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Doc# 2106947014 Fee \$71.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/10/2021 11:21 AM PG: 1 OF 11

PROPERTY ADDRESSES:

702-708 Lake Street
Oak Park, IL 60301

141-147 North Euclid Avenue
Oak Park, IL 60302

P.I.N.

See Exhibit C for list of P.I.N.s

Return to:

Howard S. Dakoff, Esq.
Levenfeld Pearlstein, LLC
2 N. LaSalle Street, Suite 1300
Chicago, IL 60602

(for recorder's use only)

EASEMENT AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND DISTRICT HOUSE CONDOMINIUM ASSOCIATION

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement" or the "Easement Agreement") is entered into this as of this 24th day of February, 2021, by and between the Village of Oak Park, an Illinois home rule municipal corporation with offices at 123 Madison Street, Oak Park, Illinois 60302 (hereinafter referred to as "GRANTOR"), and District House Condominium Association, an Illinois not-for-profit corporation (hereinafter referred to as "GRANTEE").

RECITALS

WHEREAS, GRANTOR is the owner of the public right of ways in Oak Park, Illinois (hereinafter referred to collectively the "Public Right of Way") and GRANTEE desires to obtain easement rights under, upon, over and through the Public Right of Way as described and depicted on Exhibit A attached hereto and incorporated herein by reference as the Overhang Easement

RECORDING FEE \$71-
DATE 3/10/21 COPIES 60
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#1, Overhang Easement #2, Overhang Easement #3, Utility Easement #1, Utility Easement #2, Door Easement and Building and Foundation Easement (hereinafter collectively referred to as the "Easements");

WHEREAS, GRANTEE developed that certain tract of land legally described on **Exhibit B** attached hereto and incorporated herein by reference (hereinafter referred to as "Grantee's Property");

WHEREAS, Grantee's Property has been improved with the development of a mixed-use development building, portions of which encroach into the Public Right of Way, the locations of such encroachments are depicted on **Exhibit A**;

WHEREAS, GRANTEE desires to receive from Grantor, and Grantor is willing to provide to Grantee, a permanent easement appurtenant to Grantee's Property under, upon, over and across the portions of Public Right of Way depicted on **Exhibit A** to permit Grantee to maintain the Easements as constructed on Public Right of Way, and to operate, use, maintain repair, remove, renew and replace the Easements, subject to the conditions and limitations set forth herein; and

WHEREAS, GRANTOR has determined that it is in the public interest for the Easements to have been constructed on the Public Right of Way.

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

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

2. **EASEMENTS GRANT.** GRANTOR hereby grants to GRANTEE its officers, agents, members, managers, representatives, employees, licensees, successors, or assigns a permanent easement under, upon, over and through the Public Right of Way for the Easements as depicted on the Easement Exhibit attached hereto as Exhibit A. Grantee shall also have the

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specific rights of construction, reconstruction, operation and maintenance of the Easements. Grantee further agrees for all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easements, such activity will be coordinated with Grantor so as to minimize any disruption to Public Right of Way.

3. EASEMENT ACCESS. GRANTOR further grants to GRANTEE or any of its officers, agents, representatives, employees, licensees, successors, or assigns the perpetual right, privilege and authority to enter upon the Public Right of Way, either by vehicle or on foot to survey, construct, reconstruct, repair, inspect, maintain, renew, operate, relocate and remove Easements.

4. EASEMENT CONDITIONS. This grant of easement shall be subject to the following conditions:

a) GRANTOR shall have the right to install landscaping, gardens, shrubs, driveways, sidewalks, parking lots, ingress and egress roadways on the Easements that do not then or later conflict with GRANTEE's aforesaid easements uses or rights.

b) GRANTEE shall also have the right from time-to-time to clear all obstructions from the surface and subsurface as may be required incident to the grant herein given on the Easements that interfere with the construction, installation, reconstruction, repair, removal, replacement, maintenance, operation or use of Easements, but GRANTEE shall have the duty to restore the surface(s) as set forth in paragraph five (5) below.

c) GRANTEE shall have the right to cut, trim, or remove any shrubs or other plants within the Easements, which interfere with the construction, installation, reconstruction, repair, removal, replacement, maintenance, or operation of the Easements.

d) All construction by any entity within the Easements shall be performed in accordance with the applicable requirements of municipal, county, state, and federal laws, ordinances, or regulations and GRANTEE shall perform all work on Easements in a good and workmanlike manner and free from any liens and encumbrances.

e) GRANTOR reserves the right of access across the Easements, subject to the easements and rights of GRANTEE granted under this Agreement.

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5. **RESTORATION.** GRANTEE, its assigns, successor or designees, shall, upon completion of any work authorized by this Agreement, restore the surface(s) of the Easements and the Public Right of Way to the same or better condition than that which existed prior to the beginning of any work, including the replacement of any turf areas, driveways, sidewalks, parking lot pavement and ingress and egress roadway pavement or other pavement.

6. **HOLD HARMLESS.** GRANTEE shall indemnify, defend and hold GRANTOR harmless from any and all claims, causes of action, damages, lawsuits, reasonable attorney fees, and/or administrative proceedings (collectively, "Claims") now or hereafter existing and resulting from GRANTEE'S use of the Public Right of Way or any activities taken by Grantee pursuant to this Easement Agreement; provided, however, that the foregoing obligation of GRANTEE to indemnify and hold GRANTOR harmless shall not extend to Claims arising from (i) the negligence or willful misconduct of GRANTOR or its agents, employees or contractors or (ii) to pre-existing conditions in the Public Right of Way. Further, GRANTEE shall not permit any liens to be placed on the premises over which GRANTEE has been granted an easement under this Agreement (the "EASEMENT PREMISES") or any other property of GRANTOR resulting from the installation, repair, replacement, modification or maintenance of the Easements, and will immediately cause such liens to be extinguished; provided, however, if GRANTEE is contacting such lien, GRANTEE shall have the right to deliver to GRANTOR a surety bond or title indemnity against any foreclosure or forfeiture with respect to the EASEMENT PREMISES which shall be subject to the approval of the GRANTOR, such approval not to be unreasonably withheld.

7. **ACCEPTANCE OF EASEMENT AND USE AT GRANTEE'S RISK.** GRANTEE accepts the Easements in their present condition.

8. **HEADINGS AND TITLES.** The headings and titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

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9. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Easement Agreement must be in writing and must be signed by all parties to this Easement Agreement.

10. COVENANT RUNNING WITH THE LAND. The Easements and the promises contained in this Easement Agreement shall be a covenant running with the land and shall be binding upon GRANTEE, GRANTOR and any of their lessees, successors in interest, heirs, tenants, devisees and assigns from and after the date of execution by the parties hereto.

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

12. TERMINATION. The Easements granted by this Easement Agreement and the promises and obligations contained herein shall terminate and expire if for any reason GRANTEE serves notice upon GRANTOR that it no longer intends to use the Easements for the purposes herein set forth. Upon termination, the GRANTOR may record with the Cook County Recorder of Deeds a release and termination of this Easement Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first above written.

GRANTOR – VILLAGE OF OAK PARK

Cara Pavlicek
By: Cara Pavlicek
Its: Village Manager

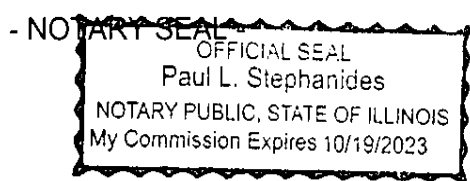
State of Illinois)
County of Cook)

**REVIEWED AND APPROVED
AS TO FORM**

Paul L. Stephanides
FEB 24 2021
LAW DEPARTMENT

The foregoing instrument was acknowledged before me by Cara Pavlicek, Village Manager of the Village of Oak Park, this 24th day of Feb, 2021.

Paul L. Stephanides
Notary Public



SIGNATURES CONTINUE ON FOLLOWING PAGE

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EXHIBIT A - EASEMENT EXHIBIT

OVERHANG EASEMENT #1

THAT PART OF LAKE STREET SOUTH OF AND ADJOINING OF LOT 5 IN BLOCK 1 IN SCOVILLE'S SUBDIVISION AND THAT PART OF EUCLID AVENUE EAST OF AND ADJOINING LOT 5 AFORESAID OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5 THENCE NORTH 86°23'38" WEST ALONG THE SOUTH LINE OF LOT 5 70.96 FEET; THENCE SOUTH 03°36'22" WEST 4.50 FEET; THENCE SOUTH 86°23'38" EAST 76.75 FEET; THENCE NORTH 00°00'47" WEST 33.25 FEET; THENCE SOUTH 89°59'13" WEST 5.50 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH 00°00'47" EAST 28.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OVERHANG EASEMENT #2

THAT PART OF EUCLID AVENUE EAST OF AND ADJOINING OF LOTS 4 AND 5 IN BLOCK 1 IN SCOVILLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5 THENCE NORTH 00°00'47" WEST ALONG THE EAST LINE OF LOT 5 AFORESAID, 85.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'47" WEST ALONG THE EAST LINE OF LOT 5 AFORESAID, 30.00 FEET; THENCE NORTH 89°59'13" EAST 5.50 FEET; THENCE SOUTH 00°00'47" EAST 30.00 FEET; THENCE SOUTH 89°59'13" WEST 5.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OVERHANG EASEMENT #3

THAT PART OF EUCLID AVENUE EAST OF AND ADJOINING OF LOTS 4 AND 5 IN BLOCK 1 IN SCOVILLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5 THENCE NORTH 00°00'47" WEST ALONG THE EAST LINE OF LOT 5 AFORESAID, 157.28 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'47" WEST ALONG THE EAST LINE OF LOT 5 AFORESAID, 30.00 FEET; THENCE NORTH 89°59'13" EAST 5.50 FEET; THENCE SOUTH 00°00'47" EAST 30.00 FEET; THENCE SOUTH 89°59'13" WEST 5.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UTILITY EASEMENT #1

THAT PART OF EUCLID AVENUE EAST OF AND ADJOINING OF LOTS 4 AND 5 IN BLOCK 1 IN SCOVILLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5 THENCE NORTH 00°00'47" WEST ALONG THE EAST LINE OF LOT 5 AFORESAID, 141.07 FEET; THENCE NORTH 89°59'13" EAST 9.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'47" WEST 56.00 FEET; THENCE NORTH 89°59'13" EAST 8.50 FEET; THENCE SOUTH 00°00'47" EAST 56.00 FEET; THENCE SOUTH 89°59'13" WEST 8.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

DOOR EASEMENT

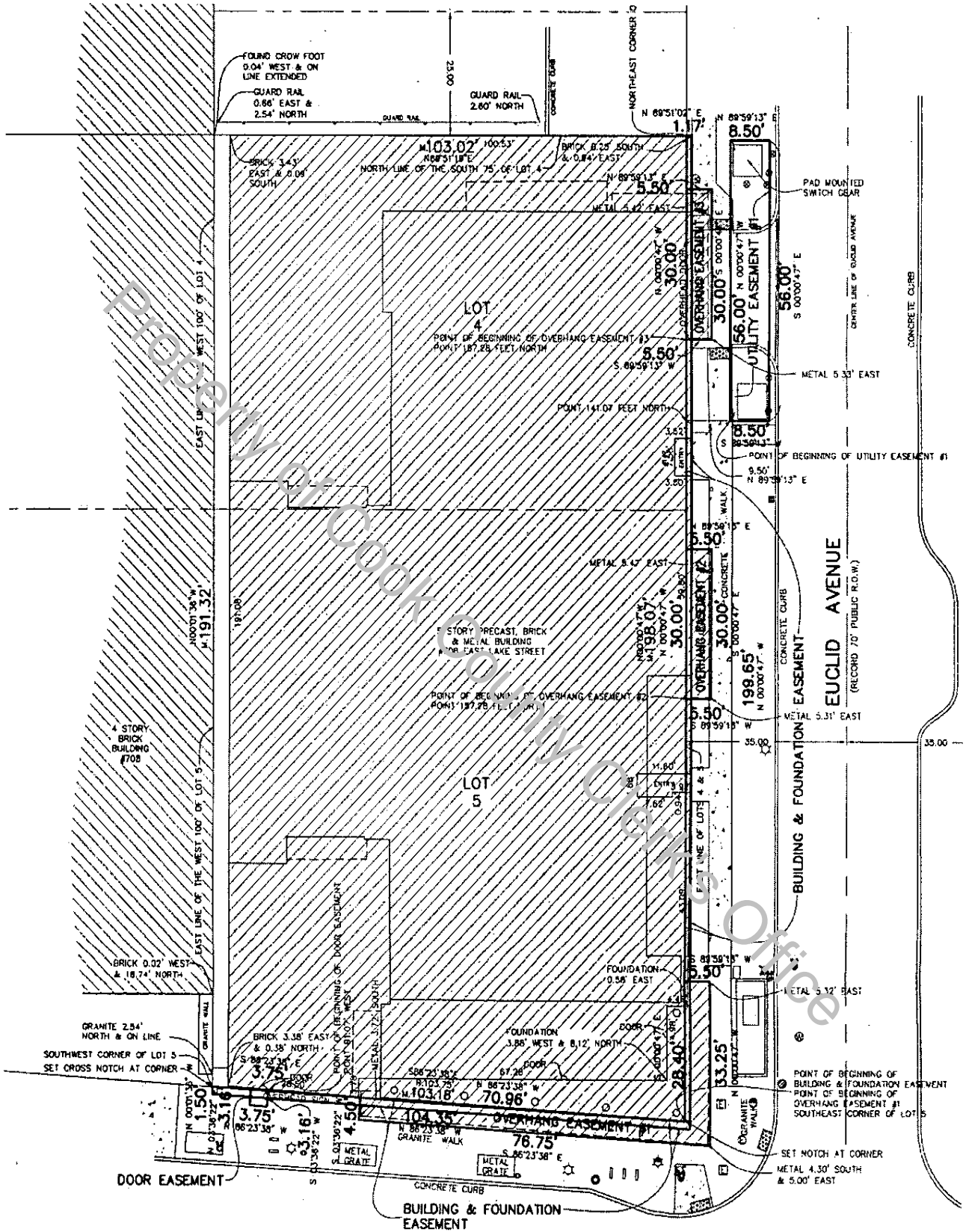
THAT PART OF LAKE STREET SOUTH OF AND ADJOINING OF LOT 5 IN BLOCK 1 IN SCOVILLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5 THENCE NORTH 86°23'38" WEST ALONG THE SOUTH LINE OF LOT 5 AFORESAID 91.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 03°36'22" WEST 3.16 FEET; THENCE NORTH 86°23'38" WEST 3.75 FEET; THENCE NORTH 03°36'22" EAST 3.16 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE SOUTH 86°23'38" EAST ALONG THE SOUTH LINE OF LOT 5 AFORESAID 3.75 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

BUILDING AND FOUNDATION EASEMENT

THAT PART OF LAKE STREET EAST OF AND ADJOINING LOTS 4 AND 5 AND SOUTH OF AND ADJOINING OF LOT 5 IN BLOCK 1 IN SCOVILLE'S SUBDIVISION AND THAT PART OF EUCLID AVENUE EAST OF AND ADJOINING LOT 5 AFORESAID OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5 THENCE NORTH 00°00'47" WEST ALONG THE EAST LINE OF LOTS 4 AND 5 AFORESAID 198.07 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH 89°27'48" EAST 1.16 FEET; THENCE SOUTH 00°00'55" EAST 199.66 FEET; THENCE NORTH 86°23'38" WEST 104.35 FEET; THENCE NORTH 00°01'36" WEST 1.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 86°23'38" EAST ALONG THE SOUTH LINE OF LOT 5 AFORESAID 103.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A - EASEMENT EXHIBIT



LAKE STREET
(RECORD 80' PUBLIC R.O.W.)

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EXHIBIT B

GRANTEE'S PROPERTY

THE SOUTH 75 FEET OF LOT 4 (EXCEPT THE WEST 100 FEET THEREOF) AND ALL OF LOT 5 (EXCEPT THE WEST 100 FEET THEREOF) IN BLOCK 1 IN SCOVILLE'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF REAL ESTATE: 702-708 LAKE STREET OAK PARK, ILLINOIS 60302

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EXHIBIT C

LIST OF P.I.N.S

- 16-07-218-032-1001
- 16-07-218-032-1002
- 16-07-218-032-1003
- 16-07-218-032-1004
- 16-07-218-032-1005
- 16-07-218-032-1006
- 16-07-218-032-1007
- 16-07-218-032-1008
- 16-07-218-032-1009
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- 16-07-218-032-1014
- 16-07-218-032-1015
- 16-07-218-032-1016
- 16-07-218-032-1017
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- 16-07-218-032-1021
- 16-07-218-032-1022
- 16-07-218-032-1023
- 16-07-218-032-1024
- 16-07-218-032-1025
- 16-07-218-032-1026
- 16-07-218-032-1027
- 16-07-218-032-1028
- 16-07-218-031-0000

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