#080253

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: April 21, 2008 (B of T) Date: May 1, 2008

TITLE: Stormwater Detention and Utility Easements for 400 – 500 E. St. Charles Road (Oakview Estates)

SUBMITTED BY: Department of Community Development

BACKGROUND/POLICY IMPLICATIONS:
Please find attached staff's recommendation relative to approving a Plat of Easement for stormwater detention and utilities at 400 – 500 E. St. Charles Road (Oakview Estates) DISTRICT #4

Staff recommends approval of this request.

Please place this item on the May 1, 2008 Board of Trustees agenda.

Fiscal Impact/Funding Source:
Review (as necessary):
Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X W.T. Lichter Date 4/23/08

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Assistant Village Manager and Director of Community Development

DATE: April 22, 2008

SUBJECT: **Motion to Accept a Stormwater Detention and Utilities Easements at 400 – 500 E. St. Charles Road (Oakview Estates)**

The construction of the Oakview Estates Condominiums required stormwater detention, which further carries the requirement that said detention is placed within an easement that provides the Village with access for inspections and the right, but not the responsibility, to maintain. Fire hydrants and water service valves were placed on private property, which, per Village Code, requires utility easements over the watermains, hydrants and valves. Attached, please find the proposed easement over the boundary of the detention area and watermains. The easement uses standard Village language. Please request the Board of Trustees to accept the easement by motion at their May 1, 2008 meeting.

Please call either Nick Hatfield or myself if you have any questions.

DAH/NH:nh
H:\CD\WORDUSER\PES\Nick\Memos\Easement Acceptance\Oakview Estates\submit.doc

P.I.N. 06-06-429-001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040

PLAT OF EASEMENT

BY

GENTILE AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

LOT 1 IN OAKVIEW ESTATES RESUBDIVISION BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER R2006-038979 AND CERTIFICATE OF CORRECTION FILED APRIL 27, 2006 AS DOCUMENT R2006-077790, IN DUPAGE COUNTY, ILLINOIS.

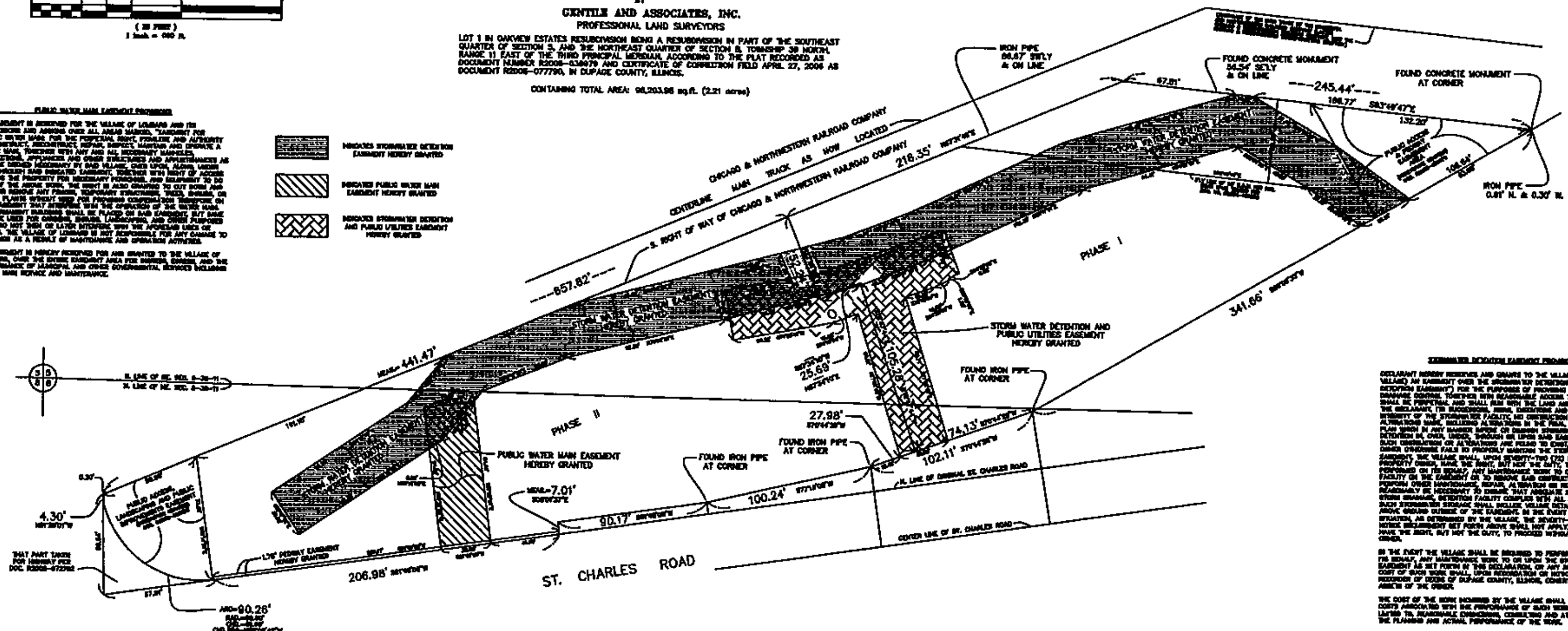
CONTAINING TOTAL AREA: 96,203.96 sq.ft. (2.21 acres)

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

INDICATES STORMWATER DETENTION EASEMENT HEREBY GRANTED

INDICATES PUBLIC WATER MAIN EASEMENT HEREBY GRANTED

INDICATES STORMWATER DETENTION AND PUBLIC UTILITIES EASEMENT HEREBY GRANTED



PUBLIC WATER MAIN EASEMENT PROVISIONS

[illegible]

EASEMENT PROVISIONS

[illegible]

PEDWAY EASEMENT PROVISIONS

[illegible]

UTILITY EASEMENT PROVISIONS

[illegible]

STORMWATER DETENTION EASEMENT PROVISIONS

[illegible]

STATE OF ILLINOIS)
COUNTY OF Du PAGE) S.S.

APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF ___________, A.D. 20___

DIRECTOR OF COMMUNITY DEVELOPMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT ___________ ILLINOIS, THIS ___ DAY OF ___________ A.D. 20___

OWNER

OWNER

STATE OF ILLINOIS)
COUNTY OF ___________) S.S.

I, ___________ A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT ___________ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH ___________ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF ___________ A.D. 20___

NOTARY PUBLIC

COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF ___________ A.D. 20___

PRESIDENT

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT ___________ ILLINOIS, THIS ___ DAY OF ___________ A.D. 20___

OWNER

OWNER

STATE OF ILLINOIS)
COUNTY OF ___________) S.S.

I, ___________ A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT ___________ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH ___________ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF ___________ A.D. 20___

NOTARY PUBLIC

COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

THIS INSTRUMENT NUMBER ___________ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DuPAGE COUNTY, ILLINOIS, AFORESAID, ON THE _____ DAY OF ___________ A.D. 20___ AT ___ O'CLOCK ___M.

DuPAGE COUNTY RECORDER OF DEEDS

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

WE, GENTILE AND ASSOCIATES, INC. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT CONFORMS TO THE MINIMUM STANDARD REQUIREMENTS FOR A BOUNDARY SURVEY.

___________ A.D. 20___

BY : ___________
ILLINOIS PROFESSIONAL LAND SURVEYOR NO.
MY LICENSE EXPIRES NOVEMBER 30, 2008.

NO.	DATE	DESCRIPTION	BY
2	3/01/08	MODIFIED WATER, STORM AND PUB. UTIL. EASE.	AT
1	10/26/07	CHANGED EASEMENT FROM 15' TO 30'	AT

GENTILE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
850 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE (630) 916-6262
FAX (630) 916-6264

ORDERED BY: HEIN ARCHITECTS
DRAWN BY: AT
ORDER NO.: 03-18571-07EASEREV2

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870

PLAT OF EASEMENT

BY

GENTILE AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

LOT 1 IN OAKVIEW ESTATES RESUBDIVISION BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER R2000-438878 AND CERTIFICATE OF CORRECTION FILED APRIL 27, 2006 AS DOCUMENT R2006-077790, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING TOTAL AREA: 96,203.98 sq.ft. (2.21 acres)

P.I.N. 06-05-429-001

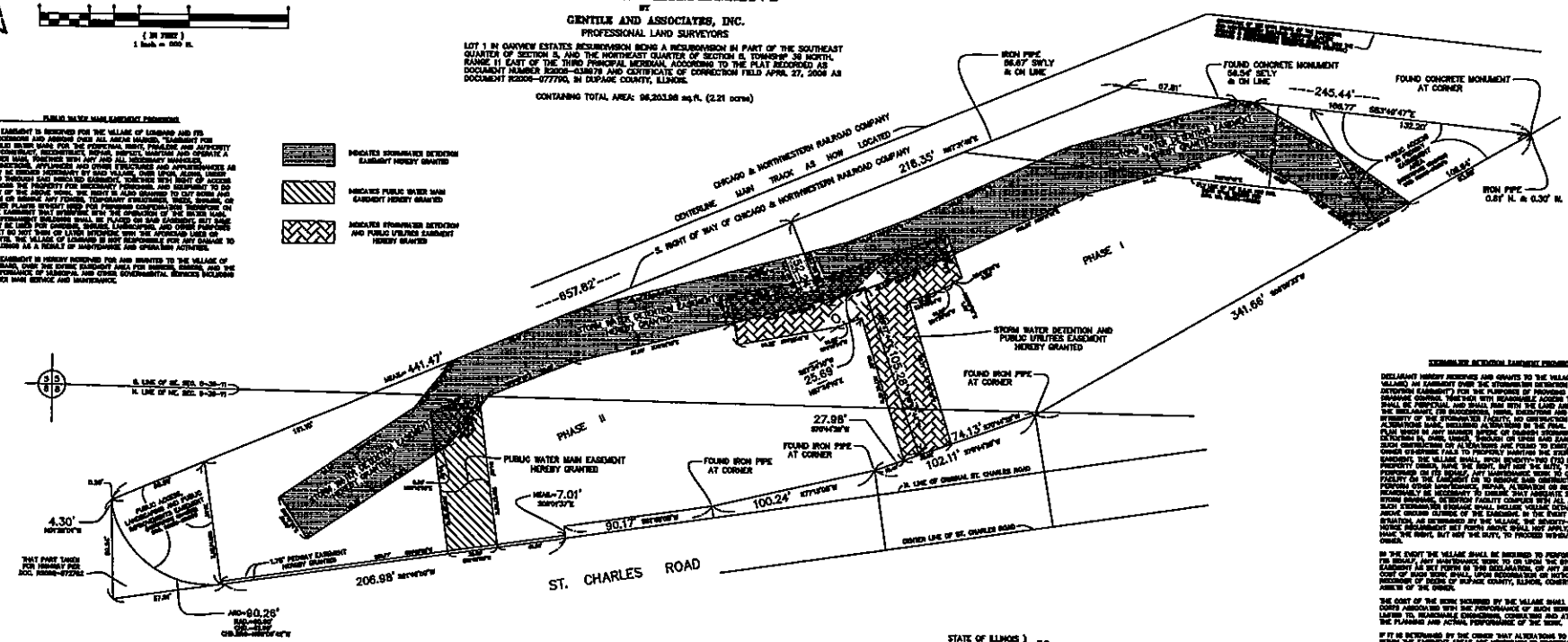
GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

INDICATES STORMWATER DETENTION EASEMENT HEREBY GRANTED

INDICATES PUBLIC WATER MAIN EASEMENT HEREBY GRANTED

INDICATES STORMWATER DETENTION AND PUBLIC UTILITIES EASEMENT HEREBY GRANTED



PUBLIC WATER MAIN EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR THE VILLAGE OF LOMBARD AND ITS SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED "EASEMENT FOR PUBLIC WATER MAIN" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, REMOVE, MAINTAIN AND OPERATE A WATER MAIN, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CONNECTIONS, APPURTENANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG UNDER AND THROUGH SAID AREAS AND EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY TREES, TEMPORARY STRUCTURES, BUSHES, SHRUBS, OR OTHER PLANTS WITHOUT HAVING TO PROVIDE COMPENSATION THEREFOR, DUE ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SYSTEM OR OTHER UTILITIES. NO TEMPORARY BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR PARKING, DRIVEWAYS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. THE VILLAGE OF LOMBARD IS NOT RESPONSIBLE FOR ANY DAMAGE TO BUILDINGS AS A RESULT OF MAINTENANCE AND OPERATION ACTIVITIES.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD, OVER THE STORM EASEMENT AREA FOR THE INSTALLATION AND THE MAINTENANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER MAIN SERVICE AND MAINTENANCE.

EASEMENT PROVISIONS

EASEMENTS FOR SERVICE THE BUILDINGS AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE ARE HEREBY RESERVED FOR AND GRANTED TO

Commonwealth Edison Company
AND
Ameritech Telephone Company, Grantees,

[illegible]

PEDWAY EASEMENT PROVISIONS

A PEDWAY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, AND ITS SUCCESSORS AND ASSIGNS IN, OVER, ACROSS, UNDER AND THROUGH THOSE AREAS DEPICTED ON THE PLAT AS "PEDWAY EASEMENT", TO REPAIR, INSTALL, CONSTRUCT, REMOVE, CLEAN, RECONSTRUCT, REPLACE, REMOVE, REPAIR, ALTER, MAINTAIN, OPERATE, AND MAINTAIN PEDESTRIAN AND NON-MOTORIZED TRANSPORTATION FACILITIES WITH ALL NECESSARY FIXTURES AND ACTIVITIES THEREON.

SAID EASEMENTS HEREIN GRANTED ARE PERPETUAL EASEMENTS AND SHALL RUN WITH THE LAND AND ALL COVENANTS, AGREEMENTS, TERMS, CONDITIONS, OBLIGATIONS, RIGHTS AND RESTRICTIONS HEREIN CONTAINED AND PROVIDED FOR AND SHALL INURE BENEFIT TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, EXECUTORS, SUCCESSORS, GRANTEES, LESSEES AND ASSIGNS.

UTILITY EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR THE VILLAGE OF LOMBARD AND TO THOSE PUBLIC UTILITY COMPANIES OVER AND UNDER PUBLIC STREETS FOR THE VILLAGE OF LOMBARD INCLUDING, BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, AMERITECH, NICOR GAS, MEDIACOM, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED "EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, REMOVE, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING WATER AND SANITARY SEWER, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPURTENANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE AND/OR UTILITY COMPANIES, OVER, UPON, ALONG, UNDER AND THROUGH SAID DESIGNATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY TREES, TEMPORARY STRUCTURES, BUSHES, SHRUBS, OR OTHER PLANTS WITHOUT HAVING TO PROVIDE COMPENSATION THEREFOR, DUE ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SYSTEM OR OTHER UTILITIES. NO TEMPORARY BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR PARKING, DRIVEWAYS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. THE VILLAGE OF LOMBARD IS NOT RESPONSIBLE FOR ANY DAMAGE TO BUILDINGS AS A RESULT OF MAINTENANCE AND OPERATION ACTIVITIES.

THE OWNERS OF THE PROPERTY SUBJECT TO THE EASEMENTS GRANTED HEREIN SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF LOMBARD, EASEMENT AND UTILITY PERMITS FOR AND GRANTED TO THE VILLAGE OF LOMBARD AND OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION OF THE LAND EMBRACED HEREIN, OVER, ON, UNDER, ALONG AND THROUGH SAID EASEMENTS FOR THE PURPOSES OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE, LANDSCAPE PLANTING, PROVIDED FOR SUCH COMMUNICATIONS COMPANIES ALONG WITH THE VILLAGE VARIOUS AGREEMENTS EXCEPTING NOTHING SET FORTH ABOVE IS INTENDED TO SUBORDINATE ANY EASEMENTS GRANTED IN ANY PREVIOUS AGREEMENT BETWEEN THE OWNERS AND THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS. WHERE A CONFLICT EXISTS BETWEEN THE GRANT OF EASEMENT AND ANY SUCH PREVIOUS AGREEMENT, OR WHERE THE PROVISIONS OF ANY SUCH PREVIOUS AGREEMENT ARE MORE RESTRICTIVE THAN THE LANGUAGE OF THIS GRANT OF EASEMENT, THE LANGUAGE OF SAID PREVIOUS AGREEMENT SHALL BE CONTROLLING UPON EACH OF THE GRANTEES.

STORMWATER DETENTION EASEMENT PROVISIONS

DECLARANT HEREBY RESERVES AND GRANTS TO THE VILLAGE OF LOMBARD (i.e. THE VILLAGE) AN EASEMENT (THE "STORMWATER DETENTION EASEMENT") FOR THE PURPOSES OF PROVIDING ADEQUATE STORMWATER DRAINAGE CONTROL. THAT THE RIGHTS WITH REASONABLE ACCESS THROUGH SAID EASEMENT SHALL BE PERPETUAL AND SHALL RUN WITH THE LAND AND SHALL BINDING UPON THE DECLARANT, THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, TO ENSURE THE INTEGRITY OF THE STORMWATER DETENTION FACILITY. NO STRUCTURE SHALL BE PLACED, NOR ALTERATIONS MADE, INCLUDING ALTERATIONS IN THE FINAL TOPOGRAPHICAL GRADING PLAN WITH AT ANY TIMES, TO THE STORMWATER DETENTION FACILITY, OR DETERMINED BY OWNER, UNDER, THROUGH OR UPON SAID EASEMENT AREA, IN THE EVENT SUCH CONSTRUCTION OR ALTERATIONS ARE FOUND TO EXIST, OR IF THE PROPERTY OWNER OR OWNERS FAILS TO PROPERLY MAINTAIN THE STORMWATER FACILITY ON THE EASEMENT, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE PROPERTY OWNER, HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER FACILITY ON THE EASEMENT OR TO REMOVE SAID OBSTRUCTION OR ALTERATIONS OR TO PERFORM OTHER MAINTENANCE, REPAIR, ALTERATION OR REPLACEMENT AS MAY REASONABLY BE NECESSARY TO ENSURE THAT ADEQUATE STORMWATER DETENTION WITHIN SUCH STORMWATER FACILITY COMPLIES WITH ALL APPLICABLE VILLAGE CODES. SUCH STORMWATER DETENTION FACILITY COMPLIES WITH ALL APPLICABLE VILLAGE CODES. SUCH STORMWATER DETENTION FACILITY COMPLIES WITH ALL APPLICABLE VILLAGE CODES. SUCH REPAIRS, REMOVAL, ALTERATION OR REPLACEMENT AS MAY BE DEEMED NECESSARY AND ABOVE GROUND OUTSIDE OF THE EASEMENT IN THE EVENT OF ANY EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE PROPERTY OWNER.

IN THE EVENT THE VILLAGE SHALL BE REQUIRED TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER FACILITY OF THE EASEMENT AS SET FORTH IN THIS DECLARATION, OR ANY PERMITS AS APPROVED, THE COST OF SUCH WORK SHALL, UPON RECORDATION OR NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF DUPAGE COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE OWNER.

THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEY'S FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK.

IF IT IS DETERMINED BY THE OWNER THAT ALTERATIONS TO THE STORMWATER FACILITY WITHIN THE EASEMENT AREAS ARE NECESSARY TO PROPERLY MAINTAIN THE INTEGRITY OF THE STORMWATER FACILITY, THE VILLAGE SHALL FIRST BE NOTIFIED BY THE OWNER OF SAID PROPOSED ALTERATION. NO SUCH ALTERATION SHALL TAKE PLACE WITHOUT THE PRIOR APPROVAL OF THE VILLAGE. THE VILLAGE MAY, IN ITS SOLE DISCRETION, REQUIRE THE SUBMITTAL OF PLANS AND SPECIFICATIONS FOR VILLAGE APPROVAL BEFORE SAID ALTERATION MAY TAKE PLACE.

NO.	DATE	DESCRIPTION	BY
2	3/28/08	MODIFIED WATER, STORM AND PUB. UTIL. EASE.	AT
1	10/26/07	CHANGED EASEMENT FROM 10' TO 20'	AT

GENTILE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
800 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE (630) 916-0202
FAX (630) 916-0204

DRAWN BY: HERR ARCHITECTS
DRAWN ON: AT
ORDER NO.: 03-18871-07EASEREV2

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.000970

STATE OF ILLINOIS)
COUNTY OF Du PAGE) S.S.

APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____.

_____
DIRECTOR OF COMMUNITY DEVELOPMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS ____ DAY OF _____, A.D. 20____.

_____ _____
OWNER OWNER

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT _____ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH _____ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____.

_____
NOTARY PUBLIC

_____
COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____.

_____
PRESIDENT

_____
VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS ____ DAY OF _____, A.D. 20____.

_____ _____
OWNER OWNER

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT _____ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH _____ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____.

_____
NOTARY PUBLIC

_____
COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, AFORESAID, ON THE ____ DAY OF _____, A.D. 20____ AT ____ O'CLOCK ____M.

_____
DUPAGE COUNTY RECORDER OF DEEDS

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

WE, GENTILE AND ASSOCIATES, INC. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT CONFORMS TO THE MINIMUM STANDARD REQUIREMENTS FOR A BOUNDARY SURVEY.

_____, A.D. 20____

BY : _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO.
MY LICENSE EXPIRES NOVEMBER 30, 2008.

PLAT OF EASEMENT

BY

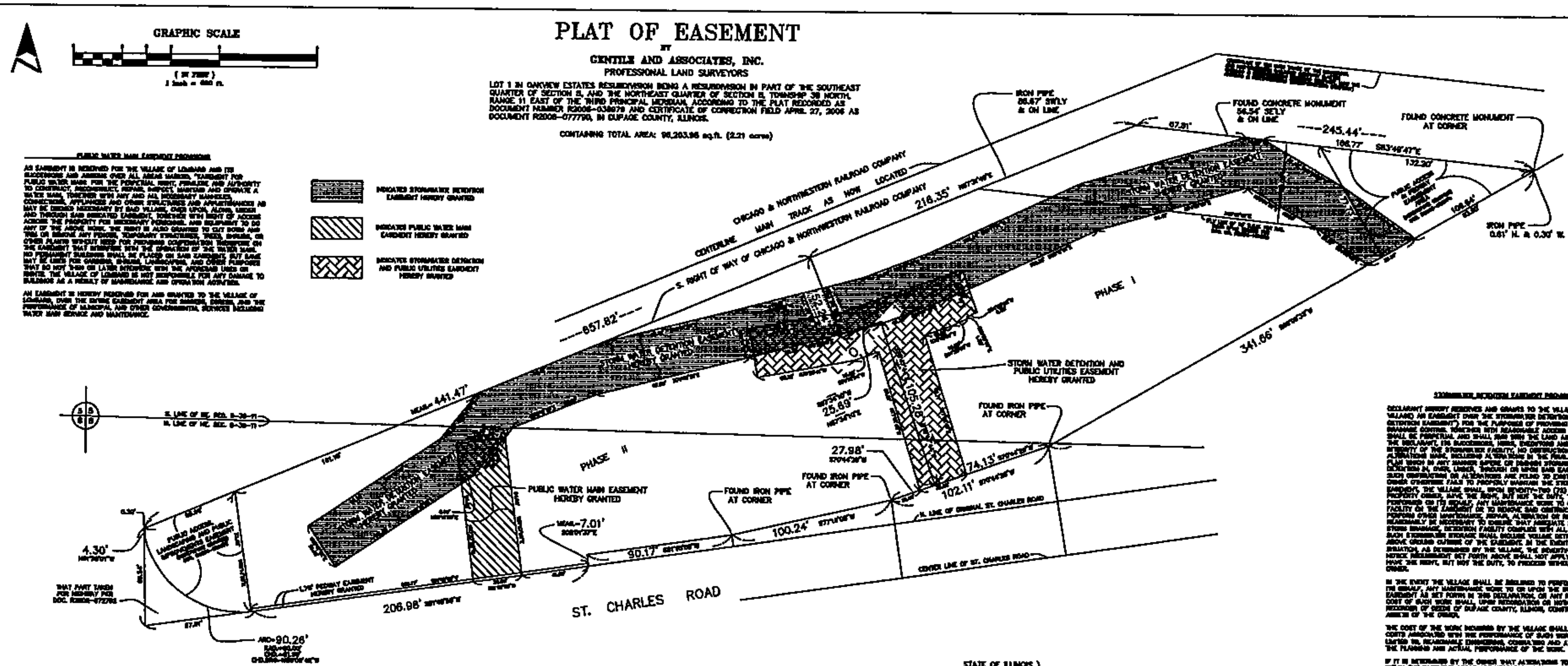
GENTILE AND ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LOT 1 IN OAKVIEW ESTATES RESUBDIVISION BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER R2006-038679 AND CERTIFICATE OF CORRECTION FILED APRIL 27, 2006 AS DOCUMENT R2006-077790, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING TOTAL AREA: 96,203.96 sq.ft. (2.21 acres)

P.I.N. 06-05-429-001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040



PUBLIC WATER MAIN EASEMENT PROVISIONS

AN EASEMENT IS RESERVED FOR THE VILLAGE OF LOMBARD AND ITS SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED, "EASEMENT FOR PUBLIC WATER MAIN" FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE A WATER MAIN, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS WITHOUT NEED FOR PROVIDING COMPENSATION THEREFORE ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE WATER MAIN. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. THE VILLAGE OF LOMBARD IS NOT RESPONSIBLE FOR ANY DAMAGE TO BUILDINGS AS A RESULT OF MAINTENANCE AND OPERATION ACTIVITIES.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER MAIN SERVICE AND MAINTENANCE.

STORMWATER DETENTION EASEMENT PROVISIONS

DECLARANT HEREBY RESERVES AND GRANTS TO THE VILLAGE OF LOMBARD (I.E. THE VILLAGE) AN EASEMENT OVER THE STORMWATER DETENTION FACILITY (I.E. "STORMWATER DETENTION EASEMENT") FOR THE PURPOSES OF PROVIDING ADEQUATE STORMWATER DRAINAGE CONTROL TOGETHER WITH REASONABLE ACCESS THERETO. SAID EASEMENT SHALL BE PERPETUAL AND SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, HEIRS, EXECUTORS AND ASSIGNS. TO ENSURE THE INTEGRITY OF THE STORMWATER FACILITY, NO OBSTRUCTION SHALL BE PLACED, NOR ALTERATIONS MADE, INCLUDING ALTERATIONS IN THE FINAL TOPOGRAPHICAL GRADING PLAN WHICH IN ANY MANNER IMPEDE OR DIMINISH STORMWATER DRAINAGE OR DETENTION IN, OVER, UNDER, THROUGH OR UPON SAID EASEMENT AREA. IN THE EVENT SUCH OBSTRUCTIONS OR ALTERATIONS ARE FOUND TO EXIST, OR IF THE PROPERTY OWNER OTHERWISE FAILS TO PROPERLY MAINTAIN THE STORMWATER FACILITY ON THE EASEMENT, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE PROPERTY OWNER, HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER FACILITY ON THE EASEMENT OR TO REMOVE SAID OBSTRUCTIONS OR ALTERATIONS OR TO PERFORM OTHER MAINTENANCE, REPAIR, ALTERATION OR REPLACEMENT AS MAY REASONABLY BE NECESSARY TO ENSURE THAT ADEQUATE STORMWATER STORAGE, STORM DRAINAGE, DETENTION FACILITY COMPLIES WITH ALL APPLICABLE VILLAGE CODES. SUCH STORMWATER STORAGE SHALL INCLUDE VILLAGE DETAINED IN STORM SEWERS AND ABOVE GROUND OUTSIDE OF THE EASEMENT. IN THE EVENT OF AND EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE PROPERTY OWNER.

IN THE EVENT THE VILLAGE SHALL BE REQUIRED TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER FACILITY ON THE EASEMENT AS SET FORTH IN THIS DECLARATION, OR ANY REMOVAL, AS AFORESAID, THE COST OF SUCH WORK SHALL, UPON RECORDATION OR NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF DUPAGE COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE OWNER.

THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEY'S FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK.

IF IT IS DETERMINED BY THE OWNER THAT ALTERATIONS TO THE STORMWATER FACILITY WITHIN THE EASEMENT AREAS ARE NECESSARY TO PROPERLY MAINTAIN THE INTEGRITY OF THE STORMWATER FACILITY, THE VILLAGE SHALL FIRST BE NOTIFIED BY THE OWNER OF SAID PROPOSED ALTERATION. NO SUCH ALTERATION SHALL TAKE PLACE WITHOUT THE PRIOR APPROVAL OF THE VILLAGE. THE VILLAGE MAY, IN ITS DISCRETION, REQUIRE THE SUBMITTAL OF PLANS AND SPECIFICATIONS FOR VILLAGE APPROVAL BEFORE SAID ALTERATION MAY TAKE PLACE.

EASEMENT PROVISIONS

EASEMENTS FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE ARE HEREBY RESERVED FOR AND GRANTED TO

Commonwealth Edison Company

AND

Ameritech Illinois Telephone Company, Grantees,

[illegible]

PUBLIC EASEMENT PROVISIONS

A PUBLIC EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS AND ITS SUCCESSORS AND ASSIGNS IN, ON, OVER, ACROSS, UNDER AND THROUGH THOSE AREAS DEPICTED ON THE PLAT AS "PUBLIC EASEMENT", TO IMPROVE, INSTALL, CONSTRUCT, RENEW, CLEAR, RECONSTRUCT, REPLACE, INSPECT, REPAIR, ALTER, REMOVE, OPERATE, AND MAINTAIN PEDESTRIAN AND NON-MOTORIZED VEHICULAR CIRCULATION FACILITIES WITH ALL NECESSARY FACILITIES AND ACTIVITIES THERETO.

SAID EASEMENTS HEREIN GRANTED ARE PERPETUAL EASEMENTS AND SHALL RUN WITH THE LAND AND ALL COVENANTS, AGREEMENTS, TERMS, CONDITIONS, OBLIGATIONS, RIGHTS AND INTEREST HEREIN CONTAINED ARE PROVIDED FOR AND SHALL LIKEWISE INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, EXECUTORS, SUCCESSORS, GRANTEES, LESSEES, AND ASSIGNS.

UTILITY EASEMENT PROVISIONS

[illegible]

2	3/28/06	MODIFIED WATER, STORM AND PUB. UTIL. EASE.	AT
1	10/26/07	CHANGED EASEMENT FROM 10' TO 30'	AT
NO.	DATE	DESCRIPTION	BY

GENTILE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE (630) 916-6262
FAX (630) 916-6264

ORDERED BY: NERI ARCHITECTS
DRAWN BY: AT
ORDER NO.: 03-18571-07EASEREV2

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.00[illegible]

STATE OF ILLINOIS)
COUNTY OF Du PAGE) S.S.

APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS ____ DAY OF __________, A.D. 20___

DIRECTOR OF COMMUNITY DEVELOPMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS ____ DAY OF __________, A.D. 20___

PRESIDENT

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT __________, ILLINOIS, THIS ____ DAY OF __________, A.D. 20___

OWNER

OWNER

STATE OF ILLINOIS)
COUNTY OF ________) S.S.

I, __________ A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT __________ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH __________ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF __________, A.D. 20___

NOTARY PUBLIC

COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT __________, ILLINOIS, THIS ____ DAY OF __________, A.D. 20___

OWNER

OWNER

STATE OF ILLINOIS)
COUNTY OF ________) S.S.

I, __________ A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT __________ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH __________ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF __________, A.D. 20___

NOTARY PUBLIC

COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

THIS INSTRUMENT NUMBER __________ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DuPAGE COUNTY, ILLINOIS, AFORESAID, ON THE ____ DAY OF __________, A.D. 20___ AT ____ O'CLOCK ___M.

DuPAGE COUNTY RECORDER OF DEEDS

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

WE, GENTILE AND ASSOCIATES, INC. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT CONFORMS TO THE MINIMUM STANDARD REQUIREMENTS FOR A BOUNDARY SURVEY.

__________, A.D. 20___

BY: __________

ILLINOIS PROFESSIONAL LAND SURVEYOR NO.
MY LICENSE EXPIRES NOVEMBER 30, 2008.

PLAT OF EASEMENT

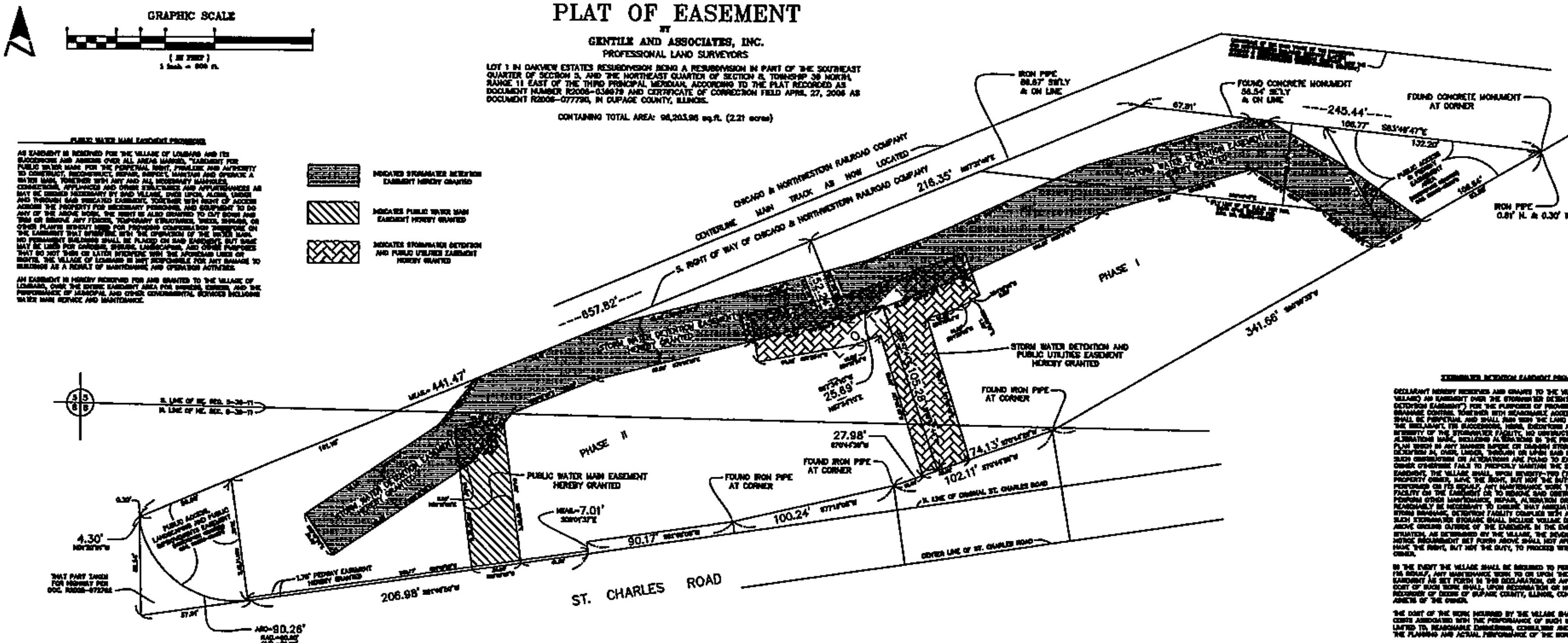
BY

GENTILE AND ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LOT 1 IN OAKVIEW ESTATES RESUBDIVISION BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER R2006-036079 AND CERTIFICATE OF CORRECTION FILED APRIL 27, 2006 AS DOCUMENT R2006-077790, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING TOTAL AREA: 96,203.96 sq.ft. (2.21 acres)



PUBLIC WATER MAIN EASEMENT PROVISIONS

AN EASEMENT IS RESERVED FOR THE VILLAGE OF LOMBARD AND ITS SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED, "EASEMENT FOR PUBLIC WATER MAIN" FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE A WATER MAIN, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS WITHOUT NEED FOR PROVIDING COMPENSATION THEREFORE ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE WATER MAIN. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. THE VILLAGE OF LOMBARD IS NOT RESPONSIBLE FOR ANY DAMAGE TO BUILDINGS AS A RESULT OF MAINTENANCE AND OPERATION ACTIVITIES.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER MAIN SERVICE AND MAINTENANCE.

EASEMENT PROVISIONS

EASEMENTS FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE ARE HEREBY RESERVED FOR AND GRANTED TO

Commonwealth Edison Company

and

Ameritech Telephone Company, Grantees,

[illegible]

PRIVATE EASEMENT PROVISIONS

A PRIVATE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, AND ITS SUCCESSORS AND ASSIGNS IN, ON, OVER, ACROSS, UNDER AND THROUGH THOSE AREAS DEPICTED ON THE PLAT AS "PRIVATE EASEMENTS", TO IMPROVE, INSTALL, CONSTRUCT, RENEW, CLEAR, RECONSTRUCT, REPLACE, REMOVE, REPAIR, ALTER, INSPECT, OPERATE, AND MAINTAIN PEDESTRIAN AND NON-MOTORIZED VEHICULAR CIRCULATION FACILITIES WITH ALL NECESSARY FACILITIES AND ACTIVITIES THERETO.

SAID EASEMENTS HEREIN GRANTED ARE PERPETUAL EASEMENTS AND SHALL RUN WITH THE LAND AND ALL COVENANTS, AGREEMENTS, TERMS, CONDITIONS, OBLIGATIONS, RIGHTS AND INTEREST HEREIN CONTAINED ARE PROVIDED FOR AND SHALL LIKEWISE INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, EXECUTORS, SUCCESSORS, GRANTEES, LESSEES, AND ASSIGNS.

UTILITY EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR THE VILLAGE OF LOMBARD AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISES FROM THE VILLAGE OF LOMBARD INCLUDING, BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, AMERITECH, NICOR GAS, MEDIACOM, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED "EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING OVERLAND DRAINAGE, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE AND/OR UTILITY COMPANIES, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS WITHOUT NEED FOR PROVIDING COMPENSATION THEREFORE ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED FOR BOTH SEWER AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF LOMBARD. EASEMENT ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE. EASEMENTS ALSO ARE RESERVED FOR CABLE COMMUNICATIONS COMPANIES ALONG WITH THE PUBLIC UTILITIES ALREADY REFERENCED HEREIN. SET FORTH ABOVE IS INTENDED TO SUPERSEDE ANY REQUIREMENTS CONTAINED IN ANY FRANCHISE AGREEMENT BETWEEN THE GRANTEES AND THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS. WHERE A CONFLICT EXISTS BETWEEN THE GRANT OF EASEMENT AND ANY SUCH FRANCHISE AGREEMENT, OR WHERE THE PROVISIONS OF ANY SUCH FRANCHISE AGREEMENT ARE MORE RESTRICTIVE THAT THE LANGUAGE OF THIS GRANT OF EASEMENT, THE LANGUAGE OF SAID FRANCHISE AGREEMENT SHALL BE CONTROLLING UPON EACH OF THE GRANTEES.

STATE OF ILLINOIS) S.S.
COUNTY OF Du PAGE)

APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF ______________, A.D. 20___.

____
DIRECTOR OF COMMUNITY DEVELOPMENT

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF ______________, A.D. 20___.

____
PRESIDENT

____
VILLAGE CLERK

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT ______________, ILLINOIS, THIS ____ DAY OF ______________, A.D. 20___

______________ OWNER ______________ OWNER

STATE OF ILLINOIS)
COUNTY OF ______________) S.S.

I, ______________, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT ______________ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH ______________ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF ______________, A.D. 20___

____
NOTARY PUBLIC

____
COMMISSION EXPIRES

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT ______________, ILLINOIS, THIS ____ DAY OF ______________, A.D. 20___

______________ OWNER ______________ OWNER

STATE OF ILLINOIS)
COUNTY OF ______________) S.S.

I, ______________, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT ______________ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH ______________ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF ______________, A.D. 20___

____
NOTARY PUBLIC

____
COMMISSION EXPIRES

STORMWATER DETENTION EASEMENT PROVISIONS

DECLARANT HEREBY RESERVES AND GRANTS TO THE VILLAGE OF LOMBARD (i.e. THE VILLAGE) AN EASEMENT OVER THE STORMWATER DETENTION FACILITY (i.e. "STORMWATER DETENTION EASEMENT") FOR THE PURPOSES OF PROVIDING ADEQUATE STORMWATER DRAINAGE CONTROL TOGETHER WITH REASONABLE ACCESS THERETO. SAID EASEMENT SHALL BE PERPETUAL AND SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, HEIRS, EXECUTORS AND ASSIGNS. TO ENSURE THE INTEGRITY OF THE STORMWATER FACILITY, NO CONSTRUCTION SHALL BE PLACED, NOR ALTERATIONS MADE, INCLUDING ALTERATIONS IN THE FINAL TOPOGRAPHICAL GRADING PLAN WHICH IN ANY MANNER IMPEDE OR DIMINISH STORMWATER DRAINAGE OR DETENTION IN, OVER, UNDER, THROUGH OR UPON SAID EASEMENT AREA. IN THE EVENT SUCH CONSTRUCTION OR ALTERATIONS ARE FOUND TO EXIST, OR IF THE PROPERTY OWNER OTHERWISE FAILS TO PROPERLY MAINTAIN THE STORMWATER FACILITY ON THE EASEMENT, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE PROPERTY OWNER, HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER FACILITY ON THE EASEMENT OR TO REMOVE SAID CONSTRUCTION OR ALTERATIONS OR TO PERFORM OTHER MAINTENANCE, REPAIR, ALTERATION OR REPLACEMENT AS MAY REASONABLY BE NECESSARY TO ENSURE THAT ADEQUATE STORMWATER STORAGE, STORM DRAINAGE, DETENTION FACILITY COMPLIES WITH ALL APPLICABLE VILLAGE CODES. SUCH STORMWATER STORAGE SHALL INCLUDE VOLUME RETAINED IN STORM SEWERS AND ABOVE GROUND OUTSIDE OF THE EASEMENT. IN THE EVENT OF AND EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE PROPERTY OWNER.

IN THE EVENT THE VILLAGE SHALL BE REQUIRED TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER FACILITY ON THE EASEMENT AS SET FORTH IN THIS DECLARATION, OR ANY REMOVAL AS AFORESAID, THE COST OF SUCH WORK SHALL, UPON RECORDATION OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF DUPAGE COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE OWNER.

THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEY'S FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK.

IF IT IS DETERMINED BY THE OWNER THAT ALTERATIONS TO THE STORMWATER FACILITY WITHIN THE EASEMENT AREAS ARE NECESSARY TO PROPERLY MAINTAIN THE INTEGRITY OF THE STORMWATER FACILITY, THE VILLAGE SHALL FIRST BE INFORMED BY THE OWNER OF SAID PROPOSED ALTERATION. NO SUCH ALTERATION SHALL TAKE PLACE WITHOUT THE PRIOR APPROVAL OF THE VILLAGE. THE VILLAGE MAY, IN ITS DISCRETION, REQUIRE THE SUBMITTAL OF PLANS AND SPECIFICATIONS FOR VILLAGE APPROVAL BEFORE SAID ALTERATION MAY TAKE PLACE.

STATE OF ILLINOIS) S.S.
COUNTY OF DuPAGE)

THIS INSTRUMENT NUMBER ______________ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DuPAGE COUNTY, ILLINOIS, AFORESAID, ON THE _____ DAY OF ______________ A.D. 20___ AT ____ O'CLOCK ___M.

____
DuPAGE COUNTY RECORDER OF DEEDS

STATE OF ILLINOIS) S.S.
COUNTY OF DuPAGE)

WE, GENTILE AND ASSOCIATES, INC. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT CONFORMS TO THE MINIMUM STANDARD REQUIREMENTS FOR A BOUNDARY SURVEY.

______________________________ A.D. 20___

BY : ______________________________
ILLINOIS PROFESSIONAL LAND SURVEYOR NO.
MY LICENSE EXPIRES NOVEMBER 30, 2008.

2	3/31/08	MODIFIED WATER, STORM AND PUB. UTIL. EASE.	AT
1	10/30/07	CHANGED EASEMENT FROM 10' TO 30'	AT
NO.	DATE	DESCRIPTION	BY

GENTILE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE (630) 916-6262
FAX (630) 916-6264

ORDERED BY: HDS ARCHITECTS
DRAWN BY: AT
ORDER NO.: 03-18571-07EASEREV2

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.000970

PLAT OF EASEMENT

BY

GENTILE AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

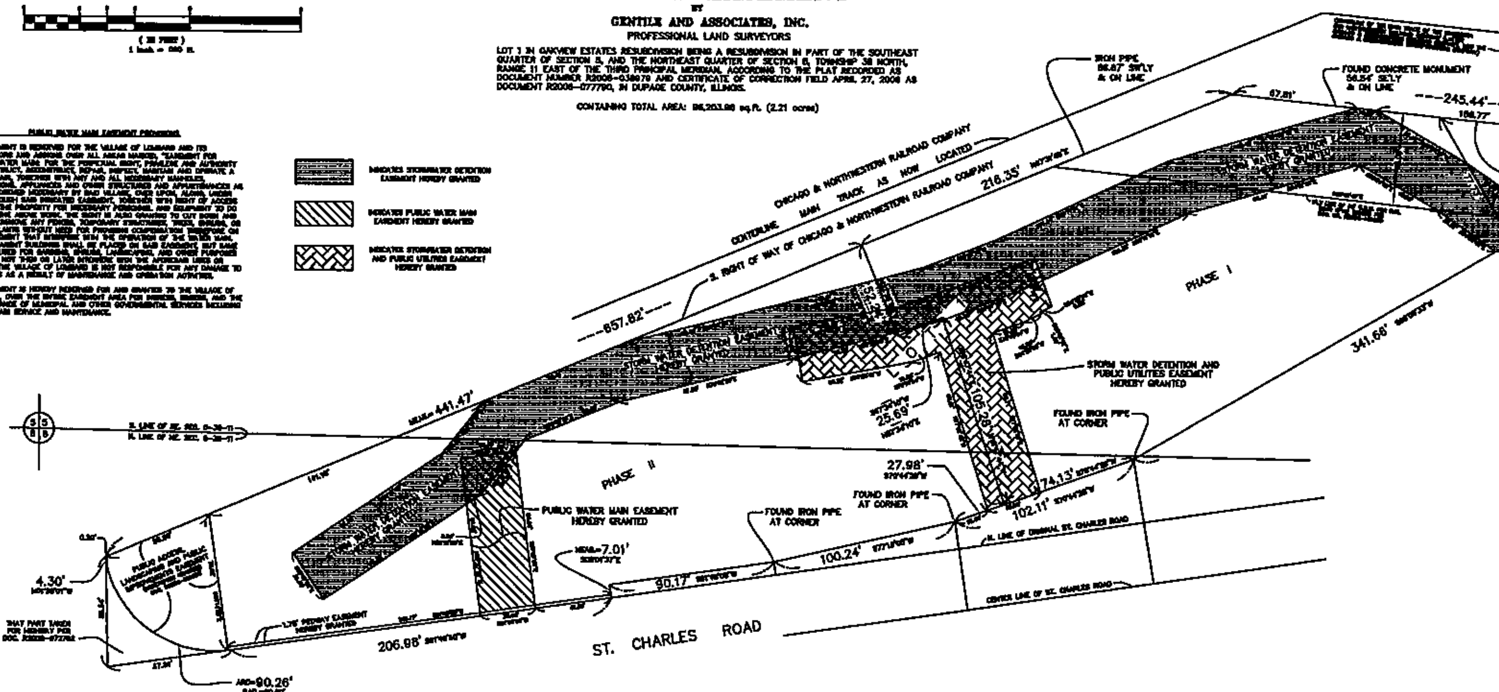
LOT 1 IN OAKVIEW ESTATES RESUBDIVISION BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER R2006-038079 AND CERTIFICATE OF CORRECTION FILED APRIL 27, 2006 AS DOCUMENT R2006-077790, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING TOTAL AREA: 96,203.96 sq.ft. (2.21 acres)

P.I.N. 06-05-429-001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.



PUBLIC WATER MAIN EASEMENT PROVISIONS

AN EASEMENT IS RESERVED FOR THE VILLAGE OF LOMBARD AND ITS SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED, "EASEMENT FOR PUBLIC WATER MAIN" FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE A WATER MAIN, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS WITHOUT NEED FOR PROVIDING COMPENSATION THEREFORE ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE WATER MAIN. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. THE VILLAGE OF LOMBARD IS NOT RESPONSIBLE FOR ANY DAMAGE TO BUILDINGS AS A RESULT OF MAINTENANCE AND OPERATION ACTIVITIES.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER MAIN SERVICE AND MAINTENANCE.

STORMWATER DETENTION EASEMENT PROVISIONS

DECLARANT HEREBY RESERVES AND GRANTS TO THE VILLAGE OF LOMBARD (i.e. THE VILLAGE) AN EASEMENT OVER THE STORMWATER DETENTION FACILITY (i.e. "STORMWATER DETENTION EASEMENT") FOR THE PURPOSES OF PROVIDING ADEQUATE STORMWATER DRAINAGE CONTROL, TOGETHER WITH REASONABLE ACCESS THERETO. SAID EASEMENT SHALL BE PERPETUAL AND SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, HEIRS, EXECUTORS AND ASSIGNS. TO ENSURE THE INTEGRITY OF THE STORMWATER FACILITY, NO OBSTRUCTION SHALL BE PLACED, NOR ALTERATIONS MADE, INCLUDING ALTERATIONS IN THE FINAL TOPOGRAPHICAL GRADING PLAN WHICH IN ANY MANNER IMPEDE OR DIMINISH STORMWATER DRAINAGE OR DETENTION IN, OVER, UNDER, THROUGH OR UPON SAID EASEMENT AREA. IN THE EVENT SUCH OBSTRUCTION OR ALTERATIONS ARE FOUND TO EXIST, OR IF THE PROPERTY OWNER OTHERWISE FAILS TO PROPERLY MAINTAIN THE STORMWATER FACILITY ON THE EASEMENT, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE PROPERTY OWNER, HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER FACILITY ON THE EASEMENT OR TO REMOVE SAID OBSTRUCTION OR ALTERATIONS OR TO PERFORM OTHER MAINTENANCE, REPAIR, ALTERATION OR REPLACEMENT AS MAY REASONABLY BE NECESSARY TO ENSURE THAT ADEQUATE STORMWATER STORAGE, STORM DRAINAGE, DETENTION FACILITY COMPLIES WITH ALL APPLICABLE VILLAGE CODES. SUCH STORMWATER STORAGE SHALL INCLUDE VOLUME DETAINED IN STORM SEWERS AND ABOVE GROUND OUTSIDE OF THE EASEMENT. IN THE EVENT OF AND EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE PROPERTY OWNER.

IN THE EVENT THE VILLAGE SHALL BE REQUIRED TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER FACILITY ON THE EASEMENT AS SET FORTH IN THIS DECLARATION, OR ANY REMOVAL AS AFORESAID, THE COST OF SUCH WORK SHALL, UPON RECORDATION OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF DUPAGE COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE OWNER.

THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEYS FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK.

IF IT IS DETERMINED BY THE OWNER THAT ALTERATIONS TO THE STORMWATER FACILITY WITHIN THE EASEMENT AREAS ARE NECESSARY TO PROPERLY MAINTAIN THE INTEGRITY OF THE STORMWATER FACILITY, THE VILLAGE SHALL FIRST BE NOTIFIED BY THE OWNER OF SAID PROPOSED ALTERATION. NO SUCH ALTERATION SHALL TAKE PLACE WITHOUT THE PRIOR APPROVAL OF THE VILLAGE. THE VILLAGE MAY, IN ITS DISCRETION, REQUIRE THE SUBMITTAL OF PLANS AND SPECIFICATIONS FOR VILLAGE APPROVAL BEFORE SAID ALTERATION MAY TAKE PLACE.

EASEMENT PROVISIONS

EASEMENTS FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE ARE HEREBY RESERVED FOR AND GRANTED TO

Commonwealth Edison Company
AND
Ameritech Telephone Company, Grantees,

[illegible]

PEDWAY EASEMENT PROVISIONS

A PEDWAY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, AND ITS SUCCESSORS AND ASSIGNS IN, ON, OVER, ACROSS, UNDER AND THROUGH THOSE AREAS DEPICTED ON THE PLAT AS "PEDWAY EASEMENTS", TO IMPROVE, INSTALL, CONSTRUCT, REPAIR, CLEAN, RECONSTRUCT, REPLACE, REMOVE, REPAIR, ALTER, INSPECT, OPERATE, AND MAINTAIN PEDESTRIAN AND NON-MOTORIZED VEHICULAR CIRCULATION FACILITIES WITH ALL NECESSARY FACILITIES AND ACTIVITIES THERETO.

SAID EASEMENTS HEREIN GRANTED ARE PERPETUAL EASEMENTS AND SHALL RUN WITH THE LAND AND ALL COVENANTS, AGREEMENTS, TERMS, CONDITIONS, OBLIGATIONS, RIGHTS AND INTEREST HEREIN CONTAINED ARE PROVIDED FOR AND SHALL LIKEWISE INSURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, EXECUTORS, SUCCESSORS, GRANTEES, LESSEES, AND ASSIGNS.

UTILITY EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR THE VILLAGE OF LOMBARD AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISES FROM THE VILLAGE OF LOMBARD INCLUDING, BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, AMERITECH, NICOR GAS, MEDIACOM, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED "EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING OVERLAND DRAINAGE, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE AND/OR UTILITY COMPANIES, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS WITHOUT NEED FOR PROVIDING COMPENSATION THEREFORE ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED FOR BOTH SEWER AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF LOMBARD. EASEMENT ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE. EASEMENTS ALSO ARE RESERVED FOR CABLE COMMUNICATIONS COMPANIES ALONG WITH THE PUBLIC UTILITIES ALREADY REFERENCED. NOTHING SET FORTH ABOVE IS INTENDED TO SUPERSEDE ANY REQUIREMENTS CONTAINED IN ANY FRANCHISE AGREEMENT BETWEEN THE GRANTEES AND THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS. WHERE A CONFLICT EXISTS BETWEEN THE GRANT OF EASEMENT AND ANY SUCH FRANCHISE AGREEMENT, OR WHERE THE PROVISIONS OF ANY SUCH FRANCHISE AGREEMENT ARE MORE RESTRICTIVE THAT THE LANGUAGE OF THIS GRANT OF EASEMENT, THE LANGUAGE OF SAID FRANCHISE AGREEMENT SHALL BE CONTROLLING UPON EACH OF THE GRANTEES.

STATE OF ILLINOIS) S.S.
COUNTY OF Du PAGE)

APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF ____________ A.D. 20___

____
DIRECTOR OF COMMUNITY DEVELOPMENT

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT ____________ ILLINOIS, THIS ___ DAY OF ____________ A.D. 20___

____________________ OWNER ____________________ OWNER

STATE OF ILLINOIS)
COUNTY OF ________) S.S.

I, ____________________ A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT ____________________ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH ____________ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF ____________ A.D. 20___

____
NOTARY PUBLIC

____
COMMISSION EXPIRES

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF ____________ A.D. 20___

____
PRESIDENT

____
VILLAGE CLERK

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT ____________ ILLINOIS, THIS ___ DAY OF ____________ A.D. 20___

____________________ OWNER ____________________ OWNER

STATE OF ILLINOIS)
COUNTY OF ________) S.S.

I, ____________________ A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT ____________________ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH ____________ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF ____________ A.D. 20___

____
NOTARY PUBLIC

____
COMMISSION EXPIRES

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

THIS INSTRUMENT NUMBER ____________ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, AFORESAID, ON THE _____ DAY OF ____________ A.D. 20___ AT ___ O'CLOCK ___M.

____
DuPAGE COUNTY RECORDER OF DEEDS

STATE OF ILLINOIS) S.S.
COUNTY OF DuPAGE)

WE, GENTILE AND ASSOCIATES, INC. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT CONFORMS TO THE MINIMUM STANDARD REQUIREMENTS FOR A BOUNDARY SURVEY.

____________________ A.D. 20___

BY : ____________________
ILLINOIS PROFESSIONAL LAND SURVEYOR NO.
MY LICENSE EXPIRES NOVEMBER 30, 2008.

NO.	DATE	DESCRIPTION	BY
2	3/31/08	REVISED WATER, STORM AND PUB. UTIL. EASE.	AT
1	10/26/07	CHANGED EASEMENT FROM 10' TO 30'	AT

GENTILE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
500 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE (630) 916-6262
FAX (630) 916-6264

ORDERED BY: NCR ARCHITECTS
DRAWN BY: AT
ORDER NO.: 03-18571-07EASEREV2

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.000970

PLAT OF EASEMENT

BY

GENTILE AND ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LOT 1 IN OAKVIEW ESTATES RESUBDIVISION BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 3, AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER R2006-436879 AND CERTIFICATE OF CORRECTION FILED APRIL 27, 2006 AS DOCUMENT R2006-077790, IN DUPAGE COUNTY, ILLINOIS.

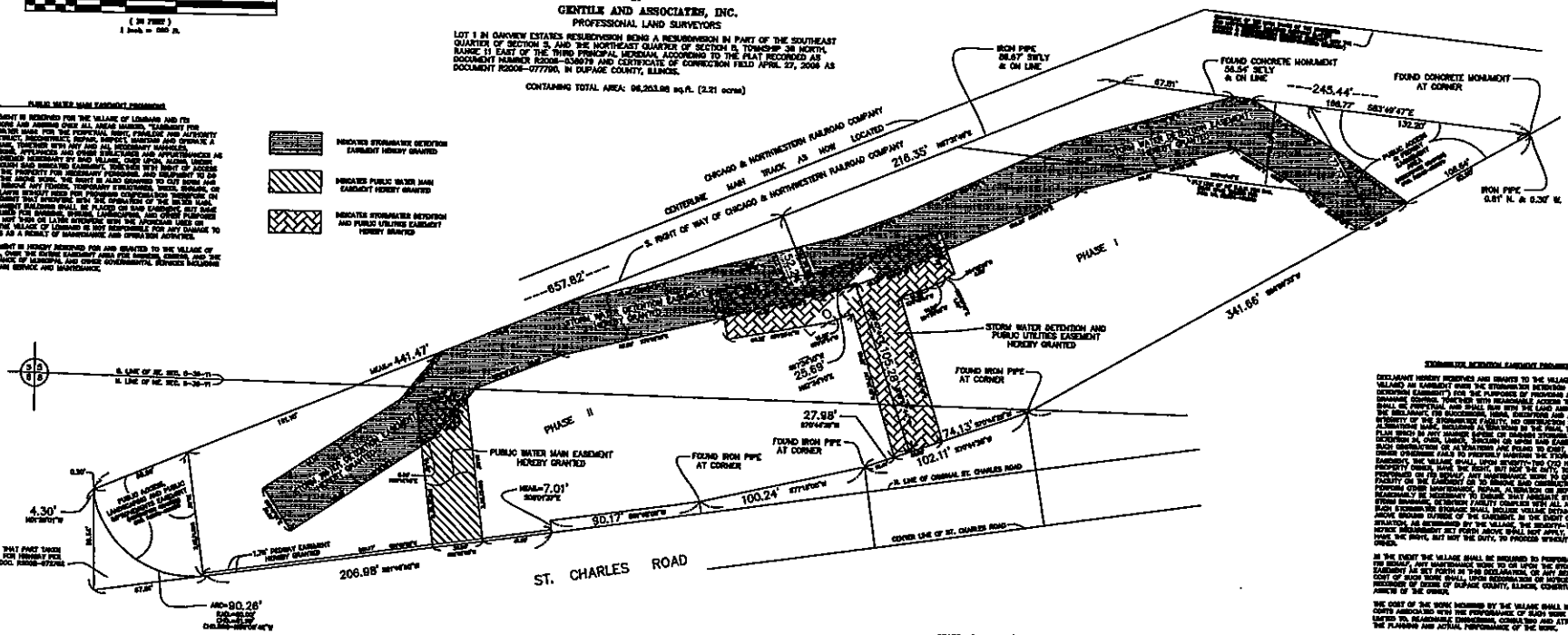
CONTAINING TOTAL AREA: 96,263.96 sq.ft. (2.21 acres)

P.I.N. 06-06-429-001

GRAPHIC SCALE

(IN FEET)

1 inch = 100 ft.



PUBLIC WATER MAIN EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR THE VILLAGE OF LOMBARD AND ITS SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED "EASEMENT FOR PUBLIC WATER MAIN" FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, REPLACE, MAINTAIN AND OPERATE A WATER MAIN, TOGETHER WITH ANY AND ALL NECESSARY FITTINGS, CONNECTIONS, APPURTENANCES AND OTHER FIXTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER UPON, ALONG, UNDER AND THROUGH SAID PERMANENT EASEMENT, TOGETHER WITH RIGHT OF ACCESS across THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE FOREGOING WORK. THE RIGHT IS ALSO GRANTED TO CUT TREES AND OTHER OBSTRUCTIONS WITHIN THE EASEMENT, BUT RATHER THAN TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS WITHOUT NEED FOR PROPERLY EXERCISING THE RIGHTS GRANTED IN THE EASEMENT, BUT NOTWITHSTANDING THE FOREGOING, NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAID EASEMENT MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE APPROVED USES OF THE EASEMENT BY THE VILLAGE. THE VILLAGE OF LOMBARD IS NOT RESPONSIBLE FOR ANY DAMAGE TO BUILDINGS AS A RESULT OF MAINTENANCE AND OPERATION ACTIVITIES.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD, OVER THE ENTIRE EASEMENT AREA FOR REPAIRS, REMOVAL AND THE PERFORMANCE OF LAWFUL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER MAIN SERVICE AND MAINTENANCE.

STORMWATER DETENTION EASEMENT PROVISIONS

DECLARANT HEREBY RESERVES AND GRANTS TO THE VILLAGE OF LOMBARD (i.e. THE VILLAGE) AN EASEMENT OVER THE STORMWATER DETENTION FACILITY (i.e. "STORMWATER DETENTION EASEMENT") FOR THE PURPOSES OF PROVIDING ADEQUATE STORMWATER DRAINAGE CONTROL, TOGETHER WITH REASONABLE ACCESS THERETO AND THEREOVER. SAID EASEMENT SHALL BE PERPETUAL, NON-EXCLUSIVE, RUN WITH THE LAND AND SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS AND ASSIGNS. NOTWITHSTANDING THE FOREGOING, IN THE ABSENCE OF THE STORMWATER FACILITY, NO OBSTRUCTION SHALL BE PLACED, NOR ALTERATION MADE, WITHIN THE STORMWATER DETENTION EASEMENT AREA WHICH WOULD FURTHER BLOCK OR ALTER THE STORMWATER FLOW WHICH IN ANY MANNER BEFORE OR DURING STORMWATER EVENTS, OR OCCASIONAL OR LONG TERM, CAUSES OR MAY CAUSE DAMAGE TO PERSONS OR PROPERTY. SUCH OBSTRUCTION OR ALTERATIONS ARE FOUND TO EXIST, ON IF THE PROPERTY OWNERS FAIL OR REFUSE TO PROPERLY MAINTAIN THE STORMWATER FACILITY ON THE EASEMENT, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE PROPERTY OWNER, HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM OR HAVE PERFORMED ON THE PROPERTY, AT ITS DEFAULT, ANY MAINTENANCE WORK TO BE UPON THE STORMWATER FACILITY ON THE EASEMENT OR TO REPAIR AND CONSTRUCT OR ALTER STORM OR TO PERFORM OTHER MAINTENANCE, REPAIR, ALTERATION OR REPLACEMENT, AS MAY REASONABLY BE NECESSARY TO REMOVE THAT PORTION OF STORMWATER DRAINAGE, STORM SEWERS, BETWEEN FACILITY CONTROL AND ALL APPLICABLE VILLAGE RULES. SUCH STORMWATER DRAINAGE SHALL INCLUDE VILLAGE DETAINED IN STORM SEWERS AND ABOVE GROUND OUTSIDE OF THE EASEMENT, IN THE EVENT OF ANY EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHTS, BUT NOT THE DUTY, TO PROVIDE WRITTEN NOTICE TO THE PROPERTY OWNER.

IN THE EVENT THE VILLAGE SHALL BE REQUIRED TO PERFORM OR HAVE PERFORMED ON THE DEFAULT ANY MAINTENANCE WORK TO BE UPON THE STORMWATER FACILITY OR THE EASEMENT AS SET FORTH IN THIS DECLARATION OR ANY REMOVAL AS APPEARS, THE COST OF SUCH WORK SHALL UPON NOTIFICATION OR NOTICE OF LIEN, WITH THE RECORDER OF DEEDS OF DUPAGE COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE PROPERTY OF THE OWNER.

THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEY'S FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK.

IF IT IS DETERMINED BY THE OWNER THAT ALTERATIONS TO THE STORMWATER FACILITY WITHIN THE EASEMENT AREAS ARE NECESSARY TO PROPERLY MAINTAIN THE INTEGRITY OF THE STORMWATER FACILITY, THE VILLAGE SHALL PROVIDE WRITTEN NOTICE OF SUCH PROPOSED ALTERATION. NO SUCH ALTERATION SHALL TAKE PLACE WITHOUT THE PRIOR APPROVAL OF THE VILLAGE. THE VILLAGE MAY, IN ITS SOLE DISCRETION, REQUIRE THE SUBMITTAL OF PLANS AND SPECIFICATIONS FOR VILLAGE APPROVAL BEFORE SAID ALTERATION MAY TAKE PLACE.

EASEMENT PROVISIONS

EASEMENTS FOR SERVICE THE TELEPHONE AND OTHER PROPERTY WITH ELECTRIC AND TELEPHONE SERVICE ARE HEREBY RESERVED FOR AND GRANTED TO

Commonwealth Edison Company

AND

Ameritech Telephone Company, Grantees.

[illegible]

NO.	DATE	DESCRIPTION	BY
2	3/31/06	MODIFIED WATER, STORM AND PUBL. UTIL. EASE.	AT
1	10/26/05	CHANGED EASEMENT FROM 16' TO 30'	AT

GENTILE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
560 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE (630) 916-8881
FAX (630) 916-8884

ORDERED BY: MOR ARCHITECTS
DRAWN BY: AT
ORDER NO.: 03-18571-07EASEREV2

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.003878

PRIVATE EASEMENT PROVISIONS

A PRIVATE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, AND ITS SUCCESSORS AND ASSIGNS IN, OVER, ACROSS, UNDER AND THROUGH THOSE AREAS DEPICTED ON THE PLAT AS "PRIVATE EASEMENT", TO REPAIR, INSTALL, CONSTRUCT, ADJUST, CLEAN, REPLACEMENT, REPAIR, REMOVE, REPAIR, PLACE, INSPECT, OPERATE, AND MAINTAIN PROCEDURES AND MAINTAIN STORM SEWER CIRCULATION FACILITIES WITH ALL ANCILLARY FACILITIES AND ACTIVITIES THEREON.

SAID EASEMENTS HEREIN GRANTED AND PERPETUAL EASEMENTS SHALL RUN WITH THE LAND AND ALL COVENANTS, AGREEMENTS, TERMS, CONDITIONS, OBLIGATIONS, RIGHTS AND INTEREST HEREIN CONTAINED AND PROVIDED FOR AND SHALL INURE BENEFIT TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, EXECUTORS, SUCCESSORS, GRANTEES, LICENSEES, AND ASSIGNS.

UTILITY EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR THE VILLAGE OF LOMBARD AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISES FROM THE VILLAGE OF LOMBARD INCLUDING, BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, AMERITECH, NICOR GAS, MEDIACOM, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED "EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING OVERLAND DRAINAGE, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE AND/OR UTILITY COMPANIES, OVER, UPON, ALONG UNDER AND THROUGH SAID DESIGNATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS across THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT TREES AND OTHER OBSTRUCTIONS WITHIN THE EASEMENT, BUT RATHER THAN TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS WITHOUT NEED FOR PROPERLY EXERCISING THE RIGHTS GRANTED IN THE EASEMENT, BUT NOTWITHSTANDING THE FOREGOING, NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAID EASEMENT MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE APPROVED USES OF THE EASEMENT BY THE GRANTEES. WHERE AN EASEMENT IS USED BY MORE THAN ONE UTILITY, THE OWNER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF LOMBARD. EASEMENT ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD AND OTHER GOVERNMENTAL SERVICES INCLUDE AMBULANCE OF THE LAND EASEMENT HEREIN, OVER THE ENTIRE EASEMENT AREA FOR REPAIRS, REMOVAL AND THE PERFORMANCE OF LAWFUL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE. EASEMENTS ARE ALSO ARE RESERVED FOR CABLE COMMUNICATIONS EQUIPMENT, ALONG WITH THE PUBLIC UTILITIES AUTHORIZED PURPOSES SET FORTH ABOVE, IN ACCORDANCE TO EXPRESSED AND REQUIRED CONDITIONS IN ANY FRANCHISE AGREEMENT BETWEEN THE GRANTORS AND THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS. IN THE EVENT THERE IS BETWEEN THE GRANT OF EASEMENT AND ANY SUCH FRANCHISE AGREEMENT, OR WHERE THE PROVISIONS OF ANY SUCH FRANCHISE AGREEMENT ARE NOT DETERMINED THAT THE LANGUAGE OF THE GRANT OF EASEMENT, THE LANGUAGE OF SAID FRANCHISE AGREEMENT SHALL BE CONTROLLING UPON EACH OF THE GRANTEES.

STATE OF ILLINOIS)
COUNTY OF Du PAGE) S.S.

APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

_____
DIRECTOR OF COMMUNITY DEVELOPMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS ____ DAY OF _____, A.D. 20____

_____ _____
OWNER OWNER

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT _____ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH _____ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____

_____
NOTARY PUBLIC

_____
COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

_____
PRESIDENT

_____
VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS ____ DAY OF _____, A.D. 20____

_____ _____
OWNER OWNER

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT _____ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH _____ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____

_____
NOTARY PUBLIC

_____
COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, AFORESAID, ON THE _____ DAY OF _____, A.D. 20____ AT ____ O'CLOCK ____M.

_____
DUPAGE COUNTY RECORDER OF DEEDS

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

WE, GENTILE AND ASSOCIATES, INC. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT CONFORMS TO THE MINIMUM STANDARD REQUIREMENTS FOR A BOUNDARY SURVEY.

_____ A.D. 20____

BY : _____

ILLINOIS PROFESSIONAL LAND SURVEYOR NO.
MY LICENSE EXPIRES NOVEMBER 30, 2008.

PLAT OF EASEMENT

BY

GENTILE AND ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LOT 1 IN OAKVIEW ESTATES RESUBDIVISION BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER R2008-038979 AND CERTIFICATE OF CORRECTION FILED APRIL 27, 2008 AS DOCUMENT R2008-077790, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING TOTAL AREA: 96,203.98 sq.ft. (2.21 acres)

P.I.N. 06-05-420-001
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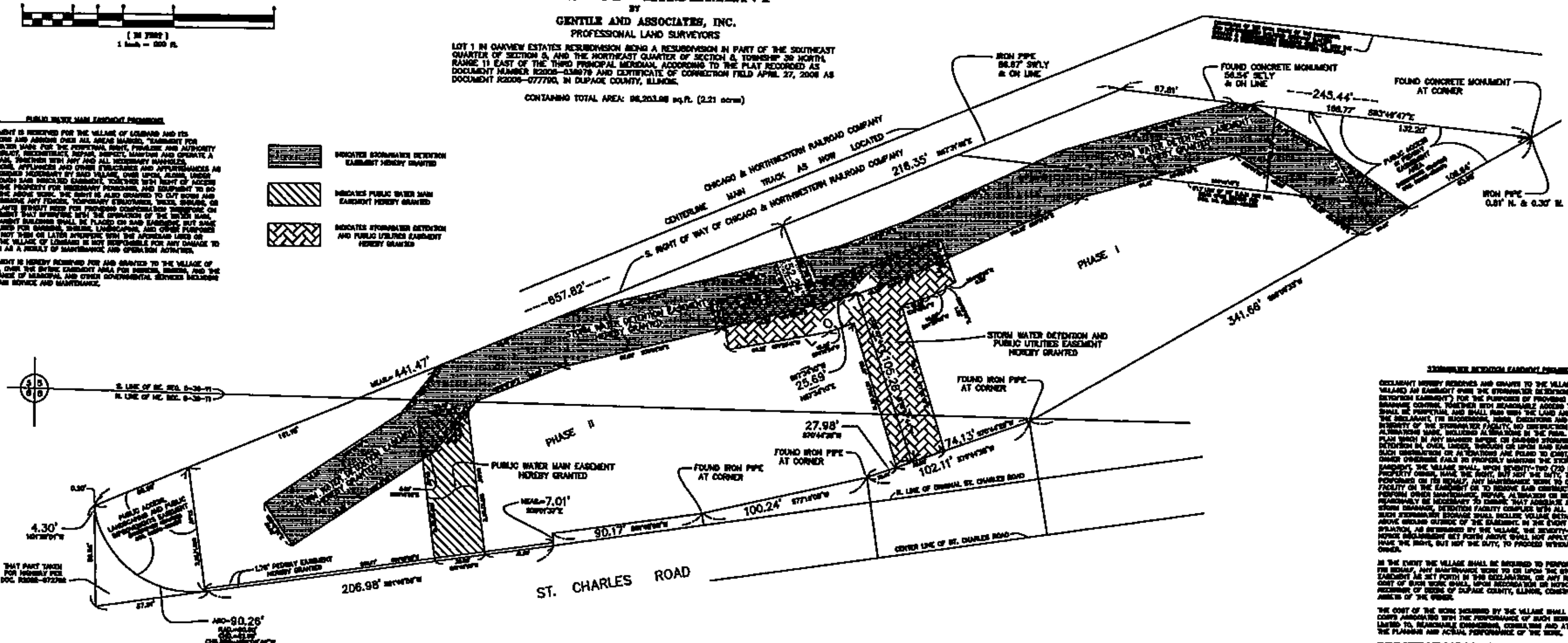
GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.



PUBLIC WATER MAIN EASEMENT PROVISIONS

AN EASEMENT IS RESERVED FOR THE VILLAGE OF LOMBARD AND ITS SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED "EASEMENT FOR PUBLIC WATER MAIN" FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE A WATER MAIN, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. [illegible]

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD, OVER THE ENTIRE EASEMENT AREA FOR [illegible] AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER MAIN SERVICE AND MAINTENANCE.

STORMWATER DETENTION EASEMENT PROVISIONS

[illegible]

EASEMENT PROVISIONS

EASEMENTS FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE ARE HEREBY RESERVED FOR AND GRANTED TO

Commonwealth Edison Company

and

Ameritech Telephone Company, Grantees,

[illegible]

PEDWAY EASEMENT PROVISIONS

A PEDWAY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, AND ITS SUCCESSORS AND ASSIGNS IN, ON, OVER, ACROSS, UNDER AND THROUGH THOSE AREAS DEPICTED ON THE PLAT AS "PEDWAY EASEMENTS" TO IMPROVE, INSTALL, CONSTRUCT, RENEW, CLEAR, RECONSTRUCT, REPLACE, REMOVE, REPAIR, ALTER, INSPECT, OPERATE, AND MAINTAIN PEDESTRIAN AND NON-MOTORIZED VEHICULAR CIRCULATION FACILITIES WITH ALL NECESSARY FACILITIES AND ACTIVITIES THERETO.

SAID EASEMENTS HEREIN GRANTED ARE PERPETUAL EASEMENTS AND SHALL RUN WITH THE LAND AND ALL COVENANTS, AGREEMENTS, TERMS, CONDITIONS, OBLIGATIONS, RIGHTS AND INTEREST HEREIN CONTAINED ARE PROVIDED FOR AND SHALL ENDURE INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, EXECUTORS, SUCCESSORS, GRANTEES, LESSEES, AND ASSIGNS.

UTILITY EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR THE VILLAGE OF LOMBARD AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISES FROM THE VILLAGE OF LOMBARD INCLUDING, BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, AMERITECH, NICOR GAS, MEDIACOM, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED "EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING OVERLAND DRAINAGE, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE AND/OR UTILITY COMPANIES, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS WITHOUT NEED FOR PROVIDING COMPENSATION THEREFORE ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED FOR BOTH SEWER AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF LOMBARD. EASEMENT ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LOMBARD AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE. EASEMENTS ALSO ARE RESERVED FOR CABLE COMMUNICATIONS COMPANIES ALONG WITH THE PUBLIC UTILITIES ALREADY REFERENCED. NOTHING SET FORTH ABOVE IS INTENDED TO SUPERSEDE ANY REQUIREMENTS CONTAINED IN ANY FRANCHISE AGREEMENT BETWEEN THE GRANTEES AND THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS. WHERE A CONFLICT EXISTS BETWEEN THE GRANT OF EASEMENT AND ANY SUCH FRANCHISE AGREEMENT, OR WHERE THE PROVISIONS OF ANY SUCH FRANCHISE AGREEMENT ARE MORE RESTRICTIVE THAT THE LANGUAGE OF THIS GRANT OF EASEMENT, THE LANGUAGE OF SAID FRANCHISE AGREEMENT SHALL BE CONTROLLING UPON EACH OF THE GRANTEES.

STATE OF ILLINOIS)
COUNTY OF Du PAGE) S.S.

APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF ______________ A.D. 20___

____
DIRECTOR OF COMMUNITY DEVELOPMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF ______________ A.D. 20___

____
PRESIDENT

____
VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT __________, ILLINOIS, THIS ___ DAY OF ______________, A.D. 20___

______________ OWNER

______________ OWNER

STATE OF ILLINOIS)
COUNTY OF __________) S.S.

I, ______________, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT ______________ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH ______________ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF ______________ A.D. 20___

____
NOTARY PUBLIC

____
COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT __________, ILLINOIS, THIS ___ DAY OF ______________, A.D. 20___

______________ OWNER

______________ OWNER

STATE OF ILLINOIS)
COUNTY OF __________) S.S.

I, ______________, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT ______________ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH ______________ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF ______________ A.D. 20___

____
NOTARY PUBLIC

____
COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

THIS INSTRUMENT NUMBER ______________ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DuPAGE COUNTY, ILLINOIS, AFORESAID, ON THE _____ DAY OF ______________ A.D. 20___ AT ____ O'CLOCK ___M.

____
DuPAGE COUNTY RECORDER OF DEEDS

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

WE, GENTILE AND ASSOCIATES, INC. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT CONFORMS TO THE MINIMUM STANDARD REQUIREMENTS FOR A BOUNDARY SURVEY.

______________________________ A.D. 20___

BY : ______________________________
ILLINOIS PROFESSIONAL LAND SURVEYOR NO.
MY LICENSE EXPIRES NOVEMBER 30, 2008.

NO.	DATE	DESCRIPTION	BY
2	3/25/08	MODIFIED WATER, STORM AND PUB. UTIL. EASE.	AT
1	10/26/07	CHANGED EASEMENT FROM 15' TO 30'	AT

GENTILE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE (630) 916-6262
FAX (630) 916-6264

ORDERED BY: HERI ARCHITECTS
DRAWN BY: AT
ORDER NO.: 03-18571-07EASEREV2

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002670

PLAT OF EASEMENT

BY

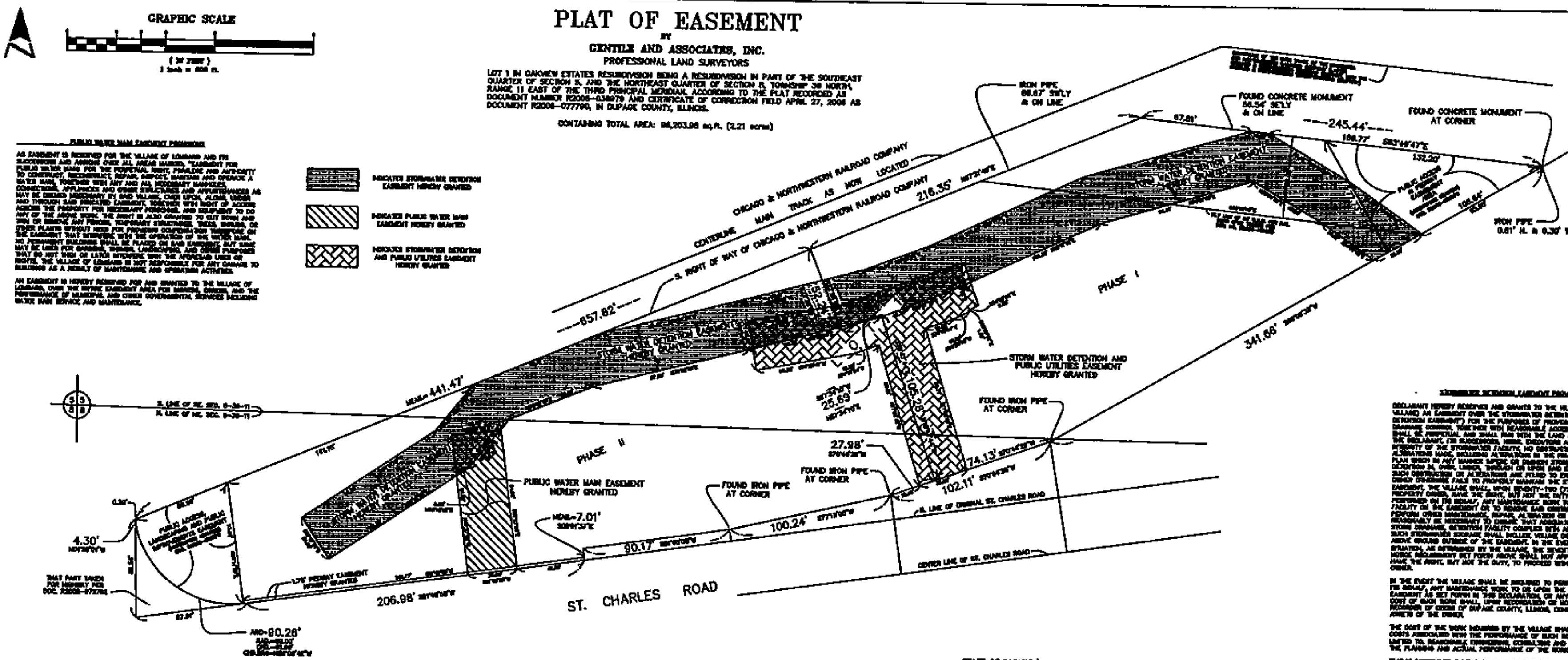
GENTILE AND ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LOT 1 IN OAKVIEW ESTATES RESUBDIVISION BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER R2006-038079 AND CERTIFICATE OF CORRECTION FILED APRIL 27, 2006 AS DOCUMENT R2006-077790, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING TOTAL AREA: 96,203.98 sq.ft. (2.21 acres)

P.I.N. 06-05-429-001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040



EASEMENT PROVISIONS

[illegible]

PUBLIC WATER MAIN EASEMENT PROVISIONS

[illegible]

PERMANENT EASEMENT PROVISIONS

[illegible]

UTILITY EASEMENT PROVISIONS

[illegible]

STORMWATER DETENTION EASEMENT PROVISIONS

[illegible]

STATE OF ILLINOIS)
COUNTY OF Du PAGE) S.S.

APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS ____ DAY OF ____________ A.D. 20___

DIRECTOR OF COMMUNITY DEVELOPMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS ____ DAY OF ____________ A.D. 20___

PRESIDENT

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT ____________, ILLINOIS, THIS ____ DAY OF ____________ A.D. 20___

OWNER

OWNER

STATE OF ILLINOIS)
COUNTY OF ____________) S.S.

I, ____________ A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT ____________ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH ____________ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF ____________ A.D. 20___

NOTARY PUBLIC

COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT ____________, ILLINOIS, THIS ____ DAY OF ____________ A.D. 20___

OWNER

OWNER

STATE OF ILLINOIS)
COUNTY OF ____________) S.S.

I, ____________ A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT ____________ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH ____________ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF ____________ A.D. 20___

NOTARY PUBLIC

COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

THIS INSTRUMENT NUMBER ____________ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DuPAGE COUNTY, ILLINOIS, AFORESAID, ON THE ____ DAY OF ____________, A.D. 20___ AT ____ O'CLOCK ___M.

DuPAGE COUNTY RECORDER OF DEEDS

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

WE, GENTILE AND ASSOCIATES, INC. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT CONFORMS TO THE MINIMUM STANDARD REQUIREMENTS FOR A BOUNDARY SURVEY.

____________ A.D. 20___

BY : ____________

ILLINOIS PROFESSIONAL LAND SURVEYOR NO.
MY LICENSE EXPIRES NOVEMBER 30, 2008.

NO.	DATE	DESCRIPTION	BY
2	3/24/08	MODIFIED WATER, STORM AND PUB. UTIL. EASE.	AT
1	10/26/07	CHANGED EASEMENT FROM 20' TO 30'	AT

GENTILE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
350 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE (630) 916-6262
FAX (630) 916-6264

ORDERED BY: NERI ARCHITECTS
DRAWN BY: AT
ORDER NO.: 03-18571-07EASEREV2

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184000870