

**KISHWAUKEE WATER RECLAMATION DISTRICT – LATERAL ASSISTANCE PROGRAM**

**APPLICATION FOR PARTICIPATION AND ACCESS AGREEMENT**

Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

P.I.N. \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

You may obtain the P.I.N. (Permanent Index Number) for your property from your real estate tax bill or at the DeKalb County website: <http://gis.dekalbcounty.org/qtas/COMPASSSearch.asp>

**Description of Problem/Issue (*Required*):**

The above identified Owner(s) desire to participate in the District’s Lateral Assistance Program, have read and understand the Program Requirements and agree(s) to comply and perform all requirements, terms, and conditions stated therein.

In consideration of good and valuable consideration, receipt, and sufficiency of which are hereby expressly acknowledged, the Owner(s) (hereinafter also referred to as “Grantors”), legal owners of the below described property, hereby warrant, grant and convey to the KISHWAUKEE WATER RECLAMATION DISTRICT, a body politic and corporate of DeKalb County, Illinois, (hereinafter referred to as “District”) its engineers, contractors, agents, successors and assigns, the right to inspect, test, measure flows or otherwise monitor each underground private sanitary service the right of access thereto, in, upon, under, over, through and across the land over each private sanitary service from the property line to each building located at the property identified above.

The access for said private sanitary service, herein granted, is subject the following terms and covenants, which the District expressly acknowledges, undertakes, and agrees to fulfill to-wit:

1. The District shall be granted access as reasonably necessary to ensure Grantors’ compliance with the Lateral Assistance Program.
2. All pets shall be confined for the duration of the inspection to an area where pets will not have contact with KWRD personnel.

3. This access shall not unreasonably interfere with the use and enjoyment of the Grantors' property, by the Grantors, their successors, and assigns.
4. In the event that a private sanitary service requires repair, reconstruction, rehabilitation, or replacement, Grantors agree to cooperate with the District to allow reasonable additional access for such work. The responsibility for the repair, reconstruction, rehabilitation, or replacement shall be governed by ordinances of the District in effect as of the date of this Agreement and as subsequently amended from time to time.
5. If the surface of the subject property is disturbed by the District, its engineers, contractors, agents, successors or assigns, at any time, and from time to time, by the inspection, testing, reconstruction, rehabilitation, repair, or replacement in connection with said private sanitary service, the District shall, at its sole cost and expense, repair and restore any disturbed property to substantially the same condition that existed immediately prior to such disturbances, including, without limitation, necessary repairs and replacements of paving and landscaping.
6. Grantors agree that the operation and maintenance of said private sanitary service shall be governed by the ordinances of the District in effect as of the date of this Agreement and as subsequently amended from time to time.

The District, as a condition of rights granted to it by this Agreement, hereby agrees to protect, indemnify and hold the owners of the above-described property harmless from and against any and all claims, demands, causes of action, losses, suits, liabilities, judgements and decrees relating to the use of this Agreement, and the costs and expenses (including attorney's fees) incident to the defense of and by such owners, in any manner caused by, resulting from, growing out of, connected with, or in any way attributable to its use of this Agreement.

"Grantors" when used herein is intended to refer to the holder or holders from time to time of title to the Tract and to any portions thereof. All provisions of this Agreement, including the benefits of burdens, are hereby declared to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, as well as, the future owners of the above-described property. This Agreement will be recorded with the DeKalb County Recorder of Deeds to serve as notice of future owners of the subject property.

For the consideration expressed herein, the District joins in the execution of this document for the purpose of accepting, consenting, and agreeing to the terms and obligations contained in this Agreement.

Owner(s)

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