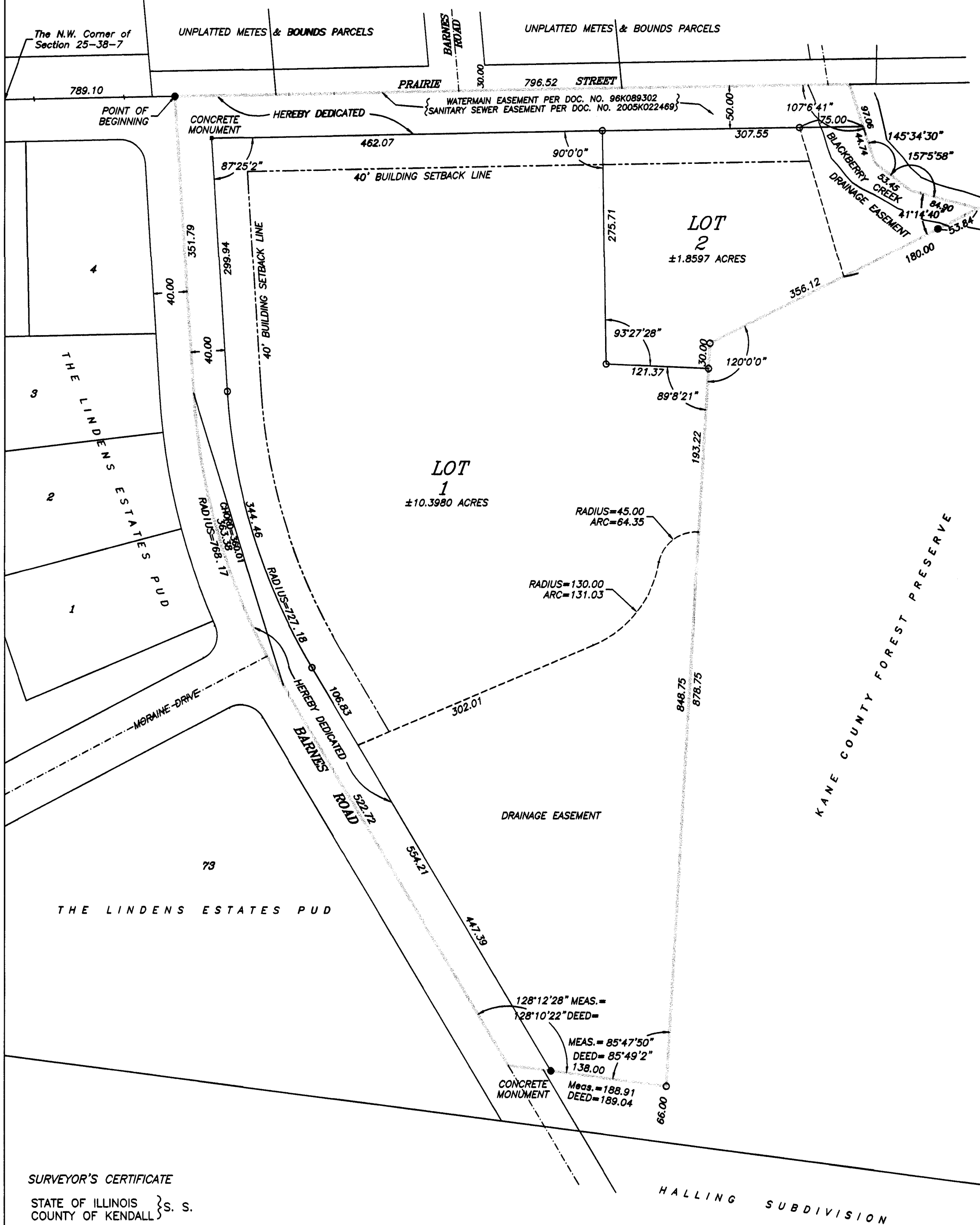


MORNINGSTAR COMMUNITY CHURCH SUBDIVISION
Sugar Grove Township
Kane County, Illinois

BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25,
TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS.



Utility Easement Provisions

A permanent non-exclusive Easement is hereby reserved for and granted to the County of Kane (hereinafter "the grantee"), and to all public utility and other companies of any kind operating under franchise granting them rights from the grantee, including, but not limited to the following companies: Illinois Bell Telephone Company, Commonwealth Edison Company, and Northern Illinois Gas Company and to their successors and assigns in upon, across, over and under the areas shown by dashed lines and labeled "utility easement" on this plat of subdivision, or where otherwise noted in the above legend for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining electrical, cable television, communication, gas, telephone or other utility lines and appurtenances, and such other installations and service connections as may be required to furnish public utility services to adjacent areas, and such appurtenances and additions thereto as the grantee may deem necessary, together with the right of access across the real estate platted hereon for the necessary personnel and equipment to do any or all of the above work. No permanent buildings or trees shall be placed on said easements, but the premises may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights. Fences shall not be erected upon said easements in any way which will restrict the uses herein granted except where specifically permitted by written authority of the grantee. The right is also hereby granted to the grantee to cut down, trim or remove any trees, fences, shrubs or other plants that interfere with the operation of or access to said utility installation in on, upon, across, under or through said easements. The grantee shall not be responsible for replacement of any such improvements, fences, gardens, shrubs or landscaping removed during exercise of the herein given rights. Replacement of items so removed shall be the responsibility of the then lot owner.

Drainage Easement Provisions

A permanent non-exclusive Easement is hereby reserved for and granted to the County of Kane (hereinafter "the grantee"), and to its successors and assigns in, upon, across, over, under and through the areas shown by dashed lines and labeled "DRAINAGE EASEMENT" on this plat of subdivision, or where otherwise noted in the above legend for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining storm sewers, drainage ways, stormwater detention and retention facilities, subsurface drainage systems and appurtenances and any and all manholes, pipes, connections, catch basins, and without limitations, such other installations as the grantee may deem necessary, together with the right of access across the real estate platted hereon for the necessary personnel and equipment to do any or all of the above work. In furtherance of the foregoing affirmative rights, the following covenants shall run with said land in perpetuity: no permanent buildings shall be placed on said drainage easement; no trees or shrubs shall be placed on said drainage easement, but the premises may be used for landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights; there shall be no dredged or fill material placed upon said drainage easement; and, fences shall not be erected, upon said drainage easement in any way when will restrict the uses herein granted. The right is also hereby granted to the grantee to remove any buildings or structures, to cut down, trim or remove any trees, fences, shrubs, or other plants that interfere with the operation of or access to such drainage facilities in on upon, across, under or through said drainage easement. The said utility installation shall be responsible for replacement of any such buildings, structures, improvements, fences, gardens, shrubs or landscaping removed during exercise of the herein given rights. Replacement of items so removed shall be the responsibility of the then lot owner where drainage easement areas are also used for electric, telephone, cable tv or gas distribution systems or components, such other utility installations shall be subject to the prior approval of the County of Kane so as not to interfere with the maintenance of gravity or subsurface flow and stabilization of vegetative ground cover on the above-mentioned drainage facilities.

Conditions Common To All Easements

It is expressly understood that the aforementioned easements: the utility easement and the drainage easement provisions exist by virtue of the authority granted to counties in Illinois revised statutes, chapter 34, paragraph 5-1041 (1984, Illinois revised statutes, chapter 34, paragraph 5-1049 (1959) and other relevant state laws, rules and regulations in force at the time of the submission of this plat to the County of Kane for approval.

It is further understood that nothing contained herein in any grant or dedication: of any easement is intended, nor shall be construed, to give rise to any duties or liabilities on behalf of the County of Kane or any department or division thereof, which is not authorized and required by law. In the event that any lot owner or owners do not intend to maintain the stormwater, detention, drainage, and subsurface drainage facilities, or any facility or condition mentioned in any of the aforementioned easements, to the extent permitted by law, Kane County may provide at its sole discretion such construction, maintenance and/or repair it deems necessary or desirable in the public interests or take any such other action incidental to the purposes enumerated in the aforementioned easements. To that end, Kane County is hereby granted the privilege of necessary access through and upon the premises of each and every block, lot, and parcel in the subdivision for the purpose of effectuating the aforementioned construction, maintenance, repair, or other work incidental to any purpose enumerated in the aforementioned easements.

Each and every lot owner in the subdivision shall hold the County of Kane harmless for any and all claims for damages arising out of the County of Kane's performing any of the aforementioned construction, maintenance, repair or any other work incidental to any purpose enumerated in the aforementioned easements; and shall jointly indemnify, defend, or incur all cost of defense of the County of Kane, its officials, agents, servants, and employees, from the payment of any sum or sums of money to any person whomsoever on account of all claims, actions, or suits growing out of any injury from or in any way attributable to the County of Kane performing any of the aforementioned. To the extent permitted by law, each and every lot owner within the subdivision shall be jointly liable for the cost of any construction, maintenance, repair or any other action incidental to any purpose enumerated in the aforementioned easements performed by the County of Kane and shall reimburse the County of Kane upon written demand. In the event of a failure to so reimburse, to the extent permitted by law, the costs of any construction, maintenance, repair, or other work performed by the County of Kane shall give rise to a lien on each and every lot within the subdivision and against each and every lot owner therein in favor of the County of Kane. Such lien may be perfected by recordation of same.

It is further expressly understood that there shall be no alteration of existing drainage at any time without the express written approval of the County of Kane, unless otherwise authorized by law. No amendment, modification, revocation or extinguishment of any of the aforementioned easements or any of the conditions or purposes contained therein is effective, without the express written approval of the County of Kane, by and through its agent, the Kane County plat officer, his agent, or successor in office each and every grant of easement or other dedication contained herein in this plat of subdivision to the County of Kane is dedicated for the benefit of both the public generally and the residents of the subdivision specifically. The grantor expressly acknowledges that each and every easement is granted knowingly and voluntarily for the purposes stated herein and that only those dedications intended to benefit the residents of the subdivision specifically and uniquely are required by the County.

School District Statement

This Is To Certify That The Property Being Subdivided, Aforesaid, To The Best Of The Owner's Knowledge And Belief, Lies Entirely Within The Limits Of KaneLand School District 302

Dated At Aurora, Kane County, Illinois, This ____ Day Of _____ A.D., 20____

By: _____ Attest: _____
Signature _____ Signature _____
Title _____ Title _____

County Clerk Certificate

State Of Illinois)
County Of Kane) S.S.

_____, County Clerk Of Kane County, Illinois, Do Hereby Certify That There Are No Delinquent General Taxes, No Unpaid Current General Taxes, No Unpaid Forfeiture Taxes And No Redeemable Tax Sales Against Any Of The Land Described In The Foregoing Surveyor's Certificate.

Given Under My Hand And Seal Of The County Clerk At Geneva, Kane County, Illinois This ____ Day Of _____ A.D., 20____.

County Clerk

Health Officer Certificate

State Of Illinois)
County Of Kane) S.S.

Accepted And Approved This ____ Day Of _____, A. D. 20____.

Health Officer

City Council Certificate

State Of Illinois)
County Of Kane) S.S.

Approved This ____ Day Of _____, A. D., 20____, By The City Council Of The City Of Aurora,

Pursuant To Ordinance No. _____.

By: _____ Attest: _____
Mayor _____ City Clerk _____

Plat Officer Certificate

State Of Illinois)
County Of Kane) S.S.

Accepted And Approved This ____ Day Of _____, A. D. 20____.

Plat Officer

County Recorder's Certificate

State Of Illinois)
County Of Kane) S.S.

I, Sandy Wegman, As The Recorder Of Deeds For Kane County, Illinois, Do Hereby Certify That Instrument No. _____ Was Filed For

Record In The Recorder's Office On The ____ Day Of _____,

A. D. 20____ At ____ O'clock ____M.

Recorder Of Deeds, Kane County, Illinois

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) S. S.
COUNTY OF KENDALL)

This is to certify that I, William M. Wingstedt, an Illinois Professional Land Surveyor, have surveyed the following described property:

That Part Of The Northwest Quarter Of Section 25, Township 38 North, Range 7 East Of The Third Principal Meridian, Described As Follows: Beginning At The Intersection Of The Center Line Of Barnes Road With The North Line Of Said Section 25, Township 38 North, Range 7; Thence Easterly Along Said North Line A Distance Of 796.52 Feet To The Center Line Of Blackberry Creek; Thence Southeasterly Along Said Center Line 107 Degrees, 08 Minutes, 41 Seconds As Measured Counter-Clockwise From The Last Described Course A Distance Of 97.00 Feet; Thence Southeasterly Along Said Center Line 145 Degrees, 34 Minutes, 30 Seconds As Measured Clockwise From The Last Described Course A Distance Of 33.45 Feet; Thence Southeasterly Along Said Center Line 157 Degrees, 05 Minutes, 58 Seconds As Measured Clockwise From The Last Described Course A Distance Of 84.90 Feet; Thence Southwesterly 41 Degrees, 14 Minutes, 40 Seconds As Measured Counter-Clockwise From The Last Described Course A Distance Of 356.12 Feet; Thence Southwesterly 120 Degrees, 00 Minutes, 00 Seconds As Measured Clockwise From The Last Described Course A Distance Of 878.75 Feet To A Line 66.00 Feet Northerly Of And Parallel With The Northerly Line Of Halling Subdivision; Thence Northwesterly Along Said Parallel Line 85 Degrees 49 Minutes, 02 Seconds As Measured Counter-Clockwise From The Last Described Course A Distance Of 189.04 Feet To The Center Line Of Said Barnes Road; Thence Northwesterly Along Said Center Line 128 Degrees, 10 Minutes, 22 Seconds As Measured Counter-Clockwise From The Last Described Course A Distance Of 522.72 Feet To A Point Of Curvature; Thence Along A Curve To The Right Having A Radius Of 788.17 Feet, Tangent To The Last Described Course An Arc Distance Of 363.38 Feet; Thence Northwesterly Along Said Center Line Tangent To The Last Described Course A Distance Of 351.79 Feet To The Point Of Beginning, In The Township Of Sugar Grove, Kane County, Illinois.

As shown by the attached plat, which is a correct representation of said survey and subdivision thereof. All distances are given in feet and decimal parts thereof. I further certify that part of the property covered by this plat or subdivision is within one and one-half (1-1/2) miles of the corporate limits of the city of Aurora; and part of the property covered by this plat of subdivision is located within the regulatory floodway and a special flood hazard area identified as Zone AE by the Federal Emergency Management Agency on maps 17089C0319H and 17089C0385H both with effective dates of 08/03/2009.

GIVEN UNDER MY HAND AND SEAL AT OSWEGO, ILLINOIS,
THIS 7TH DAY OF SEPTEMBER A. D., 2020.

ILLINOIS LAND SURVEYOR NO. 12875

(LICENSE SUBJECT TO RENEWAL AND EXPIRES 11/30/2022)
REFER TO DEED OR GUARANTEE POLICY FOR RESTRICTIONS NOT SHOWN ON SURVEY.
ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
LINE DIRECTIONS AND BEARINGS, WHERE SHOWN, ARE BASED ON AN ASSUMED DATUM LINE.
PLEASE COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY APPARENT DISCREPANCIES

THIS IS TO CERTIFY THAT I, AN ILLINOIS LAND SURVEYOR,
HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT
THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID
SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE
CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Owner's Certificate

State Of Illinois)
County Of Kane) S.S.

This is to Certify that Morningstar Community Church, an Illinois Not for Profit Corporation, does hereby certify that it is the Owner of the land described in the foregoing Surveyor's Certificate and has caused the same to be surveyed, subdivided and platted as shown by the annexed plat for the uses and purposes therein set forth as allowed and provided by Statute. The Subdivision is to be known as "Morningstar Community Church Subdivision, Sugar Grove Township, Kane County, Illinois", and as such Owner, does hereby acknowledge and adopt the same under the aforesaid style and title.

Dated at Aurora, Illinois, this ____ Day of _____, A.D., 20____.

By: _____ Attest: _____

Print Name and Title _____

Notary Certificate

State Of Illinois)
County Of Kane) S.S.

I, _____, a Notary in and for the aforesaid State and County, do

hereby certify that _____, personally known to me to be the Chairman of the Board of Directors, and as an authorized signatory of the Morningstar Community Church, and is the same person whose name is subscribed to the foregoing instrument, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my and official seal, this ____ day of _____, 20____.

(seal)

County Engineer Certificate

State Of Illinois)
County Of Kane)

Accepted And Approved This ____ Day Of _____, A. D. 20____.

County Engineer

Stormwater Ordinance Certificate

State of Illinois)
County of Kane) SS

Accepted and approved this ____ day of _____ A.D. 20____.

(Stormwater Ordinance Administrator)

Note: Lot 1 is exclusively responsible for the maintenance of the detention basin(s) located with the drainage easement on Lot 1. The basin(s) is (are) subject to Article IX - "Long Term Maintenance" of the Kane County Stormwater Ordinance.

WILLIAM M. WINGSTEDT
ILLINOIS PROFESSIONAL LAND SURVEYOR
329 WHITE PINES CT., OSWEGO, ILLINOIS 60543
PHONE: (630) 554-8209 FAX (630) 551-1207

PLAT REVISED 01/07/2021 PER COUNTY REVIEW
PLAT REVISED 04/19/2021 REMOVE AURORA PLAN COMMISSION CERTIFICATE