

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into on this _____ day of _____, 2023 by and among the County of DuPage (“County”), the Village of Bloomingdale (“Village”) and Wilshire Tower SPE LLC (“Wilshire Tower”) which are sometimes collectively referred to herein as the “Parties” or individually as the “Party.”

WHEREAS, in 2004 the County filed an eminent domain case, 2004 ED 4 (“case”) wherein the parties to that case (the County and Wilshire Tower) entered into an Agreement Concerning Land for a Permanent Easement, document R2005-078970 recorded April 18, 2005 (the “Permanent Easement Agreement” attached hereto and incorporated herein as Exhibit A) defining the terms related to the non-exclusive permanent easement Wilshire Tower granted to the County for purposes of constructing and operating an online stormwater and compensatory floodplain storage system, and the terms upon which Wilshire Tower would continue to maintain the “Permanent Easement Area” upon completion of both construction and landscaping, the legal description and depiction of which is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, maintenance of the Permanent Easement Area was turned over to Wilshire Tower on August 14, 2013, after all plantings within the Permanent Easement Area were established as required by the Permanent Easement Agreement and the case; and

WHEREAS, subsequent to construction of the online stormwater and compensatory floodplain storage facility, the controlled release and overland flow weir was impacted by overland flow stormwaters; and

WHEREAS, in 2022, the Village of Bloomingdale sent a letter to Wilshire Tower noting the on-line storage system was not functioning correctly and requested the property owners take actions to correct the problems as set forth in Exhibit C; and

WHEREAS, after receipt of the Village letter, Wilshire Tower engaged both the County and the Village to discuss the Village’s noted drainage concerns to determine responsibility for corrective actions to restore the stormwater function of the on-line storage system; and

WHEREAS, discussions between the Parties concluded that the overflow weir and restrictor at the north end of the property were in need of improvement; and

WHEREAS, by letter dated April 12, 2023, Wilshire Tower made a request from the County for attorney’s fees and consulting fees related to the investigation of the Village’s noted drainage concerns; and

WHEREAS, the County and Wilshire Tower have denied any and all liability whatsoever; however, notwithstanding their denials, and in order to avoid the inconvenience, expense and risk of litigation, the Parties have agreed to settle and resolve any and all potential claims related to the maintenance of the Permanent Easement Area

and/or the design, modeling or construction of anything built on the Permanent Easement Area ("Claims"), with all Parties paying their own attorney's fees. Additionally, going forward, all Parties will pay the cost of their own attorney's fees for any matter related to this Agreement or related to the Permanent Easement Area.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated into this Agreement, and the promises and covenants made herein, the Parties hereby agree as follows:

1. **Work.** The County will contract, at its sole expense, for engineering services to design improvements and modifications to the overflow weir and restrictor at the north end of the Permanent Easement Area. The redesign, improvements and modifications will not substantially alter the grades, dimensions, volume of storage benefiting the County or Wilshire Tower, or the volume or conveyance rate within the on-line system. All Parties will have an opportunity to review and comment on the design prior to construction by the County. Once the design has been reviewed and collectively approved by all Parties as sufficient to provide a weir and overland flow infrastructure capable of conveying storms in excess of the storage capacity of the online storage system, both the County and Wilshire Tower agree to sign the "Amendment to Agreement Concerning Land for a Permanent Easement" (modifying recorded document R2005-078970) attached hereto and incorporated herein as **Exhibit D.** Such approval will not be unreasonably withheld by any of the Parties. The updated design, upon mutual approval, will be incorporated into said Amendment. The County will repair, improve, and/or modify the overflow weir and restrictor in accordance with the updated design (the "Work") to assure that it is and remains structurally sufficient to convey the upstream volume of water when storms exceed the capacity of the on-line storage system.

2. **Maintenance.** The County will assume all maintenance responsibilities of the stormwater management improvements within the Permanent Easement Area, including the planted areas, at its sole expense.

3. **Permanent Access Easement.** Wilshire Tower shall grant, at no cost, to the County a Permanent Construction and Access Easement (a copy of which is attached hereto and incorporated herein as **Exhibit E**) which the County will use to complete the Work and for the future maintenance or improvement of the Permanent Easement Area.

4. **Mutual Release Between County, Village and Wilshire Tower.** For and in consideration of the work and maintenance promised herein, acknowledged by the Parties as good, adequate, and fair consideration, all Parties mutually release each other, including the boards, officers, directors, assigns, agents, insurers, successors, and predecessors of each, from any and all liability, claims, counterclaims, third-party claims, causes of action, damages or losses, known or unknown, asserted or unasserted, relating to the Claims, including all attorney's fees.

5. **Denial of Liability.** Nothing in this Agreement or otherwise shall be deemed an admission of liability by any Party. Moreover, all Parties have denied any and all wrongdoing or committing any wrongful acts or omissions in connection with the matters that are the subject of the Claims. This Agreement is made solely for the purposes

of resolving issues and disputes that might exist between the Parties and to eliminate the costs of litigation.

6. **Severability.** Except as otherwise stated above, if any term or provision herein is deemed to be unenforceable or void for any reason, all other terms and provisions of this Agreement shall remain valid and enforceable according to the terms.

7. **Execution.** This Agreement may be executed in counterparts and, once executed, the counterparts together shall constitute a single entire Agreement. A pdf signature shall have the same effect as an original.

8. **Applicable Law.** This Agreement shall be interpreted in accordance with the laws of the State of Illinois.

9. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the maintenance of the Permanent Easement Area and the subject matter herein and cannot be modified or amended except in writing signed by each of the Parties hereto. This Agreement supersedes any terms and agreements (recorded or unrecorded) related to the maintenance of the Permanent Easement Area. In the event that any terms or conditions within this Agreement conflict with the terms and conditions in the Permanent Easement Agreement, the terms of this Agreement control.

10. **Representations.** The Parties represent and warrant to each other that:

a. This Agreement is a product of negotiation between and among the Parties, including their respective counsel, and, as such, no provision in the Agreement shall be construed against or in favor of any Party on the ground that a particular Party may have originally drafted that provision.

b. This Agreement supersedes and replaces all prior representations, statements, and agreements between the Parties, oral or written. The Parties are not relying on any representations or promises not set forth herein as an inducement to enter into this Agreement.

c. The Parties represent that they: (1) have all necessary approvals to enter into this Agreement without the consent of any other person or entity; (2) have not assigned or transferred the claims being released; and (3) that the persons executing on their behalf have the authority to do so and bind that party.

11. The Parties hereto have read, understand and agree to the terms of this Agreement which is executed as of the date below.

County of DuPage

By: _____

Its: _____

Village of Bloomingdale

By: _____

Its: _____

Wilshire Tower SPE LLC

By: _____

Its: _____

EXHIBIT A

DuPage County
Route: Army Trail Road
Section: 97-00286-01-WR
County: DuPage
PIN: 02-23-300-019; 02-23-300-021
Parcel: 100PE
Owner: LaSalle Bank National Association, Trust No. 126808



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
APR. 18, 2005 2:59 PM
OTHER 02-23-300-019
020 PAGES R2005-078970

CNA: 201 REGENLY DR., BLOOMINGDALE, IL

**AGREEMENT CONCERNING LAND FOR A
PERMANENT EASEMENT**

This Permanent Easement (hereinafter "Easement") is hereby entered into by and between, Grantor, **LASALLE BANK NATIONAL ASSOCIATION**, as Trustee under the provisions of a certain Trust Agreement dated September 29, 2000 and known as Trust No. 126808 and the **COUNTY OF DU PAGE**, an Illinois body corporate and politic, ("County") in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The Grantor and County are hereafter sometime individually referred as a "Party" and collectively referred to as the "Parties".

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WHEREAS, Grantor is the owner in fee simple of certain real property described and depicted in **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the County seeks to acquire, by condemnation, an Easement over the real estate described and depicted in **Exhibit B** attached hereto for the purposes of making certain stormwater improvements, including: storm sewers; pipe culverts and appurtenances; grading; tree and brush removal; placement of topsoil, seeding, trees and shrubs; for the purposes of providing stormwater detention, compensatory stormwater storage, riparian environment, and/or wetlands, in conjunction with its roadway improvement known as CH 11/Army Trail Road (Regency to Swift), Sec. 97-00286-01-WR; and

WHEREAS, Grantor and the County have reached an agreement as to the terms and conditions of the Easement to be granted and all Parties agree to be bound thereby as specified below.

1. Grantor hereby grants a permanent non-exclusive right, easement, privilege, right to enter and re-enter upon the property described and depicted in Exhibit B attached hereto and incorporated herein, unto the County of DuPage, for the use of DuPage County, its employees, agents, contractors and engineers, for the installation, reinstatement, maintenance, repair, construction and reconstruction, relocation and/or improvement of certain stormwater improvements, including: storm sewers; pipe culverts and appurtenances; grading; tree and brush removal; placement of topsoil, seeding, trees and shrubs; for the purpose of providing stormwater detention, compensatory stormwater storage, riparian environment, and/or wetlands. All such work and construction shall be performed in strict accordance with the construction plans dated April 30, 2004 prepared by Civiltech, true and accurate copies of which have been delivered to Grantor (**Exhibit C** to this Easement).

County of DuPage/Town Management
Permanent Easement

1



3/22/05

2. The County shall be prohibited from using the area subject to this Easement for storage of materials or equipment, or any other use or purpose not expressly set forth herein.

3. The County agrees that the Permanent and Non-Exclusive Easement to Parcel 100 PE shall be used by the County for the limited purpose of constructing stormwater management facilities, and that said facilities:

- i) Shall be constructed consistent with the engineering specifications set forth in Exhibit C to this Easement; and
- ii) Shall provide, in addition to stormwater management needs for Army Trail Road improvements, an additional volume of stormwater storage to the benefit of the remainder parcel to accommodate an additional 1.7 acres of impermeable surface to be added to the remainder parcel; and
- iii) Shall be engineered, modeled, and submitted to the Village of Bloomingdale stormwater administrator for written confirmation that the remainder parcel shall have the approved engineering authorization to expand pool parking, and recreational facilities of up to 1.7 acres of additional impermeable surface without further modification of stormwater infrastructure; and
- iv) That the County shall pay Grantor an additional \$40,000.00 in exchange for Grantor (or their Successors and Assigns) accepting permanent maintenance responsibility for the entire stormwater management improvement, including both the storage serving the remainder parcel, and the storage serving Army Trail Road.
- v) It shall be the Grantee's obligation to assure that all plantings referenced in Exhibit G to the Stipulated Quick-Take Agreement (Landscape Plan) have been planted, and successfully established before Grantor assumes maintenance responsibility as referenced in paragraph (iv) above.

4. The County further acknowledges and agrees that Grantor maintains a principal entryway off of Army Trail Road which serves the overall property owned by Grantor located at 201 Regency Drive, Bloomingdale, Illinois and improved with the Wilshire Towers apartment development. The Parties agree that Grantor reserves, and shall be allowed to retain, the right to maintain this principal ingress/egress, and any construction or other work performed by the County, as part of any phase of this Project, its agents or contractors, shall not eliminate Grantor's curb cut from Army Trail Road.

5. The Parties further acknowledge and agree that notwithstanding the rights granted under this Easement, while this Easement is in effect, Grantor's beneficiary(ies) and its beneficiary(ies)' employees, agents, patrons, tenants and invitees, shall have full access to the overall property, commonly known as 201 Regency Drive, Bloomingdale, Illinois, owned by Grantor and which the Parties acknowledge includes an apartment development known as

Wilshire Towers. In this regard, no rights granted under this Easement shall allow the County to close, shutdown or prohibit Grantor's beneficiary(ies) or its beneficiary(ies)' employees, agents, patrons, tenants and invitees, ingress or egress to said property.

6. The County, to the extent allowed by law, hereby agrees to indemnify, defend and hold Grantor, its beneficiary, as well as any and all of the beneficiary(ies) of Grantor's employees, agents, patrons, tenants and invitees, harmless from and against any and all claims and liability which may be asserted against the Grantor due to any work, operations or any other activity performed under this Easement by the County, its employees, agents contractors and engineers. The Grantor agrees to give prompt notice to the County of any such claim which may be made against Grantor, and the County will cause such claim to be defended provided, however, that Grantor shall provide reasonable cooperation with the County and its counsel in connection with such defense, at no cost to Grantor.

7. Upon completion of the improvements set forth herein, the County shall, at its sole expense, fully restore all disturbed areas as best as possible to their natural condition existing as of the date of execution of this Easement, unless modified by the Plan listed in paragraph 1 herein.

8. All work to be performed by the County under this Easement shall be done in a good and workmanlike manner, at the sole expense of the County, in strict conformity with the construction plans and specifications dated April 30, 2004 prepared by Civiltech (Exhibit C to this Easement)..

9. During the term of the Easement and until the completion of all work contemplated hereunder, the County shall be required to post reasonable signage directing and providing for the safe and orderly ingress and egress of Grantor's beneficiary(ies) and its beneficiary(ies)' employees, agents, patrons, tenants, and invitees to Grantor's overall property located at 201 Regency Drive, Bloomingdale, Illinois, and the Wilshire Tower apartments located thereon.

10. Any modification of this Easement or additional obligations assumed by any parties subject to or affected by this Easement, shall be binding only if evidenced in writing and signed by the parties subject to said modification.

11. It is expressly agreed that this Easement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois.

12. In the event of any controversy, claim or dispute relating to this Easement or to this instrument or its breach, the prevailing parties shall be entitled to recover its reasonable expenses, inclusive of attorney's fees and costs.

COUNTY OF DU PAGE, an Illinois body
incorporated under the laws of Illinois

Signature on File

BY: _____

ITS: Attorney _____

4-1-05
Date

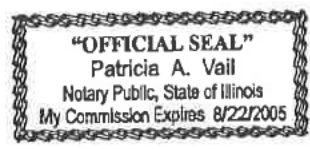
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert E. Douglas personally known to me to be the Assistant State Attorney of the County of DuPage and Attorney, 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 severally acknowledged that as such _____ and _____, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority give by the Board of DuPage County of said 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 official seal this 1st day of April, 2004.5

Signature on File

NOTARY PUBLIC



LAND TRUST EXCULPATORY RIDER

This instrument is executed by the Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee under provisions of that certain Trust referenced by the trust agreement date and trust number in said instrument. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument. Trustee has executed this document only for the purposes of binding title of the property contained in said Trust to the terms of this instrument and enforcement of any default provisions contained herein against the Trustee or Trust shall be limited to the property held in said Trust. Trustee does not warrant, indemnify or defend title nor is it responsible for any environmental damage.

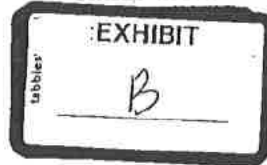
Trustee is not entitled to receive any avails, earnings or proceeds, that right being reserved specifically in the trust agreement to the beneficiary(ies) thereof. Therefore any reference herein regarding compensation or rights to proceeds while stated to be those of the Trustee as Grantor should be construed to be those of the beneficiary(ies) of said Trust.

Trustee does not manage or control said property and any reference to any issues pertaining to management or control, including but not limited to access to the premises, maintenance of the property or notices to be provided by the Trustee as Grantor shall be construed to be the responsibility of the beneficiary(ies) of said Trust.

THAT PART OF LOTS 1 AND 2 (TAKEN AS A SINGLE TRACT) WHICH LIES NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF ARMY TRAIL ROAD AS DEDICATED BY DOCUMENT 420985, IN MARQUARDT'S ASSESSMENT PLAT OF PART OF SECTIONS 23 AND 26, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 704124, EXCEPT THEREFROM THE EASTERLY 647.22 FEET OF THE WESTERLY 677.58 FEET (BOTH AS MEASURED ON THE NORTHERLY AND SOUTHERLY LINES THEREOF) OF THE SOUTHERLY 175.00 FEET (AS MEASURED ON THE EAST AND WEST LINES THEREOF), IN DU PAGE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 02-23-300-019; 02-23-300-021





PIN Number: 02-23-300-021

Parcel Number: 100PE.

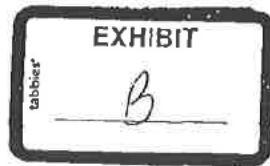
Owners Name: American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dated November 1, 1974 and known as Trust Number 77944

THAT PART OF LOTS 1 AND 2 (TAKEN AS A SINGLE TRACT) WHICH LIES NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF ARMY TRAIL ROAD AS DEDICATED BY DOCUMENT 372923, IN MARQUARDT'S ASSESSMENT PLAT OF PART OF SECTIONS 23 AND 26, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 704124, EXCEPT THEREFROM THE EASTERLY 647.22 FEET OF THE WESTERLY 677.58 FEET (BOTH AS MEASURED ON THE NORTHERLY AND SOUTHERLY LINES THEREOF) OF THE SOUTHERLY 175.00 FEET (AS MEASURED ON THE EAST AND WEST LINES THEREOF), DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 03 DEGREES 28 MINUTES 06 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 5.62 FEET FOR A POINT OF BEGINNING; THENCE NORTH 82 DEGREES 08 MINUTES 17 SECONDS WEST, DISTANCE OF 79.47 FEET; THENCE NORTH 81 DEGREES 36 MINUTES 16 SECONDS WEST, A DISTANCE OF 112.21 FEET; THENCE NORTH 81 DEGREES 19 MINUTES 12 SECONDS WEST, A DISTANCE OF 215.88 FEET; THENCE SOUTH 79 DEGREES 59 MINUTES 25 SECONDS WEST, A DISTANCE OF 11.86 FEET TO A POINT INTERSECTING THE WESTERLY LINE OF THE EASTERLY 647.22 FEET OF SAID LOT 2 WITH THE SOUTHERLY LINE OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 41 SECONDS EAST, ALONG SAID WESTERLY LINE OF LOT 2, A DISTANCE OF 9.31 FEET; THENCE SOUTH 81 DEGREES 23 MINUTES 34 SECONDS EAST, A DISTANCE OF 12.47 FEET; THENCE NORTH 85 DEGREES 55 MINUTES 59 SECONDS EAST, A DISTANCE OF 121.25 FEET; THENCE NORTH 08 DEGREES 46 MINUTES 30 SECONDS EAST, DISTANCE OF 10.80 FEET; THENCE SOUTH 81 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 63.39 FEET; THENCE NORTH 44 DEGREES 05 MINUTES 34 SECONDS EAST, A DISTANCE OF 98.09 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 113.00 FEET, AN ARC DISTANCE OF 89.57, SUBTENDING A CHORD BEARING NORTH 21 DEGREES 23 MINUTES 04 SECONDS EAST; THENCE NORTH 01 DEGREE 19 MINUTES 26 SECONDS WEST, A DISTANCE OF 437.13 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5.00 FEET, AN ARC DISTANCE OF 7.73, SUBTENDING A CHORD BEARING NORTH 42

DEGREES 57 MINUTES 55 SECONDS EAST; THENCE NORTH 87 DEGREES 15 MINUTES 16 SECONDS EAST, A DISTANCE OF 15.41 FEET; THENCE NORTH 09 DEGREES 28 MINUTES 17 SECONDS WEST, A DISTANCE OF 49.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 34.50 FEET, AN ARC DISTANCE OF 21.87 FEET, SUBTENDING A CHORD BEARING NORTH 27 DEGREES 37 MINUTES 50 SECONDS WEST; THENCE NORTH 45 DEGREES 47 MINUTES 22 SECONDS WEST, A DISTANCE OF 152.78 FEET; THENCE NORTH 01 DEGREE 16 MINUTES 06 SECONDS WEST, A DISTANCE OF 182.00 FEET TO NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 88 DEGREES 43 MINUTES 54 SECONDS EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 176.41 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE SOUTH 03 DEGREES 28 MINUTES 06 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 1031.61 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 133,827 SQUARE FEET OR 3.072 ACRES MORE OR LESS

G:\356\014\phasel\legals\Ph1\100perev.doc



DATE: 11/11/11
 DRAWN BY: J. BUCHOLZ
 CHECKED BY: J. BUCHOLZ
 SCALE: 1" = 100'

SUMMARY OF QUANTITIES

NO.	DESCRIPTION	UNIT	AMOUNT
1.1	1" CONC. CURB	LINEAL FT.	100
1.2	2" CONC. CURB	LINEAL FT.	100
1.3	3" CONC. CURB	LINEAL FT.	100
1.4	4" CONC. CURB	LINEAL FT.	100
1.5	5" CONC. CURB	LINEAL FT.	100
1.6	6" CONC. CURB	LINEAL FT.	100
1.7	7" CONC. CURB	LINEAL FT.	100
1.8	8" CONC. CURB	LINEAL FT.	100
1.9	9" CONC. CURB	LINEAL FT.	100
1.10	10" CONC. CURB	LINEAL FT.	100
1.11	11" CONC. CURB	LINEAL FT.	100
1.12	12" CONC. CURB	LINEAL FT.	100
1.13	13" CONC. CURB	LINEAL FT.	100
1.14	14" CONC. CURB	LINEAL FT.	100
1.15	15" CONC. CURB	LINEAL FT.	100
1.16	16" CONC. CURB	LINEAL FT.	100
1.17	17" CONC. CURB	LINEAL FT.	100
1.18	18" CONC. CURB	LINEAL FT.	100
1.19	19" CONC. CURB	LINEAL FT.	100
1.20	20" CONC. CURB	LINEAL FT.	100
1.21	21" CONC. CURB	LINEAL FT.	100
1.22	22" CONC. CURB	LINEAL FT.	100
1.23	23" CONC. CURB	LINEAL FT.	100
1.24	24" CONC. CURB	LINEAL FT.	100
1.25	25" CONC. CURB	LINEAL FT.	100
1.26	26" CONC. CURB	LINEAL FT.	100
1.27	27" CONC. CURB	LINEAL FT.	100
1.28	28" CONC. CURB	LINEAL FT.	100
1.29	29" CONC. CURB	LINEAL FT.	100
1.30	30" CONC. CURB	LINEAL FT.	100
1.31	31" CONC. CURB	LINEAL FT.	100
1.32	32" CONC. CURB	LINEAL FT.	100
1.33	33" CONC. CURB	LINEAL FT.	100
1.34	34" CONC. CURB	LINEAL FT.	100
1.35	35" CONC. CURB	LINEAL FT.	100
1.36	36" CONC. CURB	LINEAL FT.	100
1.37	37" CONC. CURB	LINEAL FT.	100
1.38	38" CONC. CURB	LINEAL FT.	100
1.39	39" CONC. CURB	LINEAL FT.	100
1.40	40" CONC. CURB	LINEAL FT.	100
1.41	41" CONC. CURB	LINEAL FT.	100
1.42	42" CONC. CURB	LINEAL FT.	100
1.43	43" CONC. CURB	LINEAL FT.	100
1.44	44" CONC. CURB	LINEAL FT.	100
1.45	45" CONC. CURB	LINEAL FT.	100
1.46	46" CONC. CURB	LINEAL FT.	100
1.47	47" CONC. CURB	LINEAL FT.	100
1.48	48" CONC. CURB	LINEAL FT.	100
1.49	49" CONC. CURB	LINEAL FT.	100
1.50	50" CONC. CURB	LINEAL FT.	100
1.51	51" CONC. CURB	LINEAL FT.	100
1.52	52" CONC. CURB	LINEAL FT.	100
1.53	53" CONC. CURB	LINEAL FT.	100
1.54	54" CONC. CURB	LINEAL FT.	100
1.55	55" CONC. CURB	LINEAL FT.	100
1.56	56" CONC. CURB	LINEAL FT.	100
1.57	57" CONC. CURB	LINEAL FT.	100
1.58	58" CONC. CURB	LINEAL FT.	100
1.59	59" CONC. CURB	LINEAL FT.	100
1.60	60" CONC. CURB	LINEAL FT.	100
1.61	61" CONC. CURB	LINEAL FT.	100
1.62	62" CONC. CURB	LINEAL FT.	100
1.63	63" CONC. CURB	LINEAL FT.	100
1.64	64" CONC. CURB	LINEAL FT.	100
1.65	65" CONC. CURB	LINEAL FT.	100
1.66	66" CONC. CURB	LINEAL FT.	100
1.67	67" CONC. CURB	LINEAL FT.	100
1.68	68" CONC. CURB	LINEAL FT.	100
1.69	69" CONC. CURB	LINEAL FT.	100
1.70	70" CONC. CURB	LINEAL FT.	100
1.71	71" CONC. CURB	LINEAL FT.	100
1.72	72" CONC. CURB	LINEAL FT.	100
1.73	73" CONC. CURB	LINEAL FT.	100
1.74	74" CONC. CURB	LINEAL FT.	100
1.75	75" CONC. CURB	LINEAL FT.	100
1.76	76" CONC. CURB	LINEAL FT.	100
1.77	77" CONC. CURB	LINEAL FT.	100
1.78	78" CONC. CURB	LINEAL FT.	100
1.79	79" CONC. CURB	LINEAL FT.	100
1.80	80" CONC. CURB	LINEAL FT.	100
1.81	81" CONC. CURB	LINEAL FT.	100
1.82	82" CONC. CURB	LINEAL FT.	100
1.83	83" CONC. CURB	LINEAL FT.	100
1.84	84" CONC. CURB	LINEAL FT.	100
1.85	85" CONC. CURB	LINEAL FT.	100
1.86	86" CONC. CURB	LINEAL FT.	100
1.87	87" CONC. CURB	LINEAL FT.	100
1.88	88" CONC. CURB	LINEAL FT.	100
1.89	89" CONC. CURB	LINEAL FT.	100
1.90	90" CONC. CURB	LINEAL FT.	100
1.91	91" CONC. CURB	LINEAL FT.	100
1.92	92" CONC. CURB	LINEAL FT.	100
1.93	93" CONC. CURB	LINEAL FT.	100
1.94	94" CONC. CURB	LINEAL FT.	100
1.95	95" CONC. CURB	LINEAL FT.	100
1.96	96" CONC. CURB	LINEAL FT.	100
1.97	97" CONC. CURB	LINEAL FT.	100
1.98	98" CONC. CURB	LINEAL FT.	100
1.99	99" CONC. CURB	LINEAL FT.	100
2.00	100" CONC. CURB	LINEAL FT.	100

LOCATION	TOTAL CUB	SOIL, PLS	DIFFERENCE, BLANCE (SURPLUS)
PROPOSED LOT 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	1,178	480	6,198

NOTE: THE AVAILABLE CARRY CAPACITY QUANTITY (AS PER CU YD) IS TO BE USED AS PLS EXCEEDS THE REQUIRED TOTAL PLS (480 CU YD) AS PER THROUGH EXPLANATION, B METHOD.

EXHIBIT
 C

C.H. H. ARJAY TRAIL ROAD
 SEC 9-10-101-0-1-1R
 REGENCY DRIVE
 DRAINAGE IMPROVEMENTS
 SUMMARY OF QUANTITIES
 DUPAGE COUNTY
 DIVISION OF TRANSPORTATION

CIVILTECH

STATION	EVENT	DATE
17+00 TO 17+05	DRAINAGE	11/11/05
DETAIL		

PLANTING PROCEDURE FOR BALLED AND BURLAPPED OR CONTAINER GROWN TREES AND SHRUBS

1 PREPARE THE HOLE: Dig a hole 2-3 times wider than the root ball and 1/2 to 1 inch deeper than the highest planting point.

2 PLACE THE TREE: Position the tree in the hole, ensuring the root ball is centered and the trunk is vertical.

3 BACKFILL: Fill the hole with soil, firming it around the root ball. Avoid compacting the soil directly against the trunk.

4 WATER AND MULCH: Water the tree thoroughly. Apply a 2-4 inch layer of mulch around the base, keeping it away from the trunk.

TREE PROTECTION USING TEMPORARY FENCE

SIDE VIEW: Shows a tree protected by a temporary fence made of posts and fabric.

POST AND FENCE DETAIL: Shows a cross-section of the fence with a 4" x 4" post, 1/2" fabric, and a 1/2" gravel strip.

NOTES: The fence shall be set at a minimum of 1 foot outside the drip line of the tree to be protected.

VEGETATED CHANNEL TYPICAL SECTION

STONE CHECK DAM: A structure made of stones across the channel to reduce erosion.

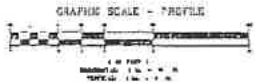
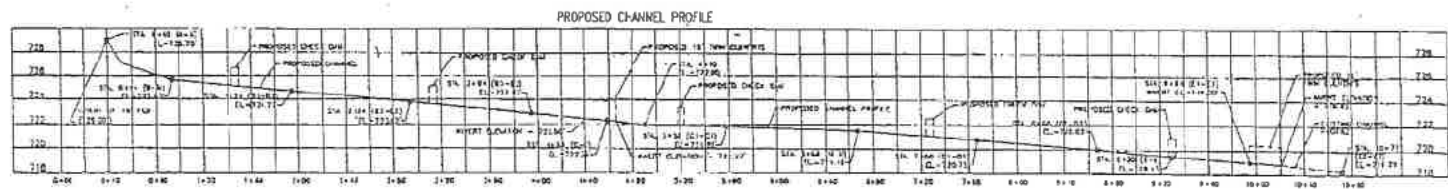
NOTES: Healthy, deep, heavy root systems are essential for vegetated channels. The stone check dam shall be installed in the center of the channel.

GOOSE NETTING DETAIL

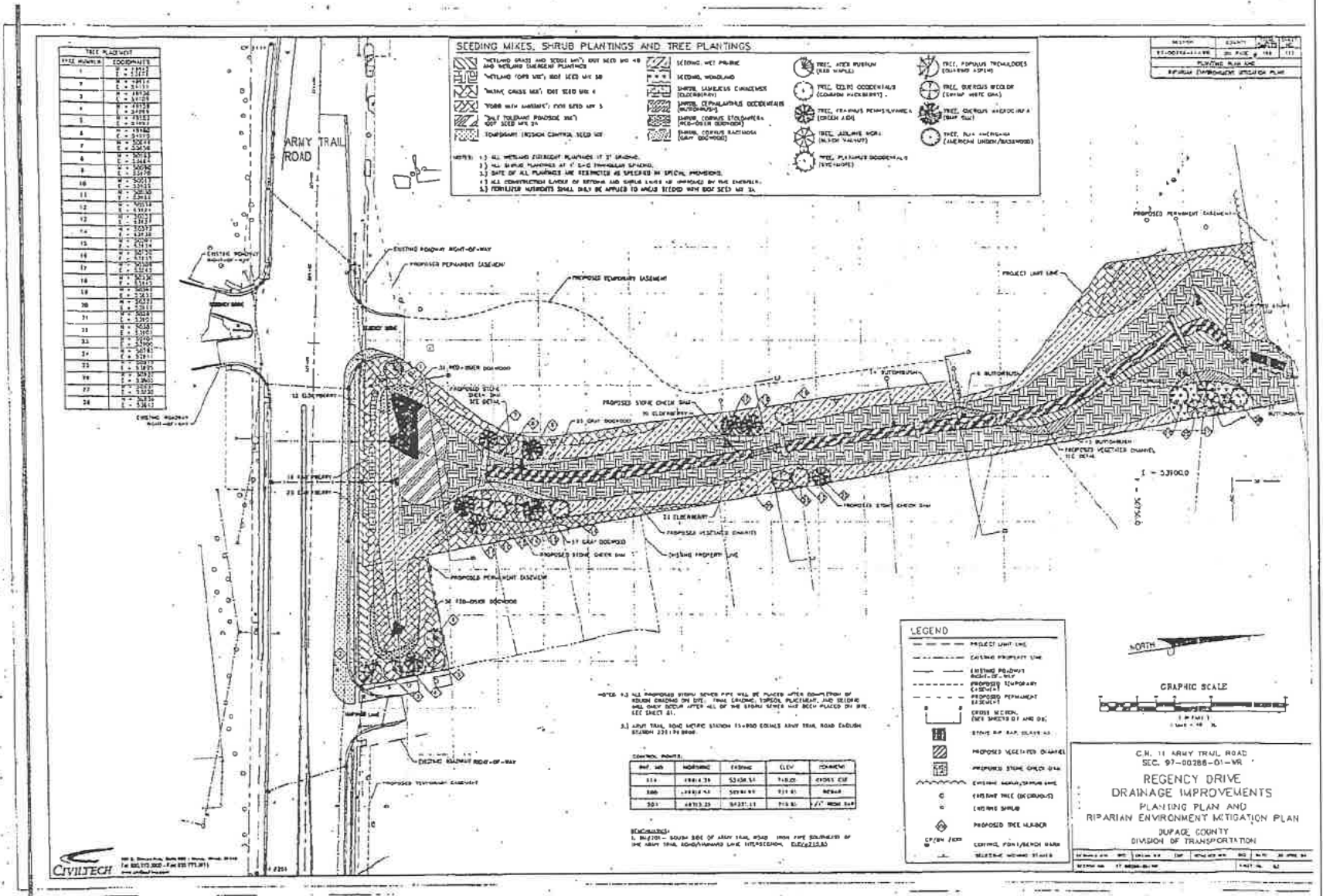
PLAN: Shows the layout of the channel with goose netting.

PROFILE: Shows the cross-section of the channel with goose netting.

NOTES: Goose netting shall be installed in the center of the channel to prevent erosion.



C.H. II ARMY TRAIL ROAD
 SFC 97-04256-01-MR
REGENCY DRIVE DRAINAGE IMPROVEMENTS
 DETAILS
 DUPAGE COUNTY
 DIVISION OF TRANSPORTATION
 PROJECT NO. 97-04256-01-MR
 SHEET NO. 02 (OF 02)



TREE PLANTING SCHEDULE

SIZE NUMBER	QUANTITY
1	100
2	100
3	100
4	100
5	100
6	100
7	100
8	100
9	100
10	100
11	100
12	100
13	100
14	100
15	100
16	100
17	100
18	100
19	100
20	100
21	100
22	100
23	100
24	100
25	100
26	100
27	100
28	100

SEEDING MIXES, SHRUB PLANTINGS AND TREE PLANTINGS

1. ALL MIXING FOR RIGHT PLANTING IF 21 GRADE.

2. ALL MIXING PLANTING AT 4" D.C. THROUGHOUT.

3. DATE OF ALL PLANTING ARE ESTIMATED AS SHOWN IN SPECIAL PROVISIONS.

4. ALL CONSTRUCTION LAYOUT OF RETAIN AND SIMILAR LINES AS SHOWN BY THE ENGINEER.

5. FERTILIZER INSTRUCTIONS SHALL ONLY BE APPLIED TO MIXES SEEDING WITH BOX SEED MIX 21.

LEGEND

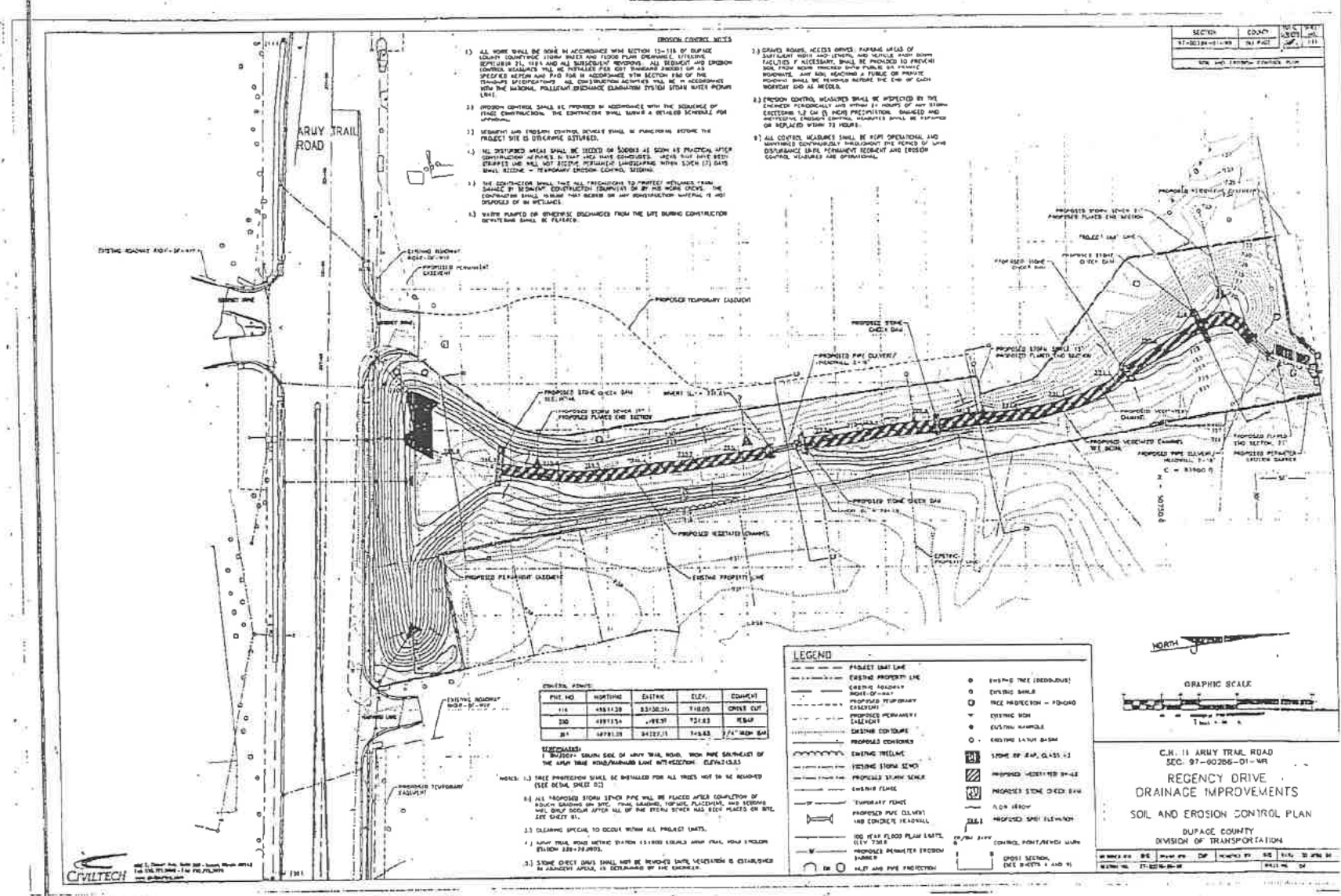
- PROJECT LIMIT LINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- PROPOSED TEMPORARY RIGHT-OF-WAY
- PROPOSED PERMANENT RIGHT-OF-WAY
- EXISTING CURB
- EXISTING SIDEWALK AND DEC.
- STONE OR RAIL SLAB CURB
- PROPOSED VEGETATED CHANNEL
- PROPOSED STONE CHECK DAM
- EXISTING ROAD/STORM LINE
- EXISTING TREE (CIRCUMFERENCE)
- EXISTING SHRUB
- PROPOSED TREE PLANTING
- CONTROL POINT/ANCHOR MARK
- SELECTED VEGETATION SPECIES

CONTROL POINTS

REF. NO.	NORTHING	EASTING	ELEV.	REMARKS
111	1884.79	5338.51	748.02	STORY CURB
888	1888.42	5394.91	711.81	REBAR
901	4873.23	8437.11	718.81	7.7' ROAD B/L

C.N. 11 ARMY TRAIL ROAD
 SEC. 97-00286-01-WR
**REGENCY DRIVE
 DRAINAGE IMPROVEMENTS
 PLANTING PLAN AND
 RIPARIAN ENVIRONMENT MITIGATION PLAN**
 DUPAGE COUNTY
 DIVISION OF TRANSPORTATION





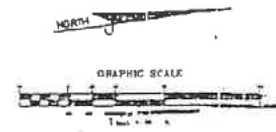
- EROSION CONTROL NOTES**
- 1) ALL WORK SHALL BE DONE IN ACCORDANCE WITH SECTION 15-118 OF DUPAGE COUNTY ORDINANCE, EROSION CONTROL AND FLOOD PLANE PROTECTION, (REVISED SEPTEMBER 21, 1984) AND ALL SUBSEQUENT AMENDMENTS. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED FOR 90% TRIGGER RAINFALL UP TO SPECIFIED SLOPE AND PAD FOR IN ACCORDANCE WITH SECTION 15-118 OF DUPAGE COUNTY ORDINANCE. ALL CONSTRUCTION ACTIVITIES SHALL BE IN ACCORDANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT LINE.
 - 2) EROSION CONTROL MEASURES SHALL BE INSPECTED BY THE ENGINEER PERIODICALLY AND WITHIN 24 HOURS OF ANY STORM. SECTION 15.2 OF THE NPDES PERMIT, DURING THE EFFECTIVE EROSION CONTROL, MEASURES SHALL BE EXTENDED OR REPLACED WITHIN 72 HOURS.
 - 3) ALL EROSION MEASURES SHALL BE KEPT OPERATIONAL AND MAINTAINED CONTINUOUSLY THROUGHOUT THE PERIOD OF WORK. DISTURBANCE DATE, PERMANENT EROSION AND EROSION CONTROL, MEASURES USE OPERATIONAL.
 - 4) ALL WORK SHALL BE DONE IN ACCORDANCE WITH SECTION 15-118 OF DUPAGE COUNTY ORDINANCE, EROSION CONTROL AND FLOOD PLANE PROTECTION, (REVISED SEPTEMBER 21, 1984) AND ALL SUBSEQUENT AMENDMENTS. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED FOR 90% TRIGGER RAINFALL UP TO SPECIFIED SLOPE AND PAD FOR IN ACCORDANCE WITH SECTION 15-118 OF DUPAGE COUNTY ORDINANCE. ALL CONSTRUCTION ACTIVITIES SHALL BE IN ACCORDANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT LINE.
 - 5) EROSION CONTROL MEASURES SHALL BE INSPECTED BY THE ENGINEER PERIODICALLY AND WITHIN 24 HOURS OF ANY STORM. SECTION 15.2 OF THE NPDES PERMIT, DURING THE EFFECTIVE EROSION CONTROL, MEASURES SHALL BE EXTENDED OR REPLACED WITHIN 72 HOURS.
 - 6) ALL EROSION MEASURES SHALL BE KEPT OPERATIONAL AND MAINTAINED CONTINUOUSLY THROUGHOUT THE PERIOD OF WORK. DISTURBANCE DATE, PERMANENT EROSION AND EROSION CONTROL, MEASURES USE OPERATIONAL.
 - 7) ALL WORK SHALL BE DONE IN ACCORDANCE WITH SECTION 15-118 OF DUPAGE COUNTY ORDINANCE, EROSION CONTROL AND FLOOD PLANE PROTECTION, (REVISED SEPTEMBER 21, 1984) AND ALL SUBSEQUENT AMENDMENTS. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED FOR 90% TRIGGER RAINFALL UP TO SPECIFIED SLOPE AND PAD FOR IN ACCORDANCE WITH SECTION 15-118 OF DUPAGE COUNTY ORDINANCE. ALL CONSTRUCTION ACTIVITIES SHALL BE IN ACCORDANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT LINE.
 - 8) EROSION CONTROL MEASURES SHALL BE INSPECTED BY THE ENGINEER PERIODICALLY AND WITHIN 24 HOURS OF ANY STORM. SECTION 15.2 OF THE NPDES PERMIT, DURING THE EFFECTIVE EROSION CONTROL, MEASURES SHALL BE EXTENDED OR REPLACED WITHIN 72 HOURS.
 - 9) ALL EROSION MEASURES SHALL BE KEPT OPERATIONAL AND MAINTAINED CONTINUOUSLY THROUGHOUT THE PERIOD OF WORK. DISTURBANCE DATE, PERMANENT EROSION AND EROSION CONTROL, MEASURES USE OPERATIONAL.

POINT NO.	NORTHING	EASTING	ELEV.	REMARKS
110	4824428	231262.31	118.05	CORNER CUT
120	4821154	198231	124.83	RECAP
201	4821128	242227.11	124.83	2 1/4" IRON BAR

- REMARKS:**
- 1) BUREAU SURVEY SIDE OF ARMY TRAIL ROAD, 1000 FEET SOUTH OF THE ARMY TRAIL ROAD/REGENCY DRIVE INTERSECTION. (ELEV. 108.83)
 - 2) ALL PROPOSED STORM 12-INCH PIPE WILL BE PLACED AFTER COMPLETION OF ROUGH GRADING ON SITE. FINAL GRADING, TOP SOIL PLACEMENT, AND SEEDING WILL ONLY OCCUR AFTER ALL OF THE STORM STRUCTURES HAVE BEEN PLACED ON SITE. SEE SHEET 21.
 - 3) CLEARING SPECIAL TO OCCUR WITHIN ALL PROJECT LIMITS.
 - 4) ARMY TRAIL ROAD METERS STATION 13+800 LOCATED APPROXIMATELY FROM EROSION CONTROL STRUCTURE.
 - 5) STONE CHECK DAMS SHALL NOT BE REMOVED UNTIL VEGETATION IS ESTABLISHED IN ADJACENT AREAS, AS DETERMINED BY THE ENGINEER.

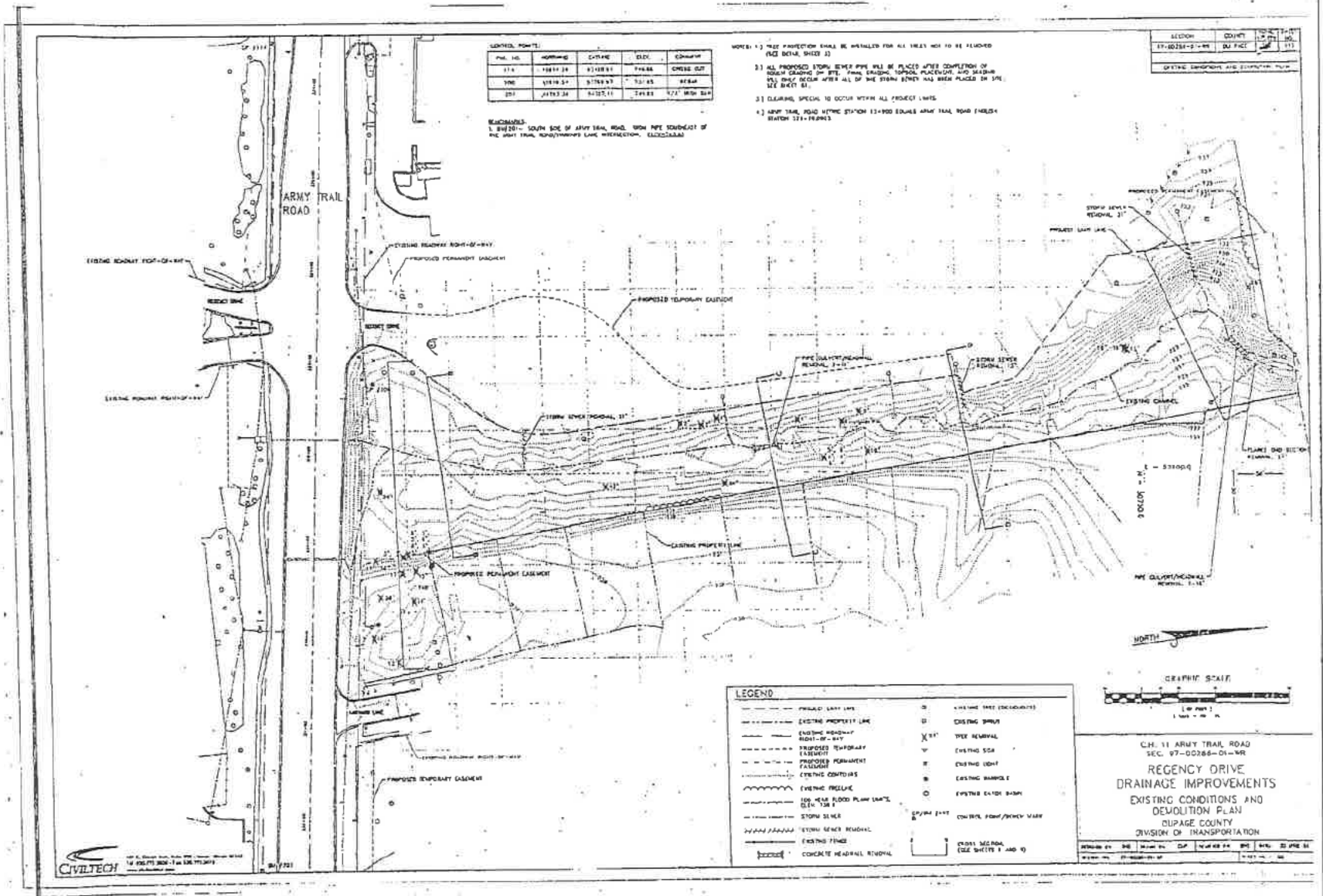
LEGEND

- PROJECT LIMIT LINE
- EXISTING PROPERTY LINE
- EXISTING ROADWAY
- RIGHT-OF-WAY
- PROPOSED TEMPORARY EROSION CONTROL
- PROPOSED PERMANENT EROSION CONTROL
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING TIE LINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING FENCE
- TEMPORARY FENCE
- PROPOSED FENCE (CONCRETE OR METAL)
- 100 YEAR FLOOD PLAIN LIMIT (ELEV. 73.0)
- PROPOSED PERMANENT EROSION CONTROL
- 4:1 AND PIPE PROTECTION
- EXISTING TREE (DECIDUOUS)
- EXISTING SHALE
- TREE PROTECTION - FENCED
- EXISTING SIGN
- EXISTING SAMPLE
- EXISTING LIGHT BUSH
- STONE OF S.P. CLASS 12
- PROPOSED VEGETATED CHANNEL
- PROPOSED STONE CHECK DAM
- PROPOSED SILT FENCE
- CONTROL POINT/BENCH MARK
- EXISTING SECTION (SEE SHEETS 1 AND 2)



C.R. 11 ARMY TRAIL ROAD
 SEC. 97-00206-01-MS
**REGENCY DRIVE
 DRAINAGE IMPROVEMENTS**
 SOIL AND EROSION CONTROL PLAN
 DUPAGE COUNTY
 DIVISION OF TRANSPORTATION

DATE: 05/11/05	BY: JMB	CHECKED BY: JMB	SCALE: AS SHOWN
DATE: 05/11/05	BY: JMB	CHECKED BY: JMB	SCALE: AS SHOWN



CONTROL POINTS

Point No.	Northing	Easting	Dist.	Comment
111	11811.28	81488.81	748.88	CORNER CUT
110	11818.51	81589.83	731.85	RT&L
107	11833.34	81325.11	124.83	RT&L

REMARKS:
 1. SEE SET - SOUTH SIDE OF ARMY TRAIL ROAD, WITH PIPE SCHEDULED AT THE ARMY TRAIL, ROYALTY/THOMPSON LANE INTERSECTION. (SEE TABLE)

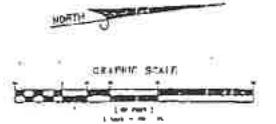
- NOTES: 1) TREE PROTECTION SHALL BE INSTALLED FOR ALL TREES NOT TO BE REMOVED (SEE SHEET 1002-2)
- 2) ALL PROPOSED STORM SEWER PIPE WILL BE PLACED AFTER COMPLETION OF ROUGH GRADING ON SITE. FINAL GRADING, TOPSOIL PLACEMENT, AND SEEDING WILL BE DONE AFTER ALL OF THE STORM SEWER HAS BEEN PLACED IN THE SEE SHEET 101.
- 3) CLEARING SPECIAL TO OCCUR WITH ALL PROJECT LINES
- 4) ARMY TRAIL ROAD WITHIN STATION 13+000 SQUARE ARMY TRAIL ROAD FIELD#1 STATION 12+78.85

SECTION	COUNTY	FILE NO.
97-00286-01-WR	DU PAGE	111

DATE: 08/08/05 10:00 AM

LEGEND

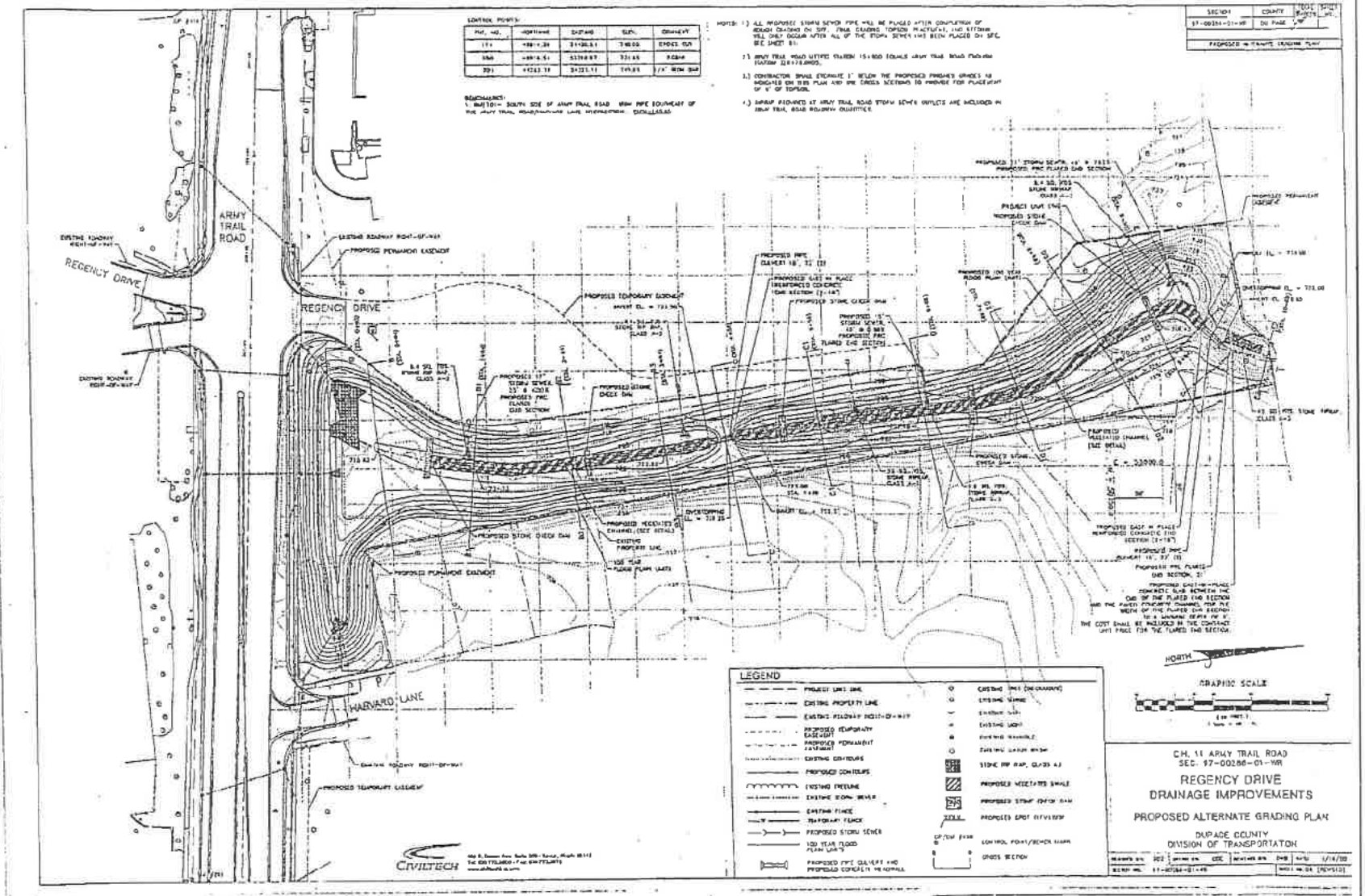
--- PROPOSED LANE LINE	○ EXISTING TREE (CIRCUMFERENCE)
--- EXISTING PROPERTY LINE	□ EXISTING DRAIN
--- EXISTING ROADWAY RIGHT-OF-WAY	X 12" TREE REMOVAL
--- PROPOSED TEMPORARY CASHEMENT	▽ EXISTING SSA
--- PROPOSED PERMANENT CASHEMENT	■ EXISTING LIGHT
--- EXISTING CONTOURS	● EXISTING SAMPLE
--- EXISTING PRELIM	○ EXISTING CATCH BASIN
--- EXISTING FLOOD PLANE (AFT. 100 YRS.)	□ EXISTING FLOOD WALL
--- STORM SEWER	□ EXISTING FLOOD WALL
--- STORM SEWER REMOVAL	□ EXISTING FLOOD WALL
--- EXISTING FENCE	□ EXISTING FLOOD WALL
--- CONCRETE HEADWALL/STORM	□ EXISTING FLOOD WALL



C.H. 11 ARMY TRAIL ROAD
 SEC. 97-00286-01-WR
**REGENCY DRIVE
 DRAINAGE IMPROVEMENTS
 EXISTING CONDITIONS AND
 DEVOLUTION PLAN**
 DUPAGE COUNTY
 DIVISION OF TRANSPORTATION

CIVILTECH
 18.000.0000-1 (A) 136.771.0019
 18.000.0000-1 (A) 136.771.0019

DATE	BY	DESCRIPTION
08/08/05	SP	100% DESIGN



LINEAL POINT	Sta.	ELEVATION	SURFACE	SLP.	COMMENT
171	488+7.39	8148.81	3.65%		EDGE OF
180	488+6.61	8119.87	3.14%		EDGE
221	4823+11	8122.11	14.8%		7' X 10' MAN HOLE

REMARKS:
 1. SHEET 10 - SOUTH SIDE OF ARMY TRAIL ROAD - NEW PIPE EQUIPMENT OF THE ARMY TRAIL ROAD/REGENCY DRIVE INTERSECTION. SEE SHEET 10.

- NOTES:**
1. ALL PROPOSED STORM SEWER PIPE SHALL BE PLACED AFTER COMPLETION OF ROAD GRADE AND CURB. THIS GRADE TOLERANCE MATERIAL AND UTILITY SHALL ONLY OCCUR AFTER ALL OF THE STORM SEWER HAS BEEN PLACED ON SPEC. SEE SHEET 11.
 2. ARMY TRAIL ROAD UTILITY TRENCH IS 15' BOD DEPTH AND THE ROAD PAVING TOLERANCE IS 1/4" TYPICAL.
 3. CONTRACTOR SHALL EXCAVATE 1' BELOW THE PROPOSED FINISHED GRADE AS INDICATED ON THIS PLAN AND THE CROSS SECTIONS TO PROVIDE FOR PLACEMENT OF 6" OF TOPSOIL.
 4. SWAMP PROVIDED AT ARMY TRAIL ROAD STORM SEWER OFFSETS ARE INCLUDED IN ARMY TRAIL ROAD BIDDING QUANTITIES.

SECTION	COUNTY	PROJECT
97-00286-01-10	DU PAGE	REGENCY DRIVE

LEGEND

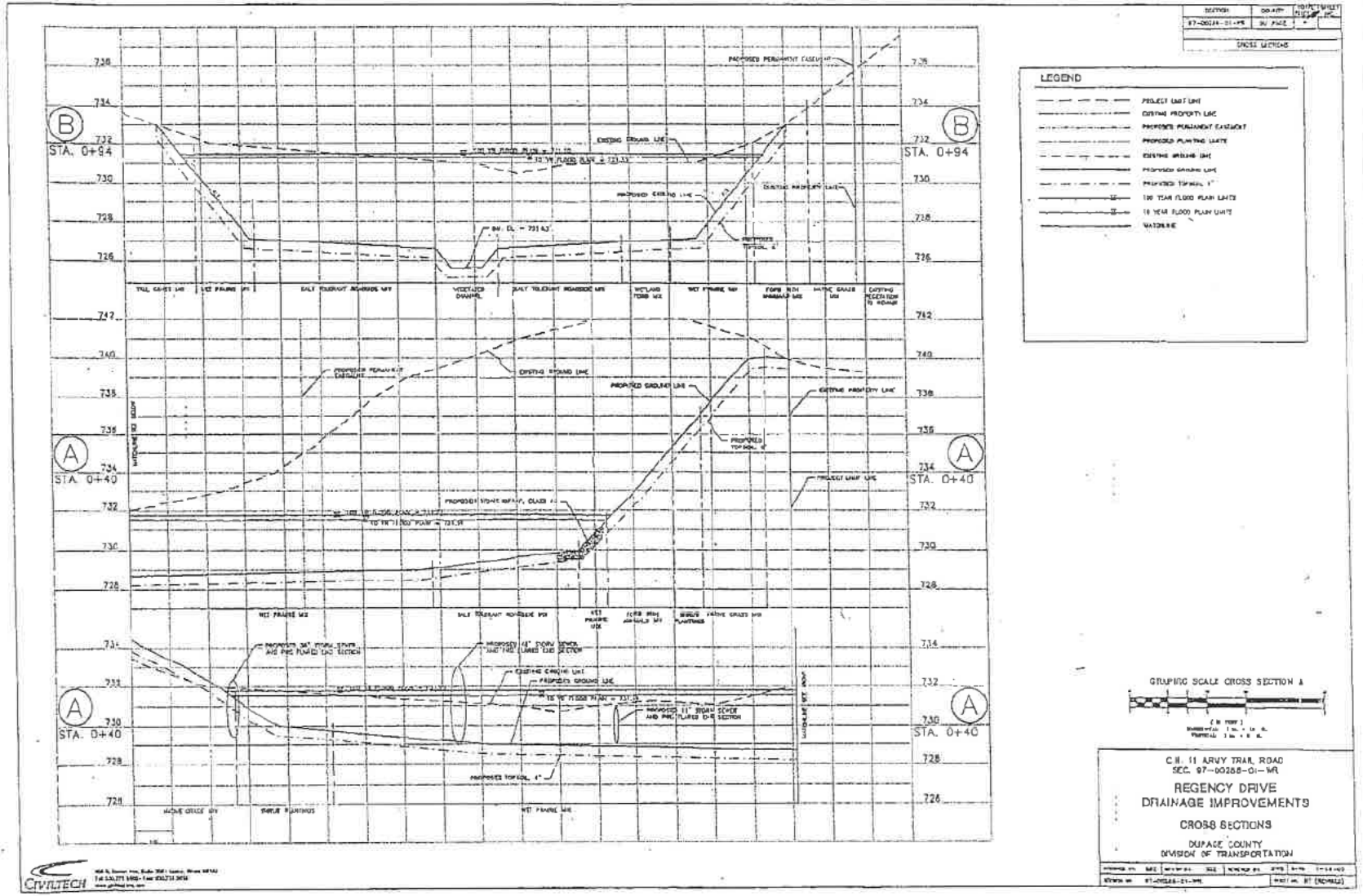
—	PROJECT LIMIT LINE	○	EXISTING MANHOLE (ENCLOSURE)
---	EXISTING PROPERTY LINE	○	EXISTING MANHOLE
---	EXISTING PLANNED RIGHT-OF-WAY	○	EXISTING CURB
---	PROPOSED TEMPORARY EASEMENT	○	EXISTING LIGHT
---	PROPOSED PERMANENT EASEMENT	○	EXISTING SIGNAGE
---	EXISTING DRIVEWAYS	○	EXISTING DRAIN PIPE
---	PROPOSED DRIVEWAYS	○	STORM PIPE MANHOLE CLASS A-1
---	EXISTING FENCELINE	○	PROPOSED MEE/STE/STE MANHOLE
---	EXISTING STORM SEWER	○	PROPOSED STORM CHECK DAM
---	EXISTING FENCE	○	PROPOSED STORM OFFFLOW
---	PROPOSED STORM SEWER	○	EXISTING FLOOD PLAN LINE
---	150 YEAR FLOOD PLAN LINE	○	PROPOSED PIPE DIA/VERT AND PROPOSED CONCRETE IN PLACE



CH. 11 ARMY TRAIL ROAD
 SEC. 97-00286-01-10R
**REGENCY DRIVE
 DRAINAGE IMPROVEMENTS**
 PROPOSED ALTERNATE GRADING PLAN
 DUPAGE COUNTY
 DIVISION OF TRANSPORTATION

DATE: 01/14/2005
 DRAWN BY: [Name]
 CHECKED BY: [Name]

CIVILTECH
 440 S. Boston Ave. Suite 200 - Schaumburg, Illinois 60195
 TEL: 630-771-8800 FAX: 630-771-8875
 WWW.CIVILTECH.COM



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 100 N. Lincoln Ave., Suite 200 | Chicago, Illinois 60610
 TEL: 773.777.1800 | FAX: 773.777.9614
 www.civiltech.com

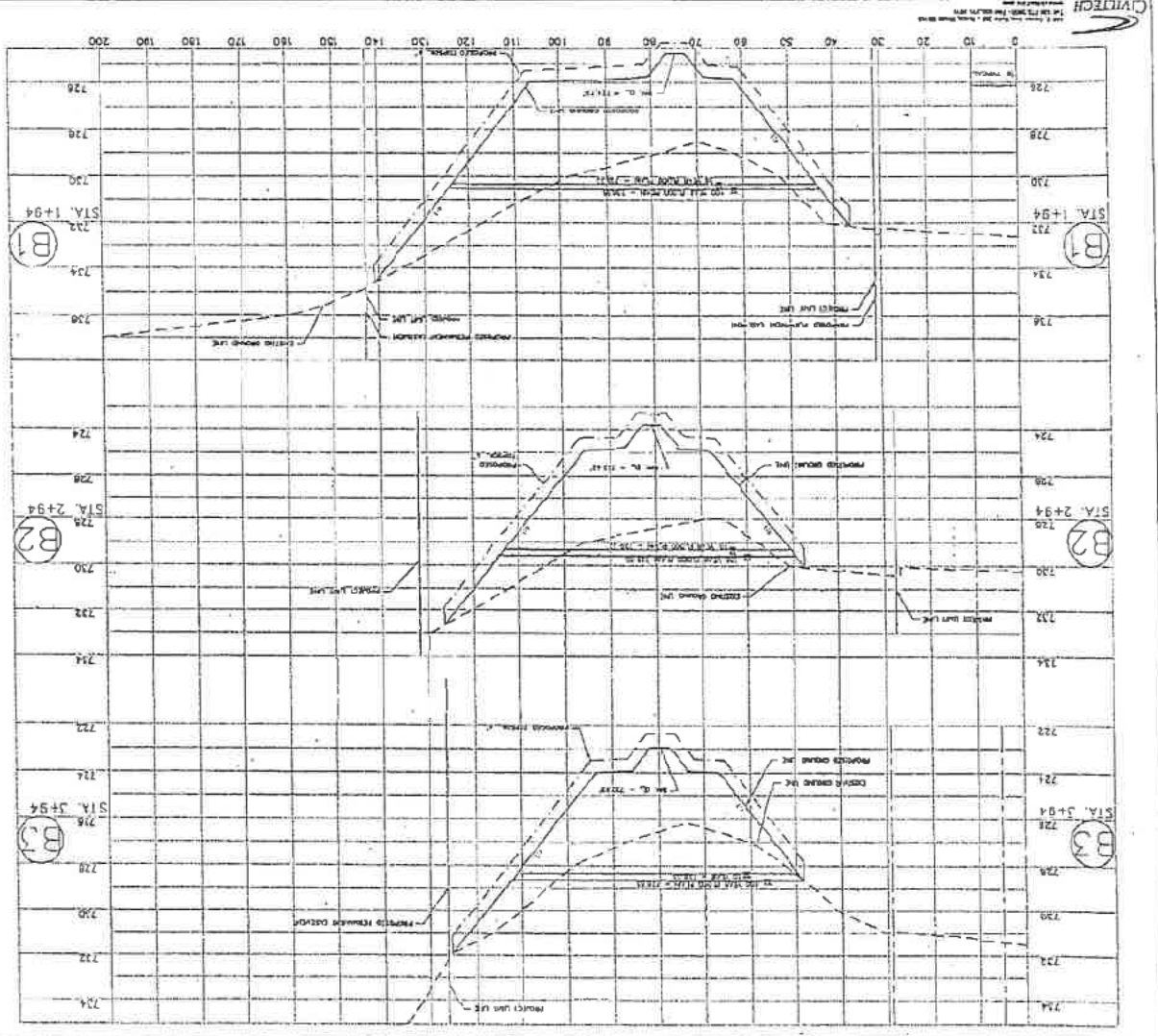
CH. 11 ARMY TRAIL ROAD
 REGENCY DRIVE
 DRAINAGE IMPROVEMENTS
 CROSS SECTIONS
 DIVISION OF TRANSPORTATION
 PROJECT NO. 07-00785-01-WR
 DEC. 87



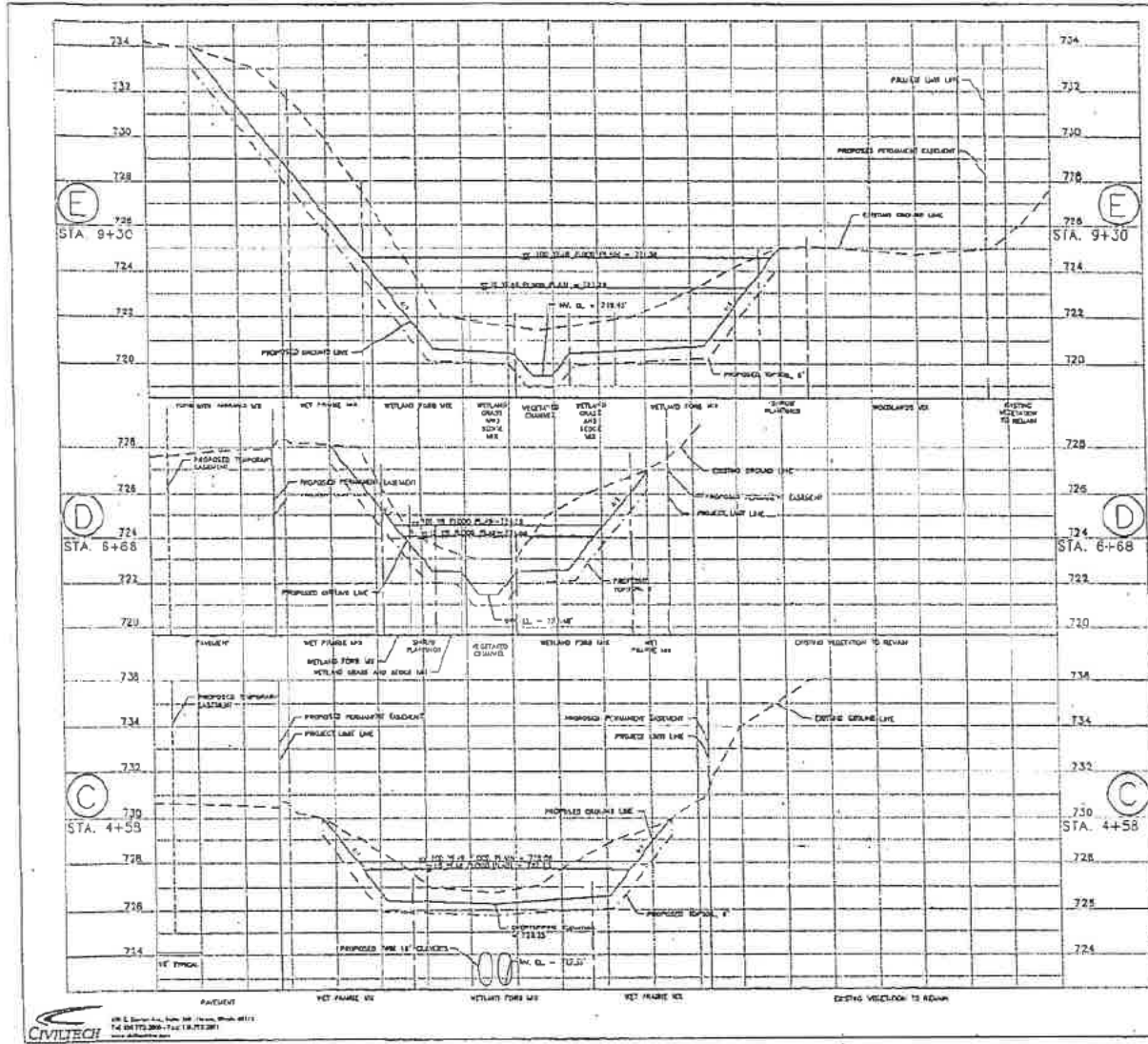
LEGEND

---	PROJECT LIMIT LINE
---	EXISTING PROPERTY LINE
---	PROPOSED PROPERTY LINE
---	PROPOSED MAINTENANCE WAY
---	EXISTING DRAINAGE LINE
---	PROPOSED DRAINAGE LINE
---	PROPOSED 10' WIDE PAVED DRIVE
---	PROPOSED 10' WIDE PAVED SIDEWALK

DATE	DESCRIPTION



CAVITECH

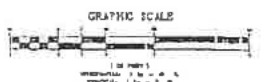


SECTION	DATE	BY	CHKD	APP'D
81-0000-01-WR	01/19/05	FR		

CROSS SECTIONS

LEGEND

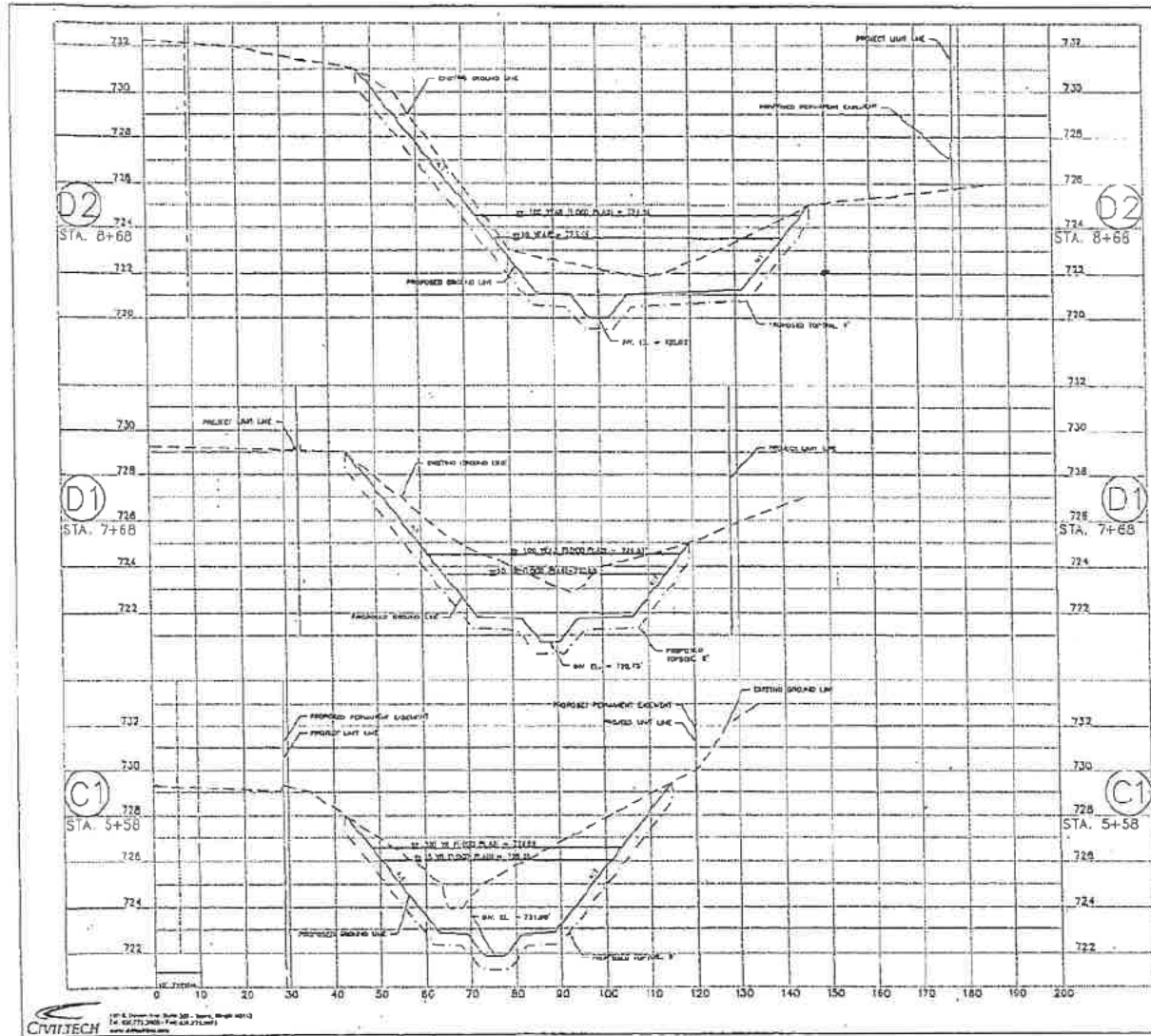
- PROJECT LIMIT LINE
- EXISTING PROPERTY LINE
- - - - - PROPOSED PERMANENT EASEMENT
- - - - - PROPOSED TEMPORARY EASEMENT
- - - - - PROPOSED PLUMBING LIMITS
- - - - - EXISTING GRADE LINE
- - - - - PROPOSED GRADE LINE
- - - - - PROPOSED TOPSOIL 1'
- 100 YEAR FLOOD PLAN LIMITS
- 10 YEAR FLOOD PLAN LIMITS



C.M. 11 ARMY TRAIL ROAD
 SEC. 07-00285-01-WR
**REGENCY DRIVE
 DRAINAGE IMPROVEMENTS**
 CROSS SECTIONS
 DUPAGE COUNTY
 DIVISION OF TRANSPORTATION

DESIGNED BY	DATE	BY	DATE	BY	DATE
811	01/19/05	FR	01/19/05	FR	01/19/05
CHECKED BY	DATE	BY	DATE	BY	DATE
811	01/19/05	FR	01/19/05	FR	01/19/05

CIVILTECH
 1400 S. 14th Street, Suite 100, Naperville, IL 60563
 TEL: 630.330.7400 FAX: 630.330.7401
 WWW: CIVILTECH.COM



SECTION	DATE	BY	CHECKED
B7-00286-01-01	01/02/05	FB	ML

CROSS SECTION

LEGEND

- PROJECT LIMIT LINE
- EXISTING GROUND LINE
- PROPOSED PERMANENT EASEMENT
- PROPOSED PLUMBING EASEMENT
- PROPOSED GROUND LINE
- EXISTING GROUND LINE
- PROPOSED GROUND LINE
- PROPOSED TORSION E'
- 10 YEAR FLOOD PLAIN LIMITS
- 10 YEAR FLOOD PLAIN LIMITS



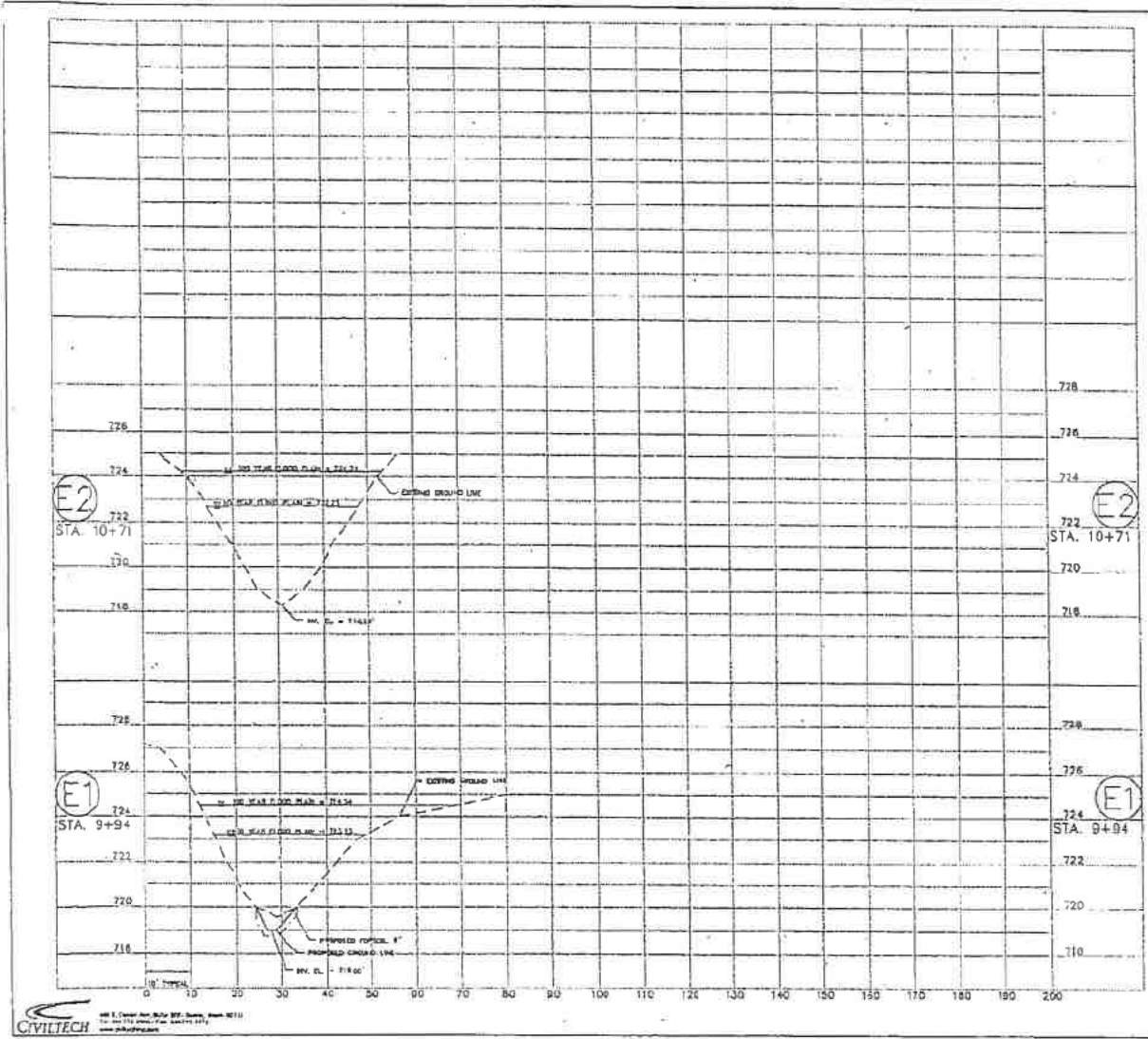
C.H. 11 ARMY TRAIL ROAD
 SEC. B7-00286-01-01-01
**REGENCY DRIVE
 DRAINAGE IMPROVEMENTS**
 CROSS SECTION B
 DUPAGE COUNTY
 DIVISION OF TRANSPORTATION

CIVILTECH
 120 S. DuSable Blvd. Suite 200, Naperville, IL 60563
 Tel: 630.771.2800 Fax: 630.271.1001
 www.civiltech.com

FRED BUCHOLZ

R2005-078970

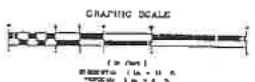
DUPAGE COUNTY RECORDER



SECTION	DATE	BY	CHKD
97-00786-01-VR	04/20/05	FB	MS

DRAWN SECTION

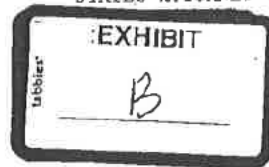
LEGEND	
---	PROPOSED LAKE LINE
---	EXISTING PROPERTY LINE
---	PROPOSED FORDING, 8' WIDENING
---	PROPOSED FORDING, 8' WIDENING
---	PROPOSED FORDING, 8' WIDENING
---	EXISTING DRAINAGE LINE
---	PROPOSED DRAINAGE LINE
---	PROPOSED FORDING, 8'
---	100 YEAR FLOOD PLAN LIMITS
---	10 YEAR FLOOD PLAN LIMITS



CJL 11 ARMY TRAIL ROAD
 SEC. 97-00786-01-VR
**REGENCY DRIVE
 DRAINAGE IMPROVEMENTS**
 CROSS SECTIONS
 DUPAGE COUNTY
 DIVISION OF TRANSPORTATION

DESIGNED BY	SEC	DATE	BY	CHKD	DATE
PROJECT NO.	97-00786-01-VR		FB	MS	04/20/05

CIVILTECH
 200 E. Cass Ave. Suite 207, Naperville, IL 60563
 Tel: 630-330-0800 Fax: 630-330-0801
 www.civiltech.com

EXHIBIT B

PIN Number: 02-23-300-021

Parcel Number: 100PE

Owners Name: American National Bank & Trust Company of Chicago, as
Trustee under Trust Agreement dated November 1, 1974 and known as
Trust Number 77944

THAT PART OF LOTS 1 AND 2 (TAKEN AS A SINGLE TRACT) WHICH LIES
NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF ARMY TRAIL ROAD AS
DEDICATED BY DOCUMENT 372923, IN MARQUARDT'S ASSESSMENT PLAT OF PART
OF SECTIONS 23 AND 26, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT
704124, EXCEPT THEREFROM THE EASTERLY 647.22 FEET OF THE WESTERLY
677.58 FEET (BOTH AS MEASURED ON THE NORTHERLY AND SOUTHERLY LINES
THEREOF) OF THE SOUTHERLY 175.00 FEET (AS MEASURED ON THE EAST AND
WEST LINES THEREOF), DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER
OF SAID LOT 2; THENCE NORTH 03 DEGREES 28 MINUTES 06 SECONDS WEST,
ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 5.62 FEET FOR A
POINT OF BEGINNING; THENCE NORTH 82 DEGREES 08 MINUTES 17 SECONDS
WEST, DISTANCE OF 79.47 FEET; THENCE NORTH 81 DEGREES 36 MINUTES 16
SECONDS WEST, A DISTANCE OF 112.21 FEET; THENCE NORTH 81 DEGREES 19
MINUTES 12 SECONDS WEST, A DISTANCE OF 215.88 FEET; THENCE SOUTH 79
DEGREES 59 MINUTES 25 SECONDS WEST, A DISTANCE OF 11.86 FEET TO A
POINT INTERSECTING THE WESTERLY LINE OF THE EASTERLY 647.22 FEET OF
SAID LOT 2 WITH THE SOUTHERLY LINE OF SAID LOT 2; THENCE NORTH 00
DEGREES 00 MINUTES 41 SECONDS EAST, ALONG SAID WESTERLY LINE OF LOT 2,
A DISTANCE OF 9.31 FEET; THENCE SOUTH 81 DEGREES 23 MINUTES 34 SECONDS
EAST, A DISTANCE OF 12.47 FEET; THENCE NORTH 85 DEGREES 55 MINUTES 59
SECONDS EAST, A DISTANCE OF 121.25 FEET; THENCE NORTH 08 DEGREES 46
MINUTES 30 SECONDS EAST, DISTANCE OF 10.80 FEET; THENCE SOUTH 81
DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 63.39 FEET; THENCE
NORTH 44 DEGREES 05 MINUTES 34 SECONDS EAST, A DISTANCE OF 98.09 FEET;
THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF
113.00 FEET, AN ARC DISTANCE OF 89.57, SUBTENDING A CHORD BEARING
NORTH 21 DEGREES 23 MINUTES 04 SECONDS EAST; THENCE NORTH 01 DEGREE 19
MINUTES 26 SECONDS WEST, A DISTANCE OF 437.13 FEET; THENCE
NORTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5.00
FEET, AN ARC DISTANCE OF 7.73, SUBTENDING A CHORD BEARING NORTH 42

DEGREES 57 MINUTES 55 SECONDS EAST; THENCE NORTH 87 DEGREES 15 MINUTES 16 SECONDS EAST, A DISTANCE OF 15.41 FEET; THENCE NORTH 09 DEGREES 28 MINUTES 17 SECONDS WEST, A DISTANCE OF 49.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 34.50 FEET, AN ARC DISTANCE OF 21.87 FEET, SUBTENDING A CHORD BEARING NORTH 27 DEGREES 37 MINUTES 50 SECONDS WEST; THENCE NORTH 45 DEGREES 47 MINUTES 22 SECONDS WEST, A DISTANCE OF 152.78 FEET; THENCE NORTH 01 DEGREE 16 MINUTES 06 SECONDS WEST, A DISTANCE OF 182.00 FEET TO NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 88 DEGREES 43 MINUTES 54 SECONDS EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 176.41 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE SOUTH 03 DEGREES 28 MINUTES 06 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 1031.61 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 133,827 SQUARE FEET OR 3.072 ACRES MORE OR LESS

G:\356\014\phase1\Legal5Ph1\100perev.doc



EXHIBIT C

**ROBERT
PROHASKA
LETTER**

EXHIBIT C

To Amanda Ramirez, Wilshire Apartments

From Robert Prohaska, Village of Bloomingdale, Village Engineer

As you are aware, an issue was brought to our attention in the Spring about improper drainage near the north east corner of the Apartment property. The problem was that the water was stagnant in the detention basin.

Now that we have had several weeks of very dry weather, the extent of the damage to the basin is becoming evident as is the required work to restore proper drainage. The problems were not so clearly observed a few months ago because of the steady rains in the Spring and high water levels.

I have put together the attached photo exhibit to help understand the location of the problem, how the drainage system was originally designed and installed, changes made to that system over the years and the work needed to restore proper drainage. When this detention basin is not functioning as designed, during heavy rain events, downstream properties are in jeopardy of flooding since the required storage volume in the detention basin is not available to protect other properties from damage as required by law.

You are urged to consult with your property maintenance folks and perhaps an engineer to review the problem and determine a plan to restore proper drainage. As there are downstream properties that could be affected by flooding if the drains are not functioning as intended, we are considering the problem to be urgent and needs to be addressed quickly.

In the photo exhibit the slides show

1. Title sheet
2. Original construction drawings for the apartment complex. The detention facility #2 is near the north east corner of the property and is filled by water from the apartment complex plus water that drains into the property from the south. The water is temporarily stored in the detention basin during heavy rainfall and drains out through two 18" diameter side-by-side pipes (twin culverts) to the north east, into the Village drain further downstream, maybe 75 feet away from the end of the twin culverts.
3. An aerial photo of the area from 2003, showing the area mostly occupied with mowed grass, and the drainage swale (darker irregular shape) where the normal flow of water enters the area.
4. Excerpt from the 2004 DuPage County plan where the County paid to expand the detention area. Replacement twin culverts were installed at the north east corner of the basin and the vegetation was modified from mowed grass to native landscape. It is the Village's understanding that the Agreement between property owner and County states the property owner will maintain the area.
5. An aerial photo of the area from 2006 after the county construction was complete. It is likely that the native landscape was not fully established yet following construction as the area seems to be dormant. The location of the twin culverts is highlighted and appears that the area over the top of the pipes is native landscape.

EXHIBIT C

6. Photograph of the upstream end of the twin culverts from 2009. Notice the native landscape surrounding the concrete headwall and no water, except normal flow into the twin culverts, is visible in the detention basin.
7. Photograph of the downstream end of the twin culverts from 2009. Notice the native landscape above and over the top of the twin culverts.
8. Aerial photo of the area from 2011. The native landscape is more visible and established in the basin and not regularly mowed.
9. Aerial photo of the area from 2014. There is a visible change in the photo where the area over the top of the twin culverts has been modified with rock in place of the native landscape.
10. Photo from 2018 showing the extent of the road on the downstream end of the twin culverts. The rock on the downstream end of the headwall is built up much higher than in slide 7 from 2009 and is blocking the normal flow of water out of the basin.
11. Photo from 2018 showing the overgrowth of landscape across the face of the twin culverts.
12. Photo from July 2022. The rock rubble downstream of the twin culverts has been expanded and is very much blocking normal flow of water out of the twin culverts. This rock must be removed. A more appropriate use of the rock would be as streambank stabilization gabion baskets along the edges of the natural channel and to prevent soil erosion under the flared end section on the left side of the photo.
13. Photo from July 2022 taken from atop the twin culverts. The upstream end of the twin culverts is completely underwater and blocked by mud and debris. I suspect beavers have greatly contributed to the dam building and plugging of the natural drainage out of the basin. The water level in the detention basin is probably about 3 feet above normal and given the dry conditions for the past few weeks should be much lower. That water is displacing stormwater storage volume that should be available in advance of heavy rainfall and would be utilized to protect properties from flooding. The face of the headwall on the upstream side of the twin culverts will need to be dug out and the debris and other material removed so that water can normally and freely flow into the twin culvert pipes.
14. Photo from July 2022. Downstream of the twin culverts.
15. Photo from July 2022, from atop the twin culverts looking downstream. There is only a trickle of water draining out of the detention basin, despite the basin being 3 feet above normal level. There should be a great flow of water, not a trickle.
16. Photo from July 2022 from the far side of the basin near the parking lot viewed toward the twin culverts. The face of the twin culverts is completely underwater and not visible. Given the dry conditions, that area should be more free and open and the pipes should be visible as in slide 6.

Between Tuesday and Thursday this week, I was able to clear a very limited volume of rock and debris to improve the flow of water. Over the two days, the water level in the detention basin dropped 4"-6", but there is still about 2.5 feet to go to get to normal. I will not single-handedly be able to clear the debris with a shovel and rake as there is quite a bit to do. I am willing to help as much as I can, but the property is not owned by the Village and owners must maintain their property including maintenance of drains, pipes and water levels. I reached out to Jake at Back to the Forest, but have not had a conversation. From a safety point of view, I am concerned about entering the area if beaver traps are present.

EXHIBIT C

The problems in the area is much more extensive than I had expected, or previously seen in the Spring when everything was underwater.

Please review the above and photo exhibits. I can be reached at 630-671-5671 next week to discuss further.

Sincerely

Robert Prohaska

Village Engineer

P.I.N.(s): 02-23-300-019 & 02-23-300-021

Parcel: County:
(100PE) DuPage

Route:
Army Trail Road

Section:
97-00286-01-WR

Owner: Wilshire Tower SPE LLC successor
to Chicago Title Land Trust Company, as
successor trustee to LaSalle Bank National
Association, Trust No. 126808

EXHIBIT D

FOR RECORDER'S USE ONLY

AMENDMENT TO AGREEMENT CONCERNING LAND FOR A PERMANENT EASEMENT

This AMENDMENT TO AGREEMENT CONCERNING LAND FOR A PERMANENT EASEMENT ("Amendment") is hereby entered into on this _____ day of _____, _____, by and between Grantor, WILSHIRE TOWER SPE LLC, a Delaware limited liability company, successor to Chicago Title Land Trust Company, a corporation of Illinois, as successor trustee to LaSalle Bank National Association, as Trustee under the provisions of a certain Trust Agreement dated September 29, 2000 and known as Trust No. 126808, whose address is 3330 Dundee Road, Unit S1, Northbrook, Illinois 60062 ("Wilshire Tower") and Grantee, COUNTY OF DUPAGE, an Illinois body corporate and politic, whose address is 421 North County Farm Road, Wheaton, Illinois 60187 (the "County"). Wilshire Tower and the County are hereafter sometime individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, on March 23, 2005, an "Agreement Concerning Land for a Permanent Easement" recorded April 18, 2005, under document R2005-078970 and hereinafter referred to as the "Permanent Easement," a copy of which is attached hereto and incorporated herein as Exhibit A, was entered into by and between, Grantor, LaSalle Bank National Association, as Trustee under the provisions of a certain Trust Agreement dated September 29, 2000, and known as Trust No. 126808, as the predecessor in interest to Wilshire Tower, and the County related to a non-exclusive permanent easement over certain real property legally described and depicted in Exhibit B attached hereto and incorporated herein (the "Permanent Easement Area") which is part of a larger parcel owned by Wilshire Tower located at 201 Regency Drive, Bloomingdale, Illinois 60108 which is improved with the Wilshire Towers apartment development (the "Wilshire Tower Parcel"); and

WHEREAS, Wilshire Tower is the fee simple owner of the Permanent Easement Area and the County holds the Permanent Easement over the Permanent Easement Area, and Wilshire

Tower and the County wish to amend the Permanent Easement to reflect the County's agreement to assume maintenance of the Permanent Easement Area and to reflect the County's willingness and commitment to inspect, repair, replace, improve, and/or modify the restrictor/outfall infrastructure, inclusive of the Overflow Weir, now and as needed in the future (collectively, the "Work") to assure that it is, and remains in the future, structurally sufficient to convey the upstream volume of water; and

WHEREAS, in the event of a conflict between the terms and conditions of this Amendment and those in the Permanent Easement, the terms and conditions in this Amendment shall prevail; and

WHEREAS, Wilshire Tower and the County have reached an agreement as to the terms and conditions of this Amendment and all Parties agree to be bound thereby as specified below.

NOW THEREFORE, Wilshire Tower and the County, for good and valuable consideration and the promises and covenants set forth herein, the receipt and sufficiency of which are expressly acknowledged, do hereby agree as follows:

1. The foregoing recitals are hereby adopted and incorporated herein by reference as though fully set forth herein.

2. Wilshire Tower and the County agree that the Permanent Easement to Parcel 100 PE shall be used by the County to allow the County to perform the Work within the Permanent Easement Area.

3. All Work to be performed by the County under this Amendment shall be done in a good and workmanlike manner, at the sole cost and expense of the County, and shall be in conformity with the Settlement Agreement and mutually approved plans which are attached hereto and incorporated into this Amendment as Exhibit C.

4. The Permanent Easement currently accommodates 1.7 acres of additional impermeable surface for the Wilshire Tower Parcel and shall now, and in the future, continue to accommodate 1.7 acres of additional impermeable surface for the Wilshire Tower Parcel.

5. Permanent Easement paragraph 3 (iii), (iv) and (v) are no longer in effect. The County previously tendered the Forty Thousand Dollars (\$40,000), complied with all planting obligations and turned over maintenance of the Permanent Easement Area to Grantor/Wilshire Tower. The County will hereafter be responsible for the maintenance of this Permanent Easement Area including the Work.

6. The County will have a perpetual right to enter or re-enter the Permanent Easement Area for the purpose of performing the Work. The Work shall be done at the sole cost and expense of the County.

7. The County acknowledges and agrees that Wilshire Tower maintains a principal entryway off of Army Trail Road which serves the Wilshire Tower Parcel. The Parties agree that

Wilshire Tower reserves, and shall be allowed to retain, the right to maintain this principal ingress/egress, and any Work or other activities undertaken at any time by the County, its employees, agents, contractors, engineers or anyone else acting at the direction of the County under this Amendment, shall not temporarily or permanently close, shutdown, block or eliminate Wilshire Tower's curb cut off of Army Trail Road unless agreed upon by both Parties.

8. The Parties agree that notwithstanding the rights granted under this Amendment, while any Work under this Amendment is being completed, Wilshire Tower's beneficiaries, the beneficiaries' employees, agents, patrons, tenants and invitees shall have full access to the Wilshire Tower Parcel. In this regard, no rights granted under this Amendment shall allow the County to temporarily or permanently close, shutdown, block or prohibit Wilshire Tower's beneficiaries, the beneficiaries' employees, agents, patrons, tenants and invitees ingress or egress to the Wilshire Tower Parcel unless previously agreed to in writing between the Parties.

9. The County hereby agrees to indemnify, hold harmless and defend Wilshire Tower and its beneficiaries, members, successors and assigns, to the extent permitted by law, from any and all losses, causes of action, property or bodily injury, liability and all claims associated with, or in any way derivative of, the County's Work or the failure to perform all obligations imposed on it under this Amendment including, but not limited to, the functional failure of the stormwater storage and compensatory floodplain system that is the subject of this Amendment .

10. The County hereby agrees to have its contractors and any other person or entity performing any Work hereunder, indemnify, defend and hold Wilshire Tower, its members, beneficiaries, employees, agents, patrons, tenants and invitees, harmless from and against any and all losses, causes of action, property or bodily injury, liability and all claims which may be asserted against Wilshire Tower due to any Work, the failure to pay for any part of the Work, or any other operations or activities performed under this Amendment by the County, its employees, agents, contractors, engineers or anyone else acting at the direction of the County. This paragraph specifically replaces paragraph 6 in the Permanent Easement.

11. Upon completion of the Work, the County shall, at its sole cost and expense, fully restore all disturbed areas within the Permanent Access Easement as defined in the Settlement Agreement as best as possible to their natural condition existing as of the date of execution of this Amendment.

12. While any Work is being performed, the County shall be required to post reasonable signage directing and providing for the safe and orderly ingress and egress of the Wilshire Tower's beneficiaries, the beneficiaries' employees, agents, patrons, tenants and invitees to the Wilshire Tower Parcel and apartments located thereon.

13. Any modification of this Amendment, the Permanent Easement or any additional obligations assumed by any Party shall be binding only if evidenced in writing and signed by both Wilshire Tower and the County.

14. This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of Illinois.

15. In the event of any controversy, claim or dispute relating to this Amendment or its breach, the Parties shall each pay their own costs and expenses, inclusive of attorney fees and costs. This paragraph specifically replaces paragraph 12 in the Permanent Easement.

16. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

17. This Amendment, the Permanent Easement or any additional obligations or promises assumed by any Party in this Amendment shall be a covenant running with the land and shall be binding upon the Wilshire Tower and the County and any of their lessees, successors in interest, heirs, devisees and assigns from and after the date of execution by the Parties.

18. This Amendment shall be recorded by the County with the DuPage County Recorder's Office, at the County's sole cost and expense.

[SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, Wilshire Tower and the County have affixed their authorized signatures as set forth below.

GRANTOR:

WILSHIRE TOWER SPE LLC, a Delaware limited liability company

BY: _____

ITS: _____

Date

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of WILSHIRE TOWER SPE LLC, a Delaware limited liability company, 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 severally acknowledged that as such _____, he signed and delivered the said instrument and caused the corporate seal of said Illinois limited liability company to be affixed thereto, pursuant to authority given by the Board of Directors of said Illinois limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

GRANTEE:

COUNTY OF DUPAGE, an Illinois body and
corporate and politic

BY: _____

ITS: _____

ATTEST: _____

ITS: _____

Date

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of COUNTY OF DUPAGE, an Illinois body and corporate and politic, 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 severally acknowledged that as such _____, he signed and delivered the said instrument and caused the corporate seal of said Illinois limited liability company to be affixed thereto, pursuant to authority given by the Board of Directors of said Illinois limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

EXHIBIT A
Permanent Easement Agreement
R2005-078970

EXHIBIT A

DuPage County
Route: Army Trail Road
Section: 97-00286-01-WR
County: DuPage
PIN: 02-23-300-019; 02-23-300-021
Parcel: 100PE
Owner: LaSalle Bank National Association, Trust No. 126808



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
APR. 18, 2005 2:59 PM
OTHER 02-23-300-019
020 PAGES R2005-078970

CNR: 201 REGENCY DR., BLOOMINGDALE, IL

AGREEMENT CONCERNING LAND FOR A PERMANENT EASEMENT

This Permanent Easement (hereinafter "Easement") is hereby entered into by and between, Grantor, **LASALLE BANK NATIONAL ASSOCIATION**, as Trustee under the provisions of a certain Trust Agreement dated September 29, 2000 and known as Trust No. 126808 and the **COUNTY OF DU PAGE**, an Illinois body corporate and politic, ("County") in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The Grantor and County are hereafter sometime individually referred as a "Party" and collectively referred to as the "Parties".

201

WHEREAS, Grantor is the owner in fee simple of certain real property described and depicted in **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the County seeks to acquire, by condemnation, an Easement over the real estate described and depicted in **Exhibit B** attached hereto for the purposes of making certain stormwater improvements, including: storm sewers; pipe culverts and appurtenances; grading; tree and brush removal; placement of topsoil, seeding, trees and shrubs; for the purposes of providing stormwater detention, compensatory stormwater storage, riparian environment, and/or wetlands, in conjunction with its roadway improvement known as CH 11/Army Trail Road (Regency to Swift), Sec. 97-00286-01-WR; and

WHEREAS, Grantor and the County have reached an agreement as to the terms and conditions of the Easement to be granted and all Parties agree to be bound thereby as specified below.

1. Grantor hereby grants a permanent non-exclusive right, easement, privilege, right to enter and re-enter upon the property described and depicted in Exhibit B attached hereto and incorporated herein, unto the County of DuPage, for the use of DuPage County, its employees, agents, contractors and engineers, for the installation, reinstallation, maintenance, repair, construction and reconstruction, relocation and/or improvement of certain stormwater improvements, including: storm sewers; pipe culverts and appurtenances; grading; tree and brush removal; placement of topsoil, seeding, trees and shrubs; for the purpose of providing stormwater detention, compensatory stormwater storage, riparian environment, and/or wetlands. All such work and construction shall be performed in strict accordance with the construction plans dated April 30, 2004 prepared by Civiltech, true and accurate copies of which have been delivered to Grantor (**Exhibit C** to this Easement).

County of DuPage/Town Management
Permanent Easement

1



3/22/05

2. The County shall be prohibited from using the area subject to this Easement for storage of materials or equipment, or any other use or purpose not expressly set forth herein.

3. The County agrees that the Permanent and Non-Exclusive Easement to Parcel 100 PE shall be used by the County for the limited purpose of constructing stormwater management facilities, and that said facilities:

- i) Shall be constructed consistent with the engineering specifications set forth in Exhibit C to this Easement; and
- ii) Shall provide, in addition to stormwater management needs for Army Trail Road improvements, an additional volume of stormwater storage to the benefit of the remainder parcel to accommodate an additional 1.7 acres of impermeable surface to be added to the remainder parcel; and
- iii) Shall be engineered, modeled, and submitted to the Village of Bloomingdale stormwater administrator for written confirmation that the remainder parcel shall have the approved engineering authorization to expand pool parking, and recreational facilities of up to 1.7 acres of additional impermeable surface without further modification of stormwater infrastructure; and
- iv) That the County shall pay Grantor an additional \$40,000.00 in exchange for Grantor (or their Successors and Assigns) accepting permanent maintenance responsibility for the entire stormwater management improvement, including both the storage serving the remainder parcel, and the storage serving Army Trail Road.
- v) It shall be the Grantee's obligation to assure that all plantings referenced in Exhibit G to the Stipulated Quick-Take Agreement (Landscape Plan) have been planted, and successfully established before Grantor assumes maintenance responsibility as referenced in paragraph (iv) above.

4. The County further acknowledges and agrees that Grantor maintains a principal entryway off of Army Trail Road which serves the overall property owned by Grantor located at 201 Regency Drive, Bloomingdale, Illinois and improved with the Wilshire Towers apartment development. The Parties agree that Grantor reserves, and shall be allowed to retain, the right to maintain this principal ingress/egress, and any construction or other work performed by the County, as part of any phase of this Project, its agents or contractors, shall not eliminate Grantor's curb cut from Army Trail Road.

5. The Parties further acknowledge and agree that notwithstanding the rights granted under this Easement, while this Easement is in effect, Grantor's beneficiary(ies) and its beneficiary(ies)' employees, agents, patrons, tenants and invitees, shall have full access to the overall property, commonly known as 201 Regency Drive, Bloomingdale, Illinois, owned by Grantor and which the Parties acknowledge includes an apartment development known as

Wilshire Towers. In this regard, no rights granted under this Easement shall allow the County to close, shutdown or prohibit Grantor's beneficiary(ies) or its beneficiary(ies)' employees, agents, patrons, tenants and invitees, ingress or egress to said property.

6. The County, to the extent allowed by law, hereby agrees to indemnify, defend and hold Grantor, its beneficiary, as well as any and all of the beneficiary(ies) of Grantor's employees, agents, patrons, tenants and invitees, harmless from and against any and all claims and liability which may be asserted against the Grantor due to any work, operations or any other activity performed under this Easement by the County, its employees, agents contractors and engineers. The Grantor agrees to give prompt notice to the County of any such claim which may be made against Grantor, and the County will cause such claim to be defended provided, however, that Grantor shall provide reasonable cooperation with the County and its counsel in connection with such defense, at no cost to Grantor.

7. Upon completion of the improvements set forth herein, the County shall, at its sole expense, fully restore all disturbed areas as best as possible to their natural condition existing as of the date of execution of this Easement, unless modified by the Plan listed in paragraph 1 herein.

8. All work to be performed by the County under this Easement shall be done in a good and workmanlike manner, at the sole expense of the County, in strict conformity with the construction plans and specifications dated April 30, 2004 prepared by Civiltech (Exhibit C to this Easement)..

9. During the term of the Easement and until the completion of all work contemplated hereunder, the County shall be required to post reasonable signage directing and providing for the safe and orderly ingress and egress of Grantor's beneficiary(ies) and its beneficiary(ies)' employees, agents, patrons, tenants, and invitees to Grantor's overall property located at 201 Regency Drive, Bloomingdale, Illinois, and the Wilshire Tower apartments located thereon.

10. Any modification of this Easement or additional obligations assumed by any parties subject to or affected by this Easement, shall be binding only if evidenced in writing and signed by the parties subject to said modification.

11. It is expressly agreed that this Easement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois.

12. In the event of any controversy, claim or dispute relating to this Easement or to this instrument or its breach, the prevailing parties shall be entitled to recover its reasonable expenses, inclusive of attorney's fees and costs.

IN WITNESS WHEREOF, Grantor and County have affixed their authorized signatures as set forth below.

LASALLE BANK NATIONAL ASSOCIATION,
as Trustee under the provisions of a certain Trust Agreement dated September 29, 2000 and known as Trust No. 126808 and not personally (See Land trust Exculpatory Rider attached hereto and made a part hereof)

BY: **Signature on File** _____

ITS: Vice President _____

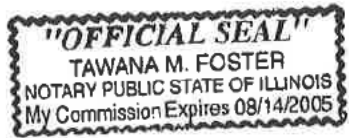
March 23rd, 2005
Date

**Attestation not required by
LaSalle Bank National Association
Bylaws**

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 Deborah Berg, a Vice President of LaSalle Bank National Association, and N/A, a N/A, of said LaSalle Bank National Association, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee for the uses and purposes, therein set forth and the said N/A of said corporation did also then and there acknowledge that he/she as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act of said corporation, as Trustee for the uses and purposes therein set forth.

Given under my hand and official seal this 23rd day of March, 2005.



Signature on File

COUNTY OF DU PAGE, an Illinois body
corporate and politic

BY: **Signature on File** _____

ITS: Attorney _____

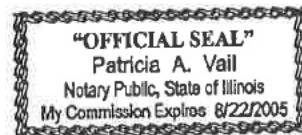
4-1-05
Date

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 Robert E. Douglas personally known to me to be the
Assistant States Attorney of the County of DuPage and
attorney, 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 severally acknowledged that as such _____ and
_____, they signed and delivered the said instrument and caused the
corporate seal of said corporation to be affixed thereto, pursuant to the authority give by the
Board of DuPage County of said 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 official seal this 1st day of April,
2004.5

Signature on File



LAND TRUST EXCULPATORY RIDER

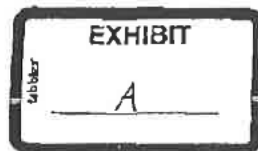
This instrument is executed by the Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee under provisions of that certain Trust referenced by the trust agreement date and trust number in said instrument. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument. Trustee has executed this document only for the purposes of binding title of the property contained in said Trust to the terms of this instrument and enforcement of any default provisions contained herein against the Trustee or Trust shall be limited to the property held in said Trust. Trustee does not warrant, indemnify or defend title nor is it responsible for any environmental damage.

Trustee is not entitled to receive any avails, earnings or proceeds, that right being reserved specifically in the trust agreement to the beneficiary(ies) thereof. Therefore any reference herein regarding compensation or rights to proceeds while stated to be those of the Trustee as Grantor should be construed to be those of the beneficiary(ies) of said Trust.

Trustee does not manage or control said property and any reference to any issues pertaining to management or control, including but not limited to access to the premises, maintenance of the property or notices to be provided by the Trustee as Grantor shall be construed to be the responsibility of the beneficiary(ies) of said Trust.

THAT PART OF LOTS 1 AND 2 (TAKEN AS A SINGLE TRACT) WHICH LIES NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF ARMY TRAIL ROAD AS DEDICATED BY DOCUMENT 420985, IN MARQUARDT'S ASSESSMENT PLAT OF PART OF SECTIONS 23 AND 26, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 704124, EXCEPT THEREFROM THE EASTERLY 647.22 FEET OF THE WESTERLY 677.58 FEET (BOTH AS MEASURED ON THE NORTHERLY AND SOUTHERLY LINES THEREOF) OF THE SOUTHERLY 175.00 FEET (AS MEASURED ON THE EAST AND WEST LINES THEREOF), IN DU PAGE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 02-23-300-019; 02-23-300-021





PIN Number: 02-23-300-021

Parcel Number: 100PE.

Owners Name: American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dated November 1, 1974 and known as Trust Number 77944

THAT PART OF LOTS 1 AND 2 (TAKEN AS A SINGLE TRACT) WHICH LIES NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF ARMY TRAIL ROAD AS DEDICATED BY DOCUMENT 372923, IN MARQUARDT'S ASSESSMENT PLAT OF PART OF SECTIONS 23 AND 26, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 704124, EXCEPT THEREFROM THE EASTERLY 647.22 FEET OF THE WESTERLY 677.58 FEET (BOTH AS MEASURED ON THE NORTHERLY AND SOUTHERLY LINES THEREOF) OF THE SOUTHERLY 175.00 FEET (AS MEASURED ON THE EAST AND WEST LINES THEREOF), DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 03 DEGREES 28 MINUTES 06 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 5.62 FEET FOR A POINT OF BEGINNING; THENCE NORTH 82 DEGREES 08 MINUTES 17 SECONDS WEST, DISTANCE OF 79.47 FEET; THENCE NORTH 81 DEGREES 36 MINUTES 16 SECONDS WEST, A DISTANCE OF 112.21 FEET; THENCE NORTH 81 DEGREES 19 MINUTES 12 SECONDS WEST, A DISTANCE OF 215.88 FEET; THENCE SOUTH 79 DEGREES 59 MINUTES 25 SECONDS WEST, A DISTANCE OF 11.86 FEET TO A POINT INTERSECTING THE WESTERLY LINE OF THE EASTERLY 647.22 FEET OF SAID LOT 2 WITH THE SOUTHERLY LINE OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 41 SECONDS EAST, ALONG SAID WESTERLY LINE OF LOT 2, A DISTANCE OF 9.31 FEET; THENCE SOUTH 31 DEGREES 23 MINUTES 34 SECONDS EAST, A DISTANCE OF 12.47 FEET; THENCE NORTH 85 DEGREES 55 MINUTES 59 SECONDS EAST, A DISTANCE OF 121.25 FEET; THENCE NORTH 08 DEGREES 46 MINUTES 30 SECONDS EAST, DISTANCE OF 10.80 FEET; THENCE SOUTH 81 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 63.39 FEET; THENCE NORTH 44 DEGREES 05 MINUTES 34 SECONDS EAST, A DISTANCE OF 98.09 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 113.00 FEET, AN ARC DISTANCE OF 89.57, SUBTENDING A CHORD BEARING NORTH 21 DEGREES 23 MINUTES 04 SECONDS EAST; THENCE NORTH 01 DEGREE 19 MINUTES 26 SECONDS WEST, A DISTANCE OF 437.13 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5.00 FEET, AN ARC DISTANCE OF 7.73, SUBTENDING A CHORD BEARING NORTH 42

DEGREES 57 MINUTES 55 SECONDS EAST; THENCE NORTH 87 DEGREES 15 MINUTES 16 SECONDS EAST, A DISTANCE OF 15.41 FEET; THENCE NORTH 09 DEGREES 28 MINUTES 17 SECONDS WEST, A DISTANCE OF 49.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 34.50 FEET, AN ARC DISTANCE OF 21.87 FEET, SUBTENDING A CHORD BEARING NORTH 27 DEGREES 37 MINUTES 50 SECONDS WEST; THENCE NORTH 45 DEGREES 47 MINUTES 22 SECONDS WEST, A DISTANCE OF 152.78 FEET; THENCE NORTH 01 DEGREE 16 MINUTES 06 SECONDS WEST, A DISTANCE OF 182.00 FEET TO NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 88 DEGREES 43 MINUTES 54 SECONDS EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 176.41 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE SOUTH 03 DEGREES 28 MINUTES 06 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 1031.61 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 133,827 SQUARE FEET OR 3.072 ACRES MORE OR LESS

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SECTION	FOOTING	DATE
97-00286-01-01	01	11/11/03
DETAIL		

PLANTING PROCEDURE FOR BALLED AND BURLAPPED OR CONTAINER GROWN TREES AND SHRUBS

1. Place the tree in the hole with the root ball centered. The hole should be 2 inches in depth.
2. Fill the hole with soil, packing it around the root ball. The soil should be 2 inches in depth.
3. Water the tree thoroughly. The water should be 2 inches in depth.
4. Apply a 2-inch layer of mulch around the base of the tree. The mulch should be 2 inches in depth.
5. Check the tree for any damage or signs of stress. The tree should be 2 inches in depth.
6. Final inspection of the tree. The tree should be 2 inches in depth.

NRCS
E-145

TREE PROTECTION USING TEMPORARY FENCE

POST AND FENCE DETAIL

NOTES:
1. The fence shall be located a minimum of 4 feet from the drip line of the tree to be protected and shall be made of 1/2 inch x 1/2 inch posts.

VEGETATED CHANNEL TYPICAL SECTION

STONE CHECK DAM

SECTION A-A

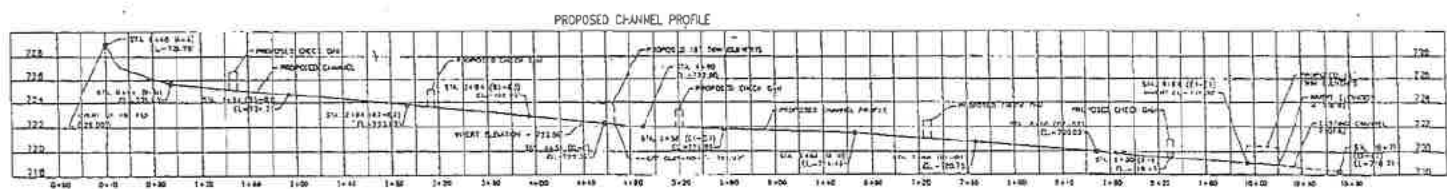
NOTES:
1. The stone check dam for vegetated channels is as specified in the plan.

GOOSE NETTING DETAIL

PLAN

PROFILE

NOTES:
1. The netting shall be made of 1/2 inch x 1/2 inch galvanized steel mesh. The netting shall be placed over the channel bed and shall be secured to the channel walls. The netting shall be 2 feet in depth.



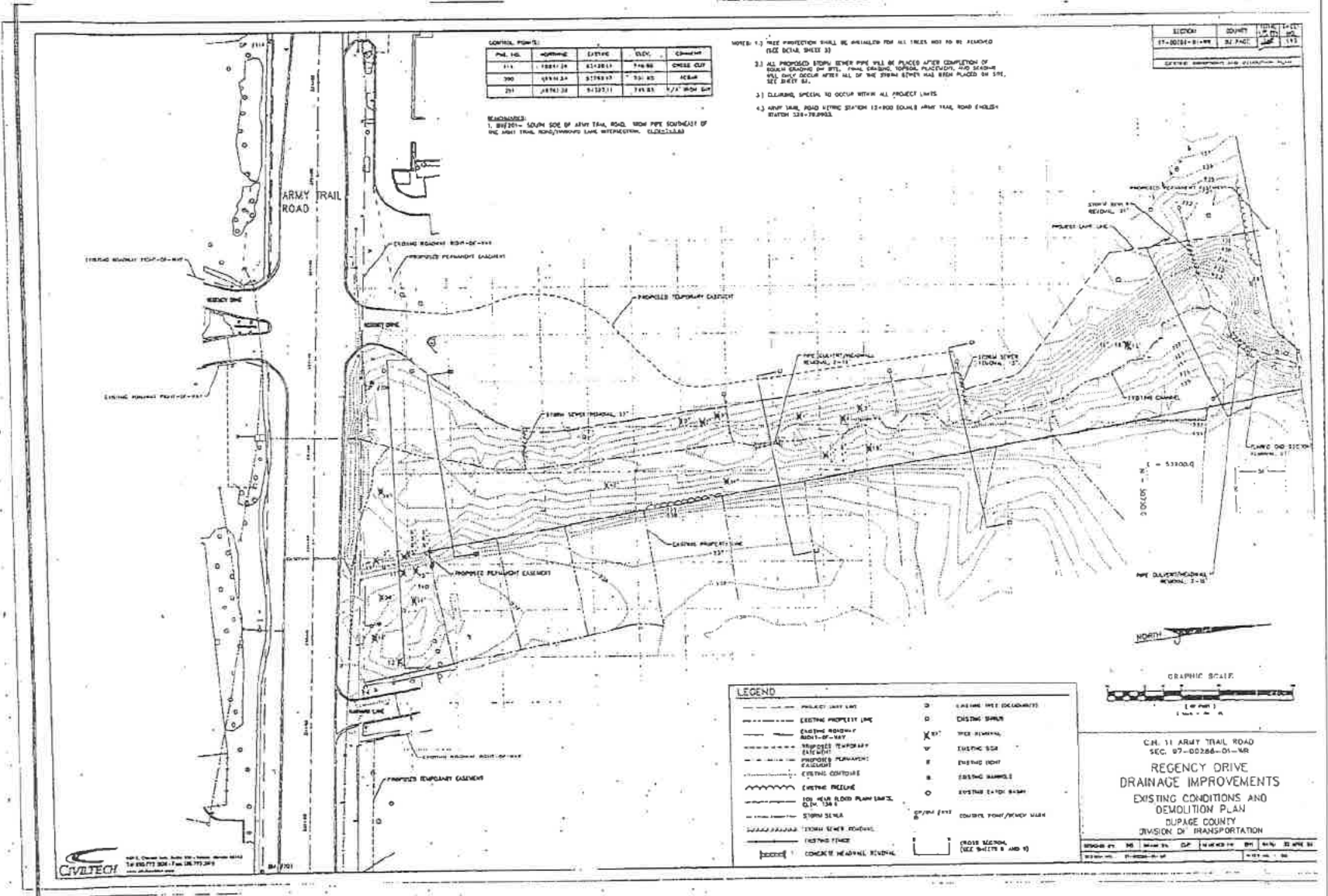
CIL 11 ARMY TRAIL ROAD
SFC 97-00286-01-MR

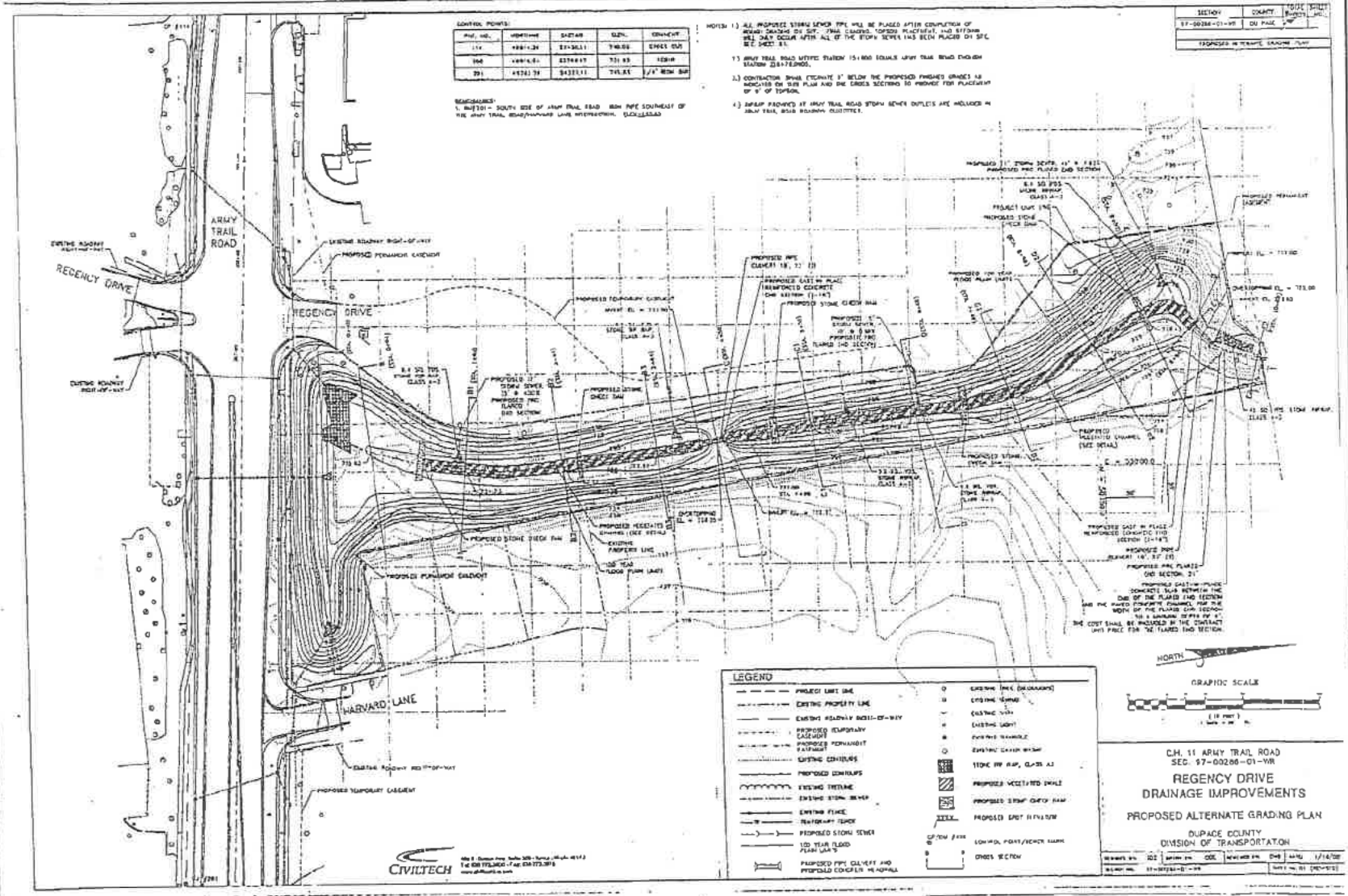
**REGENCY DRIVE
DRAINAGE IMPROVEMENTS**

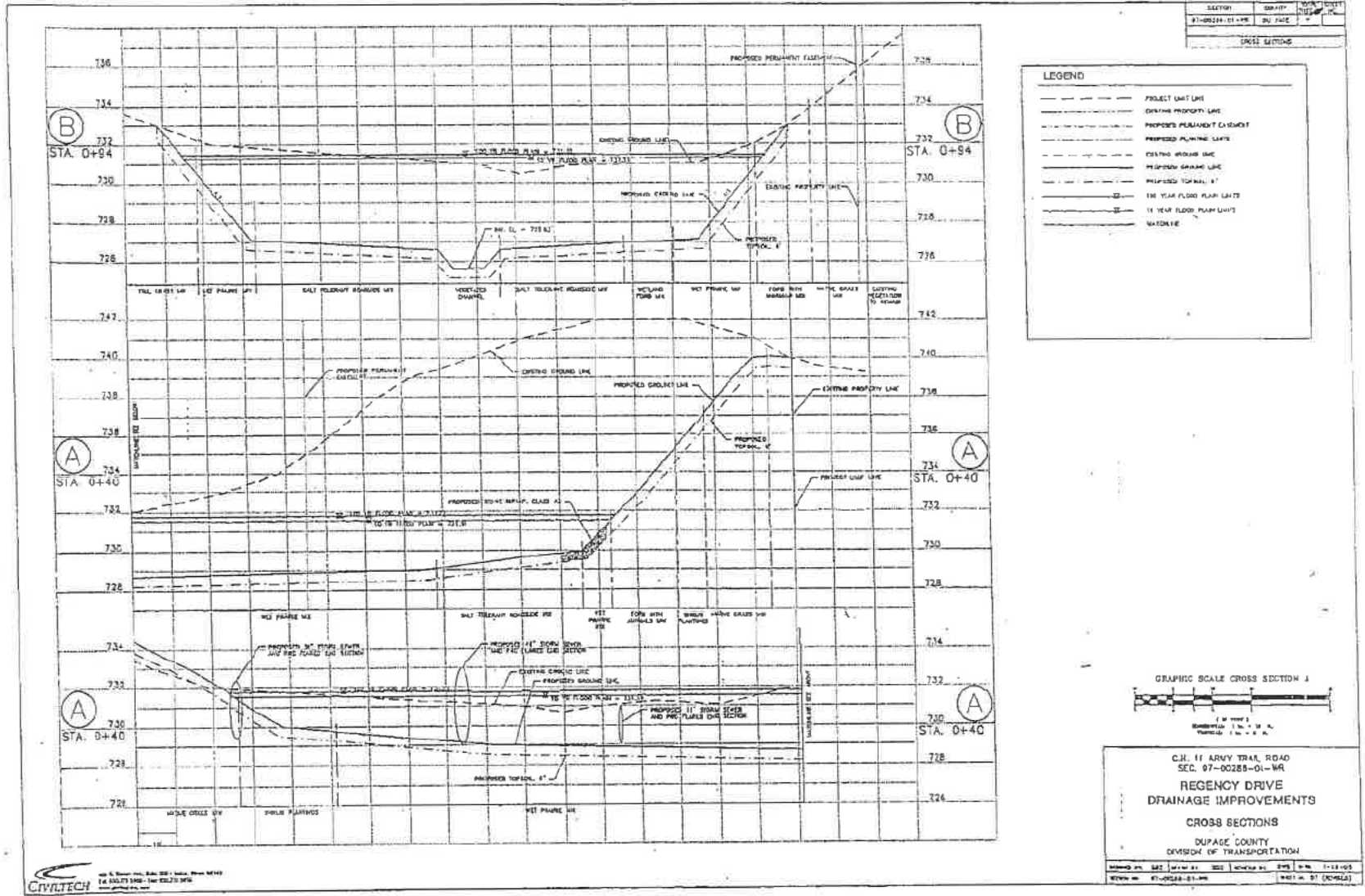
DETAILS

DUPAGE COUNTY
DIVISION OF TRANSPORTATION

11/11/03
SFC 97-00286-01-MR
SHEET NO. 14 (REVISED)



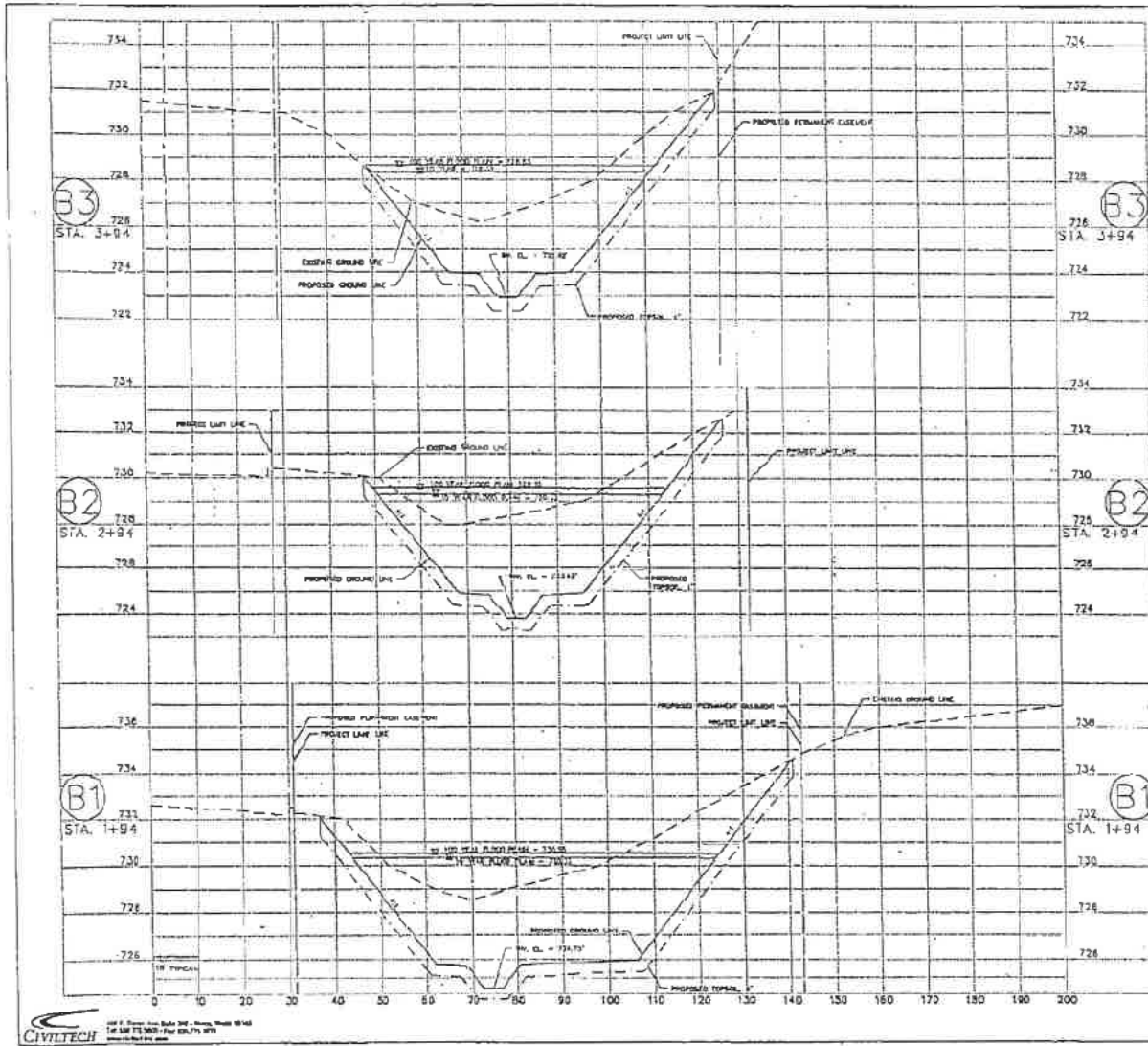




FRED BUCHOLZ

R2005-078970

DUPAGE COUNTY RECORDER



LEGEND

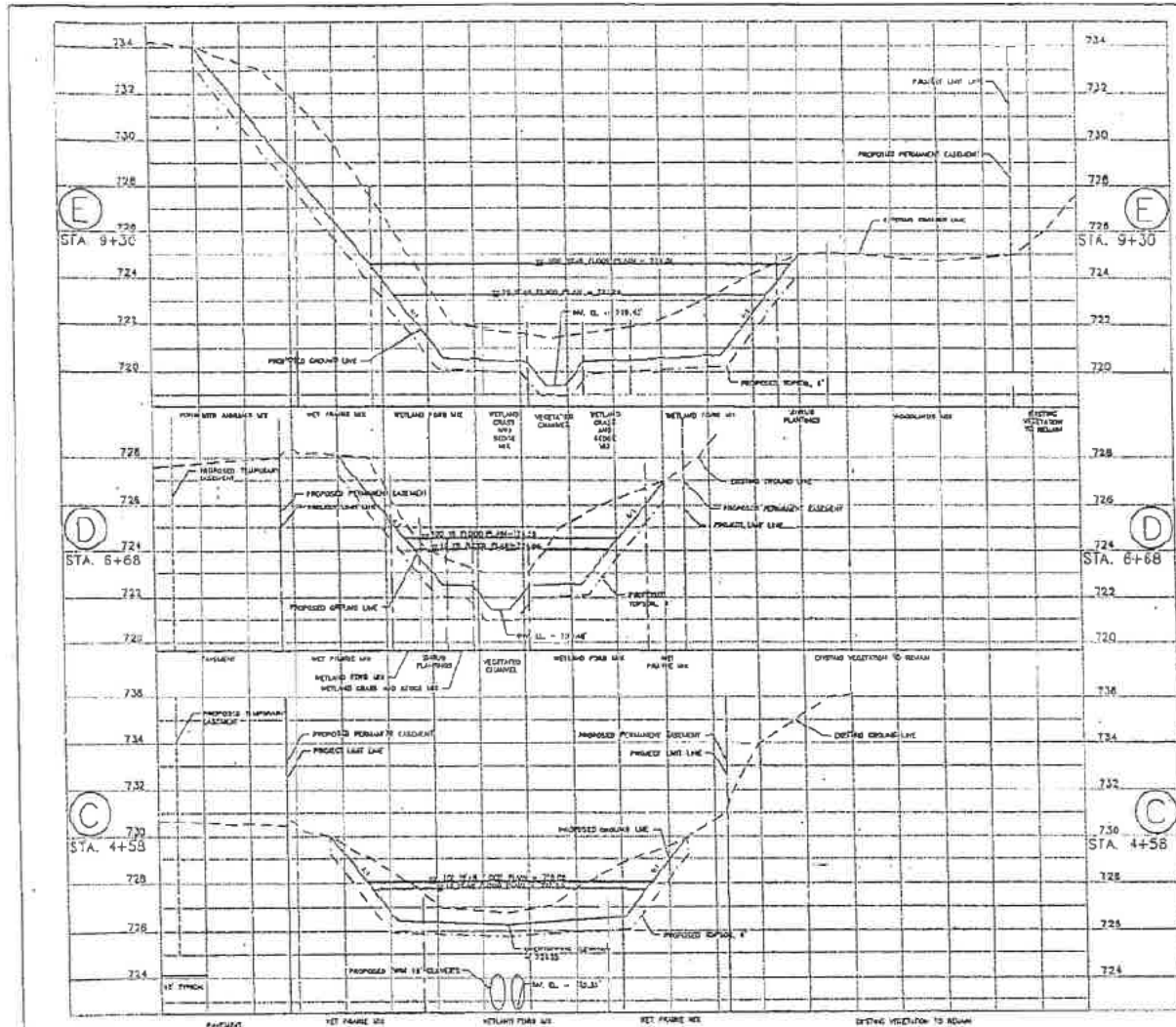
—	PROJECT LIMIT LINE
- - - - -	EXISTING PROPERTY LINE
- - - - -	PROPOSED PERMANENT EASEMENT
- - - - -	PROPOSED TEMPORARY EASEMENT
- - - - -	PROPOSED PLACING LIMIT
- - - - -	EXISTING GROUND LINE
- - - - -	PROPOSED GROUND LINE
- - - - -	PROPOSED RIGHT-OF-WAY
—	100 YEAR FLOOD PLAIN LIMITS
—	15 YEAR FLOOD PLAIN LIMITS



CH. 11 ARMY TRAIL ROAD
 SEC. 97-00785-01-W1
REGENCY DRIVE
DRAINAGE IMPROVEMENTS
 CROSS SECTIONS
 DUPAGE COUNTY
 DIVISION OF TRANSPORTATION

DESIGNED BY: [] DRAWN BY: [] CHECKED BY: [] DATE: []
 REVISION NO. 07-00000-01-00 SHEET NO. 20-A

CIVILTECH
 101 E. Greenwood Ave. Suite 200, Aurora, Illinois 60004
 Tel: 630.770.0000 Fax: 630.770.0001
 www.civiltech.com

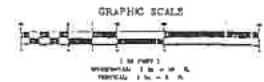


SECTION	COUNTY	TRACED
87-00218-01-WR	NO. 0422	0017

CROSS SECTION

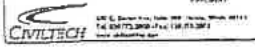
LEGEND

- PROJECT LIMIT LINE
- EXISTING PROPERTY LINE
- PROPOSED PERMANENT EASEMENT
- PROPOSED PERMANENT EASEMENT
- PROPOSED PLACING LIMITS
- EXISTING CHANNEL LINE
- PROPOSED CHANNEL LINE
- PROPOSED TYPICAL 1'
- 100 YEAR FLOOD PLAY LIMITS
- 10 YEAR FLOOD PLAY LIMITS



C.M. 11 ARMY TRAIL ROAD
 SEC. 97-00286-01-WR
REGENCY DRIVE
 DRAINAGE IMPROVEMENTS
 CROSS SECTIONS
 DUPAGE COUNTY
 DIVISION OF TRANSPORTATION

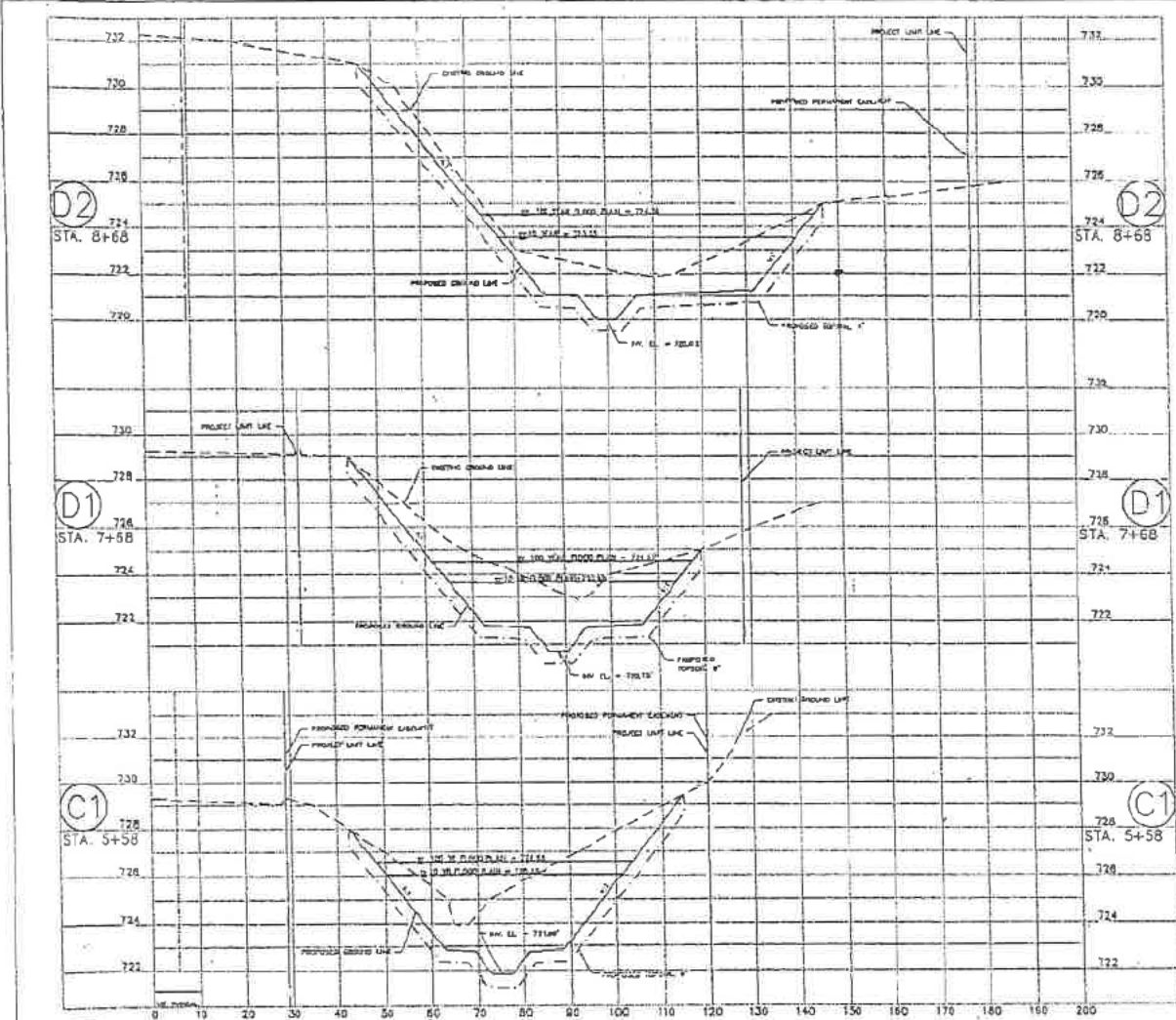
DESIGNED BY: S.E. LUTHELMAN, P.E. DATE: 10/13/04
 DRAWN BY: J.L. KISSER, P.E. DATE: 10/13/04



FRED BUCHOLZ

R2005-078970

DUPAGE COUNTY RECORDER

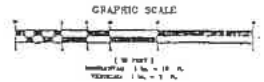


SECTION	SHEET	TOTAL SHEETS
81-00284-01-WR	20	20

CROSS SECTION

LEGEND

- PROJECT LIMIT LINE
- EXISTING GROUND LINE
- PROPOSED GROUND LINE
- PROPOSED STORM SEWER LINE
- PROPOSED STORM SEWER INVERT
- EXISTING GROUND LINE
- PROPOSED GROUND LINE
- PROPOSED STORM SEWER LINE
- PROPOSED STORM SEWER INVERT
- 100 YEAR FLOOD PLAIN LIMIT
- 10 YEAR FLOOD PLAIN LIMIT



C.J. 11 ARMY TRAIL ROAD
 SEC. 07-00284-01-WR
**REGENCY DRIVE
 DRAINAGE IMPROVEMENTS**
 CROSS SECTION
 DUPAGE COUNTY
 DIVISION OF TRANSPORTATION

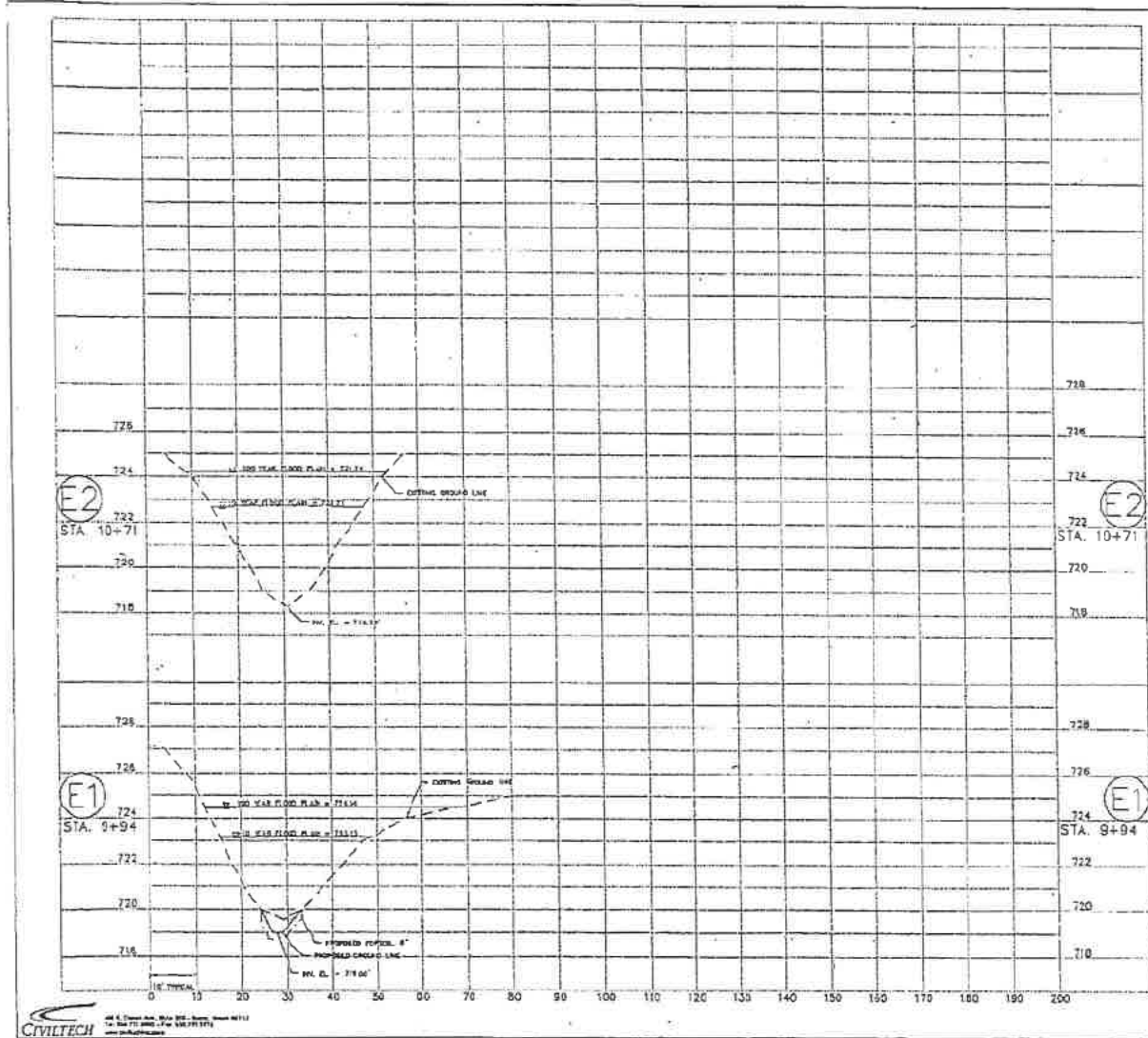
18 INCHES WIDE SHEET
 SECTION NO. 81-00284-01-WR SHEET NO. 20

CIVILTECH
 101 E. Lincoln Ave. Suite 100, Naperville, IL 60563-1010
 TEL: 630.771.3400 FAX: 630.771.3181
 www.civiltech.com

FRED BUCHHOLZ

R2005-078970

DUPAGE COUNTY RECORDER



SHEET	DATE	PROJECT NO.
BY: FRED BUCHHOLZ	01/11/05	07-00208-01-WR
CROSS SECTION		

LEGEND

-----	PROJECT LIMIT LINE
-----	EXISTING PROPERTY LINE
-----	PROPOSED PROPERTY EAVESLINE
-----	EXISTING PROPERTY EAVESLINE
-----	PROPOSED PLUMBING EAVES
-----	EXISTING PLUMBING EAVES
-----	PROPOSED GRADING LINE
-----	EXISTING GRADING LINE
-----	PROPOSED TOPSOIL 1"
-----	100 YEAR FLOOD PLAIN LIMITS
-----	10 YEAR FLOOD PLAIN LIMITS



C.I.L. 11 ARMY TRAIL ROAD
 SEC. 97-00208-01-WR
**REGENCY DRIVE
 DRAINAGE IMPROVEMENTS**
 CROSS SECTIONS
 DUPAGE COUNTY
 DIVISION OF TRANSPORTATION

DESIGNED BY: FRED BUCHHOLZ	CHECKED BY: JIM WOOD	DATE: 01/11/05
DRAWN BY: FRED BUCHHOLZ	SCALE: AS SHOWN	PROJECT NO.: 07-00208-01-WR

CIVILTECH
 404 S. Green Ave., Suite 200, Naperville, IL 60563
 Tel: 630-771-0000, Fax: 630-771-0001
 www.civiltech.com

EXHIBIT B
Permanent Easement Area
Legal description and depiction

EXHIBIT B

PIN Number: 02-23-300-021

Parcel Number: 100PE

Owners Name: American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dated November 1, 1974 and known as Trust Number 77944

THAT PART OF LOTS 1 AND 2 (TAKEN AS A SINGLE TRACT) WHICH LIES NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF ARMY TRAIL ROAD AS DEDICATED BY DOCUMENT 372923, IN MARQUARDT'S ASSESSMENT PLAT OF PART OF SECTIONS 23 AND 26, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 704124, EXCEPT THEREFROM THE EASTERLY 647.22 FEET OF THE WESTERLY 677.58 FEET (BOTH AS MEASURED ON THE NORTHERLY AND SOUTHERLY LINES THEREOF) OF THE SOUTHERLY 175.00 FEET (AS MEASURED ON THE EAST AND WEST LINES THEREOF), DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 03 DEGREES 28 MINUTES 06 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 5.62 FEET FOR A POINT OF BEGINNING; THENCE NORTH 82 DEGREES 08 MINUTES 17 SECONDS WEST, DISTANCE OF 79.47 FEET; THENCE NORTH 81 DEGREES 36 MINUTES 16 SECONDS WEST, A DISTANCE OF 112.21 FEET; THENCE NORTH 81 DEGREES 19 MINUTES 12 SECONDS WEST, A DISTANCE OF 215.88 FEET; THENCE SOUTH 79 DEGREES 59 MINUTES 25 SECONDS WEST, A DISTANCE OF 11.86 FEET TO A POINT INTERSECTING THE WESTERLY LINE OF THE EASTERLY 647.22 FEET OF SAID LOT 2 WITH THE SOUTHERLY LINE OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 41 SECONDS EAST, ALONG SAID WESTERLY LINE OF LOT 2, A DISTANCE OF 9.31 FEET; THENCE SOUTH 31 DEGREES 23 MINUTES 34 SECONDS EAST, A DISTANCE OF 12.47 FEET; THENCE NORTH 85 DEGREES 55 MINUTES 59 SECONDS EAST, A DISTANCE OF 121.25 FEET; THENCE NORTH 08 DEGREES 46 MINUTES 30 SECONDS EAST, DISTANCE OF 10.80 FEET; THENCE SOUTH 81 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 63.39 FEET; THENCE NORTH 44 DEGREES 05 MINUTES 34 SECONDS EAST, A DISTANCE OF 98.09 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 113.00 FEET, AN ARC DISTANCE OF 89.57, SUBTENDING A CHORD BEARING NORTH 21 DEGREES 23 MINUTES 04 SECONDS EAST; THENCE NORTH 01 DEGREE 19 MINUTES 26 SECONDS WEST, A DISTANCE OF 437.13 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5.00 FEET, AN ARC DISTANCE OF 7.73, SUBTENDING A CHORD BEARING NORTH 42

DEGREES 57 MINUTES 55 SECONDS EAST; THENCE NORTH 87 DEGREES 15 MINUTES 16 SECONDS EAST, A DISTANCE OF 15.41 FEET; THENCE NORTH 09 DEGREES 28 MINUTES 17 SECONDS WEST, A DISTANCE OF 49.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 34.50 FEET, AN ARC DISTANCE OF 21.87 FEET, SUBTENDING A CHORD BEARING NORTH 27 DEGREES 37 MINUTES 50 SECONDS WEST; THENCE NORTH 45 DEGREES 47 MINUTES 22 SECONDS WEST, A DISTANCE OF 152.78 FEET; THENCE NORTH 01 DEGREE 16 MINUTES 06 SECONDS WEST, A DISTANCE OF 182.00 FEET TO NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 88 DEGREES 43 MINUTES 54 SECONDS EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 176.41 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE SOUTH 03 DEGREES 28 MINUTES 06 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 1031.61 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 133,827 SQUARE FEET OR 3.072 ACRES MORE OR LESS

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EXHIBIT C
MUTUALLY APPROVED PLANS

P.I.N. 02-23-300-019 & 02-23-300-021

Parcel (old 100TE)	County DuPage
--------------------	------------------

Route: Army Trail Road

Section 97-00286-01-WR

Owner: LaSalle Bank National Association, Trust No. 126808

EXHIBIT E

FOR RECORDER'S USE ONLY

GRANT OF PERMANENT EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, _____, as _____, of the County of DuPage, and the State of Illinois, for and in consideration of One and 00/100's (\$1.00) Dollars, hereby represent that they own the fee simple title to and grant the right, easement and privilege to enter upon the following described land unto the **COUNTY OF DU PAGE**, an Illinois body corporate and politic, State of Illinois, Grantee, for the use of the County of DuPage, its employees, representatives, agents, contractors and engineers, for the purpose of inspecting, maintaining, repairing, improving, and/or modifying the permanent easement area on, over and through the following described real estate:

**LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND INCORPORATED
HEREIN BY REFERENCE**

Grantee shall have the perpetual right to enter or reenter the above-described premises for the purpose of performing maintenance inspections, repairs or replacements within the permanent easement area. Said inspections, maintenance, repairs, improvements and/or modifications to be done at the expense of the County of DuPage. The Grantee shall restore to substantially its former condition any portion of the Grantor's property which is disturbed or altered in any manner by the Grantee, at the Grantee's cost and expense.

To have and to hold the same for the uses and purposes hereinafter set forth, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois.

Dated this ____ day of _____, 20__.

Signature

Signature

Print Name

Print Name

STATE OF ILLINOIS)
)SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ the persons whose names are subscribed to this GRANT OF PERMANENT EASEMENT are personally known to me to be duly authorized officers of Wilshire Tower SPE LLC and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said corporation and caused the corporate seal to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2023.

Notary Public

Commission expires _____

This instrument was prepared by:
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

Submitted by and mail to:
DuPage County Division of Transportation
Attn: Theresa Smith
421 N. County Farm Road
Wheaton, IL 60187

**EXHIBIT A
LEGAL DESCRIPTION**

EXHIBIT A (legal of Exhibit E)

PIN Number: 02-23-300-021

Parcel Number: 100TE

Owners Name: American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dated November 1, 1974 and known as Trust Number 77944

THAT PART OF LOTS 1 AND 2 (TAKEN AS A SINGLE TRACT) WHICH LIES NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF ARMY TRAIL ROAD AS DEDICATED BY DOCUMENT 372923, IN MARQUARDT'S ASSESSMENT PLAT OF PART OF SECTIONS 23 AND 26, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 704124, EXCEPT THEREFROM THE EASTERLY 647.22 FEET OF THE WESTERLY 677.58 FEET (BOTH AS MEASURED ON THE NORTHERLY AND SOUTHERLY LINES THEREOF) OF THE SOUTHERLY 175.00 FEET (AS MEASURED ON THE EAST AND WEST LINES THEREOF), DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 03 DEGREES 28 MINUTES 06 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 5.62; THENCE NORTH 82 DEGREES 08 MINUTES 17 SECONDS WEST, DISTANCE OF 79.47 FEET; THENCE NORTH 81 DEGREES 36 MINUTES 16 SECONDS WEST A DISTANCE OF 112.21 FEET; THENCE NORTH 81 DEGREES 19 MINUTES 12 SECONDS WEST, A DISTANCE OF 215.88 FEET; THENCE SOUTH 79 DEGREES 59 MINUTES 25 SECONDS WEST, A DISTANCE OF 11.86 FEET TO A POINT INTERSECTING THE WESTERLY LINE OF THE EASTERLY 647.22 FEET OF SAID LOT 2 WITH THE SOUTHERLY LINE OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 41 SECONDS EAST, ALONG SAID WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 9.31 FEET; THENCE SOUTH 81 DEGREES 23 MINUTES 34 SECONDS EAST, A DISTANCE OF 12.47 FEET; THENCE NORTH 85 DEGREES 55 MINUTES 59 SECONDS EAST, A DISTANCE OF 121.25 FEET; THENCE NORTH 08 DEGREES 46 MINUTES 30 SECONDS EAST, DISTANCE OF 10.80 FEET; THENCE SOUTH 81 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 15.79 FEET FOR A POINT OF BEGINNING; THENCE NORTH 10 DEGREES 47 MINUTES 30 SECONDS EAST, A DISTANCE OF 26.12 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 154.00 FEET, AN ARC DISTANCE OF 69.80 FEET, SUBTENDING A CHORD BEARING NORTH 02 DEGREES 11 MINUTES 36 SECONDS WEST; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 121.00 FEET, AN ARC DISTANCE OF 139.17 FEET, SUBTENDING A CHORD BEARING NORTH 17 DEGREES 46 MINUTES 17 SECONDS EAST; THENCE NORTH 50 DEGREES 43 MINUTES 15 SECONDS EAST, A DISTANCE OF 73.42 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 49.85 FEET, SUBTENDING A CHORD BEARING NORTH 24 DEGREES 45 MINUTES 20 SECONDS EAST;

· THENCE NORTH 01 DEGREE 12 MINUTES 35 SECONDS WEST, A DISTANCE OF 270.63 FEET;
· THENCE NORTH 87 DEGREES 47 MINUTES 25 SECONDS EAST, A DISTANCE OF 23.32 FEET;
· THENCE SOUTH 01 DEGREE 19 MINUTES 26 SECONDS EAST, A DISTANCE OF 437.13 FEET;
· THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 113.00
FEET, AN ARC DISTANCE 89.57 FEET, SUBTENDING A CHORD BEARING SOUTH 21 DEGREES 23
MINUTES 04 SECONDS WEST; THENCE SOUTH 44 DEGREES 05 MINUTES 34 SECONDS WEST, A
DISTANCE OF 98.09 FEET; THENCE NORTH 81 DEGREES 13 MINUTES 30 SECONDS WEST, A
DISTANCE OF 47.60 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 37,397 SQUARE FEET OR 0.859 ACRES MORE OR LESS

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