

(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, . . .

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.**

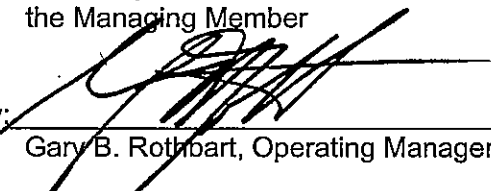
IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents the day and year first above written.

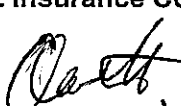
Grantor:
1060 GARFIELD VENTURE, L.L.C.,
an Illinois limited liability company

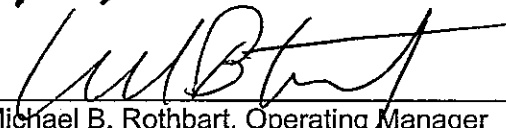
Consented to by the Mortgage Lender,
relative to the easement area
set forth in Section 1. above,
this 13th day of February, 2014.

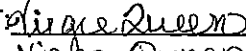
By: **SLJ Properties, L.L.C.**,
the Managing Member

MTL Insurance Company

By: 
Gary B. Rothbart, Operating Manager


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

By: 
Michael B. Rothbart, Operating Manager

ATTEST: 
Name: Virgie 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

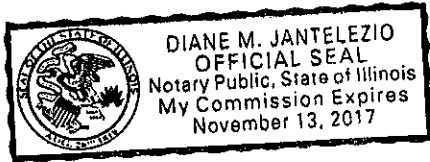
STATE OF ILLINOIS
COUNTY OF DuPAGE

) 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.

2014 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 Queen, 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, 201A.



Lisa Mensching
Notary Public

Exhibit A

Depiction of the Easement Area

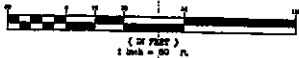
(attached)

EXHIBIT

SUBJECT: CERTAIN EXISTING AND PROPOSED EASEMENTS BY GENTILE AND ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS

850 E. WY. CHARLES PLAZA LOWLAND, ILLINOIS 60108 PHONE 1 (312) 918-8882 FAX 1 (312) 918-8224

GRAPHIC SCALE



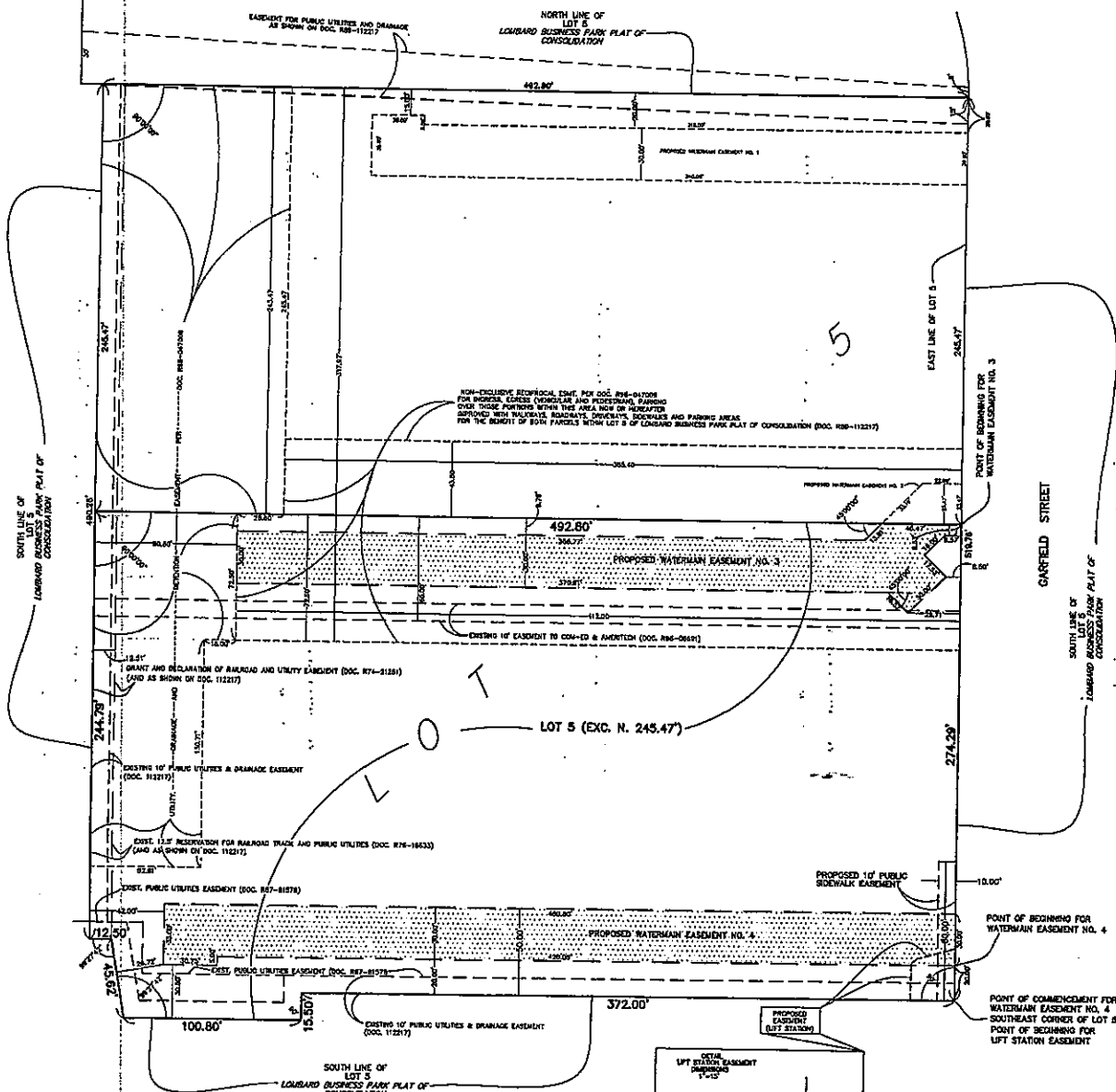
LEGAL DESCRIPTION OF PROPERTY (PROPERTY OVER EACH EASEMENT DOTTED & ARE NOW PROPOSED)

LOT 5, EXCEPT THE NORTH 245.47 FEET THEREOF, IN LOWLAND BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 AND 8 IN LOWLAND BUSINESS CONSOLIDATION RECORDED SEPTEMBER 8, 1989 AS DOCUMENT 858-112217, IN DUPAGE COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 1040-1072 GARFIELD ST., LOWLAND, IL. CONTAINING: 136,311.10 SQ. FT., 3.13 AC.

LEGAL DESCRIPTION OF LOT 5 (PART OF CONSOLIDATION OF LOTS 5 AND 8 IN LOWLAND BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 AND 8 IN LOWLAND BUSINESS CONSOLIDATION RECORDED SEPTEMBER 8, 1989 AS DOCUMENT 858-112217, IN DUPAGE COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 1040-1072 GARFIELD ST., LOWLAND, IL. CONTAINING: 860.38 SQ. FT. (0.02 AC.) BEING A PART OF PLAT 03-22-202-028

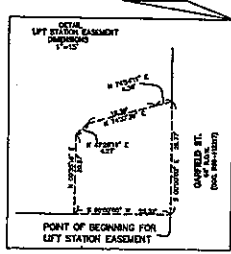
LEGAL DESCRIPTION OF WATERMAIN EASEMENT NO. 3 THAT PART OF LOT 5, EXCEPT THE NORTH 245.47 FEET THEREOF (HEREINAFTER REFERRED TO AS "SUBJECT PARCEL") IN LOWLAND BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 AND 8 IN LOWLAND BUSINESS CONSOLIDATION RECORDED SEPTEMBER 8, 1989 AS DOCUMENT 858-112217, IN DUPAGE COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 1040-1072 GARFIELD ST., LOWLAND, IL. CONTAINING: 12,987.37 SQ. FT. (0.29 AC.) BEING A PART OF PLAT 03-22-202-028

LEGAL DESCRIPTION OF WATERMAIN EASEMENT NO. 4 THAT PART OF LOT 5, EXCEPT THE NORTH 245.47 FEET THEREOF (HEREINAFTER REFERRED TO AS "SUBJECT PARCEL") IN LOWLAND BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 AND 8 IN LOWLAND BUSINESS CONSOLIDATION RECORDED SEPTEMBER 8, 1989 AS DOCUMENT 858-112217, IN DUPAGE COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 1040-1072 GARFIELD ST., LOWLAND, IL. CONTAINING: 20,008 SQ. FT. (0.46 AC.) BEING A PART OF PLAT 03-22-202-028



BASE SCALE: 1 INCH = 30 FEET. DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF. ORDERED BY: VILLAGE OF LOWLAND (BOYD, PUE, INC.) DRAWN BY: JVE CHECKED BY: JFC SURVEYED BY: JG. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DISCREPANCY FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT DEED, CONTRACT AND ZONING ORDINANCE. ORDER NO. 11-20272-15 (PROF. SEAL, EXHIBIT & PLAN)

NOTICE: SURVEY AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO NOTICED OF THE FOLLOWING EASEMENTS OTHER THAN THOSE SPECIFICALLY SHOWN HEREON. RESTRICTIONS, COVENANTS, ENCUMBRANCES, EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS WHICH MAY AFFECT ACCURATE AND CORRECT TITLE SEARCH MAY BE DISCOVERED. NO EXISTING IMPROVEMENTS ARE SHOWN ON THIS EXHIBIT REFER TO LOWLAND BUSINESS PARK PLAT OF CONSOLIDATION, DOC. 858-112217 FOR EXISTING EASEMENTS NOT SHOWN HEREON. BASE OF CONSOLIDATION FOR PROPOSED WATERMAIN EASEMENTS: PAVING AND UTILITY PLANS BY MOORE CONSULTANTS, INC. PROJECT NO. 344, CHS. NO. 3 OF A, DATED 12-13-93, FILE NO. 14-8-1



DATE: OCTOBER 23, A.D. 2013 BY: J. V. Gentile ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2325 MY LICENSE EXPIRES NOVEMBER 30, 2014 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002870