

This space reserved for Recorder's use only.

Prepared By and
After recording, return to:


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

**TEMPORARY WATERMAIN
CONSTRUCTION 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 temporary construction
easement, together with the right of access thereto, in, on, upon, under, over and
across the real estate hereinafter described, for the following purposes:

- A. For ingress and egress to survey, install, lay, construct, operate, maintain,
repair, remove, reconstruct, replace, relocate, and renew water
transmission pipelines and any and all related attachments, equipment
and appurtenant structures related thereto;
- B. To cut down, trim or remove any shrubs, trees, bushes, saplings, or other

plants and to clear obstructions from the surface and subsurface that interfere with the operation of or access to said installations in, on, upon, across, over, under and through said easement; and

- C. ~~To, from time to time,~~ install, lay, maintain, construct,  construct, repair, replace, operate, relocate and remove landscaping, and to otherwise maintain the said easement parcel.

The real estate on which this easement is located within the _____, the County of Lake, and the State of Illinois, and is legally described 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 temporary construction easement 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 TEMPORARY WATERMAIN CONSTRUCTION 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.
- (b) GRANTEE shall be permitted at all reasonable times to enter upon the Easement Premises to perform any and all construction work relating to the installation of water transmission pipelines and appurtenant structures under the Easement Premises.
- (c) Upon completion of all construction work performed by GRANTEE in the exercise of its rights, privileges or authorities under this easement, GRANTEE shall return the property to at least the same condition or cleanliness, grading and vegetation, seasonal change excepted, as existed at the time of entry.
- (d) GRANTEE accepts responsibility for restoration from any construction damage relative to this easement caused by it which occurs after the date of conveyance.

2. This easement shall be temporary and shall be binding upon GRANTOR and its

successors, heirs, devisees, lessees and assigns and all other successors in interest to the Easement Premises or any portion thereof until such time that GRANTEE has completed all construction work relative to the water transmission pipelines and appurtenant structures. All rights herein granted to GRANTEE shall run for the benefit of and may be exercised by its successors, assigns, devisees, representatives or agents until such time that all construction work as set forth herein has been fully completed by GRANTEE.

3. GRANTEE hereby covenants and agrees to protect, defend, indemnify and hold harmless GRANTOR, its beneficiaries, successors and assigns from and against any and all claims, demands, causes of action, losses, injuries, and actions (at law or in equity) arising out of or caused by any negligent or willful and wanton acts of GRANTEE that arise directly from the GRANTEE'S exercise of its rights, privileges or authorities under this TEMPORARY WATERMAIN CONSTRUCTION EASEMENT.

4. All construction, maintenance, alteration, replacement, operation and repair of 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 install, alter, or repair the water transmission pipelines.

~~5. The GRANTOR acknowledges that the GRANTEE will be using this easement for all work relating to the installation and construction of water transmission pipelines 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.~~

~~6. The GRANTOR covenants and agrees that the GRANTOR shall not in any manner disturb, damage, destroy, injure or obstruct the Easement Premises, 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.~~

~~7. 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 four (4) 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.~~

~~8. GRANTOR hereby acknowledges that due to the importance of the GRANTEE'S use of the easement for the construction and installation 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 construction and installation 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.~~

9. All notices or other communications given pursuant to this Temporary Watermain Construction 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:



If to GRANTEE: Central Lake County Joint Action Water Agency
Attn: Darrell Blenniss, Jr.
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 – 6th Floor
Chicago, Illinois 60603

IN WITNESS HEREOF, GRANTOR has executed, sealed and delivered this

easement, and GRANTEE has caused this easement to be accepted and signed in its corporate name.

GRANTOR:

ACCEPTED BY GRANTEE:

Central Lake County Joint Action Water
Agency

By:

Richard Hill, Chairman

ATTEST:

Darrell Blenniss, Jr. , Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, notary public, in and for the county and state aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Temporary Watermain Construction Easement, appeared before me this day in person, and severally acknowledged that he signed and delivered the said Easement as his 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: _

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 Temporary Watermain Construction 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 Central Lake County Joint Action Water 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 A2 – TE1
CLCJAWA – BP2
TEMPORARY 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 SOUTH 00 DEGREES 06 MINUTES 14 SECONDS EAST, A DISTANCE OF 119.86 FEET; THENCE SOUTH 23 DEGREES 04 MINUTES 58 SECONDS EAST, A DISTANCE OF 61.32 FEET TO A POINT ON ~~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 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 23.76 FEET, A CHORD BEARING NORTH 81 DEGREES 16 MINUTES 45 SECONDS WEST, AND A CHORD DISTANCE OF 23.53 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 23 DEGREES 04 MINUTES 58 SECONDS WEST, A DISTANCE OF 52.99 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 14 SECONDS WEST, A DISTANCE OF 123.91 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF BERM PARK LANE; THENCE NORTH 89 DEGREES 51 MINUTES 22 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,603 SQUARE FEET (0.083 ACRES) MORE OR LESS.

PREPARED BY:
MANHARD CONSULTING, LTD.
900 WOODLANDS PARKWAY
VERNON HILLS, ILLINOIS, 60061
PHONE: 847.634.5550
WWW.MANHARD.COM

October 31, 2018

EXHIBIT A3 – TE2
CLCJAWA – BP2
TEMPORARY 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:

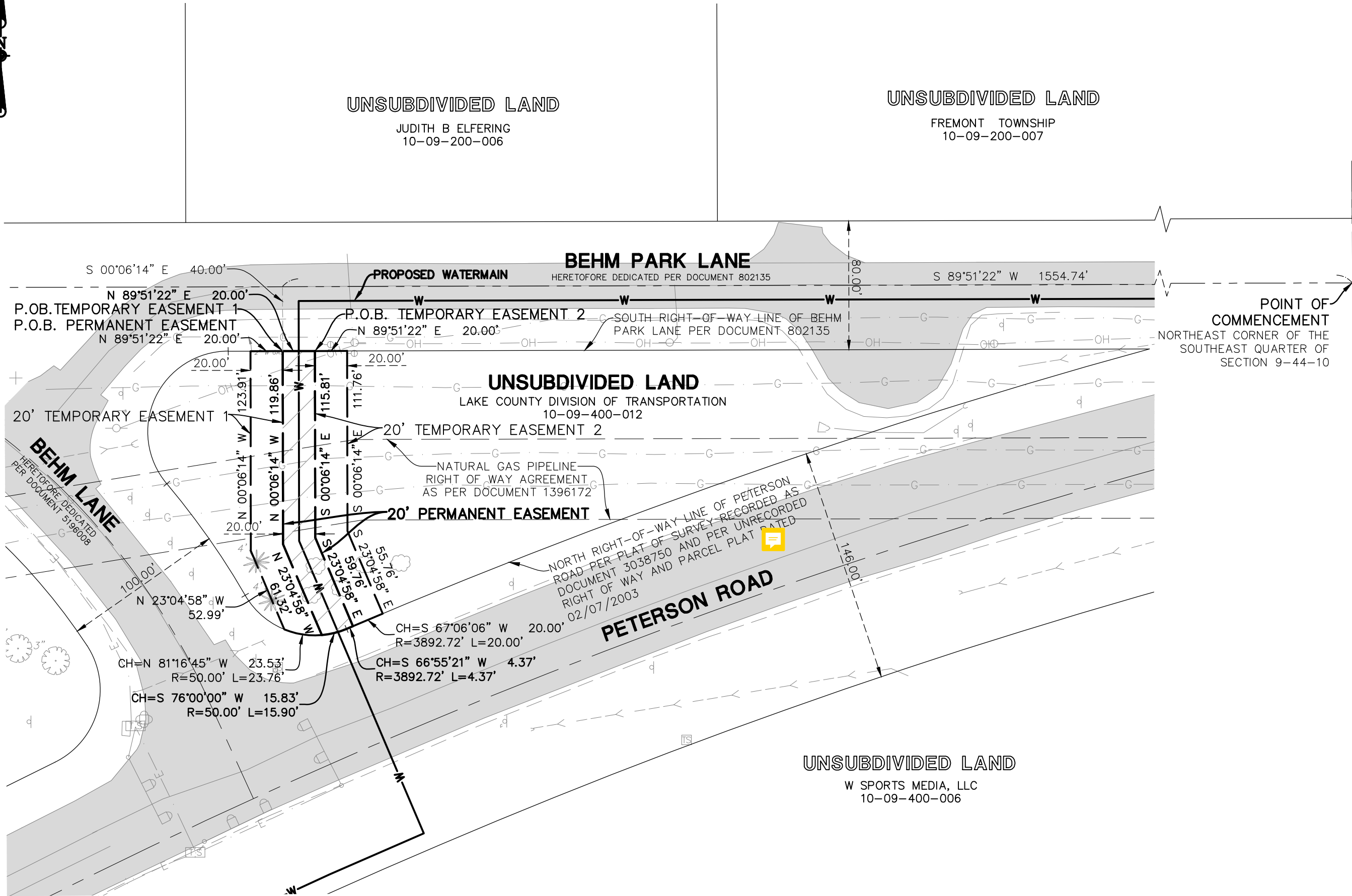
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 51 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTH HALF, A DISTANCE OF 1554.74 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 14 SECONDS EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BERM PARK LANE PER DOCUMENT 802135; THENCE NORTH 89 DEGREES 51 MINUTES 22 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 51 MINUTES 22 SECONDS EAST, CONTINUING 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 111.76 FEET; THENCE SOUTH 23 DEGREES 04 MINUTES 58 SECONDS EAST, A DISTANCE OF 55.76 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 20.00 FEET, A CHORD BEARING SOUTH 67 DEGREES 06 MINUTES 06 SECONDS WEST, AND A CHORD DISTANCE OF 20.00 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 23 DEGREES 04 MINUTES 58 SECONDS WEST, A DISTANCE OF 59.76 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 14 SECONDS WEST, A DISTANCE OF 115.81 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF BERM PARK LANE, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 3,431 SQUARE FEET (0.079 ACRES) MORE OR LESS.

PREPARED BY:
MANHARD CONSULTING, LTD.
900 WOODLANDS PARKWAY
VERNON HILLS, ILLINOIS, 60061
PHONE: 847.634.5550
WWW.MANHARD.COM

October 31, 2018



© 2015 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED



800 Woodlands Parkway, Vernon Hills, IL 60061 • tel: (847) 624-5550 fax: (847) 624-0085 www.manhard.com
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

RELEASE DATE:

10/31/18

SCALE:

1"=60'

CODE:

CDMWIL01