

**P.I.N.** 16-07-119-012-0000  
16-07-119-013-0000

**Property Address:**

1144 Lake Street  
Oak Park, Illinois 60301

**Return to:**

Village Engineer  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302

(for recorder's use only)

**RIGHT-OF-WAY ENCROACHMENT LICENSE AND COVENANT AGREEMENT**

**THIS RIGHT-OF-WAY ENCROACHMENT LICENSE AND COVENANT AGREEMENT** (hereinafter referred to as "Agreement"), made this \_\_\_ day of \_\_\_\_\_, 2019, between 1144 Lake Street LLC, an Illinois limited liability company (hereinafter referred to as "Licensee") and the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter called "Licensor").

**RECITALS**

**WHEREAS**, Licensee owns real estate with the following property index numbers: P.I.N. 16-07-119-012-0000; 16-07-119-013-000) (hereinafter referred to as ("Licensee's Property")); and

**WHEREAS**, Licensee's Property is adjacent to Licensor's Property (hereinafter referred to as "the Licensor's Property"); and

**WHEREAS**, Licensee has requested permission to maintain a vaulted sidewalk (hereinafter referred to as the "Licensee's Encroachment") and otherwise use or encroach within Licensor's Property as described herein and legally described as follows;

THAT PART OF THE RIGHT OF WAY LYING ADJACENT WITH LOT 1 IN BLOCK 2 IN RUBEN WHAPLE'S SUBDIVISION IN THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER AND LOTS 21 AND 22 IN HOLLEY'S SUBDIVISION OF LOTS 2 TO 12, INCLUSIVE, IN THE SUBDIVISION OF BLOCK 2 IN WHAPLE'S SUBDIVISION IN THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER ALL IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1 IN BLOCK 2 OF RUBEN WHAPLE'S SUBDIVISION, THENCE NORTH 01 DEGREES 55 MINUTES 53 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 192.00 FEET, THENCE NORTH 88 DEGREES 22 MINUTES 36 SECONDS WEST A DISTANCE OF 3.24 FEET TO THE WESTERLY EDGE OF THE UNDERGROUND VAULT, THENCE THE FOLLOWING 4 COURSE RUNNING ALONG SAID WESTERLY VAULT EDGE, SOUTH 01 DEGREES 44 MINUTES 37 SECONDS EAST A DISTANCE OF 37.13 FEET, THENCE SOUTH 01 DEGREES 31 MINUTES 08 SECONDS EAST A DISTANCE OF 49.42 FEET, THENCE SOUTH 01 DEGREES 51 MINUTES 48 SECONDS EAST A DISTANCE OF 48.01 FEET, THENCE SOUTH 02 DEGREES 18 MINUTES 30 SECONDS EAST A DISTANCE OF 63.14 FEET TO THE SOUTH EDGE OF THE UNDERGROUND VAULT, THENCE THE FOLLOWING 2 COURSES RUNNING ALONG SAID SOUTH VAULT EDGE, THENCE NORTH 88 DEGREES 17 MINUTES 46 SECONDS EAST A DISTANCE OF 68.03 FEET, THENCE NORTH 87 DEGREES 50 MINUTES 05 SECONDS EAST A DISTANCE OF 38.30 FEET TO THE EASTERLY EDGE OF SAID UNDERGROUND VAULT, THENCE NORTH 02 DEGREES 18 MINUTES 30 SECONDS WEST ALONG THE EASTERLY EDGE OF THE UNDERGROUND VAULT A DISTANCE OF 5.91 FEET TO THE SOUTH LINE OF SAID LOT 21, THENCE SOUTH 87 DEGREES 54 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 21, 22 AND SAID LOT 1 A DISTANCE OF 102.94 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

(hereinafter referred to as the "Encroachment Area "); and

**WHEREAS**, Licensors has determined that Licensee's Encroachment will not adversely impact the use of Licensors Property or impair the public health, safety and welfare; and

**WHEREAS**, Licensee and Licensors desire to consent and agree to the maintenance of Licensee's Encroachment, subject to the terms and conditions hereinafter provided.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **Recitals Incorporated.** The above recitals are incorporated herein and made a part of this Agreement.

2. **License Grant.** To the extent of its authority, Licensors does hereby grant to Licensee, and Licensee's successors and assigns, a nonexclusive and revocable license for the benefit of Licensee's Property to encroach upon and to occupy and use, in the manner as set forth above. Exhibit A depicts Licensee's Encroachment at the Encroachment Area.

3. **License Purpose and Compensation.** The license herein granted shall be limited to the use by Licensee of the Encroachment Area for the purposes of constructing, maintaining, repairing and replacing thereon Licensee's Encroachment.

4. **Existing Public Easement and Covenants of Record.** Licensee agrees that the grant of license to encroach provided for in this Agreement shall not otherwise modify or remove the requirements established in the public easement and covenants of record. The parties agree that this license is subject to any rights of third parties in the Property and Licensors makes no warranty regarding Licensee's right to use the Encroachment Area except as regards to the interest of Licensors.

5. **Acceptance of Encroachment Area.** Licensee accepts the Encroachment Area in its present condition.

6. **Indemnification.** Licensee assumes all liability and shall indemnify, hold harmless, defend and compensate Licensors, its officers and employees, for any injury or damage to personal property, including Licensors's property or employees, occasioned by or arising in connection with the use or occupancy of the above described Encroachment Area by Licensee, or the existence or condition of Licensee's Encroachment, and Licensee further agrees to indemnify, hold harmless and defend Licensors, its officers and employees, against (i) any actions which may be brought against Licensors, its officers and employees, arising out of this license, Licensee's Encroachment, the condition of the Encroachment Area or any act or omission of Licensee, Licensee's agents or assigns, or any independent contractor acting on Licensee's behalf, and (ii) any claim or expenses incurred by Licensors in enforcing the terms and provisions of this license against Licensee.

7. **Restoration.** Licensee shall, upon completion of any work within the Encroachment Area, restore the surface of the Encroachment Area as required by Licensors to the same or better condition than that which existed prior to the beginning of any work.

8. **Insurance.** Licensee shall maintain an insurance policy with minimum coverage of \$1,000,000.00 per occurrence applicable to the Encroachment Area. Licensors, its officers and employees shall be named as additional insureds on said policy. Licensee shall be responsible for the payment of any deductibles pursuant to said policy. The coverage shall contain no special limitations on the scope of protection afforded to Licensors, its officers and employees. Said policy shall be maintained as long as the Agreement remains in effect and Licensee's Encroachment remains in the Encroachment Area. Licensee shall provide the Village with a certificate of insurance evidencing Licensors, its officers and employees as an additional insureds. Licensee shall provide thirty (30) days written notice of any change in coverage or cancellation of coverage and shall provide Licensors with a new certificate of insurance meeting the requirements of this paragraph. Licensee shall provide a certificate of insurance at any time to Licensors while this Agreement remains in effect.

9. **Successors and Assigns.** The provisions and conditions of this License shall bind and inure to the benefit of the legal representatives, successors and assigns of the respective parties hereto, and shall run with the title of Licensee's Property.

10. **Covenant Running with the Land.** This License shall be a covenant running with the land and shall be recorded in the office of the Cook County Recorder of Deeds at Licensee's expense.

11. **Repair and Maintenance of Encroachment Area.** Licensee shall maintain Licensee's Encroachment in good repair and shall maintain the Encroachment Area in a clean manner, free of obstructions and debris. Upon demand from Licensor, Licensee shall immediately correct any defect or remove any debris from the Encroachment Area which, in the sole determination of Licensor, presents an unsightly or unsafe condition. Provided, however, nothing contained herein shall impose upon Licensor any duty or obligation to maintain the Encroachment Area or to effect any repairs on Licensee's Encroachment. Licensor shall have the right to enter upon the Encroachment Area and to remove or otherwise render safe Licensee's Encroachment or the Encroachment Area when, in the sole determination of the Licensor, such action is necessary to protect the public health, welfare or safety. Licensee shall remain responsible for all expenses incurred by the Licensor in effecting said repairs or removing said debris from the Encroachment Area as provided herein.

12. **Termination.** This license may be terminated by as follows:

a. Licensor may terminate this license upon thirty (30) days' notice if it determines that Licensee's Encroachment is not properly maintained; or the existence of this License or Licensee's Encroachment presents a danger to the public health safety or welfare; or if Licensee Encroachment is determined to interfere or potentially interfere with Licensor's use or proposed use of Licensor's Property or the Encroachment Area; or Licensee ceases using the Encroachment Area for Licensee's Encroachment.

b. Licensee may terminate this License upon thirty (30) days' notice provided such termination shall not be effective until Licensee's Encroachment is removed and the Encroachment Area restored as provided herein.

13. **Removal of Encroachment upon Termination.** In the event of termination, Licensee shall cause the removal of Licensee's Encroachment and shall restore the Encroachment Area to substantially the same condition as when this License was executed. In the event Licensee fails to effect such removal within thirty (30) days of notice of termination, Licensor shall have the right to enter upon the Encroachment Area and remove Licensee's Encroachment. All costs of said removal as provided herein shall be borne by Licensee and shall be paid to Licensor upon demand.

14. **Access to Encroachment Area.** Licensee assumes all risk in the placement of Licensee's Encroachment in the Encroachment Area and shall provide access to the Encroachment Area in the event that any utility, including Licensor, requires access or to perform work within the Encroachment Area.

15. **Headings and Titles.** The headings and titles of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

16. **Entire Agreement.** This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

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

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

**LICENSOR**

By: \_\_\_\_\_  
Cara Pavlicek  
Village Manager

State of Illinois    )  
                                  ) ss  
County of Cook    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Cara Pavlicek, Village Manager of the Village of Oak Park, appeared before me this day in person and acknowledged that she signed this instrument pursuant to authority granted to her by the Board of Trustees of the Village of Oak Park.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(seal)

\_\_\_\_\_  
Notary Public

**LICENSEE**

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

State of Illinois    )  
                                  ) ss  
County of Cook    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ appeared before me this day in person and acknowledged that he/she signed this instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(seal)

\_\_\_\_\_  
Notary Public

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

# EXHIBIT A

## EXHIBIT

