

PROPERTY ADDRESS:

**715-717 South Boulevard
Oak Park, IL 60302**

**P.I.N. 16-07-400-025-0000
16-07-400-026-0000**

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

(for recorder's use only)

**BALCONY EASEMENT AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND 717 SOUTH BOULEVARD LLC**

THIS BALCONY EASEMENT AGREEMENT is entered into this _____ day of _____, 2019, by and between 717 South Boulevard LLC, limited liability company authorized to conduct business in the State of Illinois, with offices at 3528 Walnut Ave., Wilmette, Illinois 60091 (hereinafter referred to as "GRANTEE"), 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 "GRANTOR").

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

WHEREAS, GRANTEE will be constructing a building (the "Building") and certain other improvements on the Premises; and

WHEREAS, GRANTEE intends to construct balconies along the north and the south sides side of the Building as shown on Exhibit C attached hereto (the "BALCONY"), which will

overhang the public right of way on the north side of the Premises by approximately two (2) feet and on the south side by approximately five (5) feet (the area of the public right of way over which the BALCONY will overhang is herein referred to as the "Public Right of Way"); and

WHEREAS, GRANTOR has determined that it is in the public interest for the Building to be constructed with the BALCONY overhanging the Public Right of Way; and

WHEREAS, GRANTOR has agreed to grant GRANTEE a permanent easement for the purpose of construction, installation, operation, maintenance, repair, replacement, relocation, removal and use of the BALCONY overhanging the Public Right of Way.

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.** GRANTOR hereby grants to GRANTEE a permanent easement over, upon, along, and across the Public Right of Way as legally described in Exhibit D and depicted in Exhibit C for the purpose of construction, installation, operation, maintenance, repair, replacement, relocation, removal and use of a BALCONY attached to and running along the north side of the Building as depicted on Exhibit C.

3. **EASEMENT ACCESS.** 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 Public Right of Way and other portions of the public right of way lying north of the Premises beyond the Public Right of Way, either by vehicle or on foot to survey, construct, reconstruct, repair, inspect, maintain, renew, operate, relocate and remove the BALCONY.

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

a) All construction and other work by any entity within the Public Right of Way 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 in a good and workmanlike manner.

5. 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 within the Public Right of Way, except in the event that emergency repairs are required. 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

To GRANTEE: 717 South Boulevard LLC
3528 Walnut Ave.
Wilmette, Illinois 60091
Attn: Art Gurevich
Facsimile: 847-728-0584

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.

6. 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 Public Right of Way 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 Public Right of Way. 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 BALCONY on the north side of the Building, and will immediately cause such liens to be extinguished.

7. **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.

8. **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.

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

10. **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 5 above that it no longer intends to use the Public Right of Way for the purposes herein set forth.

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

GRANTEE – 717 South Boulevard LLC

- NOTARY SEAL -

GRANTOR – VILLAGE OF OAK PARK

- NOTARY SEAL -

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

Exhibit A

Legal Description of Premises

PARCEL 1:

THE NORTH 31 FEET OF THE WEST 35.55 FEET OF LOT 4 AND THE NORTH 31 FEET OF THE EAST 24.45 FEET OF LOT 5 IN BLOCK 3 IN BLACKSTONE ADDITION TO OAK PARK IN WEST ½ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 35.55 FEET OF LOT 4 (EXCEPT THE NORTH 31 FEET THEREOF) AND THE EAST 24.45 FEET OF LOT 5 (EXCEPT THE NORTH 31 FEET THEREOF) IN BLOCK 3 IN BLACKSTONE ADDITION TO OAK PARK IN WEST ½ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 715-717 SOUTH BOULEVARD, OAK PARK, ILLINOIS 60302

Exhibit B

Depiction of Premises

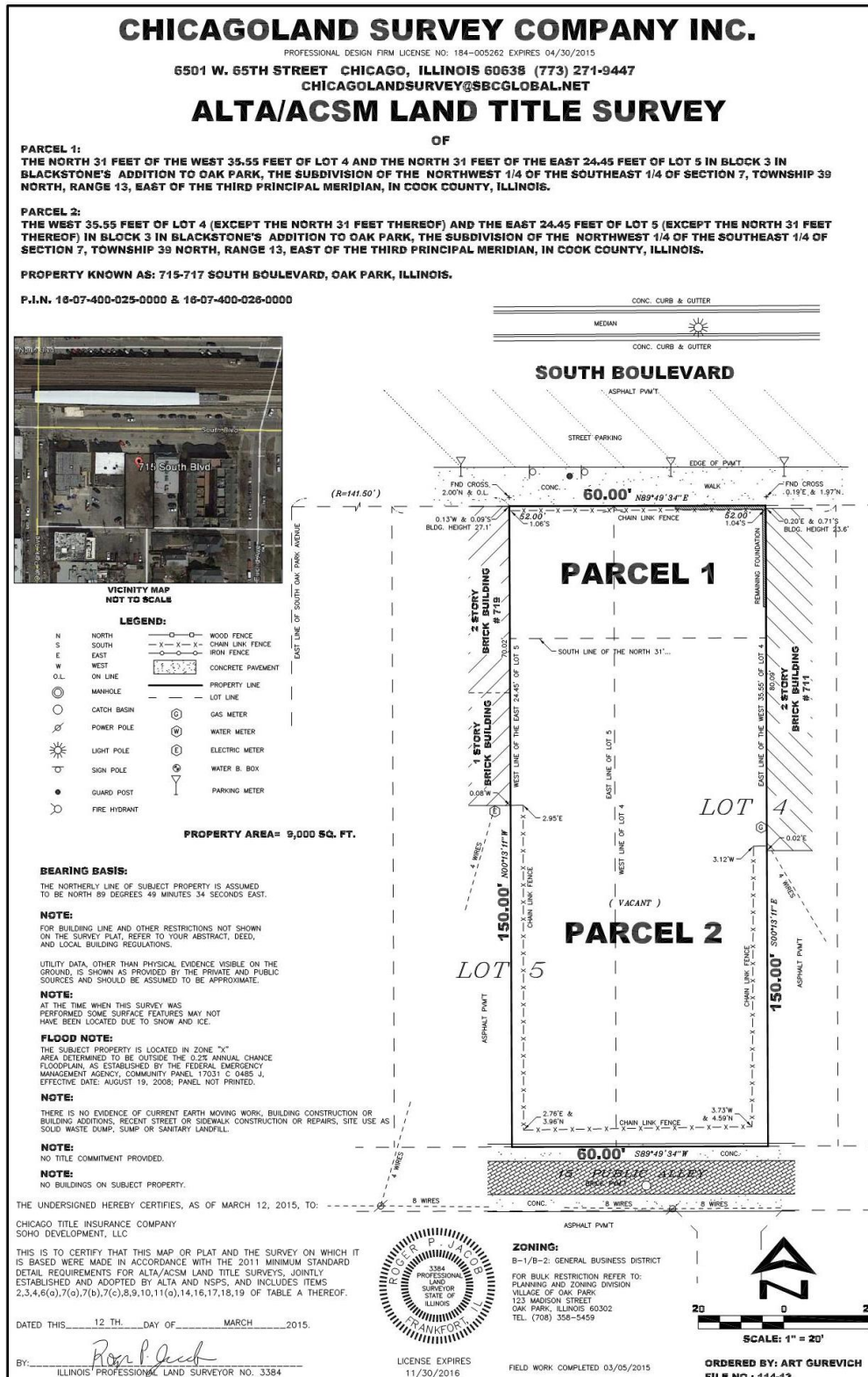


Exhibit C

Graphic Depiction of Encroachment (Balconies)

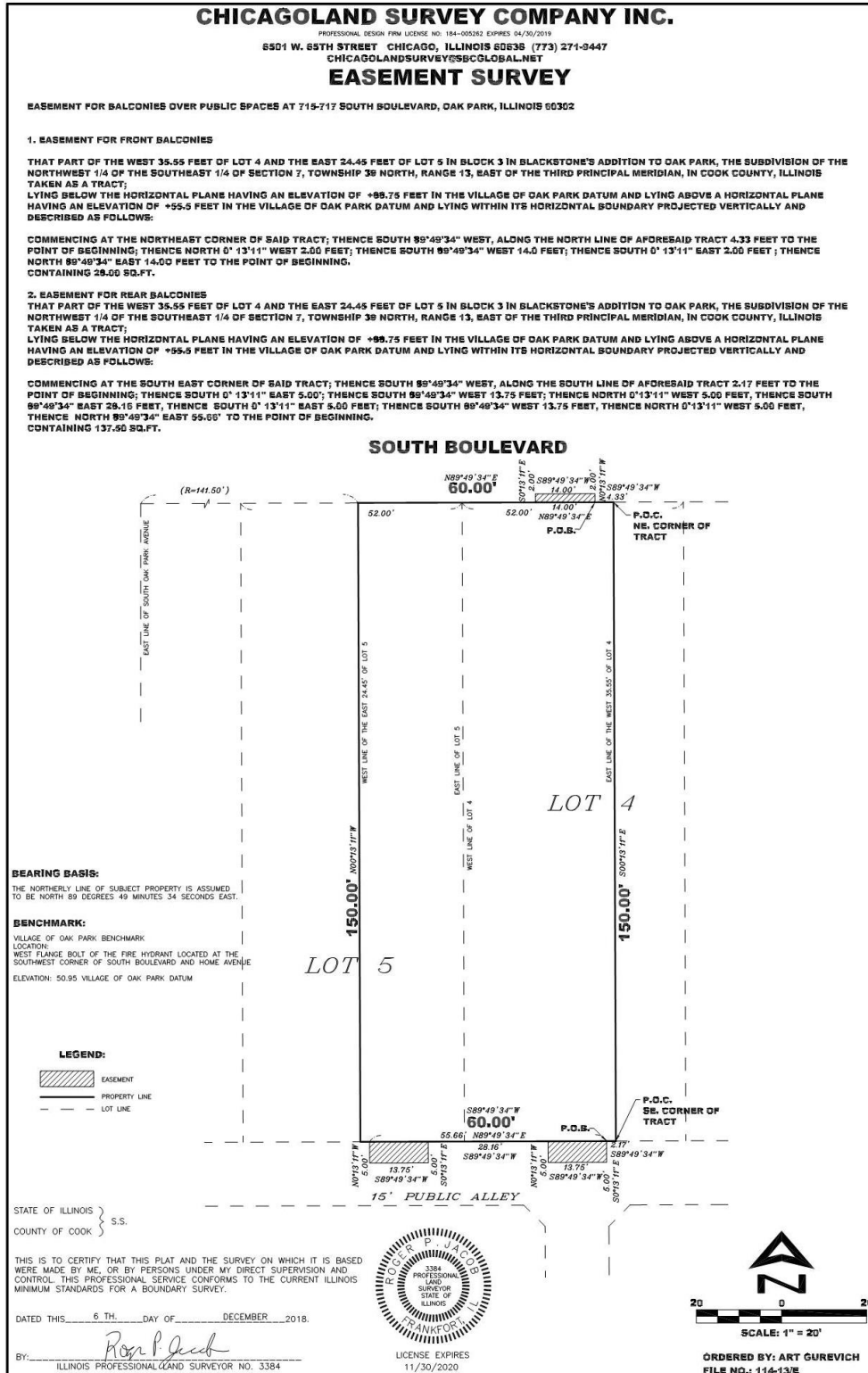


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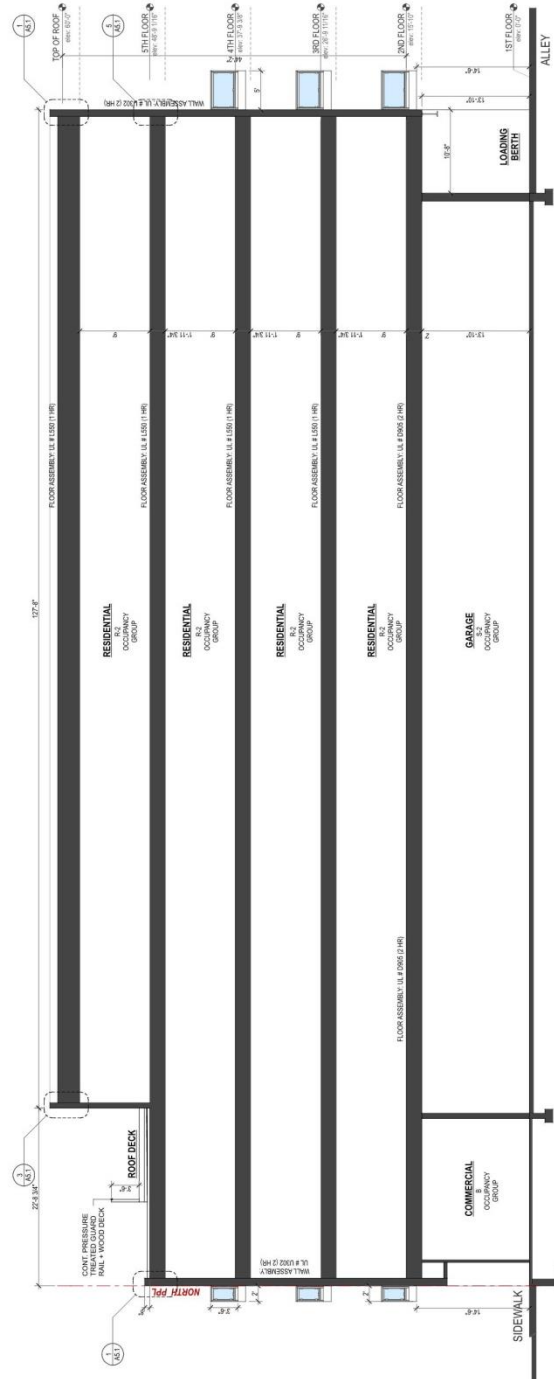


Exhibit D

Legal Description of the Easement

EASEMENT FOR BALCONIES OVER PUBLIC SPACES AT 715-717 SOUTH BOULEVARD, OAK PARK, ILLINOIS 60302

1. EASEMENT FOR FRONT BALCONIES (North side)

THAT PART OF THE WEST 35.55 FEET OF LOT 4 AND THE EAST 24.45 FEET OF LOT 5 IN BLOCK 3 IN BLACKSTONE'S ADDITION TO OAK PARK, THE SUBDIVISION OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

LYING BELOW THE HORIZONTAL PLANE HAVING AN ELEVATION OF +88.75 FEET IN THE VILLAGE OF OAK PARK DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +55.5 FEET IN THE VILLAGE OF OAK PARK DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMECING AT THE NORTHWEST CORNER OF SAID LOTS 4 AND 5; THENCE NORTH $89^{\circ}49'34''$ EAST, ALONG THE NORTH LINE OF AFFORSAID LOTS 4 AND 5 41.75' TO THE POINT OF BEGINNING; THENCE NORTH $00^{\circ}13'11''$ WEST 2.00'; THENCE NORTH $89^{\circ}49'34''$ EAST 14'; THENCE SOUTH $00^{\circ}13'11''$ EAST 2.00'; THENCE SOUTH $89^{\circ}49'34''$ WEST 14.00' TO THE POINT OF BEGINNING.

2. EASEMENT FOR REAR BALCONIES (South side)

THAT PART OF THE WEST 35.55 FEET OF LOT 4 AND THE EAST 24.45 FEET OF LOT 5 IN BLOCK 3 IN BLACKSTONE'S ADDITION TO OAK PARK, THE SUBDIVISION OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

LYING BELOW THE HORIZONTAL PLANE HAVING AN ELEVATION OF +88.75 FEET IN THE VILLAGE OF OAK PARK DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +55.5 FEET IN THE VILLAGE OF OAK PARK DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMECING AT THE SOUTHWEST CORNER OF SAID PARTS OF LOTS 4 AND 5; THENCE NORTH $89^{\circ}49'34''$ EAST, ALONG THE SOUTH LINE OF AFFORSAID LOTS 4 AND 5 2.17' TO THE POINT OF BEGINNING; THENCE SOUTH $00^{\circ}13'11''$ EAST 5.00'; THENCE NORTH $89^{\circ}49'34''$ WEST 13.75'; THENCE NORTH $89^{\circ}49'34''$ WEST 5.00', THENCE NORTH $89^{\circ}49'34''$ EAST 28.17', THENCE SOUTH $00^{\circ}13'11''$ EAST 5.00'; THENCE NORTH $89^{\circ}49'34''$ WEST 13.75', THENCE NORTH $89^{\circ}49'34''$ WEST 5.00', THENCE SOUTH $89^{\circ}49'34''$ WEST 55.33' TO THE POINT OF BEGINNING.