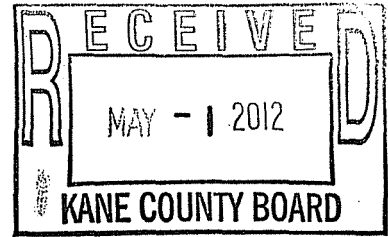


County of Kane  
Office of County Board  
Kane County Government Center



Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

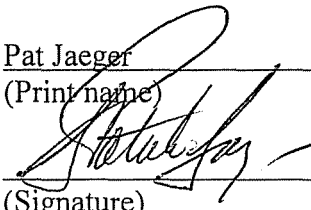
**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
**Chairman, Kane County Board**

Name of Document: IGA with Village of Huntley for Jurisdictional Transfer  
of Manning Road from IL 47 south to Big Timber Road  
from County of Kane to Village of Huntley

Submitted by: Linda Haines

Date Submitted: May 11, 2011

Examined by: Pat Jaeger  
(Print name)



(Signature)

May 11, 2011  
(Date)

Post on Web: Yes  No  Atty. Initials \_\_\_\_\_

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman signed:  Yes  No 5/01/2012  
(Date)

Document returned to: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HUNTLEY  
AND THE COUNTY OF KANE  
FOR THE JURISDICTIONAL TRANSFER  
OF MANNING ROAD (KANE COUNTY HIGHWAY 52)  
FROM ILLINOIS ROUTE 47 SOUTH TO BIG TIMBER ROAD**

This **AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the **COUNTY OF KANE**, a body corporate and politic of the State of Illinois, hereinafter referred to as the "**COUNTY**", and the **VILLAGE OF HUNTLEY**, an Illinois Municipal Corporation, of the State of Illinois, acting by and through its Mayor and Village Board, hereinafter referred to as the "**VILLAGE**". The **COUNTY** and/or the **VILLAGE** are sometimes hereinafter individually referred to as a **PARTY** and sometimes collectively referred to as the **PARTIES**.

**WITNESSETH:**

**WHEREAS**, the **COUNTY** and the **VILLAGE** are public entities within the meaning of the Illinois Intergovernmental Cooperation Act, as provided in Illinois Compiled Statutes, 5 ILCS 220/1 *et seq.*; and are units of local government within the meaning of the Constitution of Illinois, 1070, Article VII, Section 10; and

**WHEREAS**, the **COUNTY** owns and maintains and otherwise has exclusive jurisdiction over Kane County Highway No.: 52, (also known as Manning Road), in its entirety from its intersection with Illinois Route 47 south to its intersection with Big Timber Road located in the Township of Rutland, County of Kane, State of Illinois; and

**WHEREAS**, the **VILLAGE** desires to acquire exclusive jurisdiction over Manning Road and is authorized to do so pursuant to Section 5-105 of the Illinois Highway Code; and

**WHEREAS**, the **COUNTY** is authorized pursuant to Section 6-201.3 of the Illinois Highway Code to transfer jurisdiction of Manning Road and is willing to relinquish jurisdiction thereof in its entirety to the **VILLAGE**; and

**WHEREAS**, the **COUNTY** and the **VILLAGE** have entered into an intergovernmental agreement among the **COUNTY**, **VILLAGE**, and McHenry County for professional engineering services for the design of a full interchange at I-90 and Illinois Route 47 (said complete full interchange being hereinafter referred to as the "**PROJECT**"); and

**WHEREAS**, the design of the **PROJECT** requires the closure of Manning Road at its intersection with Illinois Route 47 in order to facilitate safe traffic movement within the proposed interchange access control area; and

**WHEREAS**, the transfer of jurisdiction of Manning Road, in its entirety from Illinois Route 47 south to its intersection with Big Timber Road for a distance of approximately 0.55 miles, from the **COUNTY** to the **VILLAGE** will provide for **VILLAGE** control of Manning Road and will

be beneficial to the residents of both the **VILLAGE** and the **COUNTY** in facilitating construction of the **PROJECT**; and

**NOW, THEREFORE**, in consideration of the aforementioned preambles and the mutual covenants contained herein, the **COUNTY** and the **VILLAGE** covenant, agree and bind themselves as follows:

1. It is mutually agreed by and between the **PARTIES** hereto that the foregoing preambles are incorporated herein as though fully set forth.
2. The **COUNTY** and the **VILLAGE** acknowledge and agree that this **AGREEMENT** for the transfer of jurisdiction of Manning Road as set forth herein below is made and entered into pursuant to Section 4-409 of the Illinois Highway Code.
3. The **PARTIES** agree that Manning Road in its entirety which is the subject of this **AGREEMENT** is described as approximately 0.55 miles in length, originating at the eastern most right of way line of Illinois Route 47 (at its intersection with Manning Road) and terminating at the northern most right of way line of Big Timber Road (at its intersection with Manning Road) and which is particularly set forth in Exhibit "A" which is attached hereto and incorporated herein (hereinafter referred to as "**MANNING ROAD**").
4. Prior to the execution hereof, the **VILLAGE** has examined and knows the condition of **MANNING ROAD**.
5. The **COUNTY** shall relinquish any and all jurisdiction over Manning Road in its entirety as described in Exhibit "A".
6. The **COUNTY** and the **VILLAGE** agree that upon effective date as set forth in the Local Agency Agreement for Jurisdictional Transfer (Manning Road) between the **COUNTY** and the **VILLAGE** and the Illinois Department of Transportation, the **VILLAGE** shall assume complete jurisdiction over **MANNING ROAD**.
7. The **COUNTY** shall, upon approval of and simultaneously with the execution hereof, execute the quit claim deed in a duplicate form as set forth in Exhibit "B" transferring to the **VILLAGE** all of the **COUNTY**'s right, title and interest to the right of way of **MANNING ROAD** (as described in Exhibit "A") to the **VILLAGE**.
8. The **VILLAGE** agrees that **MANNING ROAD** and the right-of-way thereof will continue to be used as a public street or road except that portion thereof that will be vacated as part of the **PROJECT**. The maintenance, repair and upkeep of **MANNING ROAD** will be accomplished per the requirements of the Illinois Municipal Code (65 ILCS 5111-91.2-1). The transfer of jurisdiction of **MANNING ROAD** shall allow the **VILLAGE** to modify or realign **MANNING ROAD** and its associated right-of-way, based on the future needs of the area and to control access points along **MANNING ROAD**.

9. The **COUNTY** agrees that as a condition of this **AGREEMENT** it will, pay to the **VILLAGE** no later than 120 days after the execution date of the Local Agency Agreement for Jurisdictional Transfer (Manning Road) between the **COUNTY** and the **VILLAGE** and the Illinois Department of Transportation the amount of One Hundred Fifty Two Thousand Dollars \$152,000.00 that the **VILLAGE** shall expend for the may perform one-time maintenance work on the section of roadway. Work to be performed will include patching, resurfacing, roadway striping, and other repairs as necessary.
10. The **COUNTY** and the **VILLAGE** agree to execute any and all documents reasonably required by the Illinois Department of Transportation to effectuate the jurisdictional transfer as set forth herein.
11. It is mutually agreed by and between the **PARTIES** hereto that nothing contained in this **AGREEMENT** is intended nor shall be construed in any manner as creating or establishing a relationship as co-partners between the **PARTIES** hereto, or as constituting the **VILLAGE** (including its elected officials, duly appointed officers, agents, employees, and representatives) or the **COUNTY** (including its elected officials, duly appointed officers, agents, employees, and representatives) for any purpose, or in any manner, whatsoever. The **VILLAGE** is to be and shall remain independent of the **COUNTY** with respect to all services performed under this **AGREEMENT**.
12. It is mutually agreed by and between the **PARTIES** that the provisions of this **AGREEMENT** are severable. If any provision, paragraph, section, subdivision, clause, phase, or word of this **AGREEMENT** is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this **AGREEMENT**.
13. It is mutually agreed by and between the **PARTIES** hereto that the agreement of the **PARTIES** hereto is contained herein and that this **AGREEMENT** supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the **PARTIES** relating to the subject matter hereof.
14. This **AGREEMENT** shall be binding upon and inure to the benefit of the **PARTIES**, their successors and assigns; provided, however, that neither **PARTY** hereto shall assign any interest hereunder without the prior written consent and approval of the other had and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.
15. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested, to the **PARTIES** as follows:

Kane County Division of Transportation  
41W011 Burlington Road  
St. Charles, Illinois 60175  
**Attention: Director of Transportation - County Engineer**

Village of Huntley  
10987 Main Street  
Huntley, Illinois 60142  
**Attention: Village Manager**


16. The terms of this **AGREEMENT** will be construed in accordance with the laws of the State of Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of the State of Illinois.

17. Each person signing below on behalf of one of the **PARTIES** hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign this **AGREEMENT** on behalf of their **PARTY**.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

County of Kane

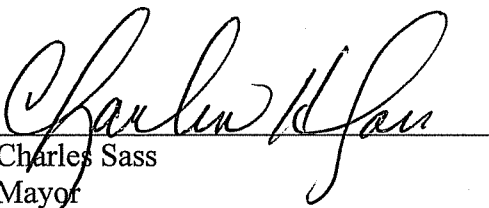
ATTEST:

  
\_\_\_\_\_  
Karen McConnaughay  
County Board Chairman

\_\_\_\_\_  
John Cunningham  
County Clerk

Village of Huntley, an  
Illinois Municipal Corporation

ATTEST:

  
\_\_\_\_\_  
Charles Sass  
Mayor

  
\_\_\_\_\_  
Rita McMahon  
Village Clerk

## **Exhibit "A"**

### **Legal Description of Manning Road**

The entire sixty six foot (66') wide right of way of Manning Road, beginning at its intersection with the Northern most right of way line of Big Timber Road near the Southeast corner of the Southeast Quarter of Section 17, Township 42 North, Range 7 East of the Third Principal Meridian and extending Northerly to its intersection with the Eastern most right of way line of Illinois Route 47 near the Southeast Corner of the Northeast Quarter of Section 17, Township 42 North, Range 7 East of the Third Principal Meridian for a distance of approximately 0.55 miles.

Exhibit B

Manning Road  
Jurisdictional Transfer of Highway  
Right of Way

RECORDER'S USE

## QUIT CLAIM DEED

The GRANTOR, the County of Kane, a body corporate and politic of the State of Illinois, 719 South Batavia Avenue, Geneva, Illinois, for and in consideration of the sum of ten dollars (\$10.00) in hand paid and other good and valuable consideration, hereby conveys and quit claims unto the GRANTEE, the Village of Huntley, a municipal corporation of the State of Illinois, 10987 East Main Street, Huntley, Illinois, all of the Grantor's right, title and interest in the following described real property:

THE ENTIRE SIXTY SIX FOOT (66') WIDE RIGHT OF WAY OF MANNING ROAD, BEGINNING AT ITS INTERSECTION WITH THE NORTHERN MOST RIGHT OF WAY LINE OF BIG TIMBER ROAD NEAR THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND EXTENDING NORTHERLY TO ITS INTERSECTION WITH THE EASTERN MOST RIGHT OF WAY LINE OF ILLINOIS ROUTE 47 NEAR THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN FOR A DISTANCE OF APPROXIMATELY 0.55 MILES, IN KANE COUNTY, ILLINOIS.

**Return To:**

Right of Way Coordinator  
Kane County Division of Transportation  
41W011 Burlington Road  
St. Charles, Illinois 60175

**Send tax Bill To:**

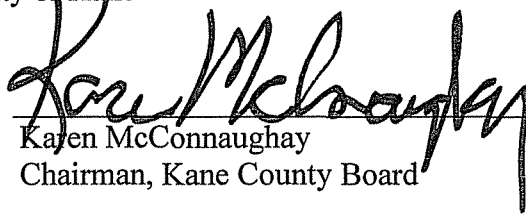
Village of Huntley  
10987 E. Main Street  
Huntley, Illinois 60142

**Prepared By:**

J. Patrick Jaeger  
Attorney at Law  
P.O. Box 485  
Geneva, Illinois 60134

IN WITNESS WHEREOF, the Grantor has set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

County of Kane

By:   
Karen McConnaughay  
Chairman, Kane County Board

ATTEST:

By: \_\_\_\_\_  
John Cunningham  
Kane County Clerk

STATE OF ILLINOIS )  
                                  ) ss  
COUNTY OF KANE )

I, the undersigned, a Notary Public in and for said County and State do hereby certify that Karen McConnaughay County Board Chairman and John Cunningham County Clerk both of the County of Kane, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes herein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public





**AN ORDINANCE PROVIDING FOR THE ADDITION OF  
MANNING ROAD FROM BIG TIMBER TO ILLINOIS ROUTE 47  
IN ITS ENTIRETY TO THE MUNICIPAL STREET SYSTEM  
OF THE VILLAGE OF HUNTLEY,  
McHENRY COUNTY AND KANE COUNTY, ILLINOIS**

**ORDINANCE (O) 2011-04.18**

Providing for the addition of Manning Road from Route 47 to Big Timber Road to the Municipal Street System of the Village of Huntley, McHenry and Kane County, Illinois.

Whereas the Village of Huntley and the County of Kane under date of April 14, 2011, entered into an agreement for transfer of jurisdiction of Manning Road to the Municipal Street System.

Now, therefore, be it ordained by the President and Board of Trustees of the Village of Huntley that Manning Road from Route 47 to Big Timber Road be added the Municipal Street System.

The Village Clerk is directed to forward a certified copy of this Ordinance to the State of Illinois through its Regional Engineer's office at Schaumburg, Illinois.

Certificate

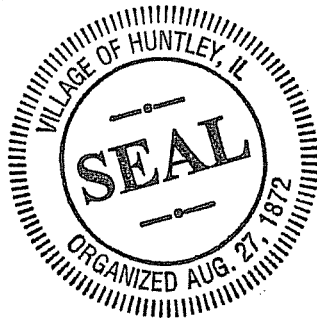
I, Rita M. McMahon, Village Clerk in and for the Village of Huntley in the Counties of McHenry and Kane in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of an ordinance passed by the Board of Trustees of the Village) of Huntley at its Village Board meeting held on April 14, 2011.

In testimony whereof, I have hereunto set my hand and affixed the seal of the Village of Huntley at my office this 14<sup>th</sup> day of April, 2011.

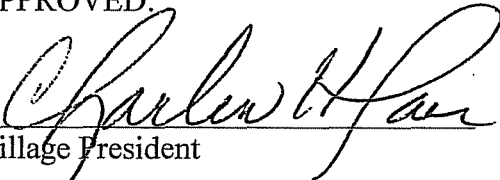
(SEAL)

AYES: Trustees Fender, Kadakia, Kanakaris, Leopold, Mercer and Piwko  
ABSENT: None  
NAYS: None  
ABSTAIN: None


PASSED and APPROVED this 14<sup>th</sup> day of April, 2011



APPROVED:

  
\_\_\_\_\_  
Village President

ATTEST:

  
\_\_\_\_\_  
Village Clerk