

THIS DOCUMENT PREPARED BY:
E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Ave., Suite 10
Orland Park, Illinois 60462-3162

*Copies
Final Version*

*Original to Clark 4/24/08
2 original to J & L R. (Dist 15)
4/25/08*

For Recorder's Use Only

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT dated the 31st day of March, 2008, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois municipal corporation (the "VILLAGE") and THE BOARD OF EDUCATION OF ORLAND SCHOOL DISTRICT NO. 135, Cook County, Illinois (the "SCHOOL").

WITNESSETH:

WHEREAS, the SCHOOL is the owner of certain real estate at approximately 8800 W. 151st Street, Orland Park, Illinois, and legally described as follows:

THAT PART OF THE EAST 660.00 FEET OF THE NORTH 1320.00 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 870.00 FEET SOUTH OF THE NORTH LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER AND ON THE EAST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER, 50.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH AND 50.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER, 250.00 FEET; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 45 DEGREES TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED LINE, 245.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER, 40.00 FEET; THENCE NORTHWESTERLY

ALONG A LINE THAT FORMS AN ANGLE OF 45 DEGREES TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED LINE, 140.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER, 140.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 150.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER, 130.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER TO A POINT ON THE SOUTH LINE OF THE NORTH 1320.00 FEET OF THE EAST HALF OF SAID NORTHEAST QUARTER, AND THERE TERMINATING, ALL IN COOK COUNTY, ILLINOIS.

(PIN: 27-15-201-020-0000)

(the "PROPERTY"); and

WHEREAS, the VILLAGE desires to construct an addition to its water reservoir adjacent to the PROPERTY and for purposes of construction desires to enter upon the PROPERTY for construction related activities while constructing the addition to the reservoir.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration paid by the VILLAGE to the SCHOOL, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. GRANT OF EASEMENT. The SCHOOL hereby grants, conveys, warrants and dedicates to the VILLAGE, its successors and assigns, as GRANTEE, a temporary construction easement and right-of-way to enter into the PROPERTY for any and all construction activities related to the VILLAGE'S construction of an addition to its water reservoir adjacent to the PROPERTY. The easement hereby granted shall extend to, and shall cease on, March 31, 2010, unless further extended by mutual agreement of the parties.

2. FENCING. The VILLAGE (or its agents or contractors) shall construct a fence along the full length of the west and north sides of the easement area. Such fencing shall be a

minimum of eight feet in height and shall provide a vision barrier to ensure the safety of SCHOOL staff and students. Further, the VILLAGE (or its agents or contractors) shall construct a fence along the full length of the east side of the easement area. Such fencing to be a minimum of eight feet in height and shall provide a vision barrier to ensure the safety of SCHOOL staff and students and residents of nearby homes.

3. ASPHALT PATH. VILLAGE (or its agents or Contractors) shall install an asphalt path north of the temporary construction easement to connect the playground to the existing path (see Exhibit A).

4. RESTORATION. The PROPERTY above shall be restored by the VILLAGE to its original condition upon completion of construction.

5. INDEMNIFICATION. The VILLAGE agrees to indemnify and hold harmless the SCHOOL, its employees, agents, officers and representatives for any liability, loss, damage, cost, claim, judgment or settlement which may be brought or entered against them as the result of any accident, loss, damage or injury associated with any construction or other activities associated with the granting of this easement.

6. INSURANCE. The SCHOOL shall be named as an additional insured on all insurance policies required of the various contractors by the VILLAGE and certificates of insurance shall be provided to the SCHOOL.

7. TREES AND SHRUBS. The VILLAGE shall remove all trees and shrubs in the easement area and to replant same on school sites as directed by the SCHOOL.

8. LIMIT ON CONSTRUCTION TRAFFIC. The VILLAGE agrees that there shall be no construction traffic either entering or exiting by way of the 152nd Street entrance on school

days during "drop-off/pick-up" times which are as follows: 7:30 a.m. to 8:05 a.m.; 2:10 p.m. to 2:40 p.m.; and 3:00 p.m. to 3:30 p.m.

IN WITNESS WHEREOF the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute the same.

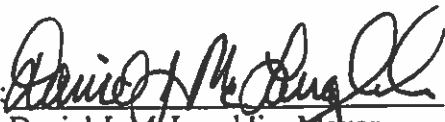
The VILLAGE hereby approves the foregoing Agreement and accepts the easement granted therein.

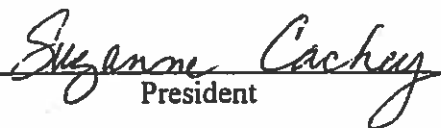
VILLAGE:

The Village of Orland Park,
Cook and Will Counties, Illinois

SCHOOL:

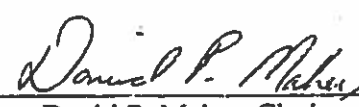
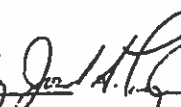
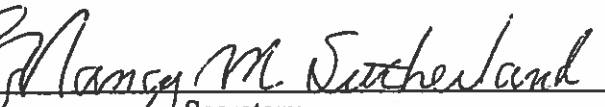
The Board of Education of Orland School
District No. 135, Cook County, Illinois

By: 
Daniel J. McLaughlin, Mayor

By: 
President

Attest:

Attest:

  
David P. Maher, Clerk Deputy Clerk Secretary

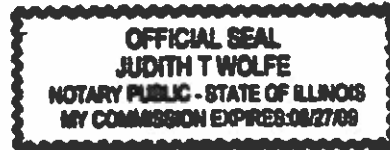
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that SUZANNE CACHEY, personally known to me to be the President of the Board of Education of Orland School District No. 135, Cook County, Illinois, and NANCY M. SUTHERLAND, personally known to me to be the Secretary of said School District, 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 Secretary, they signed and delivered the said instrument and caused the corporate seal of said School District to be affixed thereto, pursuant to authority given by the Board of Trustees of said School District, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Education of Orland School District No. 135, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 31st day of March 2008.

Commission expires 8/27/09.

Judith T. Wolfe
Notary Public



ACKNOWLEDGMENTS

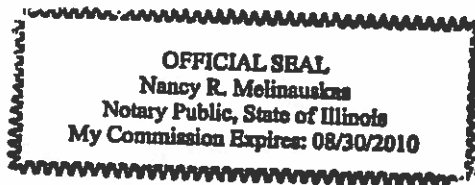
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. MCLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and DAVID P. MAHER, 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, 2008.

Commission expires 8-30-2010

Nancy R. Melinauskas
Notary Public



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 _____, personally known to me to be the President of the Board of Education of Orland School District No. 135, Cook County, Illinois, and _____ personally known to me to be the Secretary of said School District, 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 Secretary, they signed and delivered the said instrument and caused the corporate seal of said School District to be affixed thereto, pursuant to authority given by the Board of Trustees of said School District, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Education of Orland School District No. 135, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2008.

Commission expires _____.

Notary Public