

PROPERTY ADDRESS:

**925 Chicago Avenue
Oak Park, IL 60302**

P.I.N. 16-07-103-010-0000

Return to:

**Village Attorney
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302**

(for recorder's use only)

**ELECTRICAL UTILITY EASEMENT AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND FRANK LLOYD WRIGHT TRUST**

THIS ELECTRICAL UTILITY EASEMENT AGREEMENT is entered into this _____ day of April, 2024, by and between the Frank Lloyd Wright Trust, an Illinois not-for-profit corporation, with offices at 209 S. LaSalle Street, Suite 118, Chicago, Illinois 60604 (hereinafter referred to as "GRANTOR"), and the Village of Oak Park, an Illinois home rule municipal corporation with offices at 123 Madison Street, Oak Park, Illinois 60304 (hereinafter referred to as "GRANTEE"). RECITALS

WHEREAS, GRANTOR is the owner of certain real property legally described in Exhibit A and depicted on Exhibit B, both attached hereto and incorporated herein by reference (hereinafter referred to as the "EASEMENT PREMISES"); and

WHEREAS, GRANTEE is charged with the acquisition, construction, and maintenance of street lighting and electrical facilities, as well as obtaining easements across properties for constructing, operating and maintaining such systems and appurtenances thereto; and

to as the "CO-GRANTEES") for purposes of installing, maintaining, operating, repairing and replacing their respective utility facilities. GRANTEE, in its use of the EASEMENT granted hereunder, covenants and agrees to cooperate with the CO-GRANTEES in connection with its use of and activities within the EASEMENT AREA, and to use best efforts not to disturb, hinder or interfere with the use of the EASEMENT AREA by GRANTOR or the CO-GRANTEES.

3. EASEMENT USE. GRANTOR further grants to GRANTEE or any of its officers, agents, representatives, employees, licensees, successors, or assigns the perpetual right, privilege and authority to enter upon the EASEMENT PREMISES, either by vehicle or on foot to survey, construct, reconstruct, test, repair, inspect, maintain, renew, operate and remove its electrical facilities and equipment, together with the right of pedestrian access across the EASEMENT PREMISES for necessary workers and equipment to do any of the required work.

4. EASEMENT CONDITIONS. This grant of easement shall be subject to the following conditions:

a) No permanent buildings shall be constructed or placed on the surface of said EASEMENT PREMISES without GRANTOR's express permission, which shall not be unreasonably withheld.

b) GRANTOR shall have the right to install landscaping, gardens, shrubs, driveways, sidewalks, parking lots, ingress and egress roadways on the EASEMENT PREMISES that do not then or later materially interfere with the aforesaid uses or rights.

c) GRANTEE shall also have the right from time-to-time to clear all obstructions from the surface and subsurface of the EASEMENT PREMISES as may be required incident to the grant herein given on the EASEMENT PREMISES that interfere with the construction, installation, reconstruction, repair, removal, replacement, maintenance, operation or use of its foundation sheet pilings, but GRANTEE shall have the duty to restore the surface(s) as set forth in paragraph five (5) below.

d) GRANTEE shall have the right to cut, trim, or remove any shrubs or other plants which are located within the areas designated EASEMENT PREMISES and which

interfere with the construction, installation, reconstruction, repair, removal, replacement, maintenance, or operation of its foundation sheet pilings.

e) All construction by any entity within the EASEMENT PREMISES shall be performed in accordance with the various requirements of municipal, county, state, and federal laws, ordinances, or regulations and GRANTEE shall perform all work on the EASEMENT PREMISES in a good and workmanlike manner and free from any liens and encumbrances.

f) GRANTOR reserves the right of access across the EASEMENT PREMISES.

g) GRANTOR shall not grant any future easement or access to another entity or person in, across or over the EASEMENT PREMISES without GRANTEE'S approval, which shall not be unreasonably withheld or delayed.

h) GRANTEE shall use best efforts to protect any landscaping, structures, facilities, equipment or other improvements belonging to GRANTOR or the CO-GRANTEES within or near the EASEMENT AREA in connection with GRANTEE'S exercise of its rights hereunder.

5. RESTORATION. GRANTEE, its assigns, successor or designees, shall, upon completion of any work authorized by this easement grant, restore the surface(s) of the EASEMENT PREMISES to the same or better condition than that which existed prior to the beginning of any work, including, but not limited to the replacement of any turf areas, driveways, sidewalks, parking lot pavement and ingress and egress roadway pavement.

6. CONSTRUCTION FENCING. Prior to beginning any substantial construction, maintenance or repair of the electrical utilities authorized by this Agreement, GRANTEE shall erect a temporary construction fence around the EASEMENT PREMISES and any applicable temporary construction easement area(s) to ensure that all construction, maintenance or repair activities are confined within the EASEMENT PREMISES and any temporary construction easement area(s) until such time as said construction or maintenance activities are completed.

7. CONSTRUCTION LIMITED TO EASEMENT PREMISES. During the construction, maintenance or repair of the electrical facilities authorized by this Agreement, all work activity shall be confined within the EASEMENT PREMISES and any applicable temporary construction easement area(s), including but not limited to, the movement and storage of equipment and materials. All debris resulting from the construction, maintenance or repair activities shall be legally disposed of off of GRANTOR'S property. No construction personnel shall be permitted on GRANTOR'S property outside the EASEMENT PREMISES or any applicable temporary construction easement area(s) while engaged in construction, maintenance or repair activities. Any construction work, maintenance, repairs or other activities undertaken pursuant to this Agreement by Grantee shall not unreasonably interfere with GRANTOR'S use of the EASEMENT PREMISES or Grantor's other property.

8. NOTICE OF CONSTRUCTION WORK, MAINTENANCE OR REPAIRS. GRANTEE shall notify GRANTOR in writing at least ten (10) days in advance of any construction work, maintenance or repairs to be undertaken upon the EASEMENT AREA, except in the event that emergency repairs are required within the EASEMENT AREA in which event GRANTEE shall provide notice reasonable under the circumstances, if any. Any notice required to be given pursuant to this paragraph, or by this Agreement, shall be by personal delivery, a nationally recognized overnight delivery service, or electronic transmission as follows:

To GRANTOR: Village Engineer
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302
Email: bmckenna@oak-park.us

To GRANTEE: Celeste Adams
Frank Lloyd Wright Trust
209 S. LaSalle Street, Suite 118,
Chicago, Illinois 60604
312.994.4000
Email: cadams@flwright.org

All notices shall be deemed given upon the time of delivery if by personal delivery or nationally recognized overnight delivery service or upon confirmed electronic transmission. Either party by notice to the other may change or add persons and places where notices are to be sent or delivered pursuant to the provisions of this paragraph.

9. UTILITY LOCATES. GRANTEE shall provide utility locates of any of its maintained and owned utility infrastructure located within the EASEMENT AREA, or in proximity to the EASEMENT AREA, in accordance with applicable sections of the Illinois law. GRANTEE will not provide GRANTOR with notice of intent to perform utility locates in the EASEMENT AREA.

10. HOLD HARMLESS. GRANTEE shall indemnify, defend and hold GRANTOR harmless from any and all claims, causes of action, damages, lawsuits, reasonable attorney fees, and/or administrative proceedings (collectively, "Claims") now or hereafter existing and resulting from GRANTEE'S use of the EASEMENT PREMISES or any activities taken by GRANTEE pursuant to this Agreement; provided, however, that the foregoing obligation of GRANTEE to indemnify and hold GRANTOR harmless shall not extend to Claims arising from (i) the negligence or willful misconduct of GRANTOR or its agents, employees or contractors or (ii) to pre-existing conditions in the EASEMENT PREMISES. Further, GRANTEE shall not permit any liens to be placed on the EASEMENT PREMISES or any other property of GRANTOR resulting from the installation, repair,

replacement, modification or maintenance of the foundation sheet pilings on the EASEMENT PREMISES, and will immediately cause such liens to be extinguished.

11. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all parties to this Agreement.

12. COVENANT RUNNING WITH THE LAND. The easement and the promises contained in this Agreement shall be a covenant running with the land and shall be binding upon GRANTEE, GRANTOR and any of their lessees, successors in interest, heirs, tenants, devisees and assigns from and after the date of execution by the parties hereto.

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

14. TERMINATION. The easement granted by this Agreement and the promises and obligations contained herein shall terminate and expire if for any reason GRANTEE serves notice upon GRANTOR pursuant to paragraph eight (8) above that it no longer intends to use the EASEMENT PREMISES for the purposes herein set forth.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR – FRANK LLOYD WRIGHT TRUST

By: Celeste Adams
Its: President and CEO

State of _____)
)
County of _____)

On this, the _____ day of _____, 2024, before me, a Notary Public, the above signed officer, Celeste Adams, personally appeared before me and acknowledged herself/himself to be the President and CEO of the Frank Lloyd Wright Trust, an Illinois not-for-profit corporation, and that being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

- NOTARY SEAL -

Notary Public

GRANTEE – VILLAGE OF OAK PARK

By: Kevin J. Jackson
Its: Village Manager

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by Kevin J. Jackson, Village Manager of the Village of Oak Park, this _____ day of _____, 2024.

- NOTARY SEAL -

Notary Public

This instrument was prepared by: Paul L. Stephanides, Village Attorney, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302

EXHIBIT A

EASEMENT PREMISES

A STRIP OF LAND FIVE (5) FEET WIDE AND 143.42 FEET IN LENGTH LYING WITHIN LOT 4 IN WORSWICK'S SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 7 FEET THEREOF TAKEN FOR WIDENING CHICAGO AVENUE) AND OF LOT 2 IN BLOCK 2 IN KETTLESTRING'S ADDITION TO HARLEM, BEING A SUBDIVISION OF THE NORTHERN PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS:

THE EAST 5.00 FEET OF THE WEST 9.00 FEET OF THE NORTH 143.42 FEET SAID LOT 4.

