EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO OLD KENT BANK, AS SUCCESSOR TO THE MERCHANTS NATIONAL BANK OF AURORA, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED DECEMBER 15, 1981, AND KNOWN AS TRUST 3291, an Illinois trust ("Grantor"), for Ten and No/100 Dollars (\$10.00) to it paid by CITY OF AURORA, a political subdivision of the State of Illinois, whose address for purposes of this instrument is 44 E. Downer Place, Aurora, Illinois 60507-2847 ("Grantee"), and the promises of the Grantee hereinafter specified, does hereby grant, bargain, sell and convey unto the Grantee, subject to the terms and conditions hereinafter set forth, a perpetual NON-EXCLUSIVE EASEMENT for repair, replacement, inspection, maintenance, use and operation of existing permanent water main improvements and related appurtenances, hereinafter collectively called "Water Main Improvements", in and to the following described premises, situated in the Township of Aurora, Kane County, State of Illinois, as described in Exhibit "A" attached hereto and made a part hereof (the "Premises"):

The foregoing easement is made subject to and upon the following express conditions:

- 1. Grantor on behalf of itself, its successors and assigns, covenants and agrees not to construct any additional structures or grant any additional uses within the Premises that will interfere with the uses of the Premises by Grantee for repair, replacement, inspection, maintenance, use and operation of the Water Main Improvements.
- 2. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee.
- 3. Should Grantee, its successors and assigns, abandon use of the Premises for repair, replacement, inspection, maintenance, use and operation of the Water Main Improvements, and remove the Water Main Improvements therefrom, the same shall revert to Grantor, its successors and assigns.
- 4. Grantee is acquiring the easement solely in reliance on Grantee's own investigation, inspection and testing of the Premises and except for the express representations and warranties set forth herein, no representations, claims or warranties of any kind whatsoever, express or implied, concerning the Premises or its fitness, condition or suitability for any use or purpose, including without limitation the environmental condition of the Premises, have been made by Grantor or any party acting on behalf of Grantor. Except as specifically provided in this easement, Grantee is acquiring this easement in and to the Premises "as is" and "where is" with any and all damage, faults and defects.
- 5. Grantee shall indemnify, defend, and hold harmless Grantor and its officers, directors, members, managers, employees and agents (collectively, the "**Grantor Parties**") from and against all actions, causes of action, liabilities, claims, suits, penalties, fines, judgments, liens, awards and damages of any kind whatsoever (hereinafter "**Claims**") for injury to or death of any person or damage to or loss of any property or clean up of any discharge or release by Grantee or

its agents, and expenses, costs of litigation and reasonable attorneys' fees related thereto, but only to the extent such Claims are proximately caused by Grantee or its agents in their respective use and occupancy of the Premises. Notwithstanding the foregoing or anything contained in this Easement to the contrary, Grantee's indemnification obligations shall not extend to Claims caused by or otherwise arising out of the negligence or willful misconduct of Grantor or any Grantor Party.

This easement is executed by Grantor and accepted by Grantee subject to validly existing and enforceable rights, interests, and estates, if any do in fact exist, but only to the extent that the same do in fact exist, of third parties in connection with those items set out and listed on **Exhibit "B"** hereto (herein called the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee, subject to the Permitted Encumbrances, for its use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the authorized officers, and the corporate sea			
GRANTOR:			
CHICAGO TITLE LAND TRUST CO AS SUCCESSOR TO THE MERO TRUSTEE UNDER THE PROVI DECEMBER 15, 1981, AND KNOWN	CHANTS NATIO ISIONS OF A	NAL BANK OI TRUST AGREE	F AURORA, AS
Ву:			
Name:			
Title:			
THE STATE OF			
COUNTY OF \$			
This instrument was acknowledged bef	fore me on the	day of ago Title Land T	, 20, by
successor to Old Kent Bank, as successor under the provisions of a Trust Agreeme Illinois trust, on behalf of said trust.	or to The Merchant	s National Bank of	Aurora, as Trustee
	Notony Del-1:	Ctoto of	
	Notary Public,	State of	_

GRANTEE:	
CITY OF AURORA, an Illinois m	nunicipal corporation
By: Name: Title:	
THE STATE OF	§ 8
COUNTY OF	§
	d before me on the day of, 20, by of Chicago Title Land Trust Company, as
successor to Old Kent Bank, as successor	cessor to The Merchants National Bank of Aurora, as Trusted eement dated December 15, 1981 and known as Trust 3291, and
	Notary Public, State of

EXHIBIT "A"

Premises

[to be attached prior to execution]

EXHIBIT "B"

Permitted Encumbrances

Easement from Grantor to	BNSF Railway Company ("BNSF") dated	, 2015, and	d
recorded as Doc. No	in the Official Public Records of Kane County,	Illinois.	