

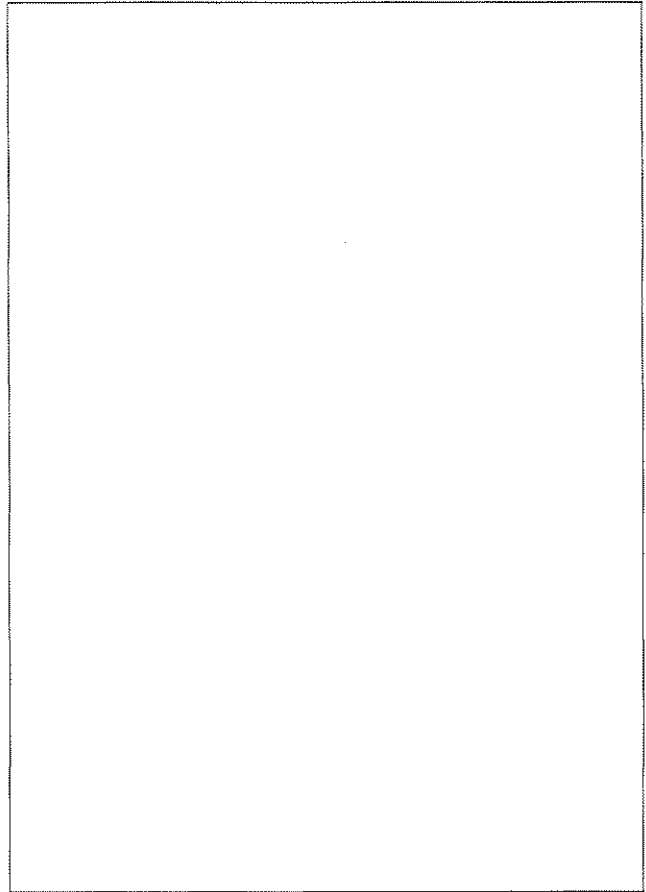
AFTER RECORDING RETURN TO:

City of Warrenville
28 W 701 Stafford Place
Warrenville, Illinois 60555
c/o Community Development Director

*Revocable Right-of-Way Permit and
Covenant Agreement # _____*

Property Address:

P.I.N. _____



**CITY OF WARRENVILLE
REVOCABLE RIGHT-OF-WAY PERMIT AND COVENANT AGREEMENT**

THIS REVOCABLE RIGHT-OF-WAY PERMIT AND COVENANT AGREEMENT (the "Agreement") is made and entered into by and between the legal title owner (the "Owner") of the property legally described below (the "Property") and the City of Warrenville (the "City") pursuant to Section 7-2-2.D of the City of Warrenville City Code, entitled "Revocable Right-of-Way Permits."

WITNESSETH:

1. The Property which is subject to the terms, conditions and provisions of this Agreement is legally described as follows:

Legal Description:

P.I.N. No.:

Common Address:

2. The Owner or the authorized representative of the Owner has herein applied for a Revocable Right-of-Way Permit for permission and authority to occupy, and to do certain work herein described on and/or in the City of Warrenton owned right-of-way known as _____, and located adjacent to the Owner's property. The work is described in detail below and/or on the sketch or plans attached hereto as Exhibit A (please submit three (3) complete sets of this application and all plans/sketches to the City of Warrenton Community Development Department at 3S258 Manning Avenue): _____

3. The work authorized by this Agreement shall be completed within _____ days after the date of approval by the City; otherwise the Agreement will be considered null and void. This Agreement covers the operation and presence of specified equipment, material or facility on the right-of-way which may be related to the authorized work and authorizes specific structures and facilities to remain in the City's right-of-way upon satisfactory completion of the work.

4. Nothing in this Agreement shall be construed to constitute a dedication of any portion of the structures and facilities installed or constructed in the City's right-of-way pursuant to this Permit to, or an acceptance thereof by, the City.

5. This Agreement is subject to and includes the conditions and restrictions outlined herein, which are agreed to by the Owner. The agent and person signing this Agreement represent(s) and warrant(s) to the City that he/she is authorized to sign this application and bind the Owner to the following conditions:

- A. Owner agrees and acknowledges that the Agreement issued hereunder is revocable and grants the Owner the permission to perform certain work in right-of-way under the jurisdiction of the City and to thereafter maintain at the sufferance of the City any structures or facilities which are specifically authorized by this Agreement to be in, on, under or over the City's right-of-way. The Owner expressly acknowledges that the City has reserved the right to require the Owner or Owner's successors or assigns at Owner's sole expense, to remove any and all structures or facilities from the City's right-of-way. In the event that Owner fails to remove the structures and facilities upon request, the City may remove same and charge the Owner with any and all costs and expenses which the City has incurred or may incur in connection with such removal, relocation, repair, etc. Any costs which the Owner has incurred in connection with the purchase of any facilities or structure is Owner's sole and exclusive responsibility, and the Owner acknowledges that it has no right to just compensation or any other form of reimbursement or monetary

damages should the City elect, at its sole and exclusive option, to require the removal of any structures or facilities from the City's right-of-way.

- B. The Owner represents all parties in interest and shall furnish materials, do all work, pay all costs and shall in a reasonable length of time restore the damaged portions of the right-of-way to a condition similar or equal to that existing before the commencement of the described work, including any seeding or sodding necessary.
- C. The proposed work shall be located and constructed to the satisfaction of the Public Works Superintendent or his duly authorized representative. No revisions or additions shall be made to the proposed work on the right-of-way without the written permission of the Public Works Superintendent or his duly authorized representative.
- D. The Owner shall at all times conduct the work in such a manner as to minimize the hazards to vehicular and pedestrian traffic. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the Owner and Owner shall comply with all federal, state and local regulations or requirements applicable to the work.
- E. The Owner agrees to and shall indemnify and hold harmless the City of Warrenton, its officials, officers, employees, agents, volunteers, from and against any and all claims, actions, losses, damages, expenses, reasonable attorneys' fees, costs and expenses of litigation and investigation, for death, personal injury, property damage, claims arising out of the environmental laws or regulations, and any claim or action of any kind, arising out of or related to the project or work contained in and authorized by this Agreement. This includes, by way of example and not by way of limitation, any and all claims for just compensation, property damage to any structure or facility authorized by this Agreement to be maintained in the City's right-of-way, or any claim of loss of use of the right-of-way by Owner.
- F. The Owner shall not trim, cut or in any way disturb any trees or shrubbery in or along the right-of-way without the approval of the Public Works Superintendent or his duly authorized representative.
- G. The City reserves the right to cause the Owner to make such changes, additions, repairs, alterations, relocations or removals to or of the facilities or structures or any appurtenances thereto, located on the City's right-of-way, as from time to time may be considered necessary by the City in its sole and exclusive discretion, for such purposes as the City may determine, including, but not limited to, any relocation, reconstruction, widening or maintaining of the roadway or any franchise utilities.
- H. The Owner, upon written request by the Public Works Superintendent or the Community Development Director, shall perform such changes, additions, repairs, alterations, relocations or removals to or of the structures or facilities, without expense to the City. Should the Owner fail to make satisfactory arrangements to comply with any such request by the City within a reasonable period of time, the City reserves the right to make such changes, additions, repairs, alterations, relocations, or removals as the City, in its

sole discretion, determines appropriate, and the Owner agrees to pay any and all costs incurred by the City in connection with same.

- I. This Agreement is effective only as to the right-of-way under the jurisdiction of the City, and Owner shall secure any and all necessary authorizations or permits in order to comply with the provisions of any regulations of the State of Illinois, DuPage County, any other unit of local government, or any state or federal agency having any jurisdiction or authority over the structures or facilities or the right-of-way. Owner shall comply with each and every applicable statute or regulation relating to the construction or maintenance of any structures or facilities.
- J. Owner shall notify City prior to the start of any work by means of five (5) day advance written notice personally served on Public Works Superintendent.
- K. If the Owner and the Community Development Director cannot agree on whether the Agreement should be issued or on what conditions would be appropriate, in supplement to the standard conditions set forth herein the Owner may, within 30 days of the issuance of written notice by the Community Development Director, appeal the Community Development Director's determination to the office of the City Administrator. The decision of the City Administrator shall be final.
- L. Other: _____

6. The conditions and restrictions of this Agreement shall run with the Property and shall be binding upon and inure to the benefit of the Owner of the Property, the Owner's successors, assigns and grantees, and all parties claiming by through and under them. Enforcement of the provisions of this Agreement may be sought by the City, by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision of the Agreement, either to restrain violation, to compel affirmative action, or to recover damages and, in the event the City is the prevailing party, the City shall be entitled to recover its attorney's fees and costs. The foregoing enforcement remedy shall be in addition to any fines or penalties provided by law, including Section 7-2-2 L. of the Warrenville City Code.

7. This Agreement will become a permanent record in the file maintained by the Property and shall be recorded, at the expense of the Owner, against the Property in the Office of the DuPage County Recorder of Deeds.

8. Any notice to the Owner under this Agreement shall be given to the last name and address shown on the most recent real estate tax bill issued by the County Treasurer. Any notice to the City under this Agreement shall be given to:

City of Warrenville
28 W 701 Stafford Place
Warrenville, IL 60555
Attention: Community Development Director

9. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed by their duly authorized officials.

Address:

Owner

P.I.N. No. _____

Address:

Owner

P.I.N. No. _____

CITY OF WARRENVILLE:

By: _____
Community Development Director

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that _____ (Owner), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20__.

My Commission expires: _____

Notary Public

