

**FIRST AMENDMENT TO PARKWAY CONSTRUCTION PERMIT AGREEMENT BETWEEN THE  
VILLAGE OF OAK PARK AND THE PARK DISTRICT OF OAK PARK**

**THIS IS A FIRST AMENDMENT** (*"First Amendment"*), dated as of \_\_\_\_\_, 2025 (*"Effective Date"*), to that certain Parkway Construction Permit Agreement dated April 13, 2012 (*"Agreement"*), by and between the **VILLAGE OF OAK PARK**, an Illinois municipal corporation (*"Village"*), and the **PARK DISTRICT OF OAK PARK**, an Illinois park district (*"District"*) (each a *"Party"* and collectively, the *"Parties"*).

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this First Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**SECTION 1. RECITALS.**

- A. The District is the owner of the Property commonly known as the Cheney Mansion, which is more particularly described in the Agreement (*"Property"*).
- B. In 2012, the District applied for a parkway construction permit from the Village in order to install certain Improvements, as defined in the Agreement, to the public right-of-way adjacent to the Property.
- C. The Village and the Park District entered into the Agreement in order to set forth the District's ongoing obligations with respect to maintenance and control of the Improvements.
- D. The Improvements included a Bluestone public walk.
- E. The District, with the approval of the Village, subsequently removed the Bluestone public walk and the Village installed a traditional concrete sidewalk in the public right-of-way adjacent to the Property.
- F. The Village and the District now desire to amend the Agreement to remove "Bluestone public walk" from the definition of Improvements in the Agreement and to clarify the District's ongoing maintenance obligations with respect to the Improvements.

**SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.**

**A. Definitions.** All capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the Agreement.

**B. Rules of Construction.** Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this First Amendment, the text of this First Amendment controls.

### **SECTION 3. AMENDMENTS.**

A. The first "Whereas clause" on page 1 of the Agreement is amended to read as follows, with additions **bold and double-underlined** and deletions ~~struck through~~:

Whereas, in accordance with Chapter 22 of the Oak Park Village Code, the Owner has applied for a parkway construction permit to install the following the following improvements on the public right of way: ~~(1) Bluestone public walk;~~ **(12)** Poured in placed concrete ramp, curb, and access aisle; and ~~(23)~~ **(23)** Electric sign and conduit with conductors for the sign current (the Improvements); and

B. A new Section 5 is added to the Agreement to read in its entirety as follows:

5. The Village acknowledges that the Bluestone public walk contemplated in the Agreement has been fully and properly removed and replaced with a traditional concrete sidewalk as of September 25, 2025 ("Completion Date"). The Village is responsible for all maintenance, repairs and control of the sidewalk within the public right-of-way adjacent to the Property ongoing from Completion Date. It is expressly understood that the only "Improvements" for which the District has any remaining maintenance, insurance or indemnity obligations under the Agreement are the electric sign, conduit with conductors for the sign current, and concrete ramp, curb, and access aisle.

### **SECTION 4. REPRESENTATIONS.**

A. **By the Village.** The Village hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the Corporate Authorities; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. **By the District.** The District hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the Corporate Authorities; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the District enforceable in accordance with its terms.

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

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands on the date first above written.

**VILLAGE OF OAK PARK**

\_\_\_\_\_  
By: Kevin J. Jackson  
Its: Village President

Date: \_\_\_\_\_, 2025

**ATTEST:**

\_\_\_\_\_  
By: Christina M. Watters  
Its: Village Clerk

Date: \_\_\_\_\_, 2025

**PARK DISTRICT OF OAK PARK**

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

Date: \_\_\_\_\_, 2025

**ATTEST:**

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

Date: \_\_\_\_\_, 2025