

ACCESS
EASEMENT
AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (“Easement Agreement”) is made as of this ____ day of _____ 2026, by and between the **VILLAGE OF POPLAR GROVE**, an Illinois Municipal Corporation and Body Politic, located at 200 Hill Street, Poplar Grove, Illinois 61065 (hereinafter referred to as “Grantor”), and **ARTURO TORRES BARAJAS and ZULMA RODRIGUEZ**, (hereinafter collectively referred to as “Grantee”). Grantor and Grantee are at times herein referred to collectively as the "Parties".

RECITALS

- A Grantor owns the real property commonly known as Veteran’s Park, with address 101 North State Street, Poplar Grove, Illinois 61065, PIN 03-24-276-011, and legally described on **Exhibit A**, attached hereto and incorporated herein (the “Grantor Parcel”).
- B. The Grantee is the owner of the real property commonly known as 105 North State Street, Poplar Grove, Illinois 61065, with PIN 03-24-276-010, located directly north of and adjacent to the Grantor Property (“Grantee Parcel”).
- C. There is a driveway located on the northern most portion of the Grantor Parcel and adjacent to the Grantee Parcel, which is utilized for vehicular and pedestrian purposes.
- D. The Grantee has requested that Grantor grant an access easement to the Grantee over said driveway to allow for vehicular and pedestrian ingress/egress and access

purposes by the Grantee (“Easement Area”). The Easement Area is legally described and depicted in **Exhibit B**, attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the execution of this Agreement by the Parties hereto, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is agreed as follows:

1. **Recitals.** The above recitals are hereby incorporated herein and made a part hereof.
2. **Access Easement.** Grantor hereby grants to the Grantee, its employees, agents, contractors, legal representatives, successors, assigns, tenants, guests, and invitees, a permanent, perpetual, nonexclusive easement over the Easement Area depicted in **Exhibit B**. The easement across the Easement Area shall be for the benefit of the Grantee Parcel for vehicular and pedestrian ingress/egress and access purposes, and any other purpose appurtenant thereto. As a part of the grant of the easement, neither Grantee nor Grantor shall place, erect or install any objects within the Easement Area so as to restrict the use of the Easement Area for vehicular and pedestrian access and ingress/egress by the Grantee, and its employees, agents, contractors, legal representatives, successors, assigns, tenants, guests, and invitees, and Grantor shall not close or barricade the driveway access point from North State Street to the Easement Area, located on the east boundary lot line.
3. **Encumbrances.** The Grantee acknowledges that the easement granted herein is subject to all existing easements, restrictions and other matters of public record as of the date hereof. Notwithstanding the foregoing, Grantor represents and warrants to Grantee that neither the execution of this Easement Agreement nor the consummation of the terms and conditions contemplated herein will constitute a breach under any contract or agreement to which Grantor is a party or by which Grantor is bound or affected, or which affects the Easement Area, or any parts thereof.
4. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Grantee shall protect, indemnify, save, defend and hold harmless the Grantor from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney fees, which Grantor may become obligated by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, arising indirectly or directly in connection with or under, or as a result of the Grantee’s use of the easement granted herein.
5. **Reservation of Rights.** The Grantor reserves its respective right to any above-surface or subsurface use, provided that any use shall not obstruct or interfere with the Grantee’s reasonable use of the Easement Area.
6. **Maintenance and Repair.** The Parties agree that Grantee shall bear all costs and expense of maintaining the Easement Area in good repair and condition and in accordance with Village Code. Such repair and maintenance shall include, but not be limited to, keeping the Easement Area in good repair, snow removal, replacement and/or resurfacing, if necessary. The non-concrete driveway portions of the Easement Area shall only be for pedestrian use. There shall

be no vehicular use on the grass portion of the Easement Area. Grantee acknowledges and agrees that as a condition of the grant of this easement, Grantee shall not allow any vehicular driving or parking on any grass or non-paved portions of the Grantee Parcel.

7. **Damage.** Each Party agrees to exercise reasonable care in the use of the Easement Area so as not to cause more than normal wear and tear on the Easement Area. Any damage caused to the beyond normal wear and tear caused by a Party or by his or her guests or invitees shall be promptly repaired by that Party at his or her sole expense.

8. **Screening.** Grantee shall plant or cause to be planted a foliage barrier/screening along the southern border of the Easement Area to obstruct the view from the Grantor's Parcel of vehicles parked in the Easement Area. The barrier must be natural foliage to continue the natural park environment of the Grantor's Parcel. The Grantee shall be responsible for maintaining the foliage including tree trimming and any preservation or care necessary for the foliage.

9. **Insurance.** The Parties both agree to maintain commercial general liability insurance on and over the Easement Area and shall name each other as an additional insured on such policies. The Parties both shall present proof of insurance in the following amounts:

Commercial General Liability	\$1,000,000 / per occurrence
Commercial Aggregate Liability	\$2,000,000

10. **Covenants Running with the Land.** All of the provisions of this Easement Agreement are intended to be, and shall be construed as, covenants running with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective transferees, successors and assigns. This Easement Agreement may be signed in counterparts which, taken together, shall comprise the Easement Agreement.

11. **Modification.** This instrument and the easements granted herein may not be expanded or modified except by a further agreement in writing and in recordable form by the Parties hereto or their heirs, successors, transferees, or assigns.

12. **Recording.** This instrument shall be recorded with the Recorder's office of Boone County, Illinois.

13. **Attorneys' Fees.** In the event of breach of this Easement Agreement, the non-defaulting party shall have the right to receive from the defaulting party reimbursement for all costs and expenses (including attorney's fees) incurred by such non-defaulting party in instituting proceedings to enforce this agreement.

14. **Warranties of Title.** Grantor warrants that he/she/it has good and indefeasible fee simple title to the Easement Area, subject to existing easements for public roads, highways and public utilities.

15. **Construction.** The rule of strict construction does not apply to this grant. This

grant shall be given a reasonable construction so that the intention of the Parties to confer the permanent easement rights contemplated herein onto Grantee.

16. **Notice.** Either party may lodge written notice of change of address with the other. All notices shall be sent by U.S. mail to the addresses provided below and shall be deemed given when placed in the mail and addressed to the below addresses. The affidavit of the person mailing the notice shall be evidence of such mailing.

If to the Village/Grantor: Village of Poplar Grove
Attn: Village President
200 Hill Street
Poplar Grove, IL 61065

With copy to: Sosnowski Szeto, LLP
Attention: Aaron N. Szeto
6735 Vistagreen Way, Suite 300
Rockford, Illinois 61107

If to Grantee: _____

With Copies to: _____

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the day and year first above written.

GRANTOR:

THE VILLAGE OF POPLAR GROVE,
An Illinois Municipal Corporation and Body Politic

By: _____
Kristi Richardson, Village President

ATTEST:

By: _____
Karri Miller, Village Clerk

GRANTEE:

ARTURO TORRES BARAJAS

ZULMA RODRIGUEZ

STATE OF _____)

) ss.

COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT the above signed individuals, _____ and _____, are personally known to me to be the same persons whose name are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____ 2026.

Notary Public

Prepared by and Return to:
Aaron N. Szeto
6735 Vistagreen Way, Suite 300
Rockford, IL 61107
(815) 900-7272

EXHIBIT A
TO
EASEMENT AGREEMENT
(Legal Description of Grantor Parcel)

PIN No.: 03-24-276-011

Address: 101 North State Street, Poplar Grove, Illinois 61065

All of Lot Twenty-one (21) in Woodward's Addition to Town of Poplar Grove, as platted and recorded in the Recorder's Office of Boone County, Illinois in Book 43 of Deeds, page 581, excepting that part of said lot which lies North of a line drawn from a point on the West line of said lot which is Forty-three and one-half feet Northerly of the Southwesterly corner of said Lot to a point on the East line of said lot which is Sixty-six and one-half feet North from the Southeasterly corner of said lot. According to the surveyor's certificate of said addition, the East line of said lot is the middle of a North and South road Four rods wide not shown on plat. The East Two rods of said Lot is subject to said road (now street), as a public highway, situated in Boone County, State of Illinois.

EXHIBIT B
TO
EASEMENT AGREEMENT
(Legal Description and Drawing of the Easement Area)