Created: 7/11/25

Last revised: 7/22/25, 8/18/25

PROPERTY ADDRESS: 25013 & 25035 W 111th STREET NAPERVILLE, IL 60564

P.I.N. 07-01-20-200-006-0000

RETURN TO/PREPARED BY: CITY OF NAPERVILLE CITY CLERK'S OFFICE/ COMMUNITY SERVICES DEPARTMENT 400 SOUTH EAGLE STREET NAPERVILLE, IL 60540

ANNEXATION AGREEMENT FOR EVERLY TRACE SUBDIVISION

THIS ANNEXATION AGREEMENT for the Everly Trace Subdivision ("Agreement") is entered 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 JMRV Naperville, LLC, an Illinois limited liability company, with a mailing address of 445 Jackson Avenue, Suite 200, Naperville, Illinois 60540, which has been authorized by the Illinois Secretary of State to transact business in the State of Illinois (hereinafter referred to as the "OWNER AND DEVELOPER"). CITY and OWNER AND DEVELOPER are together hereinafter referred to as the "parties" and sometimes individually as "party".

RECITALS

1. **WHEREAS**, the OWNER AND DEVELOPER is the owner of record of all of the real property legally described on **EXHIBIT A** and depicted on **EXHIBIT B**, which property is located on 111th Street, is approximately ten (10) acres in size, and is contiguous to the CITY and not within the corporate limits of any municipality (hereinafter referred to as the "**SUBJECT PROPERTY**"); and

- 2. **WHEREAS**, the OWNER AND DEVELOPER has signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk for the SUBJECT PROPERTY to be known as the Everly Trace Subdivision with the intent of developing the SUBJECT PROPERTY with sixty-eight (68) townhome units; and
- 3. **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
- 4. **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
- 5. **WHEREAS**, the OWNER AND DEVELOPER proposes that the SUBJECT PROPERTY be developed pursuant to the zoning classification(s) specified in the CITY'S Zoning Ordinance, and the terms and conditions set forth and referenced herein; and
- 6. 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 Office, Commercial, and Industrial (OCI) District of the CITY'S Zoning Ordinance and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents, will promote the CITY'S sound planning and development, and will otherwise enhance and promote the general welfare of the CITY'S residents; and
- 7. WHEREAS, the CITY and the OWNER AND DEVELOPER have determined that the development of the SUBJECT PROPERTY should proceed as conveniently as possible and be subject to the ordinances, codes and regulations of the CITY, now in force and effect and as amended from time to time, unless specifically amended as part of the special terms and conditions contained in this Agreement.

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

GENERAL CONDITIONS FOR THE ANNEXATION OF THE SUBJECT PROPERTY

G1.0 RECITALS.

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

G2.0 ANNEXATION AND ZONING.

- G2.1 The SUBJECT PROPERTY shall be zoned as set forth in the Recitals and in the Special Conditions below.
- G2.2 If this Agreement and the Ordinance approving this Agreement, and those ordinances pertaining to the SUBJECT PROPERTY which were approved by the CITY concurrently with this Agreement, are not recorded with the Office of the Recorder in the county in which the SUBJECT PROPERTY is located within the timeframe set forth in said Ordinance and ordinances, said Ordinance and ordinances, and all exhibits thereto, including but not limited to this Agreement, shall be automatically null and void without further action being taken by the City. OWNER AND DEVELOPER shall defend, indemnify, and hold the CITY and its officers, agents, and employees harmless for any error or omission in recording or for failure to timely record.
- G2.3 Notwithstanding the area, lot, yard, and height standards contained in the Naperville Zoning Code for the zoning classification granted pursuant to this Agreement, after the fifth (5th) year after this Agreement is approved, if the SUBJECT PROPERTY is developed with any residential uses, the SUBJECT PROPERTY may only be developed with uses which comply with the density limitations specified in the then-current zoning classification applicable to the SUBJECT PROPERTY.

G3.0 ANNEXATION FEES.

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

G4.0 PARK DISTRICT ANNEXATION.

G4.1 See Section S16 hereof.

G5.0 TRANSPORTATION IMPACT FEES – INTENTIONALLY OMITTED.

G6.0 SIDEWALKS AND OTHER TRANSPORTATION RELATED PUBLIC IMPROVEMENTS.

- G6.1 Prior to recordation of a Final Plat of Subdivision for any portion of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall, at their sole cost and expense, and at the discretion of the City Engineer:
 - construct sidewalks along the entire frontage of the SUBJECT PROPERTY adjacent to public right-of-way, as approved by the City Engineer; or
 - pay to the CITY the estimated cost to construct sidewalks along the entire frontage of the SUBJECT PROPERTY adjacent to public rightof-way. Upon payment, OWNER AND DEVELOPER shall have no further obligation to construct said sidewalk.

G7.0 UTILITY LINES AND EASEMENTS.

- G7.1 The OWNER AND DEVELOPER shall grant to the CITY, at no cost to the CITY, any easements within the SUBJECT PROPERTY which the CITY may determine are necessary for the purposes of constructing, installing, replacing and maintaining sanitary sewers, water mains, electric service facilities, and other utilities necessary or incidental to service the SUBJECT PROPERTY.
- G7.2 The CITY shall allow the OWNER AND DEVELOPER to use appropriate easements obtained by the CITY from other parties for the purpose of providing sanitary sewers, water mains and other utilities to service the SUBJECT PROPERTY.

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

- G8.1 The OWNER AND DEVELOPER shall be solely responsible for the cost and expense incurred to extend the CITY'S water distribution system and sanitary sewer collection system to the SUBJECT PROPERTY. Payment shall be due at the time a building permit is issued if the CITY constructs and installs the proposed extension or any portion thereof.
- G8.2 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S water supply and distribution system and sanitary sewer collection system, and shall supply water and collection facilities thereto to the same extent as may be supplied to other structures and areas within the CITY.

- G8.3 The OWNER AND DEVELOPER shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.
- G8.4 The OWNER AND DEVELOPER shall also be responsible to pay for all infrastructure availability charges, connection fees and user fees for the CITY'S water distribution system and sanitary sewer collection system as set forth in the CITY'S ordinances, rules, and regulations.

G9.0 WASTEWATER TREATMENT PLANT CAPACITY.

- G9.1 The CITY guarantees that at the time building permits are requested, sufficient wastewater treatment plant capacity shall exist to provide complete and adequate wastewater treatment services for the SUBJECT PROPERTY without payment of any fees other than those specified in Subsection G9.2 of this Agreement.
- G9.2 The OWNER AND DEVELOPER shall pay all applicable wastewater infrastructure availability charges, connection fees and customary wastewater user fees in accordance with Title 8 of the Naperville Municipal Code, as amended and any rules and regulations promulgated pursuant to Title 8.

G10.0 UTILITY OVERSIZING.

- G10.1 The OWNER AND DEVELOPER shall construct and install at its sole cost and expense all water and sanitary sewer lines shown on the approved final engineering plans submitted for development of the SUBJECT PROPERTY.
- G10.2 The CITY shall pay for oversized water or sanitary sewer lines constructed as required by the CITY in accordance with the provisions of this Section to provide for increased capacity, not merely to compensate for slope differential.
- G10.3 Upon installation and acceptance by the CITY of said oversized lines, for residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct an eight (8") inch line and the cost to construct the oversized line. For non-residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct a twelve (12") inch line and the cost to construct the oversized line.

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

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

- G11.1 OWNER AND DEVELOPER shall pay any and all existing Utility Rebates, Special Connection Fees, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified in Section S3.0.
- G11.2 OWNER AND DEVELOPER shall further pay any and all future Utility Rebates, Special Connection Fees, Special Assessments, Recapture Fees, or Special Service Area Taxes, which may be properly and legally approved, established, or levied in the future. Notwithstanding the foregoing, this provision does not abrogate the right of any property owner to contest any Special Assessment or Special Service Area Tax.
- G11.3 The sum of the monies to be paid pursuant to 70 ILCS 705/20(e)(1)-(5) as a result of disconnection of the SUBJECT PROPERTY from a fire protection district shall be the sole responsibility of the OWNER AND DEVELOPER which responsibility shall be deemed fulfilled upon payment of said sum to the CITY. Payment in full shall be paid prior to recordation of the ordinance approving annexation of the Subject Property to the CITY and prior to recordation of this Agreement. Failure or oversight to collect said sum shall not release the OWNER AND DEVELOPER from liability therefore. This provision shall survive the expiration or termination of this Agreement.
- G11.4 This provisions of this Section G11.0 and each subpart hereof shall survive the expiration or termination of this Agreement.

G12.0 ELECTRICAL UTILITY SERVICE.

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

- G12.2 The OWNER AND DEVELOPER shall accept all electrical power and energy required for the SUBJECT PROPERTY from the CITY'S electrical utility system at the time such service is available.
- G12.3 The OWNER AND DEVELOPER shall pay all applicable connection fees, and costs related to on-site electrical distribution facilities and customary user fees in accordance with Title 8 of the Naperville Municipal Code.

G13.0 REFUSE AND WEED CONTROL.

- G13.1 During all phases of construction, OWNER AND DEVELOPER shall provide a sufficient number of construction-sized dumpsters to contain all trash and debris generated throughout the entire area of the project.
- G13.2 OWNER AND DEVELOPER shall prevent such containers from overflowing and shall prevent debris from blowing from the site by having the containers emptied as soon as reasonably possible once they are filled.
- G13.3 During all phases of construction, OWNER AND DEVELOPER shall regularly cut all weeds and grass in excess of eight (8") inches high on the site and on the right-of-way adjacent to the site.

G14.0 CHANGES TO ORDINANCES AND REGULATIONS.

- G14.1 If during the first five (5) years of the term of this Agreement, the provisions of the existing Naperville Zoning Code as it relates to the SUBJECT PROPERTY are amended to impose more stringent requirements in the subdivision, development, or construction on the SUBJECT PROPERTY, then such more stringent requirements shall not be effective as applied to the SUBJECT PROPERTY unless such change is agreed to by the parties hereto. This provision shall not apply to amendments to the Naperville Municipal Code related to conditional uses other than those conditional uses already approved by the Naperville Plan Commission for the SUBJECT PROPERTY.
- G14.2 Except as provided in Subsections G14.2.1 and G14.2.2 and G14.2.3 of this Section, if, during the first two (2) years of the term of this Agreement, the provisions of CITY ordinances or regulations are amended or modified to impose more stringent requirements for the subdivision, or construction of the site development improvements for the SUBJECT PROPERTY than were in effect as of the date of approval of this Agreement, which improvements are specified in the submitted and approved Final Engineering Plans, such amendments or modifications shall

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

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

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

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

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

G15.0 EXISTING STRUCTURES.

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

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

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

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

G16.0 EFFECT OF THIS AGREEMENT.

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

G17.0 NO DISCONNECTION OR DEANNEXATION.

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

G18.0 MODIFICATIONS TO THIS AGREEMENT.

- G18.1 If the OWNER AND DEVELOPER or the CITY wish to modify this Agreement, the CITY shall hold the necessary public hearings.
- G18.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request is made.
- G18.3 This Section shall not be construed to require the CITY to modify this Agreement.
- G18.4 Any such amendment or modification may be made only as to a portion of the SUBJECT PROPERTY, or as to the provisions applying exclusively thereto, and may be without the consent of the owners of other portions of the SUBJECT PROPERTY not affected by the amendment or modification.

G19.0 BINDING EFFECT AND TERM.

G19.1 The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY in the Office of the Recorder of the county in which the SUBJECT PROPERTY is located, and shall be binding upon and inure to the benefit of the parties hereto and all, grantees, successors in interest, assignees, heirs, executors, or lessees (whether their interest is in the SUBJECT PROPERTY as a whole or in any portion or aspect thereof), and upon any successor CITY officials and successor municipalities for a period of twenty (20) years from the EFFECTIVE DATE of this Agreement.

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

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

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

G20.0 CONTINUING RESPONSIBILITY.

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

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

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

G21.0 SEVERABILITY.

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

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

G22.0 NOTICES.

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

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

G23.0 GOVERNING LAW AND VENUE.

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

G24.0 FORCE MAJEURE.

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

G24.2 Provided, however, that said time period shall be extended for only the actual amount of time said party is directly delayed by one or more Events of Force Majeure. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be beyond OWNER AND DEVELOPER'S control if committed, omitted or caused by OWNER AND DEVELOPER, OWNER AND DEVELOPER'S employees, officers or agents or a subsidiary, affiliate or parent of OWNER AND DEVELOPER or by any corporation or other business entity that holds a controlling interest in OWNER AND DEVELOPER, whether held directly or indirectly.

G25.0 ENFORCEABILITY.

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

G26.0 CHALLENGE TO ANNEXATION.

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

G27.0 TIMING OF GRANTS OF PROPERTY INTERESTS.

G27.1 When any dedication of right-of-way, grant of easement, or other dedication or grant of property interests to the CITY is provided for in this Agreement, said dedication or

grant shall occur prior to, or simultaneously with, the recording of any final plat of subdivision or issuance of any permit, whichever occurs first.

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

G28.0 NON-WAIVER OF RIGHTS.

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

G29.0 CAPTIONS AND PARAGRAPH HEADINGS.

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

G30.0 ENTIRE AGREEMENT.

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

G31.0 AUTHORIZATIONS.

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

G32.0 SURETY.

G32.1 All improvements to be done by the OWNER AND DEVELOPER for any phase of the SUBJECT PROPERTY for which a surety is required by the CITY shall be secured by a cash deposit or Letter of Credit in a form approved by the City Attorney, in an amount

approved by the City Engineer, and in compliance with the Naperville Municipal Code. This provision shall apply whether or not a Letter of Credit is specified for each improvement. As to any surety or maintenance surety provided by the OWNER AND DEVELOPER to the CITY for improvements related to development of the SUBJECT PROPERTY, OWNER AND DEVELOPER agrees that: (1) at no time shall the CITY be liable for attorneys' fees with respect thereto; (2) OWNER AND DEVELOPER shall be liable to pay the CITY'S reasonable attorneys' fees and costs (in-house or outside counsel) in enforcement thereof; and (3) the list of circumstances set forth in such surety (including any exhibit thereto) as bases for default thereunder shall entitle the CITY to draw on said surety. Notwithstanding provision of said surety, until the public improvements have been accepted by the CITY, the OWNER AND DEVELOPER shall remain obligated for completion of said public improvements and/or (at the CITY'S sole discretion) to pay any costs for said public improvements to the extent that the surety is not sufficient to pay for the costs of the public improvements, or in the event of any denial, or partial denial, of coverage by the surety, or failure of the surety to timely respond to a demand for payment. The provisions set forth in this Section G32 shall survive the expiration or termination of this Agreement.

G33.0 ACCEPTANCE OF PUBLIC IMPROVEMENTS.

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

G34.0 EXHIBITS INCORPORATED.

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

G35.0 AMBIGUITY.

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

G36.0 RECAPTURE AGREEMENTS.

G36.1 If, pursuant to the terms of this Agreement, the OWNER AND DEVELOPER installs improvements, including but not limited to water distribution system improvements, sanitary sewer collection system improvements, storm sewer system improvements, roadway improvements, or other improvements (hereinafter "Improvements") which the OWNER AND DEVELOPER and the CITY reasonably determine will benefit properties other than the SUBJECT PROPERTY, the OWNER AND DEVELOPER may submit a request to the City Engineer for the City to enter into a recapture agreement ("Recapture Agreement"). The OWNER AND DEVELOPER'S request must be accompanied by a draft of the proposed Recapture Agreement and documentation, to the satisfaction of the City Engineer, clearly demonstrating the "as built" costs of the Improvements for which recapture is sought. The proposed Recapture Agreement shall identify the benefitting properties and recapture amounts, which shall be subject to approval of the City Engineer. Subject to approval of the proposed Recapture Agreement by the City Engineer, approval of the form of the Recapture Agreement by the City Attorney, and any notice to be given to the benefiting property owners, the matter shall be scheduled for consideration by the Naperville City Council. If an ordinance approving the Recapture Agreement is passed by City Council, the Recapture Agreement shall be recorded against the title of the benefiting properties identified in the Recapture Agreement.

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

G37.0 JOINT LIABILITY.

G37.1 OWNERS AND DEVELOPERS shall be jointly and severally liable for the obligations and responsibilities set forth and referenced herein.

G38.0 DESIGNEES INCLUDED.

G38.1 Whenever the title of a position of a City employee or official is used in this Agreement relative to an action being taken or an approval being given (e.g. Zoning Administrator,

City Engineer, Director of Department of Public Utilities), the individual's designee shall be automatically be included therein.

G39.0 REMEDIES CUMULATIVE.

G39.1 The rights and remedies of the parties to this Agreement, whether provided by law and/or specified in this Agreement, shall be cumulative, and the specification or exercise of any one or more of such remedies shall not preclude the exercise by such party, at that time or different times, of any other such remedies as that party deems appropriate.

SPECIAL CONDITIONS FOR THE ANNEXATION OF THE SUBJECT PROPERTY

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

S1.0 ANNEXATION AND ZONING.

- S1.1 The Zoning Classification for the SUBJECT PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall be OCI (Office, Commercial and Institutional District) with a conditional use for single-family attached dwellings.
- S1.2 A plat of annexation prepared by Cemcon Ltd., dated December 23, 2024, last revised May 20, 2025, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT B.**
- S1.3 A site plan prepared by Cemcon Ltd., dated January 13, 2025, last revised May 20, 2025 ("Site Plan") for the SUBJECT PROPERTY is attached hereto as Exhibit C. Any modification of said Site Plan which alters the residential concept or intent of the approved Site Plan shall require an amendment of this Annexation Agreement for which a public hearing shall be noticed pursuant to Section 6-5-3:2 of the Naperville Municipal Code, as amended from time to time. This provision shall survive the expiration or termination of this Agreement. A variance to the Naperville Municipal Code was approved for the SUBJECT PROPERTY as follows: Section 6-7F-7 (Yard Requirements) to reduce the corner side yard setback from twenty feet (20') to fifteen feet (15') for the rowhome residence on Lot 7.

S2.0 ANNEXATION FEES.

S2.1 The Annexation Fee calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code for the SUBJECT PROPERTY is \$4,000.00, 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:

111th Street Sanitary Life Station Recapture Fee:

\$5,446.86 (\$566.13/per acre)

Due: prior to recordation of this Agreement.

S3.2 The amount to be paid to the Plainfield Fire Protection District pursuant to the provisions of 70 ILCS 705/20(e)(1)-(5) as a result of the annexation of the SUBJECT PROPERTY to the CITY shall be \$6,088.29. Said amount shall be paid in full by the OWNER AND DEVELOPER to the CITY prior to recordation of the ordinance approving annexation of the Subject Property and prior to recordation of this Agreement.

S4.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.

IF TO THE CITY:

City Clerk/Community Services Department, City of Naperville 400 South Eagle Street Naperville, Illinois 60540

WITH COPIES TO:

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

IF TO THE OWNER AND DEVELOPER:

JMRV Naperville, LLC 445 Jackson Avenue, Suite 200 Naperville, Illinois 60540

WITH COPIES TO:

Rosanova & Whitaker Attn: Russell G. Whitaker 445 Jackson Avenue, Suite 200

S5.0 APPLICABLE REGULATIONS.

S5.1 Except as provided in S5.1.1 below, for any State mandated code provisions, including but not limited to energy code provisions, any new building codes which are adopted by the City subsequent to the approval of any master plan sets for the Subject Property within the first two years after the Effective Date of this Agreement shall not be applicable to said approved master plan sets, provided that the master plan sets remain active and have not expired per Title 5 (Building Regulations) of the Naperville Municipal Code. Upon expiration, any resubmitted master plan sets shall comply with all codes in place at the time of reapplication.

S5.1.1 Notwithstanding the provisions set forth in Section S5.1 above, any amendments to the CITY'S Building, Fire, or Life Safety Codes or regulations approved and enacted after the EFFECTIVE DATE of this Agreement shall be applicable to the SUBJECT PROPERTY without exception.

S6.0 EMERGENCY ACCESS.

S6.1 OWNER AND DEVELOPER agrees to construct, at OWNER 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 EXISTING STRUCTURE.

S7.1 The SUBJECT PROPERTY is currently improved with a two-story frame residence ("Structure").

S7.2 If the Structure is in existence at the time the SUBJECT PROPERTY is annexed to the City, it shall be demolished in accord with a permit issued by the City of Naperville within ninety (90) days of recordation of this Agreement with the Will County Recorder or any extension of said timeframe approved in writing by the City Zoning Administrator (the "**DEMOLITION TIMEFRAME**"). OWNER AND DEVELOPER shall give the City's Deputy Director of T.E.D. (Transportation, Engineering, and Development) written notice that demolition of the Structure has been completed. The provisions of Section G15, and each subsection thereof

("Section G15"), shall not apply to said structures during the DEMOLITION TIMEFRAME. OWNER AND DEVELOPER shall evidence compliance with the provisions of Sections S6.0, S7.2, G15.1.1, and G15.2 to the satisfaction of the Deputy Director of T.E.D. within thirty (30) days of expiration of the DEMOLITION TIMEFRAME or such other timeframe agreed to in writing by the Deputy Director of T.E.D.

S7.3 Failure of OWNER AND DEVELOPER to comply with the requirements of Section S7.2 above and Section G15.0, to the extent not modified under the Special Conditions in this Agreement ("EXISTING STRUCTURES"), shall constitute an ordinance violation under the Naperville Municipal Code for each day said violation continues. In addition, OWNER AND DEVELOPER shall be obligated to pay fines of one hundred dollars (\$100) for each day exceeding the DEMOLITION TIMEFRAME. All fines shall be paid in full by OWNER AND DEVELOPER within thirty (30) days of issuance of bills thereof by the City. No building permit for the SUBJECT PROPERTY shall be issued until all fines are paid in full. If said fines are not paid in full in a timely manner, the City shall have the right to record one or more liens against the SUBJECT PROPERTY which lien may include reasonable attorney's fees (including in-house counsel) and costs of collection, including litigation costs.

S8.0 SCHOOL AND PARK DONATIONS.

S8.1 OWNER AND DEVELOPER agrees to abide by the school and park donation provisions set forth in Section 7-3-5 (Dedication of Park Lands and School Sites or for Payments of Fees in Lieu of) of the Naperville Municipal Code, as amended from time to time. OWNER AND DEVELOPER acknowledge that the school and park donation established herein is done so pursuant to City of Naperville Ordinance and Code provisions and agrees that payment of said amount shall not be paid under protest.

Further, OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required school and park donation pursuant to the "Per Permit Payment" provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code. Said Per Permit Payment shall be calculated based on the school and park donation table set forth in Section 7-3-5 of the Naperville Municipal Code in effect at the time of the building permit issuance and shall be made prior to issuance of the building permit.

S9.0 WATERMAIN.

S9.1 OWNER AND DEVELOPER shall, at their sole cost, install an eight inch (8") watermain extending from the existing watermain stub located under the 111th Street pavement on the northeast frontage of the Subject Property (hereinafter referred to as the "WATERMAIN IMPROVEMENT") as depicted on the Preliminary Engineering Plans prepared by Cemcon, Ltd. dated January 14, 2025, last revised May 20, 2025. The WATERMAIN IMPROVEMENT shall be constructed in strict accordance with the Final Engineering plans to be submitted, reviewed and approved by City staff unless revisions to said plans are approved in writing by the City Engineer. An approved copy of the permit from the Illinois Environmental Protection Agency (IEPA) must be submitted to the CITY's Department of Public Utilities -Water/Wastewater prior to construction of the WATERMAIN IMPROVEMENT. No occupancy permits will be issued for the SUBJECT PROPERTY until the WATERMAIN IMPROVEMENT has been constructed by the OWNER AND DEVELOPER and inspected and approved by the City's Director of Public Utilities -Water/Wastewater. The provisions of this Section 9 shall survive the expiration or termination of this Agreement. The WATERMAIN IMPROVEMENT shall be considered a Public Improvement and subject to the provisions of Section S11.1 and S12.1 below.

S.10.0 SANITARY SEWER.

S10.1 OWNER AND DEVELOPER shall, at their sole cost, install an eight inch (8") sanitary sewer extending from the existing sanitary manhole located under the 111th Street pavement on the northeast frontage of the Subject Property (hereinafter referred to as the "SANITARY SEWER IMPROVEMENT") as depicted on the Preliminary Engineering Plans prepared by Cemcon, Ltd. dated January 14, 2025, last revised May 20, 2025. The SANITARY SEWER IMPROVEMENT shall be constructed in strict accordance with the Final Engineering plans to be submitted, reviewed and approved by City staff unless revisions to said plans are approved in writing by the City Engineer. An approved copy of the permit from the Illinois Environmental Protection Agency (IEPA) must be submitted to the CITY's Department of Public Utilities – Water/Wastewater prior to construction of the SANITARY SEWER IMPROVEMENT. No occupancy permits will be issued for the SUBJECT PROPERTY until the SANITARY SEWER IMPROVEMENT has been constructed by the OWNER AND DEVELOPER and inspected and approved by the City's Director of Public Utilities -Water/Wastewater. The provisions of this Section 10.1 shall survive the expiration or termination of this Agreement. The

SANITARY SEWER IMPROVEMENT shall be considered a Public Improvement and subject to the provisions of Section S11.1 and S12.1 below.

S11.0 ACCEPTANCE OF WATER MAIN AND SANITARY SEWER.

S11.1 The CITY hereby agrees to accept the WATERMAIN IMPROVEMENT AND SANITARY SEWER IMPROVEMENT: (i) after the work has been completed and approved (including but not limited passing all testing requirements) by the City Engineer and the Director of the Department of Utilities – Water/Wastewater; and (ii) upon issuance of a Bill of Sale to the CITY by the OWNER AND DEVELOPER for the both the WATERMAIN IMPROVEMENT AND SANITARY SEWER IMPROVEMENT in a form approved by the CITY. Upon acceptance of the WATERMAIN IMPROVEMENT AND SANITARY SEWER IMPROVEMENT, the CITY shall be the owner thereof and shall thereafter be responsible for its maintenance, repair, and replacement. The provisions of this Section 11.1 shall survive the expiration or termination of this Agreement.

S12.0 Intentionally Omitted.

S13.0 CAPPING OF THE EXISTING WELL.

13.1 Prior to connection of all or any portion of the SUBJECT PROPERTY to any CITY utility, OWNER AND DEVELOPER shall provide written evidence and documentation to the satisfaction of the Director of the City's Department of Utilities-Water/Wastewater demonstrating that the well has been capped and permanently abandoned per Will County Health Department regulations then in effect and is no longer being used for any purpose

Failure to comply with requirements above shall entitle the City to deny issuance of future building permits for the SUBJECT PROPERTY. In addition, the City may take such other actions as it deems appropriate, including but not limited to filing ordinance violations against the OWNER AND DEVELOPER and their grantees, successors in interest, assignees, heirs, executors, or lessees.

The provisions of this Section 13.1 shall survive the expiration or termination of this Agreement.

S14.0 TERMINATION OF THE EXISTING SEPTIC.

14.1 Prior to connection of all or any portion of the SUBJECT PROPERTY to any CITY utility, OWNER AND DEVELOPER shall provide written evidence and documentation to the satisfaction of the Director of the City's Department of Utilities-Water/Wastewater

demonstrating that the septic field on the SUBJECT PROPERTY has been permanently terminated per Will County Health Department regulations then in effect and is no longer being used for any purpose.

Failure to comply with these requirements shall entitle the CITY to deny issuance of future building permits for the SUBJECT PROPERTY. In addition, the City may take such other actions as it deems appropriate, including but not limited to filing ordinance violations against the OWNER AND DEVELOPER and their grantees, successors in interest, assignees, heirs, executors, or lessees. The provisions of this Section 14.1 shall survive the expiration or termination of this Agreement.

S15.0 FINANCIAL SURETY.

S15.1 Financial surety in conformance with Section G32.1 hereof shall be provided and maintained by OWNER AND DEVELOPER in the amount of 110% of the approved engineer's cost estimate which guarantees the completion of public improvements and soil erosion and sedimentation control for the SUBJECT PROPERTY ("Public Improvements"). Said surety shall comply with the provisions of Section G32.0 hereof and shall be received and approved prior to issuance of a site development permit for the SUBJECT PROPERTY. As noted in Section S10.1 and S11.1, the WATERMAIN IMPROVEMENT AND the SANITARY SEWER IMPROVEMENT shall be included as a Public Improvements subject to the surety provisions of this Agreement.

Upon acceptance of the Public Improvements by the CITY, the OWNER AND DEVELOPER shall provide the CITY with a maintenance surety for the Public Improvements in compliance with the provisions of Section G33.0 hereof.

S16.0 PARK DISTRICT ANNEXATION

S16.1 Prior to recordation of this Agreement, OWNER AND DEVELOPER shall file a petition for annexation of the SUBJECT PROPERTY to the Naperville Park District. OWNER AND DEVELOPER shall take all steps required to finalize annexation of the SUBJECT PROPERTY to the Naperville Park District on a timely basis.

S17.0 REQUIRED LANDSCAPING.

S17.1 Prior to issuance of a certificate of occupancy for any portion of the SUBJECT PROPERTY, OWNER AND DEVELOPER shall, at its sole cost and expense, install the trees and other landscaping materials on the SUBJECT PROPERTY and adjacent to the SUBJECT

PROPERTY in public right-of-way, as depicted on the Preliminary Landscape <u>Plan</u> prepared by Gary R. Weber and Associates, Inc., dated January 17, 2025 and last revised May 28, 2025 attached hereto as **EXHIBIT D** (hereinafter "**Preliminary Landscape Plan**"), notwithstanding the foregoing, the City Engineer may, at his discretion, agree in writing to a different timeframe for installation of some portion of the trees and landscaping materials depicted on the Preliminary Landscape Plans.

S17.2 Final landscape plans for the SUBJECT PROPERTY shall be submitted by OWNER AND DEVELOPER concurrently with their submission of the final plat of subdivision for review and approval by the Zoning Administrator. Said final landscape plans shall be in substantial compliance with the Preliminary Landscape Plan and shall also conform to the requirements of Title 5, Chapter 10 of the Naperville Municipal Code, as amended from time to time.

S18.0 EFFECTIVE DATE.

S18.1 The effective date ("**EFFECTIVE DATE**") of this Agreement shall be the date it is recorded with the Office of the Will County Recorder.

/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

	Attest	
By:	By:	
Scott A. Wehrli Mayor	Dawn C. Po City Cler	rtner
State of Illinois)		
County of DuPage)		
The foregoing instrument was a	acknowledged before me by Scott A. Wehrli,	Mayor, and Dawn C
Portner, City Clerk, this	_ day of, 20	
	Notary Public	
-seal-		

OWNER & DEVELOPER/JMRV NAPERVILLE, LLC

By:			
[name] Russe 11 G. Whitaler			
[title] Member			
State of Illinois			
County of Durage)			
The foregoing instrument was ac	cknowledged before me	by Russell G. Word	when Member of
Imry Noperville, LC, and			
day of August , 2025.			
OFFICIAL SEAL			
JOELLEN M. LEAVY Notary Public, State of Illinois Commission No. 909380 My Commission Expires	0		
My Commission Expires March 10, 2028	Joellen M. Lea	wy	
	Notary Pub		
	,		

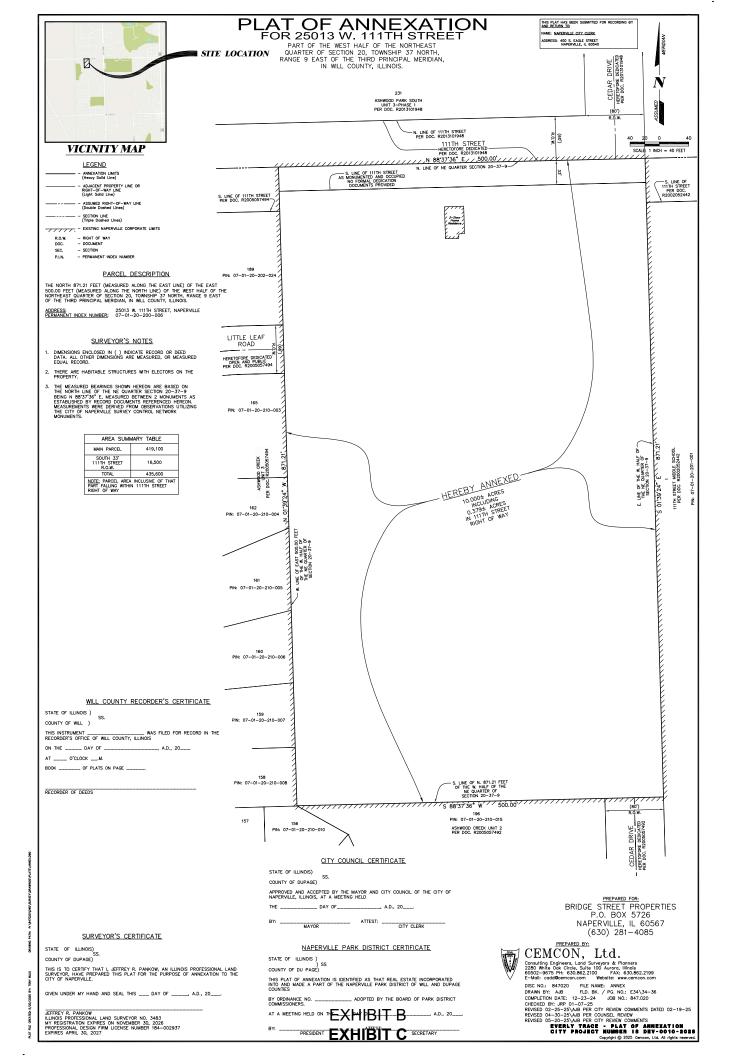
-seal-

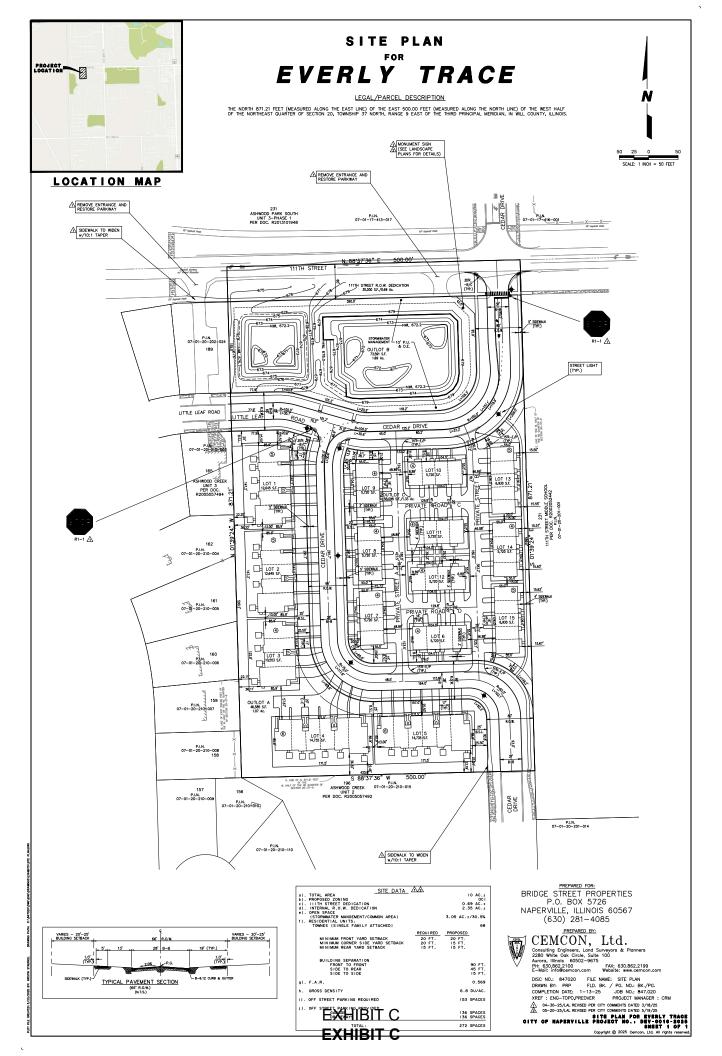
LEGAL DESCRIPTION

THE NORTH 871.21 FEET (MEASURED ALONG THE EAST LINE) OF THE EAST 500.00 FEET (MEASURED ALONG THE NORTH LINE) OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN: 07-01-20-200-006-0000

COMMONLY KNOWN AS: 25013 AND 25035 WEST 111TH STREET, NAPERVILLE, ILLINOIS 60564





Preliminary Landscape Plan EVERLY TRACE Naperville, Illinois July 14, 2025

CONSULTANTS:

ANDSCAPE ARCHITECT:

GARY R. WEBER ASSOCIATES, INC 402 W. LIBERTY DRIVE WHEATON, ILLINOIS 60187

CEMCON, Ltd.

CIVIL ENGINEER:

2280 WHITE OAK CIRCLE, SUITE 100
AURORA, IL 60502-9675



BRIDGE STREET

PROPERTIES

INDEX OF SHEETS

TREE PRESERVATION PLAN	TYPICAL FOUNDATION LANDSCAPE PLANS	TYPICAL FOUNDATION LANDSCAPE PLANS	TYPICAL FOUNDATION LANDSCAPE PLANS	MONUMENT DETAILS	LANDSCAPE DETAILS	OVERALL LANDSCAPE PLAN	COVER SHEET	

EXHIBIT D EXHIBIT C

TREE INVENTORY





Ulmus carpinifolia "New Horizon" NEW HORIZON SMOOTHLEAF ELM ASTERN REDBUD Betula nigra 'Cully' JERITAGE RIYER BIRCH Amelanchier x grandiflora APPLE SERVICEBERRY DRNAMENTAL TREES F F ¥ 2 1/2" Cal Multi-Stem Multi-Stem

llia cordata 'Greenspire' REENSPIRE LITTLELEAF LINDEN

2 1/2" Cal.

EVERGREEN TREES Syringa reticulata "Ivory SIIK" VORY SILK JAPANESE TREE LILAC ¥ ¥ Multi-Stem

folus 'Proinifine' RAIRIFIRE CRABAPPLE

*icea glauca vor. demanta BLACK HILLS SPRUCE * * * * *

³inus strobus EASTERN WHITE PINE DECIDIOUS SHRUBS taea amarika JERBIAN SPRUCE

Comus serioso "Balleyi" SAILEY'S REDTWIG DOGWOO!

Rhus aramatica 'Gro-low' GRO-LOM SUMAC itea virginica 'Little Herry'
LITTLE HENRY VIRGINIA SWEETSPIRE
Physocorpus apulifolius 'Seward'
SUTMER MINE NINEBARK Hydrongeo poniculato 'SMHPLOF' 4 0.0 4 0.0 9 O.C.

3 O.C. B' 0.C

NATIVE AREA LEGEND

4 O.C. 4 0.0

Vibumum x juddii JUDD VIBURNUM

Meigelo florida 'Bromwell FINE MINE MEIGELA Syringa meyeri "Palabin" DWARF KOREAN LILAC

VERGREEN SHRUBS

Juniperus chinensis 'Kallays Compact'
KALLAYS COMPACT PRITZER JUNIPER 4 O.C. 3' O.C.

GENERAL LANDSCAPE NOTES

LOW PROFILE PRAIRIE SEED MIX & EROSION CONTROL BLANKET NATIVE AREA SIGN

MET MEADOW SEED MIX *
EROSION CONTROL BLANKET EMERGENT PLANTINGS

Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance. Contractor shall verify underground utility lines and is responsible for any damage.

Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the Job per plan.

Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.

Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.

See General Conditions and Specifications for landscape work for additional requirements.

Penicum vingatum 'Heary Metal HEAVY METAL SWITCHGRASS

khizachynium scopanium "Twilight Zono" TWILIGHT LITTLE BLUESTEM Peronekia atriplicifolia RUSSIAN SAGE

> 24' O.C. 24' O.C. 24 O.C.

Nepeta racernosa "Naiker's Low" WALKER'S LOW CATMINT

At all times, the Customer shall be solely responsible for mointening a suiside approach to the mater locations, with no obstructions within four (4') feet of the front and two (2') feet of the size of the Telex. For NAPERVILLE SERVICE RULLES AND POLICIES 222.F.

Do not plant any trees within 5' of DPU-E underground facilities.

Clearance to transformer pad SHALL be 5' from all sides, 10' from front, and the area above must be completely clear of obstruction. No trees, shrubs, or after obstacles will be allowed within this area. Per DPUE specifications CIO-2130 AND C30-0016

ROUNDCOVERS

P

12" O.C.

8º O.C.

THE WAS A PARTY OF THE PROPERTY OF THE PARTY OF THE PARTY

Juniperus chinensis 'Sea Green SEA GREEN JUNIPER PERENNIALS AND ORNAMENTAL Taxus x media 'Densiformis' DENSE YEW 30° Mide 4 O.C. 6 O.C.

18" O.C. 18" O.C. 30' 0.0.

Echinoceo (CBG Cone 2)
PIXIE MEADOWBRITE CONEFLOWER
-

lemerocallie "Happy Returne IAPPY RETURNS DAYLILY Colomograstis x acutiflora 'Karl TEATHER REED GRASS Allium 'Summer Beauty' BUMMER BEAUTY ONION

5-10-3-3 PARKWAY LANDSCAPING: 2,574 L.F. LANDSCAPING REGURED: 64 PARKWAY TREES LANDSCAPING PROVIDED: 64 PARKWAY TREES PARKWAY TREES OF THE SAME SPECIES WILL BE PLANTED IN GROUPS OF NO GREATER THAN FIVE

88 88

8

PLANTINGS PRAIRE PLANTINGS TANK OF IN HEFT! CÉDAR DR 8 8 8 8 8 A ENTRANCE - SEE TLANDSCAPE DETAIL SHEET L1.2 000 . - -CEDAR DR LOT 13

02 01 REVISIONS SHEET NO. ROJECT NO. 07.14.25 05.28.25 04.23.25

CEDAR DR

0 25' 50' SCALE: 1"=50'

100

150'

NORTH

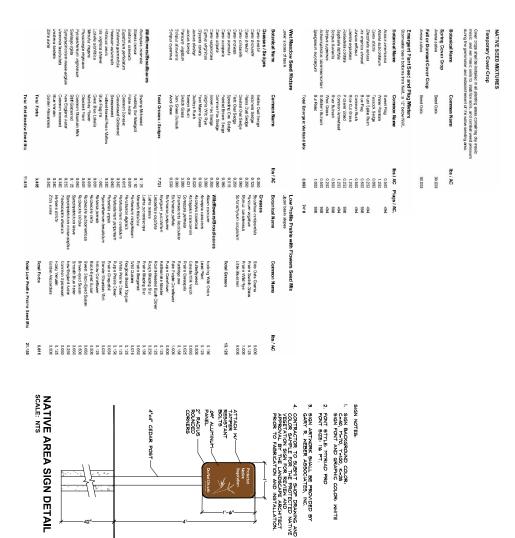
EVERLY TRACE
NAPERVILLE, ILLINOIS

-P

OVERALL LATING TO BLAN

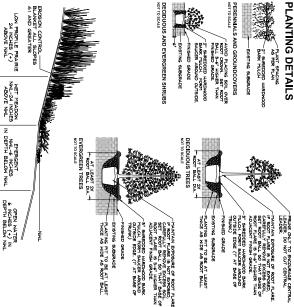








MONUMENT PLANTING DETAIL



EVERLY TRACE

LANDSCAPE DENTIL



ORNAMENTAL ORNAMENTAL GRASS

TREE





NATURALIZED STORMWATER BASIN SECTION NOT TO SCALE

DISTANCE VARIES

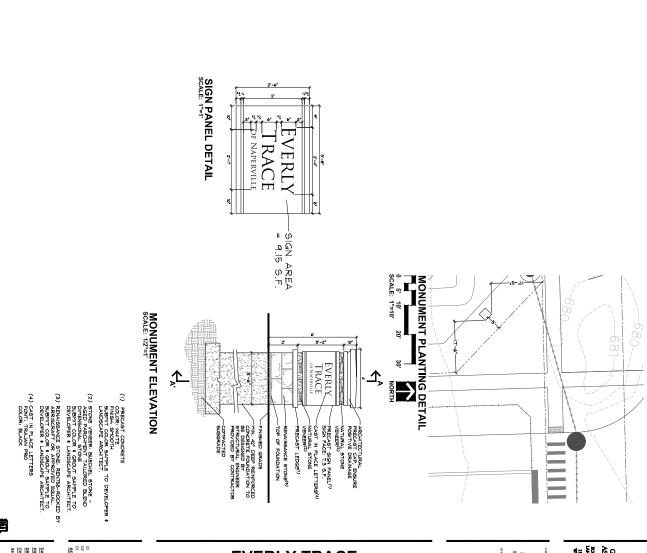
DISTANCE VARIE

DISTANCE VARIES

DISTANCE VARIES OPEN WATER
6 INCHES (+) IN
DEPTH BELOW NWL

SHEET NO. L1.2

NAPERVILLE, ILLINOIS





L1<u>.3</u>

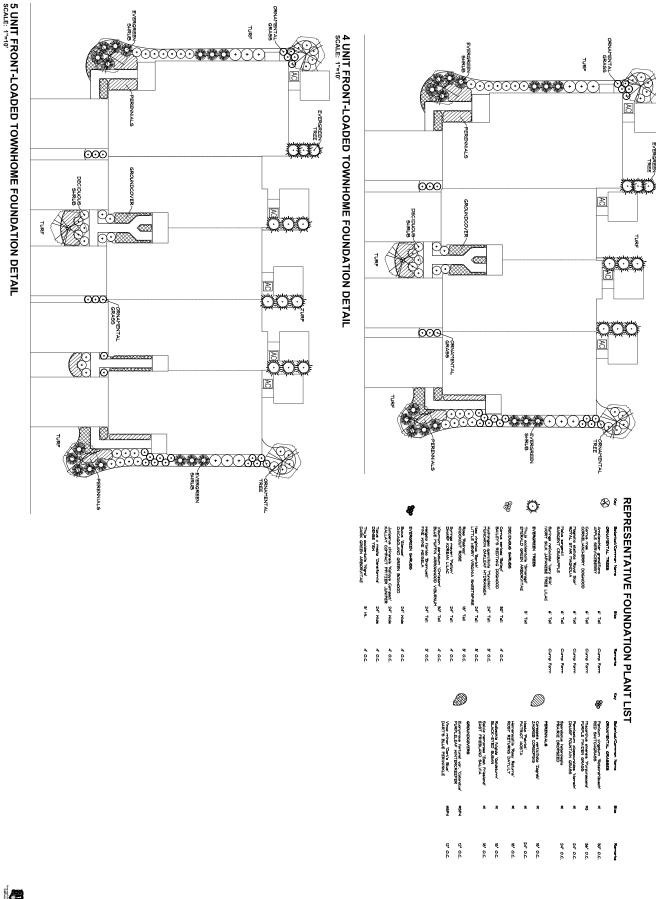
02 01 REVISIONS 07.14.25 05.28.25 04.23.25

EVERLY TRACE
NAPERVILLE, ILLINOIS

моиим**ЕХНЕ**ДГО **ЕХНЕНТ С**









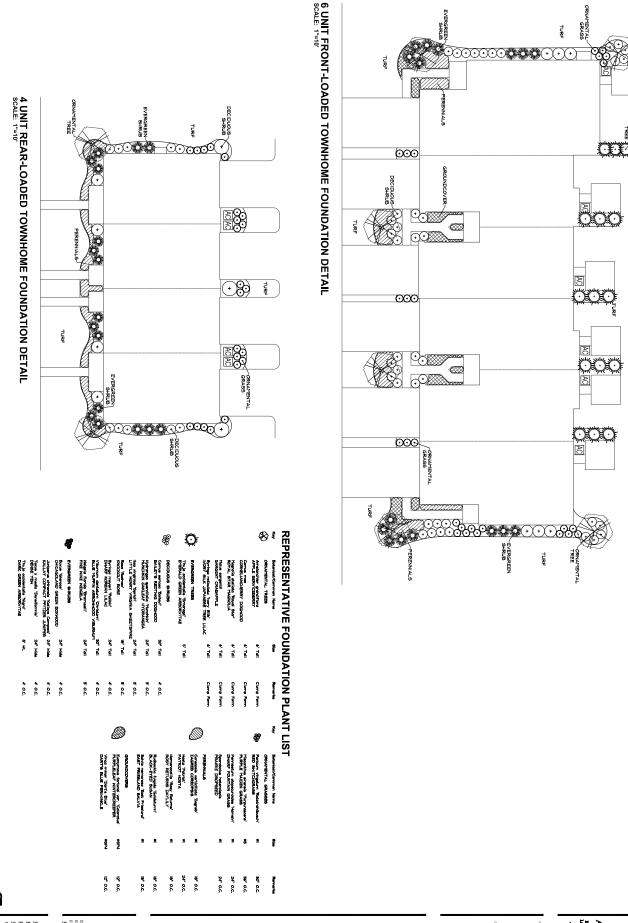


EVERLY TRACE NAPERVILLE, ILLINOIS









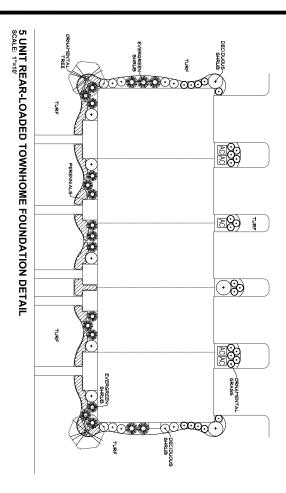
02 01 REVISIONS L1.5 07 14 25 05 28 25 04 23 25

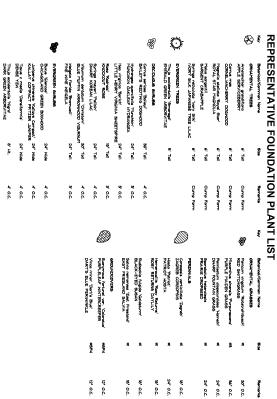
EVERLY TRACE
NAPERVILLE, ILLINOIS

TYPICAL FOUNDATION HARDS PAPE PLANS











02 01 REVISIONS L1.6 ROJECT NO. 07 14 25 05 28 25 04 23 25

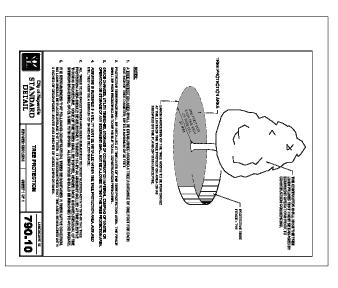
EVERLY TRACE NAPERVILLE, ILLINOIS

TYPICAL FOUNDATION HARDS PAPE PLANS EXHIBIT 6





TREE PRESERVATION DETAIL SCALE: NTS SEE NOTES





LEGEND

TREE TO BE PRESERVED

TREE PRESERVATION NOTES

1. 40" high snow lines or wood barriers shall extend to the dripline of the tree or tree mass wherever possible, shall be reliabled before construction begins, and should not be removed until the completion of construction. All accidental demage to existing trees that are to be preserved shall be pemptly treated as regifted in accordance with respirated particultural practices and accordance with respirated perfections of the professional Arbonist, Landscape Architect or Horistuttures;

Broken or bodly bruised branches shall be removed with a clean cut. If recommended by the professional Arbonist, Landscape Architect or Horticulturist.

Care shall be exercised by the contractors to protect all overhead limbs and branches from damage by contact with material, machinery or equipment and by damage from engine exhaust.

When underground utilities are proposed within 5' of a preserved tree trunk, they must be augered if possible Contractions shall protect trees and vegetation against spills or discharge of fuels, lubricating oils, hydraulic fluids, anti-freeze and coolarts, captium chioride, lime and oil other similar hydrocarbons, organic chemicals, and other maderials which can be harmful.

ASHBODO CREZX UNT 3/ PER DOC REXAMBINATION 3080 IN HEATT 3043 OUTLOT B HWL 678.0 NWL 678.2 0 25' 50' SCALE: 1"=50' CEDAR DR 100' LOT 13 CEDAR DR eereee gegegeenees 4325 150 Q 100 4349 4351 4352 NORTH

SHEET NO. L1.7

02 01 REVISIONS 07.14.25 05.28.25 04.23.25

EVERLY TRACE NAPERVILLE, ILLINOIS

TREE PRESERVATION PLAN EXHIBIT 6





	Fungus-Sam(Cavity)Trunk Scar
TREATMEND (MANAMENT) (1997-1999) (MANAMENT)	20
DESTRUCTION COMMONSMENT	Ω
Olivaria Paris Commonwell Olivaria O	
Object Process Proce	
Object Procession Commonwell	
Object Principle Object	
Olivine State Deliverse	
DESTRUCTION COMMONING Destruction De	
Order Process Proces	
Obstacle	P
DESTRICTABLE COMMONANCE DISCUSSION STRUCTURE DESTRUCTURE COMMONANCE DISCUSSION DESTRUCTURE DESTRUCTURE DESTRUCTION DE COMMONANCE DISCUSSION DES RECUESTO DE COMMONANCE DE	
Obstacle	
DESTRUCTION COMMONANCE DATE DATE	Limb Broken De
DESTRUCTION COMMONANCE DESTRUCTION DESTRUCTION	20
Description Commonwell	32% dead wood
DESTRICTABLE COMMONANCE DISCRICTORY OF ACCUSATION OF THE COMMONAN	0000
Object Procession Commonwell Object Ob	2
DESTRUCTION COMMONANCE DESTRUCTION DESTRUCTION	
Older Principle Older	
Obstacle Composition Com	
Observation Commonwell Observation O	
DESTRUCTION DESTRUCTION DESTRUCTION DESTRUCTION	
DESTRICTABLE COMMONANTE DEL PROPRIE DESTRUCTURE DESTRUCTURE DESTRUCTURE DEL PROPRIE DEL PR	
Description Commonwell	
Obstración de la composition d	
Obstacle	
Octobre Description Desc	
October 1981 October 1982 October 298	
Observation	Total Care
Older December D	
Comment	
Older December D	Tunk Soar
Comment	
Order Process Order Or	20%
Dell'Americani (Marchaell Obligation) (1997)	
Octobre Octo	n/Crown Lean
Okasa Jahan	
Comment	
Communication Communicatio	De
Older Principle Older	
October December	
Comment Comm	
Comment	
DESTRUCTION COMMONANCE DM (1999) DOSTON ENTERTINE	i i
DESTRICTABLE COMMONANCE DIM (Promote) COMMONAN	2
Comment Comm	Dead Leader/Nood not Cavity
Olders Description Descr	30
Comment	
Orders Description Descr	Dead Leader/Nood rot Cavity
Company Comp	3
Delta Harris Maria Del (Horney) Gold Nel Lance (Spill Sin France Leader) Connel Lance (Spill Sin	Boe Man.
O Prista a hara Wallang Mangalang Deliyemaya (Odon) All Salang Ballang	
Delignation of the commonweal delign	20
Olichia Jahren, Miller Miller, Miller Miller, Miller Miller, Miller Miller, Miller Miller, Miller Miller, Mill	Leader/Cavity
Communication (Communication Communication C	5
O Price a law West Marine St. 2011-1015 - Price St. 2011-1015 - Pr	
Olden Handelle Oddonomie O	
Okasa Jahan Walter	22
Olden State III. October Olden	Cavity Control
COSHTRECHAEL COMMONHABLE DERICHNEN) CONCORN ERROCHSE I Konzalska War (1994) COMMONHABLE DERICHNEN) I Konzalska War (1994) COMMONHABLE DERICHNEN I Goffen Standardou Herris (1994) COMMONHABLE DERICHNEN I GOFFEN STANDARD WAR (1994) COMMONHABLE DERICHNEN I GOFFEN	Dead Leader/Nood rot Cavity
O After a Branch Water Mulder CONTROL CONTROL 0 After a Branch Water Muldern 20:7: 11,8:3 - Fair 1 Gledicke Sharehou Honey Loss it 19:2 - Good)
SCIENTIFIC NAME COMMONNAME DBH (Inches) CONDITION	
DOMESTIC CONTROL OF THE PARTY O	L



02 01 REVISIONS 07.14.25 05.28.25 04.23.25

EVERLY TRACE
NAPERVILLE, ILLINOIS

TREE INVENTION OF C





