

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



Doc# 1928017112 Fee \$88.00

EDWARD H. HOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 10/07/2019 02:24 PM PG: 1 OF 7

For Recorder's Use Only

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, ORLAND PARK ASSOCIATES, LLC, an Illinois limited liability company ("Grantor") having its office at 9965-9985 W. 151st Street, Orland Park, Illinois 60462, for 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 construction of a "roundabout" at the intersection of 151st Street and West Avenue in the Village of Orland Park, replacement of stormwater drain pipes and relocation of driveways on the easement premises (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: 9965-9985 W. 151st Street, Orland Park, Illinois 60462

PIN 27-16-203-013-0000

Said Easement Premises contains 19,668 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) November 30, 2021; 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 road construction, paving, driveway relocations, excavation, storm sewer removal and replacement 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. Keith Pekau
Village President
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:

Orland Park Associates, LLC
Attn: Terry McCollum, Member
9965-9985 W. 151st Street
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 9th day of August, 2019.

GRANTOR:

ORLAND PARK ASSOCIATES, LLC,
an Illinois limited liability company

By: WRMC Coody
Member/Manager

GRANTEE:

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: Keith Pekau
Keith Pekau, Village President

Attest: John C. Mehalek
John C. Mehalek, Village Clerk

APPROVED:

NORTH BANK, Mortgagee

By: WRM
Authorized Officer

No Mortgage

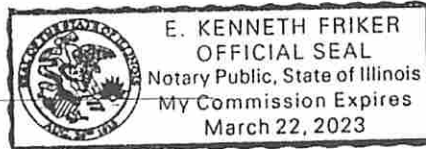
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that KEITH PEKAU, 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 9th day of August, 2019.

E. Kenneth Friker
Notary Public

Commission expires: _____



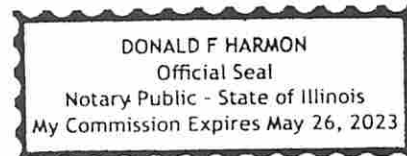
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

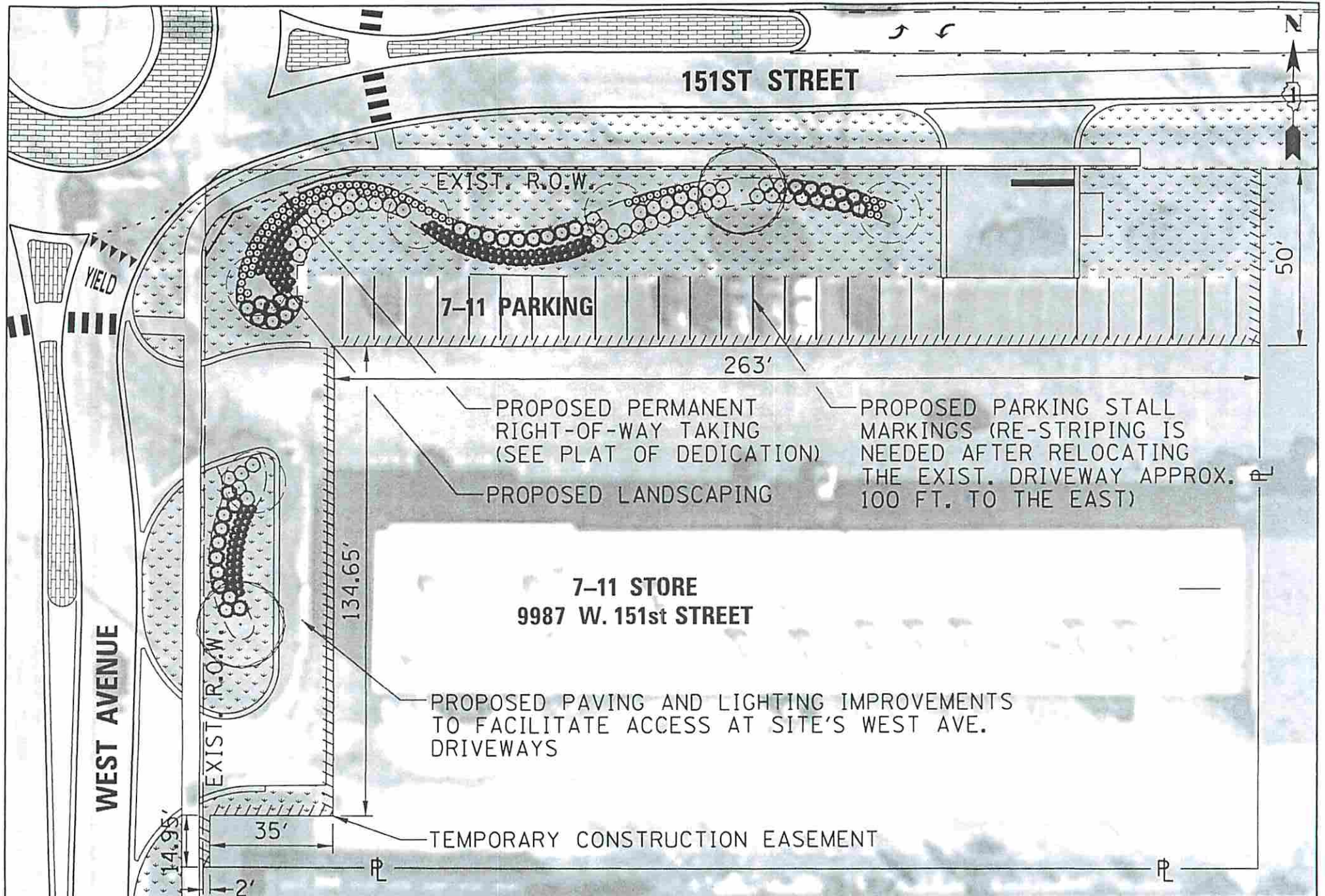
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named VR McCollom Jr., personally known to me to be the member/manager of ORLAND PARK ASSOCIATES, LLC, a Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument as said member/manager of ORLAND PARK ASSOCIATES, LLC, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 9th day of August, 2019.

Donald F Harmon
Notary Public

Commission expires: May 26, 2023





USER NAME = vracich

PLOT SCALE 1" = 35'

PLOT DATE = 10/25/2017

TEMPORARY EASEMENT (EXHIBIT A)
9987 W. 151st STREET, ORLAND PARK

F.A.U.
RTE.

1603

SECTION

13-00071-00-WR

