

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ Waiver of First Requested

Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: September 27, 2006 (COW) (B of T) Date: October 5, 2006

TITLE: Yorktown Water Main
Easement Agreement with Carson Pirie Scott (C.R. Center, L.P.)

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DR*

BACKGROUND/POLICY IMPLICATIONS:

See Memo

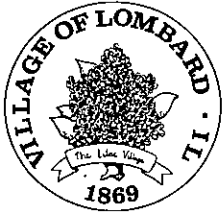
FISCAL IMPACT/FUNDING SOURCE:

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X *W. T. Lichter* _____ Date *9/27/06*

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.

InterOffice Memo



To: William T. Lichter, Village Manager
 Through: Wes Anderson, Director of Public Works
 From: David A. Dratnol, P.E., Village Engineer
 Date: September 27, 2006
 Subject: Yorktown Water Main Easement Agreement
 Carson Pirie Scott (C.R. Center, L.P.)

Wes Anderson
DA

Attached is an easement agreement between the Village of Lombard and Carson Pirie Scott one of the anchor stores of the Yorktown Mall.

Specific highlights of the attached agreement include:

Water Main Easement This grants the Village permanent and exclusive easements to construct, reconstruct, repair, inspect, maintain and operate a water main and a water distribution system.

Restoration of Easement Premises The Village shall repair and restore disturbed pavement and landscaping within the Easement Area to the pre-construction condition.

Construction Timing The Village will not schedule any maintenance work on the water main from November 21st to January 1st of any year. During that time only emergency work will be permitted.

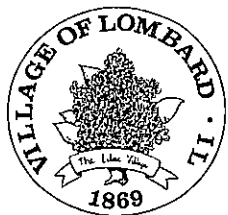
Indemnity, Insurance The Village agrees to indemnify and hold parties to the agreement harmless from and against any and all mechanics' liens, claims, damages, causes of action, injury and death of any person or for property damage resulting from the providing of material or services or repair of the improvements constructed pursuant to the terms of this Agreement.

The Public Works Department and the Village Attorney have reviewed the documents and recommend approval of the easement agreement and requests this item be placed on the Board of Trustees October 5, 2006 agenda. If the Village Board approves the easement, the documents will be sent to the DuPage County Records office to be officially recorded.

If approved please sign and return the mylars to Public Works – Engineering so it may be forwarded to the appropriate parties.

RESOLUTION

R _____ 07



**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement between the Village of Lombard, and C.R. CENTER, L.P. (Carson Pirie Scott) regarding the Yorktown Water Main project as attached hereto and marked Exhibit "A" and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this _____ day of _____, 2006.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2006.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

WATER MAIN EASEMENT

The Grantor, C.R. CENTER, L.P. ("GRANTOR"), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, herewith and hereby gives, grants and conveys unto the Grantee, THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, a municipal corporation ("GRANTEE"), without warranty of title, a perpetual non-exclusive easement ("Easement") to construct, reconstruct, repair and maintain a water main and related appurtenances (herein referred to as the "Water Main Improvements") upon, under and within that certain real estate described on Exhibit A attached hereto and made a part hereof ("Easement Area"). The exact location of the Easement Area is also shown on the plat attached hereto as Exhibit B and made a part hereof.

In consideration of the grant of the Easement hereinabove contained, the GRANTOR and GRANTEE hereby agree as follows:

1. The Water Main Improvements shall be constructed, reconstructed, repaired and maintained, and the Easement Area shall be repaired and maintained, by GRANTEE, in a manner reasonably acceptable to GRANTOR and, in any event, in accordance with all applicable laws, including, without limitation, procuring all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection therewith. Further, GRANTEE shall construct and maintain said Water Main Improvements in strict compliance with the plans and specifications prepared by Burns & McDonnell dated as of Jan. 17, 2006. All costs and expenses of constructing, reconstructing, repairing and maintaining the Water Main Improvements and the Easement Area as a result of the installation of the Water Main Improvements therein shall be borne exclusively by GRANTEE. Except in the case of an emergency repair, GRANTEE shall not perform any construction or maintenance on the Water Main Improvements from November 21st through January 1st of any calendar year(s) (emergency repair being defined as a repair that cannot reasonably wait until the expiration of the foregoing time period). GRANTEE and GRANTOR shall reasonably cooperate with respect to scheduling and staging the construction and maintenance of the Water Main Improvements so that GRANTEE'S activities do not interfere in any way with GRANTOR'S parking, loading docks or other business activities.
2. Upon installation of the Water Main Improvements, and without limiting any other provision contained herein, the GRANTEE, or its contractor, shall regrade and/or

repave and restripe all ground in and around the Easement Area, so that the surface of the Easement Area shall be restored to a condition as good as or better than the condition of safety and amenity that existed prior to any work performed by GRANTEE on the Easement Area, and shall remove from the Easement Area all surplus soil and other debris resulting from any such work. Upon completion of the work, GRANTEE shall evenly spread topsoil over that portion of the Easement Area upon which any work was performed and re-seed with grass over and along such construction area and/or repave and restripe any portion of the Easement Area which constituted parking.

3. GRANTEE shall not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against GRANTOR or the Easement Area or any interest therein, whether such lien or claim for lien results from or arises out of any act of omission of GRANTEE or its contractors or agents.
4. The GRANTOR agrees that it will not, without the prior consent of the GRANTEE, which consent shall not be unreasonably withheld or delayed, place any permanent building or structure over or within the Easement Area herein granted, in such a manner as to obstruct the operation of the Water Main Improvements, or restrict the use thereof by GRANTEE, or deny the GRANTEE reasonable access thereto for the purpose of the construction, reconstruction, repair and maintenance thereof.
5. To the maximum extent permitted under applicable law, GRANTEE shall protect, indemnify, defend (with counsel acceptable to GRANTOR) and hold harmless GRANTOR and its parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries suffered or incurred by any of the Indemnified Parties arising out of, resulting from, relating to or connected with: (i) this Water Main Easement and the rights granted to GRANTEE herein, (ii) any act or omission of GRANTEE, its contractors or agents, or (iii) any breach or violation of this Water Main Easement on the part of GRANTEE. This indemnity shall survive any termination of this Water Main Easement.
6. GRANTOR reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of the Easement Area, so long as there is no material adverse impact on GRANTEE'S rights in and use of the Easement Area pursuant to the terms of this Water Main Easement.

8. The Easement granted herein shall constitute a covenant which runs with the land and shall be binding upon the heirs, executors, administrators, and assigns of the GRANTOR and the terms and conditions herein set forth shall be binding upon the GRANTOR and the GRANTEE.
9. This Water Main Easement and the attached exhibits contain the entire agreement between GRANTOR and GRANTEE regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.
10. The terms and provisions of this Water Main Easement shall be governed by and construed in accordance with the laws of the State of Illinois, and any litigation between the parties hereto arising out of this Water Main Easement shall be brought in DuPage County, Illinois.
11. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Water Main Easement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Water Main Easement. In the event any provision of this Water Main Easement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Water Main Easement to its original intent and effect.
12. This Water Main Easement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

SIGNATURE PAGE FOLLOWS THIS PAGE.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Water Main Easement this 13th day of September, 2006.

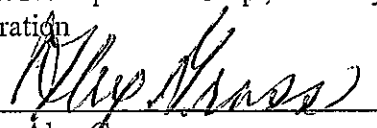
VILLAGE OF LOMBARD, ILLINOIS,
a municipal corporation

By: _____
Name: William J. Mueller
Title: Village President

Attest: _____
Name: Brigitte O'Brien
Title: Village Clerk

C.R. CENTER, L.P.,

By: T.G. Acquisition Corp., a Pennsylvania corporation

By: 
Name: Alex Grass
Title: President

~~Commonwealth of Pennsylvania~~
~~STATE OF ILLINOIS~~

) SS.
COUNTY OF Dauphin)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alex Grass personally known to me to be the Authorized Agent of C.R. CENTER, L.P., the GRANTOR, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as Authorized Agent of C.R. CENTER, L.P., as his free and voluntary act, and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of September, 2006

Harva Owings Baughman

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Harva Owings Baughman, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires July 12, 2008

Member, Pennsylvania Association of Notaries

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William J. Mueller and Brigitte O'Brien personally known to me to be the Village President and Village Clerk of THE VILLAGE OF LOMBARD, ILLINOIS, a municipal corporation, the GRANTEE, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Village President and Village Clerk they signed and delivered the said instrument on behalf of THE VILLAGE OF LOMBARD, ILLINOIS, a municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2006

Notary Public

Prepared By and Return To:
Matthew K. Impola, Esq.
Sidley Austin LLP
1 South Dearborn Street
Chicago, Illinois 60603

EXHIBIT A

Description of Real Property and Easement

(See attached.)

EXHIBIT A

DESCRIPTION OF REAL PROPERTY AND EASEMENT

EASEMENT 1:

An easement for public utilities over that portion of Lot 3 in Yorktown, being a subdivision of part of Section 29, Township 39 North, Range 11, East of the Third Principle Meridian, more particularly described as follows: commencing at the Southwest corner of said Lot 3; thence North 89 degrees 39 minutes 30 seconds East, along the South line of said Lot 3, 222.00 feet to the point of beginning; thence North 00 degrees 20 minutes 30 seconds West, 454.42 feet; thence South 89 degrees 39 minutes 30 seconds West, 189.62 feet to a point on the East line of an existing underground utilities easement; thence North 02 degrees 12 minutes 42 seconds West along the East line of said easement, 30.02 feet; thence North 89 degrees 39 minutes 30 seconds East, 190.60 feet; thence North 00 degrees 20 minutes 30 seconds West, 379.46 feet to a point of curve; thence Northeasterly along a curve to the right having a radius of 240.0 feet and whose chord bears North 04 degrees 34 minutes 18 seconds East for a chord distance of 41.11 feet to a point on the North line of said Lot 3 which is 218.53 feet East of the North West corner of said Lot 3; thence North 89 degrees 17 minutes 40 seconds East along the North line of said Lot 3, 528.17 feet; thence South 60 degrees 00 minutes 00 seconds East, 394.39 feet; thence North 30 degrees 00 minutes 00 seconds East, 31.83 feet to a point on the Northeasterly line of said Lot 3; thence South 60 degrees 00 minutes 00 seconds along said Northeasterly line of Lot 3, 30.00 feet to the Westerly line of an existing 30 foot underground utilities easement per document R68-45002; thence South 30 degrees 00 minutes 00 seconds West along said existing underground easement, 61.83 feet to Northeasterly line of said existing underground utilities easement; thence North 60 degrees 00 minutes 00 seconds West along said Northeasterly line of said underground utilities easement, 328.01 feet to the Westerly line of said underground utilities easement; thence South 30 degrees 00 minutes 00 seconds along said Westerly line of underground utilities easement, 170.00 feet; thence North 60 degrees 00 minutes 00 seconds West, 30.00 feet; thence North 30 degrees 00 minutes 00 seconds East, 170.00 feet; thence North 60 degrees 00 minutes 00 seconds West, 58.14 feet to a line 30.00 feet South and parallel with the North line of said Lot 3; thence South 89 degrees 17 minutes 40 seconds West along said parallel line, 493.65 feet to a point on a curve; thence Southwesterly along a curve to the left having a radius of 210.0 feet and whose chord bears South 01 degrees 10 minutes 39 seconds West a chord distance of 11.13 feet to a point of tangency (also known as a point on the East line of existing 40 foot ingress and egress easement per doc. R68-45002); thence South 00 degrees 20 minutes 30 seconds East along said ingress and egress easement, 433.88 feet; thence North 89 degrees 39 minutes 30 seconds East, 15.00 feet; thence South 00 degrees 20 minutes 30 seconds East, 20.00 feet; thence South 89 degrees 39 minutes 30 seconds West, 15.00 feet; thence South 00 degrees 20 minutes 30 seconds East; 353.00 feet; thence North 89 degrees 39 minutes 30 seconds East, 15.00 feet; thence South 00 degrees 20 minutes 30 seconds East, 20.00 feet; thence South 89 degrees 39 minutes 30 seconds West, 15.00 feet; thence South 00 degrees 20 minutes 30 seconds East, 37.00 feet to a point on the South line of said Lot 3; thence South 89 degrees 39 minutes 30 seconds West along South line of said Lot 3, 30.0 feet to the point of beginning, in DuPage County, Illinois.

Containing: 67,006.96 sq. ft. (1.54 acres)

EASEMENT 2

An easement for public utilities over that portion of Lot 3 in Yorktown, being a subdivision of part of Section 29, Township 39 North, range 11, East of the Third Principle Meridian, more particularly described as follows: Commencing at the Northeast corner of said Lot 3; thence South 30 degrees 00 minutes 00 seconds West, along the Southeasterly line of said Lot 3, 91.83 feet; to a point of beginning (also being the South line of existing 30 foot easement for underground utilities per doc. R68-45002); thence South 30 degrees 00 minutes 00 seconds West, 40.00 feet; thence North 60 degrees 00 minutes 00 seconds West, 30.00 feet; thence North 30 degrees 00 minutes 00 seconds East to South line of said existing easement, 40.00 feet; thence South 60 degrees 00 minutes 00 seconds East along South line of said existing easement 30.00 feet to the point of beginning, in DuPage County, Illinois.
Containing: 1200.00 sq.ft. (0.03 acres)

EXHIBIT B

Plat of Easement Area

(See attached.)

PLAT OF EASEMENT

P.L.N.: 06-29-07-006

BY GENTILE AND ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS



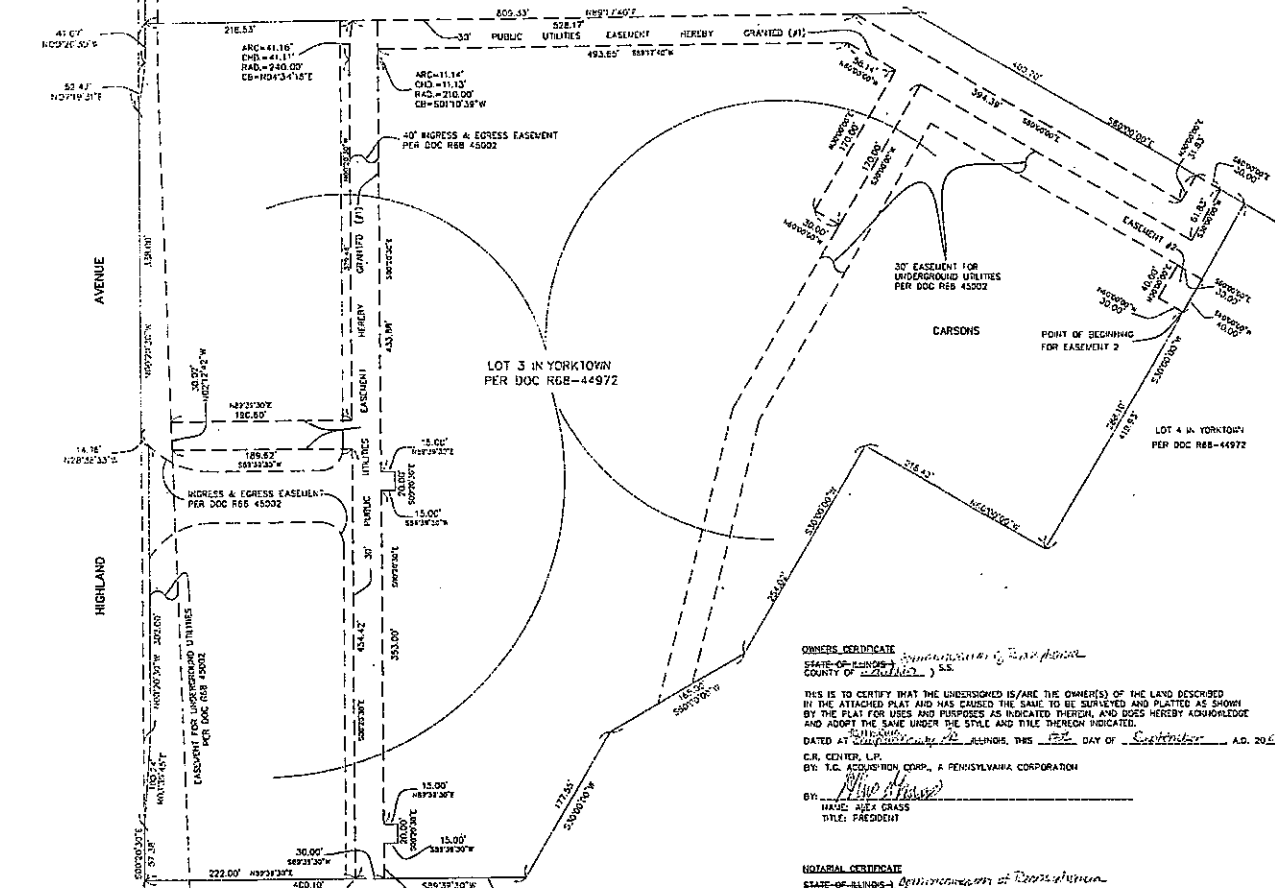
GRAPHIC SCALE



LEGAL DESCRIPTION

EASEMENT 1: FOR PUBLIC UTILITIES OVER THAT PORTION OF LOT 3 IN YORKTOWN, BEING A SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE NORTH 89 DEGREES 39 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 3, 222.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 30 MINUTES 30 SECONDS WEST, 454.42 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 30 SECONDS WEST, 185.55 FEET TO A POINT ON THE EAST LINE OF AN EXISTING UNDERGROUND UTILITIES EASEMENT; THENCE NORTH 00 DEGREES 30 MINUTES 30 SECONDS WEST, 41 SECONDS WEST ALONG THE EAST LINE OF SAID EASEMENT, 30.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 30 SECONDS EAST, 192.60 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 30 SECONDS WEST, 379.48 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET AND AN ARC CHORD BEARS NORTH 00 DEGREES 34 MINUTES 18 SECONDS EAST FOR A CHORD DISTANCE OF 411.11 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3 WHICH IS 218.53 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 3; THENCE NORTH 89 DEGREES 39 MINUTES 30 SECONDS EAST, 433.88 FEET ALONG THE NORTH LINE OF SAID LOT 3, 528.17 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 30 SECONDS EAST, 394.39 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, 31.83 FEET TO A POINT ON THE NORTHEASTERN LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET TO THE WESTERLY LINE OF AN EXISTING 30 FOOT UNDERGROUND UTILITIES EASEMENT PER DOCUMENT #65-4502; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EXISTING UNDERGROUND EASEMENT, 68.83 FEET TO THE NORTHEASTERN LINE OF SAID EXISTING UNDERGROUND UTILITIES EASEMENT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTHEASTERN LINE OF SAID UNDERGROUND UTILITIES EASEMENT, 378.00 FEET TO THE WESTERLY LINE OF SAID UNDERGROUND UTILITIES EASEMENT; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, 330.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 170.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET TO THE WESTERLY LINE OF AN EXISTING 30 FOOT UNDERGROUND UTILITIES EASEMENT PER DOCUMENT #65-4502; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EXISTING UNDERGROUND UTILITIES EASEMENT, 68.83 FEET TO THE NORTHEASTERN LINE OF SAID EXISTING UNDERGROUND UTILITIES EASEMENT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTHEASTERN LINE OF SAID UNDERGROUND UTILITIES EASEMENT, 378.00 FEET TO THE WESTERLY LINE OF SAID UNDERGROUND UTILITIES EASEMENT; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, 330.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 170.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET TO THE WESTERLY LINE OF AN EXISTING 30 FOOT UNDERGROUND UTILITIES EASEMENT PER DOCUMENT #65-4502; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EXISTING UNDERGROUND UTILITIES EASEMENT, 68.83 FEET TO THE NORTHEASTERN LINE OF SAID EXISTING UNDERGROUND UTILITIES EASEMENT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTHEASTERN LINE OF SAID UNDERGROUND UTILITIES EASEMENT, 378.00 FEET TO THE WESTERLY LINE OF SAID UNDERGROUND UTILITIES EASEMENT; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, 330.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 170.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET TO THE WESTERLY LINE OF AN EXISTING 30 FOOT UNDERGROUND UTILITIES EASEMENT PER DOCUMENT #65-4502; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EXISTING UNDERGROUND UTILITIES EASEMENT, 68.83 FEET TO THE NORTHEASTERN LINE OF SAID EXISTING UNDERGROUND UTILITIES EASEMENT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTHEASTERN LINE OF SAID UNDERGROUND UTILITIES EASEMENT, 378.00 FEET TO THE WESTERLY LINE OF SAID UNDERGROUND UTILITIES EASEMENT; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, 330.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 170.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS. CONTAINING: 67,006.96 sq. ft. (1.54 acres)

EASEMENT 2: FOR PUBLIC UTILITIES OVER THAT PORTION OF LOT 3 IN YORKTOWN, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET TO THE WESTERLY LINE OF SAID LOT 3, 91.83 FEET TO A POINT OF BEGINNING (ALSO BEING THE SOUTH LINE OF EXISTING 30 FOOT EASEMENT FOR UNDERGROUND UTILITIES PER DOC. #65-4502); THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 40.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS. CONTAINING: 1,200.00 sq. ft. (0.03 acres)



OWNERS CERTIFICATE: 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 ADMIT THE SAME UNDER THE TITLE AND TITLE THEREON INDICATED. DATED AT YORKTOWN, ILLINOIS, THIS 13th DAY OF September, A.D. 2006. C.R. CENTER, LP, BY: T.C. ACQUISITION CORP., A PENNSYLVANIA CORPORATION. NAME: ALAN CRASS, TITLE: PRESIDENT.

NOTARIAL CERTIFICATE: STATE OF ILLINOIS - Department of State, COUNTY OF DUPAGE, S.S. I, Hansel George Baumgarten, a Notary Public in and for said County do hereby certify that [Name] is/are the owner(s) of the land described in the foregoing certificate as such [Name] appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument in his/her/their own free and voluntary act for the uses and purposes therein set forth. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 13th DAY OF September, A.D. 2006. Hansel George Baumgarten, Notary Public, My Comm. Expires 08/11/2009.

CLERK AND RECORDER CERTIFICATE: STATE OF ILLINOIS, COUNTY OF DUPAGE. THIS INSTRUMENT NUMBER [Number] WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, AFORESAID, ON THE [Date] DAY OF [Month], A.D. 20 [Year] AT [Time] O'CLOCK.

DEPARTMENT OF COMMUNITY DEVELOPMENT: STATE OF ILLINOIS, COUNTY OF DU PAGE. APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF LOUARD, ILLINOIS, THIS [Date] DAY OF [Month], A.D. 20 [Year]. DIRECTOR OF COMMUNITY DEVELOPMENT.

SURVEYOR'S CERTIFICATE: STATE OF ILLINOIS, COUNTY OF DU PAGE. I, [Name], AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE PREPARED THE PLAT FROM AVAILABLE RECORDS FOR THE PURPOSE OF INDICATING EASEMENTS OF THE ABOVE RECORDED PROPERTY IN THE VILLAGE OF LOUARD, ILLINOIS. I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION THEREOF. DATED AT LOUARD THIS 22ND DAY OF AUGUST, A.D. 2006. BY: [Name], ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER [Number], MY LICENSE EXPIRES NOVEMBER 30, 2009.

NOTE: BASIS OF BEARINGS: YORKTOWN SUBDIVISION PER DOCUMENT NUMBER RB8-44972

UTILITY EASEMENT PROVISIONS: EASEMENTS ARE RESERVED FOR THE VILLAGE OF LOUARD AND ITS SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED "PUBLIC UTILITIES EASEMENT" ON THE PLAT FOR THE PROPERAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT MAINTAIN, AND OPERATE WATERMAINS AND A WATER DISTRIBUTION SYSTEM, AND SANITARY SEWERS, AND A SANITARY SEWER DISTRIBUTION SYSTEM TOGETHER WITH ANY AND ALL NECESSARY 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 ADJOINING PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND REMOVE ANY TREES, TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS WITHOUT NEED FOR PROVIDING COMPENSATION THEREON ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE WATERMAINS OR SANITARY SEWERS, NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR CROPPING, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

Table with 2 columns: No., Description. Rows include items like '1. 1/2\"/>

GENTILE & ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS 550 S. ST. CHARLES PLACE LOUARD, ILLINOIS 60148 PHONE (815) 498-2242 FAX (815) 498-8224 PREPARED FOR: ALAN & VC CRASS BY: GENTILE & ASSOCIATES (DUPAGE) NO. 03-10433-ESMT-LOT 3-ALY 21

