

Prepared by and Return to:  
J. Daniel McGrath, Jr.  
Assistant State's Attorney  
Will County State's Attorney's Office  
57 N. Ottawa Street  
Joliet, IL 60432

## ASSIGNMENT OF EASEMENT

**THIS ASSIGNMENT OF EASEMENT** (“Assignment”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **COUNTY OF WILL**, a Body Corporate and Politic of the State of Illinois, having an address of 302 N. Chicago Street, Joliet, IL 60432 (“Assignor”), and the **VILLAGE OF ROMEOVILLE**, an Illinois Municipal Corporation, whose address is 1050 W. Romeo Road, Romeoville, IL 60446 (“Assignee”).

### WITNESSETH:

**WHEREAS**, Assignor is the holder and beneficiary of a permanent easement (“Easement”) recorded as Document No. R\_\_\_\_\_ with the Will County Recorder’s Office over a previously constructed dry-bottom basin located at the southeast corner of Romeo Road (135<sup>th</sup> Street) and Weber Road in Romeoville, Illinois on a privately owned parcel (“PIN 11-04-05-100-007-0010”); and

**WHEREAS**, prior to the time Assignor obtained the Easement and prior to the time Assignor performed construction of the dry-bottom basin on the Easement, Assignor and Assignee entered into an Intergovernmental Agreement on June 27, 2017, whereby Assignor would construct a dry bottom storm water detention pond on the Easement (A copy of said Intergovernmental Agreement is attached hereto, incorporated herein by reference and marked **Exhibit “A”**); and

**WHEREAS**, Assignor, pursuant to said Intergovernmental Agreement, obtained a permanent easement on the Easement, and completed construction of the dry bottom storm water detention pond on the Easement; and

**WHEREAS**, consistent with the intent of said Intergovernmental Agreement, Assignor wishes to assign to Assignee the permanent easement obtained by the Assignor. The legal description of said permanent easement is attached hereto, incorporated herein by reference and marked **Exhibit “B”** and the plat of said Permanent Easement (1LQ0007PE) is attached hereto, incorporated herein by reference and marked **Exhibit “C”**; and

**WHEREAS**, Assignee wishes to accept the easement rights assigned herein and Assignor consents to the assignments herein.

**NOW THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that this Assignment is granted upon the following terms, conditions, covenants, and agreements by and between the parties.

- 1) **RECITALS**: The above recitals are true and correct and incorporated herein.
- 2) **ASSIGNMENT**: Assignor hereby transfers, assigns and sets over all of its right, title and interest in and to the Easement to the Assignee, it being acknowledged and understood that, consistent with the intent of Paragraph 8 of the Intergovernmental Agreement, Assignee shall in the future transfer, assign, and set over all of its right, title and interest in and to the Easement to the owner/developer of the property underlying the area of the Easement, who is also developing certain adjacent property, all pursuant to and in accordance with the terms and conditions of an annexation agreement approved or to be approved between the Village and the owner/developer of the property underlying the Easement area and such adjacent property.
- 3) **ENTIRE AGREEMENT**: This Assignment sets forth the entire agreement of the parties and may not be modified except in writing, executed by the parties hereto.
- 4) **EFFECTIVE DATE**: The Effective Date of this Assignment shall be the date upon which the last of the parties hereto have executed this Assignment, as demonstrated by the date under the signatures on the signature page.

THIS AREA INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed on the date first above written.

**COUNTY OF WILL**

**VILLAGE OF ROMEOVILLE**

By: \_\_\_\_\_  
Will County Executive

By: \_\_\_\_\_  
Mayor of the Village of Romeoville

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Will County Clerk

By: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “A”**  
**INTERGOVERNMENTAL AGREEMENT**

**INTERGOVERNMENTAL AGREEMENT FOR THE PROPOSED  
IMPROVEMENT OF WEBER ROAD FROM SOUTH OF 135TH  
STREET/ROMEO ROAD EXTENDING TO SOUTH OF NORMANTOWN ROAD  
IN THE COUNTY OF WILL**

**WHEREAS**, the Village of Romeoville is a Municipal Corporation situated in Will County, (hereinafter referred to as "VILLAGE") under and by virtue of the Constitution and laws of the State of Illinois and has acted in the exercise of its statutory authority in the exercise of this agreement; and

**WHEREAS**, the County of Will is a body corporate and politic (hereinafter referred to as the "COUNTY"); and

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may 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

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

**WHEREAS**, the COUNTY, in order to facilitate the free flow of traffic and provide safety to the motoring public, is desirous of improving Weber Road (County Highway 88) from south of 135<sup>th</sup> Street/Romeo Road extending to south of Normantown Road. The improvement provides for roadway widening, additional turn lanes, upgraded street lighting, modernization of the traffic signals, pedestrian facilities and landscaping. The improvement will be constructed as County Section: 14-00170-42-RP.

**WHEREAS**, Weber Road (County Highway 88) from south of 135<sup>th</sup> Street/Romeo Road extending to south of Normantown Road is currently under the jurisdiction of the COUNTY;

**WHEREAS**, the COUNTY and the VILLAGE have elected to cooperate with each other and set forth the rights and responsibilities of each party regarding the maintenance and cost of the Shared-Use Path, Concrete Sidewalk, Street Lighting, Traffic Signal Modernization, Illuminated Street Name Signs, Landscaping and Water Main.

**NOW THEREFORE**, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and VILLAGE agree as follows:

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1. The above Recitals are substantive and are incorporated herein by reference as if fully set forth in this paragraph 1.
2. The COUNTY shall construct at the VILLAGE'S expense; Shared-Use Path, Concrete Sidewalk, Street Lighting, Traffic Signal Modernization, Illuminated Street Name Signs, Landscaping and Water Main in accordance with COUNTY and VILLAGE Specifications.
3. The VILLAGE shall at its sole expense be responsible for all future costs and maintenance of the Shared-Use Path, Concrete Sidewalk, Street Lighting, Illuminated Street Name Signs, Landscaping and Water Main, including but not limited to energy costs and other utilities.
4. The COUNTY shall construct at the COUNTY'S expense the center medians along Weber with barrier curb and gutter, backfill with 4 inches of topsoil, seed and blanket. Future landscaping in the center medians will require approval of the plans and specifications by the COUNTY.
5. The VILLAGE shall at its sole expense be responsible for the future maintenance of the landscape median.
6. The COUNTY shall construct a dry bottom storm water detention pond within COUNTY right-of-way as a part of the roadway improvements. Upon completion of the improvements, the COUNTY shall deed ownership of the property containing the pond to the VILLAGE.
7. The VILLAGE shall be responsible for all maintenance of the pond and agrees to indemnify and hold harmless the COUNTY from any and all liability, actions, claims, judgments, damages, or awards, including reasonable attorney's fees, arising from this agreement and/or the maintenance or use of the pond.
8. At such a time that the adjacent property is sold and/or redeveloped, the VILLAGE shall deed ownership of the pond back to the underlying adjacent property owner. The property owner shall be made known that upon redevelopment of the parcel that they must accept stormwater runoff from the roadway as per the Water Resource Ordinance for Unincorporated Will County effective 6/17/2010.
9. The VILLAGE agrees to indemnify and hold harmless the COUNTY from any and all liability, actions, claims, judgments, damages or awards arising from this agreement and/or the maintenance or use of said Shared-Use Path, Concrete Sidewalk, Street Lighting, Traffic Signal Modernization, Illuminated Street Name Signs, Landscaping and Water Main, including reasonable attorneys' fees and court costs.

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10. All parties agree that the COUNTY shall retain and be responsible for routine maintenance of the traffic signals and all appurtenances at the intersection of Weber Road and 135 Street/Romeo Road and at Weber Road and Carillon Drive/Grand Boulevard with the exception of the Street Lighting, and Illuminated Street Signs.
11. All parties agree that the COUNTY shall repair future damage that may occur to the traffic signal and all appurtenances caused by motor vehicles, weather, or any other "Act of God" at the intersection of Weber Road and 135<sup>th</sup> Street/Romeo Road and at Weber Road and Carillon Drive/Grand Boulevard with the exception of the Street Lighting and Illuminated Street Name Signs.
12. All parties agree that the COUNTY shall retain and be responsible for energy costs of the traffic signal in its entirety at the intersection of Weber Road and 135<sup>th</sup> Street/Romeo Road.
13. All parties agree that the previous agreement outlining the responsibilities for energy costs of the traffic signal at the intersection of Weber Road and Carillon Drive/Grand Boulevard shall remain in effect.
14. All parties agree that the VILLAGE shall retain and be responsible for energy costs of the Street Lighting.
15. All parties agree that the COUNTY shall retain and be responsible for traffic signal timing
16. Upon award of the contract for the improvement, the COUNTY will invoice the Village for 90% (approximately \$807,495.59) of the amount of the estimated Village's share of the construction costs for the improvement as outlined in Exhibit "A". Upon completion of the improvement and final acceptance by the VILLAGE and the Will County Division of Transportation, the Village and the COUNTY will agree on each agency's final share of the costs for the improvement based on the final actual costs.
17. This document shall be the final embodiment of the Agreement by and between the COUNTY and VILLAGE. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper approvals of the COUNTY and the VILLAGE.
18. All provisions of this Agreement shall be deemed severable, and if for any reason any portion of this Agreement is deemed invalid or unenforceable, or contrary to or in conflict with then applicable law then in any of such events, the invalid, unenforceable, conflicting or materially incompatible provisions shall be severed and deleted from this Agreement, without affecting the validity or enforceability of other provisions hereof.

19. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

20. Venue for this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois and shall be governed by the laws of the State of Illinois irrespective of choice of law considerations.

21. Any notices under this Agreement shall be sent as follows:

If to the COUNTY:

Will County Engineer  
Will County Division of Transportation  
16841 West Laraway Road  
Joliet, Illinois 60433

Will County State's Attorney  
121 North Chicago Street  
Joliet, Illinois 60432

If to the VILLAGE:

Village of Romeoville  
1050 West Romeo Road  
Romeoville, IL 60446

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

Dated at Joliet, Illinois **this day of** \_\_\_\_\_ 2017.

*Theresa M. ...*  
\_\_\_\_\_  
Will County Clerk

*m. D. Jal*  
\_\_\_\_\_  
Will County Executive

(Seal)

Dated at Romeoville, Illinois, this st:ay of \_\_\_\_\_ 2017.

ATTEST:

By *Th. Bernice E. Holloway*  
\_\_\_\_\_  
Village Clerk

*John D. Cook*  
\_\_\_\_\_  
Mayor of the Village of Romeoville

(Seal)



Exhibit A  
Project Estimate of Cost Breakdown  
County Highway 88 (Weber Road)  
from south of 135th Street/Romeo Road extending to south of Normantown Road

Village of Romeoville Cost Participation Items

Item	Cost
Shared-Use Path	\$60,386.50
Concrete Sidewalk	\$251,119.40
Street Lighting	\$127,887.00
Traffic Signal Modernization (Carillon Drive/Grand Boulevard)	\$79,935.43
Illuminated Street Name Signs	\$36,000.00
Landscaping	\$57,400.00
Water Main	\$282,239.00
Sanitary Sewer	\$2,250.00
<b>ROMEOVILLE TOTAL</b>	<b>\$897,217.33</b>

GA w Village of Romeoville)

**EXHIBIT “B”**

**LEGAL DESCRIPTION OF PERMANENT EASEMENT  
(Parcel 1LQ0007PE)**

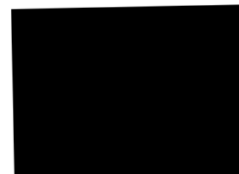
Route; 1-55  
Units: at Weber Road  
County: WRI  
Job No.: R-91-015--t5  
Parcel: 1LQ0D07PE  
Acreage: 747+00.00 to 750+99:46

That part of the West Half of the Northwest Quarter of Section 11, Township 36 North, Range 10 East of the Third Principal Meridian, all in Will County, Illinois, described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence South 01 degree 26 minutes 26 seconds East on a bearing based on the Illinois State Plane Coordinate System, NAD 83 (2011), East Zone, along the west line of said Northwest Quarter, 44.18 feet; thence North 87 degrees 53 minutes 23 seconds East, 33.00 feet to the east line of Weber Road for a Point of Beginning; thence North 01 degree 26 minutes 26 seconds West along said east line; 378.41 feet; thence North 75 degrees 26 minutes 42 seconds East, 71.79 feet; thence North 87 degrees 19 minutes 44 seconds East, 139.66 feet; thence South 01 degree 44 minutes 16 seconds East, 395.23 feet; thence South 87 degrees 53 minutes 23 seconds West, 211.61 feet to the Point of Beginning.

Said parcel containing 1.894 acres; more or less.

**P.I.N.: 11-04-05-100-007-0010**



**EXHIBIT “C”**

**DRAWING OF PERMANENT EASEMENT  
(Parcel 1LQ0007PE)**

$R = 15,414.51'$   
 $D = 00^\circ 22' 18''$   
 $L = 1040.86'$   
 $T = 520.63'$   
 $E = 8.79'$

PRC STA 738+56.85  
 N - 1,809,815.507  
 E - 1,041,402.346  
 PI STA 743+77.47  
 N - 1,810,333.953  
 E - 1,041,354.761  
 PT STA 748+97.70  
 N - 1,810,854.428  
 E - 1,041,342.265

POINT OF COMMENCEMENT  
 1L00007PE  
 1L00007TE-A  
 1L00007TE-B  
 POINT OF BEGINNING  
 1L00007  
 NORTHWEST CORNER OF  
 THE NORTHWEST QUARTER  
 OF SECTION 5-36-10  
 FOUND MAG NAIL W/ DISC  
 PER MONUMENT RECORD  
 RECORDED JANUARY 3, 2014  
 AS DOCUMENT R2014000586  
 STA 116+22.74  
 0.07' RT

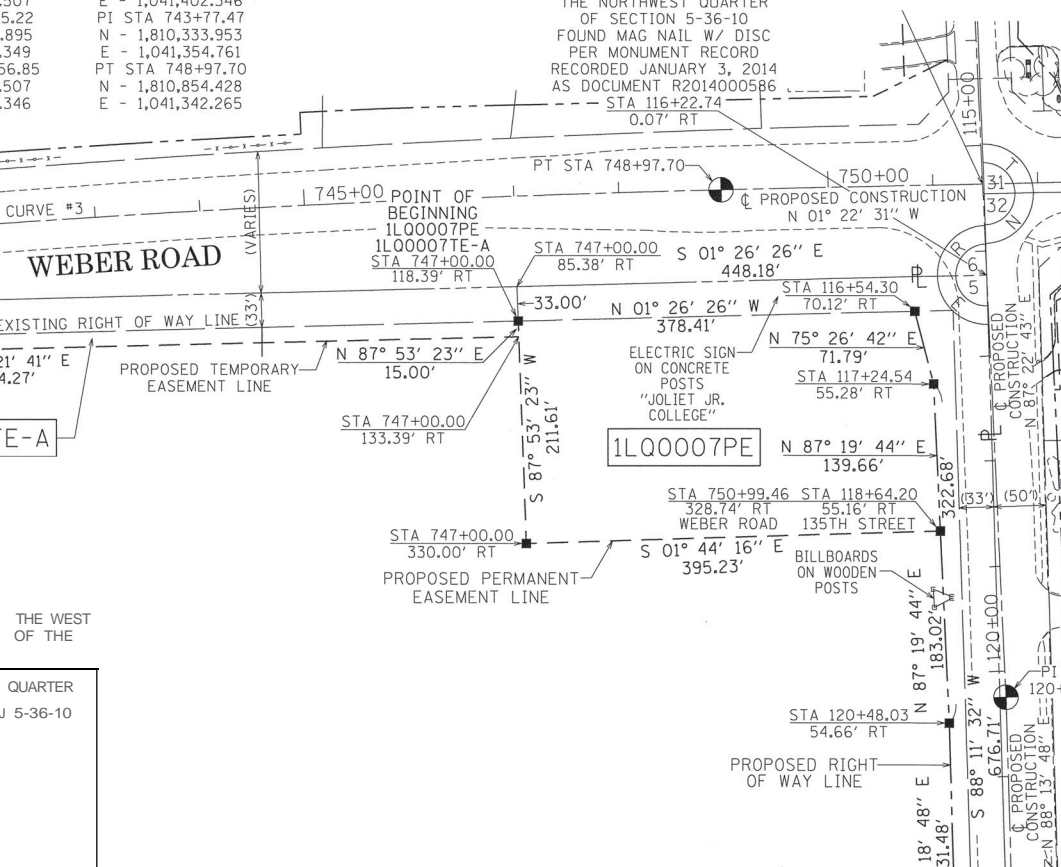


SECTION CORNER

16 \$

QUARTER  
15 SECTION  
CORNER

- SECTION - QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY IDEEDI LINE
- APPARENT PROPERTY LINE
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING ACCESS CONTROL LINE
- PROPOSED ACCESS CONTROL LINE



- 129'-32'
- 129'-32' (COMPI)
- 1129'-32'
- EXISTING BUILDING

- o IRON PIPE OR ROD FOUND
- + CUT CROSS FOUND OR SET
- al "MAG" NAIL SET
- e 5/8" REBAR SET

STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF H  
 MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY  
 DATA AND SURVEYORS REGISTRATION NUMBER.  
 STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREA

BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO  
 MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BE

SURVEYORS REGISTRATION NUMBER.  
 PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 ITO B  
 RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS  
 COUNTY OF COOK

THIS IS TO CERTIFY THAT I, WILLIAM J. FLEMING, AN ILLINOIS  
 SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN H  
 TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIP

ILLINOIS, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN  
 KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS ALL  
 MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT THE  
 POSITIONS SHOWN THEREON AND THAT THE MONUMENTS  
 THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT O

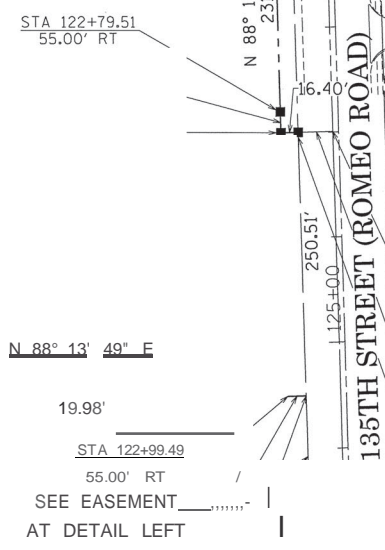
STATE OF ILLINOIS.  
 DATED AT CHICAGO, ILLINOIS THIS 21ST DAY OF OCTOBER, A

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3226  
 LICENSE EXPIRATION DATE: 11/30/2016

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS  
 MINIMUM STANDARDS OF PRACTICE FOR A BOUNDARY SURVEY.

GRID COORDINATES ARE BASED ON THE ILLINOIS STATE  
 PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 120111 AND  
 THE FOUND MAG NAIL WITH DISC AT THE NORTHWEST  
 CORNER OF SECTION 5-36-10 PER MONUMENT RECORD  
 RECORDED JANUARY 3, 2014 AS DOCUMENT R2014000586  
 HAS A VALUE OF 1,811,108.006 NORTH AND 1,041,422.336

STATION	OFFSET	NORTH	EAST
729+00.00	47.87' RT	1,808,862.813	1,041,511.808
729+00.00	61.51' RT	1,808,863.403	1,041,525.431
733+00.00	71.87' RT	1,809,264.407	1,041,515.427
733+00.00	76.87' RT	1,809,264.698	1,041,520.419
734+50.00	82.43' RT	1,809,415.393	1,041,516.659
734+50.00	92.44' RT	1,809,416.056	1,041,526.647
737+50.00	97.72' RT	1,809,717.360	1,041,509.127
737+50.00	107.74' RT	1,809,718.210	1,041,519.111
738+50.00	99.07' RT	1,809,817.701	1,041,501.630
738+50.00	104.08' RT	1,809,818.156	1,041,506.619
747+00.00	118.39' RT	1,810,661.177	1,041,466.583
747+00.00	133.39' RT	1,810,661.730	1,041,481.573
747+00.00	330.00' RT	1,810,668.969	1,041,678.053
750+99.46	328.74' RT	1,811,064.022	1,041,666.067
116+54.30	70.12' RT	1,811,039.471	1,041,457.070
117+24.54	55.28' RT	1,811,057.513	1,041,526.559
120+48.03	54.66' RT	1,811,072.551	1,041,848.884
122+79.51	55.00' RT	1,811,079.365	1,042,080.267
122+99.49	55.00' RT	1,811,079.982	1,042,100.237
177+99.49	1.00' RT	1,811,079.982	1,047,099.711



SEE EASEMENT \_\_\_\_\_  
 AT DETAIL LEFT  
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250.51'

PROPOSED TEMPORARY  
EASEMENT LINE

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STA 125+50.00  
56.00' RT

STA 122+99.49  
~~01+54.49' RT W~~

33.00'