

**THIS DOCUMENT WAS  
PREPARED BY AND AFTER  
RECORDING RETURN TO:**

Klein Thorpe and Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606  
Jason A. Guisinger, Esq.

*[The above space reserved for the County Recorder's Office]*

**AGREEMENT TO TERMINATE INGRESS-EGRESS ACCESS EASEMENT  
CREATED BY DOCUMENT NO. 2013K014624 AND TO GRANT  
NEW LAKE STREET INGRESS-EGRESS ACCESS EASEMENT**

This Easement Agreement is executed by and between the CITY OF AURORA, an Illinois home rule municipal corporation ("City"), MARUTI REAL ESTATE LLC, an Illinois limited liability company ("Maruti"), PHILIP E. HOTCHKIN ("Hotchkin"), and GARY G. PICCONY, AS EXECUTOR OF THE ESTATE OF PAUL W. SODERSTROM ("Estate"), as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

WHEREAS, the City is the owner of a parcel of land located on the east side of Lake Street and west of the Fox River in Aurora, Illinois, commonly known as 1275 N. Lake Street, being PIN No. 15-10-352-039 and legally described on **Exhibit A** attached hereto and made a part hereof ("City Parcel"); and

WHEREAS, Maruti is the owner of parcels of land located on the east side of Lake Street and west of the Fox River in Aurora, Illinois, commonly known as 1271 N. Lake Street bearing PIN No. 15-10-352-044 and legally described on **Exhibit B** attached hereto and made a part hereof ("Maruti Parcels"); and

WHEREAS, Hotchkin is the owner of a parcel of land located on the east side of Lake Street and west of the Fox River in Aurora, Illinois, commonly known as 1267 N. Lake Street, bearing PIN No. 15-10-352-032 and legally described on **Exhibit C** attached hereto and made a part hereof ("Hotchkin Parcel");

WHEREAS, the Estate is the owner of a parcel of land located on the east side of Lake Street and west of the Fox River in Aurora, Illinois, commonly known as 115 W. Indian Trail, bearing PIN No. 15-10-352-043 and legally described on **Exhibit D** attached hereto and made a part hereof ("Estate Parcel"); and

WHEREAS, per document No. 2013K014624, recorded with the Kane County Recorder on February 25, 2013, the City Parcel is burdened with an easement for ingress and egress which benefits the Hotchkin Parcel and the Estate Parcel and is legally described on **Exhibit E** attached hereto and made a part hereof (“Existing Easement”).

WHEREAS, a portion of the City Parcel, the entirety of which is burdened with the foregoing Existing Easement, which is legally described on **Exhibit F** attached hereto and made a part hereof (“City Flagpole Parcel”), is in between and, therefore, separates and divides the two neighboring Maruti Parcels; and

WHEREAS, Maruti has undertaken to develop the Maruti Parcels and, therefore, seeks to: (1) obtain ownership of the City Flagpole Parcel from the City in order to have three contiguous and neighboring parcels as opposed to two separated parcels; (2) terminate the Existing Easement; and (3) grant an ingress-egress access easement to the City, Hotchkin and the Estate; and

WHEREAS, the City supports Maruti’s undertaking to develop the Maruti Parcels and, therefore, seeks to: (i) transfer ownership of the City Flagpole Parcel to Maruti in order for Maruti to have three contiguous and neighboring parcels as opposed to two separated parcels; (2) terminate the Existing Easement; (3) accept the grant for ingress-egress access easement from Maruti; and (4) grant an ingress-egress access easement to Hotchkin and the Estate.

WHEREAS, Hotchkin and the Estate seek to: (1) terminate the Existing Easement; (2) accept the grant of an ingress-egress access easement from Maruti; and (3) accept the grant of a new ingress-egress access easement from the City.

WHEREAS, in consideration of (1) Maruti’s desire to obtain ownership of the City Flagpole Parcel and the City’s desire to transfer ownership of the City Flagpole Parcel to Maruti, which is the subject of a separate quitclaim deed to be executed contemporaneously with this Agreement; (2) the desire of Maruti, the City, Hotchkin and the Estate to terminate the Existing Easement; (3) the desire of Maruti to grant an ingress-egress access easement to the City, Hotchkin and the Estate; (4) the desire of the City to accept the grant of an ingress-egress access easement from Maruti as well as its desire to grant an ingress-egress access easement to Hotchkin and the Estate; and (5) the desire of Hotchkin and the Estate to accept the grants of ingress-egress access easements from Maruti and the City, Hotchkin and the Estate agree to terminate the Existing Easement, the City agrees to grant an ingress-egress access easement to Hotchkin and the Estate, and Maruti agrees to grant ingress-egress access easements to Hotchkin, the Estate and City subject to an in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## AGREEMENTS

1. Recitals. The recitals set forth in the introductory section of this Easement Agreement are an integral part hereof.

2. Definitions. In addition to the terms herein defined, the following terms shall have the following meanings:

- a) The term “Owner” shall mean and refer to the record owner of all or any portion of the City Parcel, Maruti Parcels, Hotchkin Parcel or Estate Parcel;
- b) The term “Permitees” shall mean all guests, employees, agents and/or invitees of any Owner or a tenant of an Owner;
- c) The term “Person” shall mean a natural person, firm, corporation, partnership or any other legal entity, public or private;
- d) Easements are as follows:
  - i) as defined in the recitals, the “Existing Easement” means the easement for ingress and egress which burdens the City Parcel and benefits the Hotchkin Parcel and the Estate Parcel, is legally described on **Exhibit E** and was created by document No. 2013K014624 and recorded with the Kane County Recorder on February 25, 2013;
  - ii) the term “Maruti Easement” shall mean the ingress-egress access easement granted by Maruti, to the City, Hotchkin and Estate, burdening the Maruti Parcels, benefitting the City Parcel, Hotchkin Parcel and the Estate Parcel and legally described on **Exhibit G** which is attached hereto and made a part hereof;
  - iii) the term “City Easement” shall mean the ingress-egress access easement granted by the City to Hotchkin and the Estate, burdening the City Parcel, benefitting the Hotchkin Parcel and Estate Parcel and legally described on **Exhibit H** which is attached hereto and made a part hereof; and
  - iv) An aerial photograph illustrating the location of the City Parcel, Maruti Parcels, Hotchkin Parcel and Estate Parcel is attached hereto and made a part hereof as **Exhibit I**.

3. Termination of Easement.

- a) Termination. Hotchkin and the Estate hereby terminate, release and relinquish the Existing Easement created by document number 2013K14624 and recorded with the Kane County Recorder on February 25, 2013 and all other rights created or reserved in the favor thereof thereby; and

- b) Binding Effect. The covenants contained in this Easement Termination are not personal but shall run with the land and shall be binding upon and inure to the benefit of the fee simple title holder of the Property, and their respective heirs, personal representatives, transferees by successors or assigns. The Easement Termination is hereby ratified and confirmed and shall remain in full force and effect.

4. Grant of Easements.

- a) Maruti hereby grants, creates, gives and conveys to the City, Hotchkin and the Estate, the Owners of the City Parcel, Hotchkin Parcel and Estate Parcel and their respective permittees, heirs, successors, personal representatives and assigns, a perpetual, non-exclusive easement to enter upon the Maruti Easement as a means of ingress, egress and access for vehicles travelling thereon and between Lake Street and the City Parcel, Hotchkin Parcel and Estate Parcel; and
- b) The City hereby grants, creates, gives and conveys to Hotchkin and the Estate, the Owner of the Hotchkin Parcel and the Estate Parcel and their respective permittees, heirs, successors, personal representatives and assigns, a perpetual, non-exclusive easement to enter upon the City Easement as a means of ingress, egress and access for vehicles traveling thereon and between Lake Street and the City Parcel.

5. Non-Exclusive Easements. The City, Hotchkin and the Estate agree that the grants of easement with regard to the Maruti Easement and City Easement set forth herein, while perpetual, are not exclusive to them and that Maruti and the City may grant future easements related thereto, as may be needed for future development of other parcels immediately adjacent to and neighboring the Maruti Parcel and City Parcel.

6. Term. The City, Maruti, Hotchkin and the Estate agree that this Agreement shall become effective and commence upon execution hereof.

7. Maintenance of Easement Areas. The respective Easement Areas shall be maintained in good condition and suitable for vehicular traffic at all times while the Agreement is in effect. Snow shall be removed by Maruti and the City from the respective Easement Areas in a timely manner. The City and Maruti shall have the right to deny access to portions of the Easement Areas as may be necessary for repair, maintenance or reconstruction. Repairs, maintenance or reconstruction which may adversely affect the use of the Easement Areas shall be scheduled by the City, Maruti, Hotchkin and/or the Estate in a manner which will have the least amount of disruption or adverse affect. No repairs, maintenance or reconstruction shall occur which will prevent the use of the Easement Areas in their entirety, unless: (i) written notification thereof is given to the City, Maruti, Hotchkin and/or the Estate not less than twenty-one (21) days prior to the occurrence; and (ii) the time for the repairs, maintenance or reconstruction is agreed upon between the City, Maruti, Hotchkin and the Estate.



8. Barricades/Barriers. No barricades, buildings or other barriers shall be placed upon the Easement Areas. The Easement Areas shall be open and available for use by the Owners of the City Parcel, Hotchkin Parcel and Estate Parcel and their Permittees at all times while this Agreement is in effect, except for those times described in Section 7 above.

9. Default/Remedies. In the event of default by Maruti or the City which is not cured within ten (10) days of the date of written notice for the Owner of the City Parcel, Hotchkin Parcel or Estate Parcel, the owner of the City Parcel, Hotchkin Parcel or Estate Parcel shall have the right to sue for specific performance.

10. Notices. Any notice, demand, request or other communication shall be effective only if: (i) delivered by hand to the party whose attention it is directed; (ii) sent by Federal Express or similar service for next business day delivery; or, (iii) by mailing the same by registered or certified mail postage prepaid, return receipt requested, to the addresses listed below, or at such other address as the parties may from time to time designate by notice. Every notice, demand, request or other communication hereunder shall be deemed to have been given when personally delivered or on the second business day following the date when the communication is delivered to said service if it is sent by Federal Express or similar service or on the fifth business day following the date it is deposited in the United States mail if the U.S. Mail is utilized.

If to Maruti:                    Maruti Real Estate LLC  
    1271 N. Lake Street  
    Aurora, Illinois 60506

With a copy to:

If to the City:                    City of Aurora  
    Attn: City Attorney  
    44 East Downer Place  
    Aurora, Illinois 60507

With a copy to:                    Jason A. Guisinger, Esq.  
    Klein, Thorpe and Jenkins, Ltd.  
    20 N. Wacker Drive, Suite 1660  
    Chicago, IL 60606  
    Facsimile No.: 312-984-6444

If to the Estate:                    Gary G. Piccony, as Executor of the  
    Estate of Paul W. Soderstrom

With a copy to:

If to Hotchkin: Philip E. Hotchkin  
422 Grand Avenue  
Aurora, Illinois 60506

With a copy to:

Alternatively, a notice, demand, request or other communication may be given by facsimile transmission subject to the following conditions:

- i. The facsimile numbers to be utilized shall be those numbers as listed above or such other numbers as are provided by any such parties;
- ii. Any facsimile which is initiated after 4:00 p.m. on any given day shall be deemed given on the immediately following business day;
- iii. The sender or transmitter of the communication shall also make a duplicate notification in accordance with the terms of the first sentence of this Paragraph;
- iv. Any facsimile transmission made on a day other than a business day shall be deemed given on the first business day following the date the facsimile transmission is made; and
- v. Any facsimile transmission made on a business day and prior to 4:00 p.m. shall be deemed given on the date of transmission.

11. Miscellaneous.

A. Illegality, Invalidity or Unenforceability. The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

B. Headings. The headings of articles and paragraphs in this Easement Agreement are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Paragraphs of Sections.

C. Governing Law. This Agreement is governed by the laws of the State of Illinois, including, without limitation, matters affecting title to all real property described herein.



MARUTI:

MARUTI REAL ESTATE LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, \_\_\_\_\_ of MARUTI REAL ESTATE LLC, an Illinois limited liability company, and not individually, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

ESTATE:

GARY G. PICCONY, AS EXECUTOR OF THE  
ESTATE OF PAUL W. SODERSTROM

\_\_\_\_\_

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that the above-named GARY G. PICCONY, AS EXECUTOR OF THE  
ESTATE OF PAUL W. SODERSTROM, 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 he signed and delivered the said instrument as his own free and voluntary act  
for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_

Notary Public

Commission expires \_\_\_\_\_

HOTCHKIN:

---

PHILIP E. HOTCHKIN

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named PHILIP E. HOTCHKIN, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Notary Public

Commission expires \_\_\_\_\_

Exhibit A

ENTIRE CITY PARCEL  
(Flag And Flagpole)



# Exhibit A - City Parcel

## ALTA / ACSM LAND TITLE SURVEY

LEGAL DESCRIPTION:  
 THAT PART OF LOT 12 AND 13 IN BLOCK 2 OF THE GEORGE ACRES AND PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 12 WITH THE EASTERLY LINE OF NORTH LAKE STREET, SAID EASTERLY LINE BEING 40 FEET NORMALLY DISTANT FROM THE CENTER LINE OF SAID NORTH LAKE STREET; THENCE SOUTH 22 DEGREES 45 MINUTES EAST ALONG SAID EASTERLY LINE, 54 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 22 DEGREES 45 MINUTES EAST ALONG SAID EASTERLY LINE, 16 FEET; THENCE NORTH 67 DEGREES 15 MINUTES EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 12, 250.19 FEET TO THE WESTERLY LINE OF SAID LOT 13; THENCE SOUTH 21 DEGREES 30 MINUTES EAST ALONG SAID WESTERLY LINE, 100 FEET TO A POINT 140 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 67 DEGREES 15 MINUTES EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 12, 148.61 FEET TO THE WEST LINE OF THE EAST 160 FEET OF SAID LOT 13; THENCE NORTH 22 DEGREES 53 MINUTES 12 SECONDS WEST ALONG SAID WEST LINE, 169.98 FEET TO THE SOUTHERLY LINE OF SAID LOT 12; THENCE NORTH 67 DEGREES 15 MINUTES EAST ALONG SAID SOUTHERLY LINE, 109.80 FEET TO THE EASTERLY LINE OF SAID LOT 12; THENCE NORTH 20 DEGREES 44 MINUTES 07 SECONDS WEST ALONG SAID EASTERLY LINE, 80 FEET TO THE NORTHERLY LINE OF SAID LOT 12; THENCE SOUTH 67 DEGREES 15 MINUTES WEST ALONG SAID NORTHERLY LINE, 273.52 FEET TO A POINT 275.50 FEET EASTERLY OF (MEASURED ALONG SAID NORTHERLY LINE) THE CENTER LINE OF NORTH LAKE STREET; THENCE SOUTH 22 DEGREES 45 MINUTES EAST PARALLEL WITH SAID CENTER LINE, 134 FEET TO A LINE DRAWN NORTH 67 DEGREES 15 MINUTES EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 12, FROM THE POINT OF BEGINNING; THENCE SOUTH 67 DEGREES 15 MINUTES WEST ALONG SAID PARALLEL LINE, 235.50 FEET TO THE POINT OF BEGINNING; IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS

PARCEL CONTAINS 51,419.2 SQUARE FEET, MORE OR LESS

COMMON ADDRESS: 1275 N. LAKE STREET, AURORA, ILLINOIS.

P.I.N.# 15-10-352-039

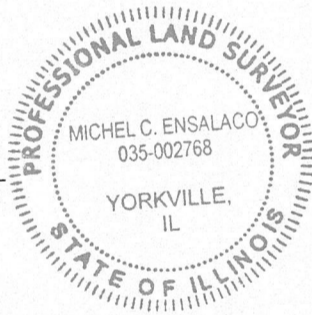
TO: Commonwealth Land Title Insurance Company,  
 City of Aurora and;  
 Beale Properties, LLC;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 7(a), 8, 9 and 11(a) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 30, 2013.

PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

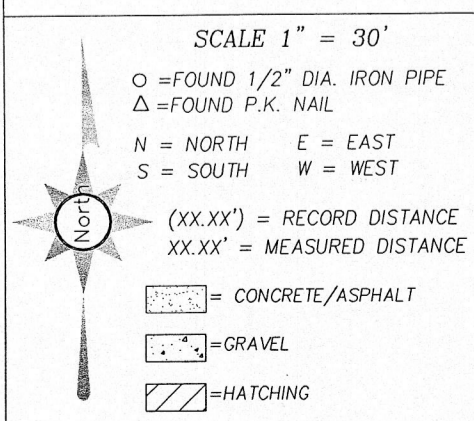
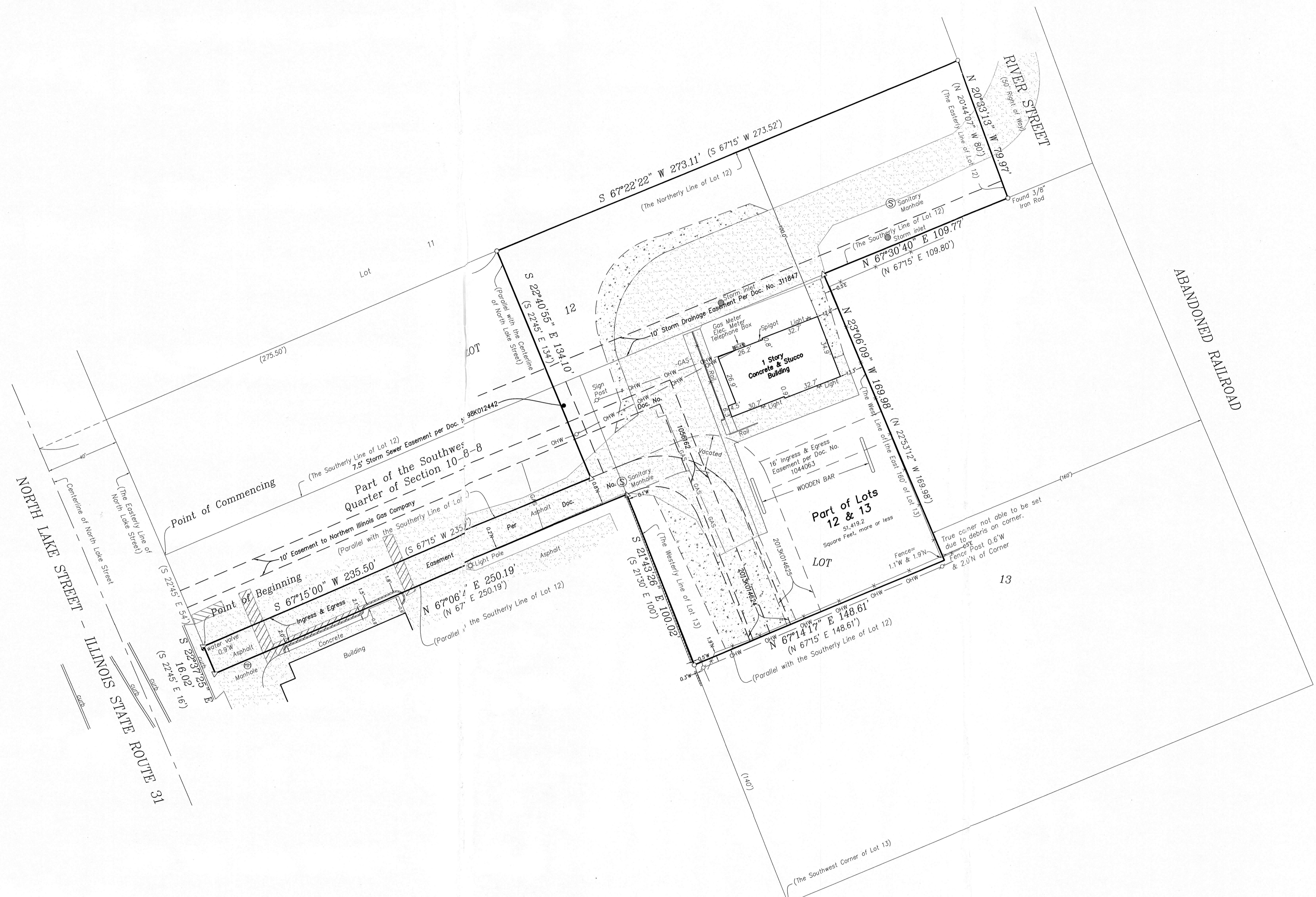
DATED AT YORKVILLE, ILLINOIS ON JUNE 5, 2013.

*Michel C. Ensalaco*  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2768



### NOTES:

- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED ARE UNKNOWN AND ARE NOT SHOWN.
- NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE FOLLOWING OFFICES SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS: TELEPHONE, ELECTRIC, WATER, SEWER, STORM, AND CABLE T.V.
- THIS IS AN ALTA/ACSM SURVEY. IT IS NOT INTENDED TO BE USED AS THE BASIS FOR ENGINEERING/STRUCTURAL DESIGN.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS, AND OTHER DOCUMENTS WHICH MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON WAS GAINED FROM TITLE COMMITMENT NO. 2417634, PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY DATED MARCH 27, 2013.



MICHEL C. ENSALACO P.L.S., 768 EXP. 11/30/2014  
 ERIC C. POKORNY P.L.S., 318 EXP. 11/30/2014

**TODD SURVEYING**  
 PROFESSIONAL LAND SURVEYING SERVICES  
 CORNERSTONE SURVEYING, PC  
 1304 SUNSET AVENUE E  
 YORKVILLE, ILLINOIS 60560  
 PHONE 630-932-1308 FAX 630-932-5544  
 Survey is valid only if original section is in hand.

Client:	Hamm Way - Hamory Drive
Book #:	2113 & Sheet 1 Div 5100 U
Drawn By:	MICHEL/ERIC
Checked By:	
Reference:	2013/0122
Field Work Completed:	05/30/2013
Rev. Date:	Rev. Description:
Project Number:	2013-0456



# Exhibit A1 - City Parcel



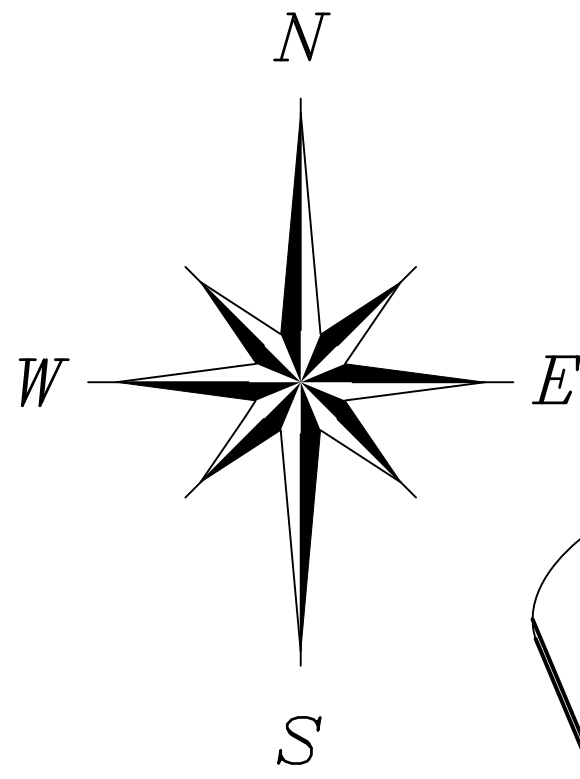


Exhibit B

CURRENT MARUTI PARCELS  
(Divided By City Flagpole)

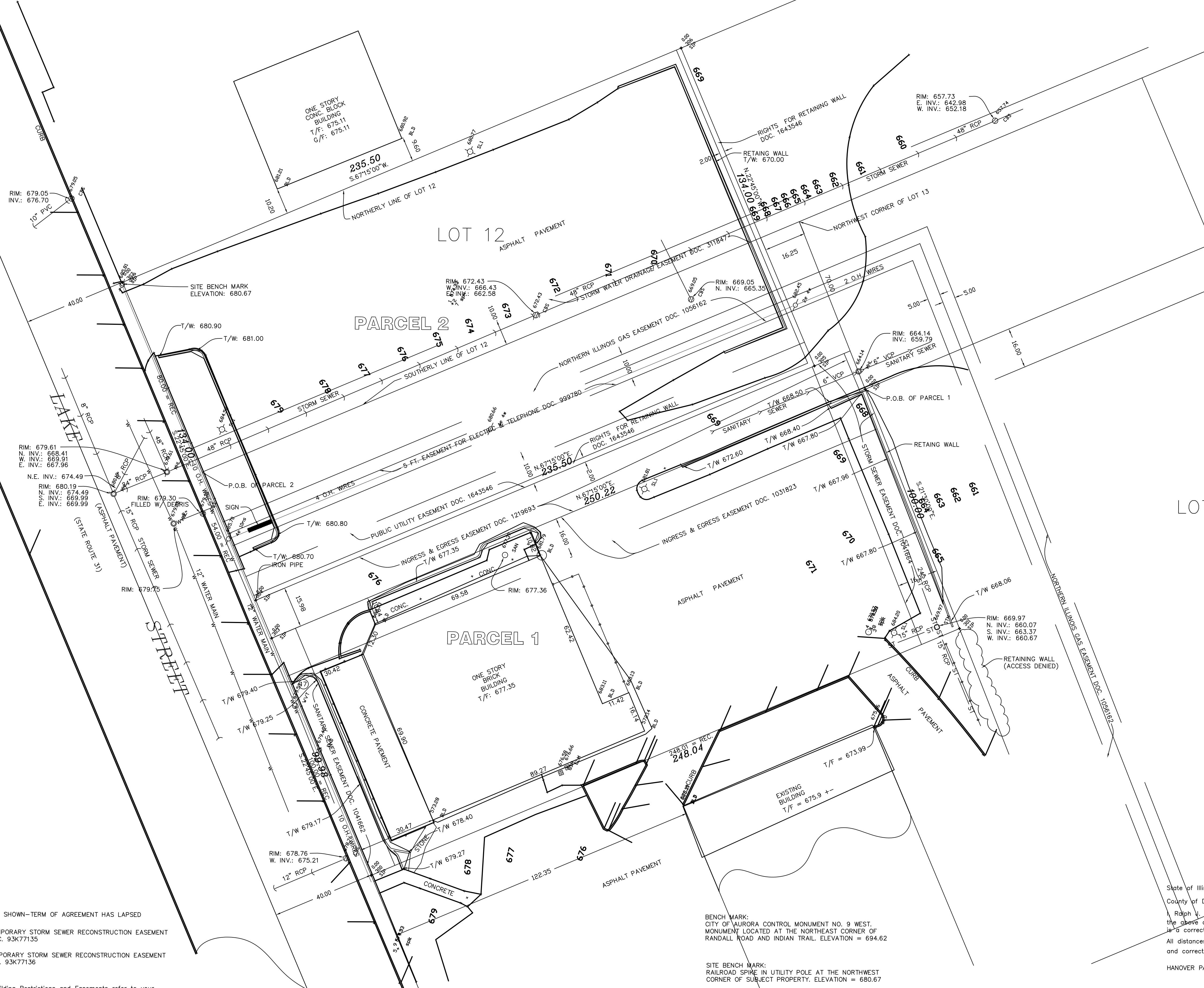
**Exhibit B - Maruti Parcels**

*PLAT OF SURVEY*



**LEGEND**

- STORM SEWER MANHOLE
- CATCH BASIN
- SANITARY SEWER MANHOLE
- MANHOLE (UNKNOWN)
- ⊠ ELECTRIC METER
- ⊠ GAS METER
- ⊠ FIRE HYDRANT
- ⊠ WATER VAULT
- ⊠ UTILITY POLE
- ⊠ STREET LIGHT



**PARCEL 1**  
 THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 13 IN BLOCK 2 OF "THE GEORGE ACRES"; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 13, 70 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE 100 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE SOUTHERLY LINE OF LOT 12 IN SAID BLOCK 2, 248.01 FEET TO A LINE DRAWN PARALLEL WITH AND 40 FEET EASTERLY OF MEASURED AT RIGHT ANGLES THERETO THE CENTER LINE OF ILLINOIS ROUTE 31; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE 100 FEET TO A LINE DRAWN SOUTHWESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 12, FROM THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

**PARCEL 2**  
 THAT PART OF LOT 12 IN BLOCK 2 OF THE GEORGE ACRES AND PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 12 WITH THE EASTERLY LINE OF NORTH LAKE STREET, SAID EASTERLY LINE BEING 40 FEET NORMALLY DISTANT FROM THE CENTER LINE OF SAID NORTH LAKE STREET; THENCE SOUTH 22 DEGREES, 45 MINUTES 0 SECONDS EAST ALONG SAID EASTERLY LINE 54 FEET; THENCE NORTH 67 DEGREES, 15 MINUTES, 0 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 12, 235.50 FEET; THENCE NORTH 22 DEGREES, 45 MINUTES, 0 SECONDS WEST PARALLEL WITH THE CENTER LINE OF SAID NORTH LAKE STREET 134 FEET TO THE NORTHERLY LINE OF SAID LOT 12; THENCE SOUTH 67 DEGREES, 15 MINUTES, 0 SECONDS WEST ALONG SAID NORTHERLY LINE TO SAID EASTERLY LINE OF NORTH LAKE STREET; THENCE SOUTH 22 DEGREES, 45 MINUTES, 0 SECONDS EAST ALONG SAID EASTERLY LINE 80 FEET TO THE POINT OF BEGINNING; IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

**HARRINGTON** 2381 LEEWARD LANE  
 HANOVER PARK, IL. 60133  
 EST. 1970 VOICE (850) 850-4894  
**LAND SURVEYING LTD.** FAX (850) 850-5525  
 ILLINOIS & WISCONSIN

ORDERED BY: KOZIOL ENGINEERING  
 SCALE: 1" = 20'

SURVEY NO.: 007-07  
 DRAWN BY: J.M.M.  
 FILE NAME: 007-07.DWG

NOT SHOWN—TERM OF AGREEMENT HAS LAPSED  
 TEMPORARY STORM SEWER RECONSTRUCTION EASEMENT DOC. 93K77135  
 TEMPORARY STORM SEWER RECONSTRUCTION EASEMENT DOC. 93K77136

For Building Restrictions and Easements refer to your Abstract Deed, Guarantee Policy and Local Ordinances. COMPARE ALL POINTS BEFORE BUILDING AND AT ONCE REPORT ANY DIFFERENCE

BENCH MARK: CITY OF AURORA CONTROL MONUMENT NO. 9 WEST. MONUMENT LOCATED AT THE NORTHEAST CORNER OF RANDALL ROAD AND INDIAN TRAIL. ELEVATION = 694.62

SITE BENCH MARK: RAILROAD SPIKE IN UTILITY POLE AT THE NORTHWEST CORNER OF SUBJECT PROPERTY. ELEVATION = 680.67

State of Illinois } S.S.  
 County of Du Page }  
 I, Ralph J. Harrington, do hereby certify that I have surveyed the above described property and that the plat thereon drawn is a correct representation of same.  
 All distances are given in feet and decimal parts thereof and correct at 62° Fahrenheit.  
 HANOVER PARK, ILLINOIS MARCH 2, 2007



# Exhibit B1 - Maruti Parcels





Exhibit C

HOTCHKIN PARCEL

# Exhibit C - Hotchkin Parcel

## ALTA/ACSM LAND TITLE SURVEY

DALE FLOYD LAND SURVEYING L.L.C.

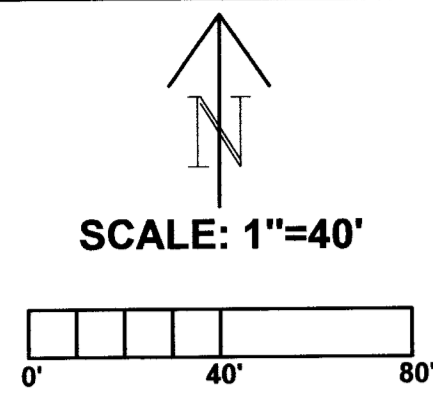
2600 KESLINGER ROAD SUITE A  
GENEVA, ILLINOIS 60134  
PHONE: 630-232-7705 FAX: 630-232-7725

**PARCEL 1:**  
THE SOUTHERLY 140 FEET, MEASURED ALONG THE WESTERLY LINE, OF LOT 13 IN BLOCK 2 OF THE GEORGE ACRES, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

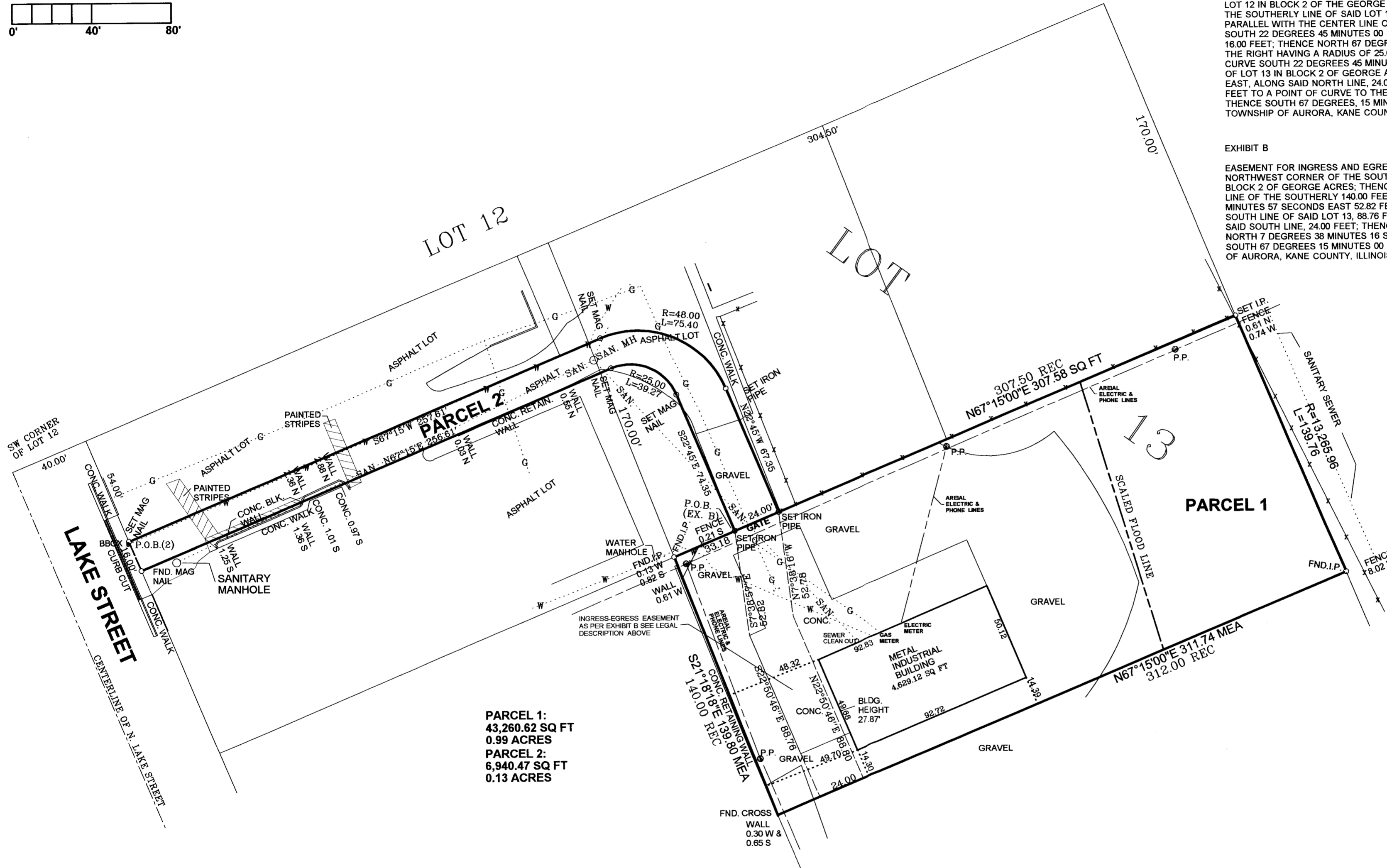
**PARCEL 2:**  
EASEMENT FOR INGRESS AND EGRESS OVER THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OVER THAT PART OF LOT 13, BLOCK 2 OF THE GEORGE ACRES, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 12 IN BLOCK 2 OF THE GEORGE ACRES; THENCE NORTH 69 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOT 12, 40.00 FEET; THENCE SOUTH 22 DEGREES 45 MINUTES 00 SECONDS EAST PARALLEL WITH THE CENTER LINE OF NORTH LAKE STREET 54.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 22 DEGREES 45 MINUTES 00 SECONDS EAST PARALLEL WITH SAID CENTER LINE OF NORTH LAKE STREET 16.00 FEET; THENCE NORTH 67 DEGREES 15 MINUTES 00 SECONDS EAST 256.61 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND AN ARC LENGTH OF 39.27 FEET; THENCE TANGENT FROM SAID CURVE SOUTH 22 DEGREES 45 MINUTES 00 SECONDS EAST, TO THE NORTH LINE OF THE SOUTHERLY 140.00 FEET OF LOT 13 IN BLOCK 2 OF GEORGE ACRES, 74.35 FEET; THENCE NORTH 67 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, 24.00 FEET; THENCE NORTH 22 DEGREES 45 MINUTES 00 SECONDS WEST 67.35 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET AND AN ARC LENGTH OF 75.40 FEET; THENCE SOUTH 67 DEGREES 15 MINUTES 00 SECONDS WEST 257.61 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

EXHIBIT B

EASEMENT FOR INGRESS AND EGRESS OVER PART OF LOT 13 OF GEORGE ACRES: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHERLY 140.00 FEET, MEASURED ALONG THE WESTERLY LINE OF LOT 13 IN BLOCK 2 OF GEORGE ACRES; THENCE NORTH 67 DEGREES 5 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHERLY 140.00 FEET, 33.18 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 7 DEGREES 38 MINUTES 57 SECONDS EAST 52.82 FEET; THENCE SOUTH 22 DEGREES 50 MINUTES 46 SECONDS EAST, TO THE SOUTH LINE OF SAID LOT 13, 88.76 FEET; THENCE NORTH 67 DEGREES 15 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE, 24.00 FEET; THENCE NORTH 22 DEGREES 50 MINUTES 46 SECONDS WEST 88.80 FEET; THENCE NORTH 7 DEGREES 38 MINUTES 16 SECONDS WEST, TO THE NORTH LINE OF SAID 140.00 FEET, 52.78 FEET; THENCE SOUTH 67 DEGREES 15 MINUTES 00 SECONDS WEST 24.00 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.



SCALE: 1"=40'



**PARCEL 1:**  
43,260.62 SQ FT  
0.99 ACRES  
**PARCEL 2:**  
6,940.47 SQ FT  
0.13 ACRES

**SURVEYORS NOTES**

FLOOD LINE LOCATION AS PER FEMA FLOOD MAP NUMBER 17089C0340H, MAP REVISED AUGUST 3, 2009.  
ZONING M-1 AS PER CITY OF AURORA ZONING WEB-SITE.

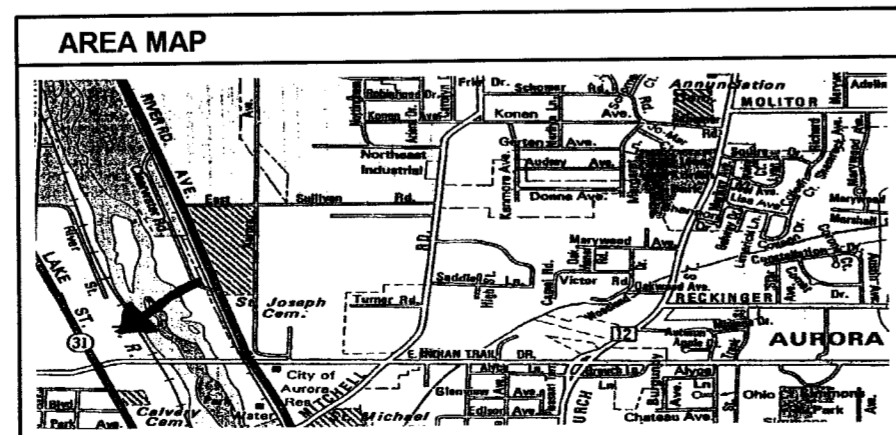
**CERTIFICATION**

TO PHIL HOTCHKIN AND ATTORNEY TITLE GUARANTY FUND, INCORPORATED. THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b-1), 7(b-2), 7(c), 8, 9, 11(a), 11(b), 12, 14, 16, 17, 18, 20(a) AND 20(b) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 4TH, 2013.

DATED: 3-1-2013

DALE A. FLOYD, I.P.L.S.  
No.035.002876

LEGEND	
MH = MANHOLE	W = WATER
CB = CATCH BASIN	P = PHONE
FH = FIRE HYDRANT	E = ELECTRIC
P.P. = POWER POLE	G = GAS
LB = LIGHT BASE	STM = STORM
FND.I.P. = FOUND IRON PIPE	MEA = MEASURE
P.U.E. = PUBLIC UTILITY EASEMENT	REC = RECORD
..... UNDERGROUND UTILITY	- - - - - FENCE
..... AREAL UTILITY	
..... CENTERLINE	
..... BUILDING TIE	
..... EASEMENT	



LICENSE EXPIRATION DATE 11-30-2014

JOB #001112-21



# Exhibit C1 - Hotchkin Parcel





Exhibit D

ESTATE PARCEL





SECTION 10 - 39 - 8  
104 CHAINS

**LEGAL DESCRIPTION**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 11.04 CHAINS; THENCE NORTH 67°15' EAST TO THE CENTER LINE OF THE HIGHWAY; THENCE SOUTH 22°45' EAST ALONG SAID CENTER LINE 799.6 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID CENTER LINE 288.3 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 114.83 FEET TO THE NORTHWEST CORNER OF PREMISES CONVEYED TO AURORA TOWNSHIP ROAD DISTRICT BY DEED DATED AUGUST 6, 1963 AND RECORDED FEBRUARY 26, 1964 IN BOOK 2220, PAGE 75 AS DOCUMENT 1018320; THENCE NORTH 78°20'56" EAST ALONG THE NORTHERLY LINE OF SAID PREMISES 128.85 FEET; THENCE NORTH 85°10'58" EAST 100.01 FEET; THENCE SOUTH 88°23'54" EAST 50.56 FEET; THENCE NORTH 58°47' EAST TO THE CENTER LINE OF FOX RIVER; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID FOX RIVER TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE SOUTHERLY LINE OF LOT 13 IN BLOCK 2 OF THE GEORGE ACRES, AURORA, EXTENDED EASTERLY; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE EXTENDED AND SAID SOUTHERLY LINE TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE SOUTHEASTERLY 491.20 FEET TO THE POINT OF BEGINNING (EXCEPTING THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY) IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

STATE OF ILLINOIS)SS  
COUNTY OF KANE )

WE, LOVEJOY, SMITH, RIBANDO & ASSOCIATES, INC., HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND LOCATED THE BUILDINGS AS SHOWN HEREON AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY; DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DATED AT AURORA, ILLINOIS, THIS \_\_\_\_\_ DAY,  
OF \_\_\_\_\_ A.D., 19\_\_\_\_

ILLINOIS REGISTERED LAND SURVEYOR NO. 2387

9 10  
16 15

LOVEJOY, SMITH, RIBANDO & ASSOC.			
CIVIL ENGINEERS & SURVEYORS			
BOX 225 SUGAR GROVE, ILLINOIS			
SCALE 1" = 40'	DRAWN BY D.P.	DATE 8-11-78	JOB NO 8226-U1
PLAT OF SURVEY			
FOR: U.S. REDUCTION CO.			DWG. NO.



# Exhibit D1 - Estate Parcel





Exhibit E

EXISTING EASEMENT

# Exhibit E - Existing Easement



2013K014624

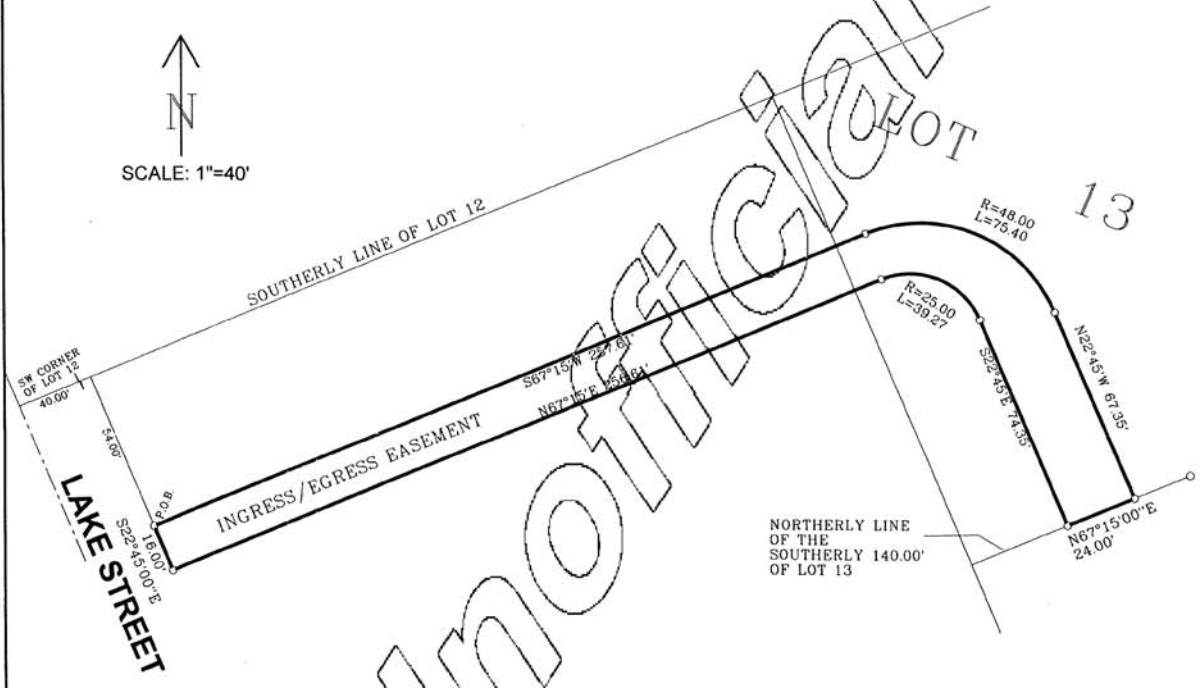
## PLAT OF EASEMENT DALE FLOYD LAND SURVEYING L.L.C.

SANDY WEGMAN  
RECORDER - KANE COUNTY, IL  
RECORDED: 2/25/2013 9:40 AM  
REC FEE: 34.00 RHSPS FEE: 10.00

2600 KESLINGER ROAD SUITE A  
GENEVA, ILLINOIS 60134  
PHONE: 630-232-7705 FAX: 630-232-7725

PAGES: 6

EASEMENT FOR INGRESS AND EGRESS OVER THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OVER THAT PART OF LOT 13, BLOCK 2 OF THE GEORGE ACRES, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 12 IN BLOCK 2 OF THE GEORGE ACRES; THENCE NORTH 69 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOT 12, 40.00 FEET; THENCE SOUTH 22 DEGREES 45 MINUTES 00 SECONDS EAST PARALLEL WITH THE CENTER LINE OF NORTH LAKE STREET 54.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 22 DEGREES 45 MINUTES 00 SECONDS EAST PARALLEL WITH SAID CENTER LINE OF NORTH LAKE STREET 16.00 FEET; THENCE NORTH 67 DEGREES 15 MINUTES 00 SECONDS EAST 256.61 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND AN ARC LENGTH OF 39.27 FEET; THENCE TANGENT FROM SAID CURVE SOUTH 22 DEGREES 45 MINUTES 00 SECONDS EAST, TO THE NORTH LINE OF THE SOUTHERLY 140.00 FEET OF LOT 13 IN BLOCK 2 OF GEORGE ACRES, 74.35 FEET; THENCE NORTH 67 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, 24.00 FEET; THENCE NORTH 22 DEGREES 45 MINUTES 00 SECONDS WEST 67.35 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET AND AN ARC LENGTH OF 75.40 FEET; THENCE SOUTH 67 DEGREES, 15 MINUTES 00 SECONDS WEST 257.61 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.



### SURVEYORS CERTIFICATE

STATE OF ILLINOIS  
S.S.  
COUNTY OF KANE  
WE, DALE FLOYD LAND SURVEYING L.L.C., A  
PROFESSIONAL DESIGN FIRM, LICENSE NO. 184-004129  
DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED  
PROPERTY HAS BEEN SURVEYED IN THE MANNER  
REPRESENTED ON THE PLAT HEREON DRAWN.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS  
THEREOF.

GENEVA, ILLINOIS 1-31 A.D. 2013

*Dale Floyd*  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002876

LICENSE EXPIRATION DATE 11-30-2014

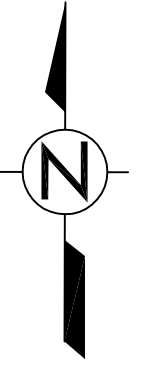


Exhibit F

CITY FLAGPOLE PARCEL

# PLAT OF SURVEY

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS.



BASIS OF BEARING IS ASSUMED  
SCALE: 1" = 30'

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF LOT 12 OF THE GEORGES ACRES WITH THE EASTERLY LINE OF NORTH LAKE STREET, SAID EASTERLY LINE BEING 40 FEET NORMALLY DISTANT FROM THE CENTER LINE OF SAID NORTH LAKE STREET; THENCE SOUTH 22 DEGREES 45 MINUTES EAST ALONG SAID EASTERLY LINE 54 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 22 DEGREES 45 MINUTES EAST ALONG SAID EASTERLY LINE, 16 FEET; THENCE NORTH 67 DEGREES 15 MINUTES EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 12, 235.50 FEET; THENCE NORTH 22 DEGREES 45 MINUTES WEST, 16 FEET; THENCE SOUTH 67 DEGREES 15 MINUTES WEST 235.50 FEET TO THE POINT OF BEGINNING; IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY (STATE OF ILLINOIS) COUNTY OF DU PAGE) S.S.

I, WARREN D. JOHNSON, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. SURVEY IS BASED ON SURVEY PROVIDED BY THE CITY OF AURORA TO DJA PREPARED BY TODD SURVEYING DATED 05-30-2013, PROJECT NUMBER 2013-0456

DATED AT WHEATON, IL, THIS 6TH DAY OF OCTOBER A.D. 2015.

*Warren D. Johnson*  
ILLINOIS REGISTERED LAND SURVEYOR NO. 2971

**DJA** CIVIL ENGINEERS & SURVEYORS  
DAVE JOHNSON and ASSOCIATES, Ltd.  
312 S. Hale Street Wheaton, IL 60187  
ph. 630 752 8600 fax. 630 752 9556  
e-mail: DJA@DJAonline.net

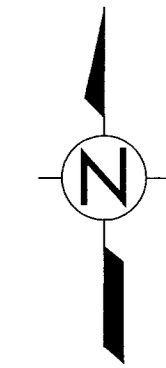
Exhibit G

MARUTI EASEMENT

# ACCESS EASEMENT EXHIBIT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS.

RECEIVED  
DEC 16 2015  
CITY OF AURORA  
PLANNING DIVISION



BASIS OF BEARING IS ASSUMED  
SCALE: 1" = 30'

**LEGAL DESCRIPTION FOR ACCESS EASEMENT IN THROUGH MARUTI SUBDIVISION:**

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 12 AND A LINE 40 FOOT NORMALLY DISTANT FROM THE CENTER LINE OF LAKE STREET; THENCE NORTH 67 DEGREES 15 MINUTES EAST 235.50 FEET; THENCE SOUTH 22 DEGREES 45 MINUTES EAST 32.33 FEET; THENCE SOUTH 67 DEGREES 15 MINUTES WEST 235.50 FEET; THENCE NORTH 22 DEGREES 45 MINUTES WEST 32.33 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION FOR ACCESS EASEMENT IN CITY OF AURORA PARCEL:**

COMMENCING AT A POINT 275.5 FEET EASTERLY OF THE CENTER LINE OF LAKE STREET AS MEASURED ALONG THE NORTHERLY LINE OF LOT 12; THENCE NORTH 67 DEGREES 15 MINUTES EAST 70.11 FEET; THENCE SOUTH 22 DEGREES 45 MINUTES EAST 249.96 FEET; THENCE SOUTH 67 DEGREES 15 MINUTES WEST 24 FEET; THENCE NORTH 22 DEGREES 45 MINUTES WEST 217.63 FEET; THENCE SOUTH 67 DEGREES 15 MINUTES WEST 46.11 FEET; THENCE NORTH 22 DEGREES 45 MINUTES WEST 32.33 FEET TO THE POINT OF BEGINNING.

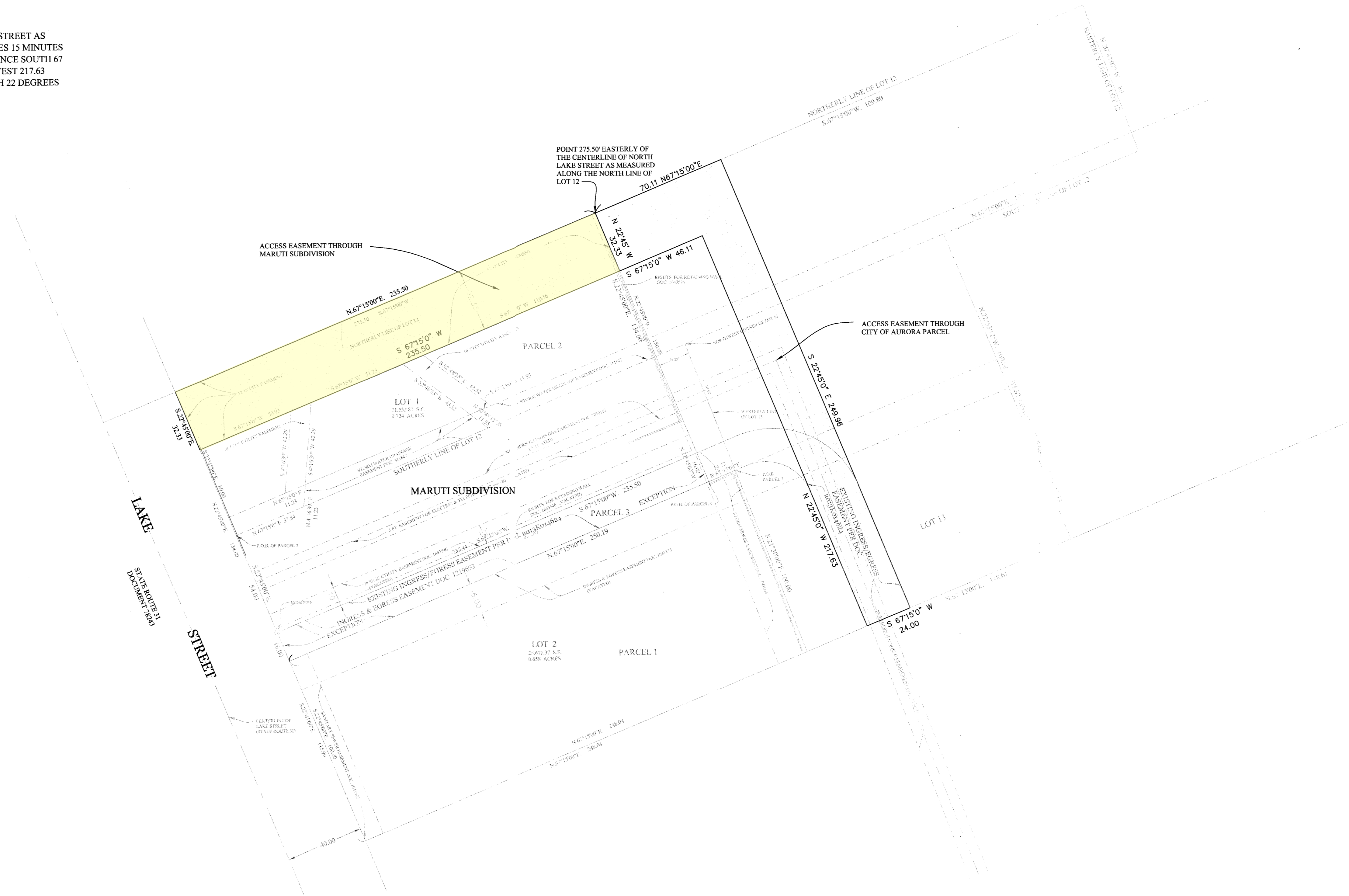




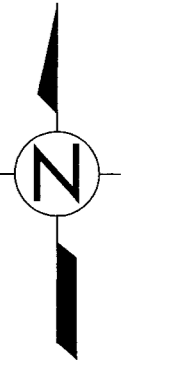
Exhibit H

CITY EASEMENT

# ACCESS EASEMENT EXHIBIT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS.

RECEIVED  
DEC 16 2015  
CITY OF AURORA  
PLANNING DIVISION



BASIS OF BEARING IS ASSUMED  
SCALE: 1" = 30'

**LEGAL DESCRIPTION FOR ACCESS EASEMENT IN THROUGH MARUTI SUBDIVISION:**

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 12 AND A LINE 40 FOOT NORMALLY DISTANT FROM THE CENTER LINE OF LAKE STREET; THENCE NORTH 67 DEGREES 15 MINUTES EAST 235.50 FEET; THENCE SOUTH 22 DEGREES 45 MINUTES EAST 32.33 FEET; THENCE SOUTH 67 DEGREES 15 MINUTES WEST 235.50 FEET; THENCE NORTH 22 DEGREES 45 MINUTES WEST 32.33 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION FOR ACCESS EASEMENT IN CITY OF AURORA PARCEL:**

COMMENCING AT A POINT 275.5 FEET EASTERLY OF THE CENTER LINE OF LAKE STREET AS MEASURED ALONG THE NORTHERLY LINE OF LOT 12; THENCE NORTH 67 DEGREES 15 MINUTES EAST 70.11 FEET; THENCE SOUTH 22 DEGREES 45 MINUTES EAST 249.96 FEET; THENCE SOUTH 67 DEGREES 15 MINUTES WEST 24 FEET; THENCE NORTH 22 DEGREES 45 MINUTES WEST 217.63 FEET; THENCE SOUTH 67 DEGREES 15 MINUTES WEST 46.11 FEET; THENCE NORTH 22 DEGREES 45 MINUTES WEST 32.33 FEET TO THE POINT OF BEGINNING.

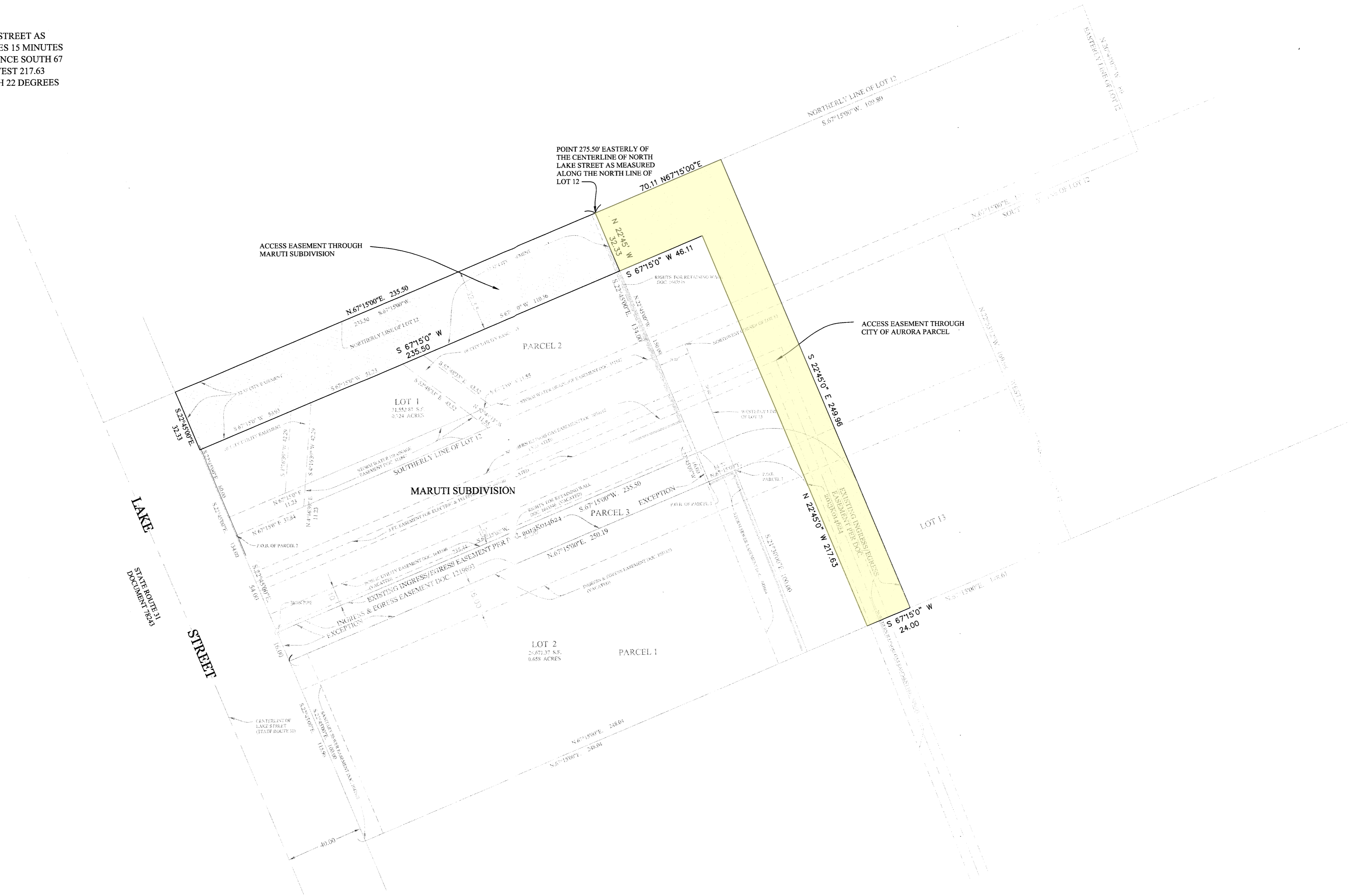


Exhibit I

AERIAL PHOTOGRAPH



# Exhibit I - Aerial Photograph

