

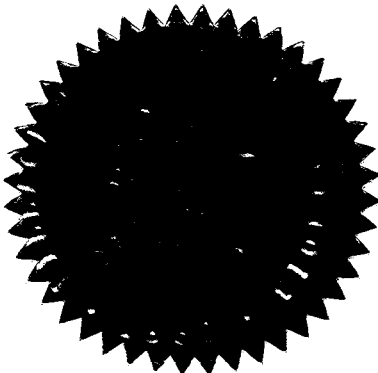
FRED BUCHOLZ
DUPAGE COUNTY RECORDER
FEB.08,2010 11:09 AM
OTHER 06-16-316-001
005 PAGES R2010-018226

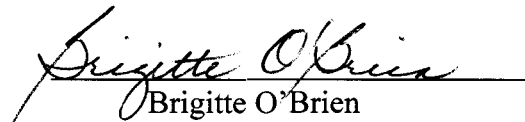
I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board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

I further certify that attached hereto is a
copy of GRANT OF PUBLIC SIDEWALK EASEMENT
1165 S. WESTMORE-MEYERS ROAD
TRINITY LUTHERAN CHURCH

of the said Village as it appears from the official records
of said Village duly approved November 19, 2009.

In Witness Whereof, I have hereunto affixed my official signature and
the Corporate Seal of said **Village of Lombard**, Du Page County,
Illinois this 13th day of January, 2010.




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

GRANT OF PUBLIC SIDEWALK EASEMENT

THIS GRANT OF PUBLIC SIDEWALK EASEMENT (hereinafter the "Grant of Easement") made this 19 day of November, 2009, by Trinity Lutheran Church (hereinafter "Grantor") to the VILLAGE OF LOMBARD, DuPage County, Illinois, a municipal corporation (hereinafter the "Village").

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 3 and 4 hereof and the benefits to be derived from this Grant of Easement:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Village 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 public sidewalk, and all facilities incidental thereto, in, on, upon, over, through, across and under a strip of land as described in Exhibit "A" attached hereto made part hereof, (Common Address: 1165 S. Westmore-Meyers Road, Lombard, Illinois)(hereinafter the "Easement Parcel").
2. 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 or convenient to do so, go in, on, upon, over and across the Easement Parcel, 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 public sidewalk easement, and all facilities and activities incidental thereto.

The Grantor reserves the right to make any use of the Easement Parcel, 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.

7. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction or removal of said public sidewalk, and all facilities incidental thereto, and 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.
4. 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 operating said public sidewalk, and all facilities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the terms of this Grant of Easement are to be at the sole expense of the Village.
5. Such perpetual easement as is herein granted shall run with the land and that 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 the Villages, their respective heirs, executors, successors, grantees, lessees and assignees.
6. The Village agrees to indemnify, defend and hold Grantor harmless from any and all claims (including mechanic's liens), lawsuits or judgments directly pertaining to any or all of the following:
 - a. This Grant of Easement, including the use of the public sidewalk by the public;
 - b. Any work performed or other action taken by the Village in regard to the public sidewalk or pertaining to it; or
 - c. The Village's failure or refusal to perform any work or take other action in regard to the public sidewalk or pertaining to it.
7. Notwithstanding paragraph 6 above, the Village shall not be required to indemnify, defend or hold Grantor harmless in relation to any claims, lawsuits or judgments arising from acts or omissions of Grantor or Grantor's officers, agents or employees.

IN WITNESS WHEREOF, the Grantor, as aforesaid, has caused its name to be signed to these

presents by Wayne Harpman, it's Chairman, and

attested by Marta D. [Signature], it's Secretary, the day and year first above written.

GRANTOR:

By: Wayne Hooper

Its: Chairman

Attest: Mark P. J...
I V H K

Its: Secretary

Prepared by and Return to:

Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

STATE OF ILLINOIS }

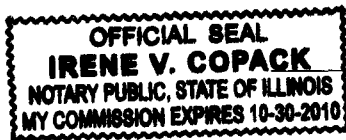
COUNTY OF DUPAGE }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY, that the above-named Wayne Hooper Chairman and
Mark P. J..., Secretary of the Grantor, personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as such Chairman and Secretary
of the Grantor and Attester, respectively, appeared before me this day in person and
acknowledge that they signed and delivered the said instrument as their own free and voluntary
act and as the free and voluntary act of said Grantor for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

November 19, 2009

Date

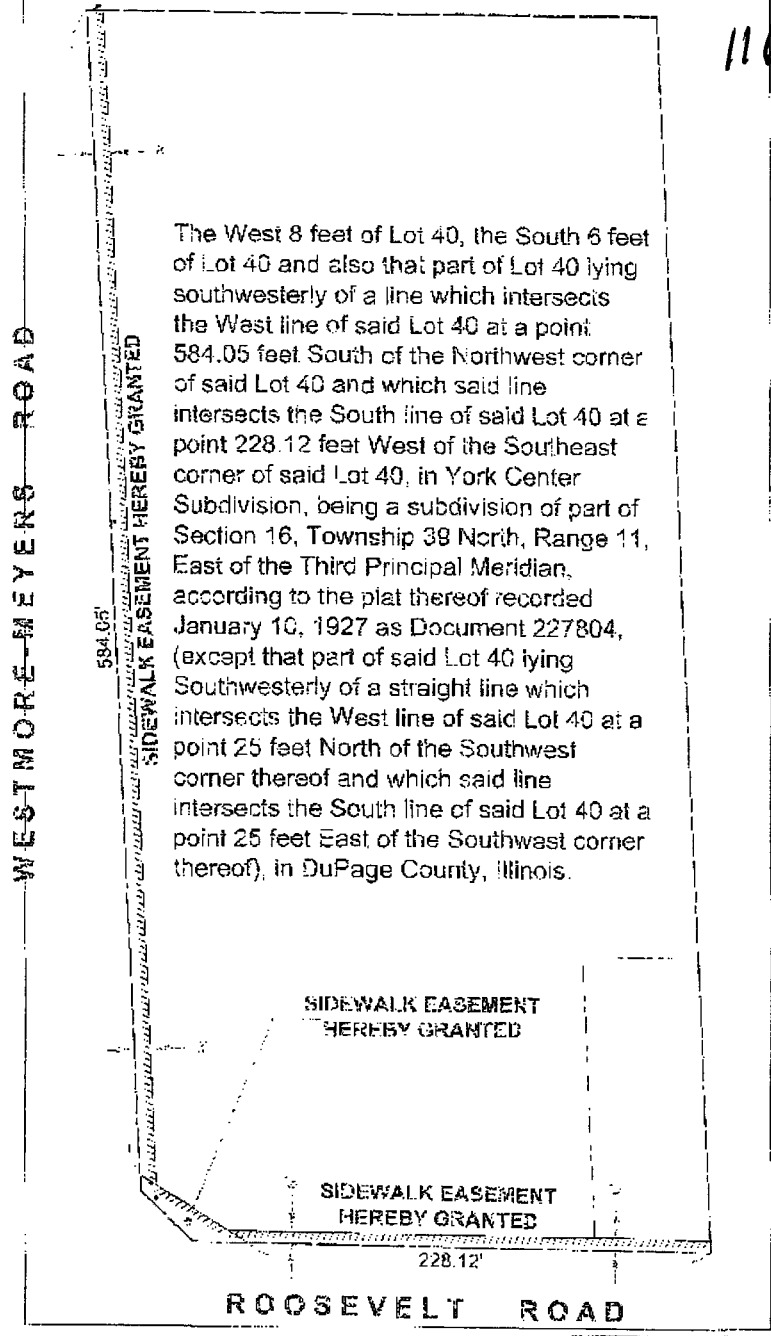


Irene V. Copack
Notary Public

EXHIBIT A

PIN: 06-16-316-001
06-16-316-002
06-16-316-003
Page 4 of 4

1165 S.
Westmore-Meyers
Rd.
Lombard IL
60148



Barber & Woodman
Crystal Lake, Illinois 815.459.1700

DESIGNER: P. J. ...
DATE: 11/11/11