

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

City of Joliet
Legal Department
150 West Jefferson Street
Joliet, IL 60432

(This Space for Recorder's Use Only)

**EASEMENT AGREEMENT
FOR WATER FACILITY CONSTRUCTION**

THIS EASEMENT AGREEMENT ("Agreement") is dated as of this _____ day of _____, 2026, by and between the CITY OF JOLIET, an Illinois home rule municipal corporation ("City"), and the PLAINFIELD PARK DISTRICT, formerly known as the Plainfield Township Park District, an Illinois unit of local government ("Owner" or "Park District").

IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement and pursuant to the City's statutory and home rule powers and the Park District's statutory powers, the parties agree as follows:

1. **BACKGROUND.**

A. Article VII, Section 10, of the Constitution of the State of Illinois, 1970, authorizes units of local government, including municipalities and park districts, to enter into contracts to exercise, combine or transfer any power or function not prohibited to them by law or ordinance.

B. The Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes units of local government in Illinois to exercise jointly with any other public agency within the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into contracts for the performance of governmental services, activities and undertakings.

C. The Park District and the City are units of local government within the meaning of Article VII, Section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act.

D. The City is a home rule unit of government which may lawfully exercise any power or perform any function relating to its government and affairs.

E. The various undertakings by the Park District and by the City in this Agreement relate to the respective government and affairs of the Park District and the City.

F. The Owner is the owner of certain real estate known as Rob Ayres Soccer Complex and located south of Caton Farm Road and east of Ridge Road in Kendall County, State of Illinois, which real estate is legally described in **Exhibit A** ("Subject Property").

G. The City is the owner of certain real estate located adjacent to the northwest

portion of Rob Ayres Soccer Complex, south of Caton Farm Road and east of Ridge Road in Kendall County, State of Illinois, which real estate is legally described in Exhibit A ("City Property").

H. The Owner and the City have determined that it is in their respective best interests to enter into this Agreement in order to provide the City with a sufficient property interest in the Subject Property to fulfill the purposes described in this Agreement.

2. **GRANT AND USE OF TEMPORARY CONSTRUCTION EASEMENT.** The Owner grants, conveys, and dedicates to the City a temporary construction easement for use by the City in the staging and storage of materials and equipment in connection with the construction and installation of a water booster pumping station on the City Property ("Temporary Construction Easement Activities"), on, over, across, and through, that portion of the Subject Property legally described and depicted as the temporary easement on Exhibit B ("Temporary Easement Premises"). The easement on the Temporary Easement Premises shall expire without any action by either Party on July 31, 2029, unless an extension is otherwise mutually agreed to in writing by the parties. City shall provide Owner with not less than 48 hours advance notice prior to commencing any Temporary Construction Easement Activities on the Temporary Easement Premises.

3. **HOLD HARMLESS, INDEMNIFICATION AND INSURANCE.**

A. City agrees to indemnify, defend and save Owner, its respective officers, elected officials, agents and employees, and all other persons or entities acting at the direction of Owner, harmless from and against any and all liabilities, claims, losses, or demands for personal injury, including death, or property damage arising out of or caused by any act or omission of City, any of its contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, in connection with the performance of the Temporary Construction Easement Activities under this Agreement. City shall require any contractor hired by the City to perform Temporary Construction Easement Activities to indemnify, defend and save Owner, its respective officers, elected officials, agents and employees, and all other persons or entities acting at the direction of Owner harmless, in accordance with this section.

B. City shall maintain, or shall cause any contractor hired by the City to perform any Temporary Construction Easement Activities to maintain, liability insurance in reasonable amounts, and with reputable companies as are reasonably acceptable to Owner and/or the risk management association of which Owner is a member, or City may be self-insured for this coverage, to protect Owner against claims arising directly or indirectly out of or in connection with City's conduct of any of the Temporary Construction Easement Activities or use of the Temporary Easement Premises pursuant to this Agreement. City or its contractor, as applicable, shall name the Owner, its elected and appointed officials, officers, employees and agents as additional insureds in the same coverages and coverage amounts that City requires said contractors to provide for City's benefit. Prior to commencing any activity on the Temporary Easement Premises, City shall provide to Owner a copy of a Certificate of Insurance evidencing the coverages and additional insured status required hereby, including evidence satisfactory to Owner of the amount of any self-insured retentions available for and applicable to claims arising under this Agreement.

4. **RESERVED RIGHTS.** The City shall be permitted at all times to inspect the Temporary Easement Premises and to enter upon the Temporary Easement Premises to ensure that the terms of this Agreement are being fulfilled and to perform any Temporary Construction Easement Activities that the City may choose to perform.

5. **TERMS OF USE BY THE CITY.** The rights granted by this Agreement shall include, without limitation, the removal or relocation of items which conflict with the Temporary Construction Easement Activities. The Temporary Construction Easement Activities and related

activities by the City on the Temporary Easement Premises shall not permanently interfere with or change the natural drainage of the Subject Property. All Temporary Construction Easement Activities conducted by the City or by any contractor hired by the City to perform such Temporary Construction Easement Activities within the Temporary Easement Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws. Owner shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the Temporary Construction Easement Activities. In no event shall the Owner be responsible for or have any obligation with respect to the safety of any person performing work for, or on behalf of, the City on the Temporary Construction Easement Activities including, without limitation, the City's employees or the personnel of any contractor retained by the City. The City assumes responsibility for any loss of life, injury to persons or damage to property that is caused by the City's use of the Temporary Easement Premises.

6. **CITY RESTORATION.** Upon the earlier of completion of the Temporary Construction Easement Activities, or expiration of the Temporary Construction Easement, the City shall, at its sole cost and expense, restore the Temporary Easement Premises to the condition existing immediately prior to the commencement of the Temporary Construction Easement Activities, including but not limited to: (i) replacing any and all topsoil removed by City on any portion of the Temporary Easement Premises and restoring the Temporary Easement Premises to their original grade and condition; (ii) replacing any and all natural grass removed by seeding with a good quality seed on any portion of the Temporary Easement Premises; (iii) re-installing any Owner signage that was removed; (iv) restoring any pavement damaged or removed on any portion of the Subject Property; (v) replacing any damaged or destroyed park amenity, with a new amenity of the same kind and as approved by the Owner; (vi) replacing any trees removed with native species, as mutually agreed to by the parties; and (vii) restoring any portion of the Subject Property and any other adjacent property of Owner damaged or otherwise disturbed in connection with Temporary Construction Easement Activities to the same condition which existed immediately prior to commencing the Temporary Construction Easement Activities in accordance with this Section. All restoration shall be completed within thirty (30) days after the Temporary Construction Easement Activities are complete or, if the restoration cannot be reasonably completed within 30 days, the period for restoration shall be extended for a reasonable time, as approved by the Owner, if the City has commenced the restoration work, weather permitting, within the 30-day period and continues to diligently and in good faith to complete the restoration. Owner shall determine in its sole and reasonable discretion when restoration of the Temporary Easement Premises, the Subject Property, and any adjacent property owned by Owner is complete.

7. **HAZARDOUS MATERIALS.** No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited on, the Subject Property (except as needed for vehicles or equipment for performance of the Temporary Construction Easement Activities, provided that City and its contractors shall be liable for any damage to or contamination of the Subject Property resulting from such activity or use). As used in this Agreement, "hazardous materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable Laws, including, without limitation, any material, waste or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) designated as "Hazardous substances" pursuant to Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42

U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), or (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601) or any other applicable environmental law.

8. **NO LIENS.** City shall not permit any mechanics or other lien or charge to be filed against the Owner or the Subject Property by reason of any work, labor, services or materials performed by or for the City or furnished to the City in performance of any Temporary Construction Easement Activities. If any such mechanics or other lien or charge shall at any time be filed against the Owner or the Subject Property, City shall promptly act to have such lien or charge released and indemnify Owner for any costs it incurs related to the lien or charge.

9. **ADDITIONAL EASEMENTS.** The Owner agrees that the Owner will not subsequently grant any exclusive or non-exclusive easement or other right in, at, over, on, along, across, through, upon and under the Temporary Easement Premises for any time period within the term of this Agreement, which will in any way interfere with the rights of the City under this Agreement. To the best of Owner’s knowledge, Owner represents that there are no prior exclusive or non-exclusive easements previously granted affecting the Temporary Easement Premises that may cause such interference; however, City acknowledges that Owner has not made any investigation into the possible existence of any prior easements that may affect the Temporary Easement Premises. The Owner shall not grant any easement or other right in, at, over, on, along, across, through, upon and under Temporary Easement Premises without the City’s prior review and written approval. Any easement granted in violation of this requirement shall be invalid.

10. **COMPENSATION.** Owner and City agree that the payment of monetary consideration is not required and the mutual covenants and agreements contained in this Agreement are sufficient consideration.

11. **COVENANTS RUNNING WITH THE LAND.** The easements, rights, restrictions, agreements and covenants granted, imposed by, or contained in this Agreement shall be (A) easements, rights, restrictions, agreements and covenants running with the land, (B) recorded against the Subject Property at the City’s expense and (C) binding upon and inure to the benefit of the Owner and the City and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion of the Subject Property, and all persons claiming under them. The Temporary Construction Easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey, and all rights of any party which would be revealed by a physical inspection of the Subject Property.

12. **ASSIGNMENT OF RIGHTS.** The Owner agrees that the City may assign its rights or delegate its duties under this Agreement for the purpose of the Temporary Construction Easement Activities, and the City will engage contractors to perform such activities on behalf of the City in accordance with this Agreement.

13. **NO WAIVER OF IMMUNITY.** Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses, and/or privileges of Owner and/or the City, and/or any of its respective officials, officers and/or employees.

14. **SEVERABILITY.** Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

15. **HEADINGS.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

16. **AMENDMENT**. This Agreement may be modified, amended, or annulled only upon the written agreement of the Owner and the City.

17. **ENTIRE AGREEMENT/EXHIBITS**. This Agreement, including the Exhibits hereto, represents the entire agreement of the parties with respect to the subject matter herein contained, and supersedes all prior or contemporaneous agreements, oral or written, with respect to said subject matter. Exhibits A through B attached to this Agreement are incorporated in and made a part of this Agreement by this reference.

18. **DUPLICATE ORIGINALS**. This Agreement may be executed in duplicate and each copy shall be considered an original, and all of which will be considered the same Agreement.

[signatures on following pages]

THE UNDERSIGNED, intending to be legally bound, have executed this Agreement as of the date written on the first page of this Agreement.

ATTEST/WITNESS:

PLAINFIELD PARK DISTRICT, an Illinois unit of local government

By: _____

Name: _____

By: _____

Name:
President

ATTEST:

CITY OF JOLIET, an Illinois home rule municipal corporation

By: _____
Lauren O'Hara, City Clerk

By: _____
H. Elizabeth Beatty, City Manager

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

This instrument was acknowledged before me on _____, 2026, by H. Elizabeth Beatty, the City Manager of the **CITY OF JOLIET**, an Illinois home rule municipal corporation, and by Lauren O'Hara, the City Clerk of said City.

Signature of Notary _____

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

This instrument was acknowledged before me on _____ 2026, by _____, the President of the **PLAINFIELD PARK DISTRICT**, an Illinois unit of local government, and by _____, the Secretary of said District.

Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT A

Legal Description of the Subject Property

LOT 924 IN CLUBLANDS NEIGHBORHOOD 1 UNIT 2, A SUBDIVISION OF PARTS OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12, 2001 AS DOCUMENT NO. 200100006017, IN KENDALL COUNTY, ILLINOIS

Commonly Known as Rob Ayres Soccer Complex and located south of Caton Farm Road and east of Ridge Road in Kendall County, Illinois

Permanent Real Estate Index No. 06-36-176-001

Legal Description of the City Property

LOT 923 IN CLUBLANDS NEIGHBORHOOD 1 UNIT 2, A SUBDIVISION OF PARTS OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12, 2001 AS DOCUMENT NO. 200100006017, IN KENDALL COUNTY, ILLINOIS

Commonly Known as the City Water Tower site, adjacent to Rob Ayres Soccer Complex and located south of Caton Farm Road and east of Ridge Road in Kendall County, Illinois

Permanent Real Estate Index No. 06-36-176-002

EXHIBIT B

Legal Description and Depiction of the
Temporary Easement Premises

See attached Easement Exhibit prepared by Engineering Enterprises, Inc, consisting of one sheet dated January 12, 2026

Commonly Known as Rob Ayres Soccer Complex and located south of Caton Farm Road and east of Ridge Road in Kendall County, Illinois

Permanent Real Estate Index No. 06-36-176-001

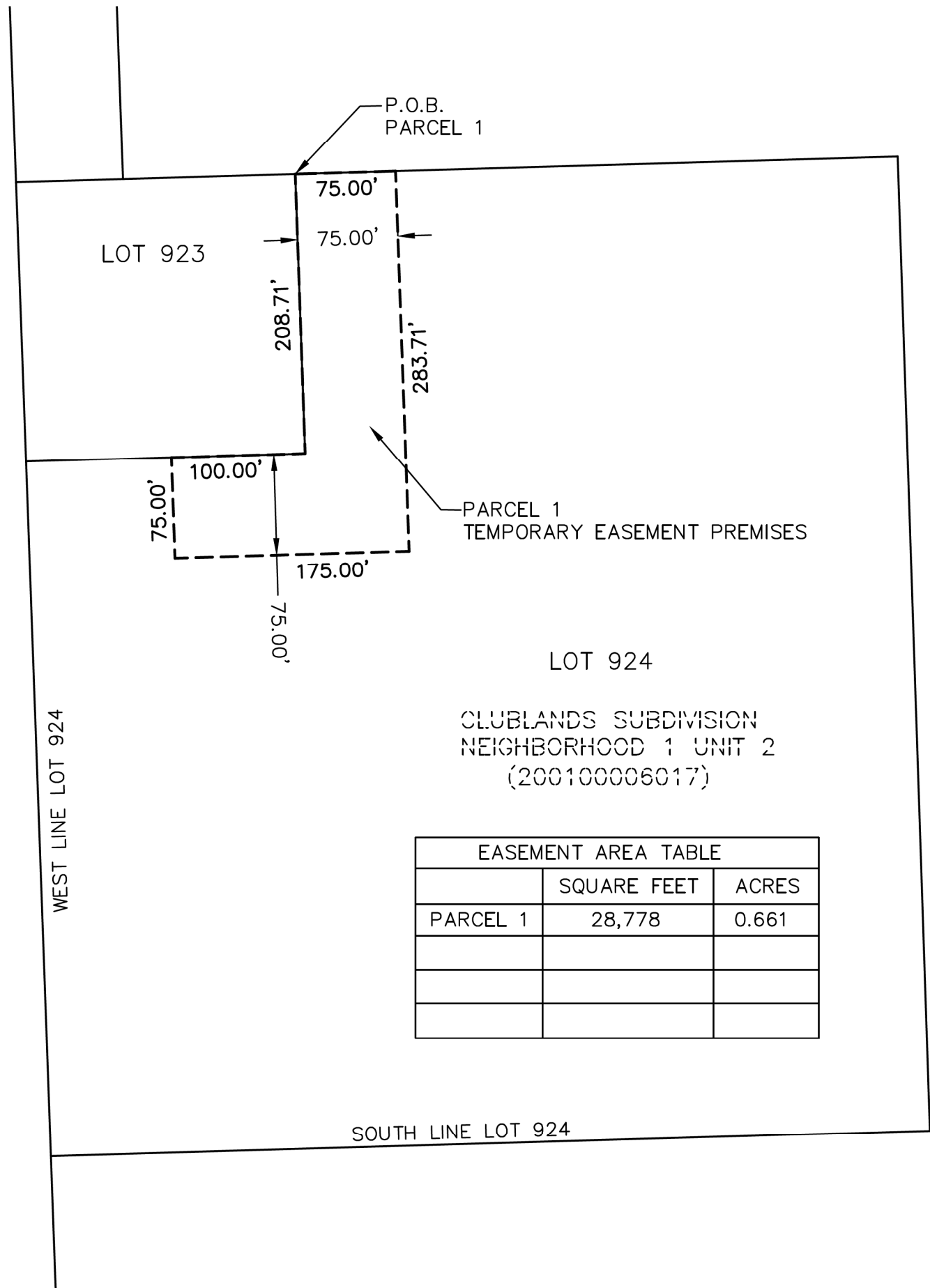
EASEMENT EXHIBIT

LEGAL DESCRIPTIONS

PARCEL 1:
TEMPORARY EASEMENT PREMISES

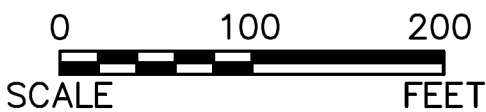
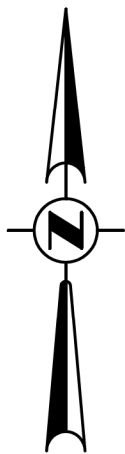
THAT PART OF LOT 924 IN CLUBLANDS SUBDIVISION NEIGHBORHOOD 1 UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12, 2001 AS DOCUMENT NUMBER 200100006017, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 923 IN SAID SUBDIVISION; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID LOT 924, 75.00 FEET; THENCE SOUTHERLY, PARALLEL WITH THE EAST LINE OF SAID LOT 923, A DISTANCE OF 283.71 FEET; THENCE WESTERLY, PARALLEL WITH THE SOUTH LINE OF SAID LOT 923, A DISTANCE OF 175.00 FEET; THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF SAID LOT 923, A DISTANCE OF 75.00 FEET TO THE SOUTH LINE OF SAID LOT 923; THENCE EASTERLY, ALONG SAID SOUTH LINE, 100.00 FEET TO THE EAST LINE OF SAID LOT 923; THENCE NORTHERLY, ALONG SAID EAST LINE, 208.71 FEET TO THE POINT OF BEGINNING.



LOT 924
CLUBLANDS SUBDIVISION
NEIGHBORHOOD 1 UNIT 2
(200100006017)

EASEMENT AREA TABLE		
	SQUARE FEET	ACRES
PARCEL 1	28,778	0.661



P.I.N. 06-36-176-001

PLAINFIELD TOWNSHIP PARK DISTRICT



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

PAGE 1 OF 1

PROJECT NO: J02201JO
FILE NO: 06-36-176-001 PARK DISTRICT
EASEMENT

REVISED 01-12-2026