

# UNOFFICIAL COPY

## DOCUMENT PREPARED BY:

Ryan and Ryan  
33 North Dearborn Street  
Suite 1530  
Chicago, IL 60602



Doc#: 0830419055 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/30/2008 01:32 PM Pg: 1 of 10

## AFTER RECORDING RETURNED TO:

Nicholas S. Peppers, Esq.  
Storino, Ragnello & Durkin  
9501 West Devon Avenue  
Suite 800  
Rosemont, Illinois 60018

### **Temporary Construction and Non-Exclusive Access Easement Agreement**

This Temporary Construction and Non-Exclusive Access Easement Agreement (this "Agreement") is made and effective as of the 28 day of October, 2008 by and between the VILLAGE OF ROSEMONT, an Illinois municipal corporation ("Village") and RYAN HARP JV, LLC, a Minnesota limited liability company ("Ryan Harp").

#### **RECITALS:**

WHEREAS, Village has dedicated certain public right-of-way, commonly known as Boilermaker Boulevard from Wesley Terrace to Otto Avenue and Reconstructed Rose Avenue and more particularly depicted on Exhibit A attached hereto and made a part hereof ("Easement Premises"); and

WHEREAS, Ryan Harp is the owner of that certain vacant property situated adjacent to and immediately south of the Easement Premises, and more particularly and legally described on Exhibit B attached hereto and made a part hereof ("Ryan Harp Property"); and

WHEREAS, Ryan Harp intends to develop and construct on the Ryan Harp Property an office development ("Development"); and

WHEREAS, the Village desires to grant a construction and non-exclusive access easement to Ryan Harp ("Easement") to provide for pedestrian and vehicular ingress, egress and access to and from the Ryan Harp Property (including, but not limited to construction vehicles), on, in, over, across and within the Easement Premises and for construction staging, trailer parking, storage, vehicle parking, and temporary occupancy for construction purposes, on, in, over, across and within the Easement Premises, all as more specifically set forth in this Agreement.

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Order #

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NOW, THEREFORE, in consideration of the above, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Temporary Construction and Access Easement.

(a) Subject to the provisions and reservations set forth herein below, the Village hereby grants to Ryan Harp and its successors an/or assigns, its contractors, sub contractors, agents, representatives, and employees a temporary construction and non-exclusive access easement on, in, over, across and within the Easement Premises and for construction staging, trailer parking, storage, vehicle parking, and temporary occupancy for construction purposes, on, in, over, across and within the Easement Premises ("Permitted Activities").

(b) The Village and Ryan Harp agree the Easement provides for (a) the phased construction of Boilermaker Boulevard and Reconstructed Rose Avenue, including placement of any Village utilities, (b) a minimum a ninety (90) calendar day construction schedule for construction of Boilermaker Boulevard and Reconstructed Rose Avenue within a construction season between April and October of a given year, (c) the mutual agreement and cooperation of the parties with regard to Ryan Harp's construction staging, trailer parking, storage, vehicle parking, and temporary occupancy for construction purposes on the Easement Premises and the Village's construction of Boilermaker Boulevard, (d) that access to and from the Easement Premises shall be from Reconstructed Rose Avenue or Otto Avenue only and restricting access to and from the Easement Premises over and across newly constructed Boilermaker Boulevard between River Road and Wesley Terrace, (e) that Ryan Harp shall be responsible for all costs associated with repairing damage to pavement or curb and gutter placed by the Village caused by the by Ryan Harp or its contractors, sub contractors, agents, representatives, employees, (f) Ryan Harp is granted the right to move the Easement Premises from Boilermaker Boulevard onto Reconstructed Rose Avenue once it is substantially completed, minus the placement of the pavement surface course. Until such time as Ryan Harp may move the Easement Premises from Boilermaker Boulevard onto Reconstructed Rose Avenue, the use of Reconstructed Rose Avenue shall be prohibited for construction staging, parking, or any other use, except for ingress and egress to the Easement Premises until such time as Reconstructed Rose Avenue is substantially completed, minus the placement of the pavement surface course. Ryan Harp agrees to vacate the Easement Premises within five (5) days of receiving written notice that Reconstructed Rose Avenue is completed.

(c) This Easement shall terminate without further action of the parties at such time as the Village is ready to complete construction of Boilermaker Boulevard and Reconstructed Rose Avenue with the final lift. The Village shall deliver written notice to Ryan Harp as to the termination of the Easement twenty one (21) days prior to the Village's commencement of the completion of Boilermaker Boulevard and Reconstructed Rose Avenue and, at such time, Ryan Harp shall vacate and abandon the Easement and Easement Premises and remove all vehicles, trailers and equipment from the Easement Premises.

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2. Benefited Parties. The Easement granted hereby shall be for the benefit of Ryan Harp and its successors an/or assigns, its contractors, sub contractors, agents, representatives, and employees.

3. Reservation of Right. Any rights to the Easement Premises not specifically granted to Ryan Harp herein are reserved for the Village, its successors and/or assigns. This Agreement is expressly subject to the rights of third parties to maintain utility and other improvements permitted by the Village in, on, over, across, below and parallel to the Easement Premises, provided that such third party shall not unreasonably interfere with the Easement Premises herein granted or impair the usefulness and safety of said Easement Premises.

4. Use. Ryan Harp shall use the Easement Premises solely for the Permitted Activities in compliance with the provisions of this Agreement and in compliance with all applicable laws and ordinances and requirements of any governmental authorities.

5. Notices. All notices and other communications hereunder shall be in writing and shall be delivered personally against receipt or shall be sent by registered mail, certified mail, or Express Mail service, postage prepaid and return receipt requested, by telephone facsimile transmission, or by nationally utilized overnight delivery service, addressed to the parties as follows:

As to Village: Village of Rosemont  
Attn: Village Clerk  
9501 West Devon  
Rosemont, Illinois 60018  
Fax: 847-825-1006

As to Ryan Harp: Ryan Harp JV, LLC  
Attn: Timothy G. Franzen  
1110 Jorie Boulevard  
Oak Brook, Illinois 60523  
Fax: (630) 366-2012

Any notice in accordance herewith shall be deemed received when delivery is received or refused, as the case may be. Additionally, notices may be given by telephone facsimile transmission, provided that an original copy of said transmission shall be delivered to the addressee via overnight delivery service for delivery on the business day following such transmission. Telephone facsimiles shall be deemed delivered on the date of such transmission.

6. Indemnification. To the fullest extent permitted by law, Ryan Harp will indemnify and hold the Village, its successors and assigns, harmless from and against any and all claims, litigation, liability, loss, injury, damage, cost, and/or expense on account of injury to or death of any person or persons whomsoever or on account of damage to any property arising out of, caused by, connected with, or attributable to Ryan Harp's and its successors an/or assigns, its contractors, sub contractors, agents, representatives, and employees' use of the Easement Premises or the rights herein granted, or the performance or non-performance of Ryan Harp's

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obligations hereunder; and Ryan Harp will defend by counsel satisfactory to the indemnified party any suit or action brought against such party based on any such alleged injury, death, or damage and shall pay all damages, costs and expenses, including attorneys' fees, connected therewith or resulting therefrom, provided that Ryan Harp shall not be required to indemnify or hold harmless the Village, its successors and assigns against any claim, litigation, liability, loss, injury, damage, cost and/or expense arising out of a negligent or intentional act of omission of the Village. To the fullest extent permitted by law, the Village will indemnify and hold Ryan Harp harmless from and against any and all claims, litigation, liability, loss, injury, damage, cost and/or expense on account of injury to or death of any person or persons whomsoever or on account of arising out of, caused by, connected with, or attributable to the Village's use of the Easement Premises, or the performance or non-performance of the Village's obligations hereunder; and the Village will defend any suit or action brought against such party based on any such alleged injury, death, or damage and shall pay all damages, costs and expenses, including attorneys fees, connected therewith or resulting therefrom, provided that the Village shall not be required to indemnify or hold harmless Ryan Harp and its successors an/or assigns, its contractors, sub contractors, agents, representatives, and employees against any claim, litigation, liability, loss, injury, damage, cost and/or expense arising out of a negligent or intentional act of omission of Ryan Harp, or its successors an/or assigns, its contractors, sub contractors, agents, representatives, and employees.

7. Authority. Each of the parties hereto hereby represents and warrants to the other the execution and deliver of this Declaration by the representing and warranting party has been duly authorized, that this Declaration has been validly executed and delivered by such party, and that this Declaration is binding upon such party in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

County Clerk's Office

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## Signature Page to Temporary Construction and Non-Exclusive Access Easement Agreement

VILLAGE:

VILLAGE OF ROSEMONT,  
an Illinois municipal corporation

By: \_\_\_\_\_

Printed: Bradley A. Stephens

Title: President

Attest: \_\_\_\_\_

Rosalie Lenstrom, Village Clerk

[Signatures Continue on Following Page]

Property of Cook County Clerk's Office

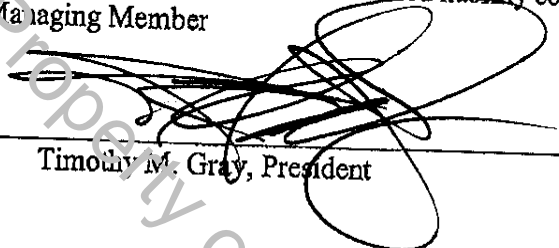
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## Signature Page to Temporary Construction and Non-Exclusive Access Easement Agreement

RYAN HARP:

Ryan Harp JV, LLC, a  
Delaware limited liability company

By: Ryan Rosemont, LLC, a Minnesota limited liability company  
Its Managing Member

By:   
Timothy M. Gray, President

[End of Signatures]

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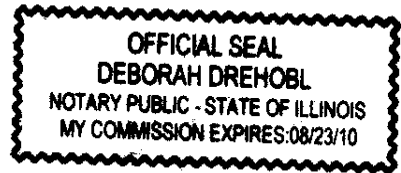
STATE OF ILLINOIS        )  
                                       ) ss  
 COUNTY OF COOK         )

The foregoing instrument was signed and acknowledged before me this 28<sup>th</sup> day of October, 2008 by Bradley A. Stephens as President and Rosalie Lennstrom as Village Clerk for the Village of Rosemont, Illinois for and on behalf of said Village of Rosemont, Illinois for the purpose aforesaid.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

{Seal}

*Deborah Dreho*  
 \_\_\_\_\_  
 Notary Public



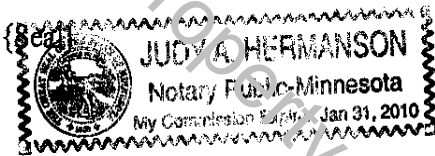
Property of Cook County Clerk's Office

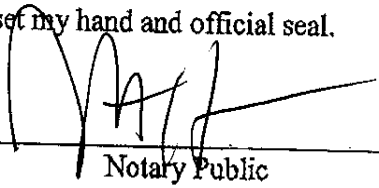
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STATE OF Minnesota )  
COUNTY OF Hennepin ) ss

The foregoing instrument was signed and acknowledged before me this 26 day of October, 2008 by Timothy M. Gray as President of Ryan Rosemont, LLC, a Minnesota limited liability company, Managing Agent of Ryan Harp JV, LLC, a Delaware limited liability company for the purpose aforesaid.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



  
\_\_\_\_\_  
Notary Public

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## CONSTRUCTION EASEMENT EXHIBIT

**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

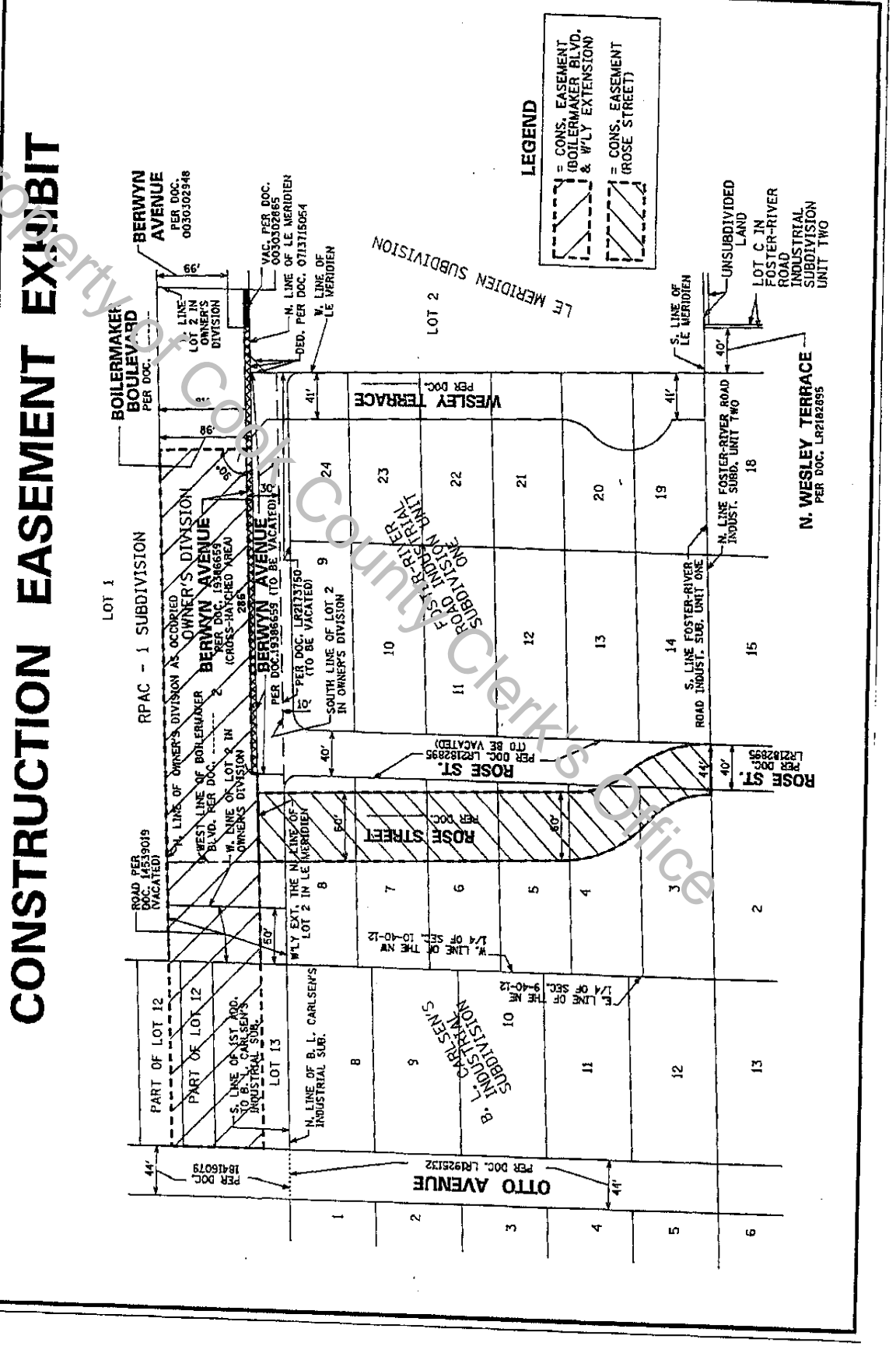
975 W. Hights Road, Suite 700,  
 Rosemont, MD 60018  
 Phone: (847) 696-4060 Fax: (847) 696-4065

FILENAME: 4185EIB-CONS ESMT  
 JOB NO: 4185  
 DATE: 10/27/2008

**SPACECO INC.**

SCALE: 1" = 80'

REVISIONS:

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## Exhibit B

THAT PART OF VARIOUS LOTS, BLOCKS, STREETS AND VACATED STREETS IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10 ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST NORTHWEST CORNER OF LOT 2 IN THE FINAL PLAT OF SUBDIVISION OF LE MERIDIEN, RECORDED MAY 17, 2007 AS DOCUMENT NUMBER 0713715054; THENCE SOUTH 87 DEGREES 52 MINUTES 39 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 70.90 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47 DEGREES 01 MINUTES 03 SECONDS EAST 21.04 FEET; THENCE SOUTH 01 DEGREE 54 MINUTES 46 SECONDS EAST, ALONG A LINE 41.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 2, A DISTANCE OF 275.63 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 31.65 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, AND WHOSE CHORD BEARS SOUTH 21 DEGREES 20 MINUTES 16 SECONDS WEST 30.79 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 89.44 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 46.00 FEET, AND WHOSE CHORD BEARS SOUTH 11 DEGREES 06 MINUTES 54 SECONDS EAST 76.00 FEET TO A POINT ON A LINE 41.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREE 54 MINUTES 46 SECONDS EAST, ALONG SAID PARALLEL LINE, 30.11 FEET, TO THE NORTH LINE OF FOSTER-RIVER ROAD INDUSTRIAL SUBDIVISION UNIT TWO, RECORDED NOVEMBER 18, 1964 AS DOCUMENT NUMBER LR2182895; THENCE SOUTH 87 DEGREES 52 MINUTES 47 SECONDS WEST ALONG SAID NORTH LINE, 184.57 FEET TO THE NORTHWEST CORNER OF LOT 15 IN SAID FOSTER-RIVER ROAD INDUSTRIAL SUBDIVISION AND THE SOUTHWEST CORNER OF LOT 14 IN FOSTER-RIVER ROAD INDUSTRIAL SUBDIVISION UNIT ONE RECORDED SEPTEMBER 25, 1964 AS DOCUMENT LR2173750; THENCE NORTHERLY 84.22 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET AND WHOSE CHORD BEARS NORTH 20 DEGREES 17 MINUTES 05 SECONDS WEST, 82.50 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY 50.09 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AND WHOSE CHORD BEARS NORTH 21 DEGREES 15 MINUTES 23 SECONDS WEST, 49.17 FEET TO A POINT OF TANGENCY; THENCE NORTH 02 DEGREES 07 MINUTES 21 SECONDS WEST, 299.11 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 2 IN SAID LE MERIDIEN SUBDIVISION; THENCE NORTH 87 DEGREES 52 MINUTES 39 SECONDS EAST, ALONG LAST DESCRIBED LINE, 313.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

to be known as:

Lot 1 in Rosemont Office Subdivision, being a resubdivision of various lots, blocks, streets and vacated streets in the West 1/2 of the Northwest 1/4 of Section 10, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded \_\_\_\_\_ as document \_\_\_\_\_, in Cook County, Illinois

12-10-103-003	12-10-102-003
12-10-103-004	12-10-102-004
12-10-103-005	12-10-102-009
12-10-103-006	12-10-100-091
12-10-103-007	
12-10-103-008	
12-10-103-009	
12-10-103-010	
12-10-103-017	

9501 W. Boikermaker Blvd.  
Rosemont, IL