

This document prepared by:
E. Kenneth Friker
On Behalf of the Village of Orland
Park Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Ave. – Suite 10
Chicago, Illinois 60462

For Recorder's Use Only

**VILLAGE MONUMENT SIGN EASEMENT AGREEMENT
(14680 S. LAGRANGE ROAD)**

This EASEMENT AGREEMENT is made on this ___ day of _____, 2013, by and between BGP ORLAND PARK, LLC, an Illinois limited liability company (hereinafter referred to as "Grantor"), to the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (hereinafter referred to as "Village" or "Grantee").

WHEREAS, Grantor is the owner of real property located within the Village of Orland Park ("Grantor's Parcel") and legally described as:

PARCELS A & B IN COOPER SQUARE RESUBDIVISION OF LOTS 7 AND 8 IN COTTAGE HOMES SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED NOVEMBER 19, 2001 AS DOCUMENT NO. 0011088802 IN COOK COUNTY, ILLINOIS.

PIN: 27-09-220-056 and -057

Commonly known as: 14680 S. LaGrange Road, Orland Park, Illinois

WHEREAS, in connection with a condemnation by the Illinois Department of Transportation of a certain portion of Grantor's Parcel (the "Condemnation"), Grantee is required to remove the existing Village of Orland Park Identification Monument sign (the "Existing Sign")

WHEREAS desires to replace the Existing Sign with a new sign (the "New Sign") to be placed on another portion of Grantor's Parcel;

WHEREAS, in order to place the New Sign on Grantor's Parcel, Grantee requires an easement over the Easement Parcel as shown on the Plat of Easement, attached hereto and made a part hereof as Schedule 1 and legally described below (the "Easement Parcel") and;

THAT PART OF PARCEL A IN COOPER SQUARE RESUBDIVISION OF LOTS 7

AND 8 IN COTTAGE HOMES BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORD ED NOVEMBER 19, 2001 AS DOCUMENT NUMBER 0011088802, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL A, THENCE SOUTH 87 DEGREES 43 MINUTES 05 SECONDS WEST 10.14 FEET AS MEASURED ALONG THE SOUTH LINE OF SAID PARCEL A, TOTHE POINT OF BEGINNING THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 17.50 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 57 SECONDS WEST 9.00 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 05SECONDS EAST 13.78 FEET; THENCE NORTH 42 DEGREES 54 MINUTES 41SECONDS EAST 23.66 FEET; THENCE NORTH 01 DEGREES 58 MINUTES 22SECONDS WEST 55.71 FEET; THENCE NORTH 88 DEGREES 01 MINUTES 32SECONDS EAST 9.00 FEET; THENCE SOUTH 01 DEGREES 58 MINUTES 22SECONDS EAST 59.38 FEET; THENCE SOUTH 42 DEGREES ; 54 MINUTES 41 SECONDS WEST 31.01 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. CONTAINING 905 SQUARE FEET MORE OR LESS; and

WHEREAS, Grantor has agreed to grant Grantee an easement over the Easement Parcel, now, upon the terms and conditions set forth herein (the "Sign Easement").

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee (the "Parties") hereby agree as follows:

1. The foregoing recitals are incorporated herein and by this reference made a part hereof.

2. (A) Grantor hereby grants to Grantee a non-exclusive easement to Grantee for a period that is coterminous with the period that Grantor's Parcel continues to be used as a retail development (the "Term") along, through, across, over and under the Easement Parcel for purposes of (i) installation of the New Sign and related improvements in connection therewith, all in accordance with the "LA GRANGE ROAD STREETSCAPE - WALGREEN'S MONUMENT" plan attached hereto as Schedule 2, (the "Site Plan"), and (ii) keeping, operating, inspecting, maintaining, repairing, replacing, enlarging, renewing, relocating and removing of the New Sign, provided that if Grantee at any time after installation of the New Sign wishes to replace the New Sign or reconfigure the New Sign or in any way change the New Sign, so that it is materially different from the New Sign shown on the Site Plan, prior to performing such replacement or alteration, Grantee shall obtain the consent of Grantor and Walgreen Co., which consent shall not be unreasonably withheld or delayed. Once the work on the New Sign has been commenced, Grantee shall diligently pursue said work to completion.

(B) For the Term, Grantor grants Grantee an easement over so much of Grantee's Parcel as shall be necessary to afford Grantee access to the Easement Parcel for the purpose of exercising its easement rights hereunder. Any Grantee vehicle shall have access over roads,

only.

3. Grantor hereby grants Grantee a temporary easement over so much of Grantor's Parcel as shall be reasonably necessary to remove the Existing Sign and related improvements, to the extent Grantor retains title to any of the land required by Grantee to accomplish said purpose. Said easement shall terminate when the Existing Sign and related improvements shall have been removed by Grantee, and the temporary easement area shall have been restored by IDOT or Grantee, Grantor having no obligation therefor, but as approved by Grantor to the extent that such restoration affects Grantor's Parcel. Grantee shall perform all of the necessary work to remove any improvements now located within the Easement Parcel by _____, 2013. The Grantee will repair any damages done to Grantor's Parcel both inside and outside of the Easement Parcel, including but not limited to the existing courtyard. The Grantee will do everything necessary to complete all demolition, removal, construction and repair within 6 months of the termination of the IDOT temporary construction easement.

4. Grantee shall be responsible for all maintenance, repair and operation of the New Sign, as it may be modified or replaced in accordance herewith. Grantee shall maintain the sign in a clean and sightly condition in accordance with applicable law and in good condition and repair and shall keep the Easement Parcel free of dirt and debris caused by Grantee.

5. Grantee hereby agrees to save, hold harmless, indemnify, and defend Grantor, and its officials, officers, employees, and agents, from and against any and all loss, damage, injury or death, including reasonable attorneys' fees and costs associated therewith, caused by or arising out of Grantee's construction, operation or maintenance (as set forth in Paragraph 1, above) of the New Sign provided for in this Agreement and/or removal of the Existing Sign, exclusive of loss, damage, injury or death directly resulting from the acts or omissions of Grantor, or its officials, officers, employees or agents. Nothing contained in this Paragraph shall constitute a waiver of any privileges, defenses or immunities the Grantee may have under the Local Governmental and Governmental Employee Tort Immunity Act (745 ILCS10/ 1-101 *et seq.*), provided, however, that these privileges, defenses and immunities shall not diminish or negate the Grantee's agreements and covenants set forth in this paragraph and this Easement Agreement.

6. This Easement Agreement may not be modified, amended or terminated except upon the prior written consent of the Grantee and Grantor which consents shall not be unreasonable withheld, delayed or conditioned.

7. Grantee warrants and represents that it has the authority to enter into this Agreement and to perform all of the terms, covenants and obligations required by this Agreement. All demolition, removal and construction work within the Easement Parcel, and the area for which the temporary easement has been granted to Grantee hereunder will be paid for by the Grantee at no cost to the Grantor.

8. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and

IN WITNESS WHEREOF, the Parties have made and executed the foregoing Village Monument Sign Easement Agreement as of the date hereinabove written.

GRANTOR:

BGP ORLAND PARK, LLC, an Illinois
Limited liability company

By: _____
Member/Manager

GRANTEE :

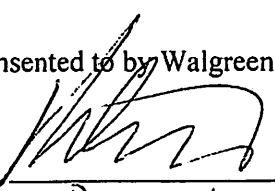
VILLAGE OF ORLAND PARK, an Illinois
municipal corporation

By: _____
Daniel J. McLaughlin
Village President

ATTEST:

David P. Maher
Village Clerk

Consented to by Walgreen Co.

By: 
Name: Richard H. Spreier
Its: Director Real Estate Law

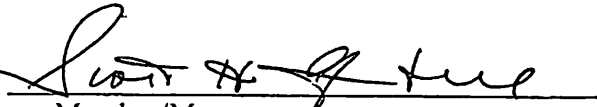
Consented to by Bank Leumi

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Parties have made and executed the foregoing Village Monument Sign Easement Agreement as of the date hereinabove written.

GRANTOR:

BGP ORLAND PARK, LLC, an Illinois
Limited liability company

X By: 
Member/Manager

GRANTEE :

VILLAGE OF ORLAND PARK, an Illinois
municipal corporation

By: _____
Daniel J. McLaughlin
Village President

ATTEST:

David P. Maher
Village Clerk

Consented to by Walgreen Co.

By: _____
Name: _____
Its: _____

Consented to by Bank Leumi

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Parties have made and executed the foregoing Village Monument Sign Easement Agreement as of the date hereinabove written.

GRANTOR:

BGP ORLAND PARK, LLC, an Illinois
Limited liability company

x By: [Signature]
Member/Manager

GRANTEE:

VILLAGE OF ORLAND PARK, an Illinois
municipal corporation

By: _____
Daniel J. McLaughlin
Village President

ATTEST:

David P. Maher
Village Clerk

Consented to by Walgreen Co.

By: _____
Name: _____
Its: _____

Consented to by Bank Leumi

By: [Signature]
Name: Aaron Vogelatis
Its: Vice Pres. & Int

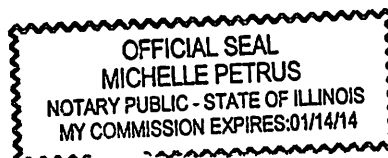
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Sarah H. Gendell, Member/Manager of BGP ORLAND PARK, LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member/Manager, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 17th day of August, 2013.

Michelle Petrus
Notary Public

Commission expires: 1/14/14



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that DANIEL J. MCLAUGHLIN, personally known to me to be the
President of the Village of Orland Park, and DAVID P. MAHER, personally known to me to be
the Village Clerk of said municipal corporation, and 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 severally acknowledged that as such President and Village Clerk, they signed and
delivered the said instrument and caused the corporate seal of said municipal corporation to be
affixed thereto, pursuant to authority given by the Board of Trustees of said municipal
corporation, as their free and voluntary act and as the free and voluntary act and deed of said
municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this_____ day of_____, 2013.

Notary Public

Commission expires: _____

STATE OF Illinois)
)
COUNTY OF Lake) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Richard M. Stanger, Director RE-LAN of Walgreen Co.,
an Illinois corporation is personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such DIRECTOR RE-LAN, appeared before me this
day in person and acknowledged that she signed and delivered the said instrument as her own
free and voluntary act and as the free and voluntary act of said corporation for the uses and
purposes therein set forth.

GIVEN under my hand and Notary Seal this 13 day of August, 2013.



Charles Kaufman
Notary Public

Commission expires: 9/22/16

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Aaron Vogelatos Vice President of Bank of Leumi,
a New York Banking Corporation is personally known to me to be the same person whose name is subscribed
to the foregoing instrument as such Member/Manager, appeared before me this day in person
and acknowledged that she signed and delivered the said instrument as her own free and
voluntary act and as the free and voluntary act of said corporation for the uses and purposes
therein set forth.

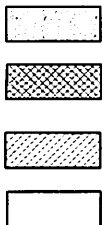
GIVEN under my hand and Notary Seal this 16th day of August, 2013.



Dorothy J. Piont
Notary Public

Commission expires: 11-1-2016

LEGEND



EXISTING WATERMAIN EASEMENT
PER DOC. 0011088882

PROPOSED IDOT TEMPORARY
CONSTRUCTION EASEMENT

PROPOSED IDOT RIGHT OF WAY

SIGN EASEMENT HEREBY GRANTED

PLAT OF EASEMENT

14600 S LA GRANGE RD
ORLAND PARK IL 60462

201

0 40 80
SCALE: 1" = 20 FEET

EASEMENT PROVISIONS

PERPETUAL EASEMENT OVER THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF ORLAND PARK AND THEIR SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, IN OVERLAP, ACROSS, ALONG, THROUGH AND UPON THE AREA BOUNDED BY AREA DELINEATED ON THIS PLAT AND LOCATED AS SUCH EASEMENT FOR THE PURPOSES OF THIS PLAT, PROVIDING ANY SERVICES RELATED TO THE SIGN SHALL INCLUDE THE RIGHT, BUT NOT THE OBLIGATION, FROM TIME TO TIME, TO INSTALL, CONSTRUCT, RECONSTRUCT, IMPROVE, KEEP, OPERATE, MAINTAIN, REPAIR, REPLACE, ENLARGE, RELOCATE, REMOVE AND/OR INCREASE THE SIZE, NUMBER AND/OR TYPE OF SIGN, INCLUDING ANY AND ALL GRADING AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, IN OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON SUCH EASEMENT AREA AND THE PROPERTY DESCRIBED ON THE PLAT FOR SUCH EASEMENT, TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GRANTED AND THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES SIGN OR IN OVER, UNDER, ACROSS, ALONG, THROUGH OR UPON SUCH EASEMENT AREA WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF OR THE EXERCISE OF GRANTEE'S OTHER RIGHTS PROVIDED HEREIN.

LEGAL DESCRIPTION

A NON-EXCLUSIVE EASEMENT OVER THAT PART PARCEL A, IN COOPER SQUARE SUBDIVISION OF LOTS 7 AND 8 IN COFFAGE HOME BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE RECORDS OF COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY SOUTH-EAST CORNER OF SAID PARCEL A, THENCE SOUTH 87 DEGREES 43 MINUTES 05 SECONDS WEST 10.14 FEET AS MEASURED ALONG THE SOUTH LINE OF SAID PARCEL A TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 17.50 FEET; THENCE NORTH 03 DEGREES 10 MINUTES 37 SECONDS WEST 9.00 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 05 SECONDS EAST 12.78 FEET; THENCE NORTH 42 DEGREES 54 MINUTES 41 SECONDS EAST 13.84 FEET; THENCE NORTH 01 DEGREES 58 MINUTES 22 SECONDS WEST 55.71 FEET; THENCE NORTH 88 DEGREES 01 MINUTES 35 SECONDS EAST 9.00 FEET; THENCE SOUTH 01 DEGREES 58 MINUTES 22 SECONDS WEST 39.38 FEET; THENCE SOUTH 42 DEGREES 54 MINUTES 41 SECONDS WEST 31.01 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 800 SQUARE FEET MORE OR LESS.

PARCEL B

PARCEL A

147 TH STREET

POINT OF BEGINNING
SIGN EASEMENT

POINT OF COMMENCEMENT
SIGN EASEMENT

LINE TABLE

LINE	BEARING	LENGTH
10	S87°43'05"W	10.14'
11	S87°43'05"W	17.50'
12	N03°10'37"W	9.00'
13	N87°43'05"E	12.78'
14	N42°54'41"E	23.66'
15	N01°58'22"W	55.71'
16	N88°01'35"E	9.00'
17	S01°58'22"E	39.38'
18	S42°54'41"W	31.01'

GENERAL NOTES:

- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- ONLY THOSE BUILDING SETBACKS AND SETBACK EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON. NO OTHER SETBACK EASEMENTS, POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
- CONFORMED TO DESCRIPTION AND SITE CONDITIONS WITH THE DATA ENTERED ON THIS PLAT AND SUBJECT TO ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
- NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
- BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE RELATED TO TRUE NORTH.

PERMISSION TO RECORD

STATE OF ILLINOIS)
COUNTY OF COOK)
WE, THOMSON SURVEYING, LIMITED, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-082768, IN ACCORDANCE WITH PAR-8785 (THE PLAT ACT) DO HEREBY DESIGNATE PLAT A TRUE COPY OF WHICH HAS BEEN RETAINED BY US TO ASSURE NO COMING JUNE WITH THIS TO SAID PLAT.
DATED THIS 7TH DAY OF AUGUST, A.D. 2013
DAVID H. SPORN, P.L.L.C.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3794
MY LICENSE EXPIRES NOVEMBER 30, 2014
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2015

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)
WE, THOMSON SURVEYING, LIMITED, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-082768, DO HEREBY DECLARE THAT THE PLAT SHOWN HEREON WAS COMPILED FROM EXISTING SURVEYS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSES INDICATED HEREON.
GIVEN UNDER MY HAND AND SEAL AT ROSEMONT, ILLINOIS, THIS 7TH DAY OF AUGUST, A.D. 2013.
DAVID H. SPORN, P.L.L.C.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3794
MY LICENSE EXPIRES NOVEMBER 30, 2014
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2015

Thomson Surveying Ltd.
9575 W. Higgins Road, Suite 850
Rosemont, IL 60018
TEL: 630-330-9700
FAX: 630-330-9702
WWW.THOMSONSURVEYING.COM
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CLIENT: CHRISTOPHER BURKE
ENGINEERING
9575 W HIGGINS ROAD
SUITE 850
ROSEMONT IL 60018

NO.	DATE	NATURE OF REVISION	CHD.
1	08/16/13	FILE NAME	1716

TITLE: PLAT OF EASEMENT
14600 S LA GRANGE RD
ORLAND PARK IL 60462

PROJECT NO. 4768
SHEET 1 OF 1
DRAWING NO. 4768-2D.DGN