

This document was drafted by  
and after recording should be returned to:

Thomas H. Page  
Barack Ferrazzano Kirschbaum  
& Nagelberg LLP  
200 West Madison Street  
Suite 3900  
Chicago, IL 60606

### **GRANT OF EASEMENT**

THIS GRANT OF EASEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by ARMSTRONG PROPERTY GROUP, L.L.C., an Illinois limited liability company ("Grantor"), in favor of CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE OF TRUST NO. 1097233 ("Grantee").

#### **R E C I T A L S :**

A. Grantor is the owner of property located at 9400 W. 159<sup>th</sup> Street, Orland Park, Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (the "Grantor Property").

B. Grantee is the owner of property located immediately west of the Grantor Property and more particularly described on Exhibit B attached hereto and made a part hereof (the "Grantee Property").

C. Grantor desires to grant an access easement over a portion of the Grantor Property for purposes of allowing pedestrian and vehicular access to and from the Grantee Property, and to grant certain other rights in favor of Grantee, in each case on the terms described in this Agreement (collectively, the "Access Easement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants the following rights to Grantee:

1. Grant of Easements.

(i) Grantor hereby grants to Grantee, as an easement appurtenant to the Grantee Property and for the use and benefit of Grantee, its successors, assigns, tenants, customers, employees, agents, invitees and any other persons claiming under or through said parties, a nonexclusive, perpetual easement for vehicular and pedestrian passage, ingress and egress over, across and upon that part of the Grantor Property depicted as the "Easement Area" on the site plan attached hereto and made a part hereof as Exhibit C (the "Easement Area"; such site plan is herein referred to as the "Site Plan"), as the same may from time to time be constructed and maintained for such use.

(ii) Grantee shall have the right, at its expense, to make such customary construction improvements, at the boundary where the Easement Area abuts the Grantee Property, as are necessary to connect driveway improvements on the Grantor Property, if any, with driveway improvements on the Grantee Property. Grantee shall perform any such construction improvements (i) in accordance with plans and specifications therefor that have been approved in advance by Grantor, (ii) in a good, workmanlike and lien free manner, and (iii) in accordance with valid and legal governmental permits and approvals and sound engineering practices, and, in connection with the performance of any such construction improvements, Grantee shall (a) prior to commencing the same, provide to Grantor evidence that Grantee and its contractors have and maintain insurance coverages that name Grantor as an additional insured on the respective commercial general liability insurance policies of Grantee and its contractors and are otherwise reasonably satisfactory to Grantor, (b) use commercially reasonable efforts not to interfere with the use and operation of the Grantor Property by Grantor and its tenants and occupants, (c) once it commences such construction improvements, diligently and continuously prosecute such work to completion, and (d) at its expense, repair any damage to the Grantor Property that may result from any such construction improvements or construction activities in connection therewith.

2. No Obstruction. Each of Grantor and Grantee shall not do anything, or permit or suffer anything to be done, to unreasonably interfere with the use of the Access Easement by Grantor and Grantee and by their respective successors, assigns, tenants, customers, employees, agents, invitees and any other persons claiming under or through said parties. No curbs, barriers, fences, dividers, or other obstructions shall be constructed on or across any portion of the Easement Area to prevent, prohibit, or discourage vehicular and pedestrian passage, ingress and egress. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, but without limitation of any obligations that Grantor may now or hereafter have to the Village of Orland Park, (i) Grantor makes no commitment to Grantee to improve the Easement Area with driveway improvements or to keep driveway improvements in the Easement Area, and (ii) if and for so long as the Easement Area is improved with driveway improvements, Grantor shall be entitled to maintain such driveway improvements in such condition as required by the Village and as Grantor, in its sole discretion, elects.

3. Duration. The easements granted in this Agreement shall be perpetual.

4. Binding Effect. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and shall inure to the benefit of Grantor and Grantee and their successors and assigns.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Illinois.

6. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

7. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including, without limitation, reasonable attorneys' fees, from the non-prevailing party.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first written above.

ARMSTRONG PROPERTY GROUP,  
L.L.C.

By: \_\_\_\_\_  
Name: George D. Hanus  
Its: President

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2012, the above named George D. Hanus, the President of Armstrong Property Group, L.L.C., an Illinois limited liability company, to me known to be the person who executed the foregoing Grant of Easement and acknowledged the same on behalf of such company.

Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

LOT 1 IN TOM'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1986 AS DOCUMENT 86589817, EXCEPT THAT PART OF LOT 1 TAKEN FOR WIDENING OF 94<sup>TH</sup> AVENUE AND 159<sup>TH</sup> STREET CONVEYED TO THE DEPARTMENT OF TRANSPORTATION FOR THE STATE OF ILLINOIS, RECORDED DECEMBER 1, 2006 AS DOCUMENT NUMBER 0633544061, IN COOK COUNTY, ILLINOIS.

Property Address: 9400 W. 159<sup>th</sup> Street, Orland Park, IL

PIN: 27-15-302-015-0000

EXHIBIT B

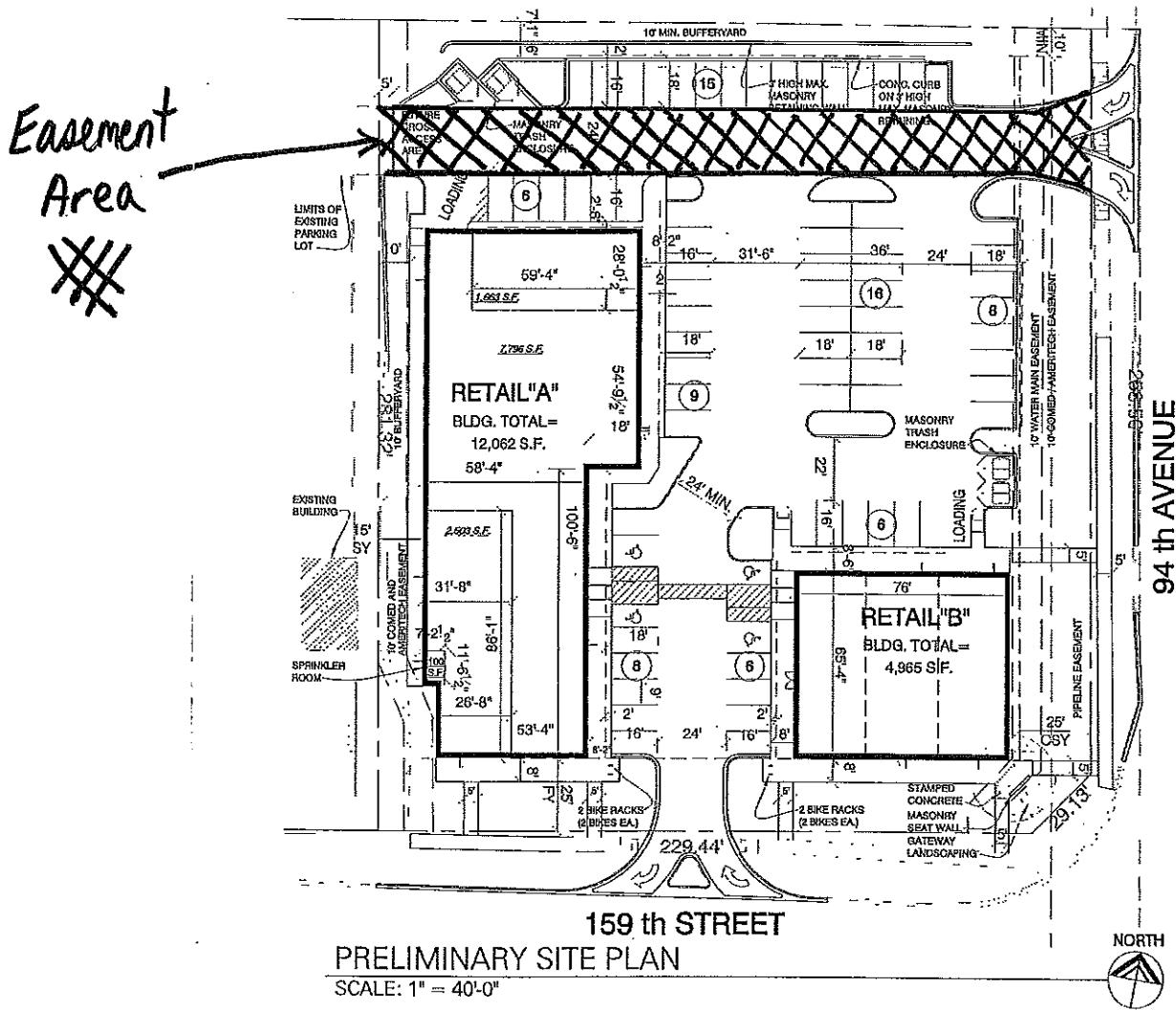
The South 330.00 feet of the East 155.00 feet of the West 1041.00 feet of the Southwest Quarter of the Southwest Quarter of Section 15, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Property Address: Property immediately west of  
9400 W. 159<sup>th</sup> Street, Orland Park, IL

PIN: 27-15-302-039  
27-15-302-040  
27-15-302-041

## EXHIBIT C

## Site Plan



See also the attached legal description for the Easement Area, which legal description is incorporated into this Exhibit C by reference.

EASEMENT AREA- LEGAL DESCRIPTION

THAT PART OF LOT 1 IN TOM'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1986 AS DOCUMENT 86589817, EXCEPT THAT PART OF LOT 1 TAKEN FOR WIDENING OF 94<sup>th</sup> AVENUE AND 159<sup>th</sup> STREET CONVEYED TO THE DEPARTMENT OF TRANSPORTATION FOR THE STATE OF ILLINOIS, RECORDED DECEMBER 1, 2006 AS DOCUMENT NUMBER 0633544061, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREES 54 MINUTES 11 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 30.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 20 MINUTES 51 SECONDS EAST 224.71 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT 26.18 FEET TO A POINT ON THE WEST LINE OF SAID 94<sup>th</sup> AVENUE, SAID CURVE HAVING A RADIUS OF 80.73 FEET, CHORD BEARING NORTH 74 DEGREES 59 MINUTES 54 SECONDS EAST A DISTANCE OF 26.06 FEET; THENCE SOUTH 01 DEGREES 54 MINUTES 11 SECONDS EAST ALONG SAID WEST LINE, 36.01 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 28.43 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 74.21 FEET, CHORD BEARING NORTH 79 DEGREES 24 MINUTES 58 SECONDS WEST 28.26 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 51 SECONDS WEST 222.50 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTH 01 DEGREES 54 MINUTES 11 SECONDS WEST 24.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,117 SQUARE FEET, MORE OR LESS.