

RESOLUTION 2012-118

A RESOLUTION AUTHORIZING THE EXECUTION OF A EASEMENT AGREEMENT WITH THE GREGG'S LANDING NORTH HOMEOWNERS ASSOCIATION TO ALLOW PLACEMENT OF AN UNDERGROUND ELECTRIC SERVICE LINE ON VILLAGE-OWNED PROPERTY, LOCATED ON THE WHITE DEER RUN GOLF COURSE

WHEREAS, the Village of Vernon Hills owns that portion of White Deer Run Golf Course running a distance of two hundred sixty two (262) feet north from Gregg's Parkway; and located immediately to the west of 1594, 1604 and 1624 Saint Andrews Drive; legally described in Exhibit A and depicted in Exhibit B, hereinafter described as "Easement property"; and

WHEREAS, the Gregg's Landing North Homeowners Association has requested to install underground electric service line within the "Easement Property" as described herein for the purpose of illuminating three subdivision entry signs located at the intersection of Saint Andrews Drive and Gregg's Parkway; and

WHEREAS, the Village supports the improvement plans for illuminating subdivision signs and agrees to allow the Gregg's Landing North Homeowners Association to place underground electrical service lines on the "Easement Property" consistent with the attached plans as setforth in Exhibit A and B.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:

That the Village Manager is authorized to execute an easement agreement with the Gregg's Landing North Homeowners Association to authorize placement of underground electrical service lines on Village-owned property located on that portion of White Deer Run Golf Course running a distance of two hundred sixty two (262) feet north from Gregg's Parkway; and located immediately to the west of 1594, 1604 and 1624 Saint Andrews Drive; legally described in Exhibit A and depicted in Exhibit B, hereinafter described as "Easement property"

Dated the 10th day of July 2012

Adopted by roll call vote as follows:

AYES: 4 – Koch, Marquardt, Williams, Byrne

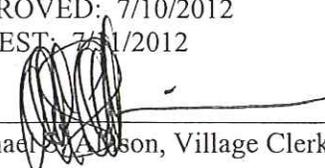
NAYS: 0 - None

ABSENT AND NOT VOTING: 3 – Hebda, Schultz, Schwartz



Roger L. Byrne, Village President

PASSED: 7/10/2012
APPROVED: 7/10/2012
ATTEST: 7/11/2012



Michael A. Wilson, Village Clerk



Exhibit A

Easement Agreement and Premises Legal Description

This Instrument Prepared By and
After Recording Please Return To:

Schain, Burney, Banks & Kenny.
70 W. Madison Street, Suite 4500
Chicago, Illinois 60602
Attn: Robert C. Kenny

GRANT OF ELECTIC SERVICE LINE EASEMENT

THIS GRANT OF EASEMENT is made as of this 23rd day of July, 2012 (hereinafter "**Effective Date**"), by the **VILLAGE OF VERNON HILLS**, an Illinois municipal corporation (hereinafter "**Grantor**"), to **GREGG'S LANDING NORTH HOMEOWNERS ASSOCIATION**, an Illinois not-for-profit corporation (hereinafter "**Grantee**").

RECITALS

A. Grantor is the owner of a ten (10) foot strip of land that is legally described on Exhibit "A" running a distance of two hundred sixty two (262) feet north from Greggs Parkway on that portion of the area identified on Exhibit "A" which is located along the east lot line of the White Deer Run Golf Course property, immediately to the west of 1594, 1604, and 1624 St. Andrews Drive and north of Greggs Parkway in the Greggs Landing development, located in the Village of Vernon Hills, Illinois, ("Village") (hereinafter "**Easement Property**"). The Easement Property is legally described and depicted on Exhibit "B" attached hereto.

B. Grantee desires to install the necessary electric service line within the Easement Property for the purpose of illuminating three subdivision entry signs located at the intersection of St Andrews Drive and Greggs Parkway.

C. Grantor has agreed to grant to Grantee an easement in the Easement Property for the purposes of extending the required electrical conduit underground to provide electrical service to the three subdivision entry signs.

WITNESSETH

In consideration of the mutual covenants and benefits in this Grant of Easement; the sum of Ten Dollars (\$10.00) paid by Grantee to Grantor, simultaneously with the execution and

delivery of this Grant of Easement; and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. **Easement.** Grantor hereby grants to Grantee a temporary and non-exclusive easement for the right, privilege and authority to construct, install, reconstruct, replace, remove, repair, alter, inspect and maintain electrical conduit and all facilities incidental thereto (the "Conduit"), within the Easement Premises together with the right of entry upon the Easement Property in order to construct, install, reconstruct, replace, remove, repair, alter, inspect and maintain the Conduit. The Conduit to be installed shall be in compliance with all Village and other applicable governmental entities, including the electrical utility company rules, regulations and ordinances.

2. **Restoration.** All installation, maintenance and repair done by Grantee hereunder shall be done with a minimum of interference with Grantor's use of the Grantor's Property, including the Easement Premises. The Grantee covenants and agrees to restore, at its sole cost and expense, all portions of the Grantor's Property to a condition equal to or better than that existing immediately preceding any work conducted, including, without limitation, repairing and replacing any pavement, sidewalk and landscaping materials, bushes, shrubs and trees. Any such restoration shall be commenced as soon as practicable following the Grantee's completion of the work it may from time to time perform hereunder. Grantee shall exercise due care not to damage any other improvements on the Grantor's Property, and Grantee shall also restore or repair and indemnify and hold the Village harmless in the event of any damage to such improvements and to any below-ground facilities (including utility facilities) caused by the exercise of Grantee's rights hereunder.

All such work shall be performed by Grantee in a commercially reasonable manner and at Grantee's sole cost and expense.

3. **Use by Grantee.** Grantor hereby agrees that the Grantee may, when necessary and convenient to do so, go in, on, upon, over and across the Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant and the easements created hereby are made.

4. **Reservation of Rights.** The right is hereby reserved to Grantor to use the Easement Premises for any purpose which is consistent with the use for which this Grant is made. Notwithstanding anything herein to the contrary and not in limitation of the foregoing sentence, Grantor reserves the right to use the Easement Premises for golf course uses.

5. **Insurance; Liens.** Grantee shall require any third-party contractors constructing, installing, repairing or maintaining the Conduit to post a performance bond for the full amount of any such work to be performed and to maintain liability insurance during the time any such work is performed within the Easement Premises. Grantee shall remove or bond over any mechanic's or other liens resulting from or arising out of its exercise of rights hereunder within ten (10) days from the filing thereof. If Grantee fails to discharge said liens, Grantor may bond over or pay the same without inquiring into the validity or merits of same. Said liens and all sums so advanced by Grantor, including Grantor's expenses and attorneys' fees, shall be paid on demand by Grantee.

Grantee shall procure and maintain (or cause to be procured and maintained) during the entire term of this Grant of Easement commercial general liability and property damage insurance against claims for personal injury or death occurring upon the Easement Premises with single limit coverage of not less than an aggregate of Five Million Dollars (\$5,000,000.00) including umbrella coverage, if any, and with a single limit coverage of property damage of not less than One Million and No/100 Dollars (\$1,000,000.00). All of Grantee's policies of insurance shall name Grantor as an Additional Insured thereunder.

Further, Grantee shall provide a Certificate of Insurance to Grantor evidencing all of the required coverages prior to commencing any work within the Easement Premises. The Certificate of Insurance must remain current (or be replaced with a current Certificate) at all times during the term of this Grant of Easement. All policies of insurance must be written by insurance carriers licensed to do business in the State of Illinois and have an A.M. Best's rating of not less than A-VII. All of Grantee's liability policies shall be endorsed to be primary and non-contributory to the Additional Insureds and shall contain either a cross-liability endorsement or separation of insureds provision which permits the limits of liability under Grantee's policies to apply separately to each Additional Insured. Each policy shall contain a provision that the insurance company shall give all Additional Insureds with thirty (30) days written notice in advance of any cancellation, lapse, reduction in amount of coverage or any other adverse change to the policy or insurer. The minimum limits of any insurance coverage required to be carried by Grantee shall not limit Grantee's liability under the indemnity provision herein for any uninsured losses or costs incurred by Grantor.

6. **Term and Termination.** So long as Grantee is not in default under the terms and conditions set forth herein, this Grant of Easement shall continue for a period of twenty (20) years from the Effective Date and shall automatically renew for successive twenty (20) year periods until either the signs for which the conduit is installed no longer exist, the Grant of Easement is terminated by mutual consent of the parties or revoked by Grantor as provided herein in this Section 6. Grantor may revoke this Grant of Easement upon thirty (30) days' prior written notice to Grantee if Grantor at any time reasonably determines that Grantee is in material breach hereunder, and if, after giving Grantee written notice specifying the nature of the breach, Grantee fails to cure such breach within thirty (30) days following notice from Grantor; provided, however, Grantor may not terminate this Grant of Easement if Grantee has commenced to cure the breach within said 30-day period and is diligently and continuously pursuing the remedies or steps necessary to cure or correct such breach and Grantee does, in fact, cure or correct the breach as soon as reasonably practicable and, in any event, within ninety (90) days after notice thereof from Grantor to Grantee. Upon termination of this Grant of Easement, all rights granted to Grantee hereunder shall automatically terminate and revert to Grantor.

Further, Grantor, shall have the right, pursuant to the terms set forth herein, to revoke this easement, if it becomes necessary for the public health and/or safety, or public road purposes to cause the signs and/or easement to be removed.

In the event Grantor exercises its right to revoke this Grant of Easement as set forth above, Grantor shall have the further right to immediately remove the conduit located on the Easement Premises at Grantor's sole cost and expense.

Further, in the event Grantor needs to permanently remove the conduit from the Easement Premises for public health and/or safety, Grantor shall have the right to immediately revoke this Grant of Easement and remove any and all conduit from the Easement Premises. Grantee expressly waives any and all other claims it may have against Grantor hereunder in the event Grantor removes the conduit, either temporarily or permanently.

7. **Successors and Assigns; Runs With the Land.** The easement granted herein shall run with the land and that the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns. This grant of easement shall be recorded with the Office of the Recorder of Deeds for Lake County, Illinois. The cost of recording shall be borne by the Grantee.

8. **Unenforceability.** If any covenant or provision contained herein is held for any reason to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

9. **Governing Law.** This Grant shall be governed by and construed in accordance with the laws of the State of Illinois.

10. **Notice.** All notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case to the parties as set forth below:

If to Grantor:

Village of Vernon Hills, Illinois
290 Evergreen Drive
Vernon Hills, Illinois 60061

Attn: Village Manager

If to Grantee:

Gregg's Landing North Homeowners Association
c/o Alma Property Management
890 East Higgins Road, Suite 154

Schaumburg, IL 60173
Attn: Property Manager

with a copy to:

Schain, Burney, Banks & Kenny
70 W. Madison Street, Suite 4500
Chicago, Illinois 60602
Attn: Robert C. Kenny

with a copy to:

Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606
Attn: James V. Ferolo

Exhibit A

Easement Premises

A ten (10) foot wide Easement more particularly described and contained within the following Legal Description:

THAT PART OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 58 OF THE ST. ANDREWS PLAT OF SUBDIVISION, RECORDED ON MARCH 31, 1997 AS DOCUMENT NUMBER 3950273, SAID POINT BEING THE PLACE OF BEGINNING, THENCE NORTH 32 DEGREES 37 MINUTES 42 SECONDS EAST, ALONG THE REAR LOT LINES AND WESTERN EDGES OF LOTS 58, 57, AND 56, 214.10 FEET, TO THE NORTHWEST CORNER OF LOT 56, THENCE NORTH 54 DEGREES 13 MINUTES 41 SECONDS WEST, 10.00 FEET, THENCE SOUTH 32 DEGREES 37 MINUTES 42 SECONDS WEST, 262.10 FEET, THENCE SOUTH 54 DEGREES 13 MINUTES 41 SECONDS EAST, 10.00 FEET, THENCE NORTH 32 DEGREES 37 MINUTES 42 SECONDS EAST, 48.00 FEET TO THE PLACE OF BEGINNING.

11. **Headings.** The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may not be considered in interpreting the provisions of this Grant of Easement.

12. **Counterparts.** This Grant of Easement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Easement to be executed as of the day and year first set forth above.

GRANTOR:

VILLAGE OF VERNON HILLS,
an Illinois municipal corporation

By: 
Name: Roger Byrne
Its: Village President

GRANTEE:

GREGG'S LANDING NORTH HOMEOWNERS ASSOCIATION,
an Illinois not-for-profit corporation

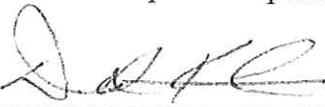
By: 
Name: DONALD KATHAN
Its: PRESIDENT

Exhibit B
Electric Service Line Easement

Date: 6-27-2012

N

1 inch = 60 feet



 Parcels (Lake County)

 Electric Easement Area

 10' x 262'

