

CHECKLIST FOR LAND ACQUISITIONS
SETTLED PARCELS FOR IDOT ROW CERTIFICATION
Village of Lombard

Job No.: R-55-001-97

Parcel No.: 0002 PE & TE

Check if previously referred for condemnation

Check all that apply:

Fee Acquisition

Permanent Easement

Temporary Construction Easement

Dedication

- | | | |
|--|---|-----|
| | √ | N/A |
| 1. Parcel Compliance Checklist | X | |
| 2. Attorney Certification Letter (Original to IDOT; copy to LPA) | X | |
| 3. Copy of Check (Voucher) / Donation Letter | X | |
| 4. Administrative Documentation | — | X |
| 5. Conveyance Documents | | |
| a. Fee Acquisition - Warranty Deed or Trustee's Deed | — | X |
| b. Temporary Construction Agreement | X | — |
| c. Permanent Easement | X | — |
| d. Dedication | — | X |
| 6. Title Commitment dated: 7/27/2015 | X | |
| 7. Title Clearance Documents | | |
| a. Fee Acquisition / Dedication | | |
| i. Mortgagee's Partial Release | — | X |
| ii. Tenant's Partial Release | — | X |
| iii. _____ | — | X |
| iv. _____ | — | X |
| b. Easements | | |
| i. Lender's Consent to Easement | — | X |
| ii. Tenant's Consent to Easement | — | X |
| iii. _____ | — | X |
| iv. _____ | — | X |

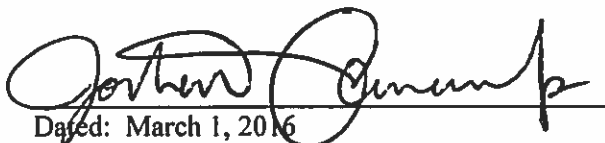
CHECKLIST FOR LAND ACQUISITIONS
SETTLED PARCELS FOR IDOT ROW CERTIFICATION

Village of Lombard

Job No.: R-55-001-97

Parcel No.: 0002 PE & TE

- | | | |
|--|---|-----|
| | √ | N/A |
| 8. Additional Conveyance Documents | | |
| a. Affidavit of Title | X | |
| b. Receipt for Conveyance Documents | X | |
| 9. Other Entity, Land Trustee or Other Trustee Documents | | |
| a. Land Trusts | | |
| i. Direction to Convey | — | X |
| ii. Description of Documents Required | — | X |
| iii. Affidavit of Disclosure of Beneficiaries | — | X |
| iv. Affidavit of Land Trust Authenticity | — | X |
| v. Copy of Land Trust Agreement | — | X |
| b. Corporation | | |
| i. Corporate Resolution | — | X |
| ii. Affidavit of Good Standing | — | X |
| iii. Condominium Affidavit | — | X |
| c. Limited Liability Company | | |
| i. Articles of Organization | — | X |
| ii. Operating Agreement | — | X |
| d. Partnership | | |
| i. Partnership Agreement | — | X |
| e. Estate Trust | | |
| i. Affidavit of Trust Agreement Authenticity | — | X |
| ii. Copy of Trust Agreement | — | X |
| f. Disclosure of Ownership Affidavit | — | X |
| 9. Basis for Computing Total Approved Compensation and Offer to Purchase | X | |
| 10. Negotiator's Log | X | |


 Dated: March 1, 2016

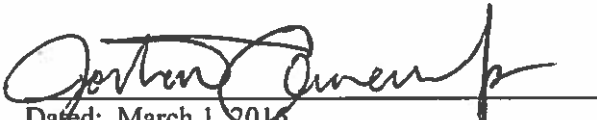
CHECKLIST FOR LAND ACQUISITIONS
SETTLED PARCELS FOR IDOT ROW CERTIFICATION
Village of Lombard

Job No.: R-55-001-97

Parcel No.: 0002 PE & TE

Additional Documentation for Village of Lombard

	√	N/A
11. Other Closing Documents		
a. Illinois Real Estate Declaration Form	—	×
b. County Real Estate Declaration Form	—	×
c. Local Real Estate Declaration Form	—	×
12. W-9	×	—
13. Appraisal	×	—
15. Receipt of Documents	—	×
16. Correspondences	×	—
17. Plat and Legal Description	×	
18. Certified mail receipts and return receipts (green cards)	—	×


Dated: March 1, 2016



Parcel Compliance Checklist

LOCAL AGENCY ACQUISITION SERVICES ON STATE HIGHWAY PROJECTS AND LOCAL AGENCY PROJECTS IN WHICH THERE IS FEDERAL PARTICIPATION IN ANY PORTION OF THE PROJECT

Local Agency Village of Lombard
Job No. R-55-001-97
Parcel No. 0002 PE & TE
Owner G. Vincent Cuyler and Barbara J. Cuyler

COSTS.

(Original copy of this form to become attached to each individual parcel file.)

Pre-Negotiation Checklist

- 1. Appraiser David W. White 450 East Devon Avenue - Suite 300, Itasca, IL 60143
2. Property Owner Offered Opportunity to Accompany Appraiser. YES
3. Appraisal(s) approved and reviewed by Scott Niehaus 6/29/2016

Approved Amount \$ 2,200.00 . Reviewer's Certification completed and attached to approved appraisal.

(Above requirements not applicable if owner during pre-negotiation contact voluntarily elects to make a gift or donation of needed parcel after being fully informed of his rights to an appraisal and an offer of the full amount of the approved appraisal.)

- 4. Improvement Disposition and Rental Values Established.
Owner Retention Public Sale Rental
\$ \$ \$ None Acquired

5. If Relocation Assistance and Payments required, initiate Parcel Compliance Checklist (Relocation Assistance) (LA 4194C), Part C, and compute supplemental housing payment prior to negotiations.

Negotiations Checklist

- 1. Negotiations Initiated by Jonathan Abplanalp on 7/22/2015
2. Owner offered full amount of approved appraisal and provided written summary of acquisition and offer to purchase. (Use Basis for Computing Total Approved Compensation and Offer to Purchase (Form LA 416E).) 8/10/2015

(Owner may make gift or donation of property, but only after being fully advised in writing of his rights to an appraisal and offer of full amount of approved appraisal.)

Date

3. If occupants and/or any personal property thereof are displaced, were occupants furnished a Relocation Brochure and the appropriate Informational Letter (LA 541A, LA 541B or LA 541C) setting out amounts, if any, of supplemental payments, including notification of 90 day minimum before being required to move from property. N/A

Relocation Assistance and payments record completed. (Relocation Assistance Unit Record LA 541D shall be used on all STATE projects and on all Local Agency Federal Aid projects.) N/A

4. Owner furnished copies of "Highway Improvements and Property Rights" and "A Landowner's Guide to Land Acquisition by the State and Eminent Domain" Brochures. 8/10/2015

5. Negotiations conducted with owner residing in State by personal (face to face) contacts. Data to be recorded in Negotiator's Report for each contact: 8/27/2015

- Location Persons Present Issues discussed Negotiator's signature

(Negotiator's Report Form LA 4110 shall be used on all STATE projects and on all Local Agency Federal Aid projects.)

6. Negotiator's Certifications signed: (Required on all STATE and Federal Aid Projects.)
(1) Before initiation of Negotiations. 7/6/2015
(2) After negotiated settlement. 3/1/2016

Condemnation Checklist (Complete if Required): N/A

(On all State Highway projects, recommendation for condemnation in name of State and required condemnation data to be submitted by Local Agency to Regional Engineer in accordance with requirements of Paragraph 4.23.1 of State's Land Acquisition Manual.)

1. a) Condemnation Complaint filed by State. _____
b) Order Setting Preliminary Just Compensation. _____
c) Preliminary Just Compensation Deposited by State. _____
\$ _____

2. Order Vesting Title in Name of State. _____

3. (For right of way being acquired in name of any Local Agency, condemnation proceedings shall be initiated by and in name of such Local Agency.) _____

a) Condemnation Complaint Filed by Local Agency. _____
b) Just Compensation Deposited by Local Agency. _____
\$ _____

4. Final Judgment Order Entered. (If parcel acquired by condemnation, disregard Items 1, 2, 4 & 5 below.) _____

Acquisition Check List

1. Acquisition by Negotiated Settlement. (Enter Date of Conveyance) Amount of Settlement 2/26/2016
\$ \$2,200.00

2. All conveyance documents properly executed and acknowledged. YES

3. Documentation to justify settlement in excess of approved appraisal. N/A

4. Acquisition payment delivered to property owner or escrow Agent. YES

5. All Conveyance Documents Recorded. YES

6. Tax Exemption Notice Filed (See LA 462). _____
 (On all parcels acquired for a **State Highway** by negotiated settlement, whether acquired in the name of the **State** or any **County**, title approval is required by **State** when consideration is \$10,000, or less, and by the **Attorney General** when consideration exceeds \$10,000, prior to the awarding of any contract to cover construction of such project. For Title Examination and Closing Requirements see Section 4.12 of the **Land Acquisition Manual**. When submitting the required title data to the Regional Engineer, **Local Agency** should also submit the required Warrant Requisition Cover Sheet (LA 731A), even though payment for the acquired parcel was made by the **Local Agency**.)

7. Title Insurance Policy Ordered Date 2/22/2016 Date Received _____
 (Required on all parcels acquired for **State Highway** whether in the name of **State** or any **County**.)

8. Title Policy reviewed for deficiencies By Thomas P. Bayer 2/25/2016
 List deficiencies, if any, and follow up review findings on required corrective action.
NONE.

9. 30 Day Notice of Specific Date for Vacating Property. _____
 a) Date by which property to be vacated. _____
 b) Actual date of vacation and possession of property. _____

10. Compliance Review of **Local Agency** Parcel Acquisition _____

Comments

By _____
Signature - District Representative

_____ Date

_____ Print Name

_____ Title

KTJ

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

February 25, 2016

John Fortmann, P.E.
Deputy Director of Highways
Region One Engineer
Illinois Department of Transportation (IDOT)
201 West Center Court
Schaumburg, Illinois 60196
Attn: Sheila Derka

Route: Hill Avenue
Section: Over DuPage River
County: DuPage
Job No.: R-55-001-97
Parcel: 0002 PE & TE
LPA: Village of Lombard

Dear Ms. Derka:

I am writing as the municipal attorney representing the Village of Lombard ("LPA"). There are three (3) permanent easements and three (3) temporary easements that are required to construct the referenced transportation improvement.

I have reviewed the current title insurance commitment for Parcels 0001 PE & TE (A+B) to be acquired and present my findings as follows:

Owners: G. Vincent Cuyler and Barbara J. Cuyler

1. This parcel is being acquired in the name of the Village of Lombard.
2. Wheatland Title Guaranty Company has provided a title commitment. The following exceptions appearing in the title commitment were cleared or waived by Wheatland Title Guaranty Company for the following reasons: See attached as provided by the Village of Lombard's land acquisition and fee negotiator firm, Santacruz Land Acquisitions (the "Fee Negotiator").
3. The interest in the property acquired by the Village of Lombard was conveyed by a Temporary Construction Easement and a Permanent Easement.

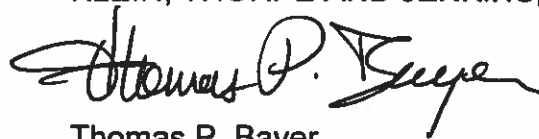
4. All conveyance and related documents were sent to the DuPage County Recorder's Office on February 22, 2016, by the Fee Negotiator; however, the recording date and recording numbers are not yet available.
5. Permanent Acquisitions Only: The guarantee title insurance policy has been ordered for this parcel from Wheatland Title Guaranty Company (Order No.: MPS-2011DP-2506.0) and a copy will be forwarded to you as soon as it is obtained.

As LPA attorney, I certify that, based on the information supplied to me by the Fee Negotiator as to Parcels 0002 PE & TE, the necessary interests for the improvement have been secured and paid for, and the interests acquired in Parcels 0002 PE & TE are adequate for the transportation facility to be constructed thereon. Our Fee Negotiator has assured us that the LPA has complied with Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the IDOT Division of Highways Land Acquisition Policies and Procedures, as applicable. Based on the information supplied to me by the Fee Negotiator, I am satisfied that all unpermitted exceptions to title to the foregoing parcel have been cleared and that, with the recordation of the partial releases, deeds, agreements for temporary easements and corporate resolutions with respect thereto, the LPA has acquired good title to the parcel referenced herein.

Please contact me if you require any additional information.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.



Thomas P. Bayer

encl.

cc: Carl Goldsmith, Director of Public Works (w/ encl.; via email)
Dave Gorman, Assistant Director of Public Works (w/ encl.; via email)
Ying Miao, Civil Engineer (w/ encl.; via email)

Route: Hill Ave
Section: over DuPage River
County: DuPage
Job No.: R-55-001-97
LPA: Village of Lombard

Title Co.: Wheatland Title Guaranty Company
Parcel: 0002 PE & TE
Title File #: MPS-2011DP-2506.0

Commitment Date: 7/27/2015

GENERAL EXCEPTIONS

1. – 6. These represent standard exceptions which the Village of Lombard will take subject to such exceptions.

SPECIAL EXCEPTIONS

1. Real Estate Taxes – Current Taxes are paid.
- 2 – 5. Village of Lombard will take subject to such exceptions. See Affidavit of Title in file covering these exceptions.
6. Taxpayer information – This is being provided for informational purposes only.
7. Past conveyances – This is being provided for informational purposes only.
8. Contiguous property – This is being provided for informational purposes only.
9. Village of Lombard will take subject to such exception for utility easement with AT & T Corporation.
10. Village of Lombard will take subject to such exception for Ordinance.
11. Village of Lombard will take subject to such exception for Ordinance.
12. Village of Lombard will take subject to such exception for Ordinance.
13. Village of Lombard will take subject to such exception for Resolution.
14. Village of Lombard will take subject to such exception for Ordinance.
15. Village of Lombard will take subject to such exception for Ordinance.
16. Village of Lombard will take subject to such exception for Ordinance.

Check No. 11222

DATE	INVOICE NO.	DESCRIPTION	NET AMOUNT
02/23/2016	N side Hill Ave	Easement for Hill Ave Bridge	2,200.00

Total: \$2,200.00

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

VILLAGE OF LOMBARD

256 E. WILSON
LOMBARD, IL 60148
630-620-5700

Wheaton Bank and Trust

Wheaton, Illinois 60187
70-2598/719

Check No: 11222

Date
02/26/2016

Amount
\$2,200.00

Void after 60 Days

PAY Two Thousand Two Hundred and 00/100 Dollars

TO THE ORDER OF
G Vincent & Barbara Cuyler
87 Baybrook Ln
Oak Brook, IL 60523

*Scott Richards
Timothy Sexton*

⑈ 1 1 2 2 2 ⑈ ⑆ 0 7 1 9 2 5 3 8 9 ⑆ 0 0 0 7 5 0 6 9 6 8 ⑈

Owner: G. Vincent Cuyler and Barbara
J. Cuyler
Route: Hill Ave
Section: over DuPage River
County: DuPage
Project No.: BRM9003(696)
Job No.: R-55-001-97
Parcel No.: 0002 PE & TE
P.I.N. No.: 05-12-207-038

TEMPORARY CONSTRUCTION EASEMENT
(Individual)

G. Vincent Cuyler and Barbara J. Cuyler, husband and wife, (Grantor), of the County of DuPage and State of Illinois, for and in consideration of Nine Hundred Dollars (\$900.00), receipt of which is hereby acknowledged, 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: North Side of Hill Avenue, West of the East Branch of the DuPage River

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.

Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all claims and damages, including reasonable attorney's fees, resulting from any injury to persons or property arising out of the acts or omissions of the Grantee and relating to the Grantee's use of the Temporary Easement Property herein granted, this indemnification to survive expiration of the easement.

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 16 day of FEBRUARY, 2016

By: [Signature]
Signature

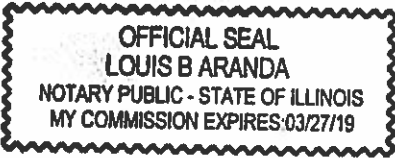
G. Vincent Cuyler

By: [Signature]
Signature

Barbara J. Cuyler

State of ILLINOIS)
County of DUPAGE) ss

This instrument was acknowledged before me on FEBRUARY 16, 2016, by G. Vincent Cuyler and Barbara J. Cuyler.

(SEAL) 

[Signature]
Notary Public

My Commission Expires: 3/27/19

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

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: 0002TE
Station: 103+54.91 to 105+25.99
Index No.: 05-12-207-038

That part of Lot 2 in Villa Park Kitchens Resubdivision, recorded August 11, 1972 as Document Number R72-47323, of part of Lot 11 in the Assessment Division of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois, bearings based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2007 Adjustment) described as follows:

Commencing at the southwest corner of said Lot 2; thence North 53 degrees 16 minutes 01 seconds East, 50.80 feet along the southerly line of said Lot 2 to the point of beginning; thence North 36 degrees 43 minutes 59 seconds West, 7.50 feet; thence North 53 degrees 16 minutes 01 seconds East, 64.30 feet; thence South 25 degrees 25 minutes 59 seconds East, 2.65 feet; thence North 64 degrees 34 minutes 01 seconds East, 112.32 feet; thence South 25 degrees 25 minutes 59 seconds East, 5.00 feet the southerly line of said Lot 2; thence South 64 degrees 34 minutes 01 seconds West, 112.32 feet along said southerly line to an angle point in said southerly line; thence South 53 degrees 16 minutes 01 seconds West, 62.80 feet along said southerly line to the point of beginning.

Said easement containing 0.024 acres, more or less.

May 13, 2015

P:\2010\ME10013_HillAve_BLA\Survey\Legals\P0002TE.doc

Owner: G. Vincent Cuyler and Barbara
J. Cuyler
Route: Hill Ave
Section: over DuPage River
County: DuPage
Project No.: BRM9003(696)
Job No.: R-55-001-97
Parcel No.: 0002 PE & TE
P.I.N. No.: 05-12-207-038

PERMANENT EASEMENT
(Individual)

G. Vincent Cuyler and Barbara J. Cuyler, husband and wife, (Grantor), of the County of DuPage and State of Illinois, for and in consideration of One Thousand Three Hundred Dollars (\$1,300.00), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to and hereby grants and conveys to Village of Lombard, (Grantee), a permanent easement for the purpose of roadway construction and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

Address: North Side of Hill Avenue, West of the East Branch of the DuPage River

situated in the County of DuPage, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor does not possess rights of Homestead in the premises.

Grantee agrees that while the easement extends into the parking and driveway area, Grantee will not install any improvements or extend the riprap beyond the plan showing in the attached exhibit so that Grantor will be permitted to keep its fence (except for the portion of the fence extending into the existing right-of-way as shown on the attached exhibit) and use the area between the fence and the start of the riprap for parking or storage. 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, 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.

Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all claims and damages, including reasonable attorney's fees, resulting from any injury to persons or property arising out of the acts or omissions of the Grantee and relating to the Grantee's use of the Temporary Easement Property herein granted, this indemnification to survive expiration of the easement.

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 16 day of FEBRUARY, 2016.

By: G. Vincent Cuyler
Signature

By: Barbara J. Cuyler
Signature

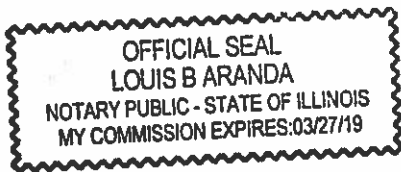
G. Vincent Cuyler

Barbara J. Cuyler

State of ILLINOIS)
County of DUPAGE) ss

This instrument was acknowledged before me on February 16, 2016, by G. Vincent Cuyler and Barbara J. Cuyler.

(SEAL)



[Signature]
Notary Public

My Commission Expires: 3/27/19

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

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: 0002PE
Station: 105+25.96 to 105+73.58
Index No.: 05-12-207-038

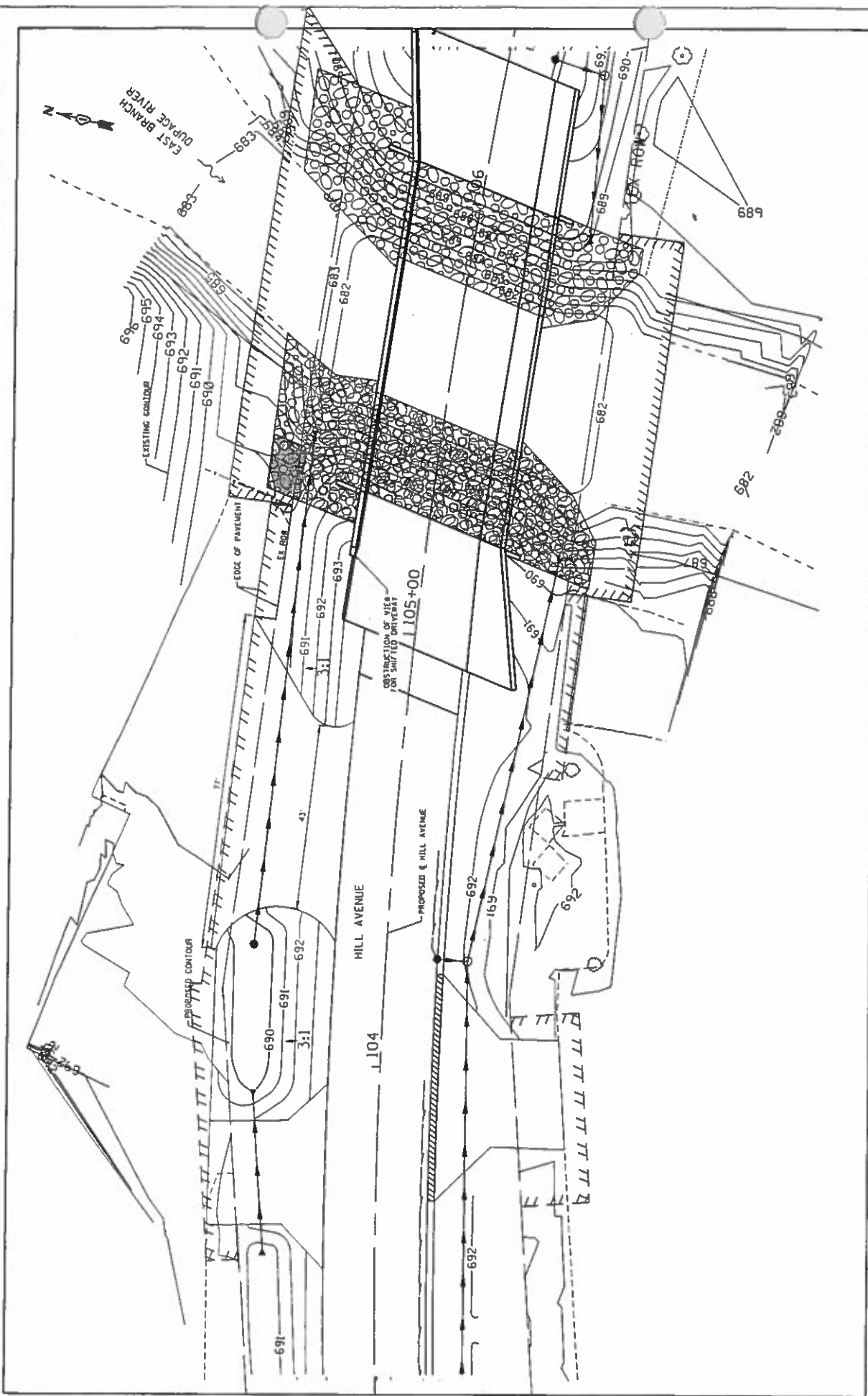
That part of Lot 2 in Villa Park Kitchens Resubdivision, recorded August 11, 1972 as Document Number R72-47323, of part of Lot 11 in the Assessment Division of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois, bearings based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2007 Adjustment) described as follows:

Commencing at the southwest corner of said Lot 2; thence North 53 degrees 16 minutes 01 seconds East, 113.60 feet along the southerly line of said Lot 2 to an angle point in said southerly line; thence North 64 degrees 34 minutes 01 seconds East, 112.32 feet along said southerly line to the point of beginning; thence North 25 degrees 25 minutes 59 seconds West, 15.00 feet; thence North 65 degrees 14 minutes 00 seconds East, 49.14 feet to the easterly line of said Lot 2; thence South 5 degrees 51 minutes 22 seconds West, 14.79 feet along said easterly line to the southeast corner of said Lot 2; thence South 58 degrees 52 minutes 14 seconds West, 18.00 feet along the southerly line of said Lot 2 to an angle point in said southerly line; thence South 64 degrees 34 minutes 01 seconds West, 23.54 feet along said southerly line to the point of beginning.

Said easement containing 0.015 acres, more or less.

May 13, 2015

P:\2010\ME10013_HillAve_BLA\Survey\Legals\P0002PE.doc



 Boilinger, Leach & Associates, Inc. PLANNING, ENGINEERING, ARCHITECTURE	SHEET NO. 11104 PLAN SCALE 1"=100' DATE 11-07-2015	DESIGNED - ME DRAWN - ME CHECKED - BFC DATE 11-07-2015	REVISION - REVISION - REVISION - REVISION -	SECTION 10-0004-CO-01-B	COUNTY DUPAGE	TOTAL SHEETS 11
	HILL AVENUE PROPOSED MODIFIED DRIVEWAY EXHIBIT (NW PROPERTY ONLY)	SHEET 1 OF 1 SHEETS STA. 1104 TO STA. 1120	SCALE 1"=10' HORIZ. 1"=1' VERT.	CONTRACT NO. 15-010		

07/31/2015

Prepared For:

**Millennia Professional Services
2600 Warrenville Road
Suite 203
Downers Grove, IL 60515-1761**

**Effective Date of Commitment: August 25, 2011
Effective Date of Later Date: July 27, 2015**

**WTG File Number: MPS-2011DP-2506.0
Effective Date: July 27, 2015
Section: 12
Township: 39N
Range: 10E
County: Du Page
State: Illinois**

**Customer Reference:
Project: Hill Ave Bridge
Parcel: 0002**

Tax Parcel Number(s): 05-12-207-038

07/31/2015

WTG File Number: MPS-2011DP-2506.0
Project: Hill Ave Bridge
Parcel: 0002

A.L.T.A. COMMITMENT FORM

-Schedule A-

Effective Date July 27, 2015

1. Policy or policies to be issued: 2006 ALTA Owner's
Proposed Amount of Insurance: To be determined
Proposed Insured: To be determined
2. The estate or interest in the land described or referred to in this commitment is a Fee Simple and title hereto is at the effective date hereof vested in:

G. Vincent Cuyler and Barbara J. Cuyler, husband and wife, as joint tenants, as to Parcel 1, and G. Vincent Cuyler and Barbara J. Culyer, his wife, as to Parcel 2
3. The land referred to in this commitment is described as follows:
See Attached Page 2 of Schedule A


Authorized Signature

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-2506.0
Project: Hill Ave Bridge
Parcel: 0002

A.L.T.A. COMMITMENT FORM

-Schedule A Continued-

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, OF PART OF LOT 11 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF VILLA PARK KITCHENS RESUBDIVISION RECORDED AUGUST 11, 1972, AS DOCUMENT R72-47323, IN DUPAGE COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

AND

THAT PART OF LOT 2 IN "VILLA PARK KITCHENS RESUBDIVISION" OF PART OF LOT 11 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED AUGUST 8, 1972 AS DOCUMENT R72-47323, IN DUPAGE COUNTY, ILLINOIS, LYING NORTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY. SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

AND

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY ADJACENT TO LOT 2:

THAT PART OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF AND ADJACENT TO LOTS 1 AND 2 IN "VILLA PARK KITCHENS RESUBDIVISION" OF PART OF LOT 11 IN THE ASSESSMENT DIVISION OF SECTION 12, AS AFORESAID, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED AUGUST 8, 1972 AS DOCUMENT R72-47323, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOTS 1

ISSUED BY:

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

Agent for:
Fidelity National Title Insurance Company

07/31/2015

WTG File Number: MPS-2011DP-2506.0
Project: Hill Ave Bridge
Parcel: 0002

AND 2, BEING ALONG A CURVE TO THE LEFT AND HAVING A RADIUS OF 3,321.38 FEET, A DISTANCE OF 194.27 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY, A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION, AS AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,337.21 FEET AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 125.28 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AS AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 05-12-207-038

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-2506.0

A.L.T.A. COMMITMENT FORM

Schedule B Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. 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.
3. Easements, or claims of easements, not shown by the public records.
4. 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.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2014 and thereafter.

2014 taxes in the amount of \$14,317.36 are not paid

2014 First Installment due June 01, 2015 in the amount of \$7,158.68 is paid.

2014 Second Installment due September 01, 2015 in the amount of \$7,158.68 is not paid.

PERMANENT TAX NUMBER: 05-12-207-038

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-2506.0

2. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, tile systems or irrigation systems which would be disclosed by an accurate survey and inspection of the premises.
3. 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.
4. Confirmed Special Assessments, if any, not certified to by the Company.
5. Financing Statements, if any, not certified to by the Company.
6. For information purposes only, the taxes are assessed to the following:

For Parcel(s): 05-12-207-038
G. Vincent and Barbara J. Cuyler
21W200 Hill Ave.
Glen Ellyn, IL 60137
7. Conveyances within the past five years: None.
8. Contiguous property owned by record title holder: 1

PERMANENT TAX NUMBER: 05-12-207-037

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION OF PART OF LOT 11 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT R72-47323, IN DUPAGE COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

AND

THAT PART OF LOT 1 IN "VILLA PARK KITCHENS RESUBDIVISION" OF PART OF LOT 11 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED AUGUST 8, 1972 AS DOCUMENT R72-47323, IN DUPAGE COUNTY, ILLINOIS, LYING NORTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY. SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

AND

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-2506.0

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY ADJACENT TO LOT 1:

THAT PART OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF AND ADJACENT TO LOTS 1 AND 2 IN "VILLA PARK KITCHENS RESUBDIVISION" OF PART OF LOT 11 IN THE ASSESSMENT DIVISION OF SECTION 12, AS AFORESAID, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED AUGUST 8, 1972 AS DOCUMENT R72-47323, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOTS 1 AND 2, BEING ALONG A CURVE TO THE LEFT AND HAVING A RADIUS OF 3,321.38 FEET, A DISTANCE OF 194.27 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY, A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALLY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION, AS AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,337.21 FEET AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 125.28 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AS AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

9. An Easement dated August 7, 1996 and recorded August 7, 1996 as Document No. R96-130289 made by G. Vincent Cuyler and Barbara J. Cuyler to AT&T Corporation recorded in the Du Page County Recorder's Office.

10. Ordinance No. 5991 Granting a Conditional Use Permit dated March 1, 2007 and recorded April 6, 2007 as Document No. R2007-064117 made by Village of Lombard recorded in the Du Page County Recorder's Office.

11. Ordinance No. 6401 Authorizing the Execution of a Disconnection agreement dated October 15, 2009 and recorded October 28, 2009 as Document No. R2009-163401 made by Village of Lombard recorded in the Du Page County Recorder's Office.

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-2506.0

12. Ordinance No. 6402 Disconnecting Certain Property dated October 15, 2009 and recorded October 28, 2009 as Document No. R2009-163402 made by Village of Lombard recorded in the Du Page County Recorder's Office.

13. Resolution No. 34-11 Authorizing Intergovernmental Agreement between the Village of Lombard and the Village of Glen Ellyn dated October 7, 2010 and recorded October 15, 2010 as Document No. R2010-140097 made by Village of Lombard recorded in the Du Page County Recorder's Office.

14. An Ordinance Authorizing the Execution of a Boundary Line Agreement with the Village of Lombard made by the Village of Glen Ellyn recorded as document R2012-092711 and the terms and conditions of said Agreement.

15. Terms and conditions of an an Ordinance Authorizing the Execution of a Boundary Line Agreement with the Village of Glen Ellyn made by the Village of Lombard recorded as document R2012-092712 and the terms and conditions of said Agreement.

16. Terms and conditions of an Ordinance Approving an Annexation Agreement made by the Village of Glen Ellyn recorded as document R2013-149932 and the terms and conditions of said Agreement.

- End Schedule B -

ISSUED BY:

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

Agent for:
Fidelity National Title Insurance Company

07/31/2015

WTG Number: MPS-2011DP-2506.0

MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
 - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
 - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
 - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
 - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
 - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
 - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
 - G. All parties claiming by or through or under installment contracts for deed or like agreements.

WTG Number: MPS-2011DP-2506.0

MINUTES OF CONDEMNATION CONTINUED

IV. The following persons are noted of record and are necessary parties to any proceedings:

H. The Plaintiff is:

To be determined

I. The Defendants are:

1. G. Vincent Cuyler
2. Barbara J. Cuyler

J. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

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

Village of Lombard

Affidavit of Title

Owner: G. Vincent Cuyler and Barbara J. Cuyler
Address: North Side of Hill Avenue, West of the East Branch of the DuPage River
Route: Hill Ave
Section: over DuPage River
County: DuPage
Project:
Job No. R-55-001-97
Parcel No. 0002 PE & TE
P.I.N. No. 05-12-207-038

State of Illinois)
) ss.
County of DuPage)

I, G. Vincent Cuyler and Barbara J. Cuyler, being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. There are no parties other than Grantor in possession of any portion of the premises described in the attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
 There are no parties other than Grantor and the parties listed below in possession of any portion of the premises described in the attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for Village of Lombard to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
 Vacant and unimproved Agricultural and unimproved
 Improved and
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanics' lien could accrue or has accrued, and
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. The affiant has no knowledge of any unrecorded easements or leases over, under, upon or across the premises to be conveyed.

The affiant has no knowledge of any unrecorded easements over or leases, under, upon or across the premises to be conveyed other than: _____

7. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.

8. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.

9. The identities of all owners and beneficiaries having an interest in the premise to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual owner of the property is: G. Vincent Cuyler and Barbara J. Cuyler

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization.

Publicly-Traded Corporation. There is no readily known shareholder having more than 7-1/2% of the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this 16 day of FEBRUARY, 2016.

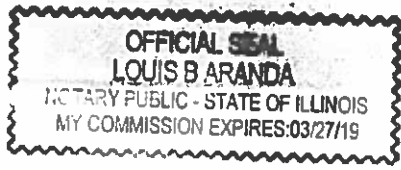
By: [Signature]
G. Vincent Cuyler
Print Name and Title if applicable

By: [Signature]
G Barbara J. Cuyler
Print Name and Title if applicable

State of ILLINOIS)
County of DUPAGE) ss.

This instrument was acknowledged before me on FEBRUARY 16, 2016, by G. Vincent Cuyler and Barbara J. Cuyler.

(SEAL)



[Signature]
Notary Public

My Commission Expires: 3/27/19

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY ONE OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

07/31/2015

WTG File Number: MPS-2011DP-2506.0
Project: Hill Ave Bridge
Parcel: 0002

A.L.T.A. COMMITMENT FORM

-Schedule A Continued-

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, OF PART OF LOT 11 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF VILLA PARK KITCHENS RESUBDIVISION RECORDED AUGUST 11, 1972, AS DOCUMENT R72-47323, IN DUPAGE COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

AND

THAT PART OF LOT 2 IN "VILLA PARK KITCHENS RESUBDIVISION" OF PART OF LOT 11 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED AUGUST 8, 1972 AS DOCUMENT R72-47323, IN DUPAGE COUNTY, ILLINOIS, LYING NORTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY. SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

AND

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY ADJACENT TO LOT 2:

THAT PART OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF AND ADJACENT TO LOTS 1 AND 2 IN "VILLA PARK KITCHENS RESUBDIVISION" OF PART OF LOT 11 IN THE ASSESSMENT DIVISION OF SECTION 12, AS AFORESAID, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED AUGUST 8, 1972 AS DOCUMENT R72-47323, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOTS 1

ISSUED BY:

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

Agent for:
Fidelity National Title Insurance Company

07/31/2015

WTG File Number: MPS-2011DP-2506.0
Project: Hill Ave Bridge
Parcel: 0002

AND 2, BEING ALONG A CURVE TO THE LEFT AND HAVING A RADIUS OF 3,321.38 FEET, A DISTANCE OF 194.27 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY, A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALLY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION, AS AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,337.21 FEET AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 125.28 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AS AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 05-12-207-038

ISSUED BY:

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

Agent for:
Fidelity National Title Insurance Company

Village of Lombard

Receipt and Disbursement Statement

Owner: G. Vincent Cuyler and Barbara J. Cuyler
Job No.: R-55-001-97
Parcel No.: 0002 PE & TE

The Village of Lombard ("Village") (Grantee) acknowledges Receipt of the following:

(check all that apply)

- Warranty Deed covering 0.000 acres
- Permanent Easement covering 0.015 acres
- Temporary Easement covering 0.024 acres

all located in DuPage County, Illinois as right of way for Hill Ave, dated Feb. 16, 2016, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of Two Thousand Two Hundred and no/100 Dollars (\$2,200.00) to Grantor as total consideration for the easements by Grantee is subject to Grantee's approval of title and documentation.
2. All improvements located, wholly or partially, on the parcel shall become the property of the Grantee, unless provided as follows: NONE
3. Possession and right to use the property occur when Grantee delivers payment to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN</u>	<u>Address</u>	<u>Amount</u>
G. Vincent Cuyler and Barbara J. Cuyler	359-30-6849	87 Baybrook Lane Oak Brook, IL 60523	\$2,200.00
			\$
			\$
			\$

*If multiple names, on the same warrant, list first and circle the name of the person or entity whose TIN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN.

5. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person (as such term is defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

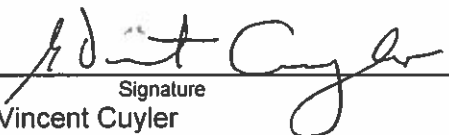
Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.

7. This Receipt and Disbursement Statement and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the sale of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: FEBRUARY 16, 2016

Grantor:


Signature
G. Vincent Cuyler


Signature
Barbara J. Cuyler

Date: MARCH 1, 2016

Grantee:

The Village of Lombard


for Village of Lombard ("Village")

Village of Lombard

Basis for Computing Total Approved Compensation and Offer to Purchase

Route: Hill Ave
Section over DuPage River
County: DuPage

Project: BRM9003(696)
Job No. R-55-001-97
Parcel 0002 PE & TE

Owner(s) of Real Property: G. Vincent Cuyler and Barbara J. Cuyler

Location of Property: North Side of Hill Avenue, West of the East Branch of the DuPage River

Pursuant to 735 ILCS 30/10-5-15, the following has been prepared in order to fully inform you of the details of the acquisition of a portion of your property as right of way for the proposed improvement of Hill Avenue bridge over DuPage River in DuPage County, IL. The legal descriptions of the parcel to be acquired are found in the attached package of documents.

The amounts shown below are the full amounts of the approved values and are based on fair market value of the property. The fair market value of the part to be acquired is estimated without regard for any decrease or increase in the fair market value caused by the project for which the property is being acquired; however, the damage to the remaining property, if any, is estimated with full consideration of the effect of the proposed improvement.

1. Existing Property:

Total area 0.595 acres, more or less

Highest and best use: Light Industrial

2. Land to be Acquired in Fee Simple:

New right of way _____ acres

Existing right of way (when applicable) _____ acres

Total right of way _____ acres

3. Improvements and/or Fixtures to be Acquired:

None.

4. Compensation for Land Acquired in Fee Simple:

Fair market value of the _____ acres to be acquired including all improvements as part of the whole property, based on an analysis of market data in the vicinity of the acquisition. _____

Damage to the remaining property as a result of the acquisition (if any). _____

Total compensation for permanent right of way acquired in fee simple. _____

Less cost of construction to be offset against total compensation. \$0.00

Net compensation _____

Benefits in the amount of N/A have been estimated to the remaining property. These benefits have been offset against any possible damages but have not been offset against any part of the compensation of the part acquired.

5. Compensation for Easements Including Any Damages or Benefits:

Permanent Easements- 0.015 for _____ \$1,300.00
 acres (state purpose)

Temporary Easements- 0.024 for 3 years \$900.00
 acres (state purpose)

Total compensation for easements (when applicable) _____

6. Total Compensation for Entire Acquisition, which includes all interests in the land required for the highway improvement and damages to the remainder property, if any. (sum of 4+%) \$2,200.00

7. Personal Property (Not Being Acquired) located on the Proposed Right of Way:

None.

You may want to retain and remove from the right of way some, or all, of the improvements included in the acquisition. If so, the following owner-retention values have been established for the improvements listed above in Item 3, and the total of the owner-retention values for the improvements retained will be deducted from the total compensation.

Improvement	Owner-Retention Value
_____	\$ _____
_____	\$ _____

Any agreement to retain such improvements does not convey with it a permit to move the improvements on, or over, any state highway. Mr. Jonathan Abplanalp will be happy to furnish information for your use in applying for a permit if one is needed.

Ying Miao
 Ying Miao
 Civil Engineer

On behalf of the Village of Lombard, and as outlined in the above summary, I hereby offer you the sum of \$2,200.00 for the property described on the attached instruments free and clear of all claims of other parties, liens, taxes and encumbrances.



Realty Specialist

AUG 10 2015

Date

Village of Lombard

Negotiator's Report

Route: Hill Ave
 Section: over DuPage River
 County: DuPage

Project: BRM9003(696)
 Job No.: R-55-001-97
 Parcel No.: 0002 PE & TE

Owner(s): **G. Vincent Cuyler and Barbara J. Cuyler**

Address(s): 21W200 Hill Avenue Title VI (Non-Discrimination) Sex: Male Female

Glen Ellyn, IL 60137 Phone No. 630-220-3360
 Email: cuyler87@comcast.net

Interested parties: interests, addresses and telephone numbers
See attached

Negotiator's Certification

(To be completed prior to first contact with Owner)

Negotiator, Jonathan Abplanalp, hereby certifies that:

1. Negotiator understands the subject parcels will be used in connection with a federal-aid or state highway project; and
2. Negotiator has no direct or indirect present or contemplated future personal interest in the subject parcel(s) or in any benefit from the acquisition of such parcel(s).

Dated: 7/6/2015


 Negotiator's Signature

Negotiator's Checklist

- | YES | N/A | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Later date title commitment ordered |
| <input type="checkbox"/> | <input type="checkbox"/> | Status of Owner-occupant displacement (individual, family business, farm operation) |
| <input type="checkbox"/> | <input type="checkbox"/> | Letter of notification of relocation assistance and payments to owner-occupant. |
| <input type="checkbox"/> | <input type="checkbox"/> | Status of tenant-occupant displacement (individual, family business, farm operation) |
| | | No. of Units _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | If tenants are the only parties displaced, date relocation manager notified: _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Negotiator's introductory letter and acquisition summary statement prepared. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Neighborhood and site inspection. |

Certification of Negotiator's Results

Negotiations successful:

Jonathan Abplanalp, Negotiator, certifies that:

1. The written statement embodies the entire agreement and all considerations agreed upon by the Negotiator and the property owner.
2. The agreement between the parties was reached without: (a) coercion, (b) promises other than those shown in the agreement, or (c) threats of any kind whatsoever by or to either party.


 Negotiator's Signature

Date Owner signed documents and settlement: **February 16, 2016**

Total Settlement Amount: **\$2,200.00**

Warrant to be forwarded to payees at following address: See Attached

Negotiations not successful:

- Reason: Unable to agree on compensation for parcel; Unable to obtain clarification of ownership;
 Offer accepted by Owner, but unable to obtain clear title to parcel

Date of referral, if referred for condemnation: **N/A**

Results of Initial Meeting with Owner

Date and remarks, if any, of Negotiator's contacts with Owner by telephone to make appointment for first in person meeting with Owner: **See attached notes.**

Documents delivered to Owner:

"Highway Improvements..." and "A Land Owner's Guide..." brochures and conveyance documents presented and explained to Owner.

"Relocation...Program" brochure and other required documents presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on Relocation Assistance Unit Record (LA 541D)

Delivered by Negotiator, or

Negotiator accompanied by relocation representative, _____, who provided above services, or

N/A – Relocation does not apply.

Date of first in person contact with owner: **8/26/2015**

1. Location of Meeting: Telephone
2. Persons present at meeting: Vince Cuyler
3. Verbal offer made in the amount of **\$2,200.00**
 Written offer (summary statement) prepared and explained to persons in attendance at the meeting.
4. Remarks about meeting including counter-offers by Owner: **See attached notes.**

Note: All contacts with the Owner after the initial meeting should include information set forth in paragraphs 1-5 above, if appropriate. Negotiator's signature or initials should be made after each entry about contacts.

The information in this Negotiator's Report will become a part of the project parcel file. The Negotiator should make entries in this Report no later than the Monday after the contacts with the Owner during the preceding week.

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0002 PE & TE

07/08/2015 Emailed intro letter to Village to be sent to PO.

07/22/2015 Received email from Village (Miao) with copy of Intro letter.

08/07/2015 Called. Number is no longer in service.

08/10/2015 Having no contact telephone number on the appraisal report and after checking 411.com for a phone listing, we were unable to reach the PO at the listed phone numbers. We sent a letter to the property owner asking that they contact us to schedule an appointment with us so that we could present the offer and review the project.

08/10/2015 Due to our inability to make contact with the property owner, we sent the offer package containing (i) the Basis for Computing Total Approved Compensation and Offer to Purchase, (ii) a copy of the Review Appraisal and Appraisal (as the case may be), (iii) a copy of the legal description, (iv) a copy of the right of way plat, and (v) a pamphlet explaining Eminent Domain. Also, we included a cover letter explaining the reason for the package was due to the land acquisition required as part of the roadway construction project. The letter also invited them to call the office to schedule an appointment to review the package and the acquisition process. The package was sent to the property owner.

08/25/2015 Received vm message from Vince providing us with a phone number and asking us to return his call.

08/26/2015 Received t/c from Vince. We scheduled an appointment for tomorrow 8/27 @ 1:00 pm. He said that the tenant uses part of the area of the PE as storage and they need the PE to be reduced. He said he has spoken with Ying Miao at the Village regarding this.

08/26/2015 Emailed Village stating: "I have a meeting set up with the PO for the above referenced parcel tomorrow afternoon. I just spoke with him and he expressed some concerns regarding the PE. He let me know that their tenant uses a portion of the PE as storage and they need the size of the PE reduced. He said he has discussed this matter with you and you were looking into it. Can you update me further on your conversations with him and provide any information regarding this issue that you may have? Thanks."

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0002 PE & TE

08/26/2015

Received email from Village stating: "Please find attached email I sent to Matt Cesario of Bollinger. Matt is working on it. Please let me know if you have any questions or anything I can help further."

Attached was an email from Village to Matt Cesario stating: "Mr. Cuyler at 21 W. 200 Hill Ave. stopped by at my office on Aug. 21. He has some concerns about the bridge designs around his property. The first concern is that riprap within the permanent easement (in color of blue on attached Plat of Highways) is too close to the building, therefore vehicles can't make turns between the corner of the building and the riprap. Can you please check if we can push the riprap back from the north-west limits of the permanent easement?"

The other concern is storm water from the raised road draining into his property and buildings. Can you please check the capacity and grading of the drainage system (culverts and the roadside swales) so that the drainage system is able to convey and intercept storm water before flowing into his property.

The last thing is he does not want any trees to be planted in the parkways, which I don't think we are proposing any trees within the parkway.

He is waiting on our response to his concerns before he signs off the easement documents.

Markups on the plans are attached."

08/27/2015

Met w/ Vince and Barbara Cuyler, owner(s) of property (PO), at property. We discussed the overall highway construction project, the need for the improvements and the impact on the community. I reviewed the Offer Package with the PO. I explained that it included (i) the Basis for Computing Total Approved Compensation and Offer to Purchase, (ii) a copy of the Review Appraisal and Appraisal (as the case may be), (iii) a copy of the legal description, (iv) a copy of the right of way plat, and (v) a pamphlet explaining Eminent Domain. I explained the acquisition process and the independent appraisal methods employed by the acquiring entity to determine the fair market value of the parcel being acquired. We talked about the options if the PO rejected the offer by the acquiring entity and the process of submitting a counter proposal in the event that the PO was not satisfied with the offer made by the acquiring entity. I gave the PO a brief overview of the pamphlets that were included in the package. I explained the procedures for conveyance of right of way.

We reviewed their concerns regarding the rip rap in the PE and how their tenant uses part of the PE area to park and store equipment. I explained that the Village was looking into it to see what changes they could make. We discussed the drainage ditches and the culverts under the driveways. They wanted to make sure they were large enough and had the capacity so water would not run onto their property. I let them know the Village was looking into this and we would let them know as soon as the Village completed their review. They asked that I email them a copy of the plans.

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0002 PE & TE

-
- 08/27/2015 Received email from Village to PO stating: "Please find attached Exhibit and email below from the design engineer. I hope this has addressed your concerns. Please feel free to contact me if you have any questions."
- Forwarded email stating: "We have looked into Mr. Cuyler's concerns and below are the responses.
1. Please find the attached exhibit showing the revised location of the rip rap near Mr. Cuyler's property. The rip rap is located at this location to protect the slope of the bank into the river from the west ditch. We were able to pull the ditch away from the property which allowed us to adjust the location of the rip rap limit away from Mr. Cuyler's property. We were able to reduce the distance by approximately 6 feet. There is now approximately 16 feet from the corner of the building to the rip rap.
 2. The culverts and swales have capacity for the runoff from the roadway. The runoff from the roadway towards Mr. Cuyler's property is approximately the same as the existing conditions since the roadway in the existing and proposed conditions is super elevated away from his property towards the south. The existing culverts are 12 inches and in the proposed condition they are being upsized to 18 inch. Please be aware that the 100 year Base Flood Elevation will occupy the ditch and parking lot.
 3. You are correct. We currently have not proposed trees in the parkway. However, the DuPage County DEC, Kane DuPage SWCD, or IDOT may require trees to be planted for any trees removed. If this is the case we can work around his parkway.
- I hope this clears up any concerns. If you need anything else please let me know."
- 08/28/2015 Emailed copy of construction plans to PO.
- 08/28/2015 Emailed Village stating: "In meeting with the PO, they expressed concerns regarding the use of the permanent easement in the future. I have not discussed the revised plans you sent yesterday with the PO as of yet, but they may want some language built into the easement agreement stating that no future improvements will impact the area of the PE we are avoiding, as they have tenants park and store equipment in this location. Would this be an issue for you to have some language stating something to that effect?"
- 09/01/2015 Received email from Village stating: "I don't see particular issue with limiting the Village use of the PE, However, I want to make sure that we will have access to maintain the riprap. Please submit the draft language of the PE for review."
- 09/02/2015 Emailed Village (Miao) stating: "Could you have the attached document reviewed? The additional language I have added is highlighted. Please let me know if this works for the Village."
- Received email from Village (Miao) stating: "8 feet of the existing fence is to be removed per the Removal Plan, therefore we need to make it clear on what section of the fence they can keep. In addition, I don't see any language that the Village has the right to access the PE to maintain the riprap."
- Emailed Village (Miao) stating: "The general grant of a PE gives you right to maintain the riprap as it gives you permanent use of that property. Can you provide me with a marked up exhibit that we can use regarding fence so I can attach as an exhibit and then describe in the PE to clarify."
- 09/02/2015 Received email from DSE Cesario stating: "I am working on an exhibit now and should have it to you shortly."
-

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0002 PE & TE

-
- 09/02/2015 Received email from DSE Cesario stating: "Please find attached the exhibit showing the existing fence removal. The fence is to be removed due to the proposed ditch as well as being in the existing Hill Avenue right of way."
- 09/02/2015 Received email from Village (Miao) stating: "FYI, the tree adjacent the fence and the guard rail is also going to be removed."

Emailed DSE Cesario stating: "The tree is not reflected on the exhibit. Neither is the riprap. Can you add those items?"
- 09/04/2015 Received email from DSE Cesario stating: "Please find the revised exhibit indicating the tree to be remove and the rip rap. Please note that the tree size is indicated as 2x12" and 1x10" but only one symbol. This is because all the trees are connected at the base /ground but the measurements are at waist high level. If there is anything else you would like to add to the exhibit please let me know."
- 09/04/2015 Emailed PO stating: "Please see attached. This exhibit reflects the location of the rip rap which has been revised based on your concerns regarding your tenant's use of this area, and also reflects the small portion of the fence that is to be removed. I will give you a call next week to discuss further."
- 09/11/2015 Left vm message for Vince to return our call.
- 09/14/2015 t/c with Vince. We reviewed the new plan for the rip rap and the revision the Village was able to make. I reviewed with him the language we have approval for in the permanent easement document limiting future improvements inside the permanent easement area. He said he was still concerned with the rip rap plan. He said the 16 feet was still cutting it close. He asked if the Village could take a look to see if the rip rap could be pulled away another few feet possibly. I told him I would have to check with the Village but it may have been pulled away as far as they are able but we would get back to him once we received a response from the Village,
- 09/14/2015 Emailed Vince copy of marked up exhibit. Asked him to please give us a call to discuss.

Received vm message from Vince to return his call.
- 09/15/2015 t/c with Vince. We reviewed the marked up plan and he confirmed he was wanting the rip rap to be pulled further south rather than further east. I told him I would have the Village take a look at it.
- 09/15/2015 Emailed Village and DSE stating: "The PO is still concerned with the distance of the rip rap from the edge of the building at 16 feet, and asked if we could take another look at it to see if it can be pulled back to the South any further. He was hoping for another 4 feet, but I explained that if we were able to pull it back any further, the distance from where it currently is proposed to the existing ROW line is only about 2.5 feet. Can you take another look at the rip rap and determine if it is a possibility to pull it South another couple feet? If a revision is possible, can you get us a revised exhibit showing the new proposed location of the rip rap?

If we are unable to revise the rip rap any further, I may suggest an on-site meeting between the few of us so that we can attempt to address and minimize his concerns as much as possible. Please feel free to give me a call if you have any questions. Thanks."
- 09/15/2015 Received email from DSE stating: "We are unable to reduce the rip rap at this location any further. The reduction has been maximized. The rip rap is placed to protect the slope as well as the bridge and wing wall. We can provide an exhibit which shows the section of rip rap near the property with a stabilized surface (CA-6). We will be able to get you an exhibit by the end of the day or tomorrow."
-

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0002 PE & TE

- 09/16/2015 Received email from DSE stating: "Please find the attached exhibit illustrating the Auto Turn Movement as well a solution for all parties regarding the rip rap.
1. Rip Rap (Sheet 1): Please note that the rip rap at the location for the PO area of concern has been adjusted to the original location but has been capped with CA-3 and CA-6 stone creating a drivable surface. The rip rap is needed at this location to protect the bridge as well as protecting the slope and ditch from erosion. This capped rip rap should solve the issue of the PO being able to drive and park in this location.
 2. Auto Turn Movements (Sheet 2): Auto Turn movements for a vehicle with boat trailer has been performed. (Please note that AUTO TURN software does not have a pickup with a boat trailer but only the car with boat trailer. However these are equivalent due to the size and axle number). The vehicle is able to pull into the side of the building as well as pull out of the side of the building without encroaching on the rip rap.
- Please let me know if there is anything else."
- 09/18/2015 Emailed revised rip rap & auto turn exhibit to Vince.
- 09/21/2015 Left vm message for Vince to return our call.
- 09/23/2015 t/c with Vince. I reviewed the revised plan for the rip rap with the driveable surface on the area closest to the building to allow for them to continue to use this area of the property. He said that should work for them to be able to use this area. I asked if they were ready to move forward or if they intended to present us with a counter offer. He said they did intend to present us with a counter offer and would work on that this week. I told him I would check back next week if we had not heard from them.
- 09/28/2015 t/c with Vince. He has concerns over the location of the driveway and how it will create a challenge for the tenant on the east side of the building to utilize the driveway with trucks and deliveries coming in to their garage door. He wanted to meet at the property to review what he believes could be done with the driveway to reconfigure it. He said he has a drawing of what he thinks could be done but does not have the capabilities to scan it to us. I explained there could be challenges with relocating or reconfiguring the driveway back to the east as the bridge would be raised. We scheduled a meeting for tomorrow morning at 9:00 am.
- 09/29/2015 Met w/ Vince at the property. We reviewed his concerns regarding his tenant being able to access their garage door with trucks and deliveries. He provided a plan of a possible reconfiguration of the driveway to help facilitate truck access to the garage door. I let him know I would present it to the Village and would get back to him after they took a look into what they may be able to do.

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0002 PE & TE

-
- 10/01/2015 Emailed Village stating: "I met with the PO for the above referenced parcel this week and he continues to have concerns regarding the plans. He was very pleased with the drivable surface on the corner of the rip rap but now has moved on to concerns over the proposed driveway. Please see the attached plan that we have marked up which was provided by the PO. The PO is concerned about the access to the garage door on the east corner of the building that is used by the tenant of Unit A. Currently the tenant is able to pull trucks up to the garage door by using the existing driveway. That driveway will be removed and relocated to the west, and the PO believes there will be issues with getting trucks up to the garage door. He has concerns about losing his tenant if that is the case. He provided this plan requesting a reconfiguration of the driveway to help facilitate the truck access. I have highlighted in red his proposed plan for the edges of the driveway and pavement. He believes that 20' from the garage door to the edge of the pavement would be sufficient space and adjusting the edges of the driveway would help with truck movement. He also has concerns of water draining towards the building.
- Can you take a look at this and advise if these changes are a possibility? At this point, we do not believe the owner will agree to convey the R/W until these issues are addressed. We need the Village and its engineers to meet with the PO to address all of his engineering issues so that we are able to continue with negotiating the acquisition. Please let me know if you need my assistance in scheduling this meeting."
- 10/01/2015 Received email from DSE stating: "Let us take a look and see what we can do to try an accommodate him. Thanks."
- Received email from Village stating: "For the drainage concern the PO has, have you shown him the revised drainage plans that we have proposed a larger size driveway culverts - 18" vs the existing 12" pipes? In addition, the proposed road is superelevated on the north side of the road like the existing condition. This means that no more water from the roadway than what is today's will drain to his property."
- Emailed Village stating: "Yes, I have explained all of that to him. He seems most concerned with the drainage ditch area where the existing driveway to be removed is located. It's almost as though he does not trust the grading plan in this drainage ditch, which is why we believe the meeting may be necessary."
- Received email from DSE stating: "The main concern with the option the PO is providing is that the ditch between the roadway and the edge of his pavement (driveway) is eliminated. This ditch was included and designed to collect any runoff towards his property. Ying is correct, the area in the existing and proposed draining towards his property is the same due to the superelevation of Hill Ave. We can provide an exhibit illustrating his driveway request. Thanks."
- Received email from Village stating: "Can you please set up a meeting with the PO and all involved parties? I am pretty much open next week except mornings on Monday and Wednesday."
- 10/01/2015 t/c with Vince. I explained the Village wanted to set up a meeting to review the issues. We tentatively scheduled a meeting for Thursday 10/8 @ 2:00. I told him I would confirm with the Village and get back to him.
- 10/01/2015 Emailed Village checking on availability for Thursday 10/8 @ 2:00.
- Via exchange of emails we confirmed for Thursday 10/8 @ 2:00.
- t/c with Vince confirming our appointment for 2:00 on 10/8.
-

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0002 PE & TE

-
- 10/08/2015 Met w/ Vince and Barbara Cuyler, owner(s) of property (PO), at property. Also present was DSE Matt Cesario and Ying Miao and Carol Goldsmith of The Village of Lombard. We reviewed the proposed plan provided by the PO. We explained the challenges of extending the parking area as it would eliminate space for the ditch, which could result in more water coming toward the property. We discussed various options that may be able to be done including adding grasscrete in this area so trucks can drive on a portion of this area without disturbing it and it would continue to drain water from the roadway. We also discussed extending a culvert from the west of the driveway all the way out to the creek to possibly eliminate the need for the ditch. DSE Cesario said he would talk to IDOT about the possibility of these options and would be in touch.
- 10/16/2015 Received email from DSE stating: "Please find attached revised plan sheets which include both properties owners request. Below is a summary:
- South Property:
1. The drainage to the storm sewer on the south side of the road has been verified and an 18" pipe has the capacity to handle the 10 year storm (only required to design to the 10 year) however we did upsize the storm sewer at this location from a 18" to a 24" and created a larger ditch section at the beginning of the run near station 102+00.
 2. A curb has been added to close off the old driveway
 3. The proposed driveway has been reduced to 25' wide instead of the original 35' wide.
- North Property:
1. The driveway has been revised to include a radius to the property
 2. The pavement east of the drive has been revised to be located back at the existing right of way
 3. A strip of Concealed Grass Concrete System (Grass-Crete) has been added for a 4 foot width. A ditch or swale could not be added due to the close proximity of the revised driveway pavement location.
 4. The culvert under the relocated driveway has been revised to a storm sewer with a structure for drainage collection, west of the driveway and out letting near the river.
- I hope this helps resolve their concerns and allows the process to proceed."

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0002 PE & TE

-
- 10/20/2015 Received email from DSE stating: "We have revised the exhibit for the property owners based on the comments provided to Joel yesterday. Below is a response / description of the revisions.
1. A label has been added to the plan and profile sheet (HMA DRIVEWAY C.E. 5' X 49', 27 SY). The section of the driveway between the existing right of way and the proposed temp easement is to be replaced, From Station 104+77.80 east to the proposed permanent easement. This is to provide slope of the pavement away from the building as much as possible.
 2. The "R" on the drainage and utility plan in question is indicating the removal of the existing flared end section and the existing culvert under the NW property's driveway that is being removed.
A drainage structure has been added to the west side of the proposed driveway to collect drainage and flows east under the proposed driveway to outlet near the river.
 3. On the landscaping plans, the hatch for the concealed grass concrete system has been added to the legend. The dimensions have been labeled and the area provided.
 4. The cross section for station 105+00 has been included and indicates the new driveway pavement between the existing right of way and the proposed temporary easement. Also the concealed grass concrete system has been shown. The proposed driveway pavement slopes away from the building towards the concealed grass concrete system. A swale is unable to be constructed in this area but the slope of the land flows towards the river.
- If you have any questions or need anything else please let me know."
- 10/20/2015 Emailed copy of revised construction plans to Vince stating: "Please see the attached revised construction plans incorporating the changes discussed at our meeting. The following revisions were made:
1. The driveway has been revised to include a radius to the property.
 2. The pavement east of the drive has been revised to be located back at the existing right of way.
 3. A strip of Concealed Grass Concrete System (Grass-Crete) has been added for a 4 foot width along the pavement east of the driveway.
 4. The culvert under the relocated driveway has been revised to a storm sewer with a structure for drainage collection west of the driveway, and out letting near the river.
- I will give you a call in a few days to discuss after you have had a chance to review. Please let me know if you have any additional questions."
- 10/23/2015 Left vm message for Vince to return our call.
- 10/23/2015 t/c with Vince. He said he received our email but was hard for him to read the plans. He let me know he stopped by the Village and received a printed out copy of the plans from them. He said he would be going through it today and would let me know if he had any questions. I told him I would check back towards the middle of next week if we had not heard anything from him.
- 10/28/2015 t/c with Vince. He said they were out of town and would be back on Friday. He said they would give us a call then. I told him I would check back next week if we had not heard from them.
- 11/03/2015 Left vm message for Vince to return our call.
- 11/06/2015 Left vm message for Vince to return our call.
-

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0002 PE & TE

-
- 11/06/2015 t/c with Vince. He said he took a look at the plan revisions and he is still concerned with the location of the driveway. I let him know that the location of the driveway was not something we had discussed at our meeting. He wanted the driveway to be moved further east, towards the bridge as he is very concerned about the impact to the tenant accessing the garage on the far east of the building. I explained that I did not know if this would be able to be accomplished as the driveway then gets very close to the bridge, and the slope of the driveway might be too steep the further east it goes. I also let him know that this would potentially change a lot of other items and may be more complex than just sliding the driveway over. He wanted to meet with the Village and engineers to show him his marked up plan of what he thinks should be done. I explained that we had already had multiple meetings at the site and this was not an issue discussed at any of the meetings. I told him that I did not believe a meeting was necessary as I understand his concerns and can convey them to the Village. He again stated that he wanted to review his drawing with the village. I told him that I did not know if any changes would be able to be made but that I have a good understanding of his concerns and suggested he mail us his drawing and I will present it to the engineers with his concerns. I asked where they stood with the compensation, as I did not want to go back to the engineers again if we were going to be at a serious impasse over compensation. He said he was not worried about the compensation and believed it to be sufficient, but has serious concerns over the location of the driveway that need to be addressed. I told him I would present his drawing to the engineers once we received it but could not make any promises that any changes would be able to be made.
- 11/06/2015 t/c with DSE. I explained my conversation with the PO and their request to move the driveway to the east. I told him the PO was sending me a drawing for me to pass along, and I would forward a more formal request next week once I received it, but wanted to give them a heads up for them to start taking a look at the issue.
- 11/10/2015 Received copy of marked up plan from Vince requesting changes to the east driveway.
- 11/11/2015 Emailed DSE stating: "Per our conversation last week, attached please find a marked up copy of the plan provided by the PO. The PO continues to have concerns about the access to the garage door for his tenant closest to the bridge, and has provided the attached drawing proposing the east driveway be shifted to the east and reconfigured to minimize the impact on the tenant and their truck traffic. Can you take a look into this to see if it is a possibility to make any changes to the location / configuration of the driveway to accommodate the PO's request? Please feel free to give me a call if you have any questions."
- 11/19/2015 Emailed DSE checking on status of driveway revisions requested.
- Received email from DSE stating: "We are still looking into his request and determining a way to satisfy the PO. Moving the driveway next to the bridge poses safety concerns as well as greatly increases the slope of the driveway. We will talk with the Village and come to a conclusion."

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0002 PE & TE

12/01/2015

Emailed DSE checking on status of driveway revisions requested.

Received email from DSE stating: "The Village met the PO this morning and they agreed upon the following markup. We are in the process of making the changes to the plans. Please see below.

The forwarded messages stated the following: "Carl and I met with the PO yesterday regarding the options. We told the PO the option 2 is not safe. We offered that if we can extend the driveway 10' west (Option 1) so that it would be easier for vehicles turning in and out. The PO agrees. Can you please take a look at it if it is feasible. Also, I marked a change on the east turning radius of the driveway. I have attached the markup sheet."

"We have reviewed the property owner's request to relocated his driveway next to the bridge. We have prepared three (3) options. After your review and recommendation, we can talk with Jonathan at Santa Cruz to determine the course of action. Below is an over view of the options and the recommended option

Option 1 - Proposed Modified

This option proposed to leave the location of the driveway as it currently has been designed in Phase I and Phase II. This location has been shown and approved by IDOT as well as provides the safest location. Shifting the driveway closer to the bridge produces safety concerns with the vehicles leaving the driveway and the parapet on the bridge. Vehicles leaving the driveway won't be able to see around the parapet and recognize if vehicles are approaching on Hill Ave. To modify the driveway at the current location, it is possible to skew the western edge of the drive to better line up with the garage door of concern. This would produce a greater slope on the western edge of the driveway but would line up vehicles entering and exiting the garage door. This was previously accomplished by the property owners concurrence of the grass crete. This would be the recommended option out of the three.

Option 2 - Shifted Driveway

This option is not recommended due to the safety issues of exiting drivers being able to see around the bridge parapet to recognize vehicles traveling on Hill Ave. Moving the driveway closer to the

Bridge increases the slope of the driveway causing potential issues exiting the driveway in winter conditions. The location of the driveway will eliminate any swale or ditch in front of the garage door to catch drainage prior to entering the parking lot. The runoff down the driveway will be directed towards the garage door. IDOT has not seen this location and may deny this location based on safety.

This option would eliminate the grass crete previously provided.

Option 3 - No Easement Required

This option eliminates the need for any temporary or proposed easements from the property. The driveway slopes will we steeped to stay within the existing right of way. The proposed rip rap and

"capped" rip rap will be eliminated as well. This option would require no work within the property and require no need to obtain easements eliminating negotiations.

Please review internally and feel free to call me and discuss. We could have a conference call if need be. Once we have the direction on how we want to proceed with the property owner we will inform SantaCruz."

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0002 PE & TE

-
- 12/10/2015 Emailed DSE stating: "Were you able to complete the driveway revisions agreed upon by the Village and the PO? Can you provide copies of those revisions for us so we can continue our negotiations with the PO? Thanks."
- 12/15/2015 Received email from DSE stating: "Please see below. Ying will forward the exhibit to the Property owner this week and then once she does you should contact them again regarding the exhibit. Thanks!"
- The forwarded message stated: "I will forward the drawing to the PO today. I would say Santacruz could contact the PO sometimes this week."
- 12/15/2015 Emailed DSE stating: "Thanks Matt. Can we get a copy of the exhibit also? I will give him a call on Thursday or Friday."
- 12/16/2015 Received copy of revised driveway exhibit from DSE.
- 12/18/2015 t/c with Vince. He said he received the revisions to the plans showing the driveway changes and everything looked good to them. He said they would accept the offer and to send them the necessary documents to complete the transaction. I confirmed barbara and him were married. We reviewed that the latest exhibit should be attached to the PE document. I told him we would start preparing those documents and would let them know if we needed any additional information. He asked we send the documents to their home address.
- 01/05/2016 Sent conveyance documents to PO.
- 01/20/2016 Received t/c from Vince. He wanted to let us know they had a death in the family and will be delayed in getting the documents completed. I told him we were very sorry to hear that and we will check back with them in a couple weeks.
- 02/01/2016 Sent email to Vince requesting status of documents.
- 02/03/2016 Received following email from Atty Aranda: "We have been contacted by Vince and Barbara Cuyler regarding a letter they received from your office referencing: Parcel 0002 PE & TE Route: Hill Avenue Job No.: R-55-001-97; being a project for the Village of Lombard involving the north side of Hill Avenue, west of the east branch of the DuPage River.
- After review of the drafts of the Temporary Construction Easement and the Permanent Easement, we would request the following language be added to these Agreements:
- Temporary Construction Easement:
- Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all claims and damages, including reasonable attorney's fees, resulting from any injury to persons or property either now or in the future arising from Grantee's use of the Temporary Easement Property herein granted, this indemnification to survive expiration of the easement.*
- Permanent Easement:
- Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all claims and damages, including reasonable attorney's fees, resulting from any injury to persons or property either now or in the future arising from Grantee's use of the Easement Property herein granted, this indemnification to survive expiration of the easement.*
- Kindly forward revised Agreements to my office for review."

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0002 PE & TE

-
- 02/08/2016 Sent following email to Atty Aranda: "I forwarded this indemnification language to the Village of Lombard for their review and approval. They revised the language as follows:
- Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all claims and damages, including reasonable attorney's fees, resulting from any injury to persons or property arising out of the acts or omissions of the Grantee and relating to the Grantee's use of the Temporary Easement Property herein granted, this indemnification to survive expiration of the easement.*
- Please let me know if this works for you and I will email you the revised TE and PE. "
- 02/09/2016 Received following email from Atty Aranda: "The changes made to our indemnification language is acceptable.
- Kindly have the Agreements revised and please forward the documentation that the Cuyler's will need to sign to me for their signatures."
- 02/10/2016 Sent email to Atty Aranda attaching copies of revised PE and TE.
- 02/17/2016 Sent following email to Atty Aranda: "Please let me know the status of the documents. We need to get these asap so that we can keep this project on schedule."
- Received following email from Atty Aranda: "They were put in the mail yesterday. You will have them this week."
- 02/22/2016 Received documents. Affidavit of Title was not notarized.
- Sent original Affidavit of Title to Atty Aranda to be notarized.
- 02/25/2016 t/c/w Atty Aranda. He stated that he did not receive the Affidavit yet. I let him know that I would email him a copy to have notarized and asked if he could scan and send back to me. He stated that was fine and when he received the original he will notarize and send the original back to me.
- Emailed Affidavit to Atty Aranda.
- Received email my Atty Aranda with Affidavit of Title stating original is in the mail.
- 02/29/2016 Received original Affidavit.

Certification of Negotiator's Report

I hereby certify that each of the foregoing entries reflects a memorandum of the act, transaction, occurrence, or event above described made in the regular course of business and it is my business practice to make such memorandum at the time of such act, transaction, occurrence, or event or within a reasonable period of time thereafter.


Jonathan Abplanalp

Dated: March 1, 2016

OTHER INTERESTED PARTIES

G. Vincent Cuyler and Barbara J. Cuyler
87 Baybrook Lane
Oak Brook, IL 60523

Attorney:

Louis B. Aranda, Attorney
Hunt Aranda & Subach, Ltd.
1035 S. York Rd.
Bensenville, IL 60106
630-860-7800
LBAranda@7800law.com

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) G. Vincent Cuyler	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 87 Baybrook Lane	Requester's name and address (optional)
City, state, and ZIP code Oak Brook, IL 60523		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
3 5 9 - 3 0 - 6 8 4 9
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 2/14/16
------------------	----------------------------	----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Waiver Valuation

Route Hill Avenue over the East Branch of the DuPage River
Section 10-00154-00-BR
County DuPage
Project BRM9003 (696)
Job No. --
Parcel 0002 PE & TE
Unit Local Roads

[X] Original [] Supplement No.

Based on the review of available data, an appraisal is unnecessary because the valuation is not complex and the value is not expected to exceed \$10,000.00, and as directed under 49 Code of Federal Regulations, Part 24.2(a)(33) and 24.102(c)(2).

1. Owner's Name, Address and Telephone: G. Vincent Cuyler and Barbara J. Cuyler
21W200 Hill Ave., Glen Ellyn, IL 60137

2. Tenant's Name, Address and Telephone: Multiple tenants

3. Identification of Property: North side of Hill Avenue, West of the East Branch of the DuPage River
PIN: 05-12-207-038

4. Inspection Date: 6/26/2015 4a. By: D. White

5. Present Use: Light Industrial 5a. Highest and Best Use: Light Industrial

6. Zoning: Not zoned 6a. Farmland Preservation Act: n/a

7. Area of Whole 0.595 / 25,918 (ac./s.f.) Permanent Easement: 0.015 / 645 (ac./s.f.)
Total ROW: n/a (ac./s.f.) Temporary Easement: 0.024 / 1,038 (ac./s.f.)
Net New ROW: n/a (ac./s.f.) Area of Remainder: 0.595 / 25,918 (ac./s.f.)
Existing ROW: n/a (ac./s.f.)

8. Sales Considered: Land Sales No. 1 thru No. 4. Unit land value of \$4.00 per square foot.

9. Fair Market Value of Property Taken (including improvements) as Part of the Whole: \$ n/a

10. List Improvements and Type of Land

11. Damage to the Remainder: \$ n/a

12. List Items of Damage:

13. Compensation for P.E.: \$ 1,300
Remarks: Value diminution opined at 50% of the unit land value

14. Compensation for T.E.: 3 year easement term, 7% per year rate of return. \$ 900
Remarks: Both existing driveways to be shifted to the west as a part of the project; asphalt and lawn areas to be replaced by the contractor.

15. Total Compensation: \$ 2,200

Preparer's Signature: [Signature] Date: 6/26/2015
Agency Representative: [Signature] Date: 6/29/15

IL General 553.000624 9/30/2015 Jurisdictional Exception Certification Attached: [] Yes [X] No
Lic. Type & No. Exp. Date

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photo: 6/26/15

Photograph By: D. White

Camera Facing: West

Description: PE area adjacent to the river.
Along Hill Avenue from the river.



Date of Photo: 6/26/15

Photograph By: D. White

Camera Facing: West

Description: TE and PE area from east end of
subject.

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photo: 6/26/15

Photograph By: D. White

Camera Facing: East

Description: TE area at drive entrances.



Date of Photo: 6/26/15

Photograph By: D. White

Camera Facing: East

Description: TE ara at drive entrances.

LAND SALE NO.1

Location: 30 W Talbot Rd., Warrenville IL 60555
PIN/Legal: 04-33-204-063
Record Doc. No.: R2014-022296
Grantor: Synergy Property Holdings, LLC
Grantee: Liv Real Estate, LLC
Verified by: Special Warranty Deed, PTAX, CoStar
Sale Date: December 2013
Sale Price: \$85,000
Unit Sale Price: \$0.92 per sq. ft. of land
Land Size: 92,489 sq. ft. or 2.12 acres
Wetlands/Floodplain: None/None
Utilities: All public utilities available

LAND SALE NO.2

*This sale included a ±1,260 s.f. building and a 1 car detached garage that contribute only a nominal amount
Location: 849 S. River St., Batavia, IL 60510
PIN/Legal: 12-27-251-026
Record Doc. No.: 2009K075800
Grantor: Gregory K. Votava, Richard S. Votava, Steven J. Votava, and Deborah L. Paulsen
Grantee: Martin Farm Holding LLC #12
Verified by: Warranty Deed, PTAX, CoStar
Sale Date: October 2009
Sale Price: \$406,000
Unit Sale Price: \$4.71 per sq. ft. of land
Land Size: 86,249 sq. ft. or 1.98 acres
Wetlands/Floodplain: Approximately 20% of the site is located within the 100 and 500 year floodplain.
Utilities: All public utilities available

LAND SALE NO.3

Location: 30 W Talbot Rd., Warrenville IL 60555
PIN/Legal: 04-33-204-063
Record Doc. No.: R2008-166146
Grantor: PKB Group, L.P., a Delaware limited partnership
Grantee: Laser Holdings, LLC, a Florida limited liability company
Verified by: Special Warranty Deed, PTAX, CoStar
Sale Date: October 2008
Sale Price: \$175,000
Unit Sale Price: \$1.89 per sq. ft. of land
Land Size: 92,489 sq. ft. or 2.12 acres
Wetland/Floodplain: None/None
Utilities: All public utilities available

LAND SALE NO.4

*This sale has subsequently been developed with a ±40,084 sq. ft. industrial building and typical site improvements.

Location: 1695 Glen Ellyn Rd., Glendale Heights, IL 60139
PIN/Legal: 02-26-401-039 (-034 at time of sale)
Record Doc. No.: R2011-058400
Grantor: The Harrier Company, LLC
Grantee: Glen-Lando, LLC
Verified by: Warranty Deed, PTAX, CoStar
Sale Date: April 2011
Sale Price: \$1,475,595
Unit Sale Price: \$6.25 per sq. ft. of land
Land Size: 236,095 sq. ft. or 5.42 acres
Wetland/Floodplain: None/None
Utilities: All public utilities available

Client: Village of Lombard
Intended Users: Village of Lombard
Intended Use: Waiver of Valuation, as directed under 49 Code of Federal Regulations, Part 24.2(a)(33) and 24.102(c)(2), valuations under \$10,000.
Objective: Provide a valuation of the area to be acquired, reported within a restricted appraisal report as outlined in the Uniform Standards of Professional Practice; and under the Wavier Valuation Process as outlined in CFR 49 for the Federal Highway Administration.
Effective Date: The date of value is the last date of inspection as indicated on page 1.
Report Type: Restricted Use Report, as defined by USPAP Standard Rule 2-2.
Comments: Steve Santacruz, agent for the Village of Lombard is the contact person for this assignment. The estimated exposure time is 6 to 9 months. The subject is primarily located within a floodplain.

CERTIFICATION

- I hereby certify that to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions, and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.

STATEMENT OF CONTINGENT AND LIMITING CONDITIONS

1. This appraisal covers the property as described in this report and the areas and dimensions as shown herein are assumed to be correct.
2. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the appraiser render any opinion as to the title which is assumed to be good and marketable. The property is appraised as though under responsible ownership and competent management.
3. Any sketch or map in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The appraiser has made no survey of the property.
4. The appraiser is not required to give testimony or to appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefore.
5. The appraiser assumes that there are no hidden or apparent conditions of the property, subsoil or structures which would render the property more or less valuable. The appraiser assumes no responsibility for such conditions, or for the engineering which might be required to discover such factors.
6. The subject property is assumed to have potable water.
7. Information, estimates and opinions furnished to the appraiser and contained in the report were obtained from sources considered to be reliable and are believed to be true and correct. However, the appraiser for the accuracy of such items furnished the appraiser can assume no responsibility.
8. Neither all nor any part of the content of this report, nor a copy thereof, shall be used by anyone but the client for whom the report has been prepared without the previous written consent of the appraiser; nor shall it be conveyed by anyone to the public, through advertising or other means, without the written consent and approval of the appraiser.
9. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, radon gas, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required discovering them.
10. It is assumed that the construction and use of the appraised property improved, complies with all public authorities having jurisdiction, including but not limited to applicable federal, state, municipal and local environmental impact or energy laws or regulations.
11. Separate allocation between land and improvements, if applicable, represents the judgment of the appraiser only under existing utilization of the property. A re-evaluation should be made if the improvements are moved or substantially altered, and the land utilized for another purpose.
12. Mechanical equipment, if applicable, is assumed to be in working condition. The appraiser has conducted no test of the mechanical equipment and hence makes no warranty of said equipment.
13. The value of the property is expressed in U.S. currency as of the date of valuation, and is subject to any future changes which may occur in the value of the U.S. dollar.
14. No change of any item in the report shall be made by anyone other than the appraiser and the appraiser shall have no responsibility for any such unauthorized change.
15. I have no bias with the respect to the property that is the subject of this report or the parties involved with this assignment.
16. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
17. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may, or may not, be the market value of the component.



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: 0002PE
Station: 105+25.96 to 105+73.58
Index No.: 05-12-207-038

That part of Lot 2 in Villa Park Kitchens Resubdivision, recorded August 11, 1972 as Document Number R72-47323, of part of Lot 11 in the Assessment Division of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois, bearings based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2007 Adjustment) described as follows:

Commencing at the southwest corner of said Lot 2; thence North 53 degrees 16 minutes 01 seconds East, 113.60 feet along the southerly line of said Lot 2 to an angle point in said southerly line; thence North 64 degrees 34 minutes 01 seconds East, 112.32 feet along said southerly line to the point of beginning; thence North 25 degrees 25 minutes 59 seconds West, 15.00 feet; thence North 65 degrees 14 minutes 00 seconds East, 49.14 feet to the easterly line of said Lot 2; thence South 5 degrees 51 minutes 22 seconds West, 14.79 feet along said easterly line to the southeast corner of said Lot 2; thence South 58 degrees 52 minutes 14 seconds West, 18.00 feet along the southerly line of said Lot 2 to an angle point in said southerly line; thence South 64 degrees 34 minutes 01 seconds West, 23.54 feet along said southerly line to the point of beginning.

Said easement containing 0.015 acres, more or less.

May 13, 2015

P:\2010\ME10013_HillAve_BLA\Survey\Legals\P0002PE.doc

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: 0002TE
Station: 103+54.91 to 105+25.99
Index No.: 05-12-207-038

That part of Lot 2 in Villa Park Kitchens Resubdivision, recorded August 11, 1972 as Document Number R72-47323, of part of Lot 11 in the Assessment Division of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois, bearings based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2007 Adjustment) described as follows:

Commencing at the southwest corner of said Lot 2; thence North 53 degrees 16 minutes 01 seconds East, 50.80 feet along the southerly line of said Lot 2 to the point of beginning; thence North 36 degrees 43 minutes 59 seconds West, 7.50 feet; thence North 53 degrees 16 minutes 01 seconds East, 64.30 feet; thence South 25 degrees 25 minutes 59 seconds East, 2.65 feet; thence North 64 degrees 34 minutes 01 seconds East, 112.32 feet; thence South 25 degrees 25 minutes 59 seconds East, 5.00 feet the southerly line of said Lot 2; thence South 64 degrees 34 minutes 01 seconds West, 112.32 feet along said southerly line to an angle point in said southerly line; thence South 53 degrees 16 minutes 01 seconds West, 62.80 feet along said southerly line to the point of beginning.

Said easement containing 0.024 acres, more or less.

May 13, 2015

P:\2010\ME10013_HillAve_BLA\Survey\Legals\P0002TE.doc

PART OF SECTION 12, TOWNSHIP 39 N., RANGE 10 E. OF THE 3RD. P.M., IN DUPAGE COUNTY, ILLINOIS.

SEE SHEET 2 FOR
PARCEL 0002 & 0004



LEGEND



- SECTION LINE
- QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY CORNER LINE
- PROPERTY CORNER LINE
- APPARENT PROPERTY LINE
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING ACCESS CONTROL LINE
- PROPOSED ACCESS CONTROL LINE
- MEASURED DIMENSION
- COMPUTED DIMENSION
- RECORDED DIMENSION
- EXISTING BUILDING

- IRON PIPE OR ROD FOUND
- CUT CROSS FOUND (OR SET)
- EXISTING CONSPICUIOUS MARK
- POWER POLE UTILITY
- STAKING OF PROPOSED RIGHT OF WAY, SET DIVISION OF HIGHWAYS SURVEY
- STAKING OF PROPOSED RIGHT OF WAY, FOR UNFINISHED MARKS
- STAKING OF PROPOSED RIGHT OF WAY, FOR FINISHED MARKS
- MARKER POSITION IDENTIFIED BY RECORD PLANS OR A FUTURE SURVEY
- ADJACENT PLAT NUMBER
- ADJACENT PLAT DISTANCE
- ADJACENT PLAT DISTANCE AND DISTANCE SURVEY BY THE COMMISSIONER OF HIGHWAYS
- RIGHT OF WAY STAKING PROPOSED TO BE SET

NOTES

- 1. ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED
- 2. BEARINGS AND DISTANCES SHOWN WITHIN REFERENCE TO THE ADJACENT STATE PLAT COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83) ADJUSTMENT.
- 3. ALL BEARINGS AND CALCULATED DISTANCES ARE "TRUE" OR "MAGNETIC" TO OBTAIN GROUND DISTANCES AND DISTANCES SURVEY BY THE COMMISSIONER OF HIGHWAYS
- 4. AREA SHOWN ON THIS PLAN ARE "VALUES"
- 5. STATE OF ILLINOIS
- 6. COUNTY OF DUPAGE

THIS IS TO CERTIFY THAT I, LANCE A. VOGEL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE EXCESS RIGHT OF WAY SHOWN HEREON IN SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE 3RD. P.M., IN DUPAGE COUNTY, ILLINOIS, AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL ADJACENT PLATS CORRECTLY REPRESENT SAID SURVEY AND THAT THE DIMENSIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPEATED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT ROMEO, ILLINOIS, THIS 20TH DAY OF 2011 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2991
LICENSE EXPIRATION DATE: NOVEMBER 30, 2014

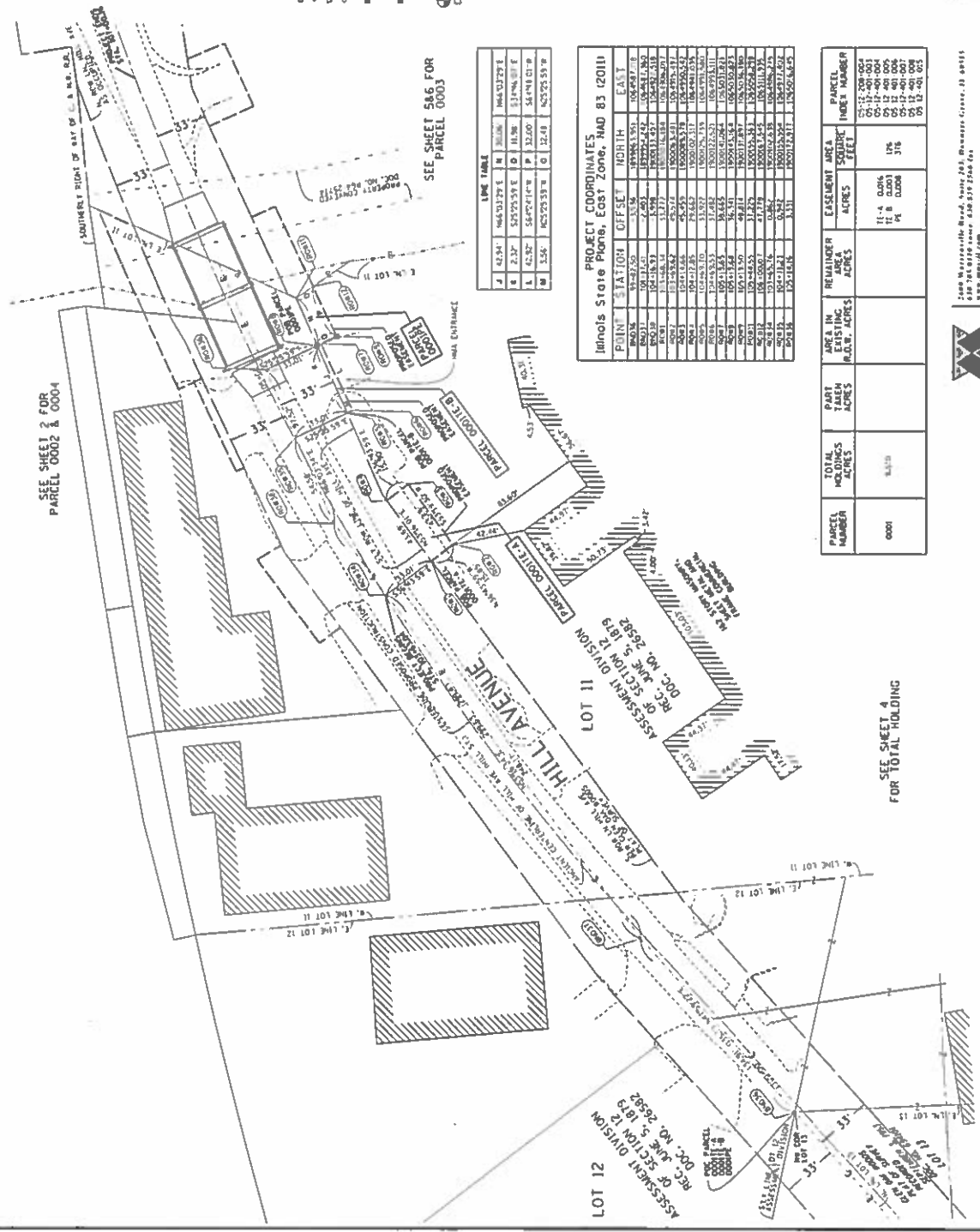
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS ACRONYM STANDARDS FOR A BOUNDARY SURVEY.

PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
HILL AVENUE

LEWIS, HILL AVENUE
COUNTY/DUPAGE
SECTION 10-0003-0009
T. 39 N., R. 10 E., S. 12
SHEET 3 OF 6 SHEETS
SHEET 17-00

BUREAU OF LAND ACQUISITION
200 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

DOT USE ONLY



SEE SHEET 5A6 FOR
PARCEL 0003

LINE TABLE

LINE NO.	BEARING	DISTANCE	POINT NO.
1	S 89° 15' 00" E	100.00	1
2	S 89° 15' 00" E	100.00	2
3	S 89° 15' 00" E	100.00	3
4	S 89° 15' 00" E	100.00	4
5	S 89° 15' 00" E	100.00	5
6	S 89° 15' 00" E	100.00	6
7	S 89° 15' 00" E	100.00	7
8	S 89° 15' 00" E	100.00	8
9	S 89° 15' 00" E	100.00	9
10	S 89° 15' 00" E	100.00	10
11	S 89° 15' 00" E	100.00	11
12	S 89° 15' 00" E	100.00	12
13	S 89° 15' 00" E	100.00	13
14	S 89° 15' 00" E	100.00	14
15	S 89° 15' 00" E	100.00	15
16	S 89° 15' 00" E	100.00	16
17	S 89° 15' 00" E	100.00	17
18	S 89° 15' 00" E	100.00	18
19	S 89° 15' 00" E	100.00	19
20	S 89° 15' 00" E	100.00	20

PROJECT COORDINATES
Illinois State Plane, East Zone, NAD 83 (2011)

POINT	STATION	OFFSET	NORTH	EAST
BM001	100.0000	0.0000	1000000.0000	1000000.0000
BM002	100.0000	0.0000	1000000.0000	1000000.0000
BM003	100.0000	0.0000	1000000.0000	1000000.0000
BM004	100.0000	0.0000	1000000.0000	1000000.0000
BM005	100.0000	0.0000	1000000.0000	1000000.0000
BM006	100.0000	0.0000	1000000.0000	1000000.0000
BM007	100.0000	0.0000	1000000.0000	1000000.0000
BM008	100.0000	0.0000	1000000.0000	1000000.0000
BM009	100.0000	0.0000	1000000.0000	1000000.0000
BM010	100.0000	0.0000	1000000.0000	1000000.0000
BM011	100.0000	0.0000	1000000.0000	1000000.0000
BM012	100.0000	0.0000	1000000.0000	1000000.0000
BM013	100.0000	0.0000	1000000.0000	1000000.0000
BM014	100.0000	0.0000	1000000.0000	1000000.0000
BM015	100.0000	0.0000	1000000.0000	1000000.0000
BM016	100.0000	0.0000	1000000.0000	1000000.0000
BM017	100.0000	0.0000	1000000.0000	1000000.0000
BM018	100.0000	0.0000	1000000.0000	1000000.0000
BM019	100.0000	0.0000	1000000.0000	1000000.0000
BM020	100.0000	0.0000	1000000.0000	1000000.0000

PARCEL NUMBER	TOTAL HOLDINGS ACRES	AREA IN REMAINDER TAKEN ACRES	REMAINDER R.O.B. ACRES	EASEMENT AREA ACRES	INDEX NUMBER
0001	0.113	0.000	0.000	0.113	001-12-001-001
					001-12-001-002
					001-12-001-003
					001-12-001-004
					001-12-001-005
					001-12-001-006
					001-12-001-007
					001-12-001-008
					001-12-001-009
					001-12-001-010

SEE SHEET 4
FOR TOTAL HOLDING

2400 Westcreek Road, Suite 200, Downers Grove, IL 60515
630 760 8888 or 630 570 2500 fax
www.mpsd.com

MILLENNIA PROFESSIONAL SERVICES

REVISION DATE: 7/7 REVISION MADE: BTJ

KTJ

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

February 25, 2016

Via email (robin@santacruz-associates.com)

and Federal Express

Robin G. Weber
Santacruz Land Acquisitions
2650 Valor Drive
Glenview, Illinois 60026

**Re: Village of Lombard –
Hill Avenue Over DuPage River
Permanent and Temporary Easement Acquisitions –
Job No. R-55-001-97 – Parcel Nos. 0002 PE & TE**

Dear Ms. Weber:

Per your request, relative to the above-captioned matter, enclosed please find the required Attorney Certification Letter.

If there are any questions, please feel free to contact me.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.



Thomas P. Bayer

encl.

cc: Carl Goldsmith, Director of Public Works (via email; w/ encl.)
Dave Gorman, Assistant Director of Public Works (via email; w/ encl.)
Ying Miao, Civil Engineer (via email; w/ encl.)

Santacruz Land Acquisitions



2650 Valor Drive • Glenview, IL 60026

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

Date: February 22, 2016

To: Wheatland Title Guaranty Company – Jodi Garrard

From: Robin G. Weber

RE: LPA: Village of Lombard
Your File No: MPS-2011DP-2506.0
Parcel No.: 0002 PE & TE

Job No.: R-55-001-97

-
- Please record the following conveyance document(s).
- | | |
|---|--|
| <input type="checkbox"/> Warranty Deed | <input type="checkbox"/> Quit Claim Deed |
| <input type="checkbox"/> Trustee's Deed | <input checked="" type="checkbox"/> Permanent Easement |
| <input checked="" type="checkbox"/> Temporary Construction Easement | <input type="checkbox"/> Dedication |
- Please record the following document(s).
- Partial Release of Mortgage
- _____
- Please issue a later date commitment through the recording date.
- We have attached the necessary real estate transfer declaration forms and any required municipal transfer tax stamps.
- Please send us a title insurance policy through the recording date when you are able to complete a search through the recording date consistent with the attached schedule of title exceptions. **The policy amount should be for \$1,300.00.** We have attached any documents necessary to have you waive an exception noted in the attached schedule.
- As soon as possible after recording the document, please provide us with a confirmation of the recording with a document number and recording date by facsimile or email.
- Please return the original recorded document to this office.
- Invoicing for this matter should be directed to: Village of Lombard
 Santacruz Land Acquisitions

Hunt, Aranda Subach, Ltd.

ATTORNEYS AT LAW

THOMAS CASEY HUNT
LOUIS B. ARANDA
MARSHALL J. SUBACH
STEPHEN SPIEGEL

1035 S. York Road
Bensenville, IL 60106
Phone 630-860-7800
Fax 630-860-8283
www.7800Law.com

Of Counsel

Daniel J. Kaiser
Mariam L. Hafezi Qualman
Brad S. Telander
Philip D. Blomberg

February 16, 2016

Via First Class Mail

Robin Weber
Santacruz Land Acquisitions
2650 Valor Drive
Glenview, IL 60026

RE: G. Vincent Cuyler and Barbara J. Cuyler
Parcel 0002 TE & PE Route: Hill Avenue Job No.: R-55-001-97

Dear Robin:

Enclosed please find the signed Temporary Construction Easement and Permanent Easement, Receipt and Disbursement Statement (with payment to follow receipt), Affidavit of Title and W-9 regarding the above-captioned matter.

Kindly forward the disbursement check to Mr. and Mrs. Cuyler at their home address: 87 Baybrook Lane, Oak Brook, IL 60523, upon receipt of these documents. Your attention to and cooperation with this matter is greatly appreciated.

Very truly yours,

HUNT, ARANDA & SUBACH, LTD.


Louis B. Aranda

2/22/2016
Lou -
Please notarize
the enclosed
Affidavit of Title
and send back
to me.
Thanks.

Hunt, Aranda & Subach, Ltd.

ATTORNEYS AT LAW

THOMAS CASEY HUNT
LOUIS B. ARANDA
MARSHALL J. SUBACH
STEPHEN SPIEGEL

1035 S. York Road
Bensenville, IL 60106
Phone 630-860-7800
Fax 630-860-8283
www.7800Law.com

Of Counsel

Daniel J. Kaiser
Mariam L. Hafezi Qualman
Brad S. Telander
Philip D. Blomberg

February 16, 2016

Via First Class Mail

Robin Weber
Santacruz Land Acquisitions
2650 Valor Drive
Glenview, IL 60026

RE: G. Vincent Cuyler and Barbara J. Cuyler
Parcel 0002 TE & PE Route: Hill Avenue Job No.: R-55-001-97

Dear Robin:

Enclosed please find the signed Temporary Construction Easement and Permanent Easement, Receipt and Disbursement Statement (with payment to follow receipt), Affidavit of Title and W-9 regarding the above-captioned matter.

Kindly forward the disbursement check to Mr. and Mrs. Cuyler at their home address: 87 Baybrook Lane, Oak Brook, IL 60523, upon receipt of these documents. Your attention to and cooperation with this matter is greatly appreciated.

Very truly yours,

HUNT, ARANDA & SUBACH, LTD.



Louis B. Aranda

Santacruz Land Acquisitions



2650 Valor Drive • Glenview, IL 60026

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

January 5, 2016

G. Vincent Cuyler and Barbara J. Cuyler
87 Baybrook Lane
Oak Brook, IL 60523

RE: Parcel: 0002 PE & TE Route: Hill Ave Job No.:R-55-001-97

Dear Mr. and Mrs. Cuyler:

Enclosed please find the following documents to be executed and returned to this office as follows:

1. Temporary Construction Easement – should be signed by each of the property owners listed on the title and notarized.
2. Permanent Easement – should be signed by each of the property owners listed on the title and notarized.
3. Receipt and Disbursement Statement – Please sign both copies. In addition, please insert the social security number of each of the property owners in the spaces provided. Return one copy and keep a signed original for your records.
4. Affidavit of Land Title – Please complete as necessary, sign the affidavit and have the affidavit notarized.
5. W-9 – should be completed and signed by each property owner.

Please return all documents and direct any questions to: Santacruz Land Acquisitions, 2650 Valor Drive, Glenview, IL 60026.

Thank you, in advance, for your immediate attention to and assistance with this matter. If you have any questions, please do not hesitate to contact the undersigned at 847-868-9622 or via email at robin@Santacruz-Associates.com.

Sincerely,

Robin G. Weber

encl.

Property Information

[Click here to search for your next parcel](#)

[Print Duplicate Tax Bill](#)
[View Parcel on Interactive M](#)
[Purchase Tax Parcel Map\(s\)](#)

Parcel Number 05-12-207-038
Parcel Address 21W200 HILL AVE
Billing Address CUYLER, G VINCENT & B J
 21W200 HILL AVE
 GLEN ELLYN, 60137 GLEN ELLYN IL 60137

Instalment	Base Tax Amount	Penalty *	Total	Paid Date
First Due: 6/1/2015	\$7,158.68	\$0.00	\$7,158.68	5/27/2015
Second Due: 9/1/2015	\$7,158.68	\$0.00	\$7,158.68	9/1/2015
Total Base Tax (without penalties)	\$14,317.36			

* PENALTY OF 1.5% PER MONTH APPLIES IF PAID AFTER THE DUE DATES.

Prior Year 2013 Taxes

Instalment	Base Tax Amount	Paid Date
First	\$6,954.40	5/22/2014
Second	\$6,954.40	8/27/2014

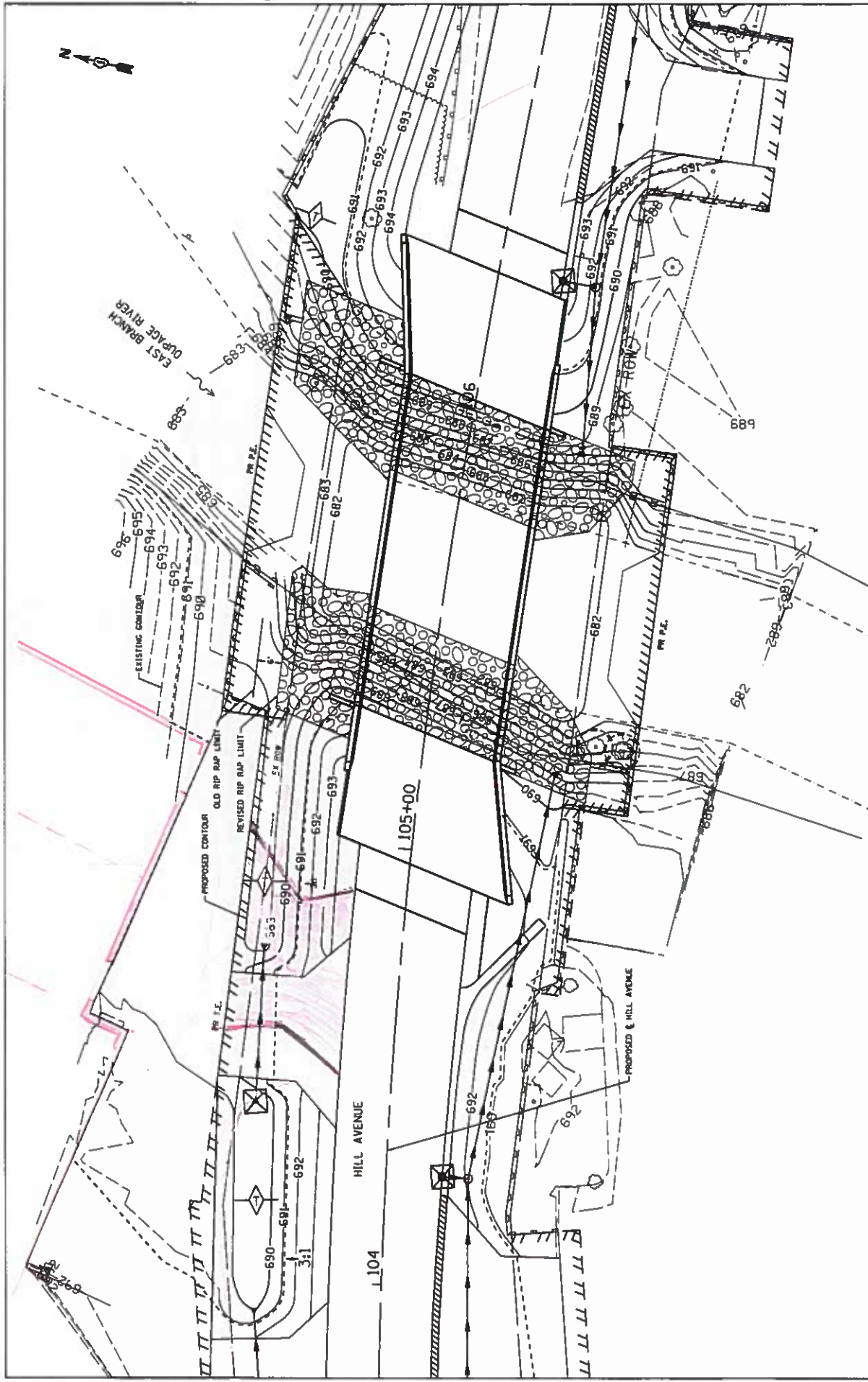
Prior Year 2012 Taxes

Instalment	Base Tax Amount	Paid Date
First	\$6,752.86	5/28/2013
Second	\$6,752.86	8/28/2013

Prior Year 2011 Taxes

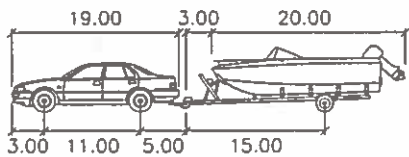
Instalment	Base Tax Amount	Paid Date
First	\$6,250.15	5/23/2012
Second	\$6,250.15	9/4/2012

TO JONATHAN HANLAN@P
 FRIDAY 11/6/15



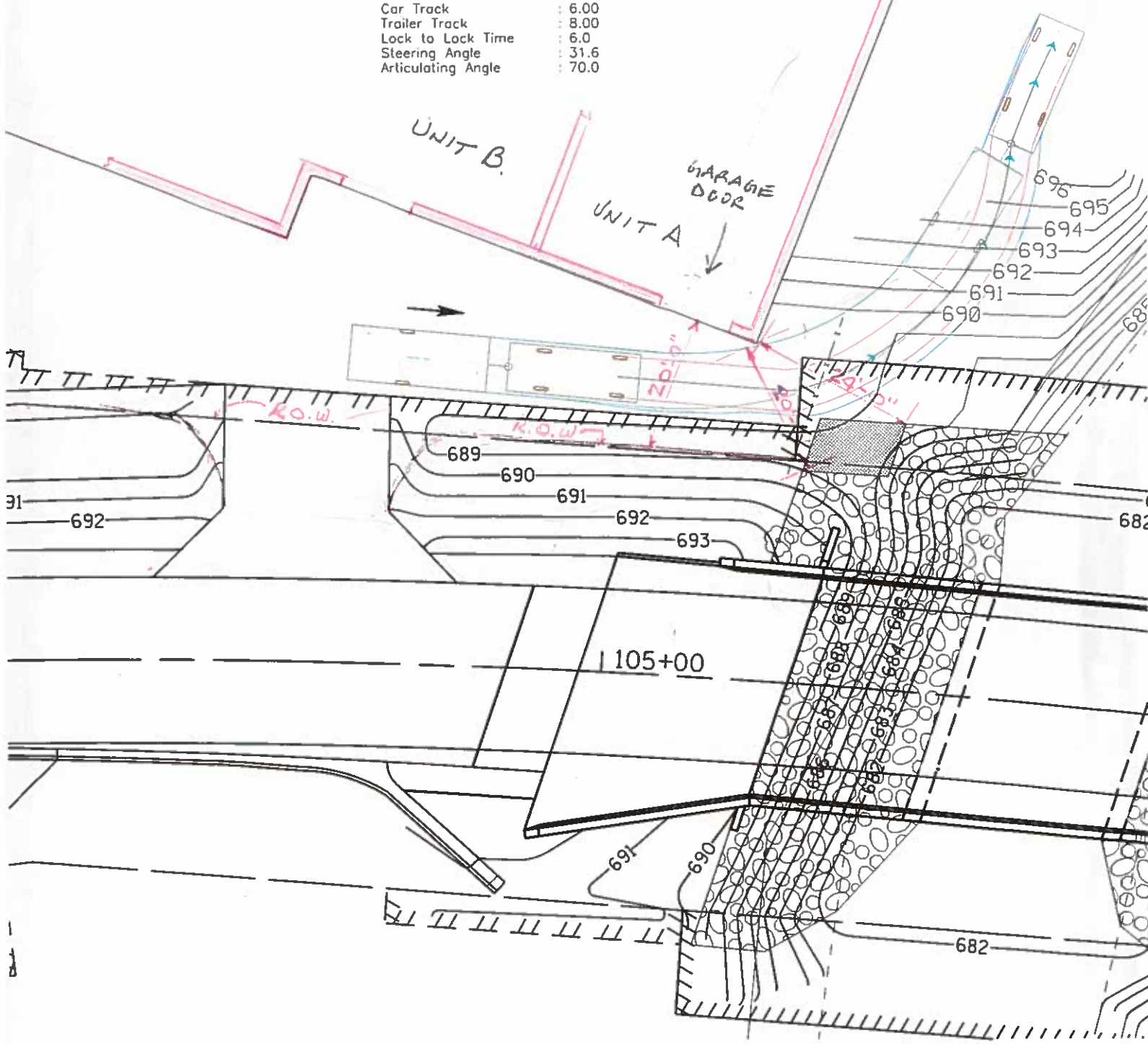
 Pollock, Leach & Associates, Inc. CIVIL ENGINEERS	SHEET NAME - GRADING PLAT SCALE - NONE EAST DATE - 08-12-2005	DESIGNED - ME DRAWN - ME CHECKED - ME DATE -	REVISIONS REVISION REVISION REVISION	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	HILL AVENUE GRADING PLAN / RIP RAP EXHIBIT	COUNTY - DUPAGE DISTRICT - 10-0024-00-00 CONTRACT NO. L.B.D.	SHEET NO. 15 TOTAL SHEETS 15
	SCALE 1"=40' HORIZ. 1"=4' VERT. STA.		SHEETS 1 OF 1		15 STA.		15 OF 15

VEHICLE TEMPLATE



P-B	feet
Car Width	7.00
Trailer Width	8.00
Car Track	6.00
Trailer Track	8.00
Lock to Lock Time	6.0
Steering Angle	31.6
Articulating Angle	70.0

(IN MOVEMENT)

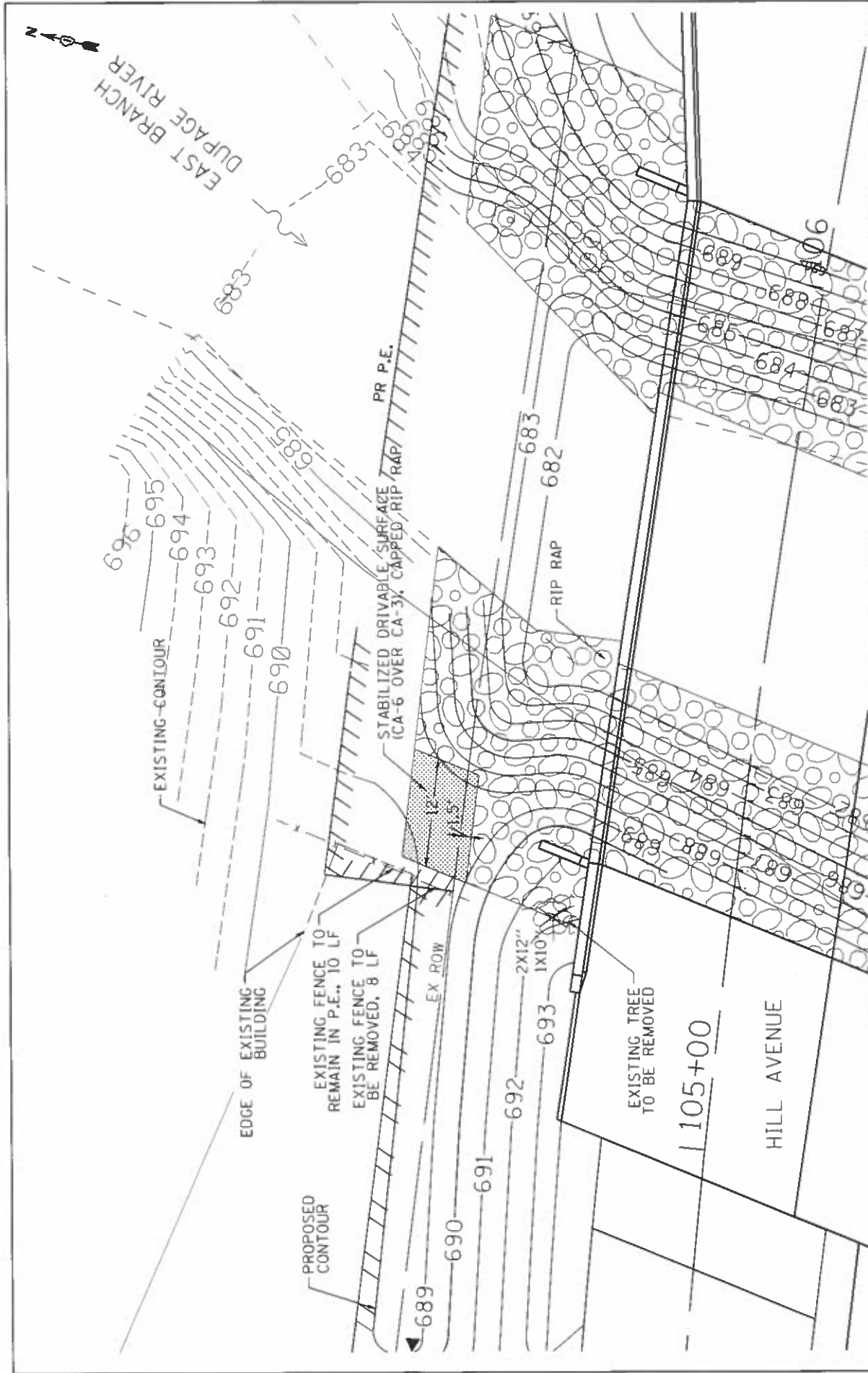


ED - MK	REVIS
ED - MK	REVIS
ED - MTC	REVIS
ED - 08-19-2015	REVIS

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

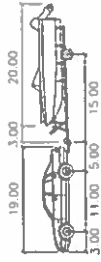
HILL AVENUE
AUTO TURN MOVEMENT

SCALE: 1"=10' SHEET 1 OF 2 SHEETS



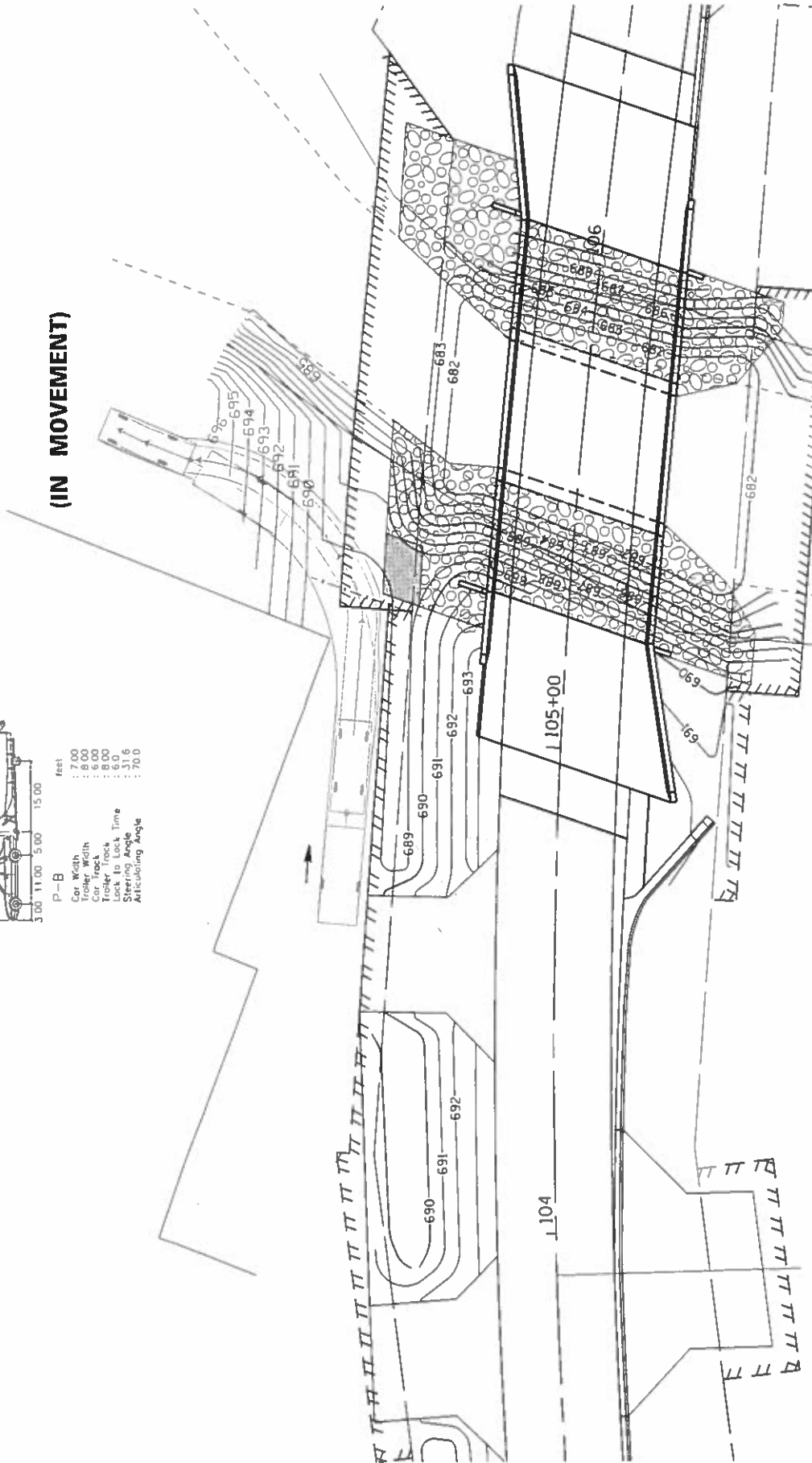
 Bollinger, Loch & Associates, Inc. CHICAGO, ILLINOIS	DATE: 08/19/2003 DRAWN BY: MFC CHECKED BY: MFC DATE: 08/19/2003	REVISIONS: 1. REVISED 2. REVISED 3. REVISED	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	HILL AVENUE FENCE EXHIBIT	SHEET NO. 1 TOTAL SHEETS 1
	PROJECT NO. 03-011 ROAD NAME: HILL AVE DATE: 08/19/2003	SCALE: 1"=50' SHEET 1 OF 1 SHEETS	CONTRACT NO. 03-011	COUNTY: DEPAUL SECTION: 10-00154-00-00	COUNTY: DEPAUL SECTION: 10-00154-00-00

VEHICLE TEMPLATE



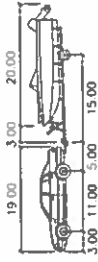
- P-B
- Car Width : 7.00 feet
- Trailer Width : 8.00
- Car Track : 6.00
- Trailer Track : 8.00
- Jack to Lock : 3.00
- Swing Angle : 31.6
- Articulating Angle : 70.0

(IN MOVEMENT)



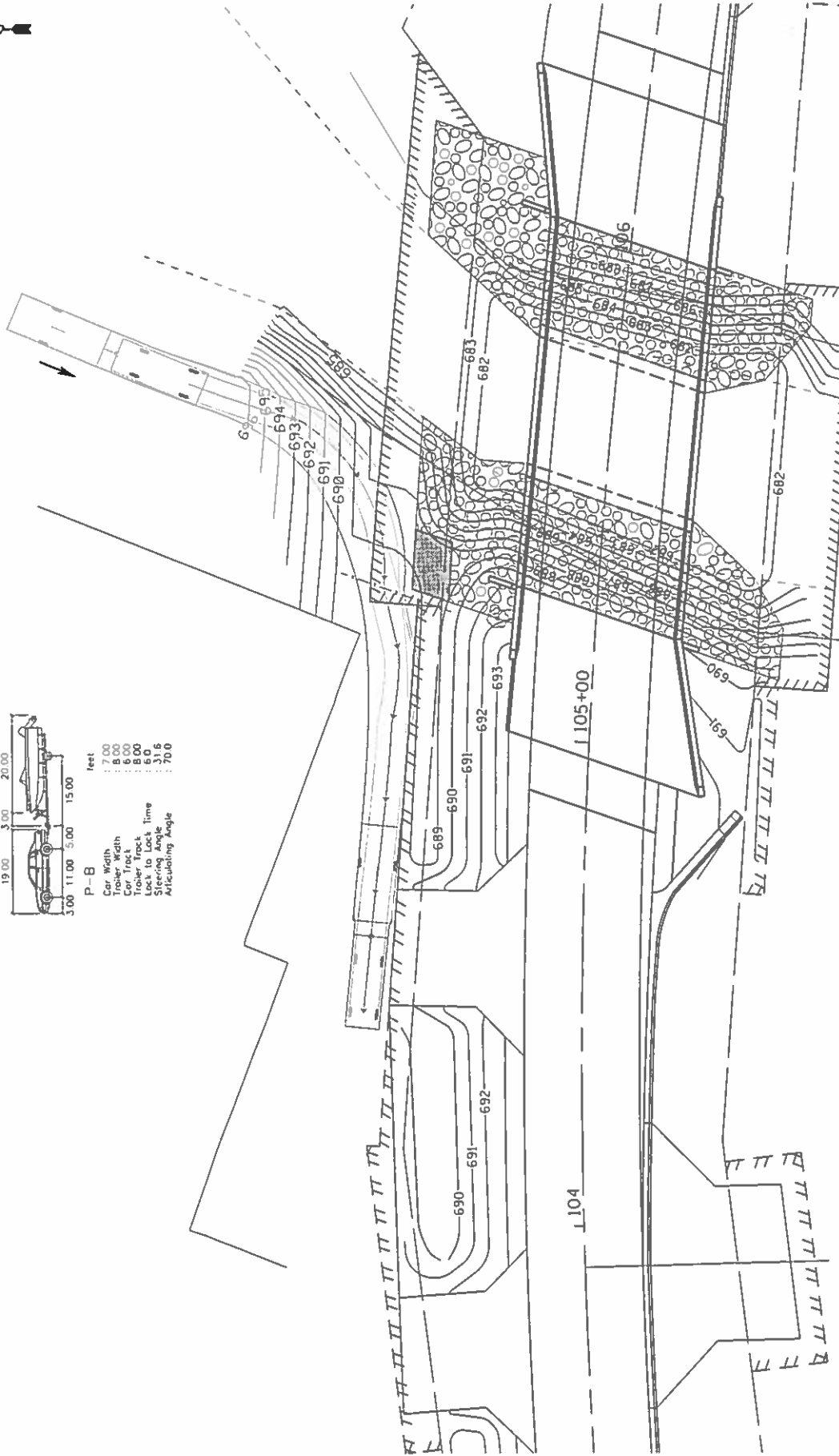
	DESIGNER : ME DRAWN : ME CHECKED : BIC DATE : 08-19-2014	REVISIONS : REVISION : REVISION : REVISION :	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	HILL AVENUE AUTO TURN MOVEMENT EXHIBIT - IN	SCALE: 1"=10' SHEET 1 OF 2 STATIONING: STA. TO STA.	SECTION : 10-0014-00-00	COUNTY : DEWANE	TOTAL SHEETS : 1	SHEET NO. : 1.00
	PROJECT NO. : 10-0014-00-00	CONTRACT NO. : 1.00	DATE : 08-19-2014	SCALE: 1"=10' SHEET 1 OF 2 STATIONING: STA. TO STA.	SECTION : 10-0014-00-00	COUNTY : DEWANE	TOTAL SHEETS : 1	SHEET NO. : 1.00	

VEHICLE TEMPLATE



- P-B
- Car Width : 7.00
- Trailer Width : 8.00
- Car Track : 6.00
- Trailer Track : 8.00
- Lock to Lock Time : 5.0
- Stops : 3.0
- Articulating Angle : 70.0

(OUT MOVEMENT)



	LITER NO. : 1000-00 PLAN SCALE : 20' = 1" / 1" = 20' PLAN DATE : 10/12/2015	DESIGNED : GA DRAWN : UC CHECKED : WTC DATE : 08-17-2015	METHOD : METHOD : METHOD : METHOD :	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	HILL AVENUE AUTO TURN MOVEMENT EXHIBIT - OUT SCALE: 1"=100' SHEET 2 OF 2 SHEETS STA. 10 STA.	SECTION : COUNTY : DISTRICT : PROJECT NO. : SHEET NO. :	TOTAL SHEETS : SHEETS : DATE : DRAWN BY : CHECKED BY :
--	---	---	--	---	--	---	--

Writer's Email Address:
jonathan@santacruz-associates.com
Writer's Direct Line:
847-868-9623

August 10, 2015

Mr. G. Vincent Cuyler and Ms. Barbara J. Cuyler
21W200 Hill Avenue
Glen Ellyn, IL 60137

RE: Offer Package Letter
Route: Hill Ave
Section: over DuPage River
DuPage County
Job No.: R-55-001-97
Parcel: 0002 PE & TE

Dear Mr. and Ms. Cuyler:

The Village of Lombard ("Village") proposes to improve Hill Avenue bridge over DuPage River in DuPage County, IL. This improvement requires the acquisition of the above referenced parcel consisting of:

- 0.015 / 645 acres/square feet of land as a permanent easement
- 0.024 / 1038 acres/square feet of land as a temporary construction easement for Three (3) years

Public records indicate the subject property is owned by G. Vincent Cuyler and Barbara J. Cuyler.

You are being provided with the following documents for your consideration:

- Waiver Valuation
- Legal descriptions of the premises to be acquired
- Title Commitment
- Basis for Computing Total Approved Compensation and Offer to Purchase
- Right of Way Plat

In addition you are being provided with the following pamphlets:

- "A Landowner's Guide to Land Acquisition by the State and Eminent Domain," and
- "Highway Improvements and Property Rights."

August 10, 2015
Page 2

I will call you in a couple of days to set up a date and time to meet with you in order to review the enclosed documents. Please note I cannot provide specific legal advice or specific legal referrals. You may reach me at 847-868-9623, or via email at jonathan@santacruz-associates.com, if you have any questions.

Sincerely,



Jonathan Abplanalp

cc: Negotiation File

Enclosures

Santacruz Land Acquisitions



2650 Valor Drive • Glenview, IL 60026

Writer's Email Address:
jonathan@santacruz-associates.com
Writer's Direct Line:
847-868-9623

August 10, 2015

Mr. G. Vincent Cuyler and Ms. Barbara J. Cuyler
21W200 Hill Avenue
Glen Ellyn, IL 60137

RE: Route: Hill Ave
 Section: over DuPage River
 Job No.: R-55-001-97
 Parcel: 0002 PE & TE
 County: DuPage

Dear Mr. and Ms. Cuyler:

The undersigned has been assigned by the Village of Lombard to discuss with you the acquisition of right of way from a piece of land commonly known as North Side of Hill Avenue, West of the East Branch of the DuPage River, and identified by the Village of Lombard as Parcel No. 0002 PE & TE for the above referenced highway improvement job, in which they propose to improve Hill Avenue bridge over DuPage River in DuPage County, IL.

This office has searched the telephone directory in order to obtain your telephone number so that we may call you to schedule an appointment convenient to you but the listed numbers are disconnected.

Please contact Jonathan Abplanalp of this office at 847-868-9623 or by email at jonathan@santacruz-associates.com at your earliest convenience to schedule an appointment or leave your telephone number so that we may return your call.

Thank you, in advance, for your immediate attention to and assistance with this matter.

Sincerely,

Jonathan Abplanalp



VILLAGE OF LOMBARD

255 E. Wilson Ave.
Lombard, Illinois 60148-3926
(630) 620-5700 Fax (630) 620-8222
www.villageoflombard.org

July 20, 2015

Village President
Keith T. Giagnorio

Village Clerk
Sharon Kuderna

Trustees
Dan Whittington, Dist. 1
Michael A. Fugiel, Dist. 2
Reid Foltyniewicz, Dist. 3
Bill T. Johnston, Dist. 4
Robyn Pike, Dist. 5
William "Bill" Ware,
Dist. 6

Village Manager
Scott R. Niehaus

"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."

"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."

Mr. G. Vincent Cuyler and Ms. Barbara J. Cuyler
21W200 Hill Avenue
Glen Ellyn, IL 60137

RE: Introductory Letter
Route: Hill Ave
Section: over DuPage River
DuPage County
Job No.: R-55-001-97
Parcel: 0002 PE & TE

Dear Mr. and Ms. Cuyler:

The Village of Lombard ("Village") proposes to improve Hill Avenue bridge over DuPage River in DuPage County, IL. This improvement requires the acquisition of the above referenced parcel consisting of:

- 0.015 / 645 acres/square feet of land as a permanent easement
- 0.024 / 1038 acres/square feet of land as a temporary construction easement for Three (3) years

Public records indicate the subject property is held in title by G. Vincent Cuyler and Barbara J. Cuyler.

The purpose of this letter is to introduce Jonathan Abplanalp of Santacruz Land Acquisitions. Mr. Jonathan Abplanalp represents the Village in negotiating the acquisition of the parcel with you. Mr. Jonathan Abplanalp may be contacted at 847-868-9623, or via email at jonathan@santacruz-associates.com. He will be contacting you in the near future in order to arrange an appointment to meet at a mutually convenient time and location to present the formal offer package to you.

If you have any questions of the Village regarding the authority and procedures of the Village in acquiring property under eminent domain and the property owner's rights under those procedures, please feel free to contact Ms. Ying Miao at 630-620-5740, or via email at miaoy@villageoflombard.org or at the above address.

Very Truly Yours,

Ying Miao
Civil Engineer
cc: Negotiation File

ROW AUDIT SHEET

Parcel No.: 0002 PE & TE
Route: Hill Ave
County: DuPage

Section: over DuPage River
Job No.: R-55-001-97
Project No.: BRM9003(696)

Property Owner (I): G. Vincent Cuyler and Barbara J. Cuyler

Property Owner (E):

Mailing Address: 21W200 Hill Avenue
 Glen Ellyn, IL 60137

Phone: 630-790-1750

Property Address: North Side of Hill Avenue, West of the East Branch of the DuPage River

PIN: 05-12-207-038
Highest & Best Use: Light Industrial

Lot Size	0.595 / 25918 ✓		
Add'l ROW	/	PE	0.015 / 645 ✓
Existing ROW	/	TE	0.024 / 1038 ✓
Total ROW	/	Term of TE:	Three / 3
Fee/Dedication			

Value of the Whole		TE	\$900.00 ✓
FMV of Fee		Written	Nine Hundred
Damage		PE	\$1,300.00 ✓
Total Fee		Written	One Thousand Three Hundred
Written			
Total Comp	\$2,200.00 ✓	Original	\$2,200.00
Written	Two Thousand Two Hundred		

Title File No.: MPS-2011DP-2506.0 ✓
Appraisal Approval:

Title Date: 8/25/2011 ✓

Land Trust Officer:
Bene Addr: ,

Phone: **Email:**

Add'l Contact:
Phone:
Address: ,

Appraiser: David W. White

Reviewer:

18 / 22

Approved: JSJ

**Cuyler Products Inc
Elevator Sales & Service**

Phone Numbers

630-790-1750

630-790-1773

Address

21W200 Hill Ave Glen Ellyn, IL 60137-4861 Glen Ellyn IL 60137 United States

Nearby businesses

Otto's Restaurants

Lily's Cafe

Lorica Ristorante Restaurants

That's N Ice

Brix Woodfired Pizza Inc Restaurants

Compost Supply Inc General Merchandise

Ads by Google

Products Illinois

www.newark.com/Products+Illinois

Illinois Capacitor Distributor, Fast, Easy Shipping, Order Now!

Form a Corporation in IL

www.legalzoom.com/incorporation

Register Your Business in 3 Steps. We Make It Easy & Affordable!

Illinois Incorporation

www.directincorporation.com/

Need to Incorporate? Form an LLC C or S-Corp. Free corp Name Check!

Ellyn IL

www.wow.com/Ellyn+IL

Search for Ellyn IL. Look Up Quick Results Now!



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: 0002PE
Station: 105+25.96 to 105+73.58
Index No.: 05-12-207-038

That part of Lot 2 in Villa Park Kitchens Resubdivision, recorded August 11, 1972 as Document Number R72-47323, of part of Lot 11 in the Assessment Division of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois, bearings based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2007 Adjustment) described as follows:

Commencing at the southwest corner of said Lot 2; thence North 53 degrees 16 minutes 01 seconds East, 113.60 feet along the southerly line of said Lot 2 to an angle point in said southerly line; thence North 64 degrees 34 minutes 01 seconds East, 112.32 feet along said southerly line to the point of beginning; thence North 25 degrees 25 minutes 59 seconds West, 15.00 feet; thence North 65 degrees 14 minutes 00 seconds East, 49.14 feet to the easterly line of said Lot 2; thence South 5 degrees 51 minutes 22 seconds West, 14.79 feet along said easterly line to the southeast corner of said Lot 2; thence South 58 degrees 52 minutes 14 seconds West, 18.00 feet along the southerly line of said Lot 2 to an angle point in said southerly line; thence South 64 degrees 34 minutes 01 seconds West, 23.54 feet along said southerly line to the point of beginning.

Said easement containing 0.015 acres, more or less.

May 13, 2015

P:\2010\ME10013_HillAve_BLA\Survey\Legals\P0002PE.doc

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: 0002TE
Station: 103+54.91 to 105+25.99
Index No.: 05-12-207-038

That part of Lot 2 in Villa Park Kitchens Resubdivision, recorded August 11, 1972 as Document Number R72-47323, of part of Lot 11 in the Assessment Division of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois, bearings based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2007 Adjustment) described as follows:

Commencing at the southwest corner of said Lot 2; thence North 53 degrees 16 minutes 01 seconds East, 50.80 feet along the southerly line of said Lot 2 to the point of beginning; thence North 36 degrees 43 minutes 59 seconds West, 7.50 feet; thence North 53 degrees 16 minutes 01 seconds East, 64.30 feet; thence South 25 degrees 25 minutes 59 seconds East, 2.65 feet; thence North 64 degrees 34 minutes 01 seconds East, 112.32 feet; thence South 25 degrees 25 minutes 59 seconds East, 5.00 feet the southerly line of said Lot 2; thence South 64 degrees 34 minutes 01 seconds West, 112.32 feet along said southerly line to an angle point in said southerly line; thence South 53 degrees 16 minutes 01 seconds West, 62.80 feet along said southerly line to the point of beginning.

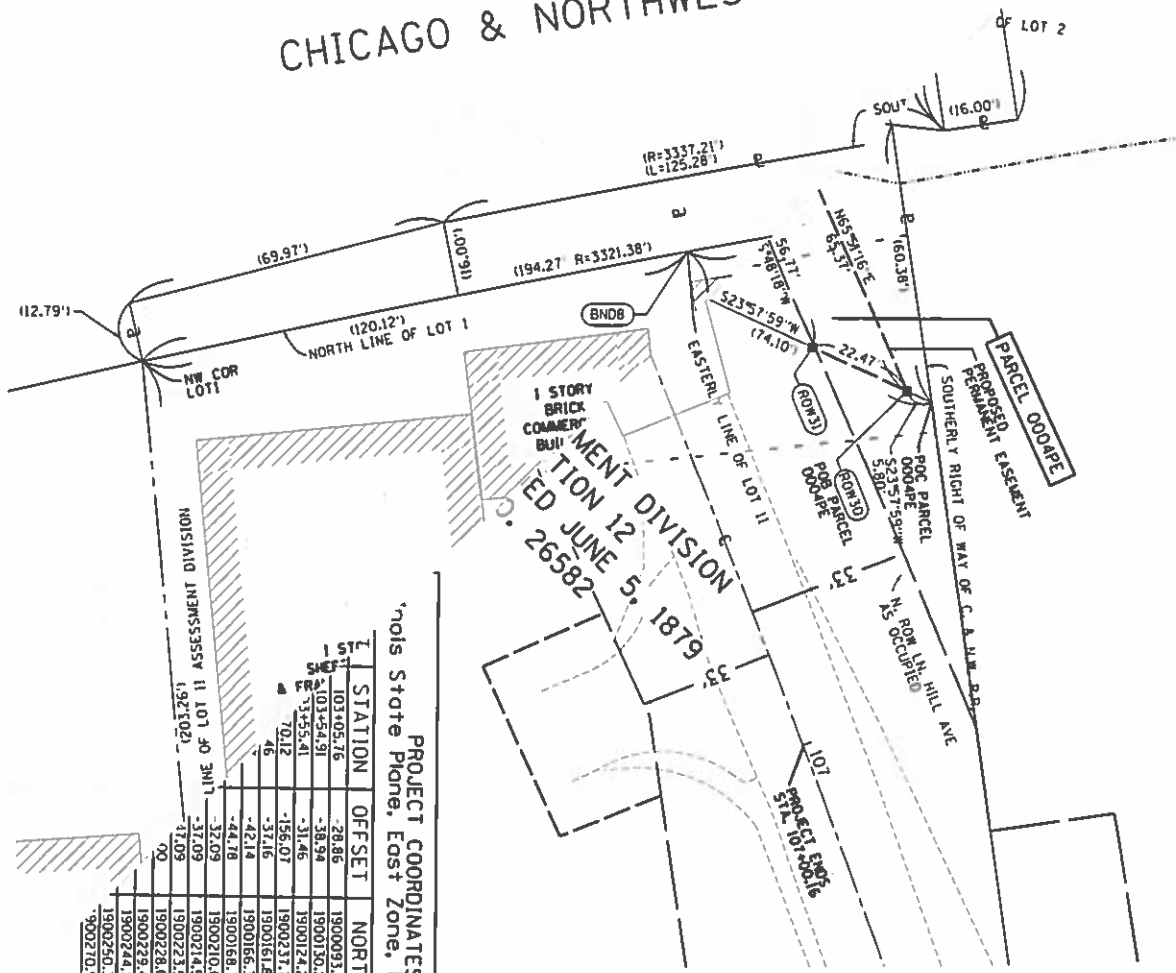
Said easement containing 0.024 acres, more or less.

May 13, 2015

P:\2010\ME10013_HillAve_BLA\Survey\Legals\P0002TE.doc

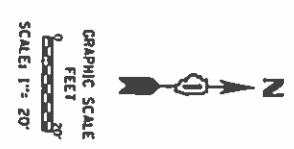
PART OF SECTION 12, TOWNSHIP 39 N., RANGE 10 E. OF THE 3RD. P.M., IN DUPAGE CO

CHICAGO & NORTHWESTERN RAILROAD



PROJECT COORDINATES
 'nois State Plane, East Zone, NAD 83 (2007)

STATION	OFFSET	NORTH	EAST
1	28.86	1900093.864	1064819.355
2	-38.94	1900130.255	1064855.580
3	-31.46	1900124.244	1064860.055
4	-156.07	1900237.287	1064806.385
5	-37.16	1900161.806	1064910.398
6	-42.14	1900166.322	1064908.251
7	-44.78	1900168.714	1064907.114
8	-32.09	1900210.041	1065011.829
9	-37.09	1900214.557	1065009.682
10	-17.09	1900223.587	1065005.387
11	00	1900228.026	1065048.353
12	00	1900229.458	1065050.500
13	00	1900244.174	1065050.009
14	00	1900250.387	1065100.539
15	00	1900240.916	1065103.684



2end1.dgn
 CHIEF