

Prepared by, and return to:

Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148
Attn: Matthew Lew



GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT is made this 7th day of July, 2015, by **Jeffrey & Emily Whitis** (hereinafter referred to as the “Grantor”) to the Village of Lombard, DuPage County, Illinois (hereinafter referred to as the “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of the following-described property:

Lot 17 in the Lyn-Mar ReSubdivision Unit 2 of part of the Northwest Quarter of Section 17, Township 39 North, Range 11, East of the Third Principal Meridian

P.I.N.: 06-17-117-014

Common address: 273 Circle Ave

(hereinafter referred to as the "Grantor Property"); and

WHEREAS, the Grantee desires to **Construct roadway improvements within the Village right-of-way (hereinafter collectively referred to as the “Circle Avenue Project”);** and

WHEREAS, the Grantee needs to temporarily enter upon a portion of the Grantor Property in order to properly construct the **Circle Avenue Project**; and

WHEREAS, Grantor has agreed to grant the Grantee the necessary temporary construction easement relative to the construction of the **Circle Avenue Project** subject to certain terms and conditions as more fully set forth below;

NOW, THEREFORE, for and in consideration the terms and conditions set forth below and the benefits to be derived from this Grant of Temporary Construction Easement, the Grantor and the Grantee agree as follows:

1. That the recitals set forth above are incorporated herein and made a part hereof as if set forth fully herein.

2. Grantor hereby grants, releases, conveys, assigns and quit claims to the Village of Lombard, DuPage County, Illinois, as Grantee, a temporary construction easement for the full and free right, privilege and authority to enter upon that portion of the Grantor Property as described below, and as depicted on Exhibit A attached hereto and made part hereof, solely for the purpose of **Re-grading the slope of a portion of the driveway located on the Grantor Property, so said driveway slope conforms to current Village standards.:**

**10 feet South of North Property Line of Lot 17 in the Lyn-Mar ReSubdivision
Unit 2 of part of the Northwest Quarter of Section 17, Township 39 North,
Range 11, East of the Third Principal Meridian**

**P.I.N.: 06-17-117-014
Common address: 273 Circle Ave**

(hereinafter referred to as the “Temporary Easement Area”).

3. Grantor hereby agrees to and with the Grantee that the officers, agents, contractors or employees of the Grantee may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over, through, across and under the Temporary Easement Area, and do and perform any and all acts necessary or convenient to the

carrying into effect the purposes for which this Grant of Temporary Construction Easement and the easement created hereby are made.

4. The Grantor reserves the right to make any use of the Temporary Easement Area, whether on, above or below its surface, for any lawful purpose.

5. The Grantee, and its officers, agents, contractors and employees, shall promptly, and as soon as practicable after completion of the construction of the **Circle Avenue Project**, restore to its former condition any portion of the Grantor Property which is disturbed or altered in any manner by the construction of the **Circle Avenue Project**, at the Grantee's sole cost and expense.

6. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, construction of the **Circle Avenue Project**, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the terms of this Grant of Temporary Construction Easement are to be at the sole expense of the Grantee, and all such work shall be performed promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof.

7. The Grantee shall indemnify, defend and hold harmless the Grantor, with respect to any claim or loss, including but not limited to reasonable attorney's fees, costs and expenses of litigation, claims, judgments, losses, costs and damages in connection with any and all claims for damages of any kind which may arise out of the acts or omissions of the Grantee, or its officers, agents, employees or contractors, and relating to the Grantee's use of the Temporary Easement Area or the construction of said **Circle Avenue Project**.

8. This Grant of Temporary Construction Easement shall be in full force and effect through and including **November 27, 2015**, or until the completion of the **Circle Avenue Project** whichever occurs first.

IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents
the day and year first above written.

Grantor: _____

By:

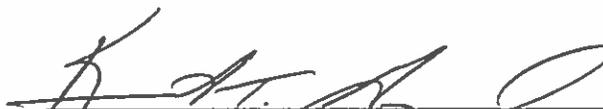
Name: Emily Whitis
Title: Resident 273 Circle NE.

Attest:

Name: _____
Title: _____

Agreed to and accepted by the Village of Lombard, DuPage County, Illinois, this 10th day of
July, 2015.

By:


Keith T. Giagnorio, Village President

Attest:

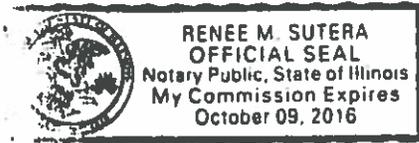

Sharon Kuderna, Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Keith T. Giagnorio and Sharon Kuderna, personally known to me to be the Village President and the Village Clerk, respectively, of the Village of Lombard (the "Village"), 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 Village President and Deputy Village Clerk, they signed and delivered the said instrument and caused the corporate seal of the Village to be affixed thereto, pursuant to authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 7th day of July, 2015.



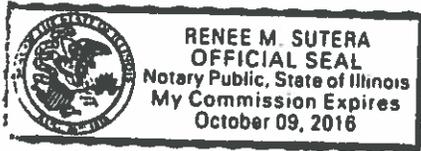
Renee M. Sutera
Notary Public

ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF DuPage) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Jeffrey Witis and Emily Witis, personally known to me to be the owner and owner of 223 Castle Rock, (the "Grantor"), and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owner and owner, appeared before me this day in person and acknowledged that as such owner and owner, they signed and delivered the said instrument, as their free and voluntary act, and the free and voluntary act of the Grantor, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 7th day of July, 2015.



Renee M. Sutera
Notary Public



VILLAGE OF LOMBARD

255 E. Wilson Ave.
Lombard, Illinois 60148-3931
(630) 620-5700 Fax (630) 620-8222
www.villageoflombard.org

June 19, 2015

Village President
Keith Giagnorio

Re: Construction Temporary Access

Village Clerk
Sharon Kuderna

Dear Resident,

Trustees
Dan Whittington, Dist. 1
Michael A. Fugiel, Dist. 2
Reid Foltyniewicz, Dist. 3
Bill T. Johnston, Dist. 4
Robyn Pike, Dist. 5
William "Bill" Ware, Dist. 6

To comply with Village ordinance, the Village requests access to your private property to properly slope your new driveway. The enclosed temporary easement allows the contractor to access private property for better drainage and smoother access to your driveway. The Village will pay all costs for the driveway portion to be removed and replaced in kind including any associated landscape restoration.

Village Manager
Scott Niehaus

Enclosed is the Village of Lombard's Temporary Easement form. Please date page 1, sign page 5, and have page 7 notarized. Ms. Janet Downer (Business Administrator for the Village of Lombard) can provide notary services at no charge. To make arrangements to have the document notarized you may contact her at (630) 620-5913 in Village Hall, at 255 E. Wilson Avenue. Village Hall is open late until 7:00 PM on Mondays. Your local bank or credit union may also offer these services at no charge.

"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."

Please return all signed and notarized originals to Public Works by July 14, 2015. You may drop off the form at the Public Works Building (located within the Village complex) or use the enclosed envelope. Once the Village President and Village Clerk countersign and have their signatures notarized, a fully executed copy of the document will be mailed to you.

"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."

Thank you for your cooperation, and please contact me at lewm@villageoflombard.org or (630) 620-5740 if you have any questions.

Sincerely,

Matthew Lew, PE, LEED Green Assoc.
Project Manager

Enclosures: Temporary Easement Form (1), Envelope (1)