
Commonwealth Edison Company www.comed.com
Real Estate and Facilities
3 Lincoln Center – 4th Floor
Oakbrook Terrace, IL 60181

April 18, 2023

Chad & Catherine Elders
40681 N. North Newport Drive
Antioch, IL 60002

Re: PROPOSED RETAINING WALL ENCROACHMENT

Dear Mr. & Mrs. Elders,

Pursuant to your request for an encroachment letter, this is to inform you that ComEd Company has no objection to the retaining wall that is already in place along the east property line which can be seen on the attached Plat of Survey of the property legally described as follows:

LOT 21 IN NEWPORT COVE PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PARTS OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2006 AS DOCUMENT NO. 6003200, IN LAKE COUNTY, ILLINOIS.

Please be advised that ComEd has no objection to the subject encroachment, so long as the encroachment is not increased or enlarged. Additionally, you have the obligation to ensure that the encroaching structure does not impede ComEd's ability to safely access its facilities and does not interfere with ComEd's use, operation and maintenance of its facilities.

The permission herein acknowledged is subject to the Additional Terms and Conditions contained in the attachment to this letter, which terms and conditions shall be binding upon you, and your successors and assigns.

Sincerely,

Katie Bengson
Katie Bengson
Real Estate Specialist
630-576-6867

ADDITIONAL TERMS AND CONDITIONS

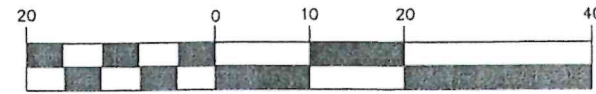
1. The permission herein acknowledged is based upon information and assurances you have provided and facts and circumstances as they currently exist or are currently known to ComEd. ComEd reserves the right at any time hereafter to revoke the permission acknowledged herein and to require the immediate removal of the encroaching structure from the easement premises, at your sole cost and expense, in the event (a) that the information and assurances you have provided prove incorrect or unreliable in any respect, (b) there is change in any relevant facts and circumstances, including without limitation any change in ComEd's business needs or operations that may require the installation of additional overhead or underground facilities on the subject easement premises, or (c) ComEd is made aware of additional facts and circumstances of which it has no actual current knowledge. In the event the permission contained herein is so revoked, you shall promptly remove all encroaching structures at your sole cost and expense, provided ComEd reserves the right (but shall have no obligation) to remove the encroaching structure from the easement premises and dispose of the same without liability for any loss or damage to property incurred by you or any third parties as a result thereof. You shall be responsible for reimbursing ComEd for all costs such removal.
2. The permission herein acknowledged is subject to the condition that you shall be liable for all damage to property, including damage to ComEd's facilities, and any injury or death to persons resulting from or in any way related to the construction or continuing presence of the encroaching structure on the easement premises. By constructing or maintaining such encroaching structure, you agree to indemnify, defend and hold harmless ComEd from and against any and all claims, liabilities, losses, proceedings, damages, costs and expenses (including attorney's fees and costs) arising from or in any manner related to the construction or continuing presence of the encroaching structure on the easement premises. Such cost may include any relocation costs incurred by ComEd (including the cost of acquiring additional easements) should ComEd elect to relocate the facilities located on the easement premises due to the subject encroachment.
3. The permission herein acknowledged shall in no way modify, limit, terminate, release, abrogate, nullify or waive any of the rights and interests of ComEd, its successors and assigns, in and to the easement premises.
4. You shall have no right to construct additional structures or improvements upon the easement premises. Prior to any digging upon the easement premises, you shall be responsible for locating all electrical facilities by contacting J.U.L.I.E. at 1-800-892-0123.
5. The permission hereby acknowledged is subject to your obtaining all required approvals from applicable governmental authorities (or third parties having any interest in the easement premises) with respect to the encroaching structure.
6. The obligations set forth hereinabove and in the attached letter shall be binding upon you, your heirs, legal representatives, successors and assigns.
7. This letter should be retained with your valuable papers and copies should be furnished to the title company and your successors and/or assigns for future reference.
8. This letter may be recorded at any time by ComEd in its sole discretion.

PLAT OF SURVEY

OF PROPERTY DESCRIBED AS

LOT 21 IN NEWPORT COVE PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PARTS OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2006 AS DOCUMENT NO. 6003200, IN LAKE COUNTY, ILLINOIS.

GRAPHIC SCALE

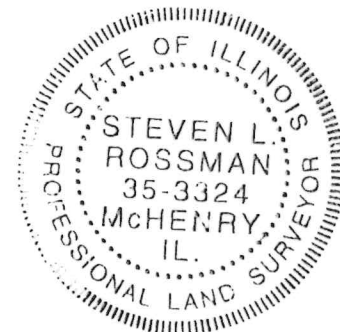


(IN FEET)

1 inch = 20 ft.

LEGEND

- FOUND IRON PIPE
- FOUND IRON ROD
- ◐ SET IRON ROD
- MAG NAIL
- ⊗ OBSTRUCTED CORNER
- ⊙ WELL HEAD
- ⊕ FIRE HYDRANT
- ⊖ WOOD SERVICE POLE
- ⊗ SANITARY MANHOLE
- ⊙ DRAINAGE INLET
- SURVEYED LINES
- - - BUILDING SETBACK LINE & UTILITY & DRAINAGE EASEMENT LINES
- - - UTILITY & DRAINAGE EASEMENT LINES
- - - BUILDING SETBACK LINES
- ▬ CONCRETE
- ▬ WOOD FENCES
- ○ CHAIN LINK FENCES
- x x WIRE FENCES
- 0.00' MEASURED DISTANCE/BEARING
- (0.00') PLATTED DISTANCE/BEARING



STATE OF ILLINOIS))SS
COUNTY OF McHENRY)

I, STEVEN L. ROSSMAN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3324, HEREBY CERTIFY THAT UNDER MY DIRECTION I HAVE CAUSED THE ABOVE DESCRIBED PROPERTY TO BE SURVEYED AND THAT ACCORDING TO THE FOUND ARTIFICIAL MONUMENTATION AND THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Signature 4-15-2022
LICENSE EXPIRES 11/30/22

PROFESSIONAL
DESIGN FIRM
NO. 184-004015

JOB #	220320G	FIELD WORK:	SCALE:	SHEET:	PREPARED FOR:
DRAWN BY:	CHECKED BY:				
S.L.R.	S.L.R.	4/11/22	1"=20'	1/1	Chac & Catherine Elders

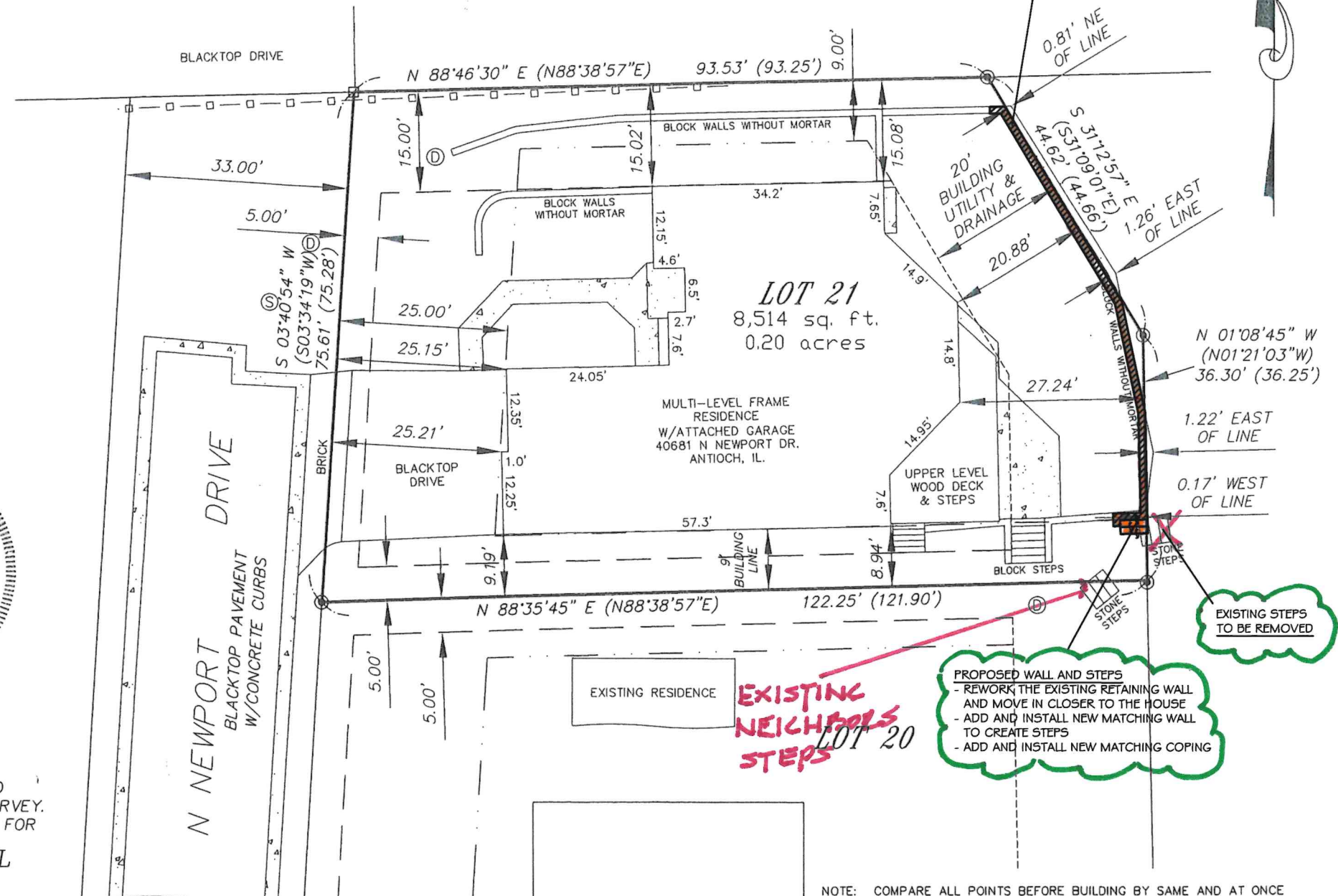
BASELINE PROFESSIONAL SERVICES CORP.

P.O. BOX 736
SPRING GROVE, ILLINOIS

P.O. BOX 17
GALENA, ILLINOIS

McHENRY 815
385-2217
GALENA 815
281-0711

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BASELINE PROFESSIONAL SERVICES CORP.



NOTE: COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE. NO DISTANCE SHOULD BE ASSUMED BY SCALING. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS SHOWN AND NOTED. NO REPRESENTATION AS TO OWNERSHIP, USE, OR POSSESSION SHOULD BE HEREON IMPLIED. REFER TO ABSTRACT, TITLE OR LOCAL ORDINANCES FOR ANY ADDITIONAL RESTRICTIONS, EASEMENTS OR BUILDING LINES. NO ABSTRACT, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED THE SURVEYOR. THERE MAY EXIST DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL. THIS PLAT OF SURVEY IS ONLY FOR THE USE AND BENEFIT OF THE PREPARED FOR NAMED HEREON. THIS DOCUMENT IS PROHIBITED FROM BEING RECORDED AT ANY GOVERNMENT AGENCY WITHOUT THE WRITTEN PERMISSION OF STEVEN L. ROSSMAN ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 35-3324.