

This Instrument was prepared by
and after recording returned to:

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2024, by and between the Village of Romeoville, an Illinois Municipal Corporation ("Village") and Banc One Building Corporation, an Illinois corporation ("Owner").

WITNESSETH:

WHEREAS, Village has been and is in the process of constructing improvements to Village potable water and sanitary sewer lines within the Village; and

WHEREAS, in connection with the foregoing, the Village has determined that it is necessary and desirable to acquire an easement for the construction, reconstruction, extension, maintenance and improvement of Village potable water, sanitary sewer lines and other Village public utility improvements upon a portion of certain real property owned by Owner, which portion of such real property is described and depicted in Exhibit A hereto, a copy of which is attached hereto and incorporated herein by reference, such portion of such real property as described and depicted in Exhibit A being hereinafter referred to as the "Permanent Easement Area"; and

WHEREAS, Owner owns the real property upon which the Permanent Easement Area is located, which property is described and depicted in Exhibit B hereto, and hereinafter referred to as Owner's Property; and

WHEREAS, Owner desires to formally grant, dedicate and convey to the Village a non-exclusive easement over, on, upon, across and through the Permanent Easement Area for purposes of the construction, reconstruction, extension, maintenance and improvement of Village potable water, sanitary sewer lines and other Village public utility improvements all in accordance with and subject to the terms and provisions of this Agreement; and

WHEREAS, Owner also desires to formally grant, dedicate and convey to the Village a temporary and non-exclusive construction easement to facilitate construction of the potable water, sanitary sewer lines and other Village public utility improvements within the Permanent Easement Area (the "Temporary Construction Easement"), all in accordance with and subject to the terms and provisions of this Agreement; and

WHEREAS, this easement, along with all rights and privileges associated therewith, are non-exclusive, and Owner shall be permitted to utilize Owner's Property, including the right to convey other easements on and to the Permanent Easement Area which do not conflict with the Village's

rights under this Agreement. Owner also retains, reserves, and shall continue to enjoy use of the surface and subsurface of Owner's Property, inclusive of the Permanent Easement Area for any and all purposes that do not materially interfere with or prevent the construction of the improvements by the Village, including the right to build and use the surface of the Permanent Easement Area for driveways, walks, gardens, lawns, planting areas, and other improvements and/or uses.

NOW, THEREFORE, in consideration of the Village's payment of Eighteen Thousand and 00/100 Dollars (\$18,000.00) to Owner, and the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Owner and Village hereby agree as follows:

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

2. Grant of Permanent Non-Exclusive Easement. Subject to the terms and provisions of this Agreement, Owner hereby grants, conveys and dedicates to the Village an easement over, on, upon, through, under and across the Easement Area for purposes of the construction, reconstruction, extension, maintenance and improvement of Village sanitary sewer and potable water, and other Village public utility improvements therein. The Easement Area granted, dedicated and conveyed to the Village hereunder shall be a perpetual and permanent easement upon, over, under and across such property to construct, install, extend, operate, use, repair, remove, maintain, replace and otherwise improve the Easement Area with sanitary sewer, potable water and other Village public utilities therein, and to conduct therein all such construction, excavation and other work related to the aforesaid purposes. Owner acknowledges that from and after the date first above named, it shall not construct or place any buildings, structures, permanent improvements or obstructions of any kind within the Easement Area. Notwithstanding the foregoing, Owner is expressly permitted to build and use the surface of the Permanent Easement Area for driveways, walks, gardens, lawns, planting areas, and other improvements and/or uses, to install pavement, asphalt, parking area, drive-lanes, access drives, and curbs upon, over and across the Permanent Easement Area. This permanent non-exclusive easement is legally described and depicted on Exhibit A hereto as the "Proposed Permanent Easement".

3. Grant of Temporary Non-Exclusive Construction Easement. Subject to the terms and provisions of this Agreement, Owner hereby grants, conveys and dedicates to the Village a Temporary Construction Easement over, on, upon, and across a portion of certain real property owned by Owner, which portion of such real property is described and depicted in Exhibit A hereto as the "Proposed Temporary Easement". This Temporary Construction Easement is solely for purposes of facilitating the construction of the Village sanitary sewer and potable water, and other Village public utility improvements within the Permanent Easement Area. The Temporary Construction Easement shall commence on the date in which the Village begins its construction of the Village sanitary sewer and potable water, and other Village public utility improvements within the Permanent Easement Area, and shall terminate on the date: (i) such improvements are completed; or (ii) three (3) months after the commencement of such improvements; whichever is earlier.

4. Village Restoration Obligations. Without otherwise limiting, modifying or affecting any other provision of this Agreement, the Village shall, at its sole cost and expense, repair and restore any damage to Owner's Property to the condition in which Owner's Property existed prior to any construction, repair, maintenance or replacement activities, located within and outside of the Permanent Easement Area and the Temporary Construction Easement area resulting from construction activities undertaken by the Village and from any repair, maintenance, and replacement

of the sanitary sewer and potable water, and other Village public utility improvements located within the Permanent Easement Area.

5. Ownership of Improvements; Use by Other Public Utility Companies. Village shall at all times retain title to, ownership of and control over all improvements (exclusive of landscaping and plantings) of any nature or kind constructed or located by Village within the Permanent Easement Area as contemplated by the provisions of this Agreement. Owner further acknowledges and agrees that, subject to the Village's agreement and approval, other public utility service providers shall be permitted to locate lines, improvements and facilities within the Permanent Easement Area, subject to and in accordance with the provisions of this Agreement, which provisions shall apply to the use of the Permanent Easement Area by such other public utility service providers in the same manner and to the same extent as such provisions apply to the Village's use of the Permanent Easement Area hereunder.

6. Notice of Work. Except in bona fide emergency situations, Village shall provide Owner with not less than seventy-two (72) hours reasonable prior notice of its intention to enter onto Owner's property. Written notice such notice to be provided to:

Banc One Building Corporation
c/o Kelly Armstrong, Facility Manager
Phone: (309) 264-9885
Email: kelly.armstrong@jpmchase.com

Banc One Building Corporation
c/o Brent Fullen, Asset Manager
Phone: (220) 246-0960
Email: brent.fullen@jpmchase.com

7. Indemnification. Village hereby agrees to indemnify, defend and hold harmless Owner and its officers, directors, employees, agents, successors and assigns of and from any and all liabilities, claims, lawsuits, damages, costs, expenses and judgments on account of injury or death of persons or damage to property caused by or arising out of any acts, whether negligent or otherwise, or omissions of the Village or any licensee, contractor, agent, or invitee of the Village in connection with the easement rights granted herein, and from Village's construction of the sanitary sewer, potable water and other Village public utilities and the Village's use of the Easement Area as contemplated herein, but only to the extent not caused or contributed to by the willful misconduct of Owner.

8. Once the Village has commenced construction of the improvements in the Permanent Easement Area, the Village shall diligently pursue such improvements to completion. All improvements in the Permanent Easement Area shall be performed in a good and workmanlike manner. Upon completion of the construction and installation of the improvements, Village shall, at its sole cost and expense, promptly replace and restore any structures, improvements and/or landscaping that have been relocated, removed or damaged during the construction period and shall restore Owner's Property to as good or better condition than prior to such construction.

9. The Village shall require its construction contractor to maintain, at all time during any construction to be done during the term of this Easement, contractor's public liability insurance providing for a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000) for all damages arising

out of bodily injuries to, or death of, two or more persons in any one occurrence, and regular contractor's property damage liability insurance providing for a limit of not less than FIFTY THOUSAND AND NO/00 DOLLARS (\$50,000) for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limitation per occurrence, a total or aggregate limit of ONE HUNDRED THOUSAND (\$100,000) for all damages arising out of injury to, or destruction of, property during the policy period. The Village shall require its contractor to add Owner as an additional insured party on the above identified policies, as to the Owner's Property, during the time period of the construction activity on Owner's Property and when accessing Owner's property for any repairs and maintenance to the improvements.

10. Successors. This Agreement and the easement to be granted pursuant hereto shall bind and inure to the benefit of Owner and Village, and their respective successors, assigns and grantees, and shall be deemed to constitute covenants running with Owner's Property.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner and Village have executed this Agreement all as of the date and year first above named.

"OWNER"

BANC ONE BUILDING CORPORATION
an Illinois corporation

BY: _____

ATTEST: _____

"VILLAGE"

VILLAGE OF ROMEOVILLE, AN ILLINOIS MUNICIPAL CORPORATION

BY: _____
John D. Noak, Village President

ATTEST: _____
Olivia Blomberg, Deputy Village Clerk

STATE OF _____)
) SS
 COUNTY OF _____)

I, _____, a notary public in and for said County and State, certify that _____ and _____, personally known to me to be the _____ and the _____ of Banc One Building Corporation, and the persons whose names are subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that they signed and delivered said instrument pursuant to authority given therefor by the said Banc One Building Corporation as their free and voluntary act and as the free and voluntary act of the said Banc One Building Corporation for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2024.

 Notary Public

STATE OF ILLINOIS)
) SS
 COUNTY OF WILL)

I, _____, a notary public in and for said County and State, certify that John D. Noak, personally known to me to be the Village President of the Village of Romeoville, Illinois, and Olivia Blomberg, personally known to me to be the Deputy Clerk of said Village, and whose names are subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that as such President and Deputy Clerk of the said Village that they signed and delivered the said instrument and caused the corporate seal of the Village to be affixed thereto, pursuant to authority given therefor by the Board of Trustees of said Village, as their free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2024.

 Notary Public

EXHIBIT A

PERMANENT EASEMENT AREA AND TEMPORARY CONSTRUCTION EASEMENT

[See Attached]

EXHIBIT

PROPOSED PERMANENT EASEMENT.

of
 THE NORTH 25.00 FEET OF A TRACT OF LAND IN BLOCK 2 IN PARKDALE SHOPPING CENTER, A SUBDIVISION OF PARTS OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34 AND OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1999 IN PLAT BOOK 31 ON PAGE 103, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, WHENCE THE NORTHWEST CORNER OF SAID BLOCK 2 BEARS NORTH 89 DEGREES 26 MINUTES 23 SECONDS WEST A DISTANCE OF 434.18 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 33 SECONDS EAST A DISTANCE OF 295.16 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 50 SECONDS EAST A DISTANCE OF 295.16 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 33 SECONDS WEST A DISTANCE OF 86.45 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 50 SECONDS WEST A DISTANCE OF 208.71 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 33 SECONDS WEST A DISTANCE OF 208.71 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 50 SECONDS WEST A DISTANCE OF 86.45 FEET, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

AREA OF EASEMENT = 7,379 SQUARE FEET OR 0.169 ACRES

AFFECTS PIN: 12-02-34-101-011-0000

PROPOSED TEMPORARY EASEMENT.

THE SOUTH 25.00 FEET OF THE NORTH 50.00 FEET OF A TRACT OF LAND IN BLOCK 2 IN PARKDALE SHOPPING CENTER, A SUBDIVISION OF PARTS OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34 AND OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1999 IN PLAT BOOK 31 ON PAGE 103, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, WHENCE THE NORTHWEST CORNER OF SAID BLOCK 2 BEARS NORTH 89 DEGREES 26 MINUTES 23 SECONDS WEST A DISTANCE OF 434.18 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 33 SECONDS EAST A DISTANCE OF 295.16 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 50 SECONDS EAST A DISTANCE OF 295.16 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 33 SECONDS WEST A DISTANCE OF 86.45 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 50 SECONDS WEST A DISTANCE OF 208.71 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 33 SECONDS WEST A DISTANCE OF 86.45 FEET, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

AREA OF EASEMENT = 7,379 SQUARE FEET OR 0.169 ACRES

AFFECTS PIN: 12-02-34-101-011-0000



Notes:

(XXX.XX') Denotes record dimension or dimension computed from record dimension values.
 XXX.XX' Denotes measured dimension or dimension computed from measured dimension values.
 5-17-2021
 20-R0313-EASE-EXHIBIT-01.dwg

20-R0313

ROBINSON ENGINEERING, LTD.
 CONSULTING REGISTERED PROFESSIONAL ENGINEERS
 AND PROFESSIONAL LAND SURVEYORS
 17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
 (708) 331-4700 FAX (708) 331-3205
 ILLINOIS DESIGN FIRM REGISTRATION NO. 194001122

EXHIBIT B

LEGAL DESCRIPTION OF OWNER'S PROPERTY

A TRACT OF LAND IN BLOCK 2 IN PARKDALE SHOPPING CENTER, A SUBDIVISION OF PARTS OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34 AND OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1959 IN PLAT BOOK 31 ON PAGE 103, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, WHENCE THE NORTHWEST CORNER OF SAID BLOCK 2 BEARS NORTH 69 DEGREES 26 MINUTES 23 SECONDS WEST A DISTANCE OF 434.18 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 33 SECONDS EAST A DISTANCE OF 295.16 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 50 SECONDS EAST A DISTANCE OF 295.16 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 33 SECONDS WEST A DISTANCE OF 86.45 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 50 SECONDS WEST A DISTANCE OF 208.71 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 33 SECONDS WEST A DISTANCE OF 208.71 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 50 SECONDS WEST A DISTANCE OF 86.45 FEET, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PIN: 12-02-34-101-011-0000