	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>					
	Title:		Recommendation to Approve an Easement for Public Utility, Stormwater Drainage and Detention between Omron Manufacturing of America, Inc. and the City of St. Charles.			
	Presenter:		Christopher Tiedt			
Please check appropriate box:						
	Government Operations				Government Services	
X	Planning & Development (8/11/2014)				City Council	
Estimated Cost:                      N/A                      Budgeted:    YES                      NO						
If NO, please explain how item will be funded:						
<b>Executive Summary:</b>						
<p>Omron Manufacturing of America completed site improvements that included the construction of a new parking lot, the expansion of another parking lot and the construction of a stormwater detention pond. The stormwater drainage and detention easement will grant to the City of St. Charles the rights, but not the obligation, to access or maintain the constructed stormwater facility should Omron Manufacturing of America, Inc. fail to do so at any point in the future.</p> <p>In addition to the stormwater drainage and detention easement, a public utility easement is also being granted to the City to allow access and maintenance of the electric system improvements along the north side of the property.</p> <p>Staff has reviewed the attached easement and finds it acceptable.</p>						
<b>Attachments:</b> <i>(please list)</i>						
Grantor approved and executed easement for public utility, stormwater drainage and detention						
<b>Recommendation / Suggested Action</b> <i>(briefly explain):</i>						
Staff recommends approval of an Easement for public utility, stormwater drainage and detention between Omron Manufacturing of America, Inc. and the City of St. Charles.						
For office use only:		Agenda Item Number: 6e				

BY CORPORATION

CITY OF ST. CHARLES, ILLINOIS

PUBLIC UTILITY EASEMENT &

STORM WATER DRAINAGE AND DETENTION EASEMENT

THIS INDENTURE, made in the City of St. Charles, State of Illinois, by and between Omron Manufacturing of America, Inc. (hereinafter referred to as "CORPORATION") and the CITY OF ST. CHARLES, a MUNICIPAL CORPORATION, organized and existing under the laws of the State of Illinois, of Kane and DuPage Counties, Illinois (hereinafter referred to as "CITY").

WITNESSETH: That CORPORATION in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid to it by CITY, the receipt and sufficiency of which is hereby acknowledged does hereby grant and give unto the City of St. Charles and to all public utility companies of any kind operating under franchise granting them easement rights from said City of St. Charles, including but not limited to, SBC and NICOR and to their successors and assigns (herein collectively referred to as "grantees"), in, upon, across, over, under, and through the following described real estate for purposes as described hereafter. A "Public Utility Easement" in, upon, across, over, under, and through the following described real estate labeled as such for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining underground electrical, cable television, communication, gas, telephone or other utility lines or appurtenances, sanitary and storm sewers, drainage ways, storm water detention and retention, water mains and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes and without limitation, such other underground installations as may be required to furnish public utility service to adjacent areas together with the right of access across the real estate platted herein for the necessary personnel and equipment to make any or all of the above work. The right is also hereby granted to said grantees to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said sewers, or, without limitation, utility installations in, on, upon or across, under, or through said easements. In the event utility maintenance is performed within the utility easement, the City of St. Charles will have no obligation with respect to surface restoration including, but not limited to, the restoration, repair, or replacement of any landscaping or retaining walls provided, however, the grantees shall be obligated following any such work, to backfill and mound so as to retain suitable drainage, remove debris, and leave the area in generally clean and workmanlike condition. No permanent buildings or trees shall be placed on said easements, but the easement areas may be used for gardens, shrubs, landscaping, paving, fences, sidewalks, curbing, and other purposes that do not interfere with the aforesaid uses and rights. Where an easement is used for storm or sanitary sewers, other utility installations shall be subject to the prior approval of said City of St. Charles so as not to interfere with the gravity flow in said sewer or sewers. Utility installations, other than those managed by the City of St. Charles, shall be subject to the approval of the City of St. Charles, as to design and location, and all other installations are subject to the ordinances of the City of St. Charles.

A "Storm Water drainage and Detention Easement" in, upon, across, over, under, and through the following described real estate labeled as such for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining storm sewers, drainage ways, storm water detention and retention, retaining walls, vegetation and any and all manholes, pipes, connections, catch basins, and without limitation, such other underground installations as may be required to furnish storm water drainage and detention. The right of access across the real estate platted herein for the necessary personnel and equipment to make any or all of the above work is also granted. The responsibility of maintaining the detention area easement shall be binding on the CORPORATION and their heirs, executors, administrators, successors and assigns. No person shall destroy or modify slopes or otherwise affect the detention volume without having first received written approval from the City of St. Charles. The City shall have the right but not the obligation to restore, repair or provide any detention volume required as attributable to this property and restore or provide vegetation to create a stable surface against erosion. The right is also hereby granted to said grantees to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said sewers, or, without limitation, utility installations in, on, upon or across, under, or through said easements. In the event utility maintenance is performed within the utility easement, the City of St. Charles will have no obligation with respect to surface restoration including, but not limited to, the restoration, repair, or replacement of any landscaping provided, however, the grantees shall be obligated following any such work, to backfill and mound so as to retain suitable drainage, remove debris, and leave the area in generally clean and workmanlike condition. No trees shall be placed on said easements, but the easement areas may be used for gardens, shrubs, landscaping, paving, fences, sidewalks, curbing, and other purposes that do not interfere with the aforesaid uses and rights. Where an easement is used for storm or sanitary sewers, other utility installations shall be subject to the prior approval of said City of St. Charles so as not to interfere with the gravity flow in said sewer or sewers. Utility installations, other than those managed by the City of St. Charles, shall be subject to the approval of the City of St. Charles, as to design and location, and all other installations are subject to the ordinances of the City of St. Charles. Notwithstanding anything herein to the contrary, the Corporation and its successors and assigns shall have the right to install, construct, replace, alter, enlarge, repair and maintain an exterior building wall as an integral part of the detention area retaining wall along and within the west boundary of the detention easement. The easement rights granted herein to the City shall be subject to the Corporation's rights with respect to such wall. The City shall have no rights in relation to said wall and is solely responsible for repair of and damage or disturbance to said wall caused by the City, or its employees, contractors, or agents.

#### LEGAL DESCRIPTION

Said easement premises are described in Exhibit A and depicted in Exhibit B attached hereto and made a part hereof.

That CORPORATION hereby retains the right to enjoy said easement and right-of-way for its own purposes, provided that such purposes shall not interfere with the uses and right-of-way granted to the CITY herein. All construction by the CITY shall be done in a good, workmanlike manner, and the CITY also agrees that the premises will be left in a neat and presentable condition.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Omron Manufacturing of America, Inc.

NAME OF CORPORATION

BY:

C. F. Bauer

\_\_\_\_\_  
MAYOR

Written Name: Craig F. Bauer

\_\_\_\_\_  
COUNTY CLERK

ATTEST:

Takeshi Miura

TAKESHI MIURA

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY, that CRAIG BAUER, personally known to me to be the  
PRESIDENT of OMRON MANUFACTURING OF AMERICA, INC, and  
TAKESHI MIURA, personally known to me to be the SECRETARY of said  
corporation, and personally known to me to be the same persons whose names are subscribed to  
the foregoing instrument, appeared before me this day in person and severally acknowledge that  
as such PRESIDENT and SECRETARY of said corporation, pursuant to authority  
given by the BOARD OF DIRECTORS of said corporation have executed such  
instrument as their free and voluntary act, and as the free voluntary act and deed of said  
corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 15<sup>th</sup> day of AUGUST, 2003.

SEAL



Robert J. Garvin  
NOTARY PUBLIC

CONSENT OF MORTGAGEE

N/A

\_\_\_\_\_ does hereby consent to and approved of the within described  
Utility Easement and subordinates the following thereto: Mortgage dated \_\_\_\_\_,  
and recorded \_\_\_\_\_, as Document No. \_\_\_\_\_,  
made by \_\_\_\_\_ to secure a note for \$ \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY:

ATTEST:

## **EXHIBIT "A"**

### **DESCRIPTION OF 10 FOOT PERMANENT PUBLIC UTILITY EASEMENT:**

**THE EAST 10 FEET AND THE NORTH 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY;**

**THE WESTERLY 380 FEET, AS MEASURED AT RIGHT ANGLES, OF LOT 2 IN UNIT NUMBER 3-A IN THE ST. CHARLES ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.**

### **DESCRIPTION OF STORMWATER DRAINAGE & DETENTION EASEMENT:**

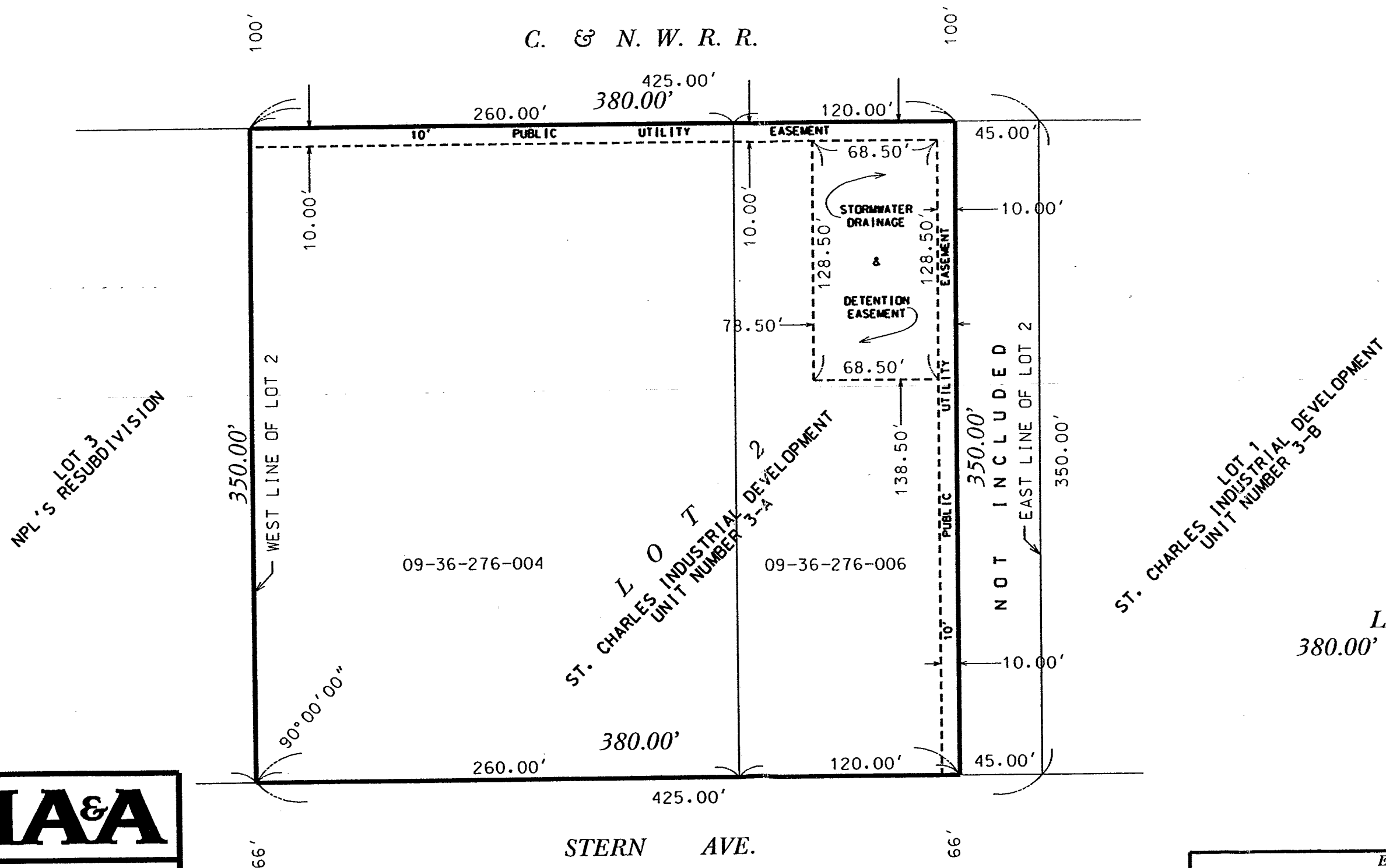
**THE WEST 68.50 FEET OF THE EAST 78.50 FEET AND THE SOUTH 128.50 FEET OF THE NORTH 138.50 FEET OF THE FOLLOWING DESCRIBED PROPERTY;**

**THE WESTERLY 380 FEET, AS MEASURED AT RIGHT ANGLES, OF LOT 2 IN UNIT NUMBER 3-A IN THE ST. CHARLES ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.**

# EXHIBIT "B"



NOT TO SCALE



## RH&A

Robert H. Anderson & Associates, Inc.  
Consulting Engineers & Surveyors  
Timbers Professional Center  
220 West River Drive, St. Charles, Illinois 60174  
Phone - 630.584.3530 Fax - 630.584.3047  
Email - rho@rhoengr.com

H:\BUSINESS\SURVEY\DGN\EXHIBIT-B.DGN

EXHIBIT "B"

PUBLIC UTILITY EASEMENT AND  
STORMWATER DRAINAGE & DETENTION EASEMENT  
FOR PROPERTY COMMONLY KNOWN AS:  
3632 STERN AVENUE, ST. CHARLES, IL.



City of  
St. Charles  
ONLY

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the Mayor of the City of St. Charles, a municipal corporation and \_\_\_\_\_ personally known to me to be the City Clerk of the City of St. Charles, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Council of the City of St. Charles 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 seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

NOTARY PUBLIC

SEAL

ATTEST:

THIS INSTRUMENT WAS

PREPARED BY:

Gregory J. Chismark, P.E.  
City Engineer  
City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60174