

FINAL PLAT OF SUBDIVISION

LEGACY BUSINESS CENTER OF ST. CHARLES

OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL)
) SS

This is to certify that LEGACY CENTER, LLC is the owner of the property described in the foregoing surveyor's certificate and has caused the same to be surveyed, subdivided and platted as indicated herein, for the uses and purposes therein set forth as allowed and provided by statute, the subdivision to be known as "LEGACY BUSINESS CENTER OF ST. CHARLES", in the City of St. Charles, Kane County, Illinois" and does hereby acknowledge and adopt the same under the style and title herein indicated.

Pursuant to Section 1.005 of the Plat Act, 765 ILCS 205, this document shall serve as the School District Statement for LEGACY BUSINESS CENTER OF ST. CHARLES, in the City of St. Charles, Kane County, Illinois.

To the best of our knowledge the school district in which the tract of land lies, is in the following school district:

St. Charles Community Unit School District 303
201 S. 7th Street
St. Charles, Illinois 60174
Ph: 630-513-3030

Dated this 12 day of May, 2006.

OWNER ADDRESS:

250 Grandview Drive
SUITE 400
TOM MITCHELL, TEL 41017
BY: D. M. H.
TITLE: AUTHORIZED AGENT
ATTEST:
TITLE:

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL)
) SS

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 12 day of MAY, A.D. 2006.

D. M. H.
Notary Public
Official Seal
Name: D. M. Brown
Notary Public, State of Illinois
My Commission Expires 06/17/08
Commission Expires 06/17/08
Please type, print name

Affix Seal

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL)
) SS

To the best of my knowledge and belief, the drainage of surface waters will not be changed by the development of this subdivision or any part thereof, or that said surface water drainage will be changed, adequate provision has been made for the collection and diversion of said waters into public areas or drains which the developer has a right to use, and that said surface waters will not be deposited on the lands of adjoining owners in such concentrations as may cause the accrual of damages to said adjoining owners as a result of said development.

Given under my hand and Seal this 12 day of MAY, 2006.

D. M. H.
Illinois Licensed Professional Engineer
License Number and Expiration Date
Owner or Duly Authorized Attorney

NICOR EASEMENT PROVISIONS

An easement is hereby reserved for and granted to NORTHERN ILLINOIS GAS COMPANY, its successors and assigns ("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," "Common Area or Areas" and 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.

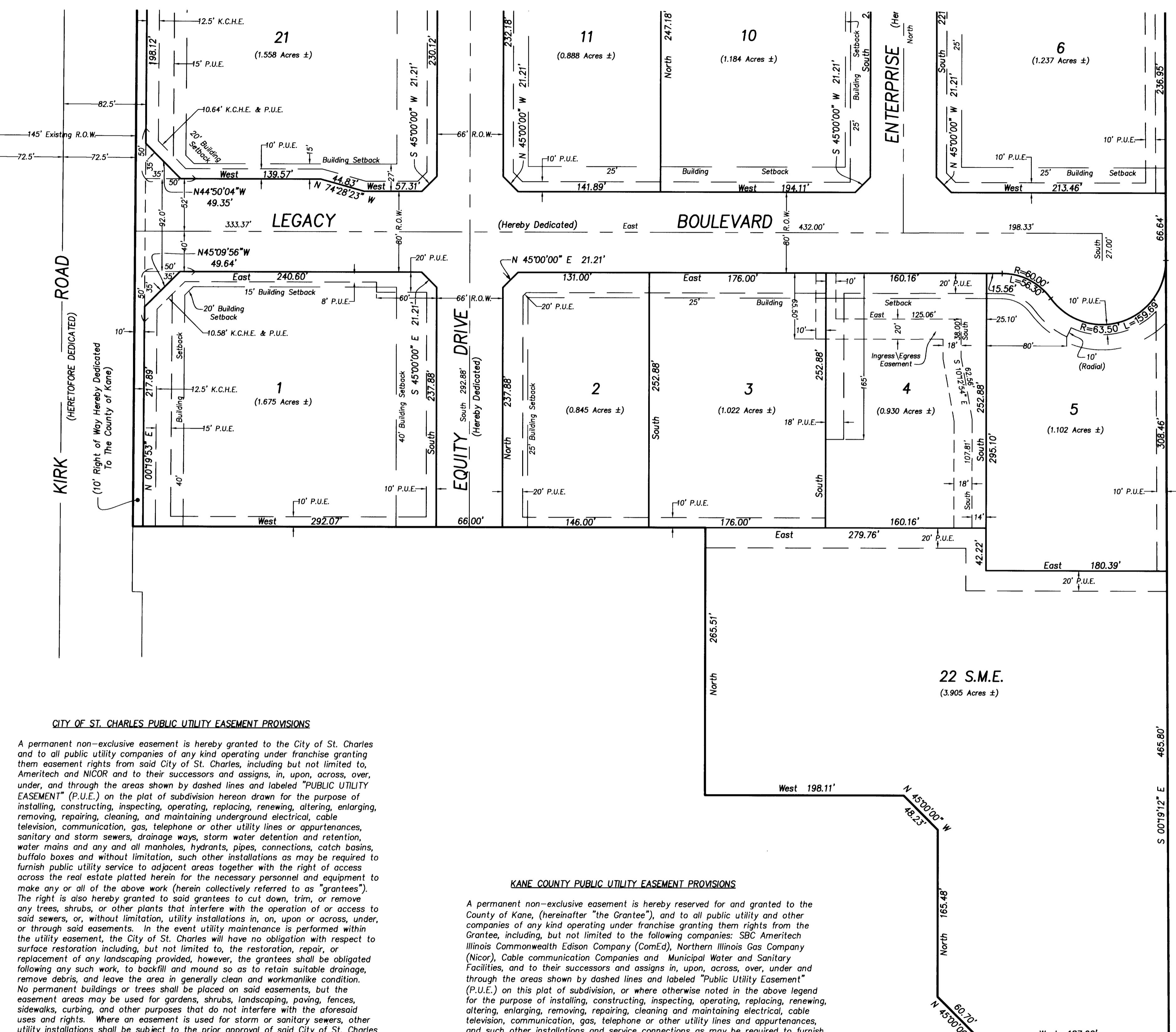
The term "Common Elements" shall have that meaning set forth for such term in Section 605/2(e) of the "Condominium Property Act" (Illinois Compiled Statutes, Ch. 765, Sec. 605/2(e)), as amended from time to time.

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.

E-753
LIC #184-003073 Professional Design Firm, Land Surveying and Professional Engineering Corporation

JACOB & HEFFNER ASSOCIATES, P.C.
ENGINEERS + SURVEYORS
615 Campus Drive
Joliet, Illinois 60435
(815)730-6080 FAX (815)730-8369

PART OF THE SOUTHWEST AND NORTHWEST QUARTERS OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS



Survey No.:	D 5 2 4
Ordered By.:	Paul Hemmer Companies
Description:	FINAL PLAT OF SUBDIVISION INDUSTRIAL CENTER OF ST. CHARLES
Date Prepared:	May 10, 2006
Scale:	1" = 60' Prepared By: <u>RR</u>

STORMWATER DETENTION EASEMENT PROVISIONS

A permanent non-exclusive easement is hereby granted to the City of St. Charles and to all public utility companies of any kind operating under franchise granting them easement rights from said City of St. Charles, including but not limited to, Ameritech and NICOR and to their successors and assigns, in, upon, across, over, under, and through the areas shown by dashed lines and labeled "PUBLIC UTILITY EASEMENT" (P.U.E.) on the plat of subdivision herein drawn for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining underground electrical, cable television, communication, gas, telephone or other utility lines or appurtenances, sanitary and storm sewers, drainage ways, storm water detention and retention, water mains and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes and without limitation, such other installations as may be required to furnish public utility service to adjacent areas together with the right of access across the real estate platted herein for the necessary personnel and equipment to make any or all of the above work (herein collectively referred to as "grantees"). The right is also hereby granted to said grantees to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said sewers, or without limitation, utility installations in, on, upon or across, under, or through said easements. In the event utility maintenance is performed within the utility easement, the City of St. Charles will have no obligation with respect to surface restoration including, but not limited to, the restoration, repair, or replacement of any landscaping provided, however, the grantees shall be obligated following any such work, to backfill and mound so as to retain suitable drainage, remove debris, and leave the area in generally clean and workmanlike condition. No permanent buildings or trees shall be placed on said easements, but the easement areas may be used for gardens, shrubs, landscaping, paving, fences, sidewalks, curbing, and other purposes that do not interfere with the aforesaid uses and rights. Where an easement is used for storm or sanitary sewers, other utility installations shall be subject to the prior approval of said City of St. Charles so as not to interfere with the gravity flow in said sewer or sewers. Utility installations, other than those managed by the City of St. Charles, shall be subject to the approval of the City of St. Charles, as to design and location, and all other installations are subject to the ordinances of the City of St. Charles.

KANE COUNTY PUBLIC 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: SBC Ameritech Illinois Commonwealth Edison Company (ComEd), Northern Illinois Gas Company (Nicor), Cable communication Companies and Municipal Water and Sanitary Facilities, and to their successors and assigns in, upon, across, over, under and through the areas shown by dashed lines and labeled "Public Utility Easement" (P.U.E.) 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 herein for the necessary personnel and equipment to do any or all of the above work. No permanent building 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.

LIMITED BLANKET EASEMENT PROVISIONS

A Blanket Easement shall be required over, under and upon those portions of the property, as reasonably determined by the City of St. Charles, to be necessary for access by emergency vehicles or for access for maintenance, repair, replacement and customary service of all electricity lines, sanitary sewer, storm drainage, storm water detention and retention, water main systems, communication lines, natural gas supply systems, communication facilities and other utilities. The blanket utility easement herein required shall be granted in favor of the City of St. Charles on all Final Plats.