P.I.N. 16-07-121-009-0000

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

(for recorder's use only)

UTILITY AND PUBLIC ACCESS PERMANENT EASEMENT

THIS UTILITY AND PUBLIC ACCESS EASEMENT is made this _____ day of _____, 2015, by the Village of Oak Park, an Illinois home rule municipal corporation with offices at 123 Madison Street, Oak Park, Illinois 60302 (hereinafter referred to as "GRANTOR").

RECITALS

WHEREAS, the 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, and located north of 150 Forest Avenue, Oak Park, Illinois 60302 (hereinafter referred to as the "EASEMENT PREMISES"); and

WHEREAS, the GRANTOR has agreed to grant to itself, the public, Commonwealth Edison Company, Nicor Gas Company, Comcast of Illinois IV, Inc., AT&T. and their respective successors and assigns (collectively referred to as "GRANTEES"), a permanent, non-exclusive easement for the purpose of the installation, operation, construction, maintenance, repair and replacement of: (a) sanitary sewer pipes, sanitary force mains, manholes, and sewer connections; (b) storm sewer pipes, manholes, inlets, catch basins, connections and appliances; (c) water mains, valves, water service facilities and connections; (d) telephone and

cable television lines and wires; (e) natural gas supply lines, connections, and appliances; (f) facilities for underground and above ground transmissions and distribution of electricity, sounds and signals; (g) ingress and egress of pedestrian, bicycle and motor vehicle traffic and parking of bicycles and motor vehicles; and (h) such other utilities, appurtenances and facilities as may be necessary or conveniently related thereto, in, on, upon, across, and under the property described hereon (collectively referred to as "Facilities").

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

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

2. EASEMENT GRANT. The GRANTOR grants and reserves a permanent, non-exclusive easement legally described in Exhibit A and depicted on Exhibit B to the GRANTEES for the purposes set forth in the recitals above on, across, under and above the EASEMENT PREMISES.

3. EASEMENT USE. The GRANTOR further grants to the GRANTEES or any of their 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 their Facilities with the perpetual right of access across the GRANTOR'S property 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 the GRANTOR's express permission.

b) The GRANTOR shall have the right to install landscaping, gardens, shrubs, driveways, sidewalks, permanent stairways and foundations for such stairways,

parking lots, ingress and egress roadways on the EASEMENT PREMISES that do not then or later conflict with the aforesaid uses or rights.

c) The GRANTEES shall 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 EASEMENT PREMISES that interfere with the construction, installation, reconstruction, repair, removal, replacement, maintenance, operation or use of their Facliities, but the GRANTEES shall have the duty to restore the surface(s) as set forth in paragraph five (5) below.

d) The GRANTEES shall have the right to cut, trim, or remove any shrubs or other plants within the areas designated EASEMENT PREMISES which interfere with the construction, installation, reconstruction, repair, removal, replacement, maintenance, or operation of their Facilities.

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 the GRANTEES shall perform all work on and in the EASEMENT PREMISES in a good and workmanlike manner and free from any liens and encumbrances.

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

5. RESTORATION. The GRANTEES, their 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 the replacement of any turf areas, driveways, sidewalks, parking lot pavement and ingress and egress roadway pavement.

6. CONSTRUCTION FENCING. Prior to beginning any construction, maintenance or repair of the authorized by this Agreement, the GRANTEES 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 any 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 the 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 or repairs undertaken pursuant to this Agreement by GRANTEES shall not unreasonably interfere with the GRANTOR'S use of the EASEMENT PREMISES.

8. NOTICE OF CONSTRUCTION WORK, MAINTENANCE OR REPAIRS. GRANTEES 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 EASEMENT PREMISES, except in the event that emergency repairs are required within the EASEMENT 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 facsimile as follows:

To GRANTOR: Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Facsimile: (708) 358-5101

All notices shall be deemed given upon the time of delivery if by personal delivery or nationally recognized overnight delivery service or upon confirmed transmission by facsimile. 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. The GRANTEES shall provide utility locates of any of their maintained and owned utility infrastructure located within the EASEMENT PREMISES, or in proximity to the EASEMENT PREMISES, within 48 hours of notice by any of the GRANTEES to

any of the GRANTEES to GRANTOR of the intent to perform any work in the EASEMENT PREMISES pursuant to this Agreement as set forth in paragraph eight (8) above.

10. HOLD HARMLESS. The GRANTEES shall indemnify, defend and hold the 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 any of the GRANTEES' use of the EASEMENT PREMISES; provided, however, that the foregoing obligation of GRANTEES to indemnify and hold the GRANTOR harmless shall not extend to Claims arising from (i) the negligence or willful misconduct of the GRANTOR or its agents, employees or contractors or (ii) to pre-existing conditions in the EASEMENT PREMISES. Further, the GRANTEES shall not permit any liens to be placed on the EASEMENT PREMISES or any other property of THE GRANTOR resulting from the installation, repair, replacement, modification or maintenance of the GRANTEES' utilities, appurtenances and facilities located at 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.

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

GRANTOR – VILLAGE OF OAK PARK

_____
By: Cara Pavlicek
Its: Village Manager

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by Cara Pavlicek, Village Manager of the Village of Oak Park, this _____ day of _____, 2015.

- NOTARY SEAL -

_____
Notary Public

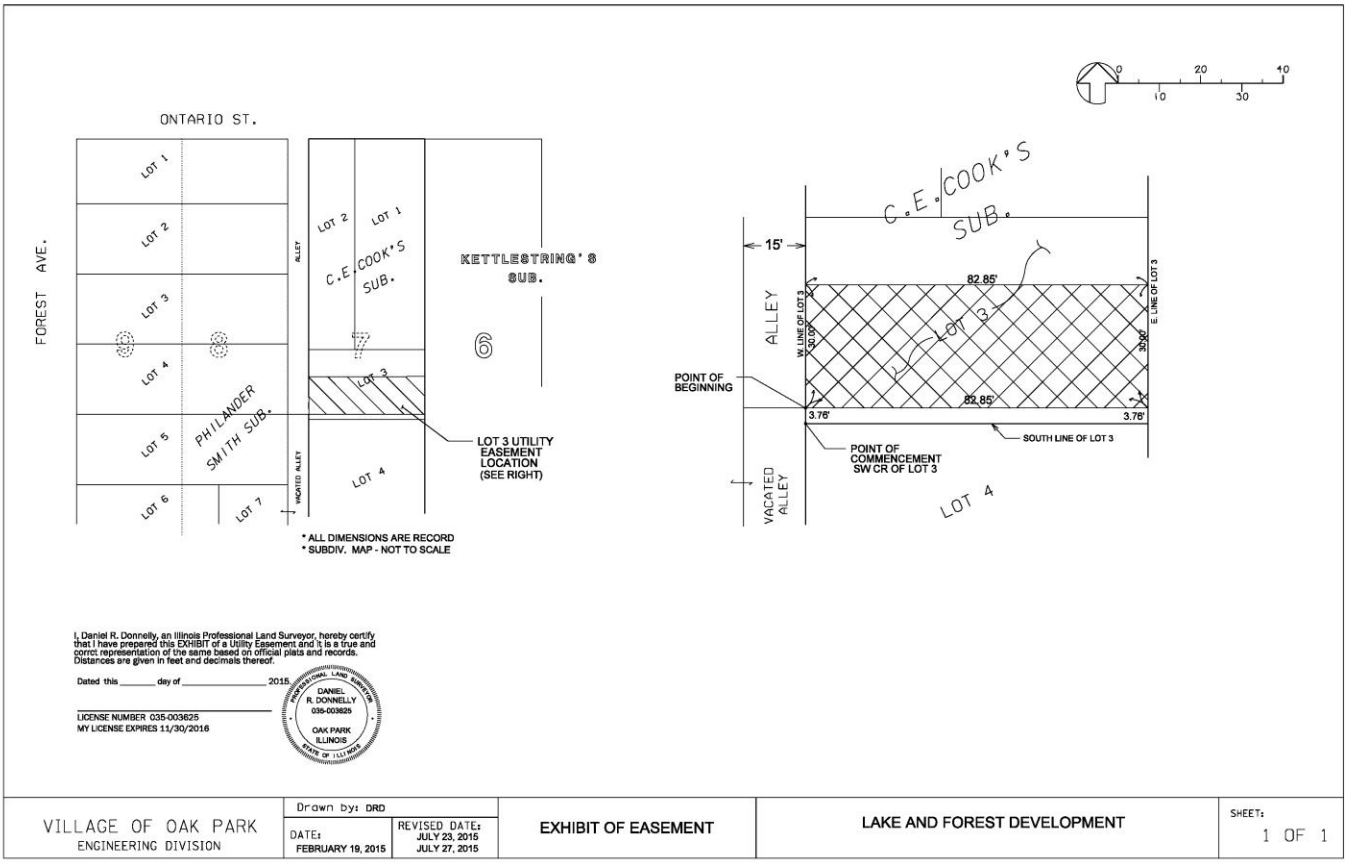
This instrument was prepared by: Paul L. Stephanides, Village Attorney, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302

EXHIBIT A

A THIRTY FOOT WIDE UTILITY EASEMENT IN LOT 3 IN E.C. COOK'S SUBDIVISION OF LOT 7 IN KETTLESTRING'S SUBDIVISION OF LANDS IN THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 7,TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARILY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE NORTH ALONG THE WEST LINE OF SAID LOT 3 FOR A DISTANCE OF 3.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH ALONG SAID WEST LINE, SAID LINE ALSO BEING THE EAST LINE OF A 15 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY FOR A DISTANCE OF 30.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 3 FOR A DISTANCE OF 82.85 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH ALONG THE SAID EAST LINE FOR A DISTANCE OF 30.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 3 FOR A DISTANCE OF 82.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (CONTAINING 2486 SQUARE FEET MORE OR LESS).

EXHIBIT B



I, Daniel R. Donnelly, an Illinois Professional Land Surveyor, hereby certify that I have prepared this EXHIBIT of a Utility Easement and it is a true and correct representation of the same based on official plats and records. Distances are given in feet and decimals thereof.

Dated this _____ day of _____ 2015

_____

LICENSE NUMBER 035-003625
MY LICENSE EXPIRES 11/30/2016

PROFESSIONAL LAND SURVEYOR
DANIEL R. DONNELLY
035-003625
OAK PARK
ILLINOIS
STATE OF ILLINOIS

VILLAGE OF OAK PARK ENGINEERING DIVISION	Drawn by: DRD DATE: FEBRUARY 19, 2015	REVISED DATE: JULY 23, 2015 JULY 27, 2015	EXHIBIT OF EASEMENT	LAKE AND FOREST DEVELOPMENT	SHEET: 1 OF 1