

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

Melissa M. Wolf
Storino, Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, IL 60018

(This Space for Recorder's Use Only)

**EASEMENT AGREEMENT
FOR WATER DELIVERY STRUCTURE**

THIS EASEMENT AGREEMENT ("Agreement") is dated as of this _____ day of _____, 202__, by and between the GRAND PRAIRIE WATER COMMISSION, a regional water commission, municipal corporation, and body politic and corporate ("Commission"), and CITY OF JOLIET, an Illinois municipal corporation ("Owner"), which may be collectively referred to as the "Parties" or individually as a "Party".

IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement and pursuant to City's statutory and home rule powers and the Commission's statutory powers, the Parties agree as follows:

1. **BACKGROUND.**

A. The Owner is the owner of certain real estate located at 400 Stryker Avenue in Joliet, County of Will, State of Illinois, which real estate is legally described in Exhibit A ("Subject Property").

B. The Owner and the Commission have determined that it is in their respective best interests to enter into this Agreement in order to provide the Commission with a sufficient property interest in the Subject Property to fulfill the purposes described in this Agreement.

2. **GRANT AND USE OF PERMANENT EASEMENTS.** The Owner grants, conveys, warrants, and dedicates to the Commission the following easements in connection with the Commission's water works system together with all reasonable rights of ingress and egress over, along, across, and upon the Subject Property necessary for the exercise of the rights granted in this Agreement:

A. A permanent and perpetual exclusive easement in, at, over, on, along, across, through, upon, and under that portion of the Subject Property legally described and depicted as the exclusive water delivery structure easement in Exhibit B ("WDS Exclusive Easement Premises"), to survey, construct, install, operate, use, maintain, own, test, inspect, repair, remove, and replace or abandon in place (collectively "Permitted Uses") a water delivery structure and related water transmission mains and related conduit and any appurtenances to the water delivery structure and such mains and conduit as well as an access road for the purpose of vehicular, equipment and pedestrian ingress and egress and other utilities necessary to serve the WDS Facilities (collectively, "WDS Facilities"), provided, however, that Owner may install its water main

to connect to the Commission water main to receive delivery of water from the Commission within the WDS Exclusive Easement Premises; and

B. A permanent and perpetual non-exclusive easement in, at, over, on, along, across, through, upon, and under that portion of the Subject Property legally described and depicted as the non-exclusive water delivery structure easement in Exhibit B ("WDS Non-Exclusive Easement Premises"), to perform the Permitted Uses for the WDS Facilities and a water transmission main or mains and related conduit and any appurtenances to such mains and conduit (collectively, "Water Mains"); provided, however, that the water delivery structure itself will not be located in the WDS Non-Exclusive Easement Premises.

The WDS Facilities and the Water Mains are collectively referred to as the "Facilities". The WDS Exclusive Easement Premises and the WDS Non-Exclusive Easement Premises are collectively referred to as the "Permanent Easement Premises". The Commission shall, at its sole cost and expense, complete the Permitted Uses for the Facilities in a good and workmanlike manner. Title to the Facilities installed within the Permanent Easement Premises by the Commission shall vest solely in the Commission.

3. **GRANT AND USE OF TEMPORARY CONSTRUCTION EASEMENT**. The Owner grants, conveys, and warrants to the Commission a temporary construction easement for the Permitted Uses for the Facilities in, at, over, on, along, across, through, upon and under that portion of the Subject Property legally described and depicted as the temporary easement on Exhibit B ("Temporary Easement Premises"). The Temporary Easement Premises shall be used by the Commission for a period commencing with the start of initial construction on the Permanent Easement Premises and ending on December 31, 2032, or such other date to which the Parties mutually agree.

4. **INDEMNITY, HOLD HARMLESS AND INSURANCE**.

A. **Party Indemnity**.

i. The Commission agrees to indemnify and hold harmless the Owner, its officers, employees and agents ("Owner Group") from and against all claims, demands, damages, losses, and causes of action (collectively "Claims") that arise directly from the Permitted Uses of the Facilities on the Permanent Easement Premises and the Permitted Uses on the Temporary Easement Premises and are being asserted by any person on account of the bodily injury or death of any officer, employee or agent of the Commission ("Commission Group"), or damage to or loss of property of Commission Group.

ii. The Owner agrees to indemnify and hold harmless the Commission Group from and against all Claims that arise out of or are related to negligent actions or failures to act by the Owner and Owner Group pertaining to the Subject Property and are being asserted by any person on account of the bodily injury or death of any member of Owner Group, or damage to or loss of property of Owner Group.

B. **Third-Party Indemnity**. Subject to Section 4.A. above, each Party agrees to indemnify and hold harmless the other Party from and against any third-party Claim, including without limitation any Claim related to any personal injury, death of any person, damage or destruction of any personal or real property, or liens for labor or materials, to the extent caused by the negligent actions or failures to act of the indemnifying Party's group in connection with the Commission's Permitted Uses of the Facilities on the Permanent Easement Premises and the Permitted Uses on the Temporary Easement Premises and the negligent actions or failures to act by Owner or the Owner Group in connection with Owner's use of the Subject Property.

C. Insurance By Commission and Owner. Each Party shall carry at all times, with respect to the Permanent Easement Premises and the Temporary Easement Premises, commercial general liability insurance, including contractual liability coverage in commercially reasonable limits. Such insurance shall name the other Party as an additional insured. Each Party shall, from time to time upon request of the other Party, furnish to the other Party certificates and copies of policies evidencing such coverage.

D. Insurance and Indemnification by Contractors. The Commission shall require any contractor it retains to perform work within the Permanent Easement Premises and the Temporary Easement Premises, and the Owner shall require any contractor it retains to perform work on the Subject Property, to:

i. name the other Party as an additional insured on the contractor's commercial general liability insurance, including contractual liability coverage, in commercially reasonable limits. Each Party shall require its contractor to furnish to the other Party certificates and copies of policies evidencing such coverage; and

ii. indemnify and hold harmless the other Party's group (the Owner Group or Commission Group, as applicable) from and against any third-party Claim, including without limitation any Claim related to any personal injury, death of any person, damage or destruction of any personal or real property, or liens for labor or materials, to the extent caused by the negligent actions or failures to act of the Contractor.

5. **RESERVED RIGHTS.**

A. The Owner reserves the right to use the WDS Non-Exclusive Easement Premises and Temporary Easement Premises in any manner that will not prevent, interfere with, or impair in any way the Commission's exercise of the rights granted in this Agreement; provided, however, that the Owner shall not take any actions or permit actions to be taken within, along, upon or adjacent to the Permanent Easement Premises and the Temporary Easement Premises that would permanently or temporarily improve or obstruct the Permanent Easement Premises, or the Temporary Easement Premises during the term in Section 3, or that violate the requirements of Section 8.9 of the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024 ("Water Supply Agreement") so long as said agreement, or any related successor agreement, remains in effect and the Village remains a party thereto.

B. The Commission shall be permitted at all times to inspect the Permanent Easement Premises and Temporary Easement Premises and to enter upon the Permanent Easement Premises and Temporary Easement Premises to ensure that the terms of this Agreement are being fulfilled and to perform any Permitted Uses that the Commission may choose to perform.

6. **TERMS OF USE BY COMMISSION.**

A. The rights granted by this Agreement shall include, without limitation, the removal or relocation of items which conflict with the Permitted Uses for the Facilities.

B. The Permitted Uses of the Facilities and related activities by the Commission on the Permanent Easement Premises and Temporary Easement Premises shall not permanently interfere with or change the natural drainage of the Subject Property.

C. The Parties intend that the Subject Property will be enclosed by a fence that will be installed, owned, maintained and repaired by the Owner. The Owner shall provide to the Commission keys or other methods for unlocking gates as necessary for access for the Permitted Uses.

D. The Owner will be responsible for all maintenance and repair on the Subject Property other than for the Facilities.

7. **COMMISSION RESTORATION.** Upon completion of the Permitted Uses for the Facilities, the Commission agrees to restore the surface of the Permanent Easement Premises and Temporary Easement Premises to its original grade and condition except where otherwise required for the Permitted Uses.

8. **ADDITIONAL EASEMENTS.** The Owner agrees that the Owner will not subsequently grant any exclusive or non-exclusive easement or other right in, at, over, on, along, across, through, upon and under the Permanent Easement Premises, which will in any way interfere with the rights of the Commission under this Agreement or be inconsistent with Section 8.9 of the Water Supply Agreement so long as said agreement, or any related successor agreement, remains in effect and the Village remains a party thereto. To the best of Owner's knowledge, Owner represents that there are no prior exclusive or non-exclusive easements previously granted affecting the Permanent Easement Premises and Temporary Easement Premises that may cause such interference. The Owner shall not grant any easement or other right in, at, over, on, along, across, through, upon and under the Permanent Easement Premises or Temporary Easement Premises without prior notice to the Commission and must obtain the Commission's prior review and written approval for any easement to be granted in an exclusive easement area. Any easement granted in violation of this Section shall be invalid.

9. **COVENANTS RUNNING WITH THE LAND.** The easements, rights, restrictions, agreements and covenants granted, imposed by, or contained in this Agreement shall be (A) easements, rights, restrictions, agreements and covenants running with the land, (B) recorded against the Subject Property at the Commission's expense and (C) binding upon and inure to the benefit of the Owner and the Commission and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion of the Subject Property, and all persons claiming under them.

10. **ASSIGNMENT OF RIGHTS.** The Owner agrees that the Commission may assign its rights or delegate its duties under this Agreement to any assignee for the purpose of the Permitted Uses of the Facilities.

11. **AMENDMENT.** This Agreement may be modified, amended, or annulled only by the written agreement of the Owner and the Commission.

12. **EXHIBITS.** Exhibits A through B attached to this Agreement are incorporated in and made a part of this Agreement by this reference.

13. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate and each copy shall be considered an original, and all of which will be considered the same Agreement.

[signatures on following page]

THE UNDERSIGNED, intending to be legally bound, have executed this Agreement as of the date written on the first page of this Agreement.

CITY OF JOLIET, an Illinois municipal corporation

ATTEST/WITNESS:

By: _____
Lauren O'Hara, City Clerk

By: _____
Terry D'Arcy, Mayor

ATTEST:

GRAND PRAIRIE WATER COMMISSION, a regional water commission, municipal corporation, and body politic and corporate

By: _____
John D. Noak, Secretary

By: _____
Clarence C. Debold, Chair

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

This instrument was acknowledged before me on _____, 20__, by Clarence C. Debold, the Chair of the **GRAND PRAIRIE WATER COMMISSION**, a regional water commission, municipal corporation, and body politic and corporate, and by John D. Noak, the Secretary of said commission.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

This instrument was acknowledged before me on _____, 20__, by _____, the Mayor of the **CITY OF JOLIET**, an Illinois municipal corporation, and by Lauren O'Hara, the City Clerk of said City.

Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT A

Legal Description of the Subject Property

THE NORTH 10 ACRES OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, LYING WEST OF THE FOLLOWING DESCRIBED LINE: SAID LINE BEING A STRAIGHT LINE FROM A POINT ON THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 630.75 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SAID SOUTHWEST 1/4 WHICH IS 630.10 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

Commonly Known as 400 Stryker Avenue in Joliet, Will County, Illinois 60436

Permanent Real Estate Index No. 30-07-17-330-028-0000

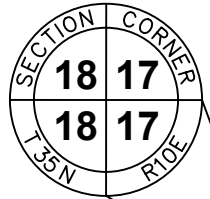
EXHIBIT B

Legal Description and Depiction of the
Permanent Easement Premises and Temporary Easement Premises

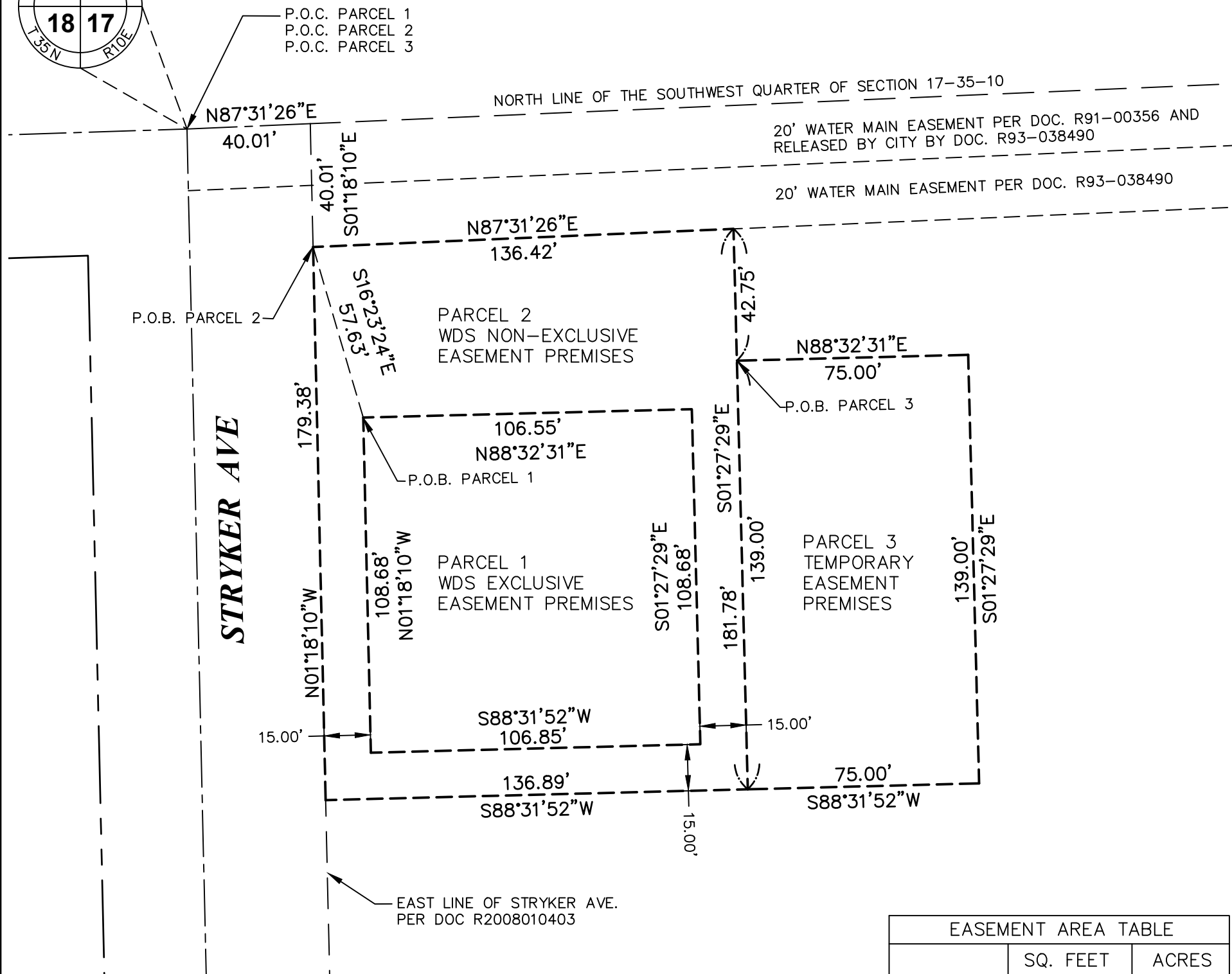
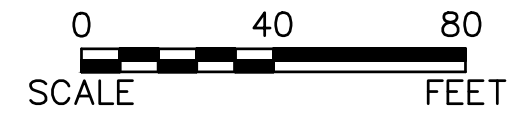
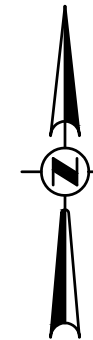
See attached Easement Exhibit prepared by Engineering Enterprises, Inc.,
consisting of two sheets attached

Commonly Known as 400 Stryker Avenue in Joliet, Will County, Illinois 60436

Permanent Real Estate Index No. 30-07-17-330-028-0000



EASEMENT EXHIBIT



EASEMENT AREA TABLE		
	SQ. FEET	ACRES
PARCEL 1	11,597	0.27
PARCEL 2	13,078	0.30
PARCEL 3	10,426	0.24



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

JOLIET PRIMARY

DATE: NOV. 4, 2025

P.I.N. 07-17-330-028

SHEET 1 OF 2

PROJECT NO: P23036
FILE NO: JOLIET PRIMARY EASEMENTS

H: \SDSKProj\JO_Joliet\2022\J02201RB-Easements\Joliet

EASEMENT LEGAL DESCRIPTIONS

LEGAL DESCRIPTIONS:

PARCEL 1: WDS EXCLUSIVE EASEMENT PREMISES

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 31 MINUTES 26 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 40.01 TO THE EAST LINE OF STRYKER AVE DESCRIBED IN DOCUMENT R2008010403; THENCE SOUTH 01 DEGREES 18 MINUTES 10 SECONDS EAST, ALONG SAID EAST LINE, 40.01 FEET; THENCE SOUTH 16 DEGREES 23 MINUTES 24 SECONDS EAST, 57.63 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 32 MINUTES 31 SECONDS EAST, 106.55 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 29 SECONDS EAST, 108.68 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 52 SECONDS WEST 106.85 FEET; THENCE NORTH 01 DEGREES 18 MINUTES 10 SECONDS WEST, 108.68 FEET TO THE POINT OF BEGINNING;

PARCEL 2: WDS NON-EXCLUSIVE EASEMENT PREMISES

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 31 MINUTES 26 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 40.01 TO THE EAST LINE OF STRYKER AVE DESCRIBED IN DOCUMENT R2008010403; THENCE SOUTH 01 DEGREES 18 MINUTES 10 SECONDS EAST, ALONG SAID EAST LINE, 40.01 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 87 MINUTES 31 MINUTES 26 SECONDS EAST, 136.42 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 29 SECONDS EAST, 181.78 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 52 SECONDS WEST, 136.89 FEET TO SAID EAST LINE; THENCE NORTH 01 DEGREES 18 MINUTES 10 SECONDS WEST, ALONG SAID EAST LINE, 179.38 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 31 MINUTES 26 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 40.01 TO THE EAST LINE OF STRYKER AVE DESCRIBED IN DOCUMENT R2008010403; THENCE SOUTH 01 DEGREES 18 MINUTES 10 SECONDS EAST, ALONG SAID EAST LINE, 40.01 FEET; THENCE SOUTH 16 DEGREES 23 MINUTES 24 SECONDS EAST, 57.63 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 32 MINUTES 31 SECONDS EAST, 106.55 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 29 SECONDS EAST, 108.68 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 52 SECONDS WEST 106.85 FEET; THENCE NORTH 01 DEGREES 18 MINUTES 10 SECONDS WEST, 108.68 FEET TO THE POINT OF BEGINNING;

PARCEL 3: TEMPORARY EASEMENT PREMISES

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 31 MINUTES 26 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 40.01 TO THE EAST LINE OF STRYKER AVE DESCRIBED IN DOCUMENT R2008010403; THENCE SOUTH 01 DEGREES 18 MINUTES 10 SECONDS EAST, ALONG SAID EAST LINE, 40.01 FEET; THENCE NORTH 87 MINUTES 31 MINUTES 26 SECONDS EAST, 136.42 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 29 SECONDS EAST, 42.75 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 32 MINUTES 31 SECONDS EAST, 75.00 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 29 SECONDS EAST, 139.00 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 52 SECONDS WEST, 75.00 FEET; THENCE NORTH 01 DEGREES 27 MINUTES 29 SECONDS WEST, 139.00 FEET TO THE POINT OF BEGINNING.



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
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JOLIET PRIMARY
DATE: NOV. 4, 2025

SHEET 2 OF 2
PROJECT NO: P23036
FILE NO: JOLIET PRIMARY EASEMENTS