

Created: 12/4/13
Last revised: 5/22/14

**PROPERTY ADDRESS:
Northwest Corner of Mill
Street and Commons Road
Naperville, IL 60563**

**P.I.N.
See Exhibit “A”**

**RETURN TO:
CITY Clerk
400 South Eagle Street
Naperville, IL 60540**

ANNEXATION AGREEMENT
HARBORCHASE OF NAPERVILLE

THIS ANNEXATION AGREEMENT is entered into this ____ day of _____, 2014 (hereinafter referred to as 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 HARBOR RETIREMENT ASSOCIATES with offices at 1440 Highway A1A, Vero Beach, FL 32963 (hereinafter referred to as “OWNER” and “DEVELOPER”).

RECITALS

WHEREAS, the OWNER is the owner of record of all of the real property described in **EXHIBITS “A” AND “B”**, attached hereto and incorporated herein by reference, 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 have signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk, for all of the territory described in

EXHIBITS “A” AND “B”, which territory is situated in the unincorporated area of the County of DuPage, Illinois, and is presently contiguous to the CITY; 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, the General Conditions and attached Special Conditions, incorporated herein by reference, which together constitute the terms and conditions of this Agreement; 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 a conditional use in the OCI (Office, Commercial and Institutional) District of the CITY’S Zoning Ordinance for a convalescent or nursing home and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents and 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, in reliance upon the continued effectiveness of the CITY’S existing ordinances, codes and regulations for the period specified in this Agreement, the CITY and the OWNER and DEVELOPER are willing to undertake certain obligations as set forth in this Agreement and have materially changed their positions in reliance upon the undertakings provided herein; and

WHEREAS, the CITY, 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 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 In the event all fees are not paid or all documents are not received by the City from OWNER and DEVELOPER within one (1) year of the EFFECTIVE DATE of this Agreement, this Agreement shall be null and void and all rights and obligations hereunder shall then terminate.

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 residential uses which comply with the density limitations specified in the then-current existing Comprehensive Plan for the land uses including the zoning classification applicable to the SUBJECT PROPERTY.

G3.0 ANNEXATION AND PERMIT FEES.

G3.1 The OWNER and DEVELOPER have paid all applicable annexation and permit 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 The OWNER and DEVELOPER shall, at sole cost and expense, construct and install, or pay the cost of the installation of sidewalks along the entire frontage of collector and arterial rights-of-way adjacent to the SUBJECT PROPERTY in accordance with the CITY of Naperville Municipal Code, as amended from time to time.

G6.2 At the time of Final Plat approval for those portions of the SUBJECT PROPERTY adjacent to the collector and/or arterial rights-of-way the OWNER and DEVELOPER shall, at the sole discretion of the CITY,

1. construct sidewalks along said roadway or
2. pay to the CITY the estimated costs of the construction of the sidewalks along said roadways.

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, as shown on the Preliminary Plat of Subdivision which is attached hereto.

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 Prior to the construction of any such extension, and upon the written request of the OWNER and DEVELOPER, the CITY shall enter into a cost recapture agreement, in a form acceptable to the City Attorney, which shall be recorded against title for the properties reasonably expected to benefit from the extension of the water distribution system and sanitary sewer collection system.

G8.3 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 to supply water and collection facilities thereto to the same extent as may be supplied to other structures and areas within the CITY.

G8.4 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.

G8.5 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. 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 infrastructure availability charges, 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 (2) years of the term of this Agreement, the provisions of then-current 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, 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 EFFECTIVE DATE of this Agreement shall be exempt from the provisions of G14.

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.

G.15.1 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 specified in Section S6.0 of this Agreement.

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 specified in Section S7.0 of this Agreement.

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 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 of the OWNER and DEVELOPER.

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 and shall be binding upon and inure to the benefit of the parties hereto, grantees, successors in interest, assignees, heirs, executors, or lessees, and upon any successor CITY officials and successor municipalities for a period of ten (10) years from the date of execution of this Agreement.

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

G19.3 The Owner and Developer shall be jointly and severally liable for all obligations hereunder. 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 or DEVELOPER shall survive the termination or expiration of this Agreement.

G19.5 If the SUBJECT PROPERTY is not annexed to the CITY within 365 days after the Effective Date of this Agreement, this Agreement shall become null and void without any further action by the CITY.

G20.0 CONTINUING RESPONSIBILITY.

G20.1 If the OWNER or DEVELOPER sells or conveys all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNER's 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 or 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 either the OWNER or 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's and DEVELOPER's obligations contained in this Agreement as required by CITY ordinance, policy, or regulation.

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 or 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's and DEVELOPER's control" if committed, omitted or caused by OWNER and DEVELOPER, OWNER's 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.

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 this annexation. OWNER and DEVELOPER agree to hold the CITY harmless and to reimburse the CITY for any and all expenses incurred by the CITY for said defense including 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.

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 exact 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 GOVERNING LAW

G30.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

G31.0 ENTIRE AGREEMENT

G31.1 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.

G32.0 AUTHORIZATIONS

G32.1 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 City Manager 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.

G33.0 SURETY.

G33.1 All improvements required to be done by the DEVELOPER of any Phase of the DEVELOPER’S PROPERTY shall be secured by a 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.

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

To the extent that there is any inconsistency between the terms or conditions of the following Special Conditions and the General Conditions, 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 OCI (Office, Commercial and Institutional) District.

S1.2 A plat of annexation prepared by CEMCON, Ltd., dated October 9, 2013, last revised January 15, 2014, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT “C”**.

S2.0 ANNEXATION AND PERMIT FEES.

S2.1 The Annexation Fee calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code for the SUBJECT PROPERTY is \$600. The Annexation Fee has been paid.

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:

Recapture Fees: Roadway Improvements for West Street and Commons Road to be reimbursed to the City of Naperville

Total Amount Due: \$106,617.98

Due: Prior to Recording of the Annexation Agreement

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:

Harbor Retirement Associates
1440 Highway A1A
Vero Beach, Florida 32963
Attention: Charles Jennings

WITH COPIES TO:

Foley & Lardner, LLP
111 North Orange Avenue, Suite 1800
Orlando, Florida 32801
Attention: Michael Okaty, Esq.

IF TO THE DEVELOPER:

Harbor Retirement Associates
1440 Highway A1A
Vero Beach, Florida 32963
Attention: Charles Jennings

WITH COPIES TO:

Foley & Lardner, LLP
111 North Orange Avenue, Suite 1800
Orlando, Florida 32801
Attention: Michael Okaty, Esq.

S5.0 FIRES 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.

S5.2 At the time of annexation, no structures are located on the SUBJECT PROPERTY.

S6.0 EMERGENCY ACCESS.

S6.1 OWNER and DEVELOPER agrees to construct, at OWNER's and DEVELOPER's cost, two points of access for emergency vehicles when construction begins; said accesses will be maintained until the roadways are completed. Said emergency access shall consist of a hard surface with binder course and a minimum structural number of 2.36.

S7.0 PLAT APPROVAL.

S7.1 In lieu of the provisions of the CITY's ordinances and in order to accomplish the reclassification of the SUBJECT PROPERTY as shown on the Preliminary Plat, marked as **EXHIBIT "D,"** the CITY approves such exhibit and the same shall constitute and satisfy all of the requirements for the Preliminary Plat for the SUBJECT PROPERTY as defined in the ordinances of the CITY. Such preliminary approval shall be valid for a period of five (5) years from the EFFECTIVE DATE of this Agreement unless a final plat is recorded prior to the expiration of said five (5) period. All final plats and supporting data shall be submitted in accordance with said development and Subdivision Control Regulation provisions.

S8.0 SCHOOL AND PARK DONATIONS.

S8.1 OWNER and DEVELOPER agree to abide by the school and park donation ordinances of the CITY. All school and park donation requirements shall be met by the cash-in-lieu payment as assessed at the time of Final Subdivision Plat approval. OWNER and DEVELOPER acknowledge that the school and park donations established herein are done so pursuant to City of Naperville Ordinance and Code provisions and agrees that payment of said amount(s) shall not be paid under protest.

S8.2 School Donation: The school donation for the SUBJECT PROPERTY calculated in accordance with the table depicted on **EXHIBIT “E₁”** attached hereto and incorporated herein by reference is based on 95 Efficiency Apartment units which calculates to 0.00 acres of land or a cash contribution of \$0.00.

S8.3 Park Donation: For the purpose of determining the park donation for the SUBJECT PROPERTY, the total number of beds, which is 122, is divided in half to determine the effective number of Efficiency Apartment units. The park donation calculated in accordance with the table depicted on **EXHIBIT “E₂”**, attached hereto and incorporated herein by reference, is based on 61 Efficiency Apartment units and a fifty percent reduction granted by the Naperville Park District due to the nature of the development as a convalescent or nursing home which calculates to 0.3174 acres of land or a cash contribution of \$102,710.64. The OWNER and DEVELOPER will meet the required park donation by payment of the cash in-lieu-of-land contribution of \$102,710.64. OWNER and DEVELOPER acknowledge that the park donation established herein is done so pursuant to City of Naperville ordinance and Code provisions and agree that payment of said amount shall not be paid under protest and shall be paid prior to recording the Preliminary/Final Subdivision Plat for the SUBJECT PROPERTY.

S9.0 SIDEWALKS.

S9.1 The OWNER and DEVELOPER agree to install public sidewalk, at the OWNER'S and DEVELOPER'S sole cost, across the Mill Street and West Street frontages of the SUBJECT PROPERTY prior to issuance of the final occupancy permit or three (3) years after the EFFECTIVE DATE of this Agreement, whichever occurs first.

S10.0 RIGHT-OF-WAY DEDICATION.

S10.1 OWNER and DEVELOPER shall dedicate seventeen (17) feet of property along the Mill Street frontage of the SUBJECT PROPERTY for right-of-way as depicted on Exhibit "D", at no cost to the CITY in compliance with the provisions of G27.0 above. Failure to comply with the timing requirements set forth in Section G27.0 above shall not relieve the OWNER and DEVELOPER of the obligations set forth in this Section 10.

S10.2 OWNER and DEVELOPER shall dedicate a fifty (50) foot cut corner at the northwest corner of Mill Street and Commons Road for right-of-way as depicted on Exhibit "D", at no cost to the CITY in compliance with the provisions of G27.0 above.

S10.3 Failure to comply with the timing requirements set forth in Section G27.0 above shall not relieve the OWNER and DEVELOPER of the obligations set forth in this Section 10, and the provisions in this Section 10 shall survive the expiration or termination of this Agreement.

S11.0 TRAFFIC SIGNAL INSTALLATION AT MILL STREET AND COMMONS ROAD.

S11.1 OWNER and DEVELOPER shall pay the CITY for twenty-five percent (25%) of the engineering and construction costs of a traffic signal, including reasonable associated roadway improvements, at Mill Street and Commons Road at such time that said signal is warranted and construction commenced. Said twenty-five percent (25%) (hereinafter "Developer Share") shall be based on costs in effect at the time of construction. The DEVELOPER shall post a letter of credit or performance bond in the amount of \$88,750 to cover the Developer Share in a form approved by the City Attorney prior to issuance of an occupancy

permit on the SUBJECT PROPERTY. The letter of credit or performance bond may be released at such time as the Traffic Signal is fully installed and approved by the City Engineer unless the Traffic Signal is not installed, or commenced to be installed, within twenty (20) years of the Effective Date of this Agreement. The obligation to reimburse the City for the Developer Share shall be binding upon the OWNER and DEVELOPER and their respective successors and assigns for twenty (20) years from the Effective Date of this Agreement (or longer if construction has commenced within twenty years) whether or not the letter of credit or performance bond remains in place during that time. The OWNER and DEVELOPER and their respective successors and assigns shall be liable for any amount of the Developer Share not paid by the letter of credit or performance bond and for any amounts not covered by the letter of credit or performance bond. The OWNER and DEVELOPER shall pay the City's attorneys' fees and costs for enforcement of the provisions of this Section 11. The provisions contained in this Section 11.1 will survive the expiration or termination of this Agreement.

S12.0 PARK DISTRICT ANNEXATION.

S12.1 The SUBJECT PROPERTY is annexed into the Naperville Park District therefore the provisions of G4.0 do not apply.

~ 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: _____
A. George Pradel
Mayor

Attest
By: _____
Pam LeFeber, Ph.D.
City Clerk

State of Illinois)
)
County of DuPage)

The foregoing instrument was acknowledged before me by A. George Pradel, Mayor, and Pam LaFeber, City Clerk, this _____ day of _____, 20__.

Notary Public

-seal-

OWNER

Harbor Retirement Associates
1440 Highway A1A
Vero Beach, Florida 32963

By: _____
Charles Jennings
Chief Development Officer

Attest

By: _____

State of Illinois)
)
County of _____)

The foregoing instrument was acknowledged before me by _____,
_____, and _____, this
_____ day of _____, 20__.

Notary Public

-seal-

DEVELOPER

Harbor Retirement Associates
1440 Highway A1A
Vero Beach, Florida 32963

By: _____
Charles Jennings
Chief Development Officer

Attest
By: _____

State of Illinois)
)
County of _____)

The foregoing instrument was acknowledged before me by _____,
_____, and _____, this
_____ day of _____, 20__.

Notary Public

-seal-

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

**HarborChase of Naperville
Parcel Identification Numbers**

07-12-200-004

07-12-200-005

07-12-200-006

07-12-200-007

07-12-200-008

07-12-200-009

07-12-200-023

07-12-200-024

07-12-200-025

07-12-200-026

07-12-200-027

07-12-200-028

07-12-200-029

07-12-201-019

07-12-201-020

07-12-201-021

07-12-201-022

07-12-201-023

07-12-201-024

07-12-201-026

07-12-201-027

07-12-201-028

07-12-201-029

07-12-201-030

07-12-201-031

07-12-201-032

07-12-201-033

LEGAL DESCRIPTION

LOT 1 (EXCEPT THE EAST 128.2 FEET THEREOF AS MEASURED ON THE NORTH AND SOUTH LINES) IN BLOCK 5 IN ARTHUR T. MCINTOSH AND COMPANY'S OGDEN HIGHLANDS, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 7 AND IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1925 AS DOCUMENT 195889, IN DUPAGE COUNTY, ILLINOIS.

THAT PART OF VACATED ALLEYS AND VACATED EWING STREET IN BLOCKS 11 AND 12, AND THAT PART OF LOTS IN SAID BLOCKS, ALL LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT THAT IS 14.64 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 1 IN SAID BLOCK 11 (AS MEASURED ON THE EAST LINE THEREOF); THENCE WESTERLY TO A POINT ON THE WEST LINE OF LOT 7 IN SAID BLOCK 12 THAT IS 42.28 FEET NORTH OF THE SOUTHWEST CORNER THEREOF (AS MEASURED ALONG SAID WEST LINE), ALL IN NAPER VILLA MANOR, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 1 AND PART OF THE NORTH HALF OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1926 AS DOCUMENT 213969, IN DUPAGE COUNTY, ILLINOIS.

PIN(s): 07-12-200-004; 07-12-200-005; 07-12-200-006; 07-12-200-007; 07-12-200-008; 07-12-200-009; 07-12-200-023; 07-12-200-024; 07-12-200-025; 07-12-200-026; 07-12-200-027; 07-12-200-028; 07-12-200-029; 07-12-201-019; 07-12-201-020; 07-12-201-021; 07-12-201-022; 07-12-201-023; 07-12-201-024; 07-12-201-026; 07-12-201-027; 07-12-201-028; 07-12-201-029; 07-12-201-030; 07-12-201-031; 07-12-201-032; 07-12-201-033

ADDRESS: N/A (Vacant / Undeveloped)

PLAT OF ANNEXATION TO THE CITY OF NAPERVILLE

BEING PART OF THE SOUTH HALF OF SECTION 1 AND PART OF THE NORTH HALF OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

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

AREA SUMMARY	
GROSS	= 0.785 Ac.
R.O.W.	= 0.865 Ac.
NET	= 6.630 Ac.
(More or Less)	

40 20 0 40
SCALE: 1" = 40'

PARCEL INDEX NUMBERS	
07-12-200-004	
07-12-200-005	
07-12-200-006	
07-12-200-007	
07-12-200-008	
07-12-200-009	
07-12-200-023	
07-12-200-024	
07-12-200-025	
07-12-200-026	
07-12-200-027	
07-12-200-028	
07-12-200-029	
07-12-201-019	
07-12-201-020	
07-12-201-021	
07-12-201-022	
07-12-201-023	
07-12-201-024	
07-12-201-026	
07-12-201-027	
07-12-201-028	
07-12-201-029	
07-12-201-030	
07-12-201-031	
07-12-201-032	
07-12-201-033	

VACANT LAND ADJACENT TO WEST STREET, COMMONS DRIVE & MILL STREET, NAPERVILLE, ILLINOIS

LOT 1 CENTURY FARMS WATER TOWER PER DOC. R2011-104245

CONESTOGA ROAD

ANNEXED PER ORDINANCE 221.88 (PER CITY OF NAPERVILLE ANNEXATION BY ORDINANCE MAP, LAST REVISED SEPTEMBER 2005, OBTAINED ON CITY OF NAPERVILLE WEBSITE)

LOT 222 CENTURY FARMS UNIT 2 PER DOC. R98-117268

ANNEXED PER ORDINANCE 74-42 (PER CITY OF NAPERVILLE ANNEXATION BY ORDINANCE MAP, LAST REVISED SEPTEMBER 2005, OBTAINED ON CITY OF NAPERVILLE WEBSITE)

PARCEL RESERVED FOR SCHOOL SITE AND BURYING GROUND PER DOCS. 9448 & 21135

ANNEXED PER ORDINANCE 221.88 (PER CITY OF NAPERVILLE ANNEXATION BY ORDINANCE MAP, LAST REVISED SEPTEMBER 2005, OBTAINED ON CITY OF NAPERVILLE WEBSITE)

LOT 59 CENTURY FARMS UNIT 1 PER DOC. R97-92072

COMMONS ROAD

LOT 1 CENTURY FARMS UNIT 1 PER DOC. R97-92072

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS))
COUNTY OF DUPAGE))
THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D., 20____, AT _____ O'CLOCK _____ M., AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____
COUNTY RECORDER

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS))
COUNTY OF DUPAGE))
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS, AT A MEETING HELD THE _____ DAY OF _____, A.D., 20____.
BY: _____ MAYOR ATTEST: _____ CITY CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS))
COUNTY OF DUPAGE))
THIS IS TO CERTIFY THAT I, PETER A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE CITY OF NAPERVILLE & BASED ON PUBLIC RECORD.
DATED THIS _____ DAY OF _____, 20____.

PETER A. BLAESER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2014
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937
EXPIRES APRIL 30, 2015

SURVEYOR'S NOTES

ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.
THE BEARINGS SHOWN HEREON ARE BASED ON THE RECORD ASSESSMENT PLAT.
THERE ARE NO ELECTORS THAT RESIDE ON THE PROPERTY ANNEXED HEREBY.
THERE ARE NO HABITABLE STRUCTURES ON THE PROPERTY ANNEXED HEREBY.
DIMENSIONS ENCLOSED IN () INDICATE RECORD OR DEED DATA. ALL OTHER DIMENSIONS ARE RECORD - MEASURED OR MEASURED.

LINE/ABBREVIATION LEGEND

- LIMITS OF ANNEXATION (Heavy Solid Line)
- ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE (Light Solid Line)
- EXISTING CITY LIMITS OF NAPERVILLE (Solid Lines)
- R.O.W. - RIGHT OF WAY

LEGAL DESCRIPTION

THAT PART OF VACATED ALLEYS AND VACATED EWING STREET IN BLOCKS 11 AND 12, AND THAT PART OF LOTS IN SAID BLOCK, ALL LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT THAT IS 14.64 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 1 IN SAID BLOCK 11 (AS MEASURED ON THE EAST LINE THEREOF); THENCE WESTERLY TO A POINT ON THE WEST LINE OF LOT 7 IN SAID BLOCK 12 THAT IS 42.28 FEET NORTH OF THE SOUTHWEST CORNER THEREOF (AS MEASURED ALONG SAID WEST LINE), ALL IN NAPER VILLA MANOR, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 1 AND PART OF THE NORTH HALF OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1926 AS DOCUMENT 213969, AND ALSO THAT PART OF COMMONS STREET LYING ADJACENT TO AND CONTIGUOUS WITH THE ABOVE DESCRIBED PROPERTY, IN DUPAGE COUNTY, ILLINOIS.

OWNER/PREPARED FOR:
HARBOR RETIREMENT ASSOCIATES
1440 HIGHWAY A1A
VERO BEACH, FLORIDA 32963



PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9875
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cec@cemcon.com Website: www.cemcon.com

DISC NO.: P/814001 FILE NAME: ANNEX
DRAWN BY: KOA FLD. BK. / PC. NO.: 786/5-8
COMPLETION DATE: 10-09-2013 JOB NO.: 814.001
REVISED: 11-28-13/KOA PER REVIEW LETTER DATED 11-1-13
REVISED: 12-08-13/KOA PER REVIEW
REVISED: 12-13-13/KOA PER REVIEW LETTER DATED 12-12-13
REVISED: 01-15-14/KOA PER REVIEW LETTER DATED 01-02-14

HARBORCREEK OF NAPERVILLE PLAT OF ANNEXATION
CITY OF NAPERVILLE PROJECT NO.: 13-10000131

**PRELIMINARY/FINAL PLAT OF SUBDIVISION
FOR
HARBORCHASE OF NAPERVILLE**

BEING PART OF THE SOUTH HALF OF SECTION 1 AND PART OF THE
NORTH HALF OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

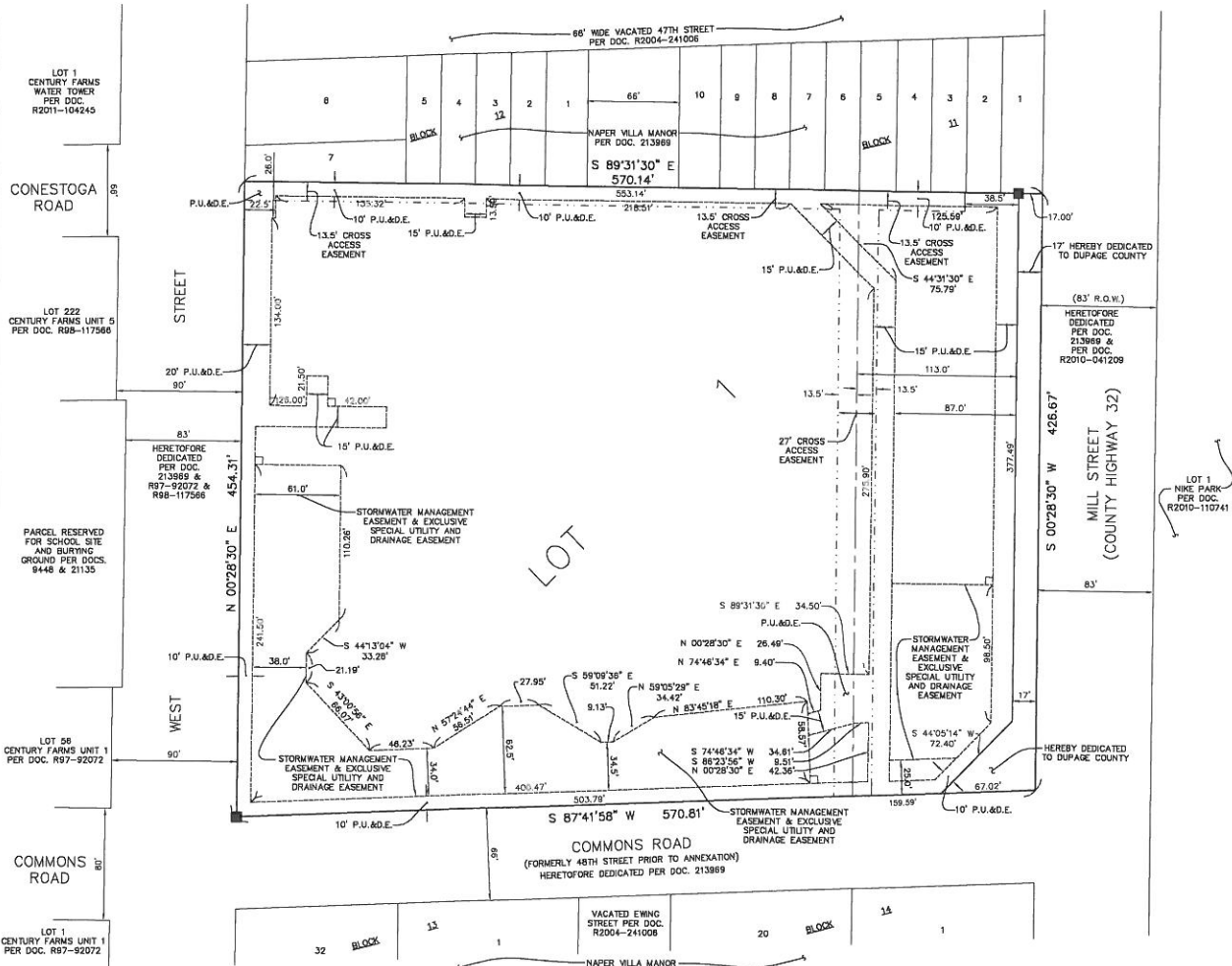
THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY AND RETURN TO:
NAME: _____
ADDRESS: 400 S. EAGLE STREET
NAPERVILLE, IL
60540

0 20 0 40
SCALE: 1 INCH = 40 FEET

PARCEL INDEX NUMBERS

- 07-12-200-004
- 07-12-200-005
- 07-12-200-006
- 07-12-200-007
- 07-12-200-008
- 07-12-200-009
- 07-12-200-010
- 07-12-200-011
- 07-12-200-012
- 07-12-200-013
- 07-12-200-014
- 07-12-200-015
- 07-12-200-016
- 07-12-200-017
- 07-12-200-018
- 07-12-200-019
- 07-12-200-020
- 07-12-200-021
- 07-12-200-022
- 07-12-200-023
- 07-12-200-024
- 07-12-200-025
- 07-12-200-026
- 07-12-200-027
- 07-12-200-028
- 07-12-200-029
- 07-12-200-030
- 07-12-200-031
- 07-12-200-032
- 07-12-200-033

VACANT LAND ADJACENT TO
WEST STREET, COMMONS
DRIVE & MILL STREET,
NAPERVILLE, ILLINOIS



LOT 1
CENTURY FARMS
WATER TOWER
PER DOC. R2011-104245

LOT 222
CENTURY FARMS UNIT 5
PER DOC. R08-117568

HERE TOFORE
DEDICATED
PER DOC.
213889 &
R07-92072 &
R08-117568

PARCEL RESERVED
FOR SCHOOL, SITE
AND BURNING
GROUND PER DOCS.
8446 & 21135

LOT 28
CENTURY FARMS UNIT 1
PER DOC. R97-92072

COMMONS
ROAD

LOT 1
CENTURY FARMS UNIT 1
PER DOC. R97-92072

AREA SUMMARY		
PARCEL	AREA (SQ. FT.)	AREA (ACRES)
LOT 1	242,630	5.070
R.O.W. DEDICATION	8,509	0.195
TOTAL	251,139	5.765

EASEMENT AREA SUMMARY		
EASEMENT	AREA (SQ. FT.)	AREA (ACRES)
STORMWATER MGMT./EXCL. SPCL. UTIL. AND DRNG.	38,830	0.886
PUBLIC UTILITY AND DRAINAGE	32,750	0.753
CROSS ACCESS	18,273	0.419

PREPARED FOR:
HARBOR RETIREMENT ASSOCIATES
1440 HIGHWAY A1A
VERO BEACH, FLORIDA 32963

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9875 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: ccd@cemcon.com Website: www.cemcon.com

DISK NO.: 814001 FILE NAME: SUBPLAT
DRAWN BY: JH FLD. BK. / PC. NO.: 785
COMPLETION DATE: 10-9-13 JOB NO.: 814.001
PROJECT REFERENCE: N/A
REVISED: 11-28-13/KDA PER REVIEW LETTER DATED 11-1-13
REVISED: 12-13-13/KDA PER REVIEW LETTER DATED 12-12-13
REVISED: 01-10-14/KDA PER REVIEW LETTER DATED 01-02-14

HARBORCHASE OF NAPERVILLE PLAT OF SUBDIVISION
CITY OF NAPERVILLE PROJECT NO. 13-10000131

SHEET 1 OF 3

- NOTES**
- 3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.
 - ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
 - DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.
 - DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE RECORD OR MEASURED OR MEASURED.
 - ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.
 - THE BEARINGS SHOWN ARE BASED UPON WEST LINE MILL STREET R.O.W. BEING S 00°28'30" W (ASSUMED).
 - ALL EASEMENTS DEPICTED ON THE PLAT MAP ARE FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES UNLESS OTHERWISE NOTED. REFER TO THE PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS STATEMENT ON SHEET 3 FOR SPECIFIC TERMS AND CONDITIONS.
 - ALL STREET RIGHTS OF WAY NOTED ON THIS PLAT AS "HEREBY DEDICATED" ARE HEREBY DEDICATED, CONVEYED & TRANSFERRED TO DUPAGE COUNTY FOR PUBLIC RIGHT OF WAY PURPOSES.
 - WATER & SANITARY MAINS ARE PUBLICLY OWNED & MAINTAINED; WATER & SANITARY SERVICES ARE PRIVATELY OWNED & MAINTAINED.

LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE (Thin Solid Line)
- BUILDING LINE (Long Dashed Line)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Line)
- CENTERLINE (Single Dotted Line)
- BORDERS/CORNERS ACCESS EASEMENT (Double Dotted Line)
- - SET CONCRETE MONUMENT
- ∟ - PERPENDICULAR/RIGHT ANGLE

ABBREVIATION TABLE

P.U.&D.E. - INDICATES PUBLIC UTILITIES AND DRAINAGE EASEMENT HEREBY GRANTED. (SEE PROVISIONS FOR DETAILS.)

- N. - NORTH
- E. - EAST
- S. - SOUTH
- W. - WEST
- R.O.W. - RIGHT-OF-WAY
- DOC. - DOCUMENT
- F.N.A. - FORMERLY KNOWN AS

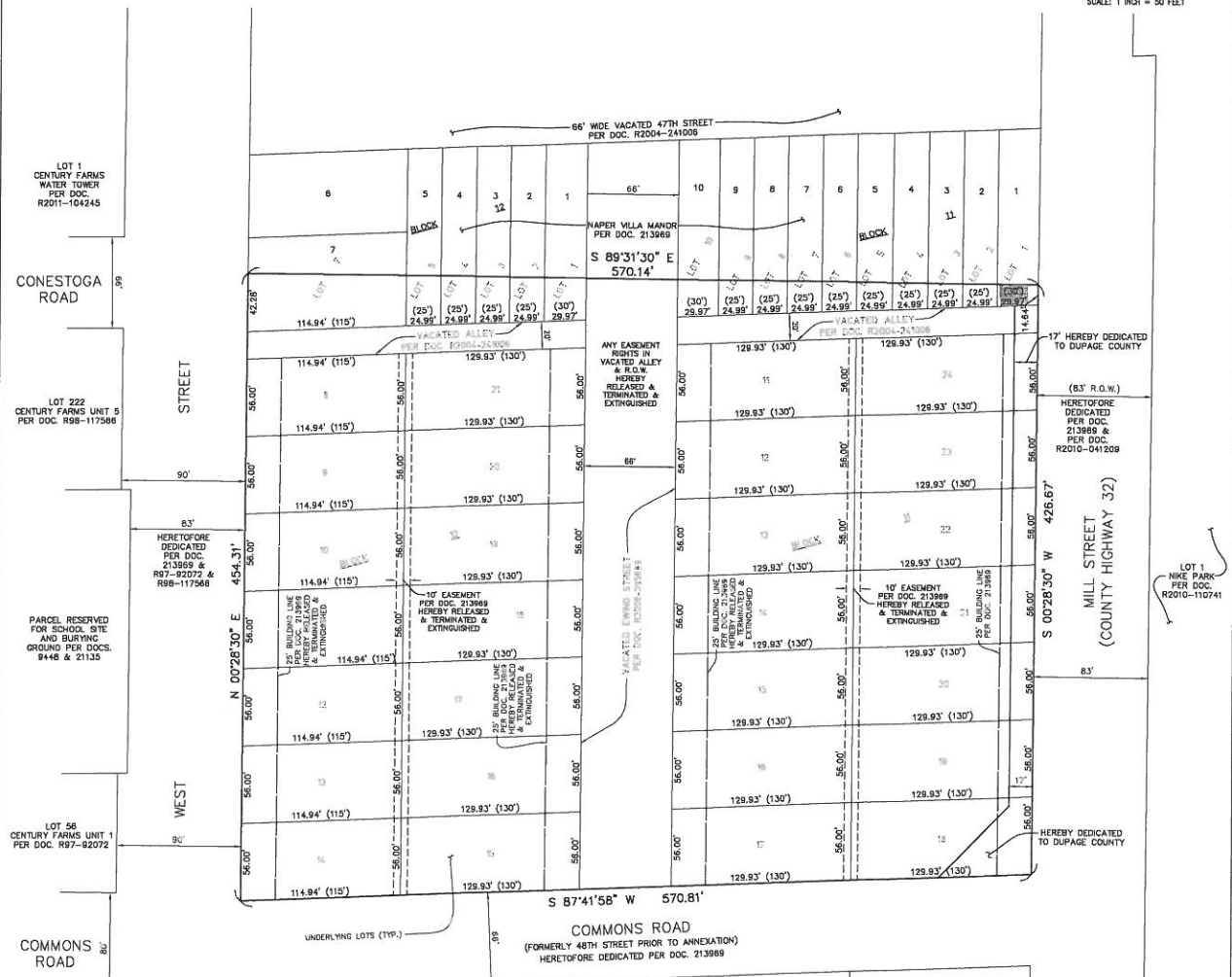
DRAWING DATE: 10/09/2013 10:58 AM

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DETAIL FOR EASEMENT & BUILDING LINE RELEASE



50 25 0 50
SCALE: 1 INCH = 50 FEET



LOT 1
CENTURY FARMS UNIT 1
PER DOC. R97-82072

LOT 56
CENTURY FARMS UNIT 1
PER DOC. R97-82072

PARCEL RESERVED
FOR SCHOOL, SITE
AND BURYING
GROUND PER DOCS.
9448 & 21135

LOT 222
CENTURY FARMS UNIT 5
PER DOC. R98-117586

LOT 1
CENTURY FARMS
WATER TOWER
PER DOC.
R2011-104245

LOT 1
NIKE PARK
PER DOC.
R2010-110741

HEREFORE DEDICATED
PER DOC. 213989 &
R97-82072 &
R98-117586

HEREFORE DEDICATED
PER DOC. 213989 &
R2010-041209

HEREFORE DEDICATED
TO DUPAGE COUNTY

HEREFORE DEDICATED
TO DUPAGE COUNTY

COMCAST CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
SS
RELEASE OF THAT PART OF THE EASEMENT SHOWN AND DESCRIBED
HEREON APPROVED AND ACCEPTED
THIS _____ DAY OF _____, A.D., 20____.

COMCAST
BY: _____
ITS: _____
TITLE: _____

WIDOPEN WEST ILLINOIS, LLC CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
SS
RELEASE OF THAT PART OF THE EASEMENT SHOWN AND DESCRIBED HEREON
APPROVED AND ACCEPTED
THIS _____ DAY OF _____, A.D., 20____.

WIDOPEN WEST ILLINOIS, LLC
BY: _____
ITS: _____
TITLE: _____

NICOR GAS COMPANY

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
SS
RELEASE OF THAT PART OF THE EASEMENT SHOWN AND DESCRIBED HEREON
APPROVED AND ACCEPTED THIS _____ DAY OF _____, A.D., 20____.

NICOR GAS COMPANY
BY: _____
TITLE: _____

NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES- ELECTRIC

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS
RELEASE OF THAT PART OF THE EASEMENT SHOWN AND DESCRIBED HEREON
APPROVED AND ACCEPTED THE _____ DAY OF _____, A.D.,
20____.

NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-ELECTRIC
BY: _____
TITLE: DIRECTOR-DEPARTMENT OF PUBLIC UTILITIES-ELECTRIC

NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
SS
RELEASE OF THAT PART OF THE EASEMENT SHOWN AND DESCRIBED HEREON
APPROVED AND ACCEPTED THIS _____ DAY OF _____, A.D., 20____.

NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES
BY: _____
TITLE: _____

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
63052-9879 PH: 630.852.2100 FAX: 630.852.2199
E-Mail: code@cemcon.com Website: www.cemcon.com
DISC NO.: 814001 FILE NAME: SUBPLAT
DRAWN BY: JH FLD. BK. / PG. NO.: 759/28
COMPLETION DATE: 10-9-13 JOB NO.: 814.001
PROJECT REFERENCE:

HARBORCHASE OF NAPERVILLE PLAT OF SUBDIVISION
CITY OF NAPERVILLE PROJECT NO. 18-10000131

OWNER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF)
THIS IS TO CERTIFY THAT _____ IS THE OWNER OF PART OF THE PROPERTY DESCRIBED HEREIN, AND HAS CAUSED THE SAME TO BE SURVEYED AS SHOWN BY THE PLAT HEREON DRAWN FOR THE USES AND PURPOSES THEREIN SET FORTH AS ALLOWED AND PROVIDED BY STATUTES, AND THAT SAID CORPORATION, AS OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.
IN WITNESS WHEREOF _____ HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE AFFIXED THIS _____ DAY OF _____, A.D., 20____.

NOTARY'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF)
I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS, WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS OWNERS APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 20____.

SCHOOL DISTRICT BOUNDARY STATEMENT
STATE OF ILLINOIS)
COUNTY OF DuPAGE)
THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEFERS AND STATES AS FOLLOWS:
1. THAT _____ IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON THE SUBDIVISION PLAT HEREON DRAWN, WHICH HAS BEEN SUBMITTED TO THE CITY OF NAPERVILLE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE; AND
2. TO THE BEST OF THE 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 60540-6569

SURFACE WATER STATEMENT
STATE OF ILLINOIS)
COUNTY OF DU PAGE)
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, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.
DATED THIS _____ DAY OF _____, A.D., 20____.

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DU PAGE)
THIS IS TO CERTIFY THAT I, PETER A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:
THAT PART OF VACATED ALLEYS AND VACATED EWING STREET IN BLOCKS 11 AND 12, AND THAT PART OF LOTS IN SAID BLOCKS, ALL LYING SOUTH OF THE FOLLOWING DESCRIBED LINE BEGINNING AT A POINT THAT IS 14.84 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 1 IN SAID BLOCK 11 (AS MEASURED ON THE EAST LINE THEREOF) THENCE WESTERLY TO A POINT ON THE WEST LINE OF LOT 7 IN SAID BLOCK 12 THAT IS 42.28 FEET NORTH OF THE SOUTHWEST CORNER THEREOF (AS MEASURED ALONG SAID WEST LINE), THENCE S 88° 00' 00" E 111.12 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7, THENCE S 88° 00' 00" E 111.12 FEET TO THE POINT OF BEGINNING.
I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF NAPERVILLE WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12.6 AS HERETOFORE AND HEREAFTER ANCORDED AND THAT BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17043C0414 WITH AN EFFECTIVE DATE OF JULY 7, 2010, IT IS MY OPINION THAT NO PART OF SAID PROPERTY PLATTED HEREON IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY SAID FEMA MAP.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 2013.

MORTGAGEE CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF)
ST. CHARLES BANK & TRUST COMPANY, AS MORTGAGEE, UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED _____ A.D., 20____ AND RECORDED IN THE RECORDER'S OFFICE OF _____ COUNTY, ILLINOIS ON THE _____ DAY OF _____, MONTH _____, A.D., 20____ AS DOCUMENT NO. _____, HEREBY CONSENTS TO AND APPROVES THE SUBDIVISION OF THE LAND AND THE GRANTING OF THE EASEMENT(S) DEPICTED HEREON.
DATED THIS _____ DAY OF _____, A.D., 20____.

NOTARY'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF)
THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ (NAME) _____ (TITLE) OF _____ AND (NAME) _____ (TITLE) OF _____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____ (TITLE) AND (TITLE) RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID _____ AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 20____.

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

NOTARY'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF)
THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ (NAME) _____ (TITLE) OF _____ AND (NAME) _____ (TITLE) OF _____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____ (TITLE) AND (TITLE) RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID _____ AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 20____.

STORMWATER MANAGEMENT EASEMENT PROVISIONS
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF NAPERVILLE AND TO ITS SUCCESSORS AND ASSIGNS OVER THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" OR "SME" ON THE PLAT HEREON DRAWN FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE STORM SEWERS AND THE STORMWATER MANAGEMENT AREAS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, FITCHES, SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENT, NO CHANGES TO THE TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES INCLUDING ANY AREAS SHOWN ON THIS PLAT WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY ENGINEER, BUT SAME MAY BE USED FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.
THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER DETENTION MANAGEMENT AREA AND APPURTENANCES. THE CITY OF NAPERVILLE WILL PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE CITY ENGINEER OF THE CITY OF NAPERVILLE.

CROSS ACCESS EASEMENT PROVISIONS
PERPETUAL, NONEXCLUSIVE CROSS ACCESS EASEMENTS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ARE HEREBY DECLARED, RESERVED AND GRANTED OVER AREAS DESIGNATED ON LOT 1 HEREON DRAWN FOR THE USE OF THE OWNER'S AND THEIR SUCCESSORS, ASSIGNS, TENANTS, LICENSEES, INVITEES, AND EMPLOYEES ON, OVER, THROUGH, ALONG AND ACROSS ALL OVER AREAS.
EXCLUSIVE SPECIAL UTILITY AND DRAINAGE EASEMENT PROVISIONS
ALL EASEMENTS INDICATED AS "EXCLUSIVE SPECIAL UTILITY AND DRAINAGE EASEMENTS" ARE HEREBY RESERVED FOR AND GRANTED EXCLUSIVELY TO THE CITY OF NAPERVILLE, ITS SUCCESSORS, ASSIGNS, TO SURVEY, CONSTRUCT, RECONSTRUCT, TEST, REPAIR, INSPECT, MAINTAIN, OPERATE, AND PATROL VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, INCLUDING IN-WATER, SEWER AND DRAINAGE OR STORMWATER SYSTEMS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, DUCTBANS, MAINS, VALVE VAULTS, HYDRANTS, CATCH BASINS, CONNECTIONS, APPLIANCES, APPURTENANCES, AND OTHER STRUCTURES AS MAY BE DEEMED NECESSARY BY THE CITY OR ITS DESIGNER FOR THE PURPOSES OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, OVER, UPON, ALONG, UNDER, OR THROUGH SAID EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.
THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF ANY OF THE UTILITIES OR SIDEWALKS. NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT. ALL DESIGNATED EASEMENTS MAY BE USED FOR GARDENS, SHRUBS AND/OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH ANY OF THE AFORESAID USES OR RIGHTS.
ALL CONSTRUCTION BY ANY ENTITY WITHIN THE EASEMENTS HEREBY GRANTED SHALL BE PERFORMED IN ACCORDANCE WITH THE VARIOUS REQUIREMENTS OF THE ORDINANCES AND REGULATIONS OF THE CITY OF NAPERVILLE.

CITY TREASURER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DU PAGE)
I, TREASURER FOR THE CITY OF NAPERVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.
DATED AT NAPERVILLE, ILLINOIS, THIS _____ DAY OF _____, A.D., 20____.

CITY COUNCIL CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DU PAGE)
APPROVED AND ACCEPTED BY THE CITY MANAGER AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS, AT A MEETING HELD
THE _____ DAY OF _____, A.D., 20____.

PLAN COMMISSION CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DU PAGE)
APPROVED BY THE CITY OF NAPERVILLE PLAN COMMISSION, AT A MEETING HELD
THE _____ DAY OF _____, A.D., 20____.

DUPAGE COUNTY CLERK'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DU PAGE)
I, _____ COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID FORFEITED TAXES, AND NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO RECEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.
I, FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS,
THIS _____ DAY OF _____, A.D., 20____.

DUPAGE COUNTY RECORDER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DU PAGE)
THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D., 20____, AT _____ O'CLOCK _____, M, AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____.
RECORDER OF DEEDS

DUPAGE COUNTY'S DIVISION OF TRANSPORTATION CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DU PAGE)
THIS PLAT HAS BEEN APPROVED BY THE DU PAGE COUNTY ENGINEER WITH RESPECT TO ROADWAY ACCESS TO _____ PURSUANT TO SECTION 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS" AS AMENDED.
DATED THIS _____ DAY OF _____, A.D., 20____.

DUPAGE COUNTY ENGINEER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DU PAGE)
THIS PLAT HAS BEEN APPROVED BY THE DU PAGE COUNTY DIVISION OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY (NO. 32) (HILL STREET) PURSUANT TO 765 ILCS 205/2-1 (HILL STREET) PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY RIGHT-OF-WAY.
DATED THIS _____ DAY OF _____, A.D., 20____.

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS
EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF NAPERVILLE, ILLINOIS ("CITY") AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE CITY, INCLUDING BUT NOT LIMITED TO ILLINOIS BELL TELEPHONE COMPANY DBA AT ILLINOIS, NICOR GAS COMPANY, AND THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER AND THROUGH ALL OF THE AREAS MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR "PUEDE" ON THE PLAT FOR THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNAE TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCHBASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.
THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.
UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF NAPERVILLE.

PREPARED BY:
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DISC NO: 814001 FILE NAME: SUBPLAT
DRAWN BY: JH FLD.BK / PG. NO: 756/28
COMPLETION DATE: 10-8-13 JOB NO: 814001
PROJECT REFERENCE:
HARBORCHABE OF NAPERVILLE PLAT OF SUBDIVISION
CITY OF NAPERVILLE PROJECT NO. 13-10000131

SHEET 3 OF 3
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School Donation Worksheet

Name of Subdivision HarborChase of Naperville

School Donation = **Land** 0.0000 **Cash** \$0.00 = Total Land x \$318,300.00

Type of Unit	Pre-School 0 - 4 Yrs	Elementary Grades K-5	Junior High Grades 6-8	High School Grades 9-12	Adults 18-up	Total per Unit						
Detached Single-family												
2-bedroom	0.120	0.000	0.411	0.000	0.138	0.000	0.222	0.000	1.856	0.000	2.746	0.000
3-bedroom	0.268	0.000	0.486	0.000	0.153	0.000	0.135	0.000	1.913	0.000	2.955	0.000
4-bedroom	0.371	0.000	0.702	0.000	0.259	0.000	0.242	0.000	1.985	0.000	3.532	0.000
5-bedroom	0.386	0.000	0.590	0.000	0.236	0.000	0.242	0.000	2.191	0.000	3.645	0.000
Attached Single-Family												
1-Bedroom										0.000		0.000
2-Bedroom	0.206	0.000	0.084	0.000	0.057	0.000	0.030	0.000	1.318	0.000	1.697	0.000
3-Bedroom	0.214	0.000	0.104	0.000	0.039	0.000	0.050	0.000	1.966	0.000	2.374	0.000
4-Bedroom	0.183	0.000	0.271	0.000	0.106	0.000	0.105	0.000	2.102	0.000	2.767	0.000
Apartments												
95 Efficiency									1.400	133.000	1.400	133.000
1-Bedroom	0.058	0.000	0.032	0.000	0.012	0.000	0.013	0.000	1.653	0.000	1.710	0.000
2-Bedroom	0.129	0.000	0.064	0.000	0.031	0.000	0.038	0.000	1.744	0.000	2.007	0.000
3-Bedroom	0.199	0.000	0.115	0.000	0.073	0.000	0.083	0.000	2.005	0.000	2.475	0.000
People Produced		0.000		0.000		0.000		0.000		133.000		133.000
									0.000			

Park Donation Worksheet

Name of Subdivision HarborChase of Naperville

	Land	Cash	
Park Donation =	0.6348	\$205,421.28	= Land Donation x \$323,600.00
50% Reduction =	0.3174	\$102,710.64	

Development will have 95 units with 122 beds total. Per the Naperville Park District, the effective number of Efficiency Apartment units is 61 which is equal to half the number of beds. A fifty percent reduction will be applied to the required donation due to the nature of the development as a convalescent or nursing home.

Type of Unit	Pre-School 0 - 4 Yrs	Elementary Grades K-5	Junior High Grades 6-8	High School Grades 9-12	Adults 18-up	Total per Unit	
Detached Single-family							
2-bedroom	0.127	0.000	0.327	0.000	0.102	0.000	0.118
3-bedroom	0.244	0.000	0.440	0.000	0.179	0.000	0.177
4-bedroom	0.348	0.000	0.522	0.000	0.235	0.000	0.265
5-bedroom	0.333	0.000	0.533	0.000	0.262	0.000	0.279
Attached Single-Family							
1-Bedroom						0.000	0.000
2-Bedroom	0.072	0.000	0.091	0.000	0.044	0.000	0.080
3-Bedroom	0.157	0.000	0.178	0.000	0.060	0.000	0.113
4-Bedroom	0.217	0.000	0.358	0.000	0.154	0.000	0.198
Apartments							
61 Efficiency						1.210	73.810
1-Bedroom	0.015	0.000	0.033	0.000	0.013	0.000	0.013
2-Bedroom	0.037	0.000	0.063	0.000	0.028	0.000	0.030
3-Bedroom	0.037	0.000	0.152	0.000	0.091	0.000	0.083
People Produced		0.000		0.000		0.000	73.810
							73.810