

**EASEMENT AND RIGHT
OF WAY AGREEMENT**

_____ County

This Document Prepared By:

Ken Jones
Illinois American Water
100 N Water Works Dr.
Belleville, IL 62223

THIS AGREEMENT, made this ____ day of _____, 20__, by and between _____, a _____, organized and existing under the laws of the State of _____, having an office for the transaction of business at _____, _____, _____, hereinafter referred to as the "Grantor", and **Illinois-American Water Company**, a corporation organized and existing under the laws of the State of Illinois, having an office for the transaction of business at _____, _____, _____, hereinafter referred as the "Grantee".

WITNESSETH:

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the Grantee, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way (hereinafter, collectively "Easement") in, under, across, and over the property of the Grantor situated in the _____ County, _____; said Easement to be _____ () feet in width and more particularly described as follows:

and as shown on the sketch attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, pipe or pipes, with necessary fittings, appurtenances, and attached facilities, including laterals and connections for the transmission and distribution of water and/or the collection of wastewater.

Together with the right to the Grantee, its successors and assigns, to use reasonable additional space adjacent to the above described Easement as may be required during the periods of construction and maintenance to (i) enter in and upon the property described above with men and machinery, vehicles and material at any and all times for the purpose of installing, maintaining, repairing, renewing, or adding to the aforesaid water pipe lines and appurtenances; (ii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iii) for doing anything necessary, useful, or convenient for the enjoyment of the Easement herein granted.

The right of the Grantor to freely use and enjoy its interest in the property is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure, or similar improvements shall be erected within said Easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, the Grantor agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water mains except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipes shall be laid below the water mains. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

TO HAVE AND TO HOLD the above granted Easement and right of way unto the Grantee, its successors and assigns, forever.

The Grantee agrees, by acceptance of this Easement Agreement, that, upon any opening made in connection with any of the purposes of this Easement said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the Grantee.

And the Grantor does further covenant with the Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said Easement and has good title to convey the same.
2. That the Grantee shall quietly enjoy the said Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this AGREEMENT, all as of the day and year first above written.

ACCEPTED BY:
GRANTOR

By: _____
Title: _____
(use black ink only)

TENANT'S CONSENT

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payments to Grantor as therein provided, hereby adopts and joins in the execution of same and consents to the enjoyment by the Grantee of the rights granted therein.

TENANT

Dated: _____
_____ (use black ink only)

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, a Notary Public for the State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as _____ of _____, appeared before me this day in person and acknowledged that ___ signed and delivered the same instrument, in such capacity, as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

ACCEPTED BY:

ILLINOIS-AMERICAN WATER COMPANY

By: _____

Title: _____

(use black ink only)

STATE OF ILLINOIS)

) ss.

COUNTY OF _____)

I, a Notary Public for the State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as _____ of **Illinois-American Water Company**, appeared before me this day in person and acknowledged that _____ signed and delivered the same instrument, in such capacity, as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)

) ss.

COUNTY OF _____)

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

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:
