

**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, MARQUETTE BANK, not personally but as Trustee under Trust Agreement dated April 19, 2006, and known as Trust Number 17934, of 6155 S. Pulaski Road, Chicago, Illinois 60629 ("Grantor"), for and in consideration of the sum of THIRTEEN HUNDRED FIFTY AND 00/100 DOLLARS (\$1,350.00) 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 installation of a below-ground thirty inch (30") 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: 8040 South Kristo Lane, Orland Park, Illinois 60462

PIN 27-11-213-002-0000

Said Easement Premises contains 1,350 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 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 Grantor for landscaping restoration performed by Grantor's landscape contractor. In addition, Grantee covenants that its contractor will take all necessary and reasonable precautions to prevent any damage to the foundation of Grantor's residence caused by the Project work provided for herein.
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:

Marquette Bank  
6155 S. Pulaski Road  
Chicago, Illinois 60629  
Attn: Land Trust Dept.

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 29th day of MARCH, 2016.

Exculpatory clause attached hereto  
and made a part hereof

GRANTOR:

MARQUETTE BANK, not personally but as Trustee  
under Trust Agreement dated April 19, 2006, and  
known as Trust Number 17934



Richard M. Schumacher  
First Vice President

By: \_\_\_\_\_  
Trust Officer

Attest:



\_\_\_\_\_  
Secretary  
Assistant Secretary Cherice Hoard

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 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: \_\_\_\_\_

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

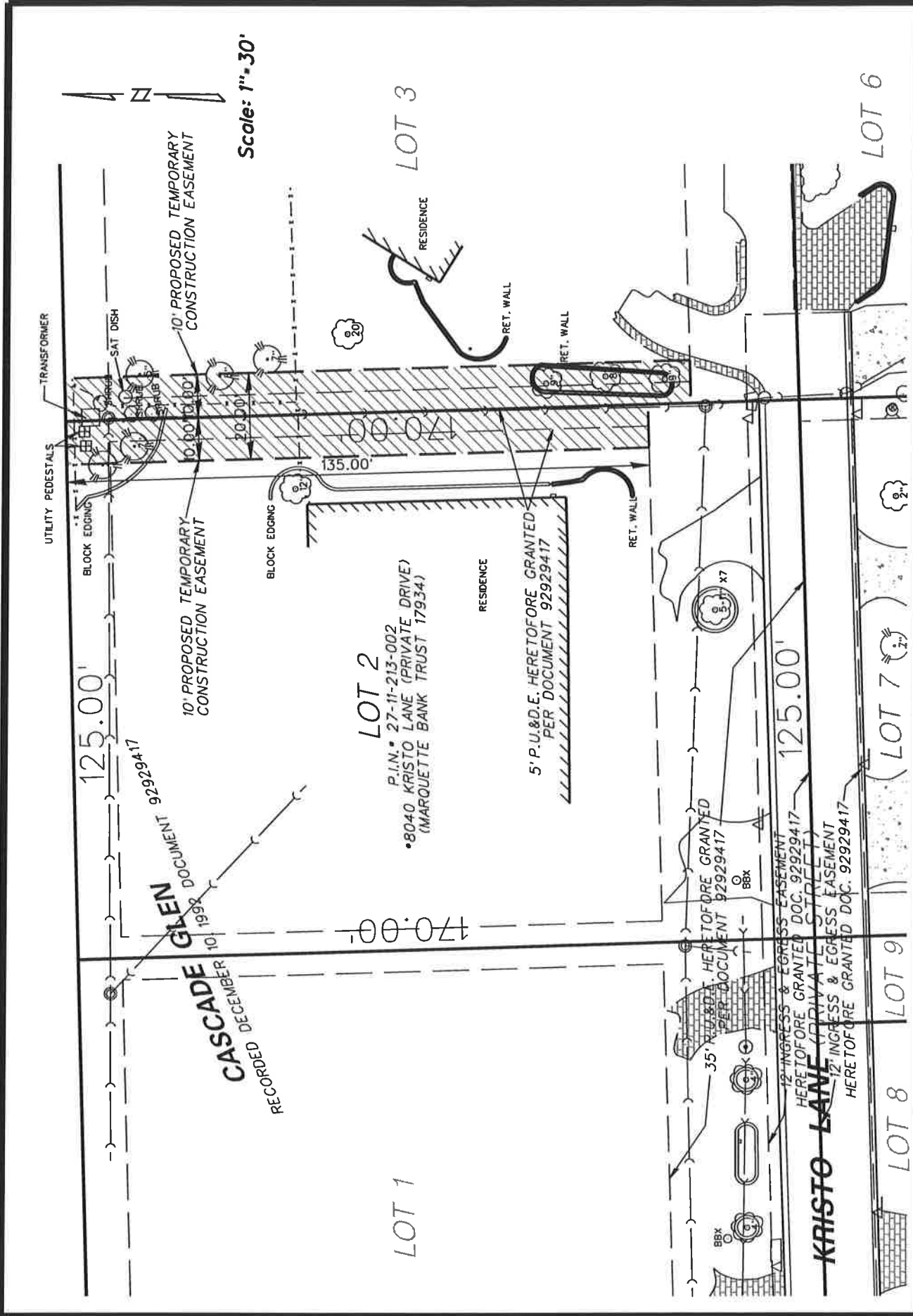
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that the above-named Richard M. Schumacher <sup>Richard M. Schumacher</sup> ~~First Vice President~~ and Cherice Hoard <sup>Assistant Secretary</sup> of MARQUETTE BANK, not personally but as Trustee under Trust Agreement dated April 19, 2006, and known as Trust Number 17934, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Richard M. Schumacher <sup>Richard M. Schumacher</sup> ~~First Vice President~~ and Cherice Hoard 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 Richard M. Schumacher <sup>Richard M. Schumacher</sup> ~~First Vice President~~ then and there acknowledged that said Cherice Hoard <sup>Assistant Secretary</sup>, as custodian of the corporate seal of said Bank caused the corporate seal of said Bank to be affixed to said instrument as said Cherice Hoard <sup>Assistant Secretary</sup>'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 29th day of MARCH, 2016.

  
Notary Public



Commission expires 01/22/2019



Scale: 1" = 30'

125.00'

LOT 2

P.I.N. # 27-11-213-002  
 •8040 KRISTO LANE (PRIVATE DRIVE)  
 (MARQUETTE BANK TRUST 17934)

RESIDENCE

5' P.U.&D.E. HERETOFORE GRANTED  
 PER DOCUMENT 92929417

RET. WALL

125.00'

LOT 7

9.20'

LOT 6

LOT 1

170.00'

135.00'

9.20'

LOT 3

RESIDENCE

RET. WALL

RET. WALL

35' P.U.&D.E. HERETOFORE GRANTED  
 PER DOCUMENT 92929417

BBX

12' INGRESS & EGRESS EASEMENT  
 HERETOFORE GRANTED DOC. 92929417

12' INGRESS & EGRESS EASEMENT  
 HERETOFORE GRANTED DOC. 92929417

12' INGRESS & EGRESS EASEMENT  
 HERETOFORE GRANTED DOC. 92929417

LOT 9

LOT 8

UTILITY PEDESTALS

BLOCK EDGING

SAT DISH

TRANSFORMER

10' PROPOSED TEMPORARY  
 CONSTRUCTION EASEMENT

10' PROPOSED TEMPORARY  
 CONSTRUCTION EASEMENT

CASCADE

RECORDED DECEMBER 10, 1998

GLEN

DOCUMENT 92929417

<b>CLIENT:</b> CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500	<b>TITLE:</b> VILLAGE OF ORLAND PARK	DSIGN. _____ DWNL. _____ CHRD. _____	W.J. _____ S.C. _____	PROJ. NO. _____ DATE: _____ SHEET _____ OF _____ DRAWING NO. _____
		SCALE: 1" = 30' DATE: 5-8-2016 FILE: 5175	8040 KRISTO LANE ORLAND PARK, IL 60462	

Exhibit A

LEGAL DESCRIPTION  
FOR  
TEMPORARY EASEMENT  
PIN 27-11-213-002-0000

8040 Kristo Lane  
Orland Park, Illinois 60462

LOT 2 (\*8040) 10.00' TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION:

THE EAST 10.00 FEET OF THE NORTH 135 FEET OF LOT 2 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 1,350 SQ. FT., MORE OR LESS

Exhibit B