# PLAT OF EASEMENT

TO THE

## CITY OF AURORA KANE COUNTY, ILLINOIS

PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS.

N89°05'31"E 29.00'

29.00

15.00

S87°59'31"W

5.00

10.00

N43°34'02"E

S43°34'02"W

6.00'

NORTH LINE OF PARCEL

15-11-426-018

15-11-426-036

15-11-426-033

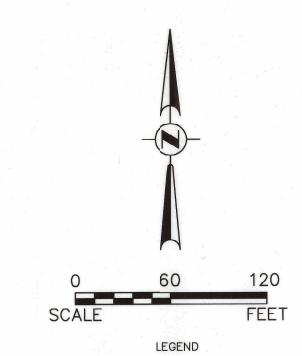
N87°59'31"E 409.51

RECKINGER ROAD

30' ROW PER DEDICATION DOC 369199 TRACT 1

DESCRIBED IN DOC 2007K028'82





= POINT OF BEGINNING = POINT OF COMMENCEMENT

CITY CLERK'S CERTIFICATE

COUNTY OF KANE)

THIS IS TO CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE GRANT OF EASEMENT DEPICTED HEREON, AURORA KANE COUNTY, AND ACCEPTED BY RESOLUTION NO.

ADOPTED BY THE AURORA CITY COUNCIL ON\_

CITY CLERK

CITY ENGINEER'S CERTIFICATE

COUNTY OF KANE)

I, THE UNDERSIGNED, AS CITY ENGINEER OF THE CITY OF AURORA, KANE/DUPAGE AND WILL COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED

UNDER MY OFFICES THIS \_\_\_\_\_DAY OF \_\_\_\_\_

CITY ENGINEER

PLEASE TYPE/PRINT NAME

COUNTY RECORDER'S CERTIFICATE

COUNTY OF KANE)

I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR

COUNTY DO HEREBY CERTIFY THAT INSTRUMENT NUMBER WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF \_\_\_\_\_

ON THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_ AT \_\_\_\_\_O'CLOCK \_\_\_\_.M.

RECORDER OF DEEDS

PLEASE TYPE/PRINT NAME

#### OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT FOX METRO WATER RECLAMATION DISTRICT IS THE RECORD OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AFFIXED HEREON, AND DOES HEREBY CONSENT TO THE GRANT OF EASEMENT DEPICTED HEREON.

DATED THIS\_\_\_\_DAY OF\_

SIGNATURE

FOX METRO WATER RECLAMATION DISTRICT 682 STATE ROUTE 31

OSWEGO, IL 60506

STATE OF ILLINOIS)

COUNTY OF KANE)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE OWNER'S CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SAID INDIVIDUAL APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS\_\_\_\_DAY OF\_\_\_\_

NOTARY

PLEASE TYPE/PRINT NAME

NOTARY'S SEAL

### TEMPORARY CONSTRUCTION EASEMENT - LEGAL DESCRIPTION

50.79

N87°59'31"E

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THAT PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF BOREALIS TERRACE; THENCE NORTH 87 DEGREES 59 MINUTES 31 SECONDS EAST, ALONG THE CENTERLINE OF RECKINGER ROAD, 50.79 FEET TO THE SOUTHWEST CORNER OF PARCEL 2 DESCRIBED IN DOCUMENT 2007K028183; THENCE NORTH 00 DEGREES 15 MINUTES 35 SECONDS EAST, ALONG THE WEST LINE OF SAID PARCEL 2, 33.03 FEET; THENCE NORTH 87 DEGREES 59 MINUTES 31 SECONDS EAST, 409.51 FEET; THENCE NORTH 43 DEGREES 34 MINUTES 02 SECONDS EAST, 5.71 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 51 MINUTES 27 SECONDS WEST, 296.00 FEET; THENCE SOUTH 87 DEGREES 59 MINUTES 31 SECONDS WEST, 5.00 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 27 SECONDS WEST, 302.38 FEET; THENCE NORTH 47 DEGREES 53 MINUTES 57 SECONDS WEST, 19.13 FEET; THENCE NORTH OO DEGREES 51 MINUTES 27 SECONDS WEST, 327.43 FEET TO THE NORTH LINE OF PARCEL DESCRIBED IN DOCUMENT 2007K028182; THENCE NORTH 89 DEGREES 05 MINUTES 31 SECONDS EAST, ALONG SAID NORTH LINE, 29.00 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 27 SECONDS EAST, 928.56 FEET; THENCE SOUTH 43 DEGREES 34 MINUTES 02 SECONDS WEST, 14.29 FEET TO THE POINT OF BEGINNING.

TEMPORARY CONSTRUCTION EASEMENT PROVISIONS:

LOT 2

LOT 1

P.O.C.—

A TEMPORARY CONSTRUCTION EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AURORA ("CTY") FOR ALL AREAS HEREON PLATTED AND DESIGNATED AS "TEMPORARY CONSTRUCTION EASEMENT". THE PURPOSE OF THE TEMPORARY CONSTRUCTION EASEMENT IS FOR THE CONSTRUCTION OF FARNSWORTH AVENUE (SHEFFER ROAD TO I-88) IMPROVEMENT PROJECT IN ACCORDANCE WITHY CITY ORDINANCES AND APPROVED ENGINEERING PLANS.

THE TEMPORARY CONSTRUCTION EASEMENT SHALL EXPIRE ON DECEMBER 31, 2030, OR AT THE COMPLETION OF THE FARNSWORTH AVENUE (SHEFFER ROAD TO I-88) IMPROVEMENT PROJECT, WHICHEVER OCCURS LAST. THE GRANTOR SHALL HAVE THE RIGHT TO FULLY USE AND ENJOY THE SAID PREMISES, EXCEPT DURING CONSTRUCTION BY GRANTEE.

SAID EASEMENT SHALL FURTHER GRANT AND ALLOW THE CITY, ITS CONTRACTORS AND/OR ASSIGNS THE RIGHT TO PERFORM ALL WORK NECESSARY FOR THE CONSTRUCTION OF THE PROJECT. THE CITY SHALL HAVE THE RIGHT TO RE-GRADE THE GROUND SURFACE; WITHIN THE AREAS DESIGNATED AS A TEMPORARY CONSTRUCTION EASEMENT, WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF SAID FACILITIES AND STRUCTURES.

FOLLOWING ANY WORK TO BE PERFORMED BY THE CITY IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE CITY SHALL BACKFILL AND MOUND ANY TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE; TO REMOVE ALL EXCESS DEBRIS AND SPOIL AND TO LEAVE THE EASEMENT AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION. GRANTEE SHALL REMOVE ALL CONSTRUCTION RELATED DEBRIS AND MATERIAL, WHICH IS NOT AN INTEGRAL PART OF THE FARNSWORTH AVENUE (SHEFFER ROAD TO I-88) IMPROVEMENT PROJECT, INCLUDING, WITHOUT LIMITATION, ALL LITTER GENERATED BY THE CONSTRUCTION CREW. FOLLOWING CONSTRUCTION, GRANTEE SHALL RESTORE THE EASEMENT PRE- CONSTRUCTION CONDITION AS SOON AS PRACTICAL. GRANTEE SHALL INDEMNIFY AND HOLD GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL CLAIMS, INJURIES, SUITS,

ADDITIONAL INSURED. THE GRANT OF EASEMENT IS MADE AND EXECUTED BY THE GRANTOR SUBJECT TO ANY AND ALL EXISTING EASEMENTS AND COVENANTS, CONDITIONS AND

DAMAGES, COSTS, LOSSES, AND EXPENSES AND REASONABLE ATTORNEY'S FEES RESULTING FROM OR ARISING OUT OF THE INSTALLATION, MAINTENANCE, REPAIR, USE, OR EXISTENCE OF THE FARNSWORTH AVENUE (SHEFFER ROAD TO I-88) IMPROVEMENT PROJECT, EXCEPT WHERE THE CLAIMS, INJURIES, SUITS, DAMAGES, COSTS, LOSSES, AND EXPENSES ARISE OUT OF THE NEGLIGENCE OR INTENTIONAL ACTS OF THE GRANTOR AND GRANTOR'S AGENTS, SUCCESSORS OR ASSIGNS. GRANTEE SHALL PROVIDE GRANTOR WITH A CERTIFICATE OF INSURANCE FROM ITSELF AND ALL ITS SUBCONTRACTORS NAMING GRANTOR AS

### SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF GRANTING AN EASEMENT TO THE CITY OF AURORA FOR PURPOSES STATED HEREON, AND THAT THIS PLAT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL THIS 3rd DAY OF MARCH, 2025.



MARK G. SCHELLER ILLINOIS PROFESSIONAL LAND SURVEYOR #3581 (EXPIRES 11-30-26) ENGINEERING ENTERPRISES, INC. 52 WHEELER ROAD, SUGAR GROVE, IL 60554

Development Data Table: Easem	ent	
Description	Value	Unit
a) Tax/Parcel Identification Number(s 15-11-426-033, 15-11-426-036	s) (PINs): 5 & 15-11-42	26-038
a) Tax/Parcel Identification Number(s 15-11-426-033, 15-11-426-036 b) Subject Property being Dedicated	8 & 15-11-42	26-038 Acres



RESTRICTIONS OF RECORD.

**Engineering Enterprises, Inc.** CONSULTING ENGINEERS

52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 / www.eeiweb.com **CITY OF AURORA** 44 E. DOWNER PL. AURORA, IL 60506

**REVISIONS** DATE 03/06/24 CITY REVIEW 03/22/24 FMWRD REVIEW

PLAT OF EASEMENT

MARCH 03, 2025 DATE PROJECT NO. AU2204 FILE NO AU2204 FARNSWORTH EASE

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