

Prepared by, and return to:

Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148
Attn: Paul F. Kuehnlenz, P.E.

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT is made this
4th day of June, 2012, by RDK Ventures, LLC BY IT'S MANAGER,
MAC'S CONVENIENCE STORES LLC
(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 1 in Equilon Enterprises LLC Consolidation Plat No. 4 of Lot 6 and 7 in Block 7 in Arthur T. McIntosh and Company's Westtown Lands Subdivision of part of the West half of the Southwest Quarter of Section 16, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 12, 1951 as Document 625824 (excepting that part taken for roadway purposes), recorded February 18, 2003 as Document R2003-062780, in DuPage County, Illinois;

P.I.N.: 06-16-311-017;

Common address: 930 East Roosevelt Road, Lombard, Illinois;

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

WHEREAS, the Grantee desires to construct a sidewalk within the right-of-way of Westmore-Meyers Road and within a permanent easement on the Grantor Property (hereinafter collectively referred to as the "Sidewalk Improvements"); and

WHEREAS, the Grantee needs to temporarily enter upon a portion of the Grantor Property in order to properly construct the Sidewalk Improvements; and

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

NOW, THEREFORE, for and in consideration of Four thousand and No/100 Dollars (\$4,000.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, 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 legally described below, and as depicted on Exhibit A attached hereto and made part hereof, solely for the purpose of constructing the Sidewalk Improvements at those locations within the existing right-of-way of Westmore-Meyers Road and within a permanent easement on the Grantor's Property:

That part of Lot 1 in Equilon Enterprises LLC Consolidation Plat No. 4, being a subdivision of part of the West Half of the Southwest Quarter of

Section 16, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded February 18, 2003 as Document R2003-062780, described as follows: Commencing at the Northeast corner of said Lot 1; thence on an assumed bearing of North 89 degrees 08 minutes 04 seconds West along the North line of said Lot 1, 10.02 feet to the point of beginning; thence continuing North 89 degrees 08 minutes 04 seconds West along the North line of said Lot 1, 19.10 feet; thence South 02 degrees 31 minutes 39 seconds East, 72.57 feet; thence North 87 degrees 28 minutes 21 seconds East, 19.07 feet; thence North 02 degrees 31 minutes 42 seconds West, 71.44 feet to the point of beginning,

And also,

That part of Lot 1 in Equilon Enterprises LLC Consolidation Plat No. 4, being a subdivision of part of the West Half of the Southwest Quarter of Section 16, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded February 18, 2003 as Document R2003-062780, described as follows: Commencing at the Northeast corner of said Lot 1; thence on an assumed bearing of South 00 degrees 20 minutes 08 seconds West along the West right-of-way line of Westmore-Myers Road as per Document R2003-062780, 100.07 feet; thence South 02 degrees 31 minutes 42 seconds East along said West right-of-way line, 20.08 feet; thence South 87 degrees 28 minutes 21 seconds West, 5.00 feet to the Point of Beginning; thence continuing South 87 degrees 28 minutes 21 seconds West, 14.05 feet; thence South 02 degrees 31 minutes 39 seconds East, 52.00 feet; thence North 87 degrees 28 minutes 21 seconds East, 14.05 feet; thence North 02 degrees 31 minutes 42 seconds West, 52.00 feet to the Point of Beginning, all in DuPage County, Illinois;

P.I.N.: 06-16-311-017;

Common address: 930 East Roosevelt Road, Lombard, Illinois;

(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 Sidewalk Improvements, restore to its former condition any portion of the Grantor Property which is disturbed or altered in any manner by the construction of the Sidewalk Improvements, 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 Sidewalk Improvements, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term 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 Sidewalk Improvements.

8. This Grant of Temporary Construction Easement shall be in full force and effect through and including September 28, 2012, or until the completion of the Sidewalk Improvements, 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: RDK Ventures LLC by its Manager
Mac's Convenience Stores LLC

By: [Signature]
Name: Bruce London
Title: VP m/w

ATTEST: _____
Name: _____
Title: _____

Agreed to and accepted by the Village of Lombard, DuPage County, Illinois, this 17 day of May, 2012.

By: [Signature]
William J. Mueller, Village President

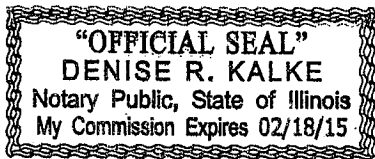
ATTEST: [Signature]
Brigitte O'Brien, Village Clerk


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 William J. Mueller and Brigitte O'Brien, 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 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 May, 2012.





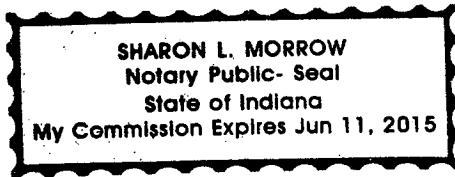
Notary Public

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF BARTHOLOMEW

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Bruce Landini and _____, personally known to me to be the VP and _____ of ^{RDX Ventures LLC by its Member} M&S Commerce Street LLC, (the "Grantor"), and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and acknowledged that as such _____ and _____, 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 4th day of June, 2012.



Sharon L. Morrow
Notary Public

EXHIBIT A

Drawing of Temporary Easement Area

(attached)

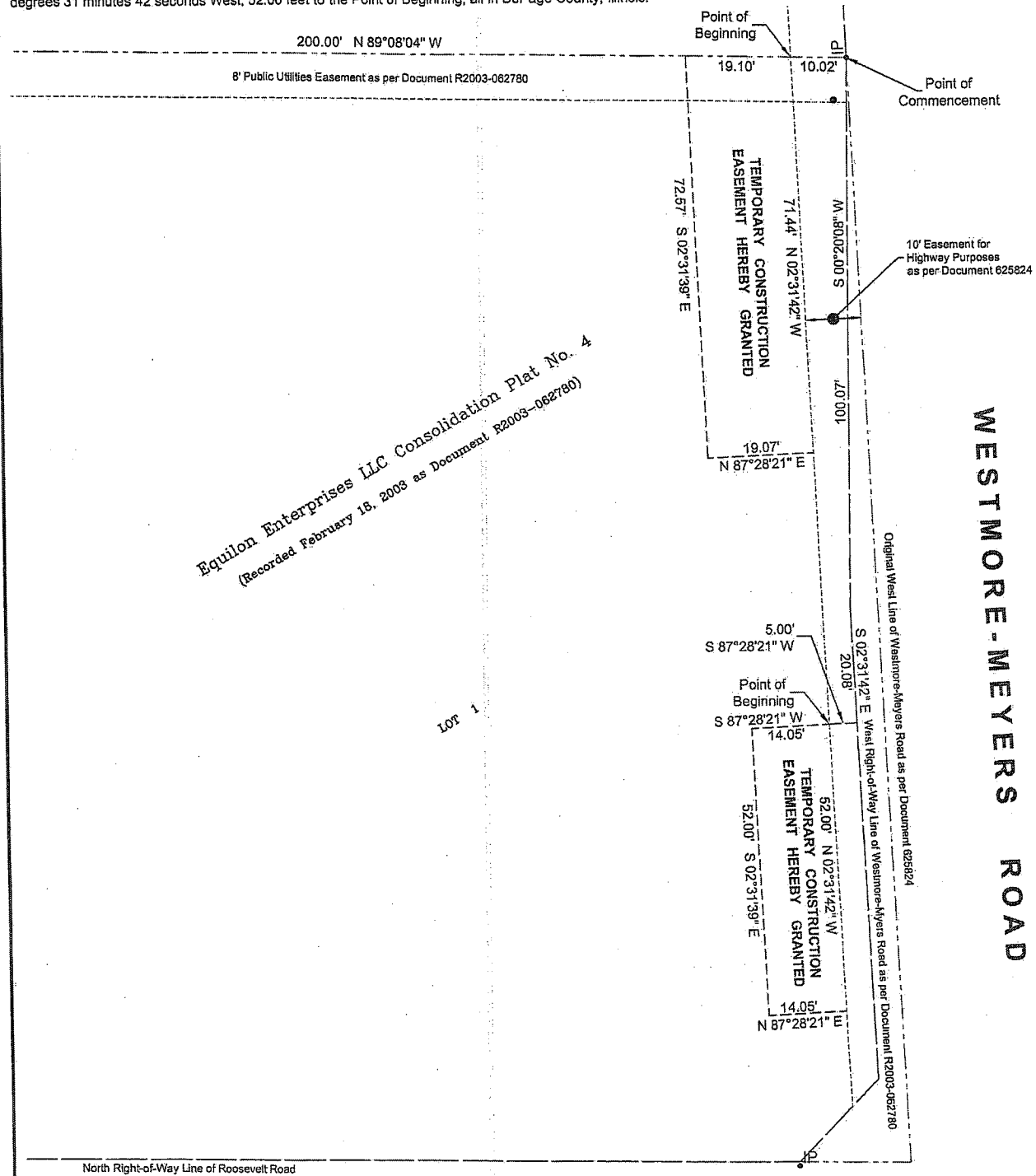
EXHIBIT A

06-16-311-017

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*Equilon Enterprises LLC Consolidation Plat No. 4
(Recorded February 18, 2003 as Document R2003-062780)*

WESTMORE-MEYERS ROAD

ROOSEVELT ROAD



Baxter & Woodman
Crystal Lake, Illinois 815.469.1260

8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012
PHONE: 815-459-1260 • FAX: 815-455-0450