

Appendix H - Easement Provisions

Easement Access. Areas used by the Village, the Homeowner's Association of the subject property and "Franchise" public utility companies such as electric, natural gas, cable television, telephone, etc. for access to easement areas granted for their use as defined under other easement provisions. Easement Access is to be provided in locations that are not occupied by utilities, drainage swales, overland flood routes, stormwater management facilities, or any other appurtenances that would require other easements. The purpose of using an easement access, in lieu of other easements provisions that include access, is to avoid restriction of septic areas, as would be the case with other easement types (D.E., P.U.E., M.U.E., etc.)

EASEMENT ACCESS PROVISIONS

A non-exclusive easement is hereby reserved for and granted to the Village of Spring Grove, Illinois, the homeowner's association as may be further defined in the homeowner's association bylaws and declarations, to Verizon, Nicor, Commonwealth Edison Company, Mediacom, and holders of franchises granted by the Village of Spring Grove, Illinois and their respective successors and assigns, within the areas so designated on the plat and marked "Municipal Utility Easement Access", "Public Utility Easement Access", "Utility Easement Access", "Stormwater Management Easement Access", "Drainage Easement Access", "Private Stormwater Easement Access", or similar designation, for access purposes over and upon such areas for the personnel and equipment necessary and required for such uses and purposes as defined in provisions for other easement areas intended to be serviced by such access easements; together with the right to cut, trim, or remove trees, bushes and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions, including fences and other structures, shall not be placed in, upon, or over the property within said easement without prior written consent of the grantee and the Village. The grades of the subdivided property approved by the Village engineer shall not be altered in any manner by the installation of any of the facilities of said grantees so as to interfere with the proper operation and maintenance thereof or with the surface drainage thereon.

Easement Crossing. A certificate shall be placed on the Final Plat to allow easement crossings. The following wording is suggested:

EASEMENT CROSSING PROVISIONS

All easements indicated as road construction and maintenance easements adjacent to road right of ways on this plat are reserved for and granted to the Village of Spring Grove, their successors and assigns, for road construction and maintenance including maintenance of drainage ditches and slopes. Said easements may be crossed perpendicularly by driveways and utilities and drainage or retention/detention easements with the consent of the grantee. Said grantee reserves the right to cut, trim, or remove trees, bushes and roots as may be reasonably required incident to the rights hereingiven, and the right to enter upon said property for all such purposes.

Municipal Utility Easements. Areas, other than in the right of way, where public water main, public sanitary sewer, public storm sewer or other underground utilities to be maintained by the Village are located, Municipal Utility Easements must not be less than fifteen (15) feet wide for a single utility line, seven and one-half (7 ½) feet of which may be shown on each of two adjacent lots. Easements that contain multiple utility lines must be a minimum of twenty (20) feet wide, dependent upon depth of utilities and other contributing factors.

MUNICIPAL UTILITY EASEMENT PROVISIONS

An exclusive easement is hereby reserved for and granted to the Village of Spring Grove, Illinois and its respective successors and assigns, within the areas so designated on the plat and marked Municipal Utility Easement (MUE) to construct, install, reconstruct, repair, remove, replace, inspect, maintain and operate underground transmission and distribution systems and lines in, under, across, along and upon the surface of the municipal utility easement including without limitation water mains, storm sewers, sanitary sewers, force mains, electric lines, street lights and all necessary facilities appurtenant thereto, together with the right of access thereto for the personnel and equipment necessary and required for such uses and purposes, and together with the right to install required service connections under the surface of each lot to serve improvements thereon; together with the right to cut, trim, or remove trees, bushes and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions, including fences and other structures, shall not be placed over grantee's facilities or in, upon, or over the property within said easement without prior written consent of the grantee and the Village. Said easement may be used for landscaping, gardens, driveways and parking except as otherwise designated on the plat. The grades of the subdivided property approved by the Village engineer shall not be altered in any manner by the installation of any of the facilities of said grantee so as to interfere with the proper operation and maintenance thereof or with the surface drainage thereon. Commonwealth Edison, Verizon, Nicor Gas and Mediacom their heirs, successors and assigns, shall have the right for perpendicular crossings of the MUE with electric, natural gas and communications facilities with a two-foot vertical separation and four-foot horizontal separation from municipal utilities.

Public Utility Easements. Areas used by “Franchise” public utility companies such as electric, natural gas, cable television, telephone, etc. for utility distribution or transmission installations; such easements shall be located along the rear lot lines, side lot lines or front lot lines. They shall occupy not less than twelve (12) feet of which six (6) feet may be shown on each of two adjacent lots. Public Utility Easements shall not be used for drainage. These provisions may not eliminate the requirement to include Public Utility Company “boiler plate” language, a typical example of which is provided separate from the following provisions. When electric and gas utilities are located near each other or are within the same easement, the electric utility shall be placed nearest to the property line such that the transformers and pedestals are near the property line. Each utility shall be placed within its half of the easement width (typically 12 feet or 16 feet). All utilities such as electric, gas and telephone are not permitted in the Village road right-of-way unless curb and gutter is utilized or permission has been granted by the Village engineer. A 16 foot wide utility easement shall be provided when curb and gutter is not utilized and when the developer has not provided the Village engineer with utility layout. If the developer utilizes curb and gutter, then an easement width of 12 foot shall be utilized along the Village right-of-way unless a utility layout is provided that indicates the easement is not necessary.

PUBLIC UTILITY EASEMENT PROVISIONS

A non-exclusive easement is hereby reserved for and granted to Verizon, Nicor, Commonwealth Edison Company, Mediacom, the Village of Spring Grove, Illinois and holders of franchises granted by the Village of Spring Grove, Illinois and their respective successors and assigns, within the areas so designated on the plat and marked Public Utility Easement (PUE) to construct, install, reconstruct, repair, remove, replace, inspect, maintain and operate underground transmission and distribution systems and lines in, under, across, along and upon the surface of the utility easement including without limitation, gas mains, telecommunication cables, electric cables, cable television lines and all necessary facilities appurtenant thereto, together with the right of access thereto for the personnel and equipment necessary and required for such uses and purposes, and together with the right to install required service connections under the surface of each lot to serve improvements thereon. Together with the right to cut, trim, or remove trees, bushes and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions, including fences and other structures, shall not be placed over grantee’s facilities or in, upon, or over the property within said easement without prior written consent of the grantee and the Village. Said easement may be used for landscaping, gardens, driveways and parking except as otherwise designated on the plat. The grades of the subdivided property approved by the Village engineer shall not be altered in any manner by the installation of any of the facilities of said grantees so as to interfere with the proper operation and maintenance thereof or with the surface drainage thereon.

Example Public Utility Company “boiler plate” language:

EASEMENT PROVISIONS

An easement for serving the subdivision and other property with natural gas, electric and communications service is hereby reserved for and granted to Nicor, Commonwealth Edison, Verizon, Mediacom, and Grantees, their respective licensees, successors and assigns, jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets, pipes, valves or other facilities used in connection with underground transmission and distribution of natural gas and electricity, communications, sounds and signals in, over, under, across, along and upon the surface of the property shown within the dashed or dotted lines (or similar designation) on the plat and marked “Easement”, “Utility Easement”, “Public Utility Easement”, “P.U.E.” (or similar designation, not including other exclusive Utility Easements or designations), the property designated in the Declaration of Condominium and/or on this plat as “Common Elements”, the property designated on the plat as “Common Areas”, and the property designated on the plat for streets and alleys, whether public or private, together with the right to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common areas or areas, the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface 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 grantees' facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similar designation) without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with proper 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, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole as an apportionment to the separately owned lots, parcels or areas within the planned development, even though such 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 surfaces with 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.

Drainage Easements. Areas where a subdivision is traversed by a water course, drainage way, channel or stream, the Drainage Easement shall conform substantially with the lines of such water course and shall include further width as will be necessary for the purpose of adequately maintaining or improving the water course. Said easements shall not be used for any other purposes except that utilities may cross this easement, provided that the crossing does not alter the intended use of the easement. Drainage Easements are for the express purpose of providing easements for water courses, drainage ways, channels or streams. Public Storm Sewers should be contained within Municipal Utility Easements. Private Storm Sewers and drainage swales should be contained within Private Storm Water Easements. Detention/Retention Areas and overland flood routes should be contained within Stormwater Management Easements.

DRAINAGE EASEMENT PROVISIONS

An exclusive easement is hereby reserved for and granted to the homeowner's association as may be further defined in the homeowner's association bylaws and declarations and their respective successors and assigns, within the areas so designated on the plat and marked Drainage Easement (DE) over those areas where the subdivision is traversed by a water course, drainage way, channel or stream. The Drainage Easement conforms substantially to the lines of such water course and includes further width as will be necessary for the purpose of adequately maintaining or improving the water course. Together with the right of access thereto for the personnel and equipment necessary and required for such uses and purposes, and together with the right to cut, trim, or remove trees, bushes and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the property for all such purposes. No permanent buildings, structures or fences shall be constructed or maintained on, across over or through said easement without prior written consent of the grantee and the Village of Spring Grove. Said easements shall not be used for any other purposes except that utilities may cross this easement, provided that the crossing does not alter the intended use of the easement. The Village shall have the right, but not the obligation, to enter with personnel and equipment upon said easement at any time for the purposes of access to and inspection of the watercourses, drainage ways, channels and streams located within said easement. If the owner fails to maintain said facilities and, after receipt of notice from the Village of said failure, the owner fails to make required repairs in a reasonable period of time, the Village has the right, but not the obligation, to make the required repairs and seek reimbursement from the owner and/or file a lien on the property for the costs incurred by the Village to make the repairs. In an emergency situation, the Village is not required to provide notice to the owner prior to making the required repairs.

Wetland and Drainage Buffer Easements. Areas surrounding a designated wetland or Drainage Easement that restricts use and/or improvement that could potentially impact the wetland or water course, drainage way, channel or stream.

WETLAND AND DRAINAGE BUFFER EASEMENT PROVISIONS

A non-exclusive easement is hereby reserved for and granted to the homeowner's association as may be further defined in the homeowner's association bylaws and declarations and their respective successors and assigns, within the areas so designated on the plat and marked "wetland Buffer Easement" or "Drainage Buffer Easement" for the purpose of creating a restrictive buffer over and upon such designated areas and providing the right to maintain such areas in conformance with requirements established by appropriate authority (i.e., the Illinois Department of Natural Resources, Army Corps of Engineers, etc.). Together with the right of access thereto for the personnel and equipment necessary and required for such uses and purposes, and together with the right to cut, trim, or remove trees, bushes and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the property for all such purposes. Encroachment of any kind including landscaping, fences, sheds or accessory structures within said easement is prohibited. The grades of the property shall not be altered in any manner without prior written authorization of the appropriate authority and the Village. The Village shall have the right, but not the obligation, to enter with personnel and equipment upon said easement at any time for the purposes of access to and inspection of the buffer and facilities located within said easement. If the owner fails to maintain said facilities and, after receipt of notice from the Village of said failure, the owner fails to make required repairs in a reasonable period of time, the Village has the right, but not the obligation, to make the required repairs and seek reimbursement from the owner and/or file a lien on the property for the costs incurred by the Village to make the repairs. In an emergency situation, the Village is not required to provide notice to the owner prior to making the required repairs.

Landscape Berm Easement. Areas designated on the plat for the express purpose of providing a landscape berm and protective screen planting to secure a reasonably effective physical barrier between different land uses to minimize adverse conditions of sight and sound. This berm and other protective screen planting shall not interfere with sight lines at street intersections. Additional landscaping shall be planted in the berm easement to result in an effective 6 foot screen. These easements shall be separate and distinct from public and municipal utility easements, drainage and stormwater management easements.

LANDSCAPE BERM EASEMENT PROVISIONS

A non-exclusive easement is hereby reserved for and granted to the homeowner's association as may be further defined in the homeowner's association bylaws and declarations and their respective successors and assigns, within the areas so designated on the plat and marked Landscape Easement (LE) to install, repair, remove, replace, inspect, and maintain landscape berms, plantings and structures as depicted on the subdivision landscape plan in, under, across, along and upon the surface of the Landscape Easement including without limitation all necessary facilities appurtenant thereto, together with the right of access thereto for the personnel and equipment necessary and required for such uses and purposes. No permanent buildings, structures or fences shall be constructed or maintained on, across over or through said easement that are not shown on the plans nor shall vegetation be removed except to replace dead or diseased vegetation with like species within said easement without prior written consent of the grantee and the Village of Spring Grove. The grades of the subdivided property approved by the Village engineer shall not be altered in any manner by the installation and maintenance of landscape plantings so as to interfere with the proper operation and maintenance thereof or with the surface drainage thereon. The Village shall have the right, but not the obligation, to enter with personnel and equipment upon said easement at any time for the purposes of access to and inspection of the landscaping facilities located within said easement. If the owner fails to maintain said facilities and, after receipt of notice from the Village of said failure, the owner fails to make required repairs in a reasonable period of time, the Village has the right, but not the obligation, to make the required repairs and seek reimbursement from the owner and/or file a lien on the property for the costs incurred by the Village to make the repairs. In an emergency situation, the Village is not required to provide notice to the owner prior to making the required repairs.

Stormwater Management Easement. Areas used for the purposes of operating and maintaining stormwater runoff management facilities such as detention and or retention basins and appurtenant structures and overland flood routes.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

A non-exclusive easement is hereby reserved for and granted to the homeowner's association as may be further defined in the homeowner's association bylaws and declarations and their respective successors and assigns, within the areas so designated on the plat and marked Stormwater Management Easement (SME) for the collection conveyance and storage of stormwater in areas to be maintained by the owner of the lot(s) or outlot(s) on which the facilities exist in accordance with Village ordinances and the approved final engineering improvement plans; together with the right of access thereto for the personnel and equipment necessary and required for such uses and purposes, and together with the right to cut, trim, or remove trees, bushes and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the property for all such purposes. Encroachment of any kind including landscaping, fences, sheds or accessory structures within said easement is prohibited unless the Village engineer has determined said encroachment will not interfere with the proper function of said facilities. The Village shall have the right, but not the obligation, to enter with personnel and equipment upon said easement at any time for the purposes of access to and inspection of the stormwater management facilities located within said easement. If the owner fails to maintain said facilities and, after receipt of notice from the Village of said failure, the owner fails to make required repairs in a reasonable period of time, the Village has the right, but not the obligation, to make the required repairs and seek reimbursement from the owner and/or file a lien on the property for the costs incurred by the Village to make the repairs. In an emergency situation, the Village is not required to provide notice to the owner prior to making the required repairs.

Private Stormwater Easement. Areas used for the purposes of operating and maintaining stormwater drainage and storm sewers to be privately maintained and not utilized for drainage effecting the general public or Village facilities and/or appurtenances.

PRIVATE STORMWATER EASEMENT PROVISIONS

A non-exclusive easement is hereby reserved for and granted to the homeowner's association as may be further defined in the homeowner's association bylaws and declarations and their respective successors and assigns, within the areas so designated on the plat and marked Private Stormwater Easement (PSE) to construct, install, reconstruct, repair, remove, replace, inspect, maintain and operate underground storm sewer and drainage swales in, under, across, along and upon the surface of the private stormwater easement including without limitation storm sewers, drainage swales and all necessary facilities appurtenant thereto, together with the right of access thereto for the personnel and equipment necessary and required for such uses and purposes, and together with the right to install required service connections under the surface of each lot to serve improvements thereon. Together with the right to cut, trim, or remove trees, bushes and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions, including fences and other structures, shall not be placed over grantee's facilities or in, upon, or over the property within said easement without prior written consent of the grantee and the Village. Said easement may be used for landscaping and gardens, except as otherwise designated on the plat. The grades of the subdivided property approved by the Village engineer shall not be altered in any manner by the installation of any of the facilities of said grantee so as to interfere with the proper operation and maintenance thereof or with the surface drainage thereon. The Village shall have the right, but not the obligation, to enter with personnel and equipment upon said easement at any time for the purposes of access to and inspection of the private stormwater facilities located within said easement. If the owner fails to maintain said facilities and, after receipt of notice from the Village of said failure, the owner fails to make required repairs in a reasonable period of time, the Village has the right, but not the obligation, to make the required repairs and seek reimbursement from the owner and/or file a lien on the property for the costs incurred by the Village to make the repairs. In an emergency situation, the Village is not required to provide notice to the owner prior to making the required repairs.

Sign Easement. Area used for the purpose of a permanent subdivision or property identification sign.

SIGN EASEMENT PROVISIONS

A non-exclusive easement is hereby reserved for and granted to the homeowner's association as may be further defined in the homeowner's association bylaws and declarations and their respective successors and assigns, within the areas so designated on the plat and sign easement (se) to install, repair, remove, replace, inspect, and maintain a permanent subdivision, property or business identification sign in, under, across, along and upon the surface of the sign easement including without limitation all necessary facilities appurtenant thereto, together with the right of access thereto for the personnel and equipment necessary and required for such uses and purposes. No permanent buildings, structures or fences shall be constructed or maintained on, across over or through said easement without prior written consent of the grantee and the Village of Spring Grove. The grades of the subdivided property approved by the Village engineer shall not be altered in any manner by the installation and maintenance of the sign of said grantees so as to interfere with the proper operation and maintenance thereof or with the surface drainage thereon.

Road Construction and Maintenance Easement. Road construction and maintenance easements may be requested by the Village engineer adjacent to dedicated roads whenever additional width is necessary to meet the maximum earth slope requirements contained in the "Schedule of Minimum Design Requirements for Subdivision Roads in Village" (Section 1632). "Road construction and maintenance easements" shall be separate and distinct from utility easements and the two shall not be combined. (See Section 1645 for certification required on Final Plat to permit crossing of other easements.)

(The following provisions were originally identified as "Easement Crossing Provisions").

ROAD CONSTRUCTION AND MAINTENANCE EASEMENT PROVISIONS

All easements indicated as road construction and maintenance easements adjacent to road rights of way on this plat are reserved for and granted to the Village of Spring Grove, their successors and assigns, for road construction and maintenance including maintenance of drainage ditches and slopes. Said easements may be crossed perpendicularly by driveways and utilities and drainage or retention/detention easements with the consent of the grantee. Said grantee reserves the right to cut, trim, or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon said property for all such purposes.

Pedestrian Way Easements. Easements shall be provided for pedestrian ways where deemed appropriate by the Planning and Zoning Commission and the Village Board.

Bicycle Paths. The Village has approved a Master Bicycle Path System for the entire Village in an effort to provide a safe means of travel for those on bicycles and to encourage the use of bicycles rather than cars. Where identified on the Master Plan, developers shall provide and construct bicycle paths at or near those locations indicated on the Master Plan. Additionally, all new subdivisions shall provide for bicycle paths in an effort to link all subdivisions to the paths provided on the Master Plan and to link subdivisions in the Village. In the event that a subdivision does not lend itself to linking directly to the Master Path System, a developer shall be required to deposit a sufficient sum of money with the Village to pay for future land acquisition and development costs for bike paths in the Village. All bicycle paths shall be located in a sufficiently sized easement to allow for the construction of an 8-foot wide bike path of bituminous materials upon a stone base. The Parks Committee shall recommend where bike paths shall be located and if it is preferred that a monetary deposit be made. The Village Board shall review the recommendation and make a final determination. The bicycle path shall be installed by the developer and shall be built to the standards of the Village engineer.

PEDESTRIAN WAY AND BICYCLE PATH EASEMENT PROVISIONS

The homeowner's association as may be further defined in the homeowner's association bylaws and declarations and their respective successors and assigns, are hereby given easement rights over all areas on the plat marked "Pedestrian Way Easement" (PWE), "Bicycle Path Easement" (BPE) or "Pedestrian Way and Bicycle Path Easement", 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, fences or obstructions shall be placed on or over said easements that interfere with the rights herein granted. The Village shall have the right, but not the obligation, to enter with personnel and equipment upon said easement at any time for the purposes of access to and inspection of the pedestrian way and bicycle path facilities located within said easement. If the owner fails to maintain said facilities and, after receipt of notice from the Village of said failure, the owner fails to make required repairs in a reasonable period of time, the Village has the right, but not the obligation, to make the required repairs and seek reimbursement from the owner and/or file a lien on the property for the costs incurred by the Village to make the repairs. In an emergency situation, the Village is not required to provide notice to the owner prior to making the required repairs.

MUNICIPAL SNOW PLACEMENT EASEMENT PROVISIONS

A non-exclusive easement is hereby reserved for and granted to the Village of Spring Grove, Illinois, within the areas so designated on the plat and marked "Municipal Snow Placement Easement", or similar designation for the placement of snow and ice by snow plows or other means upon the Easement Premises as part of the Village's snow plowing operations upon the adjacent municipal roadway and for access purposes over and upon such areas for the personnel and equipment necessary and required for such uses and purposes together with the right to cut, trim, or remove trees, bushes, roots and other obstructions as may be reasonably required incidental to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions, including fences and other structures, shall not be placed in, upon, or over the property within said easement without the prior written consent of the Village and any such obstructions may be removed by the Village. The grades of the subdivided property approved by the Village engineer shall not be altered in any manner by the underlying fee owners so as to interfere with the Village's right, access or ability to place snow and ice upon the Easement Premises.