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April 18, 2018

2018-0193
passed - 4/2/18
Ord # 5284



Hand Delivered

Mr. John Ingram, Director
Department of Public Works
Village of Orland Park
15655 Ravinia Avenue
Orland Park, IL 60462

Re: Grant of Public Utility and Drainage Easement
Chmielewski – 13835 S. 84th Avenue, Orland Park

John:

The Easement in this matter was recorded with the Cook County Recorder of Deeds on April 12, 2018 as Document No. 1810234086 and is enclosed herewith for the Village's permanent records.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

E. Kenneth Friker

Enc.

**THIS DOCUMENT WAS
PREPARED BY:**

Klein Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue – Suite #10
Orland Park, Illinois 60462
E. Kenneth Friker, Esq.

**AFTER RECORDING
RETURN TO:**

RECORDER'S BOX 324



1810234086

Doc# 1810234086 Fee \$50.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/12/2018 02:18 PM PG: 1 OF 7

[The above space reserved for the County Recorder's Office]

GRANT OF A PUBLIC UTILITY AND DRAINAGE EASEMENT

THIS GRANT OF A PUBLIC UTILITY AND DRAINAGE EASEMENT (the "Easement") is made and entered into this 9th day of April, 2018, by and among LUKE M. CHMIELEWSKI and KELLY M. CHMIELEWSKI, his wife, of 13835 S. 84th Avenue, Orland Park, Illinois 60462 (hereinafter referred to as the "GRANTORS"), and VILLAGE OF ORLAND PARK, an Illinois municipal corporation, having an address at 14700 S. Ravinia Avenue, Orland Park, Illinois 60462 (hereinafter referred to as the "GRANTEE").

RECITALS

1. GRANTORS represent and warrant that they are the true, lawful and sole owners of the parcel of real property located in Cook County, Illinois, as depicted on Exhibit A and legally described in Exhibit B attached hereto and by this reference made a part hereof (hereinafter the "Property"), have full power and right to grant and convey the rights conveyed herein and are in possession thereof.

2. GRANTEE has installed or proposes to install a thirty-six inch (36") below-ground storm sewer and a ground level manhole structure (the "Project").

3. GRANTORS have agreed to grant to GRANTEE a permanent non-exclusive easement for storm sewer and drainage purposes consisting of two hundred eighty-six square feet (286') on the Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTORS do hereby grant the following easement as hereinafter set forth:

1. Recitals. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. Grant of Public Utility and Drainage Easement, Including Restoration Easement. GRANTORS do hereby grant and convey to the GRANTEE and its employees, licensees, agents, independent contractors, successors and assigns, a non-exclusive easement, in, over, upon, across and through that portion of the Property legally described in Exhibit B (the "Easement Premises") for constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting a thirty-six inch (36") storm sewer and manhole, as well as ingress and egress in, over, under, upon, across and through the Property with full rights and authority to enter upon and excavate the Property and to cut, trim and remove trees, bushes, roots and saplings and to clear obstructions from the surface and sub-surface. Upon completion of the Project, all materials and equipment shall be removed from the Easement Premises, and the Easement Premises shall be restored to the same condition or better condition than on commencement of the Project. In connection with the restoration of the Easement Premises, GRANTORS hereby grant to GRANTEE a Temporary Construction Easement (no more than six (6) months from GRANTEE's completion of construction activities), over and across the entire Lot 157 in Villa D'Este Subdivision to restore the Easement Premises.

3. Use of Easement. GRANTEE shall have the right to do all things necessary, useful or convenient for the purposes outlined in Paragraphs 2 and 4, above. GRANTORS hereby covenant with GRANTEE that GRANTEE shall have quiet and peaceful possession, use and enjoyment of the Easement granted herein.

4. Covenants Running with the Land. The Easement, and all the rights, conditions, covenants and interests set forth herein and created hereby are intended to and shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

5. Duration of Permanent Easement. This Permanent Public Utility and Drainage Easement shall be perpetual in duration.

6. Rights Reserved. The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. GRANTORS shall have the right to use the Property, or any portion thereof, or any property of GRANTORS adjoining the Property for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of GRANTEE. However, obstructions shall not be placed over GRANTEE's facilities or in, upon or over the Property without the prior written consent of GRANTEE.

7. Indemnification/Hold Harmless. GRANTEE will defend, protect and save and keep GRANTORS and GRANTORS' agents and employees ("Indemnified Parties") forever harmless and indemnified against and from any and all loss, cost, damage or expense arising out of or from any accident or occurrence resulting from GRANTEE's activities pursuant to the terms of this Easement on or about the Property that causes injury to any person or property whomsoever or whatsoever.

8. Miscellaneous. No modification or amendment of this Easement shall be of any force or effect unless in writing executed by both GRANTORS and GRANTEE and recorded in the Public Records of Cook County, Illinois. If GRANTORS or GRANTEE obtain a judgment against the other party by reason of breach of this Easement, attorneys' fees and costs, at both the trial and appellate levels shall be included in such judgment. This Easement shall be interpreted in accordance with the laws of the State of Illinois, both substantive and remedial.

IN WITNESS WHEREOF, GRANTORS and GRANTEE have caused these presents to be executed as of the day and year first above written.

GRANTORS:



LUKE M. CHMIELEWSKI



KELLY M. CHMIELEWSKI

GRANTEE:

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: 

KEITH PEKAU, Village President

Attest: 

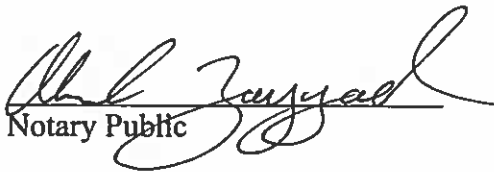
JOHN C. MEHALEK, Village Clerk

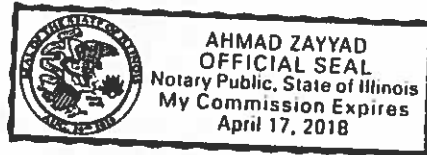
ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named LUKE M. CHMIELEWSKI and KELLY M. CHMIELEWSKI, his wife, 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 and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 14 day of March, 2018.


Notary Public



Commission expires 04/17/18

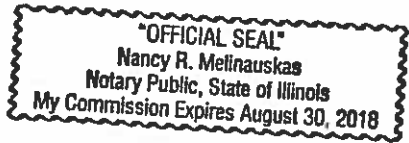
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that KEITH PEKAU, personally known to me to be the President of the Village of Orland Park, and JOHN C. MEHALEK, 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 official seal, this 9th day of April, 2018.

Nancy R. Melinauskas
Notary Public

Commission expires: Aug 30, 2018

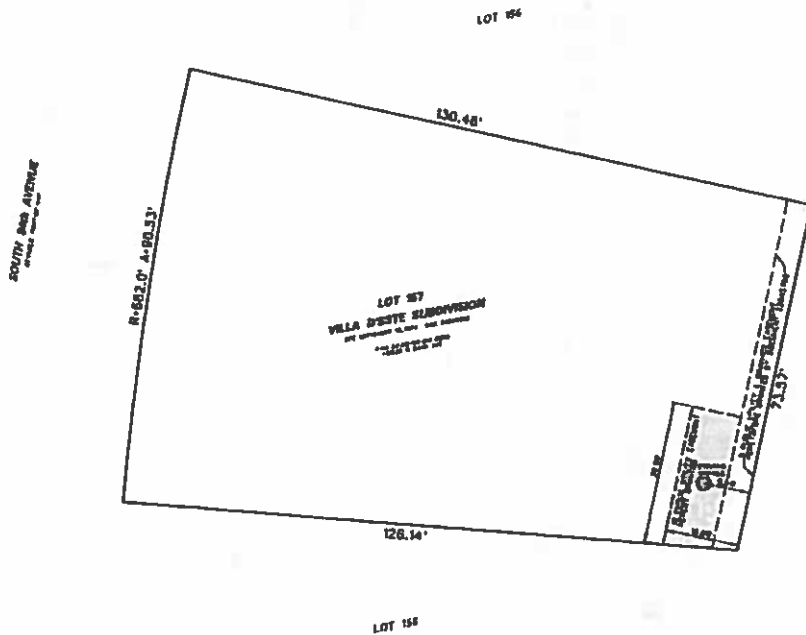


LEGEND

--- 20'-0" WIDE EASEMENT

PLAT OF EASEMENT

THIS PLAT OF EASEMENT IS PART OF THE PROJECT OF THE DEVELOPMENT OF THE SOUTH SIDE AVENUE



EASEMENT LEGAL DESCRIPTION

LOT 167 BEING A PART OF THE VILLA D'ESTE SUBDIVISION...

OWNER'S CERTIFICATE - LOT 167

STATE OF ALABAMA... I, the undersigned, being the owner of the above described property...

NOTARY CERTIFICATE

I, the undersigned, Notary Public for the State of Alabama, do hereby certify that the foregoing is a true and correct copy of the original...

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly licensed Surveyor for the State of Alabama, do hereby certify that the foregoing is a true and correct copy of the original...

Signature of Surveyor and Notary Public seal.

GENERAL NOTES:

- 1. ALL EASEMENTS ARE TO BE IN FULL AND COMPLETE FORCE AND EFFECT...

PERMISSION TO RECORD

THIS PLAT OF EASEMENT IS PART OF THE PROJECT OF THE DEVELOPMENT OF THE SOUTH SIDE AVENUE...

Signature of Surveyor and Notary Public seal.

EASEMENT PROVISIONS

A EASEMENT GRANTED FOR ANY PURPOSE AND TERM SHALL BE SUBJECT TO THE FOLLOWING PROVISIONS...

Table with columns for 'OWNER', 'SURVEYOR', 'NOTARY PUBLIC', 'PLAT OF EASEMENT', and 'RECORDING INFORMATION'. Includes details for Christopher S. Quince Engineering, L.P. and recording information for the State of Alabama.

EXHIBIT A

LEGAL DESCRIPTION
FOR
PERMANENT PUBLIC UTILITY AND DRAINAGE EASEMENT

PIN 27-02-117-014-0000

13835 S. 84th Avenue
Orland Park, Illinois 60462

LOT 157 10.00' PERMANENT PUBLIC UTILITY AND DRAINAGE EASEMENT LEGAL DESCRIPTION:

THE SOUTH THIRTY FEET (30') OF THE WEST TEN FEET (10') OF THE EAST FIFTEEN FEET (15') OF LOT 157 IN VILLA D'ESTE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4, PART OF THE SOUTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1974, AS DOCUMENT 22845760 IN COOK COUNTY, ILLINOIS.

CONTAINING 286 SQ. FT., MORE OR LESS

Exhibit B