

TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("***Agreement***") is made as of the _____ day of _____, 202__, by and between IDI Logistics, LLC, a Delaware limited liability company whose address is 1197 Peachtree St., Suite 600, Atlanta, Georgia 30361 ("***Grantor***"), and **CITY OF JOLIET**, an Illinois municipal corporation having an address at 150 W. Jefferson Street, Joliet, IL 60432 ("***Grantee***"), under the following circumstances, terms, and conditions:

RECITALS

WHEREAS, Grantor is the fee title owner of that certain real property located in Will County, Illinois, as more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "**Grantor Parcel**"); and

WHEREAS, Grantee desires to obtain a temporary easement over a portion of the Grantor Parcel legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 27,
TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN WILL COUNTY BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-
WAY LINE OF FAI ROUTE 80, PER DOCUMENT 886103, AND THE EAST
LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES
33 MINUTES 47 SECONDS WEST ALONG SAID EAST LINE 16.19 FEET TO
THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01
DEGREES 33 MINUTES 47 SECONDS EAST ALONG SAID EAST LINE,
50.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 51 SECONDS
EAST, 80.00 FEET; THENCE SOUTH 01 DEGREES 33 MINUTES 47
SECONDS EAST, 50.00 FEET TO A POINT ON THE NORTH LINE OF A 30
FOOT PUBLIC UTILITY EASEMENT PER DOCUMENT R1999118691;
THENCE SOUTH 88 DEGREES 16 MINUTES 51 SECONDS WEST ALONG
SAID NORTH LINE, 50.00 FEET TO THE POINT OF BEGINNING, IN WILL
COUNTY, ILLINOIS.

and graphically depicted on **Exhibit "B"**, attached hereto and hereby made a part hereof (the "**Temporary Easement Tract**"), for the purpose of constructing and installing certain facilities for the extension of a sewer main and any associated appurtenances (collectively, the "***Facilities***"); and

WHEREAS, Grantor desires to grant a temporary easement to Grantee for the purposes set forth herein, and Grantee desires to accept such grant of temporary easement from Grantor, on the terms and conditions expressly set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), the mutual agreements and covenants contained herein, and for other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference and made a part hereof.

2. **Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee a non-exclusive and temporary easement over, upon, and across the Temporary Easement Tract to use in connection with the construction and installation (the "**Work**") of the Facilities (the "**Temporary Construction Easement**").

3. **Use of the Temporary Easement Tract**

(a) Subject to the limitations set forth herein, Grantor expressly reserves the right to fully use and enjoy the Temporary Easement Tract for all purposes not inconsistent with the Temporary Construction Easement.

(b) Grantee's use of the Temporary Easement Tract shall be in accordance with all applicable laws ("**Applicable Laws**") and the terms of this Agreement. The right of access herein granted pursuant to the Temporary Construction Easement shall be exercised and used by Grantee in such manner as not to cause any unreasonable damage or destruction of any nature whatsoever to the Temporary Easement Tract, the adjacent or contiguous property of Grantor, or any improvements thereon.

(c) During any Work, Grantee shall require that its contractors maintain, or cause to be maintained, (a) Commercial General Liability including, without limitation, products and completed operations coverage, premises liability, personal injury (employees' exclusion deleted) \$1,000,000 per occurrence Bodily Injury and Property Damage, \$2,000,000 annual aggregate, with coverage written on an "occurrence" basis; (b) Comprehensive Auto Liability including owned, non-owned and hired vehicles coverage, \$1,000,000 per occurrence Bodily Injury and Property Damage Liability (Combined Single Limit); and (c) Worker's Compensation & Employer's Liability insurance meeting statutory limits required by applicable Workers' Compensation Law for liability arising under any other Applicable Laws or governmental enactment for the protection of employees. Such policies shall be with solvent, reputable insurance companies, naming Grantor as an additional insured, and in form and substance adequate to insure against all liability of Grantee arising out of any entry or inspections of the Grantor Parcel pursuant to the provisions hereof. Grantee shall provide evidence of such insurance to Grantor prior to commencing the Work.

(d) Grantee shall provide Grantor with not less than forty-eight (48) hours notice, in writing, before commencing the Work on the Temporary Easement Tract and will notify Grantor when the Work is completed.

4. **Expiration of Temporary Construction Easement.** This easement is a temporary easement and unless, it is extended in a written agreement between Grantor and Grantee, this Agreement shall expire, without any action by either party, upon the earlier of: (i) the date that is eighteen (18) months after the Effective Date of this Agreement, with two (2) extensions of six (6) months each if required by Grantee, and (ii) the date upon which Grantee completes the installation of the Facilities. Upon the completion of the installation of the Facilities or the expiration of this Agreement, whichever is earlier, Grantee shall remove all equipment, materials, supplies, and other items placed by it on the Temporary Easement Tract, unless otherwise agreed to by both parties.

5. **Restoration.** Grantee shall, at Grantee's cost and expense, and upon completion of the Facilities authorized by this Agreement, or the expiration of this Agreement, whichever is earlier, restore the surface(s) of the Temporary Easement Tract to the same or better condition than that which existed prior to the beginning of any Work, including the replacement of any turf areas, driveways, sidewalks, parking lot pavement and ingress and egress roadway pavement or other pavement.

6. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Grantor Parcel in favor of Grantee or its agents. In the event that any such lien or encumbrance shall arise or accrue against Grantor or the Grantor Parcel, Grantee shall promptly cause such lien to be released of record by payment thereof or posting a bond with Grantor in a form and amount that is reasonably satisfactory to Grantor.

7. **Indemnity.** To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold Grantor harmless from any and all claims, liens, penalties, demands, actions, proceedings, liabilities, or losses of any nature whatsoever (including reasonable attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Grantee, or its employees, agents, representatives, contractors, or assigns (collectively, the "***Grantee Parties***") in exercising any of Grantee's rights under this Agreement or from the use of the Temporary Easement Tract in any manner whatsoever by any of the Grantee Parties. Notwithstanding the foregoing, Grantee shall not be obligated to defend, indemnify or hold Grantor harmless from any claims, liens, penalties, demands, actions, proceedings, liabilities, or losses which arise out of or are caused, in whole or in part, by the acts or omissions of the Grantor or its employees, agents, representatives, contractors, or assigns. Grantee's obligations under this paragraph shall be in addition to, and not in lieu of, Grantee's obligation to maintain insurance. Grantee's obligations in this paragraph shall survive the termination or expiration of this Agreement.

8. **Exceptions.** The Temporary Construction Easement granted herein shall be subject to all covenants, easements, and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any parties which would be revealed by a physical inspection of the Grantor Parcel affecting the Temporary Easement Tract and appearing of record in the Official Public Records of Real Property of Will County, Illinois as of the date hereof.

9. **Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by all parties hereto.

10. **Notices.** All notices to be given hereunder shall be personally delivered, sent via certified mail, return receipt requested with postage prepaid, or mailed via a reputable overnight courier to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

IF TO GRANTOR: IDI Logistics, LLC
1197 Peachtree St. Suite 600
Atlanta, Georgia, 30361
Attn: General Counsel

IF TO GRANTEE: City of Joliet
150 W. Jefferson Street
Joliet, Illinois 60432
Attn: Director of Public Utilities

All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of delivery.

11. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof.

12. **Section Headings.** The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an Exhibit in this Agreement shall be deemed to incorporate by reference that Exhibit into this Agreement such that it is an integral part of this Agreement.

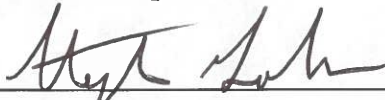
13. **Counterparts.** This Agreement may be executed in multiple counterparts (which may be delivered via emailed .pdf or other means of electronic transmission), each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

14. **Severability.** In the event any term or provisions of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby and shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

IDI Logistics, LLC
A Delaware limited liability company
f/k/a Industrial Developments International, Inc.
A Delaware corporation

By: 
Name: Stephen Golunbell
Title: VP of Development

GRANTEE:

CITY OF JOLIET

By: _____
Name: Beth Beatty
Title: City of Joliet, City Manager

STATE OF Illinois)
COUNTY OF DuPage)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Steve Golumbeck, whose name is signed to the foregoing instrument, and who is known to me to be the VPO of Development of IDI Logistics, LLC, f/k/a Industrial Developments International, Inc., acknowledged before me on this day that, being informed of the contents of said instrument and having all necessary authorizations from said limited liability company to do so, he/she executed the same, on behalf of said limited liability company, voluntarily on the day the same bears date.

Given under my hand and official seal, this 3 day of March, 2025.



Tracey Rubach
Notary Public

STATE OF _____)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me to be the _____ of City of Joliet, acknowledged before me on this day that, being informed of the contents of said instrument and having all necessary authorizations from said City to do so, he/she executed the same, on behalf of said City, voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____, 202__.

Notary Public

EXHIBIT A
(Grantor Parcel)

Lot 61 in Rock Run Business Park Unit 5-A, a subdivision of Lot 57 in Rock Run Business Park Unit 5, being a subdivision of part of the Southeast Quarter of Section 22, the Southwest Quarter of Section 23, the Northwest Quarter of Section 26, and the Northeast Quarter of Section 27, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded September 24, 1999 as Document No. R99-118691, in Will County, Illinois.

EXHIBIT B

