

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
FEB. 16, 2007 12:27 PM
OTHER 06-05-420-039
010 PAGES R2007-029718

Space above reserved for Recorder's use

**A RESOLUTION ACCEPTING A GRANT OF EASEMENT FOR
705 EAST PRAIRIE AVENUE, LOMBARD, IL 60148**

Parcel No.: 06-05-420-039

AFTER RECORDING RETURN TO:

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

RESOLUTION
R 91 07

A RESOLUTION ACCEPTING GRANT OF EASEMENT
705 EAST PRAIRIE

WHEREAS, in connection with the Village of Lombard's installation of a fence along the Union Pacific Railroad right-of-way (the Village's Fence"), the grant of a certain easement to the Village of Lombard is necessary for the installation and maintenance of a fence (the "Connecting Fence") connecting the Village's Fence to an existing fence on the property at 705 East Prairie Avenue, Lombard, Illinois (the "Subject Property"); and

WHEREAS, Sean Patridge and Bonnie Jean Patridge, the owners of the Subject Property, 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 the Connecting Fence, and attachment of said Fence to the existing fence on the Subject Property, as attached hereto as Exhibit A; 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 Exhibit A.

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 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 Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED by me this 15th day of February, 2007, pursuant to a roll call vote as follows:

AYES: Trustees Gron, Tross, O'Brien, Sebby, Florey & Soderstrom _____

NAYS: None _____

ABSENT: None _____

Approved this 15th day of February, 2007.


William J. Mueller, Village President

ATTEST:


Brigitte O'Brien, Village Clerk

**PREPARED BY AND AFTER
RECORDING RETURN TO:**

Klein Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606
George A. Wagner, Esq. (#49-42)

[The above space reserved for the Recorder of Deeds of DuPage County]

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made as of this 9th day of January 2007,
by Sean Patridge and Bonnie Jean Patridge, of 705 East Prairie Avenue, Lombard, IL 60148 (hereinafter
referred to as the "**Grantor**") and the VILLAGE OF LOMBARD, an Illinois municipal corporation, County of
DuPage, Illinois, 255 East Wilson Avenue, Lombard, IL 60148-3969 (hereinafter sometimes referred to as
the "**Village**" or "**Grantee**").

WITNESSETH:

For and in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other good and
valuable consideration in hand paid, receipt of which is hereby acknowledged, the conditions herein
contained in paragraphs 3, 4, 5, 6, 7, and 8 hereof and the benefits to be derived from this Grant of
Easement:

1. Grantor is the owner of a tract of land described as follows:

Lot 40 in Block 7 in Lombard Countryside Farmettes Subdivision, being a Subdivision in
the South ½ of the Southeast ¼ of Section 5, Township 39 North, Range 11, East of the
Third Principal Meridian, according to the Plat thereof recorded October 16, 1946 as
Document 508901, in DuPage County, IL.

PIN: 06-05-0420-039-0000

ADDRESS: 705 East Prairie Avenue, Lombard, IL 60148

(hereinafter the "**Subject Property**").

2. Grantor hereby grants, releases, conveys, assigns and quit claims to the Village of
Lombard, DuPage County, Illinois, an Illinois municipal corporation, 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 fence, as hereinafter described (hereinafter the "**Fence**") in, on, upon, over, through, across and under a strip of land on the Subject Property, as hereinafter described, and to attach said Fence to any fence, fence post, or gate on or about said strip of land, which is described as follows:

That portion of Lot 40 in Block 7 in Lombard Countryside Farmettes Subdivision, being a Subdivision in the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded October 16, 1946 as Document 508901, in DuPage County, IL., described as follows:

Commencing at the Southeast corner and the point of beginning ("POB"), thence North 10 feet to a point on the East boundary line; thence Southwest 272.63 feet to the West boundary line on a line parallel to the Southern boundary line; thence South 10 feet to the Southern boundary line; thence Northeast 272.63 feet to the POB,

(hereinafter the "**Permanent Easement Premises**").

The Fence shall consist of six-foot (6') high wrought iron post(s) and fencing, which shall connect Grantor's present chain link fence (hereinafter "**Grantor's Fence**") to a fence installed by the Village on the Union Pacific Railroad right-of-way. Grantor's Fence is located on the Permanent Easement Premises approximately six feet (6') north of the southern boundary line of the Subject Property and extends approximately one hundred feet (100') from the west boundary line of the Subject Property in a northeasterly direction parallel to the southern boundary line of the Subject Property. The Village's fence shall extend parallel to the southern boundary line of the Subject Property from a point east of the east boundary line of the Subject Property to a point south of the northeast end of Grantor's Fence.

3. The Village hereby agrees to install a four foot (4') high by four foot (4') wide residential chain link gate (the "**Gate**") in the southwest section of the Grantor's Fence, so as to provide Grantor access to that portion of the Permanent Easement Premises adjacent to Grantor's Fence. Grantor hereby agrees to maintain and repair said Gate in working order.

4. Grantor hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, 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 Permanent Easement 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 Fence and activities incidental thereto.

5. The Grantor reserves the right to make any use of the Permanent Easement Premises, including the maintenance and repair of Grantor's Fence, 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 Village hereby granted and authorized.

6. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction of said Fence and activities incidental thereto, and after all subsequent maintenance, 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.

7. 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 Fence 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 Village.

8. All right, title and interest in said Fence shall remain in the Village, and the Village shall have the obligation and the right to maintain and repair the Fence.

9. 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 parties hereto, their heirs, executors, successors, grantees, lessees and assigns.

10. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. This Agreement may be modified, amended or annulled only by the written agreement of the parties that is executed and delivered by authorized representatives of the parties.

13. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The terms "Grantor" and "Grantee" as used herein shall be deemed to include any and all successors, grantees and assigns of such parties and their respective successors, grantees and assigns.

14. That the Lender's Consent, attached hereto as Exhibit A, is made a part hereof.

REMAINDER OF PAGE INENTIONALLY 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(S):

By:

Bonnie Jean Patridge

By:

Sean Patridge

GRANTEE:

VILLAGE OF LOMBARD

By:

Name: William J. Mueller

Title: Village President

ATTEST:

By:

Name: Brigitte O'Brien

Title: Village Clerk

[INSERT VILLAGE SEAL ABOVE]

Accepted by the Village of Lombard, DuPage
County, Illinois, this 15th day of February
_____ 2007.

STATE OF ILLINOIS

COUNTY OF DuPage

SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, **SEAN PATRIDGE** and **BONNIE JEAN PATRIDGE**, are personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument, as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of January, 2007.

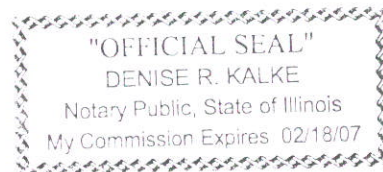
[Signature]
Notary Public

2-18-07
Commission Expiration

STATE OF ILLINOIS

COUNTY OF DUPAGE

SS.



I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named **WILLIAM J. MUELLER** and **BRIGITTE O'BRIEN**, as **Village President** and **Village Clerk** respectively of the **VILLAGE OF LOMBARD, A MUNICIPAL CORPORATION**, (the "Village") personally known to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and severally acknowledged that as such **Village President** and **Village Clerk**, they signed and delivered the said instrument as the **Village President** and **Village Clerk** pursuant to authority given by the **Village Board of Trustees**, and as their free and voluntary act, and as the free and voluntary act and deed of the **Village**, for the uses and purposes therein set forth, and that **Village Clerk**, as custodian of the corporate seal of the **Village**, has caused the seal to be affixed thereto.

GIVEN under my hand and official seal, this 15th day of FEBRUARY, 2007.

[Signature]
Notary Public

June 10 2009
Commission Expiration

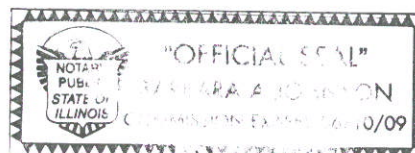


EXHIBIT A

**CONSENT, JOINDER AND SUBORDINATION OF LENDER
WITH RESPECT TO THE GRANT OF EASEMENT
("Joinder")**

Loan Number 12579669

The undersigned, as lender ("Lender") under that certain first mortgage dated 01-19, 2007, made by the Grantor hereinbefore named, which first mortgage was recorded on 09-13, 04 as Document Number 239517 in the Recorder of Deeds Office of DuPage County, Illinois (the "First Mortgage"), and the other ancillary documents executed therewith, including but not limited to the promissory note (collectively the "Loan Documents"), for itself and its successors and assigns of its interest under the First Mortgage (i) consents to the execution of the Grant of Easement and (ii) agrees that Lender's interest under the First Mortgage and the First Mortgage itself, and other Loan Documents, is subject and subordinate to all of the terms, covenants and provisions of the Grant of Easement to which this Joinder is attached.

The undersigned has executed this Joinder as of the 19th day of January, 2007

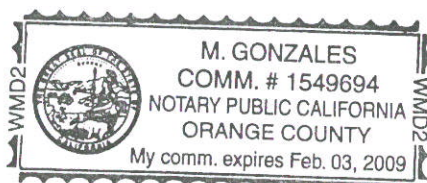
LENDER:

By: <u>Marie Hilsenbeck</u>	Attest: <u>Leo S. Ortega</u>
Name: <u>Marie Hilsenbeck</u>	Name: <u>Leo S. Ortega</u>
Title: <u>Assistant Secretary</u>	Title: <u>Assistant Secretary</u>

STATE OF California)
) SS
COUNTY OF Orange)

The undersigned, a Notary Public in and for said County and State aforesaid, DOES HEREBY CERTIFY that Marie Hilsenbeck and Leo S. Ortega, Jr. are the Assist. Secretary and Assist. Secretary of the Option One Mortgage Corp. (the "Corporation") and are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notary Seal this 19 day of January, 2007.



M. Gonzales
Notary Public




I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such 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 RESOLUTION 91-07
A RESOLUTION ACCEPTING A GRANT OF
EASEMENT 705 EAST PRAIRIE, LOMBARD, ILLINOIS

of the said Village as it appears from the official records
of said Village duly adopted February 15, 2007.

In Witness Whereof, I have hereunto affixed my official signature and
the Corporate Seal of said **Village of Lombard**, DuPage County,
Illinois this 15th day of February, 2007.





Brigitte O'Brien
Village Clerk
Village of Lombard
DuPage County, Illinois