

**VILLAGE OF VERNON HILLS  
RESOLUTION 2021-019**

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT FOR INGRESS AND EGRESS TO PIN #11-32-200-002 (LAKE COUNTY PUBLIC WORKS WHITE DEER RUN WATER RESERVOIR)**

**WHEREAS**, Lake County Public Works is proposing to add a new water reservoir east of the existing White Deer Run/ Heritage Golf Course Maintenance building; and

**WHEREAS**, the Village of Mundelein is the current owner of said parcel; and

**WHEREAS**, Lake County has agreed to purchase said parcel which requires access to the parcel; and

**WHEREAS**, Lake County and the Villages of Mundelein and Vernon Hills agree to provide access for the three parties benefit; and

**WHEREAS**, Lake County and the Village of Mundelein have executed the Easement Agreement for Ingress and Egress to PIN # 11-32-200-002 (the "Agreement"); and

**WHEREAS**, said Agreement provides protection to the Village of Vernon Hills to maintain their current access to the Seavey Ditch; and

**WHEREAS**, the Village Attorney and Director of Public Works have reviewed the Agreement and recommend its approval; and

**WHEREAS**, the Village Board has determined that it is in the best interest of the Village and its residents to approve of the Agreement.

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

**THAT**, this resolution approves the "Easement Agreement for Ingress and Egress to PIN # 11-32-200-002" and authorizes the Village Manager to sign this agreement.

Dated this 6<sup>th</sup> of July, 2021

Adopted by roll call vote as follows:

AYES: 6 – Marquardt, Koch, Forster, Oppenheim, Takaoka, Schenk

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Byrne

PASSED: 07/06/2021

APPROVED: 07/06/2021

ATTEST: 07/06/2021



  
Thom Koch Jr., Village President Pro Tem

  
Kevin Timony, Village Clerk

GIT

71005401 nwr2/2

WHEN RECORDED RETURN TO:

Return to:

Lake County Public Works  
Attn: Julie Gray  
650 Winchester Rd.  
Laborville, IL 60048

Prepared by:

Stephen Rice  
Lake County State's Atty's office  
18 N. City St  
Waukegan, IL 60085



Image# 061640280008 Type: EAS  
Recorded: 12/14/2021 at 10:34:49 AM  
Receipt#: 2021-00103637  
Page 1 of 8  
Fees: \$60.00  
IL Rental Housing Fund: \$9.00  
Lake County IL Recorder  
Mary Ellen Vanderventer Recorder  
File **7853648**

(Space above this line for recorder's use only)

GREATER ILLINOIS TITLE EXCHANGE BOARD  
63 E. Jackson St. 10th Fl.  
Chicago, IL 60604

Easement Agreement for Ingress and Egress to PIN # 11-32-200-002

THIS EASEMENT AGREEMENT ("Agreement") is between the Village of Vernon Hills ("Grantor") and the County of Lake (the "County") and Village of Mundelein ("Mundelein") (together, the County and Mundelein are hereinafter referred to as "Grantees"), all of which are Illinois entities formed under either the Illinois Counties Code (55 ILCS 5/1-1001 *et seq.*) or the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), and each of whom have the authority to act under authority of the Illinois Constitution (Art. 7, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

RECITALS

**Whereas:**

1. The County, acting through its Department of Public Works, has entered into an *Intergovernmental Agreement Regarding Sale of 240 W. Greggs Parkway, Pin # 11-32-200-002* (the "IGA") with Mundelein for the purpose of having the County acquire the real property commonly known as 240 W. Greggs Parkway, Pin # 11-32-200-002 (the "Parcel"), which is legally described in **Exhibit A** attached to this Agreement. The County intends to use the Parcel for the construction, use, and maintenance of a water reservoir facility (including all appurtenant equipment and devices) to be owned by the County (collectively, the "Reservoir").
2. The Reservoir is intended to expand the storage capacity of the portion of the County water system serving the properties within the corporate limits of the Grantor and will provide Grantor with enhanced emergency water reserves.
3. Access to the Parcel has historically been possible through an access road (the "Access Road") located on premises that runs mostly east-west and connects to West Greggs Parkway (the "Easement Premises"), as depicted on **Exhibit B-1** attached hereto, and is legally described on **Exhibit B-2** attached hereto.

83  
8

4. The Easement Premises are part of PIN 11-29-402-048, which is tax-exempt property owned by Grantor (the "**Grantor Parcel**"). The Easement Premises are subject to a certain easement dated June 1, 1961, and recorded as Document 1111081 in Book 1862, Page 196, in the Office of the Lake County Recorder, which Prior Easement inures to the benefit of Mundelein, and an Intergovernmental Agreement between the Village of Mundelein and the Village of Vernon Hills, dated July 21, 1998 (the "**Prior Easement Agreements**").
5. Subject to the terms of this Agreement, Grantor desires to grant to the Grantees, and Grantees desire to accept, an easement upon the Easement Premises for: (a) ingress and egress to the Parcel and to existing sewer facilities of Mundelein (the "**Sewer Facilities**") that lie within or adjoining the Easement Premises; and (b) the maintenance, improvement, repair, and replacement of the Access Road upon the Easement Premises.

**In consideration of the foregoing and the covenants and promises set forth below, the parties now agree as follows:**

1. **Incorporation of Recitals.** The recitals are incorporated into the body of this Agreement as if fully set forth in this first paragraph.

2. **Easement Grant.** Grantor grants and conveys to Grantees a perpetual, non-exclusive easement over and across the Easement Premises, as legally described in Exhibit B-2, for the purpose of ingress and egress to the Parcel. The access rights herein granted shall encompass those necessary for the Grantees, without cost or expense to Grantor, to:

- (a) construct, operate, and maintain (including repairing, replacing, or removing) the Reservoir;
- (b) construct, operate, and maintain (including repairing, replacing, or removing) the Sewer Facilities; and
- (c) construct, alter, improve, and maintain (including repairing, replacing, or removing) the Access Road,

including all uses reasonably necessary to carry out the continued operation of the Reservoir and the Sewer Facilities, as well as the use of the Access Road.

3. **Rights Reserved.** Grantor shall have and retains all rights to use and occupy the Easement Premises and access to Grantor Parcel, provided that Grantor's use and occupation of the Easement Premises does not interfere with Grantees' use of the Easement Premises for the purposes described in this Agreement. Grantor and Mundelein shall maintain the currently existing rights to access the culvert crossing located at the Seavey Ditch, as accessed from the current gravel road adjacent to the Access Road.

4. **Successors and Assigns.** This Agreement shall run with the land and will be binding on and will inure to the benefit of the parties, their heirs, successors, and assigns; provided, however, that if the Grantees (or their successors) terminate the use of their Reservoir

and Sewer Facilities, the easement shall be rescinded upon the removal of the Reservoir and Sewer Facilities from the Parcel.

5. **Modification.** The rights and responsibilities established in this Agreement are perpetual and may be modified only through a written document signed by the Grantor and Grantees.

6. **Other Rights Held By Mundelein.** This Agreement is intended to supplement and not replace any other rights that Mundelein has with regard to the Access Road, including under the Prior Easement Agreements. All such rights in the Prior Easement Agreements remain unaffected by this Agreement.

7. **Hold Harmless.** Grantees agree to hold the Grantor harmless from any loss, cost or damage that may arise in connection with this Easement or the use of the Easement Premises by the Grantees, its agents, employees or any other person using the Easement Premises on the Grantees' behalf. Grantees shall maintain, at their expense, public liability and property damage insurance policies covering their use of the Easement Premises.

8. **Recordation.** After execution, the County shall record this Agreement and provide a copy of the recorded Agreement to each of the Grantees.

9. **Effective Date.** This Agreement will become effective when signed by the Grantor and Grantees.

IN WITNESS WHEREOF, the parties have executed this Agreement through a duly authorized officer.

**GRANTOR:**

**The Village of Vernon Hills**  
an Illinois home rule municipal corporation

By:   
Name: Kevin Timony  
Title: Village Manager

**GRANTEES:**

**The County of Lake**

By: \_\_\_\_\_  
Name: Sandy Hart  
Title: County Board Chair

**The Village of Mundelein**  
an Illinois home rule municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

and Sewer facilities, the easement shall be rescinded upon the removal of the Reservoir and Sewer Facilities from the Parcel.

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IN WITNESS WHEREOF, the parties have executed this Agreement through a duly authorized officer.

**GRANTOR:**

**The Village of Vernon Hills**  
an Illinois home rule municipal corporation

By: *Mark Fleischauer*  
Name: Mark Fleischauer  
Title: Vernon Hills V.M.

**GRANTEES:**

**The County of Lake**

By: *Sandy Hart*  
Name: Sandy Hart  
Title: County Board Chair

**The Village of Mundelein**  
an Illinois home rule municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

and Sewer Facilities, the easement shall be rescinded upon the removal of the Reservoir and Sewer Facilities from the Parcel.

5. **Modification.** The rights and responsibilities established in this Agreement are perpetual and may be modified only through a written document signed by the Grantor and Grantees.

6. **Other Rights Held By Mundelein.** This Agreement is intended to supplement and not replace any other rights that Mundelein has with regard to the Access Road, including under the Prior Easement Agreements. All such rights in the Prior Easement Agreements remain unaffected by this Agreement.

7. **Hold Harmless.** Grantees agree to hold the Grantor harmless from any loss, cost or damage that may arise in connection with this Easement or the use of the Easement Premises by the Grantees, its agents, employees or any other person using the Easement Premises on the Grantees' behalf. Grantees shall maintain, at their expense, public liability and property damage insurance policies covering their use of the Easement Premises.

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**GRANTOR:**

**The Village of Vernon Hills**  
an Illinois home rule municipal corporation

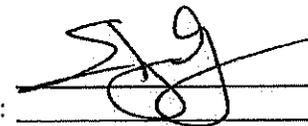
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEES:**

**The County of Lake**

By: \_\_\_\_\_  
Name: Sandy Hart  
Title: County Board Chair

**The Village of Mundelein**  
an Illinois home rule municipal corporation

By:   
Name: \_\_\_\_\_  
Title: Eric J. Guenther

Village Administrator

**EXHIBIT A**

**Legal Description of Parcel**

THAT PART OF SECTION 32 TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 660.00 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST 720.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 541.71 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY, THENCE NORTHEASTERLY ALONG SAID LAST DESCRIBED NORTHWESTERLY RIGHT OF WAY LINE, 511.14 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE BEING A CURVE TO THE RIGHT AND HAVING A RADIUS OF 2921.93 FEET, AN ARC DISTANCE OF 317.61 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH ALONG SAID LAST DESCRIBED EAST LINE, 140.56 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.417 ACRES, IN LAKE COUNTY, ILLINOIS.

PIN: 11-32-200-002



**EXHIBIT B-2**

**Legal Description of Access Road**

THAT PART OF OUTLOT 29 IN GREGG'S LANDING NORTH, BEING A SUBDIVISION OF PARTS OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 31, 1997 AS DOCUMENT NO. 3950268, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 14 IN PINE VALLEY SUBDIVISION (RECORDED APRIL 22, 1997 AS DOCUMENT NO. 3958979), BEING A PLAT OF RESUBDIVISION OF LOT 12 IN SAID GREGG'S LANDING NORTH SUBDIVISION, SAID LOT CORNER ALSO BEING A CORNER OF SAID OUTLOT 29; THENCE SOUTH 88 DEGREES 40 MINUTES 56 SECONDS WEST 563.86 FEET ALONG THE NORTH LINE OF SAID PINE VALLEY SUBDIVISION, SAID LINE ALSO BEING A LINE OF SAID OUTLOT 29; THENCE NORTH 39 DEGREES 00 MINUTES 27 SECONDS WEST 146.84 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GREGG'S PARKWAY IN SAID GREGG'S LANDING NORTH SUBDIVISION; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID GREGG'S PARKWAY, BEING A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 470.00 FEET AND AN ARC DISTANCE OF 45.04 FEET (CHORD OF SAID ARC BEARS NORTH 52 DEGREES 51 MINUTES 07 SECONDS EAST, 45.02 FEET); THENCE SOUTH 39 DEGREES 00 MINUTES 27 SECONDS EAST 123.28 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 56 SECONDS EAST 1065.50 FEET (MORE OR LESS) TO THE NORTHWEST CORNER OF A PARCEL OF LAND; THENCE SOUTH 00 DEGREES 38 MINUTES 49 SECONDS EAST 75.01 FEET ALONG THE WEST LINE OF SAID PARCEL OF LAND; THENCE SOUTH 88 DEGREES 40 MINUTES 56 SECONDS WEST 509.58 FEET (MORE OR LESS) TO THE NORTHEASTERLY LINE OF LOT 14 IN SAID PINE VALLEY SUBDIVISION; THENCE NORTH 25 DEGREES 11 MINUTES 14 SECONDS WEST 32.81 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 14 TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PIN 11-29-402-048

71005461 mwf 112

Mary Ellen Vanderverter

Lake County Recorder of Deeds

18 N COUNTY ST - 6<sup>th</sup> FLOOR

WAUKEGAN, IL 60086-4368

(847) 377-2676

fax (847) 984-6860

website: <http://www.lakecountyil.gov/recorder>

QUITCLAIM DEED

GIT

STATE OF ILLINOIS / Pub. Dept.

Waukegan, Illinois 60087

Return Recorded Document To:

County of Lake

650 W. Winchester Road

Libertyville, IL 60048

REAL ESTATE TRANSFER TAX

County: \$0.00

Illinois: \$0.00

Total: \$0.00



Stamp No: 2-063-698-576

Declaration ID: 20210804949907

Instrument No: 7853647

Date: 14-Dec-2021



Image# 061640270004 Type: DQC  
Recorded: 12/14/2021 at 10:34:49 AM  
Receipt#: 2021-00103637

Page 1 of 4

Fees: \$60.00

IL Rental Housing Fund: \$9.00

Lake County IL Recorder

Mary Ellen Vanderverter Recorder

File 7853647

Space Above for Recorder's Use

Name & Address of Taxpayer:

County of Lake

650 W. Winchester Road

Libertyville, IL 60048

THE GRANTOR(s) Village of Mundelein, an Illinois municipal corporation

of the City/Village of Mundelein County of Lake State of Illinois

for and in consideration of ten Dollars, CONVEY<sup>S</sup> and QUITCLAIM<sup>S</sup> to

THE GRANTEE(s) County of Lake, an Illinois body politic and corporate

(Grantee's address) 650 W. Winchester Road

of the City/Village of Libertyville County of Lake State of Illinois

in the form of ownership: sole ownership

(Sole Ownership or Joint Tenancy with Right of Survivorship or Tenancy in Common or Tenancy by the Entirety)

all interest in the following described Real Estate situated in the County of Lake, in the State of Illinois, to wit:

See Exhibit A attached

(Note: If additional space is required for legal, attach on a separate 8 1/2 x 11 sheet)

Permanent Index Number(s) P.I.N. 11-32-200-002

Property Address 26851 North Butterfield Road, Vernon Hills, Illinois 60061

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

(Note: If Grantor is also Grantee, you may want to strike Release and Waiver of Homestead Rights.)

Handwritten initials and the number 4 in a circle.

Dated this 12 day of July, 2021

Signature(s) of Grantor(s):

Village of Mundelein, an Illinois municipal corporation  
By: [Signature]  
Eric J. Guenther, Village Administrator  
(Printed Name)

STATE OF ILLINOIS }  
County of Lake } SS

I, the undersigned, a Notary Public in and of said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Eric J. Guenther, as Village Administrator

is personally known to me to be the same person whose name(s) is/are subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered said Instrument as his/her/their free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 12 day of July, 2021

Tamara A. Schafernaik  
Notary Public

My commission expires September 7, 2021

Name & Address of Preparer:  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014



Affix: State of Illinois / Lake County Transfer Stamp

or

Exempt under 35 ILCS 200/31-45 paragraph F

Section 4, Real Estate Transfer Act

Date: 9/3/2021

[Signature]  
Signature of Buyer, Seller or Representative

This copy is provided by the Recorder for use in Lake County, Illinois (revised March 5, 2014)  
A legal opinion is recommended prior to taking final action with this deed.  
Changes in ownership may have tax, inheritance and other legal ramifications.  
**Mary Ellen Vanderventer**  
Lake County Recorder

**Exhibit A**

THAT PART OF SECTION 32 TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 660.00 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST 720.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 541.71 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY, THENCE NORTHEASTERLY ALONG SAID LAST DESCRIBED NORTHWESTERLY RIGHT OF WAY LINE, 511.14 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE BEING A CURVE TO THE RIGHT AND HAVING A RADIUS OF 2921.93 FEET, AN ARC DISTANCE OF 317.61 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH ALONG SAID LAST DESCRIBED EAST LINE, 140.56 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.417 ACRES, IN LAKE COUNTY, ILLINOIS.



Plat Act Affidavit

18 N County St - 6th Floor  
Waukegan, IL 60085-4358  
Phone: (847) 377-2575  
FAX: (847) 984-5860

STATE OF ILLINOIS }  
COUNTY OF LAKE } SS

I, (name) Michael Smoron being duly sworn on oath, state that I reside at 50 N. Virginia Street, Crystal Lake, IL, and that the attached deed is not in violation of the Plat Act, Ch. 765 ILCS 205/1.1(b), as the provisions of this Act do not apply and no plat is required due to the following allowed exception **(Circle the number applicable to the attached deed):**

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- 6.** The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

AFFIANT further states that this affidavit is made for the purpose of inducing the RECORDER OF LAKE COUNTY, ILLINOIS to accept the attached deed for recording. (This affidavit is not applicable to Facsimile Assignment of Beneficial Interest.)

SUBSCRIBED and SWORN to before me this 24th day of August, 2021

Michael Smoron  
(Signature)

Notary: Christina Walker  
**OFFICIAL SEAL** (seal)  
**CHRISTINA WALKER**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 09/09/2022