

THIS SPACE FOR CLERK'S USE ONLY
RESOLUTION NUMBER R2022-02____

A RESOLUTION ACCEPTING AN
EASEMENT AGREEMENT FOR UPTOWN SIGNAGE

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: That an Easement Agreement for signage, attached hereto and made a part hereof, granting to the Village of Arlington Heights an easement along Palatine Road at the southeast corner of Willow Park, 1214 E Palatine Rd, Arlington Heights, Illinois, be and is hereby approved and accepted.

SECTION TWO: The Village Manager is hereby authorized and directed to execute said easement agreement, which shall be attested by the Village Clerk, on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law and shall be recorded by the Village Clerk in the Office of the Cook County Clerk.

AYES:

NAYS:

PASSED AND APPROVED this 1st day of August, 2022.

ATTEST:

Village President

Village Clerk

**This Document Prepared by
and after Recording Return
To:**

Hart M. Passman
Elrod Friedman LLP
325 N. LaSalle St., Suite 450
Chicago, IL 60654

Above Space for Recorder's Use Only

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is dated as of the 1st day of August, 2022, and is by and between **ARLINGTON HEIGHTS PARK DISTRICT, an Illinois park district and unit of local government**, and the record title owner of the property located at 1214 E Palatine Rd, Arlington Heights, Illinois ("**Owner**"), and the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois home rule municipal corporation ("**Village**").

WITNESSETH:

WHEREAS, the Owner is the owner of certain real estate located in the Village of Arlington Heights, County of Cook, State of Illinois, and legally described in **Exhibit A** attached to this Agreement ("**Property**"); and

WHEREAS, the Village desires to install, operate, and maintain gateway signage and related improvements (collectively, the "**Signage Improvements**") in, upon, over, under, through, along, and across that portion of the Property legally described in **Exhibit B** attached to this Agreement ("**Easement Premises**"); and

WHEREAS, the Owner and the Village desire to enter into this Agreement in order to provide easements over the Easement Premises to the Village for the installation, operation, and maintenance of the Signage Improvements;

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Village agree as follows:

SECTION ONE. **RECITALS.** The foregoing recitals are fully incorporated into this Agreement.

SECTION TWO. **GRANT OF EASEMENT.** Subject to the terms and conditions of this Agreement, the Owner hereby grants to the Village a perpetual, non-exclusive easement ("**Easement**") to survey, construct, reconstruct, lay, use, operate, maintain, test, inspect, repair, replace, renew, and remove the Signage Improvements in, upon, over, under, through, along, and across the Easement Premises (the "**Work**"), together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and the Property necessary for the exercise of the rights granted pursuant to the Easement and this Agreement.

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SECTION THREE. CONTENTS OF GATEWAY SIGNAGE. The Village agrees that all signs installed as part of the Signage Improvements may only relate to Village and civic purposes and shall be consistent in all respects with the Village of Arlington Heights Sign Installation Request dated August 20, 2021 and approved by the Owner's Board of Park Commissioners on September 10, 2021.

SECTION FOUR. PERFORMANCE OF THE WORK. The Village agrees that all Work will be performed and completed in a good, safe, and workmanlike manner, in accordance with all applicable statutes, ordinances, codes, rules and regulations applicable thereto, all at the expense of the Village. The Village further agrees that the Work must be performed and completed in a manner that does not interfere with access to, or operation of, the Property. The Village shall deliver not less than two (2) business days prior written notice to Owner of any intended entry upon the Property to perform any Work, and Owner shall have the right to have a representative present during the performance of any such Work.

SECTION FIVE. RESTORATION. After completion of any Work by the Village, its authorized agents, servants, employees, or contractors, the Village agrees to reasonably restore the Easement Premises to a condition of good repair.

SECTION SIX. INSURANCE AND INDEMNIFICATION.

A. The Village, at its sole cost and expense, shall keep in full force and effect at all times during this Agreement commercial general liability insurance, including contractual liability coverage, Workers' Compensation insurance, and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to Owner, but, in any event, not less than the coverages and amounts set forth in Exhibit C. The minimum insurance coverage specified in this Section 6 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Village shall name the Owner, its elected and appointed officials, officers, employees, agents, and volunteers as an additional insured on any such insurance, and shall provide Owner with a copy of a Certificate of Insurance and Additional Insured Endorsement evidencing same prior to commencing any work or activity on the Property, and said insurance shall not be modified, terminated, canceled or not renewed without at least thirty (30) days advanced written notice to the Owner.

B. In addition to, and in furtherance and not in limitation of, Village's insurance obligations set forth above, and at no cost to Owner, Village shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement to obtain and keep in full force and effect for so long as any claim relating to the Signage Improvements legally may be asserted, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as provided in Exhibit C attached hereto and incorporated herein by reference, and to otherwise comply with all other requirements set forth therein. Village shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement to defend, indemnify and hold harmless Owner in accordance with and as more fully set forth in Subsection D of Exhibit C attached hereto.

C. The Village shall defend, indemnify and hold harmless Owner, and its elected and appointed officials, officers, employees, agents, and volunteers against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees, suffered, incurred or sustained by any such indemnified persons, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from, the exercise by Village, its employees, agents, or contractors, or any other person acting on its or their behalf, or with its or their authority or permission, of the rights and privileges granted Village under this Agreement. Village shall similarly defend, indemnify and hold harmless Owner against and from any and

all claims, losses, costs, damages and expenses, including without limitation reasonable attorneys' and paralegal fees, suffered, sustained or incurred by Owner as a result of Village's breach of any provision of this Agreement or otherwise incurred by Owner in enforcing the terms of this Agreement provided however, that this Section 6 will not apply to the extent that any such claims, cause of action, suits, damages, or demands arise as a result of the negligence or willful misconduct of the Owner.

SECTION SEVEN. LIENS. The Village hereby represents and warrants to the Owner that it will take all necessary actions to keep all portion of the Easement Premises and the Property free and clear of all liens, claims, demands, or encumbrances, including, without limitation, the lien of all mortgages, mechanics' lien claims, security agreements, and assignments of rents and leases, in connection with any Work performed on, or use of, the Easement Premises.

SECTION EIGHT. RESERVED RIGHT. The Owner hereby reserves the right to use the Easement Premises and the Property in any manner that will not prevent or interfere in any way with the exercise by the Village of the easement rights granted pursuant to this Agreement; provided, however, that the Owner may not: (1) permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises or the Signage Improvements; (2) permit the Easement Premises or the Signage Improvements to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever; or (3) engage in any construction, excavation or landfill activities that may cause damage to the Easement Premises.

SECTION NINE. COVENANTS RUNNING WITH THE LAND. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, are to be recorded against the Property and are binding upon and inure to the benefit of the Owner and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, 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 such easements, 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 TEN. ASSIGNMENT OF RIGHTS. The Easement and associated rights granted under the terms of this Agreement shall be used and enjoyed solely by Village and its duly authorized agents, representatives, employees, contractors, subcontractors, material suppliers, successors or assigns, and Village shall not assign its easement rights in whole or in part to any other person or entity without the prior express written consent of the Owner.

SECTION ELEVEN. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 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 of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, IL 60005
Attention: Director of Community Development

with a copy to: Elrod Friedman LLP
325 N. LaSalle St., Suite 450
Chicago, IL 60654
Attention: Hart M. Passman

If to Owner: Carrie Fullerton
Executive Director of Arlington Heights Park District
410 N. Arlington Heights Road
Arlington Heights, IL 60004

with a copy to: Tressler LLP
233 S. Wacker Drive, 61st Floor
Chicago, IL 60606
Attention: Andrew S. Paine

B. Amendment. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

C. Authority to Execute. The Village hereby warrants and represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by the Village. The Owner hereby warrants and represents to the Village that: (i) the Owner is the record and beneficial owner of fee simple title to the Property; (ii) the Owner has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement; (iii) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (iv) to Owner's knowledge, neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which the Owner or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property are subject.

D. Recording. The Village will record this Agreement against the Property and the easement premises with the Office of the Cook County Recorder of Deeds promptly following the full execution of this agreement by the parties.

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

F. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement will not be affected, impaired, or invalidated thereby, but 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.

G. Entire Agreement. This Agreement 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 Easement granted pursuant to this Agreement.

H. Interpretation. This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this agreement. Moreover, each and every provision of this Agreement is to be construed as though all parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

I. 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 Owner.


J. Survival. All representations and warranties contained herein will survive the execution and recordation of this agreement and are not to be merged.

K. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one (1) and the same instrument.

[Remainder of page left intentionally blank - Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

By: Arlington Heights Park District

By: 
Name: Carrie Fullerton
Its: Executive Director

ATTEST:

By: _____
Rebecca Hume
Village Clerk

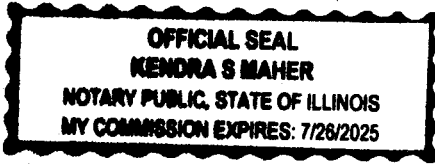
VILLAGE OF ARLINGTON HEIGHTS, an
Illinois home rule municipal corporation

By: _____
Randall Recklaus
Village Manager

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I certify that I know or have the satisfactory evidence that Carrie Fullerton, the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Arlington Heights Park District, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 12 day of July, 2022.



Notary Public Kendra S. Maher
My Commission expires 7/26/2025

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2022, by Randall Recklaus, the Village Manager of the Village of Arlington Heights, an Illinois home rule municipal corporation, and by Rebecca Hume, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2022.

Signature of Notary

SEAL

My Commission expires: _____

Exhibit A

Legal Description of the Property

Lot 24 in Willow Place Unit Number 1, being a Subdivision of part of the East ½ of the South East ¼ of Section 17, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 03-17-401-024-0000

Commonly known as: 1214 E. Palatine Road, Arlington Heights, Illinois.

Exhibit B

Description of the Easement Premises

The easement consists of a 25' by 50' area just north of Palatine Road in the southeast corner at 1214 E. Palatine Road, Arlington Heights, Illinois as depicted on the attached exhibits.

EXHIBIT D

INSURANCE REQUIREMENTS

A. Commercial General and Umbrella Liability Insurance

Village shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, and its elected and appointed officials, officers, employees, agents, and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by Owner shall be excess of the Village's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

B. Workers Compensation Insurance

Village shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

C. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Village shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Village's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Village or any of Village's employees, agents, contractors, or subcontractors from entering the Park Property or the Easement Premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A- VII using the most recent edition of the A.M. Best' s Key Rating Guide. If the Best' s rating is less than A- VII or a Best' s rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Village's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

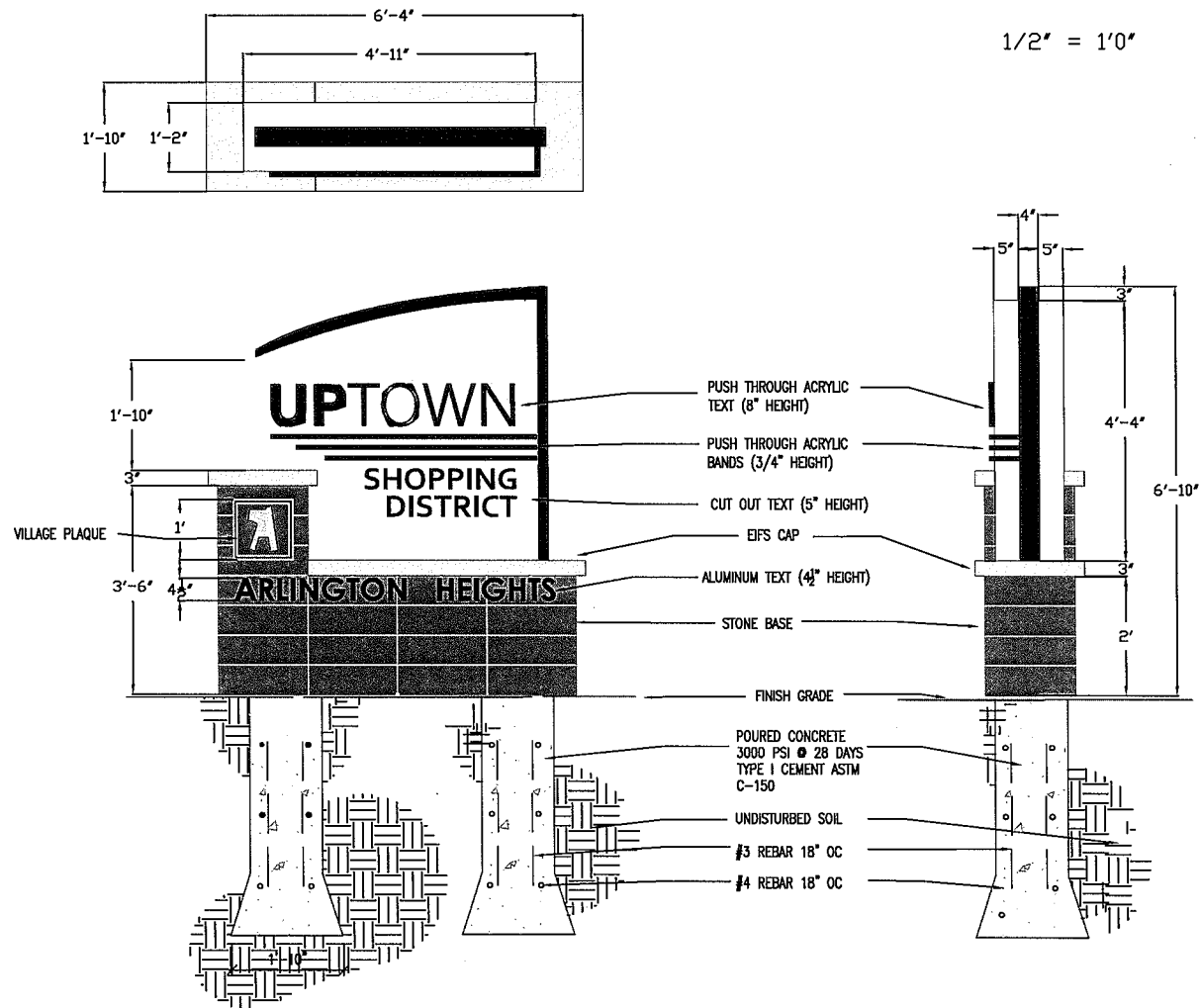
Village hereby represents to and covenants with the Owner that Village has and shall maintain (and encumber as necessary) adequate financial resources to cover and protect the Owner and its elected or appointed officials, officers, employees, agents, and volunteers with respect to any claim arising out of the activities to be conducted by or on behalf of Village on the Park Property that falls within a deductible or self-insured risk and is thereby not covered by insurance required to be provided under this Agreement.

4. Subcontractors

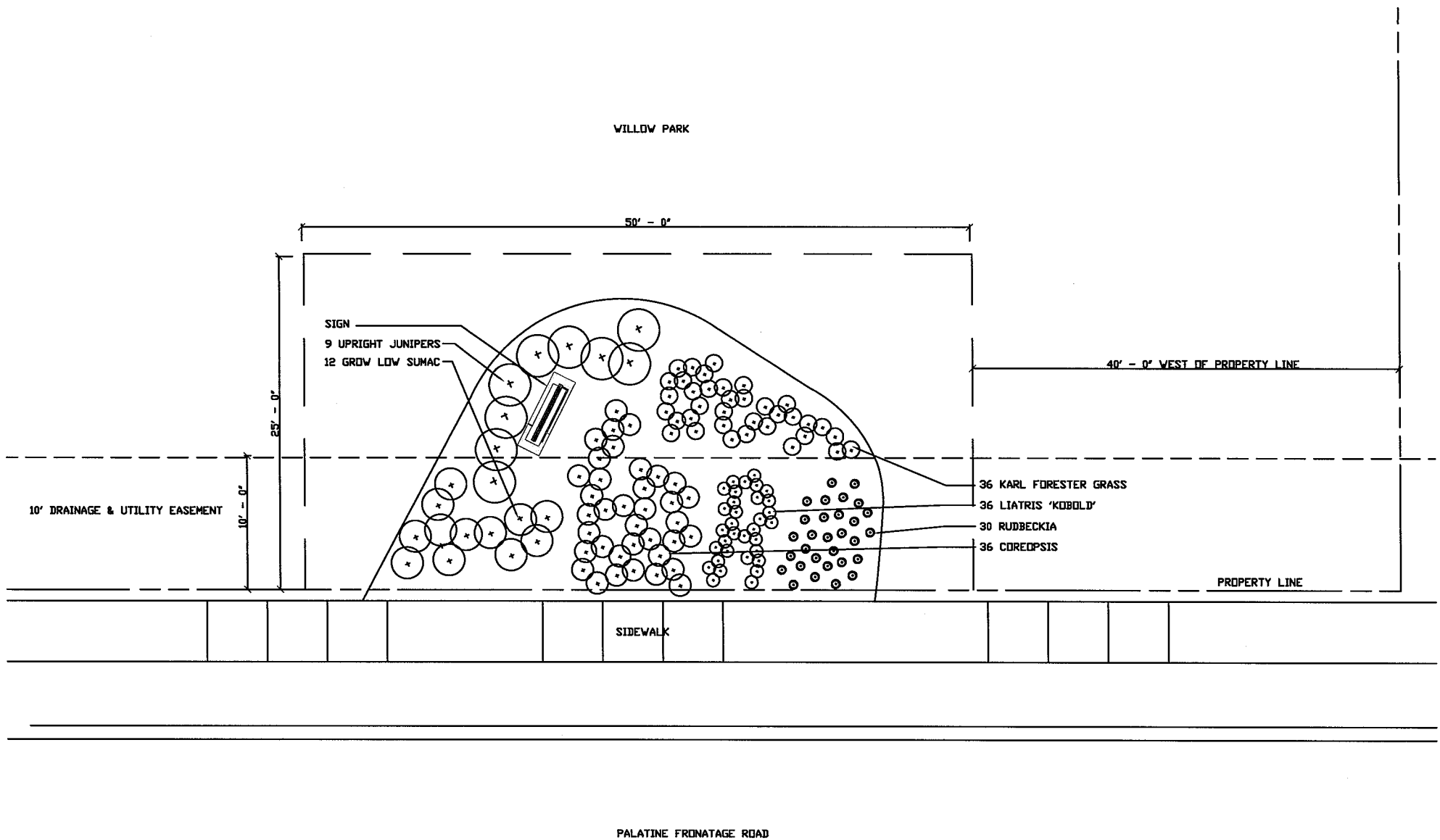
Village shall cause each contractor or subcontractor employed by Village to purchase and maintain insurance of the type specified above. When requested by the Owner, Village shall furnish copies of certificates of insurance and applicable policy endorsement evidencing coverage for each subcontractor.

D. Indemnification

To the fullest extent permitted by law, the Village shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Village's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Village, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Village shall similarly protect, indemnify and hold and save harmless the Owner and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Village's breach of any of its obligations under, or Village's default of, any provision of this Agreement or its contract with the Village.



Village of Arlington Heights - Uptown Shopping District



3. Village of Arlington Heights Uptown Shopping District - 1214 E. Palatine Road Scale: 1" = 10'-0"