



0322418003

Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
Date: 08/12/2003 10:22 AM Pg: 1 of 12

Prepared by and after recording
Return To:

Kevin P. Breslin
Katz Randall Weinberg & Richmond
333 W. Wacker Drive, Suite 1800
Chicago, IL 60606
KRWR File No. 09528.02700

GRANT OF SEWER EASEMENT AGREEMENT
[Association Sewer]

THIS GRANT OF SEWER EASEMENT AGREEMENT ("Agreement") is made as of the 10th day of July, 2003, by and between **CHICAGO MANUFACTURING CAMPUS, LLC**, a Delaware limited liability company (hereinafter referred to as the "Grantor") and **CHICAGO MANUFACTURING CAMPUS PROPERTY OWNERS' ASSOCIATION**, an Illinois not-for-profit corporation (hereinafter referred to as the "Grantee").

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WITNESSES:

WHEREAS, the Grantor is the owner of certain land located in the City of Chicago, County of Cook, State of Illinois legally described in the attached Exhibit A (the "Easement Area").

WHEREAS, the Grantor has, by Quitclaim Bill of Sale, transferred and conveyed to Grantee a certain sanitary sewer, lift stations and other appurtenances located within the Easement Area, as same may from time-to-time be repaired or replaced (collectively, the "Facilities").

WHEREAS, the Grantor is desirous of granting to Grantee a non-exclusive easement to permit Grantee to own, operate, use, repair and replace the Facilities on and under the Easement Area, subject to certain requirements herein set forth.

Therefore, the parties hereto agree as follows:

1. **Grant of Easement.** The Grantor hereby grants to Grantee a perpetual non-exclusive right, privilege and easement to own, operate, use, repair and replace the Facilities on and under the Easement Area, and a right of access on and under the Easement Area for purposes of accessing the Facilities, all being subject to certain requirements herein set forth.

Box 333

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2. **Grantee Use.** With respect to its use of the Facilities and the Easement Area, Grantee shall at all times comply with: (i) the Discharge Authorization number 01-CH-11 approved for issuance by the Chief Engineer on February 6, 2002 and issued to CenterPoint Properties Trust by the Metropolitan Water Reclamation District of Greater Chicago, or any agency or unit of government which may hereafter assume such functions (the "District"), or any future replacement permit or authorization issued by the District (all being collectively called the "Permit"), with respect to the sanitary and waste water discharges received by or conveyed through the Facilities. Grantee shall at all times keep and maintain in full force and effect a Permit and shall otherwise and at all times comply with all applicable laws, rules, regulations and orders governing the sanitary and waste water discharges received by or conveyed through the Facilities. Notwithstanding the foregoing, Grantee shall not be responsible for sanitary and waste water discharges which enter the Facilities pursuant to that certain Sewer Easement Agreement [Shared Sewer] by and between Grantee and PVS Chemical Solutions, Inc. dated of even date herewith (the "Shared Sewer Easement Agreement") having been recorded in Cook County, Illinois on or about the date of the recording of this Agreement.

3. **Repair and Maintenance.** The parties agree that the Grantee shall, at its sole cost and expense, be solely liable and responsible to operate, maintain, repair and replace the Facilities. Notwithstanding the foregoing, Grantee retains such rights to collect portions of the cost of the foregoing pursuant to the Shared Sewer Easement Agreement.

4. **Reservations by Grantor.** The Grantor, and the owner(s) from time-to-time of the Easement Area, shall have the right: (a) to locate other utilities in the Easement Area; (b) to use the surface area of the Easement Area for any purpose whatsoever, other than construction of a building on the Easement Area, so long as such use does not materially interfere with the operation, maintenance or repair of the Facilities (the use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping shall be deemed not to materially interfere with the operation, maintenance or repair of the Facilities); and (c) to relocate, at its expense, the Facilities from time to time, so long as the new easement provides substantially the same use and benefits to Grantee as the easement being replaced. If the Facilities are relocated by the Grantor, then the Grantor shall grant to Grantee a new easement substituting the new easement area to which the Facilities are relocated for the prior Easement Area, and Grantee will release the existing easement.

5. **Insurance and Indemnity.** Grantee shall indemnify Grantor, and the owner(s) from time-to-time of the Easement Area, and each of their respective agents, affiliates, employees, officers, directors, members, managers, invitees, lessees, and all their respective successors and assigns, harmless from and against any and all loss, liability, damages, claims or causes of action arising out of related to (i) Grantee's use of the Facilities; and (ii) entry upon Easement Area, the Facilities or any other Grantor property by Grantee, its employees, contractors and agents. Grantee shall maintain and cause its contractors to maintain commercial general liability insurance in an amount no less than \$5,000,000.00, naming the Grantor, and the owner(s) from time-to-time of the Easement Area, as additional insured parties thereunder.

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6. **Binding on Successors.** This Agreement shall run with the land and be binding upon the parties hereto and their respective successors and assigns.

7. **Severability.** If any clause, phrase, sentence, condition or other portion of this Agreement shall be or become invalid, null or void for any reason or shall be held by any court of competent jurisdiction to be so, the remaining portion of the Agreement shall not be affected thereby and such remaining portions shall remain in full force and effect.

8. **Notices.** Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly served when personally delivered or upon deposit in the United States Mail, postage prepaid and properly addressed, to the parties at the following addresses (or to such other addresses or parties as may directed, by written notice in accordance herewith):

Grantor: Chicago Manufacturing Campus, LLC
c/o CenterPoint Realty Services Corporation
1808 Swift Drive
Oak Brook, Illinois 60523

Grantee: Chicago Manufacturing Campus Property Owners' Association
c/o CenterPoint Realty Services Corporation
1808 Swift Drive
Oak Brook, Illinois 60523

9. **Governing Law.** This Agreement shall be interpreted, applied and enforced in accordance with the laws of the State of Illinois.

10. **Captions.** The captions contained in this Agreement are for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions thereof.

11. **Grammatical Changes.** Wherever appropriate in this Agreement, the singular shall include the plural and the plural the singular.

12. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Facilities or Easement Area to the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

13. **Third Party Beneficiary Rights.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise specifically provided herein.


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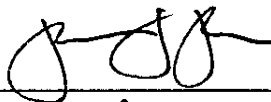
14. **Amendments.** This Agreement may be amended only by a written instrument signed by all of the owners of the Easement Area and the Grantee, and duly recorded against the Easement Area.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR:


CHICAGO MANUFACTURING CAMPUS, LLC,
a Delaware limited liability company

By: 
Name: EDWARD HARRINGTON
Title: VICE PRESIDENT

By: 
Name: Michael M. Mullen
Title: Vice President

GRANTEE:

**CHICAGO MANUFACTURING CAMPUS
PROPERTY OWNERS' ASSOCIATION,** an
Illinois not-for-profit corporation

By: 
Name: J. Michael Bonet
Title: President

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EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

[See next 5 pages for description]

Common Address: Located along the North line of proposed Lot 4 in Chicago Manufacturing Campus Subdivision West of 126th and vacated Brandon Avenue and continuing along the West and North line of proposed Lot 7 between vacated Brandon Avenue and South Burley Avenue and across the North line of proposed Lot 8 and South along the West line of proposed Lot 9, which lots are North of 126th, Chicago, Illinois

P.I.N.s 26-30-200-012
26-30-500-006
23-30-201-003 and 007

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THE FOLLOWING DESCRIBED REAL ESTATE, AS SHOWN ON EXHIBIT "A", PREPARED ON NOVEMBER 18, 2002 BY SPACECO INC. UNDER FILENAME 68LOT7-8-9SANEXH-A, AND ATTACHED HERETO, SAID EASEMENT BEING A 15 FOOT STRIP OF LAND IN THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID FRACTIONAL QUARTER; THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID FRACTIONAL QUARTER 832.00 FEET TO THE WEST LINE OF THE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY PER DOCUMENT 2907147 SAID LINE ALSO BEING THE EAST LINE OF THE WEST 832 FEET OF SAID FRACTIONAL QUARTER; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG LAST DESCRIBED LINE 693.81 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, 135.35 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE SOUTH 00 DEGREES 17 MINUTES 50 SECONDS WEST, 80.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 17 MINUTES 50 SECONDS EAST, 336.21 FEET; THENCE NORTH 06 DEGREES 53 MINUTES 49 SECONDS EAST, 260.50 FEET TO A LINE BEING 7.50 FEET SOUTHEASTERLY OF (AS MEASURED AT RIGHT ANGLES) TO THE WEST LINE OF VACATED BRANDON AVENUE PER DOCUMENT 6351917; THENCE NORTH 16 DEGREES 35 MINUTES 20 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 403.72 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 48 SECONDS EAST, 31.96 FEET TO A LINE BEING 22.50 FEET SOUTH OF A LINE BEING 883 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID FRACTIONAL QUARTER; THENCE SOUTH 89 DEGREES 58 MINUTES 03 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 35.31 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT B"; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 03 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 941.73 FEET; THENCE SOUTH 42 DEGREES 49 MINUTES 20 SECONDS EAST 24.17 FEET; THENCE SOUTH 04 DEGREES 20 MINUTES 19 SECONDS WEST, 711.37 FEET; THENCE SOUTH 35 DEGREES 41 MINUTES 05 SECONDS EAST, 66.65 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT C" AND FOR THE POINT OF TERMINUS (THE SIDE LINES OF SAID EASEMENT ARE PROLONGED OR SHORTENED TO TERMINATE ON THE NORTH LINE OF THE FOLLOWING EASEMENT AREA), TOGETHER WITH THAT PART OF SAID NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, FOR EASEMENT PURPOSES HEREIN DESCRIBED, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE AFORESAID "POINT C"; THENCE SOUTH 85 DEGREES 39 MINUTES 41 SECONDS EAST, 35.21 FEET; THENCE SOUTH 04 DEGREES 20 MINUTES 19 SECONDS WEST, 32.00 FEET; THENCE NORTH 85 DEGREES 39 MINUTES 41 SECONDS WEST, 45.00 FEET; NORTH 04 DEGREES 20 MINUTES 19 SECONDS EAST, 32.00 FEET; THENCE SOUTH 85 DEGREES 39 MINUTES 41 SECONDS EAST, 9.79 FEET TO THE POINT OF BEGINNING; ALSO TOGETHER WITH A 15 FOOT STRIP OF LAND FOR EASEMENT PURPOSES HEREIN DESCRIBED, IN THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE AFORESAID "POINT A"; THENCE SOUTH 86 DEGREES 40 MINUTES 01 SECONDS EAST, 42.96 FEET TO A POINT OF TERMINUS; ALSO TOGETHER WITH A 15 FOOT STRIP OF LAND FOR EASEMENT PURPOSES HEREIN DESCRIBED, IN THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 7.50

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FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE AFORESAID "POINT B"; THENCE NORTH 15 DEGREES 38 MINUTES 09 SECONDS EAST, 23.36 FEET TO A POINT OF TERMINUS ON THE AFOREMENTIONED LINE BEING 883 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID FRACTIONAL QUARTER, ALL IN COOK COUNTY, ILLINOIS.

PREPARED BY: SPACECO, INC.
DATED: NOVEMBER 20, 2002

Property of Cook County Clerk's Office

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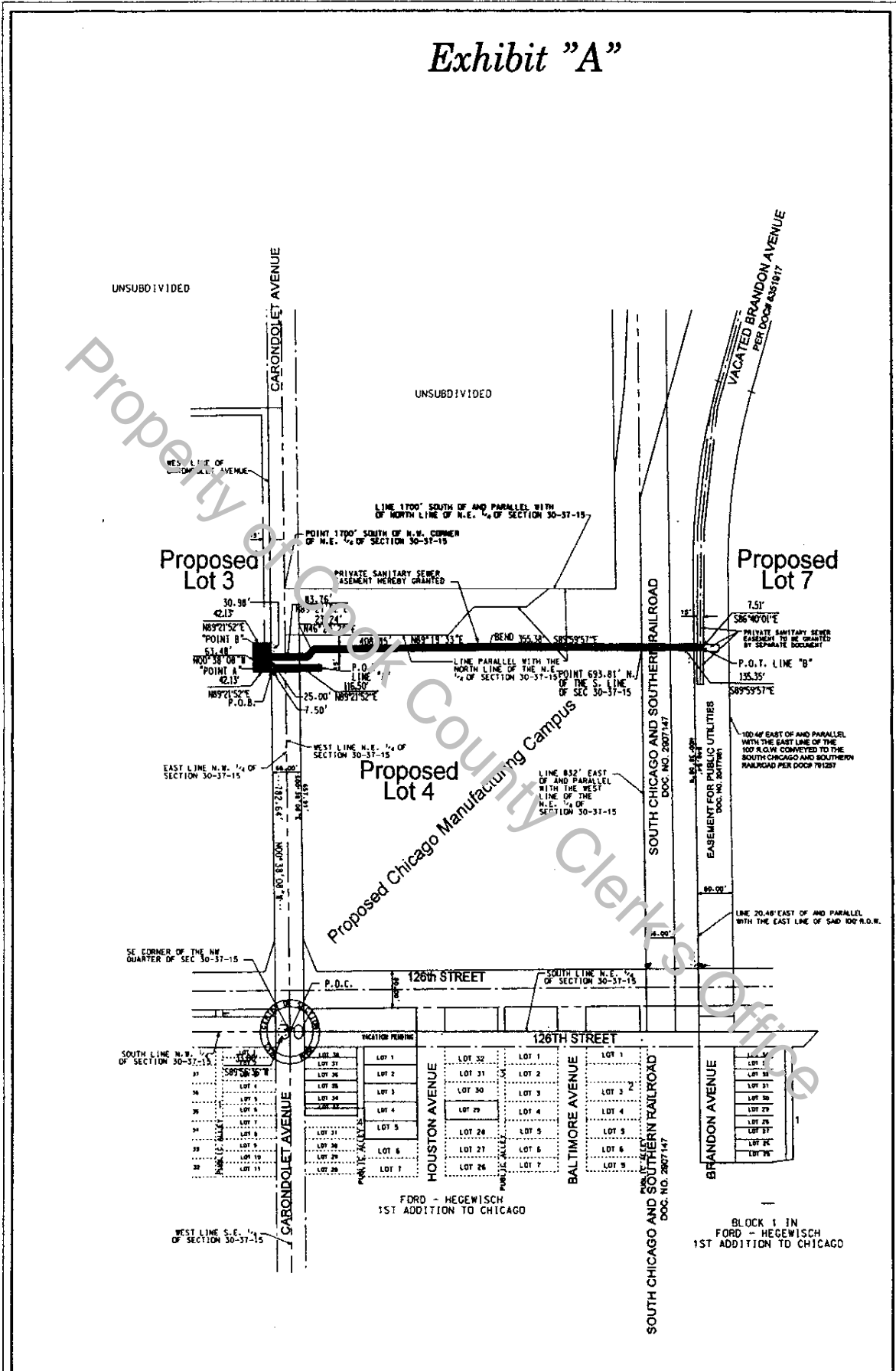
THE FOLLOWING DESCRIBED REAL ESTATE, AS SHOWN ON EXHIBIT "A", PREPARED ON NOVEMBER 18, 2002 BY SPACECO INC. UNDER FILENAME 68LOT3-4-7SANEXH-A, AND ATTACHED HERETO, SAID EASEMENT BEING THAT PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 30; THENCE SOUTH 89 DEGREES 55 MINUTES 36 SECONDS WEST, ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID NORTHWEST QUARTER, 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF CARONDOLET AVENUE EXTENDED SOUTHERLY; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, 782.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, 7.50 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE CONTINUING NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, 25.00 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT B"; THENCE CONTINUING NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, 30.98; THENCE SOUTH 89 DEGREES 21 MINUTES 52 SECONDS WEST, 42.13 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 08 SECONDS EAST, 63.48 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 52 SECONDS EAST, 42.13 FEET TO THE POINT OF BEGINNING; TOGETHER WITH A 15 FOOT STRIP OF LAND FOR EASEMENT PURPOSES HEREIN DESCRIBED, IN THAT PART OF THE NORTH 1/2 OF SAID SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT AFORESAID POINT "A" ON THE WEST RIGHT OF WAY LINE OF CARONDOLET AVENUE; THENCE NORTH 89 DEGREES 21 MINUTES 52 SECONDS EAST, 116.50 FEET; TO THE POINT OF TERMINUS; ALSO TOGETHER WITH A 15 FOOT STRIP OF LAND FOR EASEMENT PURPOSES HEREIN DESCRIBED, IN THAT PART OF THE NORTH 1/2 OF SAID SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT AFORESAID POINT "B" ON THE WEST RIGHT OF WAY LINE OF CARONDOLET AVENUE; THENCE NORTH 89 DEGREES 21 MINUTES 52 SECONDS EAST, 83.76 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 28 SECONDS EAST, 23.24 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 33 SECONDS EAST, 408.83 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, 355.38 FEET TO A POINT BEING 693.81 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 30 AS MEASURED ALONG THE WEST LINE OF THE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY PER DOCUMENT 2907147, SAID LINE ALSO BEING THE EAST LINE OF THE WEST 332 FEET OF THE FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 30; THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, 135.35 FEET; THENCE SOUTH 86 DEGREES 40 MINUTES 01 SECONDS EAST, 7.51 FEET TO THE POINT OF TERMINUS, ALL IN COOK COUNTY, ILLINOIS.

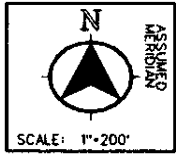
PREPARED BY: SPACECO, INC.
 DATED: NOVEMBER 20, 2002

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Exhibit "A"



REVISIONS:



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

DATE:	11/18/02
JOB NO:	3068
FILENAME:	68LOT3-4-7SANEXH-A

9575 W. Higgins Road, Suite 700,
 Rosemont, Illinois 60018
 Phone: (847) 696-4060 Fax: (847) 696-4065