



## Legislation Text

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**File #:** RES19-2822, **Version:** 1

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### A Resolution Approving an Easement Agreement with Lewis University North Parcel Route 53

WHEREAS, Village has been and is in the process of constructing improvements to Village potable water and sanitary sewer lines and multi-use trails within 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 potable water and sanitary sewer lines, Village and other public utilities and Village multi-use trails upon 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 portion of such real property as described and depicted in Exhibit A being hereinafter referred to as the Easement Area; and

WHEREAS, Owner owns other real property adjacent to the Easement Area described and depicted 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 potable water and sanitary sewer lines, Village and other public utilities and Village multi-use trails, all in accordance with and subject to the terms and provisions of 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. 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, reconstruction, extension, maintenance and improvement of sanitary sewer, potable water, and Village and other public utility improvements therein, and for the construction, reconstruction, extension, maintenance and improvement of multi-use trails. The Easement Area granted, dedicated and conveyed to the Village hereunder shall be a perpetual and permanent easement upon, over, under and across such property to construct, install,

extend, operate, use, repair, remove, maintain, replace and otherwise improve the Easement Area with sanitary sewer, potable water and other Village or other public utilities therein, and with Village multi-use trails and to conduct therein all such construction, excavation and other work related to the aforesaid purposes. Owner acknowledges that from and after the date first above named, it shall not construct or place any buildings, structures, permanent improvements or obstructions of any kind within the Easement Area.

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; Use by Other Public Utility Companies. 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. Owner further acknowledges and agrees that, subject to the Village's agreement and approval, other public utility service providers shall be permitted to locate lines, improvements and facilities within the Easement Area, subject to and in accordance with the provisions of this Agreement, which provisions shall apply to the use of the Easement Area by such other public utility service providers in the same manner and to the same extent as such provisions apply to the Village's use of the Easement Area hereunder.
5. Notice of Work. Except in bona fide emergency situations, Village shall provide Owner with not less than seventy-two (72) hours 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.