

## **GRANT OF EASEMENT**

**THIS INDENTURE WITNESSETH**, that the Grantor, **LARKIN VILLAGE LP**; with a parcel at 1007 Lois Place, Joliet, IL 60435, 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, maintain, replacement and relocation of a water main and related appurtenances (the **“Permitted Improvements”**), in, under, over, and upon the real property legally described as follows (the **“Public Utility Easement Tract”**):

### PERMANENT PUBLIC UTILITY EASEMENT:

THAT PART LANDS DESCRIBED IN DEED RECORDED JANUARY 10, 1997 AS DOCUMENT R1997-002914 BEING PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF SAID LANDS;  
THENCE NORTH 01 DEGREES 38 MINUTES 28 SECONDS WEST ALONG THE EAST LINE OF SAID LANDS, 549.20 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 88 DEGREES 35 MINUTES 26 SECONDS WEST, 15.29 FEET;  
THENCE SOUTH 01 DEGREES 44 MINUTES 39 SECONDS EAST, 154.02 FEET;  
THENCE SOUTH 09 DEGREES 41 MINUTES 03 SECONDS WEST, 17.01 FEET;  
THENCE SOUTH 01 DEGREES 37 MINUTES 51 SECONDS EAST, 142.06 FEET;  
THENCE SOUTH 06 DEGREES 37 MINUTES 13 SECONDS EAST, 30.33 FEET;  
THENCE SOUTH 01 DEGREES 37 MINUTES 51 SECONDS EAST, 182.62 FEET;  
THENCE SOUTH 20 DEGREES 52 MINUTES 09 SECONDS WEST, 25.78 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS;  
THENCE SOUTH 88 DEGREES 00 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID LANDS, 10.85 FEET;  
THENCE NORTH 20 DEGREES 52 MINUTES 09 SECONDS EAST, 28.01 FEET;  
THENCE NORTH 01 DEGREES 37 MINUTES 51 SECONDS WEST, 171.01 FEET;  
THENCE SOUTH 88 DEGREES 38 MINUTES 07 SECONDS WEST, 15.22 FEET;  
THENCE NORTH 01 DEGREES 21 MINUTES 53 SECONDS WEST, 10.00 FEET;  
THENCE NORTH 88 DEGREES 38 MINUTES 07 SECONDS EAST, 15.10 FEET;  
THENCE NORTH 06 DEGREES 37 MINUTES 13 SECONDS WEST, 29.52 FEET;  
THENCE NORTH 01 DEGREES 37 MINUTES 41 SECONDS WEST, 39.04 FEET;  
THENCE SOUTH 88 DEGREES 31 MINUTES 53 SECONDS WEST, 20.48 FEET;  
THENCE NORTH 46 DEGREES 13 MINUTES 05 SECONDS WEST, 7.09 FEET;  
THENCE SOUTH 88 DEGREES 22 MINUTES 44 SECONDS WEST, 4.19 FEET;  
THENCE NORTH 01 DEGREES 35 MINUTES 41 SECONDS WEST, 10.00 FEET;  
THENCE NORTH 88 DEGREES 31 MINUTES 03 SECONDS EAST, 8.39 FEET;  
THENCE SOUTH 46 DEGREES 13 MINUTES 05 SECONDS EAST, 7.08 FEET;  
THENCE NORTH 88 DEGREES 31 MINUTES 53 SECONDS EAST, 16.28 FEET;  
THENCE NORTH 01 DEGREES 37 MINUTES 51 SECONDS WEST, 94.45 FEET;  
THENCE NORTH 09 DEGREES 41 MINUTES 03 SECONDS EAST, 17.00 FEET;  
THENCE NORTH 01 DEGREES 44 MINUTES 39 SECONDS WEST, 136.16 FEET;  
THENCE SOUTH 88 DEGREES 38 MINUTES 07 SECONDS WEST, 15.18 FEET;  
THENCE NORTH 01 DEGREES 21 MINUTES 53 SECONDS WEST, 10.00 FEET;  
THENCE NORTH 88 DEGREES 38 MINUTES 07 SECONDS EAST, 15.12 FEET;

THENCE NORTH 01 DEGREES 44 MINUTES 39 SECONDS WEST, 10.41 FEET;  
THENCE NORTH 43 DEGREES 04 MINUTES 01 SECONDS EAST, 9.12 FEET;  
THENCE SOUTH 88 DEGREES 35 MINUTES 26 SECONDS EAST, 18.88 FEET TO A POINT ON THE EAST LINE OF SAID LANDS;  
THENCE SOUTH 01 DEGREES 38 MINUTES 28 SECONDS EAST ALONG THE EAST LINE OF SAID LANDS, 10.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

TEMPORARY PUBLIC UTILITY EASEMENT:

THAT PART LANDS DESCRIBED IN DEED RECORDED JANUARY 10, 1997 AS DOCUMENT R1997-002914 BEING PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LANDS;  
THENCE SOUTH 88 DEGREES 00 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID LANDS, 69.06 FEET;  
THENCE NORTH 20 DEGREES 52 MINUTES 09 SECONDS EAST, 49.78 FEET;  
THENCE NORTH 01 DEGREES 38 MINUTES 28 SECONDS WEST, 104.11 FEET;  
THENCE NORTH 88 DEGREES 21 MINUTES 32 SECONDS EAST, 10.00 FEET;  
THENCE NORTH 01 DEGREES 38 MINUTES 28 SECONDS WEST, 37.56 FEET;  
THENCE SOUTH 88 DEGREES 21 MINUTES 32 SECONDS WEST, 10.00 FEET;  
THENCE NORTH 01 DEGREES 38 MINUTES 28 SECONDS WEST, 67.17 FEET;  
THENCE SOUTH 88 DEGREES 21 MINUTES 32 SECONDS WEST, 12.88 FEET;  
THENCE NORTH 01 DEGREES 38 MINUTES 28 SECONDS WEST, 40.00 FEET;  
THENCE NORTH 88 DEGREES 21 MINUTES 32 SECONDS EAST, 12.88 FEET;  
THENCE NORTH 01 DEGREES 38 MINUTES 28 SECONDS WEST, 121.37 FEET;  
THENCE NORTH 88 DEGREES 21 MINUTES 32 SECONDS EAST, 10.00 FEET;  
THENCE NORTH 01 DEGREES 38 MINUTES 28 SECONDS WEST, 35.23 FEET;  
THENCE SOUTH 88 DEGREES 21 MINUTES 32 SECONDS WEST, 10.00 FEET;  
THENCE NORTH 01 DEGREES 38 MINUTES 28 SECONDS WEST, 129.40 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS;  
THENCE NORTH 88 DEGREES 04 MINUTES 38 SECONDS WEST ALONG THE NORTH LINE OF SAID LANDS, 50.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS;  
THENCE SOUTH 01 DEGREES 38 MINUTES 28 SECONDS EAST ALONG THE EAST LINE OF SAID LANDS, 580.67 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PIN: 30-07-06-400-008-0000

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 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 conflict with the

construction, maintenance or operation of the water main 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 Grantor a plat of survey 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 after any construction activities shall be restored to its existing depth. All asphalt pavement removed shall be replaced in kind.

**IN WITNESS WHEREOF**, the Grantor hereunto sets its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**LARKIN VILLAGE LP**

**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.

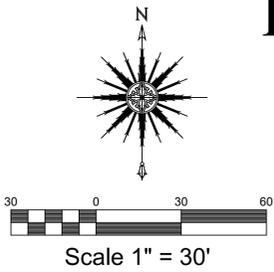
\_\_\_\_\_  
Notary Public

**PREPARED BY/RETURN TO THE GRANTEE:**  
City of Joliet, Legal Department, 150 West Jefferson Street, Joliet, Illinois 60432

# EASEMENT EXHIBIT

## LEGAL DESCRIPTION - SUBJECT PARCEL

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
 BEGINNING AT AN IRON AT THE NORTHWEST CORNER OF BLACK ROAD TERRACE SUBDIVISION UNIT NO. TWO; THENCE NORTH 578.66 FEET TO AN IRON; THENCE NORTH 89 DEGREES 53 MINUTES EAST 615.83 FEET TO AN IRON; THENCE SOUTH 578.66 FEET TO AN IRON; THENCE SOUTH 89 DEGREES 53 MINUTES WEST 615.83 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS



## LEGAL DESCRIPTION - PERMANENT WATERMAIN EASEMENT

THAT PART LANDS DESCRIBED IN DEED RECORDED JANUARY 10, 1997 AS DOCUMENT R1997-002914 BEING PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
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 THENCE NORTH 01 DEGREES 38 MINUTES 28 SECONDS WEST ALONG THE EAST LINE OF SAID LANDS, 549.20 FEET TO THE POINT OF BEGINNING;  
 THENCE SOUTH 88 DEGREES 35 MINUTES 26 SECONDS WEST, 15.29 FEET;  
 THENCE SOUTH 01 DEGREES 44 MINUTES 39 SECONDS EAST, 154.02 FEET;  
 THENCE SOUTH 09 DEGREES 41 MINUTES 03 SECONDS WEST, 17.01 FEET;  
 THENCE SOUTH 01 DEGREES 37 MINUTES 51 SECONDS EAST, 142.06 FEET;  
 THENCE SOUTH 06 DEGREES 37 MINUTES 13 SECONDS EAST, 30.33 FEET;  
 THENCE SOUTH 01 DEGREES 37 MINUTES 51 SECONDS EAST, 182.62 FEET;  
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 THENCE SOUTH 88 DEGREES 00 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID LANDS, 10.85 FEET;  
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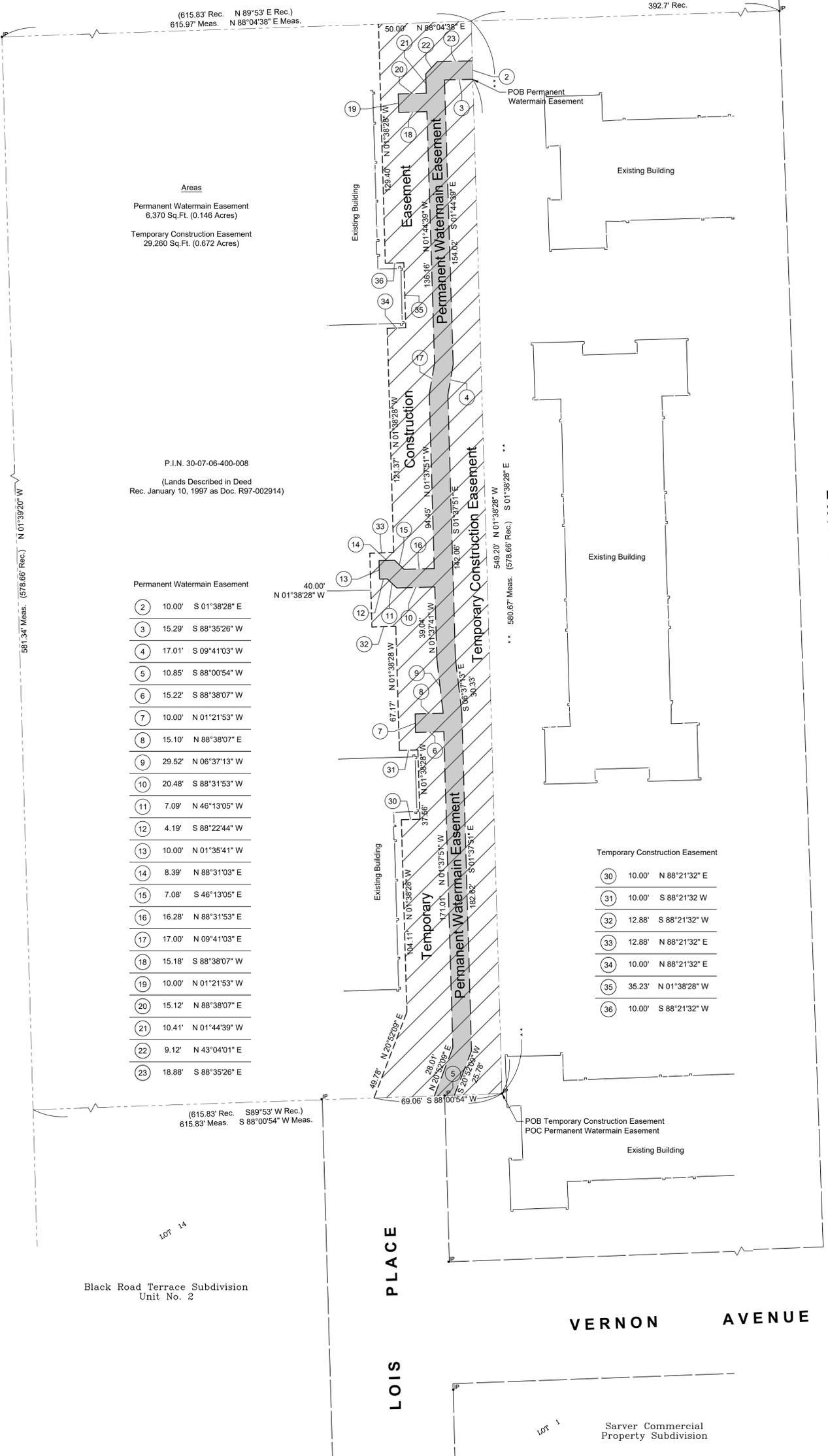
**Areas**  
 Permanent Watermain Easement  
 6,370 Sq.Ft. (0.146 Acres)  
 Temporary Construction Easement  
 29,260 Sq.Ft. (0.672 Acres)

P.I.N. 30-07-06-400-008  
 (Lands Described in Deed  
 Rec. January 10, 1997 as Doc. R97-002914)

Permanent Watermain Easement	Temporary Construction Easement
② 10.00' S 01°38'28" E	⑩ 20.48' S 88°31'53" W
③ 15.29' S 88°35'26" W	⑪ 7.09' N 46°13'05" W
④ 17.01' S 09°41'03" W	⑫ 4.19' S 88°22'44" W
⑤ 10.85' S 88°00'54" W	⑬ 10.00' N 01°35'41" W
⑥ 15.22' S 88°38'07" W	⑭ 8.39' N 88°31'03" E
⑦ 10.00' N 01°21'53" W	⑮ 7.08' S 46°13'05" E
⑧ 15.10' N 88°38'07" E	⑯ 16.28' N 88°31'53" E
⑨ 29.52' N 06°37'13" W	⑰ 17.00' N 09°41'03" E
⑩ 20.48' S 88°31'53" W	⑱ 15.18' S 88°38'07" W
⑪ 7.09' N 46°13'05" W	⑲ 10.00' N 01°21'53" W
⑫ 4.19' S 88°22'44" W	⑳ 15.12' N 88°38'07" E
⑬ 10.00' N 01°35'41" W	㉑ 10.41' N 01°44'39" W
⑭ 8.39' N 88°31'03" E	㉒ 9.12' N 43°04'01" E
⑮ 7.08' S 46°13'05" E	㉓ 18.88' S 88°35'26" E
⑯ 16.28' N 88°31'53" E	
⑰ 17.00' N 09°41'03" E	
⑱ 15.18' S 88°38'07" W	
⑲ 10.00' N 01°21'53" W	
⑳ 15.12' N 88°38'07" E	
㉑ 10.41' N 01°44'39" W	
㉒ 9.12' N 43°04'01" E	
㉓ 18.88' S 88°35'26" E	

## LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT

THAT PART LANDS DESCRIBED IN DEED RECORDED JANUARY 10, 1997 AS DOCUMENT R1997-002914 BEING PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
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 THENCE SOUTH 88 DEGREES 00 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID LANDS, 69.06 FEET;  
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STATE OF ILLINOIS )  
 COUNTY OF MCHENRY )  
 I HEREBY CERTIFY THAT WE HAVE PREPARED THE FORGOING INSTRUMENT AND THAT THIS IS A CORRECT REPRESENTATION THEREOF.  
 DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.  
 BAXTER & WOODMAN CONSULTING ENGINEERS.  
 DATE: February 10, 2026 BY: *Anthony Bianchin*  
 ANTHONY BIANCHIN, P.L.S.  
 PROFESSIONAL LAND SURVEYOR  
 ILLINOIS NO. 035-003603  
 MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2026



"LICENSE EXPIRES 11-30-2026"

**EASEMENT EXHIBIT**

**BAXTER & WOODMAN**  
 Consulting Engineers  
 8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012  
 PHONE: 815-459-1260 • FAX: 815-455-0450

DRAWN BY: AEB	CHECKED BY: AEB	S-T-R: 6-35-10	SCALE: 1" = 30'
CLIENT: City of Joliet			JOB NO: <b>2401619.00</b>

P:\JLIC\2401619-2026 WATER MAIN REPLACEMENT PROGRAM\LARKIN AVE--PLATS.DWG Plot of Easement (30-07-06-400-008)  
 Plotted: 2/10/2026 3:43 PM By: ABIANCHIN  
 State of Illinois - Professional Design Firm  
 License No. - 194-001121 - Expires 4-30-27