

2016-0246



1613118076

This document prepared by:

E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

Doc#: 1613118076 Fee: \$50.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/10/2016 01:59 PM Pg: 1 of 7

RETURN TO RECORDERS BOX 324

For Recorder's Use Only

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, that the Grantors, JOHN B. HEEMSTRA and SUSAN E. HEEMSTRA, his wife, of 8121 Kristo Lane, Orland Park, Illinois 60462 ("Grantors"), for and in consideration of the sum of TWELVE HUNDRED TWENTY AND 00/100 DOLLARS (\$1,220.00) 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 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 eighteen inch (18") 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: 8121 South Kristo Lane, Orland Park, Illinois 60462

PIN 27-11-212-003-0000

Said Easement Premises contains 1,220 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:

John B. Heemstra and Susan E. Heemstra
8121 Kristo 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 24 day of MARCH, 2016.

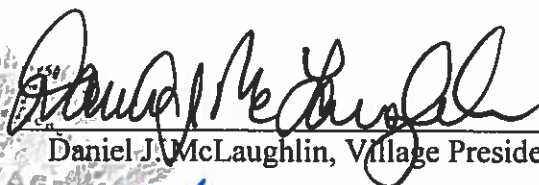
GRANTORS:


JOHN B. HEEMSTRA


SUSAN E. HEEMSTRA

GRANTEE:

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation


By: Daniel J. McLaughlin, Village President

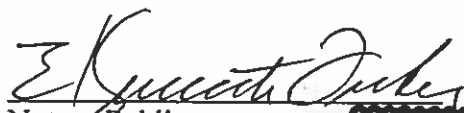

Attest: John C. Mehalek, Village Clerk



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 JOHN B. HEEMSTRA and SUSAN E. HEEMSTRA, 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 24th day of March, 2016.


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 9th day of May, 2016.

Nancy R. Melinauskas
Notary Public



Commission expires: Aug 30, 2018

KRISTO LANE
60' PUBLIC RIGHT-OF-WAY
HERETOFORE DEDICATED
DOC. 90622908

153.87'

5' P.U.&D.E. HERETOFORE GRANTED
PER DOCUMENT 90622908

LOT 8

P.I.N. 27-11-212-003
• 8121 KRISTO LANE
(HEEMSTRA)

WOODCREEK SUBDIVISION
RECORDED DECEMBER 26, 1990
DOCUMENT 90622908

LOT 7

LOT 9

RESIDENCE

10' PROPOSED TEMPORARY
CONSTRUCTION EASEMENT

10' PROPOSED TEMPORARY
CONSTRUCTION EASEMENT

153.87'

10' P.U.&D.E. HERETOFORE GRANTED
PER DOCUMENT 90622908

LOT 2

LOT 3

Scale: 1" = 30'

CLIENT: CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 610 Rosemont, Illinois 60018 (847) 923-0500	TITLE: VILLAGE OF ORLAND PARK		OSGN: DWN. W.A. CHD.		SCALE: 1" = 30' DATE: 3-8-2008 FILE: 3175		PROJ. NO.: 8121 KRISTO LANE ORLAND PARK, IL 60462	
							DATE: 3-8-2008 BY: CBB	

LEGAL DESCRIPTION
FOR
TEMPORARY EASEMENT
PIN 27-11-212-003-0000

8121 Kristo Lane
Orland Park, Illinois 60462

LOT 8 (*8121) 10.00' TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION:

THE EAST 10.00 FEET OF LOT 8 IN CASCADE GLENN, BEING A SUBDIVISION OF
PART OF THE NORTH EAST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH,
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

CONTAINING 1,220 SQ. FT., MORE OR LESS

Exhibit B