


# DRAFT



Prepared By and  
After recording return to:

*This space reserved for Recorder's use only.*

Stewart H. Diamond, Esq.  
Ancel, Glink, Diamond, Bush,  
DiCianni & Krafthefer, P.C.  
140 S. Dearborn Street, 6<sup>th</sup> Floor  
Chicago, Illinois 60603

## NON-EXCLUSIVE PERMANENT WATERMAIN EASEMENT

The undersigned owner, Lake County  Division of Transportation ("GRANTOR"), for TEN DOLLARS and NO CENTS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and conveys, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, to the **Central Lake County Joint Action Water Agency** ("GRANTEE"), an Illinois municipal corporation, organized and existing under the laws of the State of Illinois, 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 purpose:

For ingress and egress and to survey, construct, reconstruct, use, operate  maintain, test, inspect, repair, replace, alter, remove or abandon in place (collectively "Installation") water  transmission pipelines and related attachments, equipment and appurtenant structures (collectively, the "Facilities") upon the Easement Premises described below.

The real estate on which this easement is located within the the County of Lake, and the State of Illinois and is legally described and depicted on Exhibit A, attached hereto and made a part hereof, and shall be known as the "Easement Premises".

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 said NON-EXCLUSIVE PERMANENT WATERMAIN 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; and that no grading, digging or excavating shall be performed within, along, upon or adjacent to said Easement Premises that would in any way interfere with GRANTEE'S rights set forth herein.
- (b) GRANTEE shall be permitted at all 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 any Installation that GRANTEE may choose to perform.
- (c) Upon completion of any Installation by GRANTEE, GRANTEE shall return the property to at least the same condition of cleanliness, grading and vegetation, seasonal change excepted, as existed at the time of entry.

2. GRANTOR acknowledges and agrees that GRANTOR will not subsequently grant any exclusive or non-exclusive easement in, on, upon, under, over, or across the Easement Premises, which will in any way interfere with this easement. In the event that the GRANTOR considers granting any other easement in, on, upon, under, over, or across the Easement Premises, GRANTOR shall submit to GRANTEE a draft of the proposed additional easement for GRANTEE'S review and approval. If the GRANTEE does not approve the granting of the additional easement, the GRANTOR shall not grant such easement. Any other easement granted in violation of this requirement shall be invalid.

3. ~~The GRANTOR covenants and agrees that the GRANTOR shall not in any manner disturb, damage, destroy, injure or obstruct the Facilities, and shall not obstruct or interfere with said GRANTEE, its contractors or subcontractors, or with their agents or employees, in the exercise of any rights, privileges or authorities hereby given and granted pursuant to this easement.~~

4. ~~The GRANTOR acknowledges that the GRANTEE will be using this easement for the construction of the Facilities, which will assist in providing potable water to hundreds of thousands of persons. The GRANTOR, in granting this easement, acknowledges the important use that GRANTEE will make of the easement and shall neither take action, nor permit any action, which would in any way limit the easement rights of the GRANTEE.~~

5. This easement shall be recorded with the Recorder's Office of Lake County, Illinois and each party hereto hereby authorizes the other party to so record this document.

6. GRANTEE shall, at all times, maintain and promptly repair the Facilities. Installation shall be done in a reasonable manner consistent with the character of the land adjoining the Easement Premises, so as not to cause undue interference with GRANTOR's use of the Easement Premises. Subject to the foregoing, GRANTEE shall have the right of ingress and egress to and from the Easement Premises as reasonably necessary for Installation of the Facilities.

7. GRANTEE hereby agrees to and shall protect, defend, indemnify, and hold GRANTOR, its beneficiaries, successors and assigns, harmless against any and all claims, losses, injuries, damages, actions, or causes of action resulting from, arising out of, or caused by any negligent or willful and wanton acts of GRANTEE that arise directly from the Installation of the Facilities on the Easement Premises.

8. The easements and rights granted in this Non-Exclusive Permanent Watermain Easement, the restrictions imposed by this Non-Exclusive Permanent Watermain Easement, and the agreements and covenants contained in this Non-Exclusive Permanent Watermain Easement shall be easements, rights, restrictions, agreements and covenants and shall continue as a servitude running in perpetuity with the land, shall be recorded against the Easement Premises and shall be binding upon the inure to the benefit of the GRANTOR and the GRANTEE and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, any portion thereof, and all persons claiming under them.

9. GRANTEE shall not permit any lien to stand against the Easement Premises, 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 Easement Premises or the property at the direction or sufferance of the GRANTEE. In the event of any such lien attaching to the Easement Premises, the property or any improvements thereon, GRANTEE shall immediately have such lien released.

10. This Non-Exclusive Permanent Watermain Easement may be modified, amended or annulled only by the written agreement of the GRANTOR and the GRANTEE.

11. All Installation on the Easement Premises, if any, by 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, or repair the Facilities.

~~12. In the event of violation or breach of any covenant or restriction contained herein by either party ("Defaulting Party"), the other party ("Complaining Party") 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 written 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, its successors or assigns, responsible for the cost thereof. The Complaining Party shall have available all legal and equitable remedies to enforce the obligations hereunder of the Defaulting Party, its successors or assigns. In the event 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. It shall not be considered a violation or breach of any covenant or restriction for the Grantee to choose not to exercise any of its privileges under this easement.~~

~~13. GRANTOR hereby acknowledges that due to the importance of the GRANTEE'S use of the easement for the transmission and operation of a potable water system, in the event of a violation or breach of any covenant or restriction by the GRANTOR or anyone claiming rights under the GRANTOR, which would interfere with the use and operations of the potable water system, the GRANTEE may immediately enter the Easement Premises and areas giving access to the Easement Premises to correct the violation or breach without giving the advance notice required above, but shall, in a reasonable way, under the circumstances involved, provide notice to the GRANTOR.~~

14. All notices or other communications given pursuant to this permanent watermain 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 United States registered or certified mail, return receipt requested, or by overnight courier by a nationally recognized service addressed as follows:

If to GRANTOR: [insert - address] 

with a copy to: [insert - address] 

If to GRANTEE: Central Lake County Joint Action Water Agency  
Attn: Darrell Blenniss  
200 Rockland Road  
Lake Bluff, Illinois 60044

with a copy to: Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.  
Attn: Stewart H. Diamond  
140 S. Dearborn Street, 6<sup>th</sup> Floor  
Chicago, Illinois 60603

15. All representations and warranties contained herein shall survive the execution of this Non-Exclusive Permanent Watermain Easement and the recordation thereof and shall not be merged.

*[SIGNATURES ON FOLLOWING PAGES]*

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:

\_\_\_\_\_

By: \_\_\_\_\_

ACCEPTED BY GRANTEE:

Central Lake County Joint Action Water Agency

ATTEST:

\_\_\_\_\_  
(Seal)

By: Richard Hill, Chairman

Jr., Secretary

By: Darrell Blenniss,

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF LAKE        )

I, the undersigned, notary public, in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing Non-Exclusive Permanent Watermain Easement, appeared before me this day in person, and severally acknowledged that they signed and delivered the said Easement as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public

My commission expires: \_

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF LAKE       )

I, the undersigned, notary public, in and for the county and state aforesaid, do hereby certify that **Richard Hill and Darrell Blenniss, Jr., Chairman and Secretary of Central Lake County Joint Action Water Agency**, personally known to me to be the same persons whose names are subscribed to the foregoing Permanent Watermain Easement, appeared before me this day in person, and severally acknowledged that they signed and delivered the said Easement as the free and voluntary act of the Agency and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public

My commission expires: \_

**EXHIBIT A1 – PE**  
**CLCJAWA – BP2**  
**PERMANENT EASEMENT DESCRIPTION**  
**PARCEL 11 - PIN 10-09-400-012**

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, BEING A PORTION OF THE LAND DESCRIBED IN DOCUMENT 5196008 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 51 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTH HALF, A DISTANCE OF 1554.74 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 14 SECONDS EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BERM PARK LANE PER DOCUMENT 802135, SAID POINT BEING THE POINT OF BEGINNING;

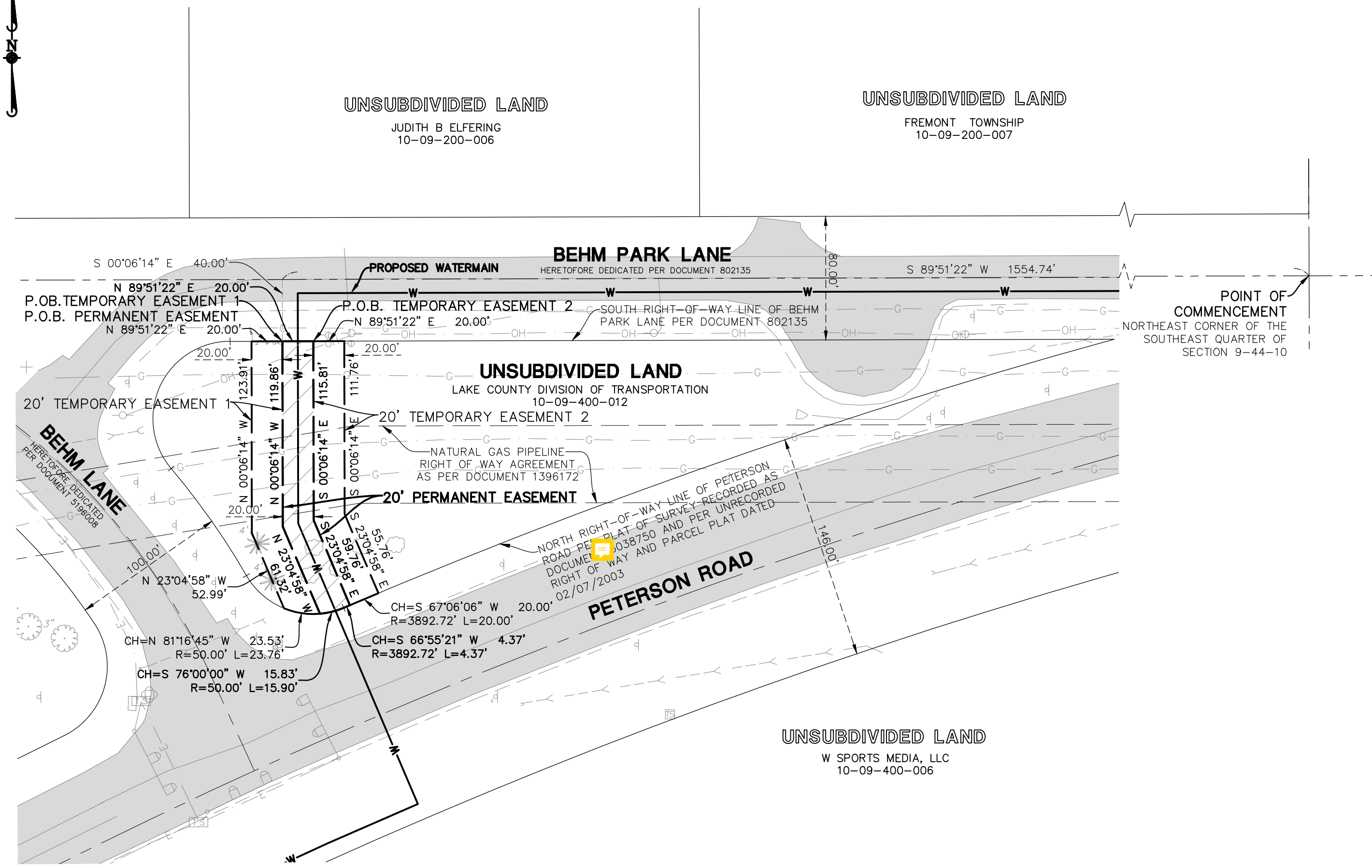
THENCE NORTH 89 DEGREES 51 MINUTES 22 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 14 SECONDS EAST, A DISTANCE OF 115.81 FEET; THENCE SOUTH 23 DEGREES 04 MINUTES 58 SECONDS EAST, A DISTANCE OF 59.76 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PETERSON ROAD AS SHOWN ON THE PLAT OF SURVEY OF COUNTY HIGHWAY NUMBER 20 RECORDED AS DOCUMENT 3038750 AND AS SHOWN ON AN UNRECORDED RIGHT OF WAY AND PARCEL PLAT PREPARED BY THE LAKE COUNTY DIVISION OF TRANSPORTATION AND DATED FEBRUARY 7, 2003; THENCE SOUTHWESTERLY, ALONG SAID NORTH RIGHT OF WAY LINE, BEING A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3892.72 FEET, AN ARC DISTANCE OF 4.37 FEET, A CHORD BEARING SOUTH 66 DEGREES 55 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 4.37 FEET TO A POINT OF COMPOUND CURVATURE; THENCE WESTERLY, ALONG SAID NORTH RIGHT OF WAY LINE, BEING A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 15.90 FEET, A CHORD BEARING SOUTH 76 DEGREES 00 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 15.83 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 23 DEGREES 04 MINUTES 58 SECONDS WEST, A DISTANCE OF 61.32 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 14 SECONDS WEST, A DISTANCE OF 119.86 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF BERM PARK LANE, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 3,580 SQUARE FEET (0.082 ACRES) MORE OR LESS.

PREPARED BY:  
MANHARD CONSULTING, LTD.  
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VERNON HILLS, ILLINOIS, 60061  
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October 31, 2018





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Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

CLCJAWA - WEST GROUP - BP2

EASEMENT EXHIBIT B

PARCEL 11 (PIN 10-09-400-012)

DRAWN BY: JJD SCALE: 1"=60'

CODE: CDMWIL01