

After recording return to:

Polsinelli PC  
161 N. Clark St. Suite 4200  
Chicago, IL 60601  
Attn: Jason Kaplan, Esq.

Space above reserved for Recorder's use

### **UTILITY LINE EASEMENT AGREEMENT**

This UTILITY LINE EASEMENT AGREEMENT, dated as of this \_\_\_ day of \_\_\_\_\_, 2017, is made between the County of Lake, Illinois (hereinafter referred to as the “Grantor”) and IH Mundelein Owner, LLC, a Delaware limited liability company (together with its successors and assigns, hereinafter referred to as the “Grantee”).

#### **WITNESSETH:**

**WHEREAS**, Grantor holds a tract of land as Trustee under 35 ILCS 200/21-90, which is described on **Exhibit 1** attached hereto and hereafter referred to as “Parcel 1,” and which is commonly known as 25635 U.S. Highway 45, Mundelein, Illinois 60060;

**WHEREAS**, Grantee is the purchaser under a real estate contract of two tracts of land described on **Exhibit 2** attached hereto as follows and hereafter referred to as “Grantee Parcels” that is commonly known as 850 East U.S. Highway 45, Mundelein, Illinois 60060; and

**WHEREAS**, Grantee expects to close on the Grantee Parcels in the near future, becoming the owner of those parcels; and

**WHEREAS**, Grantee desires to locate and access existing water line facilities in, over, under, across and through the Easement Area, as defined in **Exhibit 3**, and Grantor desires to Grant to Grantee an easement for such purpose.

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by Grantor, the parties mutually agree as follows:

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1. Easement Effective upon Closing and its Recording. The easement contemplated in this document shall be effective and recorded only if Grantee closes on the Grantee Parcels under the real estate contract it has secured to acquire those parcels. If Grantee does not acquire the Grantee Parcels, this document shall not be recorded and will become void.

2. Grant of Easement. Subject to Paragraph 1, Grantor hereby grants, bargains, sells and conveys to Grantee, its transferees and successors in title or assigns, a permanent non-exclusive waterline easement (the “**Easement**”) for the purposes of laying, constructing, reconstructing, operating, inspecting, maintaining, altering, repairing, replacing, substituting, relocating, adding to, accessing and removing a waterline and/or its appurtenances (collectively, the “**Improvements**”) on, in, over, under, across and through that portion of Parcel 1 lying within the easement area depicted on and legally described on Exhibit 3 (the “**Easement Area**”). For reference, a map of the Easement Area is included as Exhibit 4.

3. Access. Grantee, its agents, successors and assigns, shall have the right to ingress and egress to, in, over, under, across and through the Easement Area for any purpose necessary for the construction, reconstruction, operation, inspection, maintenance, alteration, repair, replacement, substitution, relocation, addition to, and removal of the Improvements, and to remove objects interfering therewith. In all cases, except for times of emergency, Grantee will notify Grantor in writing in advance of its intentions to exercise the right to ingress and egress in and to the Easement Area described herein.

4. Grantor’s Reservations. The Easement herein granted is and shall be expressly subject to any easements already existing or granted concurrently herewith in, over, upon and across the Easement Area. Grantor reserves and retains the right to convey easements over the Easement Area to such other persons or entities as Grantor may deem proper for any purpose which does not materially interfere with or prevent the use by Grantee of the Easement herein granted. Grantor may utilize the Easement Area for any purpose not inconsistent with the Easement; provided, however, Grantor shall not construct or place any structure, building, landscaping, trees or any other obstruction on or over any part of the Easement Area dedicated to the Improvements without the approval of Grantee, which approval shall not be unreasonably conditioned, delayed, or withheld.

5. Restoration of Surface Area. Except as may be otherwise provided by exercise of the reservation of rights described in Section 2 herein, upon completion of any of its activities thereon, Grantee, at its sole cost and expense, shall restore the Easement Area, including the surface of the ground and all landscaping, substantially to its original level and condition.

6. Abandonment. Grantee agrees that at such time and in the event the Easement described herein be abandoned by Grantee, this Agreement shall terminate automatically and Grantor shall thereafter own the Easement Area free and clear of encumbrance by the Easement.

7. Warranty of Title. Grantor covenants and warrants that as of the date of this Agreement, it is the owner of the Easement Area and has the right, title, and capacity to grant the Easement herein conveyed.

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such change to the other party, in any manner above specified.

13. Entire Agreement. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing that is signed by all parties to this Agreement and which is then recorded in the office of the Recorder of Deeds, Lake County, Illinois. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations, discussions, writings and agreements between them in connection therewith.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Miscellaneous. Whenever a transfer occurs in the ownership of a Parcel or part thereof, the transferor shall have no further liability for breach of covenant occurring thereafter as to such land or easement which has been transferred. Each Owner agrees to look solely to the interest of the owner of the Parcel (or part thereof) for the recovery of any judgment from such owner, it being agreed that neither the owner of the Parcel nor its partners, directors, officers, members, managers or shareholders shall ever be personally liable for such judgment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor and the Grantee have hereunder set their hands and seals this \_\_\_ day of \_\_\_\_\_, 2017.

**GRANTOR:**

**County of Lake**

By: \_\_\_\_\_  
Its County Administrator

Attest: \_\_\_\_\_  
County Clerk

**GRANTEE:**

**IH Mundelein Owner, LLC, a Delaware  
limited liability company**

By: IHOP JV, LLC, its Managing Member

By: Innovative Health, LLC, its Manager

By: \_\_\_\_\_  
Name: Bradley S. Haber  
Title Manager

**Exhibit 1**

Parcel 1 – Grantor Parcel

PIN 15-06-203-019

LOT I-B IN OAK CREEK PLAZA, BEING A SUBDIVISION OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 1987 AS DOCUMENT 2598018, AND CORRECTED BY DOCUMENTS 2666194, 2666195, 2687774 AND 2724030, IN LAKE COUNTY, ILLINOIS

**Exhibit 2**

Grantee Parcels

PIN 15-06-200-022 (Parcel 1)

PARCEL 1:

THAT PART OF LOT 1 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF U.S. ROUTE 45, WHICH IS 250 FEET SOUTHEASTERLY OF A POINT WHERE THE EAST LINE OF THE WEST 302.5 FEET OF SAID LOT 1 INTERSECTS THE CENTER LINE OF U.S. ROUTE 45; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE CENTER LINE OF U.S. ROUTE 45, A DISTANCE OF 352 FEET; THENCE SOUTHEASTERLY PARALLEL WITH SAID CENTER LINE, 407.5 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO SAID CENTER LINE 352 FEET TO SAID CENTER LINE; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, 407.5 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PIN 15-06-200-058 (Parcel 2)

PARCEL 2:

THAT PART LYING NORTHEASTERLY OF THE CENTER LINE OF U.S. ROUTE 45 AND WEST OF THE WESTERLY LINE OF THE 210 FEET STRIP OF LAND OWNED AND USED BY THE COMMONWEALTH EDISON COMPANY OF LOT 1 OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SOUTHEASTERLY AND EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE CENTER LINE OF U.S. ROUTE 45 WHICH IS 250 FEET SOUTHEASTERLY OF A POINT WHERE THE EAST LINE OF THE WEST 302.5 FEET OF SAID LOT 1 INTERSECTS THE CENTER LINE OF SAID U.S. ROUTE 45; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE CENTER LINE OF U.S. ROUTE 45, A DISTANCE OF 375 FEET; THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF SAID WEST 302.5 FEET OF SAID LOT 1 TO THE NORTH LINE OF SAID LOT 1 (EXCEPT THEREFROM THAT PART THEREOF DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 1 WITH THE CENTER LINE OF U.S. ROUTE 45; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID U.S. ROUTE 45, 620.49 FEET TO THE SOUTHERN MOST CORNER AND THE PLACE OF BEGINNING OF THIS EXCEPTION; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SAID U.S. ROUTE 45, 258.0 FEET; THENCE NORTHWESTERLY PARALLEL TO THE CENTER LINE OF U.S. ROUTE 45, 168.84 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF

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U.S. ROUTE 45, 258 FEET TO THE CENTER LINE OF U.S. ROUTE 45; THENCE SOUTHEASTERLY 168.84 FEET TO THE PLACE OF BEGINNING, EXCEPT ALONG THEREFROM THAT PART THEREOF, IF ANY, DESCRIBED AS: BEGINNING AT A POINT IN THE CENTER OF U.S. ROUTE, 608 FEET SOUTHEASTERLY FROM THE INTERSECTION OF THE CENTER LINE OF U.S. ROUTE 45 AND THE WEST LINE OF SAID LOT 1; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE CENTER LINE OF U.S. ROUTE 45, 60 FEET; THENCE NORTHWESTERLY PARALLEL TO THE CENTER LINE OF U.S. ROUTE 45 TO A POINT WHICH IS 302.5 FEET EAST FROM THE WEST LINE OF SAID LOT 1; THENCE SOUTH TO THE CENTER OF U.S. ROUTE 45; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF U.S. ROUTE 45 TO THE PLACE OF BEGINNING, AND (EXCEPT THAT PART OF LOT 1 OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF U.S. ROUTE 45, WHICH IS 250 FEET SOUTHEASTERLY OF A POINT WHERE THE EAST LINE OF THE WEST 302.5 FEET OF SAID LOT 1 INTERSECTS THE CENTER LINE OF U.S. ROUTE 45; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE CENTER LINE OF U.S. ROUTE 45, A DISTANCE OF 352 FEET; THENCE SOUTHEASTERLY PARALLEL WITH SAID CENTER LINE, 407.5 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO SAID CENTER LINE, 352 FEET TO SAID CENTER LINE; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, 407.5 FEET TO THE PLACE OF BEGINNING, AND ALSO EXCEPT PART OF LOT 1 OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF U.S. ROUTE 45, 1,244.84 FEET SOUTHEASTERLY OF THE WEST LINE OF LOT 1 OF THE NORTHEAST QUARTER; THENCE NORTHEASTERLY PERPENDICULAR TO SAID CENTER LINE, 258.0 FEET; THENCE SOUTHEASTERLY PARALLEL WITH SAID CENTER LINE 192.25 FEET TO THE WEST LINE OF COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, 314.90 FEET TO SAID CENTER LINE; THENCE NORTHWESTERLY ALONG SAID CENTER LINE 372.79 FEET TO THE PLACE OF BEGINNING), IN LAKE COUNTY, ILLINOIS.

**Exhibit 3**

Easement Area (Grantor Parcel)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT I-B IN OAK CREEK PLAZA BEING A SUBDIVISION OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AUGUST 4, 1987 PER DOCUMENT NUMBER 2598018; THENCE SOUTH 89 DEGREES 54 MINUTES 58 SECONDS WEST, MEASURED, (NORTH 89 DEGREES 33 MINUTES 28 SECONDS WEST, RECORD), ALONG THE NORTH LINE OF SAID LOT, 460.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 05 MINUTES 02 SECONDS EAST, 15.00 FEET TO THE SOUTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 54 MINUTES 58 SECONDS WEST, MEASURED, (NORTH 89 DEGREES 33 MINUTES 28 SECONDS WEST, RECORD) ALONG SAID LINE, 15.00 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 02 SECONDS WEST, 15.00 FEET TO SAID NORTH LINE; THENCE NORTH 89 DEGREES 54 MINUTES 58 SECONDS EAST, MEASURED, (SOUTH 89 DEGREES 33 MINUTES 28 SECONDS EAST, RECORD) 15.00 FEET TO THE PLACE OF BEGINNING.

