

(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 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 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 9.76 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE A DISTANCE OF 356.77 FEET; THENCE SOUTH,

PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE EASTERLY ALONG A LINE BEING 39.76 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE A DISTANCE OF 370.61 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.

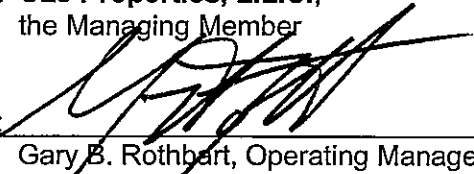
7. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the Grantor and Grantee, and their respective heirs,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

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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: 

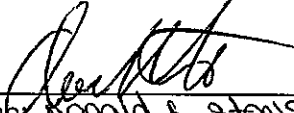
Gary B. Rothbart, Operating Manager

By: 

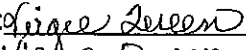
Michael B. Rothbart, Operating Manager

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

MTL Insurance Company

By: 

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

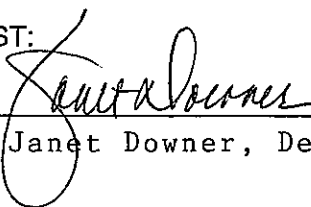
ATTEST: 

Name: Vinnie 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.



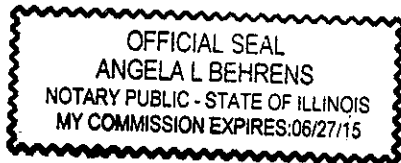
Angela J. Behrens
Notary Public

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 10th day of December, 2013.



Angela J. Behrens
Notary Public

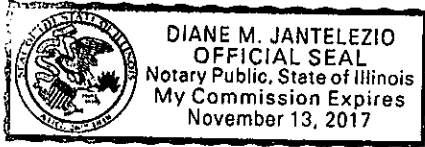
STATE OF ILLINOIS
COUNTY OF DuPAGE

) 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 Quinn, 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)

