

**VILLAGE OF VERNON HILLS
RESOLUTION 2022-020**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH THE PROPERTY
OWNERS AT HAWTHORN CLUB SUBDIVISION UNIT 1 LOTS 126 AND 127**

WHEREAS, the Village of Vernon Hills, Lake County, Illinois (the “Village”) is a home rule municipality, pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village has worked with the Village of Long Grove and the owners of the Abbott Farm to mitigate floodwater impacts from their ponds; and

WHEREAS, progress on reducing the probability of their outfall clogging has been achieved, but additional measures are required; and

WHEREAS, the Village has included \$100,000 in the approved FY2022-23 budget in the Stormwater Projects- Local Drainage account (#0209111-550030); and

WHEREAS, staff has developed a plan to lower the overflow elevation at the sideyard summit of the referenced lots to increase the flood protection of the adjacent houses; and

WHEREAS, the Village desires to enter into the a Grant of Temporary Construction Easement Agreement (“Agreement”) with the property owners of the Hawthorn Club Subdivision Unit 1 Lots 126 and 127 attached hereto as Exhibit “A”; and

WHEREAS, the temporary construction easements are required to perform the work outside of the existing permanent easements; and

WHEREAS, the President and the Board of Trustees find that entering into the attached Agreement is in the best interests of the Village and its residents.

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

THAT, the Village President or Village President Pro Tem is authorized to sign the attached documents titled, “Grant of Temporary Construction Easement” for each of the two lots.

Dated the 7th of June, 2022

Adopted by roll call votes as follows:

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

NAYS: 0 – None

ABSENT AND NOT VOTING: 1 – Byrne

PASSED: 06/07/2022

APPROVED: 06/07/2022

ATTEST: 06/07/2022



Kevin Timony, Village Clerk

Resolution 2022-020
Page 1 of 2





Thom Koch, Jr., Chairman Pro Tem

EXHIBIT A

GRANT OF TEMPORARY CONSTRUCTION EASEMENT DOCUMENTS

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT (the "Easement") is made and entered into this 31st day of May, 2022, by and among Kenneth R. Margules and Edith Kohl Margules, his spouse, of 744 Noble Circle, Vernon Hills, Illinois 60061 (hereinafter referred to as the "GRANTORS"), and VILLAGE OF VERNON HILLS, an Illinois municipal corporation, having an address at is 290 Evergreen Drive, Vernon Hills, IL 60061 (hereinafter referred to as the "GRANTEE").

RECITALS

1. GRANTORS are the owners of fee simple title to a parcel of real property located in Lake County, Illinois, as depicted on Exhibit A attached hereto and by this reference made a part hereof (hereinafter the "Property") and are in possession thereof.
2. GRANTEE proposes to install a drainage structure and regrade the sideyard to improve the overflow capacity (the "Project").
3. GRANTORS have agreed to grant to GRANTEE a temporary construction easement on the Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of FIVE AND 00/100 DOLLARS (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTORS do hereby grant the following easement as hereinafter set forth:

1. Recitals. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.
2. Grant of Temporary Construction Easement. Grantors do hereby grant to Grantee and its employees, licensees, agents, independent contractors, successors and assigns, the right, easement and privilege to enter upon that portion of the Property depicted in Exhibit b for the purpose of installation of a drainage structure over the existing storm sewer and regrade the area to improve the overflow capacity (hereinafter the "Project").
3. Purpose of Temporary Construction Easement. The Temporary Construction Easement granted herein is intended for working within the area of the Easement Premises to install a drainage structure over the existing storm sewer and regrade the area to improve the overflow capacity and to perform restoration of the Easement Premises. The permanent storm structure installed by the GRANTEE, will be maintained by the GRANTEE as part of our public storm sewer system, and GRANTORS shall have sole responsibility for the maintenance of the lawn after its installation.
4. Use of Easements. GRANTEE shall have the right to do all things necessary, useful or convenient for the purposes outlined in Paragraph 3, above. GRANTORS hereby covenant with GRANTEE that GRANTEE shall have quiet and peaceful possession, use and enjoyment of the easement granted herein.

5. Covenants Running with the Land. This Easement, and all the rights, conditions, covenants and interests set forth herein and created hereby are intended to and shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

6. Duration of Temporary Construction Easement. The Easement shall commence after GRANTEE has executed this Temporary Construction Easement. GRANTEE estimates construction of the Project shall occur between approximately May 15, 2022 through June 30, 2022, and GRANTEE shall keep GRANTORS generally informed of the schedule of the Project. The Easement shall automatically terminate and expire upon the earlier of: (i) the date construction of the Facilities is completed, or (ii) December 31, 2022. GRANTEE shall have the right to extend the Easement for up to sixty (60) calendar days by delivering written notice to GRANTOR no later than November 1, 2022. Upon the expiration of the term of the Easement, (a) all of the rights and benefits of GRANTEE with respect to the Easement shall automatically terminate and be of no further force and effect and (b) GRANTEE must remove from the Easement Premises all of GRANTEE's materials, equipment, and other property and restore the Property to the condition it was in prior to the date GRANTEE began the work, as reasonably practicable.

7. Rights Reserved. The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. GRANTORS shall have the right to use the Property, or any portion thereof, or any property of GRANTORS adjoining the Property for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of GRANTEE. However, obstructions shall not be placed over GRANTEE's facilities or in, upon or over the Property without the prior written consent of GRANTEE.

8. Indemnification/Hold Harmless. Subject to the provisions of the Illinois Local Governmental and Governmental Employees Tort Immunity Act, and to the extent permitted by law, GRANTEE agrees to protect, indemnify, defend, and save GRANTORS harmless from and against all claims, demands, losses, liabilities, and causes of action of every kind and character in any way resulting from the acts or omissions of the GRANTEE, the GRANTEE'S agents, employees, representatives, or contractors. If such property damage, personal injury or loss results from the joint negligence or willful misconduct of GRANTOR and GRANTEE, GRANTEE's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct.

9. Miscellaneous. No modification or amendment of this Easement shall be of any force or effect unless in writing executed by both GRANTORS and GRANTEE and recorded in the Public Records of Lake County, Illinois. If GRANTORS or GRANTEE obtain a judgment against the other party by reason of breach of this Easement, attorneys' fees and costs, at both the trial and appellate levels shall be included in such judgment. This Easement shall be interpreted in accordance with the laws of the State of Illinois, both substantive and remedial.

IN WITNESS WHEREOF, GRANTORS and GRANTEE have caused these presents to be executed as of the day and year first above written.

GRANTORS:

Kenneth D Margules

Edith Kohl Margules

GRANTEE:

VILLAGE OF VERNON HILLS,
an Illinois municipal corporation

By: *Thomas Koch*
Village President
Pro Tem

Attest: *K. Tins*
Village Clerk

EXHIBIT A

Hawthorn Club Subdivision Unit 1 Lot 126

EXHIBIT B

Northernmost 10 feet of Hawthorn Club Subdivision Unit 1 Lot 126

ACKNOWLEDGMENTS

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 KENNETH R MARSULES and EDITH KOHL MARSULES his spouse, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of June, 2022.

Andrea Jones
Notary Public

Commission expires 10-14-2025



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 Thom Koch, personally known to me to be the President of the Village of Vernon Hills, and Kevin Timony, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 7th day of June, 2022.

Elizabeth Koehl
Notary Public

Commission expires: 7/22/2023



GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT (the "Easement") is made and entered into this 31st day of May, 2022, by and among John R. McLain and Monika McLain his spouse, of 728 Noble Circle Vernon Hills, Illinois 60061 (hereinafter referred to as the "GRANTORS"), and VILLAGE OF VERNON HILLS, an Illinois municipal corporation, having an address at is 290 Evergreen Drive, Vernon Hills, IL 60061 (hereinafter referred to as the "GRANTEE").

RECITALS

1. GRANTORS are the owners of fee simple title to a parcel of real property located in Lake County, Illinois, as depicted on Exhibit A attached hereto and by this reference made a part hereof (hereinafter the "Property") and are in possession thereof.
2. GRANTEE proposes to install a drainage structure and regrade the sideyard to improve the overflow capacity (the "Project").
3. GRANTORS have agreed to grant to GRANTEE a permanent non-exclusive easement for storm sewer purposes and a temporary construction easement on the Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of FIVE AND 00/100 DOLLARS (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTORS do hereby grant the following easement as hereinafter set forth:

1. Recitals. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.
2. Grant of Temporary Construction Easement. Grantors do hereby grant to Grantee and its employees, licensees, agents, independent contractors, successors and assigns, the right, easement and privilege to enter upon that portion of the Property depicted in Exhibit b for the purpose of installation of a drainage structure over the existing storm sewer and regrade the area to improve the overflow capacity (hereinafter the "Project").
3. Purpose of Temporary Construction Easement. The Temporary Construction Easement granted herein is intended for working within the area of the Easement Premises to install a drainage structure over the existing storm sewer and regrade the area to improve the overflow capacity and to perform restoration of the Easement Premises. The permanent storm structure installed by the GRANTEE, will be maintained by the GRANTEE as part of our public storm sewer system, and GRANTORS shall have sole responsibility for the maintenance of the lawn after its installation.
4. Use of Easements. GRANTEE shall have the right to do all things necessary, useful or convenient for the purposes outlined in Paragraph 3, above. GRANTORS hereby covenant with GRANTEE that GRANTEE shall have quiet and peaceful possession, use and enjoyment of the easement granted herein.

5. Covenants Running with the Land. This Easement, and all the rights, conditions, covenants and interests set forth herein and created hereby are intended to and shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

6. Duration of Temporary Construction Easement. The Easement shall commence after GRANTEE has executed this Temporary Construction Easement. GRANTEE estimates construction of the Project shall occur between approximately May 15, 2022 through June 30, 2022, and GRANTEE shall keep GRANTORS generally informed of the schedule of the Project. The Easement shall automatically terminate and expire upon the earlier of: (i) the date construction of the Facilities is completed, or (ii) December 31, 2022. GRANTEE shall have the right to extend the Easement for up to sixty (60) calendar days by delivering written notice to GRANTOR no later than November 1, 2022. Upon the expiration of the term of the Easement, (a) all of the rights and benefits of GRANTEE with respect to the Easement shall automatically terminate and be of no further force and effect and (b) GRANTEE must remove from the Easement Premises all of GRANTEE's materials, equipment, and other property and restore the Property to the condition it was in prior to the date GRANTEE began the work, as reasonably practicable.

7. Rights Reserved. The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. GRANTORS shall have the right to use the Property, or any portion thereof, or any property of GRANTORS adjoining the Property for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of GRANTEE. However, obstructions shall not be placed over GRANTEE's facilities or in, upon or over the Property without the prior written consent of GRANTEE.

8. Indemnification/Hold Harmless. Subject to the provisions of the Illinois Local Governmental and Governmental Employees Tort Immunity Act, and to the extent permitted by law, GRANTEE agrees to protect, indemnify, defend, and save GRANTORS harmless from and against all claims, demands, losses, liabilities, and causes of action of every kind and character in any way resulting from the acts or omissions of the GRANTEE, the GRANTEE'S agents, employees, representatives, or contractors. If such property damage, personal injury or loss results from the joint negligence or willful misconduct of GRANTOR and GRANTEE, GRANTEE's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct.

9. Miscellaneous. No modification or amendment of this Easement shall be of any force or effect unless in writing executed by both GRANTORS and GRANTEE and recorded in the Public Records of Lake County, Illinois. If GRANTORS or GRANTEE obtain a judgment against the other party by reason of breach of this Easement, attorneys' fees and costs, at both the trial and appellate levels shall be included in such judgment. This Easement shall be interpreted in accordance with the laws of the State of Illinois, both substantive and remedial.

IN WITNESS WHEREOF, GRANTORS and GRANTEE have caused these presents to be executed as of the day and year first above written.

GRANTORS:





GRANTEE:

VILLAGE OF VERNON HILLS,
an Illinois municipal corporation

By: 
_____, Village President 

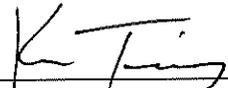
Attest: 
_____, Village Clerk

EXHIBIT A

Hawthorn Club Subdivision Unit 1 Lot 125

EXHIBIT B

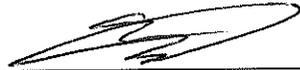
Southernmost 10 feet of Hawthorn Club Subdivision Unit 1 Lot 125

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

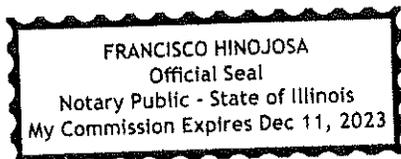
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named John R McLain and Monika McLain, his spouse, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27th day of May, 2022.



Notary Public

Commission expires Dec 11, 2023



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 Thom Koch, personally known to me to be the President of the Village of Vernon Hills, and Kevin Timony, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 7th day of June, 2022

Elizabeth Koehl
Notary Public

Commission expires: 7/22/2023

