Owner *(Do not fill in Grantor’s name here, fill in below Grantor’s clause and this will auto fill.)*

Address       *(Street address of property)*

       *(City, State, Zip)*

Route

County

Job No.

Parcel No.

P.I.N. No.

Section

Project No.

Station

Station

Contract No.

Catalog No.

**TEMPORARY CONSTRUCTION EASEMENT**

**(Individual)**

*(Insert name of Grantor)*     , *(Insert marital status of Grantor)*      (Grantor), of the County of       and State of      , for and in consideration of       Dollars ($     ), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a temporary construction easement for the purpose of       and other highway purposes, on, over, and through the following described real estate: *(If the legal description is to be attached to document, choose “See attached legal description” in the drop-down box below. Or, if the legal description is to be inserted, choose the blank space from the drop-down and insert the legal description in the text field that follows. If the insertion of a legal description adds additional pages to the document,* ***unprotect*** *the document and adjust the page breaks as needed.)*

situated in the County of      , State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the “premises.”

 The right, easement and privilege granted herein shall terminate       years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

 Grantor shall have and retain all rights to use and occupy the premises and access to Grantor’s remaining property, except as herein expressly granted; provided, however, that Grantor’s use and occupation of the premise may not interfere with Grantee’s use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee’s agents which may cause damage to the Grantor’s remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

 Dated this       day of       , .

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| By: |  |  | By: |  |
|  | Signature |  |  | Signature |
|  |  |  |  |  |
|       |  |       |
| Print Name |  | Print Name |

*(For additional signatories, unprotect document, copy signature lines and paste below.)*

State of       )

 ) ss

County of       )

|  |  |
| --- | --- |
| This instrument was acknowledged before me on  |       *(Insert date here)* |
| by |       *(Insert Grantor(s) name(s) here)* | . |  |

(SEAL)

 Notary Public

 My Commission Expires:

This instrument was prepared by and after Illinois Department of Transportation

recording return to: ATTN: Bureau of Land Acquisition