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 _____, 2015, by and among ROBERT J. ZAPOLIS and ANN MARIE JAGIELLA, his wife, of 13315 Strawberry Lane, 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 a thirty-six inch (36") below-ground storm sewer (the "Project").

3. GRANTORS have 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 TWO THOUSAND NINE HUNDRED EIGHTY-THREE AND 50/100 DOLLARS ($2,983.50) 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:

EXHIBIT A

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. 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 the Property for constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting a thirty-six inch (36") 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. 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. 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. 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:

_____

ROBERT J. ZAPOLIS

_____

ANN MARIE JAGIELLA

GRANTEE:

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: _____
Daniel J. McLaughlin, 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 ROBERT J. ZAPOLIS and ANN MARIE JAGIELLA, 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 _____ day of _____, 2015.

_____
Notary Public

Commission expires _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

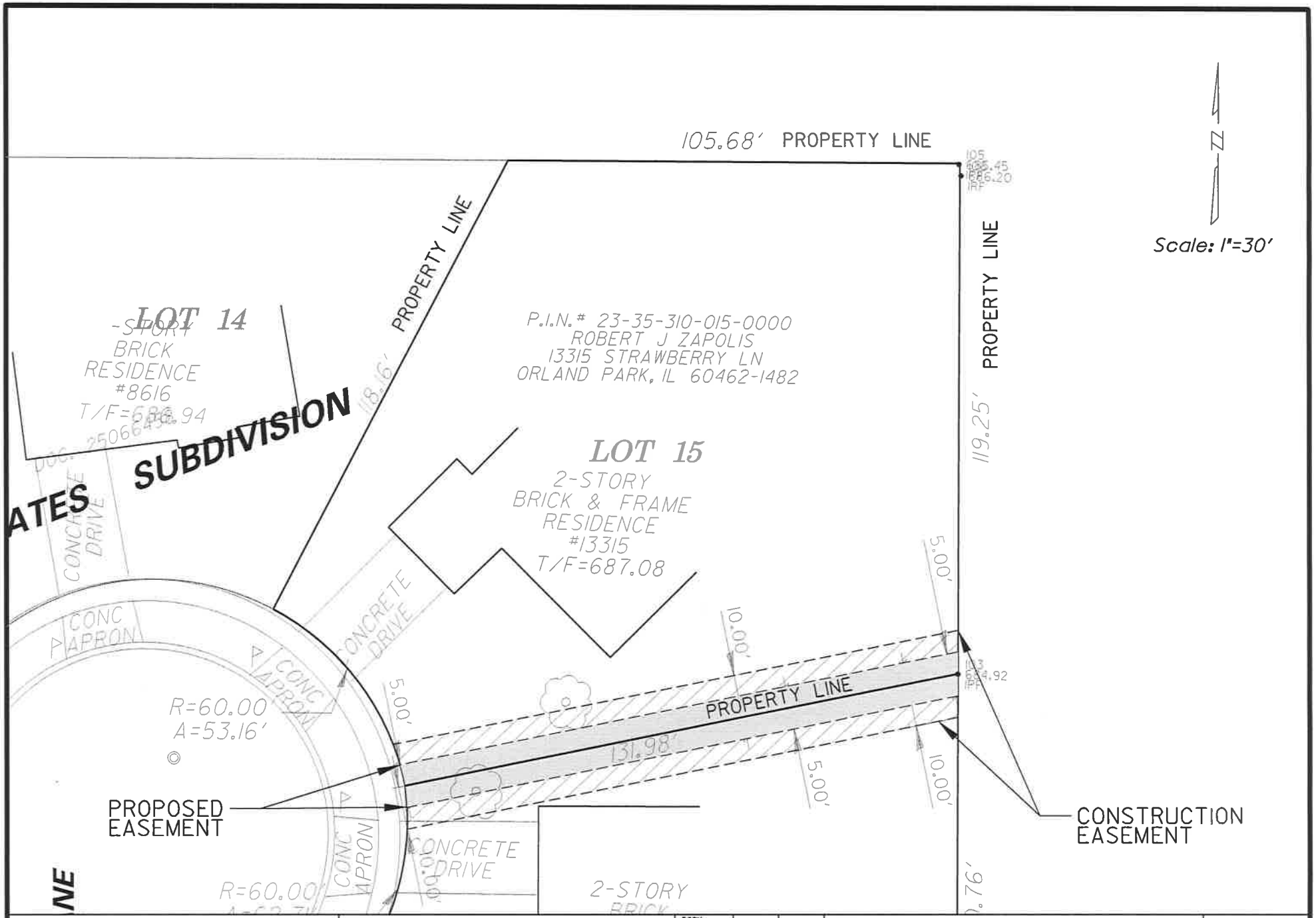
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. MCLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and JOHN C. MEHALEK, personally known to me to be the Village Clerk of said municipal corporation, and 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 _____, 2015.

_____
Notary Public

Commission expires: _____

Exhibit A



CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500	CLIENT: **VILLAGE OF ORLAND PARK**	DSGN.		TITLE: **13315 STRAWBERRY LANE ORLAND PARK, IL. 60462**	PROJ. NO.
		DWN.			DATE:
		CHKD.			SHEET OF
		SCALE:	30'		DRAWING NO.
		PLOT DATE:	2/17/2015		
		CAD USER:	Janelle		
		FILE:	13315 Strawberry Ln		
		MODEL:	Default		

FILE NAME N:\ORLANDPARK\203412\Civil\Exhibits\1335 Strawberry Ln.dgn

LEGAL DESCRIPTION
FOR
PERMANENT STORM SEWER EASEMENT
PIN 23-35-310-015-0000

13315 Strawberry Lane
Orland Park, Illinois 60462

LOT 15 (*13315) 5.00' PERMANENT STORM SEWER EASEMENT LEGAL DESCRIPTION:

THE SOUTH 5.00 FEET OF LOT 15 IN PARK VIEW ESTATES SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1979 AS DOCUMENT 25066458, IN COOK COUNTY, ILLINOIS.

CONTAINING 663 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, ROBERT J. ZAPOLIS and ANN MARIE JAGIELLA, his wife, of 13315 Strawberry Lane, Orland Park, Illinois 60462 ("Grantors"), for and in consideration of the sum of EIGHT HUNDRED THIRTY-SEVEN AND 50/100 DOLLARS ($837.50) 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 thirty-six inch (36") 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: 13315 Strawberry Lane, Orland Park, Illinois 60462

PIN 23-35-310-015-0000

Said Easement Premises contains 670 square feet, more or less.

1. 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. Paul Grimes, 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:

Robert J. Zapolis and Ann Marie Jagiella
13315 Strawberry Lane
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 _____ day of _____, 2015.

GRANTORS:

_____
ROBERT J. ZAPOLIS

_____
ANN MARIE JAGIELLA

GRANTEE:

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: _____
Daniel J. McLaughlin, 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 ROBERT J. ZAPOLIS and ANN MARIE JAGIELLA, 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 _____ day of _____, 2015.

_____
Notary Public

Commission expires _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

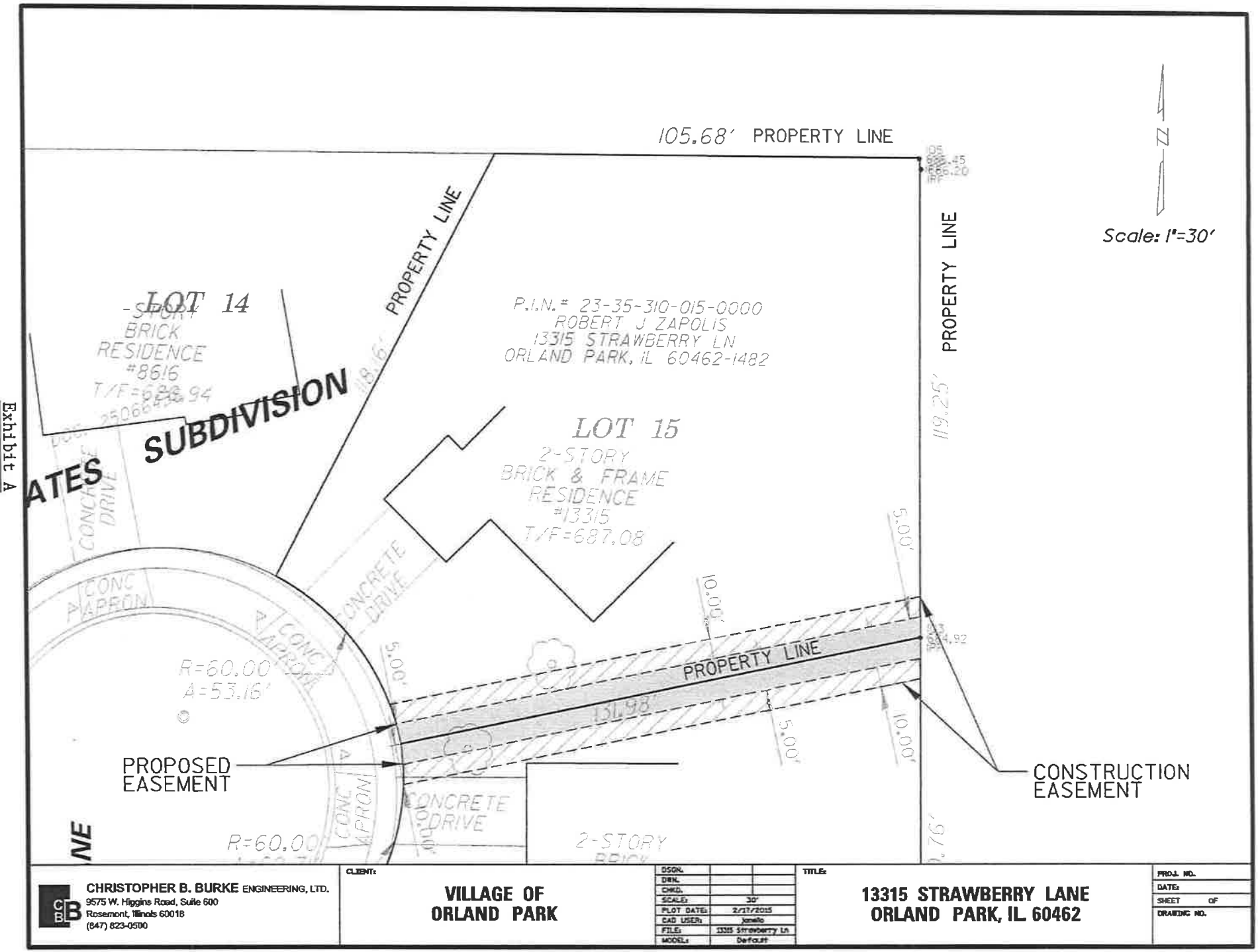
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. MCLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and JOHN C. MEHALEK, personally known to me to be the Village Clerk of said municipal corporation, and 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 _____, 2015.

_____
Notary Public

Commission expires: _____

Exhibit A



CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500	CLIENT: VILLAGE OF ORLAND PARK	DSGN. DRN. CHKD. SCALE: 30' PLOT DATE: 2/17/2015 CAD USER: Jamelio FILE: 13315 Strawberry Ln MODEL: Default	TITLE: 13315 STRAWBERRY LANE ORLAND PARK, IL 60462	PROJ. NO. DATE: SHEET OF DRAWING NO.

FILE NAME: N:\ORLANDPARK\2014\Civil\Exhibits\13315 Strawberry Ln.dgn

LEGAL DESCRIPTION
FOR
TEMPORARY EASEMENT
PIN 23-35-310-015-0000

13315 Strawberry Lane
Orland Park, Illinois 60462

LOT 15 (*13315) 5.00' TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION:

THE NORTH 5.00 FEET OF THE SOUTH 10.00 FEET OF LOT 15 IN PARK VIEW ESTATES SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1979 AS DOCUMENT 25066458, IN COOK COUNTY, ILLINOIS.

CONTAINING 670 SQ. FT., MORE OR LESS

Exhibit B

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 _____, 2015, by and among MICHAEL P. LAWLER, RAINA L. LAWLER and RUTH H. VODICKA, of 13329 Strawberry Lane, 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 a thirty-six inch (36") below-ground storm sewer (the "Project").

3. GRANTORS have 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 TWO THOUSAND NINE HUNDRED SIXTY-FIVE AND 50/100 DOLLARS ($2,965.50) 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 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 the Property for constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting a thirty-six inch (36") 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. 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. 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. 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 P. LAWLER

_____
RAINA L. LAWLER

_____
RUTH H. VODICKA

GRANTEE:

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: _____
Daniel J. McLaughlin, 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 P. LAWLER, RAINA L. LAWLER and RUTH H. VODICKA, 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 _____ day of _____, 2015.

_____
Notary Public

Commission expires _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

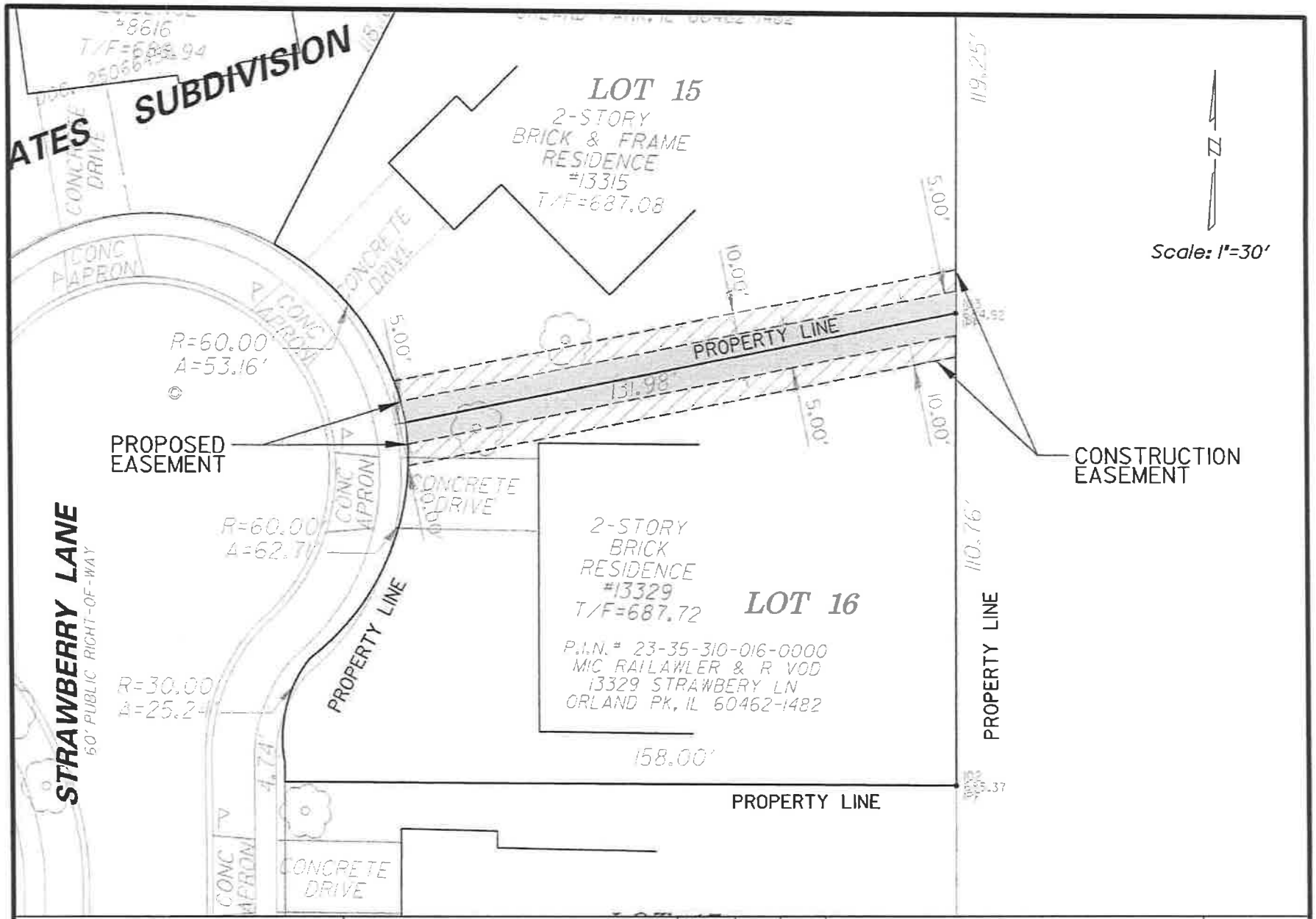
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. MCLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and JOHN C. MEHALEK, personally known to me to be the Village Clerk of said municipal corporation, and 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 _____, 2015.

_____
Notary Public

Commission expires: _____

Exhibit A



CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500	CLIENT: VILLAGE OF ORLAND PARK	DSGN. DWN. CHKD. SCALE: 30' PLOT DATE: 2/17/2015 CAD USER: jsmith FILE: 13329 Strawberry Ln MODEL: Default	TITLE: 13329 STRAWBERRY LANE ORLAND PARK, IL. 60462	PROJ. NO. DATE: SHEET OF DRAWING NO.

FILE NAME: H:\ORLAND\PLOTS\2014\Civil\Exhibits\13329 Strawberry Ln.dgn

LEGAL DESCRIPTION
FOR
PERMANENT STORM SEWER EASEMENT
PIN 23-35-310-016-0000

13329 Strawberry Lane
Orland Park, Illinois 60462

LOT 16 (*13329) 5.00' PERMANENT STORM SEWER EASEMENT LEGAL DESCRIPTION:

THE NORTH 5.00 FEET OF LOT 16 IN PARK VIEW ESTATES SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1979 AS DOCUMENT 25066458, IN COOK COUNTY, ILLINOIS.

CONTAINING 659 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 P. LAWLER, RAINA L. LAWLER and RUTH H. VODICKA, of 13329 Strawberry Lane, Orland Park, Illinois 60462 ("Grantors"), for and in consideration of the sum of EIGHT HUNDRED TWENTY-ONE AND 25/100 DOLLARS ($821.25) 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 thirty-six inch (36") 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: 13329 Strawberry Lane, Orland Park, Illinois 60462

PIN 23-35-310-016-0000

Said Easement Premises contains 657 square feet, more or less.

1. 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").

EXHIBIT D

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. Paul Grimes, 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 P. LAWLER, RAINA L. LAWLER and RUTH H. VODICKA
13329 Strawberry Lane
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 _____ day of _____, 2015.

GRANTORS:

_____
MICHAEL P. LAWLER

_____
RAINA L. LAWLER

_____
RUTH H. VODICKA

GRANTEE:

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: _____
Daniel J. McLaughlin, 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 P. LAWLER, RAINA L. LAWLER and RUTH H. VODICKA, 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 _____ day of _____, 2015.

_____
Notary Public

Commission expires _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

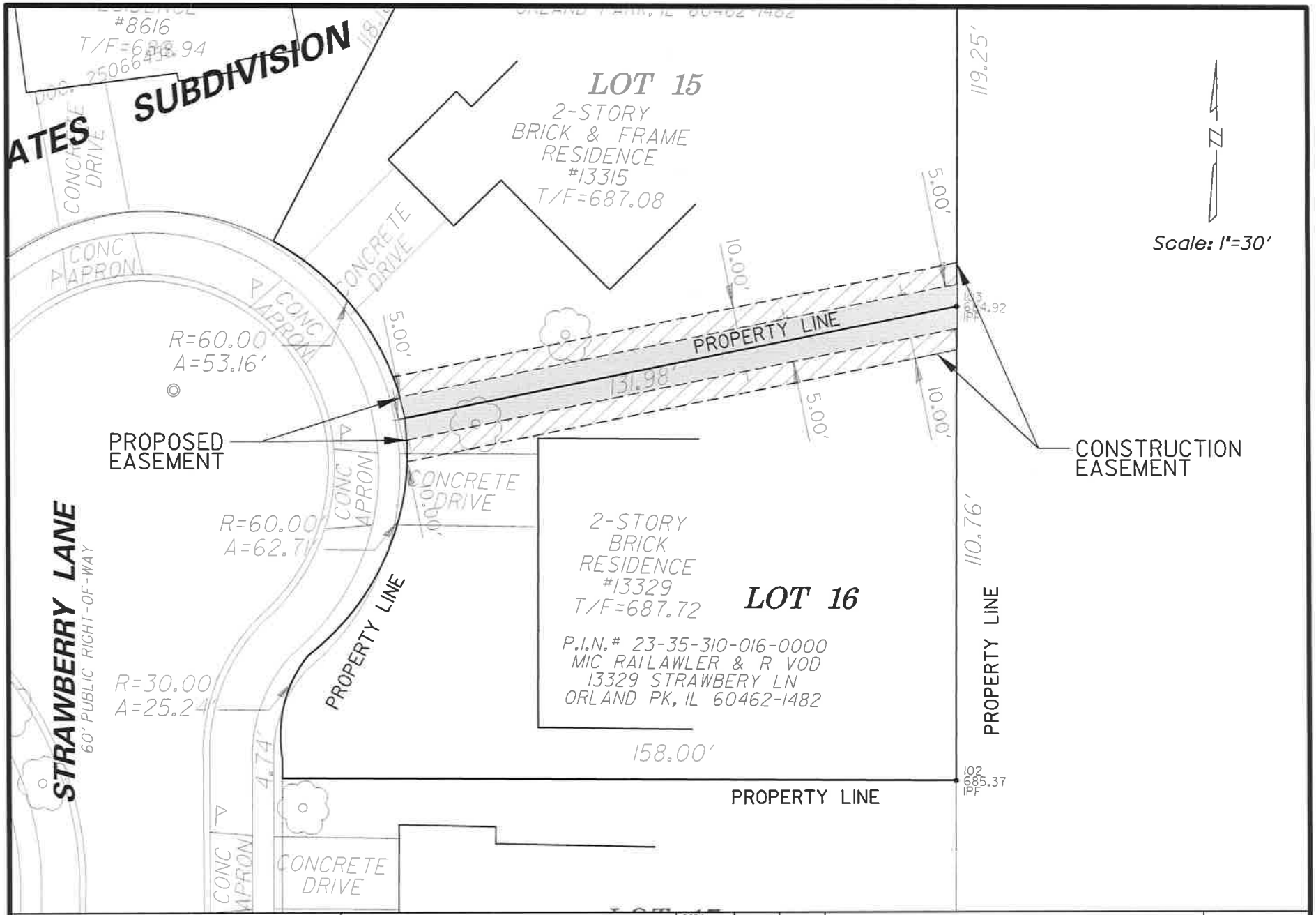
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. MCLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and JOHN C. MEHALEK, personally known to me to be the Village Clerk of said municipal corporation, and 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 _____, 2015.

_____
Notary Public

Commission expires: _____

Exhibit A



CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500	CLIENT: VILLAGE OF ORLAND PARK	DSGN. DWN. CHKD. SCALE: 30' PLOT DATE: 2/17/2015 CAD USER: jamello FILE: 13329 Strawberry Ln MODEL: Default	TITLE: 13329 STRAWBERRY LANE ORLAND PARK, IL. 60462	PROJ. NO. DATE: SHEET OF DRAWING NO.

FILE NAME: N:\ORLANDPARK\20342\CIVIL\Exhibits\13329 Strawberry Ln.dgn

LEGAL DESCRIPTION
FOR
TEMPORARY EASEMENT
PIN 23-35-310-016-0000

13329 Strawberry Lane
Orland Park, Illinois 60462

LOT 16 (*13329) 5.00' TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION:

THE SOUTH 5.00 FEET OF THE NORTH 10.00 FEET OF LOT 16 IN PARK VIEW ESTATES SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1979 AS DOCUMENT 25066458, IN COOK COUNTY, ILLINOIS.

CONTAINING 657 SQ. FT., MORE OR LESS

Exhibit B