

P.I.N. 01-16-205-005
01-16-205-006
01-16-205-007

PREPARED BY:

CITY OF NAPERVILLE
LEGAL DEPARTMENT
630/420-4170

RETURN TO:

CITY OF NAPERVILLE
CITY CLERK'S OFFICE
P.O. BOX 3020
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60566-7020

LAURIE MCPHILLIPS 40P R 2006208014
Will County Recorder Page 1 of 40

PC2 Date 12/15/2006 Time 10 29.11
Recording Fees 60 75
IL Rental Hsng Support Prog. 0 00

P C Case 1540

ORDINANCE NO. 06 - 138

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT FOR THE PROPERTY
LOCATED AT 10300-10350 STATE ROUTE 59
COMMONLY KNOWN AS SADDLEWOOD COMMERCIAL COMPLEX**

WHEREAS, Saddlewood Naperville, LLC has petitioned the City of Naperville for annexation and zoning of the real property located at 10300-10350 State Route 59, commonly known as Saddlewood Commercial Complex, described in Exhibit A and depicted on Exhibit B ("Subject Property"), and

WHEREAS, the owner of the Subject Property is ready, willing, and able to enter into an annexation agreement and to perform the obligations as required, and

WHEREAS, the City Council of the City of Naperville has determined that it is in the best interest of the City of Naperville to enter into the Annexation Agreement attached as Exhibit C, and

WHEREAS, the petitioner and the City have fully complied with the statutory procedures for the approval and execution of the Annexation Agreement provided in state and local law

10F40

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule powers, as follows:

SECTION 1: The Mayor is authorized and directed to execute and the City Clerk is authorized and directed to attest the Annexation Agreement

SECTION 2: The City Clerk is authorized and directed to record a certified copy of the Annexation Agreement in the office of the Will County Recorder after its execution and attachment of all appropriate exhibits

SECTION 3 This Ordinance shall be in full force and effect upon its passage and approval

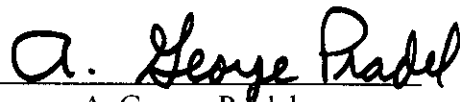
PASSED this 20th day of June, 2006

AYES FURSTENAU, KRAUSE, SENGER, WEHRLI, PRADEL, BOYAJIAN, ELLINGSON

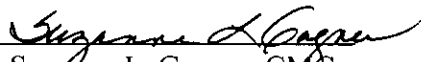
NAYS NONE

ABSENT MILLER, ROSANOVA

APPROVED this 21st day of June, 2006


A George Pradel
Mayor

ATTEST


Suzanne L. Gagner, CMC
City Clerk

R2006 - 208014

SADDLEWOOD COMMERCIAL COMPLEX

LEGAL DESCRIPTION

LOTS 3, 4 AND 5 IN OHTI SUBDIVISION, A RESUBDIVISION OF LOTS 132 AND 133, ANDERMANN ACRES UNIT NO FIVE, A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1987 AS DOCUMENT NO R87-36381, EXCEPTING THEREFROM THAT PART THEREOF DEDICATED TO THE STATE OF ILLINOIS BY DOCUMENT R94-92869, (SAID EXCEPTED PARCEL ALSO BEING DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREES 53 MINUTES 06 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 30 00 FEET, THENCE NORTH 46 DEGREES 39 MINUTES 35 SECONDS WEST 42.59 FEET TO THE NORTH LINE OF SAID LOT 3, THENCE NORTH 88 DEGREES 33 MINUTES 56 SECONDS EAST ALONG SAID NORTH LINE 30 00 FEET TO THE POINT OF BEGINNING,) ALL IN WILL COUNTY, ILLINOIS.

AND

THAT PART OF LOT 132 DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 132 AND RUNNING THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ON A CURVE HAVING A RADIUS OF 60 FEET AN ARC DISTANCE OF 118.15 FEET (THE LONG CHORD OF SAID CURVE BEING THE NORTH LINE OF ALICE LANE, AS DEDICATED IN SAID PLAT OF ANDERMANN ACRES, UNIT FIVE, SAID LONG CHORD MEASURING 99 97 FEET) THE CENTER OF THE ABOVE DESCRIBED CURVES BEING A POINT 0.19 FEET SOUTH OF THE CENTER LINE OF SAID ALICE LANE AND 50 11 FEET WEST OF THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE EXTENSION OF THE EAST LINES OF SAID LOTS 131 AND 132, ALL IN ANDERMANN ACRES, UNIT FIVE, A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 9, 1973 AS DOCUMENT R73-24098, IN WILL COUNTY, ILLINOIS.

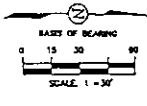
Permanent Index Numbers: 01-16-205-005-0000, 01-16-205-006-0000, and 01-16-205-007-0000

Common Street Address. 10300-10350 State Route 59 and 10331 Helene Avenue, Naperville, Illinois

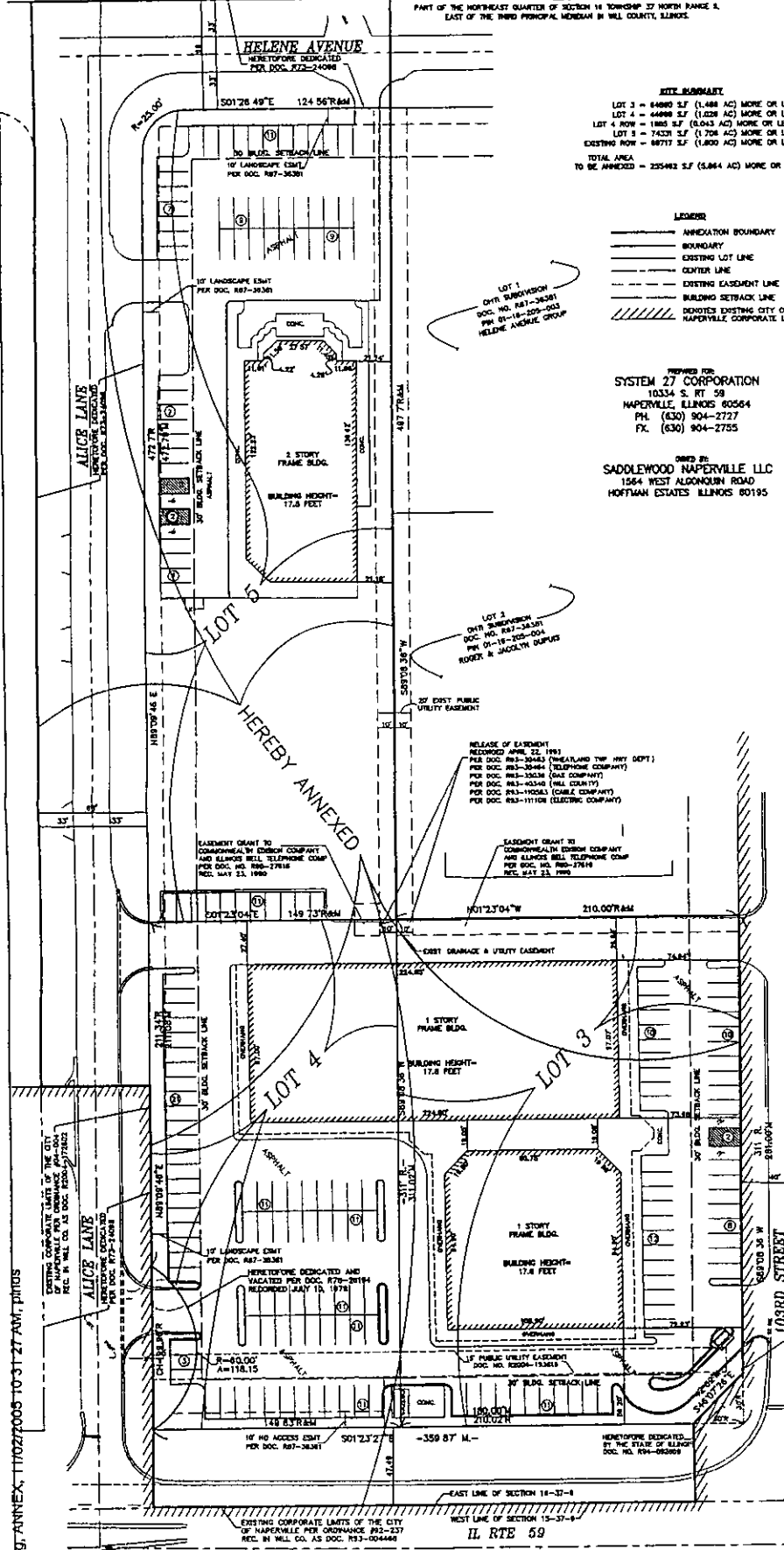
R2006-208014

PLAT OF ANNEXATION

OF PART OF THE NORTHEAST QUARTER OF SECTION 16 TOWNSHIP 37 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.



THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
NAME: HAPERVILLE CITY CLERK
ADDRESS: P.O. BOX 3025
400 S. CABLE STREET
HAPERVILLE, IL
60544-7020



LOT SUMMARY
 LOT 3 = 4480 S.F. (1.028 AC) MORE OR LESS
 LOT 4 = 4480 S.F. (1.028 AC) MORE OR LESS
 LOT 5 = 7420 S.F. (1.704 AC) MORE OR LESS
 EXISTING ROW = 8871 S.F. (2.030 AC) MORE OR LESS
 TOTAL AREA TO BE ANNEXED = 25462 S.F. (5.844 AC) MORE OR LESS

LEGEND
 - ANNEXATION BOUNDARY
 - BOUNDARY
 - EXISTING LOT LINE
 - CENTER LINE
 - EXISTING EASEMENT LINE
 - BUILDING SETBACK LINE
 - DOTTED EXISTING CITY OF HAPERVILLE CORPORATE LIMITS

- NOTES:**
- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL FRACTIONS THEREOF.
 - DIMENSIONS ALONG CURVED LINES ARE AND LENGTHS.
 - BASES OF BEARINGS THE BEARINGS SHOWN ON THE PLAT MAP ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 8 EAST, HAVING A BEARING OF N89°50'15"E.
 - THERE ARE HABITABLE STRUCTURES ON THE PROPERTY BUT NO ELECTROLES.

HAPERVILLE PARK DISTRICT, ILLINOIS
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE) SS
 THE PLAT OF ANNEXATION IS IDENTIFIED AS THAT REAL ESTATE INCORPORATED INTO AND MADE A PART OF THE HAPERVILLE PARK DISTRICT OF WILL AND DUPAGE COUNTIES.
 BY ORDINANCE NO. _____ ADOPTED BY THE BOARD OF PARK DISTRICT COMMISSIONERS.
 AT A MEETING HELD ON THE _____ DAY OF _____ A.D. 20____
 BY: _____ PRESIDENT ATTEST: _____ SECRETARY

CITY COUNCIL, ILLINOIS
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE) SS
 THE PLAT OF ANNEXATION IS IDENTIFIED AS THAT REAL ESTATE INCORPORATED INTO AND MADE A PART OF THE CITY OF HAPERVILLE OF WILL AND DUPAGE COUNTIES BY ORDINANCE NO. _____ ADOPTED BY THE CITY COUNCIL AT A MEETING HELD ON THE _____ DAY OF _____ A.D. 20____
 BY: _____ MAYOR ATTEST: _____ CITY CLERK

COUNTY SHERIFF'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF WILL) SS
 THE INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY ILLINOIS APPROXIMATELY ON THIS _____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____
 RECORDER OF DEEDS

HORNER'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE) SS
 I, CHARLES A. HORNER, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM EXISTING PUBLIC RECORDS FOR THE PURPOSE OF ANNEXING SAID PROPERTY.
 LOTS 3, 4 AND 5 IN OHTI SUBDIVISION, A REARRANGEMENT OF LOTS 34 AND 35, AND NEIGHBORING ACRES UNIT NO. 1994, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 1, 1981 AS DOCUMENT NO. 847-35414 EXCEPTING THEREFROM THAT PART THEREOF DEDICATED TO THE STATE OF ILLINOIS BY DOCUMENT NO. 847-35414, SAID EXCEPTED PARCELS, ALSO BEING DESCRIBED AS BEING PART OF THE NORTHEAST CORNER OF SAID LOT 3, THENCE OR AN ASSUMED BEARING OF NORTH 89 DEGREES 50 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 56.84 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 15 SECONDS EAST ALONG SAID NORTH LINE 56.84 FEET TO THE POINT OF BEGINNING; ALL IN WILL COUNTY, ILLINOIS.
 TOGETHER WITH ALL THAT PART OF ALICE LANE, LYING SOUTHWESTLY OF AND COINCIDENT WITH THE ABOVE DESCRIBED PARCELS EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED INTO THE CITY OF HAPERVILLE.
 TOGETHER WITH ALL THAT PART OF HELELE AVENUE, LYING WESTERLY OF AND COINCIDENT WITH THE ABOVE DESCRIBED PARCELS EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED INTO THE CITY OF HAPERVILLE.
 TOGETHER WITH ALL THAT PART OF LORD STREET, LYING WESTERLY OF AND COINCIDENT WITH THE ABOVE DESCRIBED PARCELS EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED INTO THE CITY OF HAPERVILLE.
 TOGETHER WITH ALL THAT PART OF ILLINOIS ROUTE 66, LYING EASTERLY OF AND COINCIDENT WITH THE ABOVE DESCRIBED PARCELS EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED INTO THE CITY OF HAPERVILLE.
 THIS PLAT HAS BEEN PREPARED BY ROAKE AND ASSOCIATES, INC., AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, AND REGISTERED UNDER PROFESSIONAL LAND SURVEYOR LICENSE NO. 001-0000000 FOR THE EXCLUDING USE OF THE LIGHT BOTTLED MERIDIAN.
 GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ A.D. 20____

11/02/2005 10:31:27 AM; P105

ROAKE AND ASSOCIATES, INC.
 CONSULTING ENGINEERS LAND SURVEYORS PLANNERS
 1087 HIGH GROVE LANE NAPERVILLE, IL 60540
 (815) 368-8282 FAX (815) 368-8267

PREPARED FOR:
SYSTEM 27 CORPORATION
 10334 S. RT 59
 NAPERVILLE, ILLINOIS 60564
 PH. (630) 904-2727
 FX. (630) 904-2755

NO.	DATE	REVISION	DESCRIPTION
1	12/1/05	REV. FOR OWNER REVIEW	
2	12/1/05	REV. FOR CITY COUNCIL REVIEW	

LOTS 3 4 AND 5 - OHTI SUBDIVISION
 PLAT OF ANNEXATION
 DWN/COB BY: SMO/DAH FILE: 04724 P.D. NO./P.S. 173/23 SHEET NO. 1 OF 1
 SCALE: 1"=30' DATE: 4/29/05 JOB NO.: 047203



ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR LICENSE NO. 001-0000000 LICENSE VALID THROUGH NOVEMBER 28 2008

R2006 - 208014

Created 9-8-05
Last revised 6-1-06

PROPERTY ADDRESS:
10300 – 10350 Illinois Rte 59
10331 Helene Avenue

P.I.N.
01-16-205-005
01-16-205-006
01-16-205-007

RETURN TO:
CITY Clerk
Post Office Box 3020
Naperville, IL 60566-7020

ANNEXATION AGREEMENT
SADDLEWOOD COMMERCIAL COMPLEX

THIS ANNEXATION AGREEMENT is entered into this 13th day of December, 2006, between the CITY OF NAPERVILLE, an Illinois municipal corporation, with offices at 400 South Eagle Street, Naperville, Illinois 60540, (hereinafter referred to as the "CITY") and SADDLEWOOD NAPERVILLE LLC, with offices at 1564 West Algonquin Road, Hoffman Estates, Illinois 60195 (hereinafter referred to as the "OWNER", "DEVELOPER" or "OWNER and DEVELOPER")

RECITALS

WHEREAS, the OWNER is the owner of record of all of the real property described in **EXHIBIT "A"**, 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 has signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk, for all of the territory described in **EXHIBIT "A"**, which territory is

situated in the unincorporated area of the County of Will, 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 proposes that the SUBJECT PROPERTY be developed pursuant to the zoning classification(s) and conditional use 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 the uses permitted in the B2 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 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 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 and the OWNER 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 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 has 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 OWNER and DEVELOPER has filed concurrently herewith a petition executed by OWNER 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.

G5 1 OWNER and DEVELOPER shall pay a Transportation Impact Fee in accordance with Ordinance 06-060, as amended from time to time to the extent that may be required by the applicable ordinance

G6.0 SIDEWALKS AND OTHER TRANSPORTATION RELATED PUBLIC IMPROVEMENTS.

G6 1 The OWNER and DEVELOPER shall, at its 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 Final 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 existing structures and 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 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 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 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

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 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 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 City of Naperville street addresses 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 S5.0 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 S5.0 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 twenty (20) 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 If the SUBJECT PROPERTY is not annexed to the CITY within 365 days after this Agreement is executed by the parties, 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 or 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 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 or DEVELOPER's control" if committed, omitted or caused by OWNER or DEVELOPER, OWNER's or DEVELOPER's employees, officers or agents or a subsidiary,

affiliate or parent of OWNER or DEVELOPER or by any corporation or other business entity that holds a controlling interest in OWNER or 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 CUMULATIVE REMEDIES.

G26 1 The parties' rights and remedies hereunder shall be cumulative, the exercise of any rights or remedies shall neither preclude enforcement of other rights and remedies nor waive other rights and remedies, and the failure of either party to exercise any rights or remedies shall neither preclude enforcement of any rights or remedies nor constitute a waiver of any rights or remedies

**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, 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 B2, with a conditional use for Physical Culture and Health Services, Gymnasiums and Reducing Salons.

S1.2 A plat of annexation prepared by Roake and Associates, dated April 29, 2005, last revised August 26, 2005, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT "B"**.

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 \$500.00, which 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: Recapture for 111th Street wastewater pump station and force main
(\$566.13/acre x 5.864 acres) \$3,319.79

Due: Prior to recording Annexation Plat

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

IF TO THE OWNER:

Saddlewood Naperville, LLC
ATTN Mark Lambert
c/o The Crown Group, Inc
1564 West Algonquin Road
Hoffman Estates, Illinois 60195

WITH COPIES TO:

Ms Kathleen West
Dommermuth, Brestal, Cobine & West Ltd
123 Water Street
Naperville, Illinois 60540

Kim Lawson
The Crown Group, Inc
1564 West Algonquin Road
Hoffman Estates, Illinois 60195

S5.0 FIRES CODES AND REGULATIONS.

S5 1 The provision of Section G15 0 this Agreement notwithstanding, any amendments to the CITY's Building, Fire, or Life Safety Codes or regulations approved and enacted after the date of this Agreement shall be applicable to the SUBJECT PROPERTY without exception

S5 2 On June 7, 2004 an inspection of the SUBJECT PROPERTY was performed by the City's Building and Fire Departments The results of the inspection are given in a memorandum from Marvin Brooks to Joe Hudetz dated March 16, 2005, which is attached as **EXHIBIT "C"**

S5 3 There are three existing buildings on the SUBJECT PROPERTY These buildings shall have sprinkler systems, approved by the Naperville Fire Department, installed in them no later than July 1, 2018 Prior to July 1, 2018, irrespective of provisions set forth in S5 2

above, the existing buildings on the SUBJECT PROPERTY shall not be required to have fire sprinkler systems installed unless a building on the SUBJECT PROPERTY is demolished or replaced or damaged or expanded by more than fifty percent (50%) of the replacement cost of that building or structure at the time of such replacement, damage or expansion. In the event that it is necessary for the CITY to take any actions to enforce this provision, the OWNER shall be liable for all costs associated with said actions, including but not limited to court costs and attorneys' fees.

S6.0 EMERGENCY ACCESS.

S6 1 OWNER agrees to maintain the existing points of access to the SUBJECT PROPERTY.

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 and Final Plat of Subdivision, marked as **EXHIBIT "D,"** the CITY approves such exhibit and the same shall constitute and satisfy all of the requirements for the Preliminary and Final Plat of Subdivision for the SUBJECT PROPERTY as defined in the ordinances of the CITY.

S8.0 ROADWAY IMPROVEMENTS, SIDEWALKS, AND UTILITIES.

S8 1 OWNER agrees to improve Alice Lane and Helene Avenue as they abut the SUBJECT PROPERTY to CITY standards for local streets, in accordance with plans approved by the City Engineer. Roadway improvements shall include street lighting, drainage, pavement and sidewalk as required to meet CITY standards. Utility improvements include water main and sanitary sewer. Sidewalks shall be required only on the side of the street adjoining the SUBJECT PROPERTY. The roadway improvements shall be constructed by the OWNER no later than December 31, 2007.

S8 2 OWNER agrees to construct sidewalk along the 103rd Street frontage of the SUBJECT PROPERTY by December 31, 2007.

S8 3 OWNER agrees to construct the sidewalk along the Illinois Route 59 frontage of the SUBJECT PROPERTY on or before December 31, 2007. However, an extension of that requirement will be approved by the City Engineer for a fixed time period upon notification from the OWNER that IDOT has not given approval in time for said construction to

be completed by December 31, 2007. However, in the event that IDOT approves construction of the sidewalk along Route 59 under terms which the OWNER and the City Engineer agree are onerous, the CITY agrees that it will meet and discuss possible alternatives with the OWNER.

S8.4 OWNER agrees to install water main and sanitary sewer along the Alice Lane frontage of the SUBJECT PROPERTY and to extend the water main and sanitary sewer lines from Alice Lane to the north property line of the SUBJECT PROPERTY by December 31, 2007, as shown on plans approved by the CITY ENGINEER.

S9.0 RECAPTURE FOR ROADWAY IMPROVEMENTS AND UTILITIES.

S9.1 The CITY and the OWNER and DEVELOPER agree to enter into a recapture agreement as approved by the City Engineer and the City Attorney whereby the OWNER and DEVELOPER may recover one half of the cost of constructing the water main and sanitary sewer improvements specified in Section S8.1 above. Prior to entering into said recapture agreement, the OWNER and DEVELOPER shall submit to the CITY all information and documentation requested by the City Engineer identifying the costs of said improvements. The City Engineer will have the final discretion regarding the appropriate amount of the recapture for the benefited properties identified on **EXHIBIT "E"**. This recapture agreement shall only apply as each of the benefited properties connects to said water main or sanitary sewer. The recapture agreement shall be in a form approved by the City Attorney.

S9.2 The CITY and the OWNER and DEVELOPER agree to enter into a recapture agreement as approved by the City Engineer and the City Attorney whereby the OWNER and DEVELOPER may recover one half of the cost of constructing the roadway improvements specified in Section S8.1 above. Prior to entering into said recapture agreement, the OWNER and DEVELOPER shall submit to the CITY all information and documentation requested by the City Engineer identifying the costs of said improvements. The City Engineer will have the final discretion regarding the appropriate amount of the recapture for the benefited properties identified on **EXHIBIT "E"**. This recapture agreement shall only apply as each of the benefited properties is redeveloped for other than single-family detached uses (i.e., developed for duplexes/townhomes/multi-family residential/office/commercial or other non-single family detached uses). The recapture agreement shall be in a form approved by the City Attorney.

S10.0 ELECTRIC UTILITY SERVICE.

S10 1 The parties understand and acknowledge that the buildings located on the SUBJECT PROPERTY presently receive electric utility service from Commonwealth Edison Company. The CITY agrees that all existing buildings on the SUBJECT PROPERTY will be allowed to continue such service, until such time as each building is demolished or replaced or expanded by more than fifty percent (50%) of the replacement cost of that building or structure at the time of such replacement, damage or expansion. Upon construction of a new building or repair, replacement or expansion of an existing building as set forth above on the SUBJECT PROPERTY, said building shall be connected to the CITY's electrical utility and the OWNER shall pay all 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.

S11.0 TRANSPORTATION IMPACT FEES.

S11 1 The CITY agrees that no transportation impact fees shall be assessed against the existing uses located on the SUBJECT PROPERTY. Such fees may be assessed against any new buildings constructed on the SUBJECT PROPERTY, or any additions to existing buildings (said fees to be applicable only to the addition, not to the existing building).

S12.0 DEVIATIONS FROM THE NAPERVILLE MUNICIPAL CODE.

S12 1 The SUBJECT PROPERTY is presently improved with three commercial/office buildings, parking lots, accessory structures and signs.

S12 1 1 The CITY is annexing the SUBJECT PROPERTY and the improvements thereon in their "as is" condition as set forth in this Agreement.

S12 1 2 The CITY inspected the SUBJECT PROPERTY on June 7, 2004 and requested certain repairs and modifications to the commercial/office buildings on the SUBJECT PROPERTY. The parties agree that the OWNER and DEVELOPER shall not be required to make repairs or modifications to the commercial/office buildings other than as set forth on the Inspection Reports attached hereto as **EXHIBIT "C"**. The OWNER and DEVELOPER agree to make said repairs and modifications set forth in the Inspection Reports on or before July 31, 2007. Notwithstanding the forgoing provision, any future improvements to the presently existing commercial/office buildings shall comply with the then existing City Code provisions.

S12 1 3 PARKING LOT SETBACK The parking lot on the SUBJECT PROPERTY located adjacent to Route 59 and 103rd Street currently has a setback of five (5) feet on Route 59 and zero (0) feet on 103rd Street Pursuant to the Naperville Municipal Code, the setback for the parking lot adjacent to Route 59 should be twenty (20) feet and the setback for the parking lot adjacent to 103rd Street should be five (5) feet If said parking lot is damaged by fire or other casualty during the first ten (10) years following the execution of this Agreement, the CITY shall permit the OWNER and DEVELOPER to rebuild or restore said parking lot to substantially the same site configuration, including size, location of parking spaces and aisles, and number of parking spaces, that existed immediately prior to the casualty All other Naperville Code requirements shall be complied with unless the site configuration prohibits compliance with those requirements

S12 1 4 GAZEBO SETBACK A gazebo is located on the east side of the SUBJECT PROPERTY adjacent to Route 59 approximately 146 feet north of the south property line Said gazebo does not comply with the Naperville Municipal Code in that it is setback six (6) feet from Route 59 and should be setback twenty (20) feet Additionally, the location of the gazebo is in violation of Section 6-2-10 1 of the Naperville Municipal Code which prohibits accessory structures to be located in the front or corner side yard setbacks If said gazebo is damaged by fire or other casualty during the first ten (10) years following the execution of this Agreement, the CITY shall permit the OWNER and DEVELOPER to rebuild or restore it to substantially the condition that existed immediately prior to the casualty All other Naperville Code requirements shall be complied with

S12 1 5 STORMWATER MANAGEMENT The SUBJECT PROPERTY does not provide on-site stormwater management as required by the Naperville Municipal Code If the OWNER and DEVELOPER constructs a building or other improvement on Lot 1 of Alice Helene Subdivision as depicted on the Preliminary/Final Plat of Subdivision, said Lot 1 shall comply with the CITY's stormwater management requirements in effect at that time The CITY will not require the OWNER and DEVELOPER to comply with the CITY's stormwater management requirements on Lot 2 of Alice Helene Subdivision or Lots 3 and 4 of Ohti Subdivision until such time as redevelopment occurs on such lot or lots, at which time the

CITY's stormwater management requirements in effect at that time shall apply as to such redeveloped lot or lots

S12 1 6 LANDSCAPING AND SCREENING Certain aspects of the landscaping and screening on the SUBJECT PROPERTY do not conform to the requirements of the Naperville Municipal Code The CITY accepts the current landscaping "as-is" Notwithstanding the foregoing provision, any future improvements on the SUBJECT PROPERTY, except for tenant build-outs, shall comply with the then existing City Code provisions regarding landscaping and screening

S12 1 7 SIGNS Those signs located on the SUBJECT PROPERTY which do not conform with the CITY's Street Graphics Control Ordinance, as described and depicted on EXHIBIT "F" attached hereto and made part hereof, may be continued in accordance with Section 5-4-19, of the Street Graphics Control Ordinance pertaining to Nonconforming Signs If the Subject Property is sold, and full ownership is transferred by deed, the nonconforming signs depicted on Exhibit F shall be permitted to continue

S12 1 8 SUBDIVISION Lots 3 and 4 of Ohti Subdivision on the SUBJECT PROPERTY contain one principal building consisting of two buildings connected by a covered walkway, which does not conform with the provisions of Section 7-1-3 of the CITY's Subdivision Regulations This shall be permitted to continue so long as the liquor store operated by the Star 7 Corporation continues to exist on the SUBJECT PROPERTY in conformity with the provisions of S13 1

S12 1 9 FLOOR AREA RATIO That portion of the principal building which sits on Lot 3 of Ohti Subdivision on the SUBJECT PROPERTY has a floor area ratio of approximately 0 36 based on a calculation of the lot area for Lot 3 Pursuant to the Naperville Municipal Code, the maximum floor area ratio should be 0 325 If said building is damaged by fire or other casualty during the first ten (10) years following the execution of this Agreement or until Star 7 does not hold a liquor license in conformance with Section S13 0, the CITY shall permit the OWNER and DEVELOPER to rebuild or restore said building substantially the same configuration and condition that existed immediately prior to the casualty

S13.0 EXISTING LIQUOR STORE.

S13.1 The CITY acknowledges that a portion of one of the three commercial buildings located on the SUBJECT PROPERTY is leased to the Star-7 Corporation, which operates a liquor store thereon, and that the size of the commercial development of which the liquor store is a part is smaller than that required for the issuance of a Class D liquor license. The CITY's Liquor Commissioner has reviewed a fully completed application for a liquor license from the Star-7 Corporation and has acknowledged that, aside from the size of the commercial development of which the liquor store is part, it is qualified to obtain a Class D liquor license under the CITY's requirements pending approval by the State of Illinois. The CITY's Liquor Commissioner has agreed that, upon annexation to the CITY, and upon compliance with all State and CITY requirements, Star-7 Corporation shall be allowed to continue to operate irrespective of the provisions of Section 3-3-13(3)(1) and Section 3-3-19-1(1) of the CITY's Liquor and Tobacco Control Ordinance only for the time period provided for below which will allow the issuance of a Class D liquor license to the Star-7 Corporation to permit the sale of packaged liquor on its premises. In addition, the CITY's Liquor Commissioner agrees that promptly upon annexation of the SUBJECT PROPERTY, the Liquor Commissioner shall issue the aforementioned liquor license to Star-7 Corporation provided that Star-7 Corporation has complied with all State and CITY requirements. The right to apply for and be granted a liquor license as set forth herein shall be effective for the entire term of said lease, including any extension periods as specifically set forth below and shall be effective as to any purchaser of the stock and assets of Star-7 Corporation and any subsequent purchasers of same during the entire term of said existing lease, including only those extension periods set forth herein, provided that all shareholders are eligible for said license under CITY and State requirements and that the licensee complies with all other CITY and State requirements.

The OWNER acknowledges that the initial lease term for Star-7 Corporation expires on April 30, 2009, and that Star-7 Corporation has the unilateral right to extend said lease for two five-year periods. The OWNER agrees that said lease will terminate no later than April 30, 2019 and that it will not renew the lease of Star-7 Corporation after the extension periods unless the CITY's Municipal Code is amended to allow the issuance of a liquor license for a commercial center of the size of the SUBJECT PROPERTY. A liquor store shall not be operated in any

R2006-208014

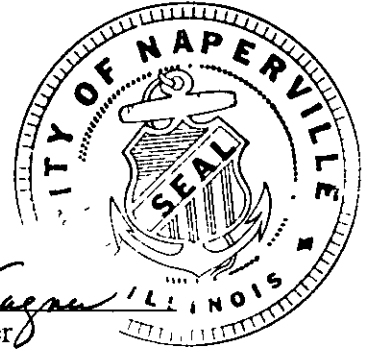
manner on the SUBJECT PROPERTY after April 30, 2019 unless the CITY's Municipal Code is amended to allow the issuance of a liquor license for a commercial center of the size of the SUBJECT PROPERTY

S14.0 CITY OF NAPERVILLE STREET ADDRESSES.

S14.1 The CITY agrees that the new street addresses issued for each of the existing buildings on the SUBJECT PROPERTY shall be on the same street on which they are currently addressed with Will County

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

CITY OF NAPERVILLE

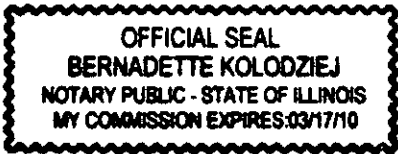


By A. George Pradel
A George Pradel
Mayor

Attest
By Suzanne L Gagner
Suzanne L Gagner
City Clerk

State of Illinois)
)
County of DuPage)

The foregoing instrument was acknowledged before me by A. George Pradel, Mayor, and Suzanne L Gagner, City Clerk, this 15TH day of DECEMBER, 2006, A D



-seal-

Bernadette Kolodziej
Notary Public



OFFICIAL SEAL
BERNADETTE KOLODZIEL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/31/10

OWNER

By *Mark Lambert*
Mark Lambert, Manager
Saddlewood Naperville LLC

Craig Whitehead
Craig Whitehead, Manager
Saddlewood Naperville LLC

State of Illinois)
)
County of COOK)

The foregoing instrument was acknowledged before me by Mark Lambert,
 , and Craig Whitehead,
 , this
2ND day of JUNE, 2006 A D

Janet S. Bickle
Notary Public



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

MY COMMISSION EXPIRES 08/1/09
NOTARY PUBLIC - STATE OF ILLINOIS
JANET S BICKLE
OFFICIAL SEAL

R2006-208014

SADDLEWOOD COMMERCIAL COMPLEX

LEGAL DESCRIPTION

LOTS 3, 4 AND 5 IN OHTI SUBDIVISION, A RESUBDIVISION OF LOTS 132 AND 133, ANDERMANN ACRES UNIT NO FIVE, A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1987 AS DOCUMENT NO R87-36381, EXCEPTING THEREFROM THAT PART THEREOF DEDICATED TO THE STATE OF ILLINOIS BY DOCUMENT R94-92869, (SAID EXCEPTED PARCEL ALSO BEING DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREES 53 MINUTES 06 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 30 00 FEET, THENCE NORTH 46 DEGREES 39 MINUTES 35 SECONDS WEST 42.59 FEET TO THE NORTH LINE OF SAID LOT 3, THENCE NORTH 88 DEGREES 33 MINUTES 56 SECONDS EAST ALONG SAID NORTH LINE 30.00 FEET TO THE POINT OF BEGINNING,) ALL IN WILL COUNTY, ILLINOIS

AND

THAT PART OF LOT 132 DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 132 AND RUNNING THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ON A CURVE HAVING A RADIUS OF 60 FEET AN ARC DISTANCE OF 118.15 FEET (THE LONG CHORD OF SAID CURVE BEING THE NORTH LINE OF ALICE LANE, AS DEDICATED IN SAID PLAT OF ANDERMANN ACRES, UNIT FIVE, SAID LONG CHORD MEASURING 99.97 FEET) THE CENTER OF THE ABOVE DESCRIBED CURVES BEING A POINT 0.19 FEET SOUTH OF THE CENTER LINE OF SAID ALICE LANE AND 50.11 FEET WEST OF THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE EXTENSION OF THE EAST LINES OF SAID LOTS 131 AND 132, ALL IN ANDERMANN ACRES, UNIT FIVE, A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 9, 1973 AS DOCUMENT R73-24098, IN WILL COUNTY, ILLINOIS.

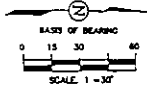
Permanent Index Numbers: 01-16-205-005-0000, 01-16-205-006-0000, and 01-16-205-007-0000

Common Street Address: 10300-10350 State Route 59 and 10331 Helene Avenue, Naperville, Illinois

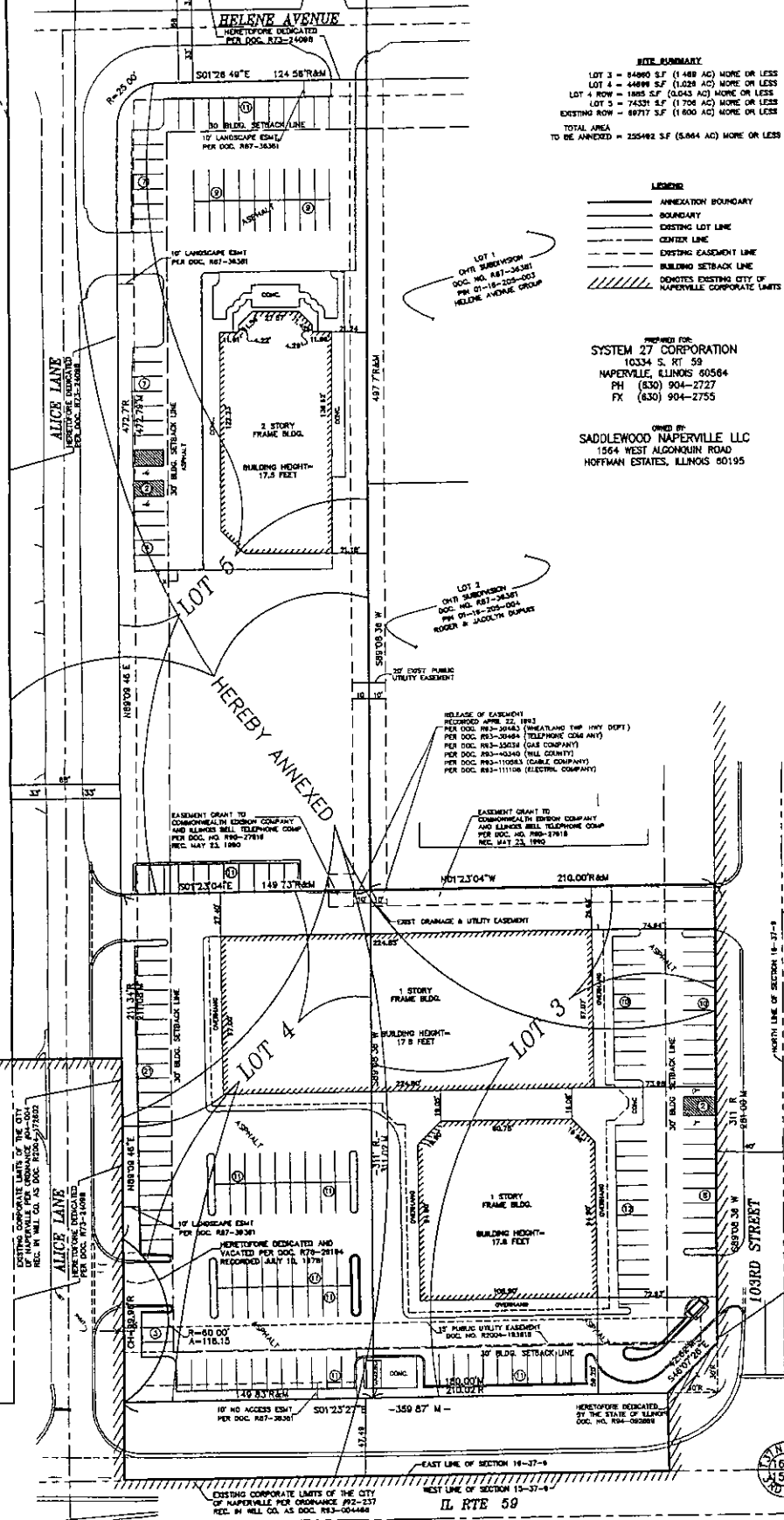
R 2006-208014

PLAT OF ANNEXATION

PART OF THE NORTHEAST QUARTER OF SECTION 16 TOWNSHIP 37 NORTH RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.



THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
NAME: **NAPERVILLE CITY CLERK**
ADDRESS: **P.O. BOX 3020
400 S. EAGLE STREET
NAPERVILLE, IL
60566-7020**



NOTE SUMMARY
LOT 3 = 84960 S.F. (1.948 AC) MORE OR LESS
LOT 4 = 44898 S.F. (1.029 AC) MORE OR LESS
LOT 5 = 1885 S.F. (0.043 AC) MORE OR LESS
LOT 3 = 74331 S.F. (1.706 AC) MORE OR LESS
EXISTING ROW = 69717 S.F. (1.600 AC) MORE OR LESS
TOTAL AREA TO BE ANNEXED = 235482 S.F. (5.364 AC) MORE OR LESS

LEGEND
ANNEXATION BOUNDARY
BOUNDARY
EXISTING LOT LINE
CENTER LINE
EXISTING EASEMENT LINE
BUILDING SETBACK LINE
DENOTES EXISTING CITY OF NAPERVILLE CORPORATE LIMITS

PREPARED FOR:
SYSTEM 27 CORPORATION
10334 S. RT 59
NAPERVILLE, ILLINOIS 60564
PH (830) 904-2727
FX (830) 904-2755

OWNED BY:
SADDELEWOOD NAPERVILLE, LLC
1564 WEST ALGONQUIN ROAD
HOFFMAN ESTATES, ILLINOIS 60195

- NOTES:**
- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
 - DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS.
 - BASES OF BEARINGS, THE BEARINGS SHOWN ON THE PLAT MAP ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16 TOWNSHIP 37 NORTH RANGE 8 EAST HAVING A BEARING OF 89°57'00".
 - THERE ARE HABITABLE STRUCTURES ON THE PROPERTY BUT NO ELEVATIONS.

NAPERVILLE PARK DISTRICT CERTIFICATE
STATE OF ILLINOIS) ss
COUNTY OF DUPAGE) ss
THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT REAL ESTATE INCORPORATED INTO AND MADE A PART OF THE NAPERVILLE PARK DISTRICT OF WILL AND DUPAGE COUNTIES.
BY ORDINANCE NO. _____ ADOPTED BY THE BOARD OF PARK DISTRICT COMMISSIONERS
AT A MEETING HELD ON THE _____ DAY OF _____ AD. 20____

CITY CLERK CERTIFICATE
STATE OF ILLINOIS) ss
COUNTY OF DUPAGE) ss
THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT REAL ESTATE INCORPORATED INTO AND MADE A PART OF THE CITY OF NAPERVILLE OF WILL AND DUPAGE COUNTIES BY ORDINANCE NO. _____ ADOPTED BY THE CITY COUNCIL AT A MEETING HELD ON THE _____ DAY OF _____ AD. 20____

COUNTY RECORDER CERTIFICATE
STATE OF ILLINOIS) ss
COUNTY OF DUPAGE) ss
THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY ILLINOIS AFORESAID ON THE _____ DAY OF _____ AD. 20____ AT _____ O'CLOCK AND WAS RECORDED IN BOOK _____ OF PLATE _____ ON PAGE _____

SUBJECT'S CERTIFICATE
STATE OF ILLINOIS) ss
COUNTY OF DUPAGE) ss
I, CHARLES A. HELGE, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM EXISTING PUBLIC RECORDS FOR THE PURPOSES OF ANNEXING SAID PROPERTY.
LOTS 3, 4 AND 5 IN OHTI SUBDIVISION, A REVISION OF LOTS 126 AND 127, ALGONQUIN MOBILE HOME PARK, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 37 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1987 AS DOCUMENT NO. 187-2843 (GAS COMPANY), THEREON THAT PART THEREOF DESIGNATED TO THE STATE OF ILLINOIS BY DOCUMENT 184-1998, SAID EXCEPTED PARCEL, ALSO BEING DESCRIBED AS BEING IN THE NORTHEAST CORNER OF SAID LOT 3, THEREON ON AN ABERRANT BEARING OF SOUTH 61 DEGREES 50 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 36.00 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 38 SECONDS WEST 42.00 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 84 DEGREES 22 MINUTES 48 SECONDS EAST ALONG SAID NORTH LINE 36.00 FEET TO THE POINT OF BEGINNING ALL IN WILL COUNTY, ILLINOIS.

TOGETHER WITH ALL THAT PART OF ALICE LANE, LYING SOUTHWESTLY OF AND CONCURRENT WITH THE ABOVE DESCRIBED PARCEL, EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED INTO THE CITY OF NAPERVILLE.
TOGETHER WITH ALL THAT PART OF HELENE AVENUE, LYING SOUTHWESTLY OF AND CONCURRENT WITH THE ABOVE DESCRIBED PARCEL, EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED INTO THE CITY OF NAPERVILLE.
TOGETHER WITH ALL THAT PART OF 103RD STREET 80 FEET WIDELY OF AND CONCURRENT WITH THE ABOVE DESCRIBED PARCEL, EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED INTO THE CITY OF NAPERVILLE.

THIS PLAT HAS BEEN PREPARED BY ROAKE AND ASSOCIATES, INC., AN ILLINOIS LICENSED PROFESSIONAL SURVEYOR, DESIGN THIS NO. 407 UNDER MY PROFESSIONAL JUDGMENT FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ AD. 20____

ROAKE & HELGE
1510 N. 1ST STREET
NAPERVILLE, ILLINOIS 60563
STATE OF ILLINOIS
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 2868
LICENSE VALID THROUGH NOVEMBER 30, 2004

ROAKE AND ASSOCIATES, INC.
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
1987 HIGH DRIVE LN NAPERVILLE, IL 60564
(830) 905-0232 FAX (830) 905-8707

PREPARED FOR:
SYSTEM 27 CORPORATION
10334 S. RT 59
NAPERVILLE, ILLINOIS 60564
PH (830) 904-2727
FX (830) 904-2755

REVISED	
NO.	DATE
1	07/11/06
2	07/21/06

REVISOR	
NO.	DATE
1	07/11/06
2	07/21/06

LOT 3 4 AND 5 - OHTI SUBDIVISION
PLAT OF ANNEXATION
DWN/CEL BY DMG/DMH FLS 6473A R/L BK/PK 172/23 SHEET NO. 1 OF 1
SCALE: 1"=30'

R2006-208014

**CITY OF NAPERVILLE
MEMORANDUM**

DATE March 16, 2005

TO Mr Joe Hudetz
System 27 Corporation
4103 South Route 59
Naperville, IL 60564

FROM. Marvin Brooks
Chief Building Official

SUBJECT: The Saddlewood Retail

Mr Joe Hudetz, owner of the property located at the southwest corner of 103rd & Route 59 (24 West 017 103rd Street) wishes to annex three nonsprinklered mixed-use retail/office buildings into the City of Naperville. The development consists of Building-A (21616 sf), Building-B (11468 sf), and an Annex Building (9384 sf)

Item 1: Space Separation/Use Group

Per 2000 International Building Code (IBC) and the City of Naperville code revisions as adopted through Title 5 of the Municipal Code both mercantile and business offices are required to be sprinklered whenever the building's gross square footage exceeds 7,500 sf. Therefore; all future alterations in occupancy or modifications to the existing tenant space, where such modifications trigger requirements for a permit will also necessitate compliance with Article 302.3.3 (IBC). Specifically, each portion of the building shall be individually classified as to use and shall be completely separated from adjacent areas by fire barrier walls or horizontal assemblies or both having a fire-resistance rating determined in accordance with Table 302.3.3 for the uses being separated.

Item 2: Roof Top Equipment Screening

All new roof top units, and equipment must be screened in accordance with Title 5.

Item 3: Fire Sprinkler System

A fire sprinkler system may need to be provided for any existing tenant space, which is remodeled and requiring a building permit. Please contact John Meyers at the City of Naperville fire department (630) 305-3768 regarding fire sprinkler applications, permits and approval.

Sincerely,

Marvin Brooks, SE, Lic Arch
Chief Building Official
document2

R2006-208014

Naperville Fire
Prevention Bureau

Inspection Type

- Fire Alarm
- Sprinkler
- Cooking
- Tank

- Wire
- Hydro
- Wet
- Propane

- FM200
- Flush
- Dry
- Walk Thru/Occupancy

- Final
- Final
-

ADDRESS 10234 S 2nd St 59

NFD PERMIT NUMBER _____

DST PERMIT NUMBER _____

OCCUPANCY: Saddle road

PHONE: _____

Inspector	Date	Start Time	End Time	Pass/Fail	Billing
<u>JHM</u>	<u>7 June 04</u>	<u>10:00</u>	<u>10:45</u>	<u>—</u>	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
_____	_____	_____	_____	_____	<input type="checkbox"/> Y <input type="checkbox"/> N
_____	_____	_____	_____	_____	<input type="checkbox"/> Y <input type="checkbox"/> N
_____	_____	_____	_____	_____	<input type="checkbox"/> Y <input type="checkbox"/> N
_____	_____	_____	_____	_____	<input type="checkbox"/> Y <input type="checkbox"/> N

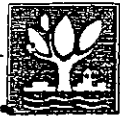
ITEM	CODE VIOLATION/COMMENTS	DATE/AP
#1	<u>Identify use Group, Room, March, Room, etc</u>	
#2	<u>Identify Tenant sq ft -</u>	
#3	<u>Identify Building total sq ft.</u>	
#4	<u>Verify sprinklers and fire alarm issues.</u>	
#5		
#6		
#7		
#8		

Any questions regarding inspection, Please contact the Fire Prevention Supervisor 630/305-3768.

 7 June 04  1 630-904-2727
 Fire Inspector Date PRINT / Received By Telephone

*** A COPY OF THIS FORM MUST BE LEFT ON SITE FOR THE ADDITIONAL INSPECTION (S). FINAL INSPECT

WHT/NFD YEL/DST INSPECTOR PINK/GENERAL CONTRACTOR GOLD/INSTALLER



CITY OF NAPERVILLE

Transportation, Engineering, & Development (T.E.D) Business Group

R2006-208014

Pre-Occupancy Inspection Checklist

Inspector PAUL FELSTRUP NEXTEL 318 1153 Date 7 JUN 04

Business Name: ENTIRE SADDLEWOOD SHOPPING CTR AND ANNEX

Site Address: 10330 S RT 59 / 10331 S HELENE Suite # VARIOUS

*C=Compliant N=Non-compliant N/A=Not Applicable**

Table with columns for Structural, Mechanical, Plumbing, Electrical, Accessibility, Restaurants, Elevator, and Miscellaneous. Includes handwritten notes like 'ANNEX HAS MECLANINE (5000')?' and 'WELL & SEPTIC'.

Additional Comments: (A) NEED ADDRESSES AT METERING (B) PARKING SPACES, ACCESS TO WALK WAYS (C) EXTERIOR SIGNAGE NOT COMPLIANT (D) VERIFY SEPARATE USE GROUPS AND BUILDING DIMENSIONS / SPACE SEPARATION ASSY. ALSO CONSTRUCTION TYPE (HEAVY TIMBER EXTERIOR, BARJOIST & BLOCK INTERIOR) (E) BOLLARDS @ GAS METERS (F) BOLLARDS @ ELECTRIC METERS (G) NEED TRASH ENCLOSURES -> NEED ADDITIONAL DATA <-

I understand that the items detailed on this Pre-Occupancy Inspection Checklist must be completed prior to occupancy of this area/building, and that reinspection must be scheduled by the Fire Department and the Building Department

Signature: DREW GLASSFORD Date: 7 JUN 04

R2006-208014

PRELIMINARY AND FINAL PLAT OF SUBDIVISION

FOR
ALICE HELENE
SUBDIVISION

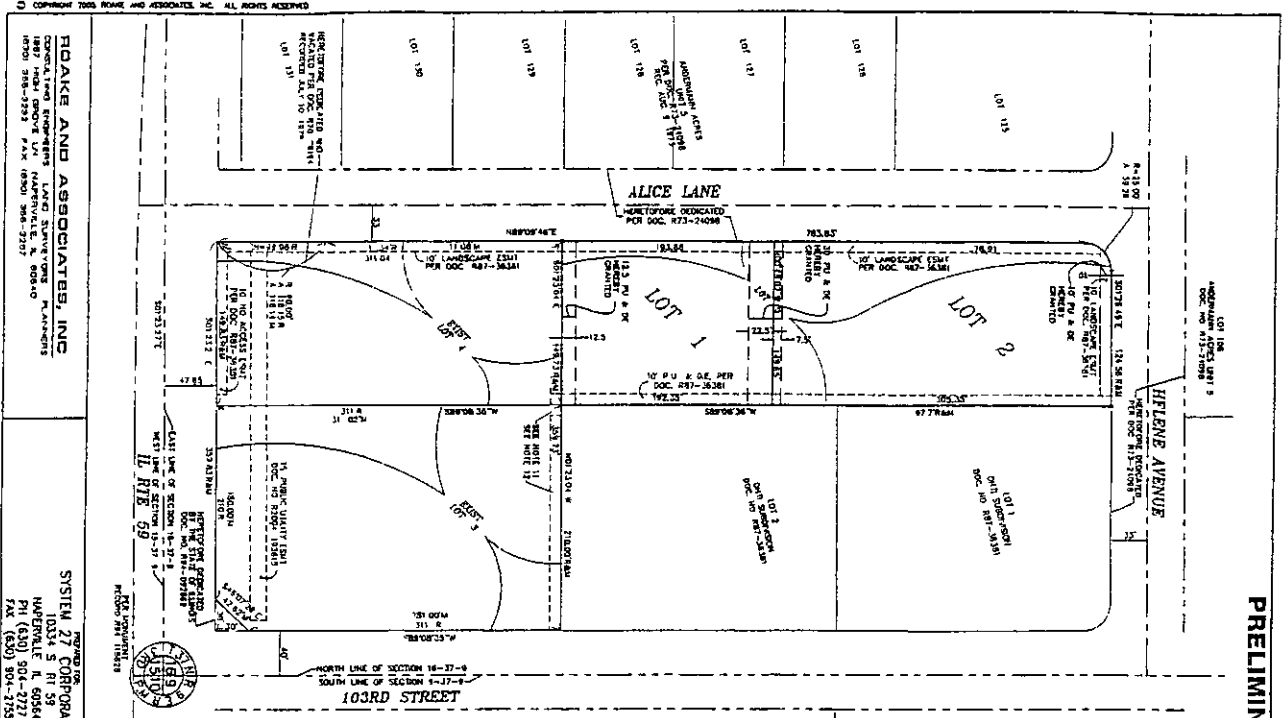
BEING A RESUBDIVISION OF LOT 5 IN TRACT SUBDIVISION IN PART OF THE
NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 8 EAST OF
THE THIRD PRINCIPAL MERIDIAN IN MIL COUNTY, MISSOURI

LOT AREA SUMMARY
ACRE OF RESUBDIVISION = 71.331 AC OR 3,104.40 SQ. FT.
LOT 1 = 18,998 SQ. FT. (0.434 AC)
LOT 2 = 49,333 SQ. FT. (1.132 AC)

UNDERWRITING FIRM 01-16-2005-008

PREPARED BY
SYSTEM 27 CORPORATION
10334 S. R. 59
HAWKINSVILLE, MISSOURI 63554
TEL (630) 901-2727
FX (630) 901-2725

SHOREWOOD AND HELENUE LLC
1561 WEST ALCOCKHORN ROAD
HAWKINSVILLE, MISSOURI 63554



- LEGEND**
- BOUNDARY
 - EXISTING LOT LINE
 - CENTER LINE
 - PROPOSED LOT LINE
 - PROPOSED EASEMENT LINE
 - EASEMENT EXISTING LINE
 - PUBLIC UTILITY
 - RECORD DISTANCE
 - RECORD SURVEY
- NOTES**
1. DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS.
 2. BEARINGS AND DISTANCES ARE GIVEN IN DEGREES, MINUTES AND SECONDS.
 3. DIMENSIONS ALONG STRAIGHT LINES ARE GIVEN IN FEET AND INCHES.
 4. DIMENSIONS ALONG CURVED LINES ARE GIVEN IN FEET AND INCHES.
 5. ALL DIMENSIONS ARE TO THE CENTER OF THE CURVED LINES.
 6. ALL DIMENSIONS ARE TO THE CENTER OF THE STRAIGHT LINES.
 7. ALL DIMENSIONS ARE TO THE CENTER OF THE STRAIGHT LINES.
 8. ALL DIMENSIONS ARE TO THE CENTER OF THE STRAIGHT LINES.
 9. ALL DIMENSIONS ARE TO THE CENTER OF THE STRAIGHT LINES.
 10. ALL DIMENSIONS ARE TO THE CENTER OF THE STRAIGHT LINES.
 11. ALL DIMENSIONS ARE TO THE CENTER OF THE STRAIGHT LINES.
 12. ALL DIMENSIONS ARE TO THE CENTER OF THE STRAIGHT LINES.

SURFACE WATER STATEMENT

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE SUBDIVISION OF SURFACE WATER RIGHTS IS NOT BEING DIVIDED BY THE CONSTRUCTION OF SUCH SUBDIVISION ON THE BASIS OF THE SURFACE WATER RIGHTS. THE SURFACE WATER RIGHTS ARE NOT BEING DIVIDED BY THE CONSTRUCTION OF SUCH SUBDIVISION ON THE BASIS OF THE SURFACE WATER RIGHTS. THE SURFACE WATER RIGHTS ARE NOT BEING DIVIDED BY THE CONSTRUCTION OF SUCH SUBDIVISION ON THE BASIS OF THE SURFACE WATER RIGHTS.

ADDITIONAL CERTIFICATE

THIS IS TO CERTIFY THAT I, CHARLES A. WATKINS, REGISTERED LANDS LAW ENFORCEMENT OFFICER, HAVE EXAMINED THE PLAT AND RECORDS AND HAVE FOUND THAT THE PLAT IS CORRECT AND ACCURATE AND THAT THE SURFACE WATER RIGHTS ARE NOT BEING DIVIDED BY THE CONSTRUCTION OF SUCH SUBDIVISION ON THE BASIS OF THE SURFACE WATER RIGHTS.

ROAKE AND ASSOCIATES, INC.
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
1887 HIGH DRIVE, L.V. HARRISVILLE, N. MISSOURI
PH (630) 268-2293 FAX (630) 268-2207

SYSTEM 27 CORPORATION
10334 S. R. 59
HAWKINSVILLE, MISSOURI 63554
PH (630) 901-2727
FAX (630) 901-2725

NO.	DATE	DESCRIPTION	BY	CHK.
1	11/15/05	PRELIMINARY PLAT
2	11/15/05	FINAL PLAT

ALICE HELENE SUBDIVISION
PRELIMINARY AND FINAL PLAT OF SUBDIVISION
NO. 1 OF 2



R2006-208014

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GENERAL STATEMENTS

This is to certify that the following information was obtained from the City of Memphis, Tennessee, and is true and correct to the best of my knowledge and belief. I am a duly licensed and bonded Surveyor and am qualified to perform the duties of a Surveyor in the State of Tennessee.

DATE OF SURVEY: 11/15/2005
PROJECT NO.: 2006-208014

CLIENT: ROAKE AND ASSOCIATES, INC.
PROJECT NO.: 2006-208014

PROJECT: ROAKE AND ASSOCIATES, INC.
PROJECT NO.: 2006-208014

THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF TENNESSEE. THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF TENNESSEE.

STATE OF TENNESSEE
COUNTY OF MEMPHIS

ROAKE AND ASSOCIATES, INC.
10034 S. R. 59
NAPLESVILLE, TN 37056
PH (615) 904-2727
FAX (615) 904-2755

LOCAL JURISDICTION STATEMENT

I, the undersigned, being duly sworn upon oath, depose and express and certify as follows:
I have examined the plat of the proposed subdivision and find that it complies with the requirements of the laws of the State of Tennessee and the rules and regulations of the Board of Surveyors and Mappers of the State of Tennessee.

DATE: 11/15/2005
BY: ROAKE AND ASSOCIATES, INC.

PROJECT: ROAKE AND ASSOCIATES, INC.
PROJECT NO.: 2006-208014

CLIENT: ROAKE AND ASSOCIATES, INC.
PROJECT NO.: 2006-208014

THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF TENNESSEE. THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF TENNESSEE.

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PLAT RECORDS AND JURISDICTION STATEMENT

I have examined the plat of the proposed subdivision and find that it complies with the requirements of the laws of the State of Tennessee and the rules and regulations of the Board of Surveyors and Mappers of the State of Tennessee.

DATE: 11/15/2005
BY: ROAKE AND ASSOCIATES, INC.

PROJECT: ROAKE AND ASSOCIATES, INC.
PROJECT NO.: 2006-208014

CLIENT: ROAKE AND ASSOCIATES, INC.
PROJECT NO.: 2006-208014

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STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF MEMPHIS

DATE: 11/15/2005
BY: ROAKE AND ASSOCIATES, INC.

PROJECT: ROAKE AND ASSOCIATES, INC.
PROJECT NO.: 2006-208014

CLIENT: ROAKE AND ASSOCIATES, INC.
PROJECT NO.: 2006-208014

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NO.	DATE	DESCRIPTION	AMOUNT	PAID	REMARKS
1	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
2	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
3	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
4	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
5	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
6	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
7	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
8	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
9	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
10	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
11	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
12	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
13	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
14	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
15	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
16	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
17	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
18	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
19	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		
20	11/15/2005	PLAT RECORDS AND JURISDICTION STATEMENT	100.00		

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R2006-208014

BENEFITED PROPERTIES FOR RECAPTURE

ADDRESS	P.I.N. NUMBER	RECAPTURE
30 W 045 Alice Lane	01-16-206-012	water, sanitary sewer, roadway improvements
30 W 029 Alice Lane	01-16-206-011	water, sanitary sewer, roadway improvements
30 W 069 Alice Lane	01-16-206-010	water, sanitary sewer, roadway improvements
30 W 089 Alice Lane	01-16-206-009	water, sanitary sewer, roadway improvements
12 S 087 Helene Avenue	01-16-206-001	water, sanitary sewer, roadway improvements
12 S 066 Helene Avenue	01-16-204-023	sanitary sewer, roadway improvements
12 S 044 Helene Avenue	01-16-204-022	sanitary sewer, roadway improvements

Signage Non-conformance at Saddlewood Retail and Professional Center

May 18, 2006

Ground Signs:

The following ground signs do not meet the requirements in 5-4-4, sections 2, 3 and 4 as follows

Signs 1, 2 and 3 – Shopping Center Signs

These three lighted signs are located from 0' to 8' from the front and interior property lines and from the edge of right of way of a major arterial. Sign 3 exceeds 45 square feet in size, signs 1 and 2 exceed 90 square feet in size

Signs 4, 5 and 6 – Shopping Center Sign and Changeable Copy Sign

These three lighted signs are mounted on the trash enclosure/gazebo and are located from 6' from the front property line and from the edge of right of way of a major arterial. The changeable copy sign exceeds 50% of the surface area of the sign

Sign 7 – Sign at Perimeter of ATM Kiosk

There is lighted signage at the perimeter of the ATM Kiosk, which is located 20' from the front property line and from the edge of right of way of a major arterial and 5' from the side property line and from the edge of right of way of a major arterial

Signs 8, 9 10, 11 and 12 ATM Directional Signage

These five lighted signs are directional signs for the ATM kiosk. Signs 8 and 11 are located outside of the property lines in the road right-of-way, Sign 12 is located 20' from the front property line and from the edge of right of way of a major arterial

Sign 13 – Professional Building Sign

This sign is located 0' from the front property line

Wall Signs:

The following tenants have wall signs that exceed allowable area per 5-4-4 Paragraph 1.1

Maxivision

Store Frontage	16 lf
Allowable Sign Area	24 sf
Actual Sign Area	26 sf

OK Cleaners

Store Frontage	16 lf
Allowable Sign Area	24 sf
Actual Sign Area	26 sf

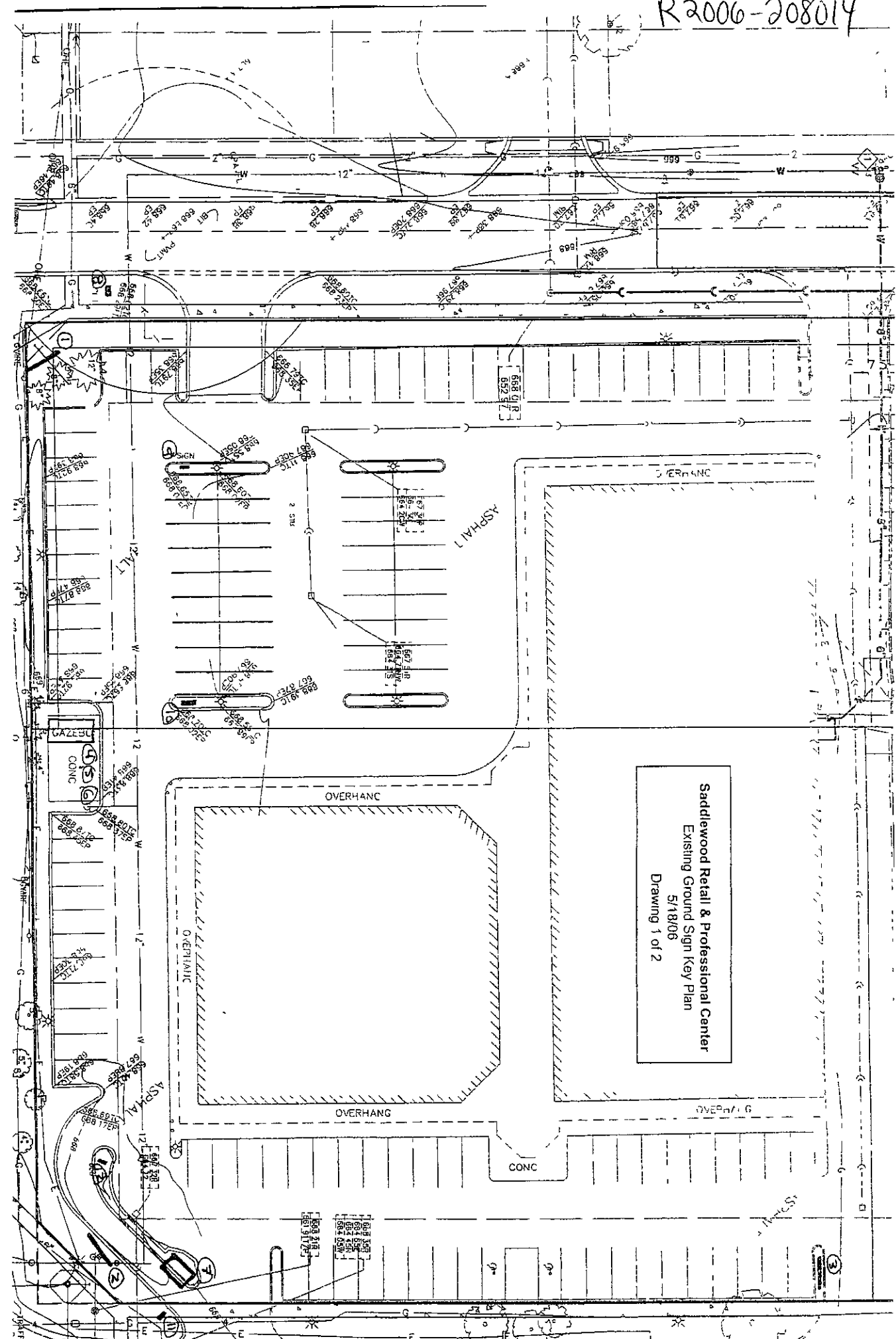
Star 7 Liquors

Store Frontage	24 lf
Allowable Sign Area	36 sf
Actual Sign Area	40 sf

Window Signs:

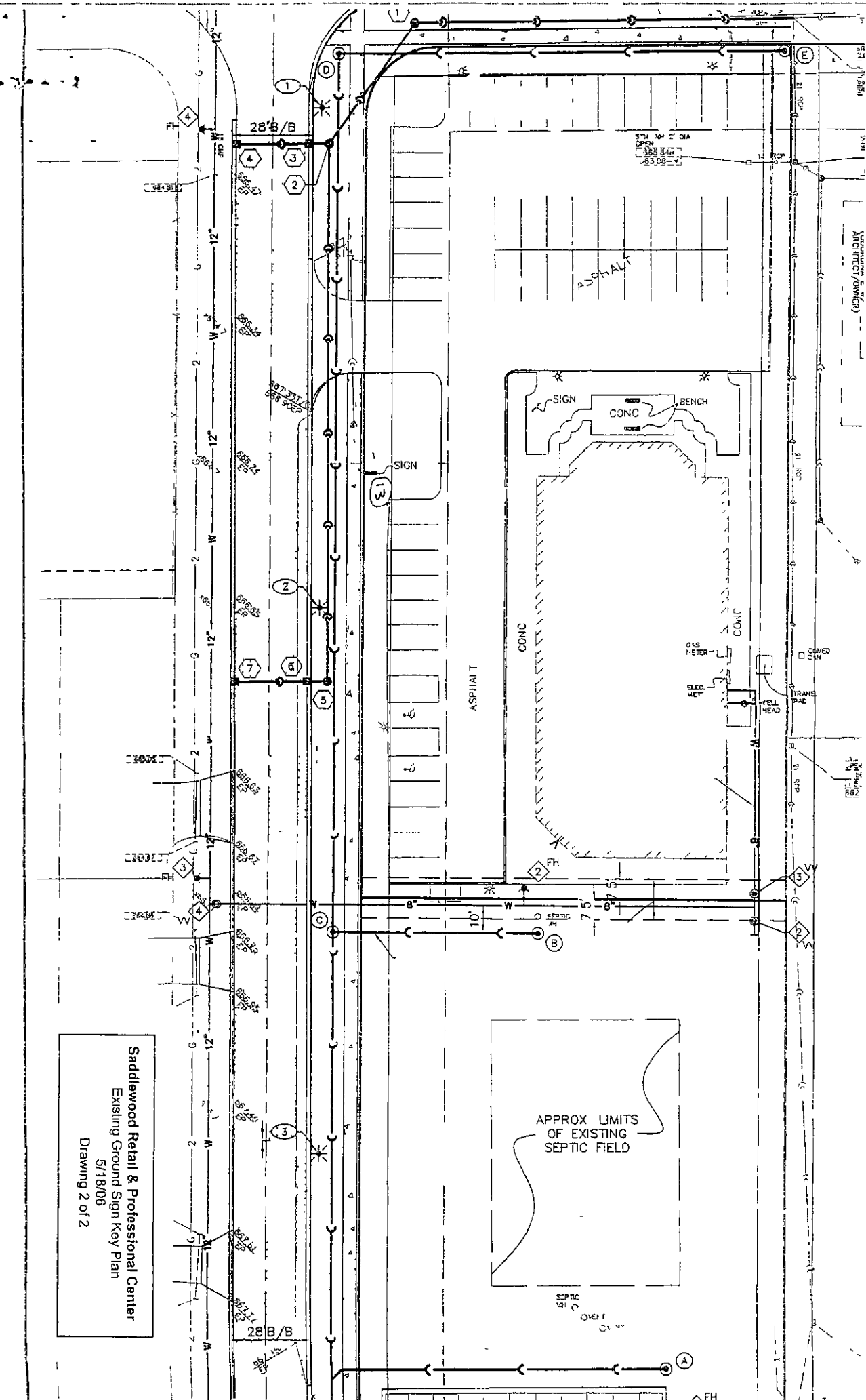
The following businesses have window signs that exceed allowable area per 5-4-4 Section 6. Little Italian, Maxivision, OK Cleaners, Star 7, Curves, Edward Jones, Country Insurance, Pittsburgh Paints

R2006-208014



Saddlewood Retail & Professional Center
Existing Ground Sign Key Plan
5/18/06
Drawing 1 of 2

R2006-20804



Saddlewood Retail & Professional Center
Existing Ground Sign Key Plan
5/18/06
Drawing 2 of 2

APPROX LIMITS
OF EXISTING
SEPTIC FIELD

28 B/B

CONC

ASPHALT

ACCOUNTS & OWNER
ARCHITECT/OWNER

ASPHALT

SIGN CONC BENCH

G.S. METER

ELEC. MET.

WELL HEAD

TRANS. PAD

CHAND. CON.

TRANS. PAD

CHAND. CON.

CONC

A

FH

28 B/B

CONC

ASPHALT

CONC

ASPHALT

CONC

ASPHALT

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R2006-208014

SADDLEWOOD COMMERCIAL COMPLEX

LEGAL DESCRIPTION

LOTS 3, 4, AND 5 IN OHTI SUBDIVISION, A RESUBDIVISION OF LOTS 132 AND 133, ANDERMANN ACRES UNIT NO FIVE, A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1987 AS DOCUMENT NO R87-36381, EXCEPTING THEREFROM THAT PART THEREOF DEDICATED TO THE STATE OF ILLINOIS BY DOCUMENT R94-92869, (SAID EXCEPTED PARCEL ALSO BEING DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREES 53 MINUTES 06 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 30 00 FEET, THENCE NORTH 46 DEGREES 39 MINUTES 35 SECONDS WEST 42 59 FEET TO THE NORTH LINE OF SAID LOT 3, THENCE NORTH 88 DEGREES 33 MINUTES 56 SECONDS EAST ALONG SAID NORTH LINE 30 00 FEET TO THE POINT OF BEGINNING,) ALL IN WILL COUNTY, ILLINOIS

AND

THAT PART OF LOT 132 DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 132 AND RUNNING THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ON A CURVE HAVING A RADIUS OF 60 FEET AN ARC DISTANCE OF 118 15 FEET (THE LONG CHORD OF SAID CURVE BEING THE NORTH LINE OF ALICE LANE, AS DEDICATED IN SAID PLAT OF ANDERMANN ACRES; UNIT FIVE, SAID LONG CHORD MEASURING 99 97 FEET) THE CENTER OF THE ABOVE DESCRIBED CURVES BEING A POINT 0 19 FEET SOUTH OF THE CENTER LINE OF SAID ALICE LANE AND 50 11 FEET WEST OF THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE EXTENSION OF THE EAST LINES OF SAID LOTS 131 AND 132, ALL IN ANDERMANN ACRES, UNIT FIVE, A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 9, 1973 AS DOCUMENT R73-24098, IN WILL COUNTY, ILLINOIS

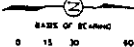
Permanent Index Numbers 01-16-205-005-0000, 01-16-205-006-0000, and 01-16-205-007-0000
Common Street Address 10300-10350 State Route 59 and 10331 Helen Avenue, Naperville,
Illinois 60564

EXHIBIT A

R2006-208014

PLAT OF ANNEXATION

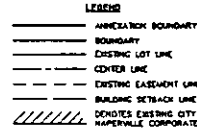
PART OF THE NORTHEAST QUARTER OF SECTION 16 TOWNSHIP 37 NORTH RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.



THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
NAME: HAPPEVILLE CITY CLERK
ADDRESS: P.O. BOX 3030
400 S. EAGLE STREET
HAPPEVILLE, IL
62466-7020

BLK. SUMMARY
LOT 3 = 6480 S.F. (1.48 AC) MORE OR LESS
LOT 4 = 4489 S.F. (1.026 AC) MORE OR LESS
LOT 5 = 7433 S.F. (1.706 AC) MORE OR LESS
EXISTING ROW = 69717 S.F. (1.600 AC) MORE OR LESS
TOTAL AREA
TO BE ANNEXED = 255482 S.F. (5.864 AC) MORE OR LESS

- NOTES:**
1. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
 2. DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS.
 3. BASIS OF BEARING: THE BEARINGS SHOWN ON THE PLAT MAP ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 5 EAST HAVING A BEARING OF S87°57'17".
 4. THERE ARE HABITABLE STRUCTURES ON THE PROPERTY BUT NO ELECTORS.



HAPPEVILLE PARK DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT REAL ESTATE INCORPORATED INTO AND MADE A PART OF THE HAPPEVILLE PARK DISTRICT OF WILL AND DUPAGE COUNTIES
BY ORDINANCE NO. _____ ADOPTED BY THE BOARD OF PARK DISTRICT COMMISSIONERS
AT A MEETING HELD ON THE _____ DAY OF _____ A.D. 20____
BY _____ PRESIDENT ATTEST _____ SECRETARY

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT REAL ESTATE INCORPORATED INTO AND MADE A PART OF THE CITY OF HAPPEVILLE OF WILL AND DUPAGE COUNTIES BY ORDINANCE NO. _____ ADOPTED BY THE CITY COUNCIL AT A MEETING HELD ON THE _____ DAY OF _____ A.D. 20____
BY _____ MAYOR ATTEST _____ CITY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL) SS
THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDS OFFICE OF WILL COUNTY CLERK JAMES J. JOHNSON ON THE _____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK PM AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____

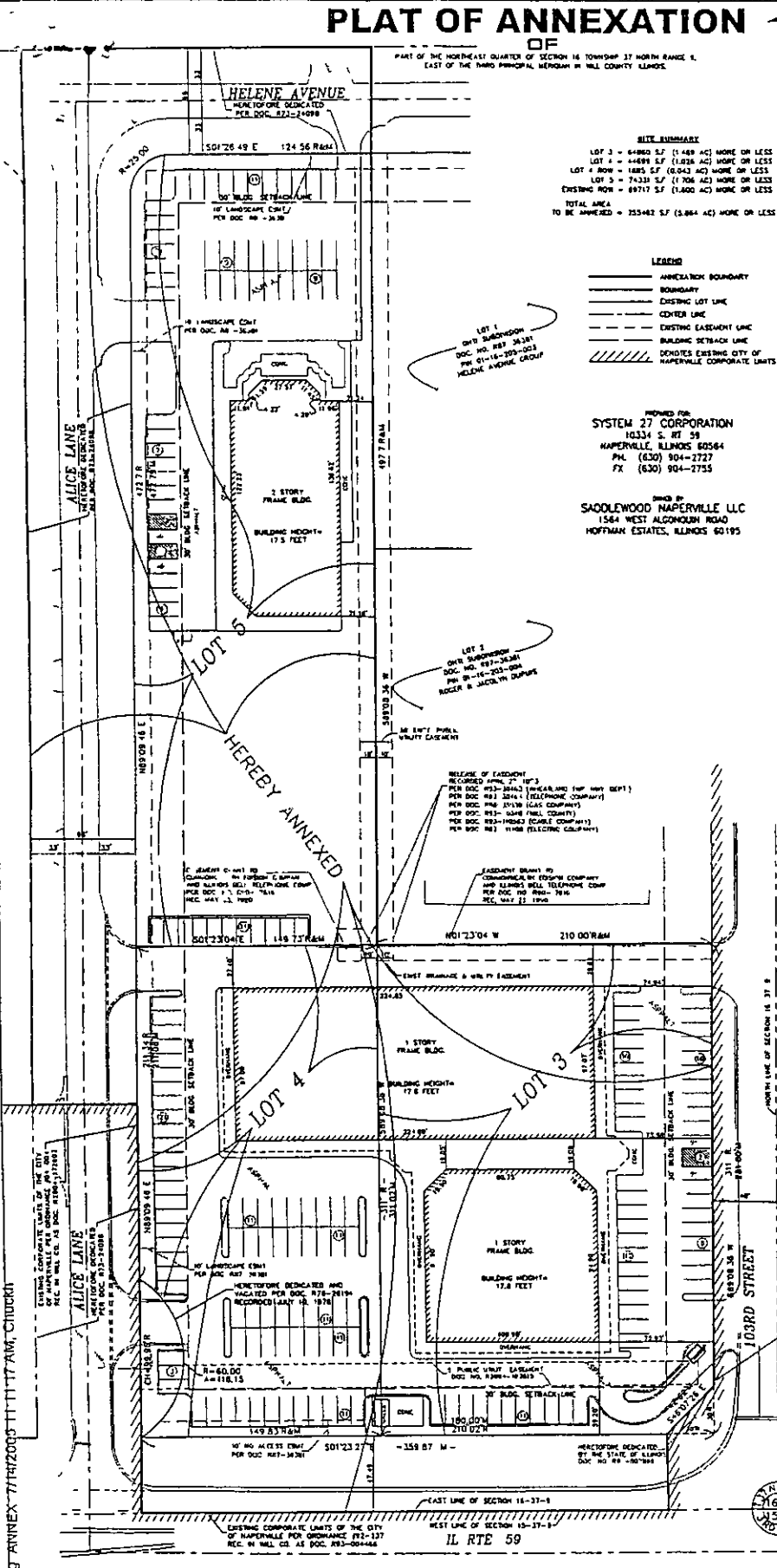
RECORDER'S NOTES

SURVEYOR'S AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
I, CHARLES A. HADGE, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM EXISTING PUBLIC RECORDS FOR THE PURPOSE OF ANNEXING SAID PROPERTY.
LOTS 2, 4 AND 5 IN OHTI SUBDIVISION A REDUCTION OF LOTS 102 AND 103, HOFFMANN ACRES LOT NO. PVE, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 1, 1981 AS DOCUMENT NO. 841741 (ELECTRIC COMPANY) THAT PART THEREOF DEDICATED TO THE STATE OF ILLINOIS BY DOCUMENT NO. 841741 (ELECTRIC COMPANY) ALSO BEING DESCRIBED AS BEING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 36.08 FEET; THENCE NORTH 45 DEGREES 15 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2, THENCE NORTH 45 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID NORTH LINE 24.90 FEET TO THE POINT OF BEGINNING; ALL IN WILL COUNTY, ILLINOIS.
TOGETHER WITH ALL THAT PART OF ALICE LANE, 1/2" WIDE, SOUTHWESTERLY OF AND COINCIDENT WITH THE ABOVE DESCRIBED PARCEL, EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED INTO THE CITY OF HAPPEVILLE.
TOGETHER WITH ALL THAT PART OF HELENE AVENUE, 1/2" WIDE, WESTERLY OF AND COINCIDENT WITH THE ABOVE DESCRIBED PARCEL, EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED INTO THE CITY OF HAPPEVILLE.
TOGETHER WITH ALL THAT PART OF ELMORE AVENUE, 1/2" WIDE, EASTERLY OF AND COINCIDENT WITH THE ABOVE DESCRIBED PARCEL, EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED INTO THE CITY OF HAPPEVILLE.
THIS PLAT HAS BEEN PREPARED BY ROADS AND ASSOCIATES, INC., LICENSED PROFESSIONAL LAND SURVEYOR NO. 087 UNDER MY PERSONAL SUPERVISION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ A.D. 20____



ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 087 LICENSE VALID THROUGH NOVEMBER 30, 2006



ROADS AND ASSOCIATES INC
CONSULTING ENGINEERS LAND SURVEYORS PLANNERS
1887 HIGHWAY DRIVE LN HAPPEVILLE, IL 62464
(630) 384-3332 FAX (630) 384-3387

PREPARED FOR:
SYSTEM 27 CORPORATION
10334 S. RT 59
HAPPEVILLE, ILLINOIS 62564
PH. (630) 904-2727
FX. (630) 904-2755

NO.	SHEET	REVISION

DATE: 04/23/06 FILE: 61734 FILE NO.: 617002 SHEET NO. 1 OF 1
SCALE: 1" = 30' DATE: 4/23/06 JOB NO.: 617002