

**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

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

PUBLIC UTILITY AND DRAINAGE EASEMENT

THIS PUBLIC UTILITY AND DRAINAGE EASEMENT (this "Easement") is made and entered into this ____ day of _____, 2016, by and between ROBERT W. CHILCUTT of 16849 Burr Oak Drive, Homer Glen, Illinois 60491 (hereinafter referred to as the "GRANTOR"), 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. GRANTOR is the owner of fee simple title to a 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") and are in possession thereof.

2. GRANTEE proposes to utilize the easement to gain access to the eight inch (8") below-ground storm drain pipe being installed by Grantee along the east lot line of the Grantor's real property (the "Project").

3. GRANTOR has agreed to grant to GRANTEE a non-exclusive easement for storm sewer purposes on the Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does 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 Easement. GRANTOR does 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 the Property for constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting an eight inch (8") storm sewer, 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.

3. Use of Easement. GRANTEE shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 2 hereof. GRANTOR hereby covenants with GRANTEE that GRANTEE shall have quiet and peaceful possession, use and enjoyment of the easement granted herein.

4. Covenants Running with the Land. This 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. Perpetual Duration. This 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. GRANTOR shall have the right to use the Property, or any portion thereof, or any property of GRANTOR'S 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 GRANTOR and GRANTOR'S 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 GRANTOR and GRANTEE and recorded in the Public Records of Cook County, Illinois. If either GRANTOR or GRANTEE obtains 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, GRANTOR and GRANTEE have caused these presents to be executed as of the day and year first above written.

GRANTOR:

ROBERT W. CHILCUTT

GRANTEE:

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: _____
DANIEL J. MCCLAUGHLIN, Village President

Attest: _____
JOHN C. MEHALEK, Village Clerk

THIS IS NOT GRANTOR'S HOMESTEAD PROPERTY

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 ROBERT W. CHILCUTT, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2016.

Notary Public

Commission expires _____

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 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 _____ day of _____, 2016.

Notary Public

Commission expires: _____

MEADOW-VIEW COURT

60' PUBLIC RIGHT-OF-WAY

LOT 12

135.00' 5' P.U.E. HEREBY GRANTED

5' PUBLIC UTILITY & DRAINAGE EASEMENT HEREBY GRANTED

LOT 13

P.I.N. • 27-02-400-032
• 14243 MEADOW-VIEW COURT.
(CHILCUTT)

1-STORY
BRICK RESIDENCE
• 14243

80.00'

5' P.U.E. HERETOFORE GRANTED 135.00' PER DOCUMENT 23963791

5' P.U.E. HERETOFORE GRANTED PER DOCUMENT 23963791

LOT 14

10' P.U.E. HERETOFORE GRANTED PER DOCUMENT 23963791

80.00'

P.U.E. - PUBLIC UTILITY EASEMENT
P.U.D.E. - PUBLIC UTILITY & DRAINAGE EASEMENT

Scale: 1"=20'

CLIENT:

VILLAGE OF
ORLAND PARK

TITLE:

14243 MEADOW-VIEW COURT
ORLAND PARK, IL 60462

DSGN.	W.A.
OWN.	DMS
CHKD.	T. 1/20'
SCALE:	10-21-18
DATE:	5/28/18
FILE:	5/28/18

CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

LEGAL DESCRIPTION
FOR
PUBLIC UTILITY AND DRAINAGE EASEMENT
PIN 27-02-400-032-0000

14243 Meadow View Court
Orland Park, Illinois 60462

The North 5 feet of Lot 13 in Meadow View, a Subdivision of the West 330 feet of the South 660 feet of the East 60 acres of the West 1/2 of the Southeast 1/4 of Section 2, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit B