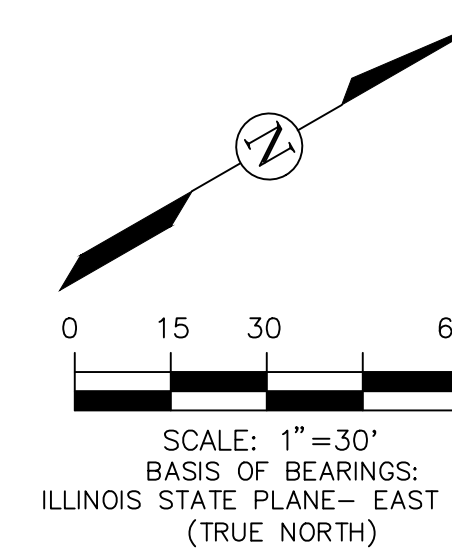


LOCATION MAP
N.T.S.
P.I.N. 08-19-318-001
ADDRESS: 1001 S. WASHINGTON ST.
NAPERVILLE, ILLINOIS, 60540

PRELIMINARY/FINAL PLAT OF SUBDIVISION FOR TARTAN HIGHLANDS SUBDIVISION NAPERVILLE, ILLINOIS

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

A=23.42' MEAS.
R=15'
CHD DIST=21.11'
CHD BRG=N75°56'27"E



THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY **AND RETURN TO:**
NAME: **NAPERVILLE CITY CLERK**
ADDRESS: 400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540

LINE TYPE LEGEND

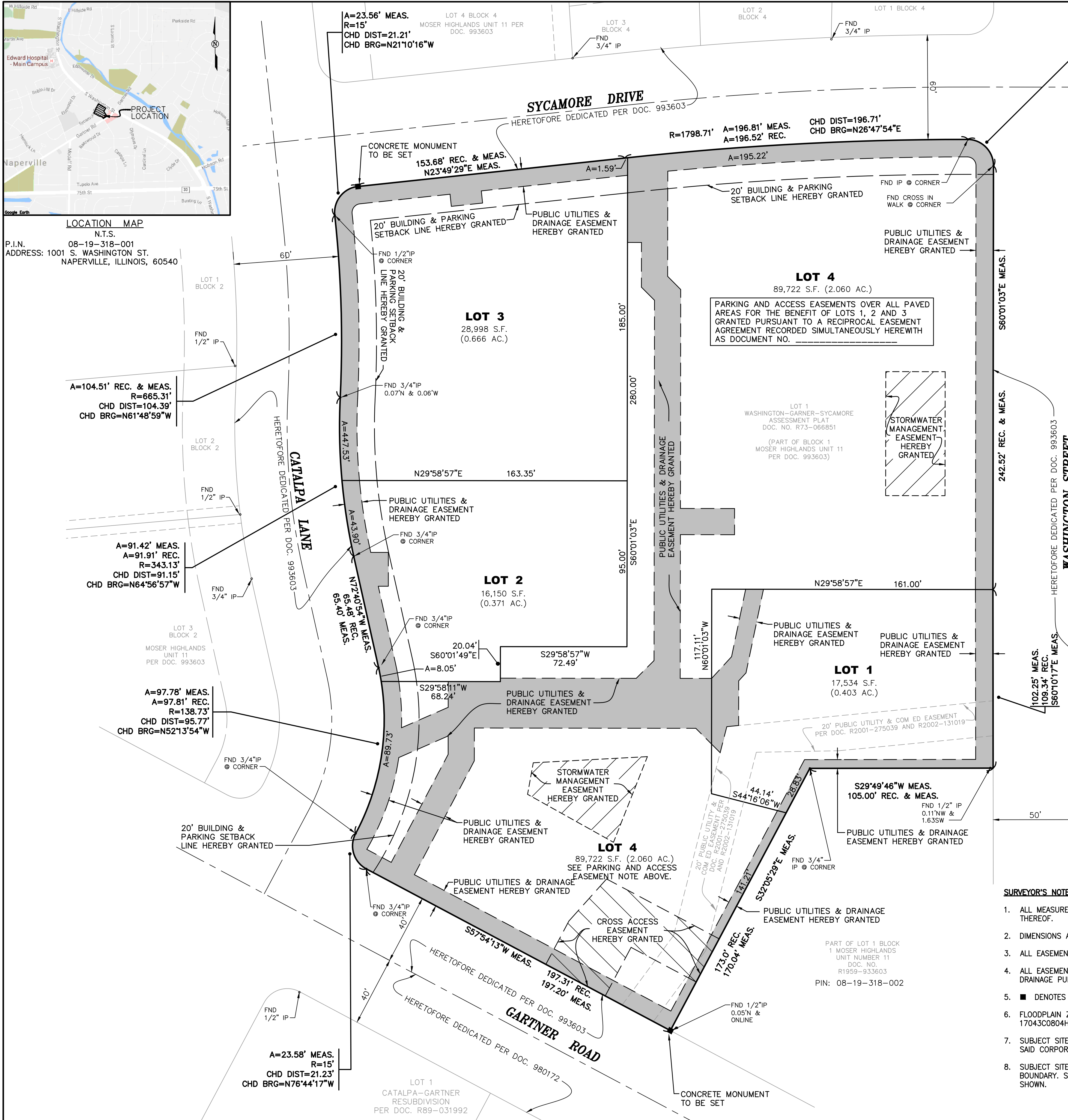
PROPOSED	EXISTING	DESCRIPTION
—	—	SUBDIVISION BOUNDARY
—	—	LOT LINE
—	—	CENTER LINE
—	—	EASEMENT LINE
—	—	ACCESS EASEMENT LINE
—	—	BUILDING LINE
—	—	SECTION LINE
—	—	UNDERLYING LOT LINE
—	—	DRAINAGE & STORMWATER MANAGEMENT EASEMENT HEREBY GRANTED
—	—	PUBLIC UTILITIES & DRAINAGE EASEMENT HEREBY GRANTED
—	—	CROSS ACCESS EASEMENT HEREBY GRANTED

ABBREVIATIONS

REC. MEAS. DEED R. A. CHD DIST CHD BRG	RECORD DATA MEASURED DATA DEEDED DATA RADIUS ARC DATA CHORD DISTANCE CHORD BEARING	S.F. AC. FIP N S E W	SQUARE FEET ACRE FOUND IRON PIPE NORTH SOUTH EAST WEST
ROW PL CL	RIGHT OF WAY PROPERTY LINE CENTERLINE		

AREA SUMMARY TABLE

GROSS BOUNDARY AREA	152,404 S.F. (3.499 AC.)
NET BOUNDARY AREA	152,404 S.F. (3.499 AC.)
ROW DEDICATED	N/A
LOT AREA	
LOT 1	17,534 S.F. (0.403 AC.)
LOT 2	16,150 S.F. (0.371 AC.)
LOT 3	28,998 S.F. (0.666 AC.)
LOT 4	89,722 S.F. (2.060 AC.)
EASEMENT AREA	
EXISTING: PUBLIC UTILITY & COM ED	6,171 S.F. (0.141 AC.)
PROPOSED: DRAINAGE & STORMWATER MANAGEMENT	4,471 S.F. (0.103 AC.)
PUBLIC UTILITIES & DRAINAGE	26,952 S.F. (0.619 AC.)
TOTAL (EX. P.U. & COMED AND P.U.D.E.)	33,123 S.F. (0.760 AC.)
CROSS ACCESS	3,352 S.F. (0.077 AC.)



LOT 4
89,722 S.F. (2.060 AC.)
PARKING AND ACCESS EASEMENTS OVER ALL PAVED
AREAS FOR THE BENEFIT OF LOTS 1, 2 AND 3
GRANTED PURSUANT TO A RECIPROCAL EASEMENT
AGREEMENT RECORDED SIMULTANEOUSLY HEREWITH
AS DOCUMENT NO. _____

LOT 1
WASHINGTON-GARNER-SYCAMORE
ASSESSMENT PLAT
DOC. NO. R73-066551
(PART OF BLOCK 1
MOSER HIGHLANDS UNIT 11
PER DOC. 993603)

LOT 4
89,722 S.F. (2.060 AC.)
SEE PARKING AND ACCESS
EASEMENT NOTE ABOVE.

- SURVEYOR'S NOTES:**
- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
 - DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS.
 - ALL EASEMENTS DEPICTED ON THIS PLAT ARE HEREBY GRANTED.
 - ALL EASEMENTS DEPICTED ON THE PLAT MAP ARE FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES UNLESS OTHERWISE NOTED.
 - DENOTES CONCRETE MONUMENT TO BE SET.
 - FLOODPLAIN ZONE - NOT IN FLOODPLAIN ZONE X PER FEMA PANEL NUMBER 17043C0804H, DATED DECEMBER 16, 2004.
 - SUBJECT SITE IS WITHIN THE CORPORATE LIMITS OF THE CITY OF NAPERVILLE. SAID CORPORATE LIMITS EXTENDS BEYOND THIS SITE THEREFORE NOT SHOWN.
 - SUBJECT SITE IS WITHIN THE LIMITS OF THE NAPERVILLE PARK DISTRICT TAX BOUNDARY. SAID BOUNDARY EXTENDS BEYOND THIS SITE THEREFORE NOT SHOWN.

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ROAKE AND ASSOCIATES, INC.
Part of Civil & Environmental Consultants, Inc.
1230 E. Diehl Road, Suite 200, Naperville, IL 60563
Tel. (877) 963-6026 Fax. (630) 963-6027



PREPARED FOR:
TARTAN REALTY GROUP, INC.
350 WEST HUBBARD STREET, #640
CHICAGO, ILLINOIS 60654
TEL. (312) 377-8375
FAX. (312) 377-8351

NO. DATE DESCRIPTION			REVISIONS		
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	06/05/19	REV. PER CITY RVW DATED 05/16/19			
2	07/09/19	REV. PER CITY RVW DATED 06/26/19			
3	07/30/19	REV. PER CITY RVW DATED 07/25/19			
4	08/09/19	REV. PER CITY RVW DATED 08/08/19			

TARTAN HIGHLANDS SUBDIVISION
PRELIMINARY/FINAL PLAT OF SUBDIVISION - PLAT
DRN./CKD. BY: SRH/JGC FILE: 8534PS FLD. BK./PG.: 273/38-39 SHEET NO. 3
SCALE: 1"=30' DATE: 04/22/19 JOB NO.: 190-206 1 OF 3

CITY PROJECT NO. 19-10000049

OWNER AND DEVELOPER SHALL HAVE FULL RESPONSIBILITY FOR THE STORMWATER MANAGEMENT MAINTENANCE OF STORMWATER MANAGEMENT EASEMENT AREA ON LOT 4.

THE PROPERTY OWNER OF LOT 4 SHALL HAVE THE PERPETUAL DUTY AND OBLIGATION TO PERFORM OR HAVE PERFORMED ALL MAINTENANCE ON SAID LOT 4 AND ALL MAINTENANCE OF THE STORMWATER MANAGEMENT AREA SO THAT IT FUNCTIONS AS HYDRAULICALLY AND HYDROLOGICALLY PLANNED IN ACCORDANCE WITH ALL APPLICABLE STATUTES, ORDINANCES, AND RULES AND REGULATIONS.

NEITHER THE OWNER, NOR DEVELOPER, OR ANY OF THEIR AGENTS, OR CONTRACTORS SHALL DESTROY OR MODIFY THE GRADES OR SLOPES WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER OF THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON LOT 4.

THE PROPERTY OWNER OF LOT 4 SHALL HAVE THE PERPETUAL DUTY AND OBLIGATION TO ASSESS ITS MEMBERS ON A YEARLY BASIS FOR A PRORATED SHARE OF THE COST TO MAINTAIN THE STORMWATER MANAGEMENT AREA ON LOT 4 AS WELL AS FOR A PRORATED PORTION OF THE REAL ESTATE PROPERTY TAXES TO BECOME DUE AND PAYABLE ON THE ENTIRETY OF LOT 4.

PERPETUAL PUBLIC STORMWATER AND DRAINAGE EASEMENTS ARE HEREBY GRANTED TO THE CITY OF NAPERVILLE, ITS AGENTS, SUCCESSORS AND ASSIGNS, OR ANY OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES, OVER, ON, ACROSS AND UNDER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" OR (S.M.E.) ON THE PLAT FOR THE RIGHT, PRIVILEGE, AND AUTHORITY FOR THE PURPOSES OF:

- SURVEYING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, INSPECTING, MAINTAINING, AND OPERATING ALL STORMWATER MANAGEMENT FACILITIES, STRUCTURES, GRADES, AND SLOPES ON LOT 4.
- ENTERING ONTO LOT 4 OR ANY ADJOINING LOT TO PERFORM THE WORK SPECIFIED IN PARAGRAPH 1 TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE REQUIRED WORK.
- CUTTING DOWN, TRIMMING, OR REMOVING TREES, SHRUBS, PLANTS, MULCH, LANDSCAPING STRUCTURES, RETAINING WALLS OR ANY OTHER MATERIALS ON LOT 4 WHICH INTERFERE WITH THE OPERATIONS OF THE STORMWATER FUNCTIONS.

NO PERMANENT BUILDINGS SHALL BE CONSTRUCTED ON LOT 4 BY THE OWNER, OR THE OWNER'S SUCCESSORS IN INTEREST, BUT SAID LOT 4 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 IMPED THE STORAGE OR FREE FLOW OF STORMWATER ON AND OVER SAID LOT 4. THE CITY OF NAPERVILLE IS HEREBY GRANTED A PERMANENT AND PERPETUAL MUNICIPAL UTILITY EASEMENT OVER, UNDER AND THROUGH ALL OF LOT 4 FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF WATER, WASTEWATER AND ELECTRIC UTILITY FACILITIES. THE CITY MAY CONSTRUCT SUCH MUNICIPAL UTILITY FACILITIES ON LOT 4 ONLY AFTER SUBMITTING AND RECEIVING APPROVAL OF ENGINEERING PLANS FROM THE CITY ENGINEER OR THE CITY ENGINEER'S DESIGNEE. THE CITY OF NAPERVILLE SHALL, UPON COMPLETION OF ANY MUNICIPAL UTILITY WORK ON LOT 4 RESTORE THE EASEMENT PREMISES TO THE SAME OR BETTER SURFACE CONDITION THAN THAT EXISTED PRIOR TO BEGINNING OF THE CITY WORK.

IF EITHER THE OWNER OR DEVELOPER FAILS TO MAINTAIN THE STORMWATER AREA ON LOT 4 AS REQUIRED BY THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON LOT 4, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PROPERTY TO PERFORM MAINTENANCE, REPAIR, CONSTRUCTION, OR RECONSTRUCTION NECESSARY TO MAINTAIN STORMWATER STORAGE OR FLOW ON LOT 4.

THE INDIVIDUAL OWNER(S) OF THE LOTS CREATED BY THE FINAL PLAT OF SUBDIVISION, OR THEIR HEIRS, LEGATEES, ASSIGNS, OR SUCCESSORS IN INTEREST, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL COSTS INCURRED BY THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON LOT 4, IN PERFORMING SUCH WORK, PLUS AN ADDITIONAL TEN (10%) PERCENT AND ANY REASONABLE ATTORNEY'S FEES, INCLUDING THE COSTS OF IN-HOUSE COUNSEL, CONNECTED WITH THE COLLECTION OF SUCH COSTS.

THE ACTUAL COSTS OF THE CITY, OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION, TO PERFORM ANY NECESSARY WORK, AS DETERMINED BY THE CITY, OR SUCH OTHER GOVERNMENTAL ENTITY, PLUS TEN (10%) PERCENT AND ALL ATTORNEYS' FEES, SHALL CONSTITUTE A LIEN AGAINST THE INDIVIDUAL LOTS.

THE PROVISIONS OF THESE COVENANTS AND DECLARATIONS RELATING TO STORMWATER OBLIGATIONS SHALL NOT BE AMENDED, MODIFIED, OR ABROGATED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON LOT 4.

ALL OF THE ABOVE-STATED OBLIGATIONS SHALL ALSO BE CLEARLY REFERENCED IN ANY COVENANTS, CONDITIONS, DECLARATIONS, AND RESTRICTIONS RECORDED AGAINST ANY OF THE LOTS CREATED BY THIS FINAL PLAT OF SUBDIVISION, AND IN ANY DEEDS OR TITLE DOCUMENTATION REQUIRED FOR THE CONVEYANCE OF ANY OF SUCH INDIVIDUAL LOTS OR UNITS.

THE LOT OWNER OF LOT 4 SHALL HAVE THE PERPETUAL DUTY AND OBLIGATION TO FURNISH OR TO CAUSE TO BE FURNISHED, TO THE CITY OF NAPERVILLE, ILLINOIS, AN ANNUAL INSPECTION REPORT FOR THE STORMWATER FACILITIES, PREPARED BY AN ILLINOIS LICENSED PROFESSIONAL ENGINEER IN WHICH THE CONDITION OF THE STORMWATER MANAGEMENT FACILITIES WITHIN THE LOT ARE DESCRIBED IN DETAIL, RECOMMENDATIONS FOR MAINTENANCE AND REPAIRS ARE MADE AND INCLUDING A CERTIFICATION THAT THE CONDITION OF THE STORMWATER FACILITIES IS SUCH THAT THEY WILL OPERATE IN ACCORDANCE WITH THE ORIGINAL DESIGN INTENT.

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF NAPERVILLE, ILLINOIS ("CITY") AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY, OR OTHERWISE AUTHORIZED BY THE CITY, INCLUDING BUT NOT LIMITED TO ILLINOIS BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, NICOR GAS COMPANY, AND THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER AND THROUGH ALL OF THE AREAS MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR ("PU&DE") ON THE PLAT FOR THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNAE TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCHBASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS, WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF NAPERVILLE.

EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF NAPERVILLE 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 BUT NOT LIMITED TO, WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE.

THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON, OVER, ALONG AND ACROSS THE PROPERTY DESCRIBED HEREIN FOR THE LIMITED PURPOSE OF READING, EXAMINING, INSPECTING, INSTALLING, OPERATING, MAINTAINING, EXCHANGING, REMOVING, REPAIRING, TESTING, AND/OR REPLACING CITY OWNED UTILITY EQUIPMENT AND METERS WHICH SERVE SAID PROPERTY, INCLUDING NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

CROSS-ACCESS EASEMENT PROVISIONS

A PERPETUAL NON-EXCLUSIVE CROSS-ACCESS EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS ONLY IS HEREBY GRANTED OVER AND ACROSS THAT PORTION OF THE PROPERTY MARKED AND IDENTIFIED AS "CROSS-ACCESS EASEMENT" ON THIS FINAL PLAT OF SUBDIVISION. THE CROSS-ACCESS EASEMENT GRANTED HEREBY SHALL RUN ONLY TO THE BENEFIT OF THE PROPERTY KNOWN AS PART OF LOT 1 BLOCK 1 IN MOSER HIGHLANDS UNIT NUMBER 11, RECORDED AS DOCUMENT NO. R1959-933603 (PIN # 08-19-318-002) (HEREINAFTER "GRANTEE PROPERTY") ALONG WITH GRANTEE'S LESSEES, EMPLOYEES, AGENTS, INVITEES, VISITORS AND GUESTS (HEREINAFTER CUMULATIVELY REFERENCED AS "GRANTEE"). NOTWITHSTANDING THE FOREGOING, THIS GRANT IS NOT INTENDED IN ANY WAY AS A PUBLIC DEDICATION AND SHALL ALSO EXCLUDE ALL HEAVY CONSTRUCTION VEHICLES AND SEMI TRUCKS WHICH SHALL BE PROHIBITED FROM USING ANY PORTION OF THE CROSS-ACCESS EASEMENT.

GRANTOR SHALL DESIGN, INSTALL, KEEP AND MAINTAIN THE CROSS-ACCESS EASEMENT IDENTIFIED ON THIS FINAL PLAT OF SUBDIVISION IN GOOD ORDER AND REPAIR AND IMPROVED WITH AN ASPHALT, CONCRETE, OR SIMILAR HARD SURFACE OF SUFFICIENT LOAD BEARING STRENGTH SO AS TO ACCOMMODATE VEHICULAR TRAFFIC AT GRANTOR'S SOLE COST AND EXPENSE. NO OBSTRUCTIONS OR BARRIERS SHALL BE ERCTED ON OR ABOUT THE CROSS-ACCESS EASEMENT, EXCEPT AS MAY BE REQUIRED WITH RESPECT TO THE PERIODIC MAINTENANCE, REPAIR OR REPLACEMENT OF THE SURFACE THEREOF WITHIN GRANTOR'S SOLE DISCRETION PROVIDED THAT (I) GRANTOR PROVIDES REASONABLE ADVANCE WRITTEN NOTICE TO GRANTEE AND (II) THE CROSS-ACCESS EASEMENT SHALL NOT BE CLOSED FOR A CONSECUTIVE PERIOD EXCEEDING TEN (10) DAYS IN ANY CALENDAR YEAR. NEITHER GRANTOR, NOR GRANTEE'S LENDER, MANAGERS, MEMBERS, EMPLOYEES, VISITORS, AGENTS, AND LESSEES SHALL PARK VEHICLES WITHIN THE CROSS-ACCESS EASEMENT OR ANYWHERE ON THE GRANTEE PROPERTY.

PRIOR TO CONNECTING THE CROSS-ACCESS EASEMENT TO THE GRANTEE PROPERTY, GRANTOR SHALL PROVIDE GRANTEE WITH EVIDENCE OF AND SHALL MAINTAIN AT ALL TIMES SAID CROSS-ACCESS EASEMENT IS IN EFFECT "ALL RISK" INSURANCE INSURING THE CROSS-ACCESS EASEMENT. SUCH INSURANCE SHALL BE PRIMARY AND NON-CONTRIBUTORY AND NAME GRANTEE, ITS LENDER, MANAGERS, MEMBERS, AGENTS, AND LESSEES AS ADDITIONAL INSUREDS. GRANTEE SHALL BE SOLELY LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES, SUITS, OR JUDGMENTS ARISING OUT OF GRANTEE'S, ITS MANAGERS, MEMBERS, EMPLOYEES, VISITORS, AGENTS AND LESSEES USE OF THE CROSS-ACCESS EASEMENT ON THE GRANTEE PROPERTY.

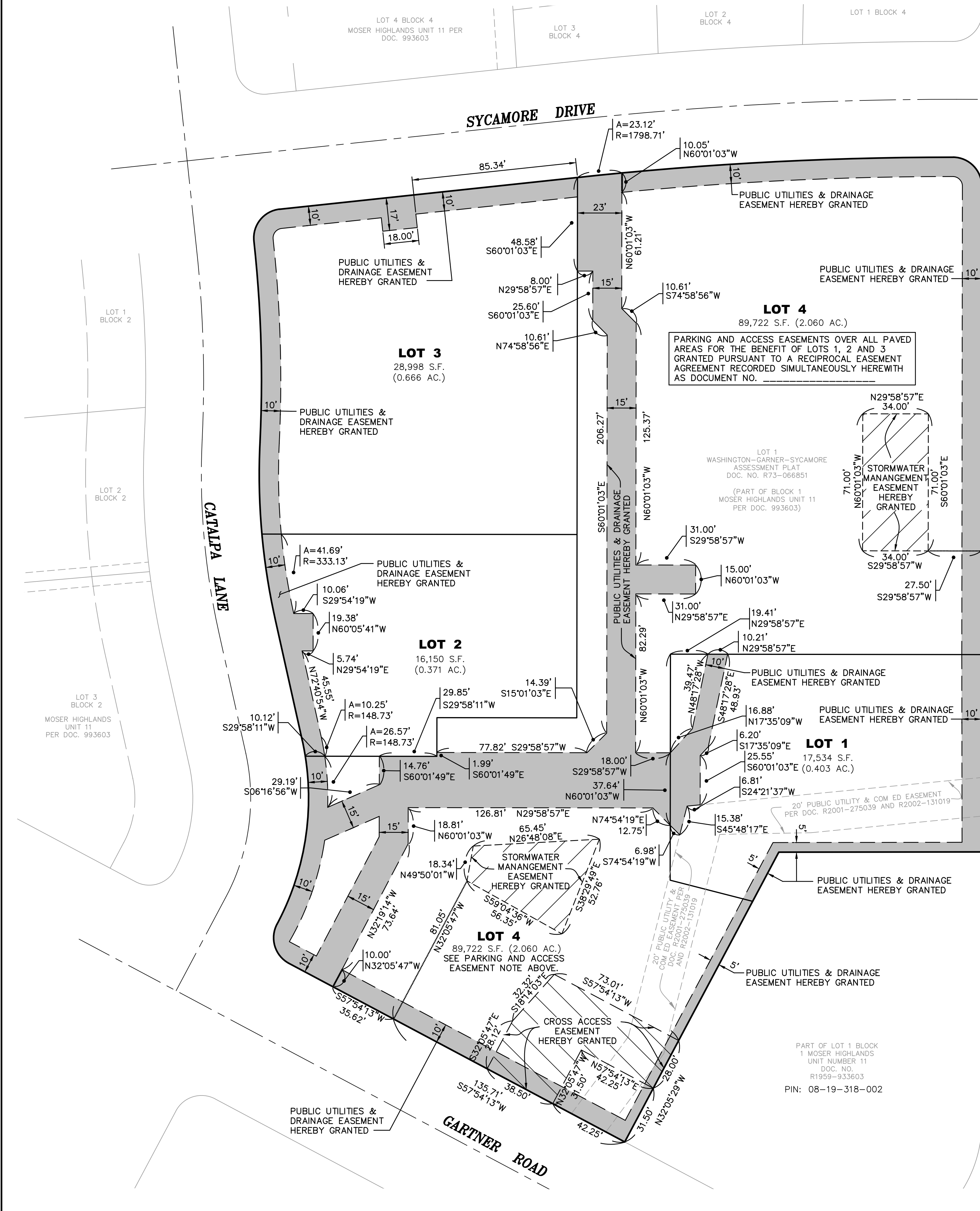
GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR, ITS LENDER, MANAGERS, MEMBERS, AGENTS, AND LESSEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF GRANTEE'S USE OF THE CROSS ACCESS EASEMENT ON THE GRANTEE PROPERTY, OR ANY OF ITS RESPECTIVE EMPLOYEES, AGENTS, LESSEES, LICENSEES, GUESTS, OR INVITEES, EXCEPT AS TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTEE OR ITS EMPLOYEES, AGENTS, LESSEES, LICENSEES, GUESTS OR INVITEES.

THE CROSS-ACCESS EASEMENT SHALL BECOME EFFECTIVE SIMULTANEOUSLY WITH THE RECORDING OF THIS PLAT OF SUBDIVISION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, GRANTEE SHALL NOT BE PERMITTED USE OF SAID CROSS-ACCESS EASEMENT UNTIL:

(A) GRANTEE HAS GRANTED, AND RECORDED WITH THE DUPAGE COUNTY RECORDER, A RECIPROCAL PERPETUAL NON-EXCLUSIVE CROSS-ACCESS EASEMENT TO THE BENEFIT OF GRANTOR AND GRANTEE'S LESSEES, EMPLOYEES, AGENTS, INVITEES, VISITORS AND GUESTS (HEREINAFTER CUMULATIVELY REFERENCED AS "GRANTOR") FOR PEDESTRIAN AND VEHICULAR ACCESS TO WASHINGTON STREET OR GARTNER ROAD OVER AND ACROSS A PORTION OF THE GRANTEE PROPERTY AS DETERMINED BY THE CITY ENGINEER OF THE CITY OF NAPERVILLE. SAID CROSS-ACCESS EASEMENT SHALL CONTAIN THE SAME OR SUBSTANTIALLY SIMILAR PROVISIONS TO THE BENEFIT OF THE GRANTEE AS ARE SET FORTH IN THESE CROSS-ACCESS EASEMENT PROVISIONS BUT WITH SUCH MODIFICATIONS AS MAY BE MUTUALLY AGREED UPON BY THE PARTIES AND THE CITY OF NAPERVILLE, WHICH MODIFICATIONS MAY INCLUDE (BUT NOT BE LIMITED TO) THE RIGHT TO RELOCATE THE CROSS EASEMENTS AND/OR A SIMILAR TYPE OF USE RESTRICTION FOR GRANTEE'S PROPERTY UPON FINAL DETERMINATION OF THE USE FOR THE GRANTEE PROPERTY; AND

(B) GRANTEE HAS PROVIDED GRANTOR WITH EVIDENCE OF "ALL RISK" INSURANCE INSURING THE CROSS-ACCESS EASEMENT. SUCH INSURANCE SHALL BE PRIMARY AND NON-CONTRIBUTORY AND NAME GRANTEE, ITS LENDER, MANAGERS, MEMBERS, AGENTS, AND LESSEES AS ADDITIONAL INSUREDS. GRANTEE SHALL BE SOLELY LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES, SUITS, OR JUDGMENTS ARISING OUT OF GRANTEE'S, ITS MANAGERS, MEMBERS, EMPLOYEES, VISITORS, AGENTS AND LESSEES USE OF THE CROSS-ACCESS EASEMENT ON THE GRANTEE PROPERTY.

- GRANTOR SHALL BE SOLELY RESPONSIBLE FOR THE COSTS ASSOCIATED WITH THE INSTALLATION, REPAIR, REPLACEMENT AND ROUTINE MAINTENANCE OF THE CROSS-ACCESS EASEMENT ON GRANTEE'S PROPERTY, AND GRANTEE SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH INSTALLATION, REPAIR, REPLACEMENT AND ROUTINE MAINTENANCE OF THE CROSS-ACCESS EASEMENT ON GRANTEE'S PROPERTY.
- NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, GRANTEE SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS, INCLUDING BUT NOT LIMITED TO DESIGN, ENGINEERING AND INSTALLATION, OF CONNECTING THE GRANTEE PROPERTY TO THE CROSS-ACCESS EASEMENT ON THE PORTION OF GRANTEE'S PROPERTY FROM GRANTEE'S NORTH PROPERTY LINE THROUGH THE LANDSCAPE MEDIAN CONNECTING TO THE PAVEMENT AREA OF GRANTEE'S PROPERTY. GRANTEE SHALL GRANT TO GRANTEE A TEMPORARY CONSTRUCTION EASEMENT FOR A PERIOD OF THIRTY (30) DAYS FOR SAID PURPOSE.
- AT ALL TIMES THAT THERE IS A COFFEE HOUSE LOCATED ON AND OPERATING AT THE GRANTEE PROPERTY, GRANTEE'S CROSS ACCESS RIGHTS HEREUNDER SHALL BE SUSPENDED IF GRANTEE'S PROPERTY IS ALSO UTILIZED AS A COFFEE HOUSE, SUCH AS A STARBUCKS, PANERA, OR DUNKIN DONUTS BUT SPECIFICALLY EXCLUDING ANY NON-COFFEE HOUSE USE THAT INVOLVES THE SALE OF INCIDENTAL AMOUNTS OF COFFEE.
- GRANTOR AND GRANTEE SHALL EACH HAVE THE RIGHT TO SUSPEND THE OTHERS USE OF THE CROSS-ACCESS EASEMENT IF, AFTER NOT LESS THAN FORTY-FIVE (45) DAYS NOTICE AND OPPORTUNITY TO CURE, THE VIOLATING PARTY FAILS TO SATISFY ANY OF THE OBLIGATIONS SET FORTH HEREIN. IN THE EVENT THAT THE VIOLATING PARTY CURES ANY SUCH VIOLATION, USE OF THE CROSS-ACCESS EASEMENT SHALL BE IMMEDIATELY RESTORED.



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ROAKE AND ASSOCIATES, INC.
Part of Civil & Environmental Consultants, Inc.
1230 E. Diehl Road, Suite 200, Naperville, IL 60563
Tel. (877) 963-6026 Fax. (630) 963-6027



PREPARED FOR:
TARTAN REALTY GROUP, INC.
350 WEST HUBBARD STREET, #640
CHICAGO, ILLINOIS 60654
TEL. (312) 377-8375
FAX. (312) 377-8351

REVISIONS			REVISIONS		
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	06/05/19	REV. PER CITY RVW DATED 05/16/19			
2	07/09/19	REV. PER CITY RVW DATED 06/26/19			
3	07/30/19	REV. PER CITY RVW DATED 07/25/19			
4	08/09/19	REV. PER CITY RVW DATED 08/08/19			

TARTAN HIGHLANDS SUBDIVISION
PRELIMINARY/FINAL PLAT OF SUBDIVISION - EASEMENT DETAIL & PROVISIONS
DRN./CKD. BY: SRH/JGC FILE: 8534PS FLD. BK./PG.: 273/38-39
SCALE: 1"=30' DATE: 04/22/19 JOB NO.: 190-206
2 OF 3 SHEET NO.

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
THIS IS TO CERTIFY THAT
1A. SOS 1001 WASHINGTON, LLC
1B. DJR ACQUISITIONS 1001 WASHINGTON, LLC
1C. CCK 1001 WASHINGTON, LLC
1D. NAPERVILLE WASHINGTON, LLC
ARE THE OWNERS OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNERS, HAVE CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON...

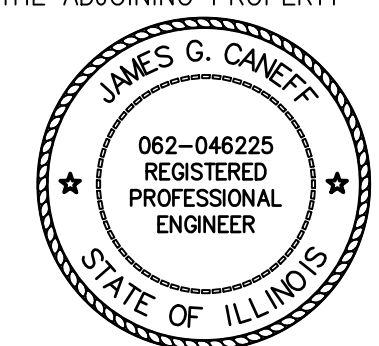
STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE _____ DAY OF _____, 20_____, AT _____ O'CLOCK _____ M.

RECORDER OF DEEDS

SURFACE WATER STATEMENT

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE...



DATED THIS _____ DAY OF _____, 20_____.
ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 46225
LICENSE VALID THROUGH NOVEMBER 30, 2019

OWNERS: 1A SOS 1001 WASHINGTON, LLC
1B DJR ACQUISITIONS 1001 WASHINGTON, LLC
1C CCK 1001 WASHINGTON, LLC
1D NAPERVILLE WASHINGTON, LLC

BY: _____ ATTEST: _____
1A SIGNATURE
TITLE: _____ ITS: _____
1A PRINT NAME
BY: _____ ATTEST: _____
1B SIGNATURE
TITLE: _____ ITS: _____
1B PRINT NAME
BY: _____ ATTEST: _____
1C SIGNATURE
TITLE: _____ ITS: _____
1C PRINT NAME
BY: _____ ATTEST: _____
1D SIGNATURE
TITLE: _____ ITS: _____
1D PRINT NAME

LAND SURVEYOR AUTHORIZATION TO RECORD PLAT

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
THIS IS TO STATE THAT DOUGLAS R. McCLINTIC, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, BEING THE SAME LAND SURVEYOR WHO PREPARED AND CERTIFIED THE PLAT OF SUBDIVISION HEREON DRAWN, TITLED "TARTAN HIGHLANDS SUBDIVISION", DO HEREBY AUTHORIZE THE CITY OF NAPERVILLE CITY CLERK OR AN EMPLOYEE OF THE CITY CLERK'S OFFICE TO PRESENT SAID PLAT OF SUBDIVISION TO THE DUPAGE COUNTY RECORDER OF DEEDS TO BE RECORDED.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20_____.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002992
LICENSE VALID THROUGH NOVEMBER 30, 2020

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
I, DOUGLAS R. McCLINTIC, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

LOT 1 IN THE WASHINGTON-GARTNER-SYCAMORE ASSESSMENT PLAT OF PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1973 AS DOCUMENT R73-66851, IN DUPAGE COUNTY, ILLINOIS.

I, FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF NAPERVILLE, WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6, AS HERETOFORE AND HEREAFTER AMENDED AND THAT SAID SUBDIVISION IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NUMBER 17043C0804H, DATED DECEMBER 16, 2004.

THIS PLAT HAS BEEN PREPARED BY ROAKE AND ASSOCIATES, INC., A SUBSIDIARY OF CIVIL & ENVIRONMENTAL CONSULTANTS, INC. ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM NO. 184.004002, LICENSE EXPIRES APRIL 30, 2021, UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20_____.

ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 035-002992
LICENSE VALID THROUGH NOVEMBER 30, 2020



I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS, THIS _____ DAY OF _____, A.D., 20_____.

COUNTY CLERK

CITY TREASURER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
I, TREASURER FOR THE CITY OF NAPERVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.

DATED AT NAPERVILLE, ILLINOIS, THIS _____ DAY OF _____, 20_____.

CITY TREASURER/DIRECTOR, FINANCE DEPARTMENT

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS, AT A MEETING HELD THE _____ DAY OF _____, 20_____.

BY: _____ ATTEST: _____
MAYOR CITY CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
APPROVED BY THE CITY OF NAPERVILLE PLAN COMMISSION AT A MEETING HELD THE _____ DAY OF _____, A.D., 20_____.

BY: _____ ATTEST: _____
CHAIRMAN SECRETARY

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:

1. THAT _____ ARE THE OWNERS OF THE PROPERTY LEGALLY DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO THE CITY OF NAPERVILLE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE; AND

2. TO THE BEST OF THE OWNERS' KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:

NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT 203
203 WEST HILLSIDE ROAD
NAPERVILLE, ILLINOIS 60540

OWNERS: 1A SOS 1001 WASHINGTON, LLC
1B DJR ACQUISITIONS 1001 WASHINGTON, LLC
1C CCK 1001 WASHINGTON, LLC
1D NAPERVILLE WASHINGTON, LLC

BY: _____ ATTEST: _____
1A SIGNATURE
TITLE: _____ ITS: _____
1A PRINT NAME
BY: _____ ATTEST: _____
1B SIGNATURE
TITLE: _____ ITS: _____
1B PRINT NAME
BY: _____ ATTEST: _____
1C SIGNATURE
TITLE: _____ ITS: _____
1C PRINT NAME
BY: _____ ATTEST: _____
1D SIGNATURE
TITLE: _____ ITS: _____
1D PRINT NAME
SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC

(1C) NOTARY'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
I, _____ A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF CCK 1001 WASHINGTON, LLC, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH _____, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

(1D) NOTARY'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
I, _____ A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF NAPERVILLE WASHINGTON, LLC, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH _____, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

MORTGAGEE NOTARY'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS
THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT (NAME) _____ (TITLE) _____ OF _____ AND (NAME) _____ (TITLE) _____ OF _____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH (TITLE) _____ AND (TITLE) _____ RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID _____, AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 20_____.

NOTARY PUBLIC

(1A) NOTARY'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
I, _____ A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF SOS 1001 WASHINGTON, LLC, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH _____, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

(1B) NOTARY'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
I, _____ A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF DJR ACQUISITIONS 1001 WASHINGTON, LLC, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH _____, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

MORTGAGEE'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS
MARINE BANK, AS MORTGAGEE, UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED _____, A.D., 20_____ AND RECORDED IN THE RECORDER'S OF DEEDS OFFICE OF _____ COUNTY, ILLINOIS ON THE _____ DAY OF _____, A.D., 20_____ AS DOCUMENT NO. _____ HEREBY CONSENTS TO AND APPROVES THE SUBDIVISION OF THE LAND AND THE GRANTING OF THE EASEMENT(S) DEPICTED HEREON. DATED THIS _____ DAY OF _____, A.D., 20_____.

PRINT MORTGAGEE NAME: _____

BY: _____ ATTEST: _____

ITS: _____ ITS: _____

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ROAKE AND ASSOCIATES, INC. Part of Civil & Environmental Consultants, Inc. 1230 E. Diehl Road, Suite 200, Naperville, IL 60563 Tel. (877) 963-6026 Fax. (630) 963-6027



PREPARED FOR: TARTAN REALTY GROUP, INC. 350 WEST HUBBARD STREET, #640 CHICAGO, ILLINOIS 60654 TEL. (312) 377-8375 FAX. (312) 377-8351

Table with 4 columns: NO., DATE, DESCRIPTION, REVISIONS. Contains revision history for the plat.

TARTAN HIGHLANDS SUBDIVISION PRELIMINARY/FINAL PLAT OF SUBDIVISION - OWNERS & CERTIFICATES DRN./CKD. BY: SRH/JGC/DRM FILE: 8534PS FLD. BK./PG.: 273/38-39 SHEET NO. 3 OF 3 SCALE: 1"=30' DATE: 04/22/19 JOB NO.: 190-206