



OVERALL PROPERTY DESCRIPTION:

LOT 2 IN AIRPORT ROAD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 2017 AS DOCUMENT R2017067580, IN WILL COUNTY, ILLINOIS.

PUBLIC UTILITY EASEMENT PROVISIONS - VILLAGE OF ROMEOVILLE EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF ROMEOVILLE AND THEIR SUCCESSORS AND ASSIGNS OVER ALL THE AREAS MARKED "PUBLIC UTILITY EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS UTILITY LINES, INCLUDING BUT NOT LIMITED TO, SANITARY SEWERS, WATER MAINS, STORM SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OVER, UPON, ALONG, UNDER, AND THROUGH, SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, PLANTS, OR OTHER APPURTENANCES ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE UTILITIES. NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED AT THE RISK OF THE OWNER FOR GARDENS, SHRUBS, LANDSCAPING, OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE VILLAGE OF ROMEOVILLE.

STORMWATER MANAGEMENT EASEMENT PROVISIONS:

OWNER ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, AND ALL FUTURE HOLDERS OF TITLE (COLLECTIVELY, THE "OWNER") TO ANY PORTION OF THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAT (THE "PROPERTY"), HEREBY COVENANTS AND AGREES WITH THE VILLAGE OF ("ROMEOVILLE") AS FOLLOWS:

OWNER SHALL MAINTAIN, OPERATE AND REPAIR THE PORTIONS OF THE IDENTIFIED AS THE "STORMWATER MANAGEMENT EASEMENT" AT ALL TIMES IN A MANNER CONSISTENT WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE VILLAGE (AND UPON REQUEST, FURNISH PROOF OF COMPLIANCE THEREIN). THE OWNER GRANTS TO THE VILLAGE AND ITS DESIGNEES THE RIGHT OF ACCESS UPON, OVER AND ACROSS THE PROPERTY TO INSPECT THE GEODMANTED MANAGEMENT ACCESS AND ACCESS TORMWATER MANAGEMENT EASEMENT AREA AND TO PERFORM ANY MAINTENANCE OF SAID AREAS (AND TO STORE EQUIPMENT MAINTENANCE OF SAID AREAS (AND TO STORE EQUIPMENT NECESSARY THEREFORE) WHICH THE OWNER HAS FAILED TO PERFORM, IF SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE VILLAGE OF SUCH FAILURE, THE VILLAGE MAY ENTER UPON THE PROPERTY AND PERFORM SUCH WORK AS SHOULD HAVE BEEN UNDERTAKEN BY OWNER WITHOUT NOTICE TO OWNER IN AN EMERGENCY (E.G. WHERE PERSONAL NOTICE TO OWNER IN AN EMERGENCY (E.G. WHERE PERSONAL INJURY OR MATERIAL DAMAGE TO PROPERTY MAY BE IMMINENT.) THE OWNER SHALL BE LIABLE FOR THE COST OF ANY MAINTENANCE SO PERFORMED BY THE VILLAGE AND SHALL PROMPTLY REIMBURSE THE VILLAGE FOR SUCH COSTS, WITH INTEREST AS STATUTORY PRE JUDGEMENT RATE CALCULATED FROM THE DATE OF EXPENDITURE. UPON RECORDATION BY THE VILLAGE OF A CLAIM FOR REIMBURSEMENT, THE VILLAGE SHALL HAVE A FORCLOSABLE LIEN UPON THE PROPERTY TO SECURE REIMBURSEMENT.

IN ADDITION TO OTHER REMEDIES PROVIDED FOR ABOVE, UPON OWNER'S FAILURE TO MAINTAIN THE STORMWATER MANAGEMENT EASEMENT AREAS (AFTER NOTICE WHERE REQUIRED AS AFORESAID), EASEMENT AREAS (AFTER NOTICE WHERE REQUIRED AS AFORESAID), THE VILLAGE SHALL BE ENTITLED TO ALL REMEDIES AT LAW OR EQUITY TO ENFORCE THIS AGREEMENT, INCLUDING ALL REMEDIES FOR THE ABATEMENT OF A NUISANCE, WHICH REMEDIES SHALL BE CUMULATIVE AND NOT EXCLUSIVE. IF A JUDGEMENT IS ENTERED AGAINST THE OWNER, THE OWNER SHALL PAY ALL REASONABLE ATTORNEYS' FEES AND COSTS OF THE VILLAGE. THE VILLAGE SHALL NOT BE LIABLE TO OWNER OR ANY PARTY CLAIMING THROUGH THE OWNER FOR ANY DAMAGE CAUSED BY IT IN THE PERFORMANCE OF ANY MAINTENANCE UNDERTAKEN PURSUANT TO THIS AGREEMENT, UNLESS SUCH DAMAGE IS CAUSED BY WANTON OR WILLFUL CONDUCT. FAILURE TO ENFORCE A RIGHT GRANTED HEREUNDER SHALL NOT DEEM A WAIVER OF SUCH RIGHT OR ANY OTHER RIGHTS HEREUNDER. NO PARTY SHALL BE LIABLE FOR FAILURE TO ENFORCE THE PROVISIONS HEREOF.

THE OWNER RESERVES UNTO ITSELF ALL RIGHT NOT MATERIALLY INCONSISTENT WITH THESE PROVISIONS, INCLUDING THE RIGHT TO IMPROVE THE PROPERTY AND TO GRANT EASEMENT AND OTHER RIGHTS AND INTERESTS IS AND TO SAID PROPERTY.

THE OWNERS OF ANY PORTIONS OF THE PROPERTY SHALL BI JOINTLY AND SEVERALLY RESPONSIBLE FOR THE REIMBURSEMENT OF OR PAYMENT TO THE VILLAGE, AS MAY BE REQUIRED BY THE FOREGOING PROVISIONS. IF TITLE TO ALL OR ANY PART OF THE PROPERTY IS VESTED IN A LAND TRUST, ANY BENEFICIARIES THEREOF SHALL BE PERSONALLY LIABLE FOR ALL OBLIGATIONS IMPOSED HEREBY ON THE "OWNER" OF SUCH PROPERTY OR PORTION THEREOF AS OWNED. EASEMENT PROVISIONS AND COMED EASEMENT PROVISIONS An easement for serving the subdivision and other property with electric

and communication service is hereby reserved for and granted to Commonwealth Edison Company

and SBC Telephone Company, Grantees,

their respective licensees, successors and assigns jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets or other facilities used in connection with overhead and underground transmission and distribution of electricity, communications, sounds and signals in, over, under, across, along and upon the surface of the property shown within the dashed or dotted lines (or similar designation) on the plat and marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E", "COMED EASEMENT" (or similar designation) the property designated in the Declaration designation), the property designated in the Declaration of Condominium and/or on this plat as "Common Elements". and the property designated on the plat as "common area or areas", and the property designated on the plat for streets and alleys, whether public or private, connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantees" facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "Public" (or similar designation) without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 765 ILCS 605/2(c), as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole or as an apportionment to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as "outlots", "common elements", "open space", "open area", "common ground", "parking" and "common area". The term "common area or areas", and "Common Elements" include real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool, retention pond or mechanical equipment.

Relocation of facilities will be done by Grantees at cost of the Grantor/Lot Owner, upon written request.

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS COMPANY, its successors and assians (hereinafter "Nicor") to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of natural gas in, over, under, across, along and upon the surface of the property shown on this plat marked "Easement", "Utility Easement",

"Public Utility Easement", "P.U.E.", "Public Utility & Drainage Easement", "P.U. & D.E.", "Common Area or Areas", streets and alleys, whether public or private, and the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", together with the right to install required service connections over or under the surface of each lot and Common Area or Areas to serve improvements thereon, or on adjacent lots, and Common Area or Areas, and to serve other property, adjacent or otherwise, and the right to remove obstructions, including but not limited to, trees, bushes, roots and fences, as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over Nicor facilities or in, upon or over the property identified on this plat for utility purposes without the

prior written consent of Nicor. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have that meaning set forth for such term in Section 605/2(e) of the "Condominium Property Act" (Illinois Compiled Statutes, Ch. 765, Sec. 605/2(e)), as amended from time to time.

The term "Common Area or Areas" is defined as a lot, parcel or area of real property, including real property surfaced with interior driveways and walkways, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the property, even though such areas may be designated on this plat by other terms.

STATE OF ILLINOIS)) SS COUNTY OF GRUNDY)

WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157 DO HEREBY DECLARE THAT WE HAVE PREPARED THE PLAT HEREON DRAWN FOR THE PURPOSE OF GRANTING AN EASEMENT AS SHOWN, AND THAT THE PLAT IS A IS A TRUE AND CORRECT REPRESENTATION OF SAID EASEMENT.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____, 20__ IN MORRIS, ILLINOIS.

ONLY

KEVIN W. DONOVAN, I.P.L.S. NO. 035-3781 LICENSE EXPIRES: 11-30-2020 kdonovan@spacecoinc.com (VALID ONLY IF EMBOSSED SEAL AFFIXED)

COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE. REFER TO DEED OR TITLE POLICY FOR BUILDING LINES AND EASEMENTS.

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	REVISIONS:	\$	CONSULTING ENGINEERS	DATE: 12/14/207
		Ř L	SITE DEVELOPMENT ENGINEERS	JOB NO: 7409
		Ĩ	LAND SURVEYORS	FILENAME:
			224 $\frac{1}{2}$ N. Liberty Street	7409EASE-02
		NG.	Morris, Illinois 60450 Phone: (815) 941-0260 Fax: (815) 941-0263	SHEET 2 OF 2