


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

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

TO: PRESIDENT AND BOARD OF TRUSTEES
FROM: Scott R. Niehaus, Village Manager
DATE: January 30, 2019 (B of T) Date: February 7, 2019
TITLE: 515 W. North Ave. (Bluestone Development (Thornton's))
SUBMITTED BY: Department of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

Please find attached staff's recommendation relative to approving a Plat of Easement providing access to the domestic water valve and stormwater detention, on the property located at 515 W. North Ave and known as Bluestone Development (Thornton's).

Staff recommends approval of this request.

Please place this item on the February 7, 2019 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X _____ Date _____



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development

MEETING DATE: February 7, 2019

SUBJECT: **Motion to Approve a Plat of Easement – 515 W. North Ave.
(Bluestone Development (Thornton's))**

The construction of the Bluestone Development (Thornton's) project required an easement to access the domestic water valve near the building. Further, the development also required that stormwater detention be provided. Said detention is required to be within an easement that provides the Village with access for inspections and the right, but not the responsibility, to maintain.

ACTION REQUESTED

The attached Plat of Subdivision were prepared and signed by the property owner. Please request the Board of Trustees to approve the Plat of Subdivision by motion at their February 7, 2019 meeting. Please call either Jana Bryant or myself if you have any questions.

WJH/JB: jd

cc: Carl Goldsmith, Director of Public Works
Brian Jack, Utilities Superintendent

PLAT OF EASEMENT

OWNERS CERTIFICATE
 STATE OF Illinois) SS
 COUNTY OF Cook)

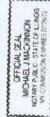
THIS IS TO CERTIFY THAT BSTP Lombard, LLC IS THE SAID EASEMENT, AS SHOWN ON THE PLAT OF EASEMENT, HAS BEEN APPROVED BY THE BOARD OF DIRECTORS OF SAID CORPORATION AND APPROVED BY SAID CORPORATION AS HEREBY APPROVED AND SIGNED BY SAID CORPORATION.

DATED THIS 12th DAY OF December, A.D. 2018
 BY: [Signature] ATTEST: [Signature]
 TITLE: Secretary TITLE: Secretary

NOTARY CERTIFICATE
 STATE OF Illinois) SS
 COUNTY OF Cook)

I, Michelle M. Collins, A NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT BSTP Lombard, LLC HAS PERSONALLY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND VOLUNTARILY ACTED AS SAID CORPORATION, AS SHOWN UNDER MY HAND AND NOTARIAL SEAL.

THIS 12th DAY OF December, A.D. 2018
 NOTARY PUBLIC
[Signature]
 MY COMMISSION EXPIRES 7/24/2023



DUPAGE COUNTY RECORDS'S CERTIFICATE
 STATE OF ILLINOIS) SS
 COUNTY OF DUPAGE)

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D. _____, COLOR _____, AS DOCUMENT NUMBER _____.

RECORDED BY DEEDS

ILLINOIS STATE BOARD OF SURVEYING AND LAND ADJUSTMENT APPROVAL

STATE OF ILLINOIS) SS
 COUNTY OF DUPAGE)

THE PLAT OF EASEMENT HAS BEEN APPROVED BY THE VILLAGE BOARD OF LOMBARD, ILLINOIS AT A MEETING HELD ON THIS _____ DAY OF _____, A.D. _____.

VILLAGE PRESIDENT _____

VILLAGE CLERK _____

MORTGAGEE'S CERTIFICATE
 STATE OF Illinois) SS
 COUNTY OF Cook)

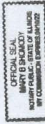
THIS IS TO CERTIFY THAT ANNE & EDWARD J. JR. AS SUCCESSOR IN INTEREST OF THE MORTGAGEE OF THE PROPERTY DESCRIBED ON THE PLAT OF EASEMENT, DOES HEREBY CONSENT AND APPROVE SAID PLAT.

DATED THIS 11th DAY OF December, A.D. 2018
[Signature]

NOTARY'S CERTIFICATE
 STATE OF Illinois) SS
 COUNTY OF Cook)

I, ANNE J. JOHNSON, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT ANNE & EDWARD J. JR. HAS PERSONALLY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND VOLUNTARILY ACTED AS SAID CORPORATION, AS SHOWN UNDER MY HAND AND NOTARIAL SEAL.

THIS 11th DAY OF December, A.D. 2018
 MY COMMISSION EXPIRES 2/28/2020
[Signature]
 NOTARY PUBLIC



STRUCTURE'S CERTIFICATE

STATE OF ILLINOIS) SS
 COUNTY OF COOK)

WE, W-T LAND SURVEYING, DO HEREBY STATE THAT THIS PLAT THEREON DRAWN WAS COMPILED FROM EXISTING SURVEYS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE INDICATED HEREON.

THE W-T GROUP



11/29/18 - ISSUE FINAL V.C.G.R.

SCALE: 1"=20'
 DRAWN: KSH
 BOUNDARY: FM
 FIELD WORK: BSA
 CHECK: FM
 JOB: S13201
 SHEET
EASE-2
 OF TWO SHEETS

PREPARED BY:
W-T LAND SURVEYING
 LAND AND CONSTRUCTION SURVEYORS
 2871 Fraser Avenue
 Lombard, IL 60148
 P. 630-261-4444
 F. 630-261-4444
 LICENSE NO. 1440702-008 ILL. SURVEYOR

SITE ADDRESS:
BLUESTONE DEVELOPMENT
 515 W. NORTH AVENUE
 LOMBARD, ILLINOIS

PROVISIONS OF EASEMENTS FOR ACCESS AND OPERATION OF DOMESTIC WATER VALVE

A NON-RESIDENTIAL EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF LOMBARD (THE "VILLAGE") AN EASEMENT OVER THE STORMWATER DETENTION AND BEST MANAGEMENT PRACTICE (BMP) FACILITIES (COLLECTIVELY, THE "STORMWATER FACILITIES") LOCATED AT THE INTERSECTION OF THE VILLAGE AND DOMESTIC WATER VALVE LOCATED WITHIN SAID "SOCIALIZED" EASEMENT. TOGETHER WITH ANY AND ALL NECESSARY STRIPS, CURBS AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID EASEMENT HOLDER WITH RIGHT OF ACCESS AROUND THE EXISTING PROPERTY FOR NECESSARY PERSONAL AND ANY OTHER USES, SERVICES OR OTHER PURPOSES, WITHOUT NEED FOR PERMITS, COMPENSATION, WHETHER ON THE PART OF SAID EASEMENT HOLDER OR OTHERWISE, PRIOR TO PERFORMING ANY MAINTENANCE, REPAIRS OR RECONSTRUCTION WORK ON SAID FACILITIES, INCLUDING BUT NOT LIMITED TO, MAINTENANCE, REPAIRS, REPLACEMENT, AND OTHER WORK ON SAID FACILITIES. SAID EASEMENT SHALL BE IN FULL FORCE AND EFFECT FROM THE DATE OF RECORDATION OF THIS INSTRUMENT UNTIL THE REMOVAL OR RELINQUISHMENT OF SAID FACILITIES BY THE VILLAGE. THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITH SAID MAINTENANCE, REPAIRS, REPLACEMENT, AND OTHER WORK ON SAID FACILITIES WITHOUT NOTICE TO THE EASEMENT HOLDER. IN THE EVENT SUCH PERMANENT BUILDINGS OR ALTERATIONS TO THE STORMWATER FACILITIES ARE CONSTRUCTED TO ENTAIL THE USE OF SAID FACILITIES, THE VILLAGE SHALL BE RESPONSIBLE FOR THE COST OF SUCH MAINTENANCE, REPAIRS, REPLACEMENT, AND OTHER WORK ON SAID FACILITIES. SAID EASEMENT SHALL BE SUBJECT TO THE VILLAGE'S RIGHT TO REMOVE OR RELINQUISH SAID FACILITIES AT ANY TIME WITHOUT NOTICE TO THE EASEMENT HOLDER. THE VILLAGE SHALL BE RESPONSIBLE FOR THE COST OF SUCH MAINTENANCE, REPAIRS, REPLACEMENT, AND OTHER WORK ON SAID FACILITIES. SAID EASEMENT SHALL BE SUBJECT TO THE VILLAGE'S RIGHT TO REMOVE OR RELINQUISH SAID FACILITIES AT ANY TIME WITHOUT NOTICE TO THE EASEMENT HOLDER.

STORM WATER AND BEST MANAGEMENT PRACTICE (BMP) EASEMENT PROVISIONS

OWNER HEREBY RESERVES AND GRANTS TO THE VILLAGE OF LOMBARD (THE "VILLAGE") AN EASEMENT OVER THE STORMWATER DETENTION AND BEST MANAGEMENT PRACTICE (BMP) FACILITIES (COLLECTIVELY, THE "STORMWATER FACILITIES") LOCATED AT THE INTERSECTION OF THE VILLAGE AND DOMESTIC WATER VALVE LOCATED WITHIN SAID "SOCIALIZED" EASEMENT. TOGETHER WITH ANY AND ALL NECESSARY STRIPS, CURBS AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID EASEMENT HOLDER WITH RIGHT OF ACCESS AROUND THE EXISTING PROPERTY FOR NECESSARY PERSONAL AND ANY OTHER USES, SERVICES OR OTHER PURPOSES, WITHOUT NEED FOR PERMITS, COMPENSATION, WHETHER ON THE PART OF SAID EASEMENT HOLDER OR OTHERWISE, PRIOR TO PERFORMING ANY MAINTENANCE, REPAIRS OR RECONSTRUCTION WORK ON SAID FACILITIES, INCLUDING BUT NOT LIMITED TO, MAINTENANCE, REPAIRS, REPLACEMENT, AND OTHER WORK ON SAID FACILITIES. SAID EASEMENT SHALL BE IN FULL FORCE AND EFFECT FROM THE DATE OF RECORDATION OF THIS INSTRUMENT UNTIL THE REMOVAL OR RELINQUISHMENT OF SAID FACILITIES BY THE VILLAGE. THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITH SAID MAINTENANCE, REPAIRS, REPLACEMENT, AND OTHER WORK ON SAID FACILITIES WITHOUT NOTICE TO THE EASEMENT HOLDER. IN THE EVENT SUCH PERMANENT BUILDINGS OR ALTERATIONS TO THE STORMWATER FACILITIES ARE CONSTRUCTED TO ENTAIL THE USE OF SAID FACILITIES, THE VILLAGE SHALL BE RESPONSIBLE FOR THE COST OF SUCH MAINTENANCE, REPAIRS, REPLACEMENT, AND OTHER WORK ON SAID FACILITIES. SAID EASEMENT SHALL BE SUBJECT TO THE VILLAGE'S RIGHT TO REMOVE OR RELINQUISH SAID FACILITIES AT ANY TIME WITHOUT NOTICE TO THE EASEMENT HOLDER.

IN THE EVENT THE VILLAGE SHALL BE REQUIRED TO PERFORM OR HAVE PERFORMED ON ITS BEHALF ANY MAINTENANCE WORK TO OR UPON THE STORMWATER FACILITIES AS SET FORTH IN THIS EASEMENT, OR ANY REMOVAL OR RELINQUISHMENT OF SAID FACILITIES, THE VILLAGE SHALL BE RESPONSIBLE FOR THE COST OF SUCH MAINTENANCE, REPAIRS, REPLACEMENT, AND OTHER WORK ON SAID FACILITIES. SAID EASEMENT SHALL BE SUBJECT TO THE VILLAGE'S RIGHT TO REMOVE OR RELINQUISH SAID FACILITIES AT ANY TIME WITHOUT NOTICE TO THE EASEMENT HOLDER.

THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH ATTORNEY'S FEES RELATED TO THE FILING AND FINAL PERFORMANCE OF THE WORK.

GRANTED BY AND FOR THE VILLAGE OF LOMBARD, ILLINOIS
 DATED: VILLAGE OF LOMBARD

SUBMITTED BY AND MAIL TO:
 VILLAGE OF LOMBARD
 515 W. NORTH AVENUE
 LOMBARD, IL 60148