

# PLAT OF EASEMENT

OWNER'S CERTIFICATE
STATE OF Kentseky) COUNTY OF Sekeison
COUNTY OF Serens
THIS IS TO CERTIFY THAT
THE MANAGER

NOTARY'S	CERTIFICAT

PRINT TITLE

STATE OF KENTUCKY )

COUNTY OF JEHENSON )

I, JEFFREN N MAHONE , 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 OF THE LIMITED PARTNERSHIP, FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 1314 DAY OF JANHARY A.D., 2020

NOTARY PUBLIC SIGNATURE

JEFFREY N MAHOHEY

PRINT NAME

(NOTARY'S SEAL)

# STORMWATER CONTROL EASEMENT PROVISIONS

A STORMWATER CONTROL EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AURORA ("CITY") FOR ALL AREAS HEREON PLATTED AND DESIGNATED AS "STORMWATER CONTROL EASEMENT", FOR A STORMWATER CONTROL FACILITY TO BE MAINTAINED BY THE OWNER OF SAID FACILITY IN ACCORDANCE WITH CITY ORDINANCES AND APPROVED ENGINEERING PLANS. SAID EASEMENT SHALL FURTHER GRANT AND ALLOW THE CITY, ITS CONTRACTORS AND OR ASSIGNS, THE RIGHT TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND OPERATE STORM SEWER PIPES AND STRUCTURES WITHIN SAID EASEMENT AND TO CONVEY STORMWATER WITHIN ANY SAID STORM SEWERS. NO ENCROACHMENT OF ANY KIND SHALL BE ALLOWED WITHIN SAID EASEMENT UNLESS THE CITY HAS DETERMINED THAT SAID ENCROACHMENT SHALL NOT INTERFERE WITH THE PROPER FUNCTIONING OF SUCH FACILITY. SUCH AS GARDENS, SHRUBS AND OTHER LANDSCAPING MATERIAL.

THE CITY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER CONTROL FACILITIES LOCATED WITHIN SAID EASEMENT. IF, UPON INSPECTION, THE CITY DISCOVERS THAT THE OWNER HEREOF ("OWNER") HAS FAILED TO MAINTAIN SAID FACILITIES. THE CITY SHALL NOTIFY OWNER OF ITS FINDINGS, AND OWNER SHALL MAKE REQUIRED REPAIRS WITHIN 15 DAYS AFTER THE CITY'S NOTICE. IF SUCH REPAIRS ARE NOT CAPABLE OF BEING COMPLETED WITHIN 15 DAYS, OWNER SHALL HAVE AS LONG AS IS REASONABLY NECESSARY TO COMPLETE SUCH REPAIRS, PROVIDED THAT THE CITY HAS GIVEN ITS APPROVAL.

IN THE EVENT THAT THE OWNER HAS NOT RESPONDED TO THE CITY'S NOTICE, THEN THE CITY MAY CAUSE SUCH REPAIRS TO BE MADE AND BILL OWNER FOR ALL COSTS THEREOF, AND SHALL HAVE THE RIGHT TO CUT TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED "STORMWATER CONTROL 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 HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED FOLLOWING SUCH MAINTENANCE WORK TO BACKFILL AND MOUND ANY TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

#### CITY EASEMENT PROVISIONS

A CITY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AURORA ("CITY") AND ITS FRANCHISEES, PERMITEES OR LICENSEES FOR ALL AREAS HEREON PLATTED AND DESIGNATED "CITY EASEMENT", TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES IN, UNDER, OVER, ACROSS, ALONG AND UPON THE SURFACE OF SAID EASEMENT, INCLUDING BUT NOT LIMITED TO THE FOLLOWING WITHOUT LIMITATION, WATER MAINS, STORMWATER RUNOFF, STORM SEWERS, SANITARY SEWERS, GAS MAINS, TELEPHONE CABLES, ELECTRICAL LINES, AND CABLE TELEVISION AND WHERE ADJACENT TO PUBLIC RIGHT OF WAY OR STORMWATER CONTROL EASEMENTS FOR PUBLIC PEDESTRIAN EGRESS AND INGRESS TO SIDEWALKS OR PATHWAY SYSTEMS. NO ENCROACHMENT OF ANY KIND SHALL BE ALLOWED WITHIN SAID EASEMENT UNLESS THE CITY DETERMINES THAT SAID ENCROACHMENT SHALL NOT INTERFERE WITH THE PROPER FUNCTIONING OF ALL SUCH PERMITTED USES, SUCH AS ENCROACHMENT BY NON—INTERFERING GARDENS, SHRUBS AND OTHER LANDSCAPING MATERIAL. THE CITY AND ITS FRANCHISEES, PERMITEES OR LICENSEES WITH PERMITS FROM THE CITY MAY ENTER UPON SAID EASEMENT FOR THE USES HEREIN SET FORTH AND HAVE THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED "CITY EASEMENT" WHICH ENCROACH ON AND INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND SUCH FACILITIES APPURTENANT THERETO.

FOLLOWING ANY WORK TO BE PERFORMED BY CITY FRANCHISEES, PERMITEES OR LICENSEES WITH PERMITS FROM THE CITY, IN THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN, SAID ENTITIES SHALL MAKE SURFACE RESTORATIONS, INCLUDING BUT NOT, LIMITED TO THE FOLLOWING: BACKFILL ANY TRENCH, RESTORE CONCRETE AND ASPHALT SURFACES, TOPSOIL AND SEED, REMOVE EXCESS DEBRIS, MAINTAIN AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION. ALL SAID RESTORATION SHALL BE COMPLETED IN ACCORDANCE WITH CITY STANDARDS AND SUBJECT TO CITY APPROVAL.

FOLLOWING ANY WORK TO BE PERFORMED BY THE CITY IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR SHRUBBERY.

# **CROSS-ACCESS EASEMENT PROVISIONS**

AN EASEMENT OF ACCESS IS HEREBY RESERVED OVER THE PORTIONS OF THE PROPERTY DESIGNATED AS THE "CROSS ACCESS EASEMENT" FOR THE BENEFIT OF THE OWNER FROM TIME TO TIME OF THE LAND ADJOINING TO THE SOUTH OF THE EASEMENT AREA HEREON PLATTED AND THEIR RESPECTIVE TENANTS, AGENTS, EMPLOYEES, VENDORS AND INVITEES. UPON A RECIPROCAL CROSS ACCESS EASEMENT BEING GRANTED TO THE OWNER OF THE LAND HEREON PLATTED AND DESCRIBED, AND THEIR RESPECTIVE TENANTS, AGENTS, EMPLOYEES, VENDORS AND INVITEES, TO USE THE EASEMENT AREA THEREON FOR ACCESS TO THE BUILDINGS, STRUCTURES AND FACILITIES CONSTRUCTED AND INSTALLED THEREON. THE PROVISIONS HEREOF SHALL ALSO APPLY TO THOSE ROADWAYS THAT MAY BE CONSTRUCTED ON THE LAND ADJOINING TO THE SOUTH OF THE EASEMENT AREA HEREON PLATTED PURSUANT TO FINAL PLANS APPROVED BY THE CITY. THE USE AND ENJOYMENT OF THE EASEMENT HEREIN RESERVED SHALL BE SUBJECT TO TERMS AND PROVISIONS SET FORTH BELOW.

EXCEPT TO THE EXTENT OTHERWISE PROVIDED ON A FINAL PLAN, THE EASEMENT AREA SHALL BE USED SOLELY AND EXCLUSIVELY FOR THE MOVEMENT OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC IN BOTH DIRECTIONS.

NO CARS, TRUCKS OR OTHER MOTOR VEHICLES SHALL BE PARKED OR LEFT UNATTENDED ON THE EASEMENT AREAS AND NO VEHICULAR OR OTHER OBSTRUCTIONS SHALL BE PLACED ON THE EASEMENT AREAS WHICH SHALL INTERFERE WITH OR PREVENT THE FREE MOVEMENT OF VEHICLES OVER THE EASEMENT AREAS.

ALL OWNERS SHALL COOPERATE AND WORK TOGETHER TO CONSTRUCT, MAINTAIN, REPAIR AND REPLACE THE DRIVEWAYS AND ROADWAYS INSTALLED WITHIN THE EASEMENT AREAS WITH ALL NEEDED MAINTENANCE, REPAIRS AND REPLACEMENTS BEING UNDERTAKEN AT SUCH TIMES AND IN SUCH A MANNER SO AS TO MINIMIZE THE DISRUPTION OF ACCESS TO THE BUILDINGS. STRUCTURES AND FACILITIES LOCATED ON SUCH LOTS WHILE SUCH WORK IS BEING UNDERTAKEN AND, EXCEPT FOR EMERGENCY REPAIRS, SHALL NOT BE CLOSED TO VEHICULAR TRAFFIC.

NO PERMANENT STRUCTURES SHALL BE LOCATED ON THE SURFACE OF OR ABOVE THE EASEMENT AREAS WHICH INTERFERE WITH THE FREE MOVEMENT OF VEHICULAR TRAFFIC THEREON. THE FOREGOING DOES NOT PROHIBIT THE INSTALLATION OF DIRECTIONAL TRAFFIC SIGNAGE THEREON OR THE INSTALLATION OF LIGHTING SO LONG AS SUCH SIGNS AND LIGHTING IS INSTALLED IN THE LOCATIONS SET FORTH ON THE FINAL PLANS AS APPROVED BY THE CITY.

THE EASEMENT HEREBY RESERVED IS EASEMENTS APPURTENANT TO THE LAND PLATTED HEREON AND IS INTENDED TO RUN WITH THE LAND AND BE BINDING UPON AND INURE TO THE BENEFIT OF ALL FUTURE OWNERS, OCCUPANTS AND HOLDERS OF SECURITY INTERESTS THEREIN.

#### CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF KANE )

I, THE UNDERSIGNED, AS CITY ENGINEER OF THE CITY OF AURORA, KANE/DUPAGE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED UNDER MY OFFICES THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_, A.D., 2020.

CITY ENGINEER

PLEASE TYPE/PRINT NAME

#### CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS )

COUNTY OF KANE )

THIS IS TO CERTIFY THAT THE ABOVE PLAT CORRE

THIS IS TO CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE GRANT OF EASEMENT DEPICTED HEREON, AND ACCEPTED BY RESOLUTION NUMBER

\_\_\_\_\_\_\_\_\_, A PROPER RESOLUTION ADOPTED BY THE AURORA CITY COUNCIL ON

CITY CLERK

# COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS

I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR KANE COUNTY DO HEREBY CERTIFY THAT INSTRUMENT NUMBER \_\_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2020 AT \_\_\_\_\_ O'CLOCK \_\_.M.

RECORDER OF DEEDS

PLEASE TYPE / PRINT NAME

# SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PLATTED THE ABOVE—DESCRIBED PROPERTY 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 20TH DAY OF \_\_MARCH\_\_\_\_\_\_, A.D., 2020.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2021

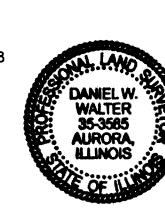
SIGNATURE
NUMBER 3585

EXPIRES 11-30-2020

DANIEL W. WALTER

PROJECT MANAGER

COMPASS SURVEYING LTD 2631 GINGER WOODS PARKWAY SUITE 100 AURORA, ILLINOIS 60502



ALTA SURVEYS

SCALE: N/A

2 OF 2 PROJ. NO.: 16.0278-02