

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]

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 8th day of January, 2018, by and among MICHAEL R. AZZALINE, II and SARA A. AZZALINE, his wife, of 8301 W. 138th Place, 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 are the owners 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 install an eight inch (8") below-ground storm sewer (the "Project").

3. GRANTORS have agreed to grant to GRANTEE a permanent non-exclusive easement for storm sewer and drainage purposes consisting of thirteen hundred twenty square feet (1,320') 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 SEVEN THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS (\$7,260.00) 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. 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 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. 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.

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.

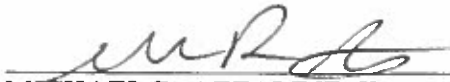
7. Indemnification/Hold Harmless. GRANTEE will defend, protect and save and keep GRANTORS and GRANTORS' agents and employees ("Indemnified Parties") forever harmless and indemnified against and from any and all loss, cost, damage or expense arising out of or from any accident or occurrence resulting 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.

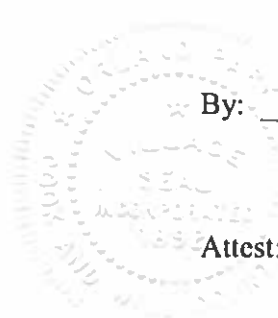
GRANTORS:


MICHAEL R. AZZALINE, II


SARA A. AZZALINE

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 MICHAEL R. AZZALINE, II and SARA A. AZZALINE, 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 8th day of January, 2018.



Notary Public



Commission expires 5/29/19

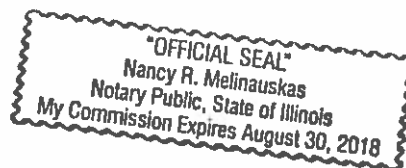
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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 Apr. 1, 2018.

Nancy R. Melinauskas
Notary Public

Commission expires: Aug 30, 2018



PROPERTY AND GRADUATE EASEMENT
NEARLY GRANTED

TEMPORARY CONSTRUCTION EASEMENT
NEARLY GRANTED

100-22 is classified "CONFIDENTIAL" pursuant to 28 C.F.R. § 17.1(b)(1) and 28 C.F.R. § 17.1(b)(2). The information in 100-22 is exempt from public release under 5 U.S.C. § 552(a)(1) and 5 U.S.C. § 552(a)(7)(C). The information in 100-22 is exempt from public release under 5 U.S.C. § 552(a)(1) and 5 U.S.C. § 552(a)(7)(C). The information in 100-22 is exempt from public release under 5 U.S.C. § 552(a)(1) and 5 U.S.C. § 552(a)(7)(C).

4. 이 조약에 따라 양국 국민은 상대방의 영토에서 동등한 권리를 향유할 수 있다.
5. 본 조약이 체결된 후 양국은 상호 협력하여 평화와 안정을 유지하고, 분쟁을 평화적으로 해결할 것을 약속한다.
6. 이 조약은 양국 정부 간에 체결되었으며, 다른 당사자에게 적용되지 않는다.

AN FURTHER SIGN OF GROWTH

80.00%

QUINTANA SUBDIVISION

U.S. GOVERNMENT PRINTING OFFICE: 1975 100-741

4433

2005-06-01

LOT 23

LOT 22

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1. **NAME OF COMPANY** : _____
 2. **NAME OF OFFICE** : _____

[illegible]

DATE OF BIRTH	0
PLACE OF BIRTH	0

한글 자판이든가 영문자판이든가 그 둘을 다 사용해서 편하게 쓸 수 있는 프로그램이 나와야 할 것입니다. 한글 자판과 영문자판이 혼용되는 프로그램이 나와야 할 것입니다. 또 한글 자판과 영문자판이 혼용되는 프로그램이 나와야 할 것입니다. 또 한글 자판과 영문자판이 혼용되는 프로그램이 나와야 할 것입니다.

DATE OF BIRTH: 1914

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DO NOT WRITE IN THESE SPACES

NO CHANGE TO THE REPORT IN 1968
NO CHANGE TO THE REPORT IN 1969

[illegible][illegible][illegible]

TS&L Thomson Surveying Ltd.
9975 W. Humber Court, Suite 202
Richmond, B.C. V6X 3K9
Tel: 291-2711 Fax: 291-1992
Fax: 291-1992 Tel: 291-1992
www.thomsonsurveying.com
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CHRISTOPHER B. BURKE
ENGINEERING, LTD.
9575 W. JAGGINS ROAD SUITE 600
BOSTON, MA 02018

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FLAT OF EASEMENT
ONE AND FIFTY PERCENT, U.S. MARYS

PROJECT NO.	5034
DATE	10 10 1
DR-PROJECT NO.	5034-0101-13000

EXH. A

LEGAL DESCRIPTION
FOR
PERMANENT PUBLIC UTILITY AND DRAINAGE EASEMENT

PIN 27-02-210-009-0000

8301 W. 138th Place
Orland Park, Illinois 60462

LOT 23 10.00' PERMANENT PUBLIC UTILITY AND DRAINAGE EASEMENT LEGAL DESCRIPTION:

THE EAST TEN (10') FEET OF LOT 23 IN QUINTANA, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1980 AS DOCUMENT 25396717 IN COOK COUNTY, ILLINOIS.

CONTAINING 1,320 SQ. FT., MORE OR LESS

Exhibit B