

PIN: Part of 14-08-426-024

**WATER
ACCESS EASEMENT
&
SANITARY SEWER
ACCESS EASEMENT**

THIS INDENTURE WITNESSETH, that:

WHEREAS, the **VILLAGE OF WINNEGAGO, an Illinois Municipal Corporation (Village)**, located in the County of Winnebago and State of Illinois, is the owner of real estate located at 309 W. Main Street, Winnebago, IL, 61088, bearing P.I.N. 14-08-426-024, which is the site of its wellhouse #4, and also is the owner of vacant land real estate immediately to the east of 309 W. Main Street, Winnebago, IL, bearing an address of "Main Street", Winnebago, IL, bearing P.I.N. 14-08-426-027; and

WHEREAS, Gerald J. Smith and Gerard J. Smith were initially listed as the fee simple title holders as tenants in common to the parcel of land located at XXXX N. Pecatonica Road, Winnebago, IL 61088, via a Trustee's Deed dated October 30, 2014, and recorded on November 3, 2014, bearing P.I.N. 14-08-426-028, which is a totally landlocked property containing buildings thereon currently used for cold storage; and

WHEREAS, Gerard J. Smith passed away on November 24, 2020, in Winnebago County, IL, intestate, and his decedent's estate was administered in Winnebago County Probate Court Case No. 2021-P-185; and

WHEREAS, an Order Declaring Heirship was entered in 2021-P-185 on April 16, 2021, listing Lisa M. Smith, as the surviving spouse of Gerard J. Smith, and Jason J. Smith, the son of Gerard J. Smith as his heirs at law; and

WHEREAS, a search of the land records by the Village Attorney does not show that there has been any transfer of title since the aforesaid November 3, 2014 deed; and

WHEREAS, upon information and belief, upon the death of Gerard J. Smith and the resultant Order Declaring Heirship entered as referenced above, the current fee simple title holders to the subject property are Gerald J. Smith as to a 50% interest, Lisa M. Smith as to a 25% interest, and Jason J. Smith as to a 25% interest, as tenants in common (**OWNERS**); and

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WHEREAS, the XXXX N. Pecatonica Road property is not currently served by water or sewer services, and the Owners desire such services in order to be able to utilize one or more of the buildings contained thereon for office space for the construction business one or more of the Owners currently operates known as G& G Construction; and

WHEREAS, water service is available in the area from the Village of Winnebago, as well as sewer service from the Rock River Water Reclamation District, but in order for owners to connect to such water and sewer, it would be necessary for said Owners to obtain a perpetual easement, privilege, right, and authority to facilitate the necessary construction in order to connect to Village's water system which is also already available in the area and the sewer service already available in the area through Four Rivers Sanitation Authority (FRSA), upon, under, and through the premises hereinafter described, as shown upon the Sanitary Sewer Easement plat marked Exhibit "A" hereto attached, which applies to the access needed for the connection to the sanitary sewer, but also applies to the access area necessary for the water connection; and

WHEREAS, the Grantor is the owner in fee simple of the premises through which said water access and sanitary sewer access are to be constructed, and is willing to grant a perpetual easement upon, under and through said real estate for the purposes herein specified; and

WHEREAS, the easement would be located on the west side of the Village's wellhouse #4, and provision of such easement will avoid interference with potential future expansion of critical Village infrastructure which is anticipated to occur to the east; and

WHEREAS, in granting said easement the Village would gain a water customer through the utilization of its services; and

WHEREAS, connection to sewer by the XXXX N. Pecatonica Street property would be consistent with surrounding properties which are served by the FRSA; and

WHEREAS, FRSA has expressed to Village personnel that FRSA will not allow the sewer connection for the XXXX N. Pecatonica St., property until and unless the Village grants an easement over its property to the owners of the XXXX N. Pecatonica St., property to allow the connection to such sewer to take place.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the mutual covenants, conditions and agreements herein contained, the **GRANTOR, VILLAGE OF WINNEBAGO, an Illinois Municipal Corporation**, does hereby, **GRANT and CONVEY** to Gerald J. Smith, Lisa M. Smith, and Jason J. Smith, the fee simple title owners as tenants in

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common of the property located at XXXX N. Pecatonica Street, Winnebago, IL the perpetual easement, privilege, right, access and authority to such necessary construction upon, under and through the premises owned by the undersigned Grantor, in order to facilitate connection to the water system of the Village of Winnebago, and the sewer system of Four Rivers Sanitation Authority, which easement description is set forth and described in Exhibit "A" and is part of PIN No. 14-08-426-024.

The entire tract owned by Grantor is PIN No. 14-08-426-024, and legally described in Exhibit "B" attached.

In consideration of the grant of the easement herein contained, the Owners hereby agree with the Grantor herein, as follows:

1. For the period when said the construction is occurring to have the XXXX N. Pecatonica Street property access the water system of the Village of Winnebago and the sewer system of Four Rivers Sanitation Authority (FRSA) in order to connect to each of those respective systems, Owners, through their contractors, shall use only so much of the premises owned by said Grantor within the easement area as is reasonably necessary for the purpose of constructing said connections, consistent with sound and economical engineering and construction practices and customs, for the moving, installation and use of machinery and equipment and excavation and laying of any necessary piping and appurtenances, and backfilling and replacing the soil and material necessarily removed from such excavation in order to make such connections; that after the completion of such construction and the restoration of the surface of the ground to its original condition as may be practical, that said Owners through their contractors shall use or allow use of only so much of the Grantor's land as is necessary for the purposes of inspection service, maintenance, repair and replacement, and except as herein expressly granted, the Grantor shall retain all right to the use and occupation of said real estate, and such use and occupation shall not be interfered with unnecessarily by any work performed under this grant.
2. Said water and sanitary sewer connection construction shall be conducted using normal and customary grade and quality of materials used in the industry, as the Village and/or Four Rivers Sanitation Authority, may deem advisable.
3. Before commencement of any work of any kind on the Village's property, Owners shall post a surety bond in an amount as required by the Village's Unified Development Ordinance and any other applicable ordinance for any work to be conducted in the Village right-of-way area and/or area in which the Village is providing an easement to the Owners.

4. Said materials, machinery, and equipment used in the construction of said water and/or sewer connection, shall be transported to the site of the work only along the line where said respective water or sanitary sewer connection is taking place, and only for such distance as may be reasonably necessary for the purposes of such construction, and all other portions of the premises owned by the Grantor shall not be used except by permission of the owner.
5. All surface soil and debris excavated from the real estate, hereinbefore referred to in the construction of said work, may be disposed of by the Owners in the same manner as above specified for the transportation of material to the place of construction. The surface of the ground, all fences and other structures on said premises touched, or in any manner altered, by the construction of said water and/or sewer connection, shall be restored to the same condition as nearly as may be, as the same existed before the commencement of the work.
6. Grantor hereby agrees that for this easement granted to the Owners as to the sewer access easement, the Four Rivers Sanitation Authority (FRSA) as the provider of the sanitary sewer service shall have the right of access across said premises for the purpose of construction, reconstruction, inspection, repairing, maintaining, and operating said sanitary sewer.
7. The Owners shall indemnify and save harmless the Grantor from any injury to persons or loss or damage to personal or real property which said Grantor may suffer, incur, or sustain arising proximately from the actions of Owners, or their agents, during the performance of work under this grant. Such indemnity and hold harmless is intended to apply only to damages or injuries suffered by Grantor from actions by Owners, or their agents, as well as Grantor's liability for actions brought by third parties for damages or injuries arising from actions by District or their agents, and shall not apply to damages or injuries to third parties arising from Grantor's actions or failures to act.

This paragraph shall apply only to actual injuries or damages and not to consequential, remote, speculative, or punitive damages.
8. Said Grantor hereby agrees that all connections with said sewer made at any point in the line hereinabove described shall be made in such manner as may be prescribed by the FRSA and under its supervision, and such connections shall be used for the sole purpose of disposing of sewage by District, and not for the removal of storm, surface, or ground water.
9. Grantor hereby agrees that construction material, fill, ponds, permanent structures, or other encumbrances to construction or maintenance of said sewer shall not be placed on the easement premises or material cut away from the easement premises, either temporarily or permanently, without District permission, which permission shall not be unreasonably withheld.
10. It is agreed that said sewer shall become a part of the sanitary sewer system of the District, and that the District and the corporate authorities of any municipal corporation or authority lying within the District, shall have the right to make connection with said

sanitary sewer system at points which may be provided by the District for the reception of sewage.

11. Owners shall be responsible for hiring a duly qualified contractor to perform the work necessary in order to facilitate the above water and sewer connections.
12. Owners shall be responsible for paying all applicable fees, including, but not limited to, connection fees, and any and all other related fees pertaining to use of the respective water and sewer systems.
13. This indenture shall run with the land, and shall be binding upon the grantees, assigns, heirs, and successors of the parties hereto.

IN WITNESS WHEREOF said Grantor and Grantee have both cause their respective names to be hereto subscribed, and a corporate seal, where applicable, to be hereto affixed by their proper officer thereunto authorized, on the dates stated below.

ATTEST:

Grantor:

Village of Winnebago, an Illinois Municipal Corporation

Clerk

By: _____

Franklin J. Eubank, Jr. Village President

Grantee:

Gerald J. Smith

Lisa M. Smith

Jason J. Smith

This instrument was prepared by:
Attorney Mary J. Gaziano
One Court Place, Suite 200
Rockford, Illinois 61101
(815) 962-6800
Village Attorney

Return To:
Rock River Water
Reclamation District
c/o Mr. Eric Haglund
3501 Kishwaukee Street
Rockford, IL 61109

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY that Franklin J. Eubank, Jr., personally known to me to be the
President of the Village of Winnebago, an Illinois Municipal Corporation, and Sally Jo Huggins,
personally known to me to be the Village Clerk of said Municipal Corporation, whose name are
subscribed to the foregoing instrument, appeared before me this day in person and severally
acknowledged that as such President and Village Clerk, they signed and delivered the said
instrument of writing as President and Village Clerk of said Municipal Corporation, and caused
the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the
Board of Trustees of said Municipal Corporation as their free and voluntary act, and as the free
and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day _____ of, 2025.

Notary Public
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STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY that **GERALD J. SMITH**, personally known to me to be the

person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day _____ of, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that **LISA M. SMITH**, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day _____ of, 2025.

Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that **JASON J. SMITH**, personally known to me to be the

person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day _____ of, 2025.

Notary Public