

**Board of Trustees**  
Wallace D. Van Buren  
*President*  
Amy E. Sejnost  
*Vice President*  
Paul W. Coultrap  
*Clerk*



**General Manager**  
Amy R. Underwood

**Legal Counsel**  
Michael G. Philipp

2710 Curtiss Street  
P.O. Box 1412  
Downers Grove, IL 60515-0703  
Phone: 630-969-0664  
Fax: 630-969-0827  
[www.dgsd.org](http://www.dgsd.org)

*Providing a Better Environment for South Central DuPage County*

## **DOWNERS GROVE SANITARY DISTRICT**

### **PRIVATE PROPERTY INFILTRATION AND INFLOW REMOVAL PROGRAM**

In order to address continuing sewer backup and manhole overflow problems, the District has implemented a comprehensive infiltration and inflow removal and sewer system rehabilitation policy. One important part of this policy is the Private Property Infiltration and Inflow Removal Program. The majority of infiltration and inflow (I/I) comes from private property. District ordinances prohibit all sources of I/I from private property. If I/I sources are located on private property, the District will provide assistance and work with the property owner to determine the most feasible methods of removing the sources of I/I, obtain proposals from contractors for completion of the work and inspect the work. The District will provide financial assistance by paying for the costs of identifying and removing all eligible I/I sources. The following materials regarding this program are attached.

- Program Summary
- Program Requirements
- Application for Participation
- Agreement for Private Property Infiltration and Inflow Removal
- Building Sanitary Service Access Agreement

After review of the enclosed material, please contact our office if you have any questions or need any additional information. The program information is also available on the District website.

## **DOWNERS GROVE SANITARY DISTRICT PRIVATE PROPERTY INFILTRATION AND INFLOW REMOVAL PROGRAM**

In order to address continuing sewer backup and manhole overflow problems, the District adopted a comprehensive infiltration and inflow removal and sewer system rehabilitation policy. One important part of this policy, the Private Property Infiltration and Inflow Removal Program, was recently adopted. To understand the significance of this Program and the need for citizen participation and cooperation, the following information is provided.

### **Sanitary Sewer System**

The sanitary sewer system consists of both a public portion and a private portion. The public portion includes sanitary sewer lines and manholes, located in the public right-of-way, which collect and transport wastewater to the District wastewater treatment center. The private portion includes homes and businesses and building sanitary services which receive the wastewater from a home or business and connect to the public sanitary sewer. The sanitary sewer system is designed to receive only wastewater, not storm water or ground water.

### **Infiltration and Inflow**

Infiltration and inflow, commonly referred to as I/I, is storm water or ground water that enters the sanitary sewer system from any source on either the public portion, a building sanitary service, or within a building.

### **Problems Caused by Infiltration and Inflow**

High levels of I/I overload the sanitary sewer system in a significant way. Normal flows to the Wastewater Treatment Center during dry weather average 8 million gallons per day. During significant rainfall or snow melt, I/I results in these flows reaching peak rates in excess of 80 million gallons per day, ten times the dry weather flow. This excess flow is responsible for sanitary sewer backups into homes and businesses, manhole overflows, and increased costs required for treatment of flows which would otherwise be runoff into the ground or storm sewers.

### **Reducing Infiltration and Inflow**

To make significant reductions in I/I, the problem must be addressed by removing sources from both the public portion and the private portion of the system. To reduce I/I from sources in the public sanitary sewers, the District has an ongoing aggressive program for maintenance, rehabilitation and repair. This work includes televising and cleaning of the sanitary sewers, flow monitoring, smoke testing, flood testing, manhole repairs and rehabilitation, sewer lining and sewer replacement projects.

The majority of infiltration and inflow comes from private property. District ordinances prohibit all sources of I/I from private property. To address these sources of I/I, for many years, the District has conducted building inspections to identify and require correction of any downspout

or sump pump connection which contributed I/I. Other major sources of I/I from private property include direct footing drain connections, indirect footing drain connections, roof drains, driveway drains, area drains, patio or yard drains, leaking sanitary or ejector sump pits, leaks in subsurface sanitary waste piping or the building sanitary service, etc. The District must now identify and correct these I/I sources. These sources were not addressed in previous inspections of buildings because of the cost of identification and correction. The Private Property Infiltration and Inflow Removal Program has been implemented to address these I/I sources.

### **Selection of Areas for the Private Property Infiltration and Inflow Removal Program**

In order to determine the extent of I/I, intensive flow monitoring is performed on the sanitary sewer system. This flow monitoring allows the volume of infiltration and inflow to be determined by area. Those areas with the largest volumes of I/I are selected for rehabilitation which will include the Private Property Infiltration and Inflow Removal Program. After rehabilitation, flow monitoring is used to evaluate the effectiveness of the rehabilitation efforts in reducing I/I. Your area has been selected for this Program.

### **Identification of sources of I/I**

Generally, one inspection is needed to identify any sources of storm water or ground water discharges from private property. The inspection is an investigation of the plumbing system in the basement or crawlspace and the area around the outside of the building. It involves inserting a small television camera into the building sanitary service pipe from inside the building and possibly injecting water into the ground in the area over this pipe on the outside of the building to identify and locate any leaks. This inspection can take from one to two hours, depending upon individual conditions. There is no charge for this inspection.

### **Removal of I/I sources**

The District will provide assistance and work with the homeowner to determine the most feasible methods of removing the sources of I/I, obtain proposals from contractors for completion of the work and inspect the work. The District will provide financial assistance by paying for the costs of identifying and removing all eligible I/I sources. Eligible I/I sources include installation of storm water sump pits, pumps and piping; repair, rehabilitation or replacement of subsurface sanitary waste piping or the building sanitary service; and reasonable restoration. The installation of a footing tile drainage system or the disconnection of downspout or sump pump connections is not eligible.

If I/I sources are located, the District will provide the building owner with the detailed Program Requirements. The detailed Program Requirements can also be obtained at any time by calling the District office.

The financial assistance is being provided by the District to recognize that the removal of I/I from the sanitary sewer system benefits all users of the system and, therefore, the costs of this removal should be paid by all users as a system cost. The Program also provides a mechanism to insure that the work is performed cost effectively and in a manner which protects the integrity of the sanitary sewer system.

## **Compliance with the Program**

Your home or building may have been inspected by the District in the past. These prior inspections identified only those sources of I/I which could be readily identified by a visual inspection and did not involve the testing and television inspection elements of the new Program. We are appreciative of this past cooperation.

The District is hopeful that all property owners will cooperate in this important and necessary new Program. The District will make every effort to work with the property owner to accomplish the goal of significant I/I removal. It is important to note that District ordinances require compliance with the Program. Storm water or ground water connections to the sanitary sewer, if found, must be eliminated. A schedule for compliance will be implemented for any property owner who fails to schedule inspections or follow through with corrections.

Your cooperation and assistance in this Program are crucial to the success of this extraordinary effort to eliminate sanitary sewer backups into homes and businesses and manhole overflows.

If you have any questions or would like any additional information, please feel free to contact the District office at 969-0664. The office is open Monday through Friday, 8:00 a.m. to 4:30 p.m.

APPROVED MAY 2001  
REVISED OCTOBER 2001  
REVISED JANUARY 2006

DOWNERS GROVE SANITARY DISTRICT  
PRIVATE PROPERTY INFILTRATION AND INFLOW REMOVAL PROGRAM

PROGRAM REQUIREMENTS

BACKGROUND

District ordinances prohibit the discharge of any stormwater, surface water, ground water, roof runoff water, subsurface drainage, runoff water from ground or paved areas, cistern overflow or any flows other than wastewater into the District sanitary sewer system. These flows, referred to as infiltration and inflow or I/I, overload the sanitary system, resulting in the backup of raw sewage into basements and the overflow of raw sewage from manholes. Infiltration and inflow (I/I) can be contributed from private property through direct footing drain connections, indirect footing drain connections, sump pumps, downspouts or roof drains, driveway drains, area drains, patio or yard drains, leaking sanitary or ejector sump pits, leaks in subsurface sanitary waste piping or the building sanitary service, etc. In 1973, the District began inspecting buildings to identify downspout and sump pump connections which contributed I/I to the sanitary sewer system. Property owners were requested to correct any downspout or sump pump connection which contributed I/I and these corrections have been completed at the property owner's expense. A copy is attached of those sections of District ordinances which prohibit the discharge of I/I into the sanitary sewer system, provide for District inspections to identify such sources and require the correction of any such illegal connections.

Unfortunately, the District sanitary sewer system continues to receive high levels of I/I. Normal flows to the District Wastewater Treatment Center during dry weather average 8 million gallons per day. During significant rainfall or snow melting events, these flows reach peak flow rates in excess of 80 million gallons per day. The majority of these I/I flows are coming from private property. As a result, in order to reduce I/I, the District must now identify and correct the remaining I/I sources, such as direct footing drain connections, indirect footing drain connections, driveway drains, area, patio or yard drains, and leaks in subsurface sanitary waste piping or the building sanitary service. These sources have not previously been addressed because of the cost of identification and correction. The District developed this Private Property Infiltration and Inflow Removal Program to address these I/I sources.

PROGRAM REQUIREMENTS

The District will provide assistance to property owners to identify and remove infiltration and inflow sources located on their property as detailed in this program. This program is being implemented to recognize that the removal of infiltration and inflow from the District sanitary sewer system benefits all users of the system and, therefore, the costs of this removal should be borne by all users as a system cost. This program will also provide a mechanism to insure that this work is performed properly and in a manner which protects the integrity of the District sanitary sewer system.

The District has determined that certain requirements for the Private Property Infiltration and Inflow Removal Program are necessary to protect the integrity of such a program and the financial well being of the District.

A private property infiltration and inflow removal assistance program is hereby implemented under the following conditions and requirements:

- 1) The following I/I sources are eligible for removal under this program: direct footing drain connections, indirect footing drain connections, driveway drains, area drains, patio or yard drains, leaking plumbing waste lines, or leaks in subsurface sanitary waste piping or the building sanitary service. The following I/I sources are not eligible for removal under this program and must be removed at the owner's sole expense: sump pumps, downspouts, or roof drains.
- 2) This program applies to all buildings connected to the Downers Grove Sanitary District sanitary sewer system which meet one of the following criteria:
  - a) Building is located within an area selected by the District for infiltration and inflow removal.
  - b) Building owner has applied for the District Cost Reimbursement Program for the Installation of Overhead Sewers or Backflow Prevention Devices.
- 3) This program shall be effective June 4, 2001.
- 4) The program will be evaluated annually and the District may change or eliminate the program.
- 5) This program is limited to funds budgeted for the program. Funding levels may be changed or eliminated based on the District's annual review of the program.
- 6) Prioritization of applications shall be at the sole discretion of the District. For purposes of prioritizing applications, the District may consider the severity of the I/I flows, costs for corrective measures, time constraints, and such other considerations as the District deems necessary.
- 7) An owner desiring to participate in this program must sign an Agreement for Private Property Infiltration and Inflow Removal (hereinafter referred to as the "Program Agreement") and a Building Sanitary Service Access Agreement (hereinafter referred to as the "Access Agreement"). Said Program Agreement shall include, among other items, a clause whereby the Owner releases and waives any claim of liability against the District from any consequence of their participation in the program including, the District's determination of corrective actions, selection of the contractor to be utilized, implementation and completion of the corrective action, or the owner's eligibility, participation or funding priority in this program.

- 8) The District will pay for the costs of identifying and removing all eligible I/I sources, including testing; televising; installation of storm water sump pits, pumps and piping; disconnection of existing drains from the sanitary sewer and connection to a storm water sump or piping; repair, rehabilitation or replacement of subsurface sanitary waste piping or the building sanitary service, and reasonable restoration. The installation of a footing tile drainage system is not eligible for assistance under this program.
- 9) The property owner retains ownership and operation, maintenance and replacement responsibility for all sump pumps, piping, connections and appurtenances which may be installed under this program. Nothing contained in this program shall transfer ownership or operation, maintenance or replacement responsibility for these facilities to the District.
- 10) The property owner retains ownership and maintenance responsibilities for the building sanitary service serving the subject property and nothing contained in this program shall transfer ownership or maintenance responsibilities of the building sanitary service to the District.
- 11) The District's assistance is limited to the actual costs incurred for the eligible work contained in this program.
- 12) This program includes the following steps:
  - a) Letter is sent to property owner explaining the program and requesting that the owner schedule the preliminary inspection of the building.
  - b) District personnel conduct preliminary inspection of building, take measurements, interview owner, complete inspection form, and take photos or videos, as appropriate. District schedules date for second inspection with the owner.
  - c) District conducts second inspection including televising and locating all subsurface sanitary waste piping and the building sanitary service, dye testing all outside drains and any suspect downspouts, and performing flood and/or dye test to ascertain leaks and footing tile.
  - d) Based upon review of all data, the I/I quantity from each source is estimated and a cost-effective rehabilitation method is developed by the District.
  - e) The District provides the owner with written findings of the inspections, the recommended rehabilitation method(s) and the eligibility of these methods under this program. These items are reviewed and discussed with the owner during a follow-up site visit.

- f) The District schedules site visits with the owner and appropriate contractors to review the proposed work and to assist the contractors in the preparation of proposals for the completion of the recommended repairs.
  - g) The District receives proposals from contractors, evaluates each proposal and selects the lowest, responsible proposals for the work.
  - h) The District prepares and sends to the property owner for signature the Program Agreement and the Access Agreement.
  - i) The property owner signs and returns to the District the Program Agreement and the Access Agreement. The District schedules the work with the owner and the contractors.
  - j) The contractors complete the work. The District inspects the work and performs any appropriate testing. The Village also inspects the work.
  - k) Upon acceptance, the District pays the contractors for the work.
- 13) The General Manager may, in his discretion, provide a waiver of those program requirements listed above which he deems appropriate based on his evaluation of the individual circumstances.
- 14) The District shall have the sole authority to determine eligibility for participation, prioritization of requests and compliance with all requirements for the program and District ordinances.
- 15) If a building sanitary service is rehabilitated, repaired or replaced under this program and the existing building is subsequently demolished and a new building is constructed, a service reimbursement charge may be applied if a portion of a District-built building sanitary service is reused, eliminating the need to completely remove and replace the existing service.



## EXCERPT FROM DISTRICT ORDINANCES

### ARTICLE II - USE OF PUBLIC SEWERS

Section 4. No person shall discharge or cause to be discharged into the sanitary sewer system any storm water, surface water, ground water, roof runoff water, subsurface drainage, runoff water from ground or paved areas, cistern overflow or water from air conditioning systems, industrial cooling operations, or any flows other than wastewater.

Section 4.1. The proper maintenance and operation of a building sanitary service to and including the point of connection (such as a wye, tee or break-in connection) to the public sanitary sewer shall be the responsibility of the owner of the premises served by said building sanitary service. Maintenance means keeping the building sanitary service in satisfactory working condition and a good state of repair (including but not limited to preventing any obstruction or extraneous material or flows from entering said facilities, protecting said facilities from any damage and keeping same free from defects or malfunctions), and making necessary provisions and taking necessary precautions to assure that said sanitary sewer facilities are at all times capable of satisfactorily performing the services and adequately discharging the functions and producing the final results and purposes said facilities are intended to perform, discharge or produce. The District may, in its sole discretion, make repairs to any portion of a building sanitary service located within a public right-of-way or public easement which is found during District investigations to allow the entry of extraneous materials or flows into the public sanitary sewer or to pose a health or safety hazard to the general public and the District may seek reimbursement for the costs of any such repairs from the owner of the premises served by said building sanitary service.

Section 4.2. All downspouts or roof drains shall discharge onto the ground or be connected to storm sewers, drainage ditches or storm drainage systems. Footing drains shall be connected to sump pumps and discharge shall be made into storm sewers, drainage ditches or storm drainage systems. Sump pumps installed to receive and discharge ground waters or other storm water shall be connected to storm sewers or discharge onto the ground or into a drainage ditch or storm drainage system through a rigid discharge pipe, without any valving or quick connections for altering the path of discharge. Sump pumps installed to receive and discharge floor drain flow, laundry tubs or other wastewater shall be connected to the sanitary sewers pursuant to this ordinance. A sump pump shall be used for one function only, either the discharge of storm waters or the discharge of wastewater.

Section 4.3. The Manager shall cause to be made periodic visual outside inspections of all properties within the District, with specific attention to downspouts, roof drains and other visible or outside connections and shall request the property owner or property occupant to permit entry into the premises for the making of additional inspection of the premises to ascertain if illegal connections are present. Upon completion of the visual outside and inside inspection, the Manager will advise the property owner, in writing, if any illegal connections are observed, and will advise on the matter of corrections for compliance with the provisions of this ordinance. If corrections are to be made, the District will, at no expense to the owner, make further inspection of the corrections to insure compliance with this ordinance.

Section 4.4. If entrance to property is denied an employee or agent of the District, the Manager shall serve notice requiring, within a period of 30 days, a written affidavit by a Licensed Professional Engineer that the sanitary sewer system of the subject property complies in all respects to the requirements and specifications of this ordinance and that no storm water, surface water, ground water, roof runoff water, subsurface drainage, runoff water from ground or paved areas, cistern overflow or water from air conditioning systems, industrial cooling operations, or any flows other than wastewater are discharged into the sanitary sewer system from the subject property. In the event the property owner fails to provide the aforementioned affidavit within 30 days, the Manager shall commence action to terminate sanitary sewer service to the property remaining in noncompliance.

Section 4.5. In the event any property is in noncompliance with the provisions of Subsection 4.3 or 4.4 after the 30 day notice, that property shall be deemed continuing in noncompliance until there is paid to the District a sum in United States currency equal to all costs incurred by the District, including but not limited to clerical costs, mailing costs, service fees, attorneys fees, court costs, and all other reasonable fees and expenses incurred in commencing action to terminate the sanitary sewer service to the property or in terminating or restoring sanitary sewer service to the property in noncompliance.

Section 4.6. In addition to visual inspections on the outside and inside of the premises, the District may make other lawful tests and inspections of the sanitary sewer system as it deems necessary in order to locate such illegal connections and sources of extraneous flows as may exist. The District, at its option, may also invoke other legal powers vested in it or implied by the Illinois Compiled Statutes for the protection of the health and welfare of the public, and institute such legal action as it deems necessary to discover and order the disconnection of any illegal connections that may exist.

APPLICATION FOR PARTICIPATION IN  
DOWNERS GROVE SANITARY DISTRICT  
PRIVATE PROPERTY INFILTRATION AND INFLOW REMOVAL PROGRAM

I/We hereby request participation in the Downers Grove Sanitary District Private Property Infiltration and Inflow Removal Program, hereinafter called the "Program."

I/We own, and this Application is for, the following described property:

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

Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parcel Number (P.I.N.): \_\_\_\_\_ (You may obtain the Parcel  
Number (P.I.N.) for your property from your real estate tax bill.)

I/We have received a copy of the Program Requirements for the Private Property Infiltration and Inflow Removal Program attached to and made a part of this Application.

I/We agree to allow the Downers Grove Sanitary District or its representatives to make any and all inspections and testing as detailed in the Program Requirements.

I/We have received sample copies of the Agreement for Private Property Infiltration and Inflow Removal and the Building Sanitary Service Access Agreement and understand that said Agreements must be signed in order to participate in the Program.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OWNER(S)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

**NOTE: If this property is held in a trust or the owner is a corporate entity, please contact Kim Giardini at 630-969-0664 to obtain a form to provide required additional information. The above mentioned Program and Access Agreements cannot be prepared without this additional information.**

**SAMPLE - DO NOT SIGN AT THIS TIME**

**AGREEMENT  
FOR PRIVATE PROPERTY INFILTRATION AND INFLOW REMOVAL PROGRAM**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Downers Grove Sanitary District ("District") and \_\_\_\_\_ ("Owners") of the premises located at:

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

Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Whereas, the District has a program for the removal of infiltration and inflow sources on private property, and

Whereas, the District has conducted an evaluation of the property described above, including appropriate tests and inspections, in accordance with District ordinances, and

Whereas, the Owners and the District agree that there are connections on the subject property which discharge storm water, surface water or ground water into the sanitary sewer system of the District, and

Whereas, the Owners and the District desire to correct such illegal connections in accordance with the District's Private Property Infiltration and Inflow Removal Program ("Program").

Now, therefore, in consideration of the mutual covenants contained herein, the District and the Owners hereby agree to the following terms and conditions:

- 1) Owners have read and understand the program requirements attached to and made a part of this agreement.
- 2) The Owners agree to allow District employees, engineers, contractors and agents reasonable access to the subject property for the completion of all work required under the Program.
- 3) Upon compliance of Owners with all terms and conditions as stated in the program requirements, the District agrees to pay for all eligible work required under the Program.

- 4) The Owners agree that if they fail to comply with all terms and conditions as stated in the program requirements, they shall be liable to the District for any and all costs incurred by the District for any work performed at the subject premises in the course of correcting illegal connections.
- 5) The Owners agree to retain ownership and operation, maintenance and replacement responsibility for all sump pumps, piping, connections and appurtenances which may be installed under this program and nothing contained herein shall transfer ownership or operation, maintenance or replacement responsibility for these facilities to the District.
- 6) The Owners agree to retain ownership and maintenance responsibilities for the building sanitary service serving the subject property and nothing contained herein shall transfer ownership or maintenance responsibilities of the building sanitary service to the District.
- 7) Owners agree to release and waive any claim, suit or liability and to indemnify and hold harmless the Downers Grove Sanitary District, its trustees, officers, employees, engineers and agents, from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with the undersigned's participation in this program. This covenant shall include, but not be limited to, any consequence of the inspection of the premises, selection of the system installed or the contractor utilized, installation of the system, operation, maintenance or failure of the system once it is installed, or eligibility for, participation in or funding priority in the Program.
- 8) Owners state that they are the owners of the premises listed above and that they have read and understand this Agreement.

DOWNERS GROVE SANITARY DISTRICT

OWNER(S)

\_\_\_\_\_  
Lawrence C. Cox, General Manager

\_\_\_\_\_  
\_\_\_\_\_

**SAMPLE - DO NOT SIGN AT THIS TIME**

PREPARED BY:  
Clay Campbell, Attorney at Law  
2710 Curtiss Street  
Downers Grove, IL 60515

**SAMPLE – DO NOT SIGN AT THIS TIME**

**BUILDING SANITARY SERVICE ACCESS AGREEMENT**

In consideration of good and valuable consideration, receipt and sufficiency of which are hereby expressly acknowledged, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as "Grantors"), legal owners of the below described property, hereby warrant, grant and convey to the DOWNERS GROVE SANITARY DISTRICT, a body politic and corporate of DuPage 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 building sanitary service and the right of access thereto, in, upon, under, over, through and across the land over each building sanitary service from the property line to each building located on the following described property:

Legal Description: \_\_\_\_\_

\_\_\_\_\_

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

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

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

1. This access shall not unreasonably interfere with the use and enjoyment of the Grantors' property, by the Grantors, their successors and assigns.

2. In the event that a building 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.
3. 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 building 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 replacement of paving and landscaping.
4. Grantors agree that the operation and maintenance of said building sanitary service 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.

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" do hereby warrant that they are the legal owners of the above described property. "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 DuPage County Recorder of Deeds to serve as notice to future owners of the subject property.

