

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

Barbara A. Adams
Donahue & Rose, P.C.
9501 Technology Blvd. Suite 4400
Rosemont, Illinois 60018

(The Above Space for Recorder's Use Only)

FIRST AMENDED AND RESTATED AGREEMENT FOR CONSTRUCTION EASEMENTS
FOR
DURKIN PARK

This First Amended and Restated Easement Agreement ("Agreement") is entered into as of this ____ day of August, 2025 ("Agreement Date"), by and between the CHICAGO PARK DISTRICT, a body politic and unit of local government ("District"), and the Grand Prairie Water Commission ("Commission"), a regional water commission, municipal corporation, and body politic and corporate established pursuant to the Regional Water Commissions Act, 65 ILCS 5/11-135.5-1 et seq. The District and the Commission are sometimes referred to herein jointly as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the District is the operator of Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652; and

WHEREAS, pursuant to an Intergovernmental Agreement dated July 30, 2021 (the "IGA") by and between the District and the City of Chicago ("Chicago"), the District has previously conveyed approximately 87,500 square feet of land legally described and depicted in Exhibit 1 attached hereto ("Permanent Easement Area") to Chicago for the construction and operation of that certain suction well to be installed as an underground tank in the Permanent Easement Area and including all underground and above-ground structures and appurtenances necessary for the operation and maintenance of said suction well, which will be used to supply water to the City of Joliet ("Joliet") and any regional commission or similar body which may succeed Joliet with respect to such water supply (collectively, the "Suction Well"), all as depicted in Exhibit 3 attached hereto; and

WHEREAS, Chicago and the City of Joliet (“Joliet”) have entered into that certain Water Supply Agreement, dated as of May 1, 2023 (the “2023 WSA”); and

WHEREAS, Section 22.2 of the 2023 WSA provided that upon the formation of a regional water commission of which Joliet was a member, Joliet shall assign the 2023 WSA to that regional water commission, and Grand Prairie Water Commission is such a regional water commission of which Joliet is a member; and

WHEREAS, Joliet has assigned the 2023 WSA to the Commission and Chicago and the Commission have entered into that certain First Amended and Restated Water Supply Agreement dated August __, 2025 (the “Water Supply Agreement”). Capitalized terms not defined in this Agreement shall have the meanings set forth in the Water Supply Agreement; and

WHEREAS, pursuant to that certain First Amended and Restated Easement Agreement for Durkin Park between Chicago and Joliet dated concurrently with this Agreement (“Permanent Easement Agreement”),¹ and the Water Supply Agreement, the Commission is authorized to use the Permanent Easement Area for the construction, operation, maintenance and repair of the Suction Well as well as an access road serving the Southwest Pumping Station site and located on a portion of the vacated Keeler Avenue within the Permanent Easement Area and for construction activities during the initial construction of the remaining portion of the Commission New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure (collectively, the “Permanent Easement Use”); and

WHEREAS, Chicago and the District have entered into a lease dated July 31, 2023² and an amendment thereto dated the Agreement Date (collectively, the “Lease”), which Lease or a memorandum thereof may be recorded with the Office of the Cook County Clerk, pursuant to which the District will use the surface of the Permanent Easement Area for normal active and passive sports and public recreational use as part of the larger Durkin Park; and

WHEREAS, the District is the owner of the remainder of Durkin Park other than the Permanent Easement Area; and

WHEREAS, pursuant to the IGA, the District and Joliet entered into that certain Agreement for Construction Easements for Durkin Park dated as of July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2323428020 on August 22, 2023) (“2023 Easement Agreement”), pursuant to which the District granted to Joliet temporary easements for construction purposes, which are (i) on three (3) portions of Durkin Park for use in connection with the initial construction of the Suction Well, the Joliet New Water Supply Infrastructure³ and the Chicago New Water Supply Infrastructure (“Initial Construction Use”), as described and depicted on Exhibit 2 to this Agreement and known as TE-1, TE-2 and TE-3 (each an “Easement” and collectively the “Easements”, and the real estate area within each Easement referred to as an Easement Area and collectively the “Easement Areas”) and (ii) on each of Easement TE-1 and

¹ The Permanent Easement Agreement is an amended and restated version of that certain Easement Agreement for Durkin Park dated as of July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2323428019 on August 22, 2023).

² The Lease was recorded in the office of the Cook County Clerk as Document No. 2321357007 on August 1, 2023.

³ In this amended and restated Agreement, the Joliet New Water Supply Infrastructure is referred to as the Commission New Water Supply Infrastructure.

Easement TE-2 for the purposes of Future Maintenance and Repair (as defined below) of the Suction Well and Emergency Actions (as defined below); and

WHEREAS, Section 20(a) of the 2023 Easement Agreement provides that in the event of the assignment of the 2023 WSA pursuant to Article 22 of the 2023 WSA, the 2023 Easement Agreement shall be assigned by Joliet to the Commission after thirty (30) days' notice by Joliet to the District, which notice has been given to the District; and

WHEREAS, the Permanent Easement Area and Easement TE-3 are directly west of and adjacent to Chicago-owned property located at 8422 South Kedvale Avenue a/k/a 8405 S. Keeler Avenue, Chicago, Illinois 60652 (PIN 19-34-412-011-0000), which is the site of Chicago Department of Water Management's Southwest Pumping Station ("Station"); and

WHEREAS, pursuant to the Water Supply Agreement, upon completion of construction of the Suction Well and access road and construction activities during the initial construction of the remaining portion of the Commission New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, the Commission shall at its sole cost and expense restore the surface (i.e., at grade) of the Easement Areas (the "Surface Easement Area") in a manner similar to the restoration of the Permanent Easement Area as a natural grass turf surface or any other improvement on the Permanent Easement Area and the Easement Areas as is mutually agreed pursuant to the terms of the Permanent Easement Agreement and which is consistent with normal active and passive sports and recreational usage, and restore any paved areas that existed prior to initial construction to a condition comparable to the condition prior to that initial construction. Upon acceptance of this restoration of this Surface Easement Area by the District with the concurrence of Chicago, the District's use of the Easement Areas for normal active and passive sports and recreational usage shall no longer be suspended, and the Commission shall have the right to use the Surface Easement Area for the Permitted Use from time to time; and

WHEREAS, the Commission has determined that it is in its best interests to accept assignment of the 2023 Easement Agreement from Joliet by entering into this amended and restated version of the 2023 Easement Agreement that includes amendments to reflect various modifications pertaining to the relationship between the District and the Commission; and

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals; Acknowledgements.

(a) The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

(b) Assignment. The Parties agree the District has received notice from Joliet that the 2023 Easement Agreement is to be assigned to the Commission.

i. Pursuant to that certain Assignment and Amendment of Water Supply Agreement – City of Chicago, City of Joliet and Grand Prairie Water Commission dated as of August __, 2025 between and among Chicago, Joliet and the Commission ("Assignment Agreement"), Joliet has assigned to the Commission, and the Commission has accepted and assumed, all of the rights, duties, obligations, claims and liabilities of

Joliet in the 2023 WSA and the Permanent Easement Agreement (as well as certain other documents), and Chicago has consented to such assignment by Joliet and acceptance and assumption by the Commission; and

ii. Joliet has assigned to the Commission all rights, duties obligations, claims and liabilities under the 2023 Easement Agreement by its execution of that certain Assignment attached to and made a part of this Agreement as Attachment A for the purpose of making the assignment described in Attachment A; and

iii. By execution of this Agreement, the Commission acknowledges and agrees and hereby accepts that assignment and accepts and assumes all of the rights, duties, obligations, claims and liabilities of Joliet under the 2023 Easement Agreement, and releases Joliet from any claims or liability under the 2023 Easement Agreement and, from and after the date of this Agreement, under the amended and restated version as stated in this Agreement; and

iv. By execution of this Agreement, the District acknowledges and agrees to the Commission's assumption of the rights, duties, obligations, claims and liabilities under the 2023 Easement Agreement as well as this Agreement. The District releases Joliet from any duties, obligations, claims or liability under the 2023 Easement Agreement and, from and after the date of this Agreement, under the amended and restated version as stated in this Agreement; and

v. As provided in Section 20(a) of the 2023 Easement Agreement, the District and the Commission agree to enter into this Agreement as the First Amended and Restated Agreement for Construction Easements for Durkin Park to implement that provision and reflect necessary modifications to the 2023 Easement Agreement to enable Chicago and the Commission to proceed with the sale of Water by Chicago to the Commission and the purchase of Water by the Commission from Chicago.

(c) Chicago and the Commission recognize and agree that (i) during that portion of the Term (as defined in Section 3(b)) of this Agreement between July 31, 2023 and the Agreement Date, certain actions were taken and obligations performed by Joliet pursuant to the 2023 Easement Agreement and (ii) from and after the Agreement Date, the Commission will become the holder of the Easements on and under the Easement Areas under this Agreement.

2. Grant of Easements. Subject to the terms and conditions of this Agreement, the District hereby grants to the Commission (a) temporary easements for the Initial Construction Use on and under Easement TE-1, Easement TE-2 and Easement TE-3 and (b) temporary easements for Future Maintenance and Repair and Emergency Actions on and under Easement TE-1 and Easement TE-2, which uses the Commission shall undertake at the Commission's sole cost and expense. The Initial Construction Use, Future Maintenance and Repair, and Emergency Actions are sometimes collectively referred to in this Agreement as the "Permitted Use".

3. Terms. The following terms and conditions apply to the Easements:

(a) Each of the Easements is an easement appurtenant in favor of the Commission.

(b) This Agreement commenced on July 31, 2023 and is coterminous with the Water Supply Agreement. The “Term” of this Agreement shall be July 31, 2023 through the date on which it expires, unless terminated earlier in accordance with its terms. If disposition of the Suction Well is required following the termination of the Water Supply Agreement, then the termination date of this Agreement shall be extended by mutual agreement of the Parties for the purpose of performing such disposition as required by Article 7 (Disposition of Commission New Water Supply Infrastructure) of the Water Supply Agreement.

(c) The Commission represents and warrants to the District that its contractors are and shall be licensed, as applicable, to perform the Permitted Use from time to time when using one or more of the Easements.

(d) Compensation. Prior to the Agreement Date, Joliet has paid to the District the dollar amounts set forth in Exhibit 4 attached hereto, which represents the Parties’ determination of the value of the Easements plus an additional amount paid by Joliet to the District pursuant to the IGA in recognition of the disruption of the use of the southern portion of Durkin Park, in particular the Permanent Easement Area and the Easement Areas, which amount the District will use to construct improvements at other District locations in the area (which may include other portions of Durkin Park not part of the Permanent Easement Area or the Easement Areas) to accommodate increased demand due to the unavailability of the Permanent Easement Area and the Easement Areas. The Parties acknowledge that the dates for the Commission’s use of the Easements have changed from those included in the 2023 Easement, and the duration of the period of the Commission’s use has remained the same.

(e) Any adjustments to (i) the dates set forth for the Easements in Exhibit 4 due to changes in the construction schedule for the Chicago New Water Supply Infrastructure and the Commission New Water Supply Infrastructure or (ii) the land area included within any of the Easements, may be mutually agreed by the Parties. To the extent that such changes increase or decrease the actual duration of the Commission’s use of any of the Easements, or increase or decrease the land area of any of the Easements, the Parties will adjust the amount of compensation paid by the Commission for the affected Easements in accordance with the methodology established in Exhibit 4.

(f) Access Requirements.

i. For the Initial Construction Use, the Commission must notify the District’s Department of Planning and Construction, or any successor department, of same prior to the commencement of work, and must comply with the District’s then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District, and not unreasonably withheld or delayed. The District agrees that during the period of Initial Construction Use, the District’s use of the Easement Areas will be suspended under the Lease until the completion of restoration under Section 8(a) of this Agreement.

ii. For the purposes of this Agreement, the following terms shall have the following meanings:

“Future Maintenance and Repair” means planned activities requiring use of an Easement Area that would prevent park uses, which are (1)

disturbing soils in the Easement Area, (2) bringing in heavy equipment or (3) securing all or a portion of the Easement Area in order for maintenance and repair to be done.

“Emergency Action” means any work that results from unplanned events that require prompt or immediate action to protect the Commission New Water Supply Infrastructure or the water supply, or property or persons within Durkin Park or the Southwest Pump Station Site and the immediate vicinity.

“Normal Operations” means water system operational and maintenance activities, other than Future Maintenance and Repair, that are performed in a manner so as not to interfere with the District’s routine use and enjoyment of the Easement Areas.

iii. If the Commission plans to perform “Future Maintenance and Repair,” the Commission must notify the District’s Department of Planning and Construction, or any successor department, of same prior to the commencement of work, and must comply with the District’s then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District, and not unreasonably withheld or delayed. During the period of any such work, the District’s use of the Easement Areas on which the work will be performed will be suspended until the completion of restoration under Section 8(b) of this Agreement.

iv. The Commission must notify the District as soon as practicable of any “Emergency Action.” In addition, the Commission must, as soon as practicable, but in no event more than 24 hours after the commencement of the Emergency Action, comply with the District’s then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District, and not unreasonably withheld or delayed. During the period of any such work, the District’s use of the Easement Areas on which the work will be performed will be suspended until the completion of restoration under Section 8(b) of this Agreement.

v. The Commission will not use the Easement Areas for Normal Operations without prior notice to and consent from the District.

4. Commission's Obligations.

(a) Prior to the commencement of construction or of any alterations to the Easement Areas, the Commission has agreed to provide proposed plans and specifications to Chicago for design review as provided in Articles 8 and 15, as applicable, of the Water Supply Agreement. The Permanent Easement Agreement provides that Chicago may involve the District in Chicago’s design review of proposed plans and specifications for proposed work on the Permanent Easement Area and the Easement Areas and the District will participate in such review. As provided in Articles 8 and 15 thereof, any such alterations shall be designed and constructed in compliance with all applicable Laws in effect at the time. For purposes of this Agreement, “Law” means any order, writ, injunction, decree, judgment, law, ordinance, decision, principle of common law, opinion, ruling, policy, statute, code, rule, or regulation of any Governmental Authority. “Governmental Authority” means any court, federal, state, or local government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority.

(b) During the initial construction of the Commission New Water Supply Infrastructure or the Chicago New Water Supply Infrastructure (other than the Tunnel Connection), the Commission shall be responsible for all activities relating to such initial construction as required of the Commission as provided in Section 8 of the Water Supply Agreement.

(c) The Commission, at its sole cost and expense, shall secure all necessary permits and approvals for the Permitted Use, and provide all legally required public notices, if any, for the Permitted Use in accordance with the requirements of the Water Supply Agreement.

(d) The Commission and its contractors shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, or Laws. Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

(e) In the event that the construction of the Commission New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, except the Tunnel Connection, is not completed, the Commission must restore the Easement Areas in accordance with Article 7 (Disposition of Commission New Water Supply Infrastructure) of the Water Supply Agreement.

5. Uses within the Easement Areas.

(a) During periods of use of the Easements by the Commission, the Commission may not use or permit the use of the Easement Areas for any purpose other than the Permitted Use. The Commission is not, and shall not be deemed responsible, for any uses and activities of the Easement Areas by the District.

(b) The Commission, its contractors, and its employees shall not perform or permit any work or use of the Easement Areas that is illegal. The Commission, its contractors, and its employees shall not perform or permit any work that disturbs area residents beyond the normal construction activities that would occur in connection with facilities of the type included in the Commission New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure during periods of the Initial Construction Use and any periods of Future Maintenance and Repair and Emergency Action. At the remaining times within the Term of this Agreement, the Commission, its contractors, and its employees shall not perform or permit any practice that (i) is injurious to the Easement Areas, (ii) unreasonably disturbs area residents, (iii) is illegal, or (iv) causes or may cause increases to the rate of insurance on the Easement Areas. The Commission and its agents and employees shall not sell, give away or consume any alcoholic beverages or illegal drugs of any kind or nature on the Easement Areas.

(c) During periods in which the Commission is not using the Easements, the Commission shall not interfere, and shall not permit its contractors to interfere, with the District's access to the surface of Durkin Park that is above the Easement Areas, or with the District's security, parking, equipment storage or grounds maintenance at Durkin Park.

(d) The use of pesticides, herbicides and other chemicals, and other activities generating airborne particulates, in proximity to the Commission New Water Supply

Infrastructure and in Durkin Park by the District and any users of, or contractors, agents or invitees of the District is prohibited.

(e) The District shall own, operate and maintain the drainage system to be installed by the Commission to provide stormwater drainage under Durkin Park, including the Easements TE-1, TE-2 and TE-3, in place of the existing drainage structures that are removed for placement of the Commission New Water Supply Infrastructure on the Permanent Easement Area; provided, however, that the District shall not own, operate or maintain the underdrain system of the Commission New Water Supply Infrastructure on the Permanent Easement Area (which underdrain system is completely separate from the drainage system). The Commission warrants to Chicago and the District for the term of this Agreement that the drainage system shall be free of any defects due to either design or construction deficiencies, errors, defects or otherwise any acts or omissions by the Commission or their contractors that would cause the drainage system to not operate as otherwise intended. Any issues of operation of the drainage system due to deficiencies in maintenance by the District or normal wear and tear through use, or due to deficiencies in the existing drainage system of Durkin Park outside of the Permanent Easement Area or the Easement Areas that were not disturbed by the Commission, shall not be the responsibility of the Commission. The District shall not make alterations to the drainage system or the Easement Areas that would adversely affect the Suction Well.

6. Alterations. Other than the Permitted Use and as provided in this Agreement, the Commission may not erect any structures, install any infrastructure or make any use of the Easement Areas which in the judgment of the District would interfere with the District's use, operation, inspection, maintenance, or repair of the surface of the Easement Areas.

7. Termination and Closure. Termination of this Agreement shall be subject to the terms of Articles 4 (Term; Renewal) and 6 (Termination) of the Water Supply Agreement, and the Commission shall have the right to terminate this Agreement at any time. Disposition of the Suction Well on the Permanent Easement Area upon termination shall be in accordance with Article 7 (Disposition of Commission New Water Supply Infrastructure) of the Water Supply Agreement.

8. Restoration.

(a) Upon completion of the Initial Construction Use by the Commission, the Commission shall at its sole cost and expense restore the Surface Easement Area in a manner similar to the restoration of the Permanent Easement Area as a natural grass turf surface or any other improvement on the Permanent Easement Area and the Easement Areas as is mutually agreed pursuant to the terms of the Permanent Easement Agreement and consistent with normal active and passive sports and recreational usage, and restore any paved areas that existed prior to initial construction to a condition comparable to the condition prior to that initial construction. Upon acceptance of this restoration of the Surface Easement Area by the District, the District's use of the Easement Areas for normal active and passive sports and recreational usage shall no longer be suspended.

(b) To the extent that the Commission performs Future Maintenance and Repair or Emergency Action, the Commission shall, at the Commission's cost and expense, restore Easement TE-1 and Easement TE-2 to a condition comparable to the condition of each Easement Area prior to the commencement of any such activities (ordinary wear and tear excepted).

9. Indemnity. The Commission hereby agrees and shall cause its contractor to agree to protect, defend, indemnify, keep and save and hold the District, its respective commissioners, directors, officers, agents and employees harmless from and against all suits, claims, grievances, damages, costs, expenses, causes of action, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively "Claims") arising from the Commission's performance of the Permitted Use, or the Commission's presence on the Easement Areas and its obligations and responsibilities under this Agreement and/or negligence, acts or omissions of the Commission, its respective officers, officials, employees, and contractor, except to the extent caused by the gross negligence or willful misconduct of the District, or its agents or employees. The Commission shall have no responsibility to the District, and the District hereby releases the Commission from liability for any damage to persons or property caused by existing environmental conditions, except to the extent that such existing environmental conditions is exacerbated by the performance of the Permitted Use or conduct by the Commission, its respective officers, officials, employees and/or contractor. Upon notice from the District of any claim, the Commission shall timely appear and defend all suits and claims and shall pay all costs and expense incidental thereto, but the District shall have the right at its option and at its own expense, to participate in the defense of any suit, without relieving the Commission of any of its obligations hereunder.

10. Coordination of Use of the Easement Areas. The Commission shall cooperate with the District concerning the coordination of uses of the Easement Areas.

11. Operational Duties. The Commission acknowledges that the District is not responsible for the operations of the Commission in the Easement Areas during periods of Permitted Use by the Commission. The District acknowledges that it will not expect the Commission to be responsible for the District's operations, activities, use, maintenance, repair, replacement and/or removal activities on the Easement Areas.

12. Insurance. The Commission shall at all times maintain, and shall cause its contractors to maintain, the insurance coverages and endorsements required by the District for a general access permit or in an access agreement entered into between the Commission and the District from time to time during periods of Permitted Use by the Commission. On an annual basis, the District will provide to the Commission a copy of a letter from the District executed by an authorized official indicating that the District is self-insured.

13. Dispute Resolution; Default; Remedies.

(a) If a Party has a dispute about a violation, interpretation or application of a provision of this Agreement, or a dispute regarding a Party's failure to comply with this Agreement, then that Party may serve on the other Party notice, by Certified Mail or personal service and, if desired by the Parties, may also be given by electronic communications, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. Within seven (7) days thereafter, the Parties shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided in this Subsection. Provided that the Parties have met their obligations under this Subsection 13(a), the Parties shall be entitled to pursue such remedies as may be available in law and equity.

(b) A Party shall be in default hereunder in the event of a material breach by that Party of any term or condition of this Agreement where that Party has failed to cure such breach within one hundred and eighty (180) days after written notice of breach is given to that Party by the other Party setting forth the nature of such breach. Failure of a Party to give written notice of breach to the other Party shall not be deemed to be a waiver of the Party alleging a breach of its right to assert such breach at a later time. If the default is not capable of being cured within the one hundred and eighty (180) day period, then provided the Party receiving the notice of default has commenced to cure the default and is diligently proceeding to cure the default within the one hundred and eighty (180) day period, and thereafter diligently prosecutes such cure through to completion, then the one hundred and eighty (180) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the Party alleging the default may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default.

14. No Liens. The Commission shall not permit any lien to stand against the Easement Areas for any labor or material in connection with work of any character performed in the Easement Areas at the direction or sufferance of the Commission.

15. Compliance with Law. The Commission agrees that the Easement Areas shall be used in compliance with all applicable Laws.

16. Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

17. Notices. For purposes of this Agreement, any notice, demand or request required by this Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, such as facsimile or email; (c) nationally recognized overnight courier service; or (d) Certified Mail; provided, however, that any notice of default or termination provided by electronic communications shall also be delivered by another method of notice under this Section 17.

If to the District: Chicago Park District
Department of Law
4830 S. Western Ave.
Chicago, Illinois 60609
Attn: General Counsel

If to the Commission: Grand Prairie Water Commission
2364 Essington Road, #269
Joliet, Illinois 60435
Attention: Chair
Email: cdebold@shorewoodil.gov

with courtesy copies to:

Grand Prairie Water Commission
City of Joliet, Program Manager
150 West Jefferson Street
Joliet, Illinois 60432
Attention: Director of Public Utilities and Program Director, Grand Prairie
Water Commission
Email: publicutilities@joliet.gov

Melissa Wolf
Storino, Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, Illinois 60018
Email: melissa@srd-law.com

Each Party to this Agreement has the right to change, add or remove the addressee or addressee contact information, for future notices and communications to them in matters pertaining to this Agreement by giving notice complying with the requirements of this Section. No notice of a change of address will be effective until actually received.

Notices shall be deemed received upon the first to occur of (a) the date of actual receipt, (b) the date an email is sent, unless notice of non-delivery is received; (c) the date that is one (1) business day after deposit with a nationally recognized overnight courier service as evidenced by a receipt of deposit, or (d) the date that is three (3) days after deposit in the U.S. mail, as Certified Mail, evidenced by a receipt.

18. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit solely of the Commission and the District and their respective successors and assigns, and Joliet to the extent of matters pertaining to the assignment by Joliet to the Commission of the 2023 Easement Agreement and the rights, duties, obligations, claims and liabilities under the 2023 Easement Agreement. This document and the terms hereof are intended solely for the benefit of the Parties hereto and their successors and assigns, as expressly referred to herein, and for Joliet to the extent described in this Agreement. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

19. Authority and Validity. Each Party represents and warrants to the other Party that (i) this Agreement has been duly authorized, executed and delivered by it and (ii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

20. Miscellaneous.

(a) The terms, benefits, and privileges set forth in this Agreement shall be deemed and taken to be covenants running with the Easement Areas and shall be binding upon the Commission and the District and their respective successors and assigns having any interest in the Easement Areas. The Parties agree that upon notice from the Commission that another public body will succeed the Commission with respect to the water supply from Chicago, this Agreement shall be assigned by the Commission after thirty (30) days' notice by the Commission to the District.

(b) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(c) In the event the time for performance hereunder falls on a Saturday, Sunday, or legal holiday, the actual time for performance shall be the next business day.

(d) This Agreement and the accompanying Plat shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, including the law of public trust with respect to the use and occupation of the Easement Areas. In the event that an adjudication of any kind shall be required in connection with this Agreement, the Parties agree that the venue therefor shall be the state or federal courts located in Cook County, Illinois, whichever may be applicable.

(e) This Agreement, and any provisions of the Water Supply Agreement that may govern a provision of this Agreement, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by the Parties and dated a date subsequent to the date of this Agreement, provided further, that the Commission and the District may enter into an access agreement or the District may issue an access permit to the Commission for any of the Permitted Uses under this Agreement and become part of the entire agreement between the Parties. In the event of a conflict between an applicable provision of the Water Supply Agreement and this Agreement, the Water Supply Agreement shall govern.

(f) Each Party agrees that it will execute and deliver such other reasonable documents and take such other reasonable actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

(h) The Commission shall record, at its expense, this Easement Agreement and any amendments thereto; or, in the alternative, the Parties may agree to prepare a memorandum of easement agreement or amendment to easement agreement in a mutually agreeable form which will be recorded by the Commission.

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IN WITNESS WHEREOF, the Commission and Chicago Park District have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

CHICAGO PARK DISTRICT, a body politic
and corporate and unit of local government

By: _____
Name: _____
Its: _____

Approved as to legal form:

General Counsel

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of the Chicago Park District ("District"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ they signed and delivered the said instrument pursuant to authority given them on behalf of the District, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2025.

Notary Public

[Commission Signature Page Follows]

IN WITNESS WHEREOF, the Commission and Chicago Park District have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

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

By:

Clarence C. DeBold
Chair

ATTEST:

By:

John D. Noak
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Clarence C. DeBold and John D. Noak, personally known to me to be the Chair and Secretary, respectively, of the Grand Prairie Water Commission ("Commission"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chair and Secretary, they signed and delivered the said instrument pursuant to authority given them on behalf of the Commission, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2025.

Notary Public

ATTACHMENT A

Assignment by the City of Joliet

WHEREAS, the Chicago Park District (“District”) and City of Joliet (“Joliet”) entered into that certain Agreement for Construction Easements for Durkin Park dated as of July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2323428020 on August 22, 2023) (“2023 Easement Agreement”); and

WHEREAS, Joliet and the City of Chicago (“Chicago”) entered into that certain Water Supply Agreement between City of Chicago and Joliet dated May 1, 2023 (“2023 Water Supply Agreement”) pursuant to which Joliet would purchase a supply of water from Chicago; and

WHEREAS, Section 20(a) of the 2023 Easement Agreement provides that in the event that a regional water commission has been formed and will succeed Joliet with respect to the water supply from Chicago to be provided pursuant to the 2023 Water Supply Agreement, the 2023 Easement Agreement shall be assigned by Joliet to the Commission after thirty (30) days’ notice by Joliet to the District; and

WHEREAS, on March 18, 2025, Joliet notified the District that a regional water commission named the Grant Prairie Water Commission has been formed and will succeed Joliet with respect to the water supply from Chicago;

THEREFORE, based on the foregoing, Joliet hereby assigns to the Commission the 2023 Easement Agreement and all of the rights, duties obligations, claims and liabilities under the 2023 Easement Agreement, subject to and with the understanding that the Commission and the District execute and enter into the First Amended and Restated Agreement for Construction Easements for Durkin Park, to which this Assignment by the City of Joliet is attached and made a part.

[signatures on following page]

IN WITNESS WHEREOF, Joliet has caused this Assignment by the City of Joliet to be executed by its duly authorized officers as of the day and year written below.

CITY OF JOLIET, an Illinois municipal corporation and home rule unit of government

By: _____
Terry D'Arcy
Mayor

ATTEST:

By: _____
Lauren O'Hara
City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Terry D'Arcy and Lauren O'Hara, personally known to me to be the Mayor and City Clerk, respectively, of the City of Joliet, Illinois ("Joliet"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and City Clerk, he and she signed and delivered the said instrument pursuant to authority given him and her on behalf of Joliet, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2025.

Notary Public

IN WITNESS WHEREOF, the Commission hereby accepts the assignment from Joliet as provided in this Assignment and this Agreement by causing it to be executed by its duly authorized officers as of the day and year first written above.

Acknowledged and Accepted:

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

By:

Clarence C. DeBold
Chair

ATTEST:

By:

John D. Noak
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Clarence C. DeBold and John D. Noak, personally known to me to be the Chair and Secretary, respectively, of the Grand Prairie Water Commission ("Commission"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chair and Secretary, they signed and delivered the said instrument pursuant to authority given them on behalf of the Commission, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2025.

Notary Public

Exhibit 1 to Agreement for Construction Easements

Permanent Easement Area (legal description)

PE-1:

THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 350.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 250.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 350.00 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREES 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 250.00 FEET TO THE POINT OF BEGINNING.

Commonly Known As: A portion of Durkin Park located on West 85th Street West of Kedvale Avenue, Chicago, Illinois

PINs: 19-34-410-009-0000
19-34-411-011-0000

Depiction on Plat of Easement on Following Page

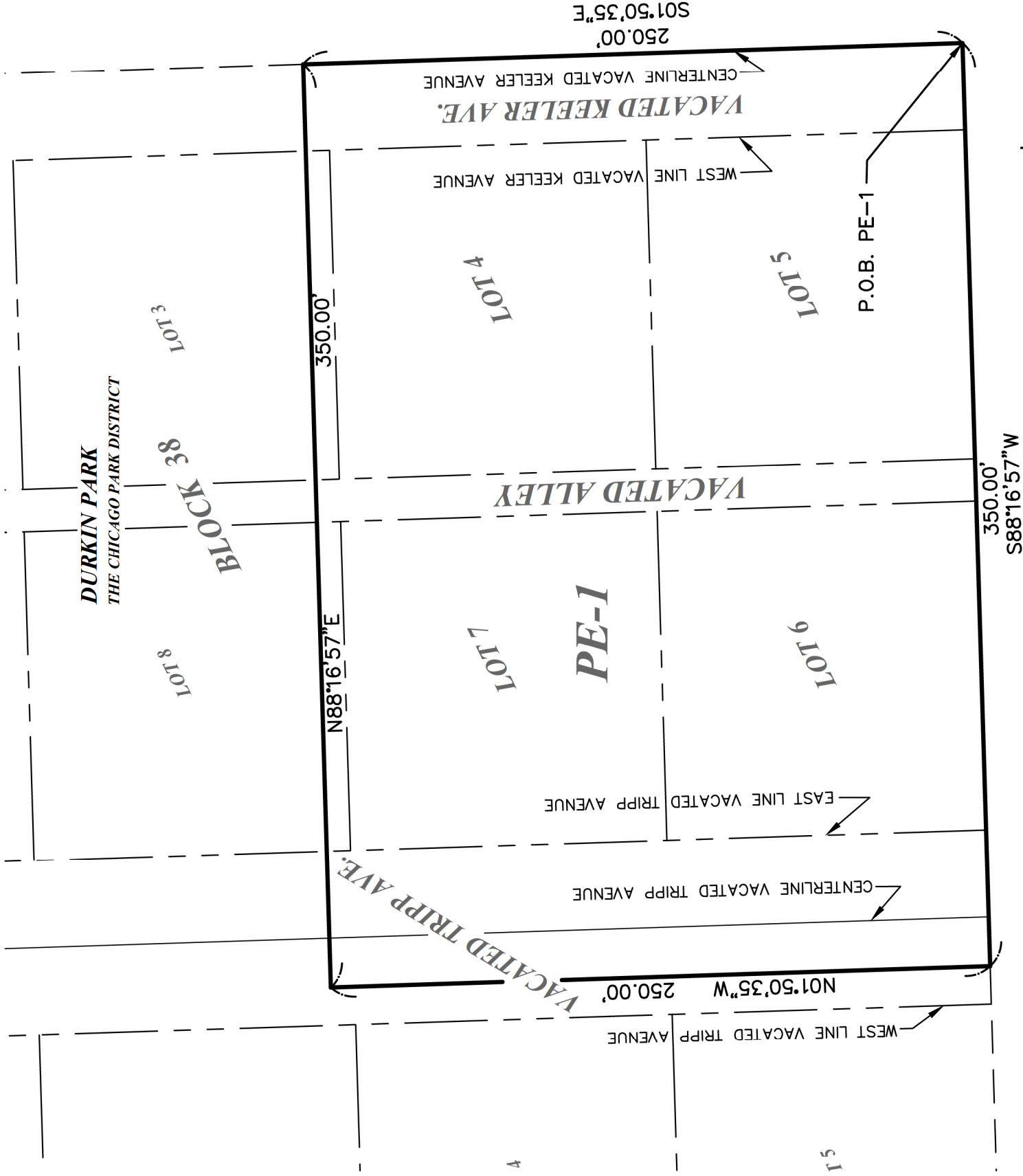
PLAT OF EASEMENT

LEGAL DESCRIPTIONS:

PE-1:

THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

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STATE OF ILLINOIS)
COUNTY OF KANE)

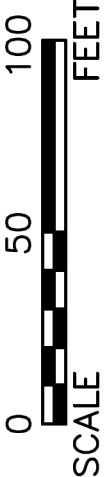
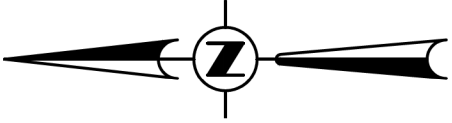
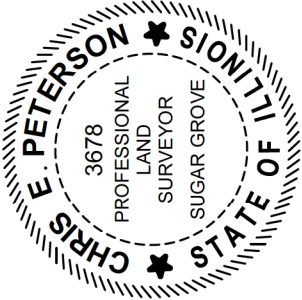
THIS IS TO CERTIFY THAT ENGINEERING ENTERPRISES, INC. HAS PREPARED THIS PLAT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS,

THIS 31ST DAY OF JULY, 2023.

By  PROFESSIONAL LAND SURVEYOR #3678
EXP-11-30-24

ENGINEERING ENTERPRISES INC.
PROFESSIONAL DESIGN FIRM # 184-002003
EXP-04-30-25



THE CHICAGO PARK DISTRICT
P.I.N. 19-34-410-009
P.I.N. 19-34-411-011

Engineering Enterprises, Inc.

CONSULTING ENGINEERS

52 Wheeler Road

Sugar Grove, Illinois 60554

630.466.6700 / www.eeiweb.com



Exhibit 2 to Agreement for Construction Easements
Temporary Easement Areas (legal description and plat)

TE-1:

THAT PART OF BLOCK 37 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCK 37, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 350.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 185.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 250.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 185.00 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 35 SECONDS EAST, 250.00 FEET TO THE POINT OF BEGINNING.

TE-2:

THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 250.00 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 13.44 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 521.56 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, 38.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 521.56 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 35 SECONDS EAST, 38.00 FEET TO THE POINT OF BEGINNING.

TE-3:

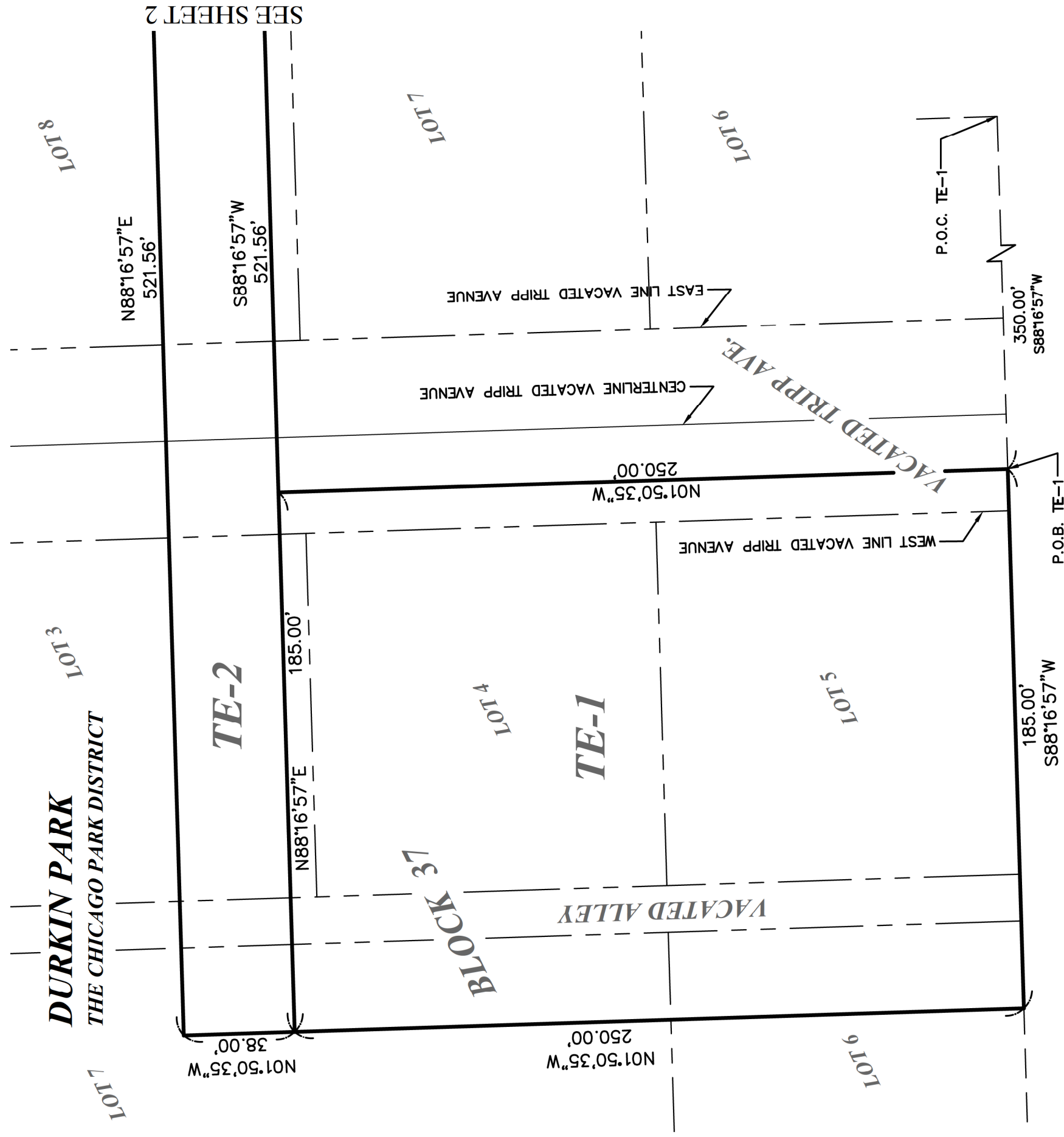
THAT PART OF BLOCK 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCK 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 250.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 13.44 FEET THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 341.73 FEET; THENCE NORTH 44 DEGREES 26 MINUTES 25 SECONDS WEST, 12.64 FEET TO THE SOUTH LINE OF WEST 84TH STREET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, 22.00 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREE 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 351.01 FEET TO THE POINT OF BEGINNING.

Commonly Known As: A portion of Durkin Park located on West 85th Street West of Kedvale Avenue, Chicago, Illinois

PINs: 19-34-410-009-0000
19-34-411-011-0000

Depiction on Plat of Easement on Following Page

PLAT OF EASEMENT



W. 85TH STREET

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

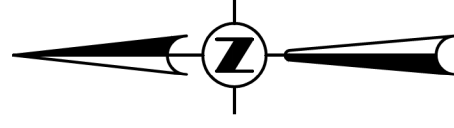
THIS IS TO CERTIFY THAT ENGINEERING ENTERPRISES, INC. HAS PREPARED THIS PLAT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS,

THIS 31ST DAY OF JULY, 2023.

By PROFESSIONAL LAND SURVEYOR #3678
EXP-11-30-24

ENGINEERING ENTERPRISES INC.
PROFESSIONAL DESIGN FIRM # 184-002003
EXP-04-30-25



A vertical scale bar is positioned on the right side of the map. It is labeled 'SCALE' at the bottom and 'FEET' at the top. The bar has markings at 0, 40, and 80 feet. The segment between 0 and 40 is divided into four equal parts, and the segment between 40 and 80 is also divided into four equal parts.

THE CHICAGO PARK DISTRICT
P.I.N. 19-34-410-009
P.I.N. 19-34-411-011

Engineering Enterprises, Inc.

CONSULTING ENGINEERS

52 Wheeler Road

Sugar Grove, Illinois 60554

630.466.6700 / www.eeiweb.com

PAGE 1 OF 3

PROJECT NO: JO2201RB
FILE NO: JO2201RB—DURKIN TE EXHIBIT

PLAT OF EASEMENT

W. 84TH STREET

VACATED TRIPP AVE.

EAST LINE VACATED TRIPP AVENUE

BLOCK 38

DURKIN PARK

THE CHICAGO PARK DISTRICT

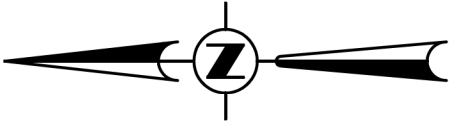
SEE SHEET 1

TE-2

TE-3

VACATED ALLEY

THE CHICAGO PARK DISTRICT
P.I.N. 19-34-410-009
P.I.N. 19-34-411-011



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Sugar Grove, Illinois 60554
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PAGE 2 OF 3

PROJECT NO: J02201RB
FILE NO: J02201RB-DURKIN TE EXHIBIT



PLAT OF EASEMENT

LEGAL DESCRIPTIONS

TE-1:

THAT PART OF BLOCK 37 OF FREDERICK H. BARTLETT’S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCK 37, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

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

Exhibit 3 to Easement Agreement

Depiction of Suction Well (site plan)

[EXHIBIT ON FILE—Contains confidential information,
including materials relating to water system security]

Exhibit 4 to Easement Agreement

Compensation to be Paid by Joliet to Chicago

Site	Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Chicago Contractor Use*	Commission Contractor Use*	Duration of Commission Contractor Use for Calculation of TE Compensation*
Durkin Park	TE-1	46,250	Temporary	Chicago Park District	None	4/1/2026 to 9/30/2028	2.5 years/30 months
	TE-2	19,819	Temporary	Chicago Park District	None	4/1/2026 to 9/30/2028	2.5 years/30 months
	TE-3	4,759	Temporary	Chicago Park District	None	2/1/2025 to 9/30/2030	5.7 years/68 months

*Subject to change based on advancement of final design; adjustments to the contractor use period or the land area may be made pursuant to Section 3(e) of this Agreement.

Site	Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Duration of Commission Contractor Use for Calculation of TE Compensation*	Unit Price Compensation (DIV = Diminution in Value)	Total Compensation
Durkin Park	TE-1	46,250	Temporary	Chicago Park District	2.5 years/30 months	\$5.86/SF, 10%/year, no DIV for Remainder	\$67,750
	TE-2	19,819	Temporary	Chicago Park District	2.5 years/30 months	\$5.86/SF, 10%/year, no DIV for Remainder	\$29,000
	TE-3	4,759	Temporary	Chicago Park District	5.7 years/68 months	\$5.86/SF, 10%/year, no DIV for Remainder	\$15,867
*Subject to change based on advancement of final design						TOTAL	\$112,617