

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, **JMF Industries LLC**, an Illinois limited liability company, with an address at 3216 Jeffrey Drive, Joliet, IL 60431 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 sanitary sewer utility easement for the construction, operation, maintenance, replacement and relocation of a gravity sanitary sewer, manholes and related appurtenances (the "**Permitted Improvements**"), in, under, over, and upon the real property legally described as follows (the "**Public Utility Easement Tract**"):

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO THE CITY OF JOLIET OVER THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS FOLLOWS: COMMENCING AT THE FOUND NAIL AT SOUTHEAST QUARTER OF SECTION 11 IN TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS; THENCE NORTH 01 DEGREES 58 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 77.00 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 30 SECONDS WEST, A DISTANCE OF 33.06 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF JEFFERSON STREET DEDICATED BY DOCUMENT NUMBER 948021, IN WILL COUNTY, ILLINOIS; BEING ALSO THE POINT OF BEGINNING THENCE NORTH 01 DEGREES 58 MINUTES 59 SECONDS WEST, ALONG THE WESTERLY RIGHT OF WAY LINE OF ESSINGTON ROAD, A DISTANCE OF 23.01 FEET; THENCE SOUTH 64 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 56.10 FEET TO A POINT ON THE SAID NORTH LINE OF JEFFERSON STREET; THENCE NORTH 89 DEGREES 06 MINUTES 20 SECONDS EAST, ALONG SAID NORTH RIGHT OF WAY LINE OF JEFFERSON STREET, A DISTANCE OF 51.60 FEET TO THE POINT OF BEGINNING.

PIN: 05-06-11-409-021-0000 (partial)

A Plat of Easement 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 Grantor. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantor's 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 Permitted 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 Grantor 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. If the existing flagpole or sign are disturbed, the Grantee will replace the flagpole and sign to their present condition.

6. The covenants of this easement shall, by its grant, acceptance and use, bind and inure to the benefit of the Grantor, and Grantor's 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 Grantor 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 Grantor (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 Grantor, 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 Grantor's 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 Grantor 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.

9. The Grantee agrees to pay the Grantor a fee of \$2,000 in exchange for the granted public utility easement.

10. The Grantee agrees that the cemetery's entrance will remain open during all construction activities and that no traffic will be detoured through the Grantor's parking lot.

11. The Grantee's selected contractor will add JMF Industries as additional insured and will complete pre-construction video/pictures prior to working near the property. Any damage to the Grantor's property due to construction activities will be repaired or replaced by the contractor.

12. The Grantee will coordinate all work within the public utility easement with the Grantor and the Grantee's selected contractor will take action to minimize any disruption to memorial services at the Farkas Funeral Home.

13. 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 Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from the Grantor's 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.

14. The Grantee agrees to restore the public utility easement and parkway adjacent to the Grantor's property within two weeks of the completion of the work adjacent to 3201 W. Jefferson Street. If the Grantee's contractor fails to restore the property within two weeks, the Grantee will hire another contractor to complete the restoration work.

IN WITNESS WHEREOF, the Grantor hereunto sets its hand and seal this _____ day
of _____, 2021.

JMF Industries LLC

BY: _____

Print name and title

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 person (s) whose name (s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the foregoing instrument as his/her/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