

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)

PERMANENT PUBLIC SIDEWALK EASEMENT AGREEMENT
(Limited Liability Company)

THIS PERMANENT PUBLIC SIDEWALK 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 has determined that it is in the public interest to acquire permanent easement rights across the Premises in order to provide a public sidewalk for such uses relating to public ingress and egress thereof, including, but not limited to use by pedestrians, bicyclists, joggers, and other recreational users and for assembly and other uses as the Grantee shall from time-to-time establish; and

WHEREAS, Grantor has agreed to grant to Grantee a permanent easement for public sidewalk purposes as set forth herein (hereinafter referred to as the "Work"); and

WHEREAS, in exchange for the permanent easement granted herein, Grantee shall construct the public sidewalk 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. **EASEMENT GRANT.** Grantor grants to Grantee a permanent easement for the purposes of a public sidewalk for such uses relating to public ingress and egress thereof, including, but not limited to use by pedestrians, bicyclists, joggers, and other recreational users and for assembly and other uses as the Grantee shall from time-to-time establish at the Premises legally described in Exhibit A. Grantee shall be responsible for the maintenance, repair and replacement of the public sidewalk at the Premises and Grantee shall have the right to construct, install, repair, replace, relocate and remove the public sidewalk from time-to-time as Grantee shall determine in its discretion, subject to Grantee's restoration of the public sidewalk pursuant to Section 5 below.

3. **EASEMENT USE.** Grantor further grants to Grantee or any of its designees the perpetual right, privilege and authority to enter upon the Premises, either by vehicle or on foot to survey, construct, reconstruct, test, repair, renew, relocate and remove the public sidewalk, together with the perpetual right of access across Grantor's property for necessary workers and equipment.

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

a) No permanent buildings shall be constructed or placed on said Premises without Grantee's express permission.

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

c) Grantee shall also have the right from time-to-time to clear all obstructions from the surface and subsurface as may be required incident to the grant herein given on the Premises that interfere with the operation or use of its public sidewalk, 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 within the areas designated Premises which interfere with the construction, installation, reconstruction, repair, removal, replacement, maintenance, or operation of its public sidewalk thereon.

e) All construction by any entity within the Premises shall be performed in accordance with the various requirements of municipal, county, state, and federal laws, ordinances, or regulations.

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

g) Grantor shall not grant any future easement or access to another entity or person in, across or over the Premises without Grantee's approval, which shall not be unreasonably withheld or delayed.

5. **RESTORATION.** Grantee or its designees shall, upon completion of any work authorized by this grant, restore the surface(s) of the Premises to the same or better condition than that which existed prior to the beginning of any work, including the replacement of any turf areas, driveways, sidewalks, parking lot pavement and ingress and egress roadway pavement. Grantee shall not be responsible for the replacement or restoration of landscaping (other than turf areas), gardens, shrubs, or trees removed or disturbed during the reasonable exercise of its construction, maintenance and repair activities on the public sidewalk within the Premises.

6. **CONSTRUCTION FENCING.** Prior to beginning any substantial construction or maintenance work authorized by this Agreement, Grantee shall erect a temporary construction fence around the Premises to ensure that all construction or maintenance activities are confined within the Premises 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 sidewalk authorized by this Agreement, all work activity shall be confined within the Premises, 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 from Grantor's property. No construction personnel shall be permitted on Grantor's property outside the Premises while engaged in construction, maintenance or repair activities.

8. **NOTICE OF CONSTRUCTION WORK, MAINTENANCE OR REPAIRS.** Grantee shall notify Grantor in writing at least forty-eight (48) hours in advance of any construction work, maintenance or repairs to be undertaken upon the Premises, except in the event that emergency repairs are required within the Premises. 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 email as follows:

To Grantor: Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

To Grantee: _____

Email: _____

All notices shall be deemed given upon the time of delivery if by personal delivery or nationally recognized overnight delivery service. Notice by email transmission shall be effective as of date and time of email transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after 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. **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 due to the use of the Premises; provided, however, that the foregoing obligation of Grantee to indemnify and hold Grantor harmless shall not extend to Claims arising from the negligence or willful misconduct of Grantor or its lessees, heirs, successors in interest, tenants, assigns, agents, designees, devisees, representatives, employees or contractors.

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 Grantor and any of their lessees, heirs, successors in interest, tenants, assigns, agents, designees, 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

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