

**FRED BUCHOLZ**  
DUPAGE COUNTY RECORDER  
JUN.27,2008 10:21 AM  
OTHER 06-29-401-011  
013 PAGES R2008-102851

**STORM WATER DETENTION  
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**

**STORM WATER DETENTION 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

## STORM WATER DETENTION 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 perpetual storm water detention easement ("**Easement**") for the purpose of managing and maintaining the flow of storm water (along with reasonable access) over, across, and through the storm water detention area (the "**Detention 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. In the event Grantor fails to properly maintain the Detention Area or related underground drainage pipes, surface or storm water drainage, related control facilities or appurtenances thereto (collectively the "**Storm Water Facility**") in accordance with the terms and conditions of this Storm Water Detention Easement Agreement (this "**Agreement**"), Grantee shall, upon seventy-two (72) hours prior notice to Grantor (in accordance with Section 10 of this Agreement), have the right, but not the duty, to perform, or have performed on its behalf, any maintenance, repair, alteration, replacement and/or removal work (collectively, "**Work**") to the Storm Water Facility as Grantee may deem reasonably necessary to ensure the Storm Water Facility remains fully operational and that said Storm Water Facility complies with all applicable Village

of Lombard ordinances, regulations or codes, as same may be amended from time to time. Notwithstanding anything contained herein to the contrary, in the event of an emergency, as reasonably determined by Grantee, the aforementioned seventy-two (72) hours prior notice requirement shall be deemed waived; however, Grantee shall provide notice, in accordance with Section 10 of this Agreement, as soon as is reasonably practical under the circumstances, describing in detail the emergency action taken by Grantee, its agents or servants.

2. Grantor shall not erect any permanent structure within the limits of the Detention Area or alter the topographical grading in a manner which would materially impede or diminish the integrity of the Storm Water Facility. However, Grantor 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, consistent with the use of the Storm Water Facility. Grantor shall not make any material alteration to the Storm Water Facility, without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed.
3. All Work performed by Grantee, its agents and servants, in and about the construction, installation, maintenance, repair, alteration, operation, replacement and/or removal to the Storm Water Facility 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 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.
4. In the event Grantee shall be required to perform Work, in accordance with the terms and conditions of this Agreement, the cost of such Work incurred shall be reimbursed to Grantee and shall include all expenses and cost associated with the performance of such Work including, but not limited to, reasonable engineering,

consulting and attorneys' fees related to the planning and actual performance of such Work. The cost of any Work performed by Grantee, as set for in this Agreement, shall, upon recordation of Notice of Lien with the Recorder of Deeds of DuPage County, Illinois, constitute a lien against the assets of Grantor and the Property.

5. 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 Storm Water Facility and/or the exercise by Grantee or its agents, servants or invitees of any rights contained in this Agreement.

6. 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 Storm Water Facility.

7. The easement hereby conveyed is 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 Detention Area.

8. This Agreement may only be amended by the mutual written agreement of the parties hereto.

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

10. All notices and demands to be given by one party to the other party under this Agreement shall be given in writing, mailed or delivered to Grantor or Grantee, as the case may be, at the address set forth, below, or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service or by a locally recognized courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or two (2) business days after depositing in the United States mail.

**Grantor:**

**InSite Lombard (BFIELD), L.L.C.  
1400 Sixteenth Street, Suite 300  
Oak Brook, Illinois 60523  
Attn: Gerald Kostelny**

**Phone: 630-617-9100**

**Fax: 630-617-9120**

**Email: [gkostelny@insiterealestate.com](mailto:gkostelny@insiterealestate.com)**

**With a Mandatory Copy to:**

**InSite Lombard (BFIELD), L.L.C.  
1400 Sixteenth Street, Suite 300  
Larissa Addison, General Counsel**

**Phone: 630-617-9117**

**Fax: 630-617-9120**

**E-mail: [laddison@insiterealestate.com](mailto:laddison@insiterealestate.com)**

**Grantee:**

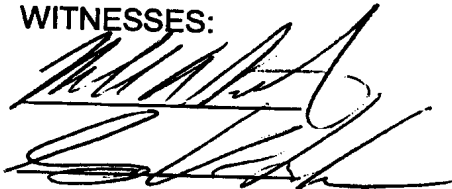
**Village of Lombard  
255 E. Wilson Avenue  
Lombard, Illinois 60148  
Attn: Nick Hatfield, P.E.**

**Phone: 630-620-5700**

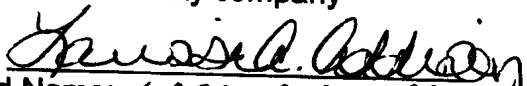
**Email: [HatfieldN@villageoflombard.org](mailto:HatfieldN@villageoflombard.org)**

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

WITNESSES:




<sup>1103</sup>  
**GRANTOR:**  
**INSITE LOMBARD (BFIELD), L.L.C.,** an  
Illinois limited liability company

By:   
Printed Name: LARISSA A. ADDISON  
Its: Manager

WITNESSES:



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

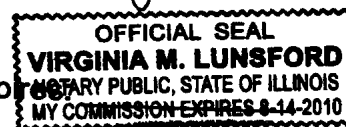
By:   
Printed Name: William J. Mueller  
Its: Village President

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: 06/01/09

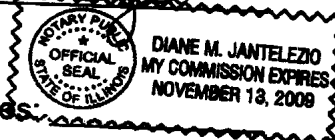


STATE OF ILLINOIS )  
 )ss  
COUNTY OF DUPAGE )

The foregoing was acknowledged before me this 19th 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 Jantelezo

Print Name:  
Notary Public  
My commission expires: 11/13/08





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:

*Devin R. Vogel*  
*William G. ...*

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

By: *[Signature]*

Its: *FIRST VICE PRESIDENT*

STATE OF Illinois )  
 )ss  
COUNTY OF Cook )

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

*Cassandra M. McMi*



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

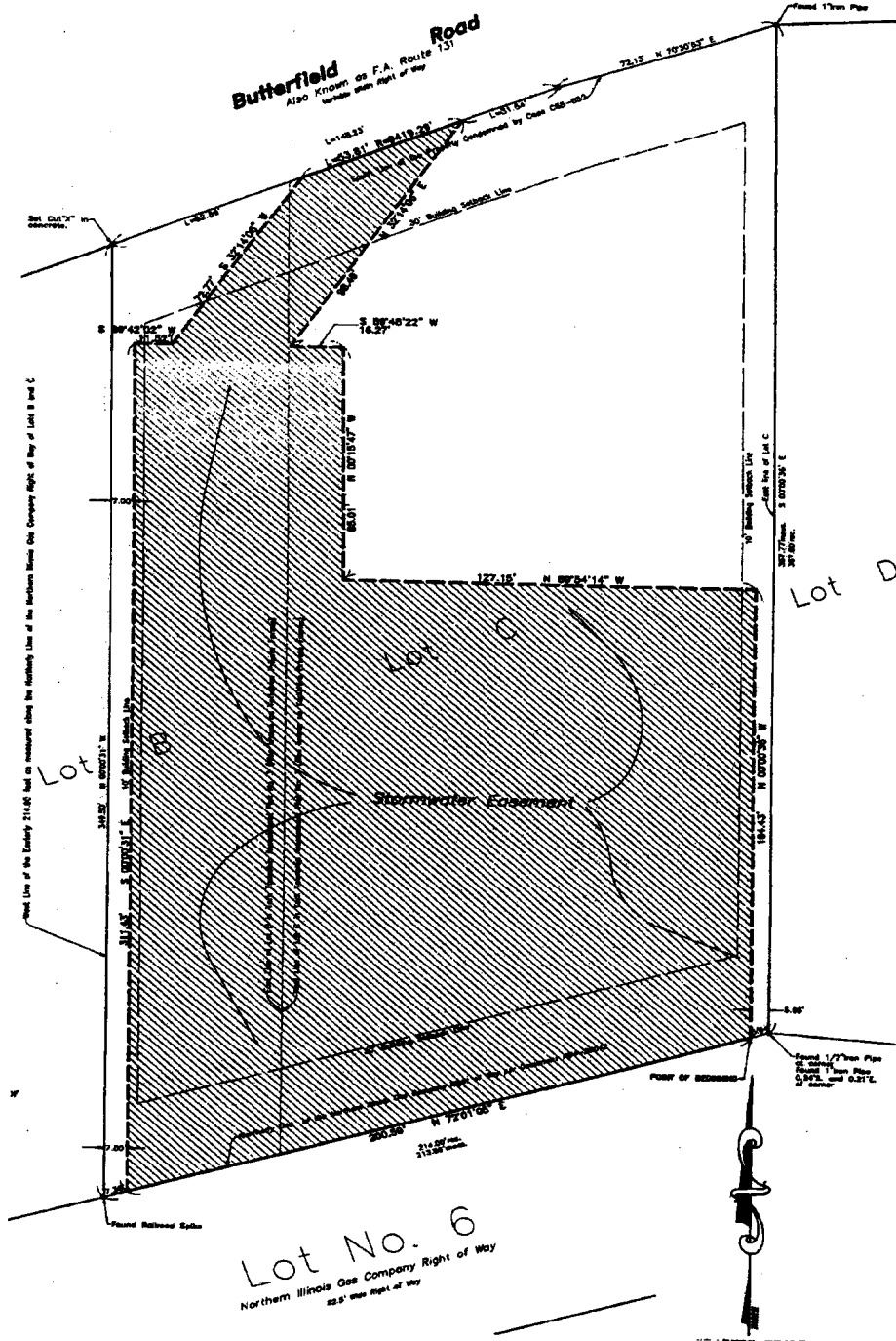
## EXHIBIT A-1

### 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 4571B6, ON DECEMBER 23, 1943, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY, SAID POINT BEING 5.94 FEET WEST OF THE EAST LINE OF THE AFOREMENTIONED LOT C, AS MEASURED ALONG SAID NORTH LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY; THENCE NORTH 0 DEGREES 0 MINUTES 36 SECONDS WEST, PARALLEL WITH SAID EAST LINE OF LOT C, 164.43 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 14 SECONDS WEST, 127.15 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 47 SECONDS WEST, 85.01 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, 16.27 FEET; THENCE NORTH 32 DEGREES 14 MINUTES 6 SECONDS EAST, 98.49 FEET TO A POINT ON THE SOUTH LINE OF THE PROPERTY CONDEMNED FOR THE WIDENING OF F.A. ROUTE 131 (BUTTERFIELD ROAD) BY CASE C68-852; THENCE WESTERLY ALONG SAID SOUTH LINE, SAID LINE BEING A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 9419.29 FEET, 53.81 FEET; THENCE SOUTH 32 DEGREES 14 MINUTES 06 SECONDS WEST, 72.77 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 02 SECONDS WEST, 11.52 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 31 SECONDS EAST, PARALLEL WITH SAID EAST LINE OF LOT C, 311.43 FEET TO A POINT ON SAID NORTH LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY; THENCE NORTH 72 DEGREES 01 MINUTES 05 SECONDS EAST, ALONG SAID NORTH LINE, 200.59 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

# EXHIBIT A-2

## DEPICTION OF EASEMENT AREA

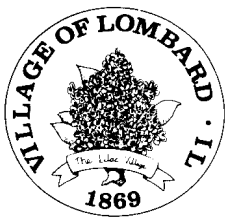


**EXHIBIT B**

**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.**

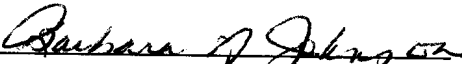
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I, **Barbara A. Johnson**, hereby certify that I am the duly qualified Deputy Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Deputy Village Clerk, I maintain 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 STORM WATER DETENTION 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.

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

