

**LAKE COUNTY, ILLINOIS  
EASEMENT AGREEMENT FOR SANITARY  
SEWER**

**PARCEL IDENTIFICATION NUMBER(S):  
SITE ADDRESS:**

**OWNER ADDRESS:  
Vernon Hills Park District**



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Lake County IL Recorder  
Mary Ellen Vanderventer Recorder  
File **6754022**

THIS PUBLIC SANITARY SEWER EASEMENT AGREEMENT ("Agreement") is made and entered into as of this 26<sup>th</sup> day of May, 2011, by and between the Vernon Hills Park District, Lake County Illinois ("Park District") and the County of Lake ("County"). The Park District and the County are hereinafter sometimes individually referred to as a "Party" and together as the "Parties".

In consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, District and County agree as follows:

**PERPETUAL PUBLIC SANITARY SEWER EASEMENT**

Subject to the terms and conditions set forth in this Agreement, District hereby grants to the County, without covenants or warranties of any kind, a perpetual easement for the purpose of the installation, maintenance and repair of a public sanitary sewer ("Easement Activities"), and reasonable rights of ingress and egress necessary for the exercise thereof, and for no other purpose, in, upon, under and across over the following property owned by the Park District; being ("Easement Premises", sometimes hereafter referred to as "Licensed Premises") a strip of land 20 feet in width, said strip lying adjacent to the "Seavey Ditch", as shown on Exhibit A attached to and made a part of this Agreement, and located in the Northeast 1/4 of Section 8, Northwest 1/4 of Section 9 and Southwest 1/4 of Section 4, Township 43 North, Range 11 East, Lake County, Illinois, being more particularly described as follows:

THAT PART OF OUTLOT NO. 1 IN A RESUBDIVISION OF A RESUBDIVISION OF VERNON HILLS COUNTRY CLUB ESTATES UNIT III, BEING A RESUBDIVISION OF A RESUBDIVISION IN SECTIONS 8 AND 9, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED MAY 15, 1975 AS DOCUMENT NO. 1708785 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY

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CORNER OF SAID OUTLOT NO. 1; THENCE SOUTH 41 DEGREES 42 MINUTES 57 SECONDS EAST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES EAST ZONE 1983 DATUM) ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT NO. 1, A DISTANCE OF 38.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 31 DEGREES 31 MINUTES 47 SECONDS EAST, A DISTANCE OF 132.17 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 115 IN BLOCK 6 OF SAID RESUBDIVISION OF A RESUBDIVISION OF VERNON HILLS COUNTRY CLUB ESTATES UNIT III; THENCE NORTH 48 DEGREES 17 MINUTES 03 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE AND THE SOUTHEASTERLY LINE OF LOT 116 IN SAID BLOCK 6, A DISTANCE OF 69.38 FEET TO A BEND POINT IN SAID LOT 116; THENCE SOUTH 31 DEGREES 31 MINUTES 47 SECONDS WEST, A DISTANCE OF 204.63 FEET TO A POINT ON SAID SOUTHWESTERLY LINE OF OUTLOT NO. 1; THENCE NORTH 41 DEGREES 42 MINUTES 57 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 20.89 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

ALSO:

THAT PART OF OUTLOT NO. 1 AND OUTLOT NO. 2 IN A RESUBDIVISION OF A RESUBDIVISION OF VERNON HILLS COUNTRY CLUB ESTATES UNIT III, BEING A RESUBDIVISION OF A RESUBDIVISION IN SECTIONS 8 AND 9, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED MAY 15, 1975 AS DOCUMENT NO. 1708785 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID OUTLOT NO. 1; THENCE SOUTH 41 DEGREES 42 MINUTES 57 SECONDS EAST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES EAST ZONE 1983 DATUM) ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT NO. 1, A DISTANCE OF 79.87 FEET TO THE POINT OF INTERSECTION WITH A LINE 20.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF LOTS 117 THRU 129 IN BLOCK 6 OF SAID RESUBDIVISION OF A RESUBDIVISION OF VERNON HILLS COUNTRY CLUB ESTATES UNIT III, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 31 DEGREES 31 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1,083.26 FEET; THENCE NORTH 44 DEGREES 46 MINUTES 17 SECONDS EAST ALONG A LINE 20.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LOINE OF LOTS 130 THRU 135 IN SAID BLOCK 6, A DISTANCE OF 348.66 FEET; THENCE NORTH 34 DEGREES 40 MINUTES 55 SECONDS EAST ALONG A LINE 20.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF LOTS 136 AND 137 IN SAID BLOCK 6, A DISTANCE OF 177.60 FEET; THENCE NORTH 15 DEGREES 17 MINUTES 57 SECONDS WEST ALONG A LINE 20.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEAST LINE OF LOTS 137 AND 138 IN SAID BLOCK 6, A DISTANCE OF 25.09 FEET; THENCE NORTH 31 DEGREES 38 MINUTES 03 SECONDS EAST, A DISTANCE OF 128.36 FEET; THENCE NORTH 21 DEGREES

20 MINUTES 48 SECONDS EAST, A DISTANCE OF 2.42 FEET TO A POINT ON THE SOUTHERLY LINE OF THE FUTURE EXTENSION TO MILWAUKEE ROAD (U.S. ROUTE 21) AS DEDICATED PER DOCUMENT NO. 1708785; THENCE SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 21.46 FEET; THENCE SOUTH 21 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 12.02 FEET; THENCE SOUTH 31 DEGREES 38 MINUTES 03 SECONDS WEST, A DISTANCE OF 148.85 FEET; THENCE SOUTH 15 DEGREES 17 MINUTES 57 SECONDS EAST, A DISTANCE OF 10.77 FEET; THENCE SOUTH 34 DEGREES 40 MINUTES 55 SECONDS WEST ALONG A LINE 30.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOTS 136 AND 137 IN BLOCK 6, A DISTANCE OF 170.08 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 17 SECONDS WEST ALONG A LINE 30.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOTS 130 THRU 135 IN BLOCK 6, A DISTANCE OF 348.59 FEET; THENCE SOUTH 31 DEGREES 31 MINUTES 47 SECONDS WEST ALONG A LINE 30.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOTS 117 THRU 129 IN BLOCK 6, A DISTANCE OF 1,085.11 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID OUTLOT NO. 1; THENCE NORTH 41 DEGREES 42 MINUTES 57 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 10.44 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

ALSO:

THAT PART OF PARCEL C IN DEERPATH UNIT NO. 3, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED JANUARY 14, 1976 AS DOCUMENT NO. 1747866 AND CORRECTED BY DOCUMENT NUMBERS 1767119 AND 1881259 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 138 IN BLOCK 6 OF THE RESUBDIVISION OF A RESUBDIVISION OF VERNON HILLS COUNTRY CLUB ESTATES UNIT III, BEING A RESUBDIVISION OF A RESUBDIVISION IN SECTIONS 8 AND 9, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED MAY 15, 1975 AS DOCUMENT NO. 1708785; THENCE NORTH 0 DEGREES 03 MINUTES 25 SECONDS EAST, (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES EAST ZONE 1983 DATUM) A DISTANCE OF 100.00 FEET TO THE NORTHERLY LINE OF THE FUTURE EXTENSION OF MILWAUKEE ROAD (U.S. ROUTE 21) AS DEDICATED PER DOCUMENT NO. 1708785; THENCE SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 158.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 484.28 FEET; THENCE NORTH 23 DEGREES 33 MINUTES 05 SECONDS WEST, A DISTANCE OF 290.69 FEET; THENCE NORTH 26 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 55.06 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE LAKE COUNTY PUBLIC WORKS PUMP

STATION AS DESCRIBED IN DOCUMENT NO. 1600892; THENCE SOUTH 63 DEGREES 15 MINUTES 39 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 26 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 45.57 FEET; THENCE SOUTH 23 DEGREES 33 MINUTES 05 SECONDS EAST, A DISTANCE OF 289.71 FEET; THENCE SOUTH 21 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 484.75 FEET TO A POINT ON SAID NORTHERLY LINE OF THE FUTURE EXTENSION TO MILWAUKEE ROAD (U.S. ROUTE 21); THENCE NORTH 89 DEGREES 56 MINUTES 35 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 21.46 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Subject to the perpetual easement rights granted to the County in this Agreement, the Park District shall have the right to cultivate, use and occupy the Easement Premises, except that no structure or object, permanent or temporary, shall be erected on the Easement Premises and no digging or excavating shall be done along said Easement Premises that would in any way interfere with the Easement Activities.

**TEMPORARY CONSTRUCTION LICENSE**

The Park District further grants to the County temporary rights of ingress and egress over, along and across the following portions of Park District property other than the Easement Premises ("License Premises") as has been determined necessary to conduct the Easement Activities: parcels of land lying adjacent to the "Seavey Ditch", and located in the Northeast 1/4 of Section 8, Northwest 1/4 of Section 9 and Southwest 1/4 of Section 4, Township 43 North, Range 11 East, Lake County, Illinois, being more particularly described as follows: Lot L in the Resubdivision of Vernon Hills Country Club Estates Unit Three, being a resubdivision in Sections 8 and 9, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat recorded June 21, 1962 as Document No. 1152777. ALSO: Outlot No. 1 and Outlot No. 2 in the Resubdivision of a Resubdivision of Vernon Hills Country Club Estates Unit III, being a resubdivision of a resubdivision in Sections 8 and 9, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat recorded May 15, 1975 as Document No. 1708785. ALSO: Parcel C in DeerPath Unit No. 3, being a subdivision of the Southwest Quarter of Section 4, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat recorded January 14, 1976 as Document No. 1747866 and corrected by certificates of correction recorded as Document Nos. 1767119 and 1881259 all in Lake County, Illinois.

The foregoing grants of perpetual easement and temporary construction license are subject to and conditioned upon the following provisions which shall apply to the conduct of the initial and all subsequent Easement Activities:

**PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES:**

1. The County shall consult with the Park District to identify trees requiring removal, or other mature landscape features that may be adversely affected by the

Easement Activities and if and as appropriate develop a plan for protection of same including maintenance of separation from the drip line of trees.

2. The County shall consult with the Park District to develop an agreed upon route for heavy machinery and equipment across Park District property and placement of materials on Park District Property.
3. The County shall notify property owners within 150' of the project reasonably in advance of the commencement of construction activities.

**DURING CONSTRUCTION:**

1. The County and its contractors shall maintain the integrity of private property surrounding the construction area.
2. The County and its contractors shall maintain the existing recreational path open as much as safe and practical. A pedestrian detour plan will be implemented to route park and path users around the construction site. The County/its contractors shall take appropriate measures to warn the public of any dangers associated with the Easement Activities and to protect the public from same, including but not limited to the erection of any necessary barricades or fences and use of warning signs. Any trenches left overnight shall be properly fenced.
3. The County/its contractors shall properly secure any equipment and machinery or materials left overnight. Park District shall have no liability or responsibility for the security, safety or condition thereof.
4. The County of Lake and its contractor will be allowed to remove trees within the easement for the purpose of installing the sewer. Effort will be made to preserve as many trees as practical.
5. The Easement Activities shall be conducted in a good workmanlike and safe manner.

**AFTER CONSTRUCTION**

1. The recreational path will be restored by the County and its contractors with 2" bituminous surface overlay in the work area. The limits of the work area are shown on "Exhibit-B".
2. All fences, roads, street lighting, park equipment and other improvements will be repaired and restored by the County and its contractors to the original condition existing prior to beginning of construction.

3. Debris, brush, rocks, stumps and dirt generated during construction will be removed by the County and its contractors from the site.
4. Topsoil will be replaced, properly compacted to prevent subsidence, fine-graded, seeded using a mix reasonably acceptable to the Park District and a straw blanket placed to restore the disturbed area to its original state of usefulness by the County and its contractors.
5. For a period of one year after completion of restoration, trench surfaces will be maintained by the County/its contractors in a safe condition and restored to the original grade as necessary.

### **LIABILITY**

The County, and its assigns agree to hold the Park District, its elected and appointed officers, employees and agents free and harmless from any and all lawsuits and claims, and further agrees to defend the Park District, its elected and appointed officers, employees and agents from any lawsuits and claims which may relate to, or arise or result from, any act or omission of the County, or any of its agents, employees, or contractors during construction and installation of the subject sanitary sewer main on the Easement premises and use of the License Premises or immediately adjacent property; or, which may relate to, or arise or result from, any act or omission of the County, or any of its agents, employees, or contractors, in the operation or maintenance of said sanitary sewer main and appurtenances on, in, or under the Easement Premises or use of the License Premises.

All contractors performing any of the Easement Activities shall maintain liability insurance naming the County and the Park District as an additional insured in accordance with Exhibit B attached to and made a part of this Agreement. The Parties acknowledge and agree that given the duration of the easement granted hereunder, the Park District may modify such insurance requirements in the future, with which modifications contractors performing any of the Easement Activities shall be required to comply as a condition of the conduct of such activities.

### **STIPULATIONS**

It is covenanted and agreed between the Parties as follows:

1. The Park District 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 Park District shall not be unnecessarily interfered with by any construction work performed under this grant.
2. The Park District covenants and agrees that it will not in any manner disturb, damage, destroy, injure or obstruct the sanitary sewer, or any part or the appurtenances thereof, and will not obstruct or interfere with the County/its

contractors or sub-contractors or with the agents or employees of them or either of them, in the proper exercise of any rights, privileges, or authorities hereby given and granted.

- 3. The County shall signify its acceptance of this grant and easement by the recording thereof.
- 4. The Park District 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 Parties, lessees, successors, heirs, devisees and assigns, and any, either all of the same, of the Parties.
- 6. The sanitary sewer is to be installed using Trenchless Technology (except at the manhole connections/installations) to reduce impact to Park District property. The sanitary sewer is to be installed between August 1st to April 30<sup>th</sup> in 2011-2012 for sewer installation construction during any other time period prior approval from Park District Board of Park Commissioners is required.

IN WITNESS WHEREOF, District and County have executed this Agreement effective the date first above written.

**COUNTY OF LAKE**  
 By: Peter E. Kolb  
 Attest: Philip M. Pen a

**VERNON HILLS PARK DISTRICT**  
 By: James E. Seb  
 Attest: \_\_\_\_\_

Return To: Lake County Public Works  
 Attn: Russ Rietveld  
 650 W. Winchester Road  
 Libertyville Il. 60048



