

**EASEMENT AGREEMENT**

**(PUBLIC TORNADO WARNING SIREN EASEMENT)**

**WITNESSETH:**

This Easement Agreement (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Village of Romeoville, an Illinois Home Rule Municipal Corporation (“Village”) and PDV Midwest Refining, L.L.C. (“Owner”).

WHEREAS, Village, through its Emergency Management Agency, (“REMA”) constructs and maintains a system of tornado warning sirens within its corporate limits for the use and benefit of its citizens, residents and others present within the corporate limits of the Village; and

WHEREAS, Owner owns certain real property described and depicted as set forth in Exhibit A (“Owner’s Property”), a copy of which is attached hereto and incorporated herein; and

WHEREAS, the Village desires to receive from Owner a permanent and perpetual easement from Owner to permit Village, through its REMA, to construct, utilize, operate, maintain, repair and replace a tornado warning siren on a portion of Owner’s Property adjacent to High Road, and the Owner desires to grant such an easement to the Village, all upon the terms and conditions hereinafter set forth; and

WHEREAS, the location of the proposed easement for the above-mentioned purposes is described and depicted on Exhibit B, a copy of which is attached hereto and incorporated herein (the “Easement Premises”), which location is within Owner’s Property; and

WHEREAS, pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970, the Village possesses home rule powers and authority, and enters into this Agreement as an exercise thereof.

NOW, THEREFORE, in consideration of 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.

Grant of Easement. Subject to the terms and provisions of this Agreement, Owner hereby grants to Village the Easement hereinafter described in paragraph 3 hereof.

2. Permanent Easement. The Easement granted by Owner to the Village over and across the Easement Premises shall be a permanent and perpetual easement upon, over, under and across that portion of Owner's Property depicted therein to construct, install, operate, use, repair, remove, maintain and replace public tornado warning siren improvements and related appurtenances (the "Public Tornado Warning Siren"), and to conduct within the Easement all such construction, excavation and other work related to the aforesaid purposes, provided, however, that the Village at its sole cost and expense shall be responsible to restore all damages to Owner's Property resulting from its use of the Easement during or as a result of the conduct of any of the foregoing activities (to the extent that such portion of Owner's Property is not actually improved with Public Tornado Warning Siren or related appurtenances). The Village shall submit to Owner the construction plans for the Public Tornado Warning Siren for Owner's review and approval, which approval shall not be unreasonably withheld. Owner shall grant such approval provided Owner determines that the proposed Public Tornado Warning Siren and related appurtenances as set forth in such plans will not adversely affect Owner's use of the balance of Owner's Property not subject to the Easement described herein. Except as hereinafter set forth, Owner shall refrain from constructing or locating any buildings or structures within the Easement Premises, and shall take no actions or conduct any activities within the Easement that would unreasonably interfere with or restrict the use of the Easement for the purposes set forth in this Agreement. The Easement is conveyed subject to all existing easements, rights of way, leases, or other encumbrances, whether of record or not, on, over, and across the Property; is made without any warranties whatsoever and shall run for so long as the Public Tornado Warning Siren installed hereunder shall be used for the purposes aforesaid.
3. Ownership of Improvements. Village shall at all times retain title to, ownership of and control over any and all public tornado warning sirens, other public improvements or related appurtenances constructed or located by Village within the Easement Premises. Owner shall have no maintenance obligations with respect to such siren, other public improvements and related appurtenances constructed pursuant hereto.
4. Notice of Work. Except in bona fide emergency situations, Village shall provide Owner with reasonable written notice of its intention to perform work within the Easement.
5. Indemnification. Village hereby indemnifies, defends and holds harmless Owner and its officers, directors, employees and agents of and from any and all liabilities, claims, damages, costs, orders, expenses, including but not limited to its reasonable attorneys

fees, or judgments resulting from Village's use of the Easement for the purposes set forth herein.

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

"OWNER"

PDV Midwest Refining, L.L.C.

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

"VILLAGE"

Village of Romeoville, an Illinois Municipal Corporation

BY: \_\_\_\_\_

John Noak, Village President

ATTEST: \_\_\_\_\_

Dr. Bernice Holloway, Village Clerk

## EXHIBIT A

Parcel 10:

Lots 1 through 9 of Proprietors' Subdivision of part of the South East 1/4 of the South East 1/4 of Section 35, Township 37 North, Range 10 East of the Third Principal Meridian, lying East of the center line of the Lockport-Lemont Highway (State Aid Route No. 72) according to the plat thereof recorded October 9, 1950, in Plat Book 27, Page 38 as Document No. 680821, in Will County, Illinois.

Excepting therefrom that part conveyed to Texor Petroleum Company, Inc. by Special Warranty Deed recorded May 30, 2002 as Document No. R2002089167, described as follows:

That part of Lots 7, 8 and 9 in Proprietor's Subdivision of part of the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 37 North, Range 10 East of the Third Principal Meridian, lying East of the center line of the Lockport-Lemont Highway (State Aid Route No. 72) according to the Plat thereof recorded October 9, 1950 as Document 620921, taken as a tract and described as follows: Beginning at the Southwest corner of said Lot 9; thence North along the West line of said Lots 9, 8 and 7 a distance of 436.0 feet record (435.52 feet measured) to a point on the most Northerly South line of said Lot 7; thence East along the Easterly extension of said most Northerly South line, said line also being parallel with the South line of said Lot 9, a distance of 130.81 feet; thence Southwesterly to a point on the South line of said Lot 9, said point being 86.74 feet East of the Southwest corner thereof, a distance of 437.92 feet; thence West along said South line of Lot 9, 86.74 feet to the point of beginning, all in Will County, Illinois.

Tax Identification Number: 12-02-35-401-022-0000

EXHIBIT B—Survey of Easement Premises