

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:

EASEMENT DESCRIPTION PARCEL 1 (P.I.N. 14-29-302-002)

A PART OF LOT 6 IN LANDMARK PARK, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT B IN P.J. HOERR SUBDIVISION OF LOTS 13, 14, 15 IN JOHNSON AND WEAD'S SUBDIVISION OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 89 DEGREES 33 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, 906.41 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 33 MINUTES 08 SECONDS EAST, 14.50 FEET; THENCE SOUTH 22 DEGREES 47 MINUTES 10 SECONDS WEST, 5.51 FEET; THENCE NORTH 67 DEGREES 12 MINUTES 50 SECONDS WEST, 13.41 FEET TO THE POINT OF BEGINNING. CONTAINING 0.001 ACRES, MORE OR LESS.

EASEMENT DESCRIPTION PARCEL 2 (P.I.N. 14-29-302-002)

A PART OF LOT 6 IN LANDMARK PARK, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT B IN P.J. HOERR SUBDIVISION OF LOTS 13, 14, 15 IN JOHNSON AND WEAD'S SUBDIVISION OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 89 DEGREES 33 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, 885.01 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 52 SECONDS WEST, 5.92 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, THENCE SOUTH 67 DEGREES 12 MINUTES 50 SECONDS EAST, 35.77 FEET; THENCE SOUTH 22 DEGREES 47 MINUTES 10 SECONDS WEST, 14.00 FEET; THENCE NORTH 67 DEGREES 12 MINUTES 50 SECONDS WEST, 36.13 FEET; THENCE NORTH 24 DEGREES 15 MINUTES 25 SECONDS EAST, 14.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.012 ACRES, MORE OR LESS.

EASEMENT DESCRIPTION PARCEL 3 (P.I.N. 14-29-302-002)

A PART OF LOT 6 IN LANDMARK PARK, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT B IN P.J. HOERR SUBDIVISION OF LOTS 13, 14, 15 IN JOHNSON AND WEAD'S SUBDIVISION OF THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH 89 DEGREES 33 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, 874.30 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 52 SECONDS WEST, 37.73 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, THENCE SOUTH 75 DEGREES 37 MINUTES 34 SECONDS EAST, 38.00 FEET; THENCE SOUTH 14 DEGREES 22 MINUTES 26 SECONDS EAST, 14.00 FEET; THENCE NORTH 75 DEGREES 37 MINUTES 34 SECONDS WEST, 38.00 FEET; THENCE NORTH 14 DEGREES 22 MINUTES 26 SECONDS WEST, 14.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.012 ACRES, MORE OR LESS EXHIBIT A – SEE ATTACHED PLAT

EXHIBIT A - SEE ATTACHED PLAT

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 _____ day of _____ A.D. 20_____.

City of Peoria
Name of Governmental Entity

By: _____
Signature

Jim Ardis, Mayor
Print Name and Title

Attest:

By: _____
Signature

Beth A. Ball, City Clerk
Print Name and Title

State of Illinois)
County of Peoria) ss
)

This instrument was acknowledged before me on _____, 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)

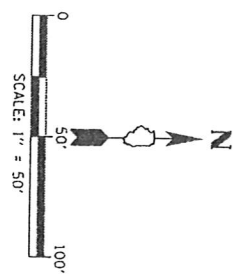
Notary Public

My Commission Expires: _____

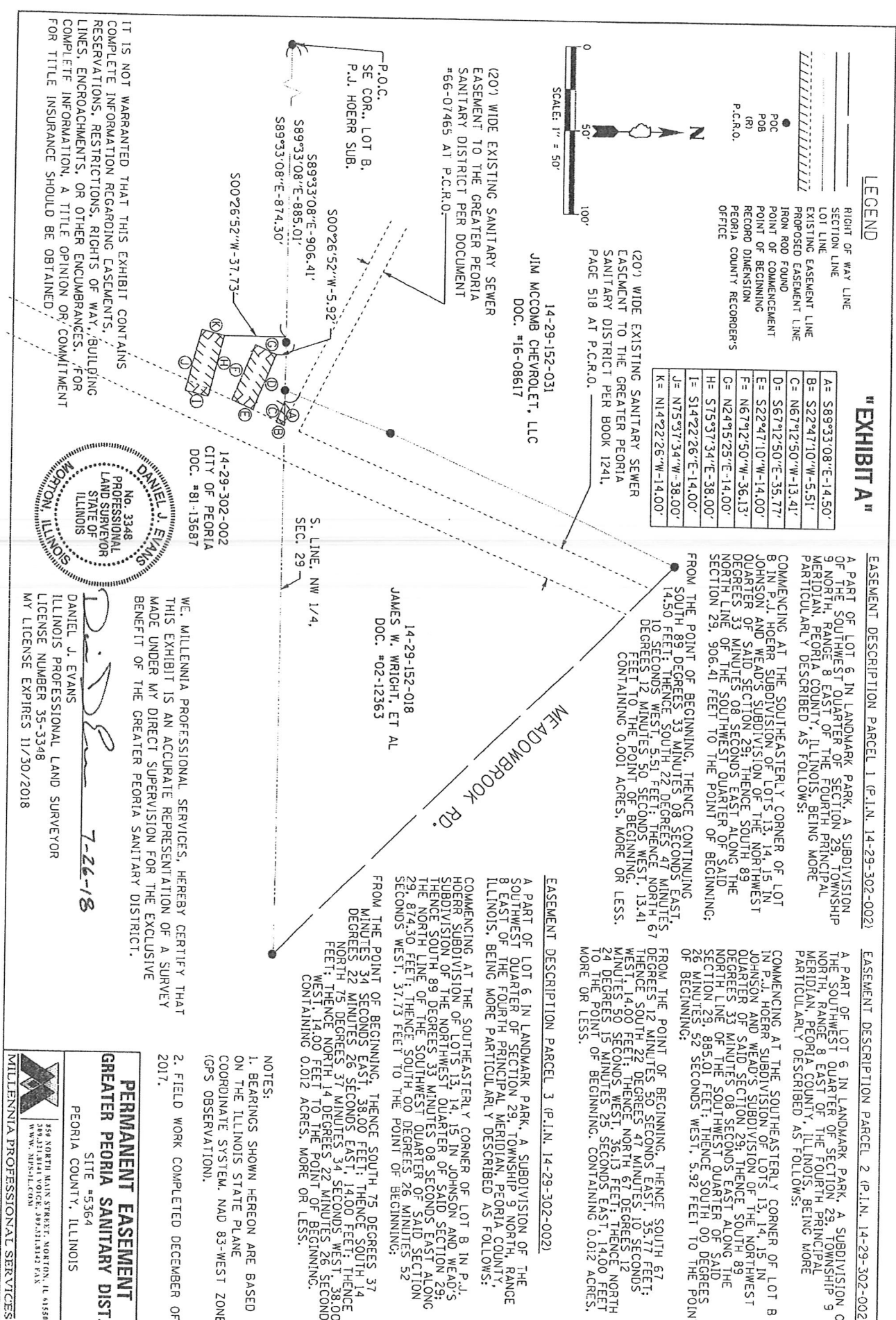
LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- LOT LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- IRON ROD FOUND
- POINT OF COMMENCEMENT
- RECORD DIMENSION
- PEORIA COUNTY RECORDER'S OFFICE

A	S89°33'08"E-14.50'
B	S22°47'10"W-5.51'
C	N67°42'50"W-13.41'
D	S67°42'50"E-35.77'
E	S22°47'10"W-14.00'
F	N67°42'50"W-36.13'
G	N24°51'25"E-14.00'
H	S75°37'34"E-38.00'
I	S14°22'26"E-14.00'
J	N75°37'34"W-38.00'
K	N14°22'26"W-14.00'



IT IS NOT WARRANTED THAT THIS EXHIBIT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.



EASEMENT DESCRIPTION PARCEL 1 (P.I.N. 14-29-302-002)

A PART OF LOT 6 IN LANDMARK PARK, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT B IN P.J. HOERR SUBDIVISION OF LOTS 13, 14, 15 IN JOHNSON AND WEAD'S SUBDIVISION OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 89 DEGREES 33 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, 906.41 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 33 MINUTES 08 SECONDS EAST, 14.50 FEET; THENCE SOUTH 22 DEGREES 47 MINUTES 10 SECONDS WEST 5.51 FEET; THENCE NORTH 67 DEGREES 12 MINUTES 50 SECONDS WEST 13.41 FEET TO THE POINT OF BEGINNING, CONTAINING 0.001 ACRES, MORE OR LESS.

14-29-152-031
JIM MCCOMB CHEVROLET, LLC
DOC. #16-08617

14-29-152-018
JAMES W. WRIGHT, ET AL
DOC. #02-12363

14-29-302-002
CITY OF PEORIA
DOC. #81-13687



WE, MILLENNIA PROFESSIONAL SERVICES, HEREBY CERTIFY THAT THIS EXHIBIT IS AN ACCURATE REPRESENTATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION FOR THE EXCLUSIVE BENEFIT OF THE GREATER PEORIA SANITARY DISTRICT.

DANIEL J. EVANS
ILLINOIS PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 35-3348
MY LICENSE EXPIRES 11/30/2018

7-26-18

EASEMENT DESCRIPTION PARCEL 2 (P.I.N. 14-29-302-002)

A PART OF LOT 6 IN LANDMARK PARK, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT B IN P.J. HOERR SUBDIVISION OF LOTS 13, 14, 15 IN JOHNSON AND WEAD'S SUBDIVISION OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 89 DEGREES 33 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, 885.01 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 52 SECONDS WEST, 5.92 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, THENCE SOUTH 67 DEGREES 12 MINUTES 50 SECONDS EAST, 35.77 FEET; THENCE SOUTH 22 DEGREES 47 MINUTES 10 SECONDS WEST, 14.00 FEET; THENCE NORTH 67 DEGREES 12 MINUTES 50 SECONDS WEST, 36.13 FEET; THENCE NORTH 24 DEGREES 15 MINUTES 25 SECONDS EAST, 14.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.012 ACRES, MORE OR LESS.

EASEMENT DESCRIPTION PARCEL 3 (P.I.N. 14-29-302-002)

A PART OF LOT 6 IN LANDMARK PARK, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT B IN P.J. HOERR SUBDIVISION OF LOTS 13, 14, 15 IN JOHNSON AND WEAD'S SUBDIVISION OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 89 DEGREES 33 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, 874.30 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 32 SECONDS WEST, 37.75 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, THENCE SOUTH 75 DEGREES 37 MINUTES 31 SECONDS EAST, 38.00 FEET; THENCE SOUTH 14 DEGREES 22 MINUTES 26 SECONDS EAST, 14.00 FEET; THENCE NORTH 15 DEGREES 37 MINUTES 34 SECONDS WEST, 38.00 FEET; THENCE NORTH 14 DEGREES 22 MINUTES 26 SECONDS WEST, 14.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.012 ACRES, MORE OR LESS.

- NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83-WEST ZONE (GPS OBSERVATION).
 2. FIELD WORK COMPLETED DECEMBER OF 2017.

PERMANENT EASEMENT
GREATER PEORIA SANITARY DIST.

PEORIA COUNTY, ILLINOIS
SITE #5364

MILLENNIA PROFESSIONAL SERVICES
250 NORTH MAIN STREET, NORTH, IL 61550
309.211.1414 VOIC, 309.211.1412 FAX
WWW.MSPS-ILL.COM