

Prepared by & after recording mail to:
Thomas J. Hoffman, Esq.
Law Office of Thomas J. Hoffman
870 Ryan Court
Batavia, IL 60510

GRANT OF STORM SEWER EASEMENT AND ACCESS EASEMENT

This grant of Storm Sewer Easement and Access Easement ("Easement Agreement") is made this ____ day of _____, 2023, by Chicago Title Land Trust Company, as Successor Trustee under Agreement dated the 11th day of April, 1968 and known as Trust Number 1122 ("Grantor") to the City of Aurora, an Illinois home rule Municipal Corporation ("City"). The Grantor and the City may be collectively referred to herein as the "Parties" and may be separately referred to herein as a "Party".

WITNESSETH

WHEREAS, Grantor" is the owner of certain real property consisting of approximately nine and eighty eight one-hundredths (9.88) acres located on East New York Street, Aurora, Illinois and is legally described on **Exhibit A** attached hereto and made a part hereof (the "Grantor's Property"); and

WHEREAS, the City has proposed that the Grantor grant to the City a storm sewer easement across a portion of Grantor's Property legally described and depicted on **Exhibit B** ("Storm Sewer Easement"); and

WHEREAS, the storm sewer improvements constructed in the Storm Sewer Easement per the Plans, as defined herein, will consist of a storm main and manholes, together with such equipment and appurtenances as may be necessary or convenient in connection with the proper functioning and operation of such storm sewer improvements (the "Storm Sewer Improvements"); and

WHEREAS, as set forth in this Easement Agreement, the Storm Sewer Improvements shall be installed by the City and the City needs a permanent easement over the Storm Sewer Easement area to access, maintain, repair, and replace the Storm Sewer Improvements.

NOW THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars, the promises and covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I
GRANT OF PERMANENT EASEMENT

1.1 **Storm Sewer Easement Grant.** A permanent non-exclusive twenty foot (20.00') public storm sewer easement (the "Storm Sewer Easement") is hereby granted to the City, its successors and assigns, for the installation of one (1) 12" underground storm sewer pipe, as set forth on the attached storm sewer plans and **for no other purpose**, under that portion of the Grantor's Property as depicted on the Plat of Easement on **Exhibit B** (the "Plat of Easement") and legally described on **Exhibit B-1**, both attached hereto and made a part hereof. The City shall have the perpetual right, privilege and authority to construct, reconstruct, repair, inspect, maintain, relocate, remove, and operate the Storm Sewer Improvements **only** underground the Storm Sewer Easement, **however, the City shall have no right under this Easement Agreement to increase the number, size or diameter of the one (1) underground storm sewer pipe, without the prior written consent of all of the then owner(s) of the Grantor's Property, nor shall the City interfere with any prior utility easement(s) recorded against the Grantor's Property before the date of this Easement Agreement**, together with right of access across the Storm Sewer Easement for necessary workers and equipment to do any of the above work. The right is also granted to cut down, trim or remove any trees, shrubs or other plants on the Storm Sewer Easement. The Storm Sewer Easement is hereby reserved and granted to the City, together with reasonable access to and from East New York Street for ingress, egress, and the performance of municipal and other governmental services for the Storm Sewer Improvements service and maintenance. After complete installation of the Storm Sewer Improvements, the grade of the Storm Sewer Easement shall not be altered by Grantor in a manner so as to interfere with the proper operation or maintenance of the Storm Sewer Improvements or drainage thereof. The Storm Sewer Easement reserved and granted to the City for its use under this Easement Agreement is non-exclusive, but shall be superior to any easements granted for private easements or granted to public utilities or to other governmental authorities, either contemporaneously herewith or subsequent hereto. No temporary construction easement of any kind or nature is granted by this Easement Agreement. In the event of any inconsistency between the terms of the Easement Agreement and the Plans, the terms of the Easement Agreement shall control and be determinative.

1.2 **Underground Construction.** The Storm Sewer Easement is subject to the express condition that the One (1) Storm Sewer pipe be located underground a minimum of four feet (4.0') below grade and that the surface of the Storm Sewer Easement area be used only for manholes, provided, however, all manhole covers must be installed at grade level.

1.3 **Obstructions.** No buildings or obstructions shall be installed or placed on the Storm Sewer Easement without the express written approval of the City. The right to cut, trim, or remove any trees, shrubs, or other plants, and to clear obstructions in the Storm Sewer Easement that interfere with the operation of the Storm Sewer Improvements installed therein is hereby granted to the City. Grantor may use the Storm Sewer Easement for crops and landscaping and other purposes that do not then or later interfere with the rights granted herein.

ARTICLE II CONSTRUCTION; MAINTENANCE

2.1 **Initial Construction.** The size and location of the Storm Sewer Pipe and the construction of the Storm Sewer Improvements shall be per the Plans, as defined herein and performed by the City, its employees or agents or designated Contractors of the City, and all work, labor, services, equipment, tools, and materials to be performed, furnished, or used directly or indirectly in, or in connection with said construction shall be at the sole cost and expense of the City. For purposes of this Easement Agreement, Berger Excavating Contractors, Inc. shall be defined as the “**Contractors of the City**”. The City or the City’s Contractors shall commence construction of the Storm Sewer Improvements by no later than September 1, 2023 and the construction of the Storm Sewer Improvements shall be completed by no later than October 31, 2023, unless agreed to by the Grantor and the City. Prior to the commencement of construction of the Storm Sewer Improvements, all contractors of the City shall post surety with the City to secure completion of the Storm Sewer Improvements. The Storm Sewer Improvements shall be deemed acceptable and complete upon review, inspection, and approval of the Storm Sewer Improvements by the City. The Plans for the Storm Sewer Improvements are depicted on **Exhibit C**, attached hereto and incorporated herein (the “Plans”).

2.2 **Maintenance of Storm Sewer Improvements.** The City shall be solely responsible for the operation, maintenance, repair, and replacement of the Storm Sewer Improvements, as well as the Restoration Obligation under Section 2.3 herein (the “Maintenance Obligation”). Except for any claim by Grantor under the Insurance policies under Section 2.4 herein, Grantor shall look solely to the City for satisfaction of obligations set forth in this Easement Agreement.

2.3 **Restoration Obligation.** During and following any work performed within the Storm Sewer Easement and while this Easement Agreement is in effect against Grantor’s Property, the City shall make all surface and subsurface maintenance and restorations, including, but not limited to, the following: maintain the area in a generally clean and workmanlike condition, backfill any trench, restore concrete and asphalt surfaces, restore topsoil and seed, remove excess debris, repair all subsidence of Grantor’s Property, repair all damage to underground drain tiles and return Grantors Property to similar condition it was prior to the work, normal wear and tear excepted performed under this Easement Agreement(the “Restoration Obligation”). The Restoration Obligation shall be completed in accordance with City standards.

2.4 **Insurance.** Prior to any access to the Grantor's Property, the City and all of the City's Contractors shall furnish to Grantor a certificate of insurance as evidence of: i) commercial general liability insurance in the amount of at least \$2,000,000.00 per occurrence and \$4,000,000.00 general aggregate covering the construction activities of the City and City's Contractors contemplated by this Easement Agreement; and ii) workers compensation insurance at a rate not less than statutory minimum requirements. Such certificate of insurance shall name Grantor as an Additional Insured.

2.5 **Compliance; Permits.** The City and all of the City's Contractors shall be responsible for compliance with and any and all costs associated with the standard inspection and fees required under any applicable county and/or municipal laws, rules, codes or ordinances for the construction, installation, reconstruction, repair, removal, replacement, inspection, maintenance, and operation of the Storm Sewer Improvements.

ARTICLE III REPRESENTATIONS, WARRANTIES & COVENANTS

3.1 **Grantor Representations.** The Grantor represents, warrants and covenants to the City that Grantor has the authority and power to enter into this Easement Agreement and to consummate the transaction provided for herein. This Easement Agreement and all other documents executed and delivered by Grantor constitute legal, valid, binding and enforceable obligations of Grantor, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Easement Agreement. The person executing this Easement Agreement on behalf of Grantor has been duly authorized to do so.

3.2 **City Representations.** The City represents, warrants and covenants to Grantor as follows:

3.2.1. **Authority.** City has the authority and power to enter into this Easement Agreement and to consummate the transaction provided for herein. This Easement Agreement and all other documents executed and delivered by the City constitute legal, valid, binding and enforceable obligations of the City and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Easement Agreement. The person executing this Easement Agreement on behalf of the City has been duly authorized to do so.

3.2.2. **Waiver of Recapture.** The City shall not seek or record any recapture agreement against the Grantor's Property nor against any other parcel or parcels of real estate for the cost of the Storm Sewer Improvements. The City hereby waives any and all rights it may have to recapture costs from Grantor, its grantees, successors, and assigns for the installation of the Storm Sewer Improvements installed by the City across the Grantor's Property.

ARTICLE IV DEFAULT

4.1 **Default.** In the event of a default by either Party under this Easement Agreement, the defaulting Party shall have thirty (30) days to cure the default after written notice from the non-defaulting Party. If the default is not cured within the thirty-day cure period, the non-defaulting Party shall have any remedy available to it in law or in equity.

4.2 **Attorney Fees.** In the event of a default of any Party under this Easement Agreement, the non-defaulting Party shall be entitled to recover all of its reasonable attorney fees and court cost from the defaulting Party actually incurred by the non-defaulting Party in the enforcement of the terms of this Easement Agreement.

ARTICLE V MISCELLANEOUS

5.1 **Notices.** Any notice required or desired to be given under this Easement Agreement shall be in writing and shall be deemed to have been given when delivered personally, on the date of confirmed facsimile or electronic transmission, or on the date deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Grantor:

Chicago Title Land Trust Company as Successor Trustee
under Trust #1122

Attention: Ms. Maureen Paige, Trust Officer
2443 Warrenville Road, Suite 125
Lisle, IL 60532

With a copy to:
Thomas J. Hoffman, Esq.
Law Office of Thomas J. Hoffman
870 Ryan Court
Batavia IL 60510

If to City

City of Aurora
Attention: Public Works Director/City Engineer
77 S. Broadway Ave
Aurora, IL 60507

With a copy to:
City of Aurora
Attn: Law Department
44 E. Downer Place
Aurora, IL 60507

5.2 **Binding Effect.** This Easement Agreement shall run with the land and be binding upon and inure to the benefit of the Parties hereto and their respective grantees, successors, and assigns.

5.3 **Complete Agreement.** This Easement Agreement supersedes all prior agreements and understandings, written and oral, between the Parties hereto related to the subject matter hereof.

5.4 **Counterparts.** This Easement Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]



By: Maureen Ouse

Name: MAUREEN PAIGE

Title: **Trust Officer**

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS)
)SS.

COUNTY OF DUPAGE

This instrument was acknowledged before me on 6/20, 2023 by MAUREEN PAIGE
Trust Officer of CHICAGO TITLE LAND TRUST COMPANY

Given under my hand and official seal, this 20th day of JUNE, 2023.

Shi L
NOTARY PUBLIC



CITY
CITY OF AURORA,
an Illinois Home Rule Municipal Corporation

By: _____

It's _____

ATTEST:

By: _____

It's _____

**EXHIBIT A
GRANTOR'S PROPERTY**

LEGAL DESCRIPTION SEE ATTACHED

PIN: 15-24-403-015

ADDRESS: EAST NEW YORK STREET, IN AURORA, ILLINOIS 60505. LOCATED
BETWEEN 1920 E. NEW YORK STREET AND 2020 EAST NEW YORK STREET

EXHIBIT "A"

THAT PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTHEAST QUARTER, 1320.86 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER, WHICH POINT IS THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST QUARTER OF SAID SECTION FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 28 MINUTES EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SAID SECTION TO THE CENTER OF STATE HIGHWAY 65; THENCE WESTERLY ALONG THE CENTER OF SAID HIGHWAY AT AN ANGLE OF APPROXIMATELY 15 DEGREES 31 MINUTES SOUTH 490.5 FEET MORE OR LESS, TO THE WEST LINE OF A TRACT OF LAND CONVEYED TO RAYMOND O. HEDRICH, HERMINE M. HEDRICH AND CATHERINE HEDRICH BY DEED DATED AUGUST 22, 1972 AND RECORDED AUGUST 25, 1972 AS DOCUMENT 1237436 IN KANE COUNTY, ILLINOIS; THENCE NORTH 3 DEGREES WEST 1176.4 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO LOUIS C. LOVELAND BY WARRANTY DEED DATED NOVEMBER 4, 1889 AND RECORDED NOVEMBER 13, 1889 AS DOCUMENT 26053 IN BOOK 254, PAGE 491; THENCE NORTH 83.5 DEGREES EAST ALONG THE SOUTHERLY LINE OF SAID LOVELAND'S LINE 7.1 CHAINS TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH ALONG SAID LINE 12.75 CHAINS TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION BEING THE POINT OF BEGINNING, (EXCEPT THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION WHICH IS 1316.55 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE CONTINUING SOUTH 88 DEGREES 50 MINUTES 50 SECONDS WEST ALONG SAID SOUTH LINE, 100.00 FEET; THENCE NORTH 01 DEGREE 11 MINUTES 33 SECONDS WEST, A DISTANCE OF 564.38 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 27 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 01 DEGREE 11 MINUTES 33 SECONDS EAST, A DISTANCE OF 564.46 FEET TO THE POINT OF BEGINNING, AND EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24 WHICH IS 1316.55 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 01 DEGREE 11 MINUTES 33 SECONDS EAST, 211.20 FEET TO A POINT ON A CURVE, BEING THE NORTHERLY RIGHT OF WAY OF NEW YORK STREET, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1933 AS DOCUMENT NO. 363451; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2914.93 FEET, AN ARC DISTANCE OF 101.12 FEET, THE CHORD OF WHICH BEARS SOUTH 80 DEGREES 17 MINUTES 38 SECONDS WEST; THENCE NORTH 01 DEGREE 11 MINUTES 33 SECONDS WEST, A DISTANCE OF 226.24 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE NORTH 88 DEGREES 50 MINUTES 50 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING) IN KANE COUNTY, ILLINOIS.

EXHIBIT B
PLAT OF EASEMENT EXHIBIT
SEE ATTACHED

EXHIBIT B-1
LEGAL DESCRIPTION OF STORM SEWER EASEMENT
SEE ATTACHED

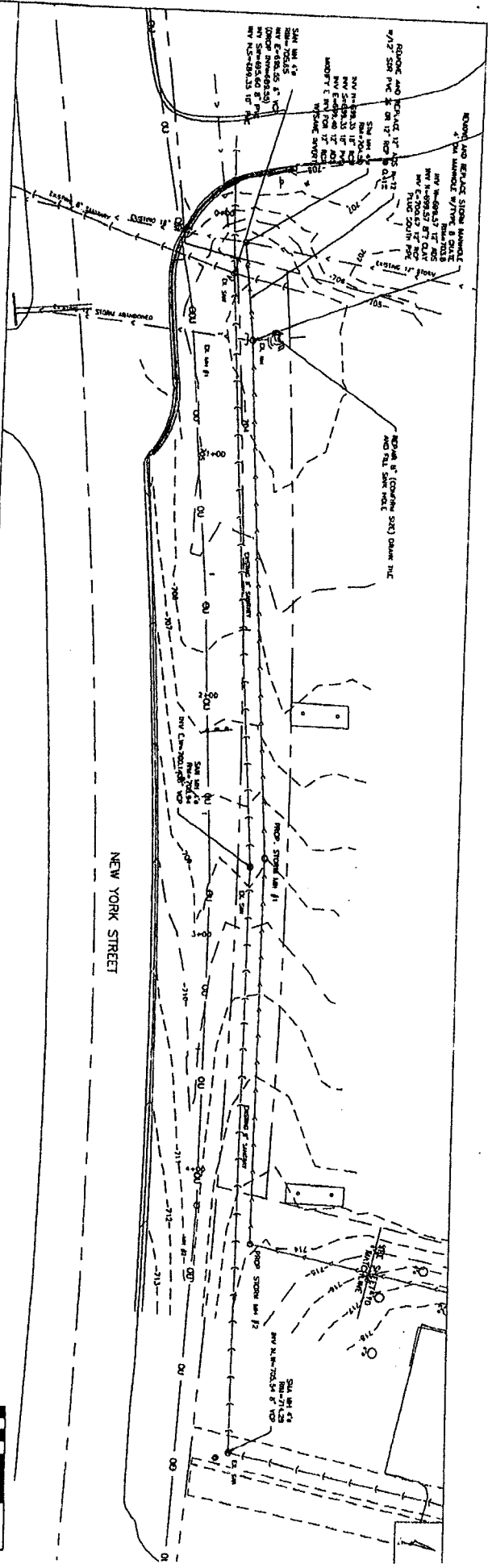
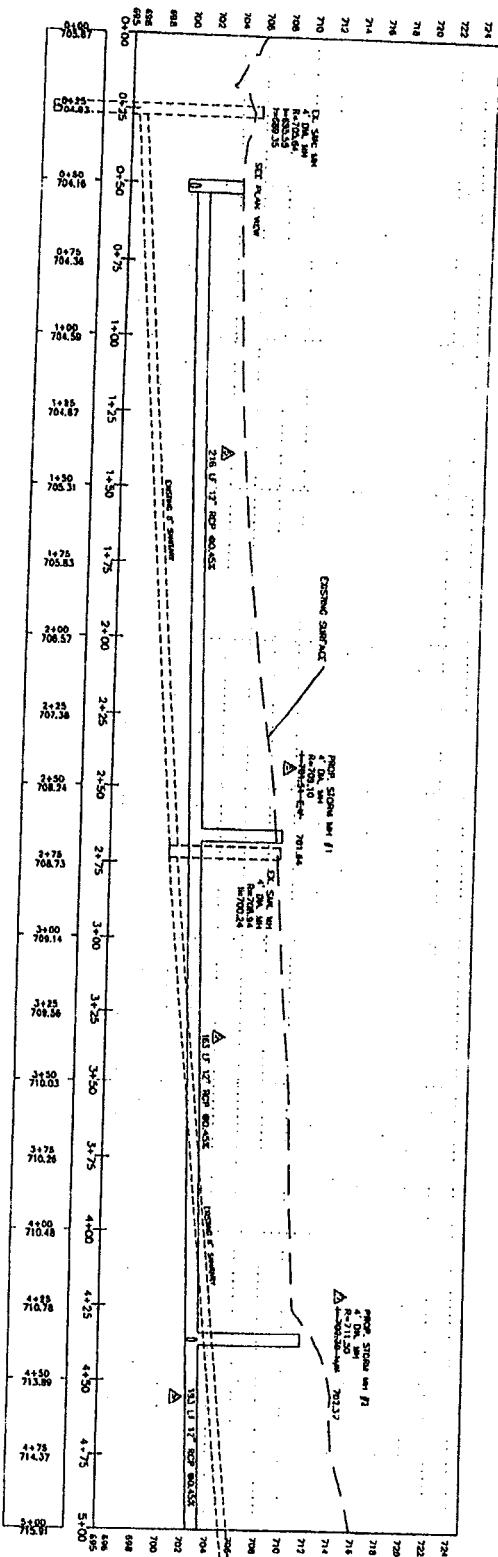
EXHIBIT "B" 1

20' CITY STORM SEWER EASEMENT LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 3 DESCRIBED IN DOCUMENT 2005K075782; THENCE WESTERLY, 389.04 FEET ALONG THE NORTH LINE OF NEW YORK STREET ACCORDING TO DOCUMENT 363451, SAID LINE BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 2914.93 FEET, CHORD BEARING SOUTH 75 DEGREES 25 MINUTES 42 SECONDS WEST AND CHORD LENGTH OF 388.75 FEET TO THE WEST LINE OF PARCEL DESCRIBED DOCUMENT 1237436; THENCE NORTH 00 DEGREES 23 MINUTES 12 SECONDS WEST, ALONG SAID WEST LINE, 21.02 FEET; THENCE EASTERLY 388.54 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2934.93 FEET, CHORD BEARING NORTH 75 DEGREES 31 MINUTES 28 SECONDS EAST AND HAVING A CHORD LENGTH OF 388.26 FEET, TO THE WEST LINE OF SAID PARCEL 3; THENCE SOUTH 01 DEGREES 18 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID PARCEL 3, 20.27 FEET TO THE POINT OF BEGINNING.

EXHIBIT C
STORM SEWER IMPROVEMENTS
SEE ATTACHED PLANS

EXHIBIT "C"



CITY OF AURORA
ENGINEERING DIVISION
77 SOUTH BROADWAY

REVISIONS:
A. CONSTRUCTION SET, NOVEMBER 1, 2012
B. E. R. STORM REVISIONS, JAN 26, 2023

DESIGNED BY KTM CHECKED BY KTM SCALE: 1" = 20'
DRAWN BY: JJ APPROVED BY KTM DATE: 5/20/22

PUBLIC WORKS COMBINED MAINTENANCE FACILITY

STORM SEWER PLAN AND PROFILE STA. 0+00 - 5+00