

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)
THIS IS TO CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE GRANT OF EASEMENT DEPICTED HEREON, AND ACCEPTED BY RESOLUTION NO. _____ A PROPER RESOLUTION ADOPTED BY THE AURORA CITY COUNCIL ON _____ 20____

CITY CLERK

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
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., 20____

CITY ENGINEER

PLEASE TYPE/PRINT NAME

OWNER'S CERTIFICATE - EASEMENT

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AM THE RECORD OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AFFIXED HEREON, AND DO HEREBY CONSENT TO THE GRANT OF EASEMENT DEPICTED HEREON.

DATED THIS _____ DAY OF _____ A.D., 2019

Richard Cibulskis Signature

RICHARD CIBULSKIS

STATE OF ILLINOIS)
COUNTY OF KANE)

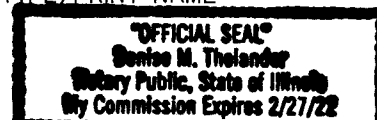
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE OWNER'S CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SAID INDIVIDUAL APPEARED AND DELIVERED 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 July, A.D., 2019

Denise M. Thelander Signature

PLEASE TYPE/PRINT NAME

NOTARY'S SEAL



OWNER'S CERTIFICATE - EASEMENT

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AM THE RECORD OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AFFIXED HEREON, AND DO HEREBY CONSENT TO THE GRANT OF EASEMENT DEPICTED HEREON.

DATED THIS _____ DAY OF July, A.D., 2019

Ronald M. Cibulskis Signature

RONALD M. CIBULSKIS

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 July, A.D., 2019

Denise M. Thelander Signature

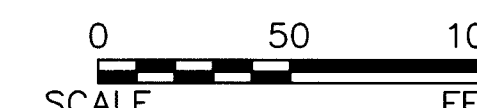
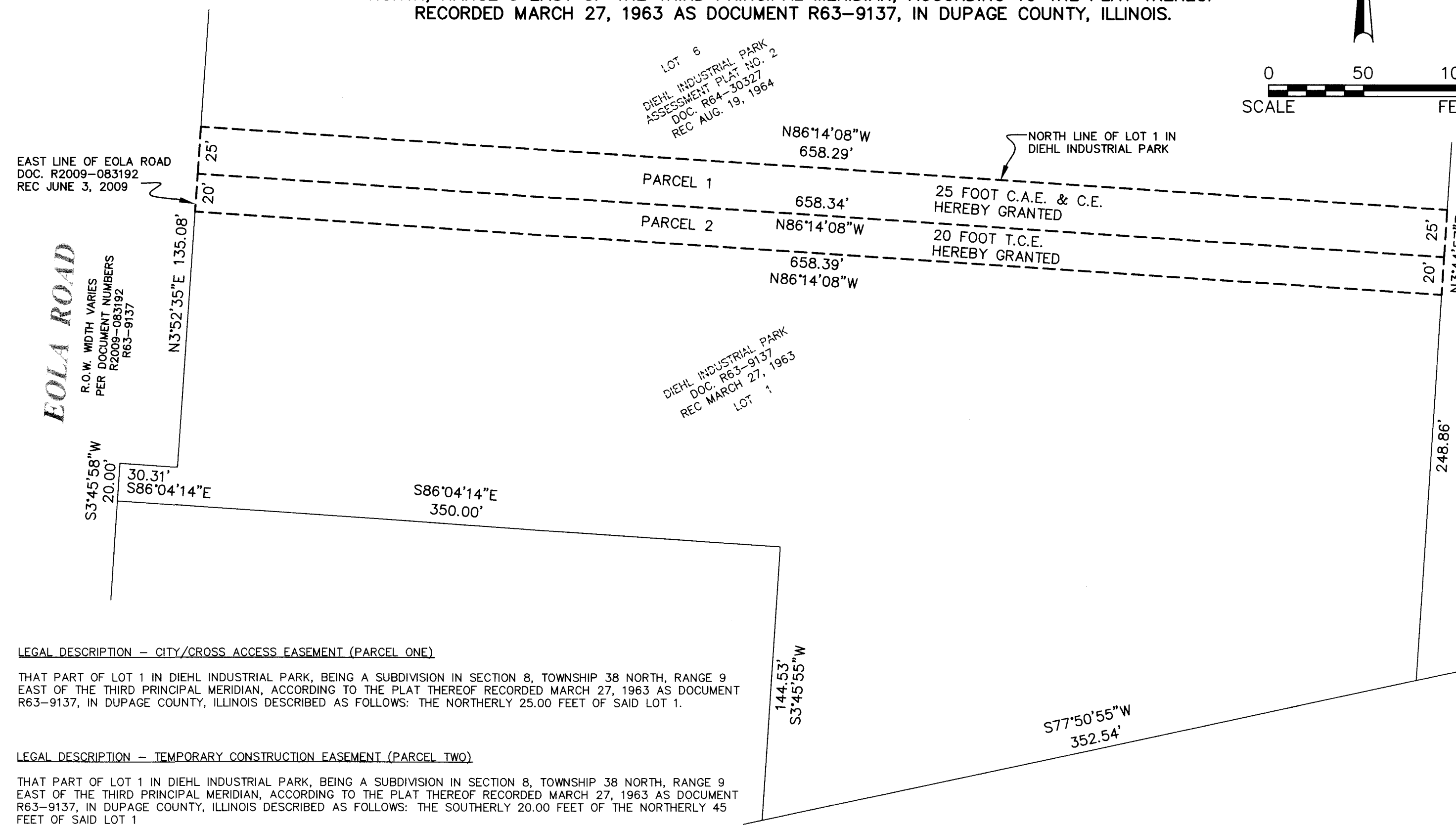
PLEASE TYPE/PRINT NAME

NOTARY'S SEAL



PLAT OF EASEMENT TO THE CITY OF AURORA KANE COUNTY, ILLINOIS

PART OF LOT 1 IN DIEHL INDUSTRIAL PARK, BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1963 AS DOCUMENT R63-9137, IN DUPAGE COUNTY, ILLINOIS.



LEGAL DESCRIPTION - CITY/CROSS ACCESS EASEMENT (PARCEL ONE)

THAT PART OF LOT 1 IN DIEHL INDUSTRIAL PARK, BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1963 AS DOCUMENT R63-9137, IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: THE NORTHERLY 25.00 FEET OF SAID LOT 1.

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT (PARCEL TWO)

THAT PART OF LOT 1 IN DIEHL INDUSTRIAL PARK, BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1963 AS DOCUMENT R63-9137, IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: THE SOUTHERLY 20.00 FEET OF THE NORTHERLY 45 FEET OF SAID LOT 1

OWNER'S CERTIFICATE - EASEMENT

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AM THE RECORD OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AFFIXED HEREON, AND DO HEREBY CONSENT TO THE GRANT OF EASEMENT DEPICTED HEREON.

DATED THIS _____ DAY OF July, A.D., 2019

John J. Cibulskis, Jr. Signature

JOHN J. CIBULSKIS, JR.

STATE OF ILLINOIS)
COUNTY OF KANE)

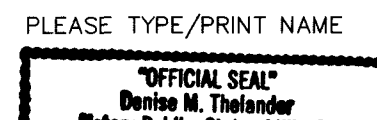
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE OWNER'S CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SAID INDIVIDUAL APPEARED AND DELIVERED 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 July, A.D., 2019

Denise M. Thelander Signature

PLEASE TYPE/PRINT NAME

NOTARY'S SEAL



COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR DUPAGE COUNTY DO HEREBY CERTIFY THAT INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D., 2019 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 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 15TH DAY OF JULY 2019.



MARK G. SCHELLER
PROFESSIONAL LAND SURVEYOR #3581
ENGINEERING ENTERPRISES, INC.
52 WHEELER ROAD, SUGAR GROVE, IL 60554

City Resolution: _____ Passed On: _____

TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SCIENDEL SOLUTIONS, LLC FOR ALL AREAS HEREON PLATTED AND DESIGNATED AS TEMPORARY CONSTRUCTION EASEMENT OR "T.C.E.". THE PURPOSE OF THE TEMPORARY CONSTRUCTION EASEMENT IS FOR THE CONSTRUCTION OF A ROADWAY IN ACCORDANCE WITH CITY ORDINANCES AND APPROVED ENGINEERING PLANS.

THE TEMPORARY CONSTRUCTION EASEMENT SHALL EXPIRE ON DECEMBER 31, 2020, OR AT THE COMPLETION OF THE CONSTRUCTION OF THE SANITARY SEWER, WHICHEVER OCCURS FIRST. 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 SCIENDEL SOLUTIONS, LLC, ITS CONTRACTORS AND OR ASSIGNS THE RIGHT TO PERFORM ALL WORK NECESSARY FOR THE CONSTRUCTION OF THE PROJECT. SCIENDEL SOLUTIONS, LLC 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 SCIENDEL SOLUTIONS, LLC IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, SCIENDEL SOLUTIONS, LLC SHALL BACKFILL AND MOUND ANY TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE; TO REMOVE ALL EXCESS DEBRIS AND SOIL 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 INSTALLATION OF THE SANITARY SEWER, INCLUDING, WITHOUT LIMITATION, ALL LITTER GENERATED BY THE CONSTRUCTION CREW. FOLLOWING CONSTRUCTION, GRANTEE SHALL RESTORE THE EASEMENT AREA, AT GRANTEE'S EXPENSE, TO ITS 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, DAMAGES, COSTS, LOSSES, AND REASONABLE EXPENSES AND REASONABLE ATTORNEY'S FEES RESULTING FROM OR ARISING OUT OF THE INSTALLATION, MAINTENANCE, REPAIR OR USE OF THE SANITARY SEWER INSTALLATION, 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 ADDITIONAL INSURED.

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

THE TEMPORARY CONSTRUCTION EASEMENT SHALL EXPIRE ON 12/31/2020 OR WHEN THE SEWER INSTALLATION HAS BEEN COMPLETED, WHICHEVER IS EARLIER. IF THE SEWER HAS NOT BEEN INSTALLED BY 12/31/2020 THE PERMANENT EASEMENT GRANT SHALL BE CONSIDERED VOID.

CITY EASEMENT

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, 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. 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 ENDOACH 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 - RECIPROCAL

AN EASEMENT OF ACCESS IS HEREBY RESERVED OVER THE PORTIONS OF THE PROPERTY DESIGNATED AS THE "CROSS ACCESS EASEMENT" FOR THE BENEFIT OF THE OWNERS FROM TIME TO TIME OF LOT 1 OF DIEHL'S INDUSTRIAL PARK SUBDIVISION PLATTED HEREON AND THEIR RESPECTIVE TENANTS, AGENTS, EMPLOYEES, VENDORS AND INVITEES, AND UPON RECIPROCAL CROSS ACCESS EASEMENT BEING GRANTED, TO LOTS 1, 3, 4, 5 OF DIEHL INDUSTRIAL PARK ASSESSMENT PLAT NO. 2 AND LOTS 1 AND 2 IN SCIENDEL SOLUTION SUBDIVISION, THEIR RESPECTIVE TENANTS, AGENTS, EMPLOYEES, VENDORS AND INVITEES, TO USE THE EASEMENT AREA 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 OTHER PORTIONS OF LOT 1 OF DIEHL'S INDUSTRIAL PARK 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.

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 EASEMENTS HEREBY RESERVED ARE EASEMENTS APPURTENANT TO LOT 1 OF DIEHL'S INDUSTRIAL PARK SUBDIVISION PLATTED HEREON AND ARE 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.

LEGEND

----- = EASEMENT HEREBY GRANTED

----- = EXISTING PROPERTY LINE

C.A.E. = CROSS ACCESS EASEMENT

C.E. = CITY EASEMENT

T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

Table with columns: DEVELOPMENT DATA TABLE, EASEMENT DESCRIPTION, VALUE, UNIT. Rows include Tax/Parcel ID, Proposed New Easements, Cross Access/City Easement, Temporary Construction Easement, and Total.

Engineering Enterprises, Inc. CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

SCIENDEL SOLUTIONS
948 SPRINGER DRIVE
LOMBARD, IL 60148

PLAT OF EASEMENT

DATE: MAY 7, 2019
PROJECT NO. P16039
FILE NO P16039 LOT 1 ACCESS EASEMENT