



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: November 6, 2017
MEMO TO: Carol Calabresa, Chair
Planning Committee
FROM: Randall L. Seebach
Director of Planning and Land Preservation

Agenda Item# 9.5

RECOMMENDATION: Recommend approval of a Resolution approving an Intergovernmental Agreement with Central Lake County Joint Action Water Agency (“CLCJAWA”), approving an easement from the Village of Volo to CLCJAWA for a Lake Michigan water line extension a within the Millennium Trail easement.

STRATEGIC DIRECTION SUPPORTED: None

FINANCIAL DATA: There is no financial impact.

BACKGROUND: The CLCJAWA is currently in the process of preparing final plans for a water main that will extend Lake Michigan water to the Village of Wauconda and the Village of Volo.

CLCJAWA’s plans include the construction of a portion of the water main near Singing Hills Forest Preserve and within the existing easement granted to the District by the Village of Volo for the Millennium Trail. In April 2017, the Planning Committee provided policy direction in favor of the proposed water main route, and authorized staff to negotiate an intergovernmental agreement with CLCJAWA, consenting to Volo granting CLCJAWA an easement for the construction and maintenance of the water main within the Millennium Trail easement.

The planned improvements require the installation of the water main under a 1,000 lineal foot section of the Millennium Trail. Trail users will be required to use a temporary bypass route during the water main installation in that area which is expected to occur over a six week period. Staff has worked with CLCJAWA to implement several measures to minimize the impacts to District property including the removal and reinstallation of signs and benches, adjustments to the proposed water main alignment and tree protection. Under the intergovernmental agreement, CLCJAWA will (i) construct the temporary bypass route, (ii) replace and reconstruct, in its original location, the sections of the trail relocated to accommodate the water main installation, and (iii) restore any District property that is damaged.

Construction on the water main is expected to begin in spring 2018 with an anticipated completion in spring 2019. The Millennium Trail re-routing will occur sometime in the fall 2018.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Corporate Counsel

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY
REGARDING A WATER MAIN EXTENSION WITHIN THE MILLENNIUM TRAIL**

WHEREAS, the Lake County Forest Preserve District (the "District") owns certain lands known as "Singing Hills Forest Preserve" and "Marl Flat Forest Preserve"; and

WHEREAS, the District owns and operates the "Millennium Trail," which connects Singing Hills and Marl Flat Forest Preserves, and such connection is located partially within an easement (the "Trail Easement") granted to the District by the Village of Volo (the "Village"); and

WHEREAS, the Central Lake County Joint Action Water Agency ("CLCJAWA"), as part of its project to transport Lake Michigan water to the Village and to the Village of Wauconda, has asked (i) the Village to grant it an easement to construct, operate, and maintain a water main within the Trail Easement (the "Water Easement") and (ii) the District to consent to the granting of the Water Easement within the Trail Easement; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, units of local government, such as the District and the CLCJAWA, may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the District has negotiated an intergovernmental agreement with the CLCJAWA in substantially the form attached hereto, pursuant to which the District would consent to the Village granting the Water Easement within the Trail Easement, subject to the conditions stated therein (the "Intergovernmental Agreement"); and

WHEREAS, it is in the best interests of the District to enter into the Intergovernmental Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as part of this Resolution by this reference.

Section 2. Approval of Intergovernmental Agreement. The Intergovernmental Agreement, in substantially the form attached hereto, is hereby approved. The President, Secretary and Executive Director of the District are hereby authorized and directed, on behalf of the District, to execute and attest to the Intergovernmental Agreement.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2017

AYES:

NAYS:

APPROVED this ____ day of _____, 2017

Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit # _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CENTRAL LAKE COUNTY JOINT
ACTION WATER AGENCY
AND
THE LAKE COUNTY FOREST PRESERVE DISTRICT**

This Agreement (“Agreement”), is dated as of the ____ day of _____, 2017 (“Effective Date”), and is by and between the Central Lake County Joint Action Water Agency, a public body politic and corporate, organized and existing under Section 3.1 of the Intergovernmental Cooperation Act, 5 ILCS 220/3.1 (the “Agency”) and the Lake County Forest Preserve District, a body politic and corporate and political subdivision of the State of Illinois, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 et seq. (the “District”).

WHEREAS, the Village of Volo (“Volo”) owns certain real property located generally on the west side of Fish Lake Road, Lake County Illinois (the “Volo Property”); and

WHEREAS, pursuant to the “Trail Easement Agreement” by and between Volo and the District, dated as of February 17, 2006, and recorded with the Lake County Recorder of Deeds on February 28, 2006 as Document Number 5953950 (the “Original Agreement”), and the “First Amended and Restated Trail Easement Agreement” by and between Volo and the District, dated as of September 11, 2007, and recorded with the Lake County Recorder of Deeds on October 16, 2007 as Document Number 6256543 and re-recorded with the Lake County Recorder of Deeds on November 28, 2007 as Document Number 6273777 (the “Amended and Restated Agreement”; the Original Agreement as amended by the Amended and Restated Agreement is “District Easement Agreement”), Volo granted to the District a perpetual, permanent and non-exclusive easement over, across and through portions of the Volo Property (the “District Easement”), allowing the District to construct and operate a recreational trail (the “Trail”); and

WHEREAS, pursuant to the District Easement Agreement, Volo reserved the right to grant additional utility easements that intersect the portion of the Volo Property upon which the District Easement is located (the “District Easement Premises”), but Volo did not expressly reserve the right to run water lines that run parallel to the District Easement Premises, and (iii) any such additional utility easements must be installed in a manner that will not interfere with the District’s use and operation of the District Easement; and

WHEREAS, the Agency desires to construct water lines and related facilities to permit the delivery of potable Lake Michigan water to Volo in accordance with the plans (the “Approved Plans”) listed in the indices attached hereto as Exhibit A (the “Initial Work”); and

WHEREAS, the Agency desires to perform portions of the Initial Work upon portions of the District Easement Premises in a manner that will interfere with the District’s use and operation of the District Easement; and

WHEREAS, the Approved Plans include various protections for the District Easement Premises and the Trail, including without limitation, the re-routing of the Trail during portions of the Initial Work, the posting of necessary signage, the re-building of the Trail at its original location at the completion of the Initial Work, and the restoration of the District Easement Premises and any and all District property that is disturbed by the Initial Work; and

WHEREAS, to allow for the Initial Work to be completed, the Agency desires that Volo grant to the Agency a non-exclusive permanent watermain easement and a temporary watermain construction easement to the Agency (the “Agency Easements”), in the forms attached hereto as Exhibit B (the “Agency Easement Grants”), and the Agency desires that the District consent to Volo’s grant of the Agency Easements in the form of the Agency Easement Grants; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of setting forth the rights and obligations of the Agency and the District in relation to the District Easement and

the Agency Easements;

NOW, THEREFORE, in consideration of the recitals and agreements set forth in this Agreement, and pursuant to the statutory authority cited above, the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, and all other applicable authority, the Agency and the District (collectively, the “Parties”) agree as follows:

1. The District hereby consents to the granting of the Agency Easements by Volo, but only in strict accordance with the forms of the Agency Easement Grants attached hereto as Exhibit B, which, among other matters, require that the Initial Work be completed in strict accordance with the Approved Plans.
2. If, after the Work is completed, the Agency desires to repair or replace the Work (“Repair Work”), and such repair or replacement would interfere with the District’s use, maintenance, or operation of the District Easement for the Trail, the Agency shall submit a request to complete, and plans depicting, the Repair Work to the District (i) at least seven (7) days before the Agency desires to commence the Repair Work, if it is anticipated that the interference with Trail will last no longer than 24 hours and (ii) at least ninety (90) days before the Agency desires to commence the Repair Work, if it is anticipated that the interference with the Trail will last longer than 24 hours. The Agency may perform the Repair Work only if the Repair Work is approved by the District. The District shall promptly review the plans for the Repair Work and notify the Agency whether the District approves or does not approve of the Repair Work. The District shall not unreasonably withhold or delay its approval of the Repair Work. Upon the District’s approval of the Repair Work, the plans therefor will be deemed “Approved Plans” under this Agreement.

3. Notwithstanding the provisions of Section 2, if it is necessary for the Agency to perform Repair Work to avoid or alleviate an immediate threat of personal injury, death, significant property damage, or substantial disruption in potable water services (“Emergency Work”), the Agency may complete the Emergency Work in a good and workmanlike matter without the District’s consent, but shall provide such notice and plans for the Emergency Work to the District as is practical under the circumstances. After the Emergency Work is complete, the Agency shall restore any portion of the Trail that was disturbed to a condition at least as good as its condition before such Emergency Work was performed. The Initial Work, any Repair Work, and any Emergency Work are referred to herein collectively as the “Work.”
4. The District’s consent in this Agreement shall not be deemed a consent to any work or use of the District Easement, other than the Work.
5. If the Agency accepts the Agency Easements, it shall do so only in the forms attached hereto as Exhibit B.
6. If the Agency undertakes the Initial Work, it shall perform or cause to be performed the Initial Work and any Repair Work, in strict accordance with the Approved Plans.
7. If the District believes that the Agency has not fully complied with the provisions of this Agreement, it shall provide written notice of the alleged breach to the Agency. The Agency shall respond within ten (10) days of receipt of such a notice, either by curing the breach identified by the District, commencing a cure of the breach, or stating its belief that no such breach has occurred. If the District is not satisfied with the Agency’s response or if the Agency fails to respond, the District

may (i) take whatever action is necessary to guarantee the safety of users of the Trail or other District Property and (ii) institute any suit or other legal action to enforce its rights under this Agreement, including without limitation actions seeking specific performance or injunctive relief. Days referred to in this Agreement shall be business days.

8. The Agency shall keep in full force and effect during the duration of the Agency Easements insurance coverage reasonably acceptable to the District. The Agency shall also require its contractors to provide insurance coverage reasonably acceptable to the District, and to name the District as an additional insured under their insurance policies.
9. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

The District:

Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, IL 60048
Attention: Executive Director

With a copy to:

Matthew E. Norton, Esq.
Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash Street
Suite 2100
Chicago, Illinois 60611

The Agency:

Central Lake County Joint Action Water Agency
200 Rockland Road
Lake Bluff, Illinois 60044
Attention: Darrell Blenniss, Jr.

With a copy to:

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

Any notice shall be deemed given upon actual receipt.

[Signature Page Follows]

The undersigned execute this Agreement and acknowledge that this Agreement will become effective as of the Effective Date.

ATTEST:

Central Lake County Joint Action Water Agency

By: _____
Darrell Blenniss, Jr., Secretary

By: _____
Richard Hill, Chairman

ATTEST:

Lake County Forest Preserve District

By: _____
Julie Gagnani, Secretary

By: _____
Ann B. Maine, President

EXHIBIT A

Cover Sheets for and Indices Listing Approved Plans

Cover Sheet for Bid Package #3



PERMIT SET - NOT FOR CONSTRUCTION

CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY
LAKE BLUFF, ILLINOIS

WEST GROUP WATER SYSTEM EXPANSION

**BID PACKAGE NO. 3
SEPTEMBER 2017**

CLCJAWA CONTRACT No. 17-13
CDM Smith PROJECT No. 1047-110788
EPA LOAN NUMBER L175450

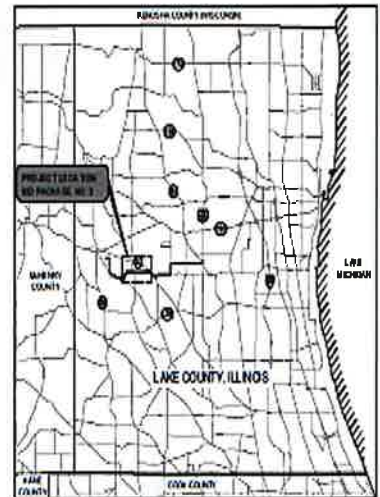
AGENCY MEMBERS

COUNTY OF LAKE
ROUND LAKE CONSORTIUM
VILLAGE OF GRAYSLAKE
VILLAGE OF GURNEE
VILLAGE OF LAKE BLUFF
VILLAGE OF LAKE VILLA
VILLAGE OF LIBERTYVILLE
VILLAGE OF LINDENHURST
VILLAGE OF MUNDLEBEN
VILLAGE OF ROUND LAKE
VILLAGE OF ROUND LAKE BEACH

VILLAGE OF VOLO
VILLAGE OF WALUCONDA

BOARD OF DIRECTORS (OFFICERS)

JEFF WERFEL
MARVA MEENS
RHETT TAYLOR (TREASURER)
KRISTINA KOVARIK (VICE-CHAIR)
KATHLEEN CHARA
FRANK LOFFREDO
TERRY WIEPLER
DOMINIC MARTURANO
STEVE LENTZ
DAN MACGILLIB (CHAIR)
RICHARD HILL



PROJECT LOCATION MAP

APPROVED BY:

DARRELL BLENNER, JR.
EXECUTIVE DIRECTOR
CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY



CHICAGO, ILLINOIS

Water

Environment

Transportation

Energy

Facilities

Index Sheet for Bid Package #3

Design Services Will Not Be Provided For Professional Service, Incorporated Herein, Are The Property Of CDM Smith And Are Not To Be Used, In Whole Or Part, For Any Other Project Without The Written Authorization Of CDM Smith.

SHEET	DRAWING NAME
0-1	COVER SHEET
0-2	DRAWING INDEX
0-3	SURVEY CONTROL
0-4	PROJECT KEY PLAN
0-5	BID PACKAGE KEY PLAN
0-6	UTILITY AND AGENCY CONTACT INFORMATION
0-7	PROJECT APPROPRIATIONS AND LEGEND
0-8	GENERAL NOTES I
0-9	GENERAL NOTES II
SWP-1	STORMWATER POLLUTION PREVENTION - NOTES AND DETAILS
SWP-2	STORMWATER POLLUTION PREVENTION - DRILLING CONTINGENCY PLAN
SWP-3	STORMWATER POLLUTION PREVENTION - BARRIERS TURTLE CAUTION
ES-1	EROSION AND SEDIMENTATION CONTROL - STA 0+00 TO STA 20+00
ES-2	EROSION AND SEDIMENTATION CONTROL - STA 20+00 TO STA 40+00
ES-3	EROSION AND SEDIMENTATION CONTROL - STA 40+00 TO STA 60+00
ES-4	EROSION AND SEDIMENTATION CONTROL - STA 60+00 TO STA 80+00
ES-5	EROSION AND SEDIMENTATION CONTROL - STA 80+00 TO STA 100+00
ES-6	EROSION AND SEDIMENTATION CONTROL - STA 100+00 TO STA 104+33
0-1	24" WATER TRANSMISSION MAIN - PLAN AND PROFILE STA 0+00 TO STA 10+00
0-2	24" WATER TRANSMISSION MAIN - PLAN AND PROFILE STA 10+00 TO STA 20+00
0-3	24" WATER TRANSMISSION MAIN - PLAN AND PROFILE STA 20+00 TO STA 30+00
0-4	24" WATER TRANSMISSION MAIN - PLAN AND PROFILE STA 30+00 TO STA 40+00
0-5	24" WATER TRANSMISSION MAIN - PLAN AND PROFILE STA 40+00 TO STA 50+00
0-6	24" WATER TRANSMISSION MAIN - PLAN AND PROFILE STA 50+00 TO STA 60+00
0-7	24" WATER TRANSMISSION MAIN - PLAN AND PROFILE STA 60+00 TO STA 70+00
0-8	24" WATER TRANSMISSION MAIN - PLAN AND PROFILE STA 70+00 TO STA 80+00
0-9	24" WATER TRANSMISSION MAIN - PLAN AND PROFILE STA 80+00 TO STA 90+00
0-10	24" WATER TRANSMISSION MAIN - PLAN AND PROFILE STA 90+00 TO STA 100+00
0-11	24" WATER TRANSMISSION MAIN - PLAN AND PROFILE STA 100+00 TO STA 110+00
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0-15	24" WATER TRANSMISSION MAIN - PLAN AND PROFILE STA 140+00 TO STA 150+77
00-	CIVIL DETAILS I
00-1	CIVIL DETAILS I
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00-4	CIVIL DETAILS IV
00-5	CIVIL DETAILS V
00-6	CIVIL DETAILS VI - JOINT RESTRAINT LENGTH
00-7	CIVIL DETAILS VII - JOINT RESTRAINT LENGTH
00-8	CIVIL DETAILS VIII DOT CURB AND GUTTER SHEET 1 OF 2
00-9	CIVIL DETAILS IX DOT CURB AND GUTTER SHEET 2 OF 2
00-10	CIVIL DETAILS X DOT CURB RAMP FOR SIDEWALK SHEET 1 OF 2
00-11	CIVIL DETAILS XI DOT CURB RAMP FOR SIDEWALK SHEET 2 OF 2

SHEET	DRAWING NAME
00-12	CIVIL DETAILS XII DOT WHOLE TYPE A & DIAMETER SHEET 1 OF 2
00-13	CIVIL DETAILS XIII DOT WHOLE TYPE A & DIAMETER SHEET 2 OF 2
00-14	CIVIL DETAILS XIV DOT WHOLE TYPE A & DIAMETER SHEET 1 OF 2
00-15	CIVIL DETAILS XV DOT WHOLE TYPE A & DIAMETER SHEET 2 OF 2
00-16	CIVIL DETAILS XVI DOT WHOLE STEPS
00-17	CIVIL DETAILS XVII DOT WHOLE STEPS I
00-18	CIVIL DETAILS XVIII DOT WHOLE STEPS II
00-19	CIVIL DETAILS XIX DOT WHOLE STEPS III
00-20	CIVIL DETAILS XX DOT WHOLE STEPS IV
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00-23	CIVIL DETAILS XXIII DOT WHOLE STEPS VII
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00-30	CIVIL DETAILS XXX DOT WHOLE STEPS XIV
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00-35	CIVIL DETAILS XXXV DOT WHOLE STEPS XIX
00-36	CIVIL DETAILS XXXVI DOT WHOLE STEPS XX
00-37	CIVIL DETAILS XXXVII DOT WHOLE STEPS XXI
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00-45	CIVIL DETAILS XLV DOT WHOLE STEPS XXIX
00-46	CIVIL DETAILS XLVI DOT WHOLE STEPS XXX
00-47	CIVIL DETAILS XLVII DOT WHOLE STEPS XXXI
00-48	CIVIL DETAILS XLVIII DOT WHOLE STEPS XXXII
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00-51	CIVIL DETAILS LI DOT WHOLE STEPS XXXV
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00-54	CIVIL DETAILS LIV DOT WHOLE STEPS XXXVIII
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00-56	CIVIL DETAILS LVI DOT WHOLE STEPS XL
00-57	CIVIL DETAILS LVII DOT WHOLE STEPS XL I
00-58	CIVIL DETAILS LVIII DOT WHOLE STEPS XL II
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00-61	CIVIL DETAILS LXI DOT WHOLE STEPS XL V
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00-63	CIVIL DETAILS LXIII DOT WHOLE STEPS XL VII
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00-71	CIVIL DETAILS LXXI DOT WHOLE STEPS XL XV
00-72	CIVIL DETAILS LXXII DOT WHOLE STEPS XL XVI
00-73	CIVIL DETAILS LXXIII DOT WHOLE STEPS XL XVII
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00-75	CIVIL DETAILS LXXV DOT WHOLE STEPS XL XIX
00-76	CIVIL DETAILS LXXVI DOT WHOLE STEPS XL XX
00-77	CIVIL DETAILS LXXVII DOT WHOLE STEPS XL XXI
00-78	CIVIL DETAILS LXXVIII DOT WHOLE STEPS XL XXII
00-79	CIVIL DETAILS LXXIX DOT WHOLE STEPS XL XXIII
00-80	CIVIL DETAILS LXXX DOT WHOLE STEPS XL XXIV
00-81	CIVIL DETAILS LXXXI DOT WHOLE STEPS XL XXV
00-82	CIVIL DETAILS LXXXII DOT WHOLE STEPS XL XXVI
00-83	CIVIL DETAILS LXXXIII DOT WHOLE STEPS XL XXVII
00-84	CIVIL DETAILS LXXXIV DOT WHOLE STEPS XL XXVIII
00-85	CIVIL DETAILS LXXXV DOT WHOLE STEPS XL XXIX
00-86	CIVIL DETAILS LXXXVI DOT WHOLE STEPS XL XXX
00-87	CIVIL DETAILS LXXXVII DOT WHOLE STEPS XL XXX I
00-88	CIVIL DETAILS LXXXVIII DOT WHOLE STEPS XL XXX II
00-89	CIVIL DETAILS LXXXIX DOT WHOLE STEPS XL XXX III
00-90	CIVIL DETAILS LXXXX DOT WHOLE STEPS XL XXX IV
00-91	CIVIL DETAILS LXXXX I DOT WHOLE STEPS XL XXX V
00-92	CIVIL DETAILS LXXXX II DOT WHOLE STEPS XL XXX VI
00-93	CIVIL DETAILS LXXXX III DOT WHOLE STEPS XL XXX VII
00-94	CIVIL DETAILS LXXXX IV DOT WHOLE STEPS XL XXX VIII
00-95	CIVIL DETAILS LXXXX V DOT WHOLE STEPS XL XXX IX
00-96	CIVIL DETAILS LXXXX VI DOT WHOLE STEPS XL XXX X
00-97	CIVIL DETAILS LXXXX VII DOT WHOLE STEPS XL XXX XI
00-98	CIVIL DETAILS LXXXX VIII DOT WHOLE STEPS XL XXX XII
00-99	CIVIL DETAILS LXXXX IX DOT WHOLE STEPS XL XXX XIII
00-100	CIVIL DETAILS LXXXX X DOT WHOLE STEPS XL XXX XIV

NOT INCLUDED IN THIS SUBMITAL

	CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY WEST GROUP WATER SYSTEM EXPANSION BID PACKAGE NO. 3	DRAWING INDEX	PROJECT NO. 144-1-00 FILE NAME: DRAWING INDEX SHEET NO. G-2
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Cover Sheet for Bid Package #4



PERMIT SET
NOT FOR CONSTRUCTION

CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY
LAKE BLUFF, ILLINOIS

WEST GROUP WATER SYSTEM EXPANSION

BID PACKAGE NO. 4
SEPTEMBER 2017

CDM Smith PROJECT No. 1047-110786
IEPA LOAN NUMBER L175444

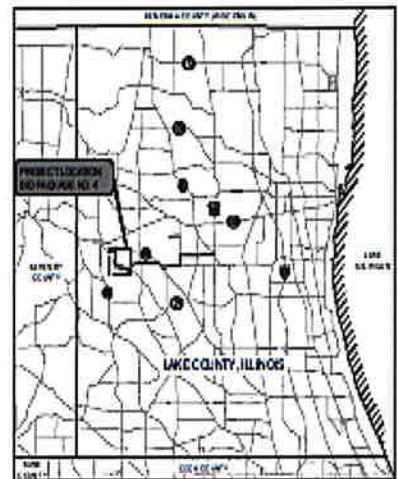
AGENCY MEMBERS

COUNTY OF LAKE
ROUND LAKE CONSORTIUM
VILLAGE OF GRAYSLAKE
VILLAGE OF GURNEE
VILLAGE OF LAKE BLUFF
VILLAGE OF LAKE VILLA
VILLAGE OF LIBERTYVILLE
VILLAGE OF LINDENHURST
VILLAGE OF MUNDOLON
VILLAGE OF ROUND LAKE
VILLAGE OF ROUND LAKE BEACH

VILLAGE OF VOLO
VILLAGE OF WAUCONDA

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KRISTINA KOVARIK (VICE CHAIR)
KATHLEEN OYARK
FRANK LOFFREDO
TERRY WETZLER
DOMINIC MARTURANO
STEVE LENTZ
DAN MACGILLIS
RICHARD HILL (CIAR)



PROJECT LOCATION MAP

APPROVED BY:

DMUWELL BLENN SS, JR.
EXECUTIVE DIRECTOR
CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY



Water

Environment

Transportation

Energy

Facilities

EXHIBIT B
Agency Easement Grants

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, 6th Floor
Chicago, Illinois 60603

TEMPORARY WATERMAIN CONSTRUCTION EASEMENT

The undersigned owner, THE VILLAGE OF VOLO ("GRANTOR") for ONE DOLLAR and NO/100 (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and conveys, this ___ day of _____, 20___, 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, provided, however, that GRANTEE shall make reasonable efforts to preserve existing trees within the Easement Premises that are 12 inches in diameter at breast height (DBH) or larger; and
- C. To, from time to time, install, lay, maintain, construct, reconstruct, repair,

{00016351 3}

replace, operate, relocate and remove landscaping, and to otherwise maintain the said easement parcel, provided, however, that GRANTEE shall make reasonable efforts to preserve existing trees within the Easement Premises that are 12 inches DBH or larger.

The real estate on which this easement is located within the Village of Volo, 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. The rights retained by GRANTOR shall specifically include, without limitation, the right to construct, install, maintain, and use surface and subsurface improvements that do not unreasonably interfere with GRANTEE'S exercise of its rights under this Agreement including public roads and roadway improvements, curbing, access drives, medians, fencing, public pedestrian and bicycle pathways, signs, traffic signals, utilities, and landscaping. The decision of the GRANTEE on unreasonable interference will be accepted unless it constitutes a clear abuse of discretion.
- (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 of 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 during the term of the easement. The easement shall expire upon the earlier of August 31, 2019 or such time that GRANTEE has completed all construction work relative to installation of the water transmission pipelines and appurtenant structures. GRANTEE shall notify GRANTOR in writing when all such construction work is completed. 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. GRANTOR and GRANTEE further acknowledge that GRANTOR previously granted to the Lake County Forest Preserve District (the "Forest Preserve District") easement rights within a portion of the Easement Premises pursuant to that certain Trail Easement Agreement by and between GRANTOR and the Forest Preserve District, dated as of February 17, 2006, and recorded with the Lake County Recorder of Deeds on February 28, 2006 as Document Number 5953950, and the First Amended and Restated Trail Easement Agreement by and between GRANTOR and the Forest Preserve District, dated as of September 11, 2007, and recorded with the Lake County Recorder of Deeds on October 16, 2007 as Document Number 6256543 and re-recorded with the Lake County Recorder of Deeds on November 28, 2007 as Document Number 6273777 (the "Forest Preserve Easement"). GRANTOR acknowledges that GRANTEE and the Forest Preserve District have entered into a separate intergovernmental agreement to address their respective rights regarding the Forest Preserve Easement and the TEMPORARY WATERMAIN CONSTRUCTION EASEMENT granted herein (the "Intergovernmental Agreement").

4. GRANTEE hereby covenants and agrees to protect, defend, indemnify, and hold harmless GRANTOR, its officers, officials, employees, agents, 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 relating to the GRANTEE'S exercise of its rights, privileges or authorities under this TEMPORARY WATERMAIN CONSTRUCTION EASEMENT.

5. All construction, maintenance, alteration, replacement, operation and repair of the Easement Premises, if any, by GRANTEE shall be done (i) in accordance with the "Approved Plans" (defined in the Intergovernmental Agreement), for the benefit of the Forest Preserve District, (ii) in accordance with all applicable laws, statutes, building codes and regulations of general application (collectively, "Laws"), and (iii) otherwise 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. This Agreement does not abrogate or supersede any applicable Laws requiring the parties to obtain permits, licenses, inspections or approvals, if required by

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law, from the Village or any other body or agency having jurisdiction in order to install, alter, or repair the water transmission pipelines.

6. 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, subject to the terms of this Agreement.

7. 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, provided, however, that GRANTOR shall be entitled to exercise all retained rights of use and occupation of the Easement Premises in accordance with this Agreement.

8. 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.

9. 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 that causes or creates an actual or imminent threat to public health, safety, or welfare, 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.

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10. 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: Village of Volo
Attn: Michael May, Village Administrator
500 S. Fish Lake Road
Volo, IL 60073

with a copy to: Filippini Law Firm
Attn: Victor Filippini
990 Grove Street, Suite 220
Evanston, IL 60201

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

11. 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.

12. All representations and warranties contained herein shall survive the execution of this Temporary Watermain Construction Easement and the recordation thereof and shall not be merged.

[SIGNATURES ON FOLLOWING PAGES]

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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:

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 _____, 20__.

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 _____, 20__.

Notary Public

My commission expires:

EXHIBIT A
(Legal Description of Temporary
Watermain Construction Easement)

Common Address:

Permanent Index Number:

Legal Description:

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4828-8283-9120.v4

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, 6th Floor
Chicago, Illinois 60603

NON-EXCLUSIVE PERMANENT WATERMAIN EASEMENT

The undersigned owner, **Village of Volo** ("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 _____, 2017, 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 Village of Volo, 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 {00016354 3} 1

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. The rights retained by GRANTOR shall specifically include, without limitation, the right to construct, install, maintain, and use surface and subsurface improvements that do not unreasonably interfere with GRANTEE'S exercise of its rights under this Agreement including public roads and roadway improvements, curbing, access drives, medians, fencing, public pedestrian and bicycle pathways, signs, traffic signals, utilities, and landscaping. All such uses shall not in any way interfere with GRANTEE's rights set forth herein or increase the cost of regular use of the facilities.
- (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 that will unreasonably 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, which approval shall not be unreasonably withheld. If the GRANTEE does not approve the granting of the additional easement, the GRANTOR shall not grant such easement. Any other easement granted subsequent to the date of this Agreement in violation of this requirement shall be invalid. GRANTOR and GRANTEE further acknowledge that GRANTOR previously granted to the Lake County Forest Preserve District (the "Forest Preserve District") easement rights within a portion of the Easement Premises pursuant to that certain Trail Easement Agreement by and between {00016354 3} 2

GRANTOR and the Forest Preserve District, dated as of February 17, 2006, and recorded with the Lake County Recorder of Deeds on February 28, 2006 as Document Number 5953950, and the First Amended and Restated Trail Easement Agreement by and between GRANTOR and the Forest Preserve District, dated as of September 11, 2007, and recorded with the Lake County Recorder of Deeds on October 16, 2007 as Document Number 6256543 and re-recorded with the Lake County Recorder of Deeds on November 28, 2007 as Document Number 6273777 (the "Forest Preserve Easement"). GRANTOR acknowledges that GRANTEE and the Forest Preserve District have entered into a separate intergovernmental agreement to address their respective rights regarding the Forest Preserve Easement and the NON-EXCLUSIVE PERMANENT WATERMAIN EASEMENT granted herein (the "Intergovernmental Agreement").

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, provided, however, that GRANTOR shall be entitled to exercise all retained rights of use and occupation of the Easement Premises in accordance with this Agreement.

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, subject to the terms of this Agreement.

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 as necessary to maintain the Facilities and the Easement Premises in a safe and sanitary condition. Installation of the Facilities shall be done (i) in accordance with the "Approved Plans" (as defined in the Intergovernmental Agreement), for the benefit of the Forest Preserve District and (ii) otherwise 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. GRANTEE shall coordinate with GRANTOR in connection with the installation of the Facilities and the performance of any capital improvements or non-routine, non-emergency maintenance and repairs, including by providing GRANTOR with copies of project plans and cooperating with GRANTOR to resolve any comments on the project or plans. Subject to the foregoing, GRANTEE shall have the right of ingress and egress to and from the Easement

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Premises as reasonably necessary for Installation of the Facilities.

7. GRANTEE hereby agrees to and shall protect, defend, indemnify, and hold GRANTOR, its officers, officials, employees, agents, beneficiaries, successors and assigns, harmless against any and all claims, demands, causes of action, losses, injuries, and actions (at law or in equity) resulting from, arising out of, or caused by any negligent or willful and wanton acts of GRANTEE relating to the Installation of the Facilities on the Easement Premises or GRANTEE's exercise of its rights, privileges, or authorities under this Agreement.

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, if required by law, from the Village or any other body or agency having jurisdiction 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 that causes or creates an actual or imminent threat to public health, safety, or welfare, 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: Village of Volo
Attn: Michael May, Village Administrator
500 S. Fish Lake Road
Volo, IL 60073

with a copy to: Filippini Law Firm
Attn: Victor Filippini
990 Grove Street, Suite 220
Evanston, IL 60201

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

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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

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]

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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

By: 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 _____ 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: _

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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 _____, 2015.

Notary Public

My commission expires: _

EXHIBIT A
Legal Description of the Easement Premises

Common Address:

Permanent Index Number:

Legal Description:

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