

Line No. Crawford #1, 2 and 3

R/W No. Craw 3-52 and Craw 3-53

County of Will

State Illinois

Roadway Agreement

The undersigned VILLAGE OF ROMEOVILLE, an Illinois Municipal Corporation (hereinafter "Grantor"), the owner of the real estate hereinafter described, for valuable consideration received, does hereby grant, convey and warrant to NATURAL GAS PIPELINE COMPANY OF AMERICA LLC, a Delaware limited liability company, with an office at 1001 Louisiana St., STE 1000, Houston, Texas 77002 (hereinafter "Grantee"), its successors and assigns, a permanent exclusive private access roadway easement (hereinafter "Exclusive Private Roadway") and a permanent nonexclusive private access roadway easement (hereinafter "Non Exclusive Private Roadway") in, over and across the following real estate in Will County, State of Illinois, to wit:

THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 29 AND THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 32, BOTH IN TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS;

Hereinafter referred to as "said Land";

to occupy and utilize a portion of said Land for the Exclusive Private Roadway and the Non Exclusive Private Roadway, for use by Grantee, its successors and assigns, its employees, agents and licensees and their equipment, with right to use the surface the same; the Grantors hereby expressly releasing and waiving any right of homestead.

The Exclusive Private Roadway herein granted is legally described and graphically depicted as "Parcel B" on Exhibit A, a copy of which is attached hereto and incorporated herein by reference. The Non Exclusive Private Roadway herein granted is legally described and graphically depicted as "Parcel A" on said Exhibit A.

See Exhibit "A" attached hereto and incorporated herein for legal descriptions and graphical depictions of Parcels A and B referenced hereinabove.

TO HAVE AND TO HOLD said Exclusive Private Roadway and said Non Exclusive Private Roadway and the covenants, terms and conditions contained herein are intended to run with said Land so long thereafter as said Exclusive Private Roadway and said Non Exclusive Private Roadway shall be used by or be useful to Grantee and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Exclusive Private Roadway and said Non Exclusive Private Roadway herein conveyed unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereon.

In consideration of this agreement the parties agree:

- (a) Grantor, his heirs or assigns, shall have the right to use said Exclusive Private Roadway for any and all passage purposes so long as such use does not unreasonably interfere with the rights of Grantee hereunder and provided that Grantee shall not be liable for any injury or damage to Grantor or third persons resulting from such use. Grantee, his heirs and assigns shall have the right to use said Non Exclusive Private Roadway for any and all passage purposes so long as such use does not interfere with the rights of Grantor and the general public to use the same for general vehicular travel purposes.
- (b) Grantor and Grantee agree that the person securing this Agreement is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed.

- (c) If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over said Land, held to be illegal, void, or unenforceable, or to be in conflict with the law of the state in which said real estate lies, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular part, term or provision held to be invalid.
- (d) This Agreement together with exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreement, either verbal or written between the parties.
- (e) The terms, covenants and provisions of this Agreement shall inure to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of each of the parties hereto.

Executed this _____ day of _____, 20____.

VILLAGE OF ROMEOVILLE (AN ILLINOIS MUNICIPAL CORPORATION)

Signature

Name

Title

THE STATE OF _____ **§**
COUNTY OF _____ **§**

This instrument was acknowledged before me on this the _____ day of _____, 2019, by _____ (name), as _____ (type of authority, e.g., officer, trustee, etc.) of VILLAGE OF ROMEOVILLE (an Illinois Municipal Corporation) on behalf of and as the act of the said entity.

{Seal}

Commission Expires

Notary Public

EXHIBIT

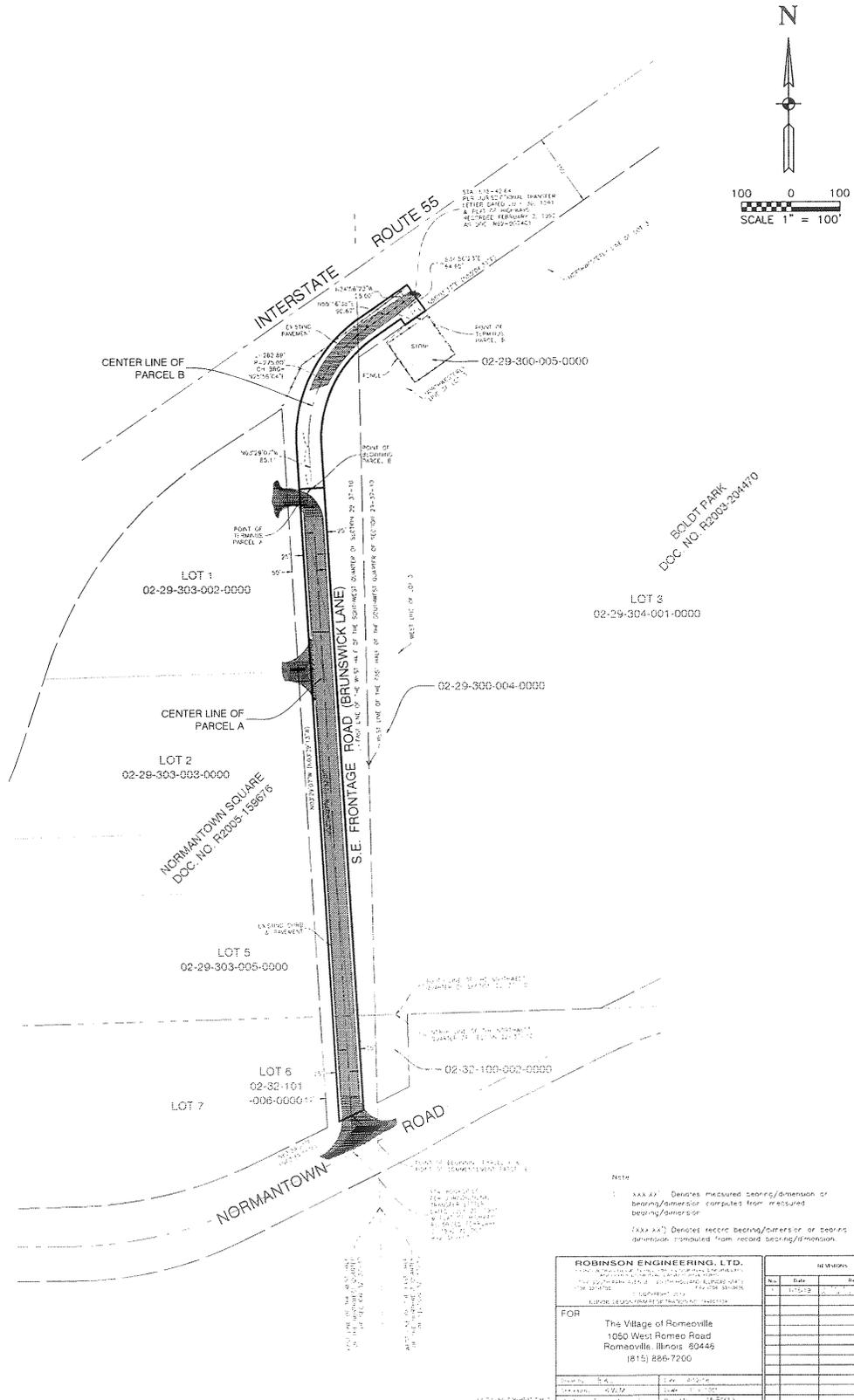
of

PARCEL A LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, BOTH IN TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A 50 FOOT WIDE STRIP OF LAND LYING 25 FEET ON BOTH SIDES OF A CENTER LINE DESCRIBED AS FOLLOWS:
 BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF NORMANTOWN ROAD ALSO BEING THE NORTHEASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 6 IN NORMANTOWN SQUARE, BEING A SUBDIVISION IN PART OF SAID SOUTHWEST QUARTER OF SECTION 29 AND PART OF SAID NORTHWEST QUARTER OF SECTION 32 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT R2005-159676 WITH A LINE 50.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 6 AND THE EASTERLY LINE OF LOTS 5, 7 AND 1 IN SAID NORMANTOWN SQUARE; THENCE ALONG SAID PARALLEL LINE NORTH 03 DEGREES 28 MINUTES 07 SECONDS WEST 1282.00 FEET, TO THE POINT OF TERMINUS FOR SAID CENTER LINE, SAID 50 FOOT WIDE STRIP OF LAND BEING EXTENDED TO OR TERMINATED BY SAID NORTHERLY LINE OF NORMANTOWN ROAD, IN WILL COUNTY, ILLINOIS.

PARCEL B LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, BOTH IN TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A 50 FOOT WIDE STRIP OF LAND LYING 25 FEET ON BOTH SIDES OF A CENTER LINE DESCRIBED AS FOLLOWS:
 COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF NORMANTOWN ROAD ALSO BEING THE NORTHEASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 6 IN NORMANTOWN SQUARE, BEING A SUBDIVISION IN PART OF SAID SOUTHWEST QUARTER OF SECTION 29 AND PART OF SAID NORTHWEST QUARTER OF SECTION 32 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT R2005-159676 WITH A LINE 50.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 6 AND THE EASTERLY LINE OF LOTS 5, 7 AND 1 IN SAID NORMANTOWN SQUARE; THENCE ALONG SAID PARALLEL LINE NORTH 03 DEGREES 28 MINUTES 07 SECONDS WEST 1282.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 03 DEGREES 28 MINUTES 07 SECONDS WEST 85.11 FEET TO A TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET, AN ARC LENGTH OF 282.89 FEET AND A CHORD BEARING OF NORTH 25 DEGREES 55 MINUTES 04 SECONDS EAST, TO A TANGENTIAL LINE; THENCE ALONG SAID TANGENTIAL LINE NORTH 25 DEGREES 16 MINUTES 25 SECONDS EAST 50.63 FEET, TO A LINE PERPENDICULAR TO THE SOUTHEASTERLY LINE OF INTERSTATE ROUTE 55; THENCE NORTH-WESTERLY ALONG SAID PERPENDICULAR LINE NORTH 34 DEGREES 56 MINUTES 23 SECONDS WEST 25.90 FEET, THENCE SOUTHEASTERLY ALONG SAID PERPENDICULAR LINE SOUTH 34 DEGREES 56 MINUTES 23 SECONDS EAST 64.65 FEET, TO SAID SOUTHEASTERLY LINE AND THE POINT OF TERMINUS FOR SAID CENTER LINE, IN WILL COUNTY, ILLINOIS.



ROBINSON ENGINEERING, LTD.		REVISIONS	
1050 West Romeo Road Romeoville, Illinois 60446 (815) 886-7200		No.	Remarks
FOR	The Village of Romeoville 1050 West Romeo Road Romeoville, Illinois 60446 (815) 886-7200	1	08/15/10
Drawn by	JK	Check by	JK
Checked by	JK	Date	11/11/10
Scale	AS SHOWN	Scale	1" = 100'
Job No.	1050	Project No.	1050