

Authorization to Enter and Traverse Land

**AUTHORIZATION TO ENTER AND TRAVERSE LAND
FOR RESEARCH OF REQUESTED ZONING RELIEF
OR OTHER MATTERS**

This Authorization is dated as of the ____ day of _____, 20__ (the “Authorization”) by and between _____, (“Owner”) as Owner of the property located at _____, Highland Park, Illinois (“Subject Property”), and the CITY OF HIGHLAND PARK, an Illinois Municipal Corporation (the “City”).

SECTION ONE. GRANT OF AUTHORIZATION.

A. The Owner grants and conveys to the City, its employees, the City Council, and the members of the Zoning Board of Appeals, Plan Commission, Design Review Commission, Historic Preservation Commission, Lakefront Commission and/or other City Commissions _____ (collectively, “City Representatives”), authorization and a right to enter on, over, across, and upon the Subject Property, for the purpose of researching the requested relief for the Subject Property that is the subject of an application to the City for one or more of the following types of zoning relief: i) variation; ii) special use; iii) special exception; iv) conditional use; v) planned unit development; vi) amendment; vii) sign variance (collectively, “Zoning Relief”), and for other purposes incidental thereto (“Zoning Relief Research”). The Owner also grants the City Representatives with authorization and a right to enter on, over, across, and upon any property owned or controlled by the Owner that is located adjacent to the Subject Property, if any, for the purpose of providing access to the Subject Property for the Zoning Relief Research.

B. The Owner represents that it has the authority and power to grant this Authorization.

C. The Owner shall not take, or cause or permit any other party to take, any action that will impair, prevent, or prohibit the City Representatives’ use of the Subject Property for the purposes stated in this Authorization.

SECTION TWO. DUTY TO WARN.

The Owner shall notify the City Representatives of the presence of any items located on the Subject Property that require protection or may cause injury to the City Representatives.

SECTION THREE. INSURANCE AND INDEMNIFICATION.

The City agrees to indemnify and hold harmless the Owner from all claims, losses, or damages of any kind, including legal and other expenses incidental to the investigation, defense, and settlement of such claims or losses to the extent such claims or losses result on the Subject Property from either the negligent or willful acts or omissions of the City Representatives in performing the Zoning Relief Research.

SECTION FOUR. EXPIRATION.

This Authorization shall expire immediately upon the final action of the City in its consideration of the Zoning Relief requested on the Subject Property.

SECTION FIVE. NO OBLIGATION OF CITY.

The City Representatives shall be under no obligation to exercise any of the rights granted to any of them in this Agreement. The failure of the City Representatives, or any one of them, to exercise at any time any such right shall not be deemed or construed to be a breach of this Authorization, nor shall such failure void or affect the City Representatives’ right, or that of any one of them, to enforce such right or any other right.

OWNER

By: _____

CITY OF HIGHLAND PARK

By: _____

Director of Community Development or Designee