

# ORDINANCE NO. 13/14-M-13

## ROCK RIVER WATER RECLAMATION DISTRICT ORDINANCE AUTHORIZING CONDEMNATION PROCEEDINGS

**WHEREAS**, the purpose of this ordinance is to authorize condemnation proceedings in order to secure the necessary easements upon, under and through the Subject Properties described herein.

**WHEREAS**, pursuant to the Sanitary District Act, 70 ILCS 2405/15 and the Eminent Domain Act, 735 ILCS 30/1-1-1, *et. seq.*, as may be amended from time to time, the Rock River Water Reclamation District may acquire by condemnation all real property, right of way in privilege, either within or without its corporate limits, (a) which may be required for its corporate purposes; and (b) which will be owned or controlled by it or another government authority.

**WHEREAS**, the Rock River Water Reclamation District intends to construct the Fuller Creek Phase C Capital Improvement Project No. 1153 to provide sanitary sewer to numerous properties including residents of the Town of Winnebago, Illinois. Such properties do not include the Subject Properties described herein.

**WHEREAS**, in order to provide such sanitary sewer to those numerous properties, permanent gravity sanitary sewer easements and construction easements for construction of segments of gravity sanitary sewer (the "Easements") are required upon, under and through properties commonly denoted by PINs 14-11-476-003 and 14-12-300-005 and as described in Exhibits A and B attached hereto (the "Subject Properties").

**WHEREAS**, the owners of record of the Subject Properties are David L. Dimke and Jamie M. Dimke.

**WHEREAS**, negotiations with the owners and/or owners' agents to obtain the Easements have failed to move forward to resolution.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE ROCK RIVER RECLAMATION DISTRICT:**

- (1) The above recitals are incorporated by reference herein and made a part hereof.
- (2) Providing sanitary sewer service to residents of the Town of Winnebago, Illinois and others is necessary and desirable for the Rock River Reclamation District's corporate purpose and requires the District's acquisition of the Easements upon, under and through the Subject Properties.
- (3) The Easements upon, under and through the Subject Properties will be owned or controlled by the Rock River Reclamation District or another government authority.

(4) The Subject Properties are described in the proposed easement agreements attached hereto as Exhibit A and Exhibit B. The legal descriptions of the Subject Properties as well as the portion of the Subject Properties required for the Easements are contained within the easement agreements. Further, a "plat for easement" is attached to the easement agreements for each of the Subject Properties. Exhibits A and B and the attachments thereto are incorporated herein by reference.

(5) The Board of Trustees of the Rock River Reclamation District authorizes condemnation proceedings for the Easements upon, under and through the Subject Properties.

(6) The Board of Trustees of the Rock River Reclamation District directs its attorneys to seek any remedy at law or equity available to obtain the Easements by condemnation.

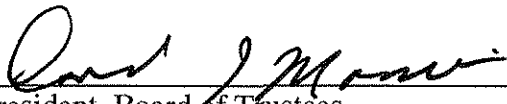
AYES: 5

NAYS: 0

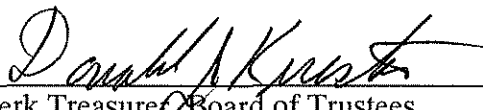
ABSENT: 0

PASSED and APPROVED by the Board of Trustees of the Rock River Water Reclamation, Winnebago County, Illinois on this 28<sup>th</sup> day of May, 2014.

APPROVED:

  
\_\_\_\_\_  
President, Board of Trustees  
Rock River Water Reclamation District

ATTEST:

  
\_\_\_\_\_  
Clerk Treasurer, Board of Trustees  
Rock River Water Reclamation District

Prepared by the Rock River  
Water Reclamation District

PIN 14-11-476-003

**SANITARY  
SEWER  
EASEMENT**

**Ordinance 13/14-M-13  
Exhibit A**

THIS INDENTURE WITNESSETH, That

WHEREAS, the Rock River Water Reclamation District (District) an Illinois unit of local government, located in the County of Winnebago and State of Illinois, is about to cause or authorize the construction of certain sanitary sewers and extensions of existing sewers with fixtures and appurtenances thereto, to be a part of the system of sanitary sewers now constructed and hereafter to be constructed for the purposes of furnishing the means whereby the territory served by said District may dispose of domestic and industrial sewage collected at certain points in said District; and,

WHEREAS, it is necessary for said District to obtain a perpetual easement, privilege, right and authority to construct, reconstruct, repair, maintain and operate said sanitary sewer upon, under and through the premises hereinafter described, as shown upon the plat hereto attached; and,

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

NOW, THEREFORE, in consideration of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, and of the mutual covenants, conditions and agreements herein contained, the Grantors, **David L. Dimke and Jamie M. Dimke**, do hereby give, grant and convey to the Rock River Water Reclamation District the perpetual easement, privilege, right, access and authority to construct, reconstruct, inspect, repair, maintain and operate said sanitary sewer upon, under and through the premises owned by the undersigned Grantors set forth and described as follows, to-wit:

Lot Five (5) as designated upon Plat No. 2 of Oak Bridge Estates, being a subdivision of part of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 11, Township 26 North, Range 11 East of the Fourth Principal Meridian and a Resubdivision of Lot 3 as designated upon the Plat of

Oak Bridge Estates, the plat of which is recorded in Book 41 of Page 177B in the Recorder's Office of Winnebago County, Illinois, together with and subject to the rights of ingress and egress as shown on recorded plat; situated in the County of Winnebago and State of Illinois.

which sanitary sewer easement lies ten (10) feet both sides of the centerline to point "A", ten (10) feet both sides of the centerline from point "A" to point "B", twenty (20) feet both sides of the centerline from point "B" to point "C", ten (10) feet both sides of the centerline from point "C" to point "D", and twenty (20) feet both sides of the centerline from point "D" to the point of termination as laid out, set forth and described as follows, to-wit:

Beginning at a point on the North line of Lot 5 in Plat No. 2 of Oak Bridge Estates, as recorded in Book 41 of Plats, page 177B in the Winnebago County Recorder's Office, said point being North 88 degrees 18 minutes 05 seconds East (assumed bearing) on and along last named line, a distance of 150.21 feet from the Northwest corner of said Lot 5; thence South 46 degrees 44 minutes 23 seconds East, a distance of 244.61 feet to point "A"; thence South 80 degrees 59 minutes 27 seconds East, a distance of 166.00 feet to point "B"; thence South 76 degrees 32 minutes 32 seconds East, a distance of 277.31 feet to point "C"; thence South 76 degrees 11 minutes 07 seconds East parallel to the South line of said Lot 5, a distance of 275.00 feet to point "D"; thence South 76 degrees 11 minutes 07 seconds East parallel to the South line of said Lot 5, a distance of 300.00 feet to a point on the East line of said Lot 5;

Said point being the point of termination. Said point bears North 01 degrees 17 minutes 11 seconds West on and along last named line, a distance of 25.90 feet from the Southeast corner of said Lot 5.

AND

A temporary five (5) foot wide construction easement to point "A", measured perpendicular off the north easement line of the heretofore said sanitary sewer easement

AND

A temporary thirty (30) foot wide construction easement to point "A", measured perpendicular off the south easement line of the heretofore said sanitary sewer easement

AND

A temporary thirty (30) foot wide construction easement from point "A" to point "B", measured perpendicular off the north easement line of the heretofore said sanitary sewer easement

AND

A temporary five (5) foot wide construction easement from point "A" to point "B", measured perpendicular off the south easement line of the heretofore said sanitary sewer easement

AND

A temporary twenty-five (25) foot wide construction easement from point “B” to point “C”, measured perpendicular off the north easement line of the heretofore said sanitary sewer easement

AND

A temporary construction easement set forth and described as follows, to-wit:  
Commencing at point “B”; thence South 13 degrees 27 minutes 28 seconds West (assumed bearing), a distance of 20.00 feet to the point of beginning; thence South 76 degrees 32 minutes 32 seconds East, a distance of 277.18 feet; thence South 13 degrees 48 minutes 53 seconds West, a distance of 5.00 feet to the south line of said Lot 5; thence North 76 degrees 11 minutes 07 seconds West on and along last named line, a distance of 12.95 feet to a point on a curve; thence on a curve concave to the Southwest having a radius of 3350.24 feet, an arc length of 264.37 feet, a chord bearing North 78 degrees 05 minutes 31 seconds West, and a chord length of 264.30 feet; thence North 13 degrees 27 minutes 28 seconds East, a distance of 12.07 feet to the point of beginning.

AND

A temporary ten (10) foot wide construction easement from point “C” to point “D”, measured perpendicular off the north easement line of the heretofore said sanitary sewer easement

AND

A temporary fifteen (15) foot wide construction easement from point “C” to point “D”, measured perpendicular off the south easement line of the heretofore said sanitary sewer easement

AND

A temporary twenty-five (25) foot wide construction easement from point “D” to point of termination, measured perpendicular off the north easement line of the heretofore said sanitary sewer easement

AND

A temporary five (5) foot wide construction easement from point “D” to point of termination, measured perpendicular off the south easement line of the heretofore said sanitary sewer easement.

In consideration of the grant of the easement herein contained, the District hereby agrees with the Grantors herein, as follows:

1. That for the period when said sewer is being constructed, the District will use only so much of the premises owned by said Grantors as is reasonably necessary for the purpose of constructing said line, 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 sewers and appurtenances, and backfilling and replacing the soil and material necessarily removed from such excavation; that after the completion of such construction and the restoration of the surface of the ground to its original condition as nearly as may be practical, that said District will use only so much of the Grantors' land as is necessary for the purposes of inspection service, maintenance, repair and replacement, and except as herein expressly granted, the Grantors 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. That said sanitary sewer shall be constructed either of polyvinylchloride (PVC), concrete or reinforced concrete or other material, whichever the Engineer of the District may deem advisable.
3. That said materials, machinery and equipment used in the construction of said sewer, shall be transported to the site of the work only along the line where said sanitary sewer is being placed, and only for such distance on either side of the center line of the sewer as may be reasonably necessary for the purposes of such construction, and all other portions of the premises owned by the Grantors shall not be used except by permission of the owner.
4. 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 District 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 sewer, shall be restored to the same condition as nearly as may be, as the same existed before the commencement of the work.
5. Grantors hereby agree that the District shall have the right of access across said premises for the purpose of construction, reconstruction, inspection, repairing, maintaining and operating said sanitary sewer.
6. The District will indemnify and save harmless the Grantors from any injury to persons or loss or damage to personal or real property which said Grantors may suffer, incur or sustain arising proximately from the actions of District or its 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 Grantors from actions by District or its agent as well as Grantors' liability for actions brought by third parties for damages or injuries arising from actions by District or its agents, and shall not apply to damages or injuries to third parties arising from Grantors' actions or failures to act.

This paragraph shall apply only to actual injuries or damages and not to consequential, remote, speculative or punitive damages.

7. Said Grantors hereby agree 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 District 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.
8. Grantors hereby agree 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.
9. 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.
10. 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 Grantors have set their hands and seals, and the Rock River Water Reclamation District has caused its name to be hereto subscribed and its corporate seal to be hereto affixed by its proper officers thereunto authorized, this \_\_\_\_ day of \_\_\_\_\_, 2014.

**Grantors**

\_\_\_\_\_  
David L. Dimke

\_\_\_\_\_  
Jamie M. Dimke

**Rock River Water Reclamation District**

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk

After recording, return to:  
Mr. Eric Haglund  
Rock River Water Reclamation District  
P.O. Box 7480  
Rockford, IL 61126-7480  
(815) 387-7676



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 **David L. Dimke and Jamie M. Dimke**, personally known to me to be  
the same persons whose names are subscribed to the foregoing instrument, appeared before me this  
day in person and acknowledged that they signed, sealed and delivered the said instrument of  
writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

14-11-429-002  
DORSEY RAY SULLIVAN

# PLAT FOR EASEMENT

ACROSS PART OF LOT 5 IN THE PLAT NO. 2 OF OAK BRIDGE  
ESTATES, BEING A SUBDIVISION OF PART OF THE  
SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 26 NORTH,  
RANGE 11 EAST OF THE FOURTH PRINCIPAL MERIDIAN  
SHEET 1

14-11-429-003  
WESLEY STREET &  
JODI HOLBROOK

*Plat No. 2*

N 88°18'05" E  
150.21'

P.O.B.

NORTHWEST  
CORNER  
OF LOT 5

5' TEMPORARY  
CONSTRUCTION EASEMENT

NORTH LINE  
OF LOT 5

14-11-402-009  
EDWARD KEELING

*Oak*

30' TEMPORARY  
CONSTRUCTION EASEMENT

20' SANITARY  
SEWER EASEMENT

5' TEMPORARY  
CONSTRUCTION EASEMENT

*Bridge*

POINT B

*Lot 5*

40' SANITARY  
SEWER EASEMENT

25' TEMPORARY  
CONSTRUCTION EASEMENT

*Estates*

30' TEMPORARY  
CONSTRUCTION EASEMENT

20' SANITARY  
SEWER EASEMENT

POINT A

SOUTH LINE  
OF LOT 5

FORMER CHICAGO AND NORTHWESTERN  
RAILWAY COMPANY RIGHT-OF-WAY

TEMPORARY CONSTRUCTION  
EASEMENT (SEE DETAIL A)

14-11-476-003  
DAVID & JAMIE  
DIMKE

10' TEMPORARY  
CONSTRUCTION  
EASEMENT

S 76°11'07" E  
275.00'

CENTERLINE


POINT C

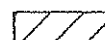
20' SANITARY  
SEWER EASEMENT

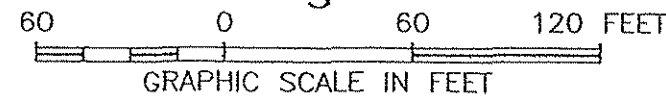
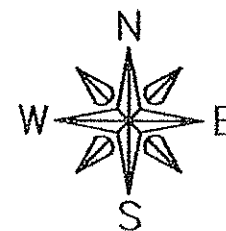
15' TEMPORARY  
CONSTRUCTION EASEMENT

SEE SHEET 2

### LEGEND

 SANITARY SEWER EASEMENT

 TEMPORARY CONSTRUCTION EASEMENT



ROCK RIVER WATER RECLAMATION DISTRICT

**GRANTOR**  
DAVID & JAMIE DIMKE  
PARCEL 14-11-476-003

DRAWN BY: N.A.G.

CHCK'D BY: S.I.I.

DATE: 02/04/2014

**FEHR GRAHAM**

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-003525

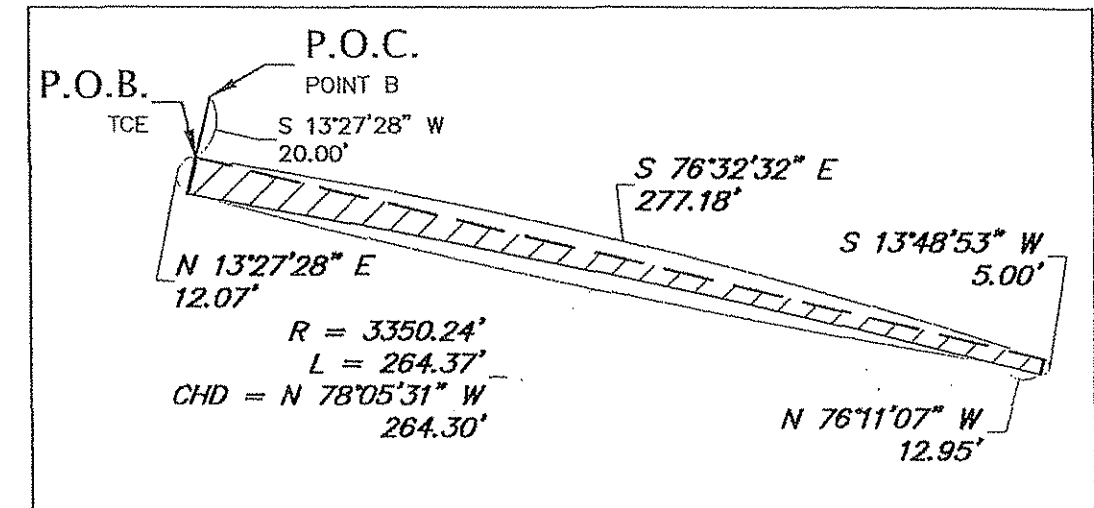
FREEPORT, IL ROCKFORD, IL  
ROCHELLE, IL SPRINGFIELD, IL

MONROE, WI

© 2012 FEHR GRAHAM


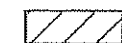
**PLAT FOR EASEMENT**

ACROSS PART OF LOT 5 IN THE PLAT NO. 2 OF OAK BRIDGE  
ESTATES, BEING A SUBDIVISION OF PART OF THE  
SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 26 NORTH,  
RANGE 11 EAST OF THE FOURTH PRINCIPAL MERIDIAN  
SHEET 2

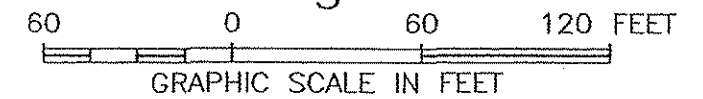
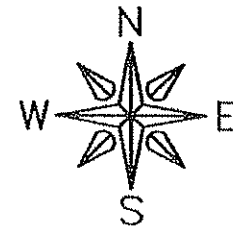


DETAIL A  
SCALE 1" = 60'

LEGEND

-  SANITARY SEWER EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT

14-12-300-005  
DAVID & JAMIE DIMKE



ROCK RIVER WATER RECLAMATION DISTRICT

**GRANTOR**

DAVID & JAMIE DIMKE  
PARCEL 14-11-476-003

DRAWN BY: N.A.G. | CHCK'D BY: S.I.I. | DATE: 02/04/2014

**FEHR GRAHAM**

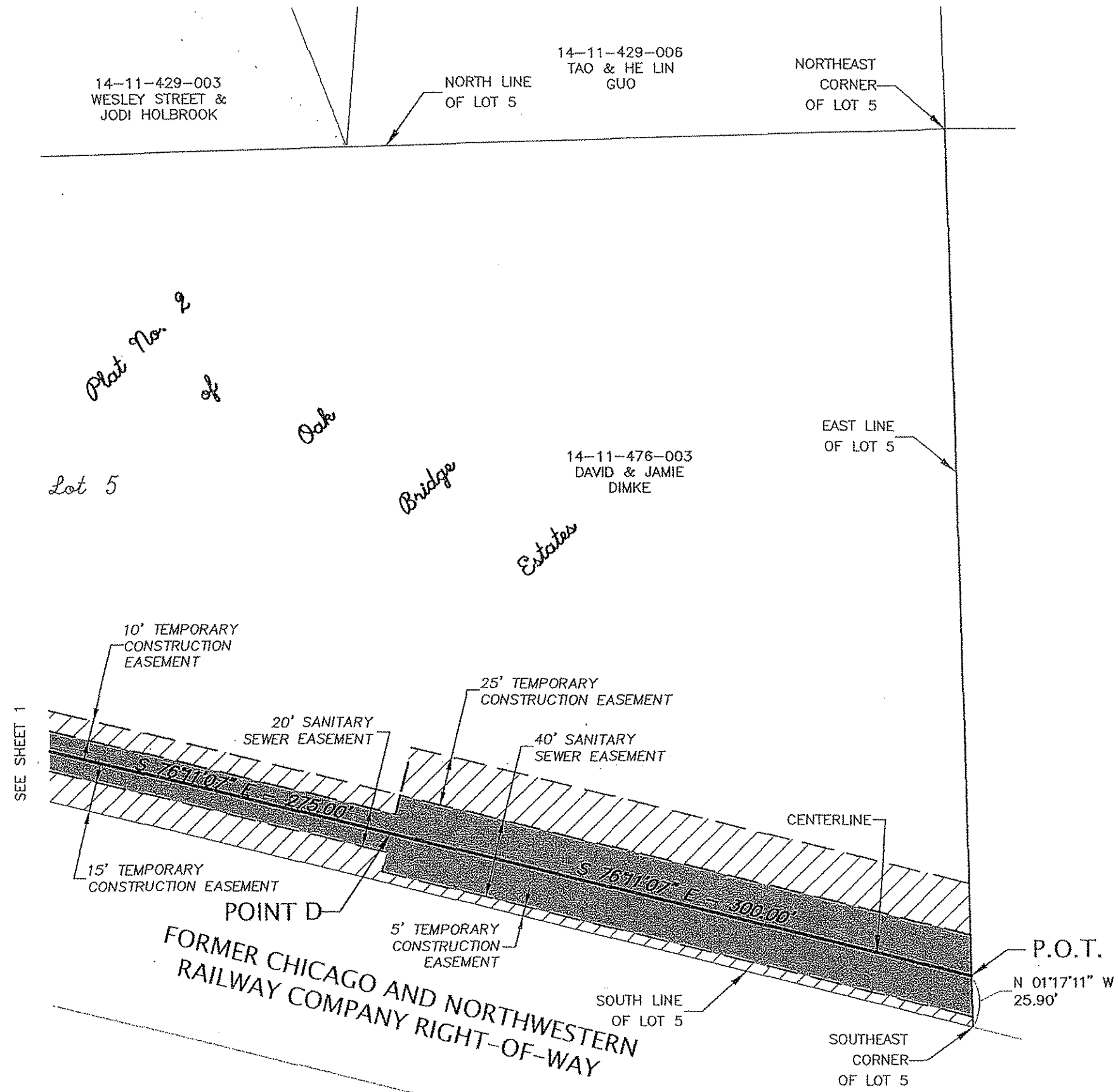
ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-003525

FREEPORT, IL    ROCKFORD, IL  
ROCHELLE, IL    SPRINGFIELD, IL

MONROE, WI

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14-11-429-003  
WESLEY STREET &  
JODI HOLBROOK

14-11-429-006  
TAO & HE LIN  
GUO

NORTHEAST  
CORNER  
OF LOT 5

Plat No. 2  
of  
Oak  
Bridge  
Estates

Lot 5

14-11-476-003  
DAVID & JAMIE  
DIMKE

EAST LINE  
OF LOT 5

10' TEMPORARY  
CONSTRUCTION  
EASEMENT

20' SANITARY  
SEWER EASEMENT

25' TEMPORARY  
CONSTRUCTION EASEMENT

40' SANITARY  
SEWER EASEMENT

15' TEMPORARY  
CONSTRUCTION EASEMENT

POINT D

5' TEMPORARY  
CONSTRUCTION  
EASEMENT

CENTERLINE

FORMER CHICAGO AND NORTHWESTERN  
RAILWAY COMPANY RIGHT-OF-WAY

SOUTH LINE  
OF LOT 5

SOUTHEAST  
CORNER  
OF LOT 5

P.O.T.

N 01°17'11" W  
25.90'

Prepared by the Rock River  
Water Reclamation District

PIN 14-12-300-005

**SANITARY  
SEWER  
EASEMENT**

**Ordinance 13/14-M-13  
Exhibit B**

THIS INDENTURE WITNESSETH, That

WHEREAS, the Rock River Water Reclamation District (District) an Illinois unit of local government, located in the County of Winnebago and State of Illinois, is about to cause or authorize the construction of certain sanitary sewers and extensions of existing sewers with fixtures and appurtenances thereto, to be a part of the system of sanitary sewers now constructed and hereafter to be constructed for the purposes of furnishing the means whereby the territory served by said District may dispose of domestic and industrial sewage collected at certain points in said District; and,

WHEREAS, it is necessary for said District to obtain a perpetual easement, privilege, right and authority to construct, reconstruct, repair, maintain and operate said sanitary sewer upon, under and through the premises hereinafter described, as shown upon the plat hereto attached; and,

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

NOW, THEREFORE, in consideration of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, and of the mutual covenants, conditions and agreements herein contained, the Grantors, **David L. Dimke and Jamie M. Dimke**, do hereby give, grant and convey to the Rock River Water Reclamation District the perpetual easement, privilege, right, access and authority to construct, reconstruct, inspect, repair, maintain and operate said sanitary sewer upon, under and through the premises owned by the undersigned Grantors set forth and described as follows, to-wit:

A tract of land located in the South Half of the Southwest Quarter of Section 12, Township 26 North, Range 11 East, Fourth Principal Meridian, State of Illinois, County of Winnebago, being more specifically described as follows:

Beginning at the Northwest corner of the South Half of said Southwest Quarter;

Thence East along the North boundary of said South Half to a point 1,285.68 feet West of the East boundary of Section 12; Thence South to a point being 200 feet North of the North right-of-way line of the former Chicago and Northwestern Railway Company; Thence Southeasterly parallel to said North right-of-way line, a distance of 280 feet; Thence South to said North right-of-way line, a distance of 200 feet; Thence Northwesterly along said North right-of-way line to the west boundary of said Southwest Quarter; Thence North along said West boundary to the true point of beginning;

Said tract containing 20.73 acres more or less.

which sanitary sewer easement lies twenty (20) feet both sides of the centerline to point "A" and ten (10) feet both sides of the centerline from point "A" to the point of termination as laid out, set forth and described as follows, to-wit:

Beginning at a point on the West line of the South half of the Southwest Quarter of Section 12, Township 26 North, Range 11 East of the Fourth Principal Meridian and the East line of Lot 5 in Plat No. 2 of Oak Bridge Estates, as recorded in Book 41 of Plats, page 177B in the Winnebago County Recorder's Office, said point being North 01 degrees 17 minutes 11 seconds East (assumed bearing) on and along last named line, a distance of 25.90 feet from the Southeast corner of said Lot 5; thence South 76 degrees 11 minutes 07 seconds East, a distance of 371.60 feet to point "A"; thence North 51 degrees 47 minutes 01 seconds East, a distance of 502.52 feet; thence North 60 degrees 33 minutes 33 seconds East, a distance of 295.30 feet; thence North 89 degrees 45 minutes 27 seconds East, a distance of 275.48 feet to a point on the East line of the premise owned by the undersigned Grantors;

Said point being the point of termination. Said point bears South 01 degrees 10 minutes 25 seconds East on and along last named line, a distance of 69.74 feet from the Northeast corner of said premise.

AND

A temporary thirty (30) foot wide construction easement to point "A", measured perpendicular off the north easement line of the heretofore said sanitary sewer easement

AND

A temporary five (5) foot wide construction easement to point "A", measured perpendicular off the south easement line of the heretofore said sanitary sewer easement.

AND

A temporary ten (10) foot wide construction easement from point "A" to point of termination, measured perpendicular off the north easement line of the heretofore said sanitary sewer easement

AND

A temporary thirty (30) foot wide construction easement from point "A" to point of termination, measured perpendicular off the south easement line of the heretofore said sanitary sewer easement.

In consideration of the grant of the easement herein contained, the District hereby agrees with the Grantors herein, as follows:

1. That for the period when said sewer is being constructed, the District will use only so much of the premises owned by said Grantors as is reasonably necessary for the purpose of constructing said line, 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 sewers and appurtenances, and backfilling and replacing the soil and material necessarily removed from such excavation; that after the completion of such construction and the restoration of the surface of the ground to its original condition as nearly as may be practical, that said District will use only so much of the Grantors' land as is necessary for the purposes of inspection service, maintenance, repair and replacement, and except as herein expressly granted, the Grantors 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. That said sanitary sewer shall be constructed either of polyvinylchloride (PVC), concrete or reinforced concrete or other material, whichever the Engineer of the District may deem advisable.
3. That said materials, machinery and equipment used in the construction of said sewer, shall be transported to the site of the work only along the line where said sanitary sewer is being placed, and only for such distance on either side of the center line of the sewer as may be reasonably necessary for the purposes of such construction, and all other portions of the premises owned by the Grantors shall not be used except by permission of the owner.
4. 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 District 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 sewer, shall be restored to the same condition as nearly as may be, as the same existed before the commencement of the work.
5. Grantors hereby agree that the District shall have the right of access across said premises for the purpose of construction, reconstruction, inspection, repairing, maintaining and operating said sanitary sewer.

6. The District will indemnify and save harmless the Grantors from any injury to persons or loss or damage to personal or real property which said Grantors may suffer, incur or sustain arising proximately from the actions of District or its 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 Grantors from actions by District or its agent as well as Grantors' liability for actions brought by third parties for damages or injuries arising from actions by District or its agents, and shall not apply to damages or injuries to third parties arising from Grantors' actions or failures to act.

This paragraph shall apply only to actual injuries or damages and not to consequential, remote, speculative or punitive damages.

7. Said Grantors hereby agree 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 District 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.
8. Grantors hereby agree 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.
9. 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.
10. 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 Grantors have set their hands and seals, and the Rock River Water Reclamation District has caused its name to be hereto subscribed and its corporate seal to be hereto affixed by its proper officers thereunto authorized, this \_\_\_\_ day of \_\_\_\_\_, 2014.

**Grantors**

\_\_\_\_\_  
**David L. Dimke**

\_\_\_\_\_  
**Jamie M. Dimke**

**Rock River Water Reclamation District**

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk

After recording, return to:  
Mr. Eric Haglund  
Rock River Water Reclamation District  
P.O. Box 7480  
Rockford, IL 61126-7480  
Phone: (815) 387-7676



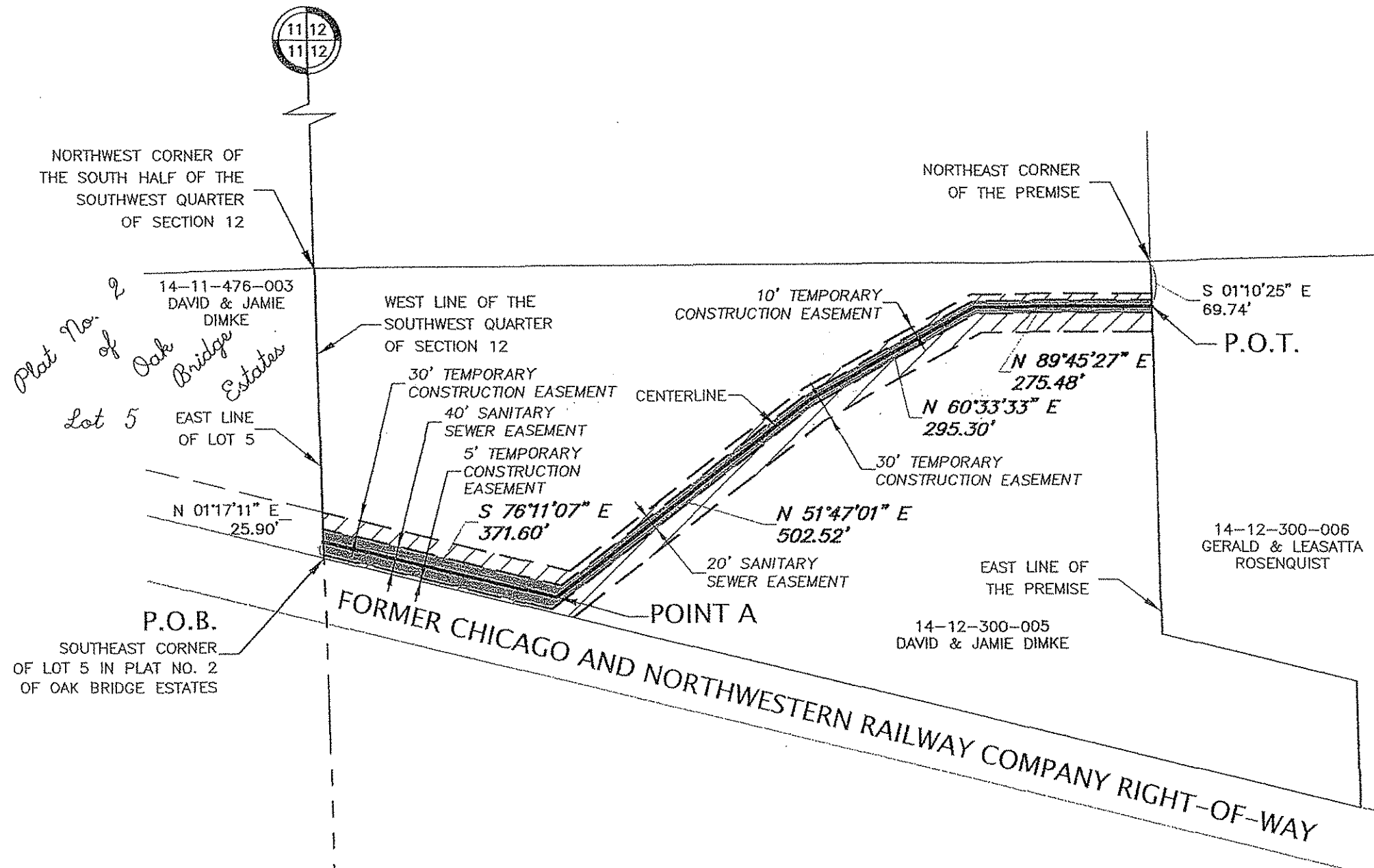
STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

**PLAT FOR EASEMENT**  
 ACROSS PART OF THE SOUTH HALF OF THE SOUTHWEST  
 QUARTER OF SECTION 12, TOWNSHIP 26 NORTH,  
 RANGE 11 EAST OF THE FOURTH PRINCIPAL MERIDIAN



**LEGEND**

- SANITARY SEWER EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

200 0 200 400 FEET  
 GRAPHIC SCALE IN FEET

ROCK RIVER WATER RECLAMATION DISTRICT

**GRANTOR**  
 DAVID & JAMIE DIMKE  
 PARCEL 14-12-300-005

DRAWN BY: N.A.G. | CHCK'D BY: S.I.I. | DATE: 01/31/2014

**FEHR GRAHAM** ENGINEERING & ENVIRONMENTAL  
ILLINOIS DESIGN FIRM NO. 184-003525

FREEPORT, IL | ROCKFORD, IL  
 ROCHELLE, IL | SPRINGFIELD, IL  
 MONROE, WI