

## **EASEMENT ACQUISITION AGREEMENT**

### **WITNESSETH:**

This Easement Acquisition Agreement ("Agreement") is made and entered into as of this 24 day of April, 2023, by and between the Village of Romeoville, an Illinois Municipal Corporation ("Village") and PLJ Partnership LP, an Illinois Limited Partnership, Ward Family Land Trust under trust agreement dated 12/21/2009, and John R. Ward Generation Skipping Trust (collectively, "Owner").

WHEREAS, ongoing development of real estate within the Village requires the extension of sanitary sewer mains of the Village to provide such utility service to the property under development; 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 sanitary sewer lines and related appurtenances upon a portion of certain real property owned by Owner, which portion of such real property is described and depicted in the plat of easement attached as 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 Easement Area; and

WHEREAS, Owner owns other real property adjacent to the Easement Area described and depicted in Exhibit A-1 hereto, and hereinafter referred to as Owner's Property; and

WHEREAS, Owner desires to formally grant, dedicate and convey to the Village an easement over, on, upon, across and through the Easement Area for purposes of the construction, reconstruction, extension, maintenance and improvement of Village sanitary sewer lines and related appurtenances, all in accordance with and subject to the terms and provisions of this Agreement.

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.
2. Grant of 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 sanitary sewer, potable water, and Village and other 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 or other 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, except that Owner, at its cost and risk, may place concrete, asphalt or other like hard surfaced pavement within the Easement Area for private roadway or parking purposes. In the event that Village requires access to the Easement Area for the performance of work therein, Owner shall be obligated to remove all vehicles and other obstructions from the Easement Area on request of Village, and Village shall have no obligation to restore any pavement within the Easement Area after its performance of work therein other than the placement of trench backfill. Owner further agrees that contemporaneously with its execution of this Agreement, it shall execute and deliver to Village an executed copy of the plat of easement in substantially the form shown in Exhibit A.

3. Owner Property Sewer and Water Connection Fees. In consideration of Owner's entry into this Agreement and its execution of the plat of easement as hereinabove provided, the fees imposed by the Village for the connection of Owner's Property and the uses and structures developed thereon to the water and sanitary sewer systems of the Village shall not exceed the amount of the fees charged pursuant to Village ordinance as of the date of this Agreement, which fees are set forth in Exhibit B to this Agreement. Owner acknowledges and agrees that Owner's Property is presently not within the corporate limits of the Village, and that the execution of an annexation agreement between Owner or its grantee/contract purchaser and Village will be required as a condition of the provision of any Village water or sanitary sewer service to Owner's Property.
4. Sanitary Sewer Transmission and Treatment Capacity. In consideration of Owner's entry into this Agreement and its execution of the plat of easement as hereinabove provided, Village shall reserve not less than 350 P.E. pf sanitary sewer transmission capacity in the Village sewer main to be constructed within the Easement Area and a like amount of sewage treatment capacity in its sewer treatment plant (collectively, the "reserved Capacity"). The Reserved Capacity shall be available for Owner's use in connection with the development of Owner's Property, subject to the execution of an annexation agreement between Owner or its grantee/contract purchaser and Village.
5. 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 located outside of the Easement Area resulting from construction activities undertaken by the Village.
6. Ownership of Improvements. Village shall at all times retain title to, ownership of and control over all improvements of any nature or kind constructed or located by Village within the Easement Area as contemplated by the provisions of this Agreement.
7. 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 commence construction activities within the Easement Area.
8. 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, expenses or judgments resulting from Village's use of the Easement Area as contemplated herein.

9. 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

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

"Owner"

PLJ Partnership LP

BY: Kathleen M. Ward  
Kathleen M. Ward, General Partner

Ward Family Land Trust under trust agreement dated 12/21/2009

By: Amy B Ward, trustee  
Amy B. Ward, Trustee

John R. Ward Generation Skipping Trust

By: Kathleen M. Ward  
Kathleen M. Ward, Trustee

"VILLAGE"

Village of Romeoville, an Illinois Municipal Corporation

BY: \_\_\_\_\_  
John D. Noak, Village President

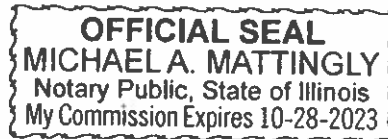
ATTEST: \_\_\_\_\_  
Olivia Blomberg, Deputy Village Clerk

STATE OF Illinois )  
 ) SS  
COUNTY OF Grundy )

I, Michael A. Mattingly, a notary public in and for said County and State, certify that Kathleen Ward, personally known to me to be the general partner of PLJ Partnership LP, and the person whose name is subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that she signed and delivered said instrument pursuant to authority given therefor by the said PLJ Partnership LP as her free and voluntary act and as the free and voluntary act of the said PLJ Partnership LP for the uses and purposes therein set forth.

Given under my hand and seal this 24 day of April, 2023.

Michael A. Mattingly  
Notary Public



STATE OF Illinois )  
 ) SS  
COUNTY OF Grundy )

I, Michael A. Mattingly, a notary public in and for said County and State, certify that Amy B. Ward, personally known to me to be the trustee of the Ward Family Land Trust under trust agreement dated 12/21/2009, and the person whose name is subscribed to this instrument, appeared before me this day in person and acknowledged before me that she signed and delivered this instrument pursuant to authority given therefor by the said Ward Family Land Trust, as her free and voluntary act and as the free and voluntary act of the said Ward Family Land Trust for the uses and purposes therein set forth.

Given under my hand and seal this 27 day of April, 2023.

Michael A. Mattingly  
Notary Public



STATE OF Illinois )  
 ) SS  
COUNTY OF Greene )

I, Michael A Mattingly, a notary public in and for said County and State, certify that Kathleen M. Ward, personally known to me to be the trustee of the John R. Ward Generation Skipping Trust, and the person whose name is subscribed to this instrument, appeared before me this day in person and acknowledged before me that she signed and delivered this instrument pursuant to authority given therefor by the said John R. Ward Generation Skipping Trust, as her free and voluntary act and as the free and voluntary act of the said John R Ward Generation Skipping Trust for the uses and purposes therein set forth.

Given under my hand and seal this 24 day of April, 2023.

[Signature]  
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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**Exhibit A—Legal Description and Depiction of Easement Area**

See attached

**Exhibit A-1—Legal Description of Owner's Property**

**PARCEL 1 A:**

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; EXCEPTING THEREFROM THE EAST 60 FEET OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, ALSO EXCEPTING THEREFROM THE NORTH 1015.00 FEET OF THE EAST 509.92 FEET THEREOF, AND ALSO EXCEPTING THEREFROM THOSE PARTS OF THE AFORESAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER CONVEYED TO THE COUNTY OF WILL FOR USE OF THE DEPARTMENT OF HIGHWAYS PER WARRANTY DEEDS RECORDED AS DOCUMENT NO. R80-33640 AND DOCUMENT NO. R2000-112726, AND ALSO EXCEPTING THEREFROM THAT PART OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER DEDICATED TO THE VILLAGE OF ROMEOVILLE BY PLAT RECORDED AS DOCUMENT NO. R2003-141120; IN WILL COUNTY, ILLINOIS

**PARCEL 1 B:**

THE NORTH 1015.00 FEET OF THE EAST 509.92 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; EXCEPTING THEREFROM THE EAST 60 FEET OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, THEREOF AND ALSO EXCEPTING THEREFROM THOSE PARTS OF THE AFORESAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER CONVEYED TO THE COUNTY OF WILL FOR USE OF THE DEPARTMENT OF HIGHWAYS PER WARRANTY DEEDS RECORDED AS DOCUMENT NO. R80-33640 AND DOCUMENT NO. R2000-112726, AND ALSO EXCEPTING THEREFROM THAT PART OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER DEDICATED TO THE VILLAGE OF ROMEOVILLE BY PLAT RECORDED AS DOCUMENT NO. R2003-141120; IN WILL COUNTY, ILLINOIS

**Exhibit B—Current Water and Sewer Tap on Fees per Sections 43.02(A)(3), 43.02(A)(4), 43.02(B)(5)(a) and 43.02(B)(5)(b)**

43.02(A)(3) Residential tap-on fees

- (a) Sanitary sewer \$4,000
- (b) Water meter \$4,000

43.02(A)(4) Apartment and condominium tap-on fees

- (a) Sanitary sewer \$480/P.E., but not less than \$4,000
- (b) Water meter \$440/P.E., but not less than \$4,000

43.02(B)(5) Commercial/industrial tap-on fees.

- (a) Water main \$440/P.E., but not less than \$4,000
- (b) Sanitary sewer main \$480/P.E., but not less than \$4,000