

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 17th
day of July, 2015, by **Frank J & Dawn A Bertuca** (hereinafter referred to as
the "Grantor") to the Village of Lombard, DuPage County, Illinois (hereinafter referred to as the
"Grantee").

W I T N E S S E T H:

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

**Lot 19 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.: 06-17-117-016

Common address: 301 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.:**

**15 feet South of North Property Line of Lot 19 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.: **06-17-117-016**

Common address: **301 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: FRANK J & DAWN A BERTUCA
N/K/A DAWN W. BERTUCA

By:

Name:

Title:

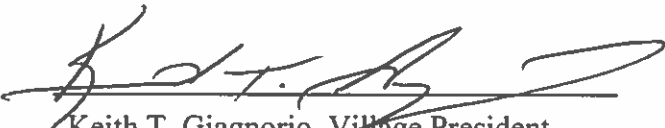
Attest:

Name:

Title:

Agreed to and accepted by the Village of Lombard, DuPage County, Illinois, this ____ day of
_____, 2015.

By:


Keith T. Giagnorio, Village President

Attest:

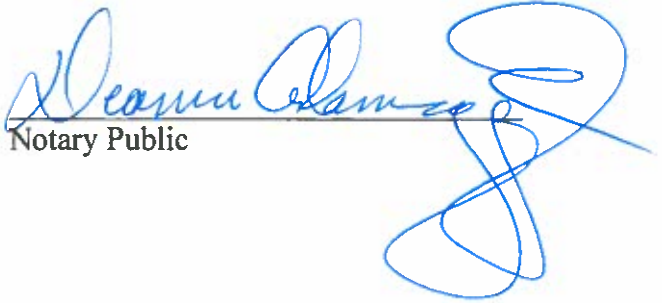

Sharon Kuderna, Village Clerk

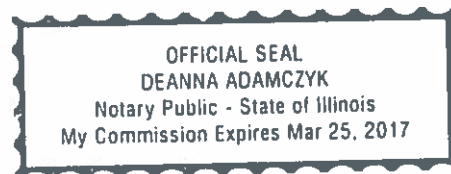
ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Frank J. Bertuca and Dawn W. Bertuca, personally known to me to be the Frank J. Bertuca and Dawn W. Bertuca of Lombard, IL, (the "Grantor"), and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Frank J. Bertuca and Dawn W. Bertuca, appeared before me this day in person and acknowledged that as such Frank J. Bertuca and Dawn W. Bertuca, 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 17th day of July, 2015.


Notary Public



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 17th day of July, 2015.

Karen J. Ellis
Notary Public



EXHIBIT A
VILLAGE OF LOMBARD TEMP.
CONSTR. EASEMENT
NOT TO SCALE

