

**CITY OF GENEVA  
LEAD OR GALVANIZED SERVICE LINE REPLACEMENT PROJECT –  
RELEASE, HOLD HARMLESS, AND  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

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THIS RELEASE, HOLD HARMLESS, AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (hereinafter referred to as the “Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Geneva, an Illinois municipal corporation (hereinafter referred to as the “City”), and \_\_\_\_\_ (hereinafter referred to as the “Owner”).

W I T N E S S E T H

WHEREAS, The State of Illinois adopted the Lead Service Line Replacement and Notification Act in 2021, and the city is now offering a program as the City of Geneva – Lead and Galvanized Service Line Replacement program (hereinafter referred to as the “Project”), under which the City would provide for the replacement of the private portion of lead or galvanized water service pipes at certain properties within the City, the private portion of a water service pipe being that portion of the water service pipe connecting a metered property to the City shutoff valve; and

WHEREAS, the Owner is the owner of certain real property commonly known as <<propertyaddress>>, Geneva, Illinois, and having Parcel Index Number \_\_\_\_\_ (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Owner owns and is responsible for the private portion of the water service pipe connecting the City shutoff valve to the Subject Property (hereinafter referred to as the “Owner’s Service Pipe”); and

WHEREAS, it has been determined that the Owner’s Service Pipe consists of some or all portions containing lead or galvanized pipe; and

WHEREAS, the Owner voluntarily desires to participate in the City's Project and to have the Owner's Service Pipe replaced with copper pipe of a similar capacity; and

WHEREAS, the City has agreed to provide for the replacement of the Owner's Service Pipe under the Project pursuant to the terms and conditions of this Agreement (the replacement of the Owner's Service Pipe is hereinafter referred to as the "Work"); and

WHEREAS, providing for the replacement of the Owner's Service Pipe as described herein will promote the public welfare of the community and pertains to the government and affairs of the City.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are incorporated into this Agreement in their entirety.
2. That the Owner does, as Owner's free and voluntary act, hereby grant to the City a temporary construction easement allowing access over, within, under, along, across, and through the Subject Property for the purpose of replacing the existing Owner's Service Pipe with a new water service pipe (hereinafter referred to as the "Temporary Construction Easement"), together with the right of reasonable ingress and egress to and from the Subject Property with such personnel and equipment as may deemed reasonably necessary in connection with the exercise of the rights granted herein, in the City's sole discretion.
3. The Temporary Construction Easement hereby granted shall begin upon the date of the commencement of construction activities on the Subject Property, and shall terminate either one (1) year from the date of the commencement of construction activities or when the Work on the Subject Property is determined by the City to be complete, whichever is sooner.
4. The City shall have the sole discretion and control over the means, methods, materials,

and techniques with respect to the performance of the Work.

5. That following the performance of the Work and the exercise by the City of any easement rights granted herein, the City shall repair and restore the Subject Property as provided in the paragraph 5, and shall leave the Subject Property and surrounding premises free from debris. The City's repair and restoration of the Subject Property shall be strictly limited to the following items, as determined by the City in its sole discretion: structural repairs to the building foundation or slab pertaining to the installation of the water service; the replacement of any driveway or sidewalk removed or damaged during construction; the installation only of topsoil, grass seed and erosion control blanket on disturbed areas; and the reinstallation of existing fence material. The Owner shall be responsible for all other internal and external private property repairs necessitated by or pertaining to the City's performance of the Work, including without limitation any nonstructural or cosmetic repairs to the interior or exterior of the Subject Property or the structure thereon, as well as the replacement of any landscaping, including without limitation any trees, bushes, or shrubs. Property Owner is responsible for moving, covering, protecting any furniture, floor coverings etc. to facilitate the Work.
6. The Owner understands and agrees that upon completion of the Work the Owner shall own the new water service pipe(s) installed on the Subject Property, and shall have sole and exclusive responsibility for any maintenance, upkeep, repair, or replacement that may be necessary with respect to said water service pipe following the termination of this Agreement, and that following the completion of the Work the City shall have no obligations whatsoever with respect to the same.
7. **Disclaimer of Any Warranties.** Except as expressly provided for and warranted herein, all materials and workmanship provided under this Agreement are provided on an "as is" basis, and the City expressly disclaims any other representations or warranties, whether express, implied, or statutory, including, without limitation, any warranty as to the value, design, condition, merchantability or fitness for a particular purpose. The City has made NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN, OR CONDITION, OR THE MERCHANTABILITY OF THE WATER SERVICE PIPE REPLACEMENT WORK OR ITS FITNESS FOR ANY

PARTICULAR PURPOSE, OR THE QUALITY OR CAPACITY OF THE MATERIALS OR WORKMANSHIP IN THE WATER SERVICE PIPE

REPLACEMENT WORK. A one-year warranty period shall commence upon the date the private water service line is installed and connected to the plumbing inside the property.

8. **Release, Hold Harmless, and Limitation of Damages.** Anything to the contrary in this Agreement notwithstanding, the Owner shall to the fullest extent permitted by law release and hold harmless the City, its officials, employees, agents and all other related organizations and persons from all loss, cost, claims, damages, expenses of whatever kind (including, without limitation, reasonable attorney's fees and disbursements of the City's counsel, whether in-house staff, retained firms, or otherwise), arising out of any liability, or claim of liability for any injury or damage to persons or property claimed to have been sustained by anyone whomsoever by reason of the Work to be performed on the Subject Property, or for any claim of defective work, or other damage, injury, and/or loss on account of any act or omission in the performance of the Work, or otherwise arising out of or in connection with this Agreement. In no event shall the City be liable for monetary damages to the Owner for any reason, including, but not limited to, compensatory, consequential, incidental, indirect, special, or punitive damages, or attorney's fees, regardless of the nature of the claim, including, without limitation, costs of delay, failure of delivery, interruption of service, or liabilities to third parties arising from any source, even if the City has been advised of the possibility of such damages. The release, hold harmless, and limitation upon damages and claims is intended to apply without regard to whether any other provisions of this Agreement have been breached or have proven ineffective. The provisions of this paragraph shall survive any termination and/or expiration of this Agreement.
9. Any other provisions of this Agreement notwithstanding, the Owner agrees and acknowledges that the City is not, nor shall it be considered to be, the Owner's contractor or agent for any purposes, including but not limited to with respect to providing for the performance of the Work provided for herein.
10. Owner shall have and retain all rights to use and occupy the Subject Property except as otherwise herein expressly granted; provided, however, that Owner's use and occupation

of the Subject Property may not interfere with the City's use of the Subject Property for the purposes herein described.

11. This Agreement shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors, and assigns of Owner.
12. That the City agrees to indemnify and hold harmless the Owner from any and all liens placed against the Subject Property arising from said construction activities.
13. That no amendment, revision or modification hereof shall be effective unless it is in writing and signed by all parties hereto.
14. That this Agreement constitutes the entire agreement between the parties and is intended as a complete and exclusive statement of the terms of the parties agreement, and it supersedes all prior and concurrent promises, representations, proposals, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No amendment, revision, or modification hereof shall be effective unless it is in writing and signed by all parties hereto.
15. This Agreement may be executed electronically, and any signed copy of this Agreement transmitted by fax machine, e-mail, or other electronic means shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted electronically or by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such, electronic, faxed, or e-mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any electronic copy of this Agreement shall be re-executed by the parties in an original form. No party to this Agreement shall raise the signature of this Agreement through electronic means or the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.
16. That this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of Kane County, Illinois. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

17. That the City may utilize the services of third party contractors, employees or other agents to perform the Work on the Subject Property.
18. That the Owner hereby covenants and warrants to the City that the Owner is the free simple title holder of the Subject Property and that Owner has the full power and authority to enter into and make the grant of easement as provided herein.

**I, the Owner, have read this instrument and understand all of its terms and provisions, and I execute the same voluntarily and with full knowledge of its significance.**

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement on the date and year first written above.

CITY OF GENEVA:

OWNER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_