

## **GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

***THIS INDENTURE WITNESSETH***, that the Grantor, ***JOLIET PARK DISTRICT***; with a lot on Washington Street (just west of Hickory Creek), Joliet, IL 60433, for good and valuable consideration the receipt of which is hereby acknowledged, does by these premises hereby ***GRANT and CONVEY*** unto the Grantee, the ***CITY OF JOLIET***, an Illinois Municipal Corporation, 150 West Jefferson Street, Joliet, Illinois 60432, a temporary construction easement on the real property legally described as follows (the **"Temporary Construction Easement"**):

TEMPORARY CONSTRUCTION EASEMENT:

LOT 1 IN BLOCK 2 IN AKIN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 77 AS DOCUMENT 85266, IN WILL COUNTY, ILLINOIS.

PIN: 30-07-15-209-004-0000

An exhibit depicting the Temporary Construction Easement is attached hereto as Exhibit "A" and incorporated herein by reference

Unless otherwise set forth herein, the easements granted herein shall be subject to the following conditions:

1. All work undertaken by the Grantee or its licensees shall be at no expense to the Grantors. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantors' property in connection with the project, and its maintenance and operation.

2. The rights granted herein shall include, but not be limited to, the removal or relocation of landscaping, fencing, brush, debris or similar material which conflicts with the construction across Hickory Creek to the east as part of this Temporary Construction Easement.

3. Upon completion of construction or maintenance activities the Grantee shall restore the surface of the Temporary Construction Easement to its original grade and condition.

4. The covenants of this easement shall, by its grant, acceptance and use, bind and inure to the benefit of the Grantors, and Grantors' heirs, successors, assigns and subsequent grantees and the Grantee and its successor corporate authorities, successor municipal corporations, agents, licensees, successors and assigns.

5. To the maximum extent permitted under applicable law, the Grantee agrees to defend with competent counsel and indemnify the Grantors from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable

attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by the Grantors (regardless of whether contingent, direct, consequential, liquidated or unliquidated), and any and all claims, demands, suits and causes of action brought or raised against the Grantors, arising out of, resulting from, relating to or connected with: (i) any act or omission of the Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns at, on or about the Grantors' Property, and/or (ii) any breach or violation of this Easement on the part of the Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Grantors shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workers compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

6. The Grantee acknowledges that it has physically inspected the Temporary Construction Easement and accepts the easement with full knowledge of their condition. Furthermore, the Grantee assumes sole and entire responsibility for any loss of life, injury to persons, or damage to property that may be caused by the Grantee's use of the Easement. The Grantee agrees to provide the Grantor a plat of survey showing the Grantors lots and the granted temporary construction easement.

7. Upon acceptance of this easement agreement, the Grantor will receive an agreed upon sum of \$2,500.00 from the Grantee.

**IN WITNESS WHEREOF**, the Grantor hereunto sets its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**JOLIET PARK DISTRICT**

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS    )  
  ) SS.  
COUNTY OF WILL     )

I, the undersigned, a Notary Public in and for the above County and State, do hereby certify that \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

***PREPARED BY/RETURN TO THE GRANTEE:***

City of Joliet, Legal Department, 150 West Jefferson Street, Joliet, Illinois 60432

# EASEMENT EXHIBIT

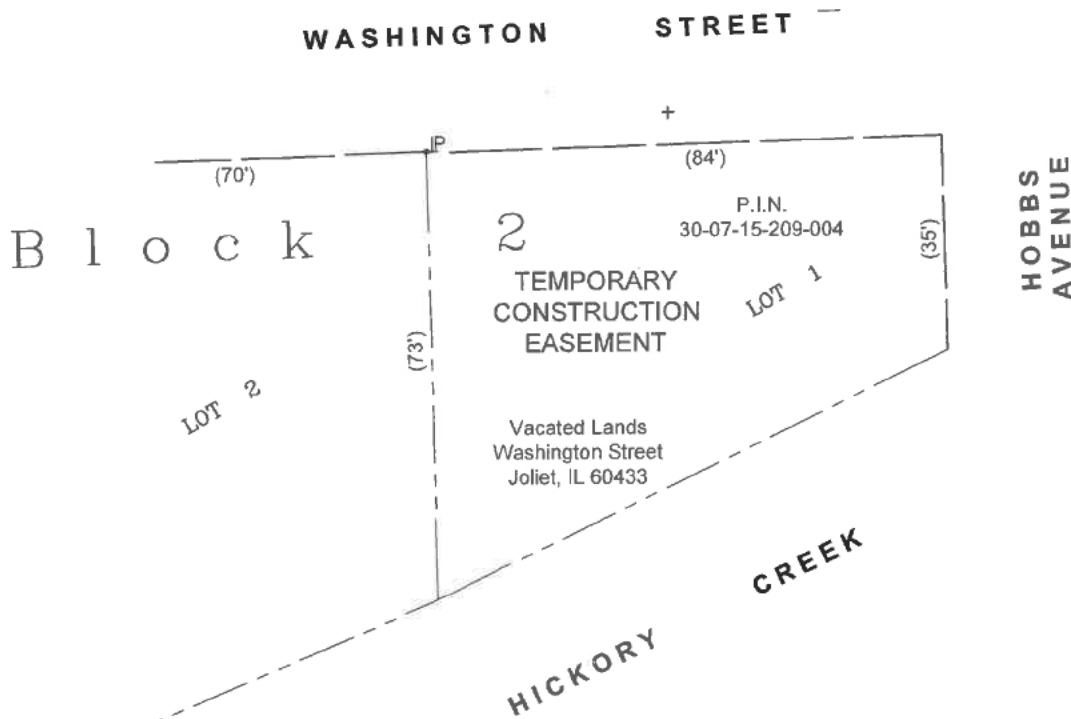
## EASEMENT LEGAL DESCRIPTION

LOT 1 IN BLOCK 2 IN AKIN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 77 AS DOCUMENT 85266, IN WILL COUNTY, ILLINOIS.

0 30



Scale 1" = 30'



STATE OF ILLINOIS )  
COUNTY OF MCHENRY )

THIS IS TO CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE SAID PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS.

DATE: June 16, 2025

BY: [Redacted]  
ANTHONY BIANCHIN, P.L.S.  
PROFESSIONAL LAND SURVEYOR  
ILLINOIS NO. 035-003603



"LICENSE EXPIRES 11-30-2026"

**BAXTER & WOODMAN**  
Consulting Engineers

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