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Owner: SDOP Corp
Address: 1143 Lake St.; 435
 Harlem Ave. Oak Park, IL 60301
Route: Lake Street
Improvement County:
Cook
Job No.: C-91-100-17
Parcel No.: 0003TE
P.I.N.: 16-07-124-002; 16-07-124-003;
 16-07-124-004; 16-07-124-032; 16-07-124-033
Station: 10-32.79
Station: 12-60.05

Return to:
Village of Oak
Park 123
Madison Street
Oak Park, Illinois
60302 Attn.: Village
Attorney



Doc# 1932245092 Fee \$88.00

EDWARD M. MOODY
 COOK COUNTY RECORDER OF DEEDS
 DATE: 11/18/2019 02:25 PM PG: 1 OF 6

(for recorder's use only)

TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (hereinafter referred to as "Agreement") is made this 25th day of Sept, 2019 between the SDOP Corp., a corporation organized and existing under and by virtue of the laws of the State of Delaware and duly authorized to business under the statutes of the State of Illinois (hereinafter referred to as "Grantor"), and the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Grantee").

RECITALS

WHEREAS, Grantor owns certain property legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "Premises"); and

WHEREAS, Grantee intends to construct public sidewalk improvements at the Premises; and

WHEREAS, Grantee has determined that it is in the public interest to acquire temporary construction easement rights across the Premises in order to construct the public sidewalk improvements (hereinafter referred to as the "Work");

WHEREAS, the Premises abuts the Lake Street double door entryways (the

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“Entryways”) of The Gap, Inc. and Pier 1 Imports (U.S.), Inc. (the “Affected Tenants”);

WHEREAS, Grantor and Grantee desire to minimize the impact of the performance of the Work on pedestrian ingress and egress to and from the Entryways; and

WHEREAS, in exchange for the temporary easement granted herein, Grantee shall construct the public sidewalk on the Premises at no cost to Grantor for Grantor's use and benefit as well as that of the public.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree that:

1. **RECITALS INCORPORATED.** The foregoing recitals are incorporated herein by reference as though fully set forth.

2. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** Grantor grants to Grantee and Grantee's designees a nonexclusive temporary construction easement over, upon, along, under, through, and across the Premises to conduct certain construction activities necessary for the Work, which temporary easement is legally described in Exhibit A. The temporary easement granted herein shall expire twelve (12) months from the effective date defined below. The Work shall be phased such that only one door of each set of double doors of the Entryways of the Affected Tenants will be closed to public access at a time. Further, the obstruction of pedestrian ingress and egress to and from each of the Entryways of the Affected Tenants shall be limited to a period not longer than thirty (30) days.

3. **EASEMENT USE.** Grantor further grants to the Grantee and Grantee's designees the temporary right, privilege and authority to enter upon the Premises, either by vehicle or on foot to survey, construct, reconstruct, test, repair, inspect, maintain, renew, operate, and patrol the Work on the Premises.

4. **CONDITIONS OF GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The temporary easement granted herein is subject to the following conditions:

a) No permanent structures or buildings shall be constructed or placed on the Premises by Grantee during the term of this Agreement;

b) No landscaping, gardens, shrubs, driveways, sidewalks, parking lots, ingress and egress roadways on the Premises shall be constructed by Grantor that conflicts with the aforesaid uses or rights of Grantee;

c) Upon prior notice to Grantor, and Grantor's reasonable approval, Grantee shall also have the right to trim or remove trees, shrubs, or other plants on the Premises that interfere with the performance of the Work stated herein;

d) The Work within the Premises shall be performed in accordance with applicable law and shall be done in a lien-free and workmanlike manner; and

e) Grantor reserves the right of access across the Premises.

f) At all times during the performance of the Work, the Entryways of the Affected Tenants will be accessible to the public during normal business hours.

g) Grantee shall maintain at least one door of each set of double door Entryways of the Affected Tenants accessible for pedestrian ingress and egress to during normal business hours.

h) Grantee shall phase the work to ensure that the obstruction of pedestrian ingress and egress to either door in of the Entryways is limited to not more than thirty (30) days.

i) Grantee shall provide Grantor with actual notice of when the performance of the Work will commence and the anticipated date of completion not less than thirty (30) days prior to Grantee's

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commencement of the performance of the Work. Additionally, Grantee will provide actual notice of the anticipated dates during which the Entryways of the Affected Tenants will be obstructed as a result of the Work. Grantee shall further provide written notice once the Work is completed.

j) At all times during the performance of the Work, Grantee's access to, and use of, the Premises shall be conducted in a manner to minimize any inconvenience to tenants and invitees of the Center, and parking for tenants and invitees of the Center.

k) In performing the Work, Grantee shall ensure that no equipment, debris, or work will extend outside the Premises onto other common areas of the Center. Grantee will perform the Work in such a manner so as to minimize any inconvenience to tenants and invitees of the Center. Grantee will not interfere with any utility lines, facilities, or easements within the Premises or elsewhere on the property of the Center. Grantee will separate the Premises by cones, fencing, or by other appropriate construction safety barriers while Grantee performs the Work where necessary to allow safe ingress/egress to adjacent areas of the Center.

l) Grantee warrants and agrees that the performance of the Work shall not unreasonably interfere with the use, occupancy, enjoyment, or business of any remaining part of the Center. Grantee shall be liable for any injury or damage caused to any persons or property by Grantee or any of its employees, agents, invitees, licensees, contractors or subcontractors in the performance of the Work.

5. **RESTORATION.** Grantee or its designees, shall, upon completion of the Work authorized by this temporary construction easement grant, ~~remove all equipment and~~ restore the surface of the Premises to the same or better condition than that which existed prior to the beginning of the Work. Grantee shall repair any and all damages to the Premises to the extent caused by the performance of the Work. Additionally, notwithstanding whether the Work has been completed in its entirety, Grantee shall restore the area surrounding the Entryways of the Affected Tenants to ensure that at least one door of each set of double doors is accessible to the public at all times, and to allow full pedestrian ingress and egress to and from the Entryways as soon as is feasible.

6. **ENTIRE AGREEMENT; EFFECTIVE DATE.** This Agreement contains the entire agreement between the parties relating to the rights granted herein and the obligations. Any oral representations or modifications concerning this Agreement shall be of no force and effect, and modifications to this Agreement must be in writing and signed by all parties to this Agreement. This Agreement shall take effect on the last date of its execution by one of the parties.

7. **HOLD HARMLESS.** Grantee shall be liable for any injury or damage caused to any persons or property to the extent caused by the Grantee or any of its employees, agents, invitees, licensees, or contractors in the performance of the Work. Grantee shall indemnify, defend and hold harmless Grantor, its principals, partners, members, managers, agents, officers, directors, trustees, beneficiaries, tenants, employees, invitees, customers, licensees, successors, assigns, agents (including without limitation, Grantor's property manager) and permittees (herein "Indemnitees") against any claims, losses, liabilities, actions, proceedings, costs, damages, or other expense, including reasonable attorney fees, resulting from the Work and/or temporary easement grant made pursuant to this Agreement. Grantee shall comply with all applicable laws, ordinances and governmental regulations in the performance of work and the use of the Premises. shall not permit or suffer any lien to be put upon or arise or accrue against any part of the Center in favor of any parties furnishing labor or materials to Grantee. Grantee shall hold Owner and the Center free from and against any and all liens, or rights or claims thereof that may or might accrue under or be based upon any mechanics' lien law, now in force or hereafter to be enacted, resulting from Grantee's use and occupancy of the Premises, and cause the same to be released. Grantee's use of the Premises shall be solely at Grantee's own risk, Grantee is not an agent or employee of Grantor.

8. **COVENANT RUNNING WITH THE LAND.** This temporary easement and the promises contained in this Agreement shall be a covenant running with the land and shall be

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binding upon the Grantor and the Grantee, and any of their lessees, successors in interest, heirs, devisees and assigns from and after the date of execution by the parties hereto.

9. **GOVERNING LAW.** The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

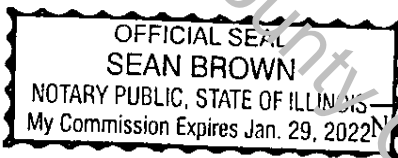
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

GRANTOR: SDOP Corp.

Jennifer Boss
By: Jennifer Boss
Its: President

State of Illinois)
County of Cook)

The foregoing instrument was acknowledged before me by Jennifer Boss
of the SDOP Corp, this 25 day of September 2014

- NOTARY SEAL -  *Sean Brown*
Notary Public

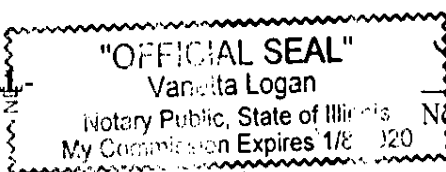
GRANTEE: Village of Oak Park

Cara Pavlicek
By: Cara Pavlicek
Its: Village Manager

State of Illinois)
County of Cook)

REVIEWED AND APPROVED
ASTONISH
[Signature]
14 2019
LAW DEPARTMENT

The foregoing instrument was acknowledged before me by Cara Pavlicek, Village Manger of the Village of Oak Park this 14 day of NOVEMBER 2019

- NOTARY SEAL -  *Vanetta*
Notary Public

This instrument was prepared by: Village Attorney, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302 (708-358-5660)

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Route: 1405 (Lake St.)
 Section: 16-000264-00-PV
 County: Cook
 Job Number: C-91-100-17
 Parcel Number: 0003TE
 Beginning to End Station:
 10+32.79 to 12+60.05
 Parcel Index Number: 16-07-124-
 032; 16-07-124-033; 16-07-124-
 002; 16-07-124-003; 16-07-124-004

THAT PART OF LOTS 1 THROUGH 5 IN BLOCK 1 IN WHAPLES SUBDIVISION OF LAND IN THE
 SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH,
 RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED JULY 30, 1856 AS DOCUMENT
 NUMBER 74132, BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 5 AND
 THE WEST LINE OF MAPLE AVENUE DEDICATED ON FEBRUARY 8, 2018 AS DOCUMENT
 NUMBER 1803929067, THENCE SOUTH 87 DEGREES 54 MINUTES 18 SECONDS WEST ALONG THE
 NORTH LINE OF SAID LOTS 1 THROUGH 5 A DISTANCE OF
 207.15 FEET, THENCE SOUTH 36 DEGREES 39 MINUTES 53 SECONDS WEST A DISTANCE OF 32.06
 FEET TO THE WEST LINE OF SAID LOT 1, THENCE SOUTH 01 DEGREES 55 MINUTES 53 SECONDS
 EAST ALONG SAID WEST LINE A DISTANCE OF 15.78 FEET, THENCE NORTH 88 DEGREES 42
 MINUTES 07 SECONDS EAST A DISTANCE OF 10.33 FEET, THENCE NORTH 05 DEGREES 15
 MINUTES 59 SECONDS EAST A DISTANCE OF 16.84 FEET, THENCE NORTH 85 DEGREES 48 MINUTES
 49 SECONDS EAST A DISTANCE OF
 9.66 FEET, THENCE NORTH 43 DEGREES 44 MINUTES 17 SECONDS EAST A DISTANCE OF 8.03 FEET,
 THENCE NORTH 03 DEGREES 02 MINUTES 28 SECONDS WEST A DISTANCE OF 9.50 FEET, THENCE
 NORTH 80 DEGREES 53 MINUTES 46 SECONDS EAST A DISTANCE OF 17.58 FEET, THENCE NORTH 88
 DEGREES 12 MINUTES 44 SECONDS EAST A DISTANCE OF 130.13 FEET, THENCE SOUTH 02
 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 5.64 FEET, THENCE NORTH 88 DEGREES
 31 MINUTES 07 SECONDS EAST A DISTANCE OF 22.05 FEET, THENCE SOUTH 01 DEGREES 28 MINUTES
 53 SECONDS EAST A DISTANCE OF
 9.74 FEET, THENCE NORTH 88 DEGREES 45 MINUTES 08 SECONDS EAST A DISTANCE OF 29.85 FEET
 TO THE WEST LINE OF MAPLE AVENUE, THENCE NORTH 01 DEGREES 49 MINUTES 42 SECONDS
 WEST ALONG SAID WEST LINE A DISTANCE OF 23.38 FEET TO THE POINT OF BEGINNING,
 ALL IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 0.016 ACRES, MORE OR LESS, OF WHICH 0.000 ACRES, MORE OR LESS, WAS
 PREVIOUSLY DEDICATED OR USED FOR HIGHWAY PURPOSES.

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ADDRESSES:
3143 LAKE STREET
435 HARLEM AVE
PARCEL NO. 0003

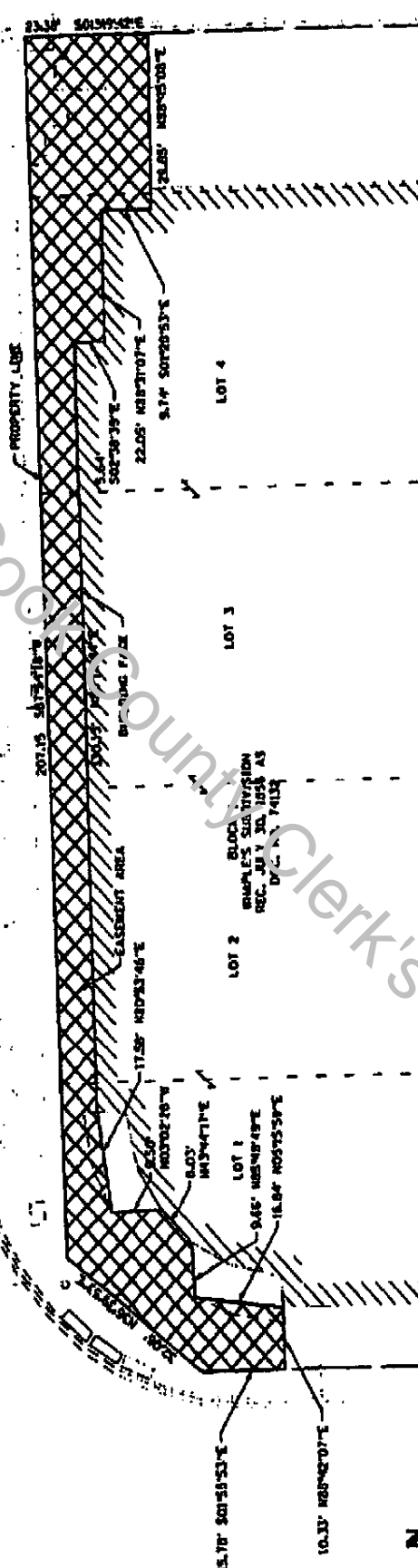
EXHIBIT

Thomas engineering group, llc
63 w. 22nd street
suite 300
harlem, IL 60146
PHONE 630-633-1700

thomas.
ENGINEERING GROUP
SERVICES OF ILL. HIGHWAY DEPT.

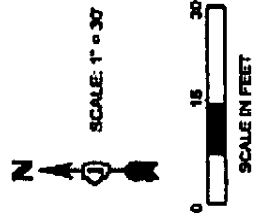
Property of Cook County Clerk's Office

LAKE STREET



EASEMENT AREA: 0.016 ACRES (2,613.50 FT)

P.I.N.: 16-07-124-002
16-07-124-032



NOTE:
THE BASIS OF BEARINGS ON
THIS DRAWING IS ASSUMED