

**PREPARED BY
& RETURN TO:**
Thomas W. Grant
Attorney at Law
200 Hillcrest Avenue
Yorkville, IL 60560

**GRANT OF PERMANENT SEWER EASEMENT
EASEMENT CONTRACT- SANITARY SEWER
FOR THE BENEFIT OF
214 SOUTH LEW STREET, PLANO, ILLINOIS**

This Grant of Permanent Easement and Easement Contract is entered into this ____ day of _____, 2021, by and between the CITY OF PLANO, a Municipal Corporation, as GRANTOR, and OCHGEREL NIKOLAI PERENLEI, GRANTEE.

WHEREAS, the CITY OF PLANO, a Municipal Corporation, organized and existing under the laws of the State of Illinois, hereinafter referred to as GRANTOR, installs, operates and maintains, as a part of its corporate functions, sanitary sewers with all necessary appurtenances thereto, through and across lands lying and being in the City of Plano, Kendall County, Illinois, or immediately adjacent thereto, including a sanitary sewer line running in a generally East to West direction along Dearborn Street adjacent to 327 Dearborn Street, Plano, Illinois; and

WHEREAS, the CITY OF PLANO is the owner of the real estate commonly known and described as 327 Dearborn Street, Plano, Illinois, 60545, and legally

described as follows, to-wit:

THE SOUTH 70 FEET OF THE EAST 30 FEET OF LOT 11, AND THE SOUTH 70 FEET OF LOT 12, ALL IN BLOCK 108 OF THE ADDITION OF THE EST. OF WILLIAM T. HENNING TO THE TOWN OF PLANO, IN THE CITY OF PLANO, KENDALL COUNTY, ILLINOIS.

Common Address: 327 Dearborn Street, Plano, Illinois

PIN: 01-22-466-010-0000

and

WHEREAS, the GRANTEE, OCHGEREL NIKOLAI PERENLEI, is the owner of real estate bearing a common address of 214 South Lew Street, Plano, Illinois, which lies Northerly of and contiguous to the real estate of the CITY OF PLANO, which is legally described as follows, to-wit:

THE NORTH 50 FEET OF THE EAST 30 FEET OF LOT 11 AND THE NORTH 50 FEET OF LOT 12 IN BLOCK 108 IN THE CITY OF PLANO, ACCORDING TO THE RECORDED PLAT THEREOF SITUATED IN THE CITY OF PLANO, COUNTY OF KENDALL, IN THE STATE OF ILLINOIS.

Common Address: 214 South Lew Street, Plano, Illinois.

PIN: 01-22-466-009-0000

and

WHEREAS, with the consent of the City, the GRANTEE, OCHGEREL NIKOLAI PERENLEI, has caused to be installed a sanitary sewer line along the Westernmost portion of the real estate of the GRANTOR in order to provide a sanitary sewer outlet from the property of the GRANTEE across the real estate of the GRANTOR to connect to the sanitary sewer line located on the Northerly portion of East Dearborn

Street adjacent to the GRANTOR'S real estate; and

WHEREAS, at the request of the GRANTEE, the CITY OF PLANO is willing to grant a Permanent Non-Exclusive Easement over, upon, along, under and through the real estate of the GRANTOR herein described.

NOW, THEREFORE, the GRANTOR, CITY OF PLANO, a Municipal Corporation, for and in consideration of the sum of \$10.00 and other good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, give and convey unto the GRANTEE, OCHGEREL NIKOLAI PERENLEI, his successors and assigns, the perpetual easement, privilege, right and authority to construct, reconstruct, repair, inspect, maintain and operate a sanitary sewer, drains and outlets, together with any and all necessary manholes, appliances, and other structures and appurtenances as may be deemed necessary by the GRANTEE over, along, upon, under and through the following portion of the GRANTOR'S land, to-wit:

THE WESTERLY 20 FEET OF THE SOUTH 70 FEET OF THE EAST 30 FEET OF LOT 11, AND THE SOUTH 70 FEET OF LOT 12, ALL IN BLOCK 108 OF THE ADDITION OF THE EST. OF WILLIAM T. HENNING TO THE TOWN OF PLANO, IN THE CITY OF PLANO, KENDALL COUNTY, ILLINOIS.

This Grant of Permanent Easement is made and given subject to the following conditions and reservations:

1. The GRANTOR, its successors and assigns, shall have and retain all rights to the use and occupation of said real estate except as herein expressly granted or

necessarily interfered with by the construction and installation and maintenance and operation of the sanitary sewer line, including any and all necessary manholes and other structures and appurtenances as may be deemed necessary by the GRANTEE, and installed and maintained thereon (the Facilities).

2. Said Facilities, and all appurtenances thereto, and all replacements thereof, shall be constructed at the sole expense of the GRANTEE in accordance with detailed plans, profiles and specifications approved or to be approved by the GRANTOR and filed or to be filed in the Office of the Clerk of the City.

3. All soil and other materials excavated from said real estate, except such portions thereof as GRANTEE shall use for back-filling, grading and covering said Facilities to sufficient depth to protect the same from injury and damage, shall be removed from said real estate by GRANTEE; or, if the parties hereto shall agree, the same may be graded over the ground surface of said real estate immediately adjacent to the installed Facilities. Such work shall be solely at GRANTEE'S expense. Excavated black dirt shall be separated from spoils and placed back on top of the excavation at time of completion. Rocks in excess of six (6) inch diameter shall be removed or buried and not mixed with the black topsoil or within twelve (12) inches of the surface. GRANTEE shall maintain, at all times, suitable dust control.

4. For the purposes of the construction of said Facilities and the maintenance and repair of the same, the GRANTEE, its contractors and sub-contractors and its and their employees and representatives, shall have the right to enter, pass over and use the portion of the adjoining real estate owned by the GRANTOR for the transportation,

laying down and storage of materials, tools and equipment and the depositing and removal of excavated materials and for other purposes incidental to the work, but shall do so with the least inconvenience practicable to the GRANTOR.

5. The GRANTEE shall indemnify and save harmless the GRANTOR, its successors and assigns, from any loss, damage or expense in the nature of legal liability which the said GRANTOR may suffer, incur or sustain or from which the said GRANTOR may become legally liable arising or growing out of any injury or damage to persons, or damage to real or personal property, caused by any negligence of the GRANTEE, or its contractors, sub-contractors, agents or representatives, or any of them, in the maintenance and operation of said Facilities.

6. The GRANTOR, for itself and its successors and assigns, covenants and agrees that it shall not in any manner disturb, damage, destroy, injure or obstruct said Facilities.

7. The GRANTEE shall signify its acceptance of this Grant of Easement and Easement Contract by approval by the execution and Acceptance on the following page.

8. This indenture and the covenants and agreements herein contained shall run with the land and shall be binding upon the GRANTOR, its successors and assigns, and upon the GRANTEE, his successors and assigns, and shall be in full force and effect when accepted by the GRANTEE in the manner herein provided.

IN WITNESS WHEREOF, the GRANTOR has executed this Grant of Permanent Easement this _____ day of _____, 2021.

CITY OF PLANO, an Illinois Municipal Corporation,

BY: _____
Mayor

ATTEST: _____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROBERT HAUSLER and KATHLEEN MILLER, the Mayor and City Clerk, respectively, of the CITY OF PLANO, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and the free and voluntary act of the CITY OF PLANO, an Illinois Municipal Corporation, pursuant to authority granted to them by the City Council of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2021.

Notary Public

ACCEPTANCE

The foregoing Easement is accepted by OCHGEREL NIKOLAI PERENLEI this _____ day of _____, 2021.

Ochgerel Nikolai Perenlei