

This document prepared by,
and after recording return to:

Daniel Bolin, Esq.
Ancel, Glink, Diamond, Bush,
DiCianni & Krafthefer
140 South Dearborn St., 6th Floor
Chicago, IL 60603

P.I.N. Nos:

**EASEMENT AGREEMENT
BETWEEN THE VILLAGE OF LA GRANGE
AND THE PARK DISTRICT OF LA GRANGE
FOR ACCESS TO THE SHAWMUT AVENUE EXTENSION**

THIS EASEMENT AGREEMENT (this "*Agreement*") is dated as of _____, 2018 (the "*Effective Date*") and is by and between the Village of La Grange, an Illinois municipal corporation, (the "*Village*") and the Park District of La Grange, an Illinois park district (the "*Park District*");

W I T N E S S E T H:

WHEREAS, the Park District owns Lot 1 in Shawmut Avenue Addition No. 2, depicted and legally described in Exhibit A attached to this Agreement (the "*Property*"); and

WHEREAS, the Park District is under contract to sell Lots 2 and 3 in Shawmut Avenue Addition No. 2 ("*Lots 2 and 3*") to Pathway Acquisitions, LLC, an Illinois limited liability company, an affiliate of Pathway Development Partners, Inc., an Illinois limited liability company ("*Pathway*"); and

WHEREAS, the consideration for the sale of Lots 2 and 3 includes Pathway's construction and maintenance of an extension of Shawmut Avenue on Lot 1 to create the primary access to the Approved Development defined below and to improve access to Gordon Park from the west ("*Shawmut Avenue Extension*"); and

WHEREAS, Village Ordinance No. O-16-12 grants Pathway development approvals for a memory care and assisted living facility on Lots 2 and 3 (the "*Approved Development*") subject to certain conditions, including that the Park District must grant permanent easements for public access over the Shawmut Avenue Extension and public utilities within the Shawmut Avenue Extension in a form acceptable to the Village; and

WHEREAS, the required public access over Lot 1 will be consistent with the site plan approved by Village Ordinance No. O-16-12, which is attached and incorporated into this Agreement as Exhibit B (the "*Site Plan*"); and

WHEREAS, the Park District has determined that it is appropriate to grant a permanent easement to the Village to ensure public access to the Property and installation and maintenance of public utilities within the Property; and

WHEREAS, the Village desires to secure a permanent easement from the Park District subject to the provisions of this Agreement;

NOW, THEREFORE, in consideration of the recitals and other provisions of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Park District and the Village, the Park District and the Village agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Agreement by this reference.

Section 2. Park District Grant of Permanent Easement. The Park District hereby grants to the Village a nonexclusive permanent easement in, over, and under the Property to (a) survey, construct, use, maintain, repair, and replace water pipes, sewer pipes, cables, and telecommunications equipment and ancillary facilities and equipment by the Village and by ComEd, Nicor, and other providers approved by the Village (collectively "*Public Utilities*") and (b) for permanent access by the general public on, over, and through the Property ("*Public Access*") consistent with the Site Plan and subject to the terms of this Agreement (the "*Easement*").

Section 3. Restoration, Repair, and Maintenance.

A. Village Responsibility. The Village is responsible for restoration, repair, or maintenance of the Property related to work on the Property performed by the Village or a third-party approved by the Village. The Village will not be responsible for any restoration, repair, or maintenance of the Property until all construction of the Approved Development is completed. The Village also will not be responsible for any routine maintenance of the Property or for any restoration, repair, or maintenance required as a result of damage or work by anyone other than the Village or a third-party acting on behalf of and at the direction of the Village.

B. Work by Village after Completion of Approved Development. At the completion of any work performed by the Village or any third-party approved by the Village on the Property after completion of the Approved Development, the Village must promptly restore or cause to be restored the Property to the same or better condition existing prior to the work, at no cost to the Park District.

C. Quality, Cost of Work. The Village agrees that all work on the Property performed by it or others approved by it will be done in a good and workmanlike manner, all at no cost to the Park District.

D. Notice. The Village will coordinate with the Park District prior to performing any work or allowing any third party to perform any work, on the Property, except in the case of an emergency. In the case of an emergency, the Village must give the Park District prompt notice of the location and nature of the emergency and the scope of the work necessary to respond to the emergency.

Section 4. Insurance. The Village must cause the Property to be included within the Village's insurance coverage, including without limitation general liability insurance, and maintain that insurance coverage in effect throughout the life of the Easement.

Section 5. Indemnification and Defense. The Village shall indemnify and defend the Park District against all claims, demands, causes of action, suits, or losses or damages (collectively "*Claims*") that arise out of the acts or omissions of the Village or its authorized agents, servants, employees, or contractors related in any way to the Property. In addition, the Village shall indemnify and defend the Park District against any Claims of any third party related to the condition, use, or maintenance of Village utilities or ancillary facilities or equipment. The Village's duty to indemnify and defend the Park District does not extend to Claims arising out of acts or omissions of the Park District or its agents, servants, employees, or contractors.

Section 6. Use of Property. The Park District retains and has all rights to the use and occupation of the Property, except as herein expressly granted; provided, however, that the Park District's use and occupation of the Property must not interfere with the Village's use of the Property for the purposes herein described, and the Village's use of the Property must not interfere with the Park District's use of the Property for public access to Gordon Park consistent with the Site Plan.

Section 7. Liens. The Village must take all necessary action to keep the Property free and clear of all liens, claims, and demands, including without limitation mechanic's liens.

Section 8. Release. The parties acknowledge that the Easement is granted as a condition on the Village's approval of the Approved Development. If the Approved Development is not completed, then the parties will replace the Easement with an easement for the Public Utilities and Public Access in a form consistent with that circumstance.

Section 9. Covenants Running with the Land; Recording. The Easement and other rights granted in this Agreement and the authorizations, restrictions, and covenants contained in this Agreement are rights, authorizations, restrictions, and covenants running with the land. This Agreement and any amendment to this Agreement (see Subsection 11B) will be recorded against the Property and bind and inure to the benefit of the Park District and the Village and their successors and assigns.

Section 10. Validity. If any of the rights, authorizations, restrictions, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then those rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

Section 11. General Provisions.

A. Notices. All notices required or permitted to be given under this Agreement may be given by the parties by (1) personal delivery, (2) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon, or (3) deposit with a nationally recognized overnight delivery service, addressed as stated in this Subsection 11.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Village:

Village Manager
Village of La Grange
53 South La Grange Road
La Grange, Illinois 60525

If to the Park District:

Executive Director
Park District of La Grange
536 East Avenue
La Grange, Illinois 60525

B. Amendments. This Agreement may be amended only in writing and approved and executed by the Park District and the Village in accordance with all applicable statutory procedures. Any amendment to this Agreement must be recorded against the Property.

C. Non-Waiver. The Village and the Park District are under no obligation to exercise any of the rights granted to them in this Agreement. The failure of either of them to exercise at any time any right granted to them will not be deemed or construed to be a waiver of that right, nor will the failure void or affect that party's right to enforce that right or any other right.

D. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, then the remaining part of that provision and the remaining provisions of this Agreement will not be affected, impaired, or invalidated thereby, but instead will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the enforceability of that provision in any other situation.

E. Entire Agreement. This Agreement and its attachments constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the matters addressed in this Agreement.

F. Interpretation. This Agreement should be construed without regard to who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement should be construed as though the Village and the Park District participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party thus is not applicable to this Agreement.

G. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person may be made, or be valid, against the Village or the Park District.

IN WITNESS WHEREOF the Village and the Park District have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

VILLAGE OF LA GRANGE

PARK DISTRICT OF LA GRANGE

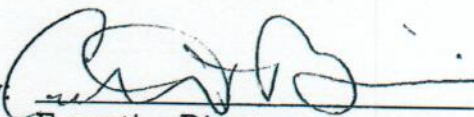
By: _____
Village President

By: Mary Ellen Benicook
Board President

Attest:

Attest:

By: _____
Village Clerk

By: 
Executive Director

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that _____, personally known to me to be the Village President of the Village of La Grange, an Illinois municipal corporation, and _____, personally known to me to be the Village Clerk of the Village, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the Village President and Village Clerk, they signed and delivered the Agreement, pursuant to the authority given by the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this ____ day of _____ 2018.

Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the President of the Board of Commissioners of the Park District of La Grange, an Illinois municipal corporation, and _____, personally known to me to be the Executive Director of the Park District, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the Board President and Executive Director, they signed and delivered the Agreement, pursuant to the authority given by the Park District, as their free and voluntary act and as the free and voluntary act and deed of the Park District, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this ____ day of _____ 2018.

Notary Public

EXHIBIT A
To Easement Agreement Between The Village Of La Grange And The Park District Of La
Grange For Access To The Shawmut Avenue Extension

Legal Description

Lot 1 in Shawmut Avenue Addition No. 2, a subdivision of a part of vacated Shawmut Avenue (Vacated by Document 17706352) and parts of Blocks 2 and 3 in Shawmut Avenue Addition to La Grange, a subdivision in the North half of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded March 14, 2013 as Document 1307339074, in Cook County, Illinois.



Doc#: 1307535076 Fee: \$126.00
Editor: A. Varkovych-Recall Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/11/2016 10:00 AM



7-C. 9

EXHIBIT B
To Easement Agreement Between The Village Of La Grange And The Park District Of La
Grange For Access To The Shawmut Avenue Extension

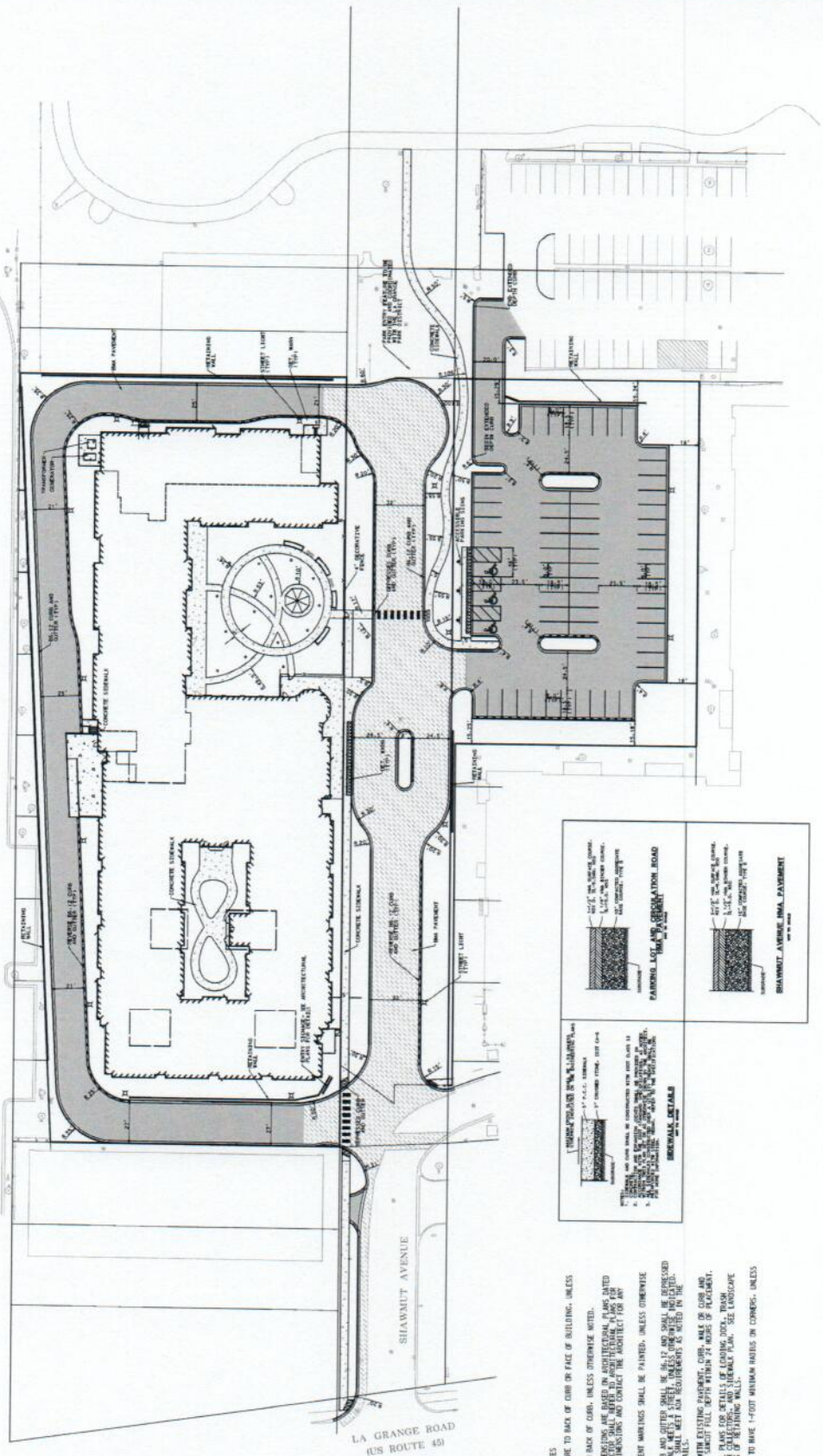
Site Plan

(see attached)

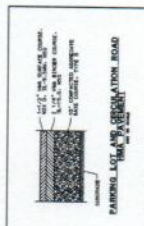


LEGEND

	HMA PAVEMENT
	CONCRETE SIDEWALK
	CONCRETE APRON
	HMA PAVEMENT



- SITE PLAN GENERAL NOTES**
1. ALL DIMENSIONS ARE TO BACK OF CURB OR FACE OF BUILDING, UNLESS OTHERWISE NOTED.
 2. ALL RIGHTS ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.
 3. ALL BUILDING DIMENSIONS ARE BASED ON ARCHITECTURAL PLANS DATED 08/20/18. ANY CHANGES TO THE BUILDING DIMENSIONS MUST BE NOTED ON THE ARCHITECTURAL PLANS AND THE ARCHITECT MUST BE CONTACTED FOR ANY CHANGES.
 4. ALL DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.



7-C. 11

 Mackie Consultants, LLC 333 West Wacker Drive, Suite 500 Rosemont, IL 60018 (847) 995-1400 www.mackieconsultants.com	 Pathway Senior Living 333 West Wacker Drive, Suite 1010 Rosemont, IL 60018 (847) 995-1400 www.pathwayltd.com	CLIENT: OPUS DESIGN BUILD, L.L.C. 9700 W. HOGANS ROAD, SUITE 800 ROSEMONT, IL 60018 630.769.4444 WWW.OPUS-GRUP.COM	DESIGNED: STAFFOR DATE: 07/20/18	STATION: R01 DATE: 07/20/18	SHEET: 1 OF 1 PROJECT NUMBER: 2808 STATIONING: 0+00 TO 0+100
			SCALE: 1" = 30'	DATE: 07/20/18 REVISION: 01 REVISION: 02	DATE: 07/20/18 REVISION: 01 REVISION: 02