

**THIS DOCUMENT WAS PREPARED BY:**

Klein Thorpe and Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1600  
Chicago, Illinois 60606  
E. Kenneth Friker, Esq.

**AFTER RECORDING RETURN TO:**

RECORDER'S BOX 324

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

### **ACCESS (INGRESS/EGRESS) EASEMENT**

THIS ACCESS (INGRESS/EGRESS) EASEMENT AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated April 18, 1966, and known as Trust No. 2860, having an address at 7800 W. 95<sup>th</sup> Street, Hickory Hills, Illinois 60457 (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 more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property") and is in possession thereof.

2. GRANTEE proposes to construct or have constructed a dam on or at the stormwater retention facility located on what is known as the "Grasslands Regional Flood Control Facility" legally described in Exhibit "B" attached hereto and made a part hereof (the "Project").

3. GRANTOR has agreed to grant to GRANTEE a perpetual access easement over, under, across and upon a portion of the Property in order to construct and maintain a permanent access and ingress/egress to and from the Project, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant the following access easement as hereinafter set forth:

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

2. Grant of Easement. GRANTOR does hereby grant and convey to the GRANTEE and GRANTEE's successors and assigns a perpetual access easement, in, over, upon, across and through the portion of the Property legally described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), consisting of a strip of land approximately twenty (20) feet wide for the purposes of constructing, reconstructing, laying, installing, operating, maintaining, repairing, replacing and improving an access way for ingress to and egress from the Project and the Grasslands Regional Flood Control Facility (Exhibit "B"), with full rights and authority to enter upon the Easement Area (the "Easement").

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. Protection of GRANTOR's Property. GRANTEE shall repair, replace and/or restore any damaged area(s) of GRANTOR's property, including, without limitation, the Easement Area to the condition existing before any such damage, resulting from GRANTEE's installation, operation, maintenance, inspection, repair or replacement of such access way.

5. Indemnification of GRANTOR. GRANTEE shall fully indemnify and hold GRANTOR harmless from any liability, claim, suit, or cause of action (including reasonable attorneys' fees and costs of defense) resulting from any property damage, personal injury or death caused by GRANTEE's activities as contemplated by this ACCESS (INGRESS/EGRESS) EASEMENT, and including any such liability, claim, suit or cause of action resulting from the negligence or willful misconduct of GRANTEE, its employees, licensees, agents, independent contractors, successors and/or assigns in exercising its or their rights under this Agreement.

6. 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.

7. Perpetual Duration. This Easement shall be perpetual in duration.

8. Rights Reserved. The Easement rights granted herein are exclusive in nature and are subject to all matters of record. GRANTOR shall have the right to use the Easement Area, or any portion thereof, for any purpose, so long as the full use and enjoyment of the rights granted herein in favor of GRANTEE are not disturbed or adversely affected thereby.

9. Miscellaneous. No modification or amendment of this Agreement 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 GRANTOR or GRANTEE obtains a judgment against the other party by reason of breach of this Agreement, attorneys' fees and costs, at both the trial and appellate levels shall be included in such

judgment. This Agreement shall be interpreted in accordance with the laws of the State of Illinois, both substantive and remedial. This Agreement sets forth the entire agreement between GRANTOR and GRANTEE relating to the Easement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. The Consent of Mortgagor to this Access (Ingress/Egress) Easement is attached hereto as Exhibit "C".

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

GRANTOR:

STANDARD BANK AND TRUST COMPANY,  
as Trustee aforesaid, a/t/u/t/a/dated 4/18/66  
a/k/a/t#2860

By: 

Jay D. Faler, AVP & TO

Title

ATTEST:

By: 

Donna Diviero, ATO

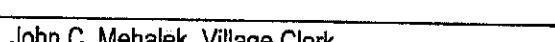
Title

GRANTEE:

VILLAGE OF ORLAND PARK, an Illinois municipal corporation

By: 

Daniel J. McLaughlin, Village President

Attest: 

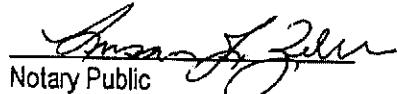
John C. Mehalek, Village Clerk

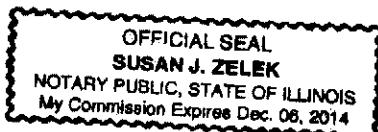
ACKNOWLEDGMENTS

STATE OF ILLINOIS      )  
                            )  
COUNTY OF COOK      )  
                            )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Jay D. Faler and Donna Diviero personally known to me to be the AVP & TO and ATO of STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated April 18, 1966, and known as Trust Number 2860, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP & TO and ATO respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said ATO then and there acknowledged that said ATO, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said ATO's 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 official seal, this 16th day of October, 2013.

  
\_\_\_\_\_  
Notary Public      My commission expires 12/06/14



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 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 \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

Exhibit "A"

THAT PART OF THE WEST 817.50 FEET, OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST 817.50 FEET OF THE WEST HALF OF SAID NORTHEAST QUARTER, SAID POINT BEING COINCIDENT WITH THE NORTHWEST CORNER OF THE GRASSLANDS SUBDIVISION, RECORDED ON FEBRUARY 20, 1996 AS DOCUMENT NUMBER R96-129697; THENCE SOUTH 01 DEGREE 36 MINUTES 34 SECONDS EAST, ALONG AN ASSUMED BEARING, AS MEASURED ALONG THE EAST LINE OF SAID WEST 817.50 FEET AND THE WEST LINE OF SAID GRASSLANDS SUBDIVISION, 33.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE 200.00 FEET; THENCE NORTH 68 DEGREES 01 MINUTE 15 SECONDS WEST 21.82 FEET; THENCE NORTH 01 DEGREE 36 MINUTES 34 SECONDS WEST 191.30 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 51 SECONDS EAST 20.00 FEET; TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 3,700 SQUARE FEET MORE OR LESS

**Exhibit "B"**

THAT PART OF THE WEST 817.50 FEET, OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST 817.50 FEET OF THE WEST HALF OF SAID NORTHEAST QUARTER, SAID POINT BEING COINCIDENT WITH THE NORTHWEST CORNER OF THE GRASSLANDS SUBDIVISION, RECORDED ON FEBRUARY 20, 1996 AS DOCUMENT NUMBER R96-129697; THENCE SOUTH 01 DEGREE 36 MINUTES 34 SECONDS EAST ALONG AN ASSUMED BEARING AS MEASURED ALONG THE EAST LINE OF SAID WEST 817.50 FEET AND THE WEST LINE OF SAID GRASSLANDS SUBDIVISION 233.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE 120.00 FEET; THENCE SOUTH 28 DEGREES 09 MINUTES 42 SECONDS WEST 201.40 FEET; THENCE SOUTH 85 DEGREES 47 MINUTES 01 SECONDS WEST 410.42 FEET; THENCE NORTH 01 DEGREE 36 MINUTES 34 SECONDS WEST 180.00 FEET; THENCE NORTH 48 DEGREES 30 MINUTES 55 SECONDS EAST 364.85 FEET THENCE SOUTH 68 DEGREES 01 MINUTE 15 SECONDS WEST 250.97 FEET; TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING, 3.49 ACRES MORE OR LESS.

Exhibit "C"

CONSENT OF MORTGAGEE

The undersigned, the Mortgagee under that certain Mortgage dated the 31 day of December, 2009, and recorded the 12 day of May 2010, as Document No. 1013233723 + 1013233725 in the Office of the County Recorder in and for Cook County, Illinois, for itself and its successors and assigns, does hereby consent to the foregoing Access (Ingress/Egress) Easement to which this Consent is attached as "Exhibit C", and agrees to be bound by the terms thereof and agrees that its interest in the property described therein shall be subordinate to the covenants contained therein. In granting this consent, Mortgagee does not waive the right to consent to any subsequent amendment or modification of the Access (Ingress/Egress) Easement.

STANDARD BANK AND TRUST COMPANY

By: Daniel C. Nangle

(Signature)

Daniel C. Nangle

(Print)

Senior Vice President

(Title)

STATE OF IL )  
COUNTY OF Cook ) SS.

The foregoing instrument was acknowledged before me this 16th day of October, 2013, by  
Daniel C. Nangle the SVP of STANDARD BANK AND TRUST  
COMPANY, a \_\_\_\_\_, on behalf of the STANDARD BANK AND TRUST COMPANY.

MARY B. SHOMODY  
Notary Public

