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THIS DOCUMENT SHOULD BE RETURNED TO:

VILLAGE OF WILMETTE
1200 WILMETTE AVE
WILMETTE, IL 60091
ATTN: CORPORATION COUNSEL



1718806178

Doc# 1718806178 Fee \$46.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/07/2017 02:57 PM PG: 1 OF 5

DECLARATION OF SEWER AGREEMENT

THIS DECLARATION OF SEWER AGREEMENT (the “**Agreement**”) is made as of May 18, 2017 (the “**Effective Date**”), by and between Die rich M. Gross Declaration of Trust dated August 13, 2001 and Erika Gross Declaration of Trust dated August 13, 2001 (collectively the “**Owners**”) and the Village of Wilmette (the “**Village**” and collectively with the Owners the “**Parties**”).

RECITALS

WHEREAS, the Owners hold fee simple title to the real estate commonly known as 769 Michigan Avenue, Wilmette, Illinois 60091 (the “**Property**”) as more thoroughly described on **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Owners have requested certain permit(s) regarding the sewer pipes that connect the house on the Property to the Village’s main sewer line; and

WHEREAS, the Owners acknowledge that the pipes connecting their Property to the Village’s main sewer line are their property and not the property of the Village; and

WHEREAS, the Village does not accept and expressly disclaims any ownership of the sewer pipes connecting the Property to its main sewer line; and

WHEREAS, part of the sewer line does not conform to the Village’s pitch requirements for sewer lines; and

WHEREAS, the Owners and the Village have relied on the statements of American Vintage Home that even with a complete sewer line excavation the pitch issue cannot be corrected; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to the following:

A handwritten signature in black ink, appearing to be the initials 'DM'.

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1. **RECITALS.** The Recitals above are hereby incorporated into this Agreement as if fully set forth herein.
2. **NO VILLAGE MAINTENANCE.** The Parties agree that the Village shall have no maintenance responsibilities for the pipes connecting the Property to the Village's main sewer line, including, but not limited to, repairs or replacements for defective work on the pipes.
3. **WAIVER AND INDEMNIFICATION.** To the fullest extent permitted by law, the Owners, and their successors-in-interest to title, hereby forever waive, relinquish, indemnify, discharge and hold harmless the Village, its elected and unelected officers, officials and employees from any and all claims of every nature whatsoever from damage, loss or injury caused by or resulting from, whether directly or indirectly, the sewer pipes connecting the Property to the Village's main sewer line. The waiver, hold harmless and indemnification described herein will include, to the maximum extent permitted by law, but not be limited to, any sewer flooding or loss in value of the Property that occurs based on the sewer pipes connecting the Property to the Village's main sewer line and this Agreement.
4. **OWNERSHIP OF SEWER PIPES.** The sewer pipes connecting the Property to the Village's main sewer line were, are still and shall forever remain the property of the Owners and their successors-in-interest.
5. **MAINTENANCE BY OWNERS.** As a condition of this Agreement and of granting any permits, the Owners agree to have their pipes serviced, cleaned and maintained regularly and in strict accordance with the recommendations of a professional engineer.
6. **REPLACEMENT OF SEWER PIPES.** The Village retains the right to demand that the Owners replace the sewer pipes connecting the Property to the Village's main sewer line at a future date; provided the Village deliver - via first class mail - notice of such demand to the Property and all required due process be given to the Owners.
7. **RUNS WITH THE LAND.** All provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. For the sake of clarification, the term "Owners" shall include Dietrich M. Gross Declaration of Trust dated August 13, 2001, Erika Gross Declaration of Trust dated August 13, 2001, the heirs and estates of either Dietrich M. Gross or Erika Gross, and the successors-in-interest to title of Dietrich M. Gross Declaration of Trust dated August 13, 2001 and Erika Gross Declaration of Trust dated August 13, 2001.
8. **INVALIDITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be valid and enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.
9. **CONSTRUCTION.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
10. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be deemed an original, and all of which, taken together, shall constitute a single instrument.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first written above.

DIETRICH M. GROSS DECLARATION OF TRUST DATED AUGUST 13, 2001

VILLAGE OF WILMETTE

By: _____
It: Trustee

Brightte Berger
By: **Brightte Berger**
Its: **Engineering & Public Works Director**

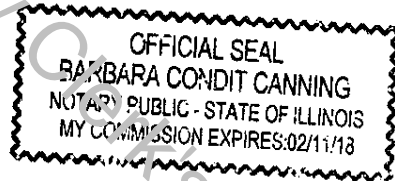
ERIKA GROSS DECLARATION OF TRUST DATED AUGUST 13, 2001

By: _____
It: Trustee

*Signed and sealed before me on the 18th day of
Mar, 2017*

Paul Conrad

Notary

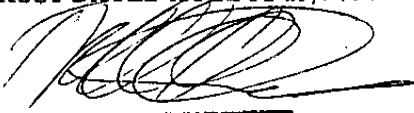


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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first written above.

DIETRICH M. GROSS DECLARATION OF TRUST DATED AUGUST 13, 2001


VILLAGE OF WILMETTE



By: DIETRICH GROSS
It: Trustee

By: **Brigitte Berger**
Its: **Engineering & Public Works Director**

ERIKA GROSS DECLARATION OF TRUST DATED AUGUST 13, 2001



By: ERIKA GROSS
It: Trustee

*Signed and sealed before me this 14th day of
May, 2017*

Barbara Condit Canning
Notary



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EXHIBIT A

THE PROPERTY

LEGAL DESCRIPTION:

LOT 3 IN BLOCK 6 IN INVERNESS, BEING A SUBDIVISION BY THE INVERNESS LAND ASSOCIATION OF BLOCKS 1 TO 8 BOTH INCLUSIVE, AND BLOCKS 11 TO 13 BOTH INCLUSIVE, IN WESTERFIELD'S ADDITION TO WILMETTE, IN COOK COUNTY, ILLINOIS.

PINS: 05-35-105-012-0000

COMMONLY KNOWN AS: 769 Michigan Avenue, Wilmette, IL 60091