This document prepared by: E. Kenneth Friker On Behalf of the Village of Orland Park Klein, Thorpe and Jenkins, Ltd. 15010 S. Ravinia Ave. – Suite IO Chicago, Illinois 60462

For Recorder's Use Only	

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

This EASEMENT AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_\_, 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

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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, TOTHE 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 05SECONDS EAST 13.78 FEET: THENCE NORTH 42 DEGREES 54 MINUTES 41 SECONDS EAST 23.66 FEET; THENCE NORTH 01 DEGREES 58 MINUTES 22SECONDS WEST 55.71 FEET; THENCE NORTH 88 DEGREES 01 MINUTES 32SECONDS EAST 9.00 FEET; THENCE SOUTH 01 DEGREES 58 MINUTES 22SECONDS 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.

- 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 ILCSI0/ 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

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:	
David P. Maher Village Clerk	
Consented to by Walgreen Co.	Consented to by Bank Leumi
By: Richard H. Spring	By: Name:
Its: 1) A CCTUR RELACEMENTELLAS	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 **GRANTEE:** VILLAGE OF ORLAND PARK, an Illinois municipal corporation By: \_\_\_\_\_\_\_ Daniel J. McLaughlin Village President ATTEST: David P. Maher Village Clerk Consented to by Walgreen Co. Consented to by Bank Leumi By: \_\_\_\_\_\_ Name: \_\_\_\_\_ By: \_\_\_\_\_\_ Name: \_\_\_\_\_ Its: \_\_\_\_\_ 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 **GRANTEE:** VILLAGE OF ORLAND PARK, an Illinois municipal corporation Daniel J. McLaughlin Village President ATTEST: David P. Maher Village Clerk Consented to by Bank Leumi Consented to by Walgreen Co. By: \_\_\_\_\_\_ Name: \_\_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS ) ) SS COUNTY OF COOK )	
I, the undersigned, a Notary Public in and HEREBY CERTIFY that the above-named Selection ORLAND PARK, LLC, an Illinois limited liability of the same person whose name is subscribed to Member/Manager, appeared before me this day in person delivered the said instrument as her own free and volution of said limited liability company for the uses and purpose.	Member/Manager of BGP ompany, is personally known to me to be the foregoing instrument as such son and acknowledged that she signed and antary act and as the free and voluntary act
GIVEN under my hand and Notary Seal this	17th day of August, 2013.
	Melulh Petus Notary Public
Commission expires:	OFFICIAL SEAL MICHELLE PETRUS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/14/14

	) SS	S		
COUNTY OF COOK	)			
I, the undersigned HEREBY CERTIFY President of the Village the Village Clerk of sail persons whose names are person and severally delivered the said instrum affixed thereto, pursual corporation, as their free municipal corporation, for	that DANIEL of Orland Park d municipal co e subscribed to acknowledged ment and cause at to authority and voluntary	J. MCLAUGHI , and DAVD P. orporation, and potential that as such Present the corporate stygiven by the act and as the f	IN, personally know MAHER, personally known to strument, appeared be ident and Village Closeal of said municip Board of Trustees irce and voluntary actions.	known to me to be me to be the same efore me this day in erk, they signed and al corporation to be of said municipal
GIVEN under n	ny hand and No	otary Seal this	day of	, 2013.
			Notary Pu	ıblic
Commission expires:				

STATE OF ILLINOIS

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STATE OF Illinis	)	
	)	SS
COUNTY OF Lake	)	

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO that Richard M. Stever, Director KE-LAW of Walgreen Co., **HEREBY** CERTIFY an Illivis corporation is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such DN COR 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.

OFFICIAL SEAL"

CHARLES KAUFMAN

"OFFICIAL SEAL CHARLES KAUFMAN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/22/2018

9/22/16 Commission expires: \_

	STATE OF ILLINOIS COUNTY OF COOK	) ) SS )			
a New York	I, the undersigned.  HEREBY CERTIFY  Dather (asposalizis person to the foregoing instrume and acknowledged that sl  voluntary act and as the fr therein set forth.	nt as such N he signed an	lember/Manager, appe d delivered the said	cared before me this a instrument as her o	day in person own free and
	GIVEN under my	hand and Not	ary Scal this 16th	_day of <u>August</u>	_,2013.
	OFFICIAL SEAL DOROTHY J. PIONT NOTARY PUBLIC, STATE OF ILLING MY COMMISSION EXPIRES 11-1-20	DIS DIE	4	Notory Public	wit
	Commission expires:	11-1-2016			