



**FRED BUCHOLZ**  
DUPAGE COUNTY RECORDER  
JUN 27, 2008 10:21 AM  
OTHER 06-29-401-011  
011 PAGES R2008-102850

## **WATERMAIN EASEMENT AGREEMENT**

**Address: 455 E. Butterfield Road,  
Lombard, Illinois**

**PIN: 06-29-401-011**

**Return To:**

**Village of Lombard  
Department of Community Development  
255 E. Wilson Avenue  
Lombard, IL 60148**

## **WATERMAIN EASEMENT AGREEMENT**

Drafted by and when recorded return to:

Michael A. Sievertson, Assistant General Counsel  
InSite Real Estate, L.L.C.  
1400 Sixteenth Street  
Oak Brook, Illinois 60523

## **WATERMAIN EASEMENT AGREEMENT**

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration the receipt or which is hereby acknowledged, **INSITE LOMBARD (BFIELD), L.L.C.**, an Illinois limited liability company whose address is 1400 Sixteenth Street, Oak Brook, Illinois 60523 ("**Grantor**"), does hereby give, grant and convey unto the **VILLAGE OF LOMBARD**, an Illinois municipal corporation, whose address is 255 E. Wilson Avenue, Lombard, Illinois 60148 ("**Grantee**"), a non-exclusive easement ("**Easement**") for the construction, installation, maintenance, repair, alteration, operation, replacement and/or removal of a fire hydrant, watermain and related appurtenances thereto (collectively, the "Watermain"), over, under, through and across the parcel of land (the "**Easement Area**") which is more particularly legally described and depicted on Exhibit A attached hereto and incorporated herein by reference (the "**Plat of Description**"), located on that certain property located in the Village of Lombard, County of DuPage, Illinois, more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "**Property**").

The Easement is granted to, and accepted by, Grantee, subject to the following terms and conditions:

1. All work performed by Grantee, its agents and servants, in and about the construction, installation, maintenance, repair, alteration, operation, replacement and/or removal of the Watermain shall be conducted with the least possible inconvenience to Grantor and any occupant or tenant of the Property, if any. Upon the completion of any work, Grantee, at its own cost and expense, shall promptly remove all debris, materials and equipment and restore the surface of the Property and any installations thereon to the same condition, including, but not limited to, replacement of any, roads, curbs, walks, and parking areas, as the same existed prior to such work. Notwithstanding the foregoing, any landscaping restoration shall be limited to top soil and sod.

2. Grantor shall not erect any permanent structure within the limits of the Easement Area, but shall at all times have the right to make such other use thereon, including, without limitation, installation of paved walks, drives, curbs and/or parking areas, as shall not be inconsistent with the exercise by Grantee of the rights and privileges granted to it hereunder.

3. Grantee shall have the right to cut down and trim trees, shrubs or plants in the Easement Area or remove fences or temporary structures in the Easement Area without need for providing compensation to Grantor.

4. Grantee shall indemnify, defend and hold harmless Grantor and any occupant or tenant of the Property, if any, harmless from and against any and all losses or claims, demands, actions, liabilities, expenses (including reasonable attorneys' fees) and costs for damage to property or persons whatsoever, arising from or caused by the negligence or intentional misconduct of Grantee or Grantee's agents, servants, invitees or contractors in connection with the construction, installation, maintenance, repair, alteration, operation, replacement, removal of the Watermain and/or the exercise by Grantee or its agents, servants or invitees of any rights contained in this Watermain Easement Agreement.

5. Grantee shall, in the exercise of the rights and privileges granted to it hereunder, adhere to and comply with all laws, orders and regulations applicable to the construction, installation, maintenance, repair, alteration, operation, replacement and/or removal of the Watermain.

6. The Easements hereby conveyed are granted subject to the existing rights of record, if any, of third persons, including, without limitation, any and all rights of way, easements and licenses heretofore acquired or granted, in, over and across the Easement Area.

7. This Watermain Easement Agreement may only be amended by the mutual written agreement of the parties hereto.


8. The easement contained in this Watermain Easement Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the 28 day of May 2008.

WITNESSES:



<sup>plw:</sup>  
**GRANTOR:**  
**INSITE LOMBARD (BFIELD), L.L.C.**, an Illinois limited liability company

By:   
Its: Manager

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_


**GRANTEE:**  
**VILLAGE OF LOMBARD**, an Illinois municipal corporation

By: 

Printed Name: William J. Mueller  
Its: Village President

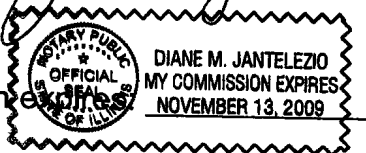
STATE OF ILLINOIS     )  
  )ss  
COUNTY OF DUPAGE    )

The foregoing was acknowledged before me this 28 day of May, 2008, by Larissa A. Addison a Manager of InSite Lombard (BFIELD), L.L.C., an Illinois limited liability company on behalf of the Company.

Virginia M Lunsford  
Print Name:  
Notary Public  
My commission expires 

STATE OF ILLINOIS     )  
  )ss  
COUNTY OF DUPAGE    )

The foregoing was acknowledged before me this 19<sup>th</sup> day of June, 2008, by William J. Mueller, as the Village President of the Village of Lombard, a municipal corporation on behalf of the Village.

Diane M Jantelezio  
Print Name:  
Notary Public  
My commission expires 

LENDER'S CONSENT

MB Financial Bank, N.A., a national banking association, the holder of a mortgage interest (the "Mortgage") in Grantor's Property evidenced by instrument recorded as document number R2007-147903 in DuPage County, Illinois records, hereby joins in the execution of this Easement in order to evidence its consent hereto and hereby subordinates its Mortgage to the rights granted by the Easement.

WITNESSES:

MB Financial, N.A., a national banking association

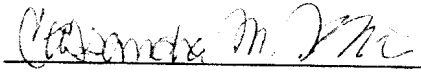
Dwayne K. Engel  
Walter Ben

By: 

Its: FIRST VICE PRESIDENT

STATE OF Illinois )  
  )ss  
COUNTY OF Cook )

The foregoing was acknowledged before me this 15<sup>th</sup> day of May, 2008, by Karl Hershberger, the First Vice President of MB Financial Bank, N.A., a national banking association, on behalf of the corporation.





Print Name:  
Notary Public, IL County, Cook  
My commission expires: 12/7/11

## EXHIBIT A-1

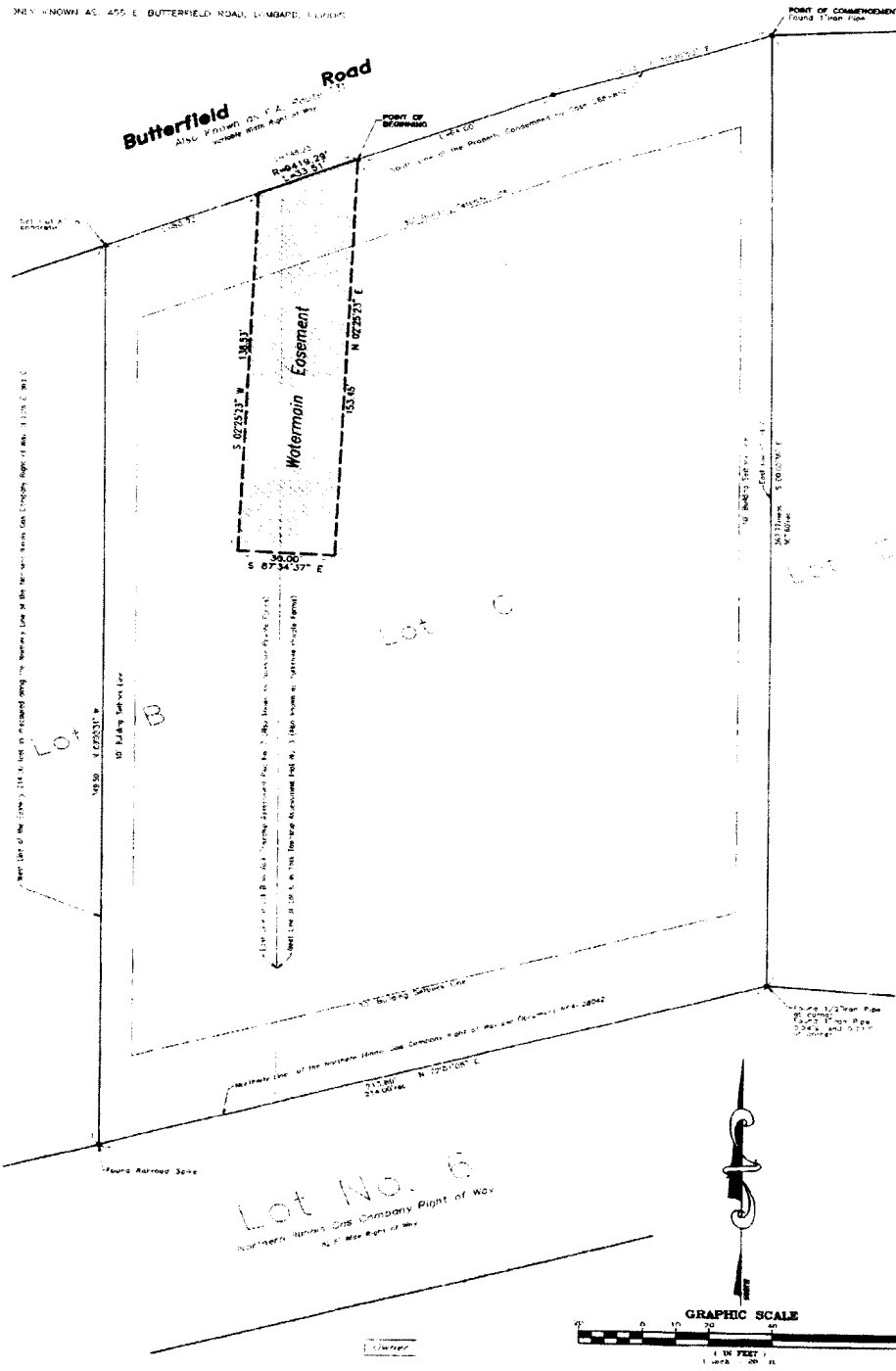
### LEGAL DESCRIPTION OF EASEMENT AREA

THAT PART OF THE EASTERLY 214.00 FEET (AS MEASURED ALONG THE NORTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY) OF THAT PART OF LOTS B AND C (TAKEN AS A SINGLE TRACT), LYING NORTHERLY OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AND SOUTHERLY OF THE PROPERTY CONDEMNED FOR THE WIDENING OF F.A. ROUTE 131 (BUTTERFIELD ROAD) BY CASE C68-852, IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 3 (ALSO KNOWN AS YORKSHIRE PRIVATE FARMS) IN SECTION 29 AND 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 23, 1943, AS DOCUMENT NUMBER 452577, AND CORRECTED BY A CERTIFICATE RECORDED IN BOOK 42, PAGE 2, AS DOCUMENT NUMBER 457186, ON DECEMBER 23, 1943, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT C AND THE SOUTH LINE OF THE SAID PROPERTY CONDEMNED BY CASE C68-852; THENCE NORTH 70 DEGREES 30 MINUTES 53 SECONDS EAST, ALONG SAID SOUTH LINE, 72.13 TO A POINT OF CURVE; THENCE CONTINUING WESTERLY ALONG SAID SOUTH LINE, SAID LINE BEING A CURVE CONCAVED NORTH AND BEARING A RADIUS OF 9419.29 FEET, A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID SOUTH LINE CONCAVED NORTH AND BEARING A RADIUS OF 9419.29 FEET, A DISTANCE OF 33.51 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 23 SECONDS EAST, 138.53 FEET; THENCE SOUTH 87 DEGREES 34 MINUTES 37 SECONDS EAST, 30.00 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 23 SECONDS EAST, 153.54 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



# EXHIBIT A-2

## DEPICTION OF EASEMENT AREA

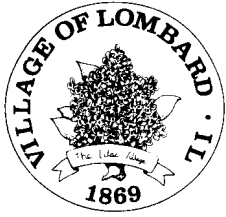


**EXHIBIT B**

**LEGAL DESCRIPTION OF PROPERTY**

THE EASTERLY 214.00 FEET (AS MEASURED ALONG THE NORTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY) OF THAT PART OF LOTS A, B AND C (TAKEN AS A SINGLE TRACT), LYING NORTHERLY OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AND SOUTHERLY OF THE PROPERTY CONDEMNED FOR THE WIDENING OF F.A. ROUTE 131 (BUTTERFIELD ROAD) BY CASE NUMBER C68-852, IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 3 (ALSO KNOWN AS YORKSHIRE PRIVATE FARMS) IN SECTIONS 29 AND 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 457186, IN DUPAGE COUNTY, ILLINOIS.

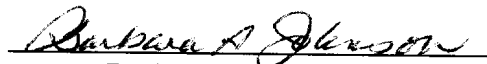
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I, **Barbara A. Johnson**, hereby certify that I am the duly qualified Deputy Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Deputy Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a  
copy of A WATER MAIN EASEMENT AGREEMENT  
FOR 455 E. BUTTERFIELD ROAD  
of the said Village as it appears from the official records of said Village duly approved June 19, 2008.

**In Witness Whereof**, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 24<sup>th</sup> day of June, 2008.

A handwritten signature in cursive script that reads "Barbara A. Johnson".

Barbara A. Johnson  
Deputy Village Clerk  
Village of Lombard  
DuPage County, Illinois

