

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 Lewis University, an Illinois not for profit corporation ("Owner").

WHEREAS, Village has been and is in the process of constructing improvements to Village potable water and sanitary sewer lines and multi-use trails 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 potable water and sanitary sewer lines, Village and other public utilities and Village multi-use trails 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 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 potable water and sanitary sewer lines, Village and other public utilities and Village multi-use trails, 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, and for the construction, reconstruction, extension, maintenance and improvement of multi-use trails. 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 with Village multi-use trails 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.

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.
4. Ownership of Improvements; Use by Other Public Utility Companies. 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. 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 Easement Area, subject to and in accordance with the provisions of this Agreement, which provisions shall apply to the use of the 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 Easement Area hereunder.
5. 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.
6. 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.
7. 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"

Lewis University, an Illinois not for profit corporation

BY: 

David J. Livingston, Ph.D.

ATTEST: 

H. Teresa Krejci, CPA

"VILLAGE"

Village of Romeoville, an Illinois Municipal Corporation

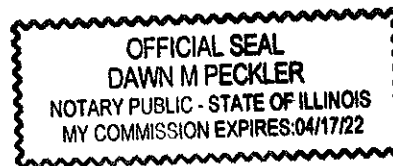
BY: _____

John D. Noak, Village President

ATTEST: _____

Dr. Bernice Holloway, Village Clerk

STATE OF Illinois)
) SS
COUNTY OF Will)



I, Dawn M. Peckler, a notary public in and for said County and State, certify that David J. Livingston and H. Teresa Krejci personally known to me to be the President and the Vice President for Finance/CFO of Lewis University, an Illinois not for profit 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 3rd day of October, 2019.

Dawn M. Peckler
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

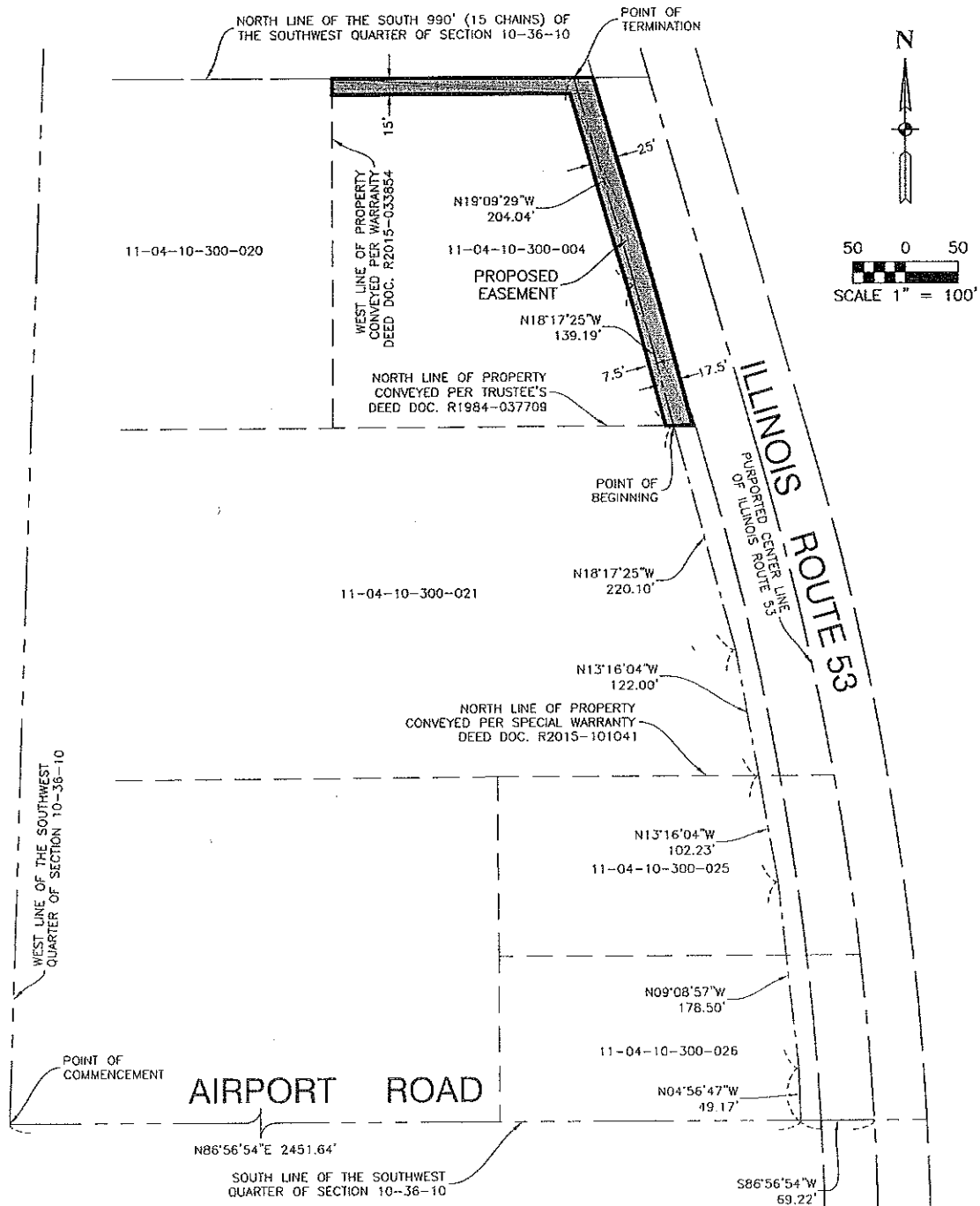
Exhibit A—Legal Description and Depiction of Easement Area

EXHIBIT

of

PROPOSED EASEMENT:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A 25.00 FOOT WIDE STRIP OF LAND LYING 7.50 FEET WESTERLY OF AND 17.50 FEET EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 10; THENCE NORTH 86 DEGREES 56 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 10 A DISTANCE OF 2451.64 FEET MORE OR LESS, TO A POINT 69.22 FEET WEST OF THE PURPORTED CENTER LINE OF ILLINOIS ROUTE 53; THENCE NORTH 04 DEGREES 56 MINUTES 47 SECONDS WEST 49.17 FEET; THENCE NORTH 09 DEGREES 08 MINUTES 57 SECONDS WEST 178.50 FEET; THENCE NORTH 13 DEGREES 16 MINUTES 04 SECONDS WEST 102.23 FEET MORE OR LESS, TO THE NORTH LINE OF PROPERTY CONVEYED PER SPECIAL WARRANTY DEED DOCUMENT R2015-101041; THENCE CONTINUING NORTH 13 DEGREES 16 MINUTES 04 SECONDS WEST 122.00 FEET; THENCE NORTH 18 DEGREES 17 MINUTES 25 SECONDS WEST 220.10 FEET MORE OR LESS, TO THE NORTH LINE OF PROPERTY CONVEYED PER TRUSTEE'S DEED DOCUMENT R1984-037709 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 18 DEGREES 17 MINUTES 25 SECONDS WEST 139.19 FEET; THENCE NORTH 19 DEGREES 09 MINUTES 29 SECONDS WEST 204.04 FEET, TO THE NORTH LINE OF THE SOUTH 990.00 FEET OF SAID SOUTHWEST QUARTER OF SECTION 10 AND THE POINT OF TERMINATION, THE EASTERLY AND WESTERLY LINES OF SAID STRIP TO BE EXTENDED TO OR TRUNCATED BY SAID NORTH LINE OF THE SOUTH 990 FEET OF SAID SOUTHWEST QUARTER OF SECTION 10 AS WELL AS BY SAID NORTH LINE OF PROPERTY CONVEYED PER TRUSTEE'S DEED DOCUMENT R1984-037709, TOGETHER WITH THAT PART OF THE NORTH 15.00 FEET OF SAID SOUTH 990.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 10 LYING WESTERLY OF THE AFORESAID 25.00 FOOT WIDE STRIP OF LAND AND LYING EAST OF THE WEST LINE OF PROPERTY CONVEYED PER WARRANTY DEED DOCUMENT R2015-033854, ALL IN WILL COUNTY, ILLINOIS.



Note:

- 1) THE BEARING SYSTEM USED HEREON IS BASED ON A VALUE OF S86°56'54"W BEING ASSIGNED TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10-36-10.

15-0478-EXHIBITS FOR SEWER.dwg

ROBINSON ENGINEERING, LTD.

CONSULTING REGISTERED PROFESSIONAL ENGINEERS
AND PROFESSIONAL LAND SURVEYORS

17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
(708) 331-6700 FAX (708) 331-3826

ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128

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

THAT PRT OF THE SW1/4 OF SEC. 10, T36N-R10E, DAF: BEG AT THE INTR SCTN OF OF THE S LN OF SD SEC. 10 AND THE CNTRLN OF STATE BOND ISSUE RTE 4; THC N 16 DEG 15'00" W, ALG THE SD CNTRLN OF SD HWY 15.5 CHAINS TO THE POB; THC W 298 FT; THC S 330 FT; THC W 298 FT; THC E 402 FT TO THE CNTRLN OF SD STATE RTE 4; THC NW'LY ALG THE CNTRLN OF SD STATE BOND ISSUE RTE 4 TO THE POB.