

AGREEMENT AND GRANT OF EASEMENT FOR  
WATERMAIN AND SANITARY SEWER

This Grant of Easement for Watermain and Sanitary Sewer (“Agreement”) is made this \_\_\_\_ day of July, 2018 between the Joliet Regional Port District, an Illinois political subdivision, body politic and municipal corporation (hereinafter referred to as the “Grantor”) and the Village of Romeoville, an Illinois Home Rule Municipal Corporation (hereinafter referred to as the “Grantee”).

RECITALS

A. Grantor is the legal owner of a tract of land commonly known as \_\_\_\_\_ Southcreek Parkway, Romeoville, Illinois, as more particularly legally described in Exhibit A attached hereto and incorporated herein by the reference (the “Grantor’s Property”).

B. Grantor has entered into a Lease Agreement, dated December 1, 2014, with Southcreek Industrial Holdings, LLC (“Southcreek”), as tenant, covering Grantor’s Property for the construction of an industrial building containing approximately 676,026 square feet and related improvements (the “Lease Agreement”).

C. Southcreek has constructed watermain and sanitary service lines on Grantor’s Property which connect to the Grantee’s potable water main facilities and sanitary sewer facilities.

D. Grantor desires to grant and Grantee desires to receive an easement over, under and across certain portions of the Grantor’s Property for reconstruction, repair, inspection, maintenance and operation of watermain facilities and sanitary sewer facilities, said easement shall remain in effect so long as the underlying lines and facilities are in use and have not been abandoned or inactivated.

Now, therefore, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Recitals. The foregoing recitals are incorporated into this Agreement as if fully set forth in this Section 1.

2. Grant of Easement. Subject to any express conditions, limitations or reservations contained herein Grantor grants to Grantee a non-exclusive easement over, upon and across the area identified and described as “Watermain Easement” and “Sanitary Sewer Easement” on the Plat of Easement prepared by Spaceco, Inc., identified as Job No: 8067 and dated \_\_\_\_\_ (the “Plat”) which Plat is attached hereto as Exhibit B (the “Easement Area”) to construct, reconstruct, repair, inspect, maintain, and operate various utility lines, including but

not limited to, sanitary sewers, water mains, together with any and all necessary manholes, connections, appliances, and other structures and appurtenances as may be deemed necessary by said Grantee over, upon, along, under, and through, said indicated Easement Area, together with right of access across the Grantor's Property for necessary workers and equipment to do any of the above work. The right is also granted to cut down, trim, or remove any trees, shrubs, plants, or other appurtenances on the Easement Area that interfere with the operation of the utilities (together "Grantee's Easement Rights"). The Easement Area and Grantee's Easement Rights shall remain in effect so long as the underlying lines and facilities are in use and have not been abandoned or inactivated.

3. Conditions on Easement. The Grantee's Easement Rights granted in the Agreement on the Easement Area shall be subject to the following conditions:

a) Grantee shall use the Easement Area on a nonexclusive basis with any other public or private utilities that are or may be co-located within the Easement Area that has been or will be authorized by the Grantor, and shall be responsible for any and all coordination with and other public or private utilities now or in the future impacted by Grantee in its use of the Easement Area, and;

b) After installation of any facilities by Grantee, the grading and landscaping of the property shall not be altered in a manner so as to interfere with the operation and maintenance thereof, and;

c) All Grantee facilities and equipment shall be installed underground or shall extend no higher than three (3.0) inches above the surrounding grade, except; in the instance of equipment and pedestals that must be installed above ground, such equipment shall NOT be installed within Federal Aviation Administration (FAA) - prescribed Runway protection Zones (RPZ), Runway or Taxiway Safety Areas (RSA/TSA) or Runway or Taxiway Object Free Areas (ROFA/TOFA), as determined by the Grantor, and;

d) No Grantee equipment shall obstruct any existing or future FAR Part 77 Airport Imaginary Surfaces as prescribed by the FAA, or surfaces prescribed in the United States Standard For Terminal Instrument Procedures (TERPs), and; the Grantee shall not hereafter use nor permit nor suffer use of the land within the Easement Area in such a manner as to create electrical interference with radio communication between the installation upon the Grantor's Property and aircraft, or as to make it difficult for fliers to distinguish between Airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft, and;

e) Grantee shall not hereafter use, nor permit nor suffer use of the Easement Area in such a manner as to create a potential for attracting birds and other wildlife, which may pose a hazard to aircraft, and;

f) Grantee's use of the Easement Area shall remain subject to the Grantor's use thereof in carrying out its obligations under Federal law as the sponsor of the Lewis University Airport, and; the aforesaid covenants and agreements shall run with the land as herein described for the benefit of the Grantor and its successors and assigns in the ownership and operation of the Airport, and;

g) Grantee shall obtain the written approval of the Grantor and any other governmental authorities having jurisdiction prior to constructing any further improvements not within the Easement Area shown, and;

h) Grantor shall not install any facility over, or on or within the Easement Area unless the Grantor has determined that the installation is essential to the Airport's operation and will not have a significant impact on the Grantee's Easement Rights, and;

i) Grantor reserves to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area, including the public right to cause in such airspace any noise inherent in the operation of aircraft for navigation or flight through such airspace or for landing at, taking off from, or operation at or on the Airport, and;

j) All work by Grantee within the Airport Operations Area (AOA), as defined by the Grantor, shall be prior-scheduled and prior-authorized by the Lewis University Airport Manager, and such work shall be conducted in accordance with the Airport Manager's requirements for work within the AOA.

4. Southcreek's Rights. The Grantee's Easement Rights are subject to the rights of Southcreek or any tenant leasing all or a portion of the Grantor's Property, provided that their rights are not in conflict with the Lease Agreement, as the same may be amended.

5. Notice of Work. Except in bona fide emergency situations, Grantee shall provide Grantor and Southcreek with reasonable written notice of its intention to perform work within the Easement Area.

6. Non-Interference. In exercising any rights contained in this Agreement, neither party shall interfere in any manner with the access, parking, pedestrian and other activities of the other party, or the other party's employees, agents, tenants, customers, invitees and licensees.

7. Entire Agreement. The Agreement shall constitute the entire agreement between the parties as to the subject matter hereof and any prior understanding or representation of any kind preceding the date of this Agreement as to the subject matter hereof shall not be binding upon either party except to the extent incorporated in this Agreement.

8. Severability. In the event that any term or provision of this Agreement, or the application thereof to any particular party or circumstance, is found by a court of competent jurisdiction to be invalid or unenforceable (in whole or in its application to a particular party or

circumstance), the remaining terms and provisions of this Agreement or the application thereof to different parties or circumstances, as the case may be, shall not be affected thereby and this Agreement shall remain in full force and effect in all other respects.

9. Counterparts. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10. Survival. The terms of this Agreement shall run with the land described in the exhibits, hereto and shall inure to the benefit of, as well as be binding upon, all of the parties hereto and their respective legal representatives, successors, heirs and assigns.

**[SIGNATURES ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth in the first paragraph above.

By: \_\_\_\_\_  
John D. Noak, Its President

Attest: \_\_\_\_\_  
Its Clerk

Joliet Regional Port District

By: \_\_\_\_\_  
David J. Silverman, Its Chairman

Attest: \_\_\_\_\_  
Its Secretary