

TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, the Village of Lombard (hereinafter the "VILLAGE") has agreed to repair the damaged portion of the eight (8)-foot tall decorative privacy wall (hereinafter the "Wall") and install several bollards (hereinafter the "Bollards") along the southern boundary of the property commonly known as 1 East St. Charles Road (P.I.N. 06-01-108-010) (hereinafter the "Subject Property"); and

WHEREAS, MAJR, Inc., the owner of the Subject Property and the Wall (hereinafter the "Owner") desires that the VILLAGE repair said Wall and construct Bollards; and

WHEREAS, the VILLAGE needs a temporary easement over the South ten (10) feet of the Subject Property for the purpose of repairing the Wall and constructing the Bollards; and

WHEREAS, the VILLAGE has agreed to repair the Wall and install Bollards, at no cost to the Owner, but subject to the Owner being required to reimburse the VILLAGE for the cost of the repair to the Wall to the extent that the Owner receives any insurance proceeds relative to the damage to the Wall that is being repaired by the VILLAGE (hereinafter the "Insurance Proceeds"); and

WHEREAS, the VILLAGE has agreed to restore the Subject Property to its pre-repair condition after the repair of the Wall and construction of the Bollards;

NOW, THEREFORE, MAJR, Inc., as Owner of the Subject Property, hereby grants a temporary easement to the VILLAGE to facilitate repair of the Wall and construction of the Bollards on the Subject Property, and agrees to transfer the Insurance Proceeds to the VILLAGE upon receipt of same. This Temporary Construction Easement shall expire one (1) year from the date set forth below, under the signature of the Village Clerk, however, the Owner's obligation to transfer the Insurance proceeds to the VILLAGE, upon receipt of same, shall survive to termination of the Temporary Construction Easement.

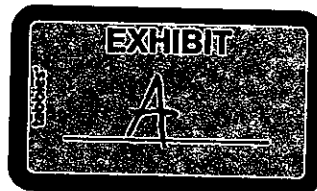
VILLAGE OF LOMBARD

By: 
Village President

ATTEST:


Village Clerk

DATED: 5/19/11



OWNER: MAJR, Inc.

By:  _____

Joseph Franceschini
Print Name

Title

ATTEST: Catherine Turano

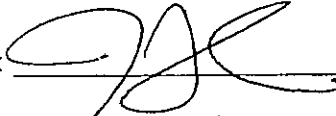
CATHERINE TURANO
Print Name

Secretary
Print Name

Title

DATED: 5/31/11

OWNER: MAJR, Inc.

By:  _____

Joseph Franceschini
Print Name

President
Title

ATTEST: _____

Print Name

Secretary

Print Name

Title

DATED: _____

