

SANITARY SEWER EASEMENT AGREEMENT

(Emerson School)

Grantor: Community Unit School District 200, DuPage County, Illinois
Grantee: Wheaton Sanitary District
Subject: Permanent Easement and Temporary Easements at Emerson School, 119 S. Woodlawn Street, Wheaton, Illinois, 60187

P.I.N.: 05-17-312-004

RECITALS

- A. This Sanitary Sewer Easement Agreement (the Agreement) is between the Wheaton Sanitary District (WSD) and Community Unit School District 200, DuPage County (District 200).
- B. This Agreement is an example of effective and meaningful intergovernmental cooperation.
- C. WSD is installing a new sanitary interceptor sewer known as the Northside Interceptor (NSI).
- D. On the terms and conditions described in this Agreement, WSD and District 200 agree that:
 - 1. District 200 grants to WSD a permanent easement on a portion of District 200's property.
 - 2. District 200 grants to WSD temporary construction easements on a portion of District 200's property.
- E. The easements granted are described and depicted on the attached Exhibit 1.
- F. The legal descriptions of the easements granted are provided on the attached Exhibit 1.
- G. Construction and restoration activities will commence after the school year ends in the spring – scheduled June 3, 2022, and will conclude before school resumes in the fall – scheduled August 15, 2022.

A. PERMANENT EASEMENT

- 1. The above recitals are incorporated into this paragraph 1 as though fully set forth.
- 2. District 200 conveys and grants to WSD a permanent sanitary sewer easement (the Permanent Easement).
- 3. A graphical depiction of the Permanent Easement is attached as Exhibit 1.

4. The Permanent Easement is legally described on the attached Exhibit 1.
5. The Permanent Easement is granted contemporaneously with temporary easements which affects adjacent property (see Exhibit 1).
6. The Permanent Easement is over, under, and upon the Permanent Easement area for purposes of construction, reconstruction, removal, repair, replacement, installation, inspection and maintenance of underground sanitary sewer improvements and appurtenances deemed necessary by WSD to provide sanitary sewer service together with the right of access for personnel and equipment deemed necessary by WSD to accomplish such purposes in compliance with all necessary laws, ordinances or regulations.
7. Subject to its obligation to restore as described below, WSD may enter upon the Permanent Easement area to cut, trim or remove any trees, shrubs or other plants within the Permanent Easement area which, in the judgment of WSD, interferes with the purposes of the Permanent Easement. Before entering Permanent Easement WSD will notify District 200 unless an emergency condition exists and advance notification is not practical.
8. WSD will promptly restore the Permanent Easement area as nearly as is reasonably possible to the condition existing prior to entry by WSD onto the Permanent Easement area. One tree in the northeast corner of the Permanent Easement area that will be removed by WSD to install the NSI cannot be replaced to the condition prior to entry by WSD. WSD will replant two trees (variety TBD) at location directed by District 200. WSD will remove the entire fence on the east and south sides of the District 200 property and following construction replace with new fence of the same type, size, and style as currently in place. Playground equipment that needs to be removed to facilitate installation of the NSI pipe will either be reinstalled following construction or replaced if reinstallation is not feasible, except for the swing-set at the northeast corner of the property which will be replaced with a new swing-set. Any paving that is damaged including but not limited to the basketball court area playground paving will be replaced by sawing-cutting the damaged area and repaving with the same pavement type and thickness. WSD will be responsible for rebuilding the baseball field to a condition the same or better than the existing condition. Under the direction of District 200, WSD will work with Wheaton Park District when rebuilding the baseball field. WSD will plant grass seed to reestablish turf areas that are damaged during construction activities.
9. The Permanent Easement area may be used by District 200 for landscaping, playground equipment, baseball fields, open grass play areas, paved playground areas, fencing or other purposes which do not interfere with WSD's use of the Permanent Easement area.
10. No permanent buildings or structures shall be erected over or on the Permanent Easement area. Playground equipment can be erected over or on the Permanent Easement area.
11. WSD shall indemnify, hold harmless and defend District 200 from and against any and all claims, demands, costs, fees (including reasonable attorney fees and court costs) and causes of action for any injury to persons or damage to property or any violation of laws, ordinances or regulations connected with WSD's use of or entry upon the Permanent Easement. WSD will obtain and maintain insurance for the Permanent Easement providing the same level of coverage and terms as exists for property that is owned by WSD in fee simple.

B. TEMPORARY CONSTRUCTION EASEMENTS

1. The above recitals are incorporated into this paragraph 1 as though fully set forth.
2. District 200 conveys and grants to WSD temporary construction easements (Temporary Easements).
3. A graphical depiction of the Temporary Easements is attached as Exhibit 1.
4. The Temporary Easements are legally described on attached Exhibit 1.
5. The Temporary Easements are for purposes of staging vehicles, machinery, personnel, and materials in connection with the construction of improvements and appurtenances in the Permanent Easement, together with the right of ingress and egress for personnel and equipment deemed necessary by WSD in connection with the construction of improvements and appurtenances in the Permanent Easement, in compliance with all necessary laws, ordinances or regulations.
6. The Temporary Easements are granted contemporaneously with a Permanent Easement which affects adjacent property (see Exhibit 1).
7. The Temporary Easements remain in effect until: (a) completion of construction of the work in the Permanent Easement area; and (b) restoration of the Temporary Easements area.
8. WSD will promptly restore the Temporary Easements as nearly as is reasonably possible to the condition existing prior to entry by WSD onto the Temporary Easements. WSD will remove the entire fence on the east and south sides of the District 200 property and following construction replace with new fence of the same type, size, and style as currently in place. Playground equipment that needs to be removed to facilitate installation of the NSI pipe will either be reinstalled following construction or replaced if reinstallation is not feasible, except for the swing-set at the northeast corner of the property which will be replaced with a new swing-set. Any paving that is damaged including but not limited to the basketball court area playground paving will be replaced by sawing-cutting the damaged area and repaving with the same pavement type and thickness. WSD will be responsible for rebuilding the baseball field to a condition the same or better than the existing condition. Under the direction of District 200, WSD will work with Wheaton Park District when rebuilding the baseball field. WSD will plant grass seed to reestablish turf areas that are damaged during construction activities.

9. WSD shall indemnify, hold harmless and defend District 200 from and against any and all claims, demands, costs, fees (including reasonable attorney fees and court costs) and causes of action for any injury or death to persons or damage to property or any violation of laws, ordinances or regulations connected with WSD's use of or entry upon the Temporary Easements. WSD will obtain and maintain insurance for the Temporary Easements providing the same level of coverage and terms as exists for property that is owned by WSD in fee simple.

WHEATON SANITARY DISTRICT

By: _____
Matthew A. Larson
Executive Director

Date Signed: April 13, 2022

DISTRICT 200

By: _____
Jeff Schuler
Superintendent

Dated Signed: April 13, 2022

WHEATON SANITARY DISTRICT'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Matthew A. Larson, personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 13th day of April 2022.

My Commission expires: _____

DISTRICT 200'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Jeff Schuler personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 13th day of April 2022.

My Commission expires: _____

**GRAPHIC DEPICTION OF EASEMENTS AND LEGAL DESCRIPTION - EMERSON SCHOOL
PROPERTY**

**Sanitary Sewer Easement Agreement
Wheaton Sanitary District/District 200
PIN 05-17-312-004**

Exhibit 1 – page 1 of 6

PLAT OF EASEMENT

AREAS

Permanent Easement (PE) = 29,395 Square Feet (0.675 Acres)

Temporary Easement (TE-A) = 21,857 Square Feet (0.502 Acres)

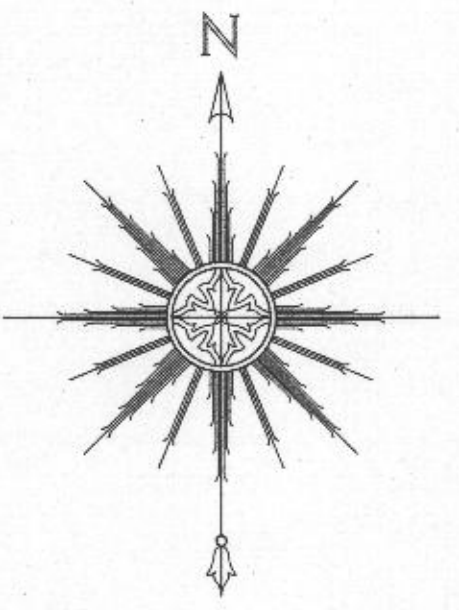
Temporary Easement (TE-B) = 6,355 Square Feet (0.146 Acres)

Temporary Easement (TE-C) = 1,099 Square Feet (0.025 Acres)

Total Temporary Easement = 29,311 Square Feet (0.673 Acres)

Scale 1" = 30'

Scale 1" = 30'



LIBERTY DRIVE

Dorchester Terrace
(Recorded June 19, 1931 as Document R1931-313891)

WOODLAWN STREET

KNOLLWOOD DRIVE

Heretofore Vacated as per Document R1931-313891

PERMANENT EASEMENT (PE)

TEMPORARY EASEMENT (TE-C)

PERMANENT EASEMENT (PE)

TEMPORARY EASEMENT (TE-A)

TEMPORARY EASEMENT (TE-B)

TEMPORARY EASEMENT (TE-A)

LEGAL DESCRIPTION - PERMANENT EASEMENT (PE)

THAT PART OF BLOCK 6, LOT A AND ALSO VACATED KNOLLWOOD DRIVE IN DORCHESTER TERRACE, BEING A SUBDIVISION OF THE WEST HALF OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1931 AS DOCUMENT R1931-313891, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 6 IN DORCHESTER TERRACE; THENCE NORTH 88 DEGREES 34 MINUTES 56 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 6, 24.10 FEET; THENCE NORTH 34 DEGREES 38 MINUTES 08 SECONDS EAST, 540.89 FEET TO A POINT ON THE WESTERLY LINE OF 30' WHEATON SANITARY DISTRICT EASEMENT (DOC. R1963-039965); THENCE NORTH 06 DEGREES 48 MINUTES 10 SECONDS EAST ALONG THE WESTERLY LINE OF SAID EASEMENT, 388.52 FEET TO THE INTERSECTION WITH THE NORTH LINE OF LOT A IN DORCHESTER TERRACE; THENCE SOUTH 88 DEGREES 34 MINUTES 56 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT A AND ALSO THE NORTH LINE OF VACATED KNOLLWOOD DRIVE, 52.11 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 40 SECONDS WEST, 140.58 FEET; THENCE SOUTH 05 DEGREES 08 MINUTES 51 SECONDS WEST, 75.03 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 59 SECONDS WEST, 136.85 FEET; THENCE SOUTH 34 DEGREES 38 MINUTES 08 SECONDS WEST, 558.70 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 6; THENCE SOUTH 00 DEGREES 29 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 6, 18.28 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION - TEMPORARY EASEMENT (TE-A)

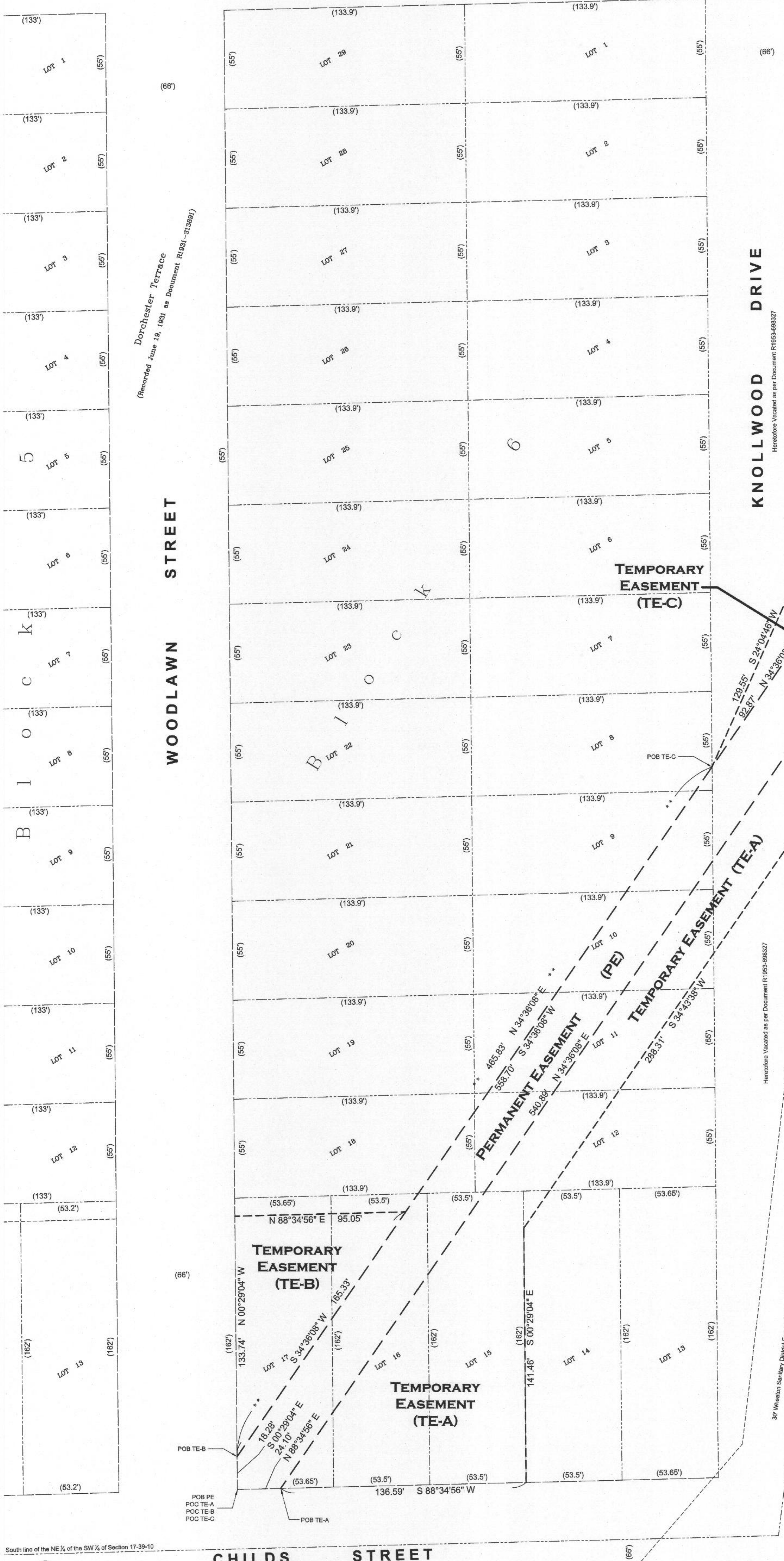
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LEGAL DESCRIPTION - TEMPORARY EASEMENT (TE-B)

THAT PART OF BLOCK 6, LOT A AND ALSO VACATED KNOLLWOOD DRIVE IN DORCHESTER TERRACE, BEING A SUBDIVISION OF THE WEST HALF OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1931 AS DOCUMENT R1931-313891, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 6 IN DORCHESTER TERRACE; THENCE NORTH 00 DEGREES 29 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 6, 18.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 29 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 6, 133.74 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 56 SECONDS EAST, 95.05 FEET; THENCE SOUTH 34 DEGREES 38 MINUTES 08 SECONDS WEST, 165.33 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION - TEMPORARY EASEMENT (TE-C)

THAT PART OF BLOCK 6, LOT A AND ALSO VACATED KNOLLWOOD DRIVE IN DORCHESTER TERRACE, BEING A SUBDIVISION OF THE WEST HALF OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1931 AS DOCUMENT R1931-313891, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 6 IN DORCHESTER TERRACE; THENCE NORTH 00 DEGREES 29 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 6, 18.28 FEET; THENCE NORTH 34 DEGREES 38 MINUTES 08 SECONDS EAST, 465.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 34 DEGREES 38 MINUTES 08 SECONDS EAST, 92.87 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 59 SECONDS EAST, 41.84 FEET; THENCE SOUTH 24 DEGREES 04 MINUTES 46 SECONDS WEST, 129.55 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



STATE OF ILLINOIS)
COUNTY OF MCHENRY)

I HEREBY CERTIFY THAT WE HAVE PREPARED THE FORGOING PLAT OF EASEMENT FOR THE PURPOSES OF GRANTING AN EASEMENT TO THE WHEATON SANITARY DISTRICT.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS

DATE: April 5, 2022 BY: *Anthony Bianchin*

ANTHONY BIANCHIN, P.L.S., P.E.
PROFESSIONAL LAND SURVEYOR
ILLINOIS NO. 035-003603

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2022



Exhibit 1 - page 2 of 6

REVISION DATE:	COMMENTS:
03-24-2022	Initial Submittal
04-05-2022	Added Knollwood Drive Vacation

PLAT OF EASEMENT

BAXTER & WOODMAN
Consulting Engineers

8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012
PHONE: 815-459-1260 • FAX: 815-455-9450

DRAWN BY: AEB	
CHECKED BY: MAC	
S-T-R : 17-39-10	SCALE: 1" = 30'
CLIENT: Wheaton Sanitary District	JOB NO: 081419.41

I:\CRYSTAL LAKE\HSD\140197-NSI_FINAL DESIGN\CADD\98 PLATS\140197 - PLATS (CURRENT)\DWG Plot of Easement (Emerson Elem. School).
 Plotted: 4/5/2022 2:27 PM By: ANTHONY BIANCHIN
 State of Illinois - Professional Design Firm
 License No. - 184-001121 - Expires 4-30-23

PERMANENT EASEMENT (PE)

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THENCE NORTH 34 DEGREES 36 MINUTES 08 SECONDS EAST, 540.89 FEET TO A POINT ON THE WESTERLY LINE OF 30' WHEATON SANITARY DISTRICT EASEMENT (DOC. R1963-039965);

THENCE NORTH 06 DEGREES 48 MINUTES 10 SECONDS EAST ALONG THE WESTERLY LINE OF SAID EASEMENT, 388.52 FEET TO THE INTERSECTION WITH THE NORTH LINE OF LOT A IN DORCHESTER TERRACE;

THENCE SOUTH 88 DEGREES 34 MINUTES 56 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT A AND ALSO THE NORTH LINE OF VACATED KNOLLWOOD DRIVE, 52.11 FEET;

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THENCE SOUTH 00 DEGREES 09 MINUTES 59 SECONDS WEST, 136.85 FEET;

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TEMPORARY EASEMENT (TE-A)

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TEMPORARY EASEMENT (TE-B)

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Exhibit 1 – page 5 of 6

TEMPORARY EASEMENT (TE-C)

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Exhibit 1 – page 6 of 6