

**PUBLIC STORM SEWER EASEMENT AGREEMENT**

**WITNESSETH:**

This Public Storm Sewer Easement Agreement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Village of Romeoville, an Illinois Home Rule Municipal Corporation ("Village") and Wilson Diaz ("Owner").

WHEREAS, Owner owns certain real property within the Village ("Owner's Property"), legally described as follows:

THAT PART OF BLOCK 6 IN THE RESUB OF HAMPTON PARK INDUSTRIAL DIST IN THE S1/2 OF SEC 27, AND THE N1/2 OF SEC 34, T37N-R10E DAF: BEG AT THE SE COR OF THE PROPERTY CONVEYED TO CLARK OIL AND REFINING CORP BY R72-022354, THC N 3 DEG 54'35" E ALG THE ELY LN OF THE SD PROPERTY CONVEYED BY R72-022354, 125.00 FT, MOL TO THE SE COR OF PROPERTY CONVEYED TO JOHN ROBERTS BY R74-007532, THC N 22 DEG 11'40" E ALG THE ELY LN OF THE SD PROPERTY CONVEYED R74-007532, 6.97 FT, THC N 89 DEG 00'50" E 263.99 FT TO THE ELY LN OF SD BLOCK 6, THC S 16 DEG 14'17" W ALG THE SD ELY LN OF BLOCK 6, 100.26 FT TO A PT OF CUR, THC SWLY ALG A CUR TO THE RIGHT HAVING A RADIUS OF 50.00 FT, A CHD BEARING AND DIST OF S 52 DEG 37'34" W 59.32 FT, THC S 89 DEG 00'50" W ALG THE S'LY LN OF SD BLOCK 6, 199.96 FT TO THE POB.

PIN 12-02-34-112-012-0000

Common Address: 680 Phelps Avenue, Romeoville, Illinois; and

WHEREAS, the Village desires to receive from Owner an easement from the Owner upon a portion of Owner's Property to be used by the Village for the construction, operation and maintenance of a storm sewer ("Storm Sewer Easement") to be constructed upon that portion of Owner's Property proposed to be subject to an easement for such purposes, and further desires to receive from Owner a temporary easement from the Owner upon a portion of Owner's Property to be used by the Village for the initial

construction of such storm sewer improvements and the Owner desires to grant such easements to the Village, all upon the terms and conditions hereinafter set forth; and

WHEREAS, the legal description of that portion of Owner's Property which shall comprise and be included within the easement for to be granted hereby ("Storm Sewer Easement Property") is described and depicted in the grant of easement document attached hereto and incorporated herein by this reference as Exhibit A ("Grant of Easement"); and

WHEREAS, the legal description of that portion of Owner's Property which shall comprise and be included within the easement for the initial construction of the storm sewer improvements to be granted hereby ("Temporary Construction Easement Property") is likewise set forth within the Grant of Easement; and

WHEREAS, the Village and Owner desire to enter into this Agreement in furtherance of the purposes hereinabove set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Owner and Village hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated into this Agreement as if fully set forth in this Section 1.
2. Easements Granted. Subject to the terms and provisions of this Agreement, Owner hereby grants to Village a permanent easement upon, over, under and across the Storm Sewer Easement Property and a temporary construction easement upon, over, under and across the Temporary Construction Easement Property. The provisions of both of such easements shall be as set forth and contained within the Grant of Easement. Owner shall further memorialize the same by executing and delivering the Grant of Easement to the Village, and the Village shall thereafter record the same against the Owner's Property with the Will County Recorder's Office.
3. Restoration and Paving Obligations of the Village. Upon the completion of the installation of the storm sewer contemplated herein pursuant to the easements the Village shall, at its sole cost and expense, repair and restore any damage to Owner's Property resulting from construction activities undertaken by the Village. Without otherwise limiting the generality of the foregoing, the Village shall complete such restoration by installing asphalt paving over all such areas of the Owner's Property damaged by the Village's construction activities, and over all areas of the Owner's Property that are presently surfaced with gravel.
4. Notice of Work. Except in bona fide emergency situations, Village shall provide Owner with reasonable written notice of its intention to perform work within the Easement.

5. Indemnification. Village hereby indemnifies, defends and holds harmless Owner from any and all liabilities, claims, damages, costs, expenses or judgments resulting from Village's use of the easements contemplated herein.
  
6. Further Village Legislation. To the extent that the Village's activities hereunder result in the creation of any nonconforming uses on the Owner's Property not in existence as of the date hereof, including but not limited to any nonconformities resulting from the installation of asphalt paving in any otherwise required setback area, the Village shall take such steps as are necessary to adopt legislation granting variances or other appropriate relief such as will cause any such nonconformities to become legal nonconforming uses under the ordinances of the Village.

IN WITNESS WHEREOF, Owner and Village have executed this Agreement all as of the date and year first above named.

"OWNER"

\_\_\_\_\_  
Wilson Diaz

ATTEST: \_\_\_\_\_  
*John D. Noak*

"VILLAGE"

Village of Romeoville, an Illinois Municipal Corporation

BY: \_\_\_\_\_  
John D. Noak, Village President

ATTEST: \_\_\_\_\_  
Dr. Bernice Holloway, Village Clerk

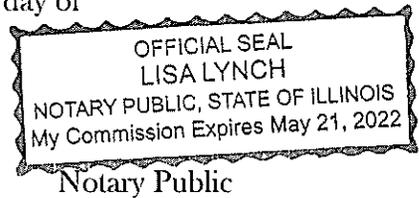
State of Illinois )

County of Will ) ss.  
County )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that John D. Noak, personally known to me to be the Village President of the Village, and 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 the said instrument as his free and voluntary act as such managing member and as the free and voluntary act of the Village of Romeoville for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 31 day of July, 2019.

Lisa Lynch



My commission expires: 5-21-22

State of Illinois )  
 ) ss.  
County of Will )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Wilson Diaz, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_