

**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

STORM SEWER EASEMENT

THIS STORM SEWER EASEMENT (this "Easement") is made and entered into this _____ day of _____, 2019, by and between ANDREA D. SPERANDO an unmarried person, of 14610 Birch Street, Orland Park, Illinois 60462 (hereinafter referred to as the "GRANTOR"), 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. GRANTOR is the owner 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 is in possession thereof.

2. GRANTEE proposes to install an eight inch (8") below-ground storm sewer (the "Project").

3. GRANTOR has agreed to grant to GRANTEE a non-exclusive easement for storm sewer purposes 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 THREE THOUSAND ONE HUNDRED SEVEN AND 50/100 DOLLARS (\$3,107.50) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does 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 Easement. GRANTOR does hereby grant and convey to the GRANTEE and its employees, licensees, agents, independent contractors, successors and assigns, a nonexclusive easement, in, over, upon, across and through the Property 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.

3. Use of Easement. GRANTEE shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 2 hereof. GRANTOR hereby covenants with GRANTEE that GRANTEE shall have quiet and peaceful possession, use and enjoyment of the easement granted herein.

4. Covenants Running with the Land. This 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. Perpetual Duration. This 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. GRANTOR shall have the right to use the Property, or any portion thereof, or any property of GRANTOR 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 GRANTOR and GRANTOR'S 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 GRANTOR and GRANTEE and recorded in the Public Records of Cook County, Illinois. If GRANTOR 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, GRANTOR and GRANTEE have caused these presents to be executed as of the day and year first above written.

GRANTOR:



ANDREA D. SPERANDO

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 COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named ANDREA D. SPERANDO, an unmarried person, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 8th day of April, 2019.

Nancy A Melinauska
Notary Public



Commission expires Aug 30, 2022

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

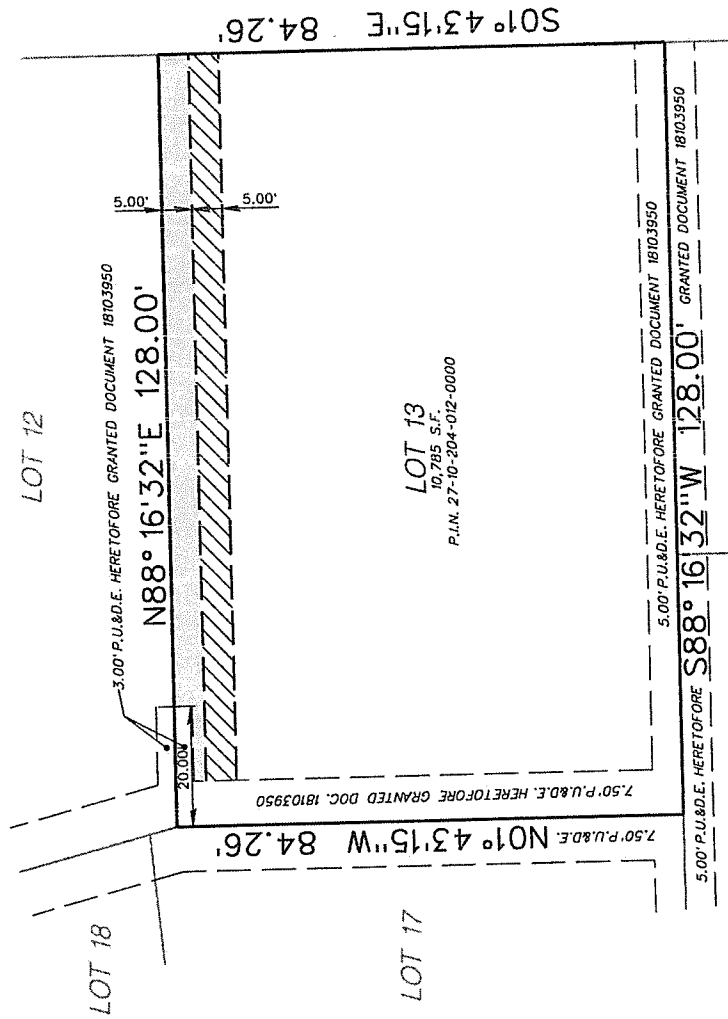
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that KEITH PEKAU, personally known to me to be the President of the Village of Orland Park, and JOHN C. MEHALEK, personally known to me to be the Village Clerk of said municipal corporation, and personally 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 _____, 2019

Notary Public

Commission expires: _____

EASEMENT EXHIBIT



BIRCH STREET
60' R.O.W.

LEGEND

- P.U.&D.E.
- 5.00 FOOT PERMANENT EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE HEREBY GRANTED.
- 5.00 FOOT TEMPORARY CONSTRUCTION EASEMENT HEREBY GRANTED.

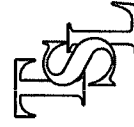
SCALE: 1" = 20'
BEARINGS ARE FOR ANGULAR
REFERENCE ONLY AND ARE
NOT RELATED TO TRUE OR
MAGNETIC NORTH.

5.00 FOOT PERMANENT EASEMENT FOR
PUBLIC UTILITIES AND DRAINAGE.

THE NORTH 5.00 FEET, EXCEPT THE WEST 7.50 FEET THEREOF AND ALSO EXCEPT
THE NORTH 3.00 FEET, EXCEPT THE WEST 7.50 FEET THEREOF, BEING A PART OF
THE SOUTH 42 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER AND PART
OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAN THEREOF RECORDED MARCH 8, 1961 AS DOCUMENT NUMBER 18103950,
IN COOK COUNTY, ILLINOIS,
CONTAINING 565 SQUARE FEET MORE OR LESS.

5.00 FOOT TEMPORARY CONSTRUCTION
EASEMENT

THE SOUTH 5.00 FEET OF THE NORTH 10.00 FEET, EXCEPT THE WEST 7.50 FEET THEREOF,
OF LOT 13 IN BLOCK 6, IN FARWAY ESTATES UNIT 3 SUBDIVISION, BEING A PART OF
THE SOUTH 42 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER AND PART
OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAN THEREOF RECORDED MARCH 8, 1961 AS DOCUMENT
NUMBER 18103950, IN COOK COUNTY, ILLINOIS,
CONTAINING 602 SQUARE FEET MORE OR LESS.



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Thomson Surveying Ltd.

PROJECT NO. 4853 DATE: 3-8-19
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LEGAL DESCRIPTION
FOR
PERMANENT STORM SEWER EASEMENT
PIN 27-10-204-012-0000

14610 Birch Street
Orland Park, Illinois 60462

LOT 13 (*14610) 5.00' PERMANENT STORM SEWER EASEMENT LEGAL DESCRIPTION:

THE NORTH 5.00 FEET, EXCEPT THE WEST 7.50 FEET THEREOF AND ALSO EXCEPT THE NORTH 3.00 FEET OF THE WEST 20.00 FEET, OF LOT 13 IN BLOCK 6 IN FAIRWAY ESTATES UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE SOUTH 42 ACRES OF THE WEST 'A OF THE NORTHEAST 'A AND PART OF THE SOUTHEAST 'A OF THE NORTHWEST $\frac{1}{4}$ ALL IN SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1961 AS DOCUMENT NUMBER 18103950

CONTAINING 565 SQ. FT., MORE OR LESS

Exhibit B