DEPARTMENT OF THE ARMY EASEMENT FOR PIPELINE RIGHT-OF-WAY LOCATED ON JOLIET OUTDOOR TRAINING AREA WATER, SEWER, GAS JOLIET, WILL COUNTY, ILLINOIS

THE SECRETARY OF THE ARMY, hereinafter referred to as grantor, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2669, having found that the Tygranting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to: the JOLIET ARSENAL DEVELOPMENT AUTHORITY, as designee of the STATE OF ILLINOIS, hereinafter referred to as the grantee, an easement for gas, water and sewer pipelines, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified and fully described in Exhibits "A", "B" and "C", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

The easement nereby granted shall include the following additional rights, benefits and privileges:

- The transmission of water, natural gas, storm water, 1. waste water, and other public, quasi-public or private utility services related or incidental thereto.
- The construction, reconstruction, repair, maintenance, replacement, use and operation of any now existing or hereafter emplaced conduits, culverus, swales, drainage facilities, detention and retention facilities, sanitary and storm water sewers, pumps, meters, valves, catch basins, pipelines, water mains, and any other improvements, fixtures and systems which are incidental to the foregoing (all of the foregoing being a part of the "facilities" hereunder).

THIS EASEMENT is granted subject to the following conditions.

HARY ANN STUKEL

159

Hill County Recorder Will County

Page 1 of 15

LRK Date 08/11/2838 Time 11:24:59

Recording Face:

49 60

KREESLEWISHAD I

EASEMENT NO. DACA27-2-99-032

1. TERM

This easement is hereby granted in perpetuity.

2. CONSIDERATION

The consideration for this easement shall be \$10.00 in hand paid by grantee to grantor, the receipt and sufficiency of which are hereby acknowledged by grantor. .

3. NOTICES

All notices to be given pursuant to this casement shall be addressed, if to the grantee, to Joliet Arsenal Development Authority, Attn: Richard A. Kwasneski, Executive Director, 500 South Water Street, Wilmington, Illinois 60481, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Post Office Box 59, Louisville, Kentucky 40201-0059, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary," "District Engineer," "Installation Commander," or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, successors, transferees and their duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Installation Commander, hereinafter referred to as said officer, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Within a reasonable period after the completion of any or the above

KBRES: 0\086409 1

activities, the grantee shall restore the premises to the reasonable satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time; provided that, except in cases of national emergency or other military requirements, such rules and regulations prescribed by such officer shall not prohibit or unreasonably impede the use of the premises as a public or quasipublic utility right-of-way.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property of the United States Located on the premises against fire or damage from any and all other causes within the reasonable control of grantee. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition reasonably satisfactory to said officer, or at the election of said officer,

ERRESCENSESANO 2

reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition reasonably satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government work, to make inspections, to remove timber or other material, except property of the grantee, and/or to make any other use of the lands as may be necessary in connection with government purposes.

11. TRANSFERS AND ASSIGNMENTS

The initial grantee hereunder may transfer, convey or assign all or any part of the easements, rights, privileges and benefits granted hereunder to: (i) the State of Illinois, any department, agency or political subdivision thereof, or any unit of local government (each of the foregoing being a & Governmental Party&), or (ii) with the prior written consent of the Secretary (which consent shall not be unreasonably withheld or denied), to a party which is not a Covernmental Party. If a transferee, recipient or assignee assumes the obligations incumbent upon grantee hereunder which pertain to the specific easements, rights, privileges or benefits so assigned, then the party so transferring, conveying or assigning shall be relieved of any further obligations as pertain to the matters so assigned or transferred, and the transferee or assignee shall be deemed the grantee hereunder for such purposes. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims

K2825 LIN/188409 1

not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the reasonable opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RELOCATION OF FACILITIES

In the event of national emergency or other military requirements, if all or any portion of the premises occupied by the said facilities shall be needed by the United States or the existence of said facilities is determined to be detrimental to governmental military activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location as may be designated by said officer. In the event said facilities shall not be removed or relocated within namety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

16. TERMINATION

All or any part of this easement may be revoked by the Secretary for failure of the grantee to comply with the terms of this easement grant, or for non-use for a period of two (2) years, or for abandonment; provided that, prior to effecting any such revocation:

KRESLIN/180409:

And the second of the second o

- A. The Secretary shall first give the grantee written notice of the basis for such intended revocation as set forth above, and the particular terms of this easement concerning which the grantee is not in compliance; and,
- B. The grantee shall have the right during the "Cure Period" (hereinafter defined) to cure any violations of or deficiencies under this easement, or cure any failure to comply with the terms of this easement, or to cease the non-use or abandonment of this easement, and otherwise to come into compliance with the conditions of this easement grant.

The "Cure Period" shall be such period of time as is reasonably necessary to commence and complete all curative actions under paragraph B. of this Section 16, provided further that the "Cure Period" shall not be less than 30 days after receipt by grantee of the written notice from the Secretary pursuant to paragraph A. of this Section 16. If such curative actions are commenced and completed within the Cure Period, then the Secretary shall not revoke all or any part of this easement.

17. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner reasonably satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as reasonably directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its dir, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local

Katalisalisahada y

governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. The grantee shall comply with such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

- premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.
- c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

19. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed, which clearance shall not be unreasonably withheld, delayed, conditioned or denied. Said officer may permit the removal or disturbance of any historical, architectural or other cultural artifacts, relics, remains or objects of antiquity, to the extent permitted by law.

20. NON-DISCRIMINATION

- a. The grantee shall not discriminate against any person or persons because of race, color, religion, sex, age, handicap, or national origin.
- b.. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore hereby gives assurance

KERESUMMENTS I

7

EASEMENT NO. DACA27-2-99-032

that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11, and 1020.1 and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

21. RESTORATION

Upon the revocation of this easement pursuant to Section 16 hereof, the grantee shall, without expense to the United States, and within such time as said officer may reasonably indicate, remove said facilities and restore the premises to the reasonable satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

22. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

RDF25-14/1864262

23. SITE SPECIFIC CONDITIONS

For safety precautions, for entry to the premises, herein referenced as the facilities, the grantee will provide notification to the Installation Commander and/or the Range Control Office at Joliet Outdoor Training Area, prior to any access to the water pipeline and related facilities. Army Ruserve training will have priority in use of the premises, except for emergency repairs to the facilities by the grantee. Repair and maintenance of the pipelines will be at no cost to the Army Reserve.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

PIN 1023 100 002 +1015 400 002 address Vacare property Ellowed Ille Drummond & Ho

KRIESLOW HORRS I

EASEMENT NO. DACA27-2-99-032

IN WITNESS WHEREOF, the GRANTOR has caused this Easement to be executed in its name by the Deputy Assistant Secretary of the Army (1&H), and the Seal of the Department of the Army to be hereunto affixed, this day of hugast, 2000.

UNITED STATES OF AMERICA

Paul W. Johnson

Deputy Assistant Secretary of the Army (I&H)

Signed sealed and delivered In the presence o COMMONWEALTH OF VIRGINIA))SS COUNTY OF ARLINGTON I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30 day of 160 certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Paul W. Johnson, Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this Way of _ , and acknowledged the same for and on behalf of the UNITED STATES OF AMERIC Notary Public My commission expires XB 21.5 (2N/325409 2 10

APPROVAL AND ACCEPTANCE

On this 2d day of Arcust, 2000, Joliet Arsenal Development Authority, Designee of the State of Illinois, and acting as the Agent of the State of Illinois for the purpose of execution of this easement, to this real estate, does hereby accept and approve this easement and does hereby agree to all of the terms and conditions set forth therein.

IN TESTIMONY WHEREOF, witness the signature of the Grantee, acting by and through Richard A. Kwasneski, Executive Director, this 2d day of August 2000.

JOLIET ARSENAL DEVELOPMENT AUTHORITY

Richard A. Kwasneski

Executive Director

STATE OF ILLINOIS)

)ss

COUNTY OF WILL

The foregoing easement was acknowledged before me this 2nd day of 2000, by Richard A. Kwasneski, as Executive Director of Joliet Arsenal Development Authority

Notary Public, State of Illinois

My commission expires

SUZANNU JCAB ISTON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MOV. 21,2003

KARESLINGBOOK :

Prepared by:

Mr Charles E Woods
Attorney Advisor
Real Estate Division
Louisville District
U.S. Army Corps of Engineers
600 Martin Luther King Jc. Place
Louisville, Kentucky 40201-0059

After Recording Mail To:

Kevin P. Breslin Katz Randall Weinberg & Richmond 333 W. Wocker Drive, Salte 1800 Chicago, Illinois, 69646





