



LAKE COUNTY FOREST PRESERVES

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Preservation, Restoration, Education and Recreation

DATE: April 6, 2015

MEMO TO: Carol Calabresa, Chair
Land Preservation and Acquisition Committee

S. Michael Rummel, Chair
Finance and Administrative Committee

FROM: Randall L. Seebach
Director of Planning and Land Preservation

SUBJECT: Temporary Easement Agreement for access and staging at E. L. Ryerson Conservation Area

RECOMMENDATION: Recommend Approval of a Resolution approving an Easement Agreement with Standard Bank and Trust Company, Trustee (“Loukas”), providing the District with access and a staging area for the construction of the Des Plaines River Trail at E. L. Ryerson Conservation Area.

BACKGROUND: In December 2014, the District acquired the 4.15-acre Boznos property (“Boznos”), which was the final parcel necessary to complete the last remaining 1,500’ section of the Des Plaines River Trail (“DPRT”). The District’s first acquisition, in 1961, was also the initial parcel in what would become the DPRT, and two years later it passed an Ordinance calling for the creation of a Forest Preserve in and along the Des Plaines River for the “purpose of education, pleasure and recreation of the public,” connecting that property via forested corridors and pathways. One of the District’s fundamental goals since then has been the completion of the DPRT, a regional trail that would stretch the entire length of Lake County from the Wisconsin border to Cook County.

By procuring a Temporary Easement for trail construction access and staging across the Loukas property, the District and its contractors will have a more direct and efficient route for construction of the remaining DPRT trail segment. This access will allow the construction to occur without closing or damaging portions of the existing DPRT. Access to the trail construction site from the north is problematic due to weight and size restrictions on an existing bridge along Riverside Road and the absence of a traffic light at Milwaukee Avenue. Access to the construction site from the south would require the use of Estonian Lane, nearly one half mile from the southern end of the construction area, and require the closure of a long section of the existing DPRT and potential disruption to the smaller residential area along Estonian Lane.

REASON FOR RECOMMENDATION: Committee recommendation and Board approval are required in accordance with District policy.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Legal Counsel

FINANCIAL DATA: The easement fee agreed upon by the District and Loukas is \$3,000 per month, prorated for any partial months. Of that total amount, \$1,000 per month will be funded from the 2008 Referendum Bonds and is included in the adopted FY 2014/15 Budget (Series 2010A) account number 33214100-801000. The remaining \$2000 per month easement fee will be funded as part of the adopted FY 2014/15 Capital Improvement Plan in the amount of 604,090.00 and will be charged to account 35634100-803200-63302.

PRESENTER: Randall L. Seebach

STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
 LAKE COUNTY FOREST PRESERVE DISTRICT
 REGULAR APRIL MEETING
 APRIL 14, 2015**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **LAND PRESERVATION AND ACQUISITION COMMITTEE** and **FINANCE AND ADMINISTRATIVE COMMITTEE** present herewith “A Resolution approving an Easement Agreement with Standard Bank and Trust Company for access and staging at E. L. Ryerson Conservation Area,” and request its adoption.

LAND PRESERVATION AND ACQUISITION COMMITTEE:	YEA	NAY	FINANCE AND ADMINISTRATIVE COMMITTEE:	YEA	NAY
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Carol Calabresa, Chair			S. Michael Rummel, Chair		
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Steve W. Mandel, Vice Chair			Linda Pedersen, Vice Chair		
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Bonnie Thomson Carter			Steve Carlson		
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Linda Pedersen			Bill Durkin		
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Tom Weber			Sandra Hart		
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Werfel			Aaron Lawlor		
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Terry Wilke			Audrey Nixon		

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

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH
STANDARD BANK AND TRUST COMPANY FOR ACCESS AND STAGING AT
E. L. RYERSON CONSERVATION AREA**

WHEREAS, the Lake County Forest Preserve District (the "District") owns property that is adjacent to the Des Plaines River known as the Edward L. Ryerson Conservation Area (the "District Property"); and

WHEREAS, the District desires to construct a segment of the Des Plaines River Trail within a portion of the District Property (the "Project"); and

WHEREAS, Standard Bank and Trust Company, as trustee, ("Owner") owns certain property (the "Trust Property") adjacent to the District Property, and the District desires to gain access across the Trust Property so that the District can perform the Project; and

WHEREAS, it is in the best interests of the District to enter into an agreement with the Owner that grants an easement to the District allowing it to gain access to the District Property through the Trust Property so that the District can perform the Project, in substantially the form attached hereto (the "Easement Agreement"); and

WHEREAS, it is in the best interests of the District to approve the Easement Agreement in substantially the form attached hereto;

WHEREAS, pursuant to Sections 5 and 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/5 and 6, the District is authorized to acquire easements in real property;

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 a part of this Resolution by this reference.

Section 2. Approval of Easement Agreement. The Easement Agreement 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 Easement Agreement and all documents necessary to complete the transactions contemplated herein, provided that such documents are first reviewed and approved by the District's Legal Counsel.

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 _____, 2015

AYES:

NAYS:

APPROVED this ____ day of _____, 2015

Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit # _____

Temporary Easement Agreement

This Temporary Easement Agreement (this "Agreement") is effective as of the date upon which it is fully executed by both parties, as indicated by their signatures below (the "Effective Date") and is between the **Lake County Forest Preserve District**, a body politic and corporate, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq. (the "Grantee"), and **Standard Bank and Trust Company, as Trustee under Trust No. 21103** ("Grantor"). For the consideration stated below, the Grantor and Grantee agree:

1. **Background.** The Grantor holds fee simple title to property commonly known as the Cubby Bear North property, 21657 North Illinois Route 21, in unincorporated Lake County, Illinois, legally described on Exhibit A to this Agreement, and generally depicted on Exhibit B as, the "Subject Property". Grantee desires to enter onto and use the following portions of the Subject Property for the following purposes:

- (a) that part of the Subject Property legally described on Exhibit A to this Agreement, and generally depicted on Exhibit B to this Agreement, as the "Access Easement Premises" for the purpose of providing vehicles with ingress and egress between State Route 21 and Grantee's property located directly east of the Subject Property and commonly known as the Des Plaines River Trail Corridor (the "Grantee's Property") so that such vehicles may transport equipment, material, and personnel to and from Grantee's Property as necessary or desirable for Grantee and its contractors to construct trail and related improvements (the "Trail Construction") on Grantee's Property (the "Access Activities") and
- (b) that part of the Subject Property legally described on Exhibit A to this Agreement, and generally depicted on Exhibit B to this Agreement, as the "Staging Area Easement Premises" for the purpose of delivering, storing, preparing, and transporting equipment, material, and personnel necessary for or related to the Trail Construction (the "Staging Activities").

The Access Activities and the Staging Activities are referred to in this Agreement collectively as the "Work." The Access Easement Premises and the Staging Area Easement Premises are referred to in this Agreement collectively as the "Easement Premises." The Grantor is willing to allow Grantee to enter and use the Easement Premises temporarily to perform the Work in accordance with the terms and conditions of this Agreement. In addition, the Grantor desires to (a) prevent access to portions of the Subject Property other than the Easement Premises, specifically, a parking lot located on the Subject Property, generally depicted on Exhibit B as "Grantor's Parking Lot" and (b) reserve the right to terminate the easement granted herein if it sells the Subject Property.

2. **Grant of Easement; Term.** The Grantor hereby grants to Grantee, for its own use and for the use of its contractors and agents:

- (a) an easement to enter upon and use the Access Easement Premises for the sole purpose of performing the Access Activities (the "Access Easement") and
- (b) an easement to enter upon and use the Staging Area Easement Premises for the sole purpose of performing the Staging Activities (the "Staging Easement") (the Access Easement and the Staging Easement are referred to in this Agreement collectively as the "Easement").

The term of the Easement (the "Term") will commence on the date Grantor receives written notice from Grantee that Grantee intends to commence the Work (the "Commencement Date") and will end at 11:59

p.m. on the date that is the earlier of (a) December 31, 2015, (b) the date Grantor receives a written notice from Grantee that it has completed all the Work and all the Restoration Work (as defined in Section 5 of this Agreement), and (c) the 90th day after Grantee receives a written notice from Grantor that Grantor has entered into an agreement to sell the Subject Property.

3. **Easement Fee.** On the Commencement Date and on the first day of each calendar month during the Term, Grantee shall pay to Grantor an easement fee equal to \$3,000.00 per month, prorated for any partial month included in the Term. If the Term ends before the last day of a calendar month, Grantor shall refund to Grantee a prorated portion of the monthly easement fee.

4. **Performance of Work; Maintenance of Grantor's Property.** Grantee will perform the Work solely on the Easement Premises, in a good and workmanlike manner, at no cost and expense to the Grantor, and in accordance with all applicable laws. At all times during the Term, Grantee must keep the Access Easement Premises available for other vehicular traffic and promptly remove mud, dirt, or debris deposited by Grantee, or its agent or contractor, from (a) that portion of the Access Easement Premises located within 300 feet of the right of way of Illinois State Route 21 and (b) any property owned by the Grantor adjacent to the Easement Premises, including Grantor's Parking Lot. In addition, prior to commencing Work, Grantee shall (a) install concrete barriers in the locations on the Easement Premises identified on Exhibit B as the "Concrete Barriers," with the intent to deter any Access Activities from occurring on Grantor's Parking Lot and any Staging Activities from occurring on the property located south of the Subject Property and (b) install a sign prohibiting construction traffic from entering Grantor's Parking Lot, in the location on Grantor's Parking Lot shown on Exhibit B as "No Construction Traffic Sign." However, Grantor shall leave a gap within the concrete barriers, generally wide enough to allow passage of a passenger vehicle, so that Grantor and its invitees and guests may gain access to Grantor's Parking Lot.

5. **Restoration and Vacation.** Upon completion of the Work, and in any event prior to the expiration of the Term, Grantee shall, at no cost to the Grantor, (a) remove any material, equipment, mud, dirt, or debris from the Easement Premises that were placed there by Grantor or its contractors or agents, (b) repair any damage to the asphalt within the Easement Premises that was caused by Grantee or its contractors or agents to a condition as good or better than its condition prior to such damage, and (c) if any striping for parking spaces within the Staging Area Easement Premises was removed or damaged by the Staging Activities, re-stripe such parking spaces (collectively, the "Restoration Work"). After the Restoration Work is completed, and at or prior to the end of the Term, Grantee shall vacate the Easement Premises.

6. **Reservation of Rights.** The Grantor reserves its right to: (a) use the Access Easement Premises for ingress and egress and in any other manner that will not unreasonably prevent, impede, or interfere with Grantee's use of the Access Easement for Access Activities and (b) grant other non-exclusive licenses or easements within the Access Easement Premises. However, at all times during the term, the Staging Area Easement shall be an exclusive easement within the Staging Area Easement Premises, unless another easement or license therein is approved by the District's Executive director.

7. **No Liens.** Grantee shall take all necessary action to keep the Easement Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with the Work or the Trail Construction.

8. **Insurance.** No later than the date upon which it commences Work, and at all times while performing Work, the Grantee shall obtain and maintain general liability insurance coverage (i) that includes Grantor as an additional insured with respect to any claim for death, personal injury, or property damage arising out of the Grantee's alleged negligent acts or omissions related to the Work and (ii) in an amount not less

than \$2 million. The Grantee shall also cause each contractor performing any part of the Work to obtain and maintain while such Work is being performed appropriate and adequate general liability insurance coverage (i) that includes Grantor as an additional insured with respect to any claim for death, personal injury, or property damage arising out of the contractor's alleged negligent acts or omissions related to the Work and (ii) in an amount not less than \$2 million. The Grantee will provide copies of the insurance policies of the Grantee and its contractors (if the insurance required in this Section is provided by an insurance company) or certificates of coverage (if the insurance required in this Section is provided by either an insurance company or a self-insured risk pool).

9. No Third Party Beneficiaries. Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Grantor and/or Grantee.

10. Indemnification. Grantee shall hold harmless, indemnify, and defend Grantor and its officers, agents, employees, and attorneys against any and all losses, expenses, claims, costs, causes of action, and damages, including litigation costs and attorneys' fees, resulting or alleged to result from death, personal injury, or property damage, arising from the negligent acts or omissions of the Grantee related to the Work, up to and subject to the additional insured coverage provided pursuant to Section 8. In addition, in each of its contracts with a contractor performing any part of the Work, the District shall require such contractor to hold harmless, indemnify, and defend Grantee and its officers, agents, employees, and attorneys against any and all losses, expenses, claims, costs, causes of action, and damages, including litigation costs and attorneys' fees, resulting or alleged to result from death, personal injury, or property damage, arising from the negligent acts or omissions of the contractor, up to and subject to the additional insured coverage provided pursuant to Section 8.

11. Assignment; Recording. Grantee may not assign its rights under this Agreement without Grantor's written consent. The parties will not record this Agreement against the Subject Property or any portion thereof. However, the Easement is intended to be an interest in real property owned by Grantee and enforceable as a real property right.

GRANTOR:

By: George Loukas
Name: George Loukas
Its: President Beneficiary
Date: 3-12-15

GRANTEE:

Ann Maine, President

Date: _____

Attest:

Julie Gragnani, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Ann B. Maine and Julie Gagnani, as President and Secretary, respectively, of the LAKE COUNTY FOREST PRESERVE DISTRICT, a party to the foregoing Agreement, personally known or identified to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of the District, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2015.

By: _____ [SEAL]
Notary Public

Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that George Loukas and _____, as the Beneficiary of Standard Bank and Trust Company, as Trustee under Trust No. 21103 a party to the foregoing Agreement, personally known or identified to me to be the same persons whose names are subscribed to the foregoing instrument as such beneficiaries and _____, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of Standard Bank and Trust Company, as Trustee under Trust No. 21103 for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of MARCH, 2015.

By: _____ [SEAL]
Notary Public

Commission Expires: _____

