

Created: 9/24/2021  
Last revised: 11/19/2021

**PROPERTY ADDRESS:  
27W130 BAUER ROAD  
NAPERVILLE, IL 60563**

**P.I.N.  
07-12-211-012**

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

**ANNEXATION AGREEMENT  
FOR THE ADLER POINT SUBDIVISION**

THIS ANNEXATION AGREEMENT (“**Agreement**”) is entered into between the City of Naperville, an Illinois municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois, with offices at 400 South Eagle Street, Naperville, Illinois 60540, (hereinafter referred to as the “**CITY**”) and Scott M. Barenbrugge, with an address of 2704 San Luis Court, Naperville, IL 60565 (hereinafter referred to as the “**OWNER AND DEVELOPER**”). The CITY and the 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 described in **EXHIBIT A**, which property is contiguous to the CITY and not within the corporate limits of any municipality (hereinafter referred to as the “**SUBJECT PROPERTY**”); and

2. **WHEREAS**, the OWNER AND DEVELOPER has signed and filed a Petition for Annexation and Zoning for the SUBJECT PROPERTY with the Naperville City Clerk; 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 R1A District (Low Density Single-Family Residence District) of the CITY'S Zoning Ordinance and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents, will promote the CITY'S sound planning and development, and will otherwise enhance and promote the general welfare of the CITY'S residents; and

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(s), as may be amended, said Ordinance and ordinances shall be automatically null and void without further action being by the City and the OWNER AND DEVELOPER shall defend, indemnify, and hold the CITY and its officers, agents, and employees harmless for any error or omission in recording or for failure to timely record.

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

**G3.0 ANNEXATION FEES.**

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

**G4.0 PARK DISTRICT ANNEXATION.**

G4.1 The OWNER AND DEVELOPER have filed concurrently herewith a petition executed by OWNER AND DEVELOPER to annex the SUBJECT PROPERTY to the Naperville Park District. Said petition is conditional and not effective until annexation of the SUBJECT PROPERTY to the City of Naperville.

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

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

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

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

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

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

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

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

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

G8.2 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S water supply and

distribution system and sanitary sewer collection system, and shall supply water and collection facilities thereto to the same extent as may be supplied to other structures and areas within the CITY.

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

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

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

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

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

**G10.0 UTILITY OVERSIZING.**

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

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

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

difference between the cost to construct a twelve (12”) inch line and the cost to construct the oversized line.

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

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

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

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

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

**G12.0 ELECTRICAL UTILITY SERVICE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **G15.0 EXISTING STRUCTURES.**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**G20.0 CONTINUING RESPONSIBILITY.**

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

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

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

**G21.0 SEVERABILITY.**

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

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

**G22.0 NOTICES.**

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

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

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

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

**G24.0 FORCE MAJEURE.**

G24.1 Subject to the provisions of G24.2 whenever a period of time is provided for in this Agreement for either the CITY or OWNER AND DEVELOPER to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own

employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God.

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

**G25.0 ENFORCEABILITY.**

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

**G26.0 CHALLENGE TO ANNEXATION.**

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

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

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

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

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

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

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

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

**G30.0 ENTIRE AGREEMENT.**

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

**G31.0 AUTHORIZATIONS.**

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

**G32.0 SURETY.**

G32.1 All public improvements required to be done by the OWNER AND DEVELOPER for any phase of the SUBJECT PROPERTY shall be secured by a cash deposit or Letter of Credit in a form approved by the City Attorney, in an amount approved by the City Engineer, and in compliance with the Naperville Municipal Code. This provision shall apply whether or not a Letter of Credit is specified for each improvement. As to any surety or maintenance surety provided by the OWNER AND DEVELOPER to the CITY for public 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 benefitting property owners, the matter shall be scheduled for consideration by the Naperville City Council. If an ordinance approving the Recapture Agreement is passed by City Council, the Recapture Agreement shall be recorded against the title of the benefitting properties identified in the Recapture Agreement.

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

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

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

**S1.0 ANNEXATION AND ZONING.**

S1.1 The Zoning Classification for the SUBJECT PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall be R1A (Low Density Single-Family Residence District).

S1.2 A plat of annexation prepared by CAGE Engineering, Inc., dated May 26, 2021, last revised September 20, 2021, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT B**.

**S2.0 ANNEXATION FEES.**

S2.1 The Annexation Fee calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code for the SUBJECT PROPERTY is \$4,000, which has been paid by the OWNER AND DEVELOPER.

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

S3.1 There are currently no utility rebates, special connection fees, recapture fees, special assessments or special service areas taxes, etc. applicable to the SUBJECT PROPERTY.

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



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

**IF TO THE CITY:**

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

**WITH COPIES TO:**

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

**IF TO THE OWNER AND DEVELOPER:**

Scott M. Barenbrugge  
2704 San Luis Court  
Naperville, IL 60565

**WITH COPIES TO:**

Caitlin Csuk, Attorney at Law  
Rosanova & Whitaker, Ltd  
127 Aurora Avenue  
Naperville, Illinois 60540

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

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

**S6.0 EMERGENCY ACCESS AND CONSTRUCTION PARKING**

S6.1 OWNER AND DEVELOPER agrees to maintain sufficient access for emergency vehicles when construction begins to the satisfaction of the Fire Marshall of the City of Naperville.

S6.2 OWNER AND DEVELOPER agrees to park all work vehicles on the east side of Eagle street during all development and construction activities in order to maintain sufficient access for neighboring properties. OWNER AND DEVELOPER stipulates that no work vehicles shall park on or north of 49<sup>th</sup> Street. On-lot/off-street parking shall be prioritized,

followed by on-street parking on the east side of Eagle Street. Notwithstanding any other provision herein, all on-street parking shall comply with the requirements of the Naperville Municipal Code and/or applicable DuPage County or Naperville Township regulations and requirements.

**S7.0 EXISTING STRUCTURES.**

S7.1 The SUBJECT PROPERTY is currently improved with a single-family residential structure. Upon recordation of the ordinance annexing the SUBJECT PROPERTY and the ordinance rezoning the SUBJECT PROPERTY to R1A (Low Density Single Family Residence District), said existing residential structure will not comply with the rear yard setback requirement of the R1A Zoning District, rendering it a non-conforming structure under the Naperville Municipal Code. The existing residential structure shall comply with the provisions of Section 6-2-19 of the Naperville Municipal Code, as amended from time to time, titled “Existing Buildings and Structures.”

S7.1.1 The driveway currently existing on the SUBJECT PROPERTY will encroach into Lots 2 and 3 upon recordation of the ordinances annexing, rezoning and subdividing the SUBJECT PROPERTY. Therefore, prior to the issuance of the first occupancy permit for the SUBJECT PROPERTY, OWNER AND DEVELOPER shall remove such encroachment in accordance with the Final Engineering Plans so that the driveway is at least five feet (5’) away from the lot line of Lot 1 in accordance with the provision of Section 6-2-10 of Naperville Municipal Code.

S7.2 On November 12, 2021, an inspection of the SUBJECT PROPERTY was performed by the CITY’S Fire Department. No Code violations were observed. Upon future renovation of the existing structure on the SUBJECT PROPERTY, smoke detectors shall be updated and hard wired by the OWNER AND DEVELOPER prior to issuance of any occupancy permit for Lot 1 of the SUBJECT PROPERTY.

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

S8.1 OWNER AND DEVELOPER has requested approval of the Preliminary/Final Plat of Subdivision for the Adler Point Subdivision, prepared by CAGE Engineering, Inc., dated May 26, 2021, last revised November 15, 2021, attached hereto as **Exhibit C** (herein “**Subdivision Plat**”), in order to subdivide the SUBJECT PROPERTY into three single-family residential lots. The existing residential structure will remain Lot 1 of the Subdivision Plat.

Accordingly, the OWNER AND DEVELOPER shall pay the required School and Park Donations as specified as in Section S8.2 below.

S8.2 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 acknowledges 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 for Lots 2 and 3. If the existing structure on Lot 1 is demolished within the term of this Agreement, payment of the required school and park donation fees shall be made pursuant to Section 7-3-5 of the Naperville Municipal Code then in effect prior to issuance of a building permit for a new single-family home on Lot 1.

**S9.0 SIDEWALKS.**

S9.1 OWNER AND DEVELOPER shall be obligated to construct public sidewalk in front of each of the single-family residential lots of the Adler Point Subdivision which abut Eagle Street as each lot is being developed with a single-family residence. Said sidewalk shall be installed, at OWNER AND DEVELOPER'S sole cost, across the Eagle Street frontage of each of the residential lots and shall be approved by the City Engineer prior to issuance of a final occupancy permit for that lot. Notwithstanding the foregoing, the sidewalk across the entire frontage the SUBJECT PROPERTY that abuts Eagle Street shall be constructed by OWNER AND DEVELOPER and approved by the City Engineer not later than three (3) years after recordation of the Ordinance annexing the SUBJECT PROPERTY and recordation of this Agreement with the DuPage County Recorder. An extension of this timeframe may be granted in writing at the discretion of the City Engineer. The provisions in this Section S9.1 shall survive the expiration or termination of this Agreement.

**S10.0 PARK DISTRICT ANNEXATION**

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

**S11.0 ROADWAY IMPROVEMENT FEES**

S11.1 The OWNER AND DEVELOPER shall pay the CITY the following Roadway Improvement Fees, which are the proportionate costs for the roadway improvements to be made adjacent to the SUBJECT PROPERTY on Bauer Road and Eagle Street. Said fees are due prior to the recordation of the Ordinance annexing the SUBJECT PROPERTY and prior to recordation of this Agreement.

- a. Road Improvement Fee on Bauer Road: \$59,502.30 (163.02 feet of frontage at \$365.00 per lineal foot)
- b. Road Improvement Fee on Eagle Street: \$12,921.32 (284.11 feet of frontage at \$45.48 per lineal foot)

**S12.0 SANITARY MAIN IMPROVEMENTS.**

S12.1 OWNER AND DEVELOPER agrees to, at its sole cost, design and construct an 8” PVC sanitary main extending from an existing sanitary main in Bauer Road to the north property line of the SUBJECT PROPERTY, as depicted on the Final Engineering Plans, prepared by CAGE Civil Engineering, dated May 26, 2021 and last revised November 15, 2021 (hereinafter “Sanitary Main Improvements”).

S12.2 The Sanitary Main Improvements shall be deepened more than the typical seven (7) foot depth below grade in order to allow future extension of said sanitary main to the north. The estimated cost associated with the additional depth for the Sanitary Main Improvements is \$12,660.00 as set forth on the Engineer’s Opinion of Probable Cost for Bonding of Public Improvements Only prepared by Cage Civil Engineering, dated October 29, 2021 (the “EOPC”). Subject to the provisions set forth herein and notwithstanding the provisions of G10.1, the CITY agrees to reimburse OWNER AND DEVELOPER for the actual costs of the added depth of the Sanitary Main Improvements beyond seven (7) foot below grade (hereinafter “CITY Costs”).

S12.3 Reimbursement of the CITY Costs shall be contingent upon and subject to compliance by the OWNER AND DEVELOPER with the requirements of Section 7-3-6 of the Naperville Municipal Code.

S12.4 The Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* applies to the improvements described in Section S12.2 above. The Prevailing Wage Act (“Act”) requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, and for any revisions of prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates> HTM (or at such other location on the IDOL website where such information is located). All contractors and subcontractors providing the services described in Section S12.2 above must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

S12.5 The provisions of this Section 12 and each subpart hereof shall survive the expiration or termination of this Agreement.

**S13.0 TREE PRESERVATION.**

S13.1 OWNER AND DEVELOPER agrees to preserve certain trees on the SUBJECT PROPERTY as depicted on the Preliminary Tree Protection and Removal Plan prepared by LG Workshop, LLC dated April 30, 2021, last revised November 11, 2021, attached hereto as **EXHIBIT D** (hereinafter “**Preliminary Tree Preservation Plan**”). Final tree preservation plans (“**Final Tree Preservation Plans**”) shall be submitted by OWNER AND DEVELOPER for review and approval of the City’s Zoning Administrator with the input from the City Forester as part of the submission for a building permit application for each lot of the SUBJECT PROPERTY. Any deviation in the Final Tree Preservation Plans from the Preliminary Tree Preservation Plan shall require the written approval of the City’s Zoning Administrator

If any trees are removed in violation of the Final Tree Preservation Plans, the OWNER AND DEVELOPER shall provide replacement trees and pay fines and penalties as set forth in Section 5-10-5:5 and Section 5-10-5:6 of the Naperville Municipal Code then in effect. In addition to the provisions set forth in Section 5-10-5:5 and Section 5-10-5:6, no building or occupancy permits shall be issued until all replacement trees have been planted and all fines and penalties have been paid, unless a different timeframe is approved in writing by the Zoning Administrator.

S13.2 The provisions of this Section 13 and each subpart hereof shall survive the expiration or termination of this Agreement.

**S14.0 EFFECTIVE DATE.**

S14.1 The effective date (“**EFFECTIVE DATE**”) of this Agreement shall be the date it is recorded with the Office of the DuPage County Recorder.

/SIGNATURES ON FOLLOWING PAGES/

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

**CITY OF NAPERVILLE**

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

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

State of Illinois )  
County of DuPage )

The foregoing instrument was acknowledged before me by Steve Chirico, Mayor, and Pam Gallahue, Ph.D. City Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

-seal-

**OWNER AND DEVELOPER**

Scott M. Barenbrugge

By: Scott M. Barenbrugge  
[name]  
[title]

Attest  
By: \_\_\_\_\_  
[name]  
[title]

State of Illinois        )  
  )  
County of DuPage        )

The foregoing instrument was acknowledged before me by Scott M. Barenbrugge this 22<sup>nd</sup> day of November, 2021.



Joellen M. Leavy  
Notary Public

-seal-



## **LEGAL DESCRIPTION**

**27w130 BAUER ROAD**

**PIN: 07-12-211-012**

THAT PART OF LOT A OF CLEMENS-MEISCH ASSESSMENT PLAT OF PART OF SECTIONS 1 AND 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING SAID PLAT RECORDED JULY 11, 1944 AS DOCUMENT 464757 AND SECTIONS 6 AND 7, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE THE SOUTH EAST CORNER OF SAID LOT A BEING ON THE CENTER LINE OF BAUER ROAD (FEY STREET); THENCE NORTHWESTERLY ALONG THE CENTER LINE OF BAUER ROAD, A DISTANCE OF 300.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 163.0 FEET; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF SAID LOT A OF CLEMENS-MEISCH ASSESSMENT PLAT, A DISTANCE OF 326.24 FEET; THENCE SOUTHEASTERLY AND PARALLEL TO THE CENTER LINE OF BAUER ROAD A DISTANCE OF 163.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID LOT A (SAID LINE ALSO BEING THE WEST LINE AND THE WEST LINE EXTENDED OF KNIGHT'S RESUBDIVISION DOCUMENT 721077), A DISTANCE OF 334.24 FEET TO THE POINT OF BEGINNING (EXCEPT THE SOUTHERLY 50.0 FEET DEDICATED FOR HIGHWAY PURPOSES), ALL IN DUPAGE COUNTY, ILLINOIS.

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY **AND RETURN TO:**

NAME: **NAPERVILLE CITY CLERK**  
ADDRESS: 400 S. EAGLE STREET  
NAPERVILLE, IL 60540

**COMMON ADDRESS**

27W130 BAUER ROAD  
NAPERVILLE, ILLINOIS 60563

**OWNER/CLIENT**

MR. SCOTT BARENBRUGGE  
2704 SAN LUIS CT  
NAPERVILLE, ILLINOIS

**DUPAGE COUNTY RECORDER'S CERTIFICATE**

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

RECORDER OF DEEDS \_\_\_\_\_

**CITY COUNCIL CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )  
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS, AT A MEETING HELD THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_ MAYOR

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

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )  
THIS IS TO CERTIFY I, SAMUEL J. PHILIPPE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE ANNEXED PLAT FOR THE PURPOSE OF ANNEXATION.

GIVEN UNDER MY HAND AND SEAL AT DOWNERS GROVE, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

**FOR REVIEW**

BY: SAMUEL J. PHILIPPE  
SPHILIPPE@CAGECIVIL.COM  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003699  
LICENSE EXPIRES NOVEMBER 30, 2022

DESIGN FIRM PROFESSIONAL LICENSE NO. 184007577  
LICENSE EXPIRES APRIL 30, 2023.



# PLAT OF ANNEXATION

## OF ADLER POINT

BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS



**LOCATION MAP**

NOT TO SCALE

**CURRENT P.I.N.:**

07-12-211-012



**BASIS OF BEARINGS**

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS.



1" = 30' (HORIZONTAL)

**LEGAL DESCRIPTION**

THAT PART OF LOT 4 OF CLEMENS-MEISCH ASSESSMENT PLAT OF PART OF SECTIONS 1 AND 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING SAID PLAT RECORDED JULY 11, 1944 AS DOCUMENT 464757 AND SECTIONS 6 AND 7, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH-EAST CORNER OF SAID LOT 4 BEING ON THE CENTER LINE OF BAUER ROAD (FEY STREET); THENCE NORTH-WESTERLY ALONG THE CENTER LINE OF BAUER ROAD A DISTANCE OF 300.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 163.0 FEET; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF SAID LOT 4 OF CLEMENS-MEISCH ASSESSMENT PLAT, A DISTANCE OF 328.24 FEET; THENCE SOUTHEASTERLY AND PARALLEL TO THE CENTER LINE OF BAUER ROAD A DISTANCE OF 163.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID LOT 4 (SAD LINE ALSO BEING THE WEST LINE AND THE WEST LINE EXTENDED OF KNIGHT'S RESUBDIVISION DOCUMENT 721077), A DISTANCE OF 334.24 FEET TO THE POINT OF BEGINNING (EXCEPT THE SOUTHERLY 50.0 FEET DESIGNATED FOR HIGHWAY PURPOSES); ALL IN DUPAGE COUNTY, ILLINOIS.

**ANNEXED AREA**

75,977 SQUARE FEET (1.744 AC±)

THERE ARE NOT ANY ELECTORS THAT RESIDE ON THE PROPERTY ANNEXED HEREBY.

**LEGEND**

- = EX. BOUNDARY LINE
- = EX. LOT LINE
- - - = EX. LOT LINE IN DEDICATED ROW
- = EX. CENTERLINE
- = SECTION LINE
- xxx-xxx = MEASURED INFORMATION
- = FOUND IRON ROD/PIPE
- = EXISTING CORPORATE LIMITS OF THE CITY OF NAPERVILLE & THE NAPERVILLE PARK DISTRICT

3110 WOODCREEK DRIVE  
DOWNERS GROVE, IL 60515  
P. 630.598.0007  
WWW.CAGECIVIL.COM



**REVISIONS**

NO.	DATE	DESCRIPTION

ADLER POINT  
NAPERVILLE, ILLINOIS  
PLAT OF ANNEXATION

CITY OF NAPERVILLE PROJECT #21-100000663

DATE: 05/26/21  
SCALE: 1"=30'  
SHEET NUMBER:

EXHIBIT B

# PRELIMINARY/FINAL PLAT OF SUBDIVISION OF ADLER POINT

BEING A SUBDIVISION OF PART OF LOT A OF CLEMENS-MEISCH ASSESSMENT PLAT OF PART OF SECTIONS 1 AND 12, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING SAID PLAT RECORDED JULY 17, 1944 AS DOCUMENT 46473 AND SECTIONS 8 AND 7, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

**CURRENT P.I.N.:**

07-12-211-012

**COMMON ADDRESS**

2741 30 BAUER ROAD  
HAPERVILLE, ILLINOIS 60563

**BASIS OF BEARINGS**

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS



0 30' 60'  
1" = 30' (HORIZONTAL)

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:

NAME: HAPERVILLE CITY CLERK  
ADDRESS: 400 S. EAGLE STREET  
HAPERVILLE, IL 60540

**OWNER/CLIENT**

MR. SCOTT BARENBRIDGE  
2704 SAN LUIS CT  
HAPERVILLE, ILLINOIS

**AREA TABLE**

LOT 1: 22,791 SQUARE FEET (0.523 AC.)  
LOT 2: 12,284 SQUARE FEET (0.282 AC.)  
LOT 3: 10,824 SQUARE FEET (0.250 AC.)  
TOTAL: 45,899 SQUARE FEET (1.055 AC.)

**EASEMENT AREA TABLE**

P.U. & D.E.: 11,889 SQUARE FEET (0.273 AC.)  
HEREBY GRANTED TO THE CITY OF HAPERVILLE

**LEGEND**

- = EX. BOUNDARY LINE
- = EX. LOT LINE
- - - = EX. EASEMENT LINE
- = EX. CENTERLINE
- = SECTION LINE
- = PROP. LOT LINE
- - - = PROP. EASEMENT LINE
- = EX. LOT LINE IN DEDICATED HWY
- xxx-xx = MEASURED INFORMATION
- (xxx-xx) = RECORD INFORMATION
- U.E. = UTILITY EASEMENT
- P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
- B.L. = BUILDING LINE
- B.S.L. = BUILDING SETBACK LINE
- = FOUND IRON ROD/PIPE

**SHEET INDEX**

SHEET 1 OF 2: BOUNDARY, EASEMENTS, LOT DETAILS AND SETBACK INFORMATION  
SHEET 2 OF 2: LEGAL DESCRIPTION, EASEMENT PROVISIONS AND CERTIFICATES



**LOCATION MAP**

NOT TO SCALE

**PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS**

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF HAPERVILLE, ILLINOIS (CITY) AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY, OR OTHERWISE AUTHORIZED BY THE CITY, INCLUDING BUT NOT LIMITED TO ALGOS BELL TELEPHONE COMPANY, DECA AT&T ILLINOIS, NICOR GAS COMPANY, AND THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER AND THROUGH ALL OF THE AREAS MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR ("GRADE") ON THE PLAT FOR THE PERPETUAL, PRIVILEGE AND AUTHORITY TO INSTALL, SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNAE TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF HAPERVILLE.

EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF HAPERVILLE AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY OVER THE ENTIRE EASEMENT AREA FOR FIRE, FIRE, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING BUT NOT LIMITED TO, WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE.

THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS OVER, ALONG AND ACROSS THE PROPERTY DESCRIBED HEREIN FOR THE LIMITED PURPOSE OF READING, EXAMINING, INSPECTING, INSTALLING, OPERATING, MAINTAINING, EXCHANGING, REMOVING, REPAIRING, TESTING, AND/OR REPLACING CITY OWNED UTILITY EQUIPMENT AND METERS WHICH SERVE SAID PROPERTY, INCLUDING NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

**SURVEYOR'S NOTES**

1. DISTANCES ARE MARKED IN FEET AND DECIMAL FEET THEREOF. MEASUREMENTS SHOWN IN PARENTHESIS (XXX) ARE RECORD VALUES.
2. DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS (L), RADIUS (R) AND CHORD BEARING AND LENGTH (CH).
3. NO MEASUREMENT SHALL BE ASSUMED BY SCALE MEASUREMENT.
4. EASEMENTS AS SHOWN ON THE PLATTED SUBDIVISION ARE HEREBY GRANTED TO THE CITY OF HAPERVILLE.
5. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS, WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENT OF RECORD AND MAY NOT BE SHOWN OR PLOTTABLE.
6. NOTE REGARDING CITY OF HAPERVILLE REQUIRED LAND-CASH DONATION: THE LAND-CASH AMOUNT DUE FOR THE PROPERTY SHOWN HEREON PURSUANT TO THE LAND-CASH PROVISIONS OF THE HAPERVILLE MUNICIPAL CODE IS TO BE PAID ON A PER PERMIT BASIS PRIOR TO ISSUANCE OF EACH BUILDING PERMIT FOR A RESIDENTIAL UNIT WITHIN THE PLATTED AREA PER SECTION 7-3-5.5.2.2 OF THE HAPERVILLE MUNICIPAL CODE.
7. DENOTES CONCRETE MONUMENTS.
8. IN ACCORDANCE WITH CHAPTER 765 ILLCS SECTION 205/1 - 2/21/24, HIGH RIDES WILL BE SET AT ALL LOT CORNERS AND POINTS OF GEOMETRIC CHANGE, UNLESS SHOWN OTHERWISE. CONTACT SURVEYOR OF RECORD WITH DISCREPANCIES FOUND IN THE FIELD.



EXHIBIT C

3110 WOODCREST DRIVE  
DOWNERS GROVE, IL 60515  
P. 630.598.0007  
WWW.CAGEVIL.COM



**REVISIONS**

NO.	DATE	DESCRIPTION
1	05/26/21	ISSUED FOR PERMIT
2	05/26/21	ISSUED FOR PERMIT
3	05/26/21	ISSUED FOR PERMIT
4	05/26/21	ISSUED FOR PERMIT

CITY OF HAPERVILLE PROJECT #21-10000063  
ADLER POINT  
HAPERVILLE, ILLINOIS  
PRELIM./FINAL PLAT OF SUBDIVISION

PLAT NO. 210015  
SHEET 1 OF 2  
DATE: 05/26/21  
SCALE: 1"=30'  
DRAWN: J. BROWN  
CHECKED: J. BROWN  
1 OF 2



PRELIMINARY/FINAL PLAT OF SUBDIVISION

ADLER POINT

BEING A SUBDIVISION OF PART OF LOT 4 OF CLEMENS-WEISCH ASSESSMENT PLAT OF PART OF SECTIONS 1 AND 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING SAID PLAT RECORDED JULY 11, 1944 AS DOCUMENT 44787 AND SECTIONS 8 AND 7, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ )
THIS IS TO CERTIFY THAT \_\_\_\_\_ IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AND TITLE AFORESAID.
DATED AT \_\_\_\_\_ CITY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ MONTH, 20\_\_\_\_.
BY \_\_\_\_\_ ATTEST \_\_\_\_\_
SIGNATURE SIGNATURE
TITLE PRINT TITLE TITLE PRINT TITLE

NOTARY CERTIFICATE

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ )
I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ AND \_\_\_\_\_ OF \_\_\_\_\_ TITLE \_\_\_\_\_ AND \_\_\_\_\_ TITLE \_\_\_\_\_

SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH \_\_\_\_\_ AND \_\_\_\_\_ RESPECTUALLY.
TITLE TITLE

APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

NOTARY PUBLIC SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_
MY COMMISSION EXPIRES ON \_\_\_\_\_ 20\_\_\_\_.

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS )
COUNTY OF DUPAGE )
THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:
I, THAT \_\_\_\_\_ IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO THE CITY OF NAPERVILLE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE, AND
2. TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICT BY WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS \_\_\_\_\_

NAPERVILLE COMMUNITY UNIT DISTRICT 203
303 W HESSLOE ROAD
NAPERVILLE, ILLINOIS 60540-6589

OWNER NAME \_\_\_\_\_
BY \_\_\_\_\_ ATTEST \_\_\_\_\_

ITS \_\_\_\_\_ ITS \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DUPAGE )
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS, AT A MEETING HELD THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

BY \_\_\_\_\_ MAYOR

ATTEST \_\_\_\_\_ CITY CLERK

CITY TREASURER CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DUPAGE )
I, TREASURER FOR THE CITY OF NAPERVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT DATED AT NAPERVILLE, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

CITY TREASURER/DIRECTOR, FINANCE DEPARTMENT \_\_\_\_\_

DUPAGE COUNTY RECORDER'S CERTIFICATE

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

RECORDER OF DEEDS \_\_\_\_\_

DUPAGE COUNTY CLERK'S CERTIFICATE

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

COUNTY CLERK \_\_\_\_\_

SURFACE WATER STATEMENT

STATE OF ILLINOIS )
COUNTY OF DUPAGE )
TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DRAINAGE OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

FREDERICK W. THAETE
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
ILLINOIS REGISTRATION NO. 067-055840
LICENSE EXPIRES NOVEMBER 30, 2021

OWNER'S SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

PERMISSION TO RECORD

STATE OF ILLINOIS )
COUNTY OF DUPAGE )
I, SAMUEL J. PHILLIPPE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO A REPRESENTATIVE FROM THE CITY CLERK'S OFFICE OF THE CITY OF NAPERVILLE, ILLINOIS, TO RECORD THIS PLAT WITH THE DUPAGE COUNTY RECORDER'S OFFICE. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

BY: SAMUEL J. PHILLIPPE
SPHILLIPPE@CAGECIVIL.COM
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003699
LICENSE EXPIRES NOVEMBER 30, 2022



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DUPAGE )
THIS IS TO CERTIFY I, SAMUEL J. PHILLIPPE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 4 OF CLEMENS-WEISCH ASSESSMENT PLAT OF PART OF SECTIONS 1 AND 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING SAID PLAT RECORDED JULY 11, 1944 AS DOCUMENT 44787 AND SECTIONS 6 AND 7, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT 4 BEING ON THE CENTER LINE OF BAUER ROAD (FEE STREET), THENCE NORTHWESTERLY ALONG THE CENTER LINE OF BAUER ROAD A DISTANCE OF 300.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 183.0 FEET, THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF SAID LOT 4 OF CLEMENS-WEISCH ASSESSMENT PLAT, A DISTANCE OF 328.24 FEET, THENCE SOUTHEASTERLY AND PARALLEL TO THE CENTER LINE OF BAUER ROAD A DISTANCE OF 163.0 FEET, THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID LOT 4 (SAID LINE ALSO BEING THE WEST LINE AND THE WEST LINE EXTENDED OF KNIGHT'S RESUBDIVISION DOCUMENT 721077), A DISTANCE OF 334.24 FEET TO THE POINT OF BEGINNING (EXCEPT THE SOUTHERLY 50.0 FEET DEDICATED FOR HIGHWAY PURPOSES), ALL IN DUPAGE COUNTY, ILLINOIS.

SUBDIVIDED PROPERTY CONTAINS 1.055 ACRES MORE OR LESS AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
I FURTHER CERTIFY THAT 5/8" X 24" IRON RODS HAVE BEEN SET OR WILL BE SET UPON COMPLETION OF CONSTRUCTION, AT ALL CORNERS, POINTS OF CURVATURE AND TANGENTS AND CONCRETE MONUMENTS WILL BE PLACED AS INDICATED ON PLAN.

I FURTHER CERTIFY THAT, BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 170430041J WITH AN EFFECTIVE DATE OF AUGUST 1, 2019, THE LAND SHOWN ON THIS PLAT IS LOCATED WITHIN ZONE X, ZONE X IS DEFINED AS 20% X IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN PER THE FLOOD INSURANCE RATE MAP.

THIS IS ALSO TO DECLARE THAT THE PROPERTY AS DESCRIBED ON THE ANNEXED PLAT LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF NAPERVILLE, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY THE STATE OF ILLINOIS IN ACCORDANCE WITH 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED.

GIVEN UNDER MY HAND AND SEAL AT DOWNERS GROVE, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

FOR REVIEW

BY: SAMUEL J. PHILLIPPE
SPHILLIPPE@CAGECIVIL.COM
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003699
LICENSE EXPIRES NOVEMBER 30, 2022

DESIGN FIRM PROFESSIONAL LICENSE NO. 184007577
LICENSE EXPIRES APRIL 30, 2023.

DATE OF FIELD SURVEY: MARCH 2, 2021

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515
WWW.CAGECIVIL.COM



Table with 2 columns: REVISIONS, and a list of revision entries.

ADLER POINT
NAPERVILLE, ILLINOIS
PRELIM./FINAL PLAT OF SUBDIVISION

PROJECT: 210015
PLN. SJP
DATE: 05/28/21
SCALE: NA
SHEET NUMBER

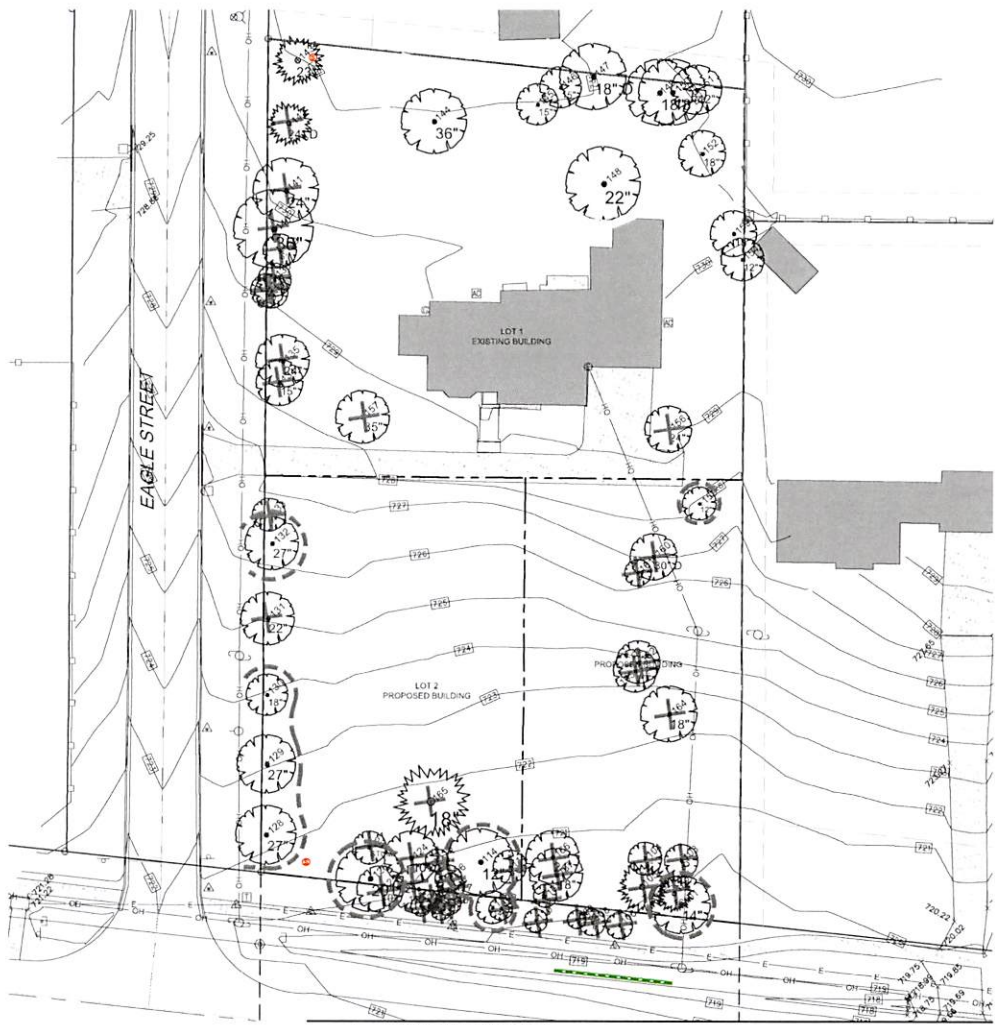
EXHIBIT C

**SURVEY OF EXISTING TREES**

TREE #	SIZE	SCIENTIFIC NAME	COMMON NAME	LOCATION	COMMENTS
101	14"	JUGLANS NIGRA	BLACK WALNUT	SOUTHEAST	PROTECT
102	16"	PICEA PUNGENS	GREEN SPRUCE	SOUTHEAST	REMOVE
103	6"	ULMUS PUMILA	SIBERIAN ELM	SOUTHEAST	REMOVE
104	6"	ULMUS PUMILA	SIBERIAN ELM	SOUTHEAST	REMOVE
105	16"	PICEA PUNGENS	GREEN SPRUCE	SOUTHEAST	REMOVE
106	6"	CRATAEGOUS	BUCKTHORN	SOUTHEAST	REMOVE
108	4"	CRATAEGOUS	BUCKTHORN	SOUTHEAST	REMOVE
109	4"	CRATAEGOUS	BUCKTHORN	SOUTHEAST	REMOVE
110	4"	CRATAEGOUS	BUCKTHORN	SOUTHEAST	REMOVE
111	8"	DEAD STUMP	DEAD STUMP	SOUTH	DEAD STUMP - REMOVE
112	4"	CRATAEGOUS	BUCKTHORN	SOUTH	REMOVE
113	14"	JUGLANS NIGRA	BLACK WALNUT	SOUTHEAST	PROTECT
114	12"	JUGLANS NIGRA	BLACK WALNUT	SOUTH	PROTECT
115	4"	CRATAEGOUS	BUCKTHORN	SOUTHEAST	REMOVE
116	4"	CRATAEGOUS	BUCKTHORN	SOUTHEAST	REMOVE
117	4"	CRATAEGOUS	BUCKTHORN	SOUTHWEST	REMOVE
118	7"	CRATAEGOUS	BUCKTHORN	SOUTHWEST	REMOVE
119	4"	CRATAEGOUS	BUCKTHORN	SOUTHWEST	REMOVE
120	4"	CRATAEGOUS	BUCKTHORN	SOUTHWEST	REMOVE
121	4"	CRATAEGOUS	BUCKTHORN	SOUTHWEST	REMOVE
122	4"	CRATAEGOUS	BUCKTHORN	SOUTHWEST	REMOVE
123	12"	ACER NEGUNDO	BOX ELDER	SOUTHWEST	REMOVE - WEED TREE
124	10"	JUGLANS NIGRA	BLACK WALNUT	SOUTHWEST	PROTECT
125	10"	ACER NEGUNDO	BOX ELDER	SOUTHWEST	REMOVE - WEED TREE
126	20"	JUGLANS NIGRA	BLACK WALNUT	SOUTHWEST	PROTECT
127	8"	DEAD STUMP	DEAD STUMP	SOUTHWEST	DEAD STUMP - REMOVE
128	27"	ACER PLATANOIDES	NORWAY MAPLE	SOUTHWEST	TOPPED TREE - PROTECT
129	27"	ACER PLATANOIDES	NORWAY MAPLE	SOUTHWEST	PROTECT
130	18"	ACER PLATANOIDES	NORWAY MAPLE	SOUTHWEST	PROTECT
131	22"	ACER PLATANOIDES	NORWAY MAPLE	WEST	REMOVE
132	27"	ACER SACCHARINUM	SILVER MAPLE	WEST	PROTECT
133	3"	CRATAEGOUS	BUCKTHORN	WEST	CROWDED REMOVE
134	15"	ULMUS PUMILA	SIBERIAN ELM	WEST	REMOVE
135	24"	ULMUS PUMILA	SIBERIAN ELM	WEST	REMOVE
136	6"	CRATAEGOUS	BUCKTHORN	WEST	REMOVE
137	5"	CRATAEGOUS	BUCKTHORN	WEST	REMOVE
138	4"	CRATAEGOUS	BUCKTHORN	WEST	REMOVE
139	5"	CRATAEGOUS	BUCKTHORN	NORTHWEST	REMOVE
140	36"	ULMUS PUMILA	SIBERIAN ELM	NORTHWEST	REMOVE
141	24"	ULMUS PUMILA	SIBERIAN ELM	NORTHWEST	REMOVE
142	24"	DEAD STUMP	DEAD STUMP	NORTHWEST	DEAD STUMP - REMOVE
143	23"	PICEA PUNGENS	GREEN SPRUCE	NORTHWEST	PROTECT
144	35"	QUERCUS RUBRA	NORTHERN RED OAK	NORTH	PROTECT
145	15"	ACER PLATANOIDES	NORWAY MAPLE	NORTH	PROTECT
146	15"	MORUS ALBA	RUSSIAN MULBERRY	NORTHEAST	PROTECT
147	18"	ULMUS PUMILA	SIBERIAN ELM	NORTHEAST	PROTECT
148	22"	ACER PLATANOIDES	NORWAY MAPLE	NORTHEAST	PROTECT
149	18"	PRUNUS SEROTINA	BLACK CHERRY	NORTHEAST	PROTECT
150	18"	PRUNUS SEROTINA	BLACK CHERRY	NORTHEAST	PROTECT
151	12"	ACER SACCHARINUM	SILVER MAPLE	NORTHEAST	PROTECT
152	18"	ACER SACCHARINUM	SILVER MAPLE	NORTHEAST	PROTECT
153	15"	JUGLANS NIGRA	BLACK WALNUT	NORTHEAST	PROTECT
154	12"	MORUS NIGRA	BLACK MULBERRY	NORTHEAST	PROTECT
156	24"	ACER PLATANOIDES	NORWAY MAPLE	NORTHEAST	REMOVE
157	35"	ACER PLATANOIDES	NORWAY MAPLE	WEST	DAMAGED - REMOVE
159	12"	MORUS NIGRA	BLACK MULBERRY	EAST	PROTECT
160	30"	DEAD STUMP	DEAD STUMP	EAST	DEAD STUMP - REMOVE
161	6"	MORUS NIGRA	BLACK MULBERRY	EAST	REMOVE
162	12"	MORUS ALBA	RUSSIAN MULBERRY	EAST	REMOVE
163	10"	MORUS NIGRA	BLACK MULBERRY	EAST	REMOVE
164	18"	MALUS PUMILA	PARADISE APPLE	EAST	REMOVE
165	18"	PICEA PUNGENS	GREEN SPRUCE	SOUTHWEST	DEAD - REMOVE
166	24"	ACER PLATANOIDES	NORWAY MAPLE	SOUTHEAST	REMOVE
167	18"	JUGLANS NIGRA	BLACK WALNUT	SOUTHEAST	REMOVE
168	15"	DEAD	DEAD	SOUTHEAST	DEAD - REMOVE

**TREE PROTECTION & REMOVAL NOTES**

- CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS AND PERMISSIONS TO PRUNE, REMOVE, AND/OR TRANSPLANT ANY TREES ON SITE.
- DEAD AND DYING MATERIAL ON THE SITE SHALL BE REMOVED OR PRUNED. MATERIAL NOT LABELED ON THE PROTECTION PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR REMEDIATION.
- DURING CONSTRUCTION EXISTING TREES OVER FOUR INCHES IN CALIPER SHALL BE PROTECTED WITH BARRIER FENCING. SEE [HTTPS://WWW.NAPERVILLE.IL.US/CONTENT/ASSETS/4160BB766F174B318A5056871EEDB76/STANDARD-DETAILS-SECTION-700-PDF-FOR-DETAIL-790-10-FOR-NAPEVILLE'S-STANDARD-TREE-PRESERVATION-DETAIL](https://www.naperville.il.us/content/assets/4160bb766f174b318a5056871eedb76/STANDARD-DETAILS-SECTION-700-PDF-FOR-DETAIL-790-10-FOR-NAPEVILLE'S-STANDARD-TREE-PRESERVATION-DETAIL).
- BARRIER FENCING SHOWN ON THE PLAN IS APPROXIMATE. CONTRACTOR SHALL ADJUST LOCATION OF BARRIER TO POSITION OUTLINED IN COMMENT 4.
- NO EXCESS SOIL OR ADDITIONAL FILL, BUILDING MATERIALS OR DEBRIS SHALL BE PLACED WITHIN THE PROTECTIVE BARRIER.
- NO VEHICLES OR HEAVY MACHINERY SHALL BE ALLOWED TO WORK WITHIN THE BARRIER AREA.
- NO ATTACHMENTS OR WIRES, OTHER THAN PROTECTIVE GUY WIRES, SHALL BE ATTACHED TO ANY OF THE TREES WHICH ARE WITHIN PROTECTIVE BARRIER.
- STUMPS OR TREE REMAINS NOT TO BE FULLY EXCAVATED SHALL BE REMOVED. A STUMP GRINDER SHALL BE USED TO REMOVE ALL REMAINING ROOTS AND WOODY MATERIAL WITHIN A 24" RADIUS OF THE TREE TRUNK TO MIN. 6" BELOW GRADE. DISTURBED AREA SHALL BE BACKFILLED WITH COMPACTED TOPSOIL TO MEET SURROUNDING GRADES.



**1 TREE REMOVAL & PROTECTION PLAN**

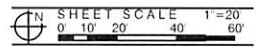
**EXISTING VEGETATION DESCRIPTION**

THE PROJECT SITE CONSIST OF A SINGLE FAMILY LOT SLIGHTLY LARGER THAN AN ACRE. VARIOUS MATURE TREES ARE PLANTED IN THE PARKWAYS WITH SEVERAL MATURE VARIETIES SPREAD THROUGH THE INTERIOR OF THE LOT.

FUTURE PARKWAY TREES WILL BE PROVIDED SUBJECT TO THE FOLLOWING REGULATIONS: PARKWAYS SHALL BE FINE GRADED AND SEEDED OR SODDED WITH TURF GRASS. PARKWAY TREES SHALL HAVE A MINIMUM TRUNK SIZE OF TWO AND ONE-HALF (2½) INCHES IN DIAMETER AS MEASURED SIX (6) INCHES ABOVE THE ESTABLISHED GROUND LEVEL. UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER, AND SUBJECT TO THE REQUIREMENTS OF SUBSECTION 5-10-3.8 OF THIS SECTION AND SUBSECTION 9-3-2.3 OF THIS CODE, PARKWAY TREES SHALL BE EVENLY SPACED AT NOT MORE THAN FORTY (40) FEET APART AND NOT LESS THAN FOUR (4) FEET FROM THE ESTABLISHED SIDEWALK LINE OF SAID STREET, EXCLUSIVE OF WIDTHS OF CURB CUTS, AND THE 30-FOOT LINE OF SITE TRIANGLE AT THE INTERSECTION OF TWO (2) STREETS. PARKWAY TREES SHALL BE ALTERNATED SO THAT A MAXIMUM OF FIVE (5) TREES OF THE SAME SPECIES ARE PLANTED ADJACENTLY. PARKWAY TREES SHALL BE LIMITED TO SPECIES APPROVED BY THE DEPARTMENT OF PUBLIC WORKS.

**TREE PROTECTION & REMOVAL LEGEND**

- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING DECIDUOUS TREE TO BE REMOVED
- BARRIER FENCING TO BE INSTALLED



**LG Workshop LLC**  
 Landscape Architecture  
 Site Planning  
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 Chicago, IL 60647  
 ph. 773.697.4388  
 www.LGWLA.com



**PROJECT TEAM**

CIVIL ENGINEER:  
 CAGE  
 CIVIL ENGINEERS

**PROJECT NAME**

27 W. 130 Bauer Road.  
 Naperville, Illinois

**DRAWING ISSUED**

NO.	TITLE	DATE
1.	Issued for Permit	05/24/2021
2.	Per City Comment	08/02/2021
3.	Per City Comment	11/11/2021

**SET TYPE**

PRELIMINARY LANDSCAPE PLANS

**PROJECT NUMBER**

2104026

**DATE**

04/30/2021

**DRAWN BY:**

LCG

**APPROVED BY:**

LCG

**SHEET TITLE**

PRELIMINARY TREE

PROTECTION & REMOVAL

PLAN

SHEET NUMBER

**L.1**