

Created: 4/7/2021
Last revised: 5/10/2021

**PROPERTY ADDRESS:
836 S. JULIAN STREET
NAPERVILLE, IL 60540**

**P.I.N.
08-19-401-005**

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

**ANNEXATION AGREEMENT
FOR 836 SOUTH JULIAN STREET**

THIS ANNEXATION AGREEMENT (“**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 Mathieson House, LLC, d/b/a M House, with offices at 710 E. Ogden Avenue, #250, Naperville, IL 60563 (hereinafter referred to as the “**OWNER AND DEVELOPER**”).

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 with the Naperville City Clerk for the SUBJECT PROPERTY; 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 propose 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 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. The EFFECTIVE DATE of this Agreement is set forth in Section S14.1 hereof.

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 set forth in Section S14.1 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 maintenance 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 Civil and Environmental Consultants, Inc., dated January 29, 2021, last revised April 1, 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:

Mathieson House, LLC, d/b/a M House
710 E. Ogden Ave. #250
Naperville, IL 60563

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.

S6.1 OWNERS 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.

S7.0 SCHOOL AND PARK DONATIONS.

S7.1 The SUBJECT PROPERTY is currently improved with a single-family house. OWNER AND DEVELOPER have requested approval of the Preliminary/Final Plat of

Subdivision for 836 South Julian Street, prepared by Civil and Environmental Consultants, Inc., dated January 29, 2021, last revised April 21, 2021, attached hereto as **Exhibit C** (hereinafter as “**Subdivision Plat**”), in order to subdivide the SUBJECT PROPERTY into two single-family residential lots. Accordingly, the OWNER AND DEVELOPER shall pay the required School and Park Donations as specified as in Sections S7.2, S7.3 and S7.4 below:

S7.2 School Donation: \$5,729.40 (based on two three-bedroom detached dwelling units and credit for one three-bedroom detached unit), in accordance with the School Donation Table attached hereto and incorporated herein by reference as **Exhibit D**. OWNER and DEVELOPER acknowledges that the required school donation amount (\$5,729.40) is calculated based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code. OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required school donation pursuant to the “Estimated Lump Sum Payment” provisions set forth in Section 7-3-5:5.2.1 and Subsection 5:5.2.1.1 of the Naperville Municipal Code. Therefore, OWNER AND DEVELOPER shall receive a school donation credit for one three-bedroom single-family residence.

S7.3 Park Donation: \$8,154.72 (based on two three-bedroom detached dwelling units and credit for one three-bedroom detached unit), in accordance with the Park Donation Table attached hereto and incorporated herein by reference as **Exhibit E**. OWNER and DEVELOPER acknowledges that the required park donation amount (\$8,154.72) is calculated based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code. OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required park donation pursuant to the “Estimated Lump Sum Payment” provisions set forth in Section 7-3-5:5.2.1 and Subsection 5:5.2.1.1 of the Naperville Municipal Code. Therefore, OWNER AND DEVELOPER shall receive a park donation credit for one three-bedroom single-family residence.

S7.4 OWNER and DEVELOPER agrees that payment of the school and park donation amounts established herein shall not be paid under protest, or otherwise objected to, and shall be paid prior to recording the Preliminary/Final Subdivision Plat for the SUBJECT PROPERTY. OWNER and DEVELOPER further acknowledges that the school and park donation established in Section S7.2 and Section S7.3 above will be verified at the time of each building permit issuance, and if the number of bedrooms in the dwelling unit exceeds 3 bedrooms, then the

permit applicant shall be charged for additional bedrooms, in accordance with the school and park donation table contained in the Naperville Municipal Code in effect at the time the building permit is issued.

S7.5 The provisions set forth in this Section 7, and each subpart hereof, shall survive the expiration or termination of this Agreement.

S8.0 SIDEWALKS.

S8.1 OWNER AND DEVELOPER agrees to install public sidewalk, at the OWNER AND DEVELOPER'S sole cost, across the Gartner Road frontage of the SUBJECT PROPERTY prior to issuance of the final occupancy permit for Lot 1 of Subdivision Plat or within three (3) years after annexation of the SUBJECT PROPERTY or whichever is sooner. An extension of this timeframe may be granted in writing at the discretion of the City Engineer.

S8.2 OWNER AND DEVELOPER agrees to install public sidewalk, at the OWNER AND DEVELOPER'S sole cost, across the Julian Street frontage of the SUBJECT PROPERTY prior to issuance of the final occupancy permit for each lot in the proposed Subdivision Plat or within three (3) years after annexation of the SUBJECT PROPERTY or whichever is sooner. An extension of this timeframe may be granted in writing at the discretion of the City Engineer.

S8.3 The provisions set forth in this Section 8 shall survive the expiration or termination of this Agreement.

S9.0 PARK DISTRICT ANNEXATION.

S9.1 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.

S10.0 ROAD IMPROVEMENT FEE.

S10.1 The OWNER AND DEVELOPER shall pay to the CITY a Road Improvement Fee in the amount of \$83,172.55 (227.87 feet of frontage on Julian Street at \$365.00 per lineal foot), which is the proportionate cost for the roadway improvements to be made adjacent to the SUBJECT PROPERTY on Julian Street. Said fee is due prior to the recordation of the Ordinance annexing the SUBJECT PROPERTY and prior to recordation of this Agreement.

S11.0 WATER AND SANITARY MAIN IMPROVEMENT FEES.

S11.1 The OWNER AND DEVELOPER shall pay to the CITY the following Water and Sanitary Main Improvement Fees, which are the proportionate share of the estimated costs for the water and sanitary main improvements to be made adjacent to the SUBJECT PROPERTY on Julian Street (“**Estimated Costs**”). Said fees are due prior to the recordation of the Ordinance annexing the SUBJECT PROPERTY and prior to recordation of this Agreement.

- a. Water Main Improvement Fee on Julian Street: \$18,867.64 (227.87 feet of frontage at \$82.80 per lineal foot)
- b. Sanitary Main Improvement Fee on Julian Street: \$18,600.84 (1.085 acres at \$17,143.63 per acre)

S11.2 In addition to the fees provided in Section S11.1 above, OWNER AND DEVELOPER shall be required to pay to the CITY the proportionate share of the difference between the actual costs of the water main and sanitary main improvements and the Estimated Costs, if the actual costs are higher, prior to issuance of a building permit for either lot of the SUBJECT PROPERTY. The CITY agrees to refund the proportionate share of the difference between the actual costs of the water main and sanitary main improvements and the Estimated Costs to OWNER AND DEVELOPER if the actual costs are lower.

S11.3 The provisions of this Section 11 and each subpart hereof shall survive the expiration or termination of this Agreement.

S12.0 EXISTING STRUCTURES.

S12.1 The SUBJECT PROPERTY is currently improved with a single-family residential structure and a detached garage. Upon recordation of the ordinance annexing the SUBJECT PROPERTY, the ordinance rezoning the SUBJECT PROPERTY to R1A, and the Subdivision Plat, said existing residential structure will not comply with the setback requirements of the R1A District (Low Density Single Family Residence District), rendering it an illegal non-conforming structure.

S12.2 OWNER AND DEVELOPER shall demolish the illegal non-conforming single-family residential structure and detached garage on the SUBJECT PROPERTY no later than ninety (90) days after the recordation of this Agreement and the Subdivision Plat unless a different timeframe is agreed to in writing by the City Zoning Administrator (“**Demolition Timeframe**”). The OWNER AND DEVELOPER shall apply for and obtain a demolition permit

from the CITY prior to commencement of any demolition work. OWNER AND DEVELOPER shall provide written notice to the City Zoning Administrator (which may be submitted by email) within seven (7) days of completion of the demolition.

S12.3 The existing structures on the SUBJECT PROPERTY shall not be occupied after the expiration of the Demolition Timeframe, or any extension thereof approved in writing by the Zoning Administrator, until OWNER AND DEVELOPER causes CITY inspections of all structures on the SUBJECT PROPERTY to occur, and within sixty (60) days after expiration of the Demolition Timeframe, have brought said structures into conformity with all then applicable CITY'S Building, Fire, or Life Safety Codes or regulations.

S12.4 If demolition of the residential structure and detached garage located on the SUBJECT PROPERTY is not accomplished within the Demolition Timeframe, or any extension thereof approved in writing by the City Zoning Administrator, OWNER AND DEVELOPER shall be obligated to pay fines of one hundred dollars (\$100) for each day exceeding the Demolition Timeframe. Said fines shall be paid in full by OWNER AND DEVELOPER within thirty (30) days of issuance of bills therefor by the City. Further, no building permit for the SUBJECT PROPERTY shall be issued until all fines are paid in full. If said fines are not timely paid in full, the City shall also have the right to record one or more liens against the SUBJECT PROPERTY which liens may be foreclosed upon as a mortgage in case of default and which lien may include reasonable attorney's fees (including in-house counsel) and costs of collection, including litigation costs.

S13.0 TREE PRESERVATION.

S13.1 OWNER AND DEVELOPER agrees to preserve certain trees on the SUBJECT PROPERTY as generally identified on the Existing Tree Exhibit prepared by Civil and Environmental Consultants, Inc. dated April 1, 2021, last revised April 21, 2021, attached hereto as **EXHIBIT F** (hereinafter "**Existing Tree Exhibit**"). 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 SUBJECT PROPERTY. Any deviation in the Final Tree Preservation Plans from the Existing Tree Exhibit shall require the written approval of the City's Zoning Administrator.

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.

IN WITNESS WHEREOF, the parties set their hands and seals as of the EFFECTIVE DATE set forth in Section S14.1 hereof.

CITY OF NAPERVILLE

Attest

By: _____
Steve Chirico
Mayor

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 _____, 20__.

Notary Public

-seal-

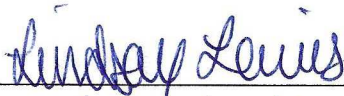
DEVELOPER

Mathieson House, LLC, d/b/a M House, with offices at 710 E. Ogden Avenue, #250,
Naperville, IL 60563

By: 

[name] Scott Mathieson
[title] owner in House Development
Mathieson House

Attest

By: 

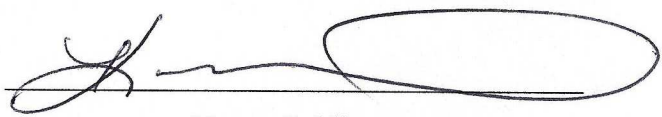
[name] Lindsay Lewis
[title] Associate at M House

State of Illinois)

County of DuPage)

The foregoing instrument was acknowledged before me by Mathieson, Scott _____,
_____, and Lewis, Lindsay _____, this 11
day of May, 2021.




Notary Public

-seal-

OWNER AND DEVELOPER

Mathieson House, LLC, d/b/a M House, with offices at 710 E. Ogden Avenue, #250,
Naperville, IL 60563

By: _____
[name]
[title]

Attest
By: _____
[name]
[title]

State of Illinois)
)
County of _____)

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

Notary Public

-seal-

LEGAL DESCRIPTION

LOT 4 (EXCEPT THE NORTH 80 FEET) IN BLOCK 9 IN ARTHUR T. MCINTOSH AND COMPANY'S NAPERVILLE ESTATES, BEING A SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1927 AS DOCUMENT 236013, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 836 S. Julian St., Naperville, IL 60540

PIN: 08-19-401-005



PLAT OF ANNEXATION FOR 836 SOUTH JULIAN STREET NAPERVILLE, ILLINOIS

OF PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

THIS PLAT HAS BEEN SUBMITTED FOR RECORD BY:
NAME: NAPERVILLE CITY CLERK
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540

LOT 4
HOBSON WOODS
PER DOC. (R1927) 236013
P.L.N.: 08-19-401-025

PART OF LOT 1 BLK 9
ARTHUR T. MANTOCH & COMPANY'S
NAPERVILLE ESTATES
PER DOC. (R1927) 236013
P.L.N.: 08-19-401-042

PART OF LOT 4, 5 & 6
ARTHUR T. MANTOCH & COMPANY'S
NAPERVILLE ESTATES
PER DOC. (R1927) 236013
P.L.N.: 08-19-401-004

PART OF LOT 4, 5 & 6
ARTHUR T. MANTOCH & COMPANY'S
NAPERVILLE ESTATES
PER DOC. (R1927) 236013
P.L.N.: 08-19-401-004

PART OF LOT 4, 5 & 6
ARTHUR T. MANTOCH & COMPANY'S
NAPERVILLE ESTATES
PER DOC. (R1927) 236013
P.L.N.: 08-19-401-004

LOT 1
M HOUSE CREEK ESTATES
PER DOC. (R2020-1) 16686
P.L.N.: 08-19-400-035

LOT 1, BLK 14
ARTHUR T. MANTOCH & COMPANY'S
NAPERVILLE ESTATES
PER DOC. (R1927) 236013
P.L.N.: 08-19-405-004

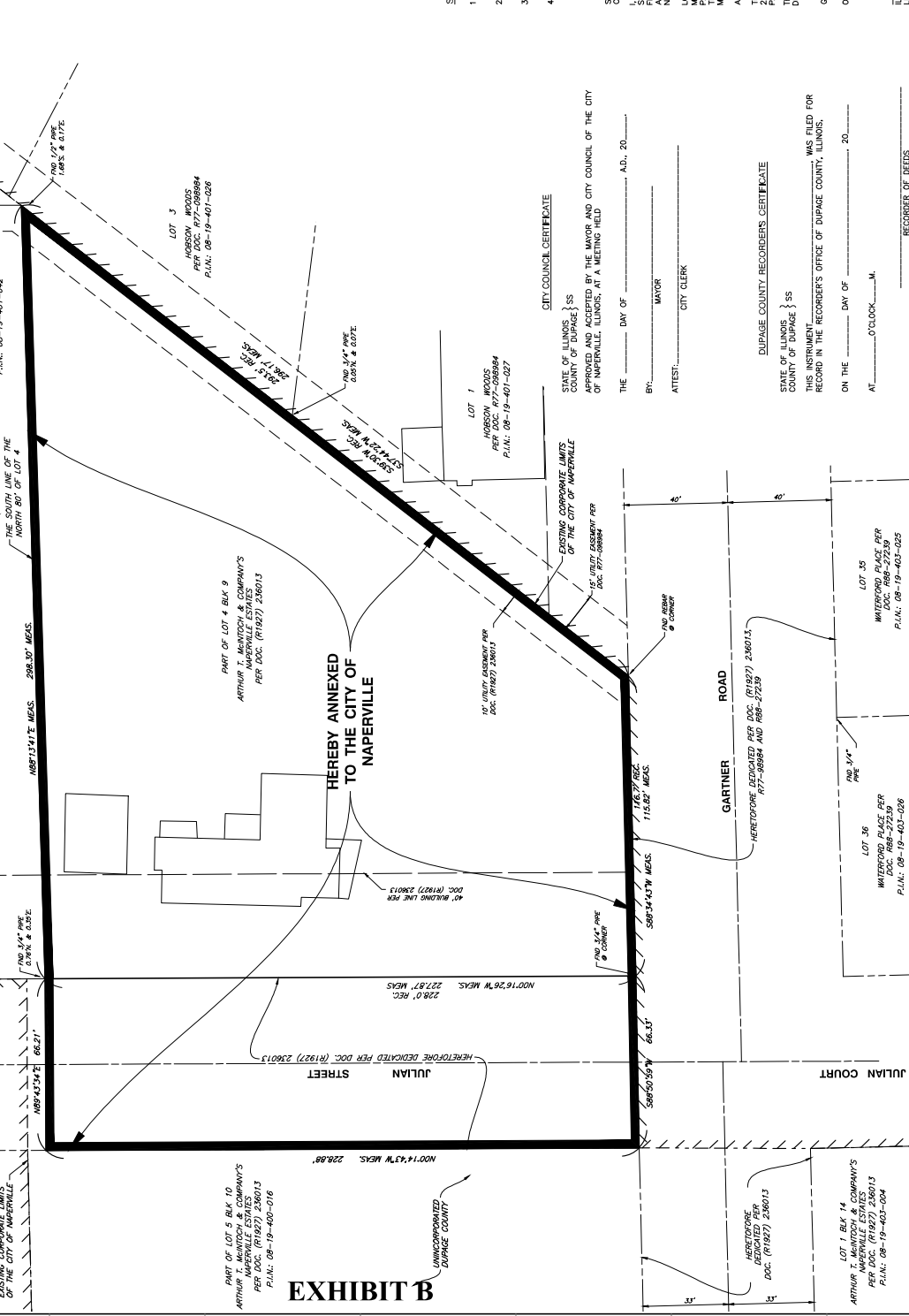


EXHIBIT B

- LEGEND:**
- PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - BUILDING SETBACK LINE
 - RIGHT-OF-WAY CENTERLINE
 - ANNEXATION BOUNDARY
 - EXISTING NAPERVILLE CORPORATE LIMITS
- ABBREVIATIONS:**
- D.V. DEED
 - M.E.S. MEASURED DATA
 - D.E.D. DEED
 - R. RADIUS
 - R.O.W. RIGHT OF WAY
 - P.L. PROPERTY LINE
 - P.U. & DE. PUBLIC UTILITY & DRAINAGE EASEMENT
 - I.P. IRON PIPE
- AREAL SUMMARY:**
- GROSS LOT AREA: 47,273 S.F. (1.085 ACRES)
 - R.O.W. AREA: 15,133 S.F. (0.347 ACRES)
 - TOTAL ANNEXATION AREA: 32,140 S.F. (1.138 ACRES)

SURVEYOR'S NOTES:

- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- BASES OF BEARINGS: THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON ILLINOIS STATE PLANE EAST, VRS OBSERVATIONS.
- PROPERTY IS WITHIN THE NAPERVILLE PARK DISTRICT LIMITS AS SHOWN ON NAPERVILLE PARK DISTRICT MAP DATED JANUARY, 2020.
- THERE ARE HABITABLE STRUCTURES ON THE PROPERTY ANNEXED HEREBY.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }
I, DUPAGE COUNTY RECORDER, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS AND THAT I HAVE PREPARED THIS PLAT FROM FIELD SURVEYS AND EXISTING PUBLIC RECORDS FOR THE PURPOSE OF ANNEXING TO THE CITY OF NAPERVILLE, ILLINOIS AND THE NAPERVILLE PARK DISTRICT, LOT 4 (EXCEPT THE NORTH 80 FEET) IN BLOCK 9 IN APARTUR 1, MANTOCH AND COMPANY'S NAPERVILLE ESTATES, BEING A SUBDIVISION OF PART OF LOT 4, 5 & 6 IN BLOCK 9 IN APARTUR 1, MANTOCH AND COMPANY'S NAPERVILLE ESTATES, ACCORDING TO THE MAP THEREON DESCRIBED MAY 20, 1927 AS DOCUMENT 236013, IN DUPAGE COUNTY, ILLINOIS, AND ALSO, THAT PART OF JULIAN STREET HERETOFORE DEDICATED PER DOCUMENT 236013, RECORDED MAY 20, 1927, LYING WEST OF AND ADJACENT TO THE PARCEL DESCRIBED ABOVE.

WITNESSED BY ME, MY DEPUTY, UNDER MY PERSONAL SUPERVISION AND IN THE PRESENCE OF TWO QUALIFIED WITNESSES, IN THE DIRECTION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ A.D., 2021.

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }
THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____ 20, AT _____ O'CLOCK _____ M.

RECORDER OF DEEDS

REVISION RECORD

NO.	DATE	DESCRIPTION
1	11/11/2021	ISSUED FOR RECORD
2	11/11/2021	ISSUED FOR RECORD
3	11/11/2021	ISSUED FOR RECORD
4	11/11/2021	ISSUED FOR RECORD
5	11/11/2021	ISSUED FOR RECORD
6	11/11/2021	ISSUED FOR RECORD
7	11/11/2021	ISSUED FOR RECORD
8	11/11/2021	ISSUED FOR RECORD
9	11/11/2021	ISSUED FOR RECORD
10	11/11/2021	ISSUED FOR RECORD

LOCATION MAP
NOT TO SCALE
P.L.N.: ADDRESS: 836 SOUTH JULIAN STREET
08-19-401-025

CH2M HILL & ASSOCIATES
1230 East Ditch Road, Suite 200 • Naperville, IL 60563
630-963-6028 • 877-983-6026

M HOUSE DEVELOPMENT
836 SOUTH JULIAN STREET
NAPERVILLE, ILLINOIS 60540

PLAT OF ANNEXATION

SV01

CITY PROJECT NUMBER 21-1000029

LICENSEE LICENSED PROFESSIONAL LAND SURVEYOR NO. 2982
LICENSE VALID THROUGH NOVEMBER 30, 2022

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

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COUNTY OF DUPAGE }

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

BASES OF REFERENCE
ILLINOIS STATE PLANK -
EAST ZONE
SCALE IN FEET
0 20 40

LOT 1
M HOUSE CREEK ESTATES
PER DOC. R2920-17666
P.L.N.: 08-19-400-035
EXISTING CORPORATE LIMITS
OF THE CITY OF NAPERVILLE

LOT 2
27,273 S.F. (0.628 ACRES)
PART OF LOT 4 BLK 9
ARTHUR T. MANTOCH & COMPANY'S
NAPERVILLE ESTATES
PER DOC. (R1927) 236013
P.L.N.: 08-19-401-004

LOT 3
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 4
20,001 S.F. (0.459 ACRES)
PART OF LOT 4 BLK 9
ARTHUR T. MANTOCH & COMPANY'S
PER DOC. (R1927) 236013

LOT 5
M HOUSE CREEK ESTATES
PER DOC. R2920-17666
P.L.N.: 08-19-400-035

LOT 6
M HOUSE CREEK ESTATES
PER DOC. R2920-17666
P.L.N.: 08-19-400-035

LOT 7
M HOUSE CREEK ESTATES
PER DOC. R2920-17666
P.L.N.: 08-19-400-035

LOT 8
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 9
27,273 S.F. (0.628 ACRES)
PART OF LOT 4 BLK 9
ARTHUR T. MANTOCH & COMPANY'S
NAPERVILLE ESTATES
PER DOC. (R1927) 236013
P.L.N.: 08-19-401-004

LOT 10
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 11
20,001 S.F. (0.459 ACRES)
PART OF LOT 4 BLK 9
ARTHUR T. MANTOCH & COMPANY'S
PER DOC. (R1927) 236013

LOT 12
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 13
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 14
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 15
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 16
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 17
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 18
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 19
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 20
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 21
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 22
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 23
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 24
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 25
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 26
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 27
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 28
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 29
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 30
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 31
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 32
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 33
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 34
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 35
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 36
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 37
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 38
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 39
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 40
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 41
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 42
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 43
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 44
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 45
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 46
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 47
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 48
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 49
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 50
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 51
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 52
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 53
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 54
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 55
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 56
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 57
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 58
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 59
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 60
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

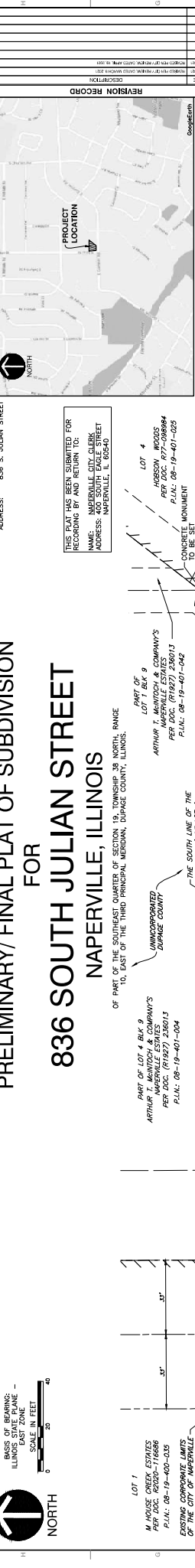
LOT 61
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 62
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

LOT 63
HOBSON WOODS
PER DOC. R77-089884
P.L.N.: 08-19-401-026

REVISION RECORD

NO.	DATE	DESCRIPTION
1	11/01/11	ISSUED FOR PERMITS
2	12/01/11	REVISED TO SHOW PERMITS
3	01/01/12	REVISED TO SHOW PERMITS
4	02/01/12	REVISED TO SHOW PERMITS
5	03/01/12	REVISED TO SHOW PERMITS



AREA SUMMARY

GROSS LOT AREA:	47,274 S.F. (1.085 ACRES)
NET LOT AREA:	47,274 S.F. (1.085 ACRES)
EASEMENT AREA:	6,964 S.F. (0.158 ACRES)
P.U. & D.E.	1,200 S.F. (0.028 ACRES)
P.C.B.M.P.E.	

LEGEND:

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- BUILDING SETBACK LINE
- RIGHT-OF-WAY CENTERLINE
- PROPOSED LOT LINE
- EXISTING IRREVOCABLE CORPORATE LIMITS
- EXISTING IRREVOCABLE EASEMENT
- PROPOSED POST CONSTRUCTION BEST MANAGEMENT PRACTICES EASEMENT HEREBY GRANTED

ABBREVIATIONS:

- REC. RECORD DATA
- ADJ. ADJACENT DATA
- DEED DEED DATA
- R. RADIUS
- A.C. ARC DATA
- A.W. ALTERNATIVE WAY
- P.W. PROPERTY WAY
- CL. CENTERLINE
- P.U. & D.E. PUBLIC UTILITIES AND DRAINAGE EASEMENT
- P.C.B.M.P.E. POST CONSTRUCTION BEST MANAGEMENT PRACTICES EASEMENT
- I.P. IRON PIPE

SURVEYOR'S NOTES:

- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- IRON PIPES AT ALL LOT CORNERS (UNLESS NOTED OTHERWISE).
- DENOTES CONCRETE MONUMENT TO BE SET.
- 3/4" I.D. X 24" LONG IRON PIPE PLACED AT ALL LOT CORNERS (UNLESS NOTED OTHERWISE) AND AT ALL INTERSECTIONS OF ADJACENT ALIEN LOTS REGARDING PLACEMENT OF MONUMENTS.
- ALL EASEMENTS REPORTED ON THE PLAT ARE HEREBY GRANTED FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES UNLESS OTHERWISE NOTED. REFER TO THE PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS STATED ON SHEET 2 FOR SPECIFIC TERMS AND CONDITIONS.
- UNLESS OTHERWISE NOTED, ALL MEASUREMENTS ON THIS PLAT ARE BASED UPON ILLINOIS STATE PLANE EAST, NAD 83 OBSERVATIONS.
- AN ESTIMATED LUMP SUM LAND-CASH PAYMENT FOR THE PROPERTY SHOWN HEREON WAS MADE PRIOR TO RECORDATION OF THIS FINAL PLAT. THE AMOUNT OF THE PAYMENT WAS \$10,000.00. THE ESTIMATED LUMP SUM AMOUNT SHALL BE MADE AT THE TIME OF ISSUANCE OF EACH BUILDING PERMIT UNDER THIS PLAT. THE AMOUNT OF THE PAYMENT SHALL BE AS SET FORTH IN NAPERVILLE MUNICIPAL CODE. ADJUSTMENTS TO THE ESTIMATED LUMP SUM AMOUNT SHALL BE MADE AT THE TIME OF ISSUANCE OF EACH BUILDING PERMIT UNDER THIS PLAT. THE AMOUNT OF THE PAYMENT SHALL BE AS SET FORTH IN NAPERVILLE MUNICIPAL CODE.

PLAT OF SUBDIVISION
PRELIMINARY/FINAL

SV01

CITY PROJECT NUMBER 21-1000029

EXHIBIT C

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

SEWERAGE ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MAERVILLE, ILLINOIS, TO CONSTRUCT, MAINTAIN, OPERATE AND MAINTAIN ANY SEWERAGE SYSTEM OR SYSTEMS OR CONTRACT WITH THE CITY, OR OTHERWISE...

EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF MAERVILLE, ILLINOIS, OVER THE ENTIRE EASEMENT AREA FOR ACCESS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER PUBLIC UTILITIES...

THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR WEEDS OR TO CONTRACT WITH THE CITY, OR OTHERWISE TO MAINTAIN OR REMOVE ANY TREES, SHRUBS OR WEEDS...

POST CONSTRUCTION BEST MANAGEMENT PRACTICES EASEMENT PROVISIONS

A POST CONSTRUCTION BEST MANAGEMENT PRACTICES EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MAERVILLE, ILLINOIS, TO CONSTRUCT, MAINTAIN, OPERATE AND MAINTAIN ANY BEST MANAGEMENT PRACTICES...

NO BUILDINGS, STRUCTURES, EXISTING FILL, OR OBSTRUCTIONS THAT WOULD INTERFERE WITH THE FUNCTION OF THE POST CONSTRUCTION BEST MANAGEMENT PRACTICES SHALL BE UNDERTAKEN BY OWNER WITHOUT CONSENT OF THE CITY OF MAERVILLE.

OWNERS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNERS, HAVE CAUSED THE SAME TO BE SURVEYED...

DATED AT CITY OF ILLINOIS, THIS DAY OF MONTH YEAR.
BY: SIGNATURE ATTEST: SIGNATURE
TITLE PRINT TITLE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
NOTARY'S CERTIFICATE
I, THE NOTARY PUBLIC, DO HEREBY CERTIFY THAT THE SAID COUNTY...

IN THE STATE FORESAID, DO HEREBY CERTIFY THAT SIGNATURE AND PRINT NAME AND PRINT NAME AND PRINT NAME...

NOTARY PUBLIC SIGNATURE
DATE MONTH YEAR
MY COMMISSION EXPIRES ON MONTH DATE YEAR

DUPAGE COUNTY CLERK'S CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF DUPAGE }

I, THE COUNTY CLERK, DO HEREBY CERTIFY THAT THE SAID COUNTY OF DUPAGE COUNTY, ILLINOIS, HAS RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

DUPAGE COUNTY RECORDERS CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF DUPAGE }

THIS INSTRUMENT WAS FILED FOR RECORD ON THE DAY OF 2020 AT O'CLOCK M.

RECORDED OF DEEDS

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MAERVILLE, ILLINOIS, AT A MEETING HELD ON THE DAY OF A.D. 20.

BY: MAYOR ATTEST: CITY CLERK
SIGNATURE SIGNATURE SIGNATURE
TITLE TITLE TITLE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
CITY TREASURER'S CERTIFICATE
I, TREASURER FOR THE CITY OF MAERVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL...

DATED AT MAERVILLE, ILLINOIS, THIS DAY OF 2020.
CITY TREASURER/DIRECTOR, FINANCE DEPARTMENT

SCHOOL DISTRICT BOUNDARY STATEMENT
STATE OF ILLINOIS }
COUNTY OF DUPAGE }

UNLESS SPECIFICALLY SET FORTH IN AN INSTRUMENT, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:
1. THAT DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO INCORPORATED HEREIN BY REFERENCE, AND...

OWNERS:
BY: SIGNATURE ATTEST:
TITLE PRINT NAME ITS DATE MONTH YEAR

NOTARY PUBLIC
SUBSCRIBED AND SWORN BEFORE ME THIS DAY OF MONTH YEAR

SURFACE WATER STATEMENT

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SURFACE WATER STATEMENT
DO NOT CHANGING THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED...

DATED THIS DAY OF 2021.
ILLINOIS LICENSED PROFESSIONAL ENGINEER, NO. 48225
LICENSE VALID THROUGH NOVEMBER 30, 2021

OWNER NAME:
BY: SIGNATURE ATTEST: SIGNATURE
TITLE PRINT TITLE

LAND SURVEYOR AUTHORIZATION TO RECORD PLAT
STATE OF ILLINOIS }
COUNTY OF DUPAGE }

THIS IS TO STATE THAT DOUGLAS R. MCINTOSH, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY...

OWNED UNDER MY HAND AND SEAL THIS DAY OF 2021.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 032-002992
LICENSE VALID THROUGH NOVEMBER 30, 2022

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SURVEYOR'S CERTIFICATE
DOUGLAS R. MCINTOSH, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY...

BY: SIGNATURE ATTEST:
TITLE PRINT NAME ITS DATE MONTH YEAR

NOTARY PUBLIC
SUBSCRIBED AND SWORN BEFORE ME THIS DAY OF MONTH YEAR

ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR
LICENSE VALID THROUGH NOVEMBER 30, 2022



M HOUSE DEVELOPMENT
836 SOUTH JULIAN STREET
NAPEVILLE, ILLINOIS 60540

Table with project information: PROJECT NO. 308-029-W000, DRAWING NO. 1-20, CHECKED BY, DATE, SCALE, SHEET, PLAT, DATE, COUNTY, CITY, STATE.

Table with revision record: NO, DATE, DESCRIPTION, REVISION RECORD.

School Donation Worksheet

Name of Subdivision 836 S. Julian Street

School Donation* = Land **0.0180** Cash **\$5,729.40**

= Round (((Total Elementary Pop. x 0.0231) + (Total Jr. High Pop. x 0.0208) + (Total High School Pop x 0.0267)),4) = Total Land x \$318,300.00

*School Donation is calculated based on two three-bedroom detached dwelling units and credit for one three-bedroom detached dwelling unit.

Type of Unit	Pre-School 0 - 4 Yrs	Elementary Grades K-5	Junior High Grades 6-8	High School Grades 9-12	Adults 18-up	Total per Unit
Detached						
Single-family						
2-bedroom	0.120	0.000	0.138	0.000	0.000	2.746
1 3-bedroom	0.268	0.486	0.153	0.135	1.913	2.955
4-bedroom	0.371	0.000	0.259	0.242	0.000	3.532
5-bedroom	0.386	0.000	0.236	0.242	0.000	3.645
Attached						
Single-Family						
1-Bedroom					0.000	0.000
2-Bedroom	0.206	0.000	0.057	0.000	0.000	1.697
3-Bedroom	0.214	0.000	0.039	0.000	0.000	2.374
4-Bedroom	0.183	0.000	0.106	0.000	0.000	2.767
Apartments						
Efficiency					1.400	1.400
1-Bedroom	0.058	0.000	0.012	0.000	0.000	1.710
2-Bedroom	0.129	0.000	0.031	0.000	0.000	2.007
3-Bedroom	0.199	0.000	0.073	0.000	0.000	2.475
People Produced	0.268	0.486	0.153	0.135	1.913	2.955
						0.774

Park Donation Work Sheet

Name of Subdivision 836 S. Julian Street

Park Donation* = Land 0.0252 Cash **\$8,154.72** = Land Donation x \$323,600.00

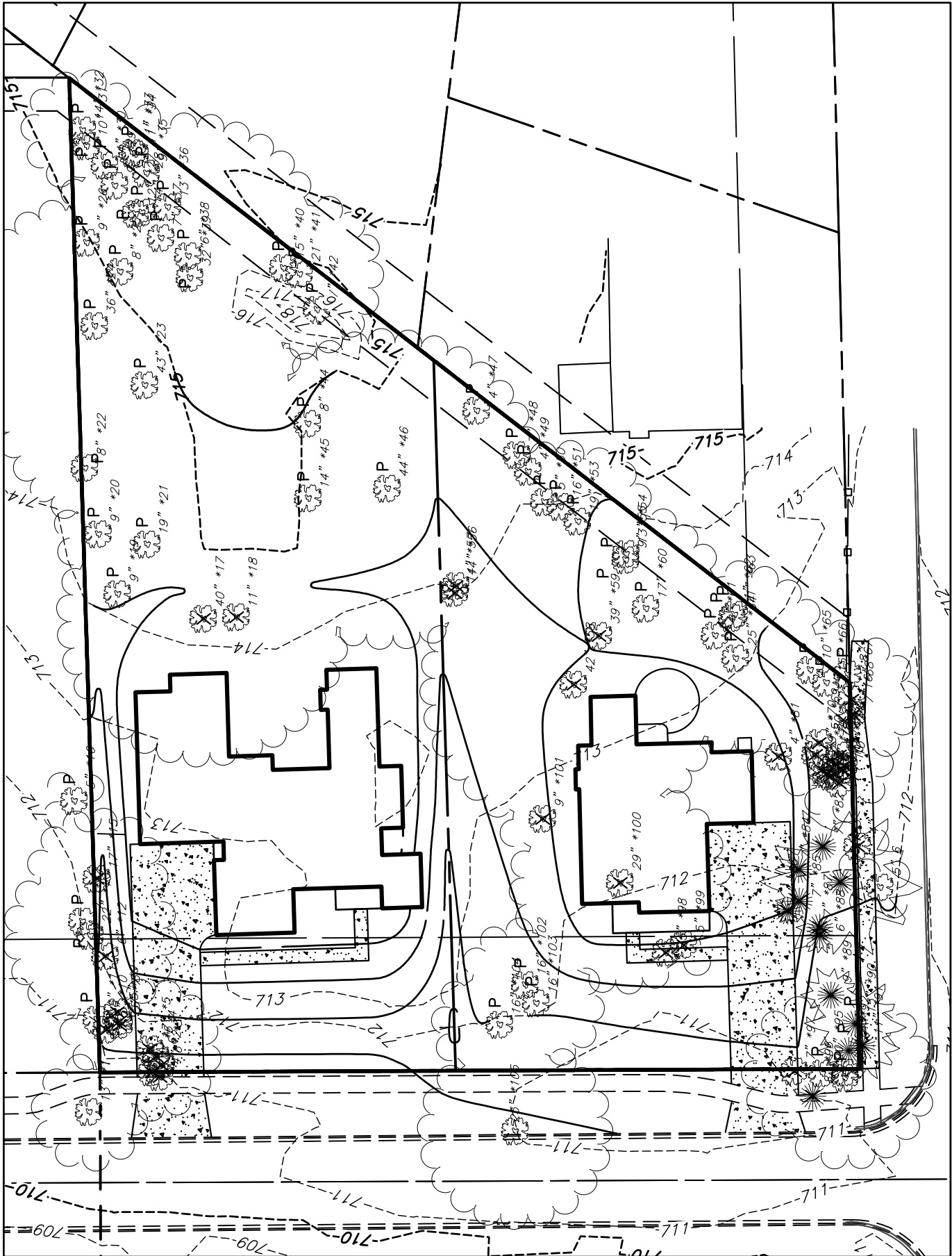
=Round((Total People Produced x 0.0086),4)

*Park Donation is calculated based on two three-bedroom detached dwelling units and credit for one three-bedroom detached dwelling unit.

Type of Unit	Pre-School 0 - 4 Yrs	Elementary Grades K-5	Junior High Grades 6-8	High School Grades 9-12	Adults 18-up	Total per Unit
Detached						
Single-family						
2-bedroom	0.127	0.000	0.102	0.000	0.000	0.000
1 3-bedroom	0.244	0.440	0.179	0.177	1.892	2.930
4-bedroom	0.348	0.000	0.235	0.000	0.000	0.000
5-bedroom	0.333	0.000	0.262	0.000	0.000	0.000
Attached						
Single-Family						
1-Bedroom						0.000
2-Bedroom	0.072	0.000	0.044	0.000	0.000	0.000
3-Bedroom	0.157	0.000	0.060	0.000	0.000	0.000
4-Bedroom	0.217	0.000	0.154	0.000	0.000	0.000
Apartments						
Efficiency					1.210	0.000
1-Bedroom	0.015	0.000	0.013	0.000	0.000	0.000
2-Bedroom	0.037	0.000	0.028	0.000	0.000	0.000
3-Bedroom	0.037	0.000	0.091	0.000	0.000	0.000
People Produced	0.244	0.440	0.179	0.177	1.892	2.930

EXHIBIT E

Exhibit C



EXISTING TREE EXHIBIT: "X" INDICATES TREE TO BE REMOVED
 "P" INDICATES TREE TO BE SAVED
 WITH PROPOSED GRADING PLAN

SCALE: 1"=40'

EXHIBIT F
 Exhibit C