

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WONDER LAKE AND THE MCHENRY
TOWNSHIP HIGHWAY COMMISSIONER REGARDING CERTAIN ROAD RIGHTS
OF WAY**

This Agreement ("Agreement") is entered into this 17th day of August, 2020, by and between the Village of Wonder Lake, a municipal corporation of the State of Illinois ("the Village") and JAMES CONDON, the duly elected Highway Commissioner of McHenry Township ("Commissioner");

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., further authorizes such intergovernmental cooperation; and

WHEREAS, the Village and the Commissioner are further authorized by 605 ILCS 5/6-201.10-1 to enter into contracts "to furnish or to obtain services and materials related to construction, maintenance or repair of roads"; and

WHEREAS, the Village is in the process of arranging for installation of water mains and related accessory structures and components ("Wonder Lake Water Improvements") in order to connect the Village's East Side water system to the water treatment plant; and

WHEREAS, the Village desires to install portions of the Water Improvements with road rights of way in McHenry Township ("Unincorporated Area Roads"); and

WHEREAS, the Unincorporated Area Roads are under the jurisdiction of the Commissioner; and

WHEREAS, the Village has sought permission from the Commissioner to utilize portions of the Unincorporated Area Roads rights of way for installation of portions of the Wonder Lake Water Improvements; and

WHEREAS, the Commissioner is agreeable to such use by the Village as long as the Village agrees to maintenance and liability of the Unincorporated Area Road rights of way in which the Wonder Lake Water Improvements are installed; and

WHEREAS, the parties agree that it is to the mutual benefit of residents of the Village and of McHenry Township for the parties to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed by the parties as follows:

1. The above recitals are incorporated by reference.
2. The commissioner hereby authorizes and permits the Village to install portions of the Wonder Lake Water Improvements in those platted portions of the Unincorporated Area road rights of ways as follows: McCullom Lake Road from the Water Treatment Plant and as attached in Exhibit A.

The permission granted hereby shall be considered as a permanent easement granted to the Village to allow maintenance and repair as well as installation of the Wonder Lake Water Improvements; provided that upon any repair requiring excavation, the Village agrees to repair the excavated property to its approximate condition prior to excavation and subject to the written satisfaction of the Commissioner.

3. In exchange for the forgoing, the Village agrees that as part of the contract for the Wonder Lake Water Improvements, the Village will require the successful bidder and contractor ("Contractor") to cause the presently paved portions of the road rights of way depicted on Exhibit A to be maintained and any damaged areas to be restored to the satisfaction of the Commissioner, at the sole expense of the Village. In addition, the Village agrees to provide in the contract for the Wonder Lake Water Improvements that the Contractor is to refrain from utilizing the remainder of the Unincorporated Area Roads for heavy equipment and the Contractor will be responsible at its expense for the cost of necessary repairs to the remainder of the Unincorporated Area Roads which are damaged because of the Contractor's use of them for installation of the Water Improvements.
4. The Village agrees further upon completion of the installation of the Wonder Lake Water Improvements to cause the Contractor to restore the unpaved areas of the Unincorporated Area Roads disturbed by the construction to its approximate condition prior to such disturbance, all at Village expense and subject to the written satisfaction of the Commissioner.
5. The Village further agrees to indemnify and hold harmless the Commissioner, his agents, and employees from and against any and all lawsuits, claims, demands liabilities, injuries, including costs and attorney's fees, arising out of the performance of this Agreement and the Wonder Lake Water Improvements.
6. **GENERAL PROVISIONS:**
 - a) **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices

shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight carrier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the day of confirmed fax transmission. By notice complying with the requirements of this Section, each party to this Agreement Shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications for the Village shall be addressed to, and delivered at, the following address:

Village of Wonder Lake
Attention: Tony Topf, President
4444 Thompson Road
Wonder Lake, IL 60098

With a copy to:

Cowlin, Naughton & Curran
Attention: Richard J. Curran, Jr.
20 Grant Street
Crystal Lake, IL 60014

Notices and communications to the Commissioner shall be addressed to, and delivered at, the following address:

James Condon, Commissioner
McHenry Township Highway Department
3703 Richmond Rd.
McHenry, IL 60051

With a copy to:

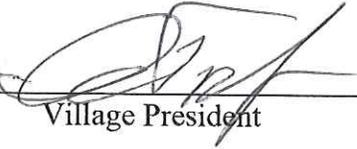
Prime Law Group, LLC
James G. Militello III
747 S. Eastwood Drive
Woodstock, IL 60098

- b) **Time of the Essence.** Time is of the essence in the performance of this agreements.
- c) **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- d) **Governing Law.** This Agreement shall be governed by, and enforced in accordance with the laws of the State of Illinois.
- e) **Severability.** It is hereby expressed to be the intent of the parties to this Agreement that should nay provision, covenant, agreement, or portion of the Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of the Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provision shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- f) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- g) **Authority to Execute.** Each party hereby warrants and represents to the other party that the persons executing this Agreement on behalf have been property authorized to do so as required by law.
- h) **No Third Party Beneficiaries.** No claim as third party beneficiary under this Agreement by any person shall be made, or be valid, against the Village, or the Commissioner.

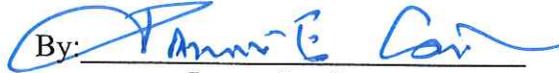
IN WITNESS WHEREOF, the Village and the Commissioner, respectively, have caused this agreement to be executed by their respective Village President and attested by its Village Clerk, and the Agreement has been executed by the Commissioner, as of the day and year first above written.

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VILLAGE OF WONDER LAKE

By: 
Village President

**MCHENRY TOWNSHIP HIGHWAY
COMMISSIONER**

By: 
James Condon

Attest:


Village Clerk