

EASEMENT ACQUISITION AGREEMENT

WITNESSETH:

This Easement Acquisition Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2019, by and between the Village of Romeoville, an Illinois Municipal Corporation ("Village") and LaFarge North America, Inc., a Maryland Corporation ("Owner").

WHEREAS, Village has been and is in the process of extending and improving a public roadway within the Village commonly known as Pinnacle Drive; 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 public roadway improvements and associated public utility improvements across a portion of certain real property owned by Owner, which portion of such real property is described in Exhibit A hereto, a copy of which is attached hereto and incorporated herein by reference, such real property 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 public roadway improvements and associated public utility improvements, 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 street and roadway purposes and also for purposes of the construction, reconstruction, extension, maintenance and improvement of storm sewer, sanitary sewer, potable water, and other public utility improvements therein. Contemporaneously with the execution of this Agreement, Owner shall execute and deliver to the Village a plat of dedication of the Easement Area, to be prepared by the Village, conforming to the provisions of this Agreement, substantially in the form attached hereto and incorporated herein as Exhibit B. The Easement Area granted, dedicated and conveyed to the Village hereunder shall be a perpetual and permanent right of way upon, over, under and across such property to construct, install, extend, pave, widen, operate, use, repair, remove, maintain, replace

and otherwise improve the Easement Area with public street and roadway improvements (including but not limited to street or roadway lighting) as may be located therein from time to time and also to construct, operate, maintain, repair, replace, remove and otherwise improve storm sewer, sanitary sewer, potable water and other public utilities therein and to conduct therein all such construction, excavation and other work related to the aforesaid purposes. Village acknowledges that the street improvements presently and in the future to be located in the Easement Area (a) will constitute a part of the public street and roadway system of the Village and (b) will, from the construction and completion of the same, be maintained, repaired, improved and replaced at the sole cost and expense of the Village as a part of the public street and roadway system of the Village, as deemed necessary from time to time by the Village. Owner acknowledges that from and after the date first above name, it shall not construct or place any buildings, structures, permanent improvements or obstructions of any kind within the Easement Area.

3. 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. Village shall specifically be obligated to relocate and restore any and all existing Owner fencing within the Easement Area as directed by Owner to areas of Owner's Property outside of the Easement Area. Village shall also restore all other surface area of Owner's Property to the condition in which it existed prior to the Village's construction activities (i.e., topsoil shall be replaced, and construction debris and rock shall be removed).
4. 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.
5. Compensation to Owner for Grant of Easement Area. Contemporaneously with its receipt of a copy of this Agreement executed by Owner and a copy of the executed plat of easement for the Easement Area, the Village shall pay to Owner the sum of Five Thousand and No/100 Dollars (\$5,000.00) as full and complete compensation for Owner's grant, conveyance and dedication to the Village of an easement over, upon, through, under and across the Easement Area.
6. Miscellaneous Village Obligations.
 - A. Provision of Turnaround. Owner and Village acknowledge that the existing internal private access drive within the northern end of Owner's Property would cross or intersect with the proposed extension of Pinnacle Drive as contemplated by the easement herein granted, and that the parties do not desire such a crossing or intersection to exist upon the completion of the improvement and extension of Pinnacle Drive as contemplated by the easement herein granted. Accordingly, upon reasonable notice to Owner and in connection with the Village's construction of the improvements to and extension of Pinnacle Drive as herein contemplated, Village shall at its sole cost and expense construct a turnaround or cul de sac on Owner's Property, subject to and in accordance with Owner's directions to Village concerning the same. By way of information and without limiting the preceding sentence, Village's preliminary design for the turnaround/cul de sac is including in the engineering plan excerpt hereinafter referred to as the Engineering Plan, attached hereto and incorporated herein as Exhibit C.

B. Future Access Point on Pinnacle Drive. Village agrees that on request of Owner, it shall grant Owner a curb cut on Pinnacle Drive as the same shall be improved and extended, and that it shall construct a driveway for Owner to the parking area or internal private access road within Owner's Property at the sole cost and expense of the Village. The location of the curb cut shall be subject to the mutual agreement of the parties, and the driveway shall otherwise be constructed by Village in accordance with Owner's directions to Village concerning the same.

C. Catch Basin Installation. Village shall, in connection with the construction of the future improvements to and extension of Pinnacle Drive, construct and install catch basins connected to the storm sewer improvements included within the Pinnacle Drive improvements and extension, consistent with the preliminary design shown in the Engineering Plan.

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"

LaFarge North America, Inc., a Maryland Corporation

BY: _____

ATTEST: _____

"VILLAGE"

Village of Romeoville, an Illinois Municipal Corporation

BY: _____
John D. Noak, Village President

ATTEST: _____
Dr. Bernice Holloway, 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 LaFarge North America, Inc., a Maryland 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 Board of Directors of the said corporation as their free and voluntary act and as the free and voluntary act of the said corporation for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2019.

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 Dr. Bernice Holloway, personally known to me to be the 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 Clerk of the said Village 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 _____, 2019.

Notary Public

Exhibit A—Legal Description of Easement Area

That part of the Southeast Quarter of Section 17, Township 36 North, Range 10 East of the Third Principal Meridian, in Will County, Illinois described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Section 17; thence North 01 degrees 29 minutes 16 seconds West 2638.88 feet to the northwest corner of the Southeast Quarter of said Section 17 and the Point of Beginning; thence North 87 degrees 58 minutes 24 seconds East, along the north line of the Southeast Quarter of said Section 17, a distance of 40.00 feet, to the east line of the west 40.00 feet of the Southeast Quarter of said Section 17; thence South 01 degrees 29 minutes 16 seconds East, along the east line of the west 40.00 feet of the Southeast Quarter of said Section 17, a distance of 120.00 feet; thence North 19 degrees 58 minutes 36 seconds West 126.13 feet to the Point of Beginning.

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

Parcel 1

THE EAST HALF OF THE SOUTHWEST QUARTER , EXCEPT THE WEST 60 FEET THEREOF, AND EXCEPT THE EAST 185 FEET OF THE WEST 685 FEET OF THE SOUTH 365 FEET, OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH FIFTY FEET THEREOF TAKEN FOR ROAD PURPOSES PER DOCUMENT NO. 538058, AND EXCEPT THAT PART TAKEN FOR ROAD WIDENING PER DOCUMENT NO. R2011-045818, ALL IN WILL COUNTY, ILLINOIS.

Parcel 2

THE WEST 40 FEET OF THE WEST 20 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 50 FEET THEREOF, ALL IN WILL COUNTY, ILLINOIS.

Exhibit B—Plat of Easement Area

Exhibit C—Engineering Plan