

Agenda Item # 41

DISTRIBUTION:  
County Board  
County Clerk  
County Administrator  
Public Works

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER A.D., 2006 SESSION

JANUARY 16, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works & Transportation Committee presents herewith a Resolution authorizing execution of a Utility Easement Agreement with the Village of Long Grove for the installation of sanitary sewer facilities along Cuba Road associated with the Ela Pump Station and Force Main Improvements project; and requests its adoption.

Respectfully submitted,

	Aye	Nay
<i>Suzanne O'Kelly</i> CHAIR	✓	
<i>Ann B. Marino</i> VICE CHAIR	✓	
<i>Susan L. Grandner</i>	✓	
<i>Michael A. Abbott</i>	✓	
<i>Donna White</i>	✓	

PUBLIC WORKS AND TRANSPORTATION  
COMMITTEE

## RESOLUTION

WHEREAS, the County of Lake, through its Department of Public Works ("County"), owns and operates public sewer facilities in the Southeast Lake Facilities Planning Area; and

WHEREAS, it is necessary to construct a new sanitary sewer main along Cuba Road to better serve the sanitary sewer system users in the Southeast Lake area; and

WHEREAS, the Village of Long Grove has agreed to provide permanent utility easements and temporary construction easements to facilitate the installation of a sanitary sewer main along Cuba Road; and

WHEREAS, Utility Easement Agreements have been prepared that set forth the rights, responsibilities and obligations of each party; and

WHEREAS, execution of a Utility Easement Agreement must be authorized by Resolution of the County Board.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the County Board and the Clerk of said County be and they are hereby authorized and directed to execute the attached Utility Easement Agreements.

DATED AT WAUKEGAN, LAKE COUNTY, ILLINOIS THIS 16<sup>th</sup> day of January, 2007.

VILLAGE OF LONG GROVE

RESOLUTION NO. 2006-R-39

**A RESOLUTION APPROVING A UTILITY EASEMENT BETWEEN  
THE VILLAGE OF LONG GROVE AND THE  
COUNTY OF LAKE, DEPARTMENT OF PUBLIC WORKS (CUBA ROAD)**

**WHEREAS**, the Village and the County of Lake, Department of Public Works ("**County**"), desire to enter into a utility easement agreement to allow the County to locate sanitary sewer facilities under a portion of Cuba Road extending from Old McHenry Road to the Westernmost boundary of the Village which is a public road comprised of areas dedicated to the Village over which the Village has ownership as well as portions subject to prescriptive easements ("**Utility Easement Agreement**"); and

**WHEREAS**, the President and Board of Trustees of the Village have determined that it is in the best interests of the Village to approve the Utility Easement Agreement;

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

**Section 1: Recitals.** The recitals set forth above are incorporated as part of this Resolution by this reference.

**Section 2: Approval; Authorization.** The Utility Easement Agreement between the Village of Long Grove and the County is hereby approved in substantially the form attached to this Resolution as Exhibit A. The Village President and the Village Clerk are hereby authorized and directed to execute the Utility Easement Agreement on behalf of the Village of Long Grove.

**Section 3: 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 12th DAY OF December, 2006.

AYES: (6) Barry, Borawski, Hannon, Klein, Lazakis, and Schmitt

NAYS: (0)

APPROVED THIS 12th DAY OF December, 2006.

*Maria Rodriguez*  
Village President

ATTEST: *[Signature]*

*Deputy*

Village Clerk

# 4227445\_v2

**COUNTY EASEMENT**

Return to:

County of Lake, Department of Public Works  
650 Winchester Road  
Libertyville, IL 60048  
Attn: Superintendent/Director

**UTILITY EASEMENT AGREEMENT**

THIS AGREEMENT dated the 16<sup>th</sup> day of January, 200~~6~~<sup>7</sup> by and between the VILLAGE OF LONG GROVE ("Village") and the COUNTY OF LAKE, DEPARTMENT OF PUBLIC WORKS ("County"),

**Recitals**

A. The Village of Long Grove has jurisdiction over the portion of Cuba Road extending from Old McHenry Road to the Westernmost boundary of the Village of Long Grove which is a public road comprised of areas dedicated to the Village of Long Grove over which the Village has ownership as well as portions subject to prescriptive easements ("Property")

B. That the Village of Long Grove and the County of Lake are parties to a longstanding intergovernmental agreement, being the 1972 Long Grove / County of Lake Agreement for Sewage Disposal ("1972 Agreement"). To the extent that said 1972 Agreement may apply to any acts or events relating to this Utility Easement Agreement, the terms and provisions of the 1972 Agreement shall control, and be enforced.

C. The County desires to improve its sanitary sewer service by locating a force main and gravity sanitary sewer main or line under that portion of the Property as depicted on Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("*Easement Premises*").

D. The County has agreed that the force main and gravity sanitary sewer main or line shall be installed using horizontal directional drilling ("HDD") installation methods and, therefore, will minimize, other than at boring pits or where the HDD machine is located, any surface manifestations following construction and will not produce any degradation within the Easement Premises.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth herein and other good and valuable consideration paid by the County to the Village, the receipt and sufficiency of which are hereby acknowledged, the parties thereto mutually agree as follows:

**SECTION ONE: Grant of Easement on Easement Premises.** The Village hereby grants to the County, its successors and assigns, a perpetual easement and right of way to survey, construct, reconstruct, lay, use, own, operate, maintain, test, inspect, repair, replace, enlarge,

renew, alter, remove, or abandon in place (collectively, "*Installation*") a force main and gravity sanitary sewer main or line of such size, material, and number, and with such attachments, equipment, and appurtenances thereto as the County may deem necessary or desirable for its needs (collectively, "*Facilities*", subject to the terms and conditions hereinafter set forth, under the Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and any adjoining lands of the Village necessary for the exercise of the rights herein granted. Any and all existing utility easement rights are preserved. The County agrees that, during Installation of the Facilities, the storage and/or parking of vehicles, bedding materials and excavated materials shall be only on the pavement in the Easement Premises. During construction trucks shall be allowed to use Cuba Road for delivery or removal of equipments and material.

**SECTION TWO: Installation.** The County agrees that the Installation of the Facilities shall be done and completed in a good and workmanlike manner and in accordance with the plans for the "Ela Pump Station and Forcemain Improvements" prepared by Earth Tech. and last revised \_\_\_\_\_, 2006:, and: (a) that the Installation of the Facilities shall be performed utilizing horizontal directional drilling method, (b) that County shall notify Village not less than seven (7) days prior to the start of construction, (c) that the County's or its contractor's working hours shall be between 6:00 AM to 7:00 PM, except in case of an emergency, and that the Village will grant an exception to Village ordinance to permit work on weekends, if requested, (d) that as one lane of Cuba Road will be closed to traffic during construction, the County shall coordinate an alternate route with IDOT and the Village of Kildeer, (e) that traffic on Cuba Road shall be maintained at all times and that traffic shall be in one direction, heading westerly, during the entire construction period, and (f) that County and its contractors shall comply with the Village tree preservation ordinance (see, §5-16-3) and obtain a Village permit prior to removal of any tree(s); all at County's sole expense.

**SECTION THREE: Restoration, Removal.** Upon completion of any Installation activity by the County, its authorized agents, servants, employees, or contractors, the County agrees to (a) replace and grade all topsoil removed by the County; (b) restore all fences, roads, plantings, landscaping, and improvements to the condition existing prior to the Installation if damaged or removed by the County as a result of the Installation; (c) pavement on Cuba Road shall be restored to the center line of the road where pavement is damaged or at boring pit or HDD machine locations; and, (d) replace any and all sod removed by the County with sod of like quality; and (e) replace any and all natural grass removed by the County by seeding with a good quality seed. (f) replace any and all trees removed or damaged by the County with trees approved in accordance with Village approved species within the Village limits. The County further agrees to enter into a maintenance agreement for a period of one (1) year, following completion of construction, for Cuba Road pavement or patches where replacement or repair occurred during construction. In the event that the County no longer utilizes the Facilities, the County agrees to properly abandon the Facilities in such a manner so as to eliminate the possibility of any damage to the Property, including without limitation collapse.

**SECTION FOUR: Hold Harmless.** The County agrees to indemnify, save harmless, and defend the Village, its authorized agents, servants, employees, or contractors against all claims, causes of action, suits, damages, or demands (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the actions or inactions of the County or its authorized agents, servants, employees, or contractors in the Installation of the Facilities on the Easement Premises.

**SECTION FIVE: Reservation of Rights.** The Village hereby reserves the right to use the Easement Premises and adjacent property in any manner that will not prevent or interfere with the exercise by the County of the rights granted hereunder. The Village shall have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises.

**SECTION SIX: Remedies.** It is agreed that the parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement.

**SECTION SEVEN: Covenants Running with the Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Easement Premises and shall be binding upon and inure to the benefit of the Village and County and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation all subsequent owners of the Easement Premises or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of George Herbert Walker Bush, former President of the United States.

**SECTION EIGHT: Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person and receipted for on a business day at the address set forth below; (b) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (c) when delivered to the address listed below by any courier service; (d) on the date of transmission, if transmitted by telecopier at the telecopier number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below:

To Village:  
Village of Long Grove  
3110 RFD  
Long Grove, IL 60047  
Attn: Village Manager  
Fax (847) 634-9408

To County:

County of Lake, Department of Public Works  
650 Winchester Road  
Libertyville, IL 60048  
Attn: Superintendent/Director  
Fax (847) 377-7173

By notice complying with the requirements of this Section, each party shall have the right to change the addressee, the address of the addressee, or both for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

**SECTION NINE: Assignment of Rights.** The County may not assign its rights or delegate its duties under this agreement. in whole or in part without the consent of the Village.

**SECTION TEN: Amendment.** This Agreement may be modified, amended, or annulled only by the written agreement of the Village and the County.

**SECTION ELEVEN: Survival.** All representations and warranties contained herein shall survive the execution of this Agreement and the recordation thereof and shall not be merged.

**IN WITNESS WHEREOF,** the parties have executed or caused to be executed by their proper officers duly authorized to execute same.

**VILLAGE OF LONG GROVE**

By: Maria Roden

Its: Village President

ATTEST:

Karen Shubert

**COUNTY OF LAKE**

By: \_\_\_\_\_  
Suzi Schmidt, Chairman

Attest:

\_\_\_\_\_  
County Clerk

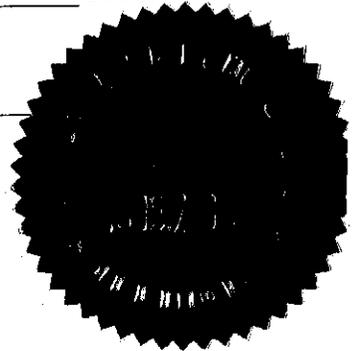


STATE OF ILLINOIS )  
COUNTY OF LAKE ) ss

I, David Lettspeich a Deputy Village Clerk in and for said County, in the State aforesaid, do hereby certify that Maria Rodriguez personally known to me to be the President of the Village of Long Grove, and Karen Scholtz personally known to me to be the Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the President and Clerk of the Village of Long Grove, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Village of Long Grove for the uses and purposes therein set forth.

Given under my hand and official seal this 19<sup>th</sup> day of December 2006.

[Signature]

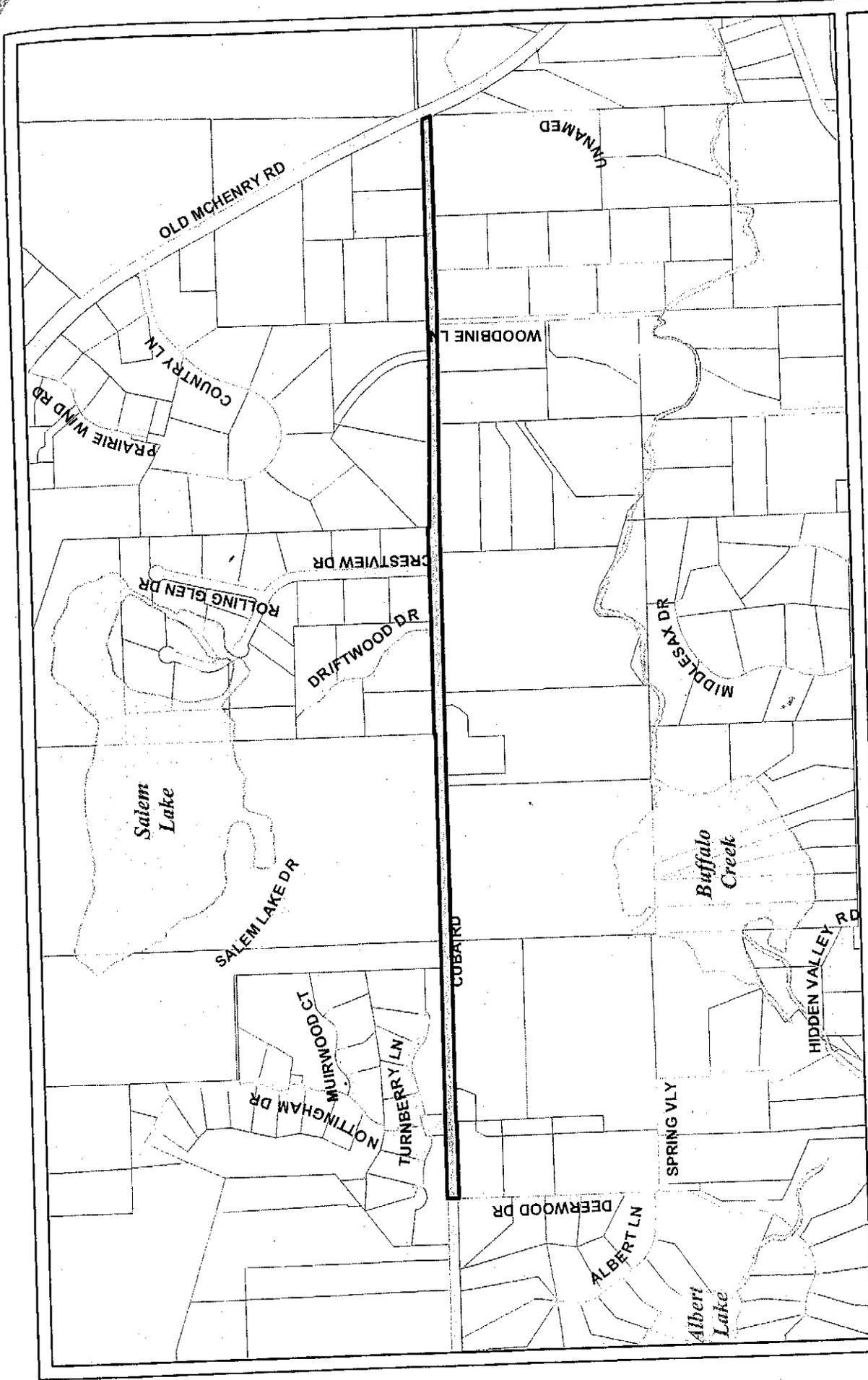


STATE OF ILLINOIS )  
COUNTY OF LAKE ) ss

I, \_\_\_\_\_, a Notary Public in and for said County and State aforesaid, do hereby certify that Suzi Schmidt, Chairman, and Willard Helander, County Clerk, who are personally known to me and whose names are subscribed to the foregoing instrument, appeared before me and signed and sealed said instrument in writing as their free and voluntary act, pursuant to authority given by the County Board of Lake County, Illinois.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2006, A.D.

\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT "A"**  
**CUBA ROAD EASEMENT**

**Lake County**  
 Department of Public Works  
 650 West Winchester Road  
 Libertyville, Illinois 60048  
 (847) 377-7500  
 (847) 377-7173 FAX

December 2006