

## **EASEMENT AGREEMENT**

### **WITNESSETH:**

This Easement Acquisition Agreement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Village of Romeoville, an Illinois Municipal Corporation ("Village") and \_\_\_\_\_ ("Owner").

WHEREAS, Village has been and is in the process of extending and improving sidewalks within the corporate limits of the Village; and

WHEREAS, in connection with the foregoing, the Village has determined that it is necessary and desirable to acquire an easement for the construction, reconstruction, extension, maintenance and improvement of a sidewalk across a portion of certain real property owned by Owner, which portion of such real property is described and depicted in Exhibit A hereto, a copy of which is attached hereto and incorporated herein by reference, such real property being hereinafter referred to as the Easement Area; and

WHEREAS, the Easement Area is within a certain parcel of real estate owned by Owner and described in Exhibit A-1 hereto, and hereinafter referred to as Owner's Property; and

WHEREAS, Owner desires to formally grant, dedicate and convey to the Village an easement over, on, upon, across and through the Easement Area for purposes of the construction, reconstruction, extension, maintenance and improvement of multi-use trails, all in accordance with and subject to the terms and provisions of this Agreement, and all at the Village's sole cost and expense.

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. Subject to the terms and provisions of this Agreement, Owner hereby grants, conveys and dedicates to the Village an easement over, on, upon, through, under and across the Easement Area for purposes of the construction, use, operation, reconstruction, extension, maintenance and improvement of sidewalk improvements therein. The Easement Area granted, dedicated and conveyed to the Village hereunder shall be a perpetual and permanent right of way upon, over, under and across such property to construct, install, extend, pave, widen, operate, use, repair, remove, maintain, replace and otherwise improve the Easement Area with sidewalk improvements as may be located therein from time to time and to conduct therein all such construction, excavation and other work related to the aforesaid purposes. All use by the Village of this easement, including, but not limited to, the maintenance, repair, and replacement of any improvements constructed, installed, extended, pave, widened, or operated by the Village, shall be at the Village's sole cost and expense. Owner

acknowledges that from and after the date first above named, it shall not construct or place any buildings, structures, or obstructions of any kind within the Easement Area that would interfere with or restrict the Village's use of the Easement Area as described herein.

3. Village Restoration Obligations. Without otherwise limiting, modifying or affecting any other provision of this Agreement, the Village shall, at its sole cost and expense, repair and restore any damage to Owner's Property located outside of the Easement Area resulting from construction activities undertaken by the Village.
4. Ownership of Improvements. Village shall at all times retain title to, ownership of and control over all improvements of any nature or kind constructed or located by Village within the Easement Area as contemplated by the provisions of this Agreement.
5. Notice of Work. Except in bona fide emergency situations, Village shall provide Owner with not less than seventy-two (72) hour reasonable prior notice of its intention to commence construction activities within the Easement Area.
6. Indemnification. Village hereby indemnifies, defends and holds harmless Owner and its officers, directors, employees and agents of and from any and all liabilities, claims, damages, costs, expenses or judgments resulting from Village's use of the Easement Area as contemplated herein.
7. Successors. This Agreement and the easement to be granted pursuant hereto shall bind and inure to the benefit of Owner and Village, and their respective successors, assigns and grantees, and shall be deemed to constitute covenants running with Owner's Property.

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

"Owner"

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

"VILLAGE"

Village of Romeoville, an Illinois Municipal Corporation

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

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

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a notary public in and for said County and State, certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the \_\_\_\_\_, and the person whose name is subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of the \_\_\_\_\_ for the uses and purposes therein set forth, pursuant to authority given therefor by the \_\_\_\_\_ of the said \_\_\_\_\_.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WILL )

I, \_\_\_\_\_, a notary public in and for said County and State, certify that John D. Noak, personally known to me to be the Village President of the Village of Romeoville, Illinois, and Dr. Bernice Holloway, personally known to me to be the Clerk of said Village, and whose names are subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that as such President and Clerk of the said Village they signed and delivered the said instrument and caused the corporate seal of the Village to be affixed thereto, pursuant to authority given therefor by the Board of Trustees of said Village, as their free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

**Exhibit A—Legal Description/Depiction of Easement Area**

### **Exhibit A-1—Legal Description of Owner's Property**

THAT PART OF BLK 2 IN PARKDALE SHOPPING CENTER, A SUB PART OF THE N1/2 NW1/4 OF SEC. 34 AND PART OF THE S1/2 SW1/4 OF SEC. 27, T37N-R10E. ACCORDING TO THE PLAT THOF REC. 8/21/1959 DOC #884281 AND CERTIFICATE OF CORRECTION 3/23/1960 DOC #900290, DAF: COMM AT THE SE COR OF SD BLK 2; THC N 00 DEG 56'40" E 614.63 FT ALG THE E LN OF SD BLK 2 TO A PT OF CURVE; THC NE'LY ALG A CURVE TO THE RIGHT WITH A RADIUS 1960.08 FT HAVING A CHORD BEARING AND DIST N 00 DEG 57'09" E 0.56 FT TO THE POB OF THE HEREINAFTER DESC PARCEL OF LAND: THC CONTI NE'LY ALG SD CURVE TO THE RIGHT WITH A RADIUS 1960.08 FT HAVING A CHORD BEARING AND DIST N 03 DEG 04'13" E 142.07 FT TO A PT DIST 67 FT SW'LY OF THE SE COR OF SD LOT 2 (AS MEAS ALG THE E'LY LN THOF) IN PARKDALE SHOPPING CENTER RESUB AS REC 6/15/1987 DOC R87-32601; THC N 83 DEG 50'44" W 40.01 FT TO A PT OF CURVE, SD PT BEING THE E'LY LN OF A PARCEL OF LAND CONVEYED BY DOC R88-52542; THC NE'LY ALG SD CURVE 62.46 FT TO A PT ON THE S LN OF LOT 2 IN PARKDALE SHOPPING CENTER RESUB; THC W'LY ALG SD S LN 198.26 FT; THC S 0 DEG 40'30" E 210 FT TO A PT ON THE N LN OF PHELPS AVE.; THC E'LY ALG SD N LN OF PHELPS AVE. 221.53 FT TO THE POB. A/D/A: PARCEL 1: A TRACT OF LAND IN BLK 2 OF PARKDALE SHOPPING CENTER, A SUB PART OF SEC 27 & SEC 34, T37N-R10E. ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1959, AS DOC NO. 884281 & AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED MARCH 23, 1960, AS DOC NO. 900290, SD TRACT BEING DAF: BEG AT A PT, FROM WHENCE THE SE COR OF SD BLK 2, OF PARKDALE SHOPPING CENTER BEARS S 18 DEG 59'37" E, A DISTANCE OF 649.47 FT; (1) THENCE N 0 DEG 40'30" W, A DISTANCE OF 210 FT; (2) THENCE N 89 DEG 44' 33" E A DISTANCE OF 198.26 FT TO A PT 40 FT RADially DISTANT FROM THE W'LY RIGHT OF WAY OF U.S. HWY NO. 66A; (3) THENCE ON A CURVE TO THE LEFT (ON A LN PARALLEL TO THE W'LY RIGHT OF WAY LN OF U.S. HWY 66A), WHOSE RADIUS IS 2000.08 FT, WHOSE ARC IS 210.63 FT & WHOSE CHORD BEARS S 3 DEG 53'10" W A DISTANCE OF 210.54 FT; (4) THENCE S 89 DEG 44'33" W, A DISTANCE OF 181.52 FT TO THE PT OF BEG. PARCEL 2: THAT PART OF BLK2, IN PARKDALE SHOPPING CENTER, A SUB PART OF THE N1/2 OF THE NW1/4 OF SEC 34, & PART OF THE S1/2 OF THE SW1/4 OF SEC 27, T37N-R10E. ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1959, AS DOC. NO. 884281, & CERTIFICATE OF CORRECTION DATED MARCH 23, 1960, AS DOC. NO. 900290, DAF: COMMENCING AT THE SE COR OF SD BLK 2; THENCE N 0 DEG 56'40" E 614.63 FT, ALG THE E LN OF SD BLK 2, TO A PT OF CURVE; THENCE NE'LY ALG A CURVE TO THE RIGHT WITH A RADIUS OF 1960.08 FT, HAVING A CHORD BEARING AND DISTANCE OF N 0 DEG 57'09" E 0.56 FT, TO THE POB; OF THE HEREINAFTER DESCRIBED PARCEL OF LAND: THENCE CONTINUING NE'LY ALG SD CURVE TO THE RIGHT WITH A RADIUS OF 1960.08 FT, HAVING A CHORD BEARING & DISTANCE OF N 03 DEG 04'13" E 142.07 FT, TO A PT DISTANT 67 FT SW'LY OF THE SE COR OF LOT 2 (AS MEASURED ALG THE E'LY LN THEREOF) IN PARKDALE SHOPPING CENTER RESUB, AS RECORDED JUNE 15, 1987 AS DOC. NO. R87-32601; THENCE N 83 DEG 50'44" W 40.01 FT, TO A PT OF CURVE, SD PT BEING THE E'LY LN OF A PARCEL OF LAND CONVEYED BY DOC. R88-052542; THENCE SW'LY ALG THE LAST DESCRIBED LN (BEING A CURVE CONVEX TO THE NW & HAVING A RADIUS OF 2000.08 FT, & A CHORD BEARING & DISTANCE OF S 03 DEG 04'04" W, 148.17 FT TO A PT; THENCE S 89 DEG 44'33" E, FOR A DISTANCE OF 40.01 FT TO THE PT OF BEG, POB. DIVISION/CONSOLIDATION PER R98-127667 AFTER DIVISION PER R98-127667 DAF:

PIN 12-02-34-101-029



