

**EASEMENT APPURTENANT  
STORM SEWER AGREEMENT**

THIS EASEMENT is granted  
this \_\_ day of \_\_\_\_\_,  
A.D., 2015. Grantor, Village of  
Hanover Park, Cook County,  
Illinois, a municipal corporation,  
grants to the Barrington Bank  
and Trust Company N.A.,  
Grantee.

**WITNESSETH:**

**WHEREAS**, the Grantor is the owner of real estate through which Grantee, Bank, desires an easement and Grantee's real estate is south of and contiguous to and adjoining Grantor's real estate and easement area; and

**WHEREAS**, the Grantee has requested the Grantor to grant to the Grantee, for the purpose of conveying storm water under, and through Grantor's land, a permanent and perpetual easement under, through and across that part of the Grantor's land described below, to install, construct, operate, maintain, alter, repair, replace and remove an underground storm sewer line and any and all necessary pipes, connections, and, without limitation, such other installations as may be required in relation to storm water sewers, and such appurtenances and additions thereto as the Grantee may deem necessary in accordance with this Agreement, all for the sole purpose of drainage of Grantee's storm water upon its adjoining property; and,

**WHEREAS**, the Grantor is willing to grant to the Grantee such easement upon the agreement, undertaking, consideration, terms, conditions and covenants hereinafter set forth;

**NOW, THEREFORE**, in consideration of Ten Dollars and no/100 (\$10.00) and other valuable considerations hereinafter set forth, and upon the terms, conditions and covenants hereinafter set forth, the receipt of which sum, and the sufficiency of all of which are hereby acknowledged, the Grantor and Grantee agrees as follows and the Grantor does hereby give, grant and convey to the Grantee, the permanent and perpetual easement appurtenant to Grantor's land, as described below, together with all rights reasonably necessary or incident thereto under, through, and across that part of the Grantor's land described below to install, construct, operate, inspect, maintain, alter, repair, replace and remove an underground storm sewer line, and any and all pipes and connections as for a storm sewer deemed necessary, all for the sole purpose of drainage of Grantee's adjoining land lying to the south of Grantor's land and easement area, including, without limitation, to allow Grantee to connect to the existing underground storm sewer line located in the easement area reflected on the Easement

Exhibit which drains downstream across Grantor's parcel into a public storm sewer network in the Barrington Road right-of-way. The description of said grant is set forth on the Easement Exhibit which is attached hereto and made a part hereof.

The grant of said easements by the Grantor is made upon the following undertakings, terms, conditions, covenants and agreements:

1. Grantee shall have the right of ingress and egress to and from said easement areas described above for the purposes of these easements, including, but not limited to, the right to survey and from time to time, cut and remove unpermitted obstructions within the above described easement areas.

2. Grantor warrants that it has good and indefeasible fee simple title to the above described premises, subject to prior easements of record.

3. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and enure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

4. Grantor shall not be restricted, by virtue of this grant of easements, from utilization of the easement areas for gardens, shrubs, landscaping for other such purposes alongside or upon said easement that do not then, nor later, interfere with the aforesaid purposes of said easements, but the Grantor shall not knowingly permit any permanent buildings, structures, or other obstructions on said easements.

5. The construction and installation of the Improvements of the Grantee on the Easement Premises shall be in accordance with the plans and specifications therefore prepared at Grantee's expense and supplied to the Grantor by the Grantee. No work shall commence until said plans and specifications have been approved in writing by the Village Engineer of Grantor.

The construction and installation of the Improvements of the Grantee on the Easement Premises shall be done to the satisfaction of the Village Engineer.

Grantee shall construct, install, operate, maintain and remove (as otherwise required in this Agreement) the Improvement in a good and workmanlike manner at its sole cost, risk and expense.

Grantee shall relocate or remove the Improvements existing or constructed upon the Easement Premises at no cost to the Grantor:

- a. In the event that the subject premises are adjacent or near to any public highway or street and said public highway or street is to be widened; or

- b. In the event that any agency or government, having jurisdiction over said highway or street requires the relocation or removal of said improvements; or
- c. In the event that said relocation or removal is required for the corporate purposes of the Grantor.

6. The Grantee shall be solely responsible for and shall defend, indemnify, keep and save harmless the Grantor, its officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may in any wise accrue, directly or indirectly, against the Grantor, its officers, agents or employees, in consequence of the granting of this Easement, or which may in anywise result there from or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Grantee or Grantee's contracts, subcontractors or their agents and the Grantee shall, at Grantee's sole expense, appear, defend and pay all charges of Attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the Grantor, its officers, agents or employees, in any such action the Grantee shall, at the Grantee's sole expense, satisfy and discharge the same provided that Grantee shall first have been given prior notice of the suit in which judgment has been or shall be rendered, Grantee shall have been given the opportunity to defend the same and the Grantor shall have given Grantee its full cooperation. Grantee expressly understands and agrees that any performance bond or insurance protection required by this Easement, or otherwise provided by Grantee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Grantor as herein provided.

7. The Grantee, prior to entering upon said premises and using the same for the purposes for which this Easement is granted, shall procure, maintain and keep in force, at Grantee's expense, the following public liability and property damage insurance in which the Grantor, its officers, agents and employees, are a named insured as well as fire and extended coverage ("CLAIMS MADE" policies are unacceptable) in which the Grantor is named loss payee from a company to be approved by the Grantee, each afore-referenced policy shall have limits of not less than the following:

COMPREHENSIVE GENERAL LIABILITY  
Combined Single Limit Bodily Injury Liability  
Property Damage Liability (Including Liability for Environmental Contamination of  
Adjacent Properties)  
in the amount of not less than \$2,000,000.00  
per Occurrence

Prior to entering upon said premises, and thereafter on the anniversary date of such policies, the Grantee shall furnish to the Grantor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Grantor's written request, Grantee shall

provide Grantor with copies of the actual insurance policies within ten (10) days of Grantor's request for same. Such certificates and insurance policies shall clearly identify the premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Grantor. The provisions of this paragraph shall in no wise limit the liability of the Grantee as set forth in the provisions of paragraph 7. above.

8. The Grantee understands and agrees that if the Easement shall terminate or be abandoned by Grantee, Grantee shall have removed or caused to be removed its Improvements and any other things which Grantee has erected or placed within said Easement Premises. Grantee further agrees to yield up said Easement Premises in as good condition as when the same was entered upon by the Grantee. Upon Grantee's failure to do so, the Grantor may do so at the sole expense and cost of Grantee.

Grantee expressly understands and agrees that any insurance protection or bond required by this Easement Agreement, or otherwise provided by Grantee, shall in no way limit the responsibility to defend, indemnify, keep and save harmless the Grantor, as hereinabove provided.

9. The Grantee also agrees that if the Grantor incurs any additional expense for addition work or review of documents which the Grantor would not have had to incur if this Easement had not been executed, then, in that event, the Grantee agrees to pay to the Grantor such additional expense as determined by the Village Manager, promptly upon rendition of bills therefore to the Grantee.

The Grantee covenants and agrees that it will reimburse the Grantor, make all necessary repairs at its sole cost and expense and otherwise keep and save harmless the Grantor from any loss, cost or expense arising out of the granting of this Easement suffered to property of the Grantor by way of damage to or destruction thereof, caused by any act or omission of the Grantee, Grantee's agents, employees, contractors, subcontractors, or anyone else acting through or on behalf of Grantee, its agents, employees, contractors, or subcontractors.

During the term of this Easement, the Grantor shall not be liable to the Grantee for any loss, cost or expense which the Grantee shall sustain by reason of any damage to its property or business caused by or growing out of the construction, repair, reconstruction, maintenance, existence, operation or failure of any of the sewers, structures, channels or other works or equipment of the Grantor now located or to be constructed on said Easement Premises, or on the land of the Grantor adjacent to said Easement Premises.

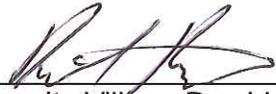
10. Detailed plans of subsequent construction or material alteration of the Grantee's Improvements shall first be submitted to the Village Engineer for approval. Construction work shall not begin until such approval is given to Grantee in writing.

11. The Grantee, prior to entering upon said premises and using the same for the purposes for which this Easement is granted, shall, at Grantee's sole cost and expense, obtain all permits, consents and licenses which may be required under any and all statutes, laws, ordinances and regulations of the United States of America, the State of Illinois, the county, or the city, village, town or municipality in which the subject property is located, and furnished to the Grantor suitable evidence thereof.

The Grantee covenants and agrees that it shall strictly comply with any and all statutes, laws, ordinances and regulations of the United States of America, the State of Illinois, the county, or the city, village, town or municipality in which the subject property is located, which in any manner affects this Easement, any work done hereunder or control or limit in any way the actions of Grantee, its agents, servants and employees, or of any contractor or subcontractor of Grantee, or their employees.

**IN TESTIMONY WHEREOF**, the Grantor and Grantee have caused their corporate names to be hereunto subscribed by their respective President, on the day and year first above written.

Village of Hanover Park

By  \_\_\_\_\_  
its Village President

Barrington Bank and Trust  
Company N.A.

By  \_\_\_\_\_  
its \_\_\_\_\_ President

STATE OF ILLINOIS )  
 )  
COUNTY OF ) SS

*→ Rick Roberts  
Deputy Village President*

I, Susan Krauser, a Notary Public in and for Cook County, Illinois, DO HEREBY CERTIFY that ~~Rodney S. Craig~~, Village President of the Village of Hanover Park, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Village President, appeared before me this day in person, and acknowledged that he signed and delivered said instrument as the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of June A.D. 2015.

*Susan Krauser*  
Notary Public

My commission expires:

STATE OF ILLINOIS )  
 )  
COUNTY OF ) SS



I, Susan C. Igyarto, a Notary Public in and for Cook County, Illinois, DO HEREBY CERTIFY that JON C. STICKNEY, the President of Barrington Bank and Trust Company N.A., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ President, appeared before me this day in person, and acknowledged that he signed and delivered said instrument as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of June A.D. 2015.

*Susan C. Igyarto*  
Notary Public

My commission expires:

Prepared by:  
Bernard Z. Paul  
Attorney for the Village of Hanover Park  
231 South Fourth Street  
DeKalb, IL 60115  
(815) 756-1312

