

This instrument was prepared by

After Recording Return To:

Village of Barrington Hills
112 Algonquin Road
Barrington Hills, Illinois 60010
Attn: Village Administrator

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (this "Agreement") is made this ____ day of _____, 2012 by and between the Village of Barrington Hills, an Illinois municipal corporation (the "Village") and the The Chicago Province of the Society of Jesus, an Illinois not for profit corporation (the "Owner").

RECITALS

A. Owner is the owner of certain real property in the Village of Barrington Hills, Illinois located at 420 W. County Line Road, which property is legally described on the attached Exhibit A (the "Property").

B. The Village has prepared plans to make improvements to the existing roadway and roadside drainage of Caesar Drive along the western lines of the Property.

C. The parties are entering into this Agreement to grant the Village a temporary grading easement over that portion of the Property described on Exhibit B attached hereto.

NOW THEREFORE, for and in consideration of the Recitals, which are incorporated herein, for the sum of Ten Dollars (\$10.00) paid by the Village to the Owner and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. Grant of Temporary Roadway Easement to the Village. The Owner hereby grants to the Village, its successors and assigns, a temporary grading easement over the portion of the Property legally described on the Plat of Easement attached hereto as Exhibit B for purposes of grading a drainage swale adjacent to the public roadway. The term of this Temporary Easement Agreement shall commence on the date set forth above and shall terminate on November 30,

2012, except to the extent that landscape repair work is necessary under the call back warranty requirements of the Construction Documents.

2. Construction of Improvements. The Village shall construct such roadway and related drainage improvements (collectively, the “Public Improvements”) in a lien-free and good and workmanlike manner, in accordance with all laws and regulations, and as shown on the plans for the Village of Barrington Hills- 2012 Road Program, last revised March 9, 2012, prepared by Gewalt Hamilton Associates, Inc. (the “Plans”). The Village agrees and acknowledges that in the preparation of the Plans, the Village has worked to resolve the current drainage problems affecting the existing roadway and has designed the new Public Improvements as reflected in the Plans in an effort to eliminate any drainage issues or adverse affect on the Property resulting from poor or inadequate drainage from the new roadway onto the Property.

3. Maintenance/Restoration. The Village shall maintain the Public Improvements in good order, condition and repair in a manner consistent with other similar public improvements constructed by the Village, in compliance with all laws and regulations, and otherwise in a condition acceptable to Owner.

4. Indemnification. The Village shall indemnify and hold harmless the Owner and Owner’s successors and assigns, from and against any and all claims, losses, damages, injuries, liability, costs and expenses, including reasonable attorneys’ fees, arising from any accident, occurrence, injury, loss or damage to any person arising out of or resulting from the construction of the Public Improvements.

5. Default. If a party to this Agreement alleges that the other party is in breach hereof, the party alleging breach shall give written notice to the other party, such notice specifying the nature of the alleged breach. Unless otherwise set forth herein, and except in case of an emergency where persons or property are in immediate peril, the party in breach shall have thirty (30) days after receipt of the notice to effect a cure; in an emergency, all reasonable steps to cure shall be taken immediately.

6. Insurance. Village shall cause the contractor constructing the Public Improvements to obtain, at its sole cost and expense, and maintain during the construction of the Public Improvements, commercial general liability insurance for the mutual benefit of Owner and the Village with a combined single limit of not less than \$1,000,000.00 on an occurrence basis, which policy shall:

- (a) be written by solvent insurance companies licensed in the State of Illinois; and
- (b) provide that such policy of policies may not be canceled by the insurer without first giving Owner at least thirty (30) days prior written notice.

Such contractor shall also be required to obtain and maintain, at its sole cost and expense, during the performance of its construction operations, workers compensation insurance covering all persons directly employed by such contractor in connection with the construction operations and with respect to which death or injury claims could be asserted against Owner, the Property or any interest therein as required by applicable laws and regulations. Village shall deliver certificate(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of date first written above.

Owner:

Village:

The Chicago Province of the Society of Jesus
an Illinois not for profit corporation

The Village of Barrington Hills,
an Illinois municipal corporation

By: _____
Fr. Paul Macke, S.J., Executive Director

By: _____
Robert Abboud, President

By: _____

By: _____
Dolores Trandel, Deputy Village Clerk

STATE OF ILLINOIS)
)SS
COUNTY OF MCHENRY)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged he signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this ____ day of _____, 2012.

Commission expires on _____, 20__.

Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF MCHENRY)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert Abboud personally known to me to be the President of the VILLAGE OF BARRINGTON HILLS, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of the VILLAGE OF BARRINGTON HILLS, and that he appeared before me this day in person and acknowledged that as such President of the VILLAGE OF BARRINGTON HILLS he signed and delivered the said instrument, pursuant to authority given by the VILLAGE OF BARRINGTON HILLS as his free and voluntary act, and as the free and voluntary act and deed of said municipality, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this ____ day of _____, 2011.

Commission expires on _____, 20__.

Notary Public

EXHIBIT A

PROPERTY

Lot D in Owners Subdivision of Section 3, Township 42 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded July 2, 1923 as Document No. 8004709.

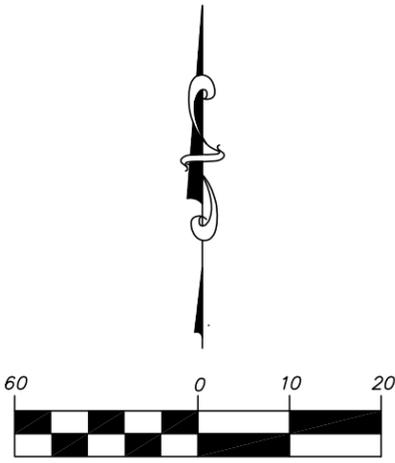
PIN: 19-25-200-010 and 19-25-200-013

EXHIBIT B
PLAT OF EASEMENT

Plat of Easement

for
Temporary Grading Purposes
to the
Village of Barrington Hills

That part of Lot D in Owners Subdivision of Section 3, Township 42 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded July 2, 1923 as Document No. 8004709, described as follows: Commencing at a corner of Lot D, being coincident with the Southwest corner of Lot 12 in Dorvillee Hills Subdivision recorded July 9, 1958 as Document No. 17255278; (the following five (5) calls being along the East line of Orchard Road (now known as Caesar Drive) per Dorvillee Hills Subdivision and coincident with the West line of said Lot D) thence South 00°01'01" West, 202.70 feet to a point of curve; thence Southwesterly along a curve concave Northwesterly having a radius of 109.34 feet and a central angle of 83°13'45" a distance of 158.83 feet to the point of beginning; thence continuing along said curve with a radius of 109.34 feet and a central angle of 06°40'02" a distance of 12.72 feet to a point of reverse curve; thence Southerly along a curve concave Southeasterly having a radius of 28.31 feet and a central angle of 89°54'06" a distance of 44.42 feet to a point of tangency; thence South 00°00'42" West, 29.33 feet; thence North 17°02'06" East, 43.13 feet; thence North 58°48'25" East, 33.12 feet to the point of beginning, in Cook County, Illinois.



(IN FEET)
1 inch = 60 ft.
P.I.N: 01-03-200-012
01-03-200-007

Lot 13

R=389.75'
A=344.46'
Δ=50°38'16"
Ch.Brg.=
N 25°20'09" E

Caesar Drive
(formerly Orchard Road)

Lot 12

South line of Lot 12
10.00 ft. Utility Easement
262.59'

Point of Commencement

Lot D

Owner's Certificate

State of Illinois) S.S.
County of Cook)

This is to certify that The Society of Jesus is the sole owner of the property described in the annexed plat and that no other entity has any right, title or interest in said property, and that they have granted this easement and indicated, for the uses and purposes herein set forth.

Dated this _____ day of _____, A.D. 2012.

Fr. Paul Macke, S.J., Executive Director

Notary Public Certificate

State of Illinois) S.S.
County of Cook)

I, _____, a Notary Public, in and for the county and state aforesaid, do hereby certify that Fr. Paul Macke, S.J., Executive Director, for The Society of Jesus, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and that he signed and delivered the annexed plat as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, A.D. 2012.

Notary Public

My Commission expires _____

Surveyor's Certificate

State of Illinois) S.S.
County of Lake)

We, Gewalt Hamilton Associates, Inc. do hereby certify that we have prepared this Plat of Easement and that it is a true and correct representation of said easement. All distances shown hereon are in feet and decimal parts thereof.

Dated this ____ day of _____, A.D., 2012.

George A. Saam No. 2585
My License Expires November 30, 2012.



Dorvillee Hills Subdivision
Rec. July 9, 1958 as Doc. No. 17255278

Lot 14

Easement
Hereby Granted

Lot D

Texas Illinois Natural Gas Pipeline Company
(Approximate location)

Caesar Drive
(formerly Orchard Road)

Dana Lane

GHA GEWALT HAMILTON ASSOCIATES, INC.

850 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

FILE: 9355-126 Temp Easement.dwg

DRAWN BY: G.S.
DATE: 02/06/12

GHA PROJECT #
9355.126

SHEET #:
/
OF 1 SHEETS

CHECKED BY:
DATE:

SCALE:
1" = 60'