

FRED BUCHOLZ

DUPAGE COUNTY RECORDER
421 NORTH COUNTY FARM ROAD
WHEATON, IL 60187

(630)407-5400



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
APR. 08, 2014 8:58 AM
OTHER 03-32-302-025
039 PAGES R2014-028295

RECORDING COVER PAGE



I certify that this is a copy of an instrument recorder in my office.

Fred Bucholz
Fred Bucholz
DuPage County Recorder
Date: 5-16-2014
Deputy: PAK

*Please note – This cover page has been attached to the document for recording purpose. It is a permanent part of the document and has been included in the page count.



I, Janet Downer, 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 true and correct copy of

RESOLUTION NO. 10-14

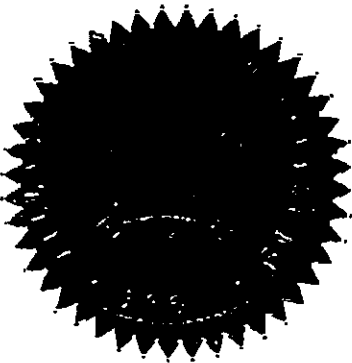
ACCEPTING GRANT OF EASEMENT

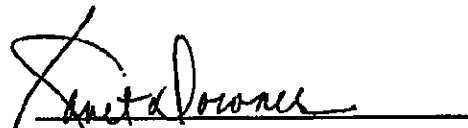
ADDRESSES: 1110 & 1060 N GARFIELD, LOMBARD IL

PIN'S: 03-32-302-026 & 03-32-302-025

of the said Village as it appears from the official records of said Village duly approved this 6th day of March, 2014.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said Village of Lombard, Du Page County, Illinois this 14th of March, 2014.




Janet Downer
Deputy Village Clerk
Village of Lombard
DuPage County, Illinois

Prepared by a return to:
Village of Lombard
255 E. Wilson Ave.
Lombard, IL 60148

RESOLUTION
R 10-14
A RESOLUTION ACCEPTING GRANT OF EASEMENT
1110 & 1060 N. GARFIELD

WHEREAS, in connection with the Village of Lombard's installation of an on-site generator for the Garfield Sanitary Lift Station (the "Generator"), the grant of a certain easements to the Village of Lombard is necessary for the installation of the Generator on the property at 1110 N. Garfield Street and 1060 N. Garfield Street, Lombard, Illinois (the "Subject Properties"); and

WHEREAS, three (3) watermain and a portion of sidewalk (the "Improvements") were constructed in 1999 in conjunction with the construction of the buildings, but were not recorded within dedicated easements to the Village. The Village is desirous in securing easements for the Improvements at the Subject Properties; and

WHEREAS, 1110 Garfield Venture, L.L.C. and 1060 Garfield Venture L.L.C., the owners of the Subject Properties, have provided the Village of Lombard with a Grant of Easement for the construction, installation, reconstruction, replacement, removal, repair, alteration, inspection, maintenance and operation of said Generator and Improvements, as attached hereto as Exhibit A, Exhibit B, Exhibit C and Exhibit D; and

WHEREAS, the President and Board of Trustees of the Village of Lombard find it to be in the best interest of the Village of Lombard to accept the easement as set forth in the attached Grant of Easement, attached hereto as Exhibits A, B, C and D.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The recitals set forth hereinabove are incorporated as findings of fact by the President and Board of Trustees of the Village of Lombard.

SECTION 2: The Grant of Easement, as set forth in Exhibit A, Exhibit B, Exhibit C and Exhibit D attached hereto, is hereby approved.

SECTION 3: The Village President and Village Clerk are authorized to sign said Grant of Easement on behalf of the Village of Lombard.

SECTION 4: That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

Adopted this 6th day of March, 2014, pursuant to a roll call vote as follows:

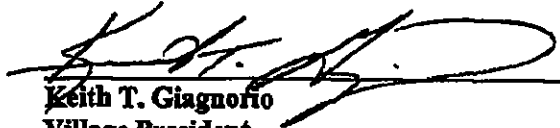
Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Breen, Fitzpatrick and Ware

Nays: None


Absent: None

Resolution 10-14
Page 2

Approved this 6th day of March, 2014.


Keith T. Giagnorio
Village President

ATTEST:


Janet Downer
Deputy Village Clerk

(South Parcel/Watermain)

Prepared by and Return to:

Village of Lombard
255 E. Wilson Avenue
Lombard, Illinois 60148
Attn: Carl Goldsmith
Director of Public Works

**GRANT OF EASEMENT FOR
WATERMAIN**

THIS GRANT OF EASEMENT made this 13th day of December, 2013, by 1060 GARFIELD VENTURE, L.L.C., an Illinois limited liability company (hereinafter referred to as the "Grantor") to the VILLAGE OF LOMBARD, an Illinois municipal corporation (hereinafter referred to as the "Grantee").

WITNESSETH:

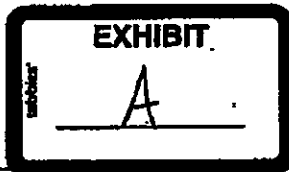
For and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the conditions herein contained in paragraphs 4, 5 and 6 hereof, and the benefits to be derived from this Grant of Easement:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Grantee a perpetual easement and right-of-way for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a watermain, and all facilities incidental thereto, in, on, upon, over, through, across and under the following-described property:

LEGAL DESCRIPTION OF WATERMAIN EASEMENT NO. 1:

THAT PART OF LOT 5, EXCEPT THE NORTH 245.47 FEET THEREOF (HEREINAFTER REFERRED TO AS "SUBJECT PARCEL"); IN LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 AND 6 IN LOMBARD BUSINESS PARK OF PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CONSOLIDATION RECORDED SEPTEMBER 8, 1999 AS DOCUMENT R89-112217, MORE PARTICULARLY DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SUBJECT PARCEL AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, 45.47 FEET; THENCE ALONG A LINE FORMING AN ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 13.81 FEET; THENCE WEST ALONG A LINE BEING 9.78 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE A DISTANCE OF 356.77 FEET; THENCE SOUTH,

310059_1



1

PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE EASTERLY ALONG A LINE BEING 38.76 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE A DISTANCE OF 370.81 FEET; THENCE ALONG A LINE FORMING AN ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE, 16.52 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.52 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 16.00 FEET; THENCE EASTERLY ALONG A LINE BEING 6.53 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF SUBJECT PARCEL, 9.57 FEET TO THE EAST LINE OF SAID SUBJECT PARCEL; THENCE NORTHERLY ALONG SAID EAST LINE 6.53 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF WATERMAIN EASEMENT NO. 2:

THAT PART OF LOT 5, EXCEPT THE NORTH 245.47 FEET THEREOF (HEREINAFTER REFERRED TO AS "SUBJECT PARCEL"); IN LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 AND 6 IN LOMBARD BUSINESS PARK OF PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CONSOLIDATION RECORDED SEPTEMBER 8, 1999 AS DOCUMENT R89-112217, MORE PARTICULARLY DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SUBJECT PARCEL AND RUNNING THENCE NORTHERLY ALONG THE EASTERLY LINE THEREOF A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE LAST DESCRIBED LINE 30.00 FEET; THENCE WESTERLY ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SUBJECT PARCEL, 450.80 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED LINE 35.00 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.75 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.00 FEET; THENCE EASTERLY ALONG A LINE 20.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SUBJECT PARCEL, 420.05 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: Pt. 03-32-302-026;

Common Address: 1060-1072 North Garfield Street, Lombard, Illinois 60148;

as depicted on Exhibit A attached hereto and made part hereof.

2. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, successors, grantees, lessees and assigns of the Grantee may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the above-described premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid watermain, and all facilities and activities incidental thereto.

3. The Grantor reserves the right to make any use of the above-described land,

whether on, above or below its surface, for any lawful purpose, except that any structure or use shall not interfere in any manner with the easement and uses by the Grantee hereby granted and authorized.

4. The Grantee, its officers, agents, employees, successors, grantees, lessees and assigns shall, as soon as practicable after clearing, trenching for, construction, installation or removal of said watermain, and all facilities and activities incidental thereto, and after all subsequent maintenance, reconstruction, replacement, inspection, operation, alterations and repairs thereunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.

5. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating said watermain, and all facilities and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement are to be at the sole expense of the Grantee.

6. The Grantee shall indemnify, defend and hold harmless the Grantor, with respect to any claim or loss, including but not limited to reasonable attorney's fees, costs and expenses of litigation, claims, judgments, losses, costs and damages in connection with any and all claims for damages of any kind which may arise out of the acts or omissions of the Grantee, or its officers, agents, employees or contractors, and relating to the Grantee's use of the easement area set forth in Section 1. above.

7. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns.

**THE REMAINDER OF THIS PAGE
HAS INTENTIONALLY BEEN LEFT BLANK.**

IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents the day and year first above written.

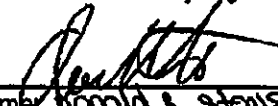
Grantor:
1060 GARFIELD VENTURE, L.L.C.,
an Illinois limited liability company

Consented to by the Mortgage Lender,
relative to the easement area
set forth in Section 1. above,
this 15th day of February, 2014.

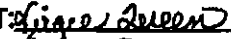
By: SLJ Properties, L.L.C.,
the Managing Member

MTL Insurance Company

By: 
Gary B. Rothbart, Operating Manager


By: 
Name: Ronald A. Stone
Title: Director, Commercial Mortgage Investments

By: 
Michael B. Rothbart, Operating Manager

ATTEST: 
Name: Vintee Queen
Title: Department Assistant

Accepted by the Village of Lombard, DuPage County, Illinois,
this 6th day of March, 2014.

By: 
Keith Gagnorio, Village President

ATTEST: 
Janet Downer, Deputy Village Clerk

STATE OF ILLINOIS)
COUNTY OF LaSalle) SS

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Gary B. Rothbart, Operating Manager of SLJ PROPERTIES, L.L.C., the Managing Member of 1060 GARFIELD VENTURE, L.L.C., an Illinois limited liability company (the "Company"), 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 the said instrument as his own free and voluntary act, and as the free and voluntary act of the Company, which is the Grantor herein, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 12 day of December 2013.



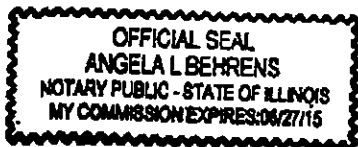
Angela J. Behrens
Notary Public

STATE OF ILLINOIS)
COUNTY OF LaSalle) SS

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Michael B. Rothbart, Operating Manager of SLJ PROPERTIES, L.L.C., the Managing Member of 1060 GARFIELD VENTURE, L.L.C., an Illinois limited liability company (the "Company"), 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 the said instrument as his own free and voluntary act, and as the free and voluntary act of the Company, which is the Grantor herein, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 12th day of December 2013.



Angela J. Behrens
Notary Public

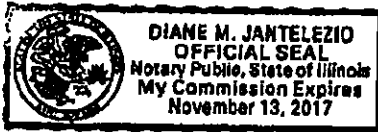
STATE OF ILLINOIS
COUNTY OF DuPAGE

) SS

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Keith Giagnorio and Janet Downer, personally known to me to be the Village President and Deputy Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth.

20 14 GIVEN under my hand and Notary Seal, this 6th day of March



Diane M. Jantelezio
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named DONALD R. STONE and VINCE GIBBY, personally known to me to be the DIRECTOR and DEPARTMENT ASSISTANT of MTL Insurance Company (the "Company"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such DIRECTOR and DEPARTMENT ASSISTANT, respectively, appeared before me this day in person and severally acknowledged that, as such DIRECTOR and DEPARTMENT ASSISTANT they signed and delivered the signed instrument, pursuant to authority given by the Company, as their free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 13th day of February, 2014.



Lisa Mensching
Notary Public

Exhibit A

Depiction of the Easement Area

(attached)

(North Parcel/Watermain)

Prepared by and Return to:

Village of Lombard
255 E. Wilson Avenue
Lombard, Illinois 80148
Attn: Carl Goldsmith
Director of Public Works

**GRANT OF EASEMENT FOR
WATERMAIN**

THIS GRANT OF EASEMENT made this 12th day of December, 2013, by 1110 GARFIELD VENTURE, L.L.C., an Illinois limited liability company (hereinafter referred to as the "Grantor") to the VILLAGE OF LOMBARD, an Illinois municipal corporation (hereinafter referred to as the "Grantee").

WITNESSETH:

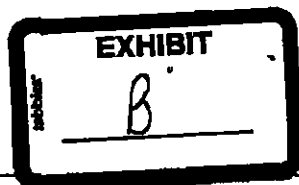
For and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the conditions herein contained in paragraphs 4, 5 and 6 hereof, and the benefits to be derived from this Grant of Easement:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Grantee a perpetual easement and right-of-way for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a watermain, and all facilities incidental thereto, in, on, upon, over, through, across and under the following-described property:

LEGAL DESCRIPTION OF WATERMAIN EASEMENT NO. 1:

THAT PART OF THE NORTH 245.47 FEET OF LOT 5 IN LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 AND 6 IN LOMBARD BUSINESS PARK OF PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CONSOLIDATION RECORDED SEPTEMBER 8, 1999 AS DOCUMENT R89-112217, MORE PARTICULARLY DESCRIBED BY BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 5, BEING 20.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 5 (AS MEASURED ALONG SAID EAST LINE) AND RUNNING THENCE WESTERLY ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 5, 310.00 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.00 FEET; THENCE WESTERLY ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTH LINE OF LOT 5, 30.00 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST

318976_1



1

DESCRIBED LINE, 35.00 FEET; THENCE EASTERLY ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTH LINE OF LOT 5, 340.00 FEET TO AFORESAID EAST LINE OF LOT 5; THENCE NORTHERLY ALONG SAID EAST LINE, 30.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF WATERMAIN EASEMENT NO. 2:

THAT PART OF THE NORTH 245.47 FEET OF LOT 5 IN LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 AND 6 IN LOMBARD BUSINESS PARK OF PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CONSOLIDATION RECORDED SEPTEMBER 8, 1999 AS DOCUMENT R89-112217, MORE PARTICULARLY DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 5 A DISTANCE OF 23.47 FEET; THENCE WESTERLY ALONG A LINE 23.47 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 245.47 FEET A DISTANCE OF 22.00 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 33.19 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID NORTH 245.47 FEET OF LOT 5, SAID POINT BEING 45.47 FEET WEST OF THE AFORESAID SOUTHEAST CORNER OF THE NORTH 245.47 FEET OF LOT 5 (AS MEASURED ALONG THE SOUTH LINE THEREOF); THENCE EASTERLY ALONG THE AFORESAID SOUTH LINE OF THE NORTH 245.47 FEET OF LOT 5, 45.47 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: Pt. 03-32-302-025;

Common Address: 1110-1120 North Garfield Street, Lombard, Illinois 60148;

as depicted on Exhibit A attached hereto and made part hereof.

2. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, successors, grantees, lessees and assigns of the Grantee may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the above-described premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid watermain, and all facilities and activities incidental thereto.

3. The Grantor reserves the right to make any use of the above-described land, whether on, above or below its surface, for any lawful purpose, except that any structure or use shall not interfere in any manner with the easement and uses by the Grantee hereby granted and authorized.

4. The Grantee, its officers, agents, employees, successors, grantees, lessees and assigns shall, as soon as practicable after clearing, trenching for, construction, installation or removal of said watermain, and all facilities and activities incidental thereto, and after all subsequent maintenance, reconstruction, replacement, inspection, operation, alterations and

repairs thereunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.

5. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating said watermain, and all facilities and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement are to be at the sole expense of the Grantee.

6. The Grantee shall indemnify, defend and hold harmless the Grantor, with respect to any claim or loss, including but not limited to reasonable attorney's fees, costs and expenses of litigation, claims, judgments, losses, costs and damages in connection with any and all claims for damages of any kind which may arise out of the acts or omissions of the Grantee, or its officers, agents, employees or contractors, and relating to the Grantee's use of the easement area set forth in Section 1. above.

7. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns.

**THE REMAINDER OF THIS PAGE
HAS INTENTIONALLY BEEN LEFT BLANK.**

IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents the day and year first above written.

Grantor:
1110 GARFIELD VENTURE, L.L.C.,
an Illinois limited liability company

Consented to by the Mortgage Lender,
relative to the easement area
set forth in Section 1. above,
this ____ day of _____, 201__.

By: **SLJ Properties, L.L.C.**,
the Managing Member

Trivent Financial for Lutherans

By: 

Gary B. Rothbart, Operating Manager

By: _____
Name: _____
Title: _____

By: 

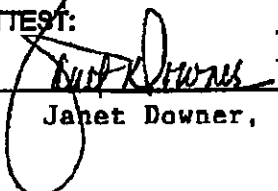
Michael B. Rothbart, Operating Manager

ATTEST: _____
Name: _____
Title: _____

Accepted by the Village of Lombard, DuPage County, Illinois,
this 6th day of March, 2014.

By: 

Keith Giaglorio, Village President

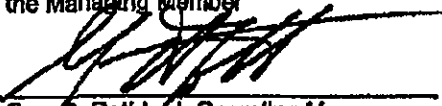
ATTEST:


Janet Downer, Deputy Village Clerk

IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents the day and year first above written.

Grantor:
1110 GARFIELD VENTURE, L.L.C.,
an Illinois limited liability company

By: SLJ Properties, L.L.C.,
the Managing Member


By: 
Gary B. Rothbart, Operating Manager

By: 
Michael B. Rothbart, Operating Manager

Consented to by the Mortgage Lender,
relative to the easement area
set forth in Section 1. above,
this ___ day of _____, 201__.

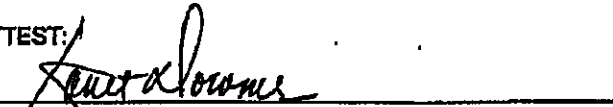
Thrivent Financial for Lutherans

By: 
Name: Paul R. Binder
Title: Ass't. Vice President

ATTEST: 
Name: Marsha Johnson
Title: Contractor

Accepted by the Village of Lombard, DuPage County, Illinois,
this 6th day of March, 2014.

By: 
Keith Giagnorio, Village President

ATTEST: 
Janet Downer, Deputy Village Clerk

STATE OF ILLINOIS)
COUNTY OF Lake) SS

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Gary B. Rothbart, Operating Manager of SLJ PROPERTIES, L.L.C., the Managing Member of 1110 GARFIELD VENTURE, L.L.C., an Illinois limited liability company (the "Company"), 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 the said instrument as his own free and voluntary act, and as the free and voluntary act of the Company, which is the Grantor herein, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 12 day of December, 2013.



Angela L. Behrens
Notary Public

STATE OF ILLINOIS)
COUNTY OF Lake) SS

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Michael B. Rothbart, Operating Manager of SLJ PROPERTIES, L.L.C., the Managing Member of 1110 GARFIELD VENTURE, L.L.C., an Illinois limited liability company (the "Company"), 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 the said instrument as his own free and voluntary act, and as the free and voluntary act of the Company, which is the Grantor herein, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 12 day of December, 2013.



Angela L. Behrens
Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF HENRIKSDALE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Paul R. Binder and _____ personally known to me to be the Ass't. Vice President and _____ of Thrivent Financial for Lutherans (the "Company"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Ass't. Vice President and _____, respectively, appeared before me this day in person and severally acknowledged that, as such Ass't. Vice President, they signed and delivered the signed instrument, pursuant to authority given by the Company, as their free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 18th day of February, 2014.

 JACKIE R. LANG
Notary Public - Minnesota Notary Public
My Commission Expires Jan. 31, 2015

Jackie R. Lang

STATE OF ILLINOIS)
COUNTY OF DuPAGE) SS

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Keith Giagnorio and Janet Downer, personally known to me to be the Village President and Deputy Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth.

20 14 GIVEN under my hand and Notary Seal, this 6th day of March



Diane M. Jantelezio
Notary Public

Exhibit A

Depiction of the Easement Area

(attached)

318976_1

8

(South Parcel/Lift Station)

Prepared by and Return to:

Village of Lombard
255 E. Wilson Avenue
Lombard, Illinois 60148
Attn: Carl Goldsmith
Director of Public Works

**GRANT OF EASEMENT FOR
SANITARY SEWER LIFT STATION**

THIS GRANT OF EASEMENT made this 12th day of December, 2013, by 1060 GARFIELD VENTURE, L.L.C., an Illinois limited liability company (hereinafter referred to as the "Grantor") to the VILLAGE OF LOMBARD, an Illinois municipal corporation (hereinafter referred to as the "Grantee").

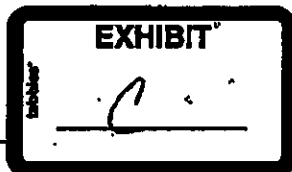
WITNESSETH:

For and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the conditions herein contained in paragraphs 4, 5 and 6 hereof, and the benefits to be derived from this Grant of Easement

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Grantee a perpetual easement and right-of-way for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a sanitary sewer lift station, and all facilities incidental thereto, in, on, upon, over, through, across and under the following-described property:

THAT PART OF LOT 5 IN LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 AND 8, BEING A RESUBDIVISION OF LOTS 5 AND 6 IN LOMBARD BUSINESS CENTER UNIT 7, IN PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LOMBARD BUSINESS PARK RECORDED IN BOOK 142, PAGE 81 AS DOCUMENT NO. R89-112217, MORE PARTICULARLY DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF LOT 5 AFORESAID AND RUNNING THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 5, 25.32 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF AN EXISTING NORTH/SOUTH CURB OF AN EXISTING ASPHALT PARKING LOT; THENCE NORTH 00 DEGREES 35 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY PROLONGATION AND BACK OF CURB A DISTANCE OF 20.87 FEET TO A POINT OF CURVE ON SAID BACK OF CURB; THENCE NORTH 47 DEGREES 25 MINUTES 16

318852_1



1

SECONDS EAST, 4.27 FEET TO A POINT OF TANGENCY OF AN EXISTING BACK OF CURB (CURB RUNNING NORTHEASTERLY) OF AN EXISTING ASPHALT PARKING LOT; THENCE NORTH 74 DEGREES 37 MINUTES 36 SECONDS EAST ALONG SAID BACK OF CURB, 18.39 FEET; THENCE NORTH 74 DEGREES 54 MINUTES 11 SECONDS EAST ALONG SAID BACK OF CURB, 4.38 FEET TO A POINT OF INTERSECTION WITH THE EAST PROPERTY LINE OF LOT 5 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST PROPERTY LINE A DISTANCE OF 29.77 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS;

P.I.N.: Pt 03-32-302-026;

Common Address: 1060-1072 North Garfield Street, Lombard, Illinois 60148;

as depicted on Exhibit A attached hereto and made part hereof.

2. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, successors, grantees, lessees and assigns of the Grantee may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the above-described premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid sanitary sewer lift station, and all facilities and activities incidental thereto.

3. The Grantor reserves the right to make any use of the above-described land, whether on, above or below its surface, for any lawful purpose, except that any structure or use shall not interfere in any manner with the easement and uses by the Grantee hereby granted and authorized.

4. The Grantee, its officers, agents, employees, successors, grantees, lessees and assigns shall, as soon as practicable after clearing, trenching for, construction, installation or removal of said sanitary sewer lift station, and all facilities and activities incidental thereto, and after all subsequent maintenance, reconstruction, replacement, inspection, operation, alterations and repairs thereunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.

5. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating said sanitary sewer lift station, and all facilities and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement are to be at the sole expense of the Grantee.

6. The Grantee shall indemnify, defend and hold harmless the Grantor, with respect to any claim or loss, including but not limited to reasonable attorney's fees, costs and expenses of litigation, claims, judgments, losses, costs and damages in connection with any and all claims

for damages of any kind which may arise out of the acts or omissions of the Grantee, or its officers, agents, employees or contractors, and relating to the Grantee's use of the easement area set forth in Section 1. above.

7. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns.

IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents the day and year first above written.

Grantor:
1060 GARFIELD VENTURE, L.L.C.,
an Illinois limited liability company

Consented to by the Mortgage Lender,
relative to the easement area
set forth in Section 1. above,
this 10th day of February, 2014.

By: SLJ Properties, L.L.C.,
the Managing Member

MTL Insurance Company

By: [Signature]
Gary B. Rothbart, Operating Manager

By: [Signature]
Name: Donald R. Sauer
Title: Director, Commercial Mortgage Investment

By: [Signature]
Michael B. Rothbart, Operating Manager.

ATTEST: [Signature]
Name: Vinice Queen
Title: Department Assistant

Accepted by the Village of Lombard, DuPage County, Illinois,
this 6th day of March, 2014.

By: [Signature]
Keith Giagnorio, Village President

ATTEST
[Signature]
Janet Downer, Deputy Village Clerk

STATE OF ILLINOIS
COUNTY OF DuPAGE

) SS

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Keith Giagnorio and Janet Downer, personally known to me to be the Village President and Deputy Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth.

2014 GIVEN under my hand and Notary Seal, this 10th day of March



Diane M. Jantelezio
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Donald H. Skow and Vince Guerin, personally known to me to be the Director and Secretary Assistant of MTL Insurance Company (the "Company"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Director and Secretary Assistant, respectively, appeared before me this day in person and severally acknowledged that, as such Director and Secretary Assistant they signed and delivered the signed instrument, pursuant to authority given by the Company, as their free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 13th day of February, 2014.



Lisa Malloway
Notary Public

Exhibit A

Depiction of the Easement Area

(attached)

(South Parcel/Sidewalk)

Prepared by and Return to:

Village of Lombard
255 E. Wilson Avenue
Lombard, Illinois 60148
Attn: Carl Goldsmith
Director of Public Works

**GRANT OF EASEMENT FOR
SIDEWALK**

THIS GRANT OF EASEMENT made this 12th day of December, 2013
by 1060 GARFIELD VENTURE, L.L.C., an Illinois limited liability company (hereinafter referred
to as the "Grantor") to the VILLAGE OF LOMBARD, an Illinois municipal corporation (hereinafter
referred to as the "Grantee").

WITNESSETH:

For and in consideration of One and No/100 Dollars (\$1.00), and other good and
valuable consideration in hand paid, receipt of which is hereby acknowledged, the conditions
herein contained in paragraphs 4, 5 and 6 hereof, and the benefits to be derived from this Grant
of Easement:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Grantee
a perpetual easement and right-of-way for the full and free right, privilege and authority to clear,
trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and
operate a sidewalk, and all facilities incidental thereto, in, on, upon, over, through, across and
under the following-described property:

THE EAST 10.00 FEET OF THE SOUTH 80.00 FEET OF THE FOLLOWING
DESCRIBED LAND: LOT 5, EXCEPT THE NORTH 245.47 FEET THEREOF IN
LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 AND 6
IN LOMBARD BUSINESS PARK OF PART OF SECTION 32, TOWNSHIP 40
NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT OF CONSOLIDATION RECORDED SEPTEMBER
8, 1999 AS DOCUMENT R89-112217, ALL IN DUPAGE COUNTY, ILLINOIS.

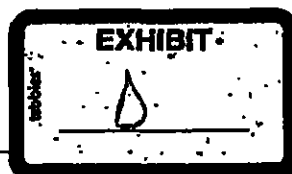
P.I.N.: Pt. 03-32-302-026;

Common Address: 1060-1072 North Garfield Street, Lombard, Illinois 60148;

as depicted on Exhibit A attached hereto and made part hereof.

2. Grantor hereby agrees to and with the Grantee that the officers, agents, . . .

318975_1



1

employees, successors, grantees, lessees and assigns of the Grantee may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the above-described premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid sidewalk, and all facilities and activities incidental thereto.

3. The Grantor reserves the right to make any use of the above-described land, whether on, above or below its surface, for any lawful purpose, except that any structure or use shall not interfere in any manner with the easement and uses by the Grantee hereby granted and authorized.

4. The Grantee, its officers, agents, employees, successors, grantees, lessees and assigns shall, as soon as practicable after clearing, trenching for, construction, installation or removal of said sidewalk, and all facilities and activities incidental thereto, and after all subsequent maintenance, reconstruction, replacement, inspection, operation, alterations and repairs thereunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.

5. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating said sidewalk, and all facilities and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement are to be at the sole expense of the Grantee.

6. The Grantee shall indemnify, defend and hold harmless the Grantor, with respect to any claim or loss, including but not limited to reasonable attorney's fees, costs and expenses of litigation, claims, judgments, losses, costs and damages in connection with any and all claims for damages of any kind which may arise out of the acts or omissions of the Grantee, or its officers, agents, employees or contractors, and relating to the Grantee's use of the easement area set forth in Section 1. above.

7. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns.

**THE REMAINDER OF THIS PAGE
HAS INTENTIONALLY BEEN LEFT BLANK.**

IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents the day and year first above written.

Grantor:
1060 GARFIELD VENTURE, L.L.C.,
an Illinois limited liability company


By: SLJ Properties, L.L.C.,
the Managing Member


By: 
Gary B. Rothbart, Operating Manager

By: 
Michael B. Rothbart, Operating Manager

Consented to by the Mortgage Lender,
relative to the easement area
set forth in Section 1. above,
this 15th day of February, 2014.

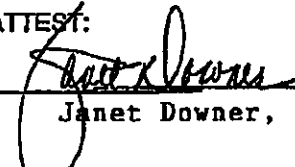
MTL Insurance Company

By: 
Name: Donald A. Stone
Title: Member, Commercial Mortgage Investments

ATTEST: 
Name: Viole Queen
Title: Department Assistant

Accepted by the Village of Lombard, DuPage County, Illinois,
this 6th day of March, 2014.

By: 
Keith Giagnorio, Village President

ATTEST:

Janet Downer, Deputy Village Clerk

STATE OF ILLINOIS
COUNTY OF DuPAGE

) SS

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Keith Giagnorio and Janet Downer, personally known to me to be the Village President and Deputy Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 6th day of March
2014



Diane M. Jantelezio
Notary Public

STATE OF Illinois)
) SS
COUNTY OF DuPage)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Donald R. Stone and Vince Green, personally known to me to be the Director and Department Assistant of MTL Insurance Company (the "Company"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Director and Department Assistant respectively, appeared before me this day in person and severally acknowledged that, as such Director and Department Assistant they signed and delivered the signed instrument, pursuant to authority given by the Company, as their free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 15th day of February, 201A.



Lisa Mensching
Notary Public

Exhibit A

Depletion of the Easement Area

(attached)

EXHIBIT

CHICAGO BUILDING AND FIREWORKS BUILDINGS

IN

CHICAGO AND ADJACENT, ILL.

INDUSTRIAL LAND SUBDIVISION

LEGAL DESCRIPTION OF PROPERTY

(PARTIAL LOT 10 AND PARTIAL LOT 11)

LOT 10, PART OF SECTION 16, T32N, R12E, S42W, CHICAGO AND ADJACENT, ILL.

CHICAGO BUILDING AND FIREWORKS BUILDINGS, CHICAGO, ILL.

PROPERTY OWNERSHIP AS SHOWN ON MAP OF CHICAGO, ILL.

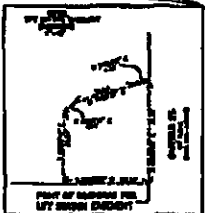
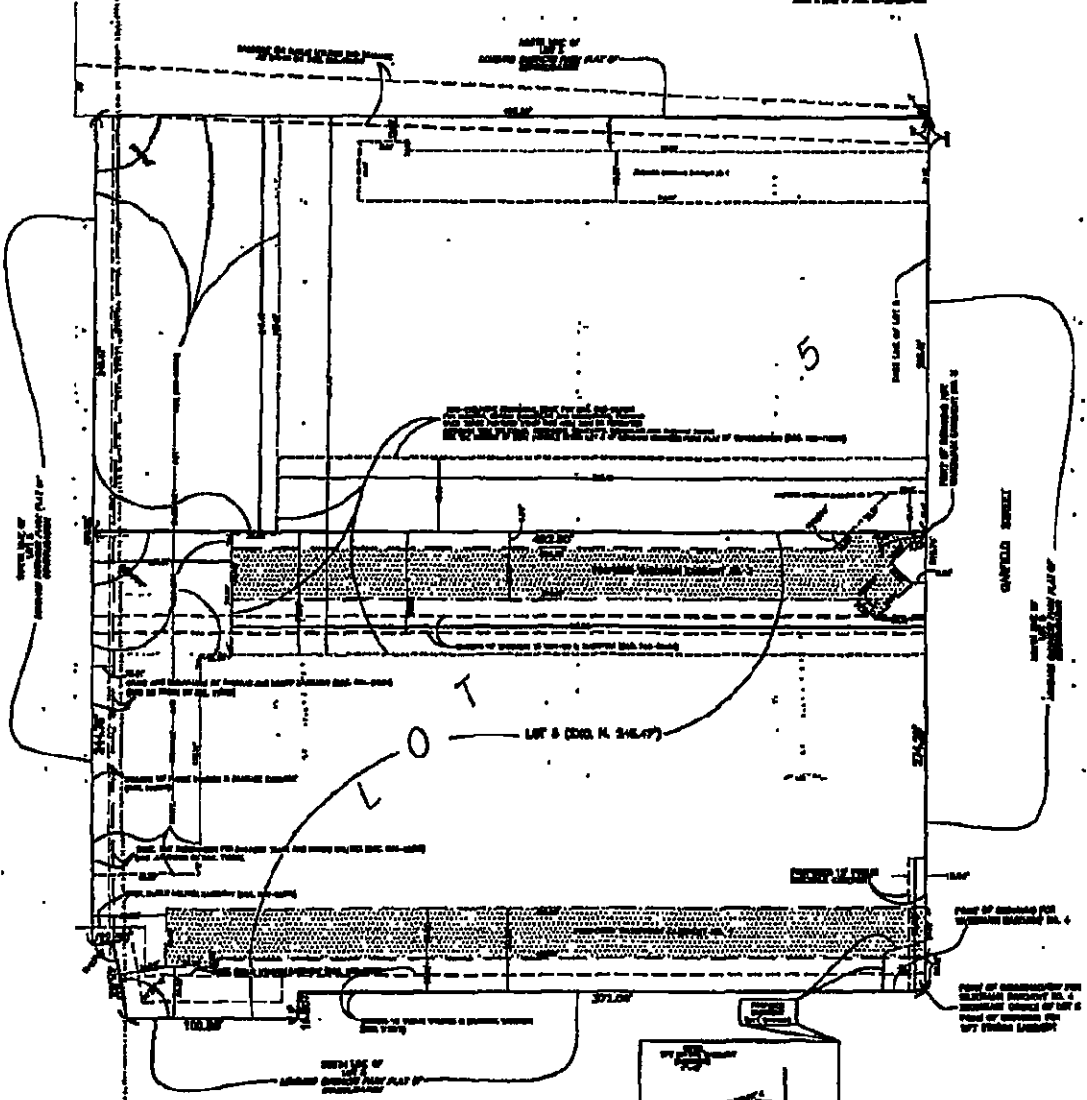
RECORDED IN CHICAGO, ILL. IN 1912



RECORDING OFFICE
CHICAGO, ILL.

RECORDING OFFICE
CHICAGO, ILL.

RECORDING OFFICE
CHICAGO, ILL.



THIS MAP WAS MADE BY ME OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES INTO ACCORDANCE WITH THE REQUIREMENTS OF THE CHICAGO BUILDING AND FIREWORKS BUILDINGS, CHICAGO, ILL. IN 1912.

THIS MAP WAS MADE BY ME OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES INTO ACCORDANCE WITH THE REQUIREMENTS OF THE CHICAGO BUILDING AND FIREWORKS BUILDINGS, CHICAGO, ILL. IN 1912.

DATED: OCTOBER 22, 1912
BY: [Signature]
LAWSON FREDERICK, CHICAGO, ILL.
BY LICENSE EXPIRES NOVEMBER 30, 1913
LAWSON FREDERICK, CHICAGO AND URBANA, ILL., ILLINOIS