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Doc#: 1204822061 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/17/2012 02:14 PM Pg: 1 of 9

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

Victoria C. Bresnahan
MELTZER, PURTILL & STELLE LLC
300 South Wacker Drive, Suite 3500
Chicago, Illinois 60606

6076
Send To

ABOVE SPACE FOR RECORDER'S USE ONLY

TEMPORARY EASEMENT AGREEMENT
(ASSOCIATION)

RE: SAVOY CLUB SUBDIVISION

THIS TEMPORARY EASEMENT AGREEMENT ("Agreement") is made by and between **SAVOY CLUB HOMEOWNERS ASSOCIATION, INC.**, an Illinois not-for-profit corporation ("Association") and **FULTE HOME CORPORATION**, a Michigan corporation, its successors and/or assigns, ("Pulte").

RECITALS:

The Association administers the real estate which is subject to Declaration of Covenants, Conditions and Restrictions for the Savoy Club recorded with the Cook County Recorder of Deeds as document 0705145157, as modified by that certain First Restatement and Republication of Declaration of Covenants, Conditions and Restrictions, recorded November 3, 2008 as Document No. 0830846051 and as further modified by that certain First Amendment to the Savoy Club Restatement and Republication of Declaration of Covenants, Conditions and Restrictions recorded February __, 2012 as Document No. _____ (the "Declaration"), which is legally described in **Exhibit A - Part I** hereto ("Property"). Pursuant to the Declaration, certain portions of the Property are defined as "Common Areas" which are legally described in **Exhibit A - Part II** hereto, and which are owned by the Association.

Pulte is under contract with Cascade Holdings, LLC to purchase in several phases portions of the Property legally described in **Exhibit B** attached hereto and designated as the "Pulte Parcel". Pulte intends to construct a single family home on each lot in the Pulte Parcel ("Lot"). The Pulte Parcel is served by the Common Areas which are improved with certain private roadways, green spaces, detention areas and other improvements which benefit and serve the Pulte Parcel.

In order to support the development of the Pulte Parcel, the parties desire to declare and establish easement, uses, benefits and obligations with regards to the Common Areas and other matters described herein.

Accordingly, the parties agree as follows:

First American Title Order # MS5 03990-01

#1204822058

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1. Except as provided herein, the Association shall have the obligation to provide all maintenance, repair and replacement and to insure the Common Areas as required by the terms of the Declaration.

2. The Association hereby grants and conveys to Pulte, its successors, assigns, employees, contractors, guests and invitees the following temporary, non-exclusive easements over and across the Common Areas for the following purposes:

a. An access easement for pedestrian and vehicular ingress and egress during the construction of homes on the Lots for the purpose of bringing construction workers and equipment to and from any Lot upon which Pulte is constructing a home; provided that no construction equipment shall be parked overnight on the Common Areas for more than one week;

b. An access easement during the construction of homes on the Pulte Parcel to allow the temporary storage of materials or stockpiling of soil removed from a Lot upon which Pulte is constructing a home; provided that after the expiration of thirty (30) days from the commencement of such storage or stockpiling, any such materials and stockpiled soils must be removed within seven (7) days after notice by Association;

c. An access easement to allow the placement of a construction trailer for use by Pulte during the construction of homes on the Pulte Parcel;

d. An access easement to allow the placement of a sales trailer for use by Pulte during the construction of homes on the Pulte Parcel; provided that the right to place such sales trailer on the Common Areas shall expire once Pulte has constructed a model home on one of the Lots; and

e. An access easement during the construction of homes on the Pulte Parcel to allow Pulte to place and maintain signs or modify and maintain existing signs advertising the homes to be constructed by Pulte on the Pulte Parcel, including, without limitation, use of the existing sign located near 79th Street at the entrance to the Property.

(Collectively, the "Easements").

3. Said easements shall be subject to the following provisions:

a. Pulte, at its sole cost and expense, shall promptly repair any damage to any portion of the Common Areas caused by Pulte's, or its agents', use of said Easements and restore the Common Areas to the condition they were in prior to their use by Pulte pursuant to said Easements, which obligation shall survive the termination of this Agreement;

b. The Easements are in addition to (and separate from) those which are set forth in the Declaration, but shall be subject to and used strictly in accordance with the Declaration, all easements, covenants, conditions and restrictions which have been recorded against the Property, and all governmental laws, statutes, ordinances, codes, annexation agreements and regulations that are applicable to the Property, and to the extent that any of same conflict with the provisions of this Agreement, the provisions of the Declaration, the easements,

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covenants, conditions and restrictions which have been recorded against the Property, and such governmental laws, statutes, ordinances, codes, annexation agreements and regulations shall control; and

c. The Easements granted in Paragraph 2 shall terminate two (2) years from the date on which Pulte, its successors, assigns or affiliates, no longer holds title to any portion of the Property, or such earlier date(s) as Pulte releases any of the easements from any portion of the Common Area, in whole or in part.

4. Pulte, its successors, assigns, employees, contractors, guests and invitees shall be permitted to park vehicles, including construction vehicles, on portions of the Common Areas, for purposes of exercising the easements.

5. The Association shall provide insurance for the Common Areas as required by the Declaration and such insurance shall to the extent available provide for Pulte, its successors or assigns (for so long as Pulte, its affiliates, successors or assigns owns a portion of the Property) to be named as additional insureds.

6. Pulte shall indemnify and hold harmless the Association against all mechanics liens or other claims brought by parties furnishing labor or materials in connection with Pulte's construction operations. The indemnification obligations contained in this paragraph shall survive termination of this Agreement.

7. The terms hereof are assignable and shall be binding upon such owners from time to time of all or any portion of the Property, their respective successors and assigns, shall run with and bind the land and shall be construed in accordance with the laws of the State of Illinois.

8. Nothing contained in this Agreement shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Areas to or for any public use or purpose whatsoever.

[Signature page follows]

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Dated as of February 13, 2012

ASSOCIATION:

SAVOY CLUB HOMEOWNERS ASSOCIATION, INC., an Illinois not for profit corporation

By: SL [Signature]
Name: Stephen [Signature]
Title: Manager

Property of Cook County Clerk's Office

PULTE:

PULTE HOME CORPORATION, a Michigan corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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Dated as of February 13, 2012

ASSOCIATION:

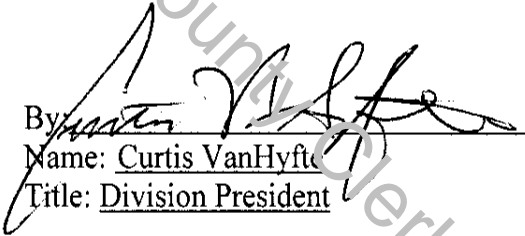
SAVOY CLUB HOMEOWNERS ASSOCIATION, INC., an Illinois not for profit corporation

By: _____
Name: _____
Title: _____

PULTE:

PULTE HOME CORPORATION, a Michigan corporation

By: 
Name: Bryan Beil
Title: Vice President of Finance

By: 
Name: Curtis VanHyft
Title: Division President

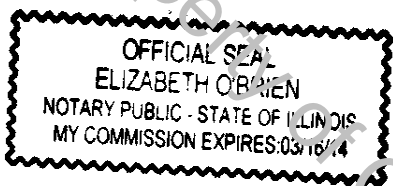
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stephen Shockey, as manager of The Savoy Club Homeowners Association Inc., an Illinois not for profit corporation (the "Corporation"), 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 that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 13th day of February, 2012.



[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, as _____ and _____, as _____ of Pulte Home Corporation, a Michigan Corporation ("Pulte"), personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of Pulte, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, 2012.

Notary Public

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STATE OF ILLINOIS)
) SS.
 COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, as _____ of The Savoy Club Homeowners Association, Inc., an Illinois not for profit corporation (the "Corporation"), 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 that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, 2012.

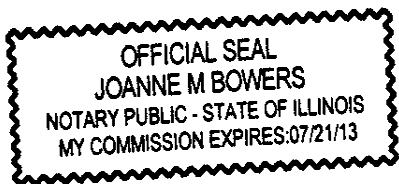
 Notary Public

STATE OF ILLINOIS)
) SS.
 COUNTY OF KANE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bryan Beil as Vice President of Finance and Curtis VanHyfte, as Division President of Pulte Home Corporation, a Michigan Corporation ("Pulte"), personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of Pulte, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 13 day of February, 2012.

Joanne M Bowers
 Notary Public



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EXHIBIT A

THE PROPERTY

I. PROPERTY:

LOTS 1 THROUGH 52 (BOTH INCLUSIVE), A, B, C, AND D IN THE SAVOY CLUB SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 22, 2007 AS DOCUMENT NO. 0705315130.

II. COMMON AREAS:

LOTS A, B, C AND D IN THE SAVOY CLUB SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 22, 2007 AS DOCUMENT NO. 0705315130.

Commonly known as: 11500 79th Street, Burr Ridge, Illinois.

PINS:

18-31-211-001-0000	18-31-211-020-0000	18-31-211-040-0000
18-31-211-002-0000	18-31-211-021-0000	18-31-211-044-0000
18-31-211-003-0000	18-31-211-022-0000	18-31-211-045-0000
18-31-211-004-0000	18-31-211-023-0000	18-31-211-046-0000
18-31-211-005-0000	18-31-211-024-0000	18-31-211-047-0000
18-31-211-006-0000	18-31-211-025-0000	18-31-211-049-0000
18-31-211-007-0000	18-31-211-026-0000	18-31-211-050-0000
18-31-211-008-0000	18-31-211-027-0000	18-31-211-051-0000
18-31-211-009-0000	18-31-211-028-0000	18-31-211-054-0000
18-31-211-010-0000	18-31-211-029-0000	18-31-211-057-0000
18-31-211-011-0000	18-31-211-030-0000	18-31-211-058-0000
18-31-211-012-0000	18-31-211-031-0000	18-31-211-059-0000
18-31-211-013-0000	18-31-211-032-0000	18-31-211-060-0000
18-31-211-014-0000	18-31-211-033-0000	18-31-211-061-0000
18-31-211-015-0000	18-31-211-034-0000	18-31-211-062-0000
18-31-211-016-0000	18-31-211-035-0000	
18-31-211-017-0000	18-31-211-036-0000	
18-31-211-018-0000	18-31-211-037-0000	
18-31-211-019-0000	18-31-211-038-0000	

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EXHIBIT B

THE PULTE PARCEL

LOTS 1 THROUGH 52 (BUT EXCLUDING LOTS 38, 40, 41, 42, 47, 50 AND 51) IN THE SAVOY CLUB SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 22, 2007 AS DOCUMENT NO. 070531513C.

Commonly known as: 11500 79th Street, Burr Ridge, Illinois.

PINS:

18-31-211-001-0000	18-31-211-020-0000	18-31-211-040-0000
18-31-211-002-0000	18-31-211-021-0000	18-31-211-044-0000
18-31-211-003-0000	18-31-211-022-0000	18-31-211-045-0000
18-31-211-004-0000	18-31-211-023-0000	18-31-211-046-0000
18-31-211-005-0000	18-31-211-024-0000	18-31-211-047-0000
18-31-211-006-0000	18-31-211-025-0000	18-31-211-049-0000
18-31-211-007-0000	18-31-211-026-0000	18-31-211-050-0000
18-31-211-008-0000	18-31-211-027-0000	18-31-211-051-0000
18-31-211-009-0000	18-31-211-028-0000	18-31-211-054-0000
18-31-211-010-0000	18-31-211-029-0000	18-31-211-057-0000
18-31-211-011-0000	18-31-211-030-0000	18-31-211-058-0000
18-31-211-012-0000	18-31-211-031-0000	18-31-211-059-0000
18-31-211-013-0000	18-31-211-032-0000	18-31-211-060-0000
18-31-211-014-0000	18-31-211-033-0000	18-31-211-061-0000
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18-31-211-017-0000	18-31-211-036-0000	
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18-31-211-019-0000	18-31-211-038-0000	