

TEMPORARY CONSTRUCTION EASEMENT

The undersigned, <<Property Owner Name>>, (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

(Legal Description)

PIN #:

Common Address: