

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

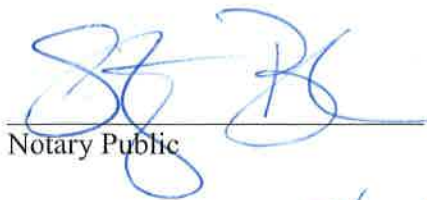
Attest: _____
JOHN C. MEHALEK, Village Clerk

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

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 _____ day of _____, 2018.

Notary Public

Commission expires: _____

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

This document prepared by:

E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

RETURN TO RECORDERS BOX 324

For Recorder's Use Only

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, that the Grantors, MICHAEL R. AZZALINE, II and SARA A. AZZALINE, his wife, of 8301 W. 138th Place, Orland Park, Illinois 60462 ("Grantors"), for and in consideration of the sum of SEVEN HUNDRED NINETY-TWO AND 00/100 DOLLARS (\$792.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and other good and valuable consideration as hereinafter provided, hereby represents that they own the fee simple title to, and do by these presents grant the right, easement and privilege to enter upon the following described land (the "Easement Premises") unto the VILLAGE OF ORLAND PARK, an Illinois municipal corporation, having its address at 14700 S. Ravinia Avenue, Orland Park, Illinois 60462 ("Grantee"), including Grantee's agents, employees and contractors, for the purpose of installation of a below-ground eight inch (8") storm sewer within an existing public utility easement (the "Project"), upon the real property as depicted on Exhibit A and legally described in Exhibit B attached hereto and made a part hereof.

ADDRESS: 8301 W. 138th Place, Orland Park, Illinois 60462

PIN 27-02-210-009-0000

Said Easement Premises contains 396 square feet, more or less.

- I. This Grant of Temporary Construction Easement shall be in effect and commence beginning on the date of execution of this Grant (the "Easement Commencement Date") by the Grantors and shall remain in effect only for a period extending from the Easement Commencement Date to a date ending on the earlier of: (i) the expiration of eight (8) months from the date hereof; or (ii) the completion of the Project work (the "Easement Period").

2. The Temporary Construction Easement granted herein is intended for working within the area of the Easement Premises to achieve the excavation, storm sewer installation and Easement Premises restoration. The Grantee shall cause all equipment and materials necessary to effectuate this purpose to be restricted within the Easement Premises and in an orderly manner. No equipment or materials shall be allowed upon any non-easement area. 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 a better condition than on the Easement Commencement Date, including bush and tree replacement. Subject to the Grantee's prior approval of the work and cost, and upon receipt of a paid invoice, Grantee will reimburse Grantors for landscaping restoration performed by Grantors' landscape contractor. In addition, Grantee covenants that its contractor will take all necessary and reasonable precautions to prevent any damage to the foundation of Grantors' residence caused by the Project work provided for herein.
3. Grantee will defend, protect and save and keep Grantors and Grantors' agents, invitees 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 on or about the Easement Premises, resulting from Grantee's activities pursuant to the terms of this Easement Grant during the Easement Period, that causes injury to any person or property whomsoever or whatsoever.
4. All notices or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means:
 - (a) Personal service;
 - (b) Overnight courier; or
 - (c) Registered or certified first class mail, postage prepaid, return receipt requested;

If to the Grantee:

Mr. Joseph LaMargo, Village Manager
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

With a copy to:

Mr. E. Kenneth Friker
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue – Suite 10
Orland Park, Illinois 60462

If to the Grantors:

Michael R. Azzaline II and Sara A. Azzaline
8301 W. 138th Place
Orland Park, Illinois 60462

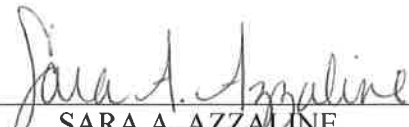
The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices or other communications shall be sent. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice or other communication sent pursuant to (b) shall be received on the day immediately following deposit with the overnight courier, and any notice sent pursuant to clause (c) shall be deemed received two business days following deposit in the U.S. Mail.

Dated this 8th day of January, 2018.

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

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 _____ day of _____, 2018.

Notary Public

Commission expires: _____

LEGAL DESCRIPTION
FOR
TEMPORARY EASEMENT
PIN 27-02-210-009-0000

8301 W. 138th Place
Orland Park, Illinois 60462

LOT 23 (*8301) 3.00' TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION:

THE WEST THREE (3.0') FEET OF THE EAST THIRTEEN (13.0') 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 396 SQ. FT., MORE OR LESS

Exhibit B