

GRANT OF EASEMENT & RIGHT OF WAY DEDICATION

ADDRESS #3S140 TALBOT AVENUE

RIGHT OF WAY DEDICATION

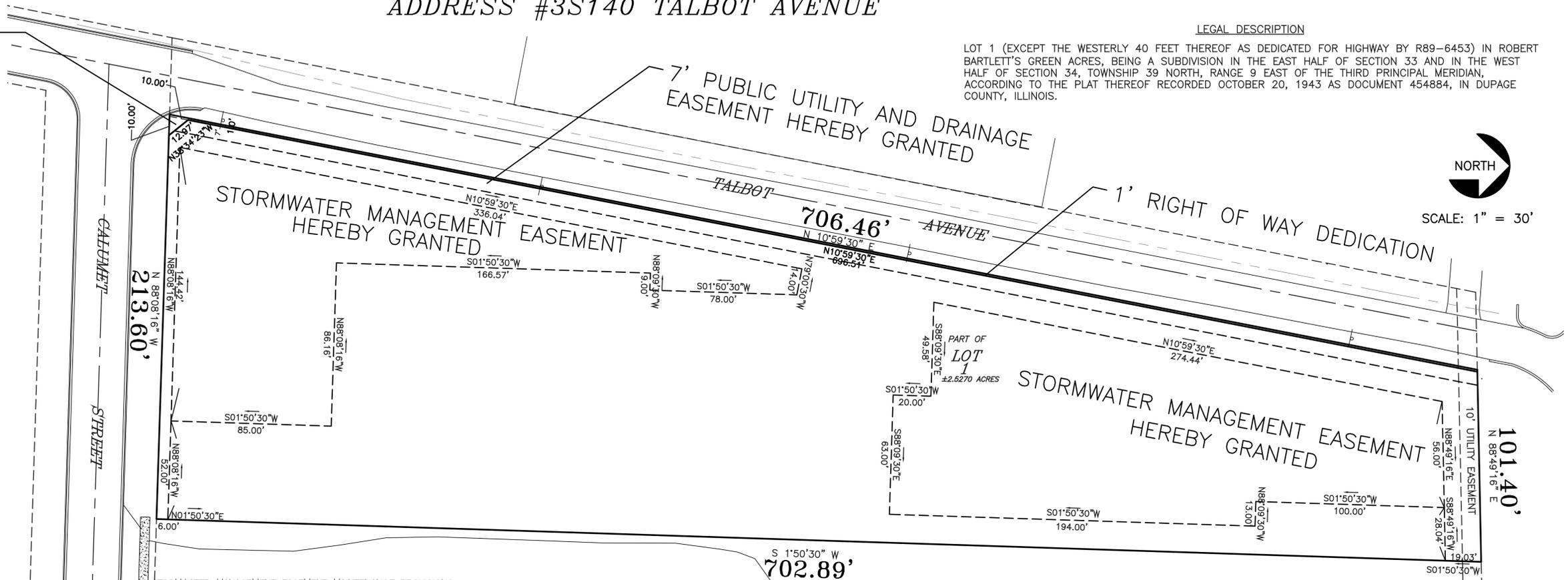
LEGAL DESCRIPTION

LOT 1 (EXCEPT THE WESTERLY 40 FEET THEREOF AS DEDICATED FOR HIGHWAY BY R89-6453) IN ROBERT BARTLETT'S GREEN ACRES, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 33 AND IN THE WEST HALF OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1943 AS DOCUMENT 454864, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 3S140 TALBOT AVENUE
WARRENVILLE
AREA: 2.64 ACRES
PIN: 04-33-202-013



SCALE: 1" = 30'



PUBLIC UTILITY & DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE CITY OF WARRENVILLE AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE CITY, INCLUDING BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, NICOR GAS COMPANY, AT&T, COMCAST, AND THEIR SUCCESSORS AND ASSIGNS, OVER ALL THE AREAS MARKED "EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, 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 OR OTHER PLANTS ON THE EASEMENT. EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE. (ORD. 2825, 2-3-14)

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL) SS

I, KEVIN D. CHAFFIN, A REGISTERED ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE LANDS SHOWN ON THE PLAT AND DESCRIBED IN THE ABOVE CAPTION, AND THAT THE SAID PLAT, DRAWN TO A SCALE OF 100 FEET PER 1 INCH, IS A TRUE AND CORRECT REPRESENTATION OF THE SAID SURVEY AND SUBDIVISION. I DO FURTHER CERTIFY THAT I HAVE PLACED IRON STAKES AT ALL CORNERS AND AT ALL CURVE CONTROL POINTS AS PERMANENT MONUMENTS FROM WHICH FUTURE SURVEYS MAY BE MADE. ALL MEASUREMENTS ARE SHOWN IN FEET AND IN DECIMAL PARTS OF A FOOT. I FURTHER CERTIFY THAT THE ABOVE- DESCRIBED PROPERTY IS ENTIRELY WITHIN THE CORPORATE LIMITS OF THE CITY OF WARRENVILLE, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED. THIS IS TO CERTIFY THAT THE PARCELS INCLUDED IN THIS RECORD OF DEED ARE NOT LOCATED IN THE SPECIAL FLOOD HAZARD AREA IDENTIFIED FOR THE CITY OF WARRENVILLE, ILLINOIS, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON THE FLOOD INSURANCE RATE MAP, PANEL NO. 17043C0129J, DATED AUGUST 1, 2019.

DATED AT _____, ILLINOIS, THIS DAY OF _____, A.D. 2025.

REGISTERED ILLINOIS LAND SURVEYOR

REGISTRATION NO. 3184



COMPARE LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY. A TITLE COMMITMENT MAY NOT HAVE BEEN FURNISHED FOR USE IN PREPARATION OF THIS SURVEY. IF A TITLE COMMITMENT WAS NOT FURNISHED, THERE MAY BE EASEMENTS, BUILDING LINES OR OTHER RESTRICTIONS NOT SHOWN ON THIS PLAT. THIS PLAT DOES NOT SHOW BUILDING RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES. LOCAL AUTHORITIES MUST BE CONSULTED REGARDING ANY RESTRICTIONS. SUBJECT TO EASEMENTS OF RECORD.

DO NOT SCALE DIMENSIONS FROM THIS PLAT. NO EXTRAPOLATIONS SHOULD BE MADE FROM THE INFORMATION SHOWN WITHOUT THE PERMISSION OF KDC CONSULTANTS, INC.. THIS PLAT IS NOT TRANSFERABLE. ONLY PRINTS WITH AN EMBOSSED SEAL ARE OFFICIAL COPIES. © COPYRIGHT, ALL RIGHTS RESERVED.

STORMWATER MANAGEMENT EASEMENT MAINTENANCE PROVISIONS

THE OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, AND ALL FUTURE HOLDERS OF TITLE TO THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAT (COLLECTIVELY, THE "OWNER"), HEREBY COVENANTS AND AGREES WITH THE CITY OF WARRENVILLE (THE "CITY") AS FOLLOWS: THE OWNER SHALL MAINTAIN, OPERATE AND REPAIR THE PORTIONS OF THE PROPERTY IDENTIFIED ON THIS PLAT AS "STORMWATER MANAGEMENT EASEMENT" AT ALL TIMES IN A MANNER CONSISTENT WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE CITY (AND UPON REQUEST, FURNISH PROOF OF COMPLIANCE THEREWITH). NO PERMANENT BUILDING, OR UTILITY FACILITIES SHALL BE CONSTRUCTED ON THE STORMWATER MANAGEMENT EASEMENT AREAS BY THE OWNER, OR THE OWNER'S SUCCESSORS IN INTEREST, BUT SAID STORMWATER MANAGEMENT EASEMENT MAY BE USED FOR OTHER PURPOSES THAT DO NOT NOW OR LATER INTERFERE OR CONFLICT WITH THE AFORESAID USES OR RIGHTS OR IN ANY WAY AFFECT OR IMPEDE THE STORAGE OR FREE FLOW OF STORMWATER ON AND OVER SAID STORMWATER MANAGEMENT EASEMENT.

THE OWNER GRANTS TO THE CITY AND ITS DESIGNEES THE RIGHT OF ACCESS UPON, OVER AND ACROSS THE PROPERTY TO INSPECT THE STORMWATER MANAGEMENT EASEMENT AREA AND TO PERFORM ANY 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 CITY OF SUCH FAILURE. THE CITY MAY ENTER UPON THE PROPERTY AND PERFORM SUCH WORK AS SHOULD HAVE BEEN UNDERTAKEN BY THE OWNER, WITHOUT NOTICE TO THE 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 CITY AND SHALL PROMPTLY REIMBURSE THE CITY FOR SUCH COSTS, WITH INTEREST AT A STATUTORY PREJUDGMENT RATE CALCULATED FROM THE DATE OF EXPENDITURE. UPON RECORDATION BY THE CITY OF A CLAIM FOR REIMBURSEMENT, THE CITY SHALL HAVE A FORECLOSABLE LIEN UPON THE PROPERTY TO SECURE REIMBURSEMENT.

IN ADDITION TO OTHER REMEDIES PROVIDED FOR ABOVE, UPON THE OWNER'S FAILURE TO MAINTAIN THE STORMWATER MANAGEMENT EASEMENT AREAS (AFTER NOTICE WHERE REQUIRED AS AFORESAID), THE CITY 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 JUDGMENT IS ENTERED AGAINST THE OWNER, THE OWNER SHALL PAY ALL REASONABLE ATTORNEYS' FEES AND COSTS OF THE CITY. THE CITY SHALL NOT BE LIABLE TO THE 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 BE DEEMED 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 RIGHTS NOT MATERIALLY INCONSISTENT WITH THESE PROVISIONS, INCLUDING THE RIGHT TO IMPROVE THE PROPERTY AND TO GRANT EASEMENTS AND OTHER RIGHTS AND INTERESTS IN AND TO SAID PROPERTY.

THE OWNER'S OBLIGATIONS UNDER THESE PROVISIONS MAY BE ASSUMED BY AN OWNER'S ASSOCIATION. UPON WRITTEN NOTICE OF SUCH ASSUMPTION, ANY NOTICE BY THE CITY OF NONPERFORMANCE SHALL BE GIVEN TO SUCH OWNER'S ASSOCIATION. HOWEVER, EACH OWNER (IF THERE IS THEN MORE THAN ONE) IS AND SHALL REMAIN INDIVIDUALLY AND COLLECTIVELY LIABLE FOR ALL OF THE OBLIGATIONS OF THE OWNER HEREUNDER IF THE ASSOCIATION FAILS TO PERFORM SUCH OBLIGATIONS. 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 SO OWNED.

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, HAS REVIEWED AND APPROVED THIS PLAT. DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____, 2025.

MAYOR: _____

ATTEST: _____

CITY CLERK: _____

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE ____ DAY OF _____, A.D., 2025, AT _____ O'CLOCK ____ M. AS DOCUMENT NUMBER _____.

COUNTY RECORDER _____

CITY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, _____, CITY CLERK OF THE CITY OF WARRENVILLE, ILLINOIS HEREBY CERTIFY THAT THE PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON 20____, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID CITY. IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL OF THE CITY OF WARRENVILLE, ILLINOIS, THIS ____ DAY OF 2025.

CITY CLERK: _____

OWNER'S CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

_____, AS OWNER, HAS CAUSED THE SAME TO BE SURVEYED AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS ____ DAY OF _____, A.D., 2025.

BY: _____

OWNER'S NOTARY CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT DAN ANDERSEN, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D., 2025.

NOTARY PUBLIC: _____

THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSE OF RECORDING BY _____

DATED: JULY 7, 2025

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| ENGINEERED BY: KDC CONSULTANTS INC. WWW.KDCCONSULTANTSINC.COM 16144 S. BELL ROAD HOMER GLEN, ILLINOIS 60491 (708) 645-0545 | |
| PREPARED FOR: WVILLE TALBOT LLC GRANT OF EASEMENT & RIGHT OF WAY DEDICATION | |
| PROJECT 20-04-036 EASE | PAGE 1 OF 1 |
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