

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

PETITION FOR ANNEXATION

TO: Mayor & City Council
City of Naperville
DuPage & Will County, Illinois

THE PETITIONERS, Naper Bank, National Association, as Trustee under Trust Agreement dated February 9, 1988 and known as Trust No. 7-1816 (Owner of Parcel 1); and Naper Bank, National Association, as Trustee under Trust Agreement dated February 9, 1988 and known as Trust No. 7-1817 (Owner of Parcel 2); and Naper Bank, National Association, as Trustee under Trust Agreement dated February 9, 1988 and known as Trust No. 7-1818 (Owner of Parcel 3); and Chicago Title Land Trust Company, as Successor Trustee under Trust No. 7-1819 (Owner of Parcel 4); and Chicago Title Land Trust Company, as Trustee under Trust Agreement dated April 28, 1976 and known as Trust No. 1067751 (Owner of Parcel 5); and Chicago Title Land Trust Company, as Trustee under Trust Agreement dated November 1, 1987 and known as Trust Number 1090871 (Owner of Parcels 6, 7, 8 and 9), as the collective owners of the approximately 110 acres located east of Route 59 on the north side of 119th Street in Will County, Illinois, which property is legally described on **Exhibit A**, attached hereto and made a part hereof (the "Property"), hereby requests that the City of Naperville take the necessary and appropriate action, pursuant to state and local law, to annex the Property to the City of Naperville subject to the terms of a mutually agreeable annexation agreement.

In support of this Petition for Annexation, the undersigned hereby swears to the following under oath and penalty of perjury:

1. The Petitioners are the owners of the Property;
2. The Property is unincorporated and is not presently located in the jurisdiction of any other municipality;
3. The Property is contiguous to the City of Naperville; and
4. There are no electors residing on the Property.

WHEREFORE, The Petitioners, hereby respectfully requests that the City take such action as is necessary and appropriate to annex the Property to the City of Naperville subject to the terms of an annexation agreement, which annexation agreement shall: i) be drawn by and between the City of Naperville and Pulte Home Company, LLC a Michigan limited liability company or its assignee ("Developer"); ii) become effective only upon Petitioners' conveyance of the Property to Developer; iii) set forth the terms upon which the Property shall be annexed to the City of Naperville; and iv) set forth such other rights and obligations with respect to the Property as the City and Developer may mutually agree.

OWNER OF PARCEL 1

Naper Bank, National Association, as Trustee under Trust Agreement dated February 9, 1988 and known as Trust No. 7-1816 Chicago Title Land Trust Company, Successor Trustee and not personally

By: Linda Lee Lutz
Name: Linda Lee Lutz
Its: AVP/Trust Officer

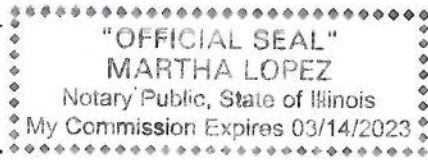


STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Linda Lee Lutz, personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged to me that, as the AVP/Trust Officer, of Chicago Title Land Trust Company, she was duly authorized and signed and delivered the foregoing document as his free and voluntary act by and on behalf of CTLTC for the uses and purpose therein set forth.

Given under my hand and Notarial Seal as of this 16th day of June, 2022.

[Signature]
Notary Public



My Commission expires: _____

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

OWNER OF PARCEL 3

Naper Bank, National Association, as Trustee under Trust Agreement dated February 9, 1988 and known as Trust No. 7-1818 Chicago Title Land Trust Company, Successor Trustee and not personally

By: Linda Lee Lutz
Name: Linda Lee Lutz
Its: AVP/Trust Officer



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Linda Lee Lutz, personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged to me that, as the AVP/Trust Officer, of Chicago Title Land Trust Company § he was duly authorized and signed and delivered the foregoing document as his free and voluntary act by and on behalf of CTLTC for the uses and purpose therein set forth.

Given under my hand and Notarial Seal as of this 16th day of June, 2022.

Notary Public



My Commission expires: _____

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

OWNER OF PARCEL 4

Chicago Title Land Trust Company, as Successor Trustee under Trust No. 7-1819 and not personally

By: Linda Lee Lutz
Name: Linda Lee Lutz
Its: AVP/Trust Officer

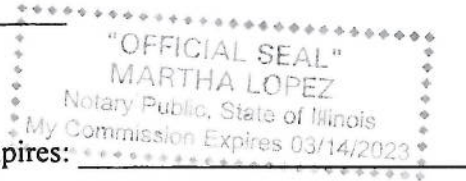


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Linda Lee Lutz, personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged to me that, as the AVP/Trust Officer, of Chicago Title Land Trust Company, he was duly authorized and signed and delivered the foregoing document as his free and voluntary act by and on behalf of CTLTC for the uses and purpose therein set forth.

Given under my hand and Notarial Seal as of this 16th day of June, 2022.

Notary Public



My Commission expires: _____

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

OWNER OF PARCEL 5

Chicago Title Land Trust Company, as Trustee under Trust Agreement dated April 28, 1976 and known as Trust No. 1067751 and not personally

By: Linda Lee Lutz
Name: Linda Lee Lutz
Its: AVP/Trust Officer



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Linda Lee Lutz, personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged to me that, as the AVP/Trust Officer, of Chicago Title Land Trust Company she was duly authorized and signed and delivered the foregoing document as his free and voluntary act by and on behalf of CTLTC for the uses and purpose therein set forth.

Given under my hand and Notarial Seal as of this 16th day of June, 2022.

[Signature]
Notary Public



My Commission expires: _____

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

OWNER OF PARCELS 6, 7, 8, and 9

Chicago Title Land Trust Company, as Trustee under Trust Agreement dated November 1, 1987 and known as Trust Number 1090871 and not personally

By: Linda Lee Lutz
Name: Linda Lee Lutz
Its: AVP/Trust Officer



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Linda Lee Lutz, personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged to me that, as the AVP/Trust Officer, of Chicago Title Land Trust Company, he was duly authorized and signed and delivered the foregoing document as his free and voluntary act by and on behalf of CTLTC for the uses and purpose therein set forth.

Given under my hand and Notarial Seal as of this 16th day of June, 2022.

Notary Public

"OFFICIAL SEAL"
MARTHA LOPEZ
Notary Public, State of Illinois
My Commission Expires 03/14/2023

My Commission expires: _____

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

THE EAST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-014

PARCEL 2:

THE WEST 329.36 FEET OF THE EAST 658.72 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-013

PARCEL 3:

THE WEST 329.36 FEET OF THE EAST 988.08 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-012

PARCEL 4:

THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 988.08 FEET THEREOF) IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-011

PARCEL 5:

THE EAST 329.36 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-010

PARCEL 6:

THE WEST 329.36 FEET OF THE EAST 658.72 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-009

PARCEL 7:

THE WEST 329.36 FEET OF THE EAST 988.08 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-008

PARCEL 8:

THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN,
(EXCEPT THE EAST 988.08 FEET THEREOF) IN WILL COUNTY, ILLINOIS.
PIN No. 01-22-400-007

PARCEL 9:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37
NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST
328.81 FEET THEREOF) IN WILL COUNTY, ILLINOIS.
PIN No. 01-22-300-015