

(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 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 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

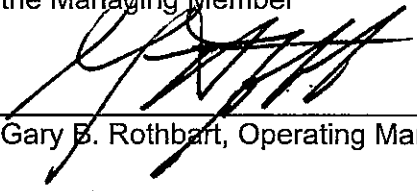
for damages of any kind which may arise out of the acts or omissions of the Grantee, or its officers, agents, employees or contractors, and relating to the Grantee's use of the easement area set forth in Section 1. above.

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


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

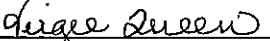
By: 
Gary B. Rothbart, Operating Manager

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.

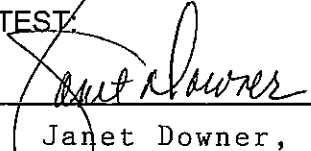
MTL Insurance Company

By: 
Name: Donald R. Skube
Title: Director, Commercial Mortgage Investment

ATTEST: 
Name: Virgie Queen
Title: Department Assistant

Accepted by the Village of Lombard, DuPage County, Illinois,
this 6th day of March, 2014.

By: 
Keith Giagnorio, Village President

ATTEST:

Janet Downer, Deputy Village Clerk

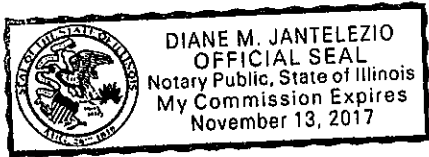
STATE OF ILLINOIS
COUNTY OF DuPAGE

) 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.

2014 GIVEN under my hand and Notary Seal, this 16th 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 A. Stove and Virgie Queen, 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.



Lisa Mensing
Notary Public

Exhibit A

Depiction of the Easement Area

(attached)

