

City of Crystal Lake Municipal Utility Maintenance Agreement

This Agreement made as of this ____ day of _____, _____, by and between the City of Crystal Lake, an Illinois municipal corporation, referred to herein as “CITY” and _____, referred herein as “RESPONSIBLE PARTY”, for the property described in **Exhibit A** attached hereto, which is located in the City of Crystal Lake, Illinois (said property hereinafter referred to as “Premises”).

WHEREAS, the term “Municipal Utilities” shall be defined as the following:

1. Water mains and service lines, located in easements designated as Municipal Utility Easements, up to and including the service valve and
2. Sanitary Sewer Mains, located in easements designated as Municipal Utility Easements, up to and including the manhole.

WHEREAS, the CITY is responsible for all Municipal Utilities located in those areas on the RESPONSIBLE PARTY’s Premises outside of dedicated street rights-of-way and within the Municipal Utility Easements.

WHEREAS, the City and the RESPONSIBLE PARTY have held negotiations and reached agreement on the proper role of both parties regarding the maintenance of certain Municipal Utilities. The Municipal Utilities considered for maintenance by the CITY are those located in the portion of the RESPONSIBLE PARTY’s Premises described as the “Municipal Utility Easement” in the Plat of Subdivision or Plat of Easement (hereinafter referred to as the “Easement Document”) and recorded with the Recorder’s Office for the County of McHenry, State of Illinois as Document Number _____.

NOW, THEREFORE, the CITY and RESPONSIBLE PARTY hereby agree to the following terms and conditions:

1. The CITY will maintain those Municipal Utilities described in the Easement Document as Municipal Utility Easement up to and including the shut off valves, the manholes, fire hydrants and the sanitary sewer main, but not including the service connections and laterals (referred to as the "System"). The CITY's duties will include all necessary work up to and including the backfill stage in the event of repair and replacement work on the System.
2. The surface of the Municipal Utility Easement as shown on the Plat may be grass, sod, or pavement only (other minor landscaping as shown on a landscape plan approved by the CITY might be permitted). No fences, trees or structures will be permitted within those areas identified on the Plat for the Municipal Utility Easement.
3. The RESPONSIBLE PARTY will be responsible for prompt, quality restoration of all surface and above-grade improvements meeting or exceeding the original construction requirements of all areas on the RESPONSIBLE PARTY's respective premises damaged by the CITY in the process of repairing, replacing or constructing Municipal Utilities. The CITY agrees to exercise reasonable care in repairs made so as not to cause the RESPONSIBLE PARTY to incur unnecessary damages. Items subject to restoration by the RESPONSIBLE PARTY include but are not limited to the following (whether located in easements or dedicated rights-of-way): private lighting cable or conduits, pavements, curb and gutter, irrigation systems, signs, trees, shrubs, sod or other landscaping.
4. This Agreement is to run with the land and shall be binding upon and inure to the benefit of the RESPONSIBLE PARTY, their successors, and assigns.

Accepted By:
City of Crystal Lake

Accepted By:
Responsible Party

By: _____
(Signature)

By: _____
(Signature)

Date: _____

Date: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____
(Print)

Representing: _____
(Print)

Exhibit A

[Insert Legal Description of Property]