

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

  X   Resolution or Ordinance (Blue) \_\_\_\_\_ *Waiver of First Requested*  
\_\_\_\_\_ Recommendations of Boards, Commissions & Committees (Green)  
\_\_\_\_\_ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES  
FROM: Scott Niehaus, Village Manager  
DATE: February 24, 2014 (B of T) DATE: March 6, 2014  
TITLE: 1110 N. Garfield & 1060 N. Garfield – Grant of Easement  
SUBMITTED BY: Carl Goldsmith, Director of Public Works *Cg*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Public Works transmits for your consideration a resolution authorizing the signatures of President and Clerk on Grant of Easement documents for existing watermain and sidewalk, as well as the proposed installation of an on-site generator for the lift station at the subject properties.

FISCAL IMPACT/FUNDING SOURCE

Review (as necessary):

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X \_\_\_\_\_ Date \_\_\_\_\_

NOTE: Materials must be submitted to / approved by the Village Manager's Office by 12:00 pm, Wednesday, prior to the Agenda Distribution.



February 21, 2014

TO: Village President and Board of Trustees  
 THROUGH: Scott Niehaus, Village Manager  
 FROM: Carl Goldsmith, Director of Public Works *CG*  
 SUBJECT: 1110 N. Garfield and 1060 N. Garfield Easements

As part of the Village's ongoing strategy to increase the reliability of the pumping systems for sanitary and storm stations, the Village has included funds in the 2014 budget to install an onsite generator at the Garfield Lift Station. The station is located in the North Industrial Park and conveys effluent from the industrial park to the Glenbard Wastewater Authority. The station is currently operated with a portable generator in the event of a power outage.

The Village has been working with the property owner at 1060 N. Garfield on securing permanent easements for the proposed generator. In discussing the proposed easement for the generator, it was determined that easements that were initially thought to have been granted at the time of the original construction of the two (2) buildings were not recorded. The grants of easements before the Village Board for consideration rectify the previous omission, as well as provide for the easement for the generator placement. The exhibits to the Grant of Easement documents provide both the legal description and graphical depiction of the easement.

There are three (3) existing watermains that have fire hydrants at the west termination point that were constructed as part of the original construction of the complex for which no easements exist. Below is a summary of the proposed easements. There are two properties involved in this matter: 1110 North Garfield and 1060 North Garfield.

**1110 N. Garfield**

- Proposed Watermain Easement No. 1

**1060 N. Garfield**

- Proposed Watermain Easement No. 3
- Proposed Watermain Easement No. 4
- Proposed 10' Public Sidewalk Easement
- Proposed Sanitary Sewer Lift Station Easement (*location of proposed on-site generator*)

The property owner and lenders have executed all necessary documents to provide for the permanent easements for the existing and proposed infrastructure. There are four (4) originals of each easement package for execution by the Village. Upon approval and recording of the documents, Village staff will coordinate the installation of the generator and any necessary landscaping to provide adequate screenings for adjacent properties.

Should you have any questions, please feel free to contact me at 630-620-5740. Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on March 6, 2014.

**RESOLUTION**  
**R \_\_\_\_\_ 14**

**A RESOLUTION ACCEPTING GRANT OF EASEMENT**  
**1110 & 1060 N. GARFIELD**

**WHEREAS**, in connection with the Village of Lombard's installation of an on-site generator for the Garfield Sanitary Lift Station (the "Generator"), the grant of a certain easements to the Village of Lombard is necessary for the installation of the Generator on the property at 1110 N. Garfield Street and 1060 N. Garfield Street, Lombard, Illinois (the "Subject Properties"); and

**WHEREAS**, three (3) watermains and a portion of sidewalk (the "Improvements") were constructed in 1999 in conjunction with the construction of the buildings, but were not recorded within dedicated easements to the Village. The Village is desirous in securing easements for the Improvements at the Subject Properties; and

**WHEREAS**, 1110 Garfield Venture , L.L.C and 1060 Garfield Venture L.L.C., the owners of the Subject Properties, 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 said Generator and Improvements, as attached hereto as Exhibit A, Exhibit B, Exhibit C and Exhibit D; 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 Exhibits A, B, C and D.

**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, Exhibit B, Exhibit C and Exhibit D 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 Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

Adopted this 6<sup>th</sup> day of March, 2014, pursuant to a roll call vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved by me this 6<sup>th</sup> day of March, 2014.

---

**Keith Giagnorio**  
**Village President**

ATTEST:

---

**Janet Downer**  
**Deputy Village Clerk**

(North 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 12<sup>th</sup> day of December, 2013, by 1110 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 THE NORTH 245.47 FEET OF LOT 5 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 A POINT ON THE EAST LINE OF SAID LOT 5, BEING 20.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 5 (AS MEASURED ALONG SAID EAST LINE) AND RUNNING THENCE WESTERLY ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 5, 310.00 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.00 FEET; THENCE WESTERLY ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTH LINE OF LOT 5, 30.00 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST

DESCRIBED LINE, 35.00 FEET; THENCE EASTERLY ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTH LINE OF LOT 5, 340.00 FEET TO AFORESAID EAST LINE OF LOT 5; THENCE NORTHERLY ALONG SAID EAST LINE, 30.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF WATERMAIN EASEMENT NO. 2:

THAT PART OF THE NORTH 245.47 FEET OF LOT 5 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 SOUTHEAST CORNER THEREOF AND RUNNING THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 5 A DISTANCE OF 23.47 FEET; THENCE WESTERLY ALONG A LINE 23.47 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 245.47 FEET A DISTANCE OF 22.00 FEET; THENCE SOUTHWESTERLY 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 33.19 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID NORTH 245.47 FEET OF LOT 5, SAID POINT BEING 45.47 FEET WEST OF THE AFORESAID SOUTHEAST CORNER OF THE NORTH 245.47 FEET OF LOT 5 (AS MEASURED ALONG THE SOUTH LINE THEREOF); THENCE EASTERLY ALONG THE AFORESAID SOUTH LINE OF THE NORTH 245.47 FEET OF LOT 5, 45.47 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: Pt. 03-32-302-025;

Common Address: 1110-1120 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.

**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:  
1110 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 \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

Thrivent Financial for Lutherans

By:   
Gary B. Rothbart, Operating Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Michael B. Rothbart, Operating Manager

ATTEST: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted by the Village of Lombard, DuPage County, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
Keith Giagnorio, Village President

ATTEST:

\_\_\_\_\_  
Sharon Kuderna, Village Clerk



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

Grantor:  
1110 GARFIELD VENTURE, L.L.C.,  
an Illinois limited liability company

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

By: [Signature]  
Gary B. Rothbart, Operating Manager

By: [Signature]  
Michael B. Rothbart, Operating Manager

Consented to by the Mortgage Lender,  
relative to the easement area  
set forth in Section 1. above,  
this 13 day of December, 2013.

Thrivent Financial for Lutherans

By: [Signature]  
Name: Paul R. Binder  
Title: Ass't. Vice President

ATTEST: [Signature]  
Name: Marsha Johnson  
Title: Contractor

Accepted by the Village of Lombard, DuPage County, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
Kelth Giagnorio, Village President

ATTEST:

\_\_\_\_\_  
Sharon Kuderna, Village Clerk



STATE OF MINNESOTA )  
 ) SS  
COUNTY OF HENNEPIN )

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Paul R. Binder and \_\_\_\_\_, personally known to me to be the Ass't. Vice President \_\_\_\_\_ of Thrivent Financial for Lutherans (the "Company"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Ass't. Vice President and \_\_\_\_\_, respectively, appeared before me this day in person and severally acknowledged that, as such Ass't. Vice President \_\_\_\_\_, 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 18th day of February, 2014.



JACKIE R. LANG  
Notary Public - Minnesota  
My Commission Expires Jan. 31, 2015

*Jackie R. Lang*

**Exhibit A**

**Depiction of the Easement Area**

(attached)

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 Keith Giagnorio and Sharon Kuderna, personally known to me to be the Village President and 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.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_.

\_\_\_\_\_  
Notary Public

# EXHIBIT

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

350 E. ST. CHARLES PLACE  
LOMBARD, ILLINOIS 60148  
PHONE 1 (830) 918-8282  
FAX 1 (830) 918-8284

GRAPHIC SCALE



### LEGAL DESCRIPTION OF PROPERTY

(PROPERTY OVER WHICH EASEMENTS EXIST & ARE BEING PROPOSED)

THE NORTH 245.47 FEET OF LOT 5 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, 1989 AS DOCUMENT R89-112217, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 1110-1120 GARFIELD ST., LOMBARD, IL.

CONTAINING: 120,987.46 SQ. FT., 2.78 AC.

### LEGAL DESCRIPTION OF WATERMAIN EASEMENT NO. 1.

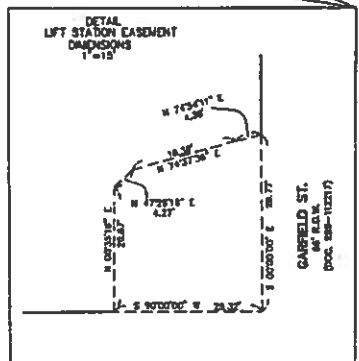
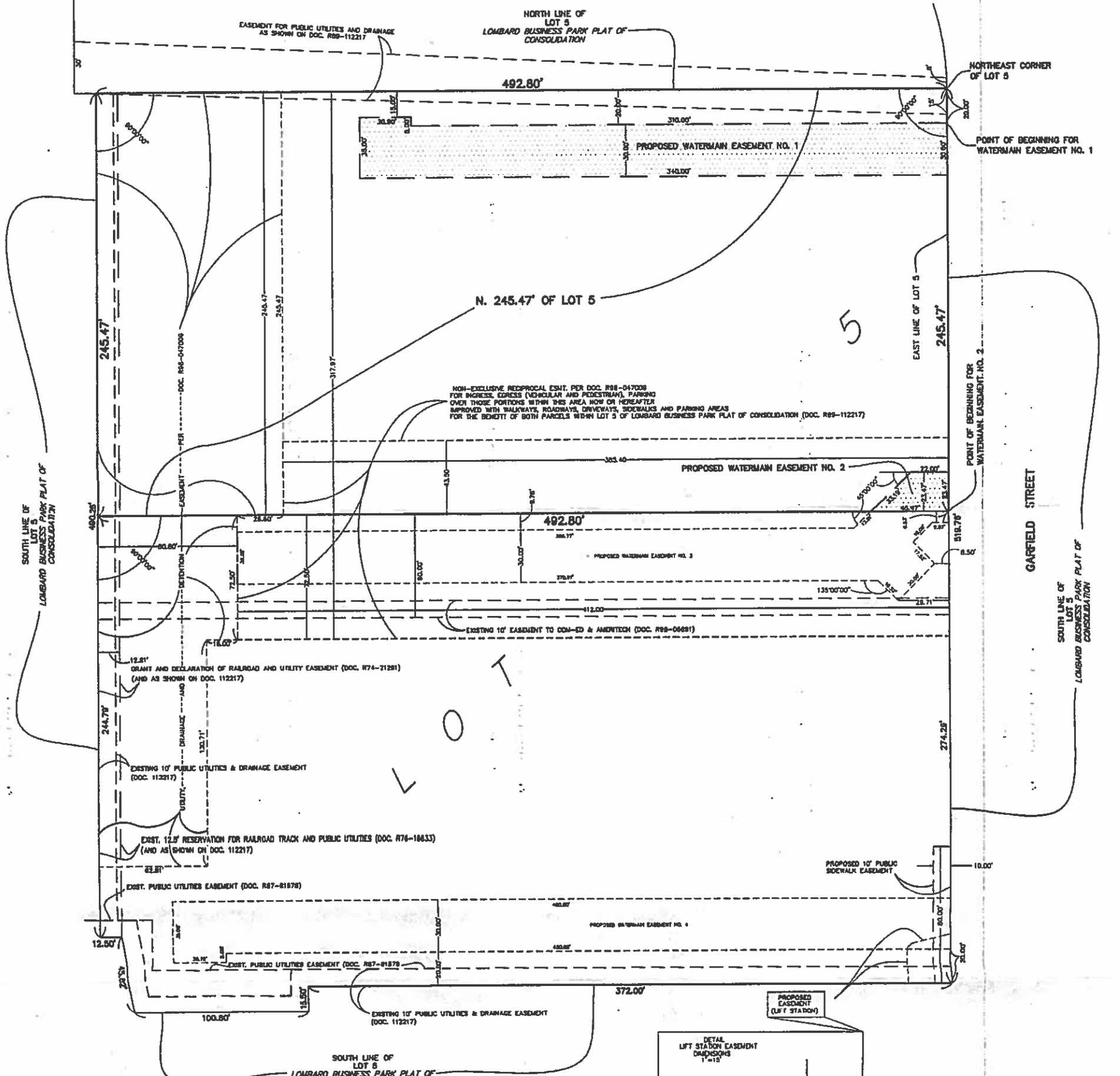
THAT PART OF THE NORTH 245.47' OF LOT 5 IN LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 AND 6 IN LOMBARD BUSINESS PARK OF PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CONSOLIDATION RECORDED SEPTEMBER 8, 1989 AS DOCUMENT R89-112217, MORE PARTICULARLY DESCRIBED BY BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 5, BEING 20.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 5 (AS MEASURED ALONG SAID EAST LINE) AND RUNNING THENCE WESTERLY ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 5, 30.00 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.00 FEET; THENCE WESTERLY ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTH LINE OF LOT 5, 30.00 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE EASTERLY ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTH LINE OF LOT 5, 340.00 FEET TO A FORESHADE EAST LINE OF LOT 5; THENCE NORTHERLY ALONG SAID EAST LINE, 30.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: 10,350.00 SQ. FT. (0.24 AC.)  
BEING A PART OF P.L.N. 03-32-302-025

### LEGAL DESCRIPTION OF WATERMAIN EASEMENT NO. 2.

THAT PART OF THE NORTH 245.47' OF LOT 5 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, 1989 AS DOCUMENT R89-112217, MORE PARTICULARLY DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 5 A DISTANCE OF 23.47 FEET; THENCE WESTERLY ALONG A LINE 23.47 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 245.47 FEET A DISTANCE OF 22.00 FEET; THENCE SOUTHWESTERLY 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 33.19 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID NORTH 245.47 FEET OF LOT 5, SAID POINT BEING 45.47 FEET WEST OF THE AFORESAID SOUTHEAST CORNER OF THE NORTH 245.47 FEET OF LOT 5 (AS MEASURED ALONG THE SOUTH LINE THEREOF); THENCE EASTERLY ALONG THE AFORESAID SOUTH LINE OF THE NORTH 245.47 FEET OF LOT 5, 45.47 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: 791.78 SQ. FT. (0.02 AC.)  
BEING A PART OF P.L.N. 03-32-302-025



BASE SCALE: 1 INCH = 30 FEET  
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF  
ORDERED BY: VILLAGE OF LOMBARD (DEPT. PUB. WORKS)  
DRAWN BY: VAF/MMG  
CHECKED BY: JFG  
SURVEYED BY: JG  
COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE, FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT DEED, CONTRACT AND ZONING ORDINANCE.  
ORDER NO. 11-20272-13  
(PROP. VAL. ESTATE, N. PAR.)

NOTE:  
EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:  
EASEMENTS OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.  
NO DISTING APPROVEMENTS ARE SHOWN ON THIS EXHIBIT  
REFER TO LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION, DOC. R89-112217 FOR EXISTING BUILDING LINES NOT SHOWN HEREON.  
BASIS OF CONFIGURATION FOR PROPOSED WATERMAIN EASEMENTS:  
PAVING AND UTILITY PLAN BY MACOE CONSULTANTS, INC. PROJECT NO. 048, DWG. NO. 3 OF 5, DATED 12-15-97, FILE NO. 14-6-1

DATE: OCTOBER 23, A.D. 20 13  
BY: [Signature]  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925  
MY LICENSE EXPIRES NOVEMBER 30, 2014  
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870

(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 12<sup>th</sup> 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.

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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

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. Skane  
Title: Director, Commercial Mortgage Investments

By:   
Michael B. Rothbart, Operating Manager

ATTEST:   
Name: Virginia Queen  
Title: Department Assistant

Accepted by the Village of Lombard, DuPage County, Illinois,  
this \_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
Keith Giagnorio, Village President

ATTEST:  
\_\_\_\_\_  
Sharon Kuderna, Village Clerk



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 Keith Giagnorio and Sharon Kuderna, personally known to me to be the Village President and 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.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF Illinois )  
 ) SS  
COUNTY OF Madison )

**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 Vivian Guesco, 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 Menschling  
Notary Public

**Exhibit A**

**Depiction of the Easement Area**

(attached)

EXHIBIT

SHOWING CERTAIN EXISTING AND PROPOSED EASEMENTS

BY GENTILE AND ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS

550 E. ST. CHARLES PLACE LOMBARD, ILLINOIS 60140 PHONE : (815) 818-8282 FAX : (815) 818-6284



GRAPHIC SCALE



( IN FEET ) 1 inch = 80 ft.

LEGAL DESCRIPTION OF PROPERTY (PROPERTY OVER WHICH EASEMENTS EXIST & ARE BEING PROPOSED)

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, 1989 AS DOCUMENT R89-112217, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 1060-1072 GARFIELD ST., LOMBARD, IL. CONTAINING: 136,311.10 SQ. FT., 3.13 AC.

LEGAL DESCRIPTION OF LIFT STATION EASEMENT: THAT PART OF LOT 5 IN LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 & 6, BEING A RECONSOLIDATION OF LOTS 5 AND 6 IN LOMBARD BUSINESS CENTER UNIT 7, IN PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LOMBARD BUSINESS PARK, RECORDED IN BOOK 142, PAGE 91 AS DOCUMENT NO. R89-112217, MORE PARTICULARLY DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF LOT 5 AFORESAID AND RUNNING THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 5, 23.33 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF AN EXISTING NORTH/SOUTH CURB OF AN EXISTING ASPHALT PARKING LOT; THENCE NORTH 00 DEGREES 33 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY PROLONGATION AND BACK OF CURB A DISTANCE OF 30.87 TO A POINT OF CURVE ON SAID BACK OF CURB; THENCE NORTH 47 DEGREES 20 MINUTES 18 SECONDS EAST, 4.37 FEET TO A POINT OF TANGENCY OF AN EXISTING BACK OF CURB (CURB RUNNING NORTHEASTERLY) OF AN EXISTING ASPHALT PARKING LOT; THENCE NORTH 74 DEGREES 37 MINUTES 38 SECONDS EAST ALONG SAID BACK OF CURB, 18.38 FEET; THENCE NORTH 74 DEGREES 34 MINUTES 11 SECONDS EAST ALONG SAID BACK OF CURB, 4.58 FEET TO A POINT OF INTERSECTION WITH THE EAST PROPERTY LINE OF LOT 5 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST PROPERTY LINE, A DISTANCE OF 28.77 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: 840.38 SQ. FT. (0.02 AC.) BEING A PART OF P.L.N. 03-32-302-028

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 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, 1989 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, 48.47 FEET; THENCE ALONG A LINE FORMING AN ANGLE OF 48 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 8.76 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID DESCRIBED LINE, 30.00 FEET; THENCE EASTERLY ALONG A LINE BEING 30.79 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE A DISTANCE OF 370.81 FEET; THENCE ALONG A LINE FORMING AN ANGLE OF 48 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.52 FEET; THENCE WESTERLY PERPENDICULAR TO THE DESCRIBED LINE, 16.00 FEET; THENCE EASTERLY ALONG A LINE BEING 8.33 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF SUBJECT PARCEL, 8.87 FEET TO THE EAST LINE OF SAID SUBJECT PARCEL; THENCE NORTHERLY ALONG SAID EAST LINE 8.83 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

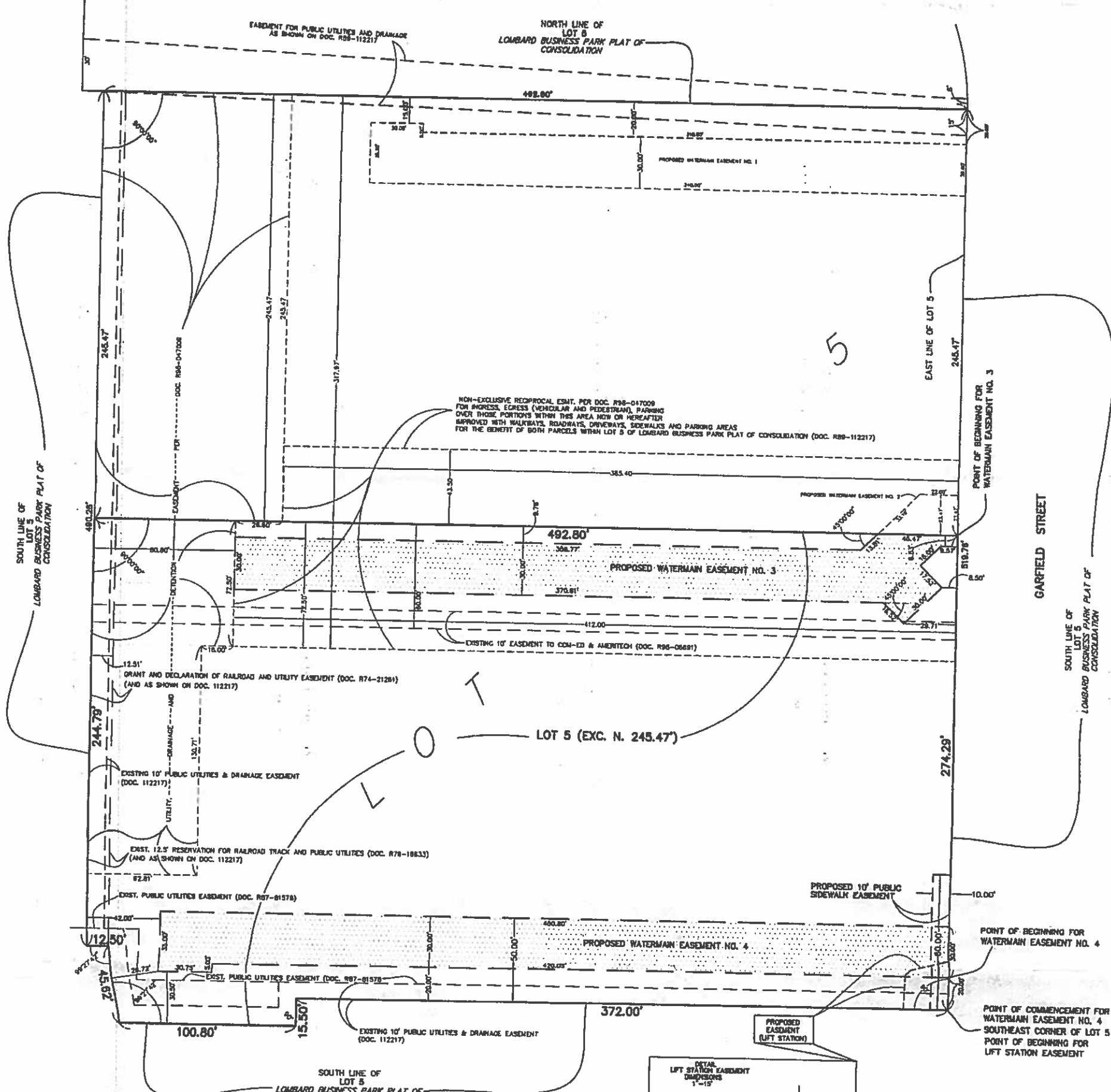
CONTAINING: 12,507.27 SQ. FT. (0.29 AC.) BEING A PART OF P.L.N. 03-32-302-028

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 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, 1989 AS DOCUMENT R89-112217, MORE PARTICULARLY DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SUBJECT PARCEL AND RUNNING THENCE NORTHERLY ALONG THE EASTERLY LINE THEREOF A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SUBJECT PARCEL, 450.00 FEET; THENCE SOUTH TO THE LAST DESCRIBED LINE, 30.75 FEET; THENCE EAST 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, 420.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: 13,877.74 SQ. FT. (0.31 AC.) BEING A PART OF P.L.N. 03-32-302-028

LEGAL DESCRIPTION OF PUBLIC SIDEWALK EASEMENT: 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, 1989 AS DOCUMENT R89-112217, ALL IN DUPAGE COUNTY, ILLINOIS.

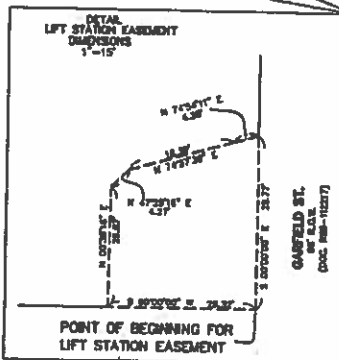
CONTAINING: 800.00 SQ. FT. (0.02 AC.) BEING A PART OF P.L.N. 03-32-302-028



BASE SCALE : 1 INCH = 30 FEET DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF ORDERED BY : VILLAGE OF LOMBARD (DEPT. PUB. WKS.) DRAWN BY : VAF CHECKED BY : JFO SURVEYED BY : JO

NOTE: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO EXISTING IMPROVEMENTS ARE SHOWN ON THIS EXHIBIT REFER TO LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION, DOC. R89-112217 FOR EXISTING BUILDING LINES NOT SHOWN HEREON. BASIS OF CONFIGURATION FOR PROPOSED WATERMAIN EASEMENTS: PAVING AND UTILITY PLAN BY WACHE CONSULTANTS, INC. PROJECT NO. 548, DTD. NO. 3 OF 3, DATED 12-15-87, FILE NO. 14-6-1



DATED: OCTOBER 23, A.D. 20 13

BY: [Signature] ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925 MY LICENSE EXPIRES NOVEMBER 30, 2014 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870

ORDER NO. 11-20272-13 (PROP. W.L. ESMIT. S. PAR.)

(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 12<sup>th</sup> 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.

**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

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

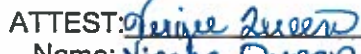
By:   
Gary B. Rothbart, Operating Manager

By:   
Michael B. Rothbart, Operating Manager

Consented to by the Mortgage Lender,  
relative to the easement area  
set forth in Section 1. above,  
this 13<sup>th</sup> day of FEBRUARY, 2014.

MTL Insurance Company

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

ATTEST:   
Name: Virake Queen  
Title: Department Assistant

Accepted by the Village of Lombard, DuPage County, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
Keith Giagnorio, Village President

ATTEST:

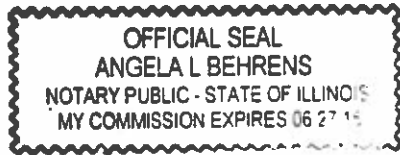
\_\_\_\_\_  
Sharon Kuderna, Village Clerk

STATE OF ILLINOIS )  
COUNTY OF Lake ) 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<sup>th</sup> day of December, 2013.



Angela J. Behrens  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF Lake ) 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 12<sup>th</sup> day of December, 2013.



Angela J. Behrens  
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 Keith Giagnorio and Sharon Kuderna, personally known to me to be the Village President and 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.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF Illinois )  
 ) SS  
COUNTY OF DeWitt )

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Donald B. Stone and Walter G. Gresham, 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 13<sup>th</sup> day of February, 201A.



Lisa Mensching  
Notary Public

Exhibit A

**Depiction of the Easement Area**

(attached)

EXHIBIT

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

550 E. ST. CHARLES PLACE, LOMBARD, ILLINOIS 60148, PHONE 1 (830) 916-8282, FAX 1 (830) 916-8284

GRAPHIC SCALE



LEGAL DESCRIPTION OF PROPERTY (PROPERTY OVER WHICH EASEMENTS EXIST & ARE BEING PROPOSED)

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...

LEGAL DESCRIPTION OF LIFT STATION EASEMENT: THAT PART OF LOT 5 IN LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 & 6, BEING A RESUBDIVISION OF LOTS 5 AND 6 IN LOMBARD BUSINESS CENTER UNIT 7...

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")...

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")...

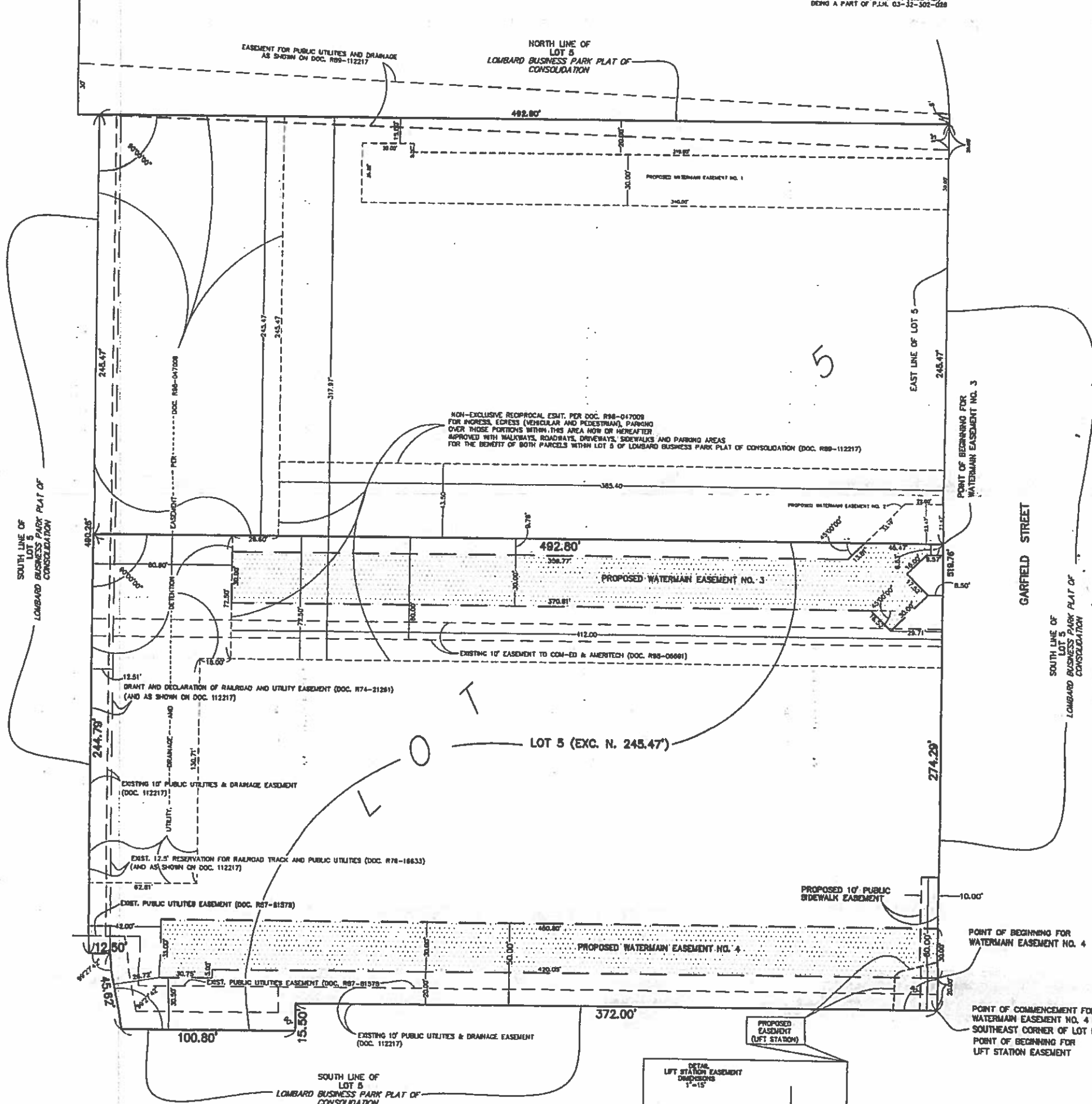
CONTAINING: 860.39 SQ. FT. (0.02 AC.) BEING A PART OF P.L.M. 03-32-302-028

CONTAINING: 12,507.27 SQ. FT. (0.29 AC.) BEING A PART OF P.L.M. 03-32-302-028

CONTAINING: 13,677.74 SQ. FT. (0.31 AC.) BEING A PART OF P.L.M. 03-32-302-028

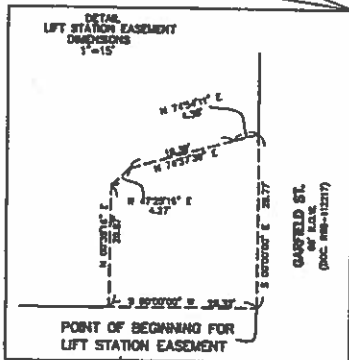
LEGAL DESCRIPTION OF PUBLIC SIDEWALK EASEMENT: THE LAST 10.00 FEET OF THE SOUTH 80.00 FEET OF THE FOLLOWING DESCRIBED LAND: LOT 5, EXCEPT THE NORTH 245.47 FEET THEREOF...

CONTAINING: 800.00 SQ. FT. (0.02 AC.) BEING A PART OF P.L.M. 03-32-302-028



BASE SCALE: 1 INCH = 30 FEET. DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF. ORDERED BY: VILLAGE OF LOMBARD (DEPT. PUB. WKS.)

NOTE: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE...



DATED: OCTOBER 23, A.D. 2013

BY: [Signature] ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2923 MY LICENSE EXPIRES NOVEMBER 30, 2014 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870

ORDER NO. 11-20272-13 (PROP. WL. ESMTS. S. PAR.)

NO EXISTING IMPROVEMENTS ARE SHOWN ON THIS EXHIBIT. REFER TO LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION, DOC. R89-112217 FOR EXISTING BUILDING LINES NOT SHOWN HEREON.

(South Parcel/Lift Station)

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  
SANITARY SEWER LIFT STATION**

THIS GRANT OF EASEMENT made this 12<sup>th</sup> 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 sanitary sewer lift station, and all facilities incidental thereto, in, on, upon, over, through, across and under the following-described property:

THAT PART OF LOT 5 IN LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 AND 6, BEING A RESUBDIVISION OF LOTS 5 AND 6 IN LOMBARD BUSINESS CENTER UNIT 7, IN PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LOMBARD BUSINESS PARK RECORDED IN BOOK 142, PAGE 91 AS DOCUMENT NO. R89-112217, MORE PARTICULARLY DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF LOT 5 AFORESAID AND RUNNING THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 5, 25.32 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF AN EXISTING NORTH/SOUTH CURB OF AN EXISTING ASPHALT PARKING LOT; THENCE NORTH 00 DEGREES 35 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY PROLONGATION AND BACK OF CURB A DISTANCE OF 20.87 FEET TO A POINT OF CURVE ON SAID BACK OF CURB; THENCE NORTH 47 DEGREES 25 MINUTES 16



SECONDS EAST, 4.27 FEET TO A POINT OF TANGENCY OF AN EXISTING BACK OF CURB (CURB RUNNING NORTHEASTERLY) OF AN EXISTING ASPHALT PARKING LOT; THENCE NORTH 74 DEGREES 37 MINUTES 36 SECONDS EAST ALONG SAID BACK OF CURB, 18.39 FEET; THENCE NORTH 74 DEGREES 54 MINUTES 11 SECONDS EAST ALONG SAID BACK OF CURB, 4.38 FEET TO A POINT OF INTERSECTION WITH THE EAST PROPERTY LINE OF LOT 5 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST PROPERTY LINE A DISTANCE OF 29.77 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 sanitary sewer lift station, 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 sanitary sewer lift station, 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 sanitary sewer lift station, 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.

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 13<sup>th</sup> day of February, 2014.

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

MTL Insurance Company

By: [Signature]  
Gary B. Rothbart, Operating Manager

By: [Signature]  
Name: Donald A. Skovle  
Title: Director, Commercial Mortgage Investment

By: [Signature]  
Michael B. Rothbart, Operating Manager

ATTEST: [Signature]  
Name: Virgie Queen  
Title: Department Assistant

Accepted by the Village of Lombard, DuPage County, Illinois,  
this \_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
Keith Giagnorio, Village President

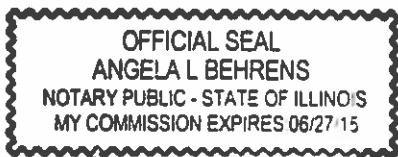
ATTEST:  
\_\_\_\_\_  
Sharon Kuderna, Village Clerk

STATE OF ILLINOIS )  
COUNTY OF lake ) 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.



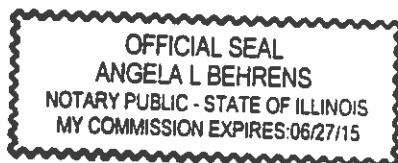
*Angela L. Behrens*  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF lake ) 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 12 day of December, 2013.



*Angela L. Behrens*  
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 Keith Giagnorio and Sharon Kuderna, personally known to me to be the Village President and 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.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

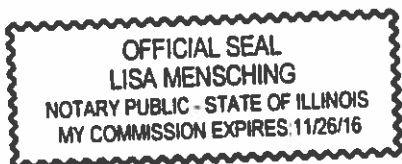
\_\_\_\_\_  
Notary Public

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 A Stone and Vince Quereb, 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, 2014.



[Signature]  
Notary Public

**Exhibit A**

**Depiction of the Easement Area**

(attached)

# EXHIBIT

SHOWING  
CERTAIN EXISTING AND PROPOSED EASEMENTS

BY  
**GENTILE AND ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS

560 E. ST. CHARLES PLACE  
LOMBARD, ILLINOIS 60148  
PHONE : (630) 816-8292  
FAX : (630) 816-8284

GRAPHIC SCALE



(IN FEET)  
1 inch = 30 ft.

**LEGAL DESCRIPTION OF PROPERTY**  
(PROPERTY OVER WHICH EASEMENTS EXIST & ARE BEING PROPOSED)

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, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 1060-1072 GARFIELD ST., LOMBARD, IL.

CONTAINING: 136,311.10 SQ. FT., 3.13 AC.

**LEGAL DESCRIPTION OF LIFT STATION EASEMENT**  
THAT PART OF LOT 5 IN LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION OF LOTS 5 & 6, BEING A RESUBDIVISION OF LOTS 5 AND 6 IN LOMBARD BUSINESS CENTER UNIT 7, IN PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LOMBARD BUSINESS PARK RECORDED IN BOOK 142, PAGE 91 AS DOCUMENT NO. R89-112217, MORE PARTICULARLY DESCRIBED BY BEGGING AT THE SOUTHWEST CORNER OF LOT 5 AFORESAID AND RUNNING THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 5, 23.32 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWEST PROLONGATION OF AN EXISTING NORTH/SOUTH CURB OF AN EXISTING ASPHALT PARKING LOT; THENCE NORTH 00 DEGREES 00 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY PROLONGATION AND BACK OF CURB A DISTANCE OF 20.87' TO A POINT OF CURVE ON SAID BACK OF CURB; THENCE NORTH 47 DEGREES 28 MINUTES 18 SECONDS EAST, 4.37 FEET TO A POINT OF TANGENCY OF AN EXISTING BACK OF CURB (CURB RUNNING NORTHEASTERLY) OF AN EXISTING ASPHALT PARKING LOT; THENCE NORTH 74 DEGREES 37 MINUTES 38 SECONDS EAST ALONG SAID BACK OF CURB, 18.59 FEET; THENCE NORTH 74 DEGREES 54 MINUTES 11 SECONDS EAST ALONG SAID BACK OF CURB, 4.38 FEET TO A POINT OF INTERSECTION WITH THE EAST PROPERTY LINE OF LOT 5 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST PROPERTY LINE A DISTANCE OF 25.77 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: 860.39 SQ. FT. (0.02 AC.)  
BEING A PART OF P.L.M. 03-32-302-028

**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 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 BEGGING AT THE NORTHEAST CORNER OF SUBJECT PARCEL AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, 48.47 FEET; THENCE ALONG A LINE FORMING AN ANGLE OF 40 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 8.78 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE A DISTANCE OF 386.77 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE EASTERLY ALONG A LINE BEING 36.78 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE A DISTANCE OF 370.81 FEET; THENCE ALONG A LINE FORMING AN ANGLE OF 48 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE, 18.85 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.32 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, 8.67 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.

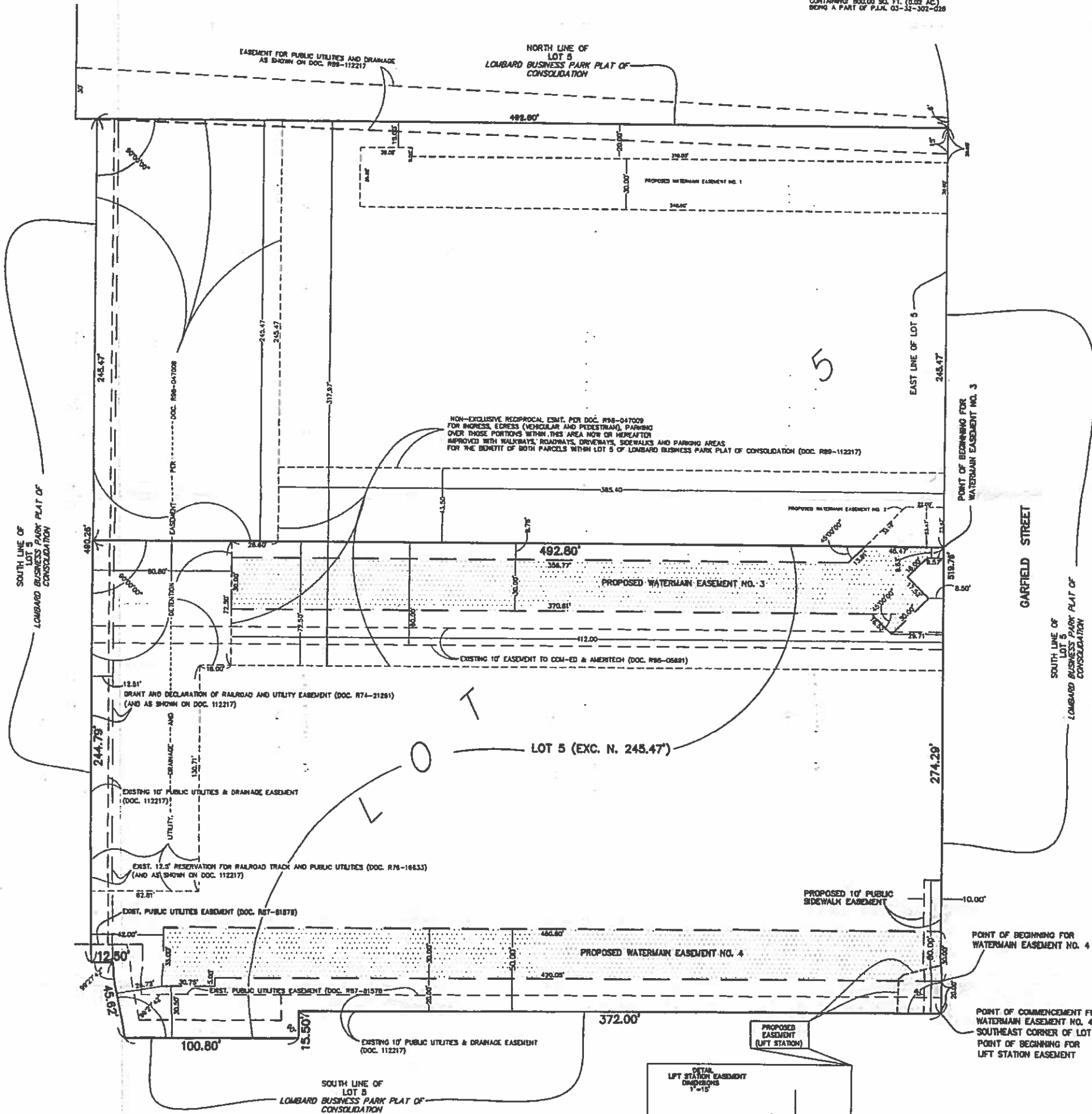
CONTAINING: 12,907.27 SQ. FT. (0.29 AC.)  
BEING A PART OF P.L.M. 03-32-302-028

**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 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 BEGGING AT THE SOUTHWEST 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, 450.00 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED LINE 35.00 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.00 FEET; THENCE EASTERLY ALONG A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SUBJECT PARCEL, 420.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: 13,877.74 SQ. FT. (0.31 AC.)  
BEING A PART OF P.L.M. 03-32-302-028

**LEGAL DESCRIPTION OF PUBLIC SIDEWALK EASEMENT**  
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.

CONTAINING: 800.00 SQ. FT. (0.02 AC.)  
BEING A PART OF P.L.M. 03-32-302-028



BASE SCALE: 1 INCH = 30 FEET  
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF  
ORDERED BY: VILLAGE OF LOMBARD (DEPT. PUB. WKS.)  
DRAWN BY: VAF  
CHECKED BY: JFD  
SURVEYED BY: JG

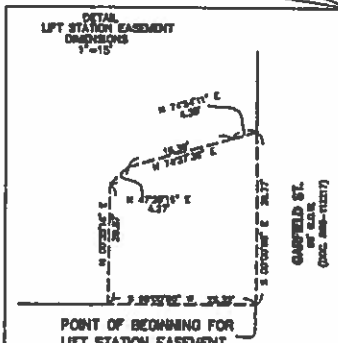
COMPARE ALL POINTS BEFORE BUILDING WITH SAME AND AT ONCE REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT DEED, CONTRACT AND ZONING ORDINANCE.

ORDER NO. 11-20272-13  
(PROP. M.L. EMBL. 3. PAR.)

**NOTE:**  
EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO EXISTING IMPROVEMENTS ARE SHOWN ON THIS EXHIBIT  
REFER TO LOMBARD BUSINESS PARK PLAT OF CONSOLIDATION, DOC. R89-112217 FOR EXISTING BUILDING LINES NOT SHOWN HEREON.

BASES OF CONFIGURATION FOR PROPOSED WATERMAIN EASEMENTS:  
PAVING AND UTILITY PLAN BY MADCO CONSULTANTS, INC. PROJECT NO. 548, DWG. NO. 3 OF 5, DATED 12-15-97, FILE NO. 14-8-1



DATED: OCTOBER 23, A.D. 2013

BY: *[Signature]*  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925  
MY LICENSE EXPIRES NOVEMBER 30, 2014  
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870