

ORDINANCE NO. 2415-24

AN ORDINANCE AUTHORIZING THE VILLAGE TO ENTER INTO AN AGREEMENT AND GRANT OF AN EASEMENT WITH THE CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY FOR THE CONSTRUCTION OF A WATER TRANSMISSION LINE

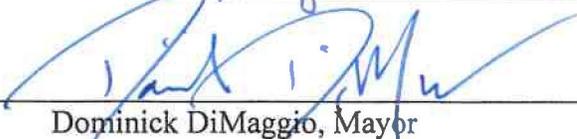
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Village be, and the same, are hereby authorized and directed, to enter into an agreement and granting of an easement with the Central Lake County Joint Action Water Agency for the construction of a water transmission line, as attached hereto as Exhibit "A," and, by this reference made a part hereof.

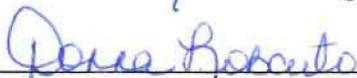
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on November 25, 2024.

AYES: Kaiser, McCarthy, Ryznar, Stewart, Roman

NAYS: 0

ABSENT AND NOT VOTING: Bayer

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: November 25, 2024

APPROVED: November 25, 2024

**AGREEMENT BETWEEN CENTRAL LAKE COUNTY  
JOINT ACTION WATER AGENCY and VILLAGE OF HAWTHORN WOODS**

**WHEREAS**, the Central Lake County Joint Action Water Agency (“Agency”) is a unit of local government created through an Intergovernmental Agreement between consenting municipalities located in Lake County, Illinois, and it provides water to such municipalities and to Lake County under the terms and conditions of a Water Purchase Agreement; and

**WHEREAS**, the Village of Hawthorn Woods (“Village”) is a municipality located within Lake County, Illinois which does not currently have a municipally-owned water system, and property owners currently receive water from wells, or contracts with Lake County or Aqua Illinois as their water suppliers; and

**WHEREAS**, the Agency may wish to run a Water Line and adjacent needed facilities [“Water Line”] along a portion of Indian Creek Road and along a portion of Midlothian Road, which are located within the Village; and

**WHEREAS**, the Village currently has some ownership or easement rights over that portion of Indian Creek Road and over that portion of Midlothian Road which the Agency may wish to utilize for an extension of its Water Line; and

**WHEREAS**, the extension of that Water Line is for the purpose of serving water to what will be its new Member, the Village of Lake Zurich; and

**WHEREAS**, the Agency and the Village wish to enter into an Agreement that will establish the terms and conditions under which the Agency may choose to undertake this construction; and

**WHEREAS**, the Agency and the Village have statutory and constitutional authority to enter into a binding Intergovernmental Agreement which will obligate both parties to the terms and conditions of the Agreement; and

**WHEREAS**, the Agency and the Village believe that entering into such an Agreement will be equally beneficial to both parties because it will grant flexibility to the Agency and provide certain benefits to the Village in the event that the Water Line is constructed.

**NOW, THEREFORE**, in consideration of the promises made by each party, the Agency and the Village hereby enter into an Intergovernmental Agreement with the following terms and conditions:

**SECTION 1.** Within 60 days after the execution of this Agreement by both parties, the Village will grant to the Agency an easement to construct a Water Line along Indian Creek Road and Midlothian Road within the corporate boundaries of the Village. The document which the Village will execute is attached to and made a part of this Intergovernmental Agreement as Exhibit A (Easement Agreement). The Easement Agreement shall terminate on January 1, 2036 if the Agency has not constructed the Water Line. If construction takes place, the Village will reasonably cooperate with the Agency as the line is constructed. Such cooperation will include the waiver by the Village of any building permit or fees relating to the construction of the Water Line and the Water Line to be constructed shall be reasonably consistent with the preliminary drawings of the Water Line which the Village has received and approved.

**SECTION 2.** The Agency will install no more than two tees and valves on the Water Line at such locations as the Village may reasonably request. The Village shall have broad discretion in the desired location of these facilities so long as they do not unreasonably interfere with the operation of the Agency water line. Any use of the tees and valves shall only take place in accordance with further Contracts or Agreements entered into by the Agency. Said Agreements shall not be unreasonably withheld. The Village reserves the right to review and approve the location and aesthetic and landscape design of a booster station facility and water tank located

within the Indian Creek corridor. Said approvals shall not be unreasonably withheld. The Village shall have broad discretion in the desired location of these facilities so long as they do not unreasonably interfere with the operation of the Agency water line.

**SECTION 3.** Fire Protection Districts serving portions of the Village may use the Agency's Water Line blow-off hydrants. Any use of the blow-off hydrants shall only take place in accordance with similar existing Agreements entered into between the Agency and Fire Departments.

**SECTION 4.** If the Water Line is constructed, the Agency will reserve a maximum day of 0.6 MGD of Lake Michigan Water, as provided for hereafter, for possible use within the Village under such Agreements as may be entered into between the Agency and the water supplier purchasing such water. For clarity purposes, the Village will not, under this Intergovernmental Agreement, have any right or claim to becoming a Member of the Agency. Additionally, the parties agree that the Village will not be financially responsible for the cost of any portion of the cost of the construction of the Agency's Water Line coming through the Village or the Agency's reservation of Lake Michigan Water for the Village. In the event that the Water Line is constructed, the reservation of 0.6 MGD shall remain in effect for six years after the Water Line comes into use. If a Lake Michigan allocation from the Illinois Department of Natural Resources is obtained during this period of time for areas in the Village served by Aqua Illinois or other water supplier, the Village, in a possible effort to purchase water from the Agency for a system it will construct or purchase, may request additional time for the needed system improvements required to access the Water Line and to use the Lake Michigan allocation permitted, but that additional time may not exceed ten years after the Water Line comes into use. During the period of time that water is reserved for the Village, the Agency will enter into good faith negotiations with Lake

County for a potential agreement to provide Lake Michigan water to Aqua Illinois or other water supplier for properties they currently serve within the corporate boundaries of the Village. If such an Agreement is entered into, the reservation of water for the Village shall cease as it will be used by Lake County. Should the Agreement be entered into, the Agency will establish a water rate for the purpose of providing water to the specific water supplier. Should the agreement be entered into, water would be sold by the Agency at a rate that is consistent with other users and which may take into consideration among other factors, the fact that these customers will have the benefit, though not a proportional ownership of all of that portion of the Agency's infrastructure which is necessary to provide water to them.

**SECTION 5.** The Recitals at the beginning of this Agreement are incorporated herein as if fully set forth.

CENTRAL LAKE COUNTY  
JOINT ACTION WATER AGENCY

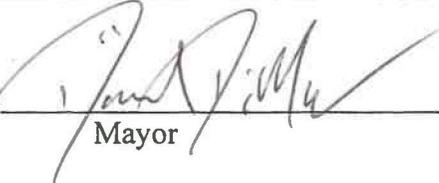
By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

VILLAGE OF HAWTHORN WOODS

By:   
Mayor

Date: 11/25/24

By:   
Clerk

Date: 11/25/24

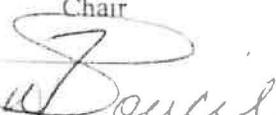
County for a potential agreement to provide Lake Michigan water to Aqua Illinois or other water supplier for properties they currently serve within the corporate boundaries of the Village. If such an Agreement is entered into, the reservation of water for the Village shall cease as it will be used by Lake County. Should the Agreement be entered into, the Agency will establish a water rate for the purpose of providing water to the specific water supplier. Should the agreement be entered into, water would be sold by the Agency at a rate that is consistent with other users and which may take into consideration among other factors, the fact that these customers will have the benefit, though not a proportional ownership of all of that portion of the Agency's infrastructure which is necessary to provide water to them.

SECTION 5. The Recitals at the beginning of this Agreement are incorporated herein as if fully set forth.

CENTRAL LAKE COUNTY  
JOINT ACTION WATER AGENCY

By:   
Chair

Date: 12/18/24

By:   
Executive Director

Date: 12/18/24

VILLAGE OF HAWTHORN WOODS

By:   
Mayor

Date: 11/25/24

By:   
Clerk

Date: 11/25/24

# Exhibit A

**GRANT OF EASEMENT  
IN FAVOR OF THE CENTRAL LAKE COUNTY  
JOINT ACTION WATER AGENCY**

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) in hand paid, and other good and valuable considerations, and in pursuance of the power and authority vested in the GRANTOR, the VILLAGE OF HAWTHORN WOODS; said GRANTOR hereby declares, grants, assigns, sets over and conveys to the CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY (“GRANTEE”), Lake County, Illinois, an intergovernmental agency operating as a unit of local government, its successors and assigns and its employees and agents, a perpetual \_\_\_\_\_ foot wide non-exclusive easement in, under, across, along, and upon the surface of the following described property in which it has or will in the future acquire an ownership or assignable non-exclusive easement interest, to-wit:

[Insert Legal Description]

together with the tenements and appurtenances thereunto belonging, to have and to hold the same unto said GRANTEE, as shown shaded and referred to by legend on the attached plat, to install, construct, re-construct, use, operate, maintain, repair, renew, replace, relocate and remove from time to time water mains and all appurtenances thereto, including all facilities necessary for a water main system together with the right of access to the GRANTEE for continuing use and maintenance of said water main system, and the right, from time to time, to clear obstructions from the surface and subsurface as may be reasonably required incident to the grant herein given. The Grantor has reviewed the general size and location of the water mains and all appurtenances which the GRANTEE requires to place within the Easement, and it will not at any time in the future as

part of the granted non-exclusive Easement, grant rights to any other party which shall interfere with the location and use required by the GRANTEE to provide potable water to its customers.

In addition to said \_\_\_\_\_ foot wide non-exclusive perpetual easement herein conveyed, said GRANTOR hereby conveys to the GRANTEE a \_\_\_\_\_ foot wide temporary surface construction non-exclusive easement contiguous to and adjoining the \_\_\_\_\_ edge of the \_\_\_\_\_ foot wide permanent non-exclusive easement, said temporary non-exclusive easement legally described as follows:

[Insert Legal Description]

GRANTOR agrees that the GRANTEE, its agents and employees, in the initial installation of said water main, its appurtenances and the water main system, may move whatever equipment, fill, machinery and excavated earth required in the construction and installation of said water main and water main system onto, and be operated from, the adjoining temporary construction easement.

This Grant of Easement is subject to the following conditions:

1. The GRANTEE shall repair, replace and restore in a good and workmanlike manner the above-described real estate affected by any construction, installation, maintenance, repair, removal, alteration or operation of said water main and water main system but as to each of the non-exclusive easements herein granted shall not be required to replace trees, bushes, shrubbery and plantings removed or damaged by construction or subsequent maintenance, repair or replacement. Said work shall be completed within 30 days of the conclusion of any such disturbance.

2. The GRANTEE shall indemnify and hold harmless the GRANTOR, its successors

and assigns, from any percentage liability and any and all percentage expense on account of any injury or harm resulting to any person or property in any manner from any exercise of the rights herein granted to the GRANTEE in relationship to the percentage of any negligent or otherwise improper act of the GRANTEE or the GRANTOR. Nothing in this paragraph shall waive any statutory or common law immunities that Grantor may assert in defense of any such claims.

3. GRANTOR reserves to itself, its successors and assigns, a right-of-way for ingress and egress for roadway purposes over and across the surface of said permanent non-exclusive easement in relationship to the rights it grants here or such future rights that it may acquire in any way.

4. No Lien. GRANTEE shall not permit any lien to stand against the non-exclusive easement premises, the property or any improvements thereof for any labor or materials in connection with work of any character performed on the non-exclusive easement premises by the GRANTEE. In the event of any such lien attaching to the non-exclusive easement premises, the property or any improvements thereon, by reason of GRANTEE's work thereon, GRANTEE shall immediately have such lien released.

5. Remedies. In the event of a violation of any covenant or restriction herein, the injured party may, following reasonable notice to the other party or its heirs, devisees, lessees or successors, or assignees, institute suit to enjoin or abate such violation and to require the restoration of the non-exclusive easement premises to its prior condition. The parties shall have available all legal and equitable remedies to enforce their respective obligations hereunder against the other party, and its successors and assigns, and in the event one party is found to have violated any of

its obligations hereunder, the prevailing party shall be entitled to its reasonable costs and expenses incurred in connection therewith, including court costs and attorneys' fees.

6. Appurtenance. This non-exclusive easement shall run with the land and be binding not only upon

GRANTOR but also its successors, heirs, devisees, lessees and assigns and all other successors and interests to the non-exclusive easement premises or any portion thereof and shall continue as a servitude running in perpetuity with the land and shall survive any termination of GRANTOR's existence. All rights herein granted to GRANTOR shall run for the benefit of and may be exercised by its successors, heirs, devisees, lessees and assigns, and duly authorized officers, representatives or agents thereof. GRANTOR agrees that these rights and restrictions will be inserted by it into any subsequent deed or legal instrument by which it divests itself of fee simple title to or its possessory interest in the non-exclusive easement premises or any part thereof.

7. All notices or communications given pursuant to this water main non-exclusive easement shall be in

writing and shall be deemed properly served if delivered in person to the party to whom it is addressed, or two days after deposit in the U.S. Mail, if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

If to Grantor:  
Village of Hawthorn Woods  
Attn: \_\_\_\_\_  
2 Lagoon Drive  
Hawthorn Woods, Illinois 60047

If to Grantee:  
Central Lake County Joint Action  
Water Agency  
Attn: William Soucie  
200 Rockland Road  
Lake Bluff, Illinois 60040

IN WITNESS WHEREOF, said GRANTOR has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its \_\_\_\_\_ Mayor and attested by its \_\_\_\_\_ Clerk this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

VILLAGE OF HAWTHORN WOODS

Impress Corporate Seal

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
Clerk

Address of Real Estate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*This instrument was prepared by:*

Stewart H. Diamond, Esq.  
Ancel Glink, P.C.  
140 South Dearborn Street, Suite 600  
Chicago, Illinois 60603

*After Recording, return to:*

Stewart H. Diamond, Esq.  
Ancel Glink, P.C.  
140 South Dearborn Street, Suite 600  
Chicago, Illinois 60603