

(County Recorder Use Only)

**Onsite Utility Maintenance, Right Of Entry,
And Hold Harmless Agreement**

(Project Name and Address)
CAROL STREAM, ILLINOIS

THIS AGREEMENT made as of the ____ day of _____, 20__ , by and between the _____ (the “Owner”), and the Village of Carol Stream, (“the Village”).

W I T N E S S E T H:

WHEREAS, Owner owns fee title to the real estate situated in the Village of Carol Stream, DuPage County, Illinois described on Exhibit A (**include legal description and pin number**) attached hereto (the “Property”); and

WHEREAS, the Property is to be developed and in connection there with it is necessary to service the Property with sanitary sewer, storm sewer and domestic water and to maintain storm water detention lakes and basins to service the Property; and

WHEREAS, some or all of the sanitary sewer, storm sewer, water mains and storm water detention lakes and basins are not located within public right-of-way or dedicated easements and the Village does not maintain sanitary sewers, storm sewers, water mains and storm water detention lakes and basins on privately owned property;

WHEREAS, the Village of Carol Stream would not permit the connection of such systems to its municipal facilities without the agreements contained herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, it is agreed as follows:

1. Owner agrees to maintain, at no cost or expense to the Village all of the following, which are not located on public rights-of-way or dedicated easement:
 - (a) All such sanitary sewerage facilities to be located on the Property as shown on the plans entitled, prepared by _____, dated _____, as approved by the Village, or any amended _____ plans as agreed to and approved by both parties.
 - (b) All such storm sewers, detention basins, swales and appurtenances to be located on the Property as shown on the plans entitled _____, prepared by _____, dated _____, as approved by the Village, or any amended plans as agreed to and approved by both parties;
 - (c) All such water mains and appurtenances located on the Property; as shown on the plans entitled _____, prepared by _____, dated _____, as approved by the Village, or any amended plans as agreed to and approved by both parties.
 - (d) Maintain the utilities as itemized above in accordance with the Rules and Regulations of the Village of Carol Stream.
2. In the event Owner does not properly maintain the above described water and sanitary sewer services on the Property in accordance with the requirements of the Village, reasonable written notice thereof shall be given to Owner advising Owner that the system is not in conformance with the Village and other applicable agency requirements and deficiencies thereto. In the event the Owner does not diligently and continuously take steps to bring said services into compliance with the applicable requirements, the Village is authorized to enter upon the property to correct deficiencies and to place a lien against the Property until such time that the Village has been fully reimbursed for its actual reasonable expenses in correcting the deficiencies. In an emergency situation, the Village is authorized to enter upon the property in order to remedy the emergency situation. In an emergency situation, the Village is authorized to enter upon the property in order to remedy the emergency situation.

3. In the event Owner does not properly maintain the above described storm water collection system and storm water detention lakes and basins to preserve the designed capacity of the basin or should owner allow a public nuisance to exist, the Village is authorized to enter the property to correct deficiencies and to place a lien against the Property until such time that the Village has been fully reimbursed for its actual reasonable expenses in correcting the deficiencies.
4. (a) Except as otherwise set forth in Section 4(b) below, Owner agrees to save the Village harmless, to defend and pay on behalf of any and all claims for damages resulting from the Village interrupting service to the Property or its entry upon the property or taking remedial action, due to failure of owner to properly maintain the systems described above in accordance with the terms thereof and any other actual claims or damages arising out of this Agreement and the ownership and maintenance of the facilities described herein; and

(b) The Village agrees to save the Owner harmless from any and all claims for actual damages and other claims or injuries arising out of the negligent or intentional acts of its employees and/or agents while performing services on the Property.
5. All covenants and agreements of Owner hereunder shall be deemed and taken to be covenants running with the land and shall be binding upon Owner and its successors and assigns. Upon transfer of the Property, the obligations of the Owner or transferor hereunder shall become the obligations for the transferee and the Owner and transferor shall be relieved from and all obligation and liability hereunder.
6. The Property is legally described in the manner set forth, as Exhibit A, appended to and made a part of this Agreement. This agreement may be recorded.

IN WITNESS WHEREOF, this Agreement was executed as of the day and year first above described.

Company

ATTEST:

Address

BY: _____
Notary Public

City/State

BY: _____
Name

Title

VILLAGE OF CAROL STREAM

ATTEST:

BY: _____
Village Manager

BY: _____
Notary Public

Exhibit A
(Include legal description and pin number)