

Item #3:
Resolution Approving/Accepting Path Easement
For 4317 Willowbrook, Underwood

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

A RESOLUTION APPROVING A PATHWAY EASEMENT BETWEEN
THE VILLAGE OF LONG GROVE AND ANGELA AND AARON UNDERWOOD
FOR A PATHWAY ON 4317 WILLOWBROOK ROAD

WHEREAS, the Village of Long Grove ("**Village**") and Property Owners Angie and Aaron Underwood ("**Owners**"), desire to enter into a pedestrian and pathway installation easement agreement to allow the Village to install a new pedestrian pathway along the northern property line on their property located at 4317 Willowbrook Road (the "**Pathway 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 Pathway 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 Pathway Easement Agreement between the Village and the Owners 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 Pathway Easement Agreement on behalf of the Village of Long Grove; provided, however, that the Village shall not execute and attest the Pathway Easement Agreement until (a) the Village Attorney confirms the final form of the Pathway Easement Agreement and its exhibits, and (b) the Village has received the Pathway Easement Agreement executed by the Owners.

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 23rd day of July, 2013

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this 23rd day of July, 2013.

Angela Underwood, Village President

ATTEST:

Heidi Locker-Scheer, Village Clerk

EXHIBIT A
PATHWAY EASEMENT
AGREEMENT

**This instrument prepared by
and after recording return to:**

Prepared by and after
Recording Return to:

David A. Lothspeich
Village Manager
Village of Long Grove,
Long Grove, IL 60047

Reserved for Recorder's Office Only

EASEMENT AGREEMENT

THIS AGREEMENT, dated as of this ____ day of _____, 2013, by and between the **VILLAGE OF LONG GROVE**, a municipal corporation created and existing under the laws of the State of Illinois ("**Village**"), and **Aaron Underwood** and **Angela Underwood** ("**Owner**").

RECITALS:

A. Owner is the legal owner of record of certain real property commonly known as 4317 Willowbrook Road in the Village of Long Grove, County of Lake, and State of Illinois, which real property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("**Property**").

B. The Village desires to have a pathway system installed and maintained that would connect two existing pathway segments in Stonehaven Subdivision west to Willowbrook Road ("**Pathway System**"), which Pathway System would be located in part upon that part of the Property legally described in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof ("**Easement Premises**").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth herein and other good and valuable consideration paid by the Village to Owner, the receipt and sufficiency of which are hereby acknowledged, the parties thereto mutually agree as follows:

Section 1: Grants of Easement. Owner hereby grants, conveys, warrants, and dedicates to the Village, its successors and assigns, a perpetual, non-exclusive easement and right of way to allow the surveying, construction, reconstruction, laying, use, ownership, operation, maintenance, testing, inspection, repair, replacement, enlargement, renewal, alteration, removal, or abandonment in place (collectively, "***Installation***") of a portion of the Pathway System, and appurtenances thereto as the Village may deem necessary or desirable for its needs, including underground utilities and drainage facilities, for use by the public, (collectively, the "***Pathway***"), subject to the terms and conditions herein set forth, in, upon, over, under, through, along, and across the Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and any adjoining lands of Owner necessary for the exercise of the rights herein granted.

Section 2: Installation. The Village agrees that any Installation of the Pathway shall be done and completed in a good and workmanlike manner, and at no expense to the Owner. Any such Installation shall be conducted in the name of, or pursuant to contracts or agreements with, the Village pursuant to plans approved by the Village.

Section 3: Restoration. Upon completion of any Installation activity on the Easement Premises by the Village, its authorized agents, servants, employees, contractors, or persons acting pursuant to contracts or agreements with the Village, the Village agrees to (a) replace and grade all topsoil removed in connection with such Installation; (b) restore all fences, roads, driveways, plantings, landscaping, and improvements as nearly as practicable to the condition immediately preceding the Installation if damaged or removed as a direct result of the

Installation; and (c) replace any and all sod or any and all natural grass removed in connection with such Installation with a good quality sod.

Section 4: Hold Harmless. The Village agrees to save and hold Owner harmless from all claims, causes of action, suits, liens, damages, or demands that arise directly from the negligence of the Village or its authorized agents, servants, employees, contractors, or persons acting pursuant to contracts or agreements with the Village in the Installation of the Pathway on the Easement Premises, and/or which arise from injuries or death to persons or damages to property resulting from the work related to the Installation of the Pathway on the Easement Premises, and/or arising from the non-payment of any contractors, subcontractors, or material suppliers performing work or providing materials in connection with such Installation on the Easement Premises. In connection therewith, the Village shall require all contractors and subcontractors performing such work to carry general liability insurance with coverage limits of at least one million dollars and to present to Owner, upon request, certificates of such insurance, naming Owner as an additional insured thereunder.

Section 5: Reservation of Rights.

A. Owner hereby reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Village of the rights granted hereunder; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises, nor permit the Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village. Owner shall have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises; provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, however, that the Village shall have first consented in writing to the terms, nature, and location of any such other easements. Notwithstanding the foregoing, the Owner shall be

permitted to construct a sanitary sewer line beneath the grade level of the Easement Premises, with manholes at ground level, and Owner shall have the right to maintain, repair, replace, and install such sewer line beneath the Easement Premises and to grant a non-exclusive easement for such sewer line to any municipality or other governmental body requiring the same.

B. Owner shall not construct, install, maintain or permit to be constructed, installed, or maintained on the Easement Premises any structure or paved surfaces (other than maintaining, repairing, and/or replacing any access driveway and fence serving the Property as of the date of this Agreement), nor shall Owner in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Easement Premises or any part thereof at any time whatsoever, without the express prior written consent of the Village. Owner may maintain vegetation on the Easement Premises, provided that such maintenance may include routine and customary clearing of harmful brush or other debris in accordance with locally accepted forestry standards or as may be permitted by the Village in writing. Owner shall have the right to install, maintain, and replace fencing within the Easement Premises existing as of the date of this Agreement.

Section 6: Further Assurances. Owner hereby represents and warrants that it shall take all necessary action so that the easements contemplated by this Agreement shall be released from all liens (excluding any mortgages, assignments of rents and leases and other security agreements granted to Owner's lenders), including but not limited to, the lien of all mechanics' lien claims (excluding any mechanics' lien claims arising from the non-payment of any contractors, subcontractors, and/or material, suppliers performing work or supplying materials in connection with the Installation), security agreements, assignments of rents and leases, and shall execute all such documents as may be reasonably necessary to perfect the Village's right, title, and interest herein.

Section 7: Remedies. It is agreed that the parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement. The failure of either party to enforce this Agreement or any provision hereof at any given time shall in no event be deemed a waiver of the right to do so thereafter.

Section 8: Covenants Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Easement Premises and shall be binding upon and inure to the benefit of Owner and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

Section 9: Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person and receipted for on a business day at the address set forth below; (b) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (c) when delivered to the address listed below by any courier service; (d) on the date of transmission, if transmitted by telecopier at the telecopier

number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below:

To Owner:

Aaron and Angela Underwood
4436 Hearthmoor Court
Long Grove, Illinois 60047

To the Village:

Village of Long Grove
3110 RFD
Long Grove, Illinois 60047
Attention: Village Manager

with a copy to:

Holland & Knight LLP
131 South Dearborn Street
30th Floor
Chicago, Illinois 60603
Attention: Victor P. Filippini, Jr.

By notice complying with the requirements of this Section, each party shall have the right to change the addressee, the address of the addressee, or both for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Section 10: Assignment of Rights. Owner agrees that the Village may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of Owner.

Section 11: Amendment. This Agreement may be modified, amended, or annulled only by the written agreement of Owner and the Village.

Section 12: Survival. All representations and warranties contained herein shall survive the execution of this Agreement and the recordation thereof and shall not be merged.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

ATTEST:

VILLAGE OF LONG GROVE

Village Clerk

Village Manager

OWNER

Angela Underwood

OWNER

Aaron Underwood

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Tax Description: THAT PT LOT 2 NW1/4 SD SEC BEG AT A PNT ON E LN SD LOT 2 639.94 FT N OF SE COR THOF TH N 3 MIN E ON SD E LN 425.26 FT TH S 80 DEG 41 MIN W 520.09 FT TH S 8 DEG 7 MIN E 282 FT TH S 82 DEG 30 MIN E 477. SECTION 19 TOWNSHIP 43 RANGE 11

Commonly known as 4317 Willowbrook Road, Long Grove, Illinois.

P.I.N. No. 151-91-000-10

EXHIBIT B

LEGAL DESCRIPTION OF THE EASEMENT PREMISES

EASEMENT IS TO BE ON THE NORTH PROPERTY BOUNDARY COMMENCING AT THE NORTH WEST CORNER, 20 FEET IN WIDTH FOR THE FIRST 40 FEET OF LENGTH, THEN 10 FEET ALONG THE BORDER THEREAFTER UNTIL TERMINATING IN THE NORTH EAST CORNER.

OF THE FOLLOWING DESCRIBED PROPERTY:

Tax Description: THAT PT LOT 2 NW1/4 SD SEC BEG AT A PNT ON E LN SD LOT 2 639.94 FT N OF SE COR THOF TH N 3 MIN E ON SD E LN 425.26 FT TH S 80 DEG 41 MIN W 520.09 FT TH S 8 DEG 7 MIN E 282 FT TH S 82 DEG 30 MIN E 477. SECTION 19 TOWNSHIP 43 RANGE 11