

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

City of Chicago Dept. of Law
Real Estate & Land Use Div.
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602

(The Above Space for Recorder's Use Only)

EASEMENT AGREEMENT
FOR
TWO (2) PERMANENT EASEMENTS
AND
SEVEN (7) TEMPORARY EASEMENTS
AT THE CITY OF CHICAGO SOUTHWEST PUMPING STATION PROPERTY

This Easement Agreement ("Agreement") is entered into as of this ____ day of _____, 2023 ("Effective Date"), by and between the City of Chicago, an Illinois municipal corporation and home rule unit of government ("Chicago"), by and through its Department of Water Management ("DWM"), and the City of Joliet, an Illinois municipal corporation and home rule unit of government ("Joliet"). Chicago and Joliet are sometimes referred to herein jointly as the "Parties" or individually as a "Party." This Agreement has been authorized by an ordinance adopted by the City Council of the City of Chicago ("Chicago City Council") on _____, 2023 and by an ordinance adopted by the City Council of the City of Joliet ("Joliet City Council") on _____, 2023.

RECITALS

WHEREAS, Chicago, through DWM, is the owner of the property commonly known as 8422 South Kedvale Avenue a/k/a 8405 S. Keeler Avenue, Chicago, Illinois 60652 (PIN 19-34-412-011-0000) (the "SWPS Property"), which is the site of DWM's Southwest Pumping Station (the "Station"); and

WHEREAS, Chicago and Joliet have entered into that certain Water Supply Agreement, dated on or as of _____, 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, pursuant to the Water Supply Agreement, the City has agreed to grant to Joliet two (2) permanent easements (the “Southwest Pumping Station Site Easements”) and seven (7) temporary easements (each a “Temporary Easement,” identified as TE-1, TE-2, TE-3, TE-4, TE-5, TE-6 and TE-7, respectively, and, collectively, the “Temporary Easements”) on the SWPS Property, as further described in this Agreement. The Southwest Pumping Station Site Easements and the Temporary Easements, each an “Easement” and, collectively, the “Easements”; and

WHEREAS, the locations, legal descriptions and plats of easement for the Southwest Pumping Station Site Easements and the Temporary Easements are in Exhibit 1 attached hereto and incorporated herein (each such location, an “Easement Area,” and collectively, the “Easement Areas”); and

WHEREAS, Joliet’s use of the Easements shall be exclusive or non-exclusive, and limited to those respective uses (the “Permitted Uses”) and timeframes, set forth in Exhibit 2 attached hereto and incorporated here;

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, Chicago hereby grants to Joliet an easement (“Easement”) on and under each Easement Area for the Permitted Use applicable to each such Easement Area. Joliet shall undertake the Permitted Uses at its sole cost and expense.

3. Terms. The following terms and conditions apply to each Easement:

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

(b) Each Easement granted under this Agreement commences on the date hereof, is designated as a permanent or temporary easement in Exhibit 2, and terminates on the earliest of: (i) the applicable date set forth in Exhibit 2 (for temporary easements only) unless otherwise modified by mutual agreement pursuant to Subsection 3(f) below, or (ii) the date on which the Water Supply Agreement terminates. If disposition of the Joliet New Water Supply Infrastructure or Chicago New Water Supply Infrastructure is required pursuant to and 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) To the extent that an Easement Area is subject to another easement, Joliet will coordinate with Chicago and the other easement holder to address the needs of the other easement holder. Furthermore, as long as the terms of the pre-existing easement are known to the Parties, Joliet shall not take any action or fail to take any action that would cause Chicago to be in breach of its obligations under any such other pre-existing easement.

(d) Joliet represents and warrants to Chicago that its contractors are and shall be licensed, insured and bonded, as required by applicable law, ordinance or code, to perform the Permitted Uses.

(e) Compensation. Within thirty (30) days after the effective date of this Agreement, Joliet will pay to Chicago the applicable dollar amount set forth in Exhibit 2, which amount represents the Parties' determination of the value of the respective Easements. Any adjustment to compensation required by this Section 3 shall be calculated in accordance with the unit price compensation formulas set forth in Exhibit 2.

(f) Any adjustments to (i) the dates set forth for the Temporary Easements in Exhibit 2 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 Temporary Easements (TE-1 through TE-7), 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 Temporary Easement or either Southwest Pumping Station Site Easement.

4. Joliet's Obligations.

(a) Joliet must perform, or cause to be performed, all construction and all alterations to any Easement Area for the construction and alterations for which it is responsible under, and in accordance with, the Water Supply Agreement.

(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 the Water Supply Agreement. After completion of the Joliet New Water Supply Infrastructure or the Chicago New Water Supply Infrastructure (other than the Tunnel Connection), Joliet shall be responsible for obtaining approvals of, and paying at its sole cost and expense for, any and all installations, removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or the Joliet New Water Supply Infrastructure, located in, adjacent to, or in close proximity to, the Easement Areas which are owned by Chicago, the Village of Oak Lawn, or any third-party utility or entity, including, but not limited to, pavements, bridges, poles and other infrastructure and utilities, which are or may be necessary or appropriate to facilitate work by Joliet or its contractors or its agents related to the Joliet New Water Supply Infrastructure. Joliet shall be responsible for obtaining the consent of and making suitable arrangements with all applicable entities owning or having an interest in such structures and the Joliet New Water Supply Infrastructure, including any department of Chicago. In the event of a conflict between this Section 4(c) and the Water Supply Agreement, the Water Supply Agreement shall control.

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

(d) Disposal Obligations. Joliet shall be responsible for the proper removal, transportation and disposal of all hazardous substances as defined in 415 ILCS 5/3.215, waste as defined in 415 ILCS 5/1 et seq. (including but not limited to 415 ILCS 5/3.535),

contaminants as defined in 415 ILCS 5/3.165, as amended from time to time, and any "Other Regulated Material" as defined in Sections 4(d)(i) to (iii), that is encountered as part of or resulting from its use of the Easement Areas.

Unless sufficient testing is performed to determine compliance with Illinois Environmental Protection Agency ("IEPA") Clean Construction and Demolition Debris ("CCDD") regulations, all soil being removed during construction must be disposed of in accordance with applicable regulations to a Resource Conservation and Recovery Act ("RCRA") "Subtitle D" landfill. If soil or CCDD must be removed from the Easement Areas, it must be disposed of at a properly permitted landfill with prior approval from the Chicago Department of Assets, Information and Services, or any successor department thereto ("AIS"). No soil or materials generated from the Easement Areas can be disposed as "uncontaminated soil" using an IEPA LPC-662 Source Site Certification, unless approved by AIS, with such approval not to be unreasonably withheld, conditioned, or delayed. All soil disposed as CCDD or uncontaminated soil must be sampled and an LPC-663 Uncontaminated Soil Certification must be used.

Joliet must obtain written approval from AIS of all reuse, recycling and disposal locations before any Hazardous Substances, Waste, Contaminants or Other Regulated Material, each as defined in the first paragraph of this Section 4(d) may be sent to such locations. If soil is sent to a location that is not approved by AIS, Joliet must retrieve the materials and take it to an approved location at Joliet's sole cost and expense.

Definitions. The following terms have the following meanings for purposes of this Agreement:

i. "Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

ii. "Environmental Law(s)" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

iii. "Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

iv. "Law" means any applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

v. "Other Regulated Material" is defined as any Waste, Contaminant, material meeting 35 Ill. Adm. Code 742.305, or any other material, not otherwise specifically listed or designated as a hazardous substance, as defined in 415 ILCS 5/3.215, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons, such as chlorine.

vi. "Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

(e) Generator Designation. In such cases, in the event a signature as "Generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, Joliet shall ensure that either Joliet or its contractor, subcontractor, or other party working on behalf of Joliet signs such documents.

(f) Imported Material. Any backfill material brought on to the Easement Areas must be either a) certified virgin stone or b) tested for Target Compound List parameters (35 Ill. Adm. Code 740, Appendix A) and meet the most stringent objects for residential land use included in 35 Ill. Adm. Code 742, Appendix B, Table A. Based on the scope of work, AIS may waive this requirement, with such waiver not to be unreasonably withheld, conditioned, or delayed.

i. Quarry generated virgin source materials do not need to be tested, but certification from the source (quarry) must be provided to AIS prior to importing the material to the Easement Area.

ii. Tested material shall be verified by providing results from a laboratory accredited by the IEPA's Environmental Laboratory Accreditation Program. The date of the analysis shall be within 90 days of importing such material to the Easement Areas unless otherwise approved by Chicago. Prior to importing, non-virgin source materials shall be sampled at a frequency of one (1) sample per 500 cubic yards per source unless otherwise approved by Chicago, with such approval not to be unreasonably withheld, conditioned, or delayed.

iii. Joliet must keep copies of all daily reports, transport manifests, and weight tickets or receipts (as applicable) documenting all materials imported to the Easement Area and detailing where they were specifically placed for a period of five years from the inception of any construction work authorized by this Agreement.

iv. No biosolids or biosolids-based products from the Metropolitan Water Reclamation District or any other source may be imported for any purpose.

(g) Environmental Requirements.

i. Any underground storage tanks (“USTs”) identified must be removed and closed in accordance with applicable regulations including 41 Ill. Adm. Code 175 and any identified leaking USTs must be properly addressed in accordance with 35 Ill. Adm. Code 734.

ii. All sampling should be conducted in accordance with all applicable subsections of Title 35: Environmental Protection, Subtitle G: Waste Disposal and Chapter I: Pollution Control Board of the Illinois Administrative Code.

iii. Unless otherwise approved by Chicago, all soil boring and/or monitoring wells installed must be properly abandoned within the term of the Agreement and pursuant to the requirements provided in Section 920.120 of the Illinois Water Well Construction Code (77 Ill. Adm. Code 920).

iv. If any bore holes exceed 30 feet in depth, gas levels must be measured at the surface of the borehole. If gas levels exceed the warning level (10-20% of Lower Explosive Limit (LEL)), all drilling and construction activities in the immediate vicinity of the borehole must be stopped. Once the gas meter levels indicate that the methane in the borehole has dissipated or is below the warning level (10-20% of LEL), the construction activities may continue.

v. Joliet shall not use or store any Hazardous Substances on the Easement Areas or City property, other than as may be necessary for the vehicles and equipment to accomplish the Permitted Uses using standard industry practices and for disinfection of the Chicago New Water Supply Infrastructure (other than the Tunnel Connection) and the Joliet New Water Supply Infrastructure, unless otherwise approved by Chicago, with such approval not to be unreasonably withheld, conditioned, or delayed. If use of Hazardous Substances is necessary, Joliet shall provide the City (AIS) with an annual inventory of the Substances stored on site including the material, container size, maximum quantity stored, and storage location. The Safety Data Sheets for the Hazardous Substances will also be provided. Joliet shall at all times exercise due caution in their application to ensure appropriate use and prevent any accidental spillage or contamination. Joliet shall promptly notify Chicago if any Hazardous Substances are found or spilled on the Easement Areas.

vi. A Soil Management Plan (“SMP”) must be prepared and implemented during construction to document, at a minimum: the site-specific soil excavation, disposal, storage, and reuse procedures; imported material testing requirements; and environmental oversight plan. The SMP is subject to AIS review and approval prior to being implemented, with such approval not to be unreasonably withheld, conditioned, or delayed. Based on the scope of work, AIS may waive this requirement.

vii. If Joliet or its Agents causes a spill or release of a hazardous substance during the construction of the Joliet New Water Supply Infrastructure or the Chicago New Water Supply Infrastructure, except the Tunnel Connection (as those terms are defined in the Water Supply Agreement), Joliet or its Agents must stop work immediately and contact AIS's Environmental Health and Safety Bureau's Deputy Commissioner at 312-744-9139 and kimberly.worthington@cityofchicago.org, or other person as Chicago may identify by notifying Joliet. Joliet shall be responsible for cleaning up the spill including waste disposal as well as all notifications and reporting to any applicable agencies.

viii. Joliet and its Agents 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.

ix. In the event that the construction of the Joliet New Water Supply Infrastructure or Chicago New Water Supply Infrastructure, except the Tunnel Connection, is not completed and the Water Supply Agreement is terminated pursuant to Article 6 of the Water Supply Agreement, Joliet must restore the Easement Area in accordance with Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement. In addition, Joliet shall be responsible for any contamination that was caused, permitted or exacerbated during the construction of the New Water Supply Infrastructure, except the Tunnel Connection, or any damage to the Easement Area or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Joliet, including but not limited to, vandalism or misuse of the Easement Area, and shall undertake any repairs necessitated by such acts or omissions.

5. Uses within the Easement Areas.

(a) Joliet may not use or permit the use of an Easement Area for any purpose other than the Permitted Use for such Easement Area. Joliet is not, and shall not be deemed responsible, for any uses and activities of the Easement Areas by Chicago.

(b) Chicago reserves the right to access all Easement Areas at Chicago's sole discretion and as provided in the Water Supply Agreement. However, Chicago shall have no right to enter the High Service Pump Station or Meter Vault except in connection with matters pertaining to the Water Supply Agreement, and only with notice to and being accompanied by a representative of Joliet.

(c) Joliet, its contractors, and its employees shall not perform or permit any work or use of the Easement Area that is illegal. Joliet, its contractors, and its employees shall not perform or permit any work that 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 initial construction and any periods of Future Maintenance and Repair and Emergency Action. Joliet shall secure the Easement Areas in which it is working during periods of construction. At the remaining times within the term of this Easement, Joliet, its contractors, and its employees shall not perform or permit any work that (i) is injurious to the Easement Area, (ii) unreasonably disturbs area residents, (iii) is illegal, or (iv) causes or may cause increases to the rate of insurance on the Easement Area. 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 Area.

(d) Chicago shall make a good faith effort to notify Joliet of any work of which the Commissioner of DWM receives written notice and that is proposed to be performed by others who are not a party to this Agreement, such as utilities or holders of other easements in the Easement Areas, during periods of planned construction by Joliet within any of the Easement Areas.

6. Alterations. Alterations of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure shall be governed by the requirements of Article 15 of the Water Supply Agreement.

7. Termination and Closure. Termination of this Easement 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 Easement at any time. Disposition of the Joliet New Water Supply Infrastructure on the Easement Area upon termination shall be in accordance with Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement.

8. Assignment. In the event of the assignment of the Water Supply Agreement pursuant to Article 22 of the Water Supply Agreement, this Agreement shall be assigned as provided in such Article 22.

9. Restoration. To the extent that Joliet performs the initial construction of the Chicago New Water Supply Infrastructure, other than the Tunnel Connection, and performs construction, maintenance, repair or replacement of the Joliet New Water Supply Infrastructure, and the work related thereto, Joliet shall, at Joliet's cost and expense, restore the Easement Areas to a condition comparable to the condition of the Easement Areas prior to the commencement of any such activities (ordinary wear and tear excepted).

10. Indemnity.

(a) Joliet and Chicago are subject to the indemnification obligations set forth in Article 25 of the Water Supply Agreement, which are incorporated here by this reference. Joliet is further subject to the following:

(b) Joliet, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity leasing, occupying, using or possessing any portion of the Easement Areas under or through Joliet following the date of the this Agreement (collectively, the "Joliet Parties"), hereby releases, relinquishes and forever discharges Chicago and its employees, agents, officers and officials (individually, a "Chicago Party," and collectively, the "Chicago Parties"), from and against any and all Losses (as defined below) which the Joliet Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this Agreement, based upon, arising out of or in any way connected with, directly or indirectly: (i) any environmental contamination, pollution or hazards associated with the Easement Areas or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Easement Areas, including, without limitation, the presence or suspected

presence of Hazardous Substances or Other Regulated Material in, on, under or about the Easement Areas or the migration of Hazardous Substances or Other Regulated Material from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Easement Areas or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). The Joliet Parties waive their rights of contribution and subrogation against any Chicago Parties. "Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs). Furthermore, Joliet shall indemnify, defend (through an attorney reasonably acceptable to Chicago) and hold the Chicago Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of Joliet's Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. Joliet waives its rights of contribution and subrogation against the Chicago Parties.

(c) The covenant of release set forth in Section 10(b) shall run with the Easement Areas and shall be binding upon all successors and assigns of Joliet with respect to the Easement Areas, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Easement Areas under or through Joliet following the date of this Agreement. Joliet acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to enter into this Agreement, and that, but for such release, Chicago would not have agreed to grant an easement to the Easement Areas to Joliet. It is expressly agreed and understood by and between Joliet and Chicago that, should any future obligation of Joliet or the Joliet Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Easement Areas, neither Joliet nor any other Joliet Parties shall assert that those obligations must be satisfied in whole or in part by Chicago, because this covenant contains a full, complete and final release of all such claims.

11. Operation and Maintenance of the Easement Areas and Joliet New Water Supply Infrastructure.

(a) Joliet shall install the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure with the exception of the Tunnel Connection, on the Easement Areas in accordance with the terms of the Water Supply Agreement.

(b) Joliet shall use, inspect, operate, maintain, remove, relocate, repair, replace, or make alterations to the Joliet New Water Supply Infrastructure on the Easement Areas in accordance with the terms of the Water Supply Agreement.

(c) Joliet shall cooperate with Chicago and Chicago shall cooperate with Joliet in connection with coordination during periods of initial construction and during operation

and use on the Easement Areas in accordance with the terms of the Water Supply Agreement.

(d) Joliet shall not interfere, and shall not permit its contractors to interfere, with the Chicago's or the Village of Oak Lawn's access to the SWPS Property.

(e) Maintenance and Operational Duties: Joliet acknowledges that Chicago is not responsible for the operation, maintenance, repair, replacement and/or removal of the Joliet New Water Supply Infrastructure and such activities on the Easement Areas, and Chicago has no obligations with respect thereto. Pursuant to Article 15 of the Water Supply Agreement, the Parties will enter into an agreement for the shared use of the Easement Areas to further clarify the responsibilities of Joliet and Chicago in the Easement Areas, which may include matters such as Chicago's security, parking, equipment storage or grounds maintenance at the SWPS Property.

12. "As Is". Chicago makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Easement Areas or the suitability of the Easement Areas for any purpose whatsoever. Joliet acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Easement Areas and accepts the risk that any inspection may not disclose all material matters affecting the Easement Areas. Joliet agrees to accept the Easement Areas in their "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, with all faults and defects, latent or otherwise, and the Chicago has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to Joliet, with respect to the structural, physical or environmental condition of the Easement Areas, their compliance with any statute, ordinance or regulation, or its suitability, merchantability or fitness for any purpose whatsoever. Joliet acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the Chicago or its agents or employees with respect thereto. Joliet agrees that it is its sole responsibility and obligation to perform at its expense any such action as is necessary to put the Easement Areas in a condition which is suitable for its intended use.

13. Insurance. Joliet and Chicago each shall at all times maintain, and shall cause its contractors to maintain, the insurance coverages and endorsements identified in Article 21 of the Water Supply Agreement, which is incorporated here by this reference.

14. Default. If a Party is in default under this Agreement, Article 20 of the Water Supply Agreement shall govern and control.

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

16. Compliance with Law. Joliet agrees that the Easement Areas and the Joliet New Water Supply Infrastructure shall be used, and any alterations to the structures located within any Easement Area shall be constructed, installed, used, operated, inspected, maintained, repaired and replaced in compliance with all applicable Laws.

17. 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.

18. 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 authorized under this Section 18:

If to Chicago: City of Chicago
 Department of Water Management
 1000 East Ohio Street
 Chicago, Illinois 60611
 Attn: Commissioner

With copies to: City of Chicago Department of Law
 121 North LaSalle Street, Suite 600
 Chicago, Illinois 60602
 Attn: Real Estate and Land Use Division

and

City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Finance and Economic Development Division

and

City of Chicago
Department of Finance
121 North LaSalle Street, Room 700
Chicago, Illinois 60602
Attention: Chief Financial Officer

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

19. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit solely of Joliet and Chicago and their respective successors and assigns. This document and the terms hereof are intended solely for the benefit of the Parties 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.

20. 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.

21. 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.

(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 plats of easement 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 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.

(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, and all provisions of the Water Supply Agreement referenced herein, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the Parties. In the event of a conflict between the Water Supply Agreement and this Agreement, the Water

Supply Agreement shall govern. An amendment to the Easement Area or the term (i.e., start and end date) of any Easement shall be set forth in an amendment in recordable form and shall include the amended term or the legal description and plat of easement for such amended Easement Area(s) and shall be subject to payment by Joliet of an additional amount of compensation, determined pursuant to the formula in Exhibit 2 of this Agreement.

(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.

22. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago ("Municipal Code"), Joliet warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code and agrees that a violation of Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560 of the Municipal Code by Joliet, whether or not in the performance of this Agreement, shall constitute a breach of this Agreement.

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

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

By: _____
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

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

By: _____

Date: _____

ATTEST:

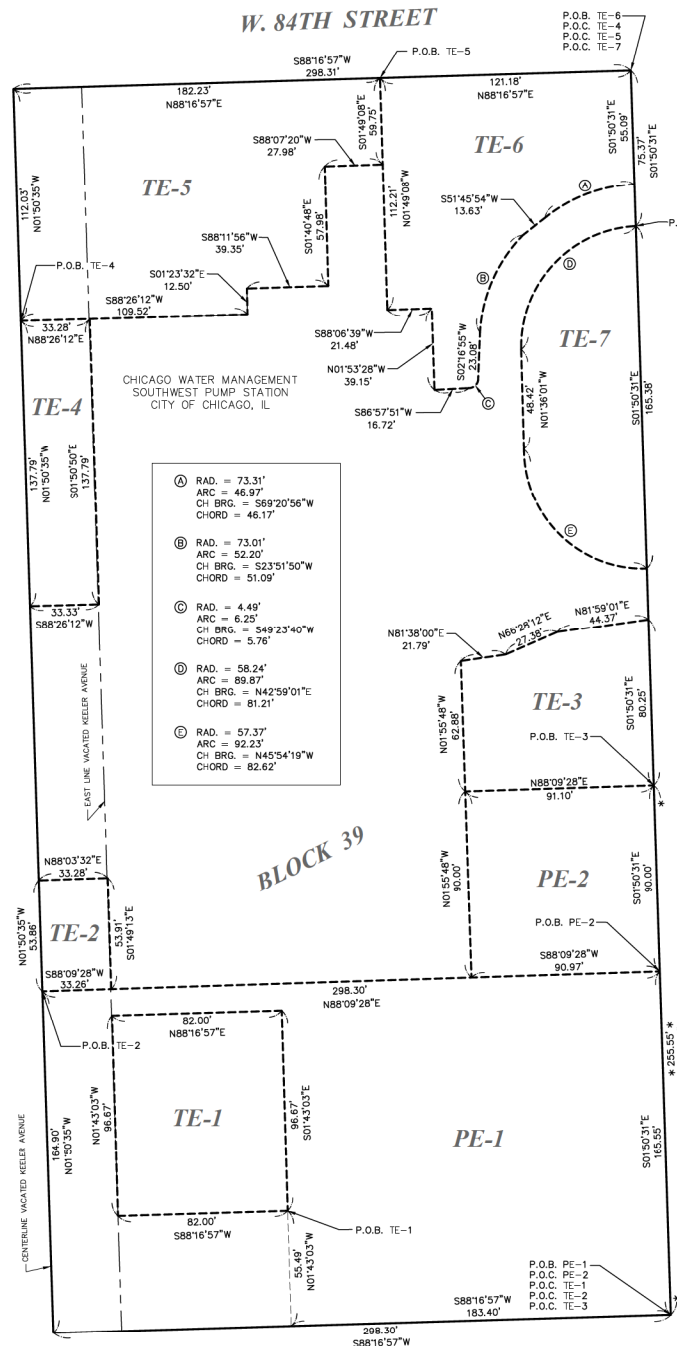
By: _____

Exhibit 1 to Easement Agreement

Depiction of Southwest Pumping Station Site Easements and Temporary Easement Areas, Legal Descriptions and Plat of Easement

[Omitted]

EASEMENT EXHIBIT



LEGAL DESCRIPTIONS:

PE-1:
 THAT PART OF BLOCK 39 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 THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, 298.30 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 31 SECONDS WEST, ALONG SAID CENTERLINE, 164.90 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS EAST, 298.30 FEET TO THE EAST LINE OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 165.55 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, 183.40 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 55.49 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 82.00 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 96.67 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 82.00 FEET; THENCE SOUTH 01 DEGREE 43 MINUTES 03 SECONDS EAST, 96.67 FEET TO THE POINT OF BEGINNING.

PE-2:
 THAT PART OF BLOCK 39 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 THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 39; THENCE NORTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE OF SAID BLOCK 39, A DISTANCE OF 165.55 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, 90.97 FEET; THENCE NORTH 01 DEGREE 55 MINUTES 48 SECONDS WEST, 90.00 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST, 91.10 FEET TO THE EAST LINE OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 90.00 FEET TO THE POINT OF BEGINNING.

TE-1:
 THAT PART OF BLOCK 39 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 THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, 183.40 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 55.49 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 82.00 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 96.67 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 82.00 FEET; THENCE SOUTH 01 DEGREE 43 MINUTES 03 SECONDS EAST, 96.67 FEET TO THE POINT OF BEGINNING.

TE-2:
 THAT PART OF BLOCK 39 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 THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, A DISTANCE OF 298.30 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID CENTERLINE, 164.90 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, ALONG SAID CENTERLINE, 53.86 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 32 SECONDS EAST, 33.28 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 13 SECONDS EAST, 53.91 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, 33.28 FEET TO THE POINT OF BEGINNING.

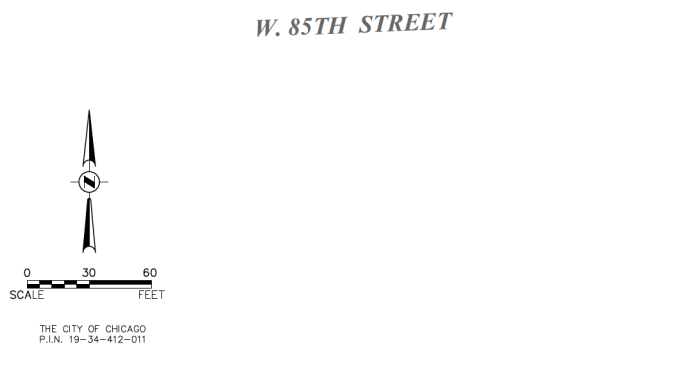
TE-3:
 THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, A DISTANCE OF 298.30 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID CENTERLINE, 164.90 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, ALONG SAID CENTERLINE, 53.86 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 32 SECONDS EAST, 33.28 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 13 SECONDS EAST, 53.91 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, 33.28 FEET TO THE POINT OF BEGINNING.

TE-4:
 THAT PART OF BLOCK 39 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 THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, A DISTANCE OF 298.30 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID CENTERLINE, 164.90 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, ALONG SAID CENTERLINE, 53.86 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 32 SECONDS EAST, 33.28 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 13 SECONDS EAST, 53.91 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, 33.28 FEET TO THE POINT OF BEGINNING.

TE-5:
 THAT PART OF BLOCK 39 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 THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE NORTH LINE OF SAID BLOCK 39, A DISTANCE OF 298.30 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID CENTERLINE, 112.03 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 07 MINUTES 20 SECONDS WEST, 27.98 FEET; THENCE SOUTH 01 DEGREE 40 SECONDS EAST, 57.98 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 56 SECONDS WEST, 39.35 FEET; THENCE SOUTH 01 DEGREE 23 MINUTES 32 SECONDS EAST, 12.50 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 12 SECONDS WEST, 109.52 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 112.03 FEET TO THE SOUTH LINE OF WEST 84TH STREET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, 182.23 FEET TO THE POINT OF BEGINNING.

TE-6:
 THAT PART OF BLOCK 39 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 THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 55.09 FEET; THENCE WESTERLY 46.97 FEET ALONG A CURVE TO THE LEFT WITH RADIUS OF 73.31 FEET, CHORD BEARING SOUTH 89 DEGREES 20 MINUTES 58 SECONDS WEST, AND CHORD LENGTH OF 46.17 FEET; THENCE SOUTH 51 DEGREES 45 MINUTES 54 SECONDS WEST, 13.63 FEET; THENCE SOUTHERLY 52.20 FEET ALONG A CURVE TO THE LEFT WITH RADIUS OF 73.01 FEET, CHORD BEARING SOUTH 23 DEGREES 51 MINUTES 50 SECONDS WEST, AND CHORD LENGTH OF 57.79 FEET; THENCE SOUTH 02 DEGREES 16 MINUTES 55 SECONDS WEST, 23.08 FEET; THENCE SOUTHWESTERLY 6.25 FEET ALONG A CURVE TO THE RIGHT WITH RADIUS OF 4.49 FEET, CHORD BEARING SOUTH 49 DEGREES 43 MINUTES 45 SECONDS WEST, AND CHORD LENGTH OF 5.76 FEET; THENCE SOUTH 86 DEGREES 57 MINUTES 51 SECONDS WEST, 16.72 FEET; THENCE NORTH 01 DEGREE 53 MINUTES 28 SECONDS WEST, 39.15 FEET; THENCE SOUTH 88 DEGREES 06 MINUTES 39 SECONDS WEST, 21.48 FEET; THENCE NORTH 88 DEGREES 03 SECONDS WEST, 112.21 FEET TO THE NORTH LINE OF SAID BLOCK 39; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, ALONG SAID NORTH LINE, 121.18 FEET TO THE POINT OF BEGINNING.

TE-7:
 THAT PART OF BLOCK 39 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 THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 165.55 FEET FOR THE POINT OF BEGINNING; THENCE NORTHWESTERLY 92.23 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY 92.23 FEET ALONG A CURVE TO THE RIGHT WITH RADIUS OF 67.27 FEET, CHORD BEARING NORTH 45 DEGREES 54 MINUTES 19 SECONDS WEST, AND CHORD LENGTH OF 82.62 FEET; THENCE NORTH 01 DEGREE 36 MINUTES 01 SECOND WEST, 48.42 FEET; THENCE NORTHEASTERLY 69.87 FEET ALONG A CURVE TO THE RIGHT WITH RADIUS OF 58.24 FEET, CHORD BEARING NORTH 59 MINUTES 01 SECOND EAST AND CHORD LENGTH OF 81.21 FEET TO THE POINT OF BEGINNING.



Engineering Enterprises, Inc.
 CONSULTING ENGINEERS
 52 Wheeler Road
 Sugar Grove, Illinois 60054
 630.466.6700 / www.eeiweb.com

CITY OF JOLIET
 150 W. JEFFERSON ST.
 JOLIET, IL 60432

DATE:	MARCH 10, 2023
PROJECT NO.:	J02201RB
FILE NO.:	J02201RB-CITY OF CHICAGO
NO. DATE REVISIONS	4-11-23

Exhibit 2 to Easement Agreement

Permitted Uses, Timeframes and Compensation
For Each Southwest Pumping Station Site Easement and Each Temporary Easement

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*
PE-1	41,361	Permanent ⁺ : Exclusive During Joliet Contractor Use; thereafter, Non-Exclusive, except the Area Under the High Service Pump Station Which is Exclusive	Chicago	None	5/1/2024 to 12/31/2029	N/A
PE-2	8,193	Permanent ⁺ : Exclusive During Joliet Contractor Use; thereafter Non-Exclusive, except the Area Under and Between the Joliet Generators Which is Exclusive Non-Exclusive	Chicago	10/1/2025 to 6/30/2026	5/1/2024 to 9/30/2025 & 7/1/26 to 12/31/2029	N/A
TE-1	7,927	Temporary ⁺	Chicago	None	5/1/2024 to 12/31/2029	5.7 years/68 months
TE-2	1,793	Temporary ⁺	Chicago	None	5/1/2024 to 12/31/2029	5.7 years/68 months
TE-3	6,611	Temporary ⁺	Chicago	10/1/2025 to 6/30/2026	7/1/2026 to 12/31/2029	3.5 years/42 months
TE-4	4,589	Temporary ⁺	Chicago	None	5/1/2024 to 12/31/2029	5.7 years/68 months
TE-5	17,404	Temporary ⁺	Chicago	10/1/2025 to 3/31/2027	5/1/2024 to 9/30/2025 & 4/1/2027	4.17 years/50 months (total)

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*
					to 12/31/2029	
TE-6	11,355	Temporary ⁺	Chicago	10/1/2025 to 9/30/2026	10/1/2026 to 12/31/2029	3.33 years/39 months
TE-7	8,054	Temporary ⁺	Chicago	10/1/2025 to 9/30/2026	10/1/2026 to 12/31/2029	3.33 years/39 months

*Subject to change based on final design

*Temporary Easements (TE-1 through TE-7, inclusive) shall be limited to the exclusive use of Joliet during the period of Joliet Contractor use described above for the particular Temporary Easement, unless the Joliet Contractor Use period is modified as mutually agreed pursuant to Section 3(f) of this Agreement. In addition, for the Permanent Easements (PE-1 and PE-2, inclusive) and Temporary Easements (TE-1 through TE-7, inclusive), if Chicago requires access to an Easement Area during a period of Joliet Contractor use for issues such as an emergency, security matter or need for prompt maintenance for short term use by Chicago or one of its contractors, Joliet agrees to coordinate with Chicago to allow such use and Chicago agrees that the Joliet Contractor use period for the affected Easement Areas will be extended for a period equivalent to the period of Chicago use.

Easement Name	Permitted use	Area* (square feet)(SF)	Unit Price Compensation (DIV = Diminution in Value)	Total Compensation
PE-1	See below	41,361	\$5.86/SF plus \$0.50/SF Premia, 10% DIV for Remainder, 179,578 SF whole site	\$397,500
PE-2	See below	8,193		
TE-1	See below	7,927	\$5.86/SF plus \$0.50/SF Premia, 10%/year, no DIV for Remainder	\$28,333
TE-2	See below	1,793	\$5.86/SF plus \$0.50/SF Premia, 10%/year, no DIV for Remainder	\$6,233
TE-3	See below	6,611	\$5.86/SF plus \$0.50/SF Premia, 10%/year, no DIV for Remainder	\$14,700
TE-4	See below	4,589	\$5.86/SF plus \$0.50/SF Premia, 10%/year, no DIV for Remainder	\$16,433
TE-5	See below	17,404	\$5.86/SF plus \$0.50/SF Premia, 10%/year, no DIV for Remainder	\$46,250
TE-6	See below	11,355	\$5.86/SF plus \$0.50/SF Premia, 10%/year, no DIV for Remainder	\$23,400
TE-7	See below	8,054	\$5.86/SF plus \$0.50/SF Premia, 10%/year, no DIV for Remainder	\$16,575
[Note: Total may not foot due to rounding]				Total: \$549,425

*Subject to change based on final design

Permitted Use for PE-1 and PE-2 is the construction, installation, operation, maintenance, repair, relocation, removal, expansion and replacement of the Joliet New Water Supply Infrastructure.

Permitted Use for TE-1 through TE-7, inclusive, is the construction and installation of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure (other than the Tunnel Connection).