

RECREATIONAL PATH EASEMENT (R.P.E.) AND SIDEWALK EASEMENT (S.E.)
PROVISIONS

*For new developments, please use **paragraph A**. For retrofit or new sidewalk projects that require a new easement please use **paragraph B**. The remainder of the document will be the same for both uses, please use **Common Language**.*

PARAGRAPH A: A perpetual easement is hereby reserved for and granted to the City of Batavia, (GRANTEE) an Illinois municipal corporation, and its successors and assigns for the installation, construction, reconstruction, replacement, alteration, enlargement, operation, inspection, repair, maintenance, relocation, renewal and removal of a recreational path upon, along, across and over the areas described herein and hereon identified as “Recreational Path Easement” or “R.P.E.” for the use and enjoyment of the general public; together with the right to enter upon the property with such personnel and equipment as may be deemed necessary for all such uses and purposes.

PARAGRAPH B: A perpetual easement is hereby reserved for and granted to the City of Batavia, an Illinois municipal corporation (and its successors and assigns) (GRANTEE) and _____ **GRANTOR**, (“Grantor”) with a legal address of _____ described herein and hereon identified as “Sidewalk Easement” or “S.E.”. The Grantor is the Owner of the granted property which is described in **Exhibit A** (legal description) attached hereto and incorporated herein by this reference (the “Property”). The Property contains or will contain a sidewalk for pedestrian usage as depicted on **Exhibit B** (graphical drawing/survey), attached hereto and incorporated herein by this reference (the “Sidewalk”). Grantee is responsible for maintaining the Sidewalk in working condition and in good repair in accordance with applicable City standards.

COMMON LANGUAGE: The Grantor hereby grants to the Grantee a perpetual easement to enter, re-enter, and use the Property to use, occupy and access the property for public usage; and to perform any other acts necessary to protect the property from damage.

The Grantee shall have and exercise the right to ingress and egress in, to, over and across the Property for any lawful purpose needed for the full enjoyment of the rights granted by Grantor to the Grantee hereunder. The Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant herein contained.

In the event the Grantee deems it necessary to enter the Property for inspection or to perform maintenance or repair activities, the Grantee shall use its best efforts to notify Grantor and coordinate its activities with Grantor. However, the Grantee reserves the right to enter the Property without notice to Grantor in the event of an emergency. The Grantor shall not install or permit the installation of any fence, wall, structure (above or below ground) or landscaping that would hinder the operation of the easement or in any way impair the Grantee’s right of access pursuant to this easement.

Grantor warrants that it has the full right and legal authority to make the grant of this easement. Except as otherwise expressly provided herein, all provisions in this Easement, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and insure to the benefit of the respective successors and assigns of the parties hereto. The Grantee shall record this Easement in timely fashion in the official records of Kane County, and may re-record it at any time as may be required to preserve its rights in this Easement.

This Easement shall be governed by the laws of the State of Illinois, and any legal action concerning the provisions hereof shall be brought in the County of Kane, State of Illinois. This Easement may only be modified upon written agreement by the parties. Except as may be expressly provided herein, there are no intended third-party beneficiaries to this Sidewalk Easement.