



# Lake County Illinois

## Master

**File Number: 08-0934**

**File ID:** 08-0934

**Type:** Resolution

**Status:** In Committee

**Version:** 1

**Reference:**

**Controlling Body:** Financial and Administrative Committee

**File Created Date :** 11/06/2008

**File Name:** Utility Easement for LCHD

**Final Action:**

**Title:** Resolution granting a utility easement to North Shore Gas on the Lake County Health Department's Grand Avenue Campus.

**Notes:**

**Sponsors:**

**Agenda Date:**

**Attachments:** Easement to Record for NSG ,WK-HEALTH DEPT EASEMENTSGAS11-5-08 11X17)

**Enactment Number:**

**Authorizer:**

**Hearing Date:**

**Entered by:** AMoreno@lakecountyil.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Financial and Administrative Committee	11/12/2008	Recommended for adoption to the Consent Agenda				Pass
	<b>Action Text:</b>	A motion was made by Member Mountsier, seconded by Member Calabresa, that this Resolution be Recommended for adoption to the Consent Agenda. The motion carried by the following vote:					
	<b>Notes:</b>	<i>Jerry Nordstrom explained this Resolution.</i>					
1	Lake County Board	11/18/2008					

### Text of Legislative File 08-0934

Title

Resolution granting a utility easement to North Shore Gas on the Lake County Health Department's Grand Avenue Campus.

Body

WHEREAS, the Lake County Health Department and Community Health Center is constructing new facilities on the Grand Avenue campus in Waukegan; and

WHEREAS, these construction projects require the relocation and replacement of various underground public utility services; and

WHEREAS the underground services for telephone, sewer, water, and cable television extend from south to north along the eastern edge of the property and the natural gas service provided by the North Shore Gas Company must be moved as a result of building construction; and

WHEREAS, North Shore Gas Company must place new underground infrastructure to provide natural gas service to existing buildings toward the northern end of the property and are requesting the dedication of an easement along the western edge of the property from Grand Avenue to Grandville Avenue as defined in the attached Plat of Easement for North Shore Gas Company; and

WHEREAS the timely establishment of this easement will allow for efficient and timely relocation of the existing natural gas services to avoid delays in the ongoing construction efforts; and

WHEREAS the property of the Grand Avenue campus as described in the Plat of Easement is owned by Lake County and any action to establish the requested easement must be authorized by the County Board.

NOW, THEREFORE BE IT RESOLVED, that the Lake County Board authorizes the Lake County Board Chairman and the Lake County Clerk to execute documents as necessary to grant the Plat of Easement for North Shore Gas Company as defined in the attached Plat of Easement.

DATED at Waukegan, Illinois, on this 18th day of November A.D., 2008.

#### Staff Summary

- Lake County Health Department and Community Health Center is constructing new facilities on the Grand Avenue campus in Waukegan.
- This project requires the relocation and replacement of various underground public utility services.
- The natural gas service provided by the North Shore Gas Company must be moved as a result of building construction.
- The Lake County Board needs to grant the utility easement because the County of Lake is the property owner.

**LAKE COUNTY, ILLINOIS  
UTILITY EASEMENT**



**P.I.N. 08-18-300-012  
SITE ADDRESS:  
3010 Grand Avenue  
Waukegan, IL 60085**

**OWNER ADDRESS:  
County of Lake  
18 N. County Street  
Waukegan, IL 60085**

**GRANT OF EASEMENT**

The undersigned owner and Grantor, **COUNTY OF LAKE**, in consideration of \$10.00 and other good and valuable consideration, the consideration of which is hereby acknowledged, does hereby grant to Grantee, **NORTH SHORE GAS COMPANY**, a perpetual right-of-way and easement in, upon, under and across the land hereafter specifically described Easement premises, for the purpose in ingress and egress for installation and maintenance of a Natural gas main and related appurtenances upon the premises described, and for no other purposes, except by granted authority from said owner.

Subject to the rights of the Grantor, **COUNTY OF LAKE**, to cultivate, use and occupy the land, except that no structure or object, permanent or temporary, shall be erected on hereinafter described easement premises, and that no digging or excavating shall be done along said easement that would in any way interfere with said right-of-way. Any existing structures within said easement shall be allowed to remain and may be maintained by the owner of said parcel.

**PERMANENT UTILITY EASEMENT PREMISES**

THE WESTERLY 10 FEET OF ALL THAT PART OF THE SOUTH HALF OF THE  
SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 45 NORTH RANGE  
12, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN  
LAKE COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF  
THE SOUTH WEST QUARTER OF SECTION EIGHTEEN (18) TOWNSHIP  
FORTY FIVE (45) NORTH, RANGE TWELVE (12) EAST OF THE THIRD

PRINCIPAL MERIDIAN AND RUNNING THENCE WEST SEVEN AND THIRTEEN HUNDREDTHS (7.13) CHAINS; THENCE SOUTH NINETEEN AND EIGHTY SEVEN HUNDREDTHS (19.87) CHAINS TO THE SOUTH LINE OF SAID SECTION; THENCE EAST SEVEN AND THIRTEEN HUNDREDTHS (7.13) CHAINS TO THE QUARTER SECTION LINE; THENCE NORTH TO THE PLACE OF BEGINNING, CONTAINING FOURTEEN AND SIXTEEN HUNDREDTHS (14.16) ACRES, MORE OR LESS, SUBJECT HOWEVER TO CERTAIN EASEMENTS CREATED BY TWO CERTAIN GRANTS FROM THE GRANTER HEREIN TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, RESPECTIVELY IN BOOK F OF CORPORATIONS ON PAGE 206 AND BOOK F OF CORPORATIONS ON PAGE 203.

(A Plat of the Easement Premises is attached hereto as Exhibit A.)

### **DURING CONSTRUCTION**

1. The integrity of private property surrounding the construction area will be maintained.
2. Roads and private driveways will be kept open at the close of each working day.

### **AFTER CONSTRUCTION**

1. All fences, roads and improvements will be repaired and restored to the original condition existing prior to beginning of construction.
2. Debris, brush, rocks, stumps and dirt generated during construction will be removed from the site.
3. Topsoil will be replaced, fine-graded, sodded or hydroseeded, and restored to its original state of usefulness, in the disturbed area.
4. For a period of one year after completion of restoration, trench surfaces will be maintained in a safe condition and restored to the original grade as necessary.

### **LIABILITY**

As a condition to acceptance of this grant of easement, the Grantee, **NORTH SHORE GAS COMPANY**, and its assigns, agree to hold the Grantor free and harmless from any and all lawsuits and claims, which may in any way result from any occurrence as a result of any act or omission of said Grantee. **NORTH SHORE GAS COMPANY**, its assigns, employees, or contractors operating on or adjacent to the area covered by the easement aforesaid.

### **STIPULATIONS**

It is covenanted and agreed between the Grantor and Grantee as follows:

1. The Grantor shall have and retain all rights to the use and occupation of said real estate, except as herein expressly granted and provided and such use and occupation by the Grantor shall not be unnecessarily interfered with by any construction work performed by Grantee under this grant.
2. The Grantor covenants and agrees that the Grantor will not in any manner disturb, damage, destroy, injure or obstruct said utility improvement, or any part or the appurtenances thereof, and will not obstruct or interfere with said Grantee, their contractors or sub-contractors or with the agents or employees of them or either of them, in the exercise of any rights, privileges, or authorities hereby given and granted.
3. The Grantees shall signify their acceptance of this grant and easement by the recording thereof.
4. The Grantor(s) is (are) the lawful record Owner(s) of the subject property and are authorized to execute this Easement instrument.
5. This indenture and covenants and agreements herein contained shall run with the land and shall be binding upon the Grantor, Grantees, lessees, successors, heirs, devisees and assigns, and any, either all of the same, of the parties hereto and shall be in full force and effect upon the recording of this instrument.
6. Upon completion of installation, or anytime thereafter, **NORTH SHORE GAS COMPANY** shall be responsible at **NORTH SHORE GAS COMPANY'S** expense to repair and restore the property, as reasonably close to the original condition existing prior to beginning of any construction.

Grantor herein, hereby releases and waives all rights under and by virtue of the Homestead Exception law of the State of Illinois, to the extent herein granted.

SIGNED, SEALED AND DELIVERED, this \_\_\_\_ day of November, 2008.

**COUNTY OF LAKE, Illinois**

BY: \_\_\_\_\_  
Chairman

Attest:

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

COUNTY OF LAKE            )  
  ) SS  
STATE OF ILLINOIS        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Suzi Schmidt, Chairman, and Willard Helander, County Clerk, personally known to me to be the same persons whose names are subjected to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered, said instrument as, their free and voluntary act for uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Prepared by and return to:

Michael J. Waller  
State's Attorney of Lake County  
18 N. County Street  
Waukegan, IL 60085

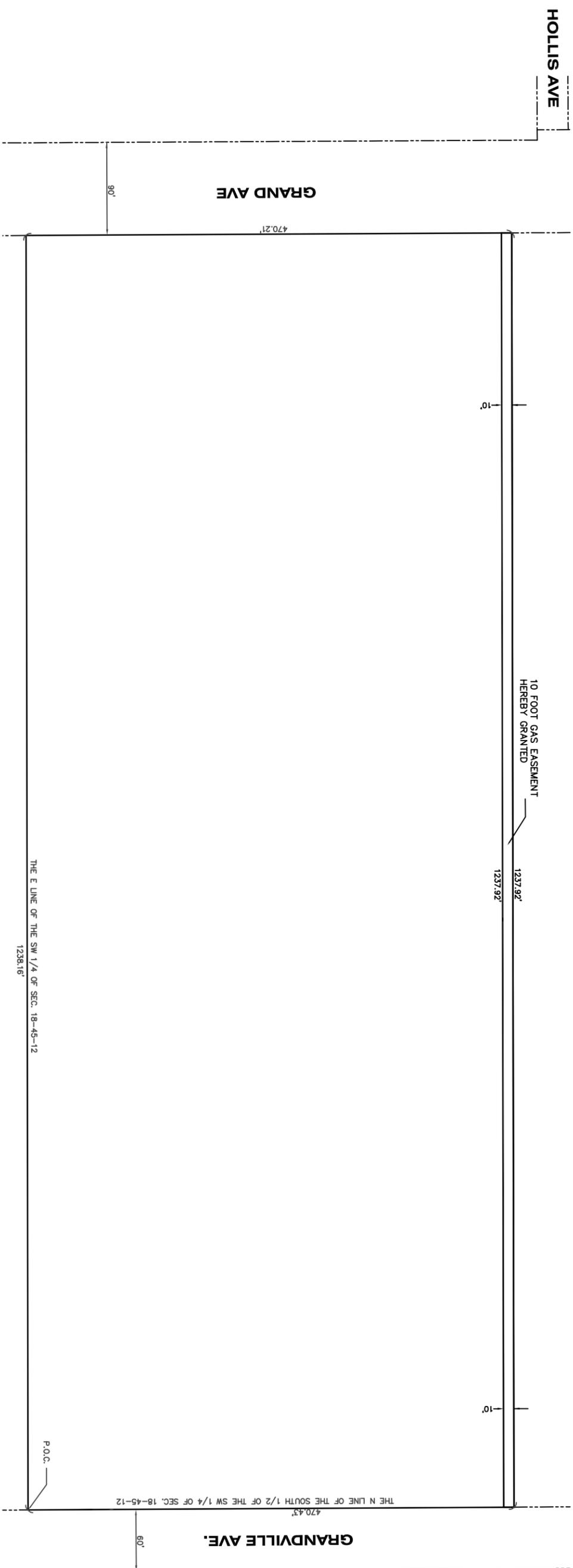
# PLAT OF EASEMENT

## FOR NORTH SHORE GAS COMPANY



THE WESTERLY 10 FEET OF ALL THAT PART OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION EIGHTEEN (18) TOWNSHIP FORTY FIVE (45) NORTH, RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF LAKE AND STATE OF ILLINOIS, DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION EIGHTEEN (18) TOWNSHIP FORTY FIVE (45) NORTH, RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN AND RUNNING THENCE WEST SEVEN AND THIRTEEN HUNDREDTHS (7.13) CHAINS, THENCE SOUTH NINETEEN AND EIGHTY SEVEN HUNDREDTHS (19.87) CHAINS TO THE SOUTH LINE OF SAID SECTION; THENCE EAST SEVEN AND THIRTEEN HUNDREDTHS (7.13) CHAINS TO THE PLACE OF BEGINNING, CONTAINING FOURTEEN AND SIXTEEN HUNDREDTHS (14.16) ACRES, MORE OR LESS, SUBJECT HOWEVER TO CERTAIN EASEMENTS CREATED BY TWO CERTAIN GRANTS FROM THE GRANTEE HEREIN TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, RESPECTIVELY IN BOOK F OF CORPORATIONS ON PAGE 206 AND BOOK F OF CORPORATIONS ON PAGE 203.



**UTILITY EASEMENT:**  
AN EASEMENT IS HEREBY GRANTED TO THE NORTH SHORE GAS COMPANY, ITS SUCCESSORS AND ASSIGNS TO INSTALL, CONSTRUCT, OPERATE, MAINTAIN, INSPECT, REPAIR, RENEW, REPLACE AND REMOVE UNDERGROUND PIPELINES, GAS MAINS AND SERVICE PIPES TOGETHER WITH THE NECESSARY VALVES, VALVE BOXES, REGULATORS AND OTHER ATTACHMENTS, CONNECTIONS AND FIXTURES FOR TRANSMITTING AND DISTRIBUTING GAS.

**NOTES:**  
1) GAS MAIN SHALL BE INSTALLED VIA DIRECTIONAL DRILLING OR SIMILAR METHOD TO MINIMIZE SURFACE DISRUPTION. EXISTING STRUCTURES, PAVEMENT AND TREES SHALL BE PROTECTED. LOCATION OF ANY SURFACE DISRUPTION SHALL BE APPROVED BY THE PROPERTY OWNER. ANY CONSTRUCTION METHOD THAT CAUSES POSSIBLE DAMAGE TO THE EXISTING STRUCTURES, PAVEMENT OR TREES SHALL NOT BE ALLOWED.  
2) ALL SITE RESTORATION WORK REQUIRED BY THE INSTALLATION OF THE GAS MAIN SHALL BE THE RESPONSIBILITY OF THE NORTH SHORE GAS COMPANY.

STATE OF ILLINOIS) S.S.  
COUNTY OF LAKE)  
I, HARRIAN M. DOLAND, AN ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR WITH  
McCLURE ENGINEERING ASSOCIATES, INC. DO HEREBY CERTIFY THAT THE PLAT OF  
EASEMENT HEREON HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION, FROM  
EXISTING PLATS AND RECORDS AND IS A CORRECT REPRESENTATION THEREOF.  
DATED AT  
WAUKEGAN, ILLINOIS, THIS 5th DAY OF November, A.D., 2008.  
BY: \_\_\_\_\_  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 39-3121  
LICENSE EXPIRES 11-30-08

REVISIONS	
NO.	DATE

SCALE	1" = 50'
DRAWN BY:	MM
CHECKED BY:	AMD
DATE	11-05-08

**McClure**  
Engineering Associates, Inc.  
2728 Grand Avenue  
Waukegan, IL 60085-2185  
Tel: 847-366-7100 Fax: 847-366-7185  
Design Firm License: 184-000616  
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**PLAT OF EASEMENT**  
WAUKEGAN - HEALTH DEPARTMENT  
CITY OF WAUKEGAN  
JOB NUMBER: 02-13-08-228  
LAKE COUNTY, ILLINOIS  
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