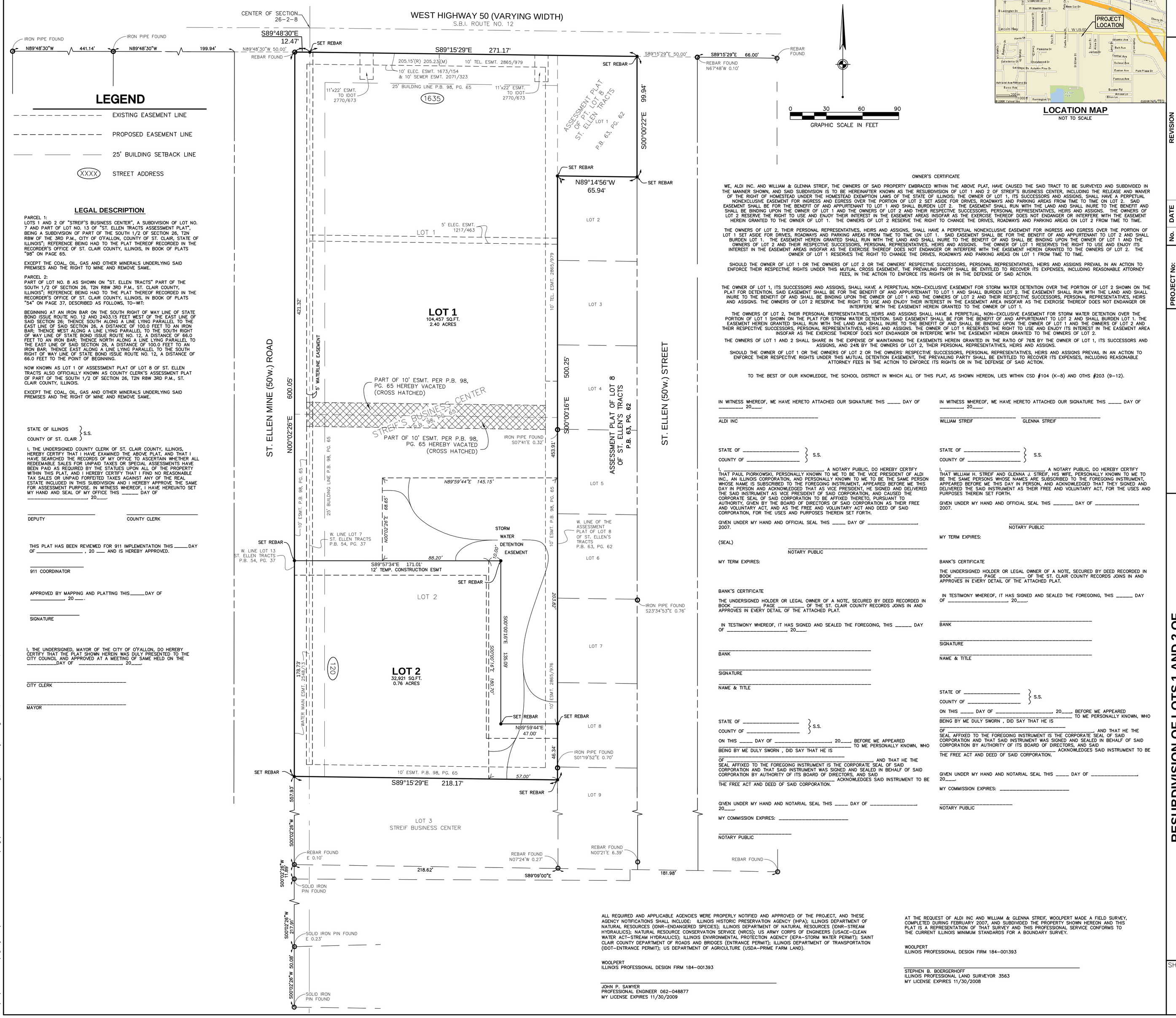
RESUBDIVISION OF LOTS 1 AND 2 OF STREIF'S BUSINESS CENTER

PART OF THE SOUTH 1/2 OF SECTION 26, T2N R8W OF THE 3RD P.M., CITY OF O'FALLON, COUNTY OF ST. CLAIR, STATE OF ILLINOIS



LOCATION MAP
NOT TO SCALE

LEGEND

- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- 25' BUILDING SETBACK LINE
- (XXXX) STREET ADDRESS

LEGAL DESCRIPTION

PARCEL 1:
LOTS 1 AND 2 OF "STREIF'S BUSINESS CENTER", A SUBDIVISION OF LOT NO. 7 AND PART OF LOT NO. 13 OF "ST. ELLEN TRACTS ASSESSMENT PLAT", BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 26, T2N, R8W OF THE 3RD P.M., CITY OF O'FALLON, COUNTY OF ST. CLAIR, STATE OF ILLINOIS", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF PLATS "98" ON PAGE 65.

EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE SAME.

PARCEL 2:
PART OF LOT NO. 8 AS SHOWN ON "ST. ELLEN TRACTS" PART OF THE SOUTH 1/2 OF SECTION 26, T2N R8W 3RD P.M., ST. CLAIR COUNTY, ILLINOIS", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF PLATS "54" ON PAGE 37, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT AN IRON BAR ON THE SOUTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE NO. 12 AND 2403.15 FEET WEST OF THE EAST LINE OF SAID SECTION 26; THENCE SOUTH ALONG A LINE LYING PARALLEL TO THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 100.0 FEET TO AN IRON BAR; THENCE WEST ALONG A LINE LYING PARALLEL TO THE SOUTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE NO. 12, A DISTANCE OF 66.0 FEET TO AN IRON BAR; THENCE NORTH ALONG A LINE LYING PARALLEL TO THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 100.0 FEET TO AN IRON BAR; THENCE EAST ALONG A LINE LYING PARALLEL TO THE SOUTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE NO. 12, A DISTANCE OF 66.0 FEET TO THE POINT OF BEGINNING.

NOW KNOWN AS LOT 1 OF ASSESSMENT PLAT OF LOT 8 OF ST. ELLEN TRACTS ALSO OFFICIALLY KNOWN AS COUNTY CLERK'S ASSESSMENT PLAT OF PART OF THE SOUTH 1/2 OF SECTION 26, T2N R8W 3RD P.M., ST. CLAIR COUNTY, ILLINOIS.

EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT OF MINE AND REMOVE SAME.

STATE OF ILLINOIS } S.S.
COUNTY OF ST. CLAIR }

I, THE UNDERSIGNED COUNTY CLERK OF ST. CLAIR COUNTY, ILLINOIS, HEREBY CERTIFY THAT I HAVE EXAMINED THE ABOVE PLAT, AND THAT I HAVE SEARCHED THE RECORDS OF MY OFFICE TO ASCERTAIN WHETHER ALL REDEEMABLE SALES FOR UNPAID TAXES OR SPECIAL ASSESSMENTS HAVE BEEN PAID AS REQUIRED BY THE STATUTES UPON ALL OF THE PROPERTY WITHIN THIS PLAT, AND I HEREBY CERTIFY THAT I FIND NO REASONABLE TAX SALES OR UNPAID FORFEITED TAXES AGAINST ANY OF THE REAL ESTATE INCLUDED IN THIS SUBDIVISION AND I HEREBY APPROVE THE SAME FOR ASSESSMENT PURPOSE. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF MY OFFICE THIS _____ DAY OF _____ 20____.

_____ _____
DEPUTY COUNTY CLERK

THIS PLAT HAS BEEN REVIEWED FOR 911 IMPLEMENTATION THIS _____DAY OF _____, 20 ___ AND IS HEREBY APPROVED.

_____
911 COORDINATOR

APPROVED BY MAPPING AND PLATTING THIS_____DAY OF _____, 20 ___.

_____
SIGNATURE

I, THE UNDERSIGNED, MAYOR OF THE CITY OF O'FALLON, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREIN WAS DULY PRESENTED TO THE CITY COUNCIL AND APPROVED AT A MEETING OF SAME HELD ON THE _____DAY OF _____, 20____.

_____
CITY CLERK

_____
MAYOR

OWNER'S CERTIFICATE

WE, ALDI INC. AND WILLIAM & GLENNA STREIF, THE OWNERS OF SAID PROPERTY EMBRACED WITHIN THE ABOVE PLAT, HAVE CAUSED THE SAID TRACT TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN, AND SAID SUBDIVISION IS TO BE HEREINAFTER KNOWN AS THE RESUBDIVISION OF LOT 1 AND 2 OF STREIF'S BUSINESS CENTER, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD UNDER THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS; THE OWNER OF LOT 1, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE A PERPETUAL NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE PORTION OF LOT 2 SET ASIDE FOR DRIVES, ROADWAYS AND PARKING AREAS FROM TIME TO TIME ON LOT 2. SAID EASEMENT SHALL BE FOR THE BENEFIT OF AND APPURTENANT TO LOT 1 AND SHALL BURDEN LOT 2. THE EASEMENT SHALL RUN WITH THE LAND AND SHALL INURE TO THE BENEFIT AND SHALL BE BINDING UPON THE OWNER OF LOT 1 AND THE OWNERS OF LOT 2 AND THEIR RESPECTIVE SUCCESSORS, PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS. THE OWNERS OF LOT 2 RESERVE THE RIGHT TO USE AND ENJOY THEIR INTEREST IN THE EASEMENT AREAS INSOFAR AS THE EXERCISE THEREOF DOES NOT ENDANGER OR INTERFERE WITH THE EASEMENT HEREIN GRANTED TO THE OWNER OF LOT 1. THE OWNERS OF LOT 2 RESERVE THE RIGHT TO CHANGE THE DRIVES, ROADWAYS AND PARKING AREAS ON LOT 2 FROM TIME TO TIME.

THE OWNERS OF LOT 2, THEIR PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS, SHALL HAVE A PERPETUAL NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE PORTION OF LOT 1 SET ASIDE FOR DRIVES, ROADWAYS AND PARKING AREAS FROM TIME TO TIME ON LOT 1. SAID EASEMENT SHALL BE FOR THE BENEFIT OF AND APPURTENANT TO LOT 2 AND SHALL BURDEN LOT 1. THE EASEMENT HEREIN GRANTED SHALL RUN WITH THE LAND AND SHALL INURE TO THE BENEFIT OF AND SHALL BE BINDING UPON THE OWNER OF LOT 1 AND THE OWNERS OF LOT 2 AND THEIR RESPECTIVE SUCCESSORS, PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS. THE OWNER OF LOT 1 RESERVES THE RIGHT TO USE AND ENJOY ITS INTEREST IN THE EASEMENT AREAS INSOFAR AS THE EXERCISE THEREOF DOES NOT ENDANGER OR INTERFERE WITH THE EASEMENT HEREIN GRANTED TO THE OWNERS OF LOT 2. THE OWNER OF LOT 1 RESERVES THE RIGHT TO CHANGE THE DRIVES, ROADWAYS AND PARKING AREAS ON LOT 1 FROM TIME TO TIME.

SHOULD THE OWNER OF LOT 1 OR THE OWNERS OF LOT 2 OR THE OWNERS' RESPECTIVE SUCCESSORS, PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS PREVAIL IN AN ACTION TO ENFORCE THEIR RESPECTIVE RIGHTS UNDER THIS MUTUAL CROSS EASEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, IN THE ACTION TO ENFORCE ITS RIGHTS OR IN THE DEFENSE OF SAID ACTION.

THE OWNER OF LOT 1, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE A PERPETUAL NON-EXCLUSIVE EASEMENT FOR STORM WATER DETENTION OVER THE PORTION OF LOT 2 SHOWN ON THE PLAT FOR DETENTION, SAID EASEMENT SHALL BE FOR THE BENEFIT OF AND APPURTENANT TO LOT 1 AND SHALL BURDEN LOT 2. THE EASEMENT SHALL RUN WITH THE LAND AND SHALL INURE TO THE BENEFIT OF AND SHALL BE BINDING UPON THE OWNER OF LOT 1 AND THE OWNERS OF LOT 2 AND THEIR RESPECTIVE SUCCESSORS, PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS. THE OWNERS OF LOT 2 RESERVE THE RIGHT TO USE AND ENJOY THEIR INTEREST IN THE EASEMENT AREA INSOFAR AS THE EXERCISE THEREOF DOES NOT ENDANGER OR INTERFERE WITH THE EASEMENT HEREIN GRANTED TO THE OWNER OF LOT 1.

THE OWNERS OF LOT 2, THEIR PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS SHALL HAVE A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR STORM WATER DETENTION OVER THE PORTION OF LOT 1 SHOWN ON THE PLAT FOR STORM WATER DETENTION. SAID EASEMENT SHALL BE FOR THE BENEFIT OF AND APPURTENANT TO LOT 2 AND SHALL BURDEN LOT 1. THE EASEMENT HEREIN GRANTED SHALL RUN WITH THE LAND AND SHALL INURE TO THE BENEFIT OF AND SHALL BE BINDING UPON THE OWNER OF LOT 1 AND THE OWNERS OF LOT 2 AND THEIR RESPECTIVE SUCCESSORS, PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS. THE OWNER OF LOT 1 RESERVES THE RIGHT TO USE AND ENJOY ITS INTEREST IN THE EASEMENT AREA INSOFAR AS THE EXERCISE THEREOF DOES NOT ENDANGER OR INTERFERE WITH THE EASEMENT HEREIN GRANTED TO THE OWNERS OF LOT 2.

THE OWNERS OF LOT 1 AND 2 SHALL SHARE IN THE EXPENSE OF MAINTAINING THE EASEMENTS HEREIN GRANTED IN THE RATIO OF 76% BY THE OWNER OF LOT 1, ITS SUCCESSORS AND ASSIGNS, AND 24% BY THE OWNERS OF LOT 2, THEIR PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS.

SHOULD THE OWNER OF LOT 1 OR THE OWNERS OF LOT 2 OR THE OWNERS' RESPECTIVE SUCCESSORS, PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS PREVAIL IN AN ACTION TO ENFORCE THEIR RESPECTIVE RIGHTS UNDER THIS MUTUAL DETENTION EASEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS EXPENSES, INCLUDING REASONABLE ATTORNEY FEES IN THE ACTION TO ENFORCE ITS RIGHTS OR IN THE DEFENSE OF SAID ACTION.

TO THE BEST OF OUR KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH ALL OF THIS PLAT, AS SHOWN HEREON, LIES WITHIN CSD #104 (K-8) AND OTHS #203 (9-12).

IN WITNESS WHEREOF, WE HAVE HERETO ATTACHED OUR SIGNATURE THIS _____ DAY OF _____, 20____.

_____
ALDI INC

STATE OF _____ } S.S.
COUNTY OF _____ }

I, _____, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT PAUL PIORKOWSKI, PERSONALLY KNOWN TO ME TO BE THE VICE PRESIDENT OF ALDI INC., AN ILLINOIS CORPORATION, AND PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT AS VICE PRESIDENT, HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS VICE PRESIDENT OF SAID CORPORATION, AND CAUSED THE CORPORATE SEAL OF SAID CORPORATION 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 AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2007.

(SEAL)
_____
NOTARY PUBLIC

MY TERM EXPIRES:

BANK'S CERTIFICATE

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF A NOTE, SECURED BY DEED RECORDED IN BOOK _____, PAGE _____ OF THE ST. CLAIR COUNTY RECORDS JOINS IN AND APPROVES IN EVERY DETAIL OF THE ATTACHED PLAT.

IN TESTIMONY WHEREOF, IT HAS SIGNED AND SEALED THE FOREGOING, THIS _____ DAY OF _____, 20____.

_____
BANK

_____
SIGNATURE

_____
NAME & TITLE

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THIS _____ DAY OF _____, 20____, BEFORE ME APPEARED _____ TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN , DID SAY THAT HE IS _____ OF _____ AND THAT HE THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID _____ ACKNOWLEDGES SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

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

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, WE HAVE HERETO ATTACHED OUR SIGNATURE THIS _____ DAY OF _____, 20____.

_____ _____
WILLIAM STREIF GLENNA STREIF

STATE OF _____ } S.S.
COUNTY OF _____ }

I, _____, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT WILLIAM H. STREIF AND GLENNA J. STREIF, HIS WIFE, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2007.

_____
NOTARY PUBLIC

MY TERM EXPIRES:

BANK'S CERTIFICATE

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF A NOTE, SECURED BY DEED RECORDED IN BOOK _____, PAGE _____ OF THE ST. CLAIR COUNTY RECORDS JOINS IN AND APPROVES IN EVERY DETAIL OF THIS SURVEY AND THIS PLAT.

IN TESTIMONY WHEREOF, IT HAS SIGNED AND SEALED THE FOREGOING, THIS _____ DAY OF _____, 20____.

_____
BANK

_____
SIGNATURE

_____
NAME & TITLE

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THIS _____ DAY OF _____, 20____ BEFORE ME APPEARED _____ TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN , DID SAY THAT HE IS _____ OF _____ AND THAT HE THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID _____ ACKNOWLEDGES SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

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

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

ALL REQUIRED AND APPLICABLE AGENCIES WERE PROPERLY NOTIFIED AND APPROVED OF THE PROJECT, AND THESE AGENCY NOTIFICATIONS SHALL INCLUDE: ILLINOIS HISTORIC PRESERVATION AGENCY (IHPA); ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR-ENDANGERED SPECIES); ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR-STREAM HYDRAULICS); NATURAL RESOURCE CONSERVATION SERVICE (NRCS); US ARMY CORPS OF ENGINEERS (USACE-CLEAN WATER ACT-STREAM HYDRAULICS); ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA-STORM WATER PERMIT); SAINT CLAIR COUNTY DEPARTMENT OF ROADS AND BRIDGES (ENTRANCE PERMIT); ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT-ENTRANCE PERMIT); US DEPARTMENT OF AGRICULTURE (USDA-PRIME FARM LAND).

WOOLPERT
ILLINOIS PROFESSIONAL DESIGN FIRM 184-001393

_____
JOHN P. SAWYER
PROFESSIONAL ENGINEER 062-048877
MY LICENSE EXPIRES 11/30/2009

AT THE REQUEST OF ALDI INC AND WILLIAM & GLENNA STREIF, WOOLPERT MADE A FIELD SURVEY, COMPLETED DURING FEBRUARY 2007, AND SUBDIVIDED THE PROPERTY SHOWN HEREON AND THIS PLAT IS A REPRESENTATION OF THAT SURVEY AND THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

WOOLPERT
ILLINOIS PROFESSIONAL DESIGN FIRM 184-001393

_____
STEPHEN B. BOERGERHOFF
ILLINOIS PROFESSIONAL LAND SURVEYOR 3563
MY LICENSE EXPIRES 11/30/2008

No.	DATE	REVISION

PROJECT No: 66561
DATE 11/29/07
DES. N/A
DR. MWS
CKD. SBB

WOOLPERT, INC.
343 Fountains Parkway, Suite 100
Fairview Heights, Illinois
62208-2044
618.632.7004
FAX: 618.632.0100
WOOLPERT

RESUBDIVISION OF LOTS 1 AND 2 OF STREIF'S BUSINESS CENTER
1635 WEST HIGHWAY 50
CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS

SHEET NO.
1 of 1

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