

Prepared by:  
Village of Romeoville  
1050 W. Romeo Road  
Romeoville, Illinois 60446

After Recording, return to:  
Village of Romeoville  
1050 W. Romeo Road  
Romeoville, Illinois 60446

## **EASEMENT ACQUISITION AGREEMENT**

### WITNESSETH:

This Easement Acquisition Agreement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Village of Romeoville, an Illinois Municipal Corporation ("Village") and Lakewood Falls Community Association ("Owner").

WHEREAS, Village has been and is in the process of coordinating and constructing a recreational path adjacent to the Lakewood Falls subdivision served by Owner as the association for the owners of residences within the said subdivision; and

WHEREAS, Owner owns certain real property within the Lakewood Falls subdivision from which the Village desires to receive an easement for the purpose of constructing and maintaining a recreational path; and

WHEREAS, Owner's real property ("Owner's Property") is legally described and depicted in Exhibit A; and

WHEREAS, Owner is willing to execute this Agreement and thereby grant to the Village the recreational path easement described herein, and the Village is willing to accept such grant of easement upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and

sufficiency of which is hereby mutually acknowledged, Owner and Village hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated into this Agreement as if fully set forth in this Section 1.
2. Grant of Easement; Existing Village Easements. Subject to the terms and provisions of this Agreement, Owner hereby grants to the Village an easement over the property described in Exhibit A for public recreational path purposes and no other purposes. Owner acknowledges that from and after the date first above named, it shall not construct or place any buildings, structures, permanent improvements, landscaping or obstructions of any kind whatsoever within the area described and depicted in Exhibit A. Owner further acknowledges that nothing herein shall in any way limit, modify or affect other existing easement rights of the Village within the property legally described in Exhibit A.
3. Construction Damage. Without otherwise limiting, modifying or affecting any other provision of this Agreement, the Village shall, at its sole cost and expense, promptly repair and restore any damage to property owned by Owner or others located outside of the area described and depicted in Exhibit A resulting from construction undertaken by the Village.
4. Ownership of Improvements. From and after the date first above named, Village shall at all times retain title to, ownership of and control over the recreational path improvements to be constructed in the area described and depicted within Exhibit A.
5. Notice of Work. Except in bona fide emergency situations, Village shall provide Owner with reasonable notice of its intention to commence construction activities within the area described and depicted in Exhibit A.
6. Indemnification. Village hereby agrees to indemnify, defend and hold harmless Owner of, from and against any and all liabilities, claims, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees) or judgments resulting from Village's use of the area described and depicted in Exhibit A as contemplated herein.
7. Successors. This Agreement and the easement granted pursuant hereto shall bind and inure to the benefit of Owner and Village, and their respective successors, assigns and grantees, and shall constitute covenants running with the land.

IN WITNESS WHEREOF, Owner and Village have executed this Agreement all as of the date and year first above named.

“Owner”

Lakewood Falls Community Association

BY: \_\_\_\_\_

“VILLAGE”

Village of Romeoville, an Illinois Municipal Corporation

BY: \_\_\_\_\_  
John D. Noak, Village President

ATTEST: \_\_\_\_\_  
Dr. Bernice Holloway, Village Clerk

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of the Lakewood Falls Community Association and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged signing and delivering the said instrument as their free and voluntary act, and as the free and voluntary act of the said Lakewood Falls Community Association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

My commission expires on \_\_\_\_\_.



**Exhibit A—Legal Description/Depiction of Owner’s Property**

Lot 127 in Unit 1, Pod 1 of Lakewood Falls, being a subdivision of part of the southeast quarter of Section 6, Township 36 North, Range 10 East of the Third Principal Meridian in Will County, Illinois, according to the plat thereof recorded with the Will County Recorder as Document No. R94085307.

PIN 11-04-06-407-001-0000

**Exhibit B—Plat of Grant of Easement**

See attached plat.