

Prepared by and  
After Recording Return To:

Hinshaw & Culbertson LLP  
Attn: Carol A. Lockwood  
100 Park Avenue  
Rockford, IL 61101

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EASEMENT

THIS INDENTURE WITNESSETH that the Grantor herein **OSF HEALTHCARE SYSTEM, an Illinois not-for-profit 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 sanitary sewer along or in the route or line hereinafter described in Exhibit A (and shown on Exhibit B), which benefits are hereby acknowledged and recognized, does hereby give, grant and convey to **The City of Peoria, 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 combined 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 ("Premises"), situated in the County of Peoria and State of Illinois, to wit:

Exhibit A – Legal Description

Exhibit B – Plat

P.I.N.: 18-04-260-023

1. Grantee herein agrees that in constructing, reconstructing, repairing, maintaining and/or operating said combined 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. Grantor and its assigns shall have the right to make connection with the combined sewer for the discharge of storm water and 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 City of Peoria and/or the Board of Trustees of said The Greater Peoria Sanitary and Sewage Disposal District, as may be applicable.
3. Grantor herein and any persons or property owners in the future making connections with said combined 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 City of Peoria or The Greater Peoria Sanitary and Sewage Disposal District aforesaid, and under its supervision.

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 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, to the extent that may be reasonably necessary.
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 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. 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 sewer.
7. 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. Grantee has heretofore allowed Grantor narrower easement widths than would otherwise be required. Therefore, notwithstanding anything to the contrary herein, in the event that Grantee, or Grantee's employees, contractors, subcontractors, or other agents, incur costs or expenses to service, replace, maintain, improve, or repair the combined sewer or infrastructure related thereto, Grantor shall reimburse Grantee for said costs and expenses that are the result of or related to:
  - a. Reinforcement or other protective measures, as deemed reasonably necessary or appropriate by Grantee, of the following features generally shown on Exhibit B and more particularly located as indicated: (i) retaining wall footing and mat slab elevation of the cyclotron proton beam vault located where shown on Exhibit C, (ii) footings of the parking garage adjacent to the Premises located where shown on Exhibit C, (iii) portion of the pedestrian tunnel located where shown on Exhibit C, and (iv) storm water vault number 2 located where shown on Exhibit C (collectively, the "Protected Elements") to prevent damage or structural harm to the Protected Elements within the Premises; and
  - b. Replacement, repair, or reconstruction to the infrastructure, buildings, property, stormwater detention systems, and pedestrian tunnels in and around the Premises as described above in the event that reinforcement or other protective measures are impractical or ineffective, as reasonably determined by Grantee.

9. Grantee 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.
10. Grantor represents and warrants that the property is non-homestead property.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. All obligations detailed herein shall be joint and severable and may be enforced in their entirety against any signatory to this easement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_.

(Signature pages follow.)

**OSF HEALTHCARE SYSTEM, an Illinois not-for-profit corporation**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Attest:

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

STATE OF ILLINOIS            )

)SS

COUNTY OF PEORIA            )

I, \_\_\_\_\_, Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_, respectively of OSF HEALTHCARE SYSTEM, an Illinois not-for-profit corporation, and personally known to me to be the same persons whose names subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such \_\_\_\_\_ and \_\_\_\_\_ respectively and as their free and voluntary act of said corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument, and that the seal affixed thereto is the seal of said corporation.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CITY OF PEORIA, an Illinois municipal corporation**

\_\_\_\_\_

**Patrick Ulrich, Peoria City Manager**

Attest:

\_\_\_\_\_

**Stefanie Tarr, Peoria City Clerk**

STATE OF ILLINOIS            )

)SS

COUNTY OF PEORIA         )

I, \_\_\_\_\_, Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_, respectively of the City of Peoria, an Illinois municipal corporation, and personally known to me to be the same persons whose names subscribed to the foregoing instrument as such \_\_\_\_\_ and

\_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such

\_\_\_\_\_ and \_\_\_\_\_ respectively and as their free and voluntary act of said corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument, and that the seal affixed thereto is the seal of said corporation.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public

## EXHIBIT A – LEGAL DESCRIPTION

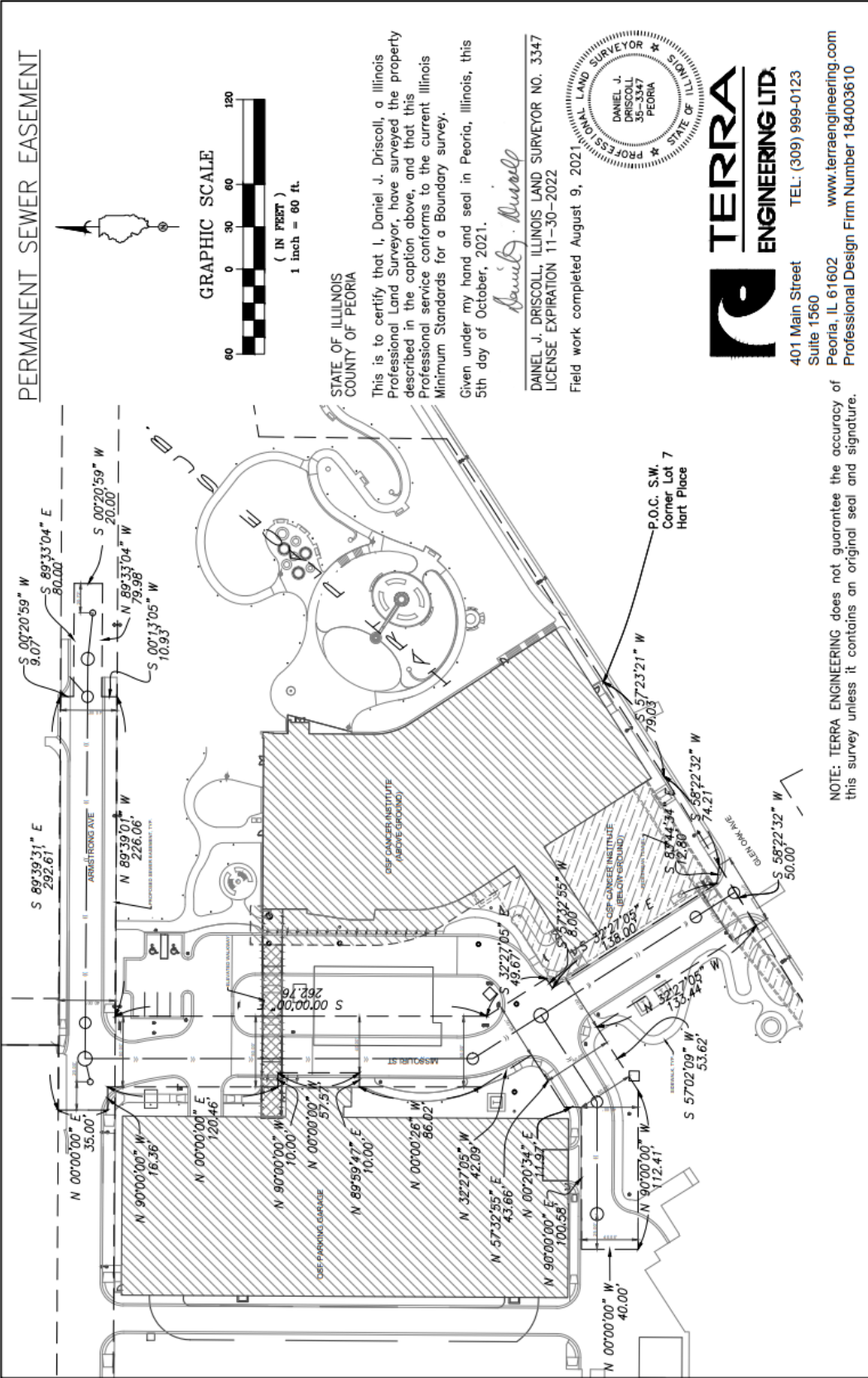
A part of Underhill and Greenleaf's Addition to the City of Peoria, and a part of Vacated Streets and Alleys in said Subdivision, also a part of Hart Place Subdivision, all in the Northeast and Southeast Quarters of Section 4, Township 8 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois, more particularly described as follows:

Commencing at the Southwest Corner of Lot 7 in Hart Place, per Tract Survey Book 48, page 77 at the Peoria County Recorder's Office; thence along the Northwesterly Right-of-Way Line of N.E. Glen Oak Avenue bearing South 57°23'21" West, a distance of 79.03 feet; thence bearing South 58°22'32" West, a distance of 74.21 feet to the Point of Beginning of the **PERMANENT SEWER EASEMENT** to be described:

From said Point of Beginning; thence continuing along said Northwesterly Right-of-Way Line bearing South 58°22'32" West, a distance of 50.00 feet; thence leaving said Northwesterly Right-of-Way Line bearing North 32°27'05" West, a distance of 133.44 feet; thence bearing South 57°02'09" West, a distance of 53.62 feet; thence bearing North 90°00'00" West, a distance of 112.41 feet; thence bearing North 00°00'00" West, a distance of 40.00 feet; thence bearing North 90°00'00" East, a distance of 100.58 feet; thence bearing North 00°20'34" East, a distance of 11.97 feet; thence bearing North 57°32'55" East, a distance of 43.66 feet; thence bearing North 32°27'05" West, a distance of 42.09 feet; thence bearing North 00°00'26" West, a distance of 86.02 feet; thence bearing South 89°59'47" East, a distance of 10.00 feet; thence bearing North 00°00'00" West, a distance of 57.57 feet; thence bearing North 90°00'00" West, a distance of 10.00 feet; thence bearing North 00°00'00" East, a distance of 120.46 feet; thence bearing North 90°00'00" West, a distance of 16.36 feet; thence bearing North 00°00'00" East, a distance of 35.00 feet; thence bearing South 89°39'31" East, a distance of 292.61 feet; thence bearing South 00°20'59" West, a distance of 9.07 feet; thence bearing South 89°33'04" East, a distance of 80.00 feet; thence bearing South 00°20'59" West, a distance of 20.00 feet; thence bearing North 89°33'04" West, a distance of 79.98 feet; thence bearing South 00°13'05" West, a distance of 10.93 feet; thence bearing North 89°39'01" West, a distance of 226.06 feet; thence bearing South 00°00'00" East, a distance of 262.76 feet; thence bearing South 32°27'05" East, a distance of 49.67 feet; thence bearing South 57°32'55" West, a distance of 8.00 feet; thence bearing South 32°27'05" East, a distance of 138.00 feet; thence bearing South 83°44'34" East, a distance of 12.80 feet to said Point of Beginning, consisting of 40,990.7006 Square Feet, or 0.941 Acres, more or less, and subject to any Rights-of-Way or Easements or Record.

EXHIBIT B - PLAT

PERMANENT SEWER EASEMENT



STATE OF ILLINOIS  
COUNTY OF PEORIA

This is to certify that I, Daniel J. Driscoll, a Illinois Professional Land Surveyor, have surveyed the property described in the caption above, and that this Professional service conforms to the current Illinois Minimum Standards for a Boundary survey.

Given under my hand and seal in Peoria, Illinois, this 5th day of October, 2021.

*Daniel J. Driscoll*

DAINEL J. DRISCOLL, ILLINOIS LAND SURVEYOR NO. 3347  
LICENSE EXPIRATION 11-30-2022  
Field work completed August 9, 2021.



**TERRA**  
**ENGINEERING LTD.**  
401 Main Street  
Suite 1560  
Peoria, IL 61602  
TEL: (309) 999-0123  
www.terraengineering.com  
Professional Design Firm Number 1840003610

NOTE: TERRA ENGINEERING does not guarantee the accuracy of this survey unless it contains an original seal and signature.

# EXHIBIT C: LOCATION OF PROTECTED ELEMENTS

