

THIS INSTRUMENT PREPARED  
BY, AND AFTER RECORDING,  
PLEASE RETURN TO:

Barbara A. Adams  
Donahue & Rose, P.C.  
9501 West Devon Ave. Suite 702  
Rosemont, Illinois 60018

(The Above Space for Recorder's Use Only)

AGREEMENT FOR CONSTRUCTION EASEMENTS  
FOR  
DURKIN PARK

This Easement Agreement ("Agreement") is entered into as of this \_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between the CHICAGO PARK DISTRICT, a body politic and unit of local government ("District"), and the CITY OF JOLIET, an Illinois municipal corporation and home rule unit of government ("Joliet"). The District and Joliet are sometimes referred to herein jointly as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the District is the operator of Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652; and

WHEREAS, pursuant to an Intergovernmental Agreement dated July 30, 2021 (the "IGA") by and between the District and the City of Chicago ("Chicago"), the District has previously conveyed approximately 87,500 square feet of land legally described and depicted in Exhibit 1 attached hereto ("Permanent Easement Area") to Chicago for the construction and operation of that certain suction well to be installed as an underground tank in the Permanent Easement Area and including all underground and above-ground structures and appurtenances necessary for the operation and maintenance of said suction well, which will be used to supply water to Joliet and any regional commission or similar body which may succeed Joliet with respect to such water supply (collectively, the "Suction Well"), all as depicted in Exhibit 3 attached hereto; and

WHEREAS, pursuant to that certain Easement Agreement for Durkin Park between Chicago and Joliet dated concurrently with this Agreement ("Permanent Easement Agreement"), Joliet shall use the Permanent Easement Area for the construction, operation, maintenance and

repair of the Suction Well and for construction activities during the initial construction of the remaining portion of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure (collectively, the “Permanent Easement Use”) pursuant to this Agreement and that certain water supply agreement between Chicago and Joliet dated \_\_\_\_\_, 2023 (the “Water Supply Agreement”). Capitalized terms not defined in this Agreement shall have the meanings set forth in the Water Supply Agreement; and

WHEREAS, Chicago and the District have entered into a lease dated concurrently with this Agreement (“Lease”), which Lease or a memorandum thereof may be recorded with the Office of the Cook County Clerk, pursuant to which the District will use the surface of the Permanent Easement Area for normal active and passive sports and public recreational use as part of the larger Durkin Park; and

WHEREAS, the District is the owner of the remainder of Durkin Park other than the Permanent Easement Area; and

WHEREAS, pursuant to the IGA, the District has agreed to grant to Joliet temporary easements for construction purposes, which will be (i) on three (3) portions of Durkin Park for use in connection with the initial construction of the Suction Well, the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure (“Initial Construction Use”), as described and depicted on Exhibit 2 to this Agreement and known as TE-1, TE-2 and TE-3 (each an “Easement” and collectively the “Easements”, and the real estate area within each Easement referred to as an Easement Area and collectively the “Easement Areas”) and (ii) on each of Easement TE-1 and Easement TE-2 for the purposes of Future Maintenance and Repair (as defined below) of the Suction Well and Emergency Actions (as defined below); and

WHEREAS, the Permanent Easement Area and Easement TE-3 are directly adjacent on the west to Chicago-owned property located at 8422 South Kedvale Avenue a/k/a 8405 S. Keeler Avenue, Chicago, Illinois 60652 (PIN 19-34-412-011-0000), which is the site of Chicago Department of Water Management’s Southwest Pumping Station (“Station”); and

WHEREAS, pursuant to the Water Supply Agreement, upon completion of construction of the Suction Well and construction activities during the initial construction of the remaining portion of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, Joliet shall at its sole cost and expense restore the surface (i.e., at grade) of the Easement Area (the “Surface Easement Area”) in a manner similar to the restoration of the Permanent Easement Area as a natural grass turf surface or any other improvement on the Permanent Easement Area and the Easement Areas as is mutually agreed pursuant to the terms of the Permanent Easement Agreement and which is consistent with normal active and passive sports and recreational usage. Upon acceptance of this restoration of this Surface Easement Area by the District with the concurrence of Chicago, the District’s use of the Easement Areas for normal active and passive sports and recreational usage shall no longer be suspended, and Joliet shall have the right to use the Surface Easement Area for the Permitted Use from time to time;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

2. Grant of Easements. Subject to the terms and conditions of this Agreement, the District hereby grants to Joliet (a) temporary easements for the Initial Construction Use on and under Easement TE-1, Easement TE-2 and Easement TE-3 and (b) temporary easements for Future Maintenance and Repair and Emergency Actions on and under Easement TE-1 and Easement TE-2, which uses Joliet shall undertake at Joliet's sole cost and expense. The Initial Construction Use, Future Maintenance and Repair, and Emergency Actions are sometimes collectively referred to in this Agreement as the "Permitted Use".

3. Terms. The following terms and conditions apply to the Easements:

(a) Each of the Easements is an easement appurtenant in favor of Joliet.

(b) This Agreement commences on the date hereof and is coterminous with the Water Supply Agreement. The "Term" of this Agreement shall be the date on which the Agreement commences through the date on which it expires, unless terminated earlier in accordance with its terms. If disposition of the Suction Well is required following the termination of the Water Supply Agreement, then the termination date of the Easement shall be extended by mutual agreement of the Parties for the purpose of performing such disposition as required by Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement.

(c) Joliet represents and warrants to the District that its contractors are and shall be licensed, as applicable, to perform the Permitted Use from time to time when using one or more of the Easements.

(d) Compensation. Within thirty (30) days after the Effective Date, Joliet will pay to Chicago the dollar amounts set forth in Exhibit 4 attached hereto, which represents the Parties' determination of the value of the Easements plus an additional amount paid by Joliet to the District pursuant to the IGA in recognition of the disruption of the use of the southern portion of Durkin Park, in particular the Permanent Easement Area and the Easement Areas, which amount the District will use to construct improvements at other District locations in the area (which may include other portions of Durkin Park not part of the Permanent Easement Area or the Easement Areas) to accommodate increased demand due to the unavailability of the Permanent Easement Area and the Easement Areas.

(e) Any adjustments to (i) the dates set forth for the Easements in Exhibit 4 due to changes in the construction schedule for the Chicago New Water Supply Infrastructure and the Joliet New Water Supply Infrastructure or (ii) the land area included within any of the Easements, may be mutually agreed by the Parties. To the extent that such changes increase or decrease the actual duration of Joliet's use of any of the Easements, or increase or decrease the land area of any of the Easements, the Parties will adjust the amount of compensation paid by Joliet for the affected Easements.

(f) Access Requirements.

i. For the Initial Construction Use, Joliet must notify the District's Department of Planning and Construction, or any successor department, of same prior to the commencement of work, and must comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District, and not unreasonably withheld or delayed. The District agrees that during the period of Initial Construction Use, the District's use of the Easement Areas will be suspended under the Lease until the completion of restoration under Section 8(a) of this Agreement.

ii. For the purposes of this Agreement, the following terms shall have the following meanings:

"Future Maintenance and Repair" means planned activities requiring use of an Easement Area that would prevent park uses, which are (1) disturbing soils in the Easement Area, (2) bringing in heavy equipment or (3) securing all or a portion of the Easement Area in order for maintenance and repair to be done; and

"Emergency Action" means any work that results from unplanned events that require prompt or immediate action to protect the Joliet New Water Supply Infrastructure or the water supply, or property or persons within Durkin Park or the Southwest Pump Station Site and the immediate vicinity.

"Normal Operations" means water system operational and maintenance activities, other than Future Maintenance and Repair.

iii. If Joliet plans to perform "Future Maintenance and Repair," Joliet must notify the District's Department of Planning and Construction, or any successor department, of same prior to the commencement of work, and must comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District, and not unreasonably withheld or delayed. During the period of any such work, the District's use of the Easement Areas on which the work will be performed will be suspended until the completion of restoration under Section 8(b) of this Agreement.

iv. Joliet must notify the District as soon as practicable of any "Emergency Action." In addition, Joliet must, as soon as practicable, but in no event more than 24 hours after the commencement of the Emergency Action, comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District, and not unreasonably withheld or delayed. During the period of any such work, the District's use of the Easement Areas on which the work will be performed will be suspended until the completion of restoration under Section 8(b) of this Agreement.

v. Joliet will not use the Easement Areas for Normal Operations without prior notice to and consent from the District.

4. Joliet's Obligations.

(a) Prior to the commencement of construction or of any alterations to the Easement Areas, Joliet has agreed to provide proposed plans and specifications to Chicago for design review as provided in Articles 8 and 15 of the Water Supply Agreement. In the Permanent Easement Agreement, Chicago has agreed to involve the District in Chicago's design review of proposed plans and specifications for proposed work on the Permanent Easement Area and the Easement Areas and the District will participate in such review. As provided in Articles 8 and 15 thereof, any such alterations shall be designed and constructed in compliance with all applicable Laws in effect at the time. For purposes of this Agreement, "Law" means any order, writ, injunction, decree, judgment, law, ordinance, decision, principle of common law, opinion, ruling, policy, statute, code, rule, or regulation of any Governmental Authority. "Governmental Authority" means any court, federal, state, or local government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority.

(b) During the initial construction of the Joliet New Water Supply Infrastructure or the Chicago New Water Supply Infrastructure (other than the Tunnel Connection), Joliet shall be responsible for all activities relating to such initial construction as required of Joliet as provided in Section 8 of the Water Supply Agreement.

(c) Joliet, at its sole cost and expense, shall secure all necessary permits and approvals for the Permitted Use, and provide all legally required public notices, if any, for the Permitted Use in accordance with the requirements of the Water Supply Agreement.

(d) Joliet and its contractors shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, or Laws. Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

(e) In the event that the construction of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, except the Tunnel Connection, is not completed, Joliet must restore the Easement Areas in accordance with Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement.

5. Uses within the Easement Area.

(a) During periods of use of the Easements by Joliet, Joliet may not use or permit the use of the Easement Areas for any purpose other than the Permitted Use. Joliet is not, and shall not be deemed responsible, for any uses and activities of the Easement Areas by the District.

(b) Joliet, its contractors, and its employees shall not perform or permit any practice that is illegal or disturbs area residents beyond the normal construction activities that would occur in connection with facilities of the type included in the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure during periods of the Initial Construction Use and any periods of Future Maintenance and Repair and Emergency Action. At the remaining times within the term of this Agreement, Joliet, its contractors, and its employees shall not perform or permit any practice that (i) is injurious to the Easement Areas, (ii) unreasonably disturbs area residents, (iii) is illegal, or (iv) causes or may cause increases to the rate of insurance on the Easement Areas. Joliet

and its agents and employees shall not sell, give away or consume any alcoholic beverages or illegal drugs of any kind or nature on the Easement Areas.

(c) During periods in which Joliet is not using the Easements, Joliet shall not interfere, and shall not permit its contractors to interfere, with the District's access to the surface of Durkin Park that is above the Easement Areas, or with the District's security, parking, equipment storage or grounds maintenance at Durkin Park.

(d) The use of pesticides, herbicides and other chemicals, and other activities generating airborne particulates, in proximity to the Joliet New Water Supply Infrastructure and in Durkin Park by the District and any users of, or contractors, agents or invitees of the District is prohibited.

(e) The District shall own, operate and maintain the drainage system to be installed by Joliet to provide stormwater drainage under Durkin Park, including the Easements TE-1, TE-2 and TE-3, in place of the existing drainage structures that are removed for placement of the Joliet New Water Supply Infrastructure on the Permanent Easement Area; provided, however, that the District shall not own, operate or maintain the underdrain system of the Joliet New Water Supply Infrastructure on the Permanent Easement Area (which underdrain system is completely separate from the drainage system). Joliet warrants to Chicago and the District for the term of this Agreement that the drainage system shall be free of any defects due to either design or construction deficiencies, errors, defects or otherwise any acts or omissions by Joliet or their contractors that would cause the drainage system to not operate as otherwise intended. Any issues of operation of the drainage system due to deficiencies in maintenance by the District or normal wear and tear through use, or due to deficiencies in the existing drainage system of Durkin Park outside of the Permanent Easement Area or the Easement Areas that were not disturbed by Joliet, shall not be the responsibility of Joliet. The District shall not make alterations to the drainage system or the Easement Areas that would adversely affect the Suction Well.

6. Alterations. Other than the Permitted Use and as provided in this Agreement, Joliet may not erect any structures, install any infrastructure or make any use of the Easement Areas which in the judgment of the District would interfere with the District's use, operation, inspection, maintenance, or repair of the surface of the Easement Areas.

7. Termination and Closure. Termination of this Agreement shall be subject to the terms of Articles 4 (Term; Renewal) and 6 (Termination) of the Water Supply Agreement, and Joliet shall have the right to terminate this Agreement at any time. Disposition of the Suction Well on the Permanent Easement Area upon termination shall be in accordance with Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement.

8. Restoration.

(a) Upon completion of the Initial Construction Use by Joliet, Joliet shall at its sole cost and expense restore the Surface Easement Area in a manner similar to the restoration of the Permanent Easement Area as a natural grass turf surface or any other improvement on the Permanent Easement Area and the Easement Areas as is mutually agreed pursuant to the terms of the Permanent Easement Agreement and consistent with normal active and passive sports and recreational usage. Upon acceptance of this restoration of the Surface Easement Area by the

District, the District's use of the Easement Areas for normal active and passive sports and recreational usage shall no longer be suspended.

(b) To the extent that Joliet performs Future Maintenance and Repair or Emergency Action, Joliet shall, at Joliet's cost and expense, restore Easement TE-1 and Easement TE-2 to a condition comparable to the condition of each Easement Area prior to the commencement of any such activities (ordinary wear and tear excepted).

9. Indemnity. Joliet hereby agrees and shall cause its contractor to agree to protect, defend, indemnify, keep and save and hold the District, its respective commissioners, directors, officers, agents and employees harmless from and against all suits, claims, grievances, damages, costs, expenses, causes of action, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively "Claims") arising from Joliet's performance of the Permitted Use, or Joliet's presence on the Easement Areas and its obligations and responsibilities under this Agreement and/or negligence, acts or omissions of Joliet, its respective officers, officials, employees, and contractor, except to the extent caused by the gross negligence or willful misconduct of the District, or its agents or employees. Joliet shall have no responsibility to the District, and the District hereby releases Joliet from liability for any damage to persons or property caused by existing environmental conditions, except to the extent that such existing environmental conditions is exacerbated by the performance of the Permitted Use or conduct by Joliet, its respective officers, officials, employees and/or contractor. Upon notice from the District of any claim, Joliet shall timely appear and defend all suits and claims and shall pay all costs and expense incidental thereto, but the District shall have the right at its option and at its own expense, to participate in the defense of any suit, without relieving Joliet of any of its obligations hereunder.

10. Coordination of Use of the Easement Areas. Joliet shall cooperate with the District concerning the coordination of uses of the Easement Areas.

11. Operational Duties. Joliet acknowledges that the District is not responsible for the operations of Joliet in the Easement Areas during periods of Permitted Use by Joliet. The District acknowledges that it will not expect Joliet to be responsible for the District's operations, activities, use, maintenance, repair, replacement and/or removal activities on the Easement Areas.

12. Insurance. Joliet shall at all times maintain, and shall cause its contractors to maintain, the insurance coverages and endorsements required by the District for a general access permit or in an access agreement entered into between Joliet and the District from time to time during periods of Permitted Use by Joliet. On an annual basis, the District will provide to Joliet a copy of a letter from the District executed by an authorized official indicating that the District is self-insured.

13. Dispute Resolution; Default; Remedies.

(a) If a Party has a dispute about a violation, interpretation or application of a provision of this Agreement, or a dispute regarding a Party's failure to comply with this Agreement, then that Party may serve on the other Party notice, by Certified Mail or Personal service and, if desired by the Parties, may also be given by electronic communications, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. Within seven (7) days thereafter, the Parties shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference

shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided in this Subsection. Provided that the Parties have met their obligations under this Subsection 13(a), the Parties shall be entitled to pursue such remedies as may be available in law and equity.

(b) A Party shall be in default hereunder in the event of a material breach by that Party of any term or condition of this Agreement where that Party has failed to cure such breach within one hundred and eighty (180) days after written notice of breach is given to that Party by the other Party setting forth the nature of such breach. Failure of a Party to give written notice of breach to the other Party shall not be deemed to be a waiver of the Party alleging a breach of its right to assert such breach at a later time. If the default is not capable of being cured within the one hundred and eighty (180) day period, then provided the Party receiving the notice of default has commenced to cure the default and is diligently proceeding to cure the default within the one hundred and eighty (180) day period, and thereafter diligently prosecutes such cure through to completion, then the one hundred and eighty (180) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the Party alleging the default may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default.

14. No Liens. Joliet shall not permit any lien to stand against the Easement Areas for any labor or material in connection with work of any character performed in the Easement Areas at the direction or sufferance of Joliet.

15. Compliance with Law. Joliet agrees that the Easement Areas shall be used in compliance with all applicable Laws.

16. Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

17. Notices. For purposes of this Agreement, any notice, demand or request required by this Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, such as facsimile or email; (c) nationally recognized overnight courier service; or (d) Certified Mail; provided, however, that any notice of default or termination provided by electronic communications shall also be delivered by another method of notice under this Section 17.

If to the District: Chicago Park District  
Department of Law  
4830 S. Western Ave.  
Chicago, Illinois 60609  
Attn: General Counsel

If to Joliet: City of Joliet  
150 West Jefferson Street  
Joliet, Illinois 60432  
Attention: Director of Public Utilities

with a courtesy copy to:

City of Joliet  
150 West Jefferson Street  
Joliet, Illinois 60432  
Attention: City Manager

Each Party to this Agreement has the right to change, add or remove the addressee or addressee contact information, for future notices and communications to them in matters pertaining to this Agreement by giving notice complying with the requirements of this Section. No notice of a change of address will be effective until actually received.

Notices shall be deemed received upon the first to occur of (a) the date of actual receipt, (b) the date an email is sent, unless notice of non-delivery is received; (c) the date that is one (1) business day after deposit with a nationally recognized overnight courier service as evidenced by a receipt of deposit, or (d) the date that is three (3) days after deposit in the U.S. mail, as Certified Mail, evidenced by a receipt.

18. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit solely of Joliet and the District and their respective successors and assigns. This document and the terms hereof are intended solely for the benefit of the Parties hereto and their successors and assigns, as expressly referred to herein. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

19. Authority and Validity. Each Party represents and warrants to the other Party that (i) this Agreement has been duly authorized, executed and delivered by it and (ii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

20. Miscellaneous.

(a) The terms, benefits, and privileges set forth in this Agreement shall be deemed and taken to be covenants running with the Easement Areas and shall be binding upon Joliet, its successors and assigns having any interest in the Easement Areas. The Parties agree that upon notice from Joliet that a regional water commission or similar body has been formed and will succeed Joliet with respect to the water supply from Chicago, this Agreement shall be assigned by Joliet after thirty (30) days' notice by Joliet to the District.

(b) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by

law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(c) In the event the time for performance hereunder falls on a Saturday, Sunday, or legal holiday, the actual time for performance shall be the next business day.

(d) This Agreement and the accompanying Plat shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, including the law of public trust with respect to the use and occupation of the Easement Areas. In the event that an adjudication of any kind shall be required in connection with this Agreement, the Parties agree that the venue therefor shall be the state or federal courts located in Cook County, Illinois, whichever may be applicable.

(e) This Agreement, and any provisions of the Water Supply Agreement that may govern a provision of this Agreement, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by the Parties and dated a date subsequent to the date of this Agreement, provided further, that Joliet and the District may enter into an access agreement or the District may issue an access permit to Joliet for any of the Permitted Uses under this Agreement and become part of the entire agreement between the Parties. In the event of a conflict between an applicable provision of the Water Supply Agreement and this Agreement, the Water Supply Agreement shall govern.

(f) Each Party agrees that it will execute and deliver such other reasonable documents and take such other reasonable actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

(h) Joliet shall record, at its expense, this Easement Agreement and any amendments thereto; or, in the alternative, the Parties may agree prepare a memorandum of easement agreement or amendment to easement agreement in a mutually agreeable form which will be recorded by Joliet.

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IN WITNESS WHEREOF, Joliet and Chicago Park District have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

CHICAGO PARK DISTRICT, a body politic  
and corporate and unit of local government

By: \_\_\_\_\_  
General Superintendent

Approved as to legal form:

\_\_\_\_\_  
General Counsel

CITY OF JOLIET, an Illinois municipal  
corporation and home rule unit of  
government

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

ATTEST:

By: \_\_\_\_\_  
City Clerk



Exhibit 1 to Agreement for Construction Easements

Permanent Easement Area (legal description)

PE-1:

THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743507, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 350.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 250.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 350.00 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREES 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 250.00 FEET TO THE POINT OF BEGINNING.

Exhibit 2 to Agreement for Construction Easements

Temporary Easement Areas (legal description and plat)

TE-1:

THAT PART OF BLOCK 37 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCK 37, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 350.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 185.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 250.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 185.00 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 35 SECONDS EAST, 250.00 FEET TO THE POINT OF BEGINNING.

TE-2:

THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 250.00 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 13.44 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 521.56 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, 38.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 521.56 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 35 SECONDS EAST, 38.00 FEET TO THE POINT OF BEGINNING.

TE-3:

THAT PART OF BLOCK 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCK 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 250.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 13.44 FEET THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 341.73 FEET; THENCE NORTH 44 DEGREES 26 MINUTES 25 SECONDS WEST, 12.64 FEET TO THE SOUTH LINE OF WEST 84TH STREET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, 22.00 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREE 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 351.01 FEET TO THE POINT OF BEGINNING.

Exhibit 3 to Easement Agreement

Depiction of Suction Well (site plan)

[EXHIBIT ON FILE—Contains confidential information,  
including materials relating to water system security]

Exhibit 4 to Easement Agreement

Compensation to be Paid by Joliet to Chicago

Site	Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Chicago Contractor Use*	Joliet Contractor Use*	Duration of Joliet Contractor Use for Calculation of TE Compensation*
Durkin Park	TE-1	46,250	Temporary	Chicago Park District	None	10/1/2025 to 3/31/28	2.5 years/30 months
	TE-2	19,819	Temporary	Chicago Park District	None	10/1/2025 to 3/31/28	2.5 years/30 months
	TE-3	4,759	Temporary	Chicago Park District	None	5/1/2024 to 12/31/2029	5.7 years/68 months

\*Subject to change based on advancement of final design

Site	Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Duration of Joliet Contractor Use for Calculation of TE Compensation*	Unit Price Compensation (DIV = Diminution in Value)	Total Compensation
Durkin Park	TE-1	46,250	Temporary	Chicago Park District	2.5 years/30 months	\$5.86/SF, 10%/year, no DIV for Remainder	\$67,750
	TE-2	19,819	Temporary	Chicago Park District	2.5 years/30 months	\$5.86/SF, 10%/year, no DIV for Remainder	\$29,000
	TE-3	4,759	Temporary	Chicago Park District	5.7 years/68 months	\$5.86/SF, 10%/year, no DIV for Remainder	\$15,867
						<b>TOTAL</b>	<b>\$112,617</b>

\*Subject to change based on advancement of final design