

Rev: 8-1-2012
EASEMENT PROVISIONS
(INCLUDE ON PLAT AS APPLICABLE)

PUBLIC UTILITY EASEMENTS – ELECTRIC AND COMMUNICATIONS

COMED, SBC, AT&T BROADBAND, AND OTHER UTILITY COMPANIES PROVIDING ELECTRIC AND COMMUNICATIONS SERVICES, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY OR SEVERALLY ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "PUBLIC UTILITY EASEMENT" OR "P.U.E." AND ARE HEREBY GIVEN EASEMENT RIGHTS, JOINTLY WITH VILLAGE UTILITIES, TO ALL PLATTED EASEMENTS DESIGNATED "UTILITY EASEMENT" OR "U.E." AND TO ALL PLATTED STREETS AND ALLEYS, TOGETHER WITH THE RIGHT OF ACCESS THERETO. TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS TO SERVE THE IMPROVEMENTS OF EACH LOT, THE RIGHT TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF SAID PUBLIC UTILITY EQUIPMENT. THE LOCATION OF FACILITIES IN PLATTED STREETS AND ALLEYS SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO VILLAGE APPROVAL. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED. ALL UTILITY LINES SHALL BE CONSTRUCTED UNDERGROUND. NO OVERHEAD LINES WILL BE PERMITTED.

VILLAGE UTILITY EASEMENTS

THE VILLAGE OF MONTGOMERY IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "VILLAGE UTILITY EASEMENT" OR "V.U.E." AND IS HEREBY GIVEN EASEMENT RIGHTS, JOINTLY WITH PUBLIC UTILITIES, TO ALL PLATTED EASEMENTS DESIGNATED AS "UTILITY EASEMENT" OR "U.E.", TOGETHER WITH THE RIGHT OF ACCESS THERETO. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME, ABOVE GROUND AND UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER SYSTEM, SANITARY SEWER SYSTEM, STORM DRAINAGE SYSTEM OF THE VILLAGE OF MONTGOMERY, AND ANY OTHER UTILITY EXPRESSLY PERMITTED BY THE VILLAGE. THESE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. TREES SHALL ONLY BE ALLOWED TO BE PLACED IN SUCH LOCATIONS IN THE EASEMENT AS ARE APPROVED BY THE VILLAGE STAFF TO AVOID ACTUAL CONFLICTS WITH UTILITIES.

THE VILLAGE OF MONTGOMERY AND ITS REPRESENTATIVES SHALL, AT THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER OBSTRUCTION THAT IS ERECTED WITHIN A PUBLIC UTILITY EASEMENT, VILLAGE UTILITY EASEMENT, UTILITY EASEMENT, DRAINAGE EASEMENT OR STORMWATER MANAGEMENT EASEMENT, BE REMOVED AT NO COST TO THE VILLAGE. THE COST OF REMOVAL AND REPLACEMENT OF ANY OBSTRUCTION AND ANY OTHER VILLAGE EXPENSES ASSOCIATED THEREWITH, SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY UPON WHICH THE EASEMENT OBSTRUCTION IS LOCATED.

THE VILLAGE SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR SHRUBBERY; PROVIDED, HOWEVER, THAT THE VILLAGE SHALL BE OBLIGATED FOLLOWING MAINTENANCE WORK TO 1) STABILIZE ALL SURFACES (IN ANY MANNER SUITABLE TO THE VILLAGE) SO AS TO RETAIN SUITABLE DRAINAGE, 2) TO REMOVE ALL EXCESS DEBRIS AND SPOIL AND 3) TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

PUBLIC UTILITY EASEMENTS – NICOR

NICOR, ITS SUCCESSORS AND ASSIGNS, IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED STREETS AND ALLEYS. SAID EASEMENT TO BE FOR THE INSTALLATION, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES. LOCATION OF MAINS AND APPURTENANCES SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO VILLAGE APPROVAL.

GAS COMPANY EASEMENT (For use with common area easements)

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NICOR, ITS SUCCESSORS AND ASSIGNS TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT MARKED "NICOR EASEMENT", "COMMON AREA OR AREAS" AND STREETS AND ALLEYS, THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", TOGETHER WITH THE RIGHT OF ACCESS THERETO AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UPON OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND TO SERVE OTHER PROPERTY ADJACENT OR OTHERWISE, AND THE RIGHT TO REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO TREES, BUSHES, ROOTS, AND MAY BE RESPONSIBLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL

SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER NI-GAS. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN SECTION 605/2(E) OF THE "CONDOMINIUM PROPERTY ACT" (ILLINOIS COMPLIED STATUES, CH. 765, SEC. 605/2(E), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, INCLUDING REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PROPERTY, EVEN THOUGH SUCH AREAS MAY BE DESIGNATED ON THIS PLAT BY OTHER TERMS.

(For use with common area easements)

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMED
AND
AT & T, GRANTEEES,

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "PUBLIC UTILITY EASEMENT" OR "UTILITY EASEMENT", THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT OF ACCESS THERETO AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UPON OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO REMOVE TREES, BUSHES, AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "UTILITY EASEMENT" OR "PUBLIC UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO

INTERFERE WITH THE OPERATION AND MAINTENANCE THEREOF. THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(e) AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT OR PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPURTEINANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH MAY BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS, "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING AND COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACED WITH THE INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND, OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST. ALL UTILITY LINES SHALL BE CONSTRUCTED UNDERGROUND. NO OVERHEAD LINES WILL BE PERMITTED.

DRAINAGE EASEMENT

THE VILLAGE OF MONTGOMERY IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "DRAINAGE EASEMENT" OR "D.E.", TOGETHER WITH THE RIGHT OF ACCESS THERETO, TO INSTALL, OPERATE AND MAINTAIN UNDERGROUND AND SURFACE DRAINAGE FACILITIES AND WATER COURSES. SAID EASEMENTS SHALL BE USED FOR NO OTHER PURPOSE EXCEPT AS EXPRESSLY AUTHORIZED BY THE VILLAGE. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED.

STORMWATER MANAGEMENT EASEMENT

PERPETUAL PUBLIC STORMWATER AND DRAINAGE EASEMENTS ARE HEREBY GRANTED TO THE VILLAGE OF MONTGOMERY, ITS AGENTS, SUCCESSORS AND ASSIGNS, OVER, ON, ACROSS AND UNDER ALL OF THE AREAS DESIGNATED "STORMWATER MANAGEMENT EASEMENT" ON THIS PLAT, GRANTING THE RIGHT, PRIVILEGE AND AUTHORITY FOR THE FOLLOWING PURPOSES:

- A. SURVEYING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, INSPECTING, MAINTAINING AND OPERATING ALL STORMWATER MANAGEMENT FACILITIES, STRUCTURES AND GRADES ON THE DETENTION/RETENTION SITE.

- B. THE RIGHT OF ACCESS TO PERFORM THE WORK SPECIFIED IN PARAGRAPH A TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY PERSONS AND EQUIPMENT TO DO ANY OF THE REQUIRED WORK.
- C. TRIMMING, OR REMOVING TREES, SHRUBS OR OTHER PLANTS IN THE EASEMENT THAT INTERFERE WITH THE OPERATIONS OF THE STORMWATER FUNCTIONS.
- D. NO PERMANENT BUILDINGS, STRUCTURES OR UTILITY FACILITIES SHALL BE CONSTRUCTED ON THE EASEMENT, BUT SAID EASEMENT MAY BE USED FOR OTHER PURPOSES THAT DO NOT NOW OR LATER CONFLICT WITH THE AFORESAID USES OR RIGHTS OR IN ANY WAY AFFECT OR IMPEDE THE STORAGE OF FREE FLOW OF STORMWATER ON AND OVER THE PARCEL.

THE PROVISIONS HEREOF REGARDING STORMWATER MANAGEMENT SHALL NOT BE AMENDED, MODIFIED, OR ABROGATED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE VILLAGE.

PEDESTRIAN AND BIKE TRAIL EASEMENT PROVISIONS

THE VILLAGE OF MONTGOMERY, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER ALL AREAS ON THE PLAT MARKED "PEDESTRIAN EASEMENT", "BIKE TRAIL EASEMENT", "PEDESTRIAN AND BIKE TRAIL EASEMENT", " LANDSCAPE BUFFER EASEMENT" OR "STORMWATER MANAGEMENT EASEMENT", TOGETHER WITH THE RIGHT OF ACCESS THERETO, TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE PEDESTRIAN AND BICYCLE TRAILS, PAVED OR UNPAVED, FOR THE USE AND ENJOYMENT OF THE GENERAL PUBLIC. THE ABOVE-NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE EASEMENT AREAS HEREIN GRANTED WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, INSPECTION, MAINTENANCE AND OPERATION THEREOF. NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES OR OBSTRUCTIONS SHALL BE PLACED ON OR OVER SAID EASEMENTS THAT INTERFERE WITH THE RIGHTS HEREIN GRANTED.

LANDSCAPE EASEMENT PROVISIONS

THE VILLAGE OF MONTGOMERY, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN NON-EXCLUSIVE EASEMENT RIGHTS OVER ALL AREAS ON THE PLAT MARKED "LANDSCAPE EASEMENT" (L.E.) OR "LANDSCAPE BUFFER EASEMENT" (L.B.E.), TOGETHER WITH THE RIGHT OF ACCESS THERETO, TO INSTALL, PLANT, MAINTAIN, INSPECT, REMOVE AND REPLACE TREES, SHRUBS,

BUSHES, GRASS, PLANTS, GROUNDCOVERS AND OTHER FORMS OF VEGETATION AND LANDSCAPING FEATURES, TOGETHER WITH THE RIGHT OF ACCESS FOR PERSONNEL AND EQUIPMENT TO EXERCISE ANY OF THE RIGHTS HEREIN GRANTED. NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES OR OBSTRUCTIONS SHALL BE PLACED ON OR OVER SAID EASEMENTS NOR SHALL ANY SUCH VEGETATION BE REMOVED, (EXCEPT TO REPLACE DEAD OR DISEASED VEGETATION WITH LIKE VEGETATION), WITHOUT THE WRITTEN AUTHORITY OF THE VILLAGE OF MONTGOMERY.

THE OWNER OF THE PROPERTY CONTAINING SUCH EASEMENTS SHALL BE PERPETUALLY RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE LANDSCAPE EASEMENT AREAS AND LANDSCAPE BUFFER EASEMENT AREAS AND APPURTENANCES.

The following note shall be added to all plats of subdivision:

CONDITIONS COMMON TO ALL EASEMENTS

THE VILLAGE OF MONTGOMERY AND ITS REPRESENTATIVES SHALL, AT THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER OBSTRUCTION THAT IS ERECTED WITHIN A PUBLIC UTILITY EASEMENT, VILLAGE UTILITY EASEMENT, UTILITY EASEMENT, DRAINAGE EASEMENT OR STORMWATER MANAGEMENT EASEMENT, BE REMOVED AT NO COST TO THE VILLAGE. THE COST OF REMOVAL AND REPLACEMENT OF ANY OBSTRUCTION AND ANY OTHER VILLAGE EXPENSES ASSOCIATED THEREWITH SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY UPON WHICH THE EASEMENT OBSTRUCTION IS LOCATED.

An additional note shall be added to plats of subdivision with blanket easements (i.e. Townhouses):

VILLAGE UTILITY EASEMENTS-COMMON AREAS

THE VILLAGE SHALL HAVE THE RIGHT TO ENTER THE PROPERTY TO MAKE REPAIRS TO THE VILLAGE UTILITIES, (WATER MAIN, SANITARY AND STORM LINES AND APPURTENANCES) OR TO INSPECT SAME.

THE VILLAGE SHALL HAVE THE RIGHT TO REMOVE ANY STRUCTURE, PAVEMENT, FENCING, OR LANDSCAPING IN ORDER TO CONSTRUCT, MAINTAIN, OR REPAIR THE SAID VILLAGE UTILITIES AND UPON COMPLETION SHALL ROUGH GRADE THE SITE. THE OWNER SHALL HAVE THE DUTY TO RESTORE THE SURFACE OF ANY GROUND, ROAD, DRIVEWAY, PARKING AREA, FENCING OR LANDSCAPING OTHERWISE DISTURBED BY THE ACTIONS OF THE VILLAGE IN MAINTAINING ANY SAID VILLAGE UTILITY SERVICE LINES (WITHIN THE EASEMENT), IN ANY EASEMENT DEDICATED TO AND ACCEPTED BY THE VILLAGE OF MONTGOMERY.

ANY VILLAGE UTILITIES DAMAGED OR ANY DAMAGE CAUSED TO SAID UTILITIES AS A RESULT OF THE OWNER OR TENANT'S ACTIVITIES SHALL BE REPAIRED BY THE OWNER AT OWNER'S COST. IN THE EVENT OF ANY SUCH DAMAGE WHICH, IN THE SOLE OPINION OF THE VILLAGE, REQUIRES IMMEDIATE ACTION TO REPAIR IN ORDER TO ELIMINATE WATER LOSS OR PROTECT THE PUBLIC WELFARE, THEN THE VILLAGE MAY MAKE SUCH IMMEDIATE REPAIRS WHICH SHALL BE REIMBURSED BY OWNER.