

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, **Alex Kaluza**; with an address at 18711 S County Line Road, 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 right-of-way, utility, and sidewalk easement for the right to the construct, reconstruct, inspect, repair, maintain, and operate electric utility systems, and sidewalk, together with any and all other related appurtenances (the “**Permitted Improvements**”), in, under, over, and upon a tract of land described as follows (the “**Public Right-Of-Way, Utility, and Sidewalk Easement Tract**”):

THAT PART OF THE SOUTH 167 FEET OF THE NORTH 200 FEET OF THE WEST 200 FEET OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

THE EAST 17 FEET OF THE WEST 50 FEET OF AFOREMENTIONED SOUTHWEST FRACTIONAL QUARTER, ALL IN WILL COUNTY, ILLINOIS.

PIN: 05-06-06-300-004-0000

An exhibit depicting the Public Right-Of-Way, Utility, and Sidewalk Easement Tract is attached hereto as Exhibit “A” and incorporated herein by reference.

Unless otherwise set forth herein, the easement 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 obstructions, landscaping, fencing, brush, trees, debris or similar materials which conflict with the construction, maintenance or operation of Permitted Improvements installed in the Public Right-Of-Way, Utility, and Sidewalk Easement Tract.

3. Full and complete title, ownership and use of the Public Right-Of-Way, Utility, and Sidewalk 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 Right-Of-Way, Utility, and Sidewalk 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 Right-Of-Way, Utility, and Sidewalk 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.

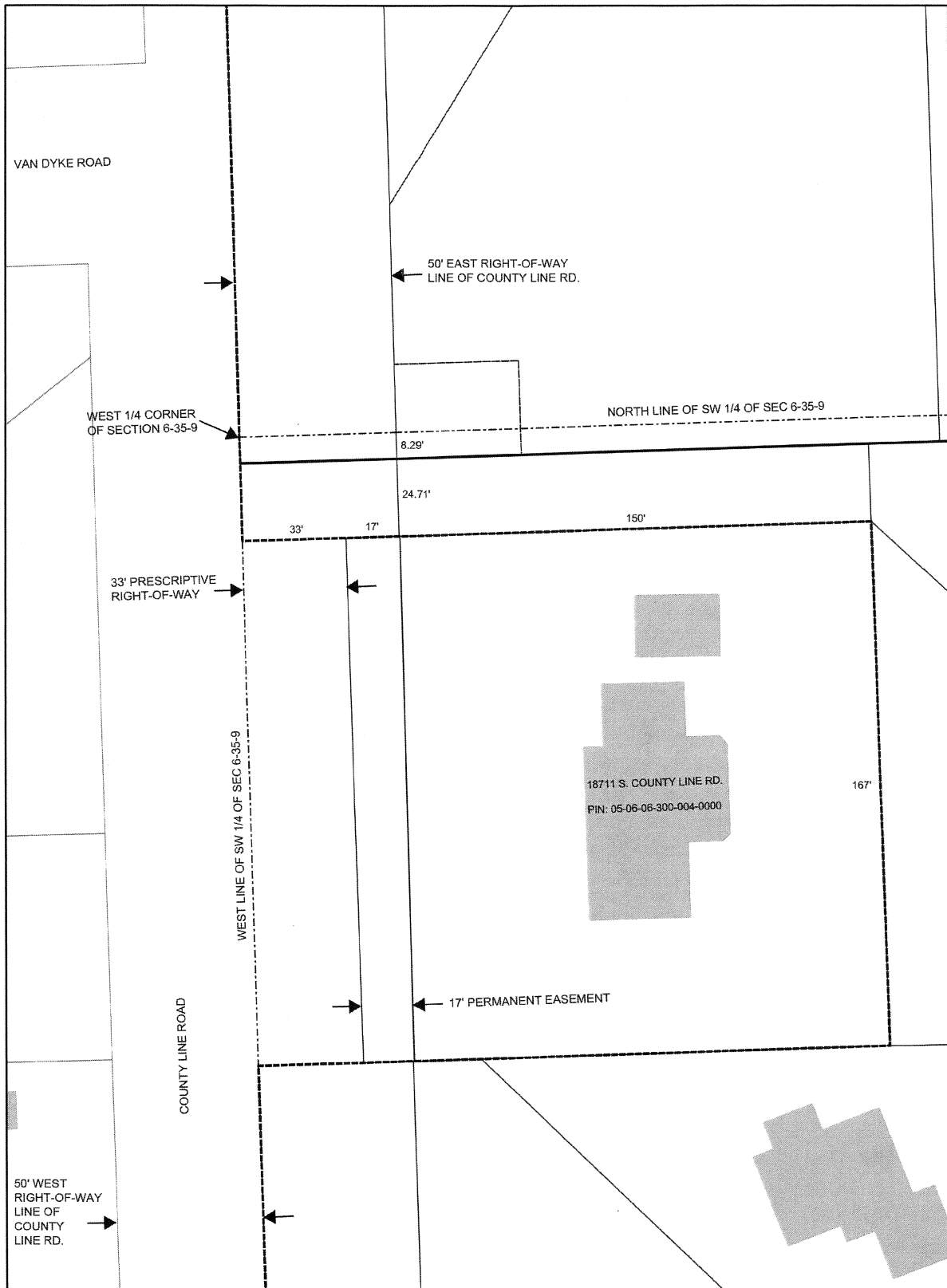
7. To the maximum extent permitted under applicable law, the Grantee agrees to defend with competent counsel and indemnify the Grantor from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without 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. The Grantee agrees to provide the Grantor an exhibit showing the Grantor's lots and the granted Public Right-Of-Way, Utility, and Sidewalk Easement Tract.

9. 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 or pavement after any construction activities shall be restored in-kind to its existing depth.

10. The Grantor agrees that the Grantor 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 City under this Agreement. To the best of Grantor's knowledge, Grantor represents that there are no prior exclusive or non-exclusive easements previously granted affecting the Permanent Easement Premises or Temporary Easement Premises that may cause such interference. The Grantor shall not grant any easement or other right in, at, over, on, along, across, through, upon and under the Permanent Easement

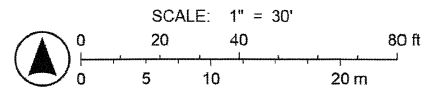
EASEMENT EXHIBIT - 18711 S. COUNTY LINE RD.



PROPOSED 17' PERMANENT EASEMENT

THAT PART OF THE SOUTH 167 FEET OF THE NORTH 200 FEET OF THE WEST 200 FEET OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

THE EAST 17 FEET OF THE WEST 50 FEET OF AFOREMENTIONED SOUTHWEST FRACTIONAL QUARTER, IN WILL COUNTY, ILLINOIS.



GENERAL NOTES:

THIS DOCUMENT WAS PREPARED FROM RECORD MAPS, PLATS, AND DEEDS