

**Owner:**  
**Address:**

**Route:**  
**County:**  
**Job No.:**  
**Parcel No.:**  
**P.I.N.:**  
**Station:**  
**Station:**

**Return to:**  
**Village of Oak Park**  
**123 Madison Street**  
**Oak Park, Illinois 60302**  
**Attn.: Village Attorney**

(for recorder's use only)

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
**(Limited Liability Company)**

**THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (hereinafter referred to as "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the \_\_\_\_\_, a limited liability company organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and duly authorized to business under the statutes of the State of Illinois (hereinafter referred to as "Grantor"), and the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Grantee").

**RECITALS**

**WHEREAS**, Grantor owns certain property legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "Premises"); and

**WHEREAS**, Grantee intends to construct public sidewalk improvements at the Premises; and

**WHEREAS**, Grantee has determined that it is in the public interest to acquire temporary construction easement rights across the Premises in order to construct the public sidewalk improvements (hereinafter referred to as the "Work"); and

**WHEREAS**, in exchange for the temporary easement granted herein, Grantee shall construct the public sidewalk on the Premises at no cost to Grantor for Grantor's use and benefit as well as that of the public.

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein, the parties agree that:

1. **RECITALS INCORPORATED.** The foregoing recitals are incorporated herein by reference as though fully set forth.

2. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** Grantor grants to Grantee and Grantee's designees a nonexclusive temporary construction easement over, upon, along, under, through, and across the Premises to conduct certain construction activities necessary for the Work, which temporary easement is legally described in Exhibit A. The temporary easement granted herein shall expire thirty-six months from the effective date defined below.

3. **EASEMENT USE.** Grantor further grants to the Grantee and Grantee's designees the temporary right, privilege and authority to enter upon the Premises, either by vehicle or on foot to survey, construct, reconstruct, test, repair, inspect, maintain, renew, operate, and patrol the Work on the Premises.

4. **CONDITIONS OF GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The temporary easement granted herein is subject to the following conditions:

a) No permanent structures or buildings shall be constructed or placed on the Premises by Grantor during the term of this Agreement;

b) No landscaping, gardens, shrubs, driveways, sidewalks, parking lots, ingress and egress roadways on the Premises shall be constructed by Grantor that conflicts with the aforesaid uses or rights of Grantee;

c) Grantee shall also have the right to trim or remove trees, shrubs, or other plants on the Premises that interfere with the performance of the Work stated herein;

d) The Work within the Premises shall be performed in accordance with applicable law and shall be done in a lien-free and workmanlike manner; and

e) Grantor reserves the right of access across the Premises.

5. **RESTORATION.** Grantee or its designees, shall, upon completion of the Work authorized by this temporary construction easement grant, restore the surface of the Premises to the same or better condition than that which existed prior to the beginning of the Work.

6. **ENTIRE AGREEMENT; EFFECTIVE DATE.** This Agreement contains the entire agreement between the parties relating to the rights granted herein and the obligations. Any oral representations or modifications concerning this Agreement shall be of no force and effect, and modifications to this Agreement must be in writing and signed by all parties to this Agreement. This Agreement shall take effect on the last date of its execution by one of the parties.

7. **HOLD HARMLESS.** Grantee shall indemnify, defend and hold Grantor harmless against any claims, costs or damages, including reasonable attorney fees, resulting from the work and/or temporary easement grant made pursuant to this Agreement.

8. **COVENANT RUNNING WITH THE LAND.** This temporary easement and the promises contained in this Agreement shall be a covenant running with the land and shall be

binding upon the Grantor and the Grantee, and any of their lessees, successors in interest, heirs, devisees and assigns from and after the date of execution by the parties hereto.

9. **GOVERNING LAW.** The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

**GRANTOR**

\_\_\_\_\_  
By:  
Its:

State of Illinois                    )  
  )  
County of \_\_\_\_\_            )

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
\_\_\_\_\_ of the \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**- NOTARY SEAL -**

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

**GRANTEE**

\_\_\_\_\_  
By:  
Its:

State of Illinois                    )  
  )  
County of Cook                    )

The foregoing instrument was acknowledged before me by Cara Pavlicek, Village Manger of the Village of Oak Park this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**- NOTARY SEAL -**

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

This instrument was prepared by: Village Attorney, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302 (708-358-5660)

**EXHIBIT A**

**LEGAL DESCRIPTION**