

THIS DOCUMENT PREPARED BY:

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RB File No. 12100.43769

This space reserved for Recorder.

TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT

THIS TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT (the "**Agreement**") is made as of this ____ day of _____, 2021 (the "**Effective Date**"), by and between **THE CITY OF JOLIET**, an Illinois home rule municipal corporation, whose mailing address is 150 W. Jefferson Street, Joliet, Illinois 60432 (hereinafter referred to, together with its successors and assigns, as "**Grantee**") and **JOLIET INTERMODAL HOLDINGS LLC**, a Delaware limited liability company, whose mailing address is c/o CenterPoint Properties Trust, 1808 Swift Drive, Oak Brook, Illinois 60523 (hereinafter referred to, together with its successors and assigns, as "**Grantor**").

RECITALS

A. Grantee is the owner of that portion of Schweitzer Road, a public right of way, located to the west of Vetter Road, in the location shown and labeled "Schweitzer Road" on **Exhibit "B"** attached hereto (hereinafter referred to as "**Schweitzer Road**");

B. Grantor is the owner of fee-simple title to an approximately 68.77 acre parcel of land commonly known as 2903 Schweitzer Road, Joliet, Illinois, which parcel is legally described on **Exhibit "A"** attached hereto (hereinafter referred to as the "**2903 Parcel**");

C. Grantee desires to obtain a temporary easement on a portion of the 2903 Parcel in the location depicted on **Exhibit "B"** attached hereto (hereinafter referred to as the "**Easement Parcel**") on the terms and conditions expressly set forth herein.

D. Grantor is willing to grant Grantee a non-exclusive temporary easement (hereinafter referred to as the "**Temporary Easement**") on the terms and conditions set forth herein.

E. Grantor and Grantee, and their respective successors and assigns, are hereafter sometimes referred to collectively as the “**Parties**” and individually as a “**Party**.”

NOW, THEREFORE, in consideration of the mutual covenants herein made, the Parties agree as follows:

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

2. **Grant of Temporary Easement.** Grantor does hereby grant and convey to Grantee, and its agents, employees, and contractors, a non-exclusive Temporary Easement on, over and across the Easement Parcel reasonably necessary for vehicular ingress and egress over the Easement Parcel, including, without limitation, use of the Easement Parcel by Grantee, its agents, the public, employees, contractors, lessees, sublessees, occupants, licensees and invitees (collectively, the “**Benefited Parties**”) for automobiles, trucks and tractor trailers in connection with the use of the proposed cul-de-sac, a portion of which includes the Easement Parcel, at the western terminus of Schweitzer Road.

3. **Term of Temporary Easement.** In the event the 2903 Parcel is developed, Schweitzer Road shall be extended west to the western boundary of the 2903 Parcel (the “**Road Extension**”). This Temporary Cul-de-Sac Easement is a temporary easement, and shall automatically expire, without any action by either party, at such time as the Road Extension is completed and open for use by the public (the “**Expiration Date**”).

4. **Reservations.** Grantor reserves to itself and any successor-in-interest to the Easement Parcel all rights with respect to the Temporary Easement and the Easement Parcel, so long as the exercise by Grantor of such rights does not unreasonably interfere with the Benefited Parties’ use of the Temporary Easement.

5. **Release of Claims; Indemnity.** Grantee assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property to the extent that the same are sustained as a result of the activities, operations or use of the Temporary Easement or the Easement Parcel by Grantee, its agents, employees and contractors (including any parties acting by, through or under them, collectively, the “**Grantee Group**”), except to the extent the same are caused by the negligence or willful misconduct of the Grantor Indemnitees (as such term is defined below). Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, its members, officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees (and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors and assigns) (collectively, the “**Grantor Indemnitees**”) from any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable and actual attorneys’ fees and litigation costs incurred by the Grantor Indemnitees in connection therewith) and for damage, destruction or theft of property, that may arise from operations on, or the use of, the Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses to the extent that such result from the Grantee’s use of the Easement Area) by the Grantee Group, except to the extent the same are attributable to the negligence or willful misconduct of the Grantor Indemnitees. Grantee hereby

agrees to indemnify, defend and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable and actual attorneys' fees and litigation costs incurred by the Grantor Indemnitees in connection therewith), for any and all loss of life, injury to persons or damage to property and for all lien claims filed against the 2903 Parcel to the extent such results from the activities, operations or use of the Easement Area (including, without limitation, any such loss, injury or damage that may arise as a result of the Grantee's use of the Easement Area) by the Grantee Group, except to the extent the same are attributable to the negligence or willful misconduct of the Grantor Indemnitees. The provisions of this section shall survive the expiration of this Agreement.

6. **Compliance with Laws.** Grantee shall comply with and cause the Grantee Group to comply with all applicable laws, statutes, ordinances, codes, rules, regulations, permits and approvals (collectively, the "**Laws**") to which Grantee's use of the Temporary Easement and the obligations of Grantee under this Agreement are subject.

7. **Invalidity.** If any provision of this Agreement shall be held invalid, the validity of the remainder hereof shall not be affected thereby.

8. **Counterparts.** This Agreement may be executed in multiple counterparts (each of which is to be deemed original for all purposes), but all of which together constitute one and the same instrument.

9. **Modification; Waiver.** This Agreement shall not be modified, extended or terminated other than as set forth in this Agreement, except by an instrument duly signed by both Parties. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

10. **Notices.** Unless otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following addresses:

If to Grantor:

c/o CenterPoint Joliet Terminal Railroad LLC
1808 Swift Drive
Oak Brook, Illinois 60523
Attn: Ed Harrington
Email: eharrington@centerpoint.com

If to Grantee:

The City of Joliet
150 W. Jefferson Street
Joliet, Illinois 60432
Attn: _____
Email: _____

Any such notices shall be either (i) sent by overnight delivery using a nationally recognized courier, in which case notice shall be deemed delivered one (1) business day after deposit, with such courier, (ii) by personal hand delivery, in which case notice shall be deemed delivered at the time of the

personal hand delivery, or (iii) by email, provided that such copy of the notice is simultaneously delivered via overnight delivery, in which case the notice shall be deemed delivered on the date of transmission. Any Party may change its address by giving notice in compliance with this Agreement. Notice of such a change shall be effective only upon receipt.

11. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, and the Parties hereto (i) agree that any action or proceeding that is brought to enforce or interpret this Agreement or that concerns or is in any way related to this Agreement shall only be commenced in the courts of the State of Illinois and (ii) consent to venue and personal jurisdiction in the courts specified in the foregoing subpart (i) of this Section.

12. **Waiver of Trial by Jury.** To the extent permitted by law, each Party hereby waives, irrevocably and unconditionally, trial by jury in any action brought on, under or by virtue of or relating in any way to this Agreement, or any claims, defenses, rights of set-off or other actions pertaining hereto.

13. **Attorneys' Fees.** If any action is brought because of any breach of, or interpretation of, or that concerns or is in any way related to any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all attorneys' fees and court costs incurred in connection with such action, and the amount of such fees and costs shall be fixed by the court and made a part of any judgment rendered.

14. **Covenants Run with the Land; Successors and Assigns.** The Temporary Cul-de-Sac Easement and all other rights, privileges, covenants, conditions, and restrictions contained herein shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the Parties, and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

Grantee:

JOLIET INTERMODAL HOLDINGS LLC,
a Delaware limited liability company

By: CenterPoint Joliet Terminal Railroad Investor LLC, a
Delaware limited liability company
Its: Managing Member

By: CenterPoint Joliet Terminal Railroad LLC, an
Illinois limited liability company
Its: Sole Member

By: CenterPoint Properties Trust, a
Maryland real estate investment Trust
Its: Manager

By: 
Name: Edward B. Harrington
Title: Senior Vice President
By: 
Name: Michael Tortorici
Title: Senior Vice President, Treasurer

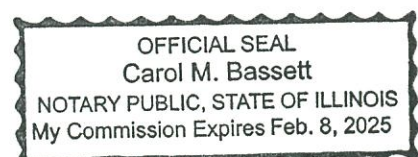
STATE OF ILLINOIS)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____ and _____, as _____
and _____, respectively, of **CENTERPOINT PROPERTIES TRUST**, a real estate
investment trust, who are personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such officers, appeared before me this day in person
and acknowledged that he signed and delivered the said instrument as his own free and voluntary
act and as the free and voluntary act of said trust and said limited liability company, for the uses
and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of July, 2021.



Notary Public



Grantor:

THE CITY OF JOLIET, an Illinois home
rule municipal corporation

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, as the _____ of **THE CITY OF
JOLIET**, who is personally known to me to be the same person whose name is subscribed to the
foregoing instrument as such officer, appeared before me this day in person and acknowledged
that they signed and delivered the said instrument as their own free and voluntary act and as the
free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2021.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION – GRANTOR PARCEL

LOT 20 - BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE NINETEEN, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, ALL IN TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE DES PLAINES RIVER, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 2018, AS DOCUMENT NUMBER R2018027534, IN WILL COUNTY, ILLINOIS.

P.I.N. 05-06-36-301-002-0000

ADDRESS: 2903 Schweitzer Road, Joliet, Illinois 60436

EXHIBIT B

**LEGAL DESCRIPTION / DEPICTION OF EASEMENT AREA AND SCHWEITZER
ROAD**

[SEE ATTACHED]

EASEMENT EXHIBIT (CUL-DE-SAC EASEMENT)

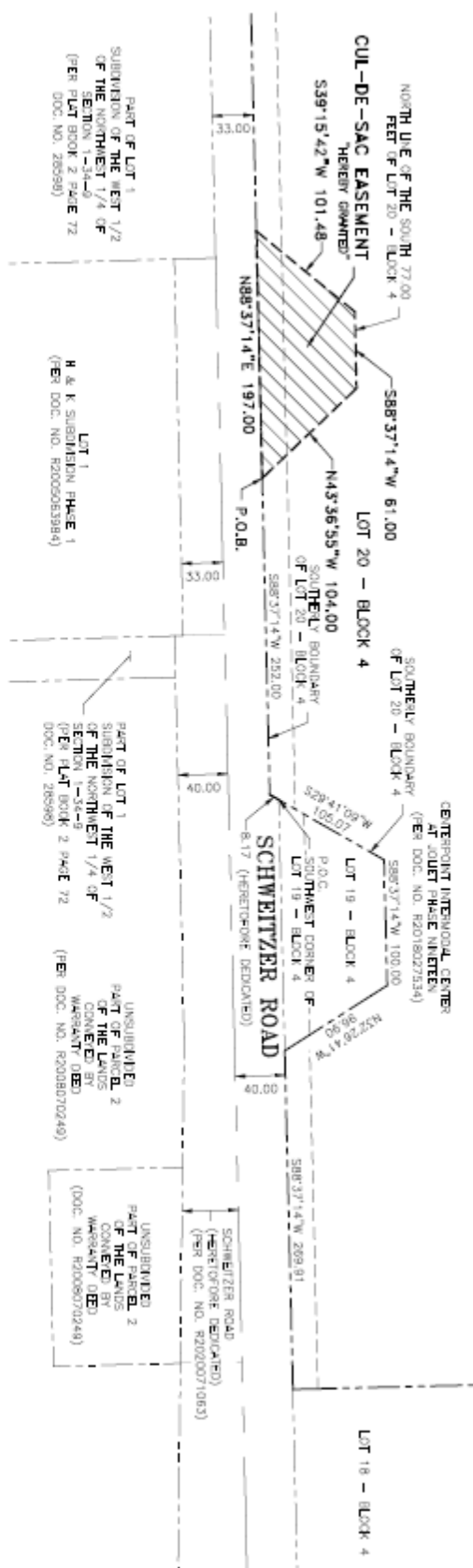
P.L.N. 06-36-301-022
COMMON ADDRESS: 2903 SCHWEITZER ROAD
JOLIET, IL 60436
OWNER: JOLIET INTERMODAL HOLDINGS LLC
1808 SWIFT DRIVE
OAK BROOK, IL 60523



SCALE 1" = 80'

SERVANT PARCEL:
LOT 20 - BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE NINETEEN BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 36, ALL LYING SOUTHEASTLY OF THE JOLIET RAILROAD, IN TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 2018, AS DOCUMENT NO. 2018027534, IN WILL COUNTY, ILLINOIS.

EASEMENT PARCEL:
THAT PART OF LOT 20 - BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE NINETEEN BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 36, ALL LYING SOUTHEASTLY OF THE JOLIET RAILROAD, IN TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 2018, AS DOCUMENT NO. 2018027534, IN WILL COUNTY, ILLINOIS, BEING SAID SOUTHERLY BOUNDARY OF SAID LOT 20 - BLOCK 4, THENCE SOUTH 29 DEGREES 41 MINUTES 09 SECONDS WEST ALONG SAID SOUTHERLY BOUNDARY, 8.17 FEET TO A CORNER ON SAID SOUTHERLY BOUNDARY, THENCE SOUTH 88 DEGREES 37 MINUTES 14 SECONDS WEST ALONG SAID SOUTHERLY BOUNDARY, 232.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 77.00 FEET OF AFORESAID LOT 20 - BLOCK 4, THENCE SOUTH 88 DEGREES 37 MINUTES 14 SECONDS WEST ALONG SAID NORTH LINE, 61.00 FEET, THENCE SOUTH 30 DEGREES 42 SECONDS WEST 101.48 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF AFORESAID LOT 20 - BLOCK 4, SAID POINT BEING 97.20 FEET WEST OF THE POINT OF BEGINNING, 48 FEET, BEING SAID SOUTHERLY LINE, THENCE NORTH 88 DEGREES 37 MINUTES 14 SECONDS WEST ALONG SAID SOUTHERLY BOUNDARY, 187.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.



PREPARED BY: CHRISTOPHER W. PARESH, L.P.L.S. NO. 3369
EXPIRATION DATE 11/30/2022
DATE: May 25, 2021



GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS

1207 CEDARWOOD DRIVE	CREST HILL, ILLINOIS 60403	815/735-1010
PROJECT: CRT-CU	FIELD BOOK: N/A	
DRAWN BY: CWT	DATE: 05/25/21	SCALE: 1"=80' JOB NO. 17565

CONFORMS TO THE 1947 AND 1968 EDITIONS AND AMENDMENTS APPROVED BY THE BOARD OF SURVEYORS