

P.I.N.:

Address:

PREPARED BY:

LEGAL DEPARTMENT
CITY OF NAPERVILLE
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540

RETURN TO:

CITY CLERK
ATTENTION: T.E.D.
CITY OF NAPERVILLE
P.O. Box 3020
NAPERVILLE, IL 60566-7020

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS EASEMENT ENCROACHMENT AGREEMENT is entered into this ____ day of _____, 200__, between _____, owner(s) of the property commonly known as _____, Naperville, Illinois 605__, (“OWNER(s)”) and the City of Naperville, an Illinois Municipal Corporation, with offices at 400 South Eagle Street, P.O. Box 3020, Naperville, Illinois 60566-7020 (“CITY”).

WHEREAS, the OWNER(s) owns certain real property legally described as:

(“SUBJECT PROPERTY”)

WHEREAS, by plat of subdivision for the SUBJECT PROPERTY, the CITY OF NAPERVILLE has previously recorded its rights to a dedicated public right-of-way including the parkway adjacent to the SUBJECT PROPERTY; and

WHEREAS, the OWNER(s) desire to install a DRIVEWAY APRON or SERVICE WALK constructed of an alternative paving material which will encroach on the CITY’S parkway on the SUBJECT PROPERTY; and

WHEREAS, the CITY has determined to allow the OWNER(s) to encroach on the CITY'S parkway subject to the terms and conditions of this Covenant.

NOW THEREFORE, in consideration for the CITY allowing the encroachment to continue in place and the premises and mutual promises contained herein, the OWNER(s) declare that:

1. The foregoing recitals are substantive and are incorporated by reference in this paragraph 1 as though fully set forth.

2. The CITY does hereby grant to the OWNER(s) a perpetual right to encroach upon said parkway to the extent depicted on Exhibit A, attached hereto and incorporated herein so long as the proposed improvements continue unimpaired upon the parkway.

3. The encroachment herein acknowledged does not under any circumstances abrogate or nullify the CITY's rights and interests in and to the dedicated public right-of-way, including the parkway.

4. The OWNER(s) shall retain all the risks and liabilities associated with encroaching on the CITY's parkway, including without limitation, the risk that the CITY may remove the driveway apron or service walk without any prior notice to the OWNER(s). The OWNER(s) shall be solely responsible for the CITY's cost to remove the encroachment to gain access to any of its public utilities in the easement for any purpose.

5. The CITY shall not be responsible for any costs incurred by the OWNER(s) to repair or replace the encroachment if it is damaged or destroyed by the CITY.

6. The OWNER(s) shall hold harmless, indemnify and defend the CITY from and against any and all liability, claims, demands, and causes of action arising out of or related to any loss, injury, death, or loss or damage to property resulting from the CITY'S use of the easement for any of its intended purposes.

7. The OWNER(s) shall hold harmless, indemnify and defend the CITY from and against any and all liability, claims, demands, and causes of action arising out of or related to any loss, injury, death, or loss or damage to property resulting from the OWNER(S)' construction of or use of the driveway apron or service walk.

8. The OWNER(s) have read and fully understand that this Agreement is an agreement to indemnify the CITY, its officials, agents, employees, and attorneys, and the OWNER(s) fully intend to be bound by the terms of this Agreement and that it shall further bind the OWNER(s)' assigns, heirs, executors or administrators.

