PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN DUPAGE COUNTY ILLINOIS.

LEGAL DESCRIPTION

PARCEL 1: LOT 8 IN CENTERPOINT BUSINESS PARK, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 2003 AS DOCUMENT NUMBER R2003-092726, DUPAGE COUNTY, ILLINOIS.

(PARCELS 2 THRU 4 AS REFERENCED ON THE ABOVE REFERENCED TITLE COMMITMENT DESCRIBE AUGMENTING EASEMENTS WHICH BENEFIT PARCEL 1) PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PLAT OF CENTERPOINT BUSINESS PARK, AFORESAID, FOR INGRESS AND

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PLAT OF CENTERPOINT BUSINESS PARK, AFORESAID, FOR VEHICULAR INGRESS AND EGRESS OVER AND ACROSS THE PORTIONS OF LOTS 6, 7 AND 11 AS MARKED AND IDENTIFIED AS CROSS ACCESS EASEMENT #3.

PARCEL 4: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PLAT OF CENTERPOINT BUSINESS PARK. AFORESAID, FOR VEHICULAR INGRESS AND EGRESS OVER AND ACROSS THE PORTIONS OF LOT 12 AS MARKED AND IDENTIFIED AS CROSS ACCESS EASEMENT #1.

GRAPHIC SCALE

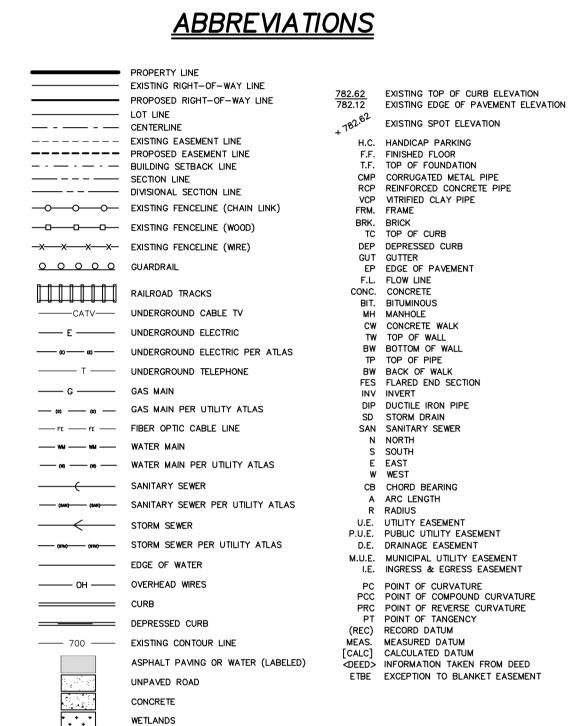
BORDEAUXIN

TOX VALLEY CENTER

S TESÍA

LEGEND





EASEMENT PROVISIONS AS NOTED ON THE FINAL PLAT OF CENTERPOINT BUSINESS PARK

A perpetual non—exclusive easement for vehicular ingress and egress is hereby granted in favor of Lot 8, over and across the portion of Lot 12 marked and identified as "Cross Access Easement #1" on this Plat. The owner(s), from time to time, of Lot 8 shall at its (their) sole expense, keep and maintain the "Cross Access Easement #1" in good order and repair. By accepting any deed or other instrument of conveyance for Lot 8, the owner(s), from time to time, of said Lot 8 shall be deemed to have covenanted and agreed to undertake such maintenance of the "Cross Access Easement #1" as aforesaid, during the period for which such owner(s) shall own Lot

At its (their) sole expense, the owner or owners, from time to time, of Lot 8 shall have the right (but not the obligation) to pave and surface the "Cross Access Easement #1" area with an impervious material (such as concrete or asphalt) of sufficient bearing strength so as to accommodate the automobile, truck and tractor trailer vehicles as shall, from time to time, regularly use such easement area.

No obstructions or barriers shall be erected on or about "Cross Access Easement #1."

EXISTING BUILDING

A perpetual non-exclusive easement for vehicular ingress and egress is hereby granted in favor of Lot 5, over and across the portion of Lot 6 marked and identified as "Cross Access Easement #2" on this Plat. The owner(s), from time to time, of Lot 5 shall at its (their) sole expense, keep and maintain the "Cross Access Easement #2" in good order and repair. By accepting any deed or other instrument of conveyance for Lot 5, the owner(s), from time to time, of said Lot 5 shall be deemed to have covenanted and agreed

At its (their) sole expense, the owner or owners, from time to time, of Lot 5 shall have the right (but not the obligation) to pave and surface the "Cross Access Easement #2" area with an impervious material (such as concrete or asphalt) of sufficient bearing strength so as to accommodate the automobile, truck and

tractor trailer vehicles as shall, from time to time, regularly use such easement area. No obstructions or barriers shall be erected on or about "Cross Access Easement #2."

such owner(s) shall own Lot

CROSS-ACCESS EASEMENT #3 A perpetual non-exclusive easement for vehicular ingress and egress is hereby granted in favor of Lots 5, 6, 7, 8 and 11, over and across the portions of Lots 6, 7, 8 and 11 as marked and identified as "Cross

Access Easement #3" on this Plat. The owner(s), from time to time, of Lot 6 shall at its (their) sole expense, keep and maintain so much of the "Cross Access Easement #3" as lies within said Lot 6, in good order and repair, and improved with a continuous impervious material (such as concrete or asphalt) of sufficient bearing strength so as to

accommodate the automobile, truck and tractor trailer vehicles as shall, from time to time, regularly use such easement area. By accepting any deed or other instrument of conveyance for Lot 6, the owner(s), from time to time, of said Lot 6 shall be deemed to have covenanted and agreed to undertake such maintenance of so much of the "Cross Access Easement #3" as lies within said Lot 6 as aforesaid, during the period for which such owner(s) shall own The owner(s), from time to time, of Lot 7 shall at its (their) sole expense, keep and maintain so much of

the "Cross Access Easement #3" as lies within said Lot 7, in good order and repair, and improved with a continuous impervious material (such as concrete or asphalt) of sufficient bearing strength so as to accommodate the automobile, truck and tractor trailer vehicles as shall, from time to time, regularly use such easement area. By accepting any deed or other instrument of conveyance for Lot 7, the owner(s), from time to time, of said Lot 7 shall be deemed to have covenanted and agreed to undertake such maintenance of so much of the "Cross Access Easement #3" as lies within said Lot 7 as aforesaid, during the period for which such owner(s) shall own Lot 7. The owner(s), from time to time, of Lot 8 shall at its (their) sole expense, keep and maintain so much of

the "Cross Access Easement #3" as lies within said Lot 8, in good order and repair, and improved with a continuous impervious material (such as concrete or asphalt) of sufficient bearing strength so as to accommodate the automobile, truck and tractor trailer vehicles as shall, from time to time, regularly use such easement area. By accepting any deed or other instrument of conveyance for Lot 8, the owner(s), from time to time, of said Lot 8 shall be deemed to have covenanted and agreed to undertake such maintenance of so much of the "Cross Access Easement #3" as lies within said Lot 8 as aforesaid, during the period for which such owner(s) shall own

No obstructions or barriers shall be erected on or about "Cross Access Easement #3." In establishing and/or maintaining the grade level of the impervious surface of the "Cross Access Easement #3" area, each of the respective owners of Lots 5, 6, 7 and 8 shall cooperate in maintaining a reasonably consistent grade level so as to permit unobstructed vehicle movements and consistent maintenance. For purposes of "Cross Access Easement #3," maintenance shall be deemed to include (but not be limited to) the repair of potholes and cracks, keeping the surface of the easement area free of snow and ice, and providing surface striping for the coordinated movement and circulation of vehicles through the easement area. INGRESS-EGRESS EASEMENT

A perpetual non-exclusive easement for vehicular ingress and egress is hereby granted in favor of Lots 2, 3, 4, 5, 6, 7 and 8, over and across the portions of Lot 15 as marked and identified as "Ingress & Egress Easement" (I.E.) on this Plat.

With respect to each of the foregoing Cross Access Easements and the foregoing Ingress-Egress Easement,

No obstructions or barriers shall be erected on or about the "Ingress & Egress Easement" (I.E.).

the following general terms shall apply: 1. Whenever an easement is granted in favor of a Lot, it shall be intended for the benefit and use of the Lot Owner(s) and each of its or their tenants, subtenants, contractors, employees, agents, customers, vendors, invitees and all of the other lawful occupants of or visitors to each of said Lots.

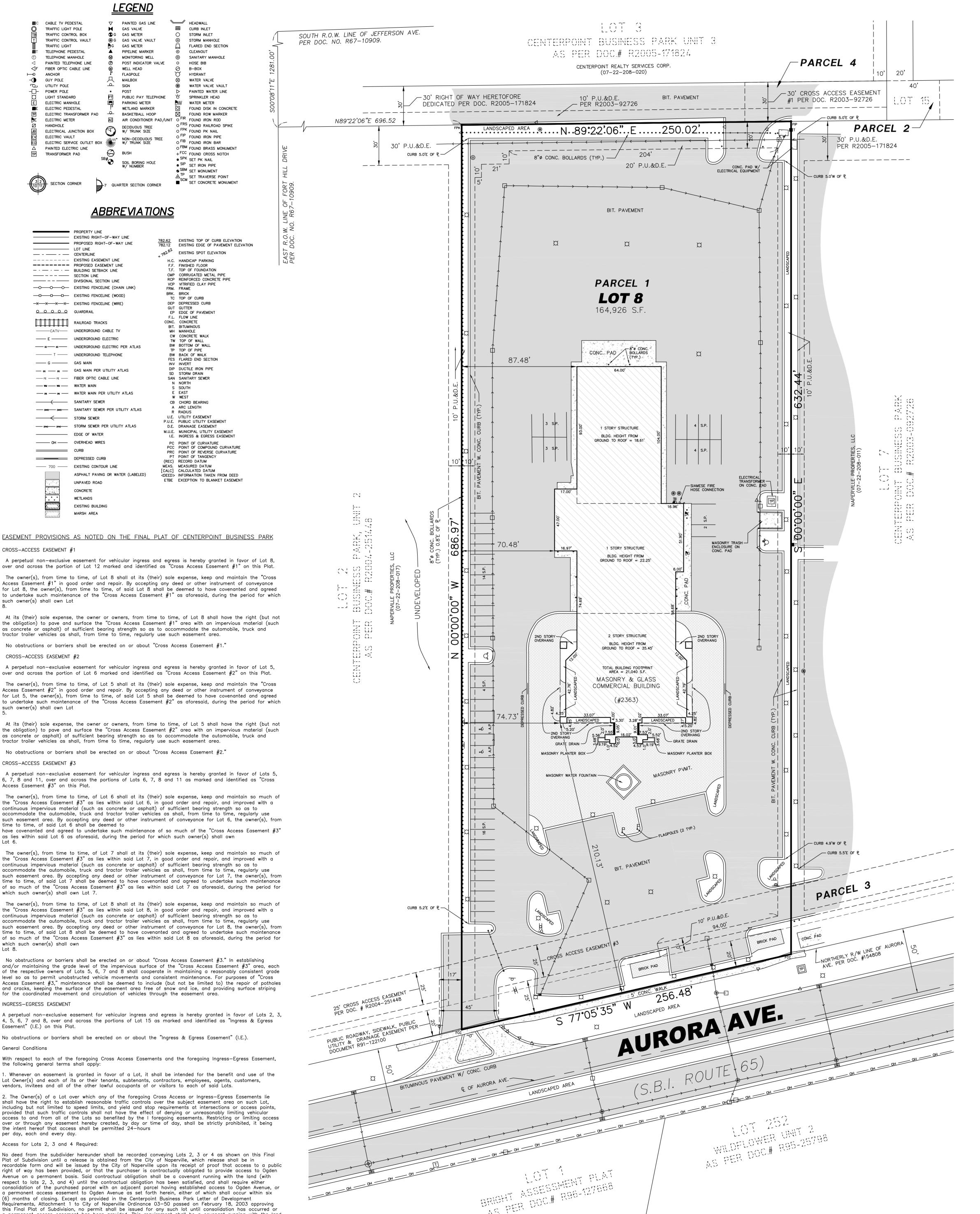
2. The Owner(s) of a Lot over which any of the foregoing Cross Access or Ingress-Egress Easements lie shall have the right to establish reasonable traffic controls over the subject easement area on such Lot, including but not limited to speed limits, and yield and stop requirements at intersections or access points, provided that such traffic controls shall not have the effect of denying or unreasonably limiting vehicular access to and from all of the Lots so benefited by the I foregoing easements. Restricting or limiting access over or through any easement hereby created, by day or time of day, shall be strictly prohibited, it being the intent hereof that access shall be permitted 24-hours

per day, each and every day. Access for Lots 2, 3 and 4 Required:

No deed from the subdivider hereunder shall be recorded conveying Lots 2, 3 or 4 as shown on this Final Plat of Subdivision until a release is obtained from the City of Naperville, which release shall be in recordable form and will be issued by the City of Naperville upon its receipt of proof that access to a public right of way has been provided, or that the purchaser is contractually obligated to provide access to Ogden Avenue on a permanent basis. Said contractual obligation shall be a covenant running with the land (with respect to lots 2, 3, and 4) until the contractual obligation has been satisfied, and shall require either consolidation of the purchased parcel with an adjacent parcel having established access to Ogden Avenue, or a permanent access easement to Ogden Avenue as set forth herein, either of which shall occur within six (6) months of closing. Except as provided in the Centerpoint Business Park Letter of Development Requirements, Attachment 1 to City of Naperville Ordinance 03-50 passed on February 18, 2003 approving this Final Plat of Subdivision, no permit shall be issued for any such lot until consolidation has occurred or a permanent access easement has been provided. This requirement shall be a covenant running with the land

(with respect to said Lots 2, 3 and 4) until this requirement has been satisfied for a respective Lot.

EGRESS OVER AND ACROSS THE PORTIONS OF LOT 15 AS MARKED AND IDENTIFIED AS INGRESS AND EGRESS EASEMENT.



SITE ADDRESS

2363 AURORA AVENUE NAPERVILLE, ILLINOIS 60540

BASIS OF BEARINGS

ASSUMED THE EAST RIGHT OF WAY LINE OF FORT HILL DRIVE TO BE S 00° 08' 11" E

AREA

164,926 SQ. FT. 3.7862 ACRES

FLOOD HAZARD NOTE

THIS PROPERTY IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF NAPERVILLE, ILLINOIS, COMMUNITY PANEL NO. 1702130011C, EFFECTIVE DATE MAY 18, 1992

PARKING STALLS

STANDARD PARKING STALLS = 50ACCESSIBLE PARKING STALLS = 2 TOTAL PARKING STALLS

ZONING NOTES:

SUBJECT PARCEL IS ZONED B-3 GENERAL BUSINESS DISTRICT

1) Per Title 6, Chapter 7, Article C of the Zoning Ordinance for the City of Naperville:

No area requirements in the B3 District (Ord. 80-5, 1-21-1980) - No lot width requirements in the B3 District (Ord. 80-5, 1-12-1980) - Height of any bldg. or structure not to exceed forty feet (40) Maximum floor area ratio for buildings and structures shall be 2.0 - Where the B3 District is across an existing or proposed right of way from property located in an R1A District (Wildflower Unit 2), the side and rear yards provided shall not be less than 15' in depth as measured from the edge of the existing or proposed right of way abutting the B3 district (Ord.

SURVEYOR'S NOTES

IT APPEARS THAT THE 1 ROD EASEMENT GRANTED TO ILLINOIS BELL TELEPHONE CO. PER DOC. NO. R65-7301 FALLS WITHIN THE 20 FOOT DEDICATION OF AURORA AVENUE HERETOFORE DEDICATED PER DOC. NUMBER R91-12201. THEREFORE, IT APPEARS TO BE IN THE AURORA AVENUE RIGHT-OF-WAY. SURVEYOR WAS NOT PROVIDED RAILROAD PLAN NO. 112494 TO VERIFY THIS WHICH WAS REFERENCED IN SAID R65-7301 DOC.

THE EASEMENT GRANTED TO THE CITY OF NAPERVILLE PER DOC. NO. R88-02406 FALLS WITHIN THE 20 FOOT DEDICATION OF AURORA AVENUE HERETOFORE DEDICATED PER DOC. NUMBER R91-12201. DOC. NO. R71-53200 - C.C.R. IS NON-PLOTTABLE. THE LEGAL DESCRIPTION STATED IN THE DOCUMENT FALLS NORTH OF THE PROPERTY SHOWN HEREON.

GENERAL NOTES

- 1. COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY POINTS AND MONUMENTS BEFORE ANY CONSTRUCTION
- 2. ONLY PRINTS OF THIS SURVEY WITH AN EMBOSSED SEAL SHALL BE DESIGNATED OFFICIAL COPIES. THIS SURVEY WAS PREPARED FOR THE SOLE USE OF THE CLIENT AS STATED HEREON AND IS NON—TRANSFERABLE.
- 3. DO NOT SCALE DIMENSIONS FROM THIS PLAT.

AND IMMEDIATELY REPORT ANY DISCREPANCIES TO SURVEYOR.

80-5, 1-21-1980)

- 4. THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED UPON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT, TOGETHER WITH THE AFOREMENTIONED TITLE COMMITMENT. THE PARCEL WHICH IS DEFINED MAY NOT REFLECT ACTUAL OWNERSHIP, BUT REFLECTS WHAT WAS SURVEYED. FOR OWNERSHIP, CONSULT YOUR TITLE COMPANY.
- 5. A TITLE COMMITMENT PREPARED BY PATRIOT REAL ESTATE TITLE SERVICES, INC. ORDER NUMBER 4520 WITH AN EFFECTIVE DATE OF JULY 24, 2006 WAS PROVIDED FOR SURVEYORS USE AT THE TIME OF PREPARATION OF THIS
- 6. UNLESS STATED OR SHOWN OTHERWISE HEREON, ALL EASEMENTS WITHIN THE SUBJECT PARCEL ARE PER CENTERPOINT BUSINESS PARK SUBDIVISION RECORDED MARCH 10, 2003 AS DOCUMENT NUMBER R2003-092726.
- 7. MANHOLES, INLETS AND OTHER UTILITY RIMS OR GRATES SHOWN HEREON ARE FROM FIELD LOCATION OF SUCH, AND ONLY REPRESENT SUCH UTILITY IMPROVEMENTS WHICH ARE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY, THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE. THE LABELING OF THESE MANHOLES (SANITARY, WATER, ETC.) IS BASED SOLELY ON THE "STAMPED" MARKINGS OF THE RIM. STORM SEWER LINES ARE SHOWN USING INFORMATION DERIVED FROM A TOPOGRAPHIC SURVEY PERFORMED BY V3 CONSULTANTS ON 3/20/2002 AND RECORD UTILITY DRAWINGS ALSO PERFORMED BY V3 CONSUTLANTS ON 12/13/2003. NO UNDERGROUND OBSERVATIONS HAVE BEEN MADE TO VERIFY THE ACTUAL USE OF EXISTENCE OR UNDERGROUND
- 8. NO FIELD VERIFIED UNDERGROUND UTILITIES, OR DRAIN TILES, IF ANY EXIST, SHOWN HEREON.
- 9. THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS, TRAILERS, CARS, DIRT, PAVING OR SNOW. AT THE TIME OF THIS SURVEY, SNOW DID NOT COVER THE SITE. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS
- 10. OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE.
- 11. CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION.
- 12. PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION. OVERHEAD BEEN SHOWN.
- 13. THIS PROPERTY IS SUBJECT TO SETBACKS AS ESTABLISHED PURSUANT TO ARTICLE VI, SECTION 9-61 OF THE ZONING ORDINANCE AS AMENDED. IN REFERENCE TO TABLE A ITEM 6, THERE MAY BE A NEED FOR AN INTERPRETATION OF A RESTRICTION, THE SURVEYOR CANNOT MAKE A CERTIFICATION ON THE BASIS OF AN
- 14. THIS PROPERTY IS ZONED B3 GENERAL BUSINESS DISTRICT. SEE THE ZONING ORDINANCE OF THE CITY OF NAPERVILLE FOR SPECIFICS.
- 15. THERE IS NO OBSERVABLE EVIDENCE OF A SOLID WASTE DUMP, SANITARY LAND FILL OR CEMETERIES, OR RECENT CONSTRUCTION ON THE PROPERTY.
- 16. THERE ARE NO NEW RIGHT OF WAY CHANGES THAT THE SURVEYOR IS AWARE OF.

SURVEYOR CERTIFICATE

STATE OF ILLINOIS COUNTY OF DUPAGE

I, THOMAS F. JEDLICKA, A PROFESSIONAL LAND SURVEYOR, DULY REGISTERED AND LICENSED IN THE STATE OF ILLINOIS. DO HEREBY CERTIFY TO ISTAR FINANCIAL INC., A MARYLAND CORPORATION AND ASTAR FINANCE LLC. A DELAWARE LIMITED LIABILITY COMPANY, PATRIOT REAL ESTATE TITLE SERVICES, INC., NAPERVILLE REAL ESTATE, LLC. OLD SECOND NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 9009. AND TOGETHER WITH THEIR RESPECTIVE SUBSIDIARIES, SUCCESSORS AND/OR ASSIGNS, THAT THIS PLAT OF SURVEY REPRESENTS AN ACCURATE ALTA/ACSM SURVEY MADE BY ME ON AUGUST 15, 2006, OF THE FOLLOWING DESCRIBED PROPERTY. LOT 8 IN CENTERPOINT BUSINESS PARK. BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 22. TOWNSHIP 38 NORTH. RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 2003 AS DOCUMENT NUMBER R2003-092726. DUPAGE COUNTY, ILLINOIS.

THE UNDERSIGNED FURTHER CERTIFIES TO ALL LISTED PARTIES THAT:

A) THIS LAND SURVEY PLAT HAS BEEN PREPARED BASED UPON FIELD WORK CONDUCTED ON THE PROPERTY SHOWN HEREON, PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION ON AUGUST 15, 2006;

B) THE DESCRIPTION OF THIS PROPERTY SHOWN HEREON CONFORMS TO THE DESCRIPTION SHOWN IN THE COMMITMENT FOR TITLE INSURANCE, APPLICATION NO. 4520, ISSUED BY PATRIOT REAL ESTATE TITLE SERVICES, INC. DATED JULY 24, 2006, AND SUCH DESCRIPTION AS REFERENCED BY THE PLAT OF SUBDIVISION FOR CENTERPOINT BUSINESS PARK CLOSES BY ENGINEERING CALCULATION.

C) THIS SURVEY PLAT ACCURATELY SHOWS THE LOCATION AND DIMENSIONS OF ALL BOUNDARIES OF THE PROPERTY, AND ALL VISIBLE BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS, BUILDING SETBACK LINES, PARTY WALLS, DITCHES, FLOOD PLAINS, WATERWAYS, BODIES OF WATER, ANY DISCHARGE INTO STREAMS, RIVERS, OR OTHER CONVEYANCE SYSTEM, ALL VISIBLE STORM DRAINAGE SYSTEMS FOR THE COLLECTION AND DISPOSAL OF ALL ROOF AND SURFACE DRAINAGE, FENCES, EASEMENTS AS LISTED IN SAID TITLE COMMITMENT, RIGHTS-OF-WAY, VISIBLE UTILITIES, STREETS, ALLEYS, ROADWAYS, CURBS, GUTTERS, DRIVEWAYS, CURB CUTS, PARKING STALLS, LOADING DOCKS, TRAVELED WAYS, AND OTHER SIGNIFICANT VISIBLE ITEMS LOCATED ON THE SUBJECT PROPERTY, AND ARE DISCOVERABLE UPON VISIBLE INSPECTION, OR OTHERWISE KNOWN TO ME;

D) THE SUBJECT PROPERTY IS ZONED B3 — GENERAL BUSINESS DISTRICT

E) ALL INFORMATION SHOWN HEREON IS ACCURATE

NO PORTION OF THE SAID PROPERTY SHOWN HEREON LIES WITHIN THE ONE HUNDRED YEAR FLOOD PLAIN OR ANY AREA SUBJECT TO SPECIAL FLOOD HAZARDS AS DESIGNATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE PROPERTY LIES WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS COMMUNITY PANEL NO. 170213011C, BEARING AN EFFECTIVE DATE OF MAY 18, 1992.

G) THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7a, 7b1, 8, 9, 10, 11a, 13, 14, 16, 17, & 18 AND TO THE EXTENT NECESSARY TO DETERMINE COMPLIANCE WITH APPLICABLE ZONING REQUIREMENTS, ITEMS 7(b) AND 7(c) OF TABLE A, "OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS", SPECIFICALLY DEFINED THEREIN. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE RELATIVE

PROJ. MAN.: TFJ | SCALE: 1" = 40' | FIELD WORK COMPLETED: 8/15/06

POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

GIVEN UNDER MY HAND AND SEAL THIS __ DAY OF _AUGUST_, A.D., 20_06

THOMAS F. JEDLICKA ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3033

MY LICENSE EXPIRES ON NOVEMBER 30, 2006. V3 COMPANIES OF ILLINOIS, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902 THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2007.

JOB DIRECTORY:

Project No: 02027.HSK Group No: V01.1

SHEET NO.

Engineers Scientists Surveyors

7325 Janes Avenue, Suite 100 Woodridge, IL 60517 630.724.9200 voice 630.724.0384 fax v3co.com

PREPARED FOR: HARDT, STERN & KAYNE, P.C. 2610 LAKE COOK ROAD SUITE 200 RIVERWOODS, ILLINOIS 60015 (847) 597-2150

REVISIONS REVISIONS ALTA/ACSM LAND TITLE SURVEY NO. DATE DESCRIPTION DATE DESCRIPTION