



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

May 28, 2021

President
Frank DeSimone

Board of Trustees
Rosa Carmona
Amy Franz
Maria T. Frey
McLane Lomax
Nicholas Panocla Jr.
Armando Perez

Village Clerk
Nancy Quinn

Village Manager
Evan K. Summers

Ms. Gina Mellenthin
4N150 Pine Grove Avenue
Bensenville, Illinois 60106

Re: May 21, 2021 FOIA Request

Dear Ms. Mellenthin:

I am pleased to help you with your May 21, 2021 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on May 21, 2021. You requested copies of the items indicated below:

"Pursuant to the Freedom of Information Act I am requesting all of the TCE's that have been signed since January 13, 2020."

Your FOIA request is hereby granted in part and denied in part as follows. The attached records are being provided to you at no charge. Signatures and home addresses have been withheld as private information that is exempt from disclosure under Section 7(1)(b) of FOIA 5 ILCS 140/7(1)(b).

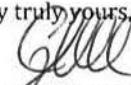
You have the right to have the partial denial of your FOIA request reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/9.5(a). You may file your Request for Review with the PAC by writing to:

Ms. Sara Pratt
Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
E-Mail: publicaccess@atg.stste.il.us

You also have the right to seek judicial review of the partial denial of your FOIA request by filing a lawsuit in the State circuit court 5 ILCS 140/11.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, Gregory R. and Diane J. Norris (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. **Recording.** This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:

VILLAGE OF BENSENVILLE

Name: [REDACTED]

Frank DeSimone, Village President

ATTEST:

ATTEST:

Name: [REDACTED]

Nancy Quinn, Village Clerk

GRANTOR:

Name: [REDACTED]

ATTEST:

Name: [REDACTED]

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 1 AND THE NORTH HALF OF LOT 2 IN BLOCK 10 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-306-010-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, ANTONIA P. HAMILTON (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. **Recording.** This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:

VILLAGE OF BENSENVILLE

Name:

Frank DeSimone, Village President

ATTEST:

ATTEST:

Name:

Nancy Quinn, Village Clerk

GRANTOR:

Name:

ATTEST:

Name:

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 18 IN BLOCK 12 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-304-001-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, Mark & Edie Shawflik (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

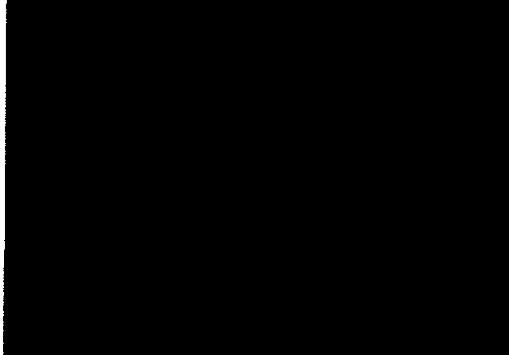
6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns

and all other successors and interests to the Real Estate or any portion thereof and shall continue until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:



Name:

VILLAGE OF BENSENVILLE

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

GRANTOR:



Name:

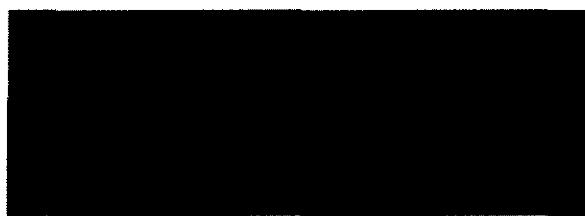
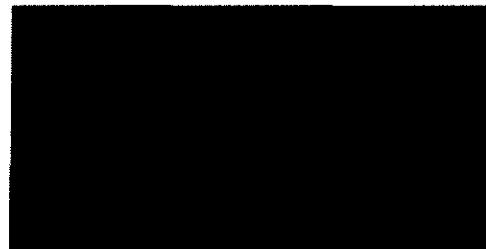
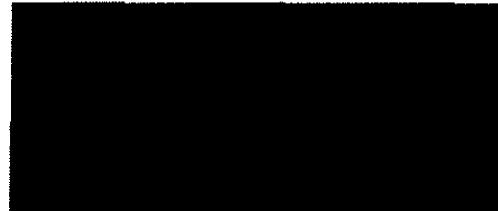


EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 11 IN BLOCK 11 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION
OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF
SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS
DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-305-008-0000

Common Address: [REDACTED] Bensenville, IL 60106



TEMPORARY CONSTRUCTION EASEMENT

The undersigned, Francisco Corrillo (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

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3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. **Recording.** This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to accept and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:

VILLAGE OF BENSENVILLE

Print Name:

Frank DeSimone, Village President

Sign

ATTEST:

ATTEST:

Nancy Quinn, Village Clerk

Name:

ATTEST:

Name:

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

**LOT 8 IN BLOCK 12 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF
THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF
SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS
DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.**

PIN #: 03-23-304-017-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, ANISRIN S MOUSA VI (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

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The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement:

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:



VILLAGE OF BENSENVILLE

Frank DeSimone, Village President

ATTEST:



ATTEST:

Nancy Quinn, Village Clerk

GRANTOR:

Name:

ATTEST:

Name:

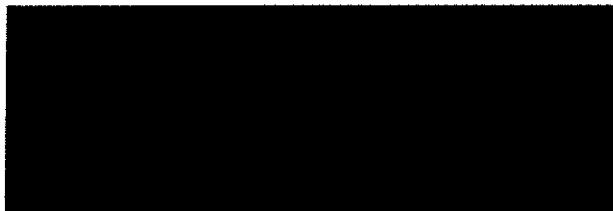


EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 6 IN BLOCK 9 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-307-019-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, JUDY M. GARCIA & SCOTT CO. (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. **Recording.** This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

STATE OF ILLINOIS, COUNTY OF COOK, this recorded was acknowledged before
ON 15th APRIL 2021, BY Juan M. Garcia, Associate

GRANTOR:



Name:

VILLAGE OF BENSENVILLE



Frank Desimone, Village President

ATTEST:

x

Name:

ATTEST:



Nancy Quinn, Village Clerk

GRANTOR:

Name:

ATTEST:

Name:

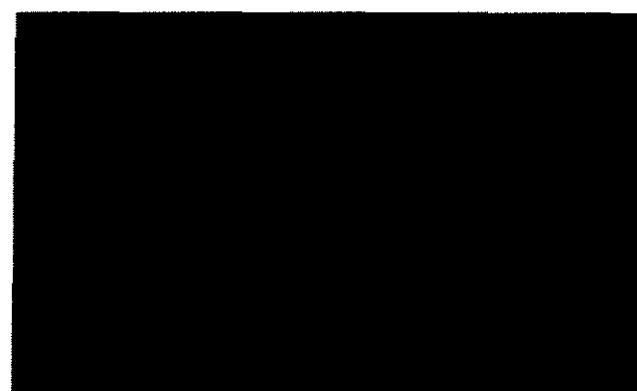


EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 15 IN BLOCK 12 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-304-020-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, Tom Pravitt (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR: [REDACTED]

Name: [REDACTED]

ATTEST:

Name: [REDACTED]

GRANTOR:

Name: [REDACTED]

ATTEST:

Name: [REDACTED]

VILLAGE OF BENSENVILLE

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 3 IN BLOCK 12 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-304-012-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, Alicia Cabral (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. **Recording.** This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to accept and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:

N

VILLAGE OF BENSENVILLE

Frank DeSimone, Village President

ATTEST:

ATTEST:

Nancy Quinn, Village Clerk

GRANTOR:

Name:

ATTEST:

Name:

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

**LOT 16 IN BLOCK 9 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF
THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF
SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS
DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.**

PIN #: 03-23-307-003-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, Karen Lester (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns

and all other successors and interests to the Real Estate or any portion thereof and shall continue until terminated pursuant to this paragraph its terms.

7. **Recording.** This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:



VILLAGE OF BENSENVILLE



ATTEST:

Name:

ATTEST:

Nancy Quinn, Village Clerk

GRANTOR:

Name:

ATTEST:

Name:

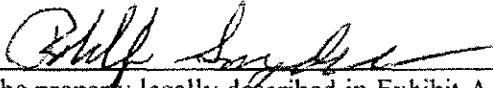
EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 16 IN BLOCK 16 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-306-003-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned,  (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:

VILLAGE OF BENSENVILLE

Name:

Frank DeSimone, Village President

ATTEST:

ATTEST:

Name:

Nancy Quinn, Village Clerk

GRANTOR:

Name:

ATTEST:

Name:

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 17 IN BLOCK 12 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-304-002-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, DEAN ALESSANDRO ASHLEY ALESSANDRO (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:



Name:

VILLAGE OF BENSENVILLE

Frank DeSimone, Village President

ATTEST:



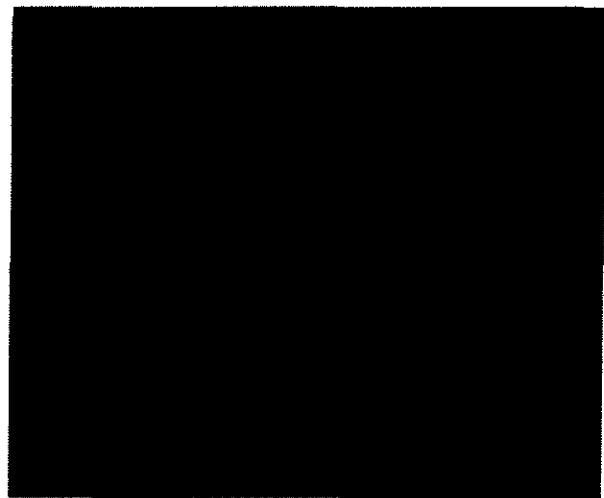
ATTEST:

Nancy Quinn, Village Clerk

GRANTOR:



Name:



ATTEST:



EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 17 IN BLOCK 11 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-305-002-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, PATRICIA KATER (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

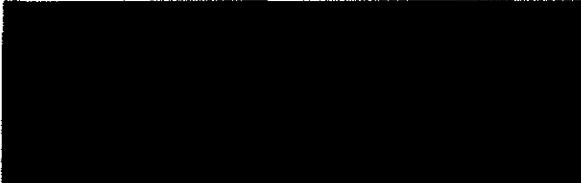
6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. **Recording.** This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:



VILLAGE OF BENSENVILLE

Frank DeSimone, Village President

ATTEST:



ATTEST:

Nancy Quinn, Village Clerk

GRANTOR:

Name:

ATTEST:

Name:

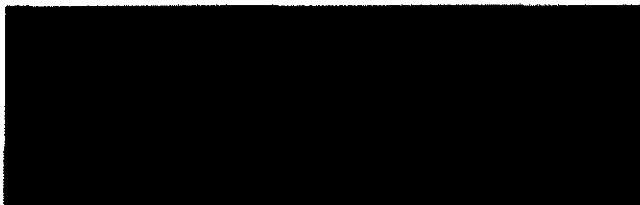


EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 18 IN BLOCK 11 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION
OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF
SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS
DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-305-001-0000

Common Address: [REDACTED] Bensenville, IL 60106



TEMPORARY CONSTRUCTION EASEMENT

The undersigned, MARKO PROTS (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. **Recording.** This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:

VILLAGE OF BENSENVILLE

Name:



Frank DeSimone, Village President

A



ATTEST:

N

Nancy Quinn, Village Clerk

GRANTOR:

Name:

ATTEST:

Name:

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 14 IN BLOCK 5 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-300-004-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, Tadeusz Niemyski (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding

not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:

VILLAGE OF BENSENVILLE

Name: 

Frank DeSimone, Village President

ATTEST:

Name: 

Nancy Quinn, Village Clerk

GRANTOR:

Name: 

ATTEST:

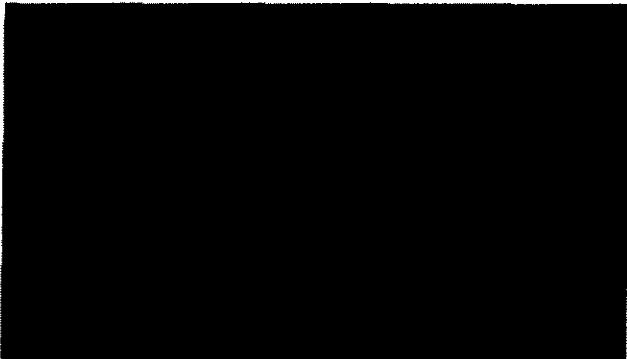
Name: 

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

(Legal Description)

LOT 5 IN BLOCK 8 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS DOCUMENT NUMBER R1945-485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-303-012-0000

Common Address: [REDACTED]

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, Douglas and Hale LAVIN (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

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MAY 14 2020
VILLAGE OF BENSENVILLE

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

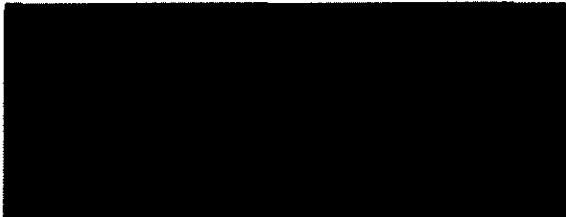
6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:



VILLAGE OF BENSENVILLE

Frank DeSimone, Village President

ATTEST:



Nancy Quinn, Village Clerk

GRANTOR:

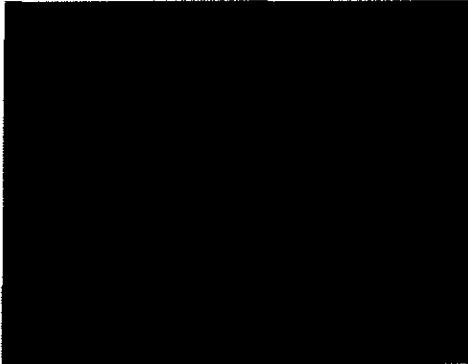


EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 3 BLOCK 6 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-301-010-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

*Susan Earley
Thomas Earley*

The undersigned, Susan Earley and Thomas Earley (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

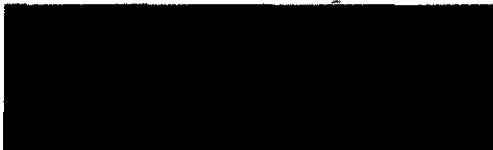
6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:



VILLAGE OF BENSENVILLE

Frank DeSimone, Village President

ATTEST:

ATTEST:

Name:

Nancy Quinn, Village Clerk

GRANTOR:

Name:

s)

ATTEST:

Name:

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 2 IN BLOCK 8 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-122-003-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, Patricia M. Belkaxto (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR: 

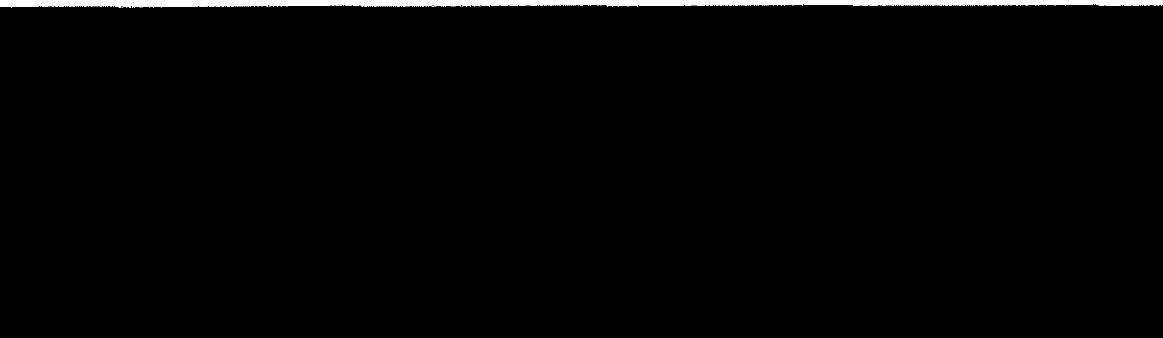
Name:

ATTEST:

Name:

GRANTOR:

Name:

ATTEST: 

VILLAGE OF BENSENVILLE

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 3 IN BLOCK 4 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-22-216-006-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, JONATHAN M. TRAN (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:


Name:

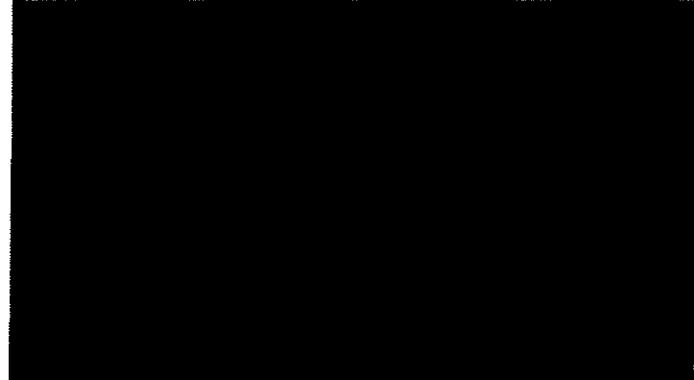
VILLAGE OF BENSENVILLE


Frank DeSimone, Village President

ATTEST:


Name:

ATTEST:


Nancy Quinn, Village Clerk

GRANTOR:

Name:

ATTEST:

Name:

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 1 IN REEB'S ASSESSMENT PLAT, BEING A PLAT OF PART OF THE EAST HALF OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1988 AS DOCUMENT R88-51554, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-22-216-007-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, Rocha Renda (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:



Name:

VILLAGE OF BENSENVILLE

Frank DeSimone, Village President



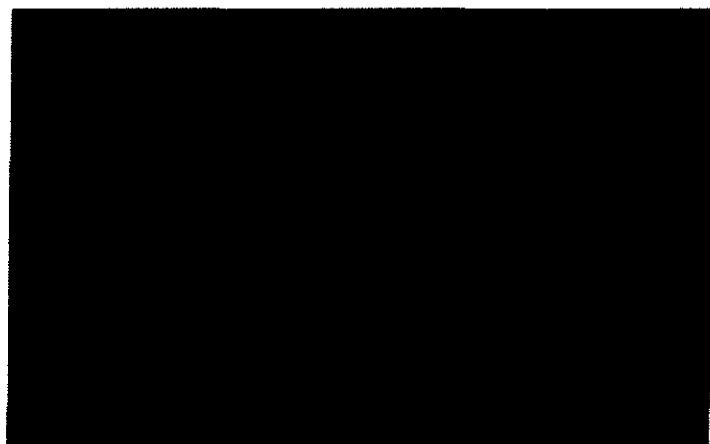
ATTEST:

Nancy Quinn, Village Clerk

GRANTOR:



Name:



ATTEST:



EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 12 IN BLOCK 3 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 23, AND THE NORTHEAST QUARTER OF SECTION 22, ALL IN TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 13, 1945, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-22-215-001-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, CRAIG OFFENLOCH, (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding

not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:

VILLAGE OF BENSENVILLE

Name:

Frank DeSimone, Village President

ATTEST:

ATTEST:

Nancy Quinn, Village Clerk

GRANTOR:

Name:

ATTEST:

Name:

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 3 IN BLOCK 1 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 23 AND IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 13, 1945 AS DOCUMENT 476240, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-117-024-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, ELIA Soto (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary

Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue

until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:



/ Name:

VILLAGE OF BENSENVILLE

Frank DeSimone, Village President

ATTEST:



/ Name:

ATTEST:

Nancy Quinn, Village Clerk

GRANTOR:

Name:

ATTEST:

Name:

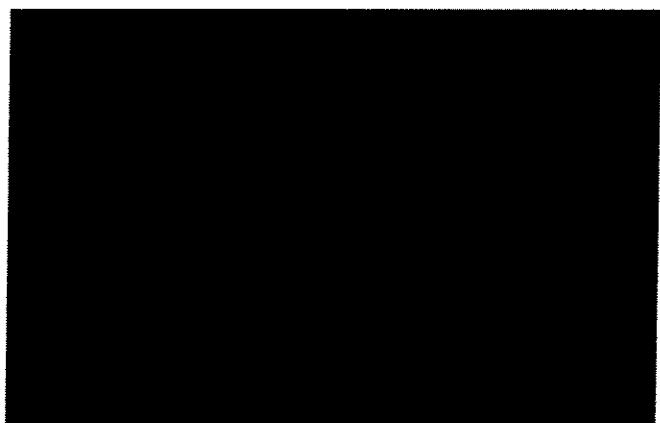


EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 13 IN BLOCK 3 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 23, AND THE NORTHEAST QUARTER OF SECTION 22, ALL IN TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 13, 1945, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-116-003-0000

Common Address: [REDACTED] Bensenville, IL 60106

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, SHAWN MYERS, (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE ("Village"), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

1. Utilization of the Temporary Construction Easement.

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

2. Insurance. The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

3. Indemnity. The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

4. Warranties of Grantor. The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

5. Warranties of Village. As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction Easement;

6. Successors and Assigns. This Temporary Construction Easement shall be binding

not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue until terminated pursuant to this paragraph its terms.

7. Recording. This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to accept and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR:

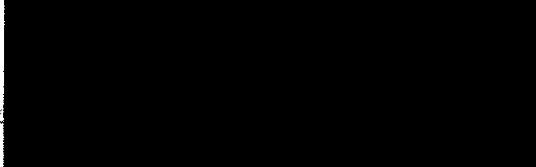


Name: /

VILLAGE OF BENSENVILLE

Frank DeSimone, Village President

ATTEST:



ATTEST:

Nancy Quinn, Village Clerk

GRANTOR:

Name:

ATTEST:

Name:



EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LOT 2 IN BLOCK 1 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 23 AND IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 13, 1945 AS DOCUMENT 476240, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03-23-117-023-0000

Common Address: [REDACTED] Bensenville, IL 60106