

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to
Execute a Certain Agreement Between the City of St. Charles and Rukel
Management, LLC. (AJR Filtration, Inc.)**

**Presented & Passed by the
City Council on _____**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Agreement, in substantially the form attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 21st day of September, 2015.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 21st day of September, 2015.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 21st day of September, 2015.

Raymond P. Rogina

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Exhibit A

Property Tax Rebate Agreement Between the City of St. Charles and Rukel Management, LLC.

(AJR Filtration, Inc.)

PROPERTY TAX REBATE AGREEMENT

THIS PROPERTY TAX REBATE AGREEMENT (the “**Agreement**”) is entered into on this ____ day of _____, 2015, by and between the **City of St. Charles**, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as the “**City**”) and RUKEL MANAGEMENT, LLC., an Illinois limited liability company and its subsidiary company **AJR FILTRATION, INC.**, an Illinois corporation (hereinafter referred to collectively as the “**Company**”). The Company and the City are hereinafter individually sometimes referred to as a “**Party**” and collectively as the “**Parties**”.

W I T N E S S E T H:

WHEREAS, the City has a population of more than 25,000 persons, and is a home rule unit of government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City, pursuant to Section 10 of Article VII of the Constitution of the State of Illinois, is authorized to contract or otherwise associate with individuals in any manner not prohibited by law or by ordinance; and

WHEREAS, the City, pursuant to 65 ILCS 5/8-1-2.5 is authorized to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Company intends to acquire the northern 13.35 acres of real property generally located south of Legacy Blvd, east of S. Kirk Road, and west of the East Side Sport Complex in the City of St. Charles, such property is legally described on Exhibit “A” attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, the Company intends to construct a manufacturing facility on the property consisting of a 180,000 square foot modern manufacturing facility and includes an internal approximate 15,000 square feet of corporate office space in which to operate its business and which will retain 250 jobs and create an additional new 150 jobs in the City (the “**Project**”); and

WHEREAS, the City Council of the City have determined that it is in the best interest of the City to provide an incentive to the Company to locate on the Property and the Company’s improvement of the Property will increase the tax base of the City, will provide significant employment to its citizens, and will generally be beneficial to the economic development of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate, the City and the Company agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

Section 2. Conditions Precedent. All undertakings on the part of the City pursuant to this Agreement are subject to satisfaction of the following preconditions:

(a) The Company, or an entity controlled by the Company or its principal, shall have entered into a binding purchase agreement to purchase the Property.

(b) That upon closing on the Property, the Company will provide the City with evidence of Title to said Property

Section 3. Granting Rebate.

Subject to the terms and conditions set forth in this Property Tax Rebate Agreement, City agrees to rebate the City’s share of real estate taxes for the Property.

Section 4. Ability to Terminate Right of Rebate by City. The rights to rebate the City's real estate taxes will automatically terminate as to the Property if:

- (a) building permit for new construction is not acquired and construction commenced prior to April 1, 2016; and
- (b) the improvements are not completed prior to April 1, 2017; and
- (c) the relocation of the Company's operations occurring on the Property to a site located outside the corporate limits of the City.

Section 5. Commencement of Rebates. The rebates outlined herein will become effective after the said construction has been completed, defined with the issuance of an occupancy permit from the City of St Charles, completed Kane County Division of Transportation construction permit, and the improved property has been assessed. The rebates shall begin for the property taxes assessed in the calendar year 2017 and payable in 2018.

Section 6. Property Tax Rebates.

(a) In no event shall any rebate of taxes on any parcel exceed the amount attributable to the construction of the improvements of the renovation or rehabilitation of existing improvements on such parcel, nor shall they exceed any amount authorized by statute.

(b) Regulatory and Legal Compliance. The Company and all owners of real estate receiving such property tax rebate shall comply with all federal, state and local environmental laws and regulations. Failure to comply shall be as determined by the City and shall not require formal action or findings by any governmental agency or court.

(c) Local Sourcing Statement. The City encourages companies receiving tax abatement, as provided herein, to utilize local labor and to purchase building materials locally.

(d) The term of this Agreement shall be seven (7) years. Year one (1) of the Agreement shall commence as set forth in Section 5 of this Agreement.

(e) Percent of Real Estate Taxes Rebated for Real Property. The duration for tax rebate for real property upon which a company is operating pursuant to the requirements of this Agreement shall be for a maximum of three (3) years. The tax rebate shall be according to the following schedule and said tax rebate shall apply only to the City of St Charles portion of the property tax bill (excluding pension amounts):

- i. Year one (1) - for taxes levied in calendar year 2017 and payable in 2018 rebate: 90%
- ii. Year two (2) - for taxes levied in calendar year 2018 and payable in 2019 rebate: 80%
- iii. Year three (3) - for taxes levied in calendar year 2019 and payable in 2020 rebate: 70%

(f) The City shall rebate the agreed upon percentage of real property taxes for each year identified in Section 6(e) upon written request and verification that the Company has paid their full annual calendar year tax bill for the Property. The Company shall submit this request to the City attention to the Director of Finance and include the following information: calendar year of real property taxes requested for rebate and proof of payment of the real property taxes to the Kane County Assessor's Office in the form of a Kane County property tax bill that clearly identifies that both property tax installment have been paid. Once the City receives this request, the City will have 30 days to verify that the taxes have been paid and issue the real property tax rebate as identified in Section 6 (e) of this Agreement.

Section 7. Repayment of Real Estate Tax Rebates. In the event that the Company relocates or otherwise transfers its operations occurring on the Property to a site located outside the corporate limits of the City, in addition to the termination of rebates as described in Section 4(c) above, the Company shall repay the City such amounts as set forth in the following amounts:

(a) If said event occurs in years one (1) through four (4), Company shall refund 100% of the amount of the tax rebate payments that it received;

(b) If the event occurs in the year five (5), the Company shall repay the City 75% of the tax rebate payments received by Company;

(c) If the event occurs in year six (6), the Company shall repay the City 50% of the tax rebate payments received by Company;

(d) If the event occurs in year seven(7), the Company shall repay the City 25% of the tax rebate payments received by Company.

Section 8. Indemnification.

(a) The Company agrees to pay, at its expense, any and all claims, damages, demands, expenses, liabilities and losses of any nature whatsoever resulting from the Agreement, the construction, improvement and development activities of the company, its agents, contractors and subcontractors with respect to the development or improvement of its property, and to defend and indemnify and save, the City and its respective officers, elected and appointed, agents, employees, engineers and attorneys (the "Indemnitees") harmless of, from and against such claims, damages, demands, expenses, liabilities and losses, except to the extent such claims, damages, demands, expenses, liabilities and losses arise by reason of the gross negligence or willful or wanton act or omission of the City.

(b) The Company agrees to defend and hold harmless the City from any claims arising out of the terms of the Agreement, including any challenges or claims with regard to the rebate of tax revenues by the City. The obligation to indemnify created hereunder shall extend to indemnifying the City from any claims for monetary relief seeking a refund of any monies rebated under the terms of the Agreement. The obligation to indemnify also extends to any claims, causes

of action suits, demands or proceedings, whether in law or in equity, to have any of the terms of the Agreement authorizing the rebate of tax revenues declared unconstitutional, invalid or otherwise void. Further, the obligation to indemnify extends to paying any damages assessed against the City as a result of any actions taken under the Agreement. If the Company fails or refuses to employ legal counsel as contemplated hereunder, the City shall, after providing the company with reasonable written notice, be permitted to retain legal counsel and all costs incurred by the City in so doing shall be paid by the company receiving a rebate.

Section 9. Assignment. The property tax rebate shall be specifically granted to the Company identified herein and may not be assigned to or transferred without the written consent of the City. In the event that the company desires to transfer or assign any or all of its ownership of the subject property, the transferee shall submit a written request to the City requesting transfer of the rebate to the new owner for the time remaining on the rebate. The City shall review the taxpayer's request to transfer said rebate and determine the taxpayer's eligibility for such transfer, subject to the terms and conditions of this Agreement and the applicable Agreement.

Section 10. Law Governing/Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the Illinois state courts and venue shall be exclusively in the Sixteenth Judicial Circuit, Kane County, Illinois.

Section 11. Time. Time is of the essence under this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

Section 12. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

Section 13. Notices. All notices and requests required pursuant to this Agreement shall be sent by personal delivery, overnight courier or certified mail, return receipt requested, as follows:

To the Company:

Attn: _____

with copies to:

Attn: _____
Phone: _____
Email: _____

To the City:

City of St. Charles
2 East Main Street
St. Charles, Illinois 60174
Attn: City Administrator

with copies to:

Hoscheit, McGuirk, McCracken & Cuscaden, P.C.
1001 East Main Street, Suite G
St. Charles, IL 60174
Attn: John M. McGuirk
Phone: 630/513-8700
Email: jmc@hmcpc.com

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, overnight courier or by certified or registered mail, return receipt requested, with proof of delivery thereof. Notices shall be deemed delivered to the address set forth above (i) when

delivered in person on a business day, (ii) on the same business day received if delivered by overnight courier or (iii) on the third (3rd) business day after being deposited in any main or branch United States Post Office when sent by registered mail, return receipt requested.

Section 14. Third Party Beneficiaries. The City and the Company agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third party beneficiary. Except as otherwise provided herein, no third party shall have any rights or claims against the City arising from this Agreement.

Section 15. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City, the Company and the Company's permitted assigns.

Section 16. City Approval or Direction. Where City approval or direction is required by this Agreement, such approval or direction means the approval or direction of the City Council of the City unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met.

Section 17. Section Headings and Subheadings. All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

Section 18. Authority to Execute. The Company hereby represents and warrants that it has the requisite authority to enter into this Agreement and the individual signing this Agreement on behalf of the Company is a duly authorized agent of the Company and is authorized to sign this Agreement. The Mayor and City Clerk of the City hereby warrant that they have been lawfully authorized by the City Council of the City to execute this Agreement, all requisite action by the City having been taken.

Section 19. Integration/Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Company and the City relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth.

No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by both parties hereto. However, whenever under the provisions of this Agreement any notice or consent of the City or the Company is required, or the City or the Company is required to agree or to take some action at the request of the other, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the Mayor or his designee and for the Company by any officer or employee as the Company so authorizes.

Section 20. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

Section 21. This Agreement may be executed in two (2) or more counterparts each of which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.

CITY OF ST. CHARLES, an Illinois
Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

RUKEL MANAGEMENT, LLC.,
an Illinois Limited Liability Company

By: _____
Its: _____

ATTEST:

Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond Rogina, Mayor of the City of St. Charles, and Nancy Garrison, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said City, for the uses and purposes therein set forth; and said City Clerk then and there acknowledged that she, as custodian of the corporate seal of the City of St. Charles, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____,
2015.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of AJR Filtration, Inc. and _____, _____ of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth; and said _____ then and there acknowledged that he, as custodian of the seal of said company, did affix the seal of said company to said instrument, as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2015.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

THE PROPOSED LOT 1 IN THE KIRK ROAD ST. CHARLES SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40, NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS.

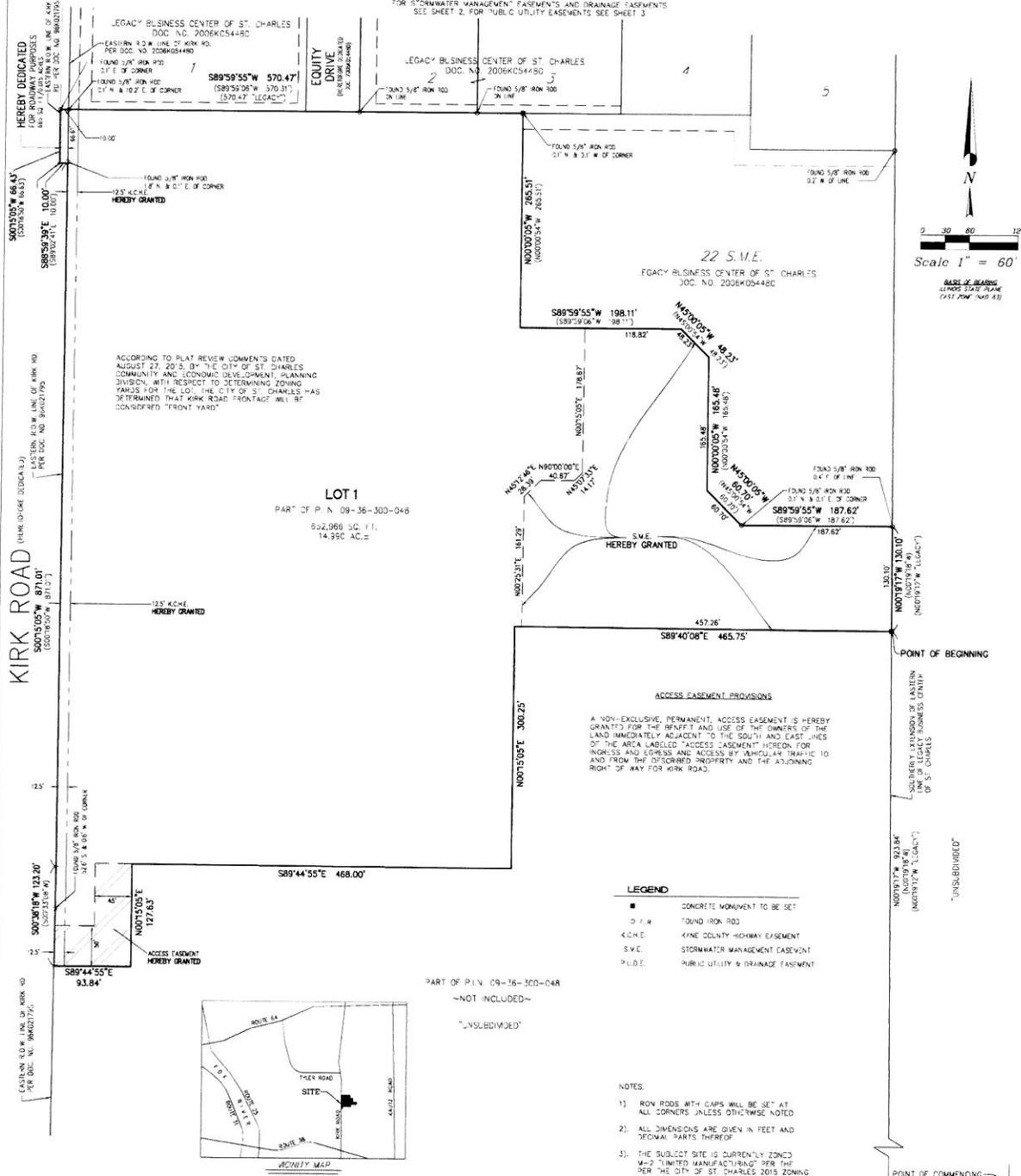
AS DEPICTED IN THE ATTACHED FINAL PLAT OF SUBDIVISION

KIRK ROAD ST. CHARLES SUBDIVISION

PLAN NUMBER
PART OF 09-36-300-048

PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS.

NOTE:
FOR STORMWATER MANAGEMENT EASEMENTS AND DRAINAGE EASEMENTS
SEE SHEET 2, FOR PUBLIC UTILITY EASEMENTS SEE SHEET 3



ACCORDING TO PLAT REVIEW COMMENTS DATED AUGUST 27, 2015, BY THE CITY OF ST. CHARLES COMMUNITY AND ECONOMIC DEVELOPMENT, PLANNING DIVISION, WITH RESPECT TO DETERMINING ZONING RANGES FOR THE LOT, THE CITY OF ST. CHARLES HAS DETERMINED THAT KIRK ROAD FRONTAGE WILL BE CONSIDERED "FRONT YARD"

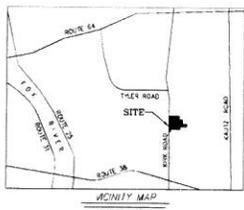
LOT 1
PART OF P. N. 09-36-300-048
692,966 SQ. FT.,
14.950 AC. ±

ACCESS EASEMENT PROVISIONS
A NON-EXCLUSIVE, PERMANENT, ACCESS EASEMENT IS HEREBY GRANTED FOR THE BENEFIT AND USE OF THE OWNERS OF THE LAND IMMEDIATELY ADJACENT TO THE SOUTH AND EAST SIDES OF THE AREA LABELED "ACCESS EASEMENT" HEREON, FOR ACCESS AND EGRESS AND ACCESS BY VEHICULAR TRAFFIC TO AND FROM THE DESCRIBED PROPERTY AND THE ADJOINING RIGHT OF WAY FOR KIRK ROAD.

- LEGEND**
- CONCRETE MONUMENT TO BE SET
 - F.W. FOUND IRON ROD
 - ◊ C.C.H.E. KANE COUNTY HIGHWAY EASEMENT
 - S.W.E. STORMWATER MANAGEMENT EASEMENT
 - P.U.D.E. PUBLIC UTILITY & DRAINAGE EASEMENT

- NOTES**
- 1) ROD RODS WITH CAPS WILL BE SET AT ALL CORNERS UNLESS OTHERWISE NOTED
 - 2) ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF
 - 3) THE SUBJECT SITE IS CURRENTLY ZONED M-2 "LIMITED MANUFACTURING" PER THE PER THE CITY OF ST. CHARLES 2015 ZONING MAP PUBLISHED MARCH 1, 2015.

AREA	TOTAL
LOT 1	692,966 SQ. FT. / 14.950 AC.
R.O.W. TO BE DEDICATED	865 SQ. FT. / 0.019 AC.
TOTAL	651,631 SQ. FT. / 15.005 AC.



KANE COUNTY HIGHWAY EASEMENT PROVISIONS
A PERMANENT EXCLUSIVE EASEMENT IS HEREBY GRANTED TO AND RESERVED FOR THE COUNTY OF KANE, ITS SUCCESSORS AND ASSIGNS, IN LIVERY, ADDRESS, OVER UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "STORMWATER MANAGEMENT EASEMENT" (S.M.E.) ON THE PLAT OF SUBDIVISION HEREOF, INCLUDING THE USE THEREOF FOR PUBLIC SIDEWALKS AND/OR BICYCLE PATHS AND PUBLIC UTILITY PURPOSES INCLUDING BUT NOT LIMITED TO, THE TRANSMISSION OF WATER, SEWERAGE, ELECTRICITY, GAS, OIL, OR THE TRANSMISSION OF ANY ELECTRIC OR OTHER SIGNAL FOR TELEVISION, TELEPHONE, RADIO, OR ADDRESS OVER, UNDER AND THROUGH THE PORTION OF THE PROPERTY SHOWN BY DASHED LINES AND MARKED OR OTHERWISE LABELED AS "KANE COUNTY HIGHWAY EASEMENT" (C.C.H.E.) ON THE PLAT OF SUBDIVISION HEREOF DRAWN.

STORMWATER MANAGEMENT EASEMENT (S.M.E.) PROVISIONS
A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO THEIR SUCCESSORS AND ASSIGNS, IN LIVERY, ADDRESS, OVER UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "STORMWATER MANAGEMENT EASEMENT" (S.M.E.) ON THE PLAT OF SUBDIVISION HEREOF, INCLUDING THE USE THEREOF FOR INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPAIRING, RENEWING, ALTERING, ENLARGING, REMOVING, CLEANING, AND MAINTAINING STORM SEWERS, DRAINAGEWAYS, STORM WATER DETENTION AND RETENTION AND ANY AND ALL MANHOLES, PIPES, CONNECTIONS, CATCH BASINS, AND OTHER EQUIPMENT TO MAINTAIN ANY OR ALL OF THE ABOVE WORK. NO BUILDING SHALL BE PLACED ON THE SAID EASEMENT PREMISES WITHOUT PRIOR WRITTEN CONSENT FROM THE CITY OF ST. CHARLES. THE RESPONSIBILITY OF MAINTAINING THE STORMWATER MANAGEMENT EASEMENT SHALL BE BORING ON THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE LANDOWNERS. NO PERSON SHALL DESTROY OR MODIFY SIDES OR OTHERWISE AFFECT THE STORMWATER MANAGEMENT EASEMENT WITHOUT HAVING FIRST RECEIVED WRITTEN APPROVAL FROM THE CITY OF ST. CHARLES. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO RESTORE ANY STORMWATER MANAGEMENT EASEMENT AREA DISTURBED BY MAN-MADE ACTIVITIES.

Survey No.	D524j
Ordered By	VENTURE ONE REAL ESTATE
Description	PLAT OF SUBDIVISION
Date Prepared	JULY 17, 2015
Scale	1" = 60'

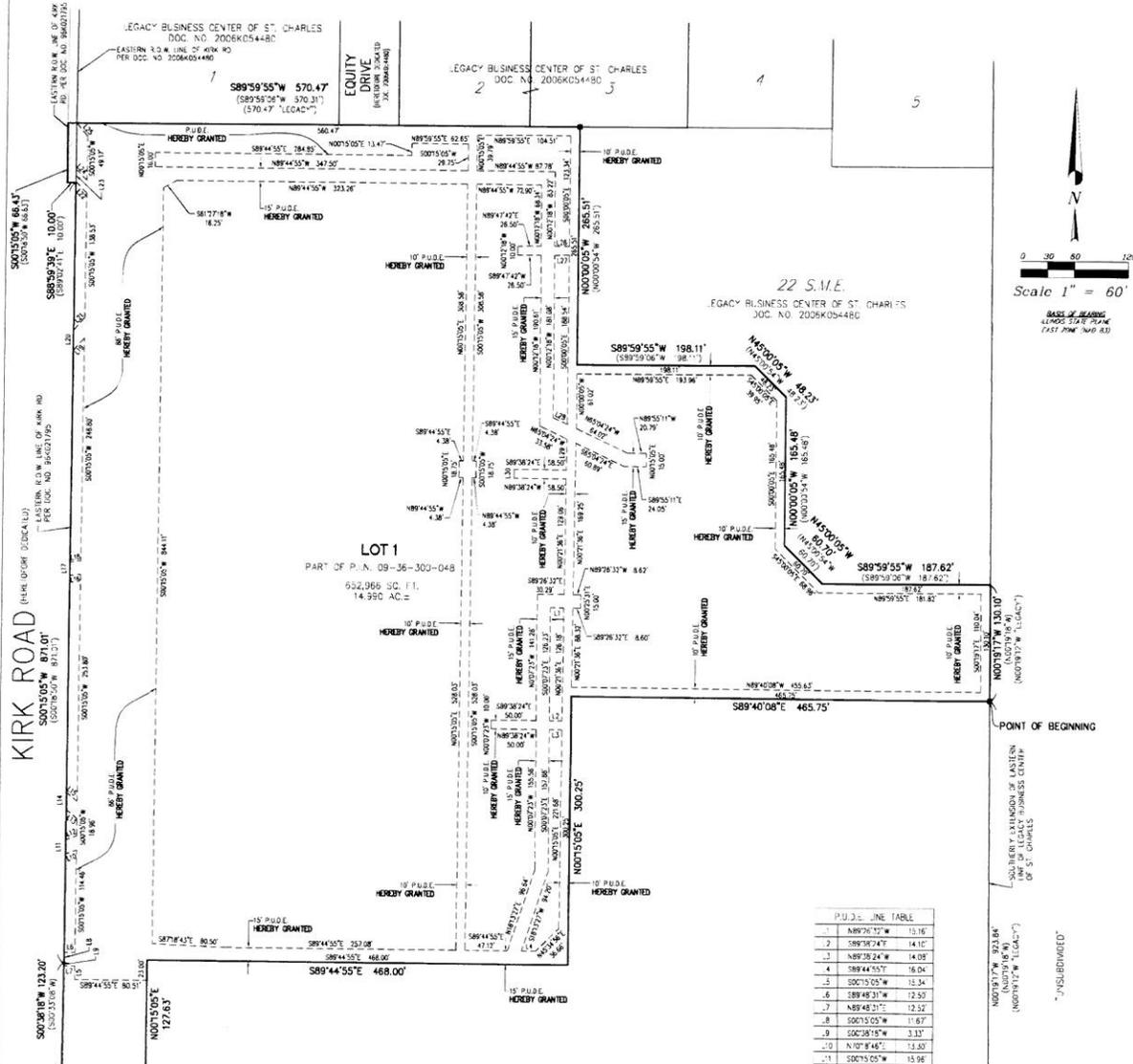
JACOB & HEFNER
SURVEYORS
100 N. HARRISON ST., SUITE 100, CHICAGO, IL 60610
TEL: 312.467.1000 FAX: 312.467.1001
WWW.JACOBHEFNER.COM

REV. 09-16-15 PER CITY COMMENTS
REV. 08-27-15 ADDED ACCESS EASEMENT

KIRK ROAD ST. CHARLES SUBDIVISION

PLAT NUMBER
PART OF 09-36-300-048

PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS.



P.U.C.E. LINE TABLE	
1	889°26'12" 13.16'
2	889°26'24" 14.10'
3	889°26'24" 14.08'
4	889°44'55" 16.04'
5	889°44'55" 16.34'
6	889°44'31" 12.52'
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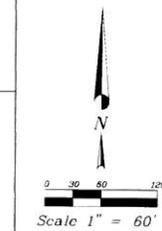
PART OF P.L.N. 09-36-300-048
-NOT INCLUDED-
"VSUBDMD"ED"

PUBLIC UTILITY AND DRAINAGE 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 AMERICAN AND NUCOR AND TO THEIR SUCCESSORS AND ASSIGNS (HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"), IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY AND DRAINAGE EASEMENT" ON THE PLAT OF EASEMENT HEREON, DRAINAGE FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENOVATING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING ABOVE GROUND AND UNDERGROUND ELECTRICAL SYSTEMS, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE, OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGEWAYS, STORM WATER COLLECTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFF AND BEERS 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 PLATED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. THE PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES AND THE RESPECTIVE SUCCESSORS AND ASSIGNS FOR MAINTAINING THE UNINTERRUPTED AND UNIMPEDED CONVEYANCE, FLOW AND RUNOFF OF SURFACE STORM WATER ACROSS AND UPON THE AREAS DESIGNATED ON THIS PLAT AS DRAINAGE EASEMENT. THE RIGHT IS HEREBY GRANTED TO SAID GRANTEE TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS WITHIN THE CHANGING WATERS AND SHADOWS OF OR ACCESS TO SAID UTILITY INSTALLATIONS, WITHOUT LIMITATION, IN, ON, UPON, OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS.

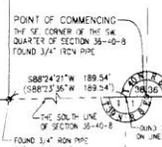
NO PERMANENT BUILDINGS, TREES, GARDENS, SHRUBS, OR FURNISHING SHALL BE PLACED ON OR IN SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR PAVING, FENCES, SIDEWALKS, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE ABOVE SAID USES AND RIGHTS, WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS. OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRANTYFLOW 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.

FOLLOWING ANY WORK TO BE PERFORMED BY THE GRANTEE IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTEE HEREIN, THE GRANTEE SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEE SHALL BE OBLIGATED TO LEAVE THE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION, SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.



BASE OF BEARING
ALONG STATE PLAT
FIRST NAD 83

POINT OF BEGINNING
SOUTHERLY EXTENSION OF EASTERN
LINE OF LEGACY BUSINESS CENTER
OF ST. CHARLES

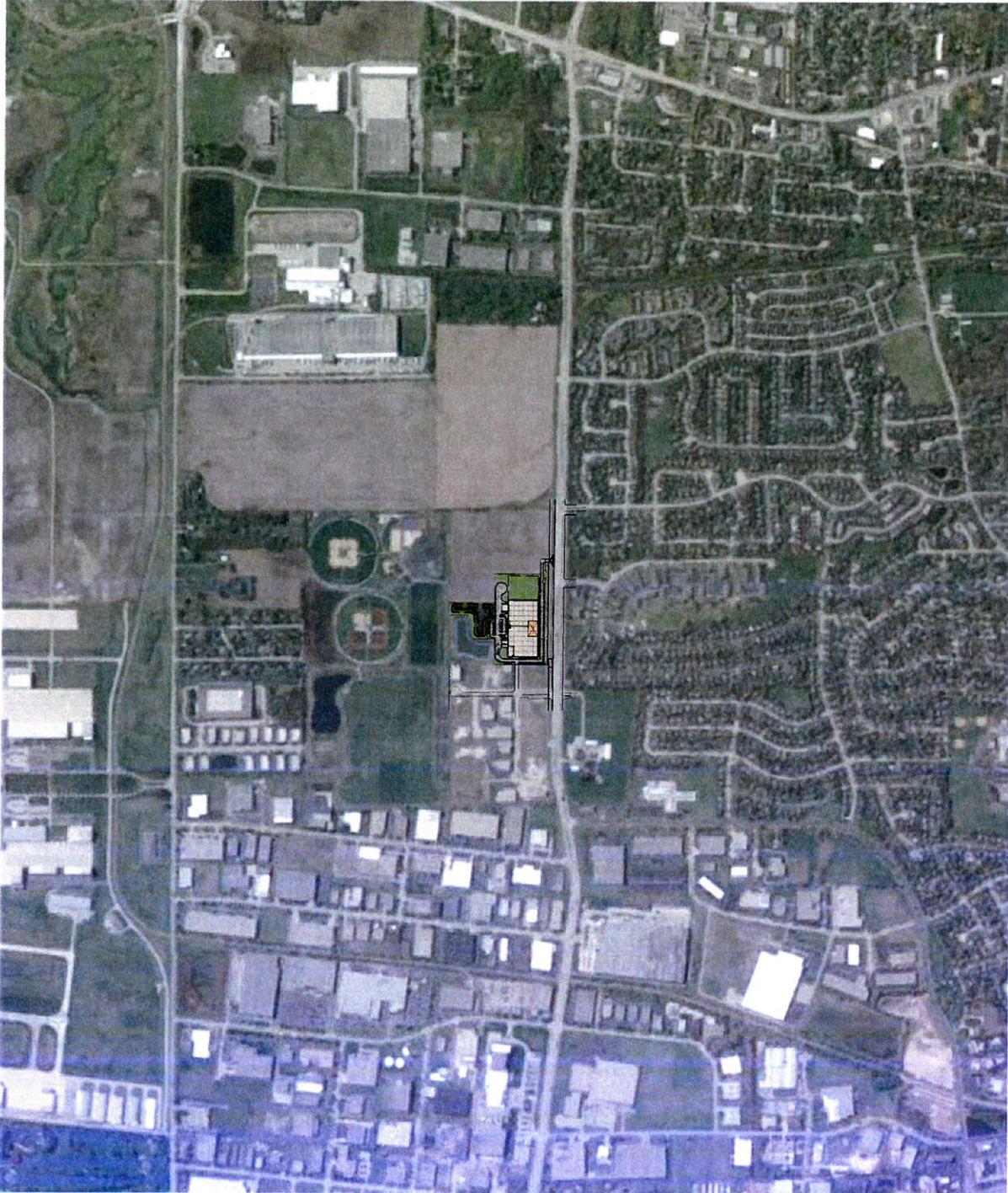


Survey No.	D524j
Ordered By:	VENTURE ONE REAL ESTATE
Description:	PLAT OF SUBDIVISION
Date Prepared:	JULY 17, 2015
Scale:	1" = 60'

JACOB & HEFNER
SURVEYORS
1100 S. WASHINGTON ST., SUITE 100
ST. CHARLES, ILLINOIS 62206
TEL: 618-321-1100
WWW.JACOBANDHEFNER.COM

EXHIBIT "B"

Proposed Project Plans



PROJECT DATA:

GROSS SITE AREA:

SITE: 553,085 SF (12.70 AC)
 DTNIN 'A': 104,775 SF (2.41 AC)
 TOTAL: 657,860 SF (15.10 AC)

NET SITE AREA: 581,320 SF (13.35 AC)
 (LESS ON-SITE DETENTION)

TOTAL BUILDING AREA: 180,121 SF

NET COVERAGE: 0.310

DOCK DOORS: 10 POSITIONS
 DRIVE-IN DOORS: 3 POSITIONS
 AUTO PARKING: 272 STALLS



WARE MALCOMB

SHEET #1

0413.0188.04
04/22/2012

VENTURE ONE
 REAL ESTATE, LLC



conceptual Site Plan
 AJR Filtration
 St. Charles, Illinois

scheme: 17



PROJECT DATA:

GROSS SITE AREA:

SITE: 553,085 SF (12.70 AC)
 DTNTN 'A': 104,775 SF (2.41 AC)
 TOTAL: 657,860 SF (15.10 AC)

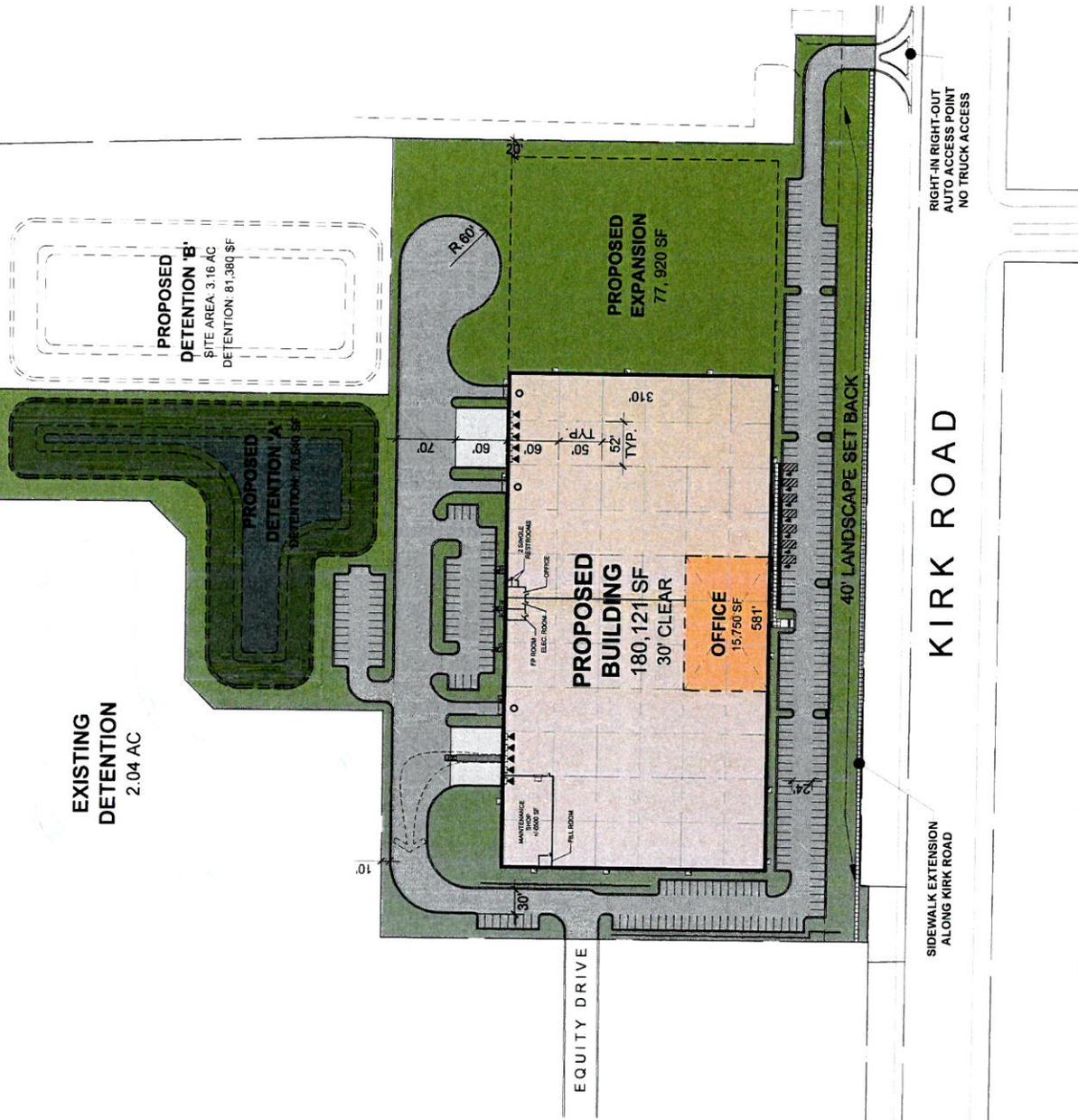
NET SITE AREA: 581,320 SF (13.35 AC)
 (LESS ON-SITE DETENTION)

TOTAL BUILDING AREA: 180,121 SF

NET COVERAGE: 0.310

DOCK DOORS: 10 POSITIONS
DRIVE-IN DOORS: 3 POSITIONS
AUTO PARKING: 272 STALLS





PROJECT DATA:

SITE AREA:
 GROSS: 14.99 AC (652,966 SF)
 NET: 13.23 AC (576,426 SF)
 (LESS SLOPES, DETENTION 'A')

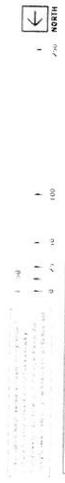
BUILDING AREA: 180,121 SF

F.A.R.: .31 (NET)

DOCK DOORS: 10 POSITIONS
DRIVE-IN DOORS: 3 POSITIONS
AUTO PARKING: 272 STALLS

SITE LEGEND:

- ◀ DOCK HIGH TRUCK DOOR W/ LEVELER
- GRADE LEVEL TRUCK DOOR





Meridian
 DESIGN BUILD
 www.meridiandb.com 847-374-9200

3D VIEWS
 Air Filtration
 St. Charles, Illinois

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