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 Grantor, NORTHERN TRUST COMPANY, not personally but as Trustee under Trust Agreement dated June 3, 2004, and known as Trust Number 10129, of ~~265 E. Deerpath, Lake Forest, Illinois 60045~~ ("Grantor"), for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) 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 it owns the fee simple title to, and does 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 grading, erosion control, replace stormwater outlet pipe and replace flagstone (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: 14500 S. 80th Avenue, Orland Park, Illinois 60462

ATG Trust Company
Successor

PIN 27-11-213-010-0000

Said Easement Premises (2 parcels as described on Exhibits A and B) contains 5,778 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 Grantor 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 grading, erosion control, replacing of the stormwater outlet pipe and flagstone 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.

3. Grantee will defend, protect and save and keep Grantor and Grantor's 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 Grantor:

~~Northern Trust Company~~
~~265 East Deerpath~~
~~Lake Forest, IL 60045~~
Attn: Land Trust Dept.

ATG Trust Company
1 S. Wacker Dr., 24th Floor
Chicago, IL 60606

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 _____, 2016.

GRANTOR:

NORTHERN TRUST COMPANY,
not personally but as Trustee under
Trust Agreement dated June 3, 2004, and
known as Trust Number 10129

ATG Trust Company
Successor

By: _____
~~Land Trust Officer~~ Trust Officer

Attest:

N/A
_____ Secretary

GRANTEE:

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

Exoneration provision restricting any liability of ATG Trust Company either attached on the reverse side hereof or attached hereto, is incorporated herein.

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 Land Trust Officer and N/A of NORTHERN TRUST COMPANY, not personally but as Trustee under Trust Agreement dated June 3, 2004, and known as Trust Number 10129, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and N/A 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 _____ then and there acknowledged that said _____, as custodian of the corporate seal of said Bank caused the corporate seal of said Bank to be affixed to said instrument as said _____'s 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 official seal, this 12 day of April, 2016.

Carol Thompson
Notary Public

OFFICIAL SEAL
CAROL THOMPSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/11/18

ATG Trust Company
Successor

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 _____, 2016.

_____
Notary Public

Commission expires: _____

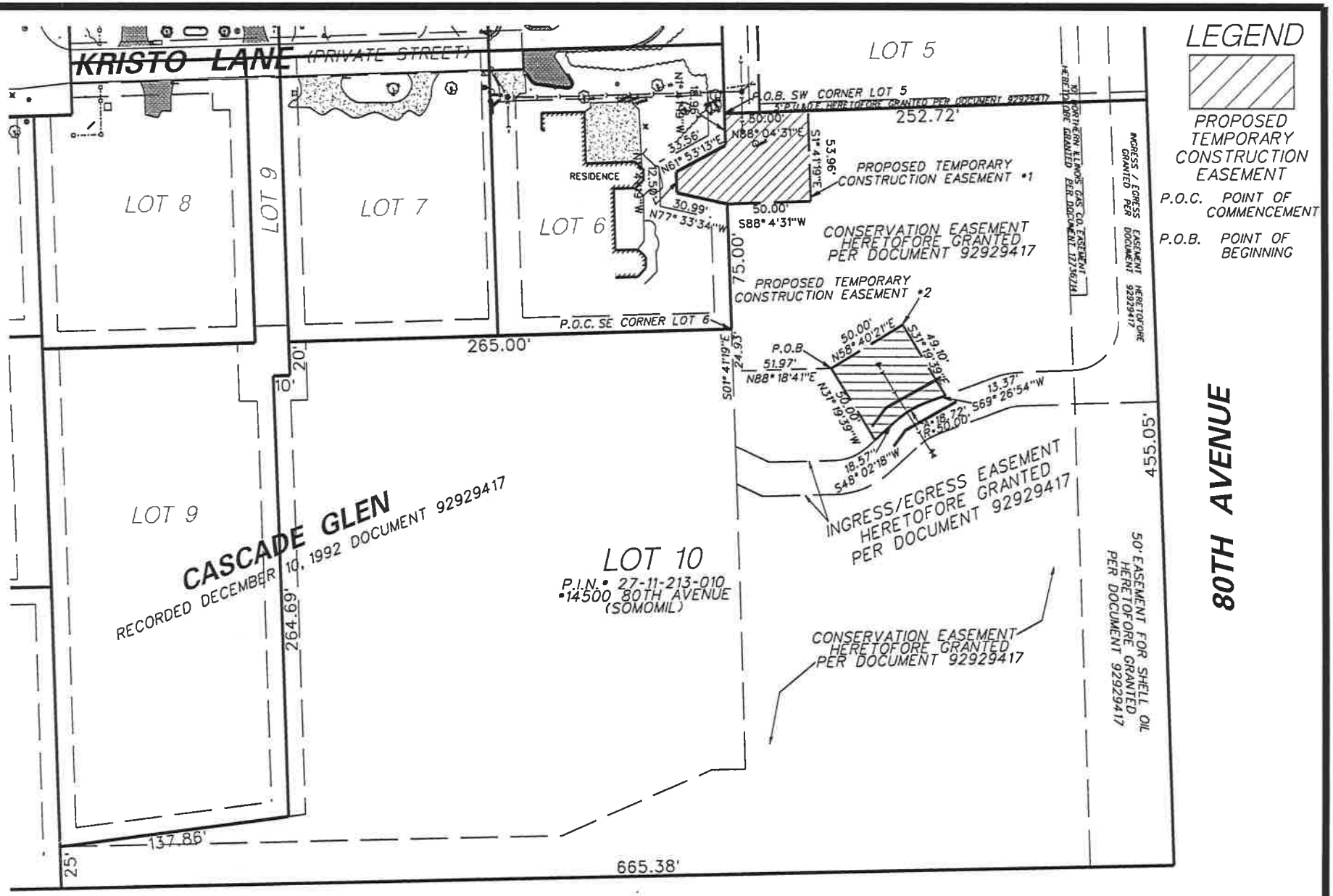

Exhibit A

CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500	CLIENT: VILLAGE OF ORLAND PARK	DSGN. / DWN. WJL / CHKD. / SCALE: 1" = 80' / DATE: 3-14-2016 / FILE: 5175	TITLE: 14500 80th AVENUE ORLAND PARK, IL. 60462

LEGAL DESCRIPTION
FOR
TEMPORARY EASEMENTS
PIN 27-11-213-010-0000

14500 S. 80th Avenue
Orland Park, Illinois 60462

LOT 10 (*14500) TWO (2) TEMPORARY CONSTRUCTION EASEMENTS LEGAL DESCRIPTIONS:

THAT PART OF LOT 10 IN CASCADE GLEN, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER SECTION 11, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1992 AS DOCUMENT 92929417, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 5 IN SAID CASCADE GLEN; THENCE NORTH 88 DEGREES 04 MINUTES 31 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 10, ALSO BEING THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 50.00 FEET; THENCE SOUTH 01 DEGREE 41 MINUTES 19 SECONDS EAST 53.96 FEET; THENCE SOUTH 88 DEGREES 04 MINUTES 31 SECONDS WEST 50.00 FEET TO THE EAST LINE OF LOT 6 IN SAID CASCADE GLEN; (THE NEXT 4 COURSES ARE ALONG THE COMMON LOT LINE BETWEEN SAID LOTS 6 AND 10) THENCE NORTH 77 DEGREES 33 MINUTES 34 SECONDS WEST 30.99 FEET; THENCE NORTH 01 DEGREE 41 MINUTES 19 SECONDS WEST 12.50 FEET; THENCE NORTH 61 DEGREES 53 MINUTES 13 SECONDS EAST 33.56 FEET; THENCE SOUTH 01 DEGREE 41 MINUTES 19 SECONDS WEST 18.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 3,412 SQ. FT., MORE OR LESS (0.0783 ACRES)

THAT PART OF LOT 10 IN CASCADE GLEN, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER SECTION 11, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1992 AS DOCUMENT 92929417, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 IN SAID CASCADE GLEN; THENCE SOUTH 01 DEGREE 41 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 6 EXTENDED SOUTH 24.93 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 41 SECONDS EAST 51.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 58 DEGREES 40 MINUTES 21 SECONDS EAST 50.00 FEET; THENCE SOUTH 31 DEGREES 19 MINUTES 39 SECONDS EAST 49.10 FEET; THENCE SOUTH 69 DEGREES 26 MINUTES 54 SECONDS WEST 13.37 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 18.72 FEET; THENCE SOUTH 48 DEGREES 02 MINUTES 18 SECONDS WEST 18.57 FEET; THENCE NORTH 31 DEGREES 19 MINUTES 39 SECONDS WEST 50.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 2,366 SQ. FT., MORE OR LESS (0.0543 ACRES)

Exhibit B