DISTRIBUTION:
County Board
County Clerk
County Administrator
Public Works
Recorder of Deeds

Agenda Item # 32

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR JUNE A.D., 2007 SESSION

AUGUST 14, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works & Transportation Committee presents herewith a Resolution authorizing execution of a Permanent Non-Exclusive Water Main and Landscape Easement Including Temporary Construction Easement with the Grandwood Park Park District for the construction of water main and appurtenant structures; and requests its adoption.

Respectfully submitted,

	Aye	Nay
Diane O'Kelly	✓	
CHAIR		
[signature]	✓	
VICE CHAIR		
Michael A. Callett	✓	
Terese Douglass	✓	
Susan L. Greenhorst	✓	

PUBLIC WORKS AND TRANSPORTATION COMMITTEE

RESOLUTION

WHEREAS, the County of Lake, through its Department of Public Works ("County"), operates and maintains a water system in the Grandwood Park Area; and

WHEREAS, the Lake County Public Works Department is responsible for operation and maintenance of the water system; and

WHEREAS, the Lake County Public Works Department is constructing water main and water storage improvements to the Grandwood Park water system ; and

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

WHEREAS, execution of an 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 Easement Agreements.

DATED AT WAUKEGAN, LAKE COUNTY, ILLINOIS THIS 14th day of August, 2007.

Prepared by and after recording, return to:

Scott A. Puma, Esq.
Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.
415 W. Washington Street. - Suite 202
Waukegan, Illinois 60085

This space reserved for Recorder's use only.

PERMANENT NON-EXCLUSIVE WATER MAIN AND LANDSCAPE EASEMENT INCLUDING TEMPORARY CONSTRUCTION EASEMENT

The undersigned owner, **GRANDWOOD PARK PARK DISTRICT**, ("GRANTOR"), for ONE DOLLAR and NO CENTS ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and conveys, this ___ day of_____, 2007, to the **COUNTY OF LAKE** ("GRANTEE"), this permanent non-exclusive easement, together with the right of access thereto, in, on, upon, under, over, and across the real estate hereinafter described, for the following purposes:

A. To, from time to time, install, lay, construct, operate, maintain, repair, remove, reconstruct, replace, relocate, and renew a water main and any appurtenant structures;

B. To, from time to time, cut down, trim or remove any shrubs, trees, bushes, saplings, or other plants and to clear obstructions from the surface and subsurface including the removal of asphalt or other surface that interfere with the operation of or access to said installations in, on, upon, across, over, under or through said easement.

C. To construct the water main and appurtenant structures generally as provided on the Plan attached hereto as Exhibit B. GRANTOR agrees that any change or expansion from this Plan shall require the written consent of GRANTOR.

The legal description of this easement is the real estate located within the County of Lake, and the State of Illinois which is legally described on Exhibit A, attached hereto and made a part hereof (the "Property").

The easement is generally a part of parcel numbers 07072030 40 ___.

1. GRANTOR does hereby grant and convey to GRANTEE, this easement, which runs with the land in perpetuity, and hereby declares that the easement premises shall hereinafter be held, transferred, sold, conveyed, used and occupied subject to the following terms and conditions, which terms and conditions, taken together, shall constitute this WATER MAIN AND LANDSCAPE EASEMENT:

A. GRANTOR shall have and retain all rights to the use and occupation of said easement premises, except as herein expressly granted and provided; and such use and occupation by GRANTOR shall not be unnecessarily interfered with by any work performed under this grant of easement;

B. GRANTEE shall be permitted at all reasonable times to inspect the easement premises and to enter upon the easement premises to ensure that the terms of this easement are being fulfilled and to perform maintenance and necessary landscaping work.

C. Whenever GRANTEE shall enter the easement premises to exercise its rights, privileges or authorities under this easement, GRANTEE shall return the property to at least the same condition of cleanliness, grading and vegetation, seasonal change excepted, also including the replacement and repair of the driveway of asphalt or other surface as existed at the time of entry.

D. GRANTEE accepts responsibility for restoration from any construction damage relative to this easement which occurs after the date hereof.

E. GRANTEE shall forever be responsible for and maintain the water main and any appurtenant structures.

2. **Construction Easement**. GRANTOR, for ONE DOLLAR and NO CENTS ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to GRANTEE, its agents and employees, a non-exclusive easement, to enter upon and have access to the Property, for the express purpose of installing, constructing and laying a water main and any appurtenant structures thereto.

Upon completion of construction hereunder, GRANTEE shall advise GRANTOR that construction is finished.

A. **Conditions**. This provision is subject to the following terms and conditions:

1. Any time GRANTEE enters upon the Property for construction activities, GRANTEE shall provide reasonable notice of such activities in order to minimize disruption to GRANTOR'S programs.

2. GRANTEE shall attempt to provide at least seven (7) days notice of the date when it intends to initially begin construction on the water main.

B. **No Lien**. GRANTEE shall not permit any lien to stand against the Property or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Property at the direction or sufferance of the GRANTEE. In the event of any such lien attaching to the Property or any improvements thereon, GRANTEE shall immediately have such lien released and failure by GRANTEE to do so shall constitute a breach of this Agreement.

3. **Compliance with Laws**. All construction, maintenance, alteration, replacement, operation and repair of the Property GRANTEE shall comply with all applicable laws, statutes, building codes and regulations of general application (collectively, "Laws"). This Agreement does not abrogate or supersede any applicable Laws requiring the parties to obtain permits, licenses, inspections or approvals in order to construct, maintain, alter, replace, operate or repair the underground water main and appurtenant structures within the easement premises as contemplated herein.

4. This easement shall run with the land and be binding not only upon GRANTOR but also upon its successors, heirs, devisees, lessees and assigns and all other successors in interest to the easement premises or any portion thereof and shall continue as a servitude running in perpetuity with the land and shall survive any termination of GRANTOR'S existence. All rights herein granted to GRANTOR shall run for the benefit of and may be exercised by its successors, assigns, devisees, and duly authorized officers, representatives or agents.

5. GRANTEE hereby covenants and agrees to save, defend, indemnify and hold harmless GRANTOR from and against any and all, claim, demand, cause of action, suit, action (at law or in equity), judgment, liability, or expense, including but not limited to, reasonable attorneys' fees and court costs (at trial or on appeal), arising out of or in any manner pertaining to the performance of any maintenance, repair or construction irrespective of whether required, optional or voluntary, as may be performed by GRANTEE or any agent of GRANTEE, including but not limited to any personal injuries, death, property damages and contract or lien claims in respect to any such maintenance so performed.

6. GRANTEE shall provide a certificate of insurance or self-insurance which names GRANTOR as additional insured in such amounts as are required by GRANTEE from any contractor who performs any work or maintenance in or upon the Property.

7. **Breach; Remedies.** In the event of a violation or breach of any covenant or restriction contained herein by any party, the other party or parties shall give written notice of such violation to the defaulting party. If the defaulting party shall fail to cure such breach within fourteen (14) days after receipt of such notice, the complaining party shall have the right to (a) institute an action to enjoin or abate such violation or breach or (b) enter upon the easement premises, correct any such violation or breach and hold the defaulting party, it successors or assigns, responsible for the cost thereof. The complaining party shall have all available legal and equitable remedies to enforce the obligations hereunder of the defaulting party, its successors or assigns, and in the event that the defaulting party is found to have breached any

of its obligations hereunder, the defaulting party shall reimburse the complaining party for any costs or expenses incurred in connection therewith, including court costs and attorneys fees.

8. **Notices.** All notices or other communications given pursuant to this easement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or two days after deposit in the U.S. Mail, if sent postage prepaid by certified mail, return receipt requested, or by overnight courier by a nationally recognized service, addressed as follows:

If to GRANTOR: Grandwood Park Park District
36630 Hutchins Road
Gurnee, Illinois 60031

If to GRANTEE Lake County Department of Public Works
650 W. Winchester Road
Libertyville, Illinois 60048

IN WITNESS WHEREOF, GRANTOR has executed, sealed and delivered this easement and GRANTEE has caused this easement to be accepted and signed in its corporate name.

GRANTOR
GRANDWOOD PARK PARK DISTRICT

Robert W. Ells (seal)
By: ROBERT W. ELLS, PRESIDENT

ATTEST:

Diane LeClair (seal)
By: DIANE LECLAIR, SECRETARY

GRANTEE:
COUNTY OF LAKE

_____ (seal)
By: Suzi Schmidt, Chair

ATTEST:

_____ (seal)
By: Williard Helander, Clerk

EXHIBIT A

LEGAL DESCRIPTION

Property Address: 36630 Hutchins Road

PIN: 0707203040

LEGAL DESCRIPTION: LOT X, AS SHOWN ON THE PLAT OF RECORD OF GRANDWOOD PARK UNIT NO.4, A SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE 3RD P.M. ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1962 AS DOCUMENT NO. 1171983 IN BOOK 37 OF PLATS, PAGES 62 AND 63

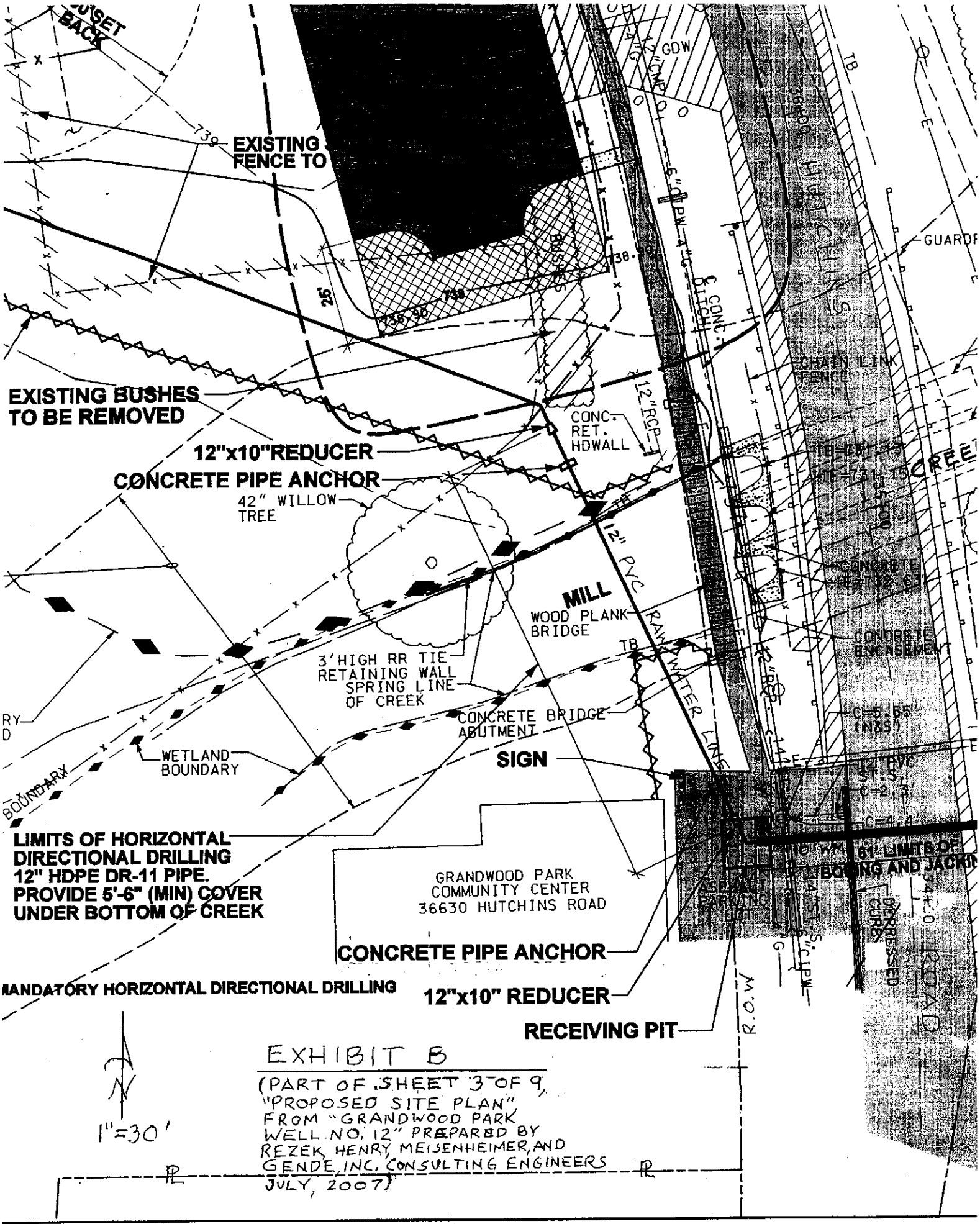

EXHIBIT B

(PART OF SHEET 3 OF 9, "PROPOSED SITE PLAN" FROM "GRANDWOOD PARK WELL NO. 12" PREPARED BY REZEK, HENRY, MEISENHEIMER, AND GENDE, INC. CONSULTING ENGINEERS JULY, 2007)