

VILLAGE OF LONG GROVE

RESOLUTION NO. 2020-R-___

**A RESOLUTION APPROVING PARTIAL TERMINATION OF
AN INTERGOVERNMENTAL AGREEMENT WITH THE
ILLINOIS DEPARTMENT OF TRANSPORTATION
REGARDING JURISDICTIONAL TRANSFER OF A WETLAND PARCEL
(Illinois Route 83 and Oakwood Road)**

WHEREAS, in 1992, the Village of Long Grove (the "**Village**") entered into an intergovernmental agreement with the State of Illinois, through the Illinois Department of Transportation ("**IDOT**") relating to certain road improvements within the corporate limits of the Village (the "**1992 Agreement**"); and

WHEREAS, pursuant to Section 18 of the 1992 Agreement, IDOT and the Village agreed that IDOT would make, and the Village would accept, a jurisdictional transfer to the Village for maintenance of an approximately 42-acre wetland parcel located at Oakwood Road and Illinois Route 83 (the "**Property**"); and

WHEREAS, the jurisdictional transfer contemplated under Section 18 of the 1992 Agreement has not yet occurred; and

WHEREAS, the Long Grove Park District (the "**Park District**") desires to acquire the Property and has negotiated with IDOT for the transfer of the Property to the Park District, subject to termination or rescission by the Village and IDOT of Section 18 of the 1992 Agreement; and

WHEREAS, the Village has determined that it is in the best interests of the Village and its residents to agree to terminate Section 18 of the 1992 Agreement, subject to the terms and conditions of 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 herein as findings of the Village Board of Trustees.

Section Two: **Termination of Section 18 of the 1992 Agreement.** The Village Board hereby authorizes and approves the termination, vacation, and repeal of Section 18 of the 1992 Agreement, subject to the conditions set forth in Section 3 of this Resolution. The Village Manager, in consultation with the Village Attorney, is hereby authorized and directed to execute such documents and take such other actions as may be necessary and convenient to accomplish the termination of Section 18 as provided herein.

Section Three: **Conditions.** The Village Board's approval to terminate Section 18 of the 1992 Agreement as provided in Section 2 of this Resolution shall be subject to the following conditions:

- (a) IDOT shall take all actions necessary and convenient to terminate, vacate, and repeal Section 18 of the Agreement; and
- (b) Contemporaneously with the Park District acquiring title to the Property, the Park District shall record a restrictive covenant against the Property, in the form attached hereto as Exhibit 1, which irrevocably waives any right that it may have or hereinafter acquire pursuant to any existing or hereinafter enacted statute to disconnect the Property, or any portion thereof, from the Village of Long Grove.

Section Four: **Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS ___th DAY OF OCTOBER, 2020.

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED THIS ___th DAY OF OCTOBER, 2020.

ATTEST:

Village President

Village Clerk

EXHIBIT 1

Restrictive Covenant

DRAFT

**This instrument prepared for
and after recording return to:**

Village of Long Grove
3110 Old McHenry Road
Long Grove, IL 60047
(Attn: David Lothspeich, Village Manager)

**DECLARATION OF COVENANTS AND WAIVER
OF RIGHTS TO SEEK DISCONNECTION OF CERTAIN PROPERTY
(NORTHEAST CORNER OF IL ROUTE 83 AND OAKWOOD ROAD)**

This Declaration of Covenants ("**Declaration**"), is made and executed effective as of this ___ day of _____20__ by the **LONG GROVE PARK DISTRICT**, an Illinois unit of local government (hereinafter referred to as "**Declarant**").

WITNESSETH:

WHEREAS, the Declarant is the owner of record of that certain real property legally described in Exhibit A attached hereto and made a part hereof (the "**Property**"), which Property is located within the corporate limits of the Village of Long Grove, Lake County, Illinois (the "**Village**"); and

WHEREAS, the Property was originally the subject of a certain intergovernmental agreement between the Village and the State of Illinois through the Illinois Department of Transportation ("**IDOT**") dated November 24, 1992 (the "**1992 IGA**"); and

WHEREAS, pursuant to the terms of the 1992 IGA, IDOT was required to transfer the Property to the Village; and

WHEREAS, in response to a request from the Declarant, the Village and IDOT took actions that resulted in the conveyance of the Property to the Declarant; and

WHEREAS, the Village's actions were taken in reliance upon the Declarant making this Declaration and recording it so as to bind the Property;

NOW, THEREFORE, Declarant hereby declares that the Property, and each and every part thereof, is, and shall be, held, transferred, sold, conveyed, used, and occupied subject to the terms and conditions of this Declaration; that the covenants set forth in this Declaration (the "**Covenants**") shall run with and bind the Property and

be binding on all parties presently having or hereafter acquiring any right, title, or interest in the Property, or any part thereof and their successors and assigns; and the Covenants shall inure to the benefit of each and every present and future owner of the Property or any part thereof, as well as to the Village, all as more fully set forth in the following Clauses:

CLAUSE I

SPECIFIC COVENANTS AND RESTRICTIONS

A. The Property shall remain within the corporate limits of the Village, and Declarant hereby and forever waives any right it may have or hereafter acquire by any existing or hereafter enacted statute to disconnect the Property from the corporate limits of the Village.

B. The Property shall be used for and remain as open space, and Declarant hereby covenants that no building or structure may be constructed on the Property unless approved by resolution of the Board of Trustees of the Village.

C. Declarant hereby covenants that the foregoing waiver and covenant are granted to the benefit of the Village on behalf of itself and any and all of its assigns or successors in interest to the Property or any portion thereof. The Declarant further covenants that this waiver and covenant shall run with the Property.

CLAUSE II

GENERAL PROVISIONS

A. TERM. This Declaration and the Covenants shall continue and be binding in perpetuity commencing from the date of recording of this Declaration with the Recorder of Deeds of Lake County, Illinois.

B. NATURE AND SURVIVAL OF OBLIGATION. The Covenants herein set forth shall run with the land and bind the Property and Declarant, its successors, grantees, and assigns, and all parties claiming by, through, or under them. Only the Village and the Declarant (and not the successors, grantees and/or assigns of the Declarant), shall each have an independent right, but not an obligation, to sue for and obtain a prohibitive or mandatory injunction, or any other equitable remedy, to prevent the breach, or to enforce the observance, of the Covenants and the terms and conditions of this Declaration, in addition to the right to bring an action for damages.

C. ENFORCEMENT OF VIOLATIONS. If there shall be any violation of the Covenants, or any of them, or of any of the other terms and conditions of this Declaration, for a period of 30 days after receipt by the owner of the portion of the Property to which such violation exists, of written notice of such violation from the Declarant or the Village, then the party seeking to enforce the Covenants set forth in this Declaration shall be entitled to recover all of its costs of enforcement (including reasonable attorneys' fees).

D. AMENDMENT OF COVENANTS. This Declaration and the Covenants shall not be modified, revoked, amended, or supplemented in whole or in part unless done with prior written approval of the corporate authorities of the Village. Such approval, if granted, shall be

recorded against that portion of the Property to which it applies.

E. SEVERABILITY. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or other provision contained in this Declaration, such holding shall not impair, invalidate, or otherwise affect the remainder of this Declaration or any other Covenant, all of which shall remain in full force and effect.

F. WAIVER. In no event shall the failure of Declarant or the Village to enforce any violation of the Covenants or any of the other terms and conditions of this Declaration be deemed a waiver of the right to enforce as to any other violation thereof.

[Signature page to follow.]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed and attested as of the day and year first above written.

DECLARANT

LONG GROVE PARK DISTRICT

By: _____
Its _____

STATE OF ILLINOIS)
) ss
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of the LONG GROVE PARK DISTRICT, an Illinois unit of local government (the "***District***"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of the District, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20____.
Commission expires:

Notary Public

EXHIBIT A

Legal Description of the Property

P.I.N.s

DRAFT