

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH, that the Grantors, **GONZALEZ FRESH PRODUCE, LLC**; with an address at 652 Collins St., Joliet, IL 60432, 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 permanent non-exclusive public utility easement, but not limited to, the right to the construct, operate, repair, maintain, replace, and relocate storm sewer and related appurtenances (the "**Permitted Improvements**"), in, under, over, and upon a tract of land described as follows (the "**Public Utility Easement Tract**"):

10' PUBLIC UTILITY EASEMENT:

THAT PART OF LOT 12 IN BLOCK 3 OF DURHAM & ENGLISH'S ADDITION TO JOLIET, A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CENTERED ALONG A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHERE THE CENTERLINE OF AN EXISTING STORM SEWER PIPE INTERSECTS THE NORTH LINE OF SAID LOT 12; THENCE FROM SAID POINT SOUTHEASTERLY, ALONG THE CENTERLINE OF SAID STORM SEWER PIPE, A DISTANCE OF 75.00 FEET TO THE POINT OF CONNECTION WITH AN EXISTING CATCH BASIN, ALL IN WILL COUNTY, ILLINOIS.

PIN: 30-07-10-204-021-0000

An exhibit depicting the Public Utility Easement Tract is attached hereto as Exhibit "A" and incorporated herein by reference

Unless otherwise set forth herein, the easement 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 obstructions, landscaping, fencing, brush, debris or similar materials which conflict with the construction, maintenance or operation of Permitted Improvements installed in the Public Utility Easement Tract.
3. Full and complete title, ownership and use of the Public Utility Easement Tract are hereby reserved to Grantors subject only to the right, permission and authority expressly granted to the Grantee in this instrument.

4. Title to the Permitted Improvements installed within the Public Utility Easement Tract by or on behalf of the Grantee or its successors, assigns and licensees shall vest solely in the Grantee.

5. Upon completion of construction or maintenance activities the Grantee shall restore the surface of the Public Utility Easement Tract to its original grade and condition.

6. 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.

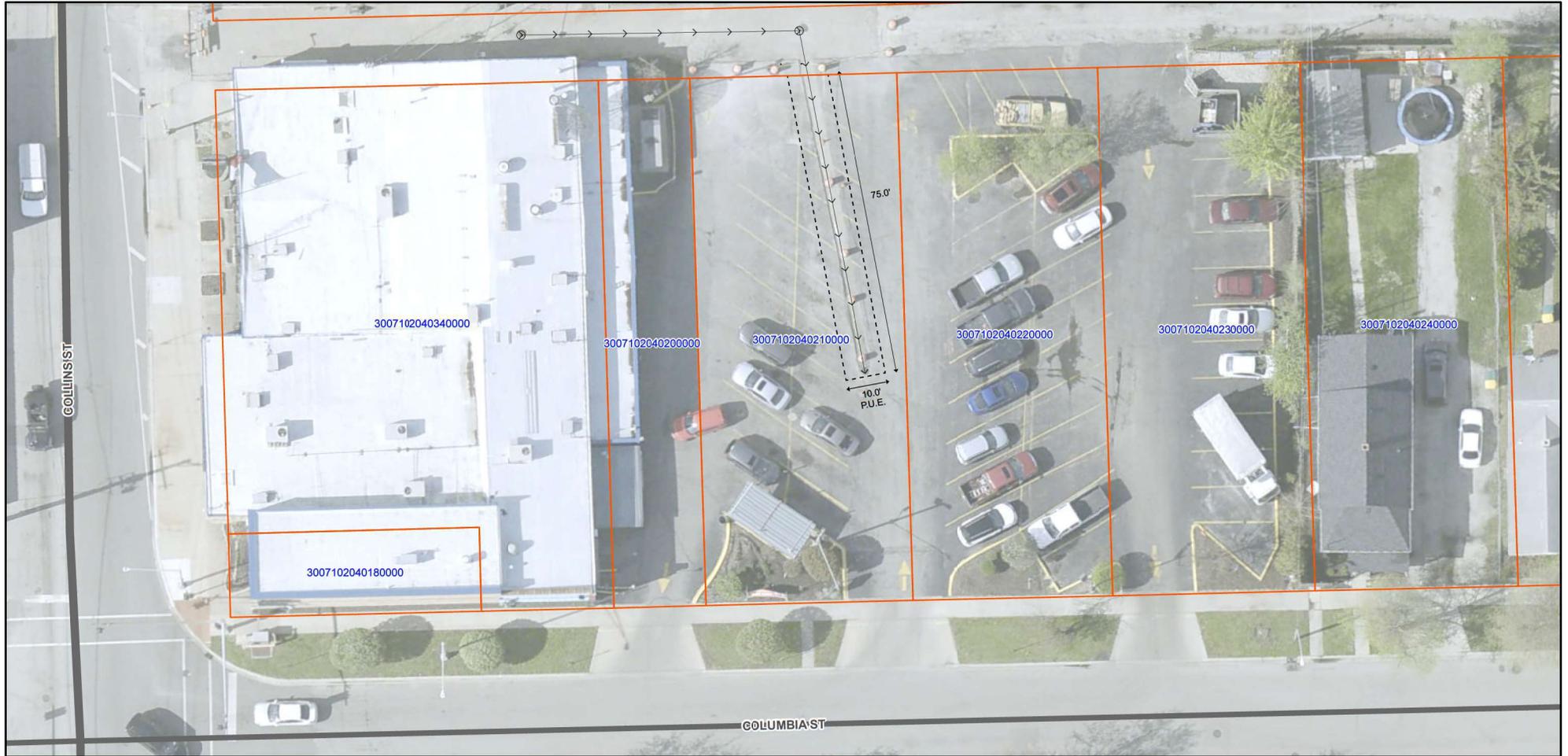
7. To the maximum extent permitted under applicable law, the Grantee agrees to defend with competent counsel and indemnify the Grantors from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without 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).

8. The Grantee acknowledges that it has physically inspected the Public Utility Easement Tract 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 Tracts. The Grantee agrees to provide the Grantors an exhibit showing the Grantors lots and the granted utility easement.

9. The Grantee agrees, upon completion of the installation of the Permitted Improvements, the Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of the Grantors' Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from the Grantors' Property that has been displaced by the placement of the Permitted Improvements. The Grantee shall require its contractor to compact the clay that is replaced in the excavated area and to improve or return the topography of the land to its original condition. The depth of topsoil or pavement after any construction activities shall be restored in-kind to its existing depth.

EXHIBIT A

652 COLLINS STREET PARKING LOT - PUBLIC UTILITY EASEMENT EXHIBIT



10' PUBLIC UTILITY EASEMENT:

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COMMENCING AT A POINT WHERE THE CENTERLINE OF AN EXISTING STORM SEWER PIPE INTERSECTS THE NORTH LINE OF SAID LOT 12; THENCE FROM SAID POINT SOUTHEASTERLY, ALONG THE CENTERLINE OF SAID STORM SEWER PIPE, A DISTANCE OF 75.00 FEET TO THE POINT OF CONNECTION WITH AN EXISTING CATCH BASIN, ALL IN WILL COUNTY, ILLINOIS.

