

Exhibit A

EASEMENT AGREEMENT

After recording mail to:

City of Aurora Law Department  
44 East Downer Place  
Aurora, IL 60507

This **Easement Agreement** made this \_\_\_\_ day of May, 2016 between the **City of Aurora**, a municipal corporation, with offices located at 44 East Downer Place, Aurora, Illinois 60507 (“Grantor”) and, **J.T.E. Family Properties LLC**, a limited liability corporation, the owner of 1032 Prairie St, Aurora, Illinois 60506 (“Grantee”).

The Grantee is the fee simple owner of the parcel of land commonly known as 1032 Prairie Street, Aurora, Illinois, with formal legal identification as follows:

PERMANENT INDEX NO(s):        15-29-226-009, 15-29-226-011 AND 15-29-226-012

PROPERTY ADDRESS:            1032 Prairie Street, Aurora, Illinois 60506

LEGAL DESCRIPTION:           See Attached Exhibit “1” – Plat of Easement

Grantee’s aforesaid property adjoins at the east with Hartford Avenue at its intersection with Prairie Street. Grantee is remodeling an existing building and installing several site improvements. The site improvements include expanding the parking lot east and said improvements will encroach into the Hartford Avenue public right-of-way. Said encroachment into the Hartford Avenue right-of-way is intended to accommodate parking stalls of sufficient size for the benefit of said property.

The Grantor has agreed, in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt of which by the Grantor is hereby acknowledged, to grant to the Grantee an Easement over said right-of-way for the construction, maintenance and use of the parking stalls in the area of the right-of-way over Hartford Avenue, as more fully set forth on the attached Exhibit “1” (“Easement Area”).

For said valuable consideration, the Grantor hereby grants to the Grantee, its heirs, executors and assigns, full and free right and authority over and upon the Easement Area for the uses above stated in the Easement Area as set forth on the attached Exhibit “1” only.

The Grantee covenants with the Grantor that Grantor shall be responsible for all costs for the installation and construction of all right of way improvements along Hartford, including landscaping, and that Grantee shall be responsible for all costs for the installation and construction of all parking lot improvements from the back of the parking lot curb and in to the parking lot. Further, Grantee covenants with the Grantor that it and its heirs, executors, assigns or successors in interest shall be responsible for all on-going maintenance and use of the parking stalls in said Easement Area and

shall keep said area in a neat, clean and orderly condition and in good repair and shall return the Easement Area to its original condition upon discontinuing said use. Grantee agrees to hold the City harmless from any and all claim, loss, cost or damage that may arise in connection with this Easement or the use of the Easement Area by the Grantee, its agents, employees, guests, assignees or any other person using the Easement Area for any purpose. Grantee shall maintain, at its expense, public liability and property damage insurance policies covering the Easement Area, and said improvements and shall provide the Grantor with a copy of a continuing public liability and property damage insurance policy covering both the Grantee and Grantor as named co-insured with limits of not less than \$1,000,000.00 for injury to any one person and \$500,000.00 for property damage for any one occurrence. Grantee agrees that all policies of insurance shall provide primary coverage to Grantor and any of Grantor's Insurance shall be secondary and non-contributing. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Grantor. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". Upon execution of this Easement Agreement, the Grantee shall provide a Certificate of Insurance naming the City/Grantor as primary, non-contributory additional insured as provided herein. If requested, the Grantee will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of any request.

All terms, covenants and conditions contained herein shall continue and bind all successors in interest of the Grantee.

**IN WITNESS WHEREOF**, the parties have signed the day and year first written above.

**CITY OF AURORA ILLINOIS,**  
A municipal corporation

By: \_\_\_\_\_  
Thomas J. Weisner  
Its: Mayor

ATTEST: \_\_\_\_\_  
Wendy McCambridge  
Its: City Clerk

**J.T.E. Family Properties LLC,**  
A limited liability corporation

By: \_\_\_\_\_  
Its: Managing Member

ATTEST: \_\_\_\_\_  
Its: Manager

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF KANE        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Weisner, Mayor and Wendy McCambridge, City Clerk, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_ day of March, 2016.

\_\_\_\_\_  
Notary Public

IT WITNESS WHEREOF, the Grantee has signed the day and year first written above.

GRANTEE:

By: \_\_\_\_\_ *Michael Pavlakis*  
                                  *JTE Family Properties LLC Series E*

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF KANE        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Pavlakis, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 30<sup>th</sup> day of March, 2016.

\_\_\_\_\_  
Notary Public

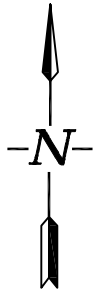


PREPARED BY & RETURN TO:

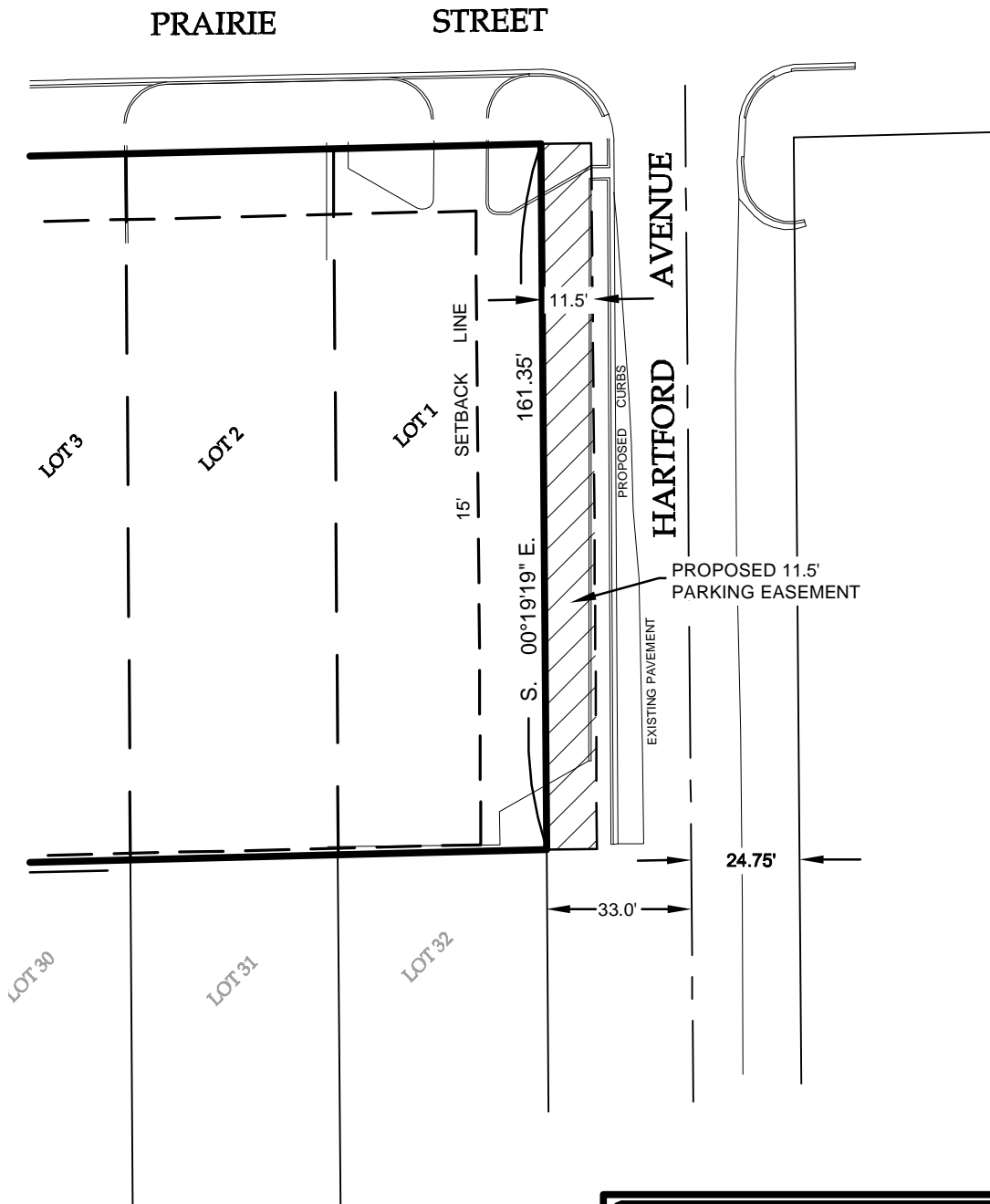
City of Aurora Law Department  
44 East Downer Place  
Aurora, IL 60507

# EXHIBIT "1"

THE WESTERLY 11.5 FEET OF HARTFORD AVENUE LYING  
EASTERLY OF AND ADJACENT TO LOT 1 IN BLOCK 6 OF HERCULES  
PARK ADDITION TO AURORA, IN THE CITY OF AURORA, KANE  
COUNTY, ILLINOIS.



Scale: 1" = 40'



|             |  |                             |
|-------------|--|-----------------------------|
| <b>rbac</b> | <b>RB &amp; ASSOCIATES<br/>CONSULTING, INC</b> |                             |
|             | 4 W MAIN STREET<br>PLANO, IL 60545             | DESIGN FIRM #<br>184-004475 |