

THIS DOCUMENT WAS PREPARED BY:

Klein Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606
E. Kenneth Friker, Esq.

AFTER RECORDING RETURN TO:

RECORDER'S BOX 324

{The above space reserved for the County Recorder's Office}

UTILITY (WATER MAIN) EASEMENT

THIS UTILITY (WATER MAIN) EASEMENT (this "Easement") is made and entered into this 19th day of March, 2014, by and between STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated April 18, 1966 and known as Trust Number 2860, 7800 W. 95th Street, Hickory Hills, Illinois (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 more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Easement Property") and as depicted on the Plat of Easement attached hereto and by this reference made a part hereof as Exhibit "B", and is in possession thereof.

2. GRANTEE proposes to construct and install a water main across, through and under the Easement Property (the "Project").

3. GRANTOR has agreed to grant to GRANTEE an exclusive Easement for water main purposes on the Easement Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) 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, an ~~exclusive~~ Easement, in, over, upon, across and through the Easement Property for utility purposes limited to constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting a water main, as well as ingress and egress in, over, under, upon, across and through the Easement Property with full rights and authority to enter upon and excavate the Easement Property.

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. Protection of GRANTOR's Property. GRANTEE shall repair, replace and/or restore any damaged area(s) of GRANTOR's property, to the condition existing before any such damage, resulting from GRANTEE's installation, operation, maintenance, inspection, repair or replacement of such water main as well as GRANTEE's access thereto.

5. Indemnification of GRANTOR. GRANTEE shall fully indemnify and hold GRANTOR harmless from any liability, claim, suit, or cause of action (including reasonable attorneys' fees and costs of defense) resulting from any property damage, personal injury or death caused by GRANTEE's activities as contemplated by this UTILITY (WATER MAIN) EASEMENT, and including any such liability, claim, suit or cause of action resulting from the negligence or willful misconduct of GRANTEE, its employees, licensees, agents, independent contractors, successors and/or assigns in exercising its or their rights under this Easement.

6. 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.

7. Perpetual Duration. This Easement shall be perpetual in duration.

8. Rights Reserved. The Easement rights granted herein are 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.

9. 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 obtains 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. This Easement sets forth the entire agreement between GRANTOR and GRANTEE relating to the Easement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused these presents to be executed as of the day and year first above written.

GRANTOR:

STANDARD BANK AND TRUST COMPANY,
not personally but as Trustee under Trust Agreement
dated April 18, 1966, and known as Trust Number 2860

By:


Assistant Vice President and Trust Officer
Patricia Ralphson, AVP & TO

ATTEST:

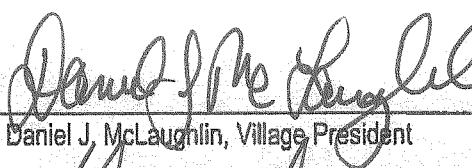

Assistant Trust Officer Donna Diviero, ATO

**EXCULPATORY CLAUSE ATTACHED
HERE TO AND MADE A PART HERE OF**

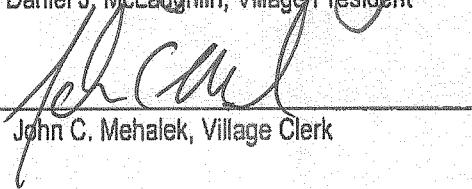
GRANTEE:

VILLAGE OF ORLAND PARK, an Illinois municipal corporation

By:


Daniel J. McLaughlin, Village President

Attest:

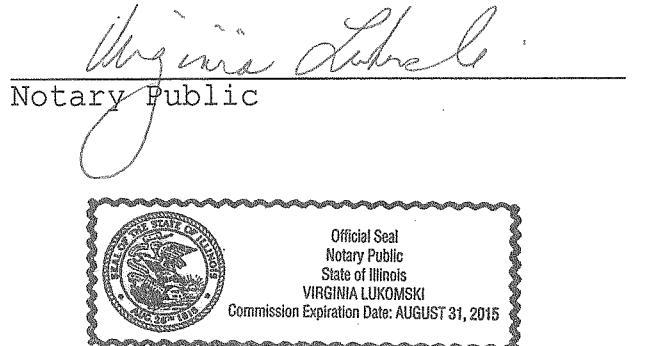

John C. Mehalek, Village Clerk

This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 2860 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said Document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Ralphson, AVP& TO of STANDARD BANK & TRUST COMPANY and Donna Diviero, ATO of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP&TO and ATO respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said ATO did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of March, 2014.



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 DANIEL J. MCCLAUGHLIN, 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 21st day of April, 2014.

Nancy R. Melinauskas
Notary Public

Commission expires: Aug. 30, 2014

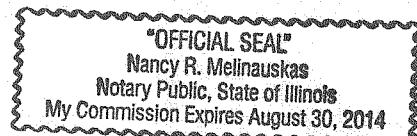


Exhibit "A"

EASEMENT PROPERTY

THAT PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE GRASSLANDS SUBDIVISION RECORDED FEBRUARY 20, 1996 AS DOCUMENT NUMBER 96129697; THENCE NORTH 00 DEGREES 06 MINUTES 30 SECONDS ALONG THE WEST LINE OF SAID GRASSLANDS SUBDIVISION A DISTANCE OF 163.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 59 SECONDS WEST A DISTANCE OF 158.16 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 02 SECONDS WEST, A DISTANCE OF 163.96 FEET TO THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 30; THENCE NORTH 89 DEGREES 58 MINUTES 10 SECONDS WEST, ALONG SAID SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 30, A DISTANCE OF 20 FEET TO THE NORTHEAST CORNER OF LOT 40 IN BROOK HILLS P.U.D. UNIT ONE RECORDED MARCH 27, 1986 AS DOCUMENT NUMBER 86119024; THENCE NORTH 00 DEGREES 06 MINUTES 02 SECONDS EAST, A DISTANCE OF 183.99 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 59 SECONDS EAST A DISTANCE OF 178.09 FEET TO SAID WEST LINE OF THE GRASSLANDS SUBDIVISION; THENCE SOUTH 00 DEGREES 06 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE OF GRASSLANDS SUBDIVISION, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING: 6,840 SQ. FT. (0.16 acres)