

## **GRANT OF EASEMENT**

**THIS INDENTURE WITNESSETH**, that the Grantor, **Stonemor Illinois LLC**, an Illinois limited liability company, with an address at 3600 Horizon Boulevard, Suite 100, Trevoese, PA 19053 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, OR THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS FOLLOWS: COMMENCING AT THE BRASS MONUMENT MARKING THE SOUTHWEST CORN OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 89 DEGREES 28 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1; A DISTANCE OF 1701.64 FEET; THENCE NORTH 02 DGREES 04 MINUTES 52 SECONDS WEST ALONG A LINE 1702 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 51.20 FEEET TO AN IRON ROD ON THE NORTH RIGHT OF WAY DEDICATED BY SAID DOCUMENT NUMBER 948021 FOR A POINT OF BEGINNING; THENCE NORTH 02 DEGREES 04 MINUTES 52 SECONDS WEST ALONG A LINE 1702 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 19.74 FEET TO AN IRON ROD MARKING THE NORTH RIGHT DEDICATED BY DOCUMENT NUMBER 0948021; THENCE NORTH 89 DEGREES 06 MINUTES 12 SECONDS EAST, A DISTANC OF 334.66 FEET TO AN IRON ROD MARKING THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 948021; THENCE SOUTH 02 DEGREES 04 MINUTES 52 SECONDS EAST, ALONG THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 948021, A DISTANCE OF 19.53 FEET TO AN IRON ROD MARKING THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 948021, THENCE SOUTH 89 DEGREES 04 MINUTES 01 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 424358, A DISTANCE OF 334.66 FEET TO THE POINT OF BEGINNING.

PIN: 05-06-11-409-033-0010; -0020 (partial)

A Plat of Easement depicting the Public Utility Easement Tract is attached hereto as Exhibit "A" and incorporated herein by reference

The Grantors **FURTHER GRANT and CONVEY** unto the Grantee, the City of Joliet, an Illinois Municipal Corporation, a temporary construction easement in, under, over, and upon the real property legally described as follows (the "**Temporary Construction Easement Tract**", which together with the Public Utility Easement Tract shall be referred to herein as the "**Easement Area**"):

A TEMPORARY CONSTRUCTION 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: BEGINNING AT THE INTERSECTION OF A POINT 1,430.00 FEET EAST OF THE SOUTHWEST QUARTER OF SAID SECTION 11, AND THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET (US ROUTE 52) DEDICATED BY DOCUMENT NUMBER 948021 IN WILL COUNTY, ILLINOIS; THENCE NORTH 01 DEGREES 48 MINUTES 55 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 1,430.00 FEET OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER, A DISTANCE OF 15.00 FEET; THENCE NORTH 89 DEGREES 03 MINUTES 37 SECONDS EAST, A DISTANCE OF 225.00 FEET; THENCE SOUTH 01 DEGREES 48 MINUTES 55 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET (US ROUTE 52) DEDICATED BY DOCUMENT NUMBER 948021 IN WILL COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 03 MINUTES 37 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET (US ROUTE 52) DEDICATED BY DOCUMENT NUMBER 948021 IN WILL COUNTY, A DISTANCE OF 225.00 TO THE POINT OF BEGINNING.

PIN: 05-06-11-409-033-0010; -0020 (partial)

A Plat of Easement depicting the Construction 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.

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 \$5,200 in exchange for the granted public utility easement.

10. The Grantee agrees to pay the Grantor an additional fee of \$450 in exchange for waiving any claim on the City or Contractor for removing any trees within the granted public utility easement. The Contractor's responsibility is limited to grading all areas damaged with topsoil, placing grass seed and covering the area with excelsior blanket. The City or Contractor will not be responsible to replace any trees removed within the granted public utility easement.

11. 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.

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

**Stonemor Illinois 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