

Item #1:

**Resolution Approving Agreement With LG Park District For
Improved Pathway Easements In Stonehaven Subdivision**

VILLAGE OF LONG GROVE
RESOLUTION NO. 2013-R-__

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF LONG GROVE AND THE LONG GROVE PARK DISTRICT FOR THE PURCHASE OF
AN IMPROVED PATHWAY EASEMENT

WHEREAS, the Village of Long Grove ("**Village**") and the Long Grove Park District ("**Owner**"), desire to enter into an Agreement of Purchase and Sale of Easement (the "**Easement Agreement**"); and

WHEREAS, the President and Board of Trustees of the Village of Long Grove have determined that it is in the best interests of the Village to approve the Easement Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

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

Section 2: Approval. The Easement Agreement between the Village and the Owner is hereby approved in substantially the form attached to this Resolution as Exhibit A.

Section 3: Authorization. The Village Manager and the Village Clerk of the Village of Long Grove are hereby authorized and directed to execute the Easement Agreement on behalf of the Village of Long Grove; provided, however, that the Village shall not execute and attest the Easement Agreement until (a) the Village Attorney confirms the final form of the Easement Agreement and its exhibits, and (b) the Village has received the Easement Agreement executed by the Owner.

Section 4: 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 27th day of August, 2013.

AYES: () Trustees

NAYS: ()

ABSENT: ()

APPROVED this 27th day of August, 2013.

Village President, Angela Underwood

ATTEST:

Village Clerk, Heidi Locker-Scheer

EXHIBIT A
EASEMENT AGREEMENT

AGREEMENT OF PURCHASE AND SALE OF EASEMENT

THIS AGREEMENT OF PURCHASE AND SALE OF EASEMENT ("Agreement") is entered into by the Long Grove Park District, an Illinois unit of local government ("Owner"), and the Village of Long Grove, an Illinois municipal corporation ("Buyer").

1. AGREEMENT TO SELL AND PURCHASE EASEMENTS

1.1 The Property. Owner is the Owner of properties (PINs: 1519103020; 1519201030) located in The Stonehaven Subdivision Open Space, more particularly described in Exhibit A, together with any improvements constructed thereon ("Property"). Owner agrees to convey improved pedestrian and utility easements on the Property, in substantially the form attached hereto as Exhibit B ("Easements") to Buyer, and Buyer agrees to purchase the Easements from Owner, on the terms and conditions contained in this Agreement. This Agreement becomes effective on the date executed by Owner ("Effective Date").

1.2 Closing Date. The "Closing Date" for the conveyance of the Easements shall occur not later than _____, and within 30 days of the Final Inspection or as provided in ¶3.3 below, unless otherwise agreed by the Owner and Buyer.

1.3 Conveyance. While this Agreement is in effect, Owner shall not convey the Property or any portion thereof to any third-party without the prior written consent of Buyer.

2. PURCHASE PRICE

2.1 Amount of Purchase Price. The "Purchase Price" for the Easements is \$20,500.00 (TWENTY THOUSAND FIVE HUNDRED DOLLARS).

2.2 Terms of Payment. Buyer shall pay Owner the Purchase Price as follows:

2.2.1 Deposit. Upon Buyer's execution and delivery of this Agreement, Buyer shall pay Owner a "Deposit" of \$10,250.00; provided, however, that the amount of the Deposit shall be increased to the extent provided in ¶3.1. Payment shall be made to the Owner, and Owner will hold the Deposit in escrow by promptly placing the Deposit in an interest-bearing bank account; Owner will provide the Buyer with all specific information concerning this account, including bank name, account number, etc. Owner will return the Deposit to Buyer if this Agreement is terminated pursuant to ¶¶7.9.1 or 7.9.3. Owner is entitled to keep the Deposit upon any default by Buyer pursuant to ¶7.9.2.

2.2.2 Balance of Purchase Price. Buyer shall pay Owner the unpaid balance of the Purchase Price on the Closing Date in accordance with section 6.

3. IMPROVEMENTS

3.1 Improvements. Owner has agreed to improve the Property with a pathway and related elements ("Improvements") per the plans attached hereto as Group Exhibit C ("Improvement Plans"). Owner shall pay for and cause to be made all Improvements according to the specifications contained within the Improvement Plans and as provided in this ¶3.1. The parties acknowledge that bids or proposals relating to the Improvement Plans. Have been solicited and approved by Owner and Buyer (the "Successful Bid Amount").

3.2 Timing of Construction. The Owner will commence construction of the Improvements by _____ ("Commencement Date"), but in no event more than 30 days after the execution of this Agreement. The Owner will complete the construction of the Improvements by _____, unless otherwise agreed upon by the Owner and Buyer ("Completion Date"). Within 30 days after the Completion Date, Buyer will conduct an inspection of the Improvements to ensure that the Improvements have been constructed in compliance with the Improvement Plans ("Final Inspection").

3.3 Cure of Defects. Should the Buyer determine at the Final Inspection that the Improvements do not comply with the Improvement Plans, Owner will have 30 days to cure any defects. In the event defects are identified, Closing will not occur until 30 days after such defects have been remedied, unless the Buyer and Seller otherwise agree.

4. REPRESENTATIONS REGARDING TITLE

Condition of Title. At Closing, Owner shall convey the Easement to Buyer, and Owner shall represent and warrant to Buyer that Owner holds good and adequate title and interest in the Property for purposes of granting the Easement to Buyer. Owner's representations and warranties under this Section shall survive Closing.

5. CONDITION OF THE PROPERTY; BUYER'S RIGHT OF ENTRY

Owner grants permission to Buyer and its agents to enter upon the Property, subject to notice to and approval by Owner, prior to the Commencement Date to investigate every aspect of the condition and status of the Property, including, without limitation, the existence and availability of utility connections, and soil and groundwater conditions (the "Investigations"). After conducting any such Investigations, Buyer, at its sole expense, shall restore the Property to the condition that it was in prior to the Investigations, unless Owner expressly permits otherwise.

6. CLOSING

6.1 Closing Documents. On or before the Closing Date, the parties will deliver the following documents and payments to the other party:

- (a) Owner shall deliver:
 - (i) the executed Easement;
 - (ii) such other documents and instruments as may reasonably be required to consummate this transaction; and
- (b) Buyer shall provide the balance of the Purchase Price, and execute all documents executed by Owner.

6.2 Costs. Buyer agrees that Owner is not responsible for any other costs related to this transaction, including, without limitation, title evidence and costs, property surveys, insurance of any kind, recording fees and stamps, or environmental assessments, which costs shall not be credited towards the Purchase Price. Buyer shall have the right but not the obligation, at Buyer's expense, to survey the Property for the purpose of creating a legal description of the Property.

7. MISCELLANEOUS

7.1 Entire Agreement. This Agreement: (i) integrates all terms and conditions mentioned herein and in all amendments and exhibits attached hereto, (ii) supersedes all oral negotiations and prior writings with respect to the subject matter hereof, and (iii) is intended by the parties to be the complete and exclusive statement of the terms agreed to by the parties. This Agreement may only be amended by a written document that expressly refers to this Agreement and that is signed by both parties.

7.2 Authority to Execute. Buyer and Owner represent, and Buyer shall attach to this Agreement documentary evidence thereto, that the person executing this Agreement on their behalf is fully authorized to do so and to bind the respective party to the terms herein.

7.3 Notices. Any notices required by this Agreement shall be effective if made in writing and either delivered directly; sent by certified or registered mail, return receipt requested; or sent by Owner Express Mail to the following:

Buyer: The Village of Long Grove
 Attention:
 Address:
 Telephone:
 Facsimile:

Owner: _____
 Attention:
 Address:
 Telephone:
 Facsimile:

All notices shall be deemed received on the date of the return receipt or acknowledgment of delivery.

7.4 Assignment. Buyer may assign this Agreement upon written notice and consent of Owner, which consent shall not unreasonably be withheld.

7.5 Survival of Agreement. The terms, conditions, indemnifications, representations, and warranties contained in this Agreement shall survive the Closing, and shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

7.6 No Recordation. Except for the Easement, no document relating to the subject matter hereof shall be recorded without the prior written approval by Owner.

7.7 Governing Law. This Agreement shall be governed and interpreted in accordance with federal law. To the extent any matter is not addressed by federal law, Illinois law shall apply.

7.8 Construction. Owner and Buyer acknowledge that each party has reviewed this Agreement and that the normal rule of construction that provides for ambiguities to be resolved against the drafting party shall not apply to the interpretation of this Agreement. This Agreement shall be construed neither for nor against Owner or Buyer, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms.

7.9 Termination; Default; Damages. This provision does not limit any obligations or indemnities of the parties contained elsewhere in this Agreement.

7.9.1 Termination. Either party may terminate this agreement prior to the Commencement Date at no penalty. Should either party terminate this Agreement per this ¶7.9.1, the Deposit must be refunded to the Buyer with interest, within 5 business days, and all rights and obligations will terminate under this agreement

7.9.2 Default by Buyer. If prior to Closing but after the Commencement Date, the Buyer fails to close as provided herein as a result of Buyer's conduct, then Owner may terminate all rights of Buyer to purchase the Property ("Buyer Default Termination"). In the event of a Buyer Default Termination, as Owner's sole remedy for such default, Owner shall retain as liquidated and agreed upon damages the greater of: (a) 25% of the Deposit, or (b) amounts theretofore incurred by Owner in connection with the construction of the Improvements, but in no event more than the Deposit.

7.9.3 Default by Owner. In the event of default by Owner, Owner shall return the full Deposit to Buyer, and Owner shall reimburse the Buyer for all costs reasonably incurred by the Buyer for any Investigations ("Buyer's Costs").

7.9.4 Specific Performance. As an alternative to requiring Owner to return the Deposit and pay Buyer's Costs, Buyer may elect to require specific performance of this Agreement.

7.10 Disputes. Owner and Buyer agree to mediate all disputed issues, and to make a good faith effort to resolve same, prior to filing any legal or administrative action. The parties shall mutually agree on the mediator, and shall share equally all costs of the mediation. Any resolution signed by both parties resulting from the mediation shall be final and binding on the parties.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

BUYER: Village of Long Grove

Date: _____

By: _____
Its:

Owner: _____

Date: _____

By: _____
Its:

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

EASEMENTS

Lake County, Illinois



Lake County
Geographic Information System

Lake County Department
of Information Technology
18 N County St
Waukegan IL 60085
(847) 377-2373

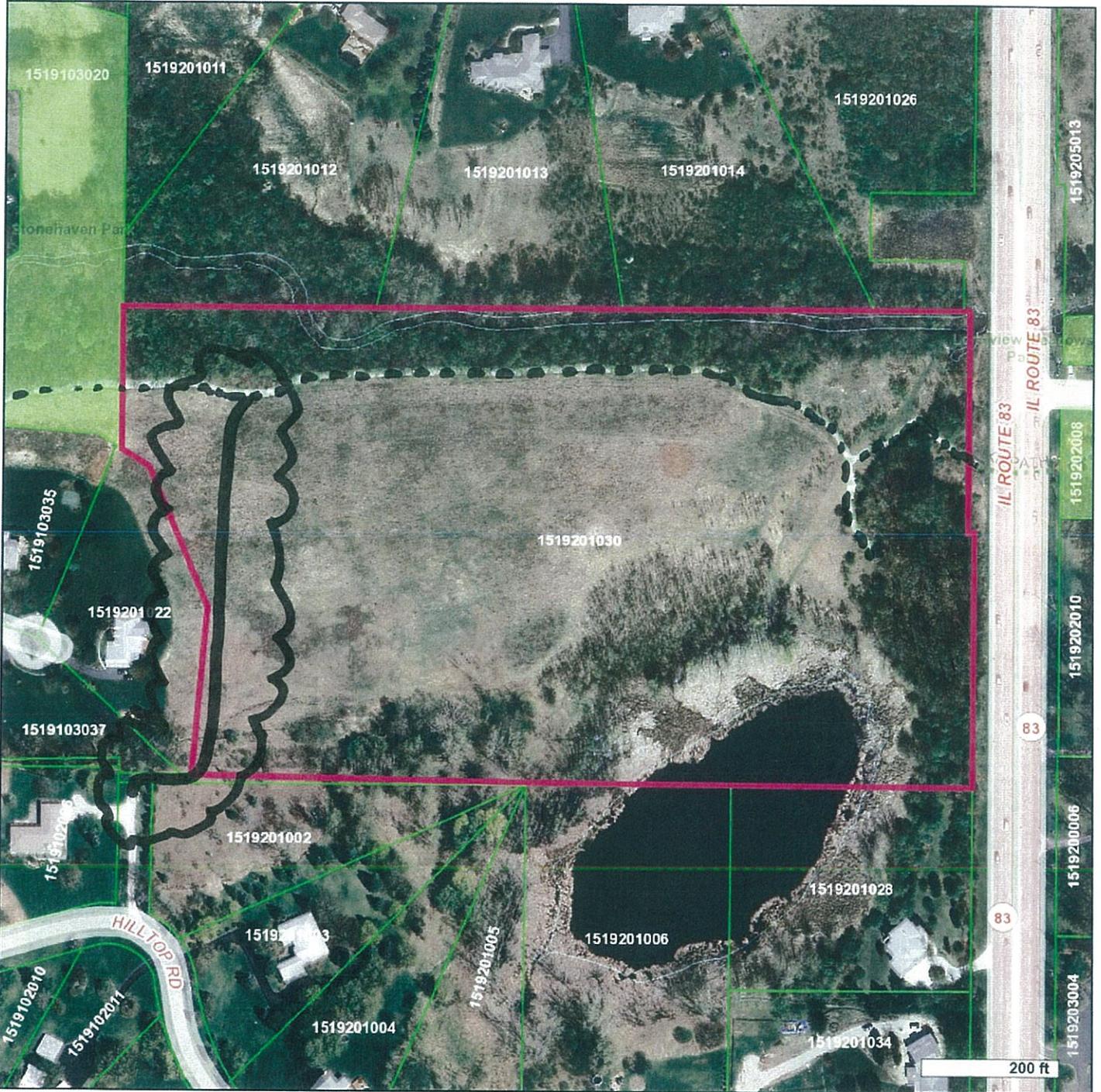
Map Printed on 05/20/2013
Parcel 1519103020 is outlined

- 2011 Buildings
- Forest Preserves
- Lake County Border
- Streams
- Trails
- 2010 Aerial Photography

— = Barn Nursery Proposal

Disclaimer The selected soil feature layer may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

Lake County, Illinois



LakeCounty
Geographic Information System

Lake County Department
of Information Technology
18 N County St
Waukegan IL 60085
(847) 377-2373

Map Printed on 05/20/2013
Parcel 1519201030 is outlined

- 2011 Buildings
- Forest Preserves
- Lake County Border
- Streams
- ... Trails
- 2010 Aerial Photography

— = Barn Nursey Proposal

Disclaimer The selected soil feature layer may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

GROUP EXHIBIT C
IMPROVEMENT PLANS

DRAFT



The Barn Nursery & Landscape Center
8109 S. Route 31
Cary, IL 60013
847-658-3883 phone
847-658-2339 fax
www.barnnurserylandscape.com

August 22, 2013
~~April 18, 2013~~

Long Grove Park District

~~Village of Long Grove~~

~~3110 RFD~~

Long Grove, IL 60047

Prevailing Wage Walkway
Long Grove, IL

The Barn Nursery & Landscape Center agrees to furnish and install the following as herein specified and as indicated on design plan, which if furnished, shall be considered as a part of this contract. PLEASE READ ALL WARRANTY AGREEMENTS

1. DELIVER & INSTALL: West Side Walkway

Install a 285' long x 6' wide walkway with a 5" compacted CA-6 gravel base and 3" Limestone screening top layer.

All soil debris will be used on site to backfill walkway.

Add 3 - 10' Long 6" PVC pipes under walkway for drainage.

Quantity	Size/Units	Description
41.00 ton		Grade #8 Limestone CA-6
25.00 ton		Limestone Screening
30.00 foot		6" Pipe - 10' length (Solid - ASTM3034)

Subtotal: \$7,213.63

Recycled concrete can be used to replace the CA-6 Sub-base and Asphalt Screenings can be used to replace the limestone screening for no additional charge. Benefits are all recycled products and the asphalt will pack more firm, not erode with water flow and not be as dusty as limestone screening.

2. DELIVER & INSTALL: East Side Walkway

Install a 660' long x 4' wide walkway with a 5" compacted CA-6 gravel base and 3" Limestone screening top layer.

Debris will be used to backfill walkway.

Add 2 - 10' Long 6" PVC pipes under walkway for drainage.

Quantity	Size/Units	Description
63.00 ton		Grade #8 Limestone CA-6
38.00 ton		Limestone Screening
1.00		10" Steel Culvert with Banded Flared Ends, set on a 6" compact gravel base

Subtotal: \$12,513.69

3. DELIVER & INSTALL: Top Dress Ex. Walk

Add Option to contract:

Top Dress Existing gravel walkway with Limestone Screening or Asphalt Screening. Over 170 ton of product is



The Barn Nursery & Landscape Center
 8109 S. Route 31
 Cary, IL 60013
 847-658-3883 phone
 847-658-2339 fax
 www.barnnurserylandscape.com

Long Grove Park District

~~Village of Long Grove~~ : PREVAIL - Prevailing Wage Walkway

being moved over the existing roadways and they should be lightly top dressed upon completion.

Quantity	Size/Units	Description		
24.00	ton	Limestone Screening		
			Subtotal:	\$1,016.00
			Contract Total:	\$20,743.32
			Discount:	\$-744.69
			Contract Total:	\$19,998.63

This quote does reflect prevailing wage costs.

A 50% deposit is required upon acceptance of contract. Balance to be paid upon completion.

A 1.5% service charge per month is added to all past due accounts.

The Barn Nursery & Landscape Center

Purchaser Signature

By: _____

X _____

Note: Purchaser is responsible for having any private in-ground utilities marked prior to excavating (invisible dog fences, sprinkler systems, septic systems, etc.) The Barn will contact JULIE to locate other utilities. Please see terms and conditions.

TERMS, CONDITIONS AND DISCLAIMERS:

The Barn Nursery states: That all work will be done in a good and workman like manner. That all nursery stock provided under this agreement will be healthy when planted and true to name. That all trees & shrubs unless mentioned in plant warranty exceptions will survive for said period of one year from date of planting. The Barn Nursery shall install and plant the materials in substantial compliance to the landscape plans attached to and made part of this agreement.

PAYMENTS: Net balance due immediately upon completion of all work. It is mutually agreed by both parties that all materials furnished by The Barn Nursery & Landscape Center shall remain the sole property of The Barn Nursery & Landscape Center until such time as payment in full has been made as specified herein and the contractor has license to enter upon client's property to regain possession thereof without notice to the purchaser upon failure to pay as specified herein. It is agreed that upon default of whole or any part upon maturity of payment the purchaser authorizes any attorney to appear for him in any court of record and confess judgment without notice for such amount as may appear to be unpaid or declared due hereon together with interest due and costs and attorneys fees included in the judgment.

TAX: Plants and materials are subject to Illinois Retailers Occupation Tax or Illinois Sales Tax.

PLANTING GUARANTEE: The contractor agrees with the contract purchaser to furnish and plant one free replacement for any plant that dies within the guarantee period of one year from the date of planting. Warranty exceptions are detailed on a separate plant warranty sheet attached. This warranty is not transferable; Hybrid



The Barn Nursery & Landscape Center
8109 S. Route 31
Cary, IL 60013
847-658-3883 phone
847-658-2339 fax
www.barnnurserylandscape.com

Long Grove Park District
Village of Long Grove: PREVAIL - Prevailing Wage Walkway

roses, annual flowers, vegetables, flower bulbs, bare root plants, sod, aquatic plants, pond plants and seed plants are not warranted. Customer must notify the Barn Nursery within the stated one year period in order to receive replacements.

Contractor is not liable for death of or damage to plants caused by:

Salts or abrasive chemicals, motor or manual vehicles, lack of proper maintenance; damage resulting from improper watering, fertilization, pruning or softened water. Conditions beyond contractors control. Any acts of negligence on the part of purchaser. Change of grade around plants after planting. Insect or animal damage. Acts of God (Excessive rains, hail, droughts, tornadoes or other natural disasters).

In order to keep this guarantee in full force and effect, the balance due must be made upon completion. If payment is not received within 30 days after completion, the warranty is null and void.

ADDITIONS TO THE CONTRACT: Any additional work above and beyond the contractual agreement will be charged accordingly. Additional plants will be bid as per the contract. Additional labor and materials will be based on our hourly rates. Foreman _____per hour per man. Laborer _____per hour per man. Tractor work _____per hour of equipment.

CHANGES TO THE CONTRACT: Any changes initiated by the customer should be made prior to signing the contract. Changes occurring after the fact may result in charges to return and/or restock item(s). Any charges incurred will be passed along to the customer.

DISCLAIMER OF WARRANTY: The Barn Nursery & Landscape Center makes no other representations except those expressly made herein and disclaims any and all implied warranties including those of merchantability and fitness for a particular purpose.

SPRING AND SUMMER SEEDING DOES NOT CARRY A WARRANTY. Lawns: While we use only premium quality fertilizer, grass seed, sod and workmanship, it is impossible to guarantee either the growth of grass or freedom from weed. Proper care of a newly seeded or sodded lawn is equally as important as the original construction. The only method of assuring growth is to keep the lawn moist until root growth is established so that the grass will choke out germinating weed seeds which are always present in all soils.

DEFAULT: In the event of default by purchaser, such as cancellation after plant or other materials have been purchased, The Barn Nursery & Landscape Center reserves the right to keep the deposit as liquidated damages for the non performance of the contract.

NOTICE TO PURCHASER:

1. Do not sign this contract before you have read it.
2. Immediately upon signing you are entitled to a completed copy of this contract.
3. You have the following rights, among others:
 - a. To pay in advance the full amount due
 - b. In certain circumstances to redeem property repossessed for default.

DISCLAIMERS: Customer/owner is responsible for notifying The Barn Nursery and locating and adequately marking as needed any PRIVATE in ground utilities including but not limited to invisible fences, sprinkler systems, private gas or electrical lines, water lines, septic systems, drain tile systems, etc. The Barn Nursery & Landscape Center is not responsible for damage to any PRIVATE in ground utilities including but not limited to invisible fences, sprinkler systems, private gas or electrical lines, water lines, septic systems, drain tile systems, etc. The Barn Nursery & Landscape Center is not responsible for any damage to landscape installation or hardscapes construction (including but not limited to brick patios and walkways) caused by subsoil failure. The owner agrees



The Barn Nursery & Landscape Center
8109 S. Route 31
Cary, IL 60013
847-658-3883 phone
847-658-2339 fax
www.barnnurserylandscape.com

Long Grove Park District
Village of Long Grove: PREVAIL - Prevailing Wage Walkway

to pay The Barn Nursery for cost incurred for concealed obstructions or problems, such as rock, debris and drainage which The Barn Nursery must remove, replace, modify or otherwise work on.

ACCEPTANCE OF A CONTRACT WITH THE BARN NURSERY & LANDSCAPE CENTER ASSUMES THE ACCEPTANCE OF THESE TERMS, CONDITIONS AND DISCLAIMERS. OWNER IS RESPONSIBLE FOR OBTAINING AND PAYING FOR ANY AND ALL PERMITS REQUIRED.

I have read and understand the above terms, conditions and disclaimers.

Customer signature

Date