

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, **VIRGINIA OROZCO**; with a residential lot at 705 Henry Street., 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 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”**):

10' PUBLIC PERMANENT UTILITY EASEMENT:

THAT PART OF LOT 3 IN BLOCK 1 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, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3;
THENCE SOUTH 01 DEGREES 40 MINUTES 36 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, 23.85 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 01 DEGREES 40 MINUTES 36 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, 10.00 FEET;
THENCE NORTH 84 DEGREES 59 MINUTES 19 SECONDS WEST, 23.10 FEET TO A POINT ON THE EAST LINE OF HICKORY CREEK;
THENCE NORTHEASTERLY ALONG THE EAST LINE OF HICKORY CREEK, 12.4 FEET, MORE OR LESS; THENCE SOUTH 84 DEGREES 59 MINUTES 19 SECONDS EAST, 14.50 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

TEMPORARY UTILITY EASEMENT:

THAT PART OF LOT 3 IN BLOCK 1 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, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3;
THENCE SOUTH 01 DEGREES 40 MINUTES 36 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, 53.86 FEET;
THENCE SOUTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, 53.43 FEET TO A POINT ON THE EAST LINE OF HICKORY CREEK;
THENCE NORTHEASTERLY ALONG THE EAST LINE OF HICKORY CREEK, 75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.
PIN: 30-07-15-212-003-0000

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

