

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made and entered into, by and among **TA'LEEM UL HAQ FOUNDATION**, an Illinois not for profit corporation (Grantor) and the **VILLAGE OF ROMEOVILLE, ILLINOIS** (Grantee), a municipal corporation.

RECITALS

A. WHEREAS, Grantor is the fee owner of certain real property located in Romeoville, Illinois and described in Exhibit "A" attached hereto and made a part hereof and shown on the Easement Area Site Plat attached hereto as Exhibit "B" and made a part hereof as "Recreational Path Easement" or "R.P.E." (Easement Property).

B. WHEREAS, Grantee is an Illinois home rule municipal corporation.

C. WHEREAS, Grantee desires to obtain an easement over the Easement Property.

D. WHEREAS, Grantor has agreed to grant and convey to grantee a non-exclusive easement over the Bike Easement Area for purposes herein provided.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the delivery and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

- (1) Access Easement. Grantor hereby reserves for and grants to Grantee and its successors and assigns a perpetual easement for the installation, construction, reconstruction, replacement, alteration, enlargement, operation, inspection, repair, maintenance, relocation, renewal and removal of a recreational path upon, along, across and over the areas of Grantor's Property described herein and hereon identified as the "Easement Property" for the use and enjoyment of the general public; together with the right to enter upon the Easement Property with such personnel and equipment as may be deemed necessary for all such uses and purposes
- (2) Term. The Grantor hereby grants to the Grantee a perpetual easement to enter, re-enter, and use the Easement Property and to use, occupy and access the Easement Property for general public usage; and to perform any other acts necessary to protect the Easement Property from damage.

- (3) Purpose. The Grantee shall have and exercise the right to ingress and egress in, to, over and across the Grantor's Property as herein described for any lawful purpose needed for the full enjoyment of the rights granted by Grantor to the Grantee hereunder
- (4) Maintenance of Easement Property. Grantee shall maintain and repair the Easement Property, or cause it to be maintained and repaired, in compliance with all applicable laws, orders, rules and ordinances.
- (5) Notice. In the event the Grantee deems it necessary to enter the Easement Property for inspection or to perform maintenance or repair activities, the Grantee shall use its best efforts to notify Grantor and coordinate its activities with Grantor. However, the Grantee reserves the right to enter the Easement Property without notice to Grantor in the event of an emergency.
- (6) Limitations on Use. Grantor shall not install or permit the installation of any fence, wall, structure (above or below ground) or landscaping that would hinder the operation of the easement or in any way impair the Grantee's right of access to the Easement Property pursuant to this easement. The exercise of the Easement shall be limited solely to the Easement Property and for the sole purpose set forth above. Grantee shall not exercise the Easement in a manner that unduly interferes with, or materially impedes, obstructs or restricts the operation of the property of the Grantor adjacent to the Easement Property.
- (7) Warranty. Grantor warrants that it has the full right and legal authority to make this grant of easement.
- (8) Run with the Land. Except as otherwise expressly provided herein, all provisions in this grant of easement, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and insure to the benefit of the respective successors and assigns of the parties hereto.

- (9) Indemnity. Grantee shall indemnify and hold Grantor harmless from any and all claims, damages, liabilities, losses, judgments, penalties, fines, costs and expenses, including, without limitation, attorneys' fees, incurred by Grantor due to any injuries or death to any persons or damages to property arising from or related to Grantee, its agents, employees and contractors' use of the Easement Property for the purposes set forth herein. Grantee, including its successors and, its assigns, shall indemnify and defend Grantor, its officers, directors, members, employees, contractors, agents, successors, assigns, and agents and their respective successors and assigns from any loss, claim or liability arising in any manner out of the use of the Easement Property by Grantee or its agents, tenants, guests or other invitees.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this _____ day of February, 2017.

GRANTOR:

TA' LEEM UL HAQ FOUNDATION
An Illinois Not For Profit Corporation,

By: _____
Mohamed Taher

Title: _____

GRANTEE:

VILLAGE OF ROMEOVILLE
An Illinois Municipal Corporation,

By: _____
Print Name:

Title: _____

NOTARY ATTESTATION

STATE OF ILLINOIS)
) ss.:
COUNTY OF WILL)

Sworn to and subscribed before me this ____ day of _____,
20____, by _____ (Grantor), who personally appeared
before me, is personally known to me or produced
_____ as identification, and did take an oath.

Notary: _____

[NOTARIAL SEAL]

Print Name:

Notary Public, State of

NOTARY ATTESTATION

STATE OF ILLINOIS)
) ss.:
COUNTY OF WILL)

Sworn to and subscribed before me this ____ day of _____,
20____, by _____ (Grantee), who personally appeared
before me, is personally known to me or produced
_____ as identification, and did take an oath.

Notary: _____

[NOTARIAL SEAL]

Print Name:

Notary Public, State of

My commission expires:

EXHIBIT A
Legal Description

EXHIBIT B
Easement Map/Drawing