

RESOLUTION

WHEREAS, the Illinois Department of Transportation (IDOT) is making improvements to the bridge over Aptakistic Creek at Illinois Route 21; and

WHEREAS, the IDOT desires a permanent easement on the County property at the Des Plaines River Water Reclamation Facility in order to widen the roadway and bridge ; and

WHEREAS, in consideration of this easement the IDOT agrees to pay the County in the amount of \$2,500; and

WHEREAS, a Permanent Easement Agreement has been prepared that sets forth the rights, responsibilities and obligations of each party; and

WHEREAS, execution of a Permanent 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 Lake County Director of Public Works is hereby authorized and directed to execute the attached Agreement in the form substantially contained therein, with the Illinois Department of Transportation for a Permanent Easement on the Des Plaines River Water Reclamation Facility property at Illinois Route 21 and Aptakistic Creek.

DATED at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 11th day of September, A.D., 2007.

County of Lake
Name
Route: IL. 21/US 45
Section: Over Aptakistic Cr.
County: Lake
Job No.:R-91-059-01
Parcel No.:1DR0002PE
PIN No.:15-35-200-580
Address:20707 N. Hyw. 21
Deerfield, Illinois 60015

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That The County of Lake, of the State of Illinois, party of the first part, hereby covenants and agrees with the State of Illinois, acting by and through the Secretary of the Department of Transportation, party of the second part, as follows:

The party of the first part hereby represents that they are the owner in fee simple of the tract of land situated in the County of Lake and State of Illinois, and described as follows, to-wit:

See Legal Description Attached

The party of the first part hereby agrees with the party of the second part for and in consideration of the sum of Two Thousand Five Hundred Dollars (\$2,500.00) paid to the party of the first part by the party of the second part, or on behalf of said party, and the receipt of which is hereby acknowledged, the said party of the second part may and is hereby granted the right, easement and privilege to enter upon the tract of land described above for the purpose of highway and bridge construction.

The party of the first part hereby further agrees that the party of the second part may at any time in the future enter upon the said tract for the purpose of maintaining and repairing the highway appurtenances.

The said party of the first part hereby further agrees, for and in consideration of the sum herein named, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the part of the first part caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the party of the second part or its agents which may cause damage to the party of the first part's remaining property.

To these covenants and this agreement party of the first part hereby binds himself, his heirs, executors and assigns forever.

IN WITNESS WHEREOF, the party of the first part (has)(have) set ____ hand(s) and Seal, this _____ day of _____, A.D., 2007.

(SEAL) COUNTY CLERK

(SEAL) CHAIR, COUNTY BOARD

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

I, _____, a Notary Public, in and for said County and State aforesaid, do hereby certify that _____

who _____ personally known to me to be the same person__ whose name__ _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D., 2007.

(SEAL)

NOTARY PUBLIC

Route : F.A.P. 330 (IL 21/US 45)
Section: 1Y-B-R-1
County : Lake
Job No.: R-91-059-01
Parcel : 1DR0002P.E.
Sta. 9+962.487 To Sta. 10+009.668
Owner : County of Lake, Illinois

Index No. 15-35-200-580

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois, described as follows:

Commencing at the intersection of the center line of Milwaukee Avenue (Illinois Route 21) (U.S. Route 45) with the north line of lands conveyed by warranty deed recorded December 31, 1946 as document number 608393; thence on an assumed bearing of South 89 degrees 43 minutes 10 seconds West along the north line of lands conveyed by said warranty deed recorded as document number 608393, a distance of 53.18 feet to the westerly right of way line of Milwaukee Avenue (Illinois Route 21) (U.S. Route 45) and the point of beginning; thence continuing South 89 degrees 43 minutes 10 seconds West along the said north line of warranty deed recorded as document number 608393, a distance of 29.12 feet; thence northwesterly 147.88 feet along a curve to the right having a radius of 4430.70 feet, the chord of said curve bears North 18 degrees 42 minutes 59 seconds West, 147.87 feet to the south line of Lot 60 in Pekara Subdivision Unit No. 1 according to the plat thereof recorded September 24, 1954 as document number 838267, in Book 1278 of Records, page 597; thence South 88 degrees 41 minutes 47 seconds East along the south line of Lot 60 in said Pekara Subdivision Unit No. 1, a distance of 28.61 feet to the westerly right of way line of Milwaukee Avenue (Illinois Route 21) (U.S. Route 45); thence southeasterly 147.30 feet along the said westerly right of way line of Milwaukee Avenue (Illinois Route 21) (U.S. Route 45) on a curve to the left having a radius of 3956.64 feet, the chord of said curve bears South 19 degrees 00 minutes 23 seconds East, 147.29 feet to the point of beginning.

Said permanent easement containing 0.092 acre, more or less.

Said permanent easement to be used for highway purposes.