

Writer's Email Address:
robin@Santacruz-Associates.com
Writer's Direct Line:
847-868-9622

TRANSMITTAL MEMORANDUM

TO: Ying Miao
FROM: Robin G. Weber
RE: Route: Hill Ave
Section: over DuPage River
County: DuPage
Job No.: R-55-001-97

APR 18 2016

DATE: April 14, 2016

Enclosed please find:

Appraisals/Review Appraisals:

Parcels:

Please review and sign ___ copies and return same to us. Upon receipt, we will commence our negotiations.

Completed Parcel Files for your records.

Parcels:

Recorded Conveyance Documents. Should be added to the parcel files we previously sent you.

Parcels: 0001

Recorded releases. Should be added to the parcel files we previously sent you.

Parcels:

Title Insurance Policies. Should be added to the parcel files we previously sent you.

Parcels: 0001

Please contact me at 847-868-9622 or email at robin@Santacruz-Associates.com if you have any questions concerning the attached.



Fidelity National Title Insurance Company

POLICY NO.: 4475-I-MPS-2011DP-2508-2016.27306-95394839

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. *Title being vested other than as stated in Schedule A.*
2. *Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from*
 - (a) *A defect in the Title caused by*
 - (i) *forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;*
 - (ii) *failure of any person or Entity to have authorized a transfer or conveyance;*
 - (iii) *a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;*
 - (iv) *failure to perform those acts necessary to create a document by electronic means authorized by law;*
 - (v) *a document executed under a falsified, expired, or otherwise invalid power of attorney;*
 - (vi) *a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or*
 - (vii) *a defective judicial or administrative proceeding.*
 - (b) *The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.*
 - (c) *Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.*
3. *Unmarketable Title.*
4. *No right of access to and from the Land.*
5. *The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to*
 - (a) *the occupancy, use, or enjoyment of the Land;*
 - (b) *the character, dimensions, or location of any improvement erected on the Land;*
 - (c) *the subdivision of land; or*
 - (d) *environmental protection**if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.*
6. *An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.*
7. *The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.*
8. *Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.*
9. *Title being vested other than as stated Schedule A or being defective*
 - (a) *as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or*
 - (b) *because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records*
 - (i) *to be timely, or*
 - (ii) *to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.*



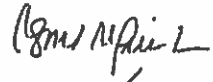

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company



By: 
ATTEST 
President
Secretary

Countersigned: 
Authorized Signatory
JOHN D AMMONS

4475IL MPS-2011DP-2508
Aurora Wheatland Companies, Incorporated
105 West Veterans Parkway
Yorkville, IL 60560
Tel: (630) 892-2323
Fax: (630) 892-2390

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Prepared For:

Santacruz Land Acquisitions
2650 Valor Drive
Glenview, IL 60026

Effective Date of Policy: February 23, 2016

WTG File Number: MPS-2011DP-2508.0
Effective Date: February 23, 2016
Section: 12
Township: 39N
Range: 10E
County: Du Page

Customer Reference(s):

Project: Hill Ave Bridge
Parcel: 0001

Tax Parcel Number(s):05-12-405-001(pt) and 05-12-405-004 through 017(pts)

Prior Title: Glen Oak Industrial Park Condominium Association, on behalf of the unit owners as their interests may appear

-- FOR OFFICE USE ONLY

Policy Number: 27306-95394839
Effective Date: February 23, 2016
WTG Number: MPS-2011DP-2508.0

03/04/2016

WTG File Number: MPS-2011DP-2508.0
Prior Title: Glen Oak Industrial Park Condominium Association, on
behalf of the unit owners as their interests may appear
Project: Hill Ave Bridge
Parcel: 0001

FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER FORM
-Schedule A-

Policy Number: 27306-95394839
Effective Date: February 23, 2016

Amount of insurance: \$6,550.00

1. Name Insured:

Village of Lombard

2. The estate or interest in the land described herein and which is covered by this policy is, at the effective date hereof, vested in the name insured and is A Grant of Permanent Easement

3. The land referred to in this policy is described as follows:

See Attached Page 2 of Schedule A

Please refer all inquiries to John D. Ammons at (630) 892-2323.

Wheatland Title Guaranty Co. By



ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

WTG File Number: MPS-2011DP-2508.0
Prior Title: Glen Oak Industrial Park Condominium Association, on
behalf of the unit owners as their interests may appear
Project: Hill Ave Bridge
Parcel: 0001

FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER FORM
-Schedule A-

Policy Number: 27306-95394839

LEGAL DESCRIPTION

ALL THOSE PORTIONS OF THE COMMON ELEMENTS AS SET FORTH AND CREATED BY THE DECLARATION OF CONDOMINIUM OWNERSHIP (AND DELINEATED ON A SURVEY ATTACHED THERETO) RECORDED FEBRUARY 15, 2012 AS DOCUMENT R2012-020891 AND THE FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED DECEMBER 31, 2012 AS DOCUMENT R2012-185769 (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID DECLARATION AND AMENDMENT) LOCATED WITHIN THE FOLLOWING DESCRIBED PARCEL: THAT PART OF LOTS 8, 9, 11, AND 12 (TAKEN AS A TRACT), IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD INTERSECTS THE CENTER LINE OF HILL AVENUE (AS NOW PLATTED AND RECORDED); THENCE NORTH 49 DEGREES 33 MINUTES EAST (MEASURED NORTH 48 DEGREES 37 MINUTES 41 SECONDS EAST), ALONG SAID CENTER LINE OF HILL AVENUE, 627.70 FEET FOR A PLACE OF BEGINNING OF SAID CONDOMINIUM TRACT; THENCE CONTINUING NORTHEASTERLY, ALONG SAID CENTERLINE OF HILL AVENUE, TO THE CENTERLINE OF THE EAST BRANCH OF THE DUPAGE RIVER (BEING THE EASTERLY LINE OF LOT 11, AFORESAID); THENCE SOUTHERLY, ALONG THE CENTER LINE OF SAID RIVER (BEING ALSO THE EASTERLY LINES OF LOTS 8 AND 11, AFORESAID), TO THE NORTH LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID RAILROAD, TO A POINT THAT IS 546.62 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE CENTERLINE OF HILL AVENUE; THENCE NORTH 08 DEGREES 12 MINUTES 56 SECONDS WEST ALONG THE EAST LINE AND THE EAST LINE EXTENDED SOUTHERLY OF A 60 BY 30 FOOT CELL TOWER LEASE SITE, 40.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LEASE SITE; THENCE SOUTH 81 DEGREES 47 MINUTES 04 SECONDS WEST, 19.50 FEET;

ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Job MPS -DP-2011-237

County Du Page

Section

Parcel 0001

Prior Title: Glen Oak Industrial Park Condominium
Association, on behalf of the unit owners as their
interests may appear

FIDELITY TITLE AND GUARANTY COMPANY
OWNER FORM
-Schedule A continued-

THENCE NORTH 08 DEGREES 12 MINUTES 56 SECONDS WEST, 53.65 FEET;
THENCE NORTH 28 DEGREES 49 MINUTES 17 SECONDS EAST, 62.65 FEET;
THENCE NORTH 09 DEGREES 34 MINUTES 15 SECONDS WEST, 145.73 FEET;
THENCE NORTH 41 DEGREES 22 MINUTES 19 SECONDS WEST, 64.44 FEET TO
THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF CONVEYED TO
NORTHERN ILLINOIS GAS COMPANY BY QUIT CLAIM DEED RECORDED
JULY 20, 1964, AS DOCUMENT R64-25774, DESCRIBED AS FOLLOWS: A STRIP
OF LAND IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39
NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN
ON PLAT RECORDED JUNE 6, 1879, AS DOCUMENT 26582, SAID STRIP OF
LAND BEING BOUNDED ON THE NORTH BY THE SOUTHERLY RIGHT-OF-
WAY LINE OF THE CHICAGO AND NORTH WESTERN RAILROAD AND
BOUNDED ON THE SOUTH BY THE NORTHERLY RIGHT-OF-WAY OF LINE OF
THE CHICAGO, AURORA AND ELGIN RAILWAY (NOW ABANDONED)
DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTHERLY
RIGHT-OF-WAY LINE OF SAID CHICAGO, AURORA AND ELGIN RAILWAY,
WHICH POINT IS 743.73 FEET WEST OF (MEASURED AT RIGHT ANGLES TO)
THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12;
THENCE NORTH 39 DEGREES 31 MINUTES 48 SECONDS WEST, ALONG A
FENCE AND SAID FENCE EXTENDED SOUTHEASTERLY, A DISTANCE OF
157.86 FEET; THENCE NORTH 12 DEGREES 16 MINUTES 48 SECONDS WEST,
ALONG A FENCE, A DISTANCE OF 453.41 FEET TO FENCE CORNER; THENCE
NORTH 06 DEGREES 22 MINUTES 45 SECONDS WEST, A DISTANCE OF 124.65
FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID CHICAGO AND NORTH
WESTERN RAILROAD; THENCE SOUTH 81 DEGREES 01 MINUTES 55
SECONDS WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE SAID
RAILROAD, A DISTANCE OF 42.89 FEET; THENCE SOUTH 12 DEGREES 16
MINUTES 48 SECONDS EAST, A DISTANCE OF 587.15 FEET; THENCE SOUTH
39 DEGREES 31 MINUTES 48 SECONDS EAST, A DISTANCE OF 146.97 FEET TO
THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CHICAGO, AURORA AND
ELGIN RAILWAY; THENCE NORTH 81 DEGREES 39 MINUTES 23 SECONDS
EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 35.07
FEET TO THE POINT OF BEGINNING), IN DUPAGE COUNTY, ILLINOIS,
AFORESAID PART OF LAND IS DESCRIBED AS FOLLOWS:

Job MPS -DP-2011-237
County Du Page
Section
Parcel 0001
Prior Title: Glen Oak Industrial Park Condominium
 Association, on behalf of the unit owners as their
 interests may appear

**FIDELITY TITLE AND GUARANTY COMPANY
OWNER FORM
-Schedule A continued-**

COMMENCING AT THE NORTHWEST CORNER OF UNIT 1 IN THE AFORESAID DECLARATION OF CONDOMINIUM OWNERSHIP AS DEPICTED ON THE SURVEY ATTACHED THERETO AND TITLED "CONDOMINIUM AREA PLAT OF SURVEY, GLEN OAK INDUSTRIAL PARK CONDOMINIUMS"; THENCE SOUTH 9 DEGREES 34 MINUTES 23 SECONDS EAST, 8.60 FEET ALONG THE WEST LINE OF SAID UNIT 1 TO THE WESTERLY LINE OF THE COMMON AREA, THENCE NORTH 41 DEGREES 22 MINUTES 27 SECONDS WEST, 31.44 FEET ALONG THE WESTERLY LINE OF SAID COMMON AREA TO THE SOUTHERLY LINE OF HILL AVENUE AS RESERVED IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP; THENCE NORTH 48 DEGREES 37 MINUTES 33 SECONDS EAST, 74.01 FEET ALONG SAID SOUTHERLY LINE; THENCE NORTH 48 DEGREES 27 MINUTES 33 SECONDS EAST, 133.71 FEET ALONG SAID SOUTHERLY LINE; THENCE NORTH 53 DEGREES 27 MINUTES 33 SECONDS EAST, 294.69 FEET ALONG SAID SOUTHERLY LINE; THENCE NORTH 64 DEGREES 45 MINUTES 33 SECONDS EAST, 92.93 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING; THENCE NORTH 64 DEGREES 45 MINUTES 33 SECONDS EAST, 44.02 FEET ALONG SAID SOUTHERLY TO THE CENTERLINE OF THE EAST BRANCH OF THE DUPAGE RIVER; THENCE SOUTH 11 DEGREES 09 MINUTES 05 SECONDS EAST, 13.61 FEET ALONG SAID CENTERLINE; THENCE SOUTH 64 DEGREES 48 MINUTES 01 SECONDS WEST, 40.66 FEET; THENCE NORTH 25 DEGREES 25 MINUTES 59 SECONDS WEST, 13.17 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 0.013 ACRES, MORE OR LESS. SITUATED IN THE COUNTY OF DUPAGE AND IN THE STATE OF ILLINOIS.

PERMANENT TAX NUMBER: 05-12-405-001(pt) and 05-12-405-004 through 017(pts)

WTG File Number: MPS-2011DP-2508.0
Previous TVI: Village of Lombard

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER FORM
-Schedule B-**

Policy Number: 27306-95394839

This policy does not insure against loss or damage by reason of the following exceptions:

STANDARD EXCEPTIONS

1. The lien of taxes the year 2015 and thereafter.
PERMANENT TAX NUMBER: 05-12-405-001(pt) and 05-12-405-004 through 017(pts)
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or any other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

1. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.
2. Confirmed Special Assessments, if any, not certified to by the Company.
3. Financing Statements, if any, not certified to by the Company.
4. Provisions, conditions and limitations as created by the Condominium Property Act.

ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

WTG File Number: MPS-2011DP-2508.0
Previous TVI: Village of Lombard

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER FORM**

-Schedule B-

5. Provisions, conditions, restrictions, options and easements as created by the Declaration of Condominium Ownership recorded February 15, 2012 as Document No. R2012-020891.
6. Amendment to the Declaration of Condominium Ownership recorded December 31, 2012 as document number R2012-185769 in DuPage County, Illinois.
7. Ordinance No. 5822 Establishing the North Glen Ellyn Fire Protection Special Service Area dated November 23, 2009 and recorded December 22, 2009 as Document No. R2009-191157 made by Village of Glen Ellyn recorded in the Du Page County Recorder's Office.
8. An Easement dated March 3, 1978 and recorded April 7, 1978 as Document No. R78-28717 made by Betty Lou Hawkins and Harry E. Hawkins and James E. Elliot and Robert J. Elliot to Village of Lombard recorded in the Du Page County Recorder's Office.
9. An Easement dated March 3, 1978 and recorded April 7, 1978 as Document No. R78-28716 made by Betty Lou Hawkins and Harry E. Hawkins and James E. Elliot and Robert J. Elliot to Village of Lombard recorded in the Du Page County Recorder's Office.
10. A Sewer and Water Main Original Agreement dated March 3, 1978 and recorded March 29, 1978 as Document No. R78-24507 made by and between Betty Lou Hawkins and Harry E. Hawkins and James E. Elliot and Robert J. Elliot and the Village of Lombard recorded in the Du Page County Recorder's Office.
11. An Easement dated March 19, 1970 and recorded December 13, 1976 as Document No. R76-90396 made by and between William E. Sinden and Winifred R. Sinden and James E. Elliot and Robert J. Elliot recorded in the Du Page County Recorder's Office.
12. Note: This tax parcel number covers more than the property in question.

-End Schedule B-

ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase,

lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and

27306 (6/06)

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ALTA Owner's Policy (6/17/06)



it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

Owner: Glen Oak Industrial Park
Condominium Association
Route: Hill Ave
Section: over DuPage River
County: DuPage
Project No.: BRM9003(696)
Job No.: R-55-001-97
Parcel No.: 0001 PE & TE (A+B)
P.I.N. No.: 05-12-405-001 and 05-12-
405-004 through 017

OTHER
R2016-017028

FRED BUCHOLZ
COUNTY RECORDER
DUPAGE COUNTY, IL
RECORDED ON
02/23/2016 3:43 PM
05-12-405-001
PAGES: 4
RHSP
40.00

PERMANENT EASEMENT
(Not-for-Profit Corporation)

Glen Oak Industrial Park Condominium Association, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Six Thousand Five Hundred Fifty Dollars (\$6,550.00), receipt of which is hereby acknowledged and pursuant to the authority given by the Board of Directors of said Not-for-Profit Corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to Village of Lombard, (Grantee), a permanent easement for the purpose of roadway purposes and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

Address: South side of Hill Avenue, West of the East Branch of the DuPage River
Lombard, IL 60148 - Vacant Land
situated in the County of DuPage, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Owner: Glen Oak Industrial Park
Condominium Association
Route: Hill Ave
Section: over DuPage River
County: DuPage
Project No.: BRM9003(696)
Job No.: R-55-001-97
Parcel No.: 0001 PE & TE (A+B)
P.I.N. No.: 05-12-~~45~~-001 and 05-12-
405-004 through 017

PERMANENT EASEMENT
(Not-for-Profit Corporation)

Glen Oak Industrial Park Condominium Association, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Six Thousand Five Hundred Fifty Dollars (\$6,550.00), receipt of which is hereby acknowledged and pursuant to the authority given by the Board of Directors of said Not-for-Profit Corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to Village of Lombard, (Grantee), a permanent easement for the purpose of roadway purposes and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

Address: South side of Hill Avenue, West of the East Branch of the DuPage River
Lombard, IL 60148 - Vacant Land
situated in the County of DuPage, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 2nd day of DECEMBER, 2015.

Glen Oak Industrial Park Condominium Association

By: [Signature]
Signature

Robert Elliot President
Print Name and Title

ATTEST:

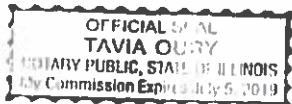
By: Marian E. Elliot
Signature

Marian E. Elliot, Secretary
Print Name and Title

State of Illinois)
County of DuPage) ss

This instrument was acknowledged before me on December 2nd, 2015, by
Robert Elliot, as President
and Marian E. Elliot, as Secretary
of Glen Oak Industrial Park Condominium Association.

(SEAL)



[Signature]
Notary Public

My Commission Expires: 07/05/19

This instrument was prepared by: J. Steve Santacruz, Santacruz Land Acquisitions, 2650 Valor Drive, Glenview, IL 60026

and after recording, mail this instrument to:

Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148-3931

Return To:
Wheatland Title Guaranty
105 W. Veterans Parkway, Yorkville, IL 60560
MPS-DP-2508.0 (10F2) 5

Route: Hill Avenue over the East
Branch of the DuPage River
Section: 10-00154-00-BR
County: DuPage
Job No.: R-55-001-97
Parcel: 0001PE
Station: 105+13.50 to 105+55.64
Index No.: 05-12-405-001
05-12-405-004
through
05-12-405-017

A part of the following tract of land:

All those portions of the common elements as set forth and created by the Declaration of Condominium Ownership (and delineated on a survey attached thereto) recorded February 15, 2012 as Document R2012-020891 and the First Amendment to Declaration of Condominium Ownership recorded December 31, 2012 as Document R2012-185769 (except the units delineated and described in said Declaration and Amendment) located within the following described parcel:

That part of Lots 8, 9, 11, and 12 (taken as a tract), in the Assessment Division of Section 12, Township 39 North, Range 10 East, of the Third Principal Meridian, described as follows:

Commencing at a point where the north right-of-way line of the Chicago, Aurora and Elgin Railroad intersects the center line of Hill Avenue (as now platted and recorded); thence North 49 degrees 33 minutes East (measured North 48 degrees 37 minutes 41 seconds East), along said center line of Hill Avenue, 627.70 feet for a place of beginning of said Condominium Tract; thence continuing Northeasterly, along said centerline of Hill Avenue, to the centerline of the East Branch of the DuPage River (being the easterly line of Lot 11, aforesaid); thence Southerly, along the center line of said River (being also the easterly lines of lots 8 and 11, aforesaid), to the north line of the Chicago, Aurora and Elgin Railroad; thence Westerly, along the North line of said railroad, to a point that is 546.62 feet East of the intersection of said north line with the centerline of Hill Avenue; thence North 08 degrees 12 minutes 56 seconds West along the east line and the east line extended Southerly of a 60 by 30 foot Cell Tower Lease Site, 40.00 feet to the northeasterly corner of said Lease Site; thence South 81 degrees 47 minutes 04 seconds West, 19.50 feet; thence North 08 degrees 12 minutes 56 seconds West, 53.65 feet; thence North 28 degrees 49 minutes 17 seconds East, 62.65 feet; thence North 09 degrees 34 minutes 15 seconds West, 145.73 feet; thence North 41 degrees 22 minutes 19 seconds West, 64.44 feet to the point of beginning,

(Except that part thereof conveyed to Northern Illinois Gas Company by quit claim deed recorded July 20, 1964, as Document R64-25774, described as follows: a strip of land

January 18, 2016

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in the Assessment Division of Section 12, Township 39 North, Range 10 East of the Third Principal Meridian, as shown on plat recorded June 6, 1879, as Document 26582, said strip of land being bounded on the north by the southerly right-of-way line of the Chicago and North Western Railroad and bounded on the south by the northerly right-of-way of line of the Chicago, Aurora and Elgin Railway (now abandoned) described as follows:

Beginning at a point in the northerly right-of-way line of said Chicago, Aurora and Elgin Railway, which point is 743.73 feet West of (measured at right angles to) the east line of the Southeast Quarter of said Section 12; thence North 39 degrees 31 minutes 48 seconds West, along a fence and said fence extended Southeasterly, a distance of 157.86 feet; thence North 12 degrees 16 minutes 48 seconds West, along a fence, a distance of 453.41 feet to fence corner; thence North 06 degrees 22 minutes 45 seconds West, a distance of 124.65 feet to the southerly right-of-way of said Chicago and North Western Railroad; thence South 81 degrees 01 minutes 55 seconds West, along the southerly right of way line said Railroad, a distance of 42.89 feet; thence South 12 degrees 16 minutes 48 seconds East, a distance of 587.15 feet; thence South 39 degrees 31 minutes 48 seconds East, a distance of 146.97 feet to the northerly right-of-way line of said Chicago, Aurora and Elgin Railway; thence North 81 degrees 39 minutes 23 seconds East, along said northerly right-of-way line, a distance of 35.07 feet to the point of beginning), in DuPage County, Illinois, aforesaid part of land is described as follows:

Commencing at the northwest corner of Unit 1 in the aforesaid Declaration of Condominium Ownership as depicted on the survey attached thereto and titled "Condominium Area Plat of Survey, Glen Oak Industrial Park Condominiums"; thence South 9 degrees 34 minutes 23 seconds East, 8.60 feet along the west line of said Unit 1 to the westerly line of the Common Area, thence North 41 degrees 22 minutes 27 seconds West, 31.44 feet along the westerly line of said Common Area to the southerly line of Hill Avenue as reserved in said Declaration of Condominium Ownership; thence North 48 degrees 37 minutes 33 seconds East, 74.01 feet along said southerly line; thence North 48 degrees 27 minutes 33 seconds East, 133.71 feet along said southerly line; thence North 53 degrees 27 minutes 33 seconds East, 294.69 feet along said southerly line; thence North 64 degrees 45 minutes 33 seconds East, 92.93 feet along said southerly line to the point of beginning; thence North 64 degrees 45 minutes 33 seconds East, 44.02 feet along said southerly to the centerline of the East Branch of the DuPage River; thence South 11 degrees 09 minutes 05 seconds East, 13.61 feet along said centerline; thence South 64 degrees 48 minutes 01 seconds West, 40.66 feet; thence North 25 degrees 25 minutes 59 seconds West, 13.17 feet to the point of beginning.

Said easement containing 0.013 acres, more or less.

January 18, 2016

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Owner: Glen Oak Industrial Park
Condominium Association
Route: Hill Ave
Section: over DuPage River
County: DuPage
Project No.: BRM9003(696)
Job No.: R-55-001-97
Parcel No.: 0001 PE & TE (A+B)
P.I.N. No.: 05-12-~~405~~-001 and 05-12-
405-004 through 017

OTHER
R2016-017029

FRED BUCHOLZ
COUNTY RECORDER
DUPAGE COUNTY, IL
RECORDED ON
02/23/2016 3:43 PM
05-12-405-001
PAGES: 6
RHSP
42.00

TEMPORARY CONSTRUCTION EASEMENT
(Not-for-Profit Corporation)

Glen Oak Industrial Park Condominium Association, a organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Nine Hundred Fifty Dollars (\$950.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said Not-for-Profit Corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to Village of Lombard, (Grantee), a temporary construction easement for the purpose of roadway construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

Address: South side of Hill Avenue, West of the East Branch of the DuPage River
Lombard, IL 60148 - Vacant Land
situated in the County of DuPage, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate Three years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Owner: Glen Oak Industrial Park
Condominium Association
Route: Hill Ave
Section: over DuPage River
County: DuPage
Project No.: BRM9003(696)
Job No.: R-55-001-97
Parcel No.: 0001 PE & TE (A+B)
P.I.N. No.: 05-12-~~465~~ 001 and 05-12-
405-004 through 017

TEMPORARY CONSTRUCTION EASEMENT
(Not-for-Profit Corporation)

Glen Oak Industrial Park Condominium Association, a organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Nine Hundred Fifty Dollars (\$950.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said Not-for-Profit Corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to Village of Lombard, (Grantee), a temporary construction easement for the purpose of roadway construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

Address: South side of Hill Avenue, West of the East Branch of the DuPage River
Lombard, IL 60148 - Vacant Land
situated in the County of DuPage, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate Three years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 2nd day of DECEMBER, 2015.

Glen Oak Industrial Park Condominium Association

By: [Signature]
Signature

R.J. ELLIOT - PRESIDENT
Print Name and Title

ATTEST:

By: Marian E. Elliot
Signature

Marian E. Elliot Secretary
Print Name and Title

State of Illinois)
County of DuPage) ss

This instrument was acknowledged before me on December 2nd, 2015, by
Robert J Elliot, as President
and Marian E. Elliot, as Secretary
of Glen Oak Industrial Park Condominium Association.

(SEAL)



[Signature]
Notary Public

My Commission Expires: 07/05/19

This instrument was prepared by: J. Steve Santacruz, Santacruz Land Acquisitions, 2650 Valor Drive, Glenview, IL 60026

and after recording, mail this instrument to:

Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148-3931

Return To:
Wheatland Title Guaranty
105 W. Veterans Parkway, Yorkville, IL 60560

MPS- DP- 2508.0 (20F2)
5

Route: Hill Avenue over the East
Branch of the DuPage River
Section: 10-00154-00-BR
County: DuPage
Job No.: R-55-001-97
Parcel: 0001TE-A
Station: 103+68.46 to 104+14.66
Index No.: 05-12-405-001
05-12-405004
through
05-12-405017

A part of the following tract of land:

All those portions of the common elements as set forth and created by the Declaration of Condominium Ownership (and delineated on a survey attached thereto) recorded February 15, 2012 as Document R2012-020891 and the First Amendment to Declaration of Condominium Ownership recorded December 31, 2012 as Document R2012-185769 (except the units delineated and described in said Declaration and Amendment) located within the following described parcel:

That part of Lots 8, 9, 11, and 12 (taken as a tract), in the Assessment Division of Section 12, Township 39 North, Range 10 East, of the Third Principal Meridian, described as follows:

Commencing at a point where the north right-of-way line of the Chicago, Aurora and Elgin Railroad intersects the center line of Hill Avenue (as now platted and recorded); thence North 49 degrees 33 minutes East (measured North 48 degrees 37 minutes 41 seconds East), along said center line of Hill Avenue, 627.70 feet for a place of beginning of said Condominium Tract; thence continuing Northeasterly, along said centerline of Hill Avenue, to the centerline of the East Branch of the DuPage River (being the easterly line of Lot 11, aforesaid); thence Southerly, along the center line of said River (being also the easterly lines of lots 8 and 11, aforesaid), to the north line of the Chicago, Aurora and Elgin Railroad; thence Westerly, along the North line of said railroad, to a point that is 546.62 feet East of the intersection of said north line with the centerline of Hill Avenue; thence North 08 degrees 12 minutes 56 seconds West along the east line and the east line extended Southerly of a 60 by 30 foot Cell Tower Lease Site, 40.00 feet to the northeasterly corner of said Lease Site; thence South 81 degrees 47 minutes 04 seconds West, 19.50 feet; thence North 08 degrees 12 minutes 56 seconds West, 53.65 feet; thence North 28 degrees 49 minutes 17 seconds East, 62.65 feet; thence North 09 degrees 34 minutes 15 seconds West, 145.73 feet; thence North 41 degrees 22 minutes 19 seconds West, 64.44 feet to the point of beginning,

(Except that part thereof conveyed to Northern Illinois Gas Company by quit claim deed recorded July 20, 1964, as Document R64-25774, described as follows: a strip of land in the Assessment Division of Section 12, Township 39 North, Range 10 East of the
December 29, 2015

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Third Principal Meridian, as shown on plat recorded June 6, 1879, as Document 26582, said strip of land being bounded on the north by the southerly right-of-way line of the Chicago and North Western Railroad and bounded on the south by the northerly right-of-way of line of the Chicago, Aurora and Elgin Railway (now abandoned) described as follows:

Beginning at a point in the northerly right-of-way line of said Chicago, Aurora and Elgin Railway, which point is 743.73 feet West of (measured at right angles to) the east line of the Southeast Quarter of said Section 12; thence North 39 degrees 31 minutes 48 seconds West, along a fence and said fence extended Southeasterly, a distance of 157.86 feet; thence North 12 degrees 16 minutes 48 seconds West, along a fence, a distance of 453.41 feet to fence corner; thence North 06 degrees 22 minutes 45 seconds West, a distance of 124.65 feet to the southerly right-of-way of said Chicago and North Western Railroad; thence South 81 degrees 01 minutes 55 seconds West, along the southerly right of way line said Railroad, a distance of 42.89 feet; thence South 12 degrees 16 minutes 48 seconds East, a distance of 587.15 feet; thence South 39 degrees 31 minutes 48 seconds East, a distance of 146.97 feet to the northerly right-of-way line of said Chicago, Aurora and Elgin Railway; thence North 81 degrees 39 minutes 23 seconds East, along said northerly right-of-way line, a distance of 35.07 feet to the point of beginning), in DuPage County, Illinois, aforesaid part of land is described as follows:

Commencing at the northwest corner of Unit 1 in the aforesaid Declaration of Condominium Ownership as depicted on the survey attached thereto and titled "Condominium Area Plat of Survey, Glen Oak Industrial Park Condominiums"; thence South 9 degrees 34 minutes 23 seconds East, 8.60 feet along the west line of said Unit 1 to the westerly line of the Common Area, thence North 41 degrees 22 minutes 27 seconds West, 31.44 feet along the westerly line of said Common Area to the southerly line of Hill Avenue as reserved in said Declaration of Condominium Ownership; thence North 48 degrees 37 minutes 33 seconds East, 74.01 feet along said southerly line; thence North 48 degrees 27 minutes 33 seconds East, 133.71 feet along said southerly line; thence North 53 degrees 27 minutes 33 seconds East, 245.55 feet along said southerly line to the point of beginning; thence North 53 degrees 27 minutes 33 seconds East, 43.69 feet along said southerly line; thence South 36 degrees 43 minutes 59 seconds East, 14.14 feet; thence South 53 degrees 19 minutes 30 seconds West, 43.69 feet; thence North 36 degrees 43 minutes 59 seconds West, 14.25 feet to the point of beginning.

Said easement containing 0.014 acres, more or less.

December 29, 2015

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Route: Hill Avenue over the East
Branch of the DuPage River
Section: 10-00154-00-BR
County: DuPage
Job No.: R-55-001-97
Parcel: 0001TE-B
Station: 104+69.53 to 105+13.69
Index No.: 05-12-~~405~~-001
05-12-~~405~~-004
through
05-12-~~405~~-017

A part of the following tract of land:

All those portions of the common elements as set forth and created by the Declaration of Condominium Ownership (and delineated on a survey attached thereto) recorded February 15, 2012 as Document R2012-020891 and the First Amendment to Declaration of Condominium Ownership recorded December 31, 2012 as Document R2012-185769 (except the units delineated and described in said Declaration and Amendment) located within the following described parcel:

That part of Lots 8, 9, 11, and 12 (taken as a tract), in the Assessment Division of Section 12, Township 39 North, Range 10 East, of the Third Principal Meridian, described as follows:

Commencing at a point where the north right-of-way line of the Chicago, Aurora and Elgin Railroad intersects the center line of Hill Avenue (as now platted and recorded); thence North 49 degrees 33 minutes East (measured North 48 degrees 37 minutes 41 seconds East), along said center line of Hill Avenue, 627.70 feet for a place of beginning of said Condominium Tract; thence continuing Northeasterly, along said centerline of Hill Avenue, to the centerline of the East Branch of the DuPage River (being the easterly line of Lot 11, aforesaid); thence Southerly, along the center line of said River (being also the easterly lines of lots 8 and 11, aforesaid), to the north line of the Chicago, Aurora and Elgin Railroad; thence Westerly, along the North line of said railroad, to a point that is 546.62 feet East of the intersection of said north line with the centerline of Hill Avenue; thence North 08 degrees 12 minutes 56 seconds West along the east line and the east line extended Southerly of a 60 by 30 foot Cell Tower Lease Site, 40.00 feet to the northeasterly corner of said Lease Site; thence South 81 degrees 47 minutes 04 seconds West, 19.50 feet; thence North 08 degrees 12 minutes 56 seconds West, 53.65 feet; thence North 28 degrees 49 minutes 17 seconds East, 62.65 feet; thence North 09 degrees 34 minutes 15 seconds West, 145.73 feet; thence North 41 degrees 22 minutes 19 seconds West, 64.44 feet to the point of beginning,

(Except that part thereof conveyed to Northern Illinois Gas Company by quit claim deed recorded July 20, 1964, as Document R64-25774, described as follows: a strip of land in the Assessment Division of Section 12, Township 39 North, Range 10 East of the
December 29, 2015

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Third Principal Meridian, as shown on plat recorded June 6, 1879, as Document 26582, said strip of land being bounded on the north by the southerly right-of-way line of the Chicago and North Western Railroad and bounded on the south by the northerly right-of-way of line of the Chicago, Aurora and Elgin Railway (now abandoned) described as follows:

Beginning at a point in the northerly right-of-way line of said Chicago, Aurora and Elgin Railway, which point is 743.73 feet West of (measured at right angles to) the east line of the Southeast Quarter of said Section 12; thence North 39 degrees 31 minutes 48 seconds West, along a fence and said fence extended Southeasterly, a distance of 157.86 feet; thence North 12 degrees 16 minutes 48 seconds West, along a fence, a distance of 453.41 feet to fence corner; thence North 06 degrees 22 minutes 45 seconds West, a distance of 124.65 feet to the southerly right-of-way of said Chicago and North Western Railroad; thence South 81 degrees 01 minutes 55 seconds West, along the southerly right of way line said Railroad, a distance of 42.89 feet; thence South 12 degrees 16 minutes 48 seconds East, a distance of 587.15 feet; thence South 39 degrees 31 minutes 48 seconds East, a distance of 146.97 feet to the northerly right-of-way line of said Chicago, Aurora and Elgin Railway; thence North 81 degrees 39 minutes 23 seconds East, along said northerly right-of-way line, a distance of 35.07 feet to the point of beginning), in DuPage County, Illinois, aforesaid part of land is described as follows:

Commencing at the northwest corner of Unit 1 in the aforesaid Declaration of Condominium Ownership as depicted on the survey attached thereto and titled "Condominium Area Plat of Survey, Glen Oak Industrial Park Condominiums"; thence South 9 degrees 34 minutes 23 seconds East, 8.60 feet along the west line of said Unit 1 to the westerly line of the Common Area, thence North 41 degrees 22 minutes 27 seconds West, 31.44 feet along the westerly line of said Common Area to the southerly line of Hill Avenue as reserved in said Declaration of Condominium Ownership; thence North 48 degrees 37 minutes 33 seconds East, 74.01 feet along said southerly line; thence North 48 degrees 27 minutes 33 seconds East, 133.71 feet along said southerly line; thence North 53 degrees 27 minutes 33 seconds East, 294.69 feet along said southerly line; thence North 64 degrees 45 minutes 33 seconds East, 50.01 feet along said southerly line to the point of beginning; thence North 64 degrees 45 minutes 33 seconds East, 42.92 feet along said southerly line; thence South 25 degrees 25 minutes 59 seconds East, 3.02 feet; thence South 64 degrees 24 minutes 14 seconds West, 42.92 feet; thence North 25 degrees 25 minutes 59 seconds West, 3.28 feet to the point of beginning.

Said easement containing 0.003 acres (135 square feet), more or less.

December 29, 2015

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