

# UNOFFICIAL COPY



Doc# 2209125044 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/01/2022 12:04 PM PG: 1 OF 15

This document was prepared by  
and after recording return to:

Gerald P. Callaghan  
O'Donnell Callaghan LLC  
28045 N. Ashley Circle, Ste. 101  
Libertyville, Illinois 60048

(The above space for Recorder's use)

## DRAINAGE EASEMENT AGREEMENT

**THIS DRAINAGE EASEMENT AGREEMENT** (the "Agreement") is dated as of this 7th day of February, 2022, and is made by and between Bridge Point Elk Grove Village 150, LLC, a Delaware limited liability company (the "Grantee") and SFG ISF TP Elk Grove, LLC, a Delaware limited liability company (the "Grantor").

### RECITALS

A. Grantee is the legal owner of record of certain real property which real property is legally described in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof (the "Grantee Property").

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P 10  
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INT 14

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B. Grantor is the legal owner of record of certain real property which real property is legally described in Exhibit B, attached hereto and by this reference incorporated herein and made a part hereof (the "Grantor Property").

C. Grantee desires to discharge and convey stormwater from the Grantee Property onto the portion of the Grantor Property that is legally described on Exhibit C.1 attached hereto and incorporated herein by this reference, and that is further identified and depicted on Exhibit C.2 attached hereto and incorporated herein by this reference, the same, collectively, being hereinafter referred to as the "Easement Premises."

D. Grantor desires to grant an easement to Grantee, in, upon, over, under, through, along, and across the Easement Premises, for the purpose of constructing, installing, and maintaining a stormwater drainage improvements, in accordance with and subject to the terms and conditions further set forth herein.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth herein and other good and valuable consideration paid by the Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, the Grantee and Grantor hereby enter into the following:

## **DRAINAGE EASEMENT AGREEMENT**

**Section 1: Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement as substantive provisions hereof.

**Section 2: Grant of Easement.** Grantor hereby grants, conveys, warrants and dedicates to the Grantee, its successors and assigns, for the benefit of the Grantee

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Property a perpetual nonexclusive easement to install, inspect, survey, construct, reconstruct, lay, use, own, operate, drain, maintain, test, repair, replace, enlarge, renew, alter and remove (collectively, "Installation") stormwater management and drainage facilities, which shall include, but not be limited to, storm sewers, drains, manholes, inlets, collectors, rip rap, grates, catch basins, boxes, valves, connections, culverts, pipes, outlets, ditches and conduits of such size, material, and number, and with such equipment, attachments, appurtenances thereto as the Grantee may deem reasonably necessary or desirable for its needs (collectively, the "Facilities"), subject to the terms and conditions hereinafter set forth, in, upon, over, under, through, along, and across Easement Premises, together with all reasonable rights of ingress and egress in, upon, over, through, along, and across the Grantor Property.

**Section 3: Installation.** Grantee agrees that the installation of the Facilities shall be done and completed: (i) in a good, workmanlike, and safe manner, all at the sole expense of Grantee; (ii) free of any liens for labor and materials against the Easement Premises or other contiguous land of Grantor or its successor, and (iii) in compliance with all applicable laws and regulations. Grantee further agree that, except for Grantee's right to access the Grantor Property to complete any Installation, Grantee shall not be permitted to access the Grantor Property to stage equipment or materials, or for any other construction activities not directly related to any Installation.

**Section 4: Restoration.** Upon completion of any Installation of the Facilities by Grantee, its authorized agents, servants, employees, or contractors, Grantee agrees to restore the Easement Premises to its condition prior to such Installation.

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**Section 5: Hold Harmless.** Grantee agrees to indemnify, defend, and save and hold Grantor harmless from any and all claims, losses, injuries, costs, damages, and liabilities arising out of or in connection with the conduct of all activities performed by Grantee or caused to be performed by Grantee upon the Easement Premises.

**Section 6: No Representations or Warranties.** EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT THE EASEMENT AND EASEMENT PREMISES ARE BEING CONVEYED HEREUNDER "AS IS, WHERE IS" AND WITH ANY AND ALL FAULTS AND LATENT AND PATENT DEFECTS WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY BY GRANTOR. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, GRANTOR HAS NOT MADE AND DOES NOT MAKE AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EASEMENT AND EASEMENT PREMISES, THEIR CONDITION (INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING QUALITY OF CONSTRUCTION, STATE OF REPAIR, WORKMANSHIP, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), THEIR COMPLIANCE WITH ENVIRONMENTAL LAWS OR OTHER LAWS, THEIR ENVIRONMENTAL CONDITION, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE EASEMENT, AND GRANTOR HEREBY DISCLAIMS AND RENOUNCES ANY OTHER REPRESENTATION OR WARRANTY.

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**Section 7: Reservation of Rights.** Grantor hereby reserves the right to use the Easement Premises in any manner that will not prevent or unreasonably impair the reasonable exercise by Grantee of the rights granted hereunder. Notwithstanding the foregoing sentence, no permanent vertical structures, such as buildings and fences, shall be installed within the Easements Premises.

**Section 8: Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person and receipted for on a business day at the address set forth below; (2) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (3) when delivered to the address listed below by any courier service; or (4) on the date of transmission, if transmitted by electronic mail at the email address listed below, or by telecopier at the telecopier number listed below, and deposited in the U.S. mail on the same day for delivery to the address listed below.

To Grantor: SFG ISF TP Elk Grove, LLC  
C/o Stonemont Financial  
3280 Peachtree Road NE, Suite 2770  
Atlanta, GA 30305  
Email:

To Grantee: Bridge Point Elk Grove Village 150, LLC  
c/o Mark Houser  
9525 W. Bryn Mawr Ave., Suite 700  
Rosemont, IL 60018  
Email: mhouser@bridgeindustrial.com

By notice complying with the requirements of this Section, each party shall have the right to change the addressee, the address of the addressee, or both, for all future notices and

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communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

**Section 9: Covenants Running with the Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Easement Premises and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective agents, grantees, successors, assigns, licensees, and invitees, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under any of them.

**Section 10: Assignment of Rights.** Grantor and Grantee may not assign their rights or delegate their duties under this Agreement, in whole or in part, without the consent of the other party, except to such parties who acquire their interest in the Easement Premises. Upon assignment of its rights and delegation of its duties under this Agreement, such party shall no longer be subject to the obligations of this Agreement.

**Section 11: Amendment.** This Agreement may be modified, amended, or annulled only by the written agreement of the Grantor and Grantee.

**Section 13: Survival.** All representations and warranties contained herein shall survive the execution of this Agreement and the recordation thereof and shall not be merged. The terms and conditions of Section 5 shall survive the termination of this Agreement.

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IN WITNESS WHEREOF, Grantee and Grantor hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

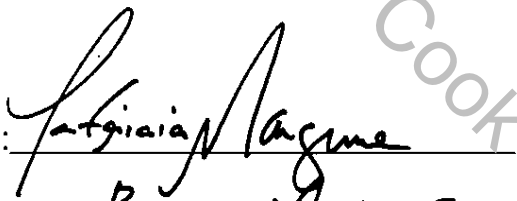
**GRANTEE:**

**Bridge Point Elk Grove Village 150, LLC**

By: 

Its: SENIOR VICE PRESIDENT

**ATTEST:**

By: 

Name: PATRICIA MANGUNE

Property of Cook County Clerk's Office

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LAKE     )

I, Katie Stanton, a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that Mack Houzer and  
\_\_\_\_\_ personally known to me to be the same person(s) whose  
name(s) is/are subscribed to the foregoing instrument, appeared before me this day and  
acknowledged that he/she/they signed and delivered said instrument as his/her/their free  
and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 7<sup>th</sup> day of February,  
2022.

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

My commission expires: 12-2-2023

(SEAL)






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**GRANTOR:**


**SFG ISF TP ELK GROVE, LLC, a**  
Delaware limited liability company

By: 

Name: **Ryan Meehan**

Title: **Vice President**

**ATTEST:**

By: 

Name: **Nick Mann**

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**COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387**

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STATE OF Georgia )  
COUNTY OF Cobb ) SS

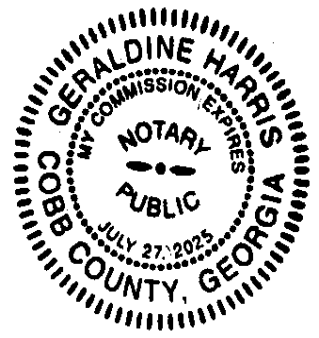
I, Geraldine Harris, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ryan Meehan, Vice President personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day and acknowledged that he/she/they signed and delivered said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 31 day of January, 2022.

Geraldine Harris  
Notary Public

My commission expires: 7-27-25

(SEAL)



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## EXHIBIT A

### LEGAL DESCRIPTION OF GRANTEE PROPERTY

#### PARCEL 1:

LOT 9 IN THE PARK AT NORTHWEST POINT, BEING A SUBDIVISION OF PARTS OF SECTIONS 15, 16, 21 AND 22 ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPT THAT PART OF LOT 9 DESCRIBED AS FOLLOWS:

THAT PART OF LOT 9 IN THE PARK AT NORTHWEST POINT, A RESUBDIVISION OF PART OF LOT 3 IN THE DIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 9 AFORESAID; THENCE NORTH ALONG THE EAST LINE THEREOF 20.0 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE THEREOF 20.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE THEREOF 20.0 FEET TO THE SOUTH LINE; THENCE EAST ALONG THE SOUTH LINE 20.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

AND ALSO EXCEPTING,

THAT PART OF LOT 9 IN THE PARK AT NORTHWEST POINT, A RESUBDIVISION OF PART OF LOT 3 IN THE DIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 9 AFORESAID; THENCE WEST ALONG THE SOUTH LINE 20.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG SAID SOUTH LINE 60.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE THEREOF 10.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE THEREOF 60.0 FEET; THENCE SOUTH 10.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Address: 150 Northwest Point Blvd., Elk Grove Village, IL 60007

PIN: 08-21-202-084-0000

#### PARCEL 2:

LOT 17 IN HIGGIN'S ROAD COMMERCIAL SUBDIVISION UNIT NO. 14, A RESUBDIVISION OF PART OF LOT 1 IN SCHARRINGHAUSEN'S SUBDIVISION OF THE NORTH 50 ACRES OF THE S 1/2 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST AND PART OF THE NORTH 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 500 Bennett Rd., Elk Grove Village, IL 60007

PIN: 08-21-202-024-0000

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## EXHIBIT A (CONTINUED)

### PARCEL 3:

LOT 18 IN HIGGIN'S ROAD COMMERCIAL SUBDIVISION UNIT NO. 14, BEING A RESUBDIVISION OF PART OF LOT 1 IN SCHARRINGHAUSEN'S SUBDIVISION OF THE NORTH 50 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, AND PART OF THE NORTH 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 490 Bennett Rd., Elk Grove Village, IL 60007

PIN: 08-21-202-023-0000

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## EXHIBIT B

### LEGAL DESCRIPTION OF GRANTOR PROPERTY

LOT 1 IN I.B.T. CO.'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 21 AND IN THE WEST 1/2 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 30, 1982 AS DOCUMENT NUMBER 26367390 IN COOK COUNTY, ILLINOIS.

Address: 360 King St., Elk Grove Village, IL 60007

PIN: 08-22-102-235-0000

Property of Cook County Clerk's Office

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## EXHIBIT C.1

### LEGAL DESCRIPTION OF THE EASEMENT PREMISES

THAT PART OF LOT 1 IN I.B.T. CO.'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 21 AND IN THE WEST 1/2 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 30, 1982 AS DOCUMENT NUMBER 26367390 IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

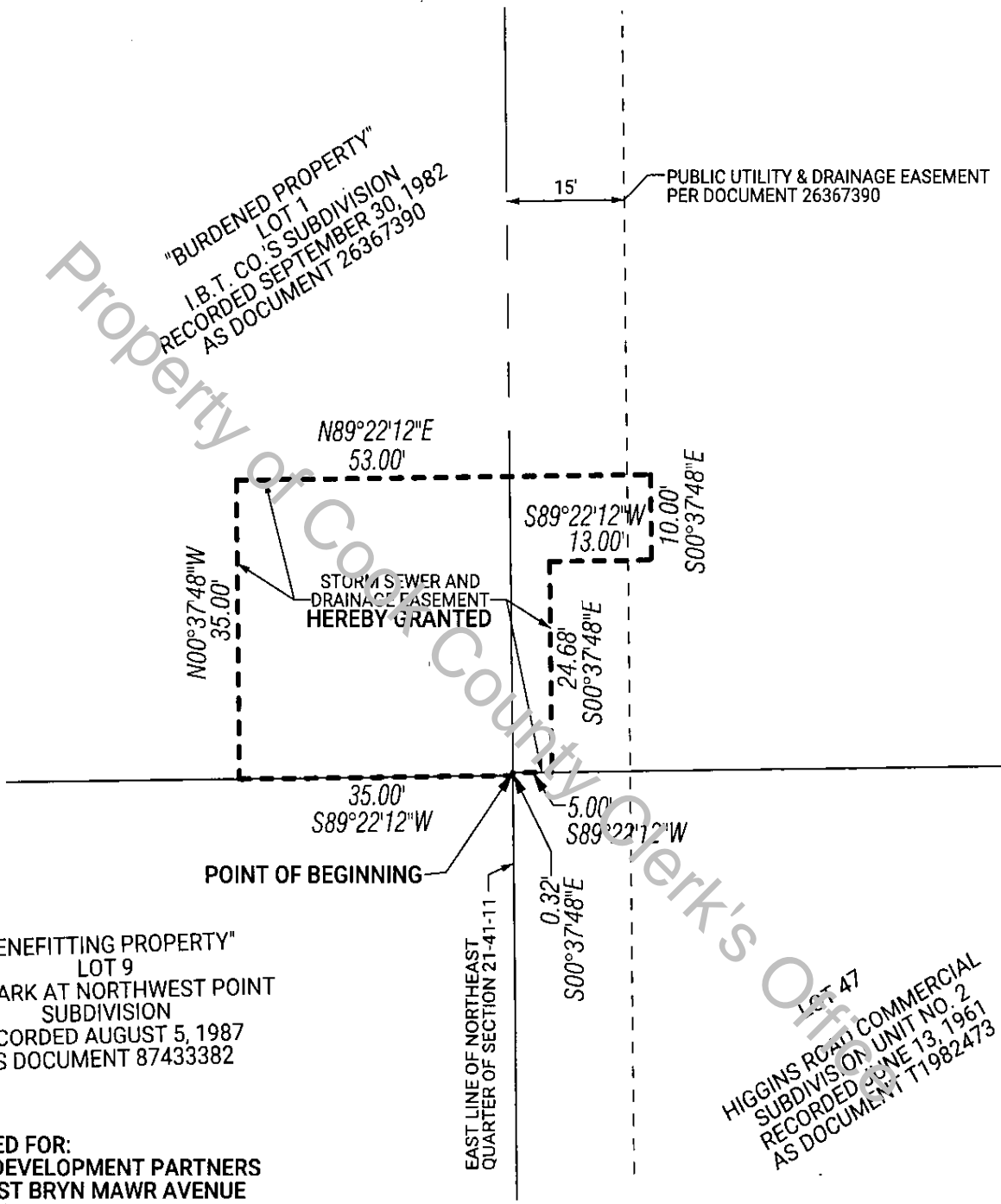
BEGINNING AT THE NORTHWEST CORNER OF LOT 47 IN HIGGINS ROAD COMMERCIAL SUBDIVISION UNIT NO. 2 RECORDED JUNE 13, 1961 AS DOCUMENT T1982473, ALSO BEING A CORNER OF SAID LOT 1 LOCATED ALONG SOUTH LINE THEREOF; THENCE SOUTH 00 DEGREES 37 MINUTES 48 SECONDS EAST, ALONG WEST LINE OF SAID LOT 47, A DISTANCE OF 0.32 FEET TO A CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 22 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 1, ALSO BEING THE NORTH LINE OF LOT 9 THE PARK AT NORTHWEST POINT SUBDIVISION, RECORDED AUGUST 5, 1987 AS DOCUMENT 87433382, A DISTANCE OF 35.00 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 48 SECONDS WEST, A DISTANCE OF 35.00 FEET TO A LINE 35.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE; THENCE NORTH 89 DEGREES 22 MINUTES 12 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 53.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 48 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 12 SECONDS WEST, A DISTANCE OF 13.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 48 SECONDS EAST, A DISTANCE OF 24.68 FEET TO THE SOUTH LINE OF SAID LOT 1, ALSO BEING THE NORTH LINE OF SAID LOT 47; THENCE SOUTH 89 DEGREES 22 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address: 360 King St., Elk Grove Village, IL 60007

PIN: 08-22-102-235-0000

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## EXHIBIT C.2



PREPARED FOR:  
 BRIDGE DEVELOPMENT PARTNERS  
 9525 WEST BRYN MAWR AVENUE  
 SUITE 700  
 ROSEMONT, IL 60018



**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

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

REVISIONS:

SCALE: 1"=20'

DATE: 02/04/2022      FILENAME: 11718EASE-01      JOB NO: 11718