE
APPROVING EXECUTION OF AN AGREEMENT WITH THE
VILLAGE OF KILDEER**

97-O-12

WHEREAS, the Illinois Constitution and Intergovernmental Cooperation Act, as well as 65 ILCS 5/11-12-9, permit and encourage intergovernmental agreement;

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Long Grove, Lake County, Illinois, as follows:

SECTION I: The INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF KILDEER AND LONG GROVE GRANTING AN EASEMENT FOR INSTALLATION AND MAINTENANCE OF A SANITARY SEWER TRANSMISSION MAIN WITHIN THE VILLAGE OF LONG GROVE "AGREEMENT" attached hereto as Exhibit A between the Village of Long Grove and the Village of Kildeer is hereby accepted and approved.

SECTION II: The Village President is authorized and directed to sign the AGREEMENT and the Village Clerk is authorized and directed to attest to the signature.

SECTION III: This ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

Passed by the Corporate Authorities on July 22, 1997, on a roll call vote as follows:

AYES TRUSTEES BARRY, BURNS, MONROE, RODRIGUEZ, WITTSBERG

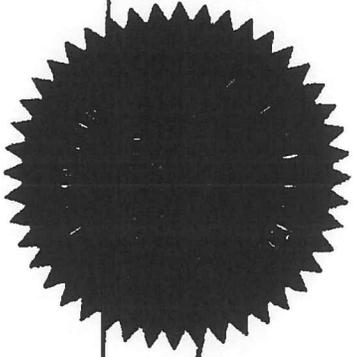
NAYS Ø

ABSENT TRUSTEE HOAK

Draft July 11, 1997

Approved by the Village President on July 22, 1997.

Lenore J. Simmons
Lenore J. Simmons
Village President



Mike Beck

Mike Beck
Village Clerk

Published in pamphlet form by authority of the Board of Trustees on July 22, ~~August~~, 1997.

Mike Beck
Mike Beck
Village Clerk

Draft July 11, 1997

**EXHIBIT A
AGREEMENT**

1ksao359

97-O-12

SEP 2 4 1997

VILLAGE OF LONG GROVE

4005974

Filed for Record in:
LAKE COUNTY, IL
MARY ELLEN VANDERVENTER - RECORDER
On Aug 14 1997
At 9:08am
Receipt #: 66701
Doc/Type : AGR
Deputy - Cashier #1

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGES OF KILDEER
AND LONG GROVE
GRANTING AN EASEMENT FOR
INSTALLATION AND MAINTENANCE OF
A SANITARY SEWER TRANSMISSION MAIN
WITHIN THE VILLAGE OF LONG GROVE

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2004

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGES OF KILDEER
AND LONG GROVE
GRANTING AN EASEMENT FOR
INSTALLATION AND MAINTENANCE OF
A SANITARY SEWER TRANSMISSION MAIN
WITHIN THE VILLAGE OF LONG GROVE**

THIS AGREEMENT, made and entered into this 13th day of August, 1997,
by and between the VILLAGE OF KILDEER, an Illinois municipal corporation, ("Kildeer")
and the VILLAGE OF LONG GROVE, an Illinois municipal corporation, ("Long Grove"),

WITNESSETH:

WHEREAS, Kildeer is constructing a sanitary sewage transmission main from
its sewage collection system which presently serves Kildeer Glen and Prestonfield
subdivisions to the County of Lake's 24" sewer interceptor, which is located west of
Fremont Way and Route 53 within Long Grove, a portion of which sewage
transmission main, and related structures and appurtenances, will lie within the
municipal limits of Long Grove, principally within the Long Grove Road and Route 53
right-of-way; and

WHEREAS, Long Grove Road is within the jurisdiction of Long Grove and Route
53 is within the jurisdiction of the Illinois Department of Transportation ("IDOT"); and

WHEREAS, Long Grove and Kildeer desire to establish terms and conditions for

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the construction and maintenance of said portion of the sewage transmission main, in an effort to ensure the health and safety of Long Grove residents affected by the project and to protect the Long Grove Road environment from adverse impact from the project;

WHEREAS, Kildeer desires to construct a force main from Kildeer Glen along Long Grove Road to a point which is approximately 500 feet east of Old Hicks Road and from that point to construct a not less than 18-inch gravity sewer to the County of Lake's 24-inch interceptor sewer at Fremont Way and Route 53;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter set forth, and in the exercise of their respective powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and other applicable authority, Kildeer and Long Grove hereby agree as follows:

1. Recitals. The foregoing recitals are by this reference incorporated herein as substantive provisions of this Agreement.
2. Grant of Easement. Long Grove hereby grants to Kildeer a perpetual easement 10 feet in width, 5 feet on either side of the centerline¹ of the east bound lane of Long Grove Road and appurtenances described herein and legally described on Exhibit A, attached hereto and incorporated by reference herein (the

¹THE CENTERLINE OF THE EASEMENT IS TO RUN ALONG THE CENTER OF THE EASTBOUND LANE OF LONG GROVE ROAD FROM THE KILDEER MUNICIPAL LIMITS TO ROUTE 53.

"Property"), and a temporary construction easement over the existing paved portion of the Long Grove Road right-of-way and that portion of the right-of-way 5 feet south of the edge of pavement within Long Grove, to construct and maintain (said activities hereinafter collectively referred to as "installation") a subsurface sanitary sewer force main, together with attachments, equipment, structures, and appurtenances thereto as reasonably necessary (said force main, attachments, equipment, structures, and appurtenances hereinafter collectively referred to as the "Pipeline"), as depicted on Exhibit B.

- a. The duration of the temporary construction easement for initial construction shall begin 5 days prior to the commencement of construction, and continue through construction and restoration, until the guarantee period set forth in Subsection 3(z) expires.
- b. The duration of the temporary construction easement for subsequent maintenance or repairs shall begin 5 days prior to the commencement of construction and continue through construction and any required restoration; provided that any such maintenance or repairs shall be done with reasonable diligence.
- c. The temporary construction easement shall also permit Kildeer to go upon other portions of the right-of-way when necessary to replace culverts or restore any inadvertently damaged shoulders.

3. Terms and Conditions of Construction. Kildeer agrees that the installation of the Pipeline, and any subsequent modifications or repair of the Pipeline, shall

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be undertaken in accordance with the following terms and conditions:

- a. **General Standard.** The final engineering plans and specifications shall be furnished to the Long Grove Village Engineer and shall be reviewed and approved by the IEPA. ("Approved Plans") The Village of Long Grove shall review and approve final specifications for the restoration of Long Grove Road and the right-of-way. All work shall be performed in a good and workmanlike manner, and with due care and so as not to interfere with, damage, or harm the Property or any adjacent property owned by or under the jurisdiction of Long Grove. The Pipeline shall be installed in accordance with the Approved Plans.
- b. **Engineering Plans and Specifications.** The Approved Plans shall be designed to minimize disruption of the Long Grove Road right-of-way, minimize traffic disruption, minimize disruption to vegetation in the vicinity, and to provide the minimum impact possible upon Long Grove and its citizens.
- c. **Design Standard/Reservation.** Kildeer shall reserve 900 PE capacity for Long Grove in the not less than 18-inch gravity sewer, but shall not be required to reserve in excess of 900 P.E. Kildeer shall size the sewer, pump, impeller, and associated equipment and apparatus sufficiently to accommodate the 900 PE reserved for Long Grove. All costs associated with Long Grove's physical connection to the gravity sewer shall be borne by Long Grove. In addition, Long Grove must reimburse Kildeer for its actual reasonable costs of inspection associated with any such connection by Long Grove, and obtain a permit from Kildeer prior to any such connection, and such permit shall not be unreasonably withheld or delayed.
- d. **Route 53.** Construction along Route 53 shall be within 10 feet of the edge of the pavement surface to minimize any disruption of the mature vegetation as reflected in the letter from IDOT dated November 3, 1995, attached hereto as Exhibit C. All construction along Route 53 shall be in compliance with the standards and direction of the State of Illinois and IDOT.
- e. **Type of Pipeline.** The Pipeline installed in the Long Grove Road right-of-way shall be a force main in accordance with the standards set forth on Exhibit D. Kildeer shall connect the force main into a not less than 18-inch gravity sewer to be installed by it from approximately Old Hicks Road to Fremont Way.

- f. **Storage of Pipe.** Pipe materials shall not be stored on the Property or the construction easement (hereafter referred to collectively as "construction area") for more than 8 hours in any day. Unused pipe materials shall be removed from the construction area at the end of each work day.
- g. **Staging Area.** No staging area shall be located inside Long Grove's boundaries.
- h. **Construction Traffic.** All construction vehicles and vehicles carrying materials or equipment to or from the Property during the initial installation or any subsequent repair of the Pipeline shall travel via Route 53 or Long Grove Road.
- i. **Traffic Management.** Kildeer shall provide all required traffic management and control devices, equipment, and personnel required for proper and safe installation of the Pipeline in accordance with Standard Specifications for Road and Bridge Construction, January 1, 1997, and all subsequent amendments, Illinois Department of Transportation (Section 700), and all other applicable federal and state laws, rules, and regulations. Kildeer shall provide to Long Grove, no fewer than 14 days before commencement of the initial installation, and no fewer than 7 days before commencement of any major subsequent repair of the Pipeline, a plan for management of traffic during installation or repair within the Long Grove Road right-of-way. For minor repairs or emergency repairs, Kildeer shall give notice as is reasonably practicable to Long Grove, prior to the commencement of such repairs. Kildeer shall cause at least one lane of traffic to be maintained on Long Grove Road within Long Grove at all times for use by neighboring residents and emergency vehicles, except for temporary interruptions caused during mobile operations discussed in Section 3 (H)-1. Kildeer also shall cause temporary access to be maintained to each residence currently having access from Long Grove Road within Long Grove, and shall not obstruct such access at any time, except for a period of time not exceeding 24 hours for installation of the Pipeline at the point of such access. Both lanes of Long Grove Road within Long Grove shall be open to traffic at the end of each day; provided that up to 1,000 feet of one lane may remain closed at any given time. At all times when a portion of the Long Grove Road lane is so closed, the construction area shall be protected by portable temporary traffic lights or other suitable warning devices to regulate traffic and limit traffic on the available open lane to one direction at a time. Kildeer give prior notice to local residents within Long Grove at those locations where the lane is temporarily closed.

- j. Working Hours. Working hours shall be limited to 7:00 a.m. to 7:00 p.m. Monday through Saturday (excluding Sunday and holidays). Equipment shall not be operated at any other times without the permission of Long Grove except in the event of emergency.
- k. Removal of Spoil. Excavated materials shall be promptly removed from the construction area.
- l. Mobile Operations. The contractor shall maintain complete mobility in his installation and restoration operations. No materials shall be distributed along the route of construction for more than 8 hours in any day. All materials, pipe, fittings, stone aggregate, trench backfill, precast structures, bituminous patching materials, etc., shall be brought as needed to complete each day's work operations. Excavated materials shall be promptly loaded and hauled from the construction site daily. The construction location shall be confined to a minimal area and the length of the trench opened shall be limited to 75 feet. Temporary restoration work shall proceed promptly behind the pipelaying operation. The work area shall be cleaned after each day's work. Previously disturbed areas of Long Grove Road shall be open to two lane traffic at the end of each day. Only the excavating machine shall be allowed to remain overnight at the immediate construction site.
- m. Parking. All parking of workers' automobiles within Long Grove shall be located only at a pre-determined parking area mutually acceptable to Long Grove and Kildeer.
- n. Drainage; Erosion Control. Roadway ditches shall be maintained and unobstructed during construction. Adequate provisions for erosion control shall be made along the construction route and drainage and erosion control measures shall be incorporated in the Approved Plans.
- o. School Bus and Mail Service. Kildeer shall provide for the coordination of school bus service along Long Grove Road in Long Grove in a manner satisfactory to the applicable school district. Mail service shall be maintained to all residents along Long Grove Road in Long Grove.
- p. Vegetation. Prior to commencement of construction, Kildeer shall provide to Long Grove a current videotape depicting the existing vegetation along the Long Grove Road right-of-way within Long Grove. Since construction operations are confined to the construction area, damage to or trimming of vegetation should be minimal. Tree cutting and trimming shall be limited to those trees specifically identified in the



Approved Plans or as reasonably necessary for construction in the construction area as reviewed and approved by Long Grove's observer. Replacement of trees and bushes removed or destroyed shall be on a one-to-one basis, with like-kind species, or other native species, approved by Long Grove. The right-of-way immediately after completion of initial construction or subsequent repairs shall be restored to a condition as good or better than existed prior to the construction or repair including, but not limited to, roadbed, road surface, and landscape restoration.

- q. Contract Provisions. Kildeer shall include, in every contract for installation work in the Long Grove right-of-way, terms binding on the contractor for protection of existing trees. Such terms shall provide that all required trimming of overhanging branches and necessary removal of trees shall be accomplished under Long Grove's supervision, as reviewed and approved by Long Grove's observer. Kildeer at all times and under all circumstances shall cause its contractors to position and operate all construction equipment to avoid unnecessary trimming of or damage to trees.
- r. Compliance with OSHA Regulations. All work performed shall conform to all applicable OSHA regulations.
- s. Length of Excavation. Not more than 75 feet shall be excavated and open at one time, except for bona fide emergencies.
- t. Barricades. All open excavations shall be protected with lighted barricades at the end of each work day. Barricades, warning signs, and lights shall be erected and maintained throughout the construction zone, in accordance with IDOT standards.
- u. Signage. All signage and traffic control devices shall conform with IDOT standards.
- v. Cleaning. The existing pavement shall be kept reasonably clean of mud, and shall be cleaned of mud at the end of each work day.
- w. Debris, Litter, and Construction Materials. All debris and construction materials shall be cleared from existing pavement at the end of each work day. Suitable waste disposal containers shall be properly maintained at the construction site.
- x. Culverts. All culverts across public roads which are removed during

construction shall be replaced in their entirety with reinforced concrete pipe, ASTM C-76, Class IV, and shall include precast reinforced concrete end sections. All other culverts across private property which must be replaced shall be replaced with like-kind culverts of equal or better quality.

- y. **Roadway Restoration.** For the initial construction or any subsequent repair, the following standards shall govern and apply:
- i. Trench backfill shall be FA-6 granular material limited to sand, compacted by water jetting, from one foot above the pipe to immediately below the reconstructed road bed.
 - ii. Deteriorated pavement at trench edges shall be sawcut and removed.
 - iii. A minimum of 6 inches of stabilized base course (BAM) shall be placed in the top of the trench, flush with the surface of the existing pavement. Placement of the BAM shall keep pace with the pipe-laying operation so that no more than a 1,750 feet gap is maintained at all times.
 - iv. Upon completion of the Pipeline within Long Grove, as soon as practicable, Long Grove Road (within the limits of Long Grove) shall be overlaid over its entire width with reflective crack control treatment (petromat), and a 2-inch asphalt surface course; provided that a 6-inch BAM bituminous base shall be installed in excavated areas beneath the overlay.
 - v. The centerline of Long Grove Road within Long Grove shall be marked with IDOT thermoplastic double yellow markings.
 - vi. Upon completion of any subsequent repair within the Long Grove portion of Long Grove Road, all deteriorated pavement shall be sawcut and removed, and replaced with bituminous binder to a depth of at least 4 inches (but in no case less than 2 inches thicker than the existing adjacent asphalt) and a 2-inch asphalt surface course.
 - vii. At all intersections with other streets along Long Grove Road within Long Grove repaving must be done with butt joints.
- z. **Guarantee.** Kildeer shall promptly repair, at its expense, any surface or

base failure in Long Grove Road within Long Grove for a period of three years after initial construction of the Pipeline is completed, resulting from defective design, construction, workmanship, or materials of the Pipeline or the reconstructed road.

- aa. Repaving After Subsequent Repairs. All roadway removed or damaged during subsequent repairs of the Pipeline shall be repaved with bituminous binder, and surface courses, both of which shall extend across the entire pavement width of Long Grove Road, unless waived by the Long Grove Village Engineer, which waiver shall not be unreasonably withheld.
- bb. General Restoration and Inspection Standard. After each installation of the Pipeline within the Long Grove Road right-of-way in Long Grove, Kildeer shall promptly restore the Property to a condition as good as or better than existing before said construction, including replacing and grading any topsoil removed during installation. Long Grove shall have the right to have one resident observer on the job site during working hours to inspect all construction and restoration work within the Long Grove Road right-of-way in Long Grove. The actual costs for such observation work shall be repaid by Kildeer in an amount not to exceed \$55.00 per hour of such resident inspector's time, or such higher rate, as is in effect for the Village Engineer for services of this type, but such rate shall not unreasonably increase over \$55.00 per hour as set forth in this Agreement, but not to exceed 4 hours per day and only on days construction activity occurs. Kildeer's contractor shall be required by Kildeer to advise the observer so that the observer is apprized of those days construction activity will occur.
- cc. Driveway Restoration. Driveways shall be restored with like materials. All pavements to be restored shall be finished to straight saw-cut lines.
- dd. Seeding. Any roadway shoulder and ditch restoration within the construction area shall include placement of not less than four inches of black topsoil and a prairie flower seed mix approved by Long Grove with a cover crop of oats, as set forth on Exhibit E.
- ee. Notice Before Final Inspection. Kildeer shall notify Long Grove at least 5 days in advance of any final inspection by Kildeer of construction work within the Long Grove Road right-of-way in Long Grove by the general contractor. Long Grove may attend any such final inspection, and for a five day period thereafter, provide comments to Kildeer regarding all work undertaken by such general contractor. Kildeer shall incorporate,

in its final punch list for the general contractor, those items identified by Long Grove that are required to be completed pursuant to the applicable contract. Both parties shall exercise good faith to prepare a reasonable and complete punch list for the general contractor, which must be substantially completed prior to final payment to the general contractor. Notwithstanding the foregoing, this Section shall not preclude Long Grove after the 5 day period from bringing defects to the attention of Kildeer during the three year guarantee period.

ff. Contract Terms: Remedies. Kildeer shall include, in every contract and the plans therefor for installation and any subsequent repair or maintenance work in the Long Grove Road right-of-way in Long Grove, terms binding on the contractor, requiring compliance with the engineering/construction terms of this Easement Agreement, and specific remedies against the contractor in the event of a breach or default by the contractor of such terms. Kildeer also shall include in each such contract terms requiring that, once construction operations begin in the Long Grove Road right-of-way in Long Grove, the contractor shall continuously prosecute all work within the Long Grove Road right-of-way in Long Grove to its completion. Kildeer also shall include in each such contract terms requiring that, in the event the contractor fails to perform the work in a timely fashion, Kildeer shall have the option, upon written notice to the contractor, to proceed to prosecute such work as may be deemed necessary by Kildeer and deduct the cost therefor from the compensation due to the contractor under such contract. Kildeer shall provide to Long Grove one copy of each such contract, and any such notice.

gg. Communications. Kildeer shall keep Long Grove, the Lake County Sheriff's Office, and relevant fire districts informed of the status of the installation of the Pipeline within the Long Grove Road right-of-way in Long Grove on a regular basis, and shall, upon Long Grove's request, meet with Long Grove officials at mutually convenient times. All required notices and communications shall be in writing to the Long Grove Village Manager. Long Grove shall be given sufficient prior notice of any preconstruction or construction meetings so that a Long Grove representative may attend any and all such meetings.

4. Professional Expenses. Kildeer shall reimburse Long Grove for all professional expenses, which are reasonably necessary and which are incurred during the actual construction activities or any subsequent repairs, in accordance with generally applicable ordinances in effect from time to time within the Village of Long Grove. For example, during initial installation, the Village Engineer may have to inspect or review matters outside of the domain of the resident

observer. Kildeer shall be responsible for these expenses, in accordance with the normal Long Grove municipal fee schedule of the professional so utilized.

5. Permits, Licenses, and Approvals. A Long Grove permit shall be required for the initial construction in the Long Grove Road right-of-way in Long Grove, and for any subsequent repair that involves construction or excavation. No fee shall be required for any such permit. The Approved Plans and a schedule of construction shall be submitted at the time of permit application. The issuance of permits shall not be unreasonably withheld or delayed.

6. Plans and Specifications. Kildeer agrees to construct the Pipeline in substantial accordance with the Approved Plans. Kildeer shall provide Long Grove with a copy of the "as-built" drawings relating thereto promptly after such drawings are available to Kildeer. Kildeer shall immediately notify Long Grove's designated field representative, Village Engineer Bleck Engineering Company, through the Village Manager, of any material change to the Approved Plans necessitated by field conditions or otherwise. No material changes to the Approved Plans shall be permitted without the consent of Long Grove's designated field representative, which consent shall not be unreasonably withheld or delayed. For the purpose of this Section, material changes shall include any changes in alignment of the force main or the construction of any additional structures not specified on the Approved Plans.

7. Indemnification. Kildeer undertakes and agrees to indemnify, and hold harmless Long Grove for and against any and all damages, claims, demands, actions, causes of action, judgments, losses, or liabilities arising out of the installation, construction, operation, maintenance, or repair of the Pipeline, or otherwise relating to this Agreement. As to any such claim, Long Grove shall not offer or enter into a settlement of any claim, demand, action, cause of action, judgment, or liability without the prior express written approval of such settlement by Kildeer. In the event Long Grove shall be named as a defendant in any litigation filed, and in the event such litigation and its potential exposure to Long Grove, and, therefore, the interests of Kildeer, shall be subject to the provisions of this Indemnification provision, Kildeer and Long Grove shall mutually designate and retain counsel to defend and represent Long Grove in such litigation, at Kildeer's sole cost. Should it become necessary for the purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this agreement, for Long Grove to incur any expenses or be obligated to pay any attorney fees or court costs, Kildeer agrees to reimburse Long Grove for any such expenses, including reasonable attorney fees or costs, within forty-five (45) days after receipt of written notice from Long Grove of the incurring of such expenses, attorney fees, or costs. Kildeer may compromise any money

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damage claim, subject to the prior review and approval of the Village of Long Grove, which shall not be unreasonably withheld.

8. Connections within Long Grove Subarea. Kildeer has not agreed to and shall not allow any property within the Village of Long Grove sewer subarea², as that area is described in Exhibit F, attached hereto and incorporated by reference herein, or within the territorial limits of Long Grove as it exists from time to time, to be connected to the Pipeline without the prior written consent of Long Grove. If Kildeer violates the terms of this Section 8, then Kildeer shall pay all costs incurred by Long Grove in enforcing the terms of this Section 8. The parties understand and agree that the terms of this Section shall be subject to an action for equitable relief, since monetary damages would not be adequate.
9. Consideration. In consideration of the rights granted herein, Kildeer shall pay Long Grove \$207,000; 1/2 to be paid at time of execution of this Agreement and the other 1/2 to be paid prior to the commencement of construction within the easement within Long Grove.
10. Letter of Credit. During the initial construction until the project is accepted by Kildeer, or for one year, whichever period is longer, Kildeer shall post with Long Grove a letter of credit in the form set forth on Exhibit G in the amount of \$100,000.00 as security for the performance by Kildeer of all of its obligations under this Agreement.
11. Rights and Remedies. This Easement Agreement may be enforced by either party by an action at law or in equity, and the parties agree that this Easement Agreement may be enforced by injunctive relief, as an action for damages alone shall not provide adequate relief for the breach thereof.
12. Prior Notice. Kildeer shall give Long Grove 14 days' prior written notice before initial installation, or any subsequent repair, except in the case of a bona fide emergency. In the case of a bona fide emergency, Kildeer shall give such notice as is reasonably possible.
13. Recordation. Long Grove shall cause this Agreement to be recorded with the Recorder of Deeds for Lake County, Illinois.
14. Modifications or Amendments. No modification, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless

²This paragraph shall not apply to Kildeer Glen Subdivision, which is located in Kildeer, nor to the west 900 feet of PIN 14-14-400-001. Both parcels are cross-hatched on Exhibit F.

reduced to writing and approved and executed by both parties hereto.

15. **Binding Effect.** All rights, interests, privileges, and benefits herein granted and conveyed and all burdens hereby imposed and shall be binding upon and inure to the benefit of the parties hereto, and their respective grantees, successors, assigns, and legal representatives.
16. **Attorneys' Fees.** In the event of litigation to enforce the terms of this Easement Agreement, the party who substantially prevails shall be entitled to an award of reasonable attorneys' fees against the other party.
17. **No Assignment.** Neither this Easement Agreement, nor the easement granted herein, shall be assigned by either party, unless approved by both parties.
18. **Ownership.** Kildeer shall own, maintain, and keep in good repair the Pipeline as well as the not less than 18-inch gravity sewer to be constructed between Old Hicks Road and Fremont Way and shall not convey the same to any other entity. Kildeer shall take no action which would jeopardize or delimit the 900 PE it has agreed to reserve in the sewer for Long Grove.
19. **Entire Agreement.** This Easement Agreement sets forth all of the agreements, conditions, and understandings between the parties hereto concerning the Property and there are no covenants, promises, agreements, conditions, or understandings heretofore made, either oral or written, between them other than as set forth herein, provided however that the boundary agreement between the parties, which is attached hereto as Exhibit H, is an integral portion of this Agreement and is hereby expressly incorporated herein.
20. **Waiver of right to contest.** The parties hereto shall not assert the invalidity or unenforceability of, or contest the validity or enforceability of, any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly authorized, executed, and delivered by their proper representatives as of the day, month, and year first written above.

DRAFT July 16, 1997

VILLAGE OF KILDEER

By: Barbara Schwedt
Village President

ATTEST:

Pam McSinty
Village Clerk

VILLAGE OF LONG GROVE

By: Lenore J. Simmons
Village President

ATTEST:

Wile Beck
Village Clerk

15

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

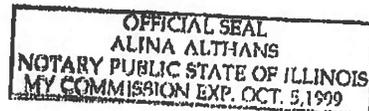
I, ALINA ALTHANS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lenore J. Simmons, personally known to me to be the Village President of the Village of Long Grove, an Illinois municipal corporation, and Mike Beck, personally known to me to be the Village Clerk of said Village, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act and as the free and voluntary act of said Village for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of August, 1997.

Alina Althans
Notary Public

My commission expires:

Oct. 5, 1999



4005974

DRAFT July 16, 1997

**EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT**

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LONG GROVE RD SANITARY SEWER EASEMENT

A 10.00 FOOT PERPETUAL EASEMENT FOR SANITARY SEWER PURPOSES OVER, UNDER AND ACROSS THE SOUTHEAST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 35, AND THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS. THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREES 30 MINUTES 29 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26 A DISTANCE OF 514.77 FEET; THENCE SOUTH 76 DEGREES 39 MINUTES 53 SECONDS 115.17 FEET TO THE NORTHEASTERLY LINE OF ILLINOIS ROUTE 53 AS DEPICTED AS PROPOSED RIGHT OF LINE PER DOCUMENT 3677902 RECORDED MAY 26, 1996 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 76 DEGREES 39 MINUTES 53 SECONDS WEST 449.23 FEET TO A POINT 5 FEET SOUTHERLY OF THE CENTERLINE OF EXISTING PAVEMENT OF LONG GROVE ROAD; THENCE CONTINUING ALONG A LINE 5 FEET SOUTHERLY OF SAID PAVEMENT CENTERLINE THE REMAINING 8 COURSES; THENCE CONTINUING SOUTH 76 DEGREES 39 MINUTES 53 SECONDS WEST 723.65 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTH, RADIUS 4635.87 FEET, CENTRAL ANGLE 06 DEGREES 15 MINUTES 53 SECONDS, 506.90 FEET; THENCE SOUTH 70 DEGREES 23 MINUTES 59 SECONDS WEST ALONG TANGENT 184.16 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE, CONCAVE TO THE NORTH, RADIUS 4420.47 FEET, CENTRAL ANGLE 04 DEGREES 45 MINUTES 33 SECONDS 367.18 FEET; THENCE SOUTH 75 DEGREES 09 MINUTES 32 SECONDS WEST ALONG TANGENT 310.87 FEET, THENCE WESTERLY ALONG A TANGENTIAL CURVE CONCAVE SOUTH, RADIUS 9816.24 FEET, CENTRAL ANGLE 01 DEGREES 40 MINUTES 38 SECONDS 287.35 FEET; THENCE SOUTH 73 DEGREES 28 MINUTES 54 SECONDS WEST 541.84 FEET; THENCE SOUTH 72 DEGREES 53 MINUTES 04 SECONDS WEST 310.79 FEET TO THE WESTERLY LINE OF KILDEER GLEN SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11 1988 AS DOCUMENT NO. 2663843, BEING ALSO THE WESTERLY LIMITS OF THE VILLAGE OF LONG GROVE, AND SAID CENTERLINE THERE TERMINATING.

THE SIDE LINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE AT THE AFOREMENTIONED NORTHEASTERLY LINE OF ILLINOIS ROUTE 53 AND WEST LINE OF KILDEER GLEN SUBDIVISION.

8550.050 SANITARY SEWER. LEGAL

4005974

DRAFT July 16, 1997

**EXHIBIT B
DRAWING OF SEWER LINE FROM KILDEER GLEN
TO FREMONT WAY**

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DRAFT July 16, 1997

**EXHIBIT C
IDOT 11/3/95 LETTER**

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Illinois Department of Transportation

Division of Highways/District 1
201 West Center Court/Schaumburg, Illinois 60196-1086

BUREAU OF DESIGN

Pending File No. 96-3261
Lake County Public Works
IL Route 53 from Long Grove Road to Robert Coffin Drive
Sanitary Sewer
Lake County

November 3, 1995

Mr. Jim Crowley
Gewalt Hamilton Associates, Inc.
3100 Dundee Road, Suite 404
Northbrook, IL 60062

RECEIVED
NOV 03 1995

Dear Mr. Crowley:

In reference to the above mentioned permit application, IDOT has the following comments from the meeting on Wednesday, October 25, 1995.

- Lake County Public Works shall be permittee for permit.
- Tree removal is a major concern. Before any removal of trees, IDOT must receive a letter from the Village of Long Grove giving permission for their removal. Then IDOT would review and recommend replacements.
- IDOT's policy is for all utility installations to be within eight (8) feet of the ROW line. Since we feel tree removal will not be allowed, IDOT will waive this policy for this permit.
- Tight sheeting or other approved protection shall be required whenever excavation is within ten (10) feet from the edge of pavement.
- IDOT has a public improvement that is active in this area. Permittee will not be able to begin until IDOT has finished. The approximate date is August 1, 1996.
- Daily lane closures will only be allowed between 9:00 a.m. to 3:30 p.m.
- Where is the pumping station to be located? On IDOT right of way?

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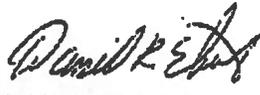
Mr. Jim Crowley
November 3, 1995
Page Two

- All roadway crossings shall be placed by the auger and jack method, perpendicular to the roadway. The steel casing shall extend a minimum of ten (10) feet from each side of the roadway.
- IDOT's public improvement will consist of some ditching changes. Therefore, the sanitary sewer must be placed outside of all drainage ditch lines. A set of plans was provided to you to show these locations.
- Please provide cross sections showing the location of the sanitary sewer in relation to the ditches.

Should you have any questions concerning this matter, please contact our Water and Sewer Engineer, Mr. Howard B. Ray, at (708) 705-4578.

Very truly yours,

Duane P. Carlson, P.E.
District Engineer

By: 
Daniel R. Ehart, P.E.
Project Support Engineer

DRE:HBR

cc: Ms. Ann Gindler - Bureau of Construction

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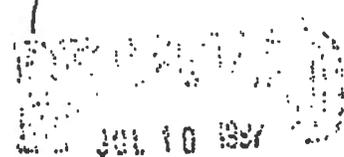
DRAFT July 16, 1997

**EXHIBIT D
PIPELINE SPECIFICATIONS**

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**PRESTONFIELD WASTEWATER TREATMENT PLANT
REPLACEMENT PIPELINE TO LAKE COUNTY INTERCEPTOR**

THE KILDEER SOUTH DISTRICT FORCE MAIN MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) SDR 18, C900 WATERMAIN CLASS PIPE, HIGH DENSITY POLYETHYLENE (HDPE) SDR14 OR ANOTHER WATERMAIN CLASS MATERIAL. THE GRAVITY SEWER SHALL BE PVC, SDR 26.

THE FORCE MAIN AND SEWER MATERIALS SHALL BE SUITABLE FOR LOCAL CONDITIONS SUCH AS CHARACTER OF WASTES, POSSIBLE SEPTICITY, SOIL CHARACTERISTICS, HEAVY EXTERNAL LOADINGS, AND ABRASION. THE SEWER AND FORCE MAIN SHALL BE DESIGNED AND INSTALLED TO PREVENT DAMAGE FROM SUPERIMPOSED LOADS AND BE APPROVED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND THE LAKE COUNTY PUBLIC WORKS DEPARTMENT

THE GRAVITY SEWER SHALL BE AT LEAST 18 INCH INTERNAL DIAMETER. THE FORCEMAIN WILL BE 8 INCH INTERNAL DIAMETER.

THE FORCE MAIN PIPE SHALL BE INSTALLED TO A DEPTH SO THAT A MINIMUM OF 6 FEET OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED. DEPTH OF GRAVITY SEWER WILL VARY DEPENDING ON SLOPE AND GROUND ELEVATION FROM OLD HICKS ROAD TO FREMONT WAY.

**LONG TERM FUTURE CONNECTIONS TO LAKE COUNTY INTERCEPTOR
(IF NECESSARY)**

THE FORCE MAIN AND SEWER MATERIALS SHALL BE SUITABLE FOR LOCAL CONDITIONS SUCH AS CHARACTER OF WASTES, POSSIBLE SEPTICITY, SOIL CHARACTERISTICS, HEAVY EXTERNAL LOADINGS, AND ABRASION. THE SEWER AND FORCE MAIN SHALL BE DESIGNED AND INSTALLED TO PREVENT DAMAGE FROM SUPERIMPOSED LOADS AND BE APPROVED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND THE LAKE COUNTY PUBLIC WORKS DEPARTMENT

ANY FUTURE FORCEMAIN SHALL NOT EXCEED 12 INCH INTERNAL DIAMETER. ANY FUTURE GRAVITY SEWER SHALL NOT EXCEED 24 INCH INTERNAL DIAMETER.

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DRAFT July 16, 1997

**EXHIBIT E
SEED MIX FOR RESTORATION**

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12. **Shoulders:** Earthen shoulders shall be placed adjacent to and on each side of all roadways. Shoulder widths to each side of said roadway shall be eight feet (8') wide on collector streets and minor streets. All shoulders shall slope away from the pavement edge at a rate of one-half inch ($\frac{1}{2}$ "') per foot (1') and three inches (3") top soil and low profile prairie/xeric seed shall be installed according to the specifications provided herein from the edge of the pavement to the top of the back slope. The seeding shall be installed after the binder course or A-3 seal coat has been installed. The composition of the low profile prairie/xeric seed is as follows:

80 lbs. of grass per acre:

1. 5 lbs. Little Blue Stem.
2. 5 lbs. Side Oats Grama Grass.
3. 1 lb. Prairie Wild Rye.
4. 1/8 lb. Prairie Dropseed.
5. 4 lbs. Buffalo Grass.
6. 5 lbs. Blue Grama Grass.
7. 1/8 lb. Porcupine Grass.
8. 1/8 lb. June Grass.
9. 1 lb. Switch Grass.
10. 20 lbs. Del Ray Perennial Rye.
11. 20 lbs. Western Wheat Grass.
12. 20 lbs. Scaldis Hard Fescus.

The low profile/xeric seed shall only be planted between the periods of May 15 to July 15, and October 15 to November 15. In erosion areas, blankets shall be used to minimize or eliminate erosion. Fertilization of the prairie/xeric grass is discouraged. No fertilization shall be utilized other than fertilizers which contained 0-46-0 mixture. The low profile prairie/xeric formula shall not be altered. The subdivider/developer shall certify in writing that the low profile prairie/xeric seed has been installed in accordance with the requirements of this Section. (Ord. 85-0-19, 9-24-85)

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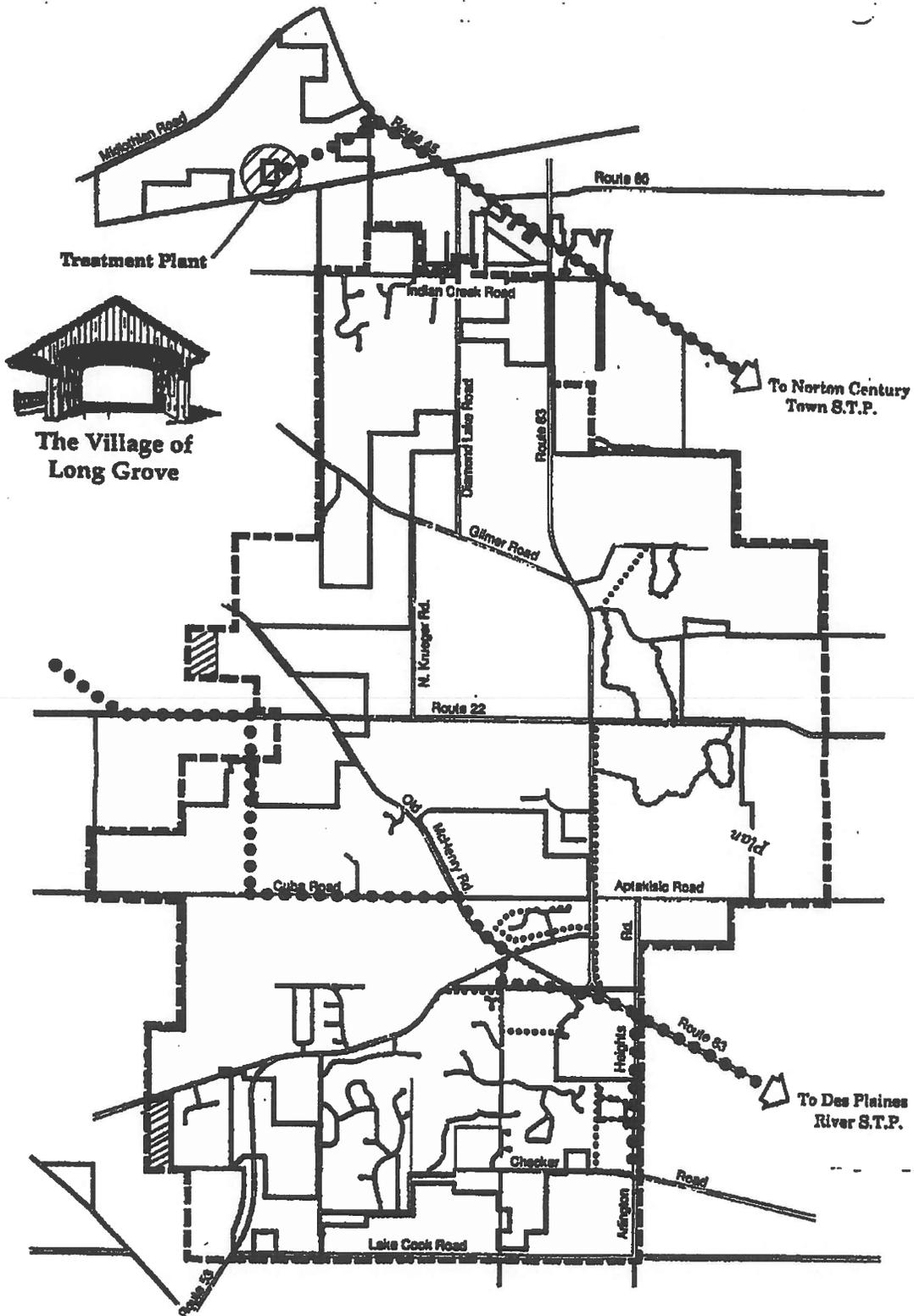
DRAFT July 18, 1997

EXHIBIT F
LONG GROVE SEWER SUBAREA

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- Existing Lake County Interceptor Sewer
- Lake County Local Sewer
- Subarea Boundary

Map 9.1

LONG GROVE SEWER SUBAREA

4005974

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DRAFT July 16, 1997

**EXHIBIT G
LETTER OF CREDIT FORMAT**

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DRAFT July 16, 1997

(Issuer's Letterhead)

IRREVOCABLE LETTER OF CREDIT _____¹

Date: _____²
Amount: \$100,000.00
Expiration Date:³

Applicant:

Name: Village of Kildeer
Address: 22049 Chestnut Ridge
Kildeer, Illinois 60047

BENEFICIARY:
Village of Long Grove
Box 3110 RFD
Long Grove, Illinois 60047

Dear Sir:

The undersigned Bank hereby establishes in your favor our Irrevocable Letter of Credit No. _____⁴ which is available for negotiation of your draft at sight, drawn on _____⁵, bearing the clause: "Drawn under _____⁶, Irrevocable Credit No. _____⁷," and accompanied by:

Your officially signed statement:

1. The applicant, Village of Kildeer, has failed to comply with its obligations, pursuant to the INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF KILDEER AND LONG GROVE GRANTING AN EASEMENT FOR INSTALLATION AND MAINTENANCE OF A SANITARY SEWER TRANSMISSION MAIN WITHIN THE VILLAGE OF LONG GROVE executed on _____, 1997, (hereinafter "AGREEMENT"), and Kildeer has failed to cure the noncompliance within thirty days after having received notice from the Village of Long Grove of noncompliance, and/or
2. This letter of credit will expire within thirty-five days or less and the Village of Long Grove has not received a renewal letter of credit, and/or
3. The Village of Kildeer has not paid, or caused to be paid within forty-five days of the date when billed by the Village of Long Grove, professional expenses incurred by the Village relating to the AGREEMENT, and/or
4. The Village has received written notice that this letter of credit is to expire, and

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no replacement letter of credit in form satisfactory to the Village of Long Grove has been received by it on or before fifteen days prior to the expiration of this letter of credit.

Notwithstanding the expiration date stated above, this Letter of Credit shall continue in full force and effect and shall not expire unless and until the Village has been given written notice by certified mail, return receipt requested, that the Letter of Credit is about to expire. The Letter of Credit shall thereafter expire 35 days after said notice, but no sooner than the above described expiration date, provided further that in no event shall the letter of credit expire until Kildeer gives written notice to the issuer that the initial installation required by the AGREEMENT has been completed, and final payment has been made to the general contractor.

The undersigned, _____,⁸ hereby undertakes and engages that all demands made in conformity with this Irrevocable Letter of Credit will be duly honored upon presentation. If, within 3 business days of the date any demand made in conformity with this irrevocable Letter of Credit is presented, the undersigned _____,⁹ fails to honor the same (unless legally precluded from doing so), we agree to pay all attorney's fees, court costs, and other expenses incurred by the Village of Long Grove in enforcing the terms of this Letter of Credit.

The amount of this Letter of Credit may be reduced from time to time prior to expiration at the request of the applicant, upon presentation of the Village of Long Grove's officially signed consent thereto.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted within the terms of this credit will be duly honored at maturity. The amount of each draft must be endorsed on the reverse of this credit by the negotiating bank.

Any action to enforce or otherwise relating to this letter of credit shall be brought in Lake County, Illinois, and Illinois law shall govern.

Very truly yours,

_____ 10

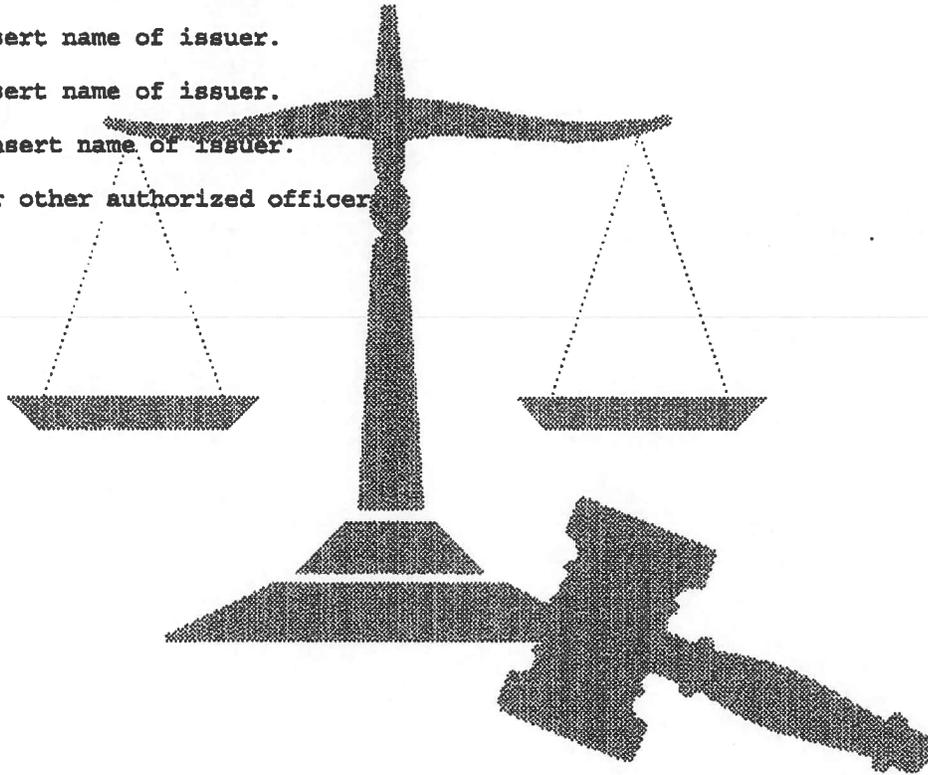
By: _____
President¹¹

ATTEST:

By: _____
Secretary

CORPORATE SEAL

1. Insert letter of credit number (optional).
2. Insert date of issuance.
3. The letter of credit shall be in effect during the initial construction until the project is accepted by Kildeer, or for one year, whichever period is longer.
4. Insert number.
5. Insert name of issuer.
6. Insert name of issuer.
7. Insert letter of credit number.
8. Insert name of issuer.
9. Insert name of issuer.
10. Insert name of issuer.
11. Or other authorized officer



LAW OFFICES OF JOHN M. MULLEN
Suite 202, 14048 Petronella Drive, Libertyville, IL 60048

4005974

TEL: 847-367-7330 FAX: 847-367-8177
This memo, with attachments, consists of 1 page.

DRAFT July 16, 1997

**EXHIBIT H
BOUNDARY AGREEMENT**

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KILDEER-LONG GROVE INTERGOVERNMENTAL BOUNDARY AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of August, 1997, by and between the VILLAGE OF KILDEER ("KILDEER"), an Illinois municipal corporation, and the VILLAGE OF LONG GROVE, an Illinois municipal corporation, ("LONG GROVE"),

WHEREAS, KILDEER and LONG GROVE share very similar municipal zoning and planning philosophies; and

WHEREAS, the Villages enjoy a community of interest in planning and zoning property in proximity to their borders; and

WHEREAS, the Villages desire to cement their positive relationship through an intergovernmental agreement to establish a boundary line; and

WHEREAS, the Illinois Constitution and Intergovernmental Cooperation Act, as well as 65 ILCS 5/11-12-9, permit and encourage intergovernmental agreements; and

WHEREAS, KILDEER and LONG GROVE have both adopted comprehensive plans which demarcate zoning and land uses permitted within certain unincorporated areas which are located within one and one-half miles of both Villages, including those areas situated between the Villages and covered by this Agreement; and

WHEREAS, in arriving at this Agreement, the Villages have given due consideration to the natural flow of storm water drainage and have to the extent

practical included single tracts having common ownership within the jurisdiction of one corporate authority; and

WHEREAS, duly certified copies of this Agreement shall be filed with the Lake County Recorder of Deeds and shall be on file with the Village Clerks of each Village;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter set forth, and in the exercise of their respective powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., 65 ILCS 5/11-12-9, and other applicable authority, KILDEER and LONG GROVE hereby agree as follows:

- I. **Recitals:** The foregoing recitals are by this reference incorporated herein as substantive provisions of this Agreement.
- II. **Duration:** This Agreement shall remain in full force and effect for 20 years from the effective date of this Agreement.
- III. **Renewals:** This agreement shall thereafter automatically renew for successive 20-year periods as long as KILDEER shall have located at the time of such renewal a force main sewer within the portion of Long Grove Road which is within LONG GROVE'S jurisdiction.
- IV. **Boundary Line Established:** The KILDEER-LONG GROVE JURISDICTIONAL BOUNDARY LINE ("Line"), as graphically depicted on Exhibit A, is hereby created for the purpose of establishing the respective jurisdictions of KILDEER and LONG GROVE for land use planning, official map purposes, subdivision

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control and annexation of unincorporated territory, all as hereinafter provided. That portion of the unincorporated territory lying westerly and southerly of said boundary line shall be within the KILDEER jurisdictional area. That portion of the unincorporated territory lying easterly and northerly of said boundary line shall be within the LONG GROVE jurisdictional area.

- A. KILDEER shall not exercise any jurisdiction over any territory lying easterly or northerly of the Line.
- B. LONG GROVE shall not exercise any jurisdiction over any territory lying westerly or southerly of the Line.
- C. KILDEER agrees that it shall not exercise or attempt to exercise or enforce any subdivision control, comprehensive plan or official map jurisdiction within the LONG GROVE jurisdictional area.
- D. LONG GROVE agrees that it shall not exercise or attempt to exercise or enforce any subdivision control, comprehensive plan or official map jurisdiction within the KILDEER jurisdictional area.
- E. Both KILDEER and LONG GROVE acknowledge that it is not in their respective best interests to engage in disputes with respect to the annexation of territory. The boundary line established pursuant to this Agreement was carefully studied and considered with respect to those matters heretofore set out in the recitals to this Agreement. Therefore, except as expressly provided hereinafter, the parties agree not to annex any territory to either of their respective municipalities which is located

in the other municipality's jurisdictional area.

- F. KILDEER and LONG GROVE acknowledge that the boundary line established hereinabove runs along the centerline of certain highways and that, pursuant to 65 ILCS 5/7-1-1, the annexation of any territory adjacent to any highway not already within the corporate limits of any other municipality automatically extends the boundaries of the annexing municipality to the far side of the adjacent highway. KILDEER and LONG GROVE shall each enjoy the full power provided by law to annex any territory lying within its own respective jurisdictional area, and to the extent that the provisions of 65 ILCS 5/7-1-1 would result in the automatic annexation of any portion of a highway lying within the other municipality's jurisdictional area, the provisions of this Agreement shall not bar such annexation.
- G. Notwithstanding the foregoing, either Village shall not be prohibited from annexing territory within the jurisdictional area of the other Village if said other Village gives its prior written consent thereto. Such consent shall be wholly discretionary, and may be conditioned upon receipt of such consideration, including but not limited to payment and/or the undertaking of public improvements and/or other work by the annexing Village, as said other Village deems appropriate.
- H. KILDEER and LONG GROVE agree that neither village shall annex any property which is presently annexed to the other village, even if said

property shall subsequently be disconnected and become unincorporated.

- V. Violative Annexation Void: The Villages agree that any annexation which is adopted by either Village which purports to annex territory which is located in the jurisdictional area of the other Village, except pursuant to Paragraphs III F. and G. of this Agreement, or is otherwise violative of this Agreement, shall be null and void and of no force or effect.
- VI. Rights and Remedies: This Agreement may be enforced by either party by an action at law or in equity, and the parties agree that this Agreement may be enforced by injunctive relief, as an action for damages alone will not provide adequate relief for the breach thereof.
- VII. Recordation. LONG GROVE shall cause this Agreement to be recorded with the Recorder of Deeds for Lake County, Illinois.
- VIII. Effective Date: This Agreement shall become effective after each Village adopts an ordinance approving this Agreement and the Agreement is thereafter duly executed by the Presidents and Clerks of the Villages.
- IX. Filing: Each Village Clerk of each Village shall maintain on file a duly-executed copy of this Agreement.
- X. Modifications or Amendments. No modification, amendment, change, or addition to this Agreement shall be binding upon the Villages unless reduced to writing and approved and executed by the Villages.
- XI. Binding Effect. All rights, interests, privileges, and benefits herein granted and conveyed and all burdens hereby imposed and shall be binding upon and inure

to the benefit of the parties hereto, and their respective grantees, successors, assigns, and legal representatives.

- XII. Attorneys' Fees. In the event of litigation to enforce the terms of this Agreement or otherwise relating to this Agreement, the Village who substantially prevails shall be entitled to an award of reasonable attorneys' fees against the other Village.
- XIII. No Assignment. This Agreement shall not be assigned by either Village, unless approved by both Villages.
- XIV. Entire Agreement. This Agreement sets forth all of the agreements, conditions, and understandings between the Villages hereto concerning the Line and there are no covenants, promises, agreements, conditions, or understandings heretofore made, either oral or written, between them other than as set forth herein.
- XV. No Waiver. Any act or omission by a Village that may constitute a waiver of one of its rights under this Agreement shall not constitute or be deemed to be a waiver of any other right that said Village has or may have in the future under this Agreement.
- XVI. Waiver to Contest. The parties hereto shall not assert the invalidity or unenforceability of, or contest the validity or enforceability of, any provision of this Agreement.

IN WITNESS WHEREOF, the Villages hereto have caused this instrument to be duly authorized, executed, and delivered by their proper representatives as of the day,

DRAFT July 16, 1987

month, and year first written above.

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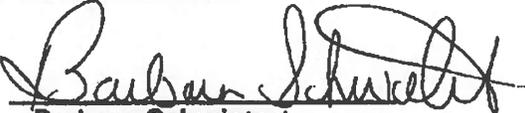
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DRAFT July 16, 1997

VILLAGE OF KILDEER

By: 
Barbara Schwiert
Village President

ATTEST:


Village Clerk

DRAFT July 16, 1997

VILLAGE OF LONG GROVE

By: Lenore J. Simmons
Lenore J. Simmons
Village President

ATTEST:

Mike Beck

Mike Beck
Village Clerk

4/4

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

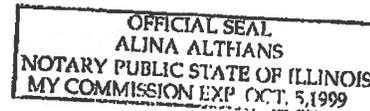
I, ALINA ALTHANS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lenore J. Simmons, personally known to me to be the Village President of the VILLAGE OF LONG GROVE, an Illinois municipal corporation, and Mike Beck, personally known to me to be the Village Clerk of said Village, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act and as the free and voluntary act of said Village for the uses and purposes therein set forth.

Given under my hand and official seal this 13th day of August, 1997.

Alina Althans
Notary Public

My commission expires:

Oct. 5, 1999



STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I, Laurel Schreiber, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Barbara Schwietert, personally known to me to be the Village President of the VILLAGE OF KILDEER, an Illinois municipal corporation, and Pam McGinty, personally known to me to be the Village Clerk of said Village, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act and as the free and voluntary act of said Village for the uses and purposes therein set forth.

Given under my hand and official seal this 13th day of August, 1997.

Laurel Schreiber

Notary Public

My commission



DRAFT July 16, 1987

Exhibit A
KILDEER-LONG GROVE
JURISDICTIONAL BOUNDARY LINE

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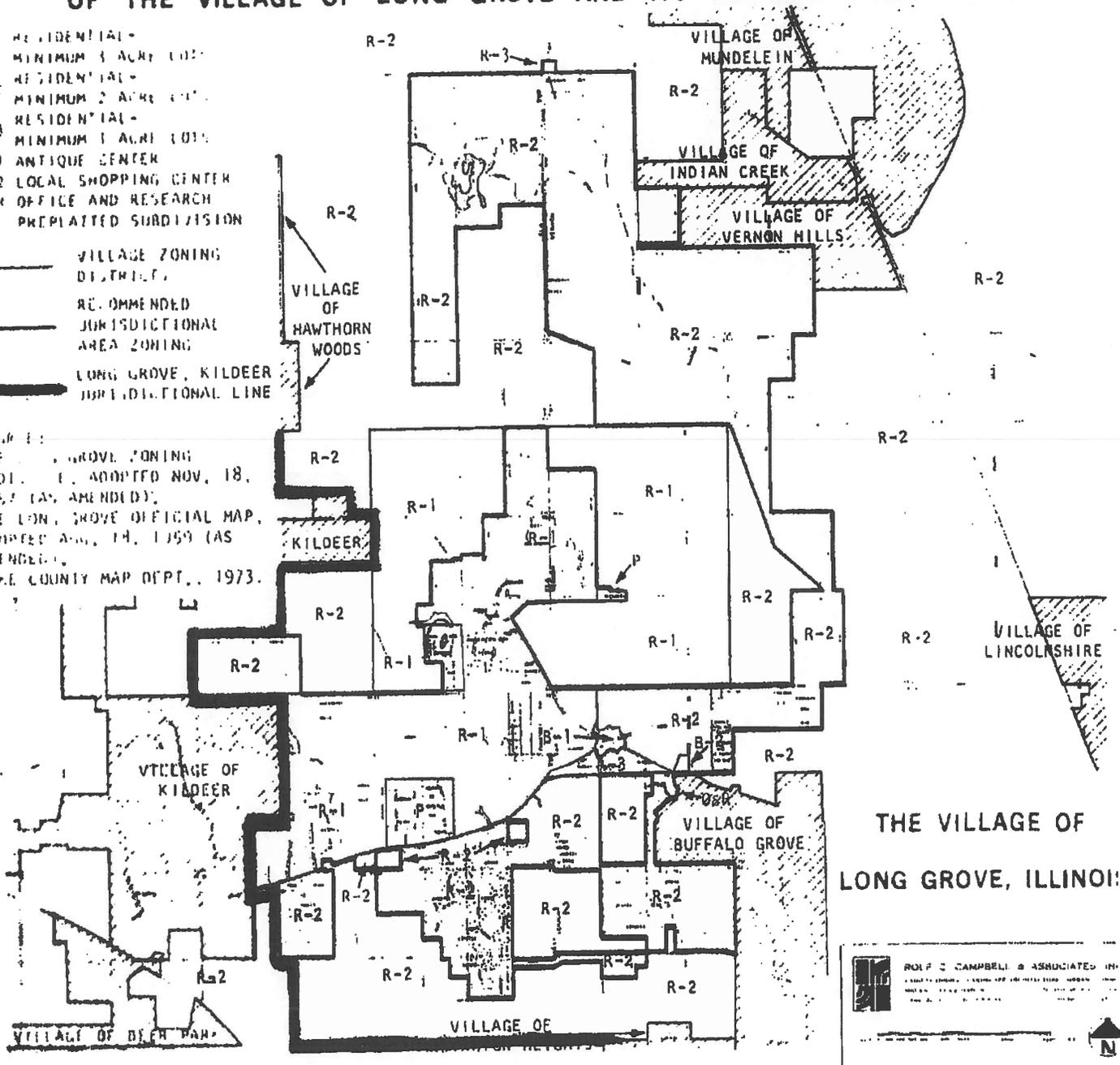
EXHIBIT A

ZONING MAP OF THE VILLAGE OF LONG GROVE AND OFFICIAL MAP OF THE VILLAGE OF LONG GROVE AND ITS JURISDICTIONAL AREA

- R-1 RESIDENTIAL - MINIMUM 3 ACRES LOTS
- R-2 RESIDENTIAL - MINIMUM 2 ACRES LOTS
- R-3 RESIDENTIAL - MINIMUM 1 ACRE LOTS
- AS-1 ANTIQUE CENTER
- AS-2 LOCAL SHOPPING CENTER
- OR OFFICE AND RESEARCH PREPLANNED SUBDIVISION

- VILLAGE ZONING DISTRICT
- RECOMMENDED JURISDICTIONAL AREA ZONING
- LONG GROVE, KILDEER JURISDICTIONAL LINE

NOTES:
 1. VILLAGE ZONING DISTRICTS ADOPTED NOV. 18, 1972 (AS AMENDED).
 2. LONG GROVE OFFICIAL MAP, ADOPTED APR. 14, 1959 (AS AMENDED).
 3. ILLINOIS COUNTY MAP DEPT., 1973.



THE VILLAGE OF
 LONG GROVE, ILLINOIS

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