STATE OF ILLINOIS )
COUNTY OF COOK ) SS.
COUNTY OF WILL )

CLERK'S CERTIFICATE

I, PATRICK REA, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2015-R-037

RESOLUTION APPROVING AND ACCEPTING A SIDEWALK AND PUBLIC ACCESS AGREEMENT WITH STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 2004 AND KNOWN AS TRUST NUMBER 18586 AT 7777 W. 159 TH STREET WITHIN THE B-3 GENERAL BUSINESS DISTRICT

which was adopted by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 3rd day of November, 2015, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 3rd day of November, 2015.

I further certify that the vote on the question of the adoption of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker, Brady

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 3rd day of November, 2015.

[Signature]
Village Clerk
RESOLUTION NO. 2015-R-037

RESOLUTION APPROVING AND ACCEPTING A SIDEWALK AND PUBLIC ACCESS AGREEMENT WITH STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 2004 AND KNOWN AS TRUST NUMBER 18586 AT 7777 W. 159TH STREET WITHIN THE B-3 GENERAL BUSINESS DISTRICT

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois have considered a Sidewalk and Public Access Easement Agreement (the “Agreement”), between Standard Bank and Trust Company, a Corporation of Illinois, as Trustee under Trust Agreement Dated December 10, 2004 and known as Trust Number 18586 (“Owner”) and the Village of Tinley Park, Cook and Will Counties, Illinois, an Illinois Municipal Corporation (“Village”), a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1 and determined that said Agreement is in the best interest of the Village of Tinley Park and its residents.

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of and operative provisions of this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Agreement be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: The Agreement attached hereto as EXHIBIT 1 entitled “Sidewalk and Public Access Easement Agreement” is hereby adopted and approved.
Section 5: This Resolution shall be in full force and effect upon its adoption and approval.

ADOPTED the 3rd day of November, 2015, by the following roll call vote:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker, Brady

NAYS: None

ABSENT: None

APPROVED this 3rd day of November, 2015.

ATTEST: 

[Signature]
Village Clerk

[Signature]
President
Prepared by and after recording return to:

Thomas J. Canna
Canna and Canna, Ltd.
10703 W. 159th St.
Orland Park, Illinois 60467

SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT

THIS SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT (the "Agreement") is made as of the Effective Date (as that term is defined below) by and between STANDARD BANK & TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 2004 AND KNOWN AS TRUST NUMBER 18586 ("Owner"), and the VILLAGE OF TINLEY PARK, Cook and Will Counties, Illinois, an Illinois Municipal Corporation ("Village").

RECITALS:

A. Owner is the owner of the property legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and

B. In order to provide for a public sidewalk in accordance with the Village Ordinances, the owner has asked that a portion of said sidewalk be located on his property; and

C. In accordance with the provisions of the Village’s Ordinance 2015-O-037 (Ordinance Granting a Special Use for Certain Property located at 7777 159th Street-Dreamland Academy Day Care Center) dated August 18, 2015, the Village has required that this Easement Agreement be entered into by the parties hereto; and

D. Owner desires to satisfy the Village’s aforesaid requirement by entering into this Agreement.

NOW, THEREFORE, in consideration of the above Recitals, which are hereby incorporated herein as material to this Agreement and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SIDEWALK AND PUBLIC ACCESS EASEMENT GRANT. Owner hereby grants to the Village, for the use and benefit of the Village and the general public, a nonexclusive sidewalk and public access easement over the portion of the Property legally described on Exhibit B attached hereto and made a part hereof and depicted on Exhibit C attached hereto and
made a part hereof ("Easement"). The Easement is intended solely for the maintenance and use of a sidewalk for pedestrian traffic in compliance with Village ordinances applicable thereto as may be approved or subject to variance with regard to the Property. The Easement grants no right to any person or entity to use of the space or area under the sidewalk constructed in the Easement except as may be expressly granted by separate written agreement. The Village will maintain said sidewalk at its expense, without contribution from the Owner except as otherwise agreed.

2. **NOTICES.** All notices or communications herein required or that a party hereto desires to give to the other ("notice" or "notices") shall be in writing and sent by (i) registered or certified mail, postage prepaid, return receipt requested, or (ii) nationally recognized overnight courier service that provides a receipt. In either case, notices shall be sent to the following addresses (or such other addresses as the parties may give notice of hereunder):

- **If to Owner:** Marie T. Manny  
  19408 South Hunter Trail  
  Mokena, IL  60448

- **With a copy to:** Canna and Canna, Ltd.  
  Attn: Thomas J. Canna  
  10703 W. 159th St.  
  Orland Park, IL  60467

- **If to the Village:** Village of Tinley Park  
  Attn: Village Manager  
  16250 S. Oak Park Ave.  
  Tinley Park, IL  60477

- **With a copy to:** Klein, Thorpe and Jenkins, Ltd.  
  Attn: Terrence M. Barnicle, Village Attorney  
  20 North Wacker Drive, Suite 1660  
  Chicago, IL  60606

Notices sent by certified mail shall be effective three (3) business days after mailing. Notices sent by courier shall be effective one (1) business day after delivery to the courier service.

3. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

4. **HEADINGS.** Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

5. **MODIFICATION.** This Agreement cannot be changed, modified, waived or discharged except by written agreement signed by the parties hereto.

6. **RECORDING.** This Agreement shall be recorded against the Property in the Office of the Recorder of Deeds of Cook County, Illinois and Owner shall be responsible for the recording fees.
7. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties concerning the subject matter herein contained. There are no oral promises, conditions, representations, undertakings or terms of any nature as conditions or inducement to the signing of this Agreement that are in effect.

8. EFFECTIVE DATE. This Agreement shall be deemed dated and become effective as of October 6, 2015.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

OWNER:

STANDARD BANK & TRUST COMPANY,
A CORPORATION OF ILLINOIS, AS
TRUSTEE UNDER TRUST AGREEMENT
DATED DECEMBER 10, 2004 AND KNOWN
AS TRUST NUMBER 18586

By: ________________________________
Name: Thomas Clifford
Its: SRVP & SRTO

VILLAGE:

VILLAGE OF TINLEY PARK, ILLINOIS

By: ________________________________
Name: David G. Seaman
Its: President

ATTEST:

_______________________________
Patrick E. Rea, Village Clerk

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claim, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, acting individually or as Trustees, be under any duty or obligation to re-enter the rents, leases and profits arising from the property described in or any other property which it may hold under the terms and conditions of said Trust Agreement.
STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that ___Thomas Clifford___, personally known to me to be the ___SVP & SRTO___ of STANDARD BANK & TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 2004 AND KNOWN AS TRUST NUMBER 18586, and 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 he is authorized to and has signed and delivered said instrument as his free and voluntary act and the free and voluntary act of STANDARD BANK & TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 2004 AND KNOWN AS TRUST NUMBER 18586 for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ___5th___ day of ___October___, 2015.

[Signature]
Notary Public
My commission expires: ___

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that David G. Seaman personally known to me to be the President of the Village of Tinley Park, an Illinois municipal corporation, and Patrick E. Rea, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such Village 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 Village 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 notarial seal, this ___3rd___ day of ___November___, 2015.

[Signature]
Notary Public
My commission expires: __9/14/2015__

[Stamp]
OFFICIAL SEAL
LAURA J GODETTE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:9/14/19
EXHIBIT A

LEGAL DESCRIPTION OF OWNER'S PROPERTY

LEGAL DESCRIPTION: PARCEL 1: THE WEST 180.0 FEET OF THE NORTH 242.0 FEET OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE WEST 180.0 FEET OF SAID EAST ½ OF THE NORTHWEST ¼ OF SECTION 24, LYING SOUTH OF THE NORTH 242.0 FEET THEREOF AND LYING NORTH OF A LINE BEGINNING AT A POINT IN THE WEST LINE OF SAID EAST ½ OF THE NORTHWEST ¼ OF SECTION 24, THAT IS 306.95 FEET SOUTH OF THE NORTH LINE OF SAID EAST ½ OF THE NORTHWEST ¼ AND RUNNING THENCE EASTERLY 180.0 FEET TO A POINT THAT IS 308.97 FEET SOUTH OF THE NORTH LINE OF SAID EAST ½ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 27-24-101-024-0000, 27-24-101-003-0000
EXHIBIT B

LEGAL DESCRIPTION OF SIDEWALK EASEMENT

COMMENCING AT THE NORTHEAST CORNER OF THE WEST 180.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE, ON AN ASSUMED BEARING SOUTH 00 DEGREES 00 MINUTES 26 SECONDS WEST A DISTANCE OF 68.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 26 SECONDS WEST A DISTANCE OF 7.88 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 57 SECONDS EAST A DISTANCE OF 77.82 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 8.73 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 37 SECONDS EAST A DISTANCE OF 77.82 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.
EXHIBIT C

SIDEWALK EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 180.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 50 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE ON AN ASSUMED BEARING SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 86.25 FEET TO THE POINT OF BEGINNING; THEFEE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 77.82 FEET; ThENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 86.25 FEET; ThENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 77.82 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

STATE OF ILLINOIS
COUNTY OF MALL J. S. S.
FIELD WORK COMPLETED ON THIS DAY OF JULY, 2013.
JLT LAND SURVEYING SERVICES INCORPORATED HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HERETO ATTACHED PLAN IS A CORRECT REPRESENTATION THEREOF.

DATED this 27th Day of JULY, 2013.

SURVEY NO. 10-07-248

IPLS No. 3354

Dreamland Sidewalk Easement