

K T J

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September 20, 2013

COPY

Randy S. Gussis
Attorney at Law
3201 Old Glenview Road – Suite 301
Wilmette, IL 60091

Re: Village Monument Sign Easement
14680 S. LaGrange Road
Orland Park, Illinois

Dear Randy:

Enclosed please find a copy of the recorded easement in the above matter. Many thanks for your cooperation on this project.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.


E. Kenneth Friker

cc: Kurt Corrigan, Development Services Department ✓
Village of Orland Park (w/original recorded easement)

This document prepared by:
E. Kenneth Friker
On Behalf of the Village of Orland
Park Klein, Thorpe and Jenkins, Ltd.
150 10 S. Ravinia Ave. – Suite 10
Chicago, Illinois 60462



1325916044

Doc#: 1325916044 Fee: \$64.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 09/16/2013 04:43 PM Pg: 1 of 14

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

This EASEMENT AGREEMENT is made on this 3rd day of September, 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

RECORDING FEE 64.00

DATE 9/16/13 COPIES 6

OK BY RA

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, TO THE 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 05 SECONDS EAST 13.78 FEET; THENCE NORTH 42 DEGREES 54 MINUTES 41 SECONDS EAST 23.66 FEET; THENCE NORTH 01 DEGREES 58 MINUTES 22 SECONDS WEST 55.71 FEET; THENCE NORTH 88 DEGREES 01 MINUTES 32 SECONDS EAST 9.00 FEET; THENCE SOUTH 01 DEGREES 58 MINUTES 22 SECONDS 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 December 31, 2015. 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

assigns.

9. Grantee shall notify Grantor of the proposed date of the commencement of its work, and prior thereto, its agents and its contractors shall deliver to Grantor certificates of insurance evidencing Grantee's and such contractors' commercial general liability insurance with a minimum of \$1,000,000 single limit broad form coverage and showing Grantor, Walgreen Co. and Grantor's managing agent as additional insureds. Throughout the term of this Agreement, Grantee shall continue to carry such liability insurance with the foregoing additional insureds.

10. This Easement Agreement shall be recorded by Grantee in the Office of the Cook County Recorder of Deeds.

SIGNATURES ON FOLLOWING PAGE

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

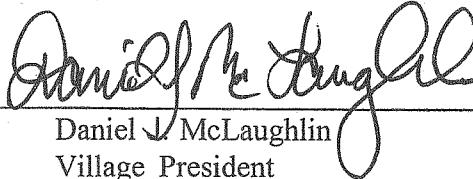
GRANTOR:

BGP ORLAND PARK, LLC, an Illinois Limited liability company

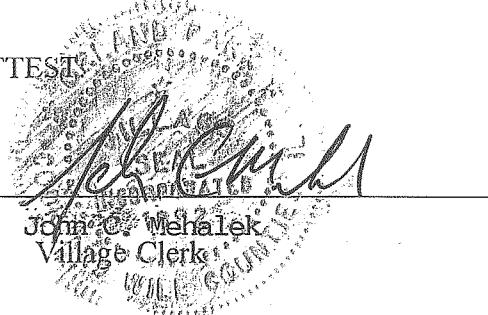
By: 
Member/Manager

GRANTEE:

VILLAGE OF ORLAND PARK, an Illinois municipal corporation

By: 
Daniel J. McLaughlin
Village President

ATTEST:



John G. Mehalek
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

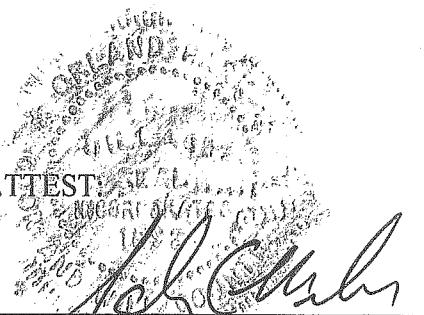
By: _____
Member/Manager

GRANTEE:

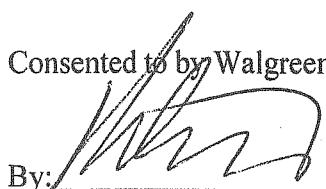
VILLAGE OF ORLAND PARK, an Illinois municipal corporation

By: Daniel J. McLaughlin
Daniel J. McLaughlin
Village President

ATTEST:


John G. Mehalek
Village Clerk

Consented to by Walgreen Co.

By: 
Name: Richard J. Springer
Its: Director Real Estate Dept.

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: John M. Ture
Member/Manager

GRANTEE:

VILLAGE OF ORLAND PARK, an Illinois municipal corporation

By: Daniel J. McLaughlin
Daniel J. McLaughlin
Village President

ATTEST:

John C. Mihalek
John C. Mihalek
Village Clerk

Consented to by Walgreen Co.

By: _____
Name: _____
Its: _____

Consented to by Bank Leumi

By: CB
Name: Marion Vegetates
Its: Vice President

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. MCCLAUGHLIN, 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 Notary Seal this 4th day of September, 2013.

Nancy A. McInaughan
Notary Public

Commission expires: August 30, 2014



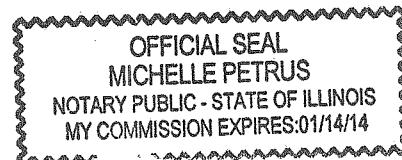
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Scott H. Gordan, 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 14th day of August, 2013.

Michelle Petrus
Notary Public

Commission expires: 1/14/14



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 H. Stenger, Director RE-LAW 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-LAW, 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 Vagelatos, 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