

When recorded mail to:

The Greater Peoria Sanitary
and Sewage Disposal District
2322 South Darst Street
Peoria, IL 61607-2093

EASEMENT TO THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT

THIS INDENTURE WITNESSETH: That the Grantors herein

CITY OF PEORIA, ILLINOIS, A MUNICIPAL CORPORATION

in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and of the mutual conditions and agreements herein contained, and in further consideration of the benefits to be derived from the construction of a separate sanitary sewer along the route or line hereinafter specified, which benefits are hereby acknowledged and recognized, do hereby give, grant and convey to The Greater Peoria Sanitary and Sewage Disposal District, a municipal corporation of the County of Peoria and State of Illinois, and its assigns, successor or successors forever, the perpetual easement, privilege, right, permissions and authority to enter upon the premises hereinafter described and to construct, reconstruct, repair, maintain and operate below the surface of the ground an enclosed separate sanitary sewer and the necessary manholes thereto, together with lateral sewers connecting with the same in, upon, under, across and through the following described real estate, situated in the County of Peoria and State of Illinois, to wit:

PART OF LOT 1 IN YALEHURST SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 9 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA, ILLINOIS, AS SHOWN ON PLAT OF SURVEY OF YALEHURST SUBDIVISION DATED JUNE 17, 1927, AND RECORDED JULY 2, 1927, IN PLAT BOOK M AT PAGE 80, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 133 IN KELLAR HEIGHTS EXTENSION NO. 2, A SUBDIVISION OF PART OF OUTLOT "A" OF KELLAR HEIGHTS EXTENSION NO. 1, AS SHOWN ON KELLAR HEIGHTS EXTENSION NO. 2 DATED NOVEMBER 9, 1965, AND RECORDED JANUARY 4, 1966, IN PLAT BOOK Z-1 AT PAGE 72, AS DOCUMENT NO. 66-00149, THENCE NORTH 89°-52'-53" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG THE NORTH LINE OF SAID OUTLOT "A" 27.80 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, THENCE NORTH 89°-52'-53" WEST ALONG SAID NORTH LINE 23.97 FEET; THENCE NORTH 33°-19'-29" WEST 39.96 FEET TO A POINT ON THE SOUTHWESTERN LINE OF AN EASEMENT DESCRIBED IN AN EASEMENT TO THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT DATED OCTOBER 17, 1972, AND

RECORDED DECEMBER 11, 1972, AS DOCUMENT NO. 72-21725; THENCE SOUTH 37°-32'-23" EAST ALONG SAID SOUTHWESTERN LINE 23.75 FEET TO THE SOUTH CORNER OF SAID EASEMENT; THENCE NORTH 82°-12'-31" EAST ALONG THE SOUTHERN LINE OF SAID EASEMENT 20.23 FEET; THENCE SOUTH 33°-19'-29" EAST 20.76 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENT CONTAINS 0.009 ACRES, MORE OR LESS

EXHIBIT A – SEE ATTACHED PLAT

P.I.N.: 14-08-201-012

1. Grantee herein agrees that in constructing, reconstructing, repairing, maintaining and/or operating said sanitary sewer and any lateral sewers to be connected therewith in the future, it will cause the excavation by it made to be filled so as to return the elevation of the surface of the land to an elevation as near as practicable to its elevation prior to the commencement of the work.
2. The Grantor and its assigns shall have the right to make connection with the sanitary sewer for the discharge of sanitary sewage and to use such connection subject to such general regulations and ordinances as may from time to time be imposed and adopted by the Board of Trustees of said The Greater Peoria Sanitary and Sewage Disposal District.
3. The Grantor herein and any persons or property owners in the future making connections with said sanitary sewer, hereby agree that any connections made by it or them by virtue hereof shall be made in such manner as may be prescribed by The Greater Peoria Sanitary and Sewage Disposal District aforesaid, and under its supervision. Such connections shall be made for the sole purpose of discharging sanitary sewage and shall not be used for the purpose of disposing of storm water, surface or ground water drainage.
4. All materials, plant or equipment used by the Grantee, its agents and/or contractors in the construction, reconstruction, repair, maintenance and/or operation of said sanitary sewer or any lateral sewers in the future to be connected therewith may be transported to the site of the work on and across the real estate hereinbefore described. The Grantee, its agents and/or contractors shall also be given the right of access to the described easement on and across the property of adjoining lands of the Grantor and its assigns and successors.
5. While the property of the Grantor hereinbefore described, or any part thereof, is vacant the Grantee herein shall have the right to place surplus or excavated material, debris or waste or equipment and materials needed for the purpose of construction, reconstruction, repair, maintenance and/or operation, upon such vacant lands of the Grantor, with the provision, however, that all surplus material, equipment and debris so placed during construction, reconstruction, repair, maintenance and/or operation of said sanitary sewer or lateral sewers to be connected therewith shall, within thirty days after the expiration of the time when any such work has been completed, be removed by the Grantee at its own expense.
6. The Grantor and its assigns and successors shall not construct any future permanent structures on the easement; driveways, sidewalks, parking lots, streets, landscaping and/or sod excepted. Said exceptions shall not deny access to the Grantee for construction, reconstruction, repair and/or

maintenance purposes. The Grantee shall have the right to trim, or remove, any trees, shrubs, or saplings that interfere, or threaten to interfere, with the operation, maintenance or repair of the sanitary sewer.

7. The Grantee in the construction, reconstruction, repair and/or maintenance of sewers over and across the property of the Grantor hereinbefore described shall be liable only for any harm or damage done to any of the driveways, sidewalks, parking lots, streets, landscaping and/or sod, if any, which may be situated on said premises and shall restore the same to the condition in which they were prior to the commencement of any such work, as near as practicable, at its own proper cost and expense.
8. The Greater Peoria Sanitary and Sewage Disposal District, aforesaid, will indemnify, save and keep harmless the Grantor from any loss, damage or expense constituting a legal liability which it may suffer, incur or sustain or for which it may become liable growing out of any injury to persons or to real or personal property caused by any of the work performed by the Grantee under this grant and easement.
9. Grantor represents and warrants that the property is non-homestead property.
10. This Indenture granting an easement together with all the covenants herein contained, shall run with the land and shall be binding upon the successors, grantees and assigns of the respective parties hereto.
11. A copy of this easement shall be filed in the Office of the Peoria County Recorder of Deeds and be indexed against the real estate after execution by all parties to this easement. Such filing shall constitute notice to all present and future owners and purchasers of the property of the permanent easement.
12. This easement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning matters detailed herein shall be commenced in Peoria County, Illinois.
13. The waiver of any right, term or condition detailed in this easement, or the forbearance of enforcement of any right in the event of a breach of any term of this easement, shall not be deemed to be a waiver or release of any future right or cause of action arising from the commission of any additional act or breach of a similar or dissimilar nature. Any delay in enforcement of rights arising from a particular breach shall not act as a waiver of the right to pursue all available remedies. Waiver of a right, term or condition in regards to a particular individual or entity shall not entitle any other individual or entity to a similar waiver.
14. If any provision, term or condition of this easement or a part thereof shall be deemed illegal and/or unenforceable due to statute, rule of law, or Court Order, the remaining provisions of this easement shall remain in full force and effect with the interpretation of this easement, to the extent legally possible, to be in accordance with the general intent demonstrated herein.
15. All obligations detailed herein shall be joint and severable and may be enforced in their entirety against any signatory to this easement.
16. Reference to gender or singular or plural pronouns shall not be construed as a limitation of the terms of this easement.

IN WITNESS WHEREOF, the said City of Peoria has caused this instrument to be executed by its Mayor and attested by its City Clerk under its corporate seal this 11th day of October A.D. 20 18.

City of Peoria
Name of Governmental Entity

By: *Jim Ardis*
Signature

Jim Ardis, Mayor
Print Name and Title

Attest:

By: *Beth Ball*
Signature

Beth A. Ball, City Clerk
Print Name and Title

State of Illinois)
) ss
County of Peoria)

This instrument was acknowledged before me on October 11, 2018, by Jim Ardis, as Mayor and Beth A. Ball, as City Clerk of City of Peoria, a governmental entity organized and existing under the laws of Illinois.

(SEAL)

Daniel J Sullivan
Notary Public

My Commission Expires: 8-20-22



JUL 18, 2018 12:40 PM PAGE 1/388
I:\151005\1510165A\CAD\SURVEY\SHEET\MSC_4051-CITY-PE9_20180713.DWG

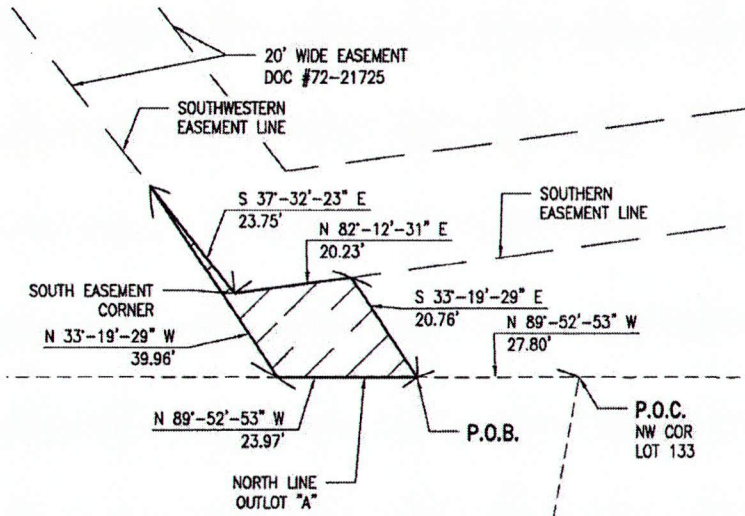
CITY OF PEORIA

CITY OF PEORIA
P.I.N. 14-08-201-012
PARCEL PE 9
AREA = 399 S.F.±; 0.009 AC±

"EXHIBIT A"

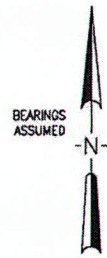
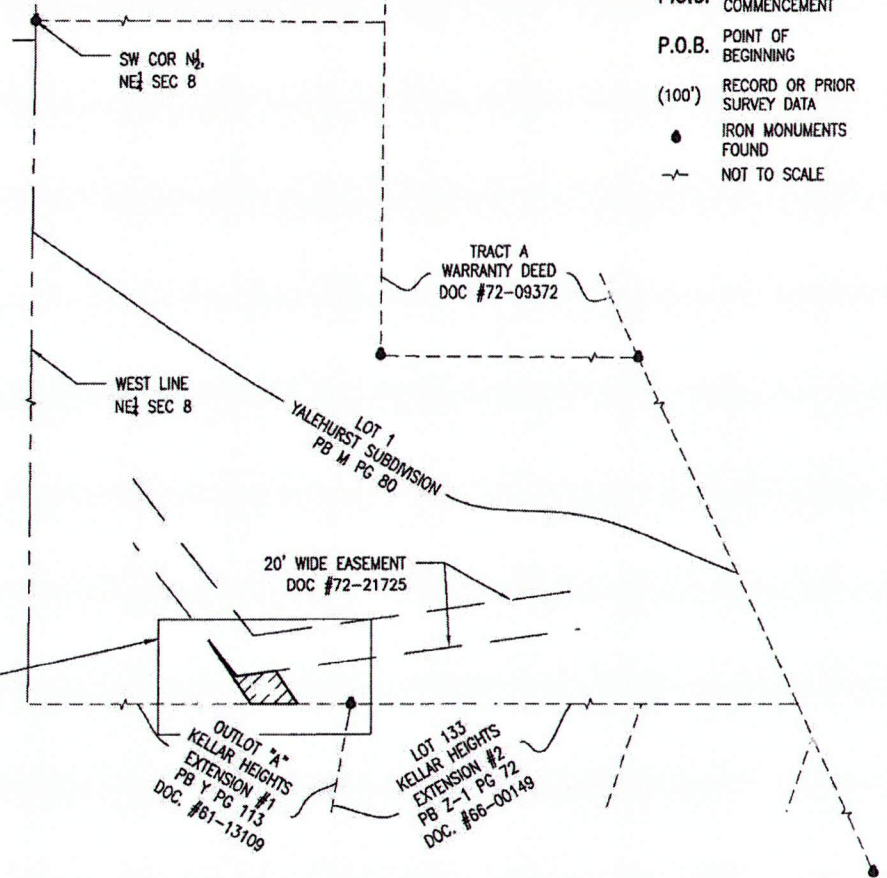
LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- (100') RECORD OR PRIOR SURVEY DATA
- IRON MONUMENTS FOUND
- - - NOT TO SCALE



DETAIL A
SCALE: 1:20

SEE DETAIL A



PART OF LOT 1 OF YALEHURST SUBDIVISION IN THE
NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 9
NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, PEORIA COUNTY, ILLINOIS.

PERMANENT EASEMENT

State of Illinois)
County of Peoria) SS

We, Hanson Professional Services Inc., Professional Design Firm No. 184-001084,
do hereby certify that this is a true and correct representation of a survey made
for the Greater Peoria Sanitary District as shown on sheet 1 of 1.

Dated at Peoria, Illinois, this 26th day of July, 2018.



By: *Richard P. McPhail*
RICHARD P. MCPHAIL
Illinois Professional Land Surveyor No. 3825
License Expires 11-30-2018



Hanson Professional Services Inc.
7825 N University Dr. Suite 200
Peoria, IL 61614

FILE
1510165A
DATE
7/18/2018
PE 9
1 of 1 sheets

When recorded mail to:

The Greater Peoria Sanitary and Sewage Disposal District
2322 South Darst Street
Peoria, IL 61607-2093

TEMPORARY EASEMENT TO THE GREATER PEORIA SANITARY
AND SEWAGE DISPOSAL DISTRICT

THIS INDENTURE WITNESSETH: That the Grantors herein

CITY OF PEORIA, ILLINOIS, A MUNICIPAL CORPORATION

in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and of the mutual conditions and agreements herein contained, and in further consideration of the benefits to be derived from the construction, reconstruction or repair of the sanitary sewer system, which benefits are hereby acknowledged and recognized, do hereby give, grant and convey to The Greater Peoria Sanitary and Sewage Disposal District, a municipal corporation of the County of Peoria and State of Illinois, the temporary easement, privilege, right, permission and authority to enter upon the premises hereinafter described and to construct, reconstruct or repair below the surface of the ground a sanitary sewer system and the necessary manholes thereto, together with lateral sewers connecting with the same in, upon, under, across and through the following described real estate, situate in the County of Peoria and State of Illinois, to wit:

PART OF LOT 1 IN YALEHURST SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 9 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA, ILLINOIS, AS SHOWN ON PLAT OF SURVEY OF YALEHURST SUBDIVISION DATED JUNE 17, 1927, AND RECORDED JULY 2, 1927, IN PLAT BOOK M AT PAGE 80, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID NORTHEAST QUARTER, THENCE SOUTH 89°-30'-20" EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG THE SOUTH LINE OF SAID NORTH HALF 370.08 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89°-30'-20" EAST ALONG SAID SOUTH LINE 50.00 FEET TO THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST LINE OF TRACT A AS SHOWN ON PLAT OF SURVEY OF PIONEER SUBSTATION SITE DATED MAY 3, 1972, AND RECORDED JUNE 7, 1972, AS WARRANTY DEED DOCUMENT NO. 72-09372; THENCE SOUTH 11°-20'-19" WEST 90.15 FEET; THENCE SOUTH 0°-00'-00" EAST 109.24 FEET; THENCE SOUTH 13°-16'-32" EAST 139.69 FEET; THENCE SOUTH 32°-18'-42" WEST 87.84 FEET; THENCE SOUTH 40°-31'-41" EAST 141.92 FEET; THENCE NORTH 66°-59'-

38" EAST 116.07 FEET; THENCE SOUTH 72°-15'-50" EAST 71.47 FEET; THENCE SOUTH 9°-53'-49" EAST 87.92 FEET; THENCE NORTH 80°-06'-11" EAST 39.14 FEET; THENCE SOUTH 34°-29'-40" EAST 107.40 FEET TO A POINT ON THE NORTH LINE OF KELLAR HEIGHTS EXTENSION NO. 2, A SUBDIVISION OF PART OF OUTLOT "A" OF KELLAR HEIGHTS EXTENSION NO. 1, A SUBDIVISION OF PART OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 89°-52'-53" WEST ALONG SAID NORTH LINE 96.13 FEET; THENCE NORTH 58°-20'-47" WEST 25.64 FEET; THENCE NORTH 9°-53'-49" WEST 111.11 FEET; THENCE NORTH 72°-15'-50" WEST 45.22 FEET; THENCE SOUTH 66°-59'-38" WEST 104.96 FEET; THENCE SOUTH 83°-23'-58" WEST 50.34 FEET; THENCE SOUTH 12°-35'-13" EAST 91.65 FEET TO A POINT ON SAID NORTH LINE; THENCE NORTH 89°-52'-53" WEST ALONG SAID NORTH LINE AND THE NORTH LINE OF SAID OUTLOT "A" AS SHOWN ON KELLAR HEIGHTS EXTENSION NO. 1, A SUBDIVISION OF PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND PART OF THE SOUTH HALF OF THE SOUTH HALF OF THE SAID NORTHEAST QUARTER, DATED OCTOBER 6, 1961, AND RECORDED OCTOBER 9, 1961, IN PLAT BOOK Y AT PAGE 113, A DISTANCE OF 144.99 FEET; THENCE NORTH 34°-00'-27" WEST 60.46 FEET; THENCE NORTH 56°-24'-49" EAST 108.44 FEET; THENCE NORTH 40°-17'-20" EAST 53.06 FEET; THENCE NORTH 40°-31'-41" WEST 127.24 FEET; THENCE NORTH 32°-18'-42" EAST 103.72 FEET; THENCE NORTH 13°-16'-32" WEST 124.49 FEET; THENCE NORTH 0°-00'-00" WEST 120.16 FEET; THENCE NORTH 11°-57'-18" EAST 85.57 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT CONTAINS 1.505 ACRES, MORE OR LESS.

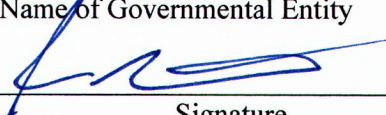
EXHIBIT A -- Plat

P.I.N.: **14-08-201-012**

1. Grantee herein agrees that in constructing, reconstructing or repairing said sanitary sewer system and any lateral sewers, it will cause the excavation by it made to be filled so as to restore the surface of the land to a condition as near as practicable to its state prior to the commencement of the work. The Grantor understands that the Grantee will restore the surface of disturbed, landscaped areas using seed rather than sod.
2. All materials, plant or equipment used by the grantee or its agents in the construction, reconstruction or repair of said sanitary sewer or any lateral sewers connected or to be connected therewith may be transported to the site of the work on and across the real estate hereinbefore described.
3. While the property of the grantor hereinbefore described, or any part thereof, is vacant the grantee herein shall have the right to place surplus or excavated material, debris or waste or equipment and materials needed for the purpose of construction, reconstruction or repair, upon such vacant lands of the grantor, with the provision, however, that all surplus material, equipment and debris so placed during the construction, reconstruction or repair of said sanitary sewer or lateral sewers to be connected therewith shall, within thirty days after the expiration of the time when any such work has been completed, be removed by the grantee at its own expense.
4. The grantee in the construction, reconstruction or repair of sewers hereinbefore described shall be liable for any harm or damage done to any of the improvements which may be situated on said premises and shall restore the same to the condition in which they were prior to the commencement of any such work, as near as practicable, at its own proper cost and expense.

5. The Greater Peoria Sanitary and Sewage Disposal District, aforesaid, will indemnify, save and keep harmless the grantor from any loss, damage or expense constituting a legal liability which it may suffer, incur or sustain or for which it may become liable growing out of any injury to persons or to real or personal property caused by any of the work performed under this grant and easement.
6. Grantors herein waive and release all rights under and by virtue of the Homestead Exemption Laws of this State for the duration of this easement.
7. This Indenture granting an easement together with all the covenants herein contained, shall run with the land and shall be binding upon the successors, grantees, and assigns of the respective parties hereto.
8. This easement shall terminate at the earlier of (a) thirty (30) days after said construction, reconstruction or repair is completed, or (b) five (5) years after the date hereof.

IN WITNESS WHEREOF, the said City of Peoria has caused this instrument to be executed by its Public Works Director under its corporate seal this 10th day of October A.D. 20 18.

City of Peoria
Name of Governmental Entity
By: X 
Signature
Scott Reese, Public Works Director
Print Name and Title

State of Illinois)
County of Peoria) ss
)

This instrument was acknowledged before me on October 10, 2018, by Scott Reese, as Public Works Director of City of Peoria, a governmental entity organized and existing under the laws of Illinois.

(SEAL)

Stephanie Stapleton
Notary Public

My Commission Expires: December 19, 2020



K:\1510165A\CAD\SURVEY\SHEET\MISC_4051-CITY-TE9_20180810.DWG

CITY OF PEORIA

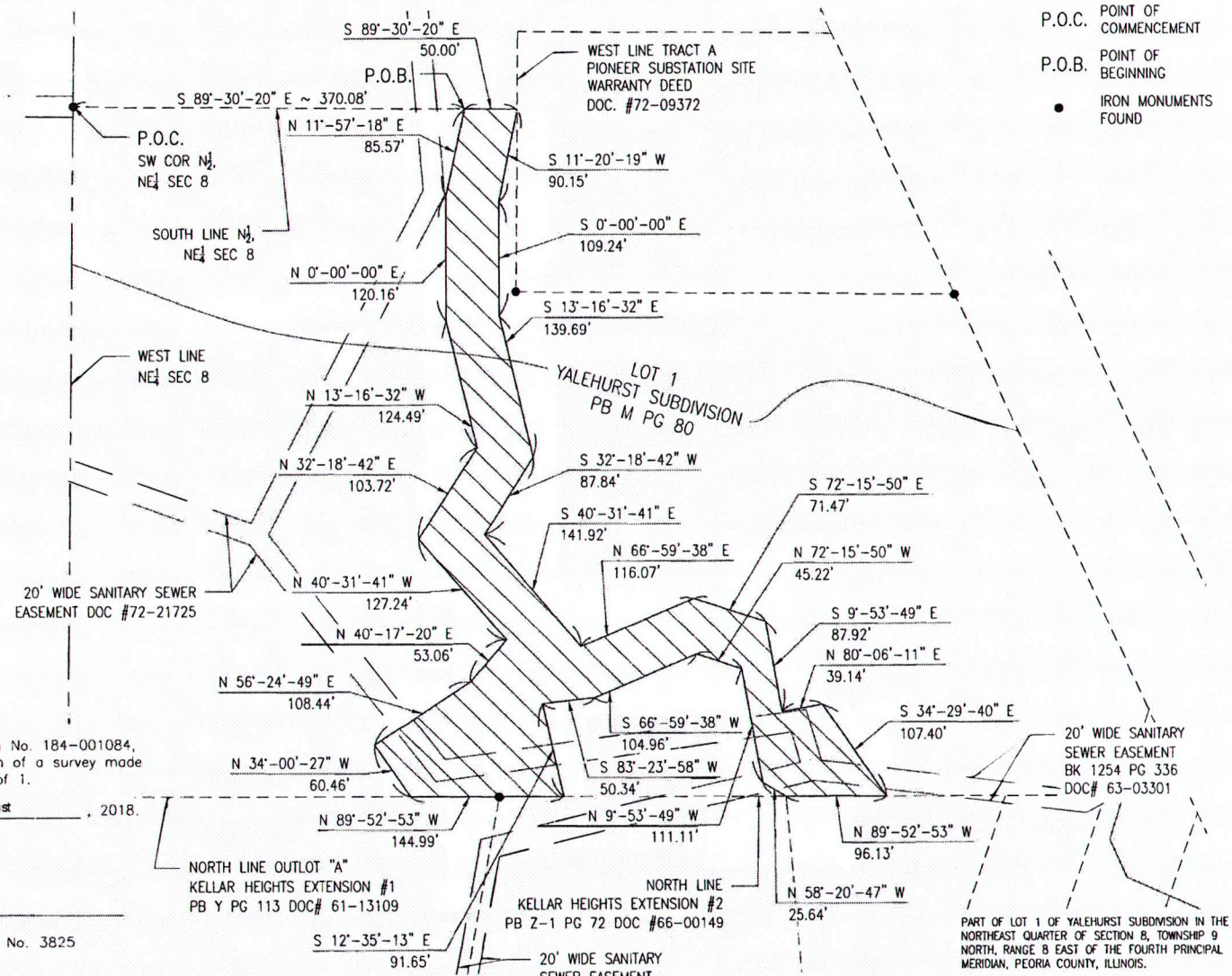
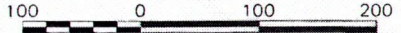
P.I.N. 14-08-201-012
PARCEL TE 9
AREA = 65,548 S.F.±; 1.505 AC±

"EXHIBIT A"

CITY OF PEORIA

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- IRON MONUMENTS FOUND



State of Illinois)
County of Peoria) SS

We, Hanson Professional Services Inc., Professional Design Firm No. 184-001084, do hereby certify that this is a true and correct representation of a survey made for the Greater Peoria Sanitary District as shown on sheet 1 of 1.

Dated at Peoria, Illinois, this 17th day of August, 2018.



By: *Richard P. McPhail*
 Richard P. McPhail
 Illinois Professional Land Surveyor No. 3825
 License Expires 11-30-2018

	FILE	1510165A	TE 9
	DATE	8/16/2018	

TEMPORARY EASEMENT