

Created: 2/28/2020  
Last revised: 4/20/2020

**PROPERTY ADDRESS:  
830 E. HILLSIDE ROAD  
NAPERVILLE, IL 60540**

**P.I.N.  
08-19-217-012**

**RETURN TO:  
CITY OF NAPERVILLE  
CITY CLERK'S OFFICE  
400 SOUTH EAGLE STREET  
NAPERVILLE, IL 60540**

**ANNEXATION AGREEMENT**  
**FOR 830 E. HILLSIDE ROAD**

THIS ANNEXATION AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (*insert date of signature of the Mayor which shall be the “**EFFECTIVE DATE**”*), between the CITY OF NAPERVILLE, an Illinois municipal corporation and home rule unit of local government under the statutes and Constitution of the State of Illinois, with offices at 400 South Eagle Street, Naperville, Illinois 60540, (hereinafter referred to as the “**CITY**”) and Brian Sternstein and Carrie Sternstein with the address of 431 York Street, Bolingbrook, IL 60440 (hereinafter referred to as the “**OWNER AND DEVELOPER**”).

**RECITALS**

WHEREAS, the OWNER AND DEVELOPER is the owner of record of all of the real property described in **EXHIBIT A**, which property is contiguous to the CITY and not within the corporate limits of any municipality (hereinafter referred to as the “**SUBJECT PROPERTY**”); and

WHEREAS, the OWNER AND DEVELOPER has signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk for the SUBJECT PROPERTY; and

WHEREAS, all notices, publications, public hearings and all other matters attendant to such Petition for Annexation and Zoning, have been given, held or performed as required by statute or the CITY'S ordinances, regulations, and procedures; and

WHEREAS, the CITY'S corporate authorities have considered the annexation of the SUBJECT PROPERTY and have determined the Petition for Annexation and Zoning to be in order; and

WHEREAS, the OWNER AND DEVELOPER propose that the SUBJECT PROPERTY be developed pursuant to the zoning classification(s) specified in the CITY'S Zoning Ordinance, and the terms and conditions set forth and referenced herein; and

WHEREAS, in addition to the matters specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the R1B Medium Density Single Family Residence District of the CITY'S Zoning Ordinance and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents, will promote the CITY'S sound planning and development, and will otherwise enhance and promote the general welfare of the CITY'S residents; and

WHEREAS, the CITY and the OWNER AND DEVELOPER have determined that the development of the SUBJECT PROPERTY should proceed as conveniently as possible and be subject to the ordinances, codes and regulations of the CITY, now in force and effect and as amended from time to time, unless specifically amended as part of the special terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree that:

**GENERAL CONDITIONS FOR**  
**THE ANNEXATION OF THE SUBJECT PROPERTY**

**G1.0 RECITALS.**

G1.1 The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this Subsection G1.1 by reference.

**G2.0 ANNEXATION AND ZONING.**

G2.1 Within sixty (60) days after the execution of this Agreement, or within thirty (30) days of the payment of all applicable fees and submittal of all documents necessary for recording of this Agreement, whichever is later, the CITY shall enact and adopt ordinances for the annexing and zoning the SUBJECT PROPERTY in accordance with Section S1.0 of this Agreement.

G2.2 If this Agreement and the Ordinance approving this Agreement, and those ordinances pertaining to the SUBJECT PROPERTY which were approved by the CITY concurrently with this Agreement, are not recorded with the office of the Recorder in which the SUBJECT PROPERTY is located within the timeframe set forth in said ordinance(s), as may be amended, the OWNER AND DEVELOPER shall defend, indemnify, and hold the CITY and its officers, agents, and employees harmless for any error or omission in recording or for failure to timely record.

G2.3 Notwithstanding the area, lot, yard, and height standards contained in the Naperville Zoning Code for the zoning classification granted pursuant to this Agreement, after the fifth (5th) year after this Agreement is approved, if the SUBJECT PROPERTY is developed with any residential uses, the SUBJECT PROPERTY may only be developed with uses which comply with the density limitations specified in the then-current zoning classification applicable to the SUBJECT PROPERTY.

**G3.0 ANNEXATION FEES.**

G3.1 The OWNER AND DEVELOPER have paid all applicable annexation fees specified in Section S2.0 in accordance with Section 1-9E-1 of the Naperville Municipal Code.

**G4.0 PARK DISTRICT ANNEXATION.**

G4.1 The OWNER AND DEVELOPER have filed concurrently herewith a petition executed by OWNER AND DEVELOPER to annex the SUBJECT PROPERTY to the

Naperville Park District. Said petition is conditional and not effective until annexation of the SUBJECT PROPERTY to the City of Naperville.

**G5.0 TRANSPORTATION IMPACT FEES – INTENTIONALLY OMITTED.**

**G6.0 SIDEWALKS AND OTHER TRANSPORTATION RELATED PUBLIC IMPROVEMENTS.**

G6.1 Prior to recordation of a Final Plat of Subdivision for any portion of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall, at their sole cost and expense, and at the discretion of the City Engineer:

1. construct sidewalks along the entire frontage of the SUBJECT PROPERTY adjacent to public right-of-way, as approved by the City Engineer; or
2. pay to the CITY the estimated cost to construct sidewalks along the entire frontage of the SUBJECT PROPERTY adjacent to public right-of-way. Upon payment, OWNER AND DEVELOPER shall have no further obligation to construct said sidewalk.

**G7.0 UTILITY LINES AND EASEMENTS.**

G7.1 The OWNER AND DEVELOPER shall grant to the CITY, at no cost to the CITY, any easements within the SUBJECT PROPERTY which the CITY may determine are necessary for the purposes of constructing, installing, replacing and maintaining sanitary sewers, water mains, electric service facilities, and other utilities necessary or incidental to service the SUBJECT PROPERTY.

G7.2 The CITY shall allow the OWNER AND DEVELOPER to use appropriate easements obtained by the CITY from other parties for the purpose of providing sanitary sewers, water mains and other utilities to service the SUBJECT PROPERTY.

**G8.0 WATER SUPPLY AND DISTRIBUTION SYSTEM AND SANITARY SEWER COLLECTION SYSTEM.**

G8.1 The OWNER AND DEVELOPER shall be solely responsible for the cost and expense incurred to extend the CITY'S water distribution system and sanitary sewer collection system to the SUBJECT PROPERTY. Payment shall be due at the time a building permit is issued if the CITY constructs and installs the proposed extension or any portion thereof.

G8.2 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S water supply and distribution system and sanitary sewer collection system, and shall supply water and collection facilities thereto to the same extent as may be supplied to other structures and areas within the CITY.

G8.3 The OWNER AND DEVELOPER shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.

G8.4 The OWNER AND DEVELOPER shall also be responsible to pay for all infrastructure availability charges, connection fees and user fees for the CITY'S water distribution system and sanitary sewer collection system as set forth in the CITY'S ordinances, rules, and regulations.

**G9.0 WASTEWATER TREATMENT PLANT CAPACITY.**

G9.1 The CITY guarantees that at the time building permits are requested, sufficient wastewater treatment plant capacity shall exist to provide complete and adequate wastewater treatment services for the SUBJECT PROPERTY without payment of any fees other than those specified in Subsection G9.2 of this Agreement.

G9.2 The OWNER AND DEVELOPER shall pay all applicable wastewater infrastructure availability charges, connection fees and customary wastewater user fees in accordance with Title 8 of the Naperville Municipal Code, as amended and any rules and regulations promulgated pursuant to Title 8.

**G10.0 UTILITY OVERSIZING.**

G10.1 The OWNER AND DEVELOPER shall construct and install at its sole cost and expense all water and sanitary sewer lines shown on the approved final engineering plans submitted for development of the SUBJECT PROPERTY.

G10.2 The CITY shall pay for oversized water or sanitary sewer lines constructed as required by the CITY in accordance with the provisions of this Section to provide for increased capacity, not merely to compensate for slope differential.

G10.3 Upon installation and acceptance by the CITY of said oversized lines, for residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct an eight (8") inch line and the cost to construct the oversized line.

For non-residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct a twelve (12”) inch line and the cost to construct the oversized line.

G10.4 All such oversized lines shall be constructed and installed in strict accordance with the provisions of Section 7-3-6 of the Naperville Municipal Code (Cost Sharing Policy), as amended.

**G11.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.**

G11.1 OWNER AND DEVELOPER shall pay any and all existing Utility Rebates, Special Connection Fees, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified in Section S3.0.

G11.2 OWNER AND DEVELOPER shall further pay any and all future Utility Rebates, Special Connection Fees, Special Assessments, Recapture Fees, or Special Service Area Taxes, which may be properly and legally approved, established, or levied in the future. Notwithstanding the foregoing, this provision does not abrogate the right of any property owner to contest any Special Assessment or Special Service Area Tax.

G11.3 The sum of the monies to be paid pursuant to 70 ILCS 705/20(e)(1)-(5) as a result of disconnection of the SUBJECT PROPERTY from a fire protection district shall be the sole responsibility of the OWNER AND DEVELOPER which responsibility shall be deemed fulfilled upon payment of said sum to the CITY. Payment in full shall be paid prior to recordation of the ordinance approving annexation of the Subject Property to the CITY and prior to recordation of this Agreement. Failure or oversight to collect said sum shall not release the OWNER AND DEVELOPER from liability therefore. This provision shall survive the expiration or termination of this Agreement.

**G12.0 ELECTRICAL UTILITY SERVICE.**

G12.1 The CITY shall connect the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY’S electrical utility system, and shall supply electrical service to those structures to the same extent service is provided on a regular basis to CITY’S other electric customers.

G12.2 The OWNER AND DEVELOPER shall accept all electrical power and energy required for the SUBJECT PROPERTY from the CITY'S electrical utility system at the time such service is available.

G12.3 The OWNER AND DEVELOPER shall pay all applicable connection fees, and costs related to on-site electrical distribution facilities and customary user fees in accordance with Title 8 of the Naperville Municipal Code.

**G13.0 REFUSE AND WEED CONTROL.**

G13.1 During all phases of construction, OWNER AND DEVELOPER shall provide a sufficient number of construction-sized dumpsters to contain all trash and debris generated throughout the entire area of the project.

G13.2 OWNER AND DEVELOPER shall prevent such containers from overflowing and shall prevent debris from blowing from the site by having the containers emptied as soon as reasonably possible once they are filled.

G13.3 During all phases of construction, OWNER AND DEVELOPER shall regularly cut all weeds and grass in excess of eight (8") inches high on the site and on the right-of-way adjacent to the site.

**G14.0 CHANGES TO ORDINANCES AND REGULATIONS.**

G14.1 If during the first five (5) years of the term of this Agreement, the provisions of the existing Naperville Zoning Code as it relates to the SUBJECT PROPERTY are amended to impose more stringent requirements in the subdivision, development, or construction on the SUBJECT PROPERTY, then such more stringent requirements shall not be effective as applied to the SUBJECT PROPERTY unless such change is agreed to by the parties hereto. This provision shall not apply to amendments to the Naperville Municipal Code related to conditional uses other than those conditional uses already approved by the Naperville Plan Commission for the SUBJECT PROPERTY.

G14.2 Except as provided in Subsections G14.2.1 and G14.2.2 and G14.2.3 of this Section, if, during the first two (2) years of the term of this Agreement, the provisions of CITY ordinances or regulations are amended or modified to impose more stringent requirements for the subdivision, or construction of the site development improvements for the SUBJECT PROPERTY than were in effect as of the date of approval of this Agreement, which improvements are specified in the submitted and approved Final Engineering Plans, such amendments or modifications shall

not be effective as applied to the SUBJECT PROPERTY, unless such amendments are agreed to by the parties *or* such amendments are adopted to protect the health or safety of the CITY'S residents.

G14.2.1 Any ordinances, standards, or regulations which are the subject of the CITY'S Flood Plain or Stormwater Ordinances for either DuPage or Will County shall be exempt from the provisions of subsection G14.2.

G14.2.2 Any CITY ordinances establishing the payment of subdivision, or development fees, or any taxes, dedication requirements, or reimbursement for costs which may be applicable to the SUBJECT PROPERTY shall be exempt from the provisions of subsection G14.2.

G14.2.3 Any CITY Building, Fire or Life Safety Codes or ordinances or regulations approved after the date of approval of this Agreement shall be exempt from the provisions of G14.2

G14.3 If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of any improvements, buildings, appurtenances, or any other development of any kind or character upon the SUBJECT PROPERTY, other than those upon which site plan approval may be based, are amended or modified to impose less restrictive requirements on development or construction upon properties situated within the CITY'S boundaries, then the benefit of such less restrictive requirements shall inure to the benefit of the OWNER AND DEVELOPER, and anything to the contrary contained herein notwithstanding, the OWNER AND DEVELOPER may proceed with development or construction upon the SUBJECT PROPERTY pursuant to the less restrictive amendment or modification applicable generally to all properties within the CITY.

**G15.0 EXISTING STRUCTURES.**

G15.1 At the time this Agreement is fully executed by the parties hereto, where there are any structures on the SUBJECT PROPERTY:

G15.1.1 A City of Naperville street address shall be assigned to the SUBJECT PROPERTY in accordance with Section 9-2-2 of the Naperville Municipal Code, as amended from time to time within thirty (30) days after this Agreement is fully executed by the parties hereto.



G15.1.2 Any existing structures on the SUBJECT PROPERTY shall be fully accessible for emergency vehicles, including two (2) points of access, and any “Special Conditions for the Annexation of The SUBJECT PROPERTY” set forth below (“Special Conditions”).

G15.2 At the time this Agreement is fully executed by the parties hereto, any existing structures on the SUBJECT PROPERTY which fail to conform to the requirements of the CITY’S duly adopted Building and Fire Prevention Codes, as amended from time to time, shall be brought into conformity with such requirements pursuant to any Special Conditions set forth below.

**G16.0 EFFECT OF THIS AGREEMENT.**

G16.1 Except as provided in Section G14.0 of this Agreement, if any relevant existing CITY resolution, ordinance, regulations, or interpretation thereof, is inconsistent with or conflicts with any provision of this Agreement, then the provisions of this Agreement shall supersede the terms of said inconsistent resolutions, ordinances, or regulations as they may be applicable to the SUBJECT PROPERTY.

**G17.0 NO DISCONNECTION OR DEANNEXATION.**

G17.1 Neither the OWNER nor the DEVELOPER nor any of their successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the CITY during the term of this Agreement.

**G18.0 MODIFICATIONS TO THIS AGREEMENT.**

G18.1 If the OWNER AND DEVELOPER or the CITY wish to modify this Agreement, the CITY shall hold the necessary public hearings.

G18.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request is made.

G18.3 This Section shall not be construed to require the CITY to modify this Agreement.

G18.4 Any such amendment or modification may be made only as to a portion of the SUBJECT PROPERTY, or as to the provisions applying exclusively thereto, and may be without the consent of the owners of other portions of the SUBJECT PROPERTY not affected by the amendment or modification.

**G19.0 BINDING EFFECT AND TERM.**

G19.1 The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY in the Office of the Recorder in which the SUBJECT PROPERTY is located, and shall be binding upon and inure to the benefit of the parties hereto, grantees, successors in interest, assignees, heirs, executors, or lessees (whether their interest is in the SUBJECT PROPERTY as a whole or in any portion or aspect thereof), and upon any successor CITY officials and successor municipalities for a period of ten (10) years from the EFFECTIVE DATE of this Agreement.

G19.2 The zoning classification for the SUBJECT PROPERTY established by this Agreement shall survive the expiration or termination of this Agreement unless changed in accordance with applicable law.

G19.3 Any obligation owed by OWNER AND DEVELOPER for payment or reimbursement of monies provided for herein shall survive the termination or expiration of this Agreement.

G19.4 Any obligations to be performed hereunder by OWNER AND DEVELOPER shall survive the expiration or termination of this Agreement.

**G20.0 CONTINUING RESPONSIBILITY.**

G20.1 If the OWNER AND DEVELOPER sells or conveys all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNER AND DEVELOPER'S obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the OWNER AND DEVELOPER shall be released from such obligations, provided the conditions of subsection G20.2 of this Agreement have been met.

G20.2 No sale or conveyance shall be effective to release the OWNER AND DEVELOPER from the obligations imposed by this Agreement until the purchaser or grantee has posted good and sufficient surety, as determined by the CITY, to secure the performance of all of the OWNER AND DEVELOPER'S obligations contained in this Agreement and as required by CITY ordinance, policy, or regulation.

G20.3 Any provision contained in this Agreement which provides for payment or reimbursement of money to the CITY, and/or which provides for the dedication or conveyance of property to the CITY, shall survive the expiration or termination of this Agreement.

**G21.0 SEVERABILITY.**

G21.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

G21.2 The invalidity of any such provision shall not affect any zoning classification for the SUBJECT PROPERTY that has been approved by the CITY pursuant to the provisions of the CITY'S ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

**G22.0 NOTICES.**

G22.1 Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest of either party shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed to the parties specified in Section S4.0 or any individual or entity substituted according to subsection G22.2 of this Agreement.

G22.2 The parties, or any assignee or successor in interest, may substitute names and addresses for notices as appropriate.

**G23.0 GOVERNING LAW AND VENUE.**

G23.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

**G24.0 FORCE MAJEURE.**

G24.1 Subject to the provisions of G24.2 whenever a period of time is provided for in this Agreement for either the CITY or OWNER AND DEVELOPER to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God.

G24.2 Provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or against either

party's own employees or suppliers, an act or omission shall not be deemed to be “beyond OWNER AND DEVELOPER’S control” if committed, omitted or caused by OWNER AND DEVELOPER, OWNER AND DEVELOPER’S employees, officers or agents or a subsidiary, affiliate or parent of OWNER AND DEVELOPER or by any corporation or other business entity that holds a controlling interest in OWNER AND DEVELOPER, whether held directly or indirectly.

**G25.0 ENFORCEABILITY.**

G25.1 This Agreement shall be enforceable by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement. In the event that the CITY seeks enforcement of any aspect of this Agreement in a court of competent jurisdiction, and prevails in whole or in part in such action, the OWNER AND DEVELOPER shall reimburse the CITY for its costs and expenses, including but not limited to reasonable attorneys’ fees (in-house or outside counsel) within thirty (30) days of receipt of an invoice therefor.

**G26.0 CHALLENGE TO ANNEXATION.**

G26.1 If the annexation of the SUBJECT PROPERTY is challenged in any court of legal jurisdiction, the parties to this Agreement agree to cooperate to defend the validity of said annexation. OWNER AND DEVELOPER agrees to hold the CITY harmless and to reimburse the CITY for any and all expenses incurred by the CITY for said defense including but not limited to reimbursement for any services of outside legal counsel. If the annexation of the SUBJECT PROPERTY is challenged and is held to be invalid: (a) any real estate taxes which have been paid to the CITY shall not be rebated to the OWNER AND DEVELOPER, or its successors and assigns; and (b) the CITY shall enter into a separate written service agreement with the OWNER AND DEVELOPER, or its successor and assigns, so as to provide utility service to the SUBJECT PROPERTY in accordance with the general terms of this Agreement to the extent permitted by law.

**G27.0 TIMING OF GRANTS OF PROPERTY INTERESTS.**

G27.1 When any dedication of right-of-way, grant of easement, or other dedication or grant of property interests to the CITY is provided for in this Agreement, said dedication or grant shall occur prior to, or simultaneously with, the recording of any final plat of subdivision or issuance of any permit, whichever occurs first.

G27.2 Failure to comply with the timing requirements set forth in this Section shall not relieve the OWNER AND DEVELOPER of the obligations set forth in this Section, and the provisions of this Section shall survive the expiration or termination of this Agreement.

**G28.0 NON-WAIVER OF RIGHTS.**

G28.1 No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand compliance with the terms hereof.

**G29.0 CAPTIONS AND PARAGRAPH HEADINGS.**

G29.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**G30.0 ENTIRE AGREEMENT.**

G30.1 This Agreement sets forth all the covenants, conditions and promises between the Parties with regard to the subject matter set forth herein and there are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.

**G31.0 AUTHORIZATIONS.**

G31.1 The OWNER AND DEVELOPER'S authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the OWNER AND DEVELOPER to execute this Agreement on its behalf. The Mayor and City Clerk warrant that they have been lawfully authorized to execute this Agreement. The OWNER AND DEVELOPER shall deliver to the CITY within ten (10) days of the EFFECTIVE DATE on page 1 of this Agreement copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement.

**G32.0 SURETY.**

G32.1 All public improvements required to be done by the OWNER AND DEVELOPER for any phase of the SUBJECT PROPERTY shall be secured by a cash deposit or Letter of Credit in a form approved by the City Attorney, in an amount approved by the City Engineer, and in compliance with the Naperville Municipal Code. This provision shall apply whether or not a Letter of Credit is specified for each improvement. Notwithstanding provision

of said surety, until the public improvements have been accepted by the CITY, the OWNER AND DEVELOPER shall remain obligated for completion of said public improvements and/or (at the CITY'S sole discretion) to pay any costs for said public improvements to the extent that the surety is not sufficient to pay for the costs of the public improvements, or in the event of any denial, or partial denial, of coverage by the surety, or failure of the surety to timely respond to a demand for payment.

**G33.0 ACCEPTANCE OF PUBLIC IMPROVEMENTS.**

G33.1 Subject to approval by the City Engineer, the CITY shall accept public improvements installed by the OWNER AND DEVELOPER on the SUBJECT PROPERTY, or within the adjacent public right-of-way, pursuant to the process set forth in Section 7-1-7 of the Naperville Municipal Code. Upon CITY acceptance thereof, the OWNER AND DEVELOPER shall post a cash deposit or maintenance letter of credit in a form and amount approved by the City guaranteeing said improvements against defects in materials or workmanship in the amount of ten percent (10%) of the estimated cost of said improvement to be effective for a period of one year from the date of acceptance.

**G34.0 EXHIBITS INCORPORATED.**

G34.1 All exhibits attached or referenced herein are incorporated herein by reference and made part hereof.

**G35.0 AMBIGUITY.**

G35.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

**G36.0 RECAPTURE AGREEMENTS.**

G36.1 If, pursuant to the terms of this Agreement, the OWNER AND DEVELOPER installs improvements, including but not limited to water distribution system improvements, sanitary sewer collection system improvements, storm sewer system improvements, roadway improvements, or other improvements (hereinafter "Improvements") which the OWNER AND DEVELOPER and the CITY reasonably determine will benefit properties other than the SUBJECT PROPERTY, the OWNER AND DEVELOPER may submit a request to the City Engineer for the City to enter into a recapture agreement ("Recapture Agreement"). The OWNER AND DEVELOPER'S request must be accompanied by a draft of the proposed Recapture Agreement and documentation, to the satisfaction of the City Engineer,

clearly demonstrating the “as built” costs of the Improvements for which recapture is sought. The proposed Recapture Agreement shall identify the benefitting properties and recapture amounts, which shall be subject to approval of the City Engineer. Subject to approval of the proposed Recapture Agreement by the City Engineer, approval of the form of the Recapture Agreement by the City Attorney, and any notice to be given to the benefitting property owners, the matter shall be scheduled for consideration by the Naperville City Council. If an ordinance approving the Recapture Agreement is passed by City Council, the Recapture Agreement shall be recorded against the title of the benefitting properties identified in the Recapture Agreement.

G36.1.1 If a proposed Recapture Agreement and supporting documentation are not provided to the City Engineer within twelve (12) months from completion of the Improvements, or such other timeframe as may be agreed to in writing by the City Engineer, the CITY shall no longer have any obligation to enter into a recapture agreement for Improvements hereunder.

**SPECIAL CONDITIONS FOR THE ANNEXATION OF**  
**THE SUBJECT PROPERTY**

To the extent that there is any inconsistency between the terms or conditions of the following Special Conditions and the General Conditions above, the terms and conditions set forth in the Special Conditions of this Agreement shall prevail. To the extent that provisions in the Special and General Conditions are not inconsistent, they shall be read together.

**S1.0 ANNEXATION AND ZONING.**

S1.1 The Zoning Classification for the SUBJECT PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall be R1B Medium Density Single Family Residence District.

S1.2 A plat of annexation prepared by Engineering Resource Associates, dated December 17, 2019, last revised March 13, 2020, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT B**.

**S2.0 ANNEXATION FEES.**

S2.1 The Annexation Fee calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code for the SUBJECT PROPERTY is \$550, which has been paid by the OWNER AND DEVELOPER.

**S3.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.**

S3.1 OWNER AND DEVELOPER shall pay any and all existing Utility Rebates, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified as follows:

Water Recapture Fee: \$6,342.50 (126.85 feet of frontage on Hillside Road at \$50.00 per linear foot)

Due: Prior to recordation of the Ordinance annexing the SUBJECT PROPERTY and prior to recordation of this Agreement.



Wastewater Recapture Fee: \$5,074.00 (126.85 feet of frontage on Hillside Road at \$40.00 per linear foot)

Due: Prior to recordation of the Ordinance annexing the SUBJECT PROPERTY and prior to recordation of this Agreement.

S3.2 Notwithstanding the provisions of Section G11.3 herein, since the SUBJECT PROPERTY is located within the Naperville Fire Protection District, and prior to annexation was served by the Naperville Fire Department, the OWNER AND DEVELOPER has no obligation to make payment pursuant to 70 ILCS 705/20(e)(1)-(5).

**S4.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.**

**IF TO THE CITY:**

City Clerk, City of Naperville  
400 South Eagle Street  
Naperville, Illinois 60540

**WITH COPIES TO:**

City Attorney, City of Naperville  
400 South Eagle Street  
Naperville, Illinois 60540

**IF TO THE OWNER AND DEVELOPER:**

Brian Sternstein and Carrie Sternstein  
431 York Street  
Bolingbrook, IL 60440

**WITH COPIES TO:**

Caitlin Paloian, Attorney  
Rosanova & Whitaker, Ltd.  
127 Aurora Avenue  
Naperville, Illinois 60540

**S5.0 FIRE CODES AND REGULATIONS.**

S5.1 The provisions of Section G14.0 this Agreement notwithstanding, any amendments to the CITY'S Building, Fire, or Life Safety Codes or regulations approved and enacted after the EFFECTIVE DATE of this Agreement shall be applicable to the SUBJECT PROPERTY without exception.

**S6.0 EMERGENCY ACCESS.**

S6.1 OWNER AND DEVELOPER agrees to maintain, at OWNER AND DEVELOPER'S cost, access for emergency vehicles when construction begins, which access shall be subject to the Fire Department's approval.

**S7.0 EXISTING STRUCTURES.**

S7.1 All existing structures located on the SUBJECT PROPERTY shall be demolished prior to the recordation of this Agreement. OWNER AND DEVELOPER shall provide written notice to the City Attorney and the City's Zoning Administrator within seven (7) days of completion of the demolition. The OWNER and DEVELOPER shall defend, indemnify, and hold the CITY harmless for any error or omission in recording, or failing to record, this Agreement as provided herein.

**S8.0 SCHOOL AND PARK DONATIONS.**

S8.1 As the SUBJECT PROPERTY is currently improved with a single-family residence and no additional residential units are contemplated as part of the proposed Preliminary/Final Plat of Subdivision for the SUBJECT PROPERTY, attached hereto and incorporated herein by reference as **EXHIBIT C**, no school or park donations will be required for the SUBJECT PROPERTY.

**S9.0 SIDEWALKS.**

S9.1 Notwithstanding the provisions of G6.1 of this Agreement, the OWNER AND DEVELOPER agrees to install public sidewalk, at the OWNER AND DEVELOPER'S sole cost, across the Hillside Road frontage of the SUBJECT PROPERTY prior to issuance of the final occupancy permit for the SUBJECT PROPERTY or three (3) years after annexation of the SUBJECT PROPERTY, whichever is sooner. An extension of this timeframe may be granted in writing at the discretion of the City Engineer. This provision shall survive the expiration or termination of this Agreement.

**S10.0 PARK DISTRICT ANNEXATION**

S10.1 Notwithstanding the provisions of Section G4.0, the SUBJECT PROPERTY is currently within the boundary of the Naperville Park District; annexation to the Park District is not required.

**S11.0 ROAD IMPROVEMENT FEE**

S11.1 The OWNER AND DEVELOPER shall pay to the CITY a Road Improvement Fee in the amount of \$41,226.25 (126.85 feet of frontage on Hillside Road at \$325 per linear foot), which is the proportionate cost for the roadway improvements to be made adjacent to the SUBJECT PROPERTY on Hillside Road. Said sum is due prior to the recordation of the Ordinance annexing the SUBJECT PROPERTY and prior to recordation of this Agreement.

~ SIGNATURES ON FOLLOWING PAGE ~

**IN WITNESS WHEREOF**, the parties set their hands and seals as of the EFFECTIVE DATE set forth on page 1 hereof.

**CITY OF NAPERVILLE**

By: \_\_\_\_\_  
Steve Chirico  
Mayor

Attest  
By: \_\_\_\_\_  
Pam Gallahue, Ph.D.  
City Clerk

State of Illinois) )  
County of DuPage )

The foregoing instrument was acknowledged before me by Steve Chirico, Mayor, and Pam Gallahue, Ph.D. City Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

-seal-

**OWNER AND DEVELOPER**

Brian Sternstein, 431 York Street, Bolingbrook, IL 60440

By: [Signature]  
[name]  
[title]

Attest  
By: [Signature]  
[name] Thomas Jurjovec  
[title] witness

State of Illinois )  
County of DuPage )

The foregoing instrument was acknowledged before me by BRIAN Sternstein  
, and Carrie Sternstein, this 4TH  
day of May, 2020

[Signature]  
Notary Public



**OWNER AND DEVELOPER**

Carrie Sternstein, 431 York Street, Bolingbrook, IL 60440

By: Carrie Sternstein  
[name]  
[title]

Attest  
By: [Signature]  
[name] Thomas Jurjovec  
[title] WITNESS

State of Illinois )  
County of DuPage )

The foregoing instrument was acknowledged before me by BRIAN STERNSTEIN  
, and CARRIE STERNSTEIN, this 4th  
day of May, 2020

[Signature]  
Notary Public



This instrument was prepared by The City of Naperville, 400 S. Eagle Street, Naperville, Illinois, 60540.

**LEGAL DESCRIPTION**

PARCEL 1: THE EAST HALF OF LOT 2 IN BLOCK 5 IN ARTHUR T. MCINTOSH AND COMPANY'S NAPERVILLE ESTATES, BEING A SUBDIVISION OF PART OF SECTION 19 TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1927 AS DOCUMENT 236013, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE WEST 2.0 FEET OF THE NORTH 95.0 FEET OF LOT 1 IN BLOCK 5 IN ARTHUR T. MCINTOSH AND CO'S NAPERVILLE ESTATES, BEING A SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1927 AS DOCUMENT 236013, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 830 E. Hillside, Naperville, IL 60540

PIN: 08-19-217-012

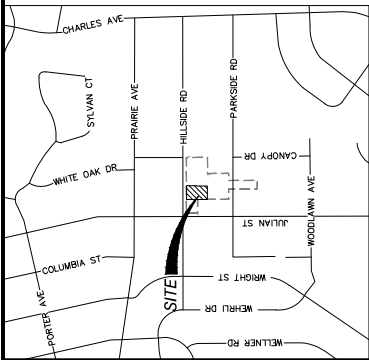


# PLAT OF ANNEXATION

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

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND IN THE NAME OF:  
**NAME:** NAPEVILLE CITY CLERK  
**ADDRESS:** NAPEVILLE, IL 60540

OWNER INFORMATION:  
**NAME:** BRIAN AND CARRIE STERNSTEIN  
**ADDRESS:** 820 HILLSIDE ROAD, NAPEVILLE, ILLINOIS 60440



**LOCATION MAP**  
NOT TO SCALE

### LEGEND

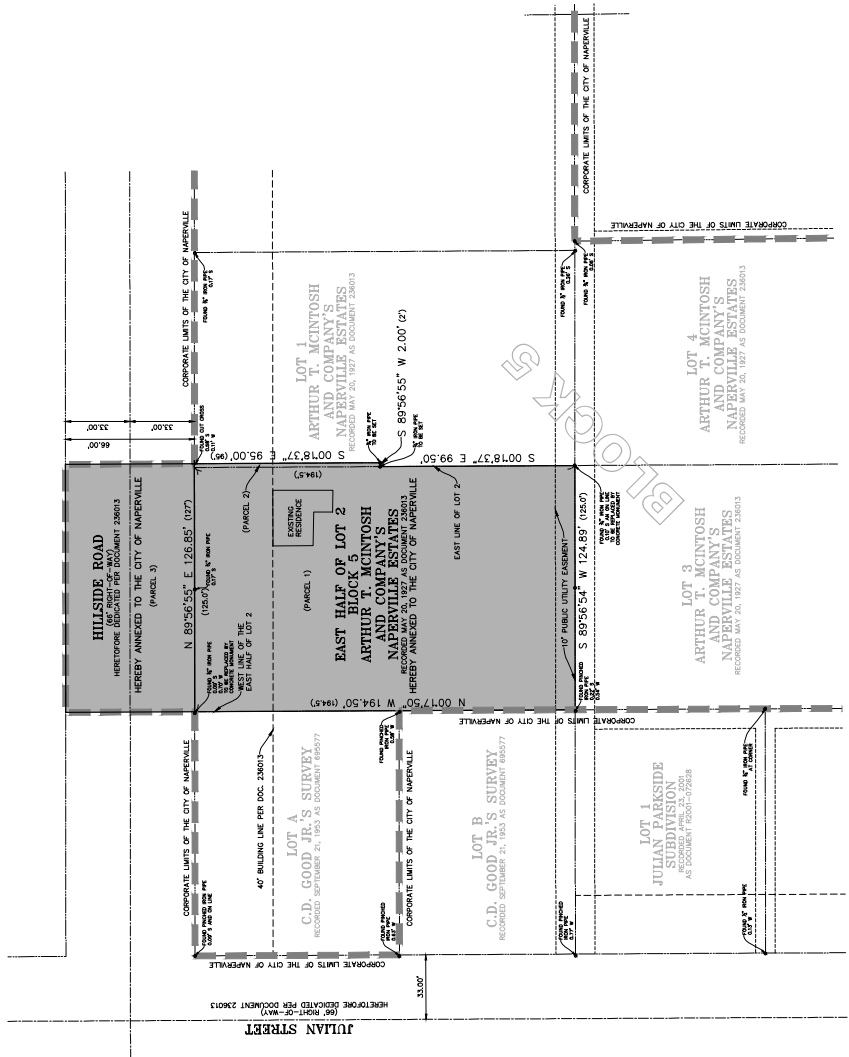
- - - - - EX LOT LINE
- - - - - EX CORNER
- - - - - EX CORPORATE BOUNDARY LINE
- - - - - AREA HEREBY ANNEXED

### ABBREVIATIONS

- A B.S.L. BUILDING SETBACK LINE
- C CONC. CONCRETE
- DOC. DOCUMENT
- FIP FOUND IRON PIPE
- INV. INVERT
- N NORTH
- R.C.P. REINFORCED CONCRETE PIPE
- S.C.O.W. TOP OF PIPE
- T/PIPE SOUTH OF PIPE
- (XXX) REGARD INFORMATION
- (XXX) MEASURED INFORMATION
- XXX.XX

### GENERAL NOTES

1. ALL DISTANCES ARE RECORD DIMENSIONS.
2. ALL AREAS LISTED ARE MORE OR LESS.
3. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
4. THERE ARE NOT ANY ELECTORS THAT RESIDE ON THE PROPERTY ANNEXED HEREBY



**AREA SUMMARY**  
 PARCEL 1: 24,200 SQUARE FEET (0.558 ACRES)  
 PARCEL 2: 187 SQUARE FEET (0.004 ACRES)  
**TOTAL: 24,387 SQUARE FEET (0.562 ACRES)**

**CITY COUNCIL CERTIFICATE**  
 STATE OF ILLINOIS } SS  
 COUNTY OF DUPAGE }  
 APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPEVILLE, ILLINOIS, AT A MEETING HELD THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_ CITY CLERK

**DUPAGE COUNTY RECORDER'S CERTIFICATE**  
 STATE OF ILLINOIS } SS  
 COUNTY OF DUPAGE }  
 THIS INSTRUMENT \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.  
 RECORDER OF DEEDS \_\_\_\_\_

**PERMISSION TO RECORD**  
 STATE OF ILLINOIS } SS  
 COUNTY OF DUPAGE }  
 I, TIMOTHY B. MARTINEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO THE NAPEVILLE CITY CLERK OR AN EMPLOYEE OF THE CITY CLERK'S OFFICE TO RECORD THIS PLAT. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.  
 DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003792  
 LICENSE EXPIRES NOVEMBER 30, 2020



STATE OF ILLINOIS } SS  
 COUNTY OF DUPAGE }

ENGINEERING RESOURCE ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM, HEREBY AUTHORIZES BRIAN AND CARRIE STERNSTEIN TO BE USED IN CONNECTION WITH AN ORDINANCE AUTHORIZING THE ANNEXATION OF SAID PROPERTY.  
 THIS PROFESSIONAL SERVICE IS NOT INTENDED TO CONFORM WITH THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

### FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003792  
 DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186  
 LICENSE EXPIRES APRIL 30, 2021



CITY OF NAPEVILLE PROJECT NO.: 19-11-10000144

DATE	12-17-19
TIME	191008
BY	101

PLAT OF ANNEXATION TO THE CITY OF NAPEVILLE, ILLINOIS

BRIAN AND CARRIE STERNSTEIN

2416 SALEN DRIVE  
 NAPEVILLE, IL 60563  
 PHONE (312) 354-6268  
 FAX (312) 354-6292



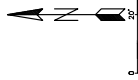
3701 WEST AVENUE, SUITE 150  
 ST. LOUIS, MO 63108  
 PHONE (630) 393-8300  
 FAX (630) 393-2152

DATE	BY	DESCRIPTION
08-20-20	DM	REVIEW PER CITY REVIEW COMMENTS
09-11-20	DM	REVIEW PER CITY REVIEW COMMENTS
12-17-19	DM	REVIEW PER CITY REVIEW COMMENTS

P.L.N.: 08-19-217-012

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY INSTRUMENT NO. 242380, NAPERVILLE CITY CLERK ADDRESS: NAPERVILLE, ILL. 60540

OWNER INFORMATION: BRIAN AND CARRIE STERNSTEIN AND SQUADRON, ILLINOIS 60440



**BASIS OF BEARING**  
ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83 (GPT)).

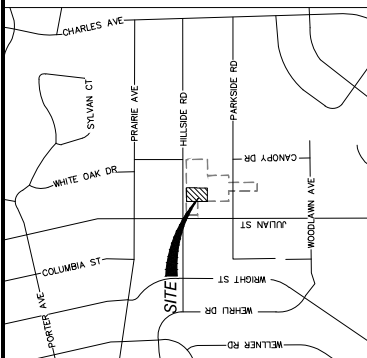
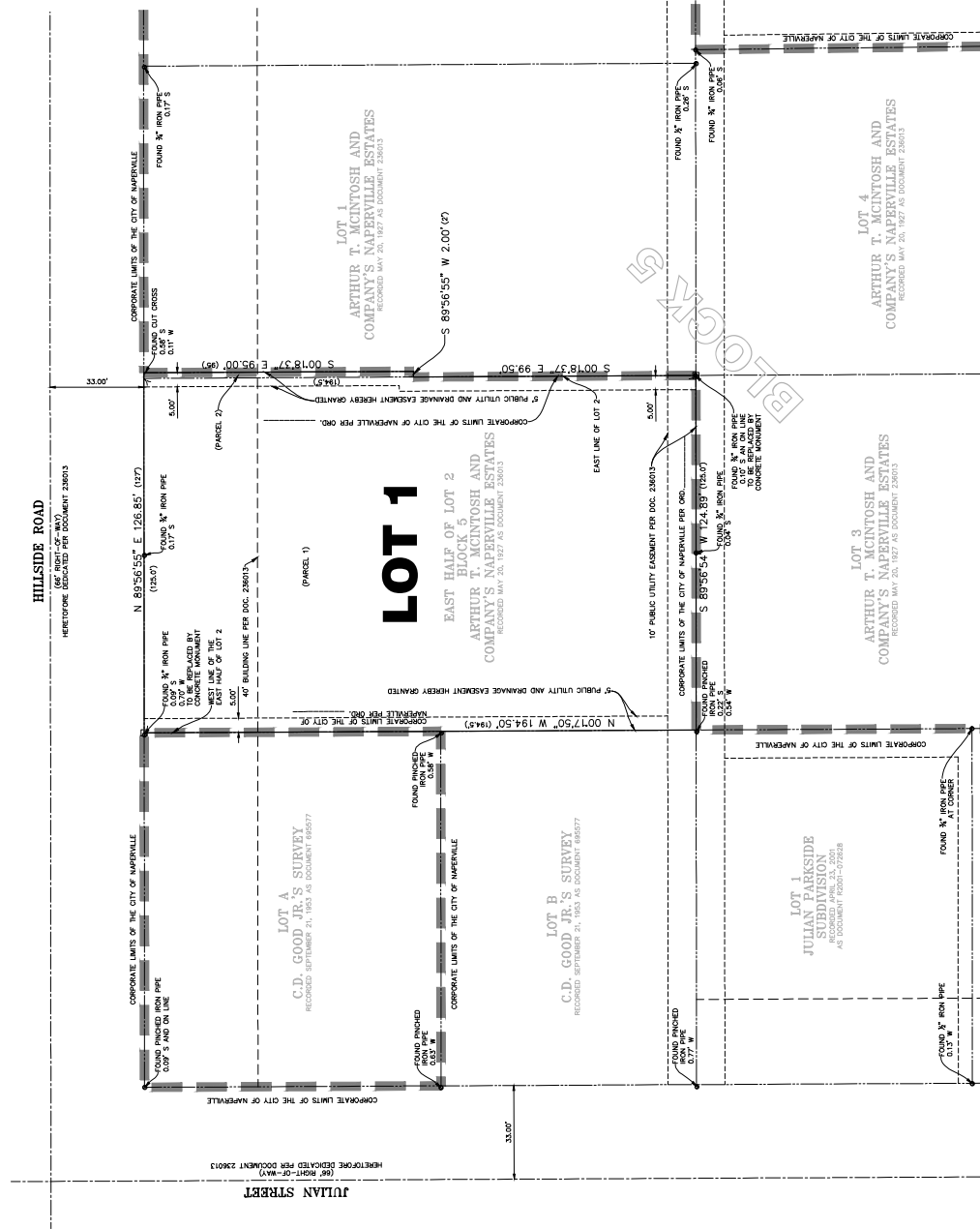
**AREA SUMMARY**  
PARCEL 1: 24,290 SQUARE FEET (0.558 ACRES)  
PARCEL 2: 24,290 SQUARE FEET (0.558 ACRES)  
TOTAL: 24,277 SQUARE FEET (0.552 ACRES)

**LEGEND**  
- LOT LINE  
- EASEMENT LINE  
- CENTERLINE  
- CORPORATE BOUNDARY LINE

**ABBREVIATIONS**  
A - ARC LENGTH  
B - BLINDING SETBACK LINE  
C - CONC.  
D - DRAINAGE  
E - EAST  
F - FOUND  
G - GROUND  
H - HORIZONTAL  
I - INVERT  
J - JUNCTION  
K - KURVE  
L - L  
M - MEASURED  
N - NORTH  
O - ORDINANCE  
P - PAVED  
R - RIGHT OF WAY  
S - SETBACK  
T - TOP OF PIPE  
W - WEST  
X - WESTING INFORMATION  
Y - Y  
Z - Z

# PRELIMINARY/FINAL PLAT OF SUBDIVISION 830 HILLSIDE ESTATE

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



**LOCATION MAP**  
NOT TO SCALE

## EXHIBIT C

**GENERAL NOTES**

1. ALL DISTANCES ARE RECORD DIMENSIONS.
2. ALL AREAS LISTED ARE MORE OR LESS.
3. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DATE	BY	DESCRIPTION
08-19-21	ONE	PREPARED FOR
08-19-21	ONE	REVIEW PER CITY REVIEW COMMENTS
08-19-21	ONE	REVIEW PER CITY REVIEW COMMENTS
08-19-21	ONE	REVIEW PER CITY REVIEW COMMENTS
08-19-21	ONE	REVIEW PER CITY REVIEW COMMENTS

**ENGINEERING**  
RESOURCE ASSOCIATES

3701 WEST AVENUE, SUITE 150  
NAPERVILLE, ILLINOIS 60563  
PHONE (630) 583-2000  
FAX (630) 583-2152

**ENGINEERING**  
RESOURCE ASSOCIATES

33 S. RIVERSIDE PLAZA, SUITE 875  
NAPERVILLE, ILLINOIS 60563  
PHONE (312) 474-7841  
FAX (312) 474-6089

**ENGINEERING**  
BRIAN AND CARRIE STERNSTEIN

2416 GALEN DRIVE  
NAPERVILLE, ILLINOIS 60563  
PHONE (312) 354-6268  
FAX (312) 355-1502

CITY OF NAPERVILLE PROJECT NO.: 19-10000144

**PRELIMINARY/FINAL PLAT OF SUBDIVISION**  
NAPERVILLE, ILLINOIS

DATE: 12-19-19  
JOB NO.: 191008  
SHEET: 1 OF 2

PRELIMINARY/FINAL PLAT OF SUBDIVISION
830 HILLSIDE ESTATE

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

MORTGAGE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
PRINT MORTGAGEE NAME
PROVISIONS OF A CERTAIN MORTGAGE DATED
A.D., 20, AND RECORDED IN THE RECORDERS OF DEEDS OFFICE
OF COUNTY, ILLINOIS ON THE DATE
DAY OF MONTH, A.D., 20.

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID,
DO HEREBY CERTIFY THAT
OF (NAME), (TITLE) AND (NAME)
WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES
ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH
(TITLE), (TITLE) AND (TITLE) 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 PURPOSES THEREIN SET FORTH.

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT BRIAN AND CARRIE STERNSTEIN ARE THE OWNERS OF THE
PROPERTY DESCRIBED HEREIN AND HAVE HEREBY GRANTED THE SAID
AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND
UNDER THE STATE AND TITLE AFORESAID.
DATED AT CITY, ILLINOIS, THIS DAY OF MONTH, A.D., 20.

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:
1. THAT IS THE OWNER OF
THE PROPERTY LEGALLY DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED
FOR APPROVAL FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED HEREIN
BY REFERENCE, AND
2. TO THE BEST OF THE OWNER'S KNOWLEDGE THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL,
LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:
NAPERVILLE COMMUNITY UNIT DISTRICT 203
203 W. HILLSIDE ROAD
NAPERVILLE, ILLINOIS 60540-6589

CITY OF NAPERVILLE ADMINISTRATIVE APPROVAL CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
APPROVED IN ACCORDANCE WITH THE ADMINISTRATIVE APPROVAL CRITERIA AND PROCEDURES
SET FORTH IN SECTION 7-2-5 NAPERVILLE MUNICIPAL CODE.
DATED THIS DAY OF A.D., 20.

CITY TREASURER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDERS
OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE DAY OF
AT O'CLOCK P.M.
RECORDER OF DEEDS

EMMISSION TO RECORD

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
I, TIMOTHY B. WARTNEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO
THE NAPERVILLE CITY CLERK OR AN EMPLOYEE OF THE CITY CLERK'S OFFICE TO RECORD THIS PLAT.
THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.
DATED THIS DAY OF A.D., 20.



SUBDIVISOR'S CERTIFICATE

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2020
STATE OF ILLINOIS }
COUNTY OF DUPAGE }
THIS IS TO CERTIFY THAT I, TIMOTHY B. WARTNEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 035-003782, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:
PARCEL 1: THE EAST HALF OF LOT 2 IN BLOCK 4 IN ARTHUR T. MONTOSH AND COMPANY'S
RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED MAY 20, 1927 AS DOCUMENT 238013, IN DUPAGE COUNTY, ILLINOIS.

SUBURBAN WATER STATEMENT

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS
WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART
THEREOF. REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH
WATERS TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN A
MANNER WHICH ACCORDS WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO
CONSTRUCT OF THE SUBDIVISION TO THE ADJOINING PROPERTY BECAUSE OF THE
DATED THIS DAY OF A.D., 20.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2020
PERSON FROM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2018
DATE OF FIELD SURVEY: NOVEMBER 29, 2016
MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



Table with columns: DATE, BY, DESCRIPTION, DATE, BY, DESCRIPTION, DATE, BY, DESCRIPTION, DATE, BY, DESCRIPTION. Includes project info: PRELIMINARY/FINAL PLAT OF SUBDIVISION NAPERVILLE, ILLINOIS.