

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO OLD KENT BANK, AS SUCCESSOR TO THE MERCHANTS NATIONAL BANK OF AURORA, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED DECEMBER 15, 1981, AND KNOWN AS TRUST 3291, an Illinois trust ("**Grantor**"), for Ten and No/100 Dollars (\$10.00) to it paid by CITY OF AURORA, a political subdivision of the State of Illinois, whose address for purposes of this instrument is 44 E. Downer Place, Aurora, Illinois 60507-2847 ("**Grantee**"), and the promises of the Grantee hereinafter specified, does hereby grant, bargain, sell and convey unto the Grantee, subject to the terms and conditions hereinafter set forth, a perpetual **NON-EXCLUSIVE EASEMENT** for repair, replacement, inspection, maintenance, use and operation of existing permanent water main improvements and related appurtenances, hereinafter collectively called "**Water Main Improvements**", in and to the following described premises, situated in the Township of Aurora, Kane County, State of Illinois, as described in Exhibit "A" attached hereto and made a part hereof (the "**Premises**"):

The foregoing easement is made subject to and upon the following express conditions:

1. Grantor on behalf of itself, its successors and assigns, covenants and agrees not to construct any additional structures or grant any additional uses within the Premises that will interfere with the uses of the Premises by Grantee for repair, replacement, inspection, maintenance, use and operation of the Water Main Improvements.
2. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee.
3. Should Grantee, its successors and assigns, abandon use of the Premises for repair, replacement, inspection, maintenance, use and operation of the Water Main Improvements, and remove the Water Main Improvements therefrom, the same shall revert to Grantor, its successors and assigns.
4. Grantee is acquiring the easement solely in reliance on Grantee's own investigation, inspection and testing of the Premises and except for the express representations and warranties set forth herein, no representations, claims or warranties of any kind whatsoever, express or implied, concerning the Premises or its fitness, condition or suitability for any use or purpose, including without limitation the environmental condition of the Premises, have been made by Grantor or any party acting on behalf of Grantor. Except as specifically provided in this easement, Grantee is acquiring this easement in and to the Premises "as is" and "where is" with any and all damage, faults and defects.
5. Grantee shall indemnify, defend, and hold harmless Grantor and its officers, directors, members, managers, employees and agents (collectively, the "**Grantor Parties**") from and against all actions, causes of action, liabilities, claims, suits, penalties, fines, judgments, liens, awards and damages of any kind whatsoever (hereinafter "**Claims**") for injury to or death of any person or damage to or loss of any property or clean up of any discharge or release by Grantee or

GRANTEE:

CITY OF AURORA, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, _____ of Chicago Title Land Trust Company, as successor to Old Kent Bank, as successor to The Merchants National Bank of Aurora, as Trustee under the provisions of a Trust Agreement dated December 15, 1981 and known as Trust 3291, an Illinois trust, on behalf of said trust.

Notary Public, State of _____

EXHIBIT "A"

Premises

[to be attached prior to execution]

EXHIBIT "B"

Permitted Encumbrances

Easement from Grantor to BNSF Railway Company ("BNSF") dated _____, 2015, and recorded as Doc. No. _____ in the Official Public Records of Kane County, Illinois.