

This document prepared by:
Kathleen T. Henn
On Behalf of the Village of Orland Park
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606

For Recorder's Use Only

**BICYCLE AND WALKING PATH EASEMENT AGREEMENT
(153RD STREET AND WOLF ROAD)**

This EASEMENT AGREEMENT is made on December 02, 2012 by ASHBURN BAPTIST CHURCH, (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 and legally described as:

LEGAL DESCRIPTION:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPTING THE EAST QUARTER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY.

PIN: 27-17-102-003-0000

Commonly known as: 15401 Wolf Road, Orland Park, Illinois

WHEREAS, Grantee is desirous of obtaining access to the Grantor's property for the installation, construction, repair and maintenance of a bicycle and walking path and appurtenances thereof along, through, across, over and under that part of the Grantor's property legally described as follows and depicted on Exhibit 1:

LEGAL DESCRIPTION:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 153RD STREET AS DEDICATED PER DOCUMENT NO. 92336900 RECORDED MAY 15, 1992 AND ON THE WEST LINE OF THE EAST QUARTER OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17; THENCE SOUTHERLY ALONG SAID WEST LINE, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF SOUTH 01 DEGREES 32 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 88 DEGREES 40 MINUTES 10 SECONDS WEST, 800.00 FEET ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF 153RD STREET; THENCE NORTH 01 DEGREES 19 MINUTES 50 SECONDS WEST, 40.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 88 DEGREES 40 MINUTES 10 SECONDS EAST, 799.85 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

WHEREAS, in exchange for the easement for the bicycle and walking path, Grantee has agreed to waive the platform elevator inspection fees for the Grantor for a period of ten years from the effective date of this Easement Agreement, to construct a storm sewer through property to the north and to complete this construction in conjunction with the construction of the bicycle path, and to pay the Grantor the amount of \$4,189.13 in consideration for this Easement Agreement; and

WHEREAS, the Grantee has agreed that it will indemnify, defend and hold harmless Grantor from and against all claims arising from use of the bicycle path; and

WHEREAS, the Grantee will be responsible for maintenance of the bicycle and walking path.

NOW, THEREFORE, in consideration of \$4,189.13 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grantor hereby grants a perpetual easement to the Grantee along, through, across, over and under the Grantor's property as described above and as depicted on the Plat of Easement Exhibit attached hereto as Exhibit 1 for the installation, construction and maintenance of a bicycle and walking path.

2. Upon execution hereof by the duly authorized representatives/officers of Grantor, Grantee shall pay to Grantor the sum of FOUR THOUSAND ONE HUNDRED AND EIGHTY-NINE DOLLARS AND 13 CENTS (\$4,189.13).

3. Grantee shall be responsible for all maintenance of the bicycle and walking path.

4. 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 of the bicycle and walking path provided in this Agreement, 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.*)

5. Grantee agrees to waive the platform elevator inspection fees for the Grantor for a period of ten years from the effective date of this Grant of Easement.

6. Grantee agrees to install a storm sewer through property to the north in conjunction with the construction of the bicycle and walking path.

7. This Easement Agreement may not be modified, amended or terminated except upon the prior written consent of the Grantee.

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

IN WITNESS WHEREOF, the Parties have made and executed the foregoing Bicycle and Walking Path Easement Agreement as of the date hereinabove written.

GRANTOR:

By: Laurence Brewer
Authorized Officer

ATTEST:

Frederick Joseph
Secretary

By: James O. Smith
Authorized Officer

ATTEST:

Matthew Parker
Secretary

GRANTEE:

VILLAGE OF ORLAND PARK, an Illinois
municipal corporation

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

ATTEST:

David P. Maher
David P. Maher
Village Clerk