

PERMANENT DRAINAGE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, _____, herein after Grantor, does hereby grant, bargain and convey unto the City of Rock Island, Illinois, a Municipal Corporation, a perpetual right and easement in, upon, along and under that part of the property shown on the plat as attached hereto as Exhibit A, wherein an easement as indicated by dashed lines and shown as "Drainage Easement" is given for purposes of construction and maintenance of a storm water detention/retention basin and all associated storm water infrastructure, intakes, pipes, structures, weirs, inspection ports, pumps, erosion and sediment control devices, etc. for the collection of storm water and its controlled discharge.

The property within said easement may be freely used and enjoyed insofar as such use does not obstruct, retard, alter or adversely affect the integrity nor endanger or interfere with the construction, operation, and maintenance of said storm water detention facility within said easement, nor shall the grade or ground cover of said facilities be substantially altered without the consent of the City of Rock Island.

The City of Rock Island, by provisions contained within a Storm Water Control Ordinance, in full force and effect, has certain rights; including but not limited to right of entry and enforcement actions, all as may be deemed necessary. The easement granted herein is described as follows:

(Enter legal description here)

Grantor understands that Grantor and any successors in interest to the property shown on the plat attached hereto as Exhibit A assumes all responsibility for the maintenance, upkeep, repair or replacement of said Drainage Easement as described herein. It is further understood that the City of Rock Island assumes no actual or financial responsibility for the maintenance, upkeep, repair or replacement of said Drainage Easement. It is further understood that should said Drainage Easement require maintenance, upkeep, repair or replacement and it is determined that after reasonable written notice thereof that Grantor or his successors in interest has failed to take reasonable steps to remedy the situation, then the City of Rock Island may undertake the necessary repairs, upkeep, maintenance, or replacement of said Drainage Easement and all costs including the cost for the design, engineering, repairs, upkeep, maintenance, replacement, collection agency fees, court fees, and attorney fees shall be paid by the Grantor or his successors in interest.

The Grantor does hereby state (he) (she) (they) has (have) the lawful authority to grant said easement.

Signed this _____ day of _____, A.D. 2_____.

State Of Illinois)

County of Rock Island) SS

On this _____ day of _____, A.D. 2____ before me , the undersigned, a
Notary Public in and for said _____ personally appeared to me
known to be the same person named in and who executed the foregoing instrument and
(he) (she) (they) executed the same as (his) or (her).

_____ My commission expires on _____