

RESOLUTION NUMBER 40 - 10

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF  
PRAIRIE LAKES INDUSTRIAL PARK IMPROVEMENTS**

**WHEREAS**, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

**WHEREAS**, it is deemed necessary and desirable for the Village of East Dundee, to authorize the acceptance of the Bill of Sale for the water distribution system, sanitary sewer system, storm sewer system (not including storm water detention facilities), roadways and other public improvements located within the Prairie Lakes Industrial Park.

**WHEREAS**, the Village of East Dundee requires a Maintenance Bond in the amount of 15% of the original construction.

**WHEREAS**, the Maintenance Bond shall be guaranteed for the period of Fifteen (15) months after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period.

**NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:**

**Section One.** That the Village of East Dundee acting by and through its President and Board of Trustees approves and authorizes the acceptance of the Prairie Lakes Industrial Park public improvements.

**Section Two. Severability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**Section Three. Repeal.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

**Section Four. Publication.** This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 1<sup>st</sup> day of November, 2010, pursuant to a roll call vote as follows:

AYES: 6 - Trustees Ruffalo, Lynam, Miller, Cichowski, VanOstenbudge  
NAYES: 0 & President Bartels

ABSENT: 1 - Trustee Gorman

Approved by me this 1<sup>st</sup> day of November 2010.

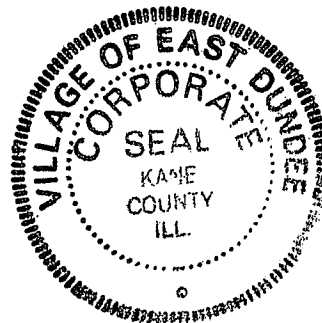
Jerald Bart  
JERALD BARTELS, President

Published in pamphlet form this 8<sup>th</sup> day of November 2010, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Rehberg  
JENNIFER REHBERG, Deputy Village Clerk

Recorded in the Village Records on Nov. 8<sup>th</sup>, 2010.



Prairie Lake Industrial Park, Inc.  
P.O. Box 869  
Dundee, IL 60118-0869  
Telephone: 847-741-0112  
Fax: 847-741-9422

August 26, 2010

Mr. Joseph Heinz  
Gerald L. Heinz & Associates  
206 North River Street  
East Dundee, IL 60118

Re: Prairie Lake Industrial Park,  
East Dundee, Illinois

Dear Joe,


Please accept this letter as a formal request that the improvement bond for Prairie Lakes Industrial Park Subdivision in East Dundee be reduced to the maintenance bond level.

I have enclosed a Bill of Sale, a Certification Statement and an updated title policy for the project.

It is my understanding that the remaining issues of the Pace bus stop, and the uninstalled trees and sidewalk will be addressed with the Village Board when they review the request for bond reduction at their regular Board meeting.

Please let me know when the Village Board is scheduled to review this request.

Sincerely,



Jay L. Cope,  
President  
PRAIRIE LAKES INDUSTRIAL PARK, INC.

Encl: Bill of Sale  
Certification Statement  
CT&T title policy #1410-000574725

## CERTIFICATION STATEMENT

By signature below, we certify that the improvements constructed in Prairie Lakes Industrial Park Subdivision, being a subdivision of that part of the southeast quarter of section 13 and part of the northeast quarter of section 24, all in township 42 north, range 8 east of the third principal meridian, according to the plat thereof recorded February 27, 2001 as Document 2001K016788, in the Village of East Dundee, Kane County, Illinois have been constructed in significant accordance with the approved plans and specifications, and therefore request that they be accepted by the Village of East Dundee.

**OWNER:**

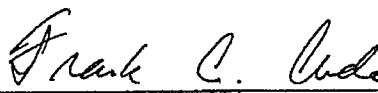
By:



Jay E. Cope,  
President  
Prairie Lake Industrial Park, Inc.

**ENGINEER:**

By:

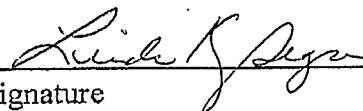


Signature

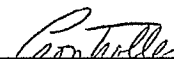
PR&S

Title

Attest:



Signature



Title

BILL OF SALE

In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, PRAIRIE LAKES INDUSTRIAL PARK, INC. ("the Seller") does hereby sell, assign, transfer and set unto the VILLAGE OF EAST DUNDEE, Kane County and Cook County, Illinois, the following described personal property:

All of Seller's rights, title and interest in and to the water distribution system, sanitary sewer system, storm sewer system, roadways and other public improvements located within the Prairie Lakes Industrial Park (collectively, the "Property");

Said Property being the public improvements for the Prairie Lakes Industrial Park developed by the Seller in the Village of East Dundee.

The Seller hereby represents and warrants to the Village of East Dundee that the Seller is the absolute owner of the Property; that the Property is free and clear of all liens, charges and encumbrances, including, without limitation, mechanic's liens, mortgages, and chattel mortgage security instruments; and that the Seller has full right, power and authority to transfer title to the Property to the Village of East Dundee, and to execute and deliver this Bill of Sale.

IN WITNESS WHEREOF the Seller has signed and sealed this Bill of Sale at Elgin, Illinois on August 20, 2010.

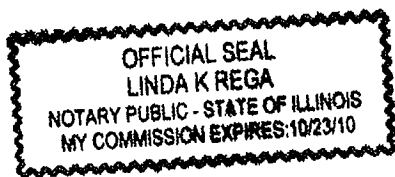
PRAIRIE LAKES INDUSTRIAL PARK, INC.

BY: *Jay L. Cope*  
Jay L. Cope, Authorized Representative

STATE OF ILLINOIS    )  
                                  ) ss.  
COUNTY OF KANE     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jay L. Cope, personally known to me to be the same person whose name is subscribed to the foregoing Bill of Sale, appeared before me this day in person and acknowledged signing the foregoing Bill of Sale on behalf of Prairie Lakes Industrial Park, Inc., as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20<sup>th</sup> day of August, 2010.



*L. K. Rega*  
Notary Public

COMMITMENT FOR TITLE INSURANCE



# Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued By:

CHICAGO TITLE INSURANCE COMPANY  
85 W. ALGONQUIN RD ST 400  
ARLINGTON HGTS, IL 60005

Refer Inquiries To:

(847)758-4747

CHICAGO TITLE INSURANCE COMPANY

By

*Henry S. Gray*  
\_\_\_\_\_  
Authorized Signatory



Commitment No.: 1410 000574725 NSC

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

YOUR REFERENCE: ROADWAYS DEDICATED / PRAIRIE LAKES

ORDER NO.: 1410 000574725 NSC

EFFECTIVE DATE: JUNE 1, 2010

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY: ALTA OWNERS 2006  
AMOUNT: \$10,000.00  
PROPOSED INSURED: THE VILLAGE OF EAST DUNDEE

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.
3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:  
THE VILLAGE OF EAST DUNDEE AS TO AN EASEMENT FOR THE USE AND BENEFIT OF THE PUBLIC

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO. : 1410 000574725 NSC

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE



CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO. : 1410 000574725 NSC

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS :

PRAIRIE LAKE DRIVE AND WINDSOR DRIVE IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B

ORDER NO.: 1410 000574725 NSC

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

B. A PROPERLY EXECUTED ALTA STATEMENT;

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

F 8. THE LAND IS NOT ASSESSED FOR GENERAL REAL ESTATE TAXES FOR THE YEAR(S) 2009 AND PRIOR.

C 9. ORDINANCE OF ANNEXATION AND ANNEXATION AGREEMENT RECORDED APRIL 24, 1989 AS DOCUMENT 1969401, ALSO RECORDED AUGUST 22 1994 AS DOCUMENT 94KO65321.

D 10. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THE LAND DEDICATED FOR WINDSOR DRIVE AND PRAIRIE LAKE ROAD BY THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 2001KO16788.

E 11. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND.

A 12. REDEVELOPMENT AGREEMENT RECORDED MARCH 19 2001 AD 2001KO23825 WITH VILLAGE OF EAST DUNDEE, AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN.

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT RECORDED SEPTEMBER 19, 2001 AS DOCUMENT NUMBER 2001KO97098.

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT RECORDED SEPTEMBER 16, 2005 AS DOCUMENT NUMBER 2005K110219.

B 13. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B (CONTINUED)

ORDER NO.: 1410 000574725 NSC

UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING TO USES, PRAIRIE LAKE INDUSTRIAL PARK ASSOCIATION, ASSESSMENTS, MAINTENANCE, BUILDINGS AND OTHER MATTERS CONTAINED IN THE DOCUMENT RECORDED FEBRUARY 27 2001 AS DOCUMENT NO. 2001K016789 WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

G 14.

FOR ANY UNDERWRITING REQUESTS, OR TO SCHEDULE  
YOUR COMMERCIAL CLOSING IN ANY OFFICE,  
PLEASE CALL (847) 758 - 4747  
THANK YOU FOR PLACING YOUR BUSINESS WITH US.

\*\* END \*\*

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE

ORDER NO.: 1410 000574725 NSC

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

# CHICAGO TITLE INSURANCE COMPANY

## 1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar fidelity bond. Chicago Title and Trust company also provides a 50 million dollar performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Scott Nathanson at (312) 223-2178 or Anna Barsky at (312) 223-2169.

Effective Date: May 1, 2008

Fidelity National Financial, Inc.  
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;

Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;

Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and

Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transactions;

To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;

To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or

To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.