

Created: 8/23/2022  
Last revised: (Developer 9/09/22), City revised  
9/16/22, Developer 10/25/22, 10/28/22,  
11/10/2022

**PROPERTY ADDRESS:  
LOT 23 OF THE ASHWOOD HEIGHTS  
SUBDIVISION**

**P.I.N.  
07-01-08-412-001**

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

**THIRD AMENDMENT TO THE  
ASHWOOD PARK (A/K/A 248th ASSEMBLAGE CENTER)  
ANNEXATION AGREEMENT  
FOR THE ASHWOOD HEIGHTS UNIT 2 SUBDIVISION**

THIS THIRD AMENDMENT TO THE ANNEXATION AGREEMENT (“**THIRD AMENDMENT**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (*insert date of signature of the Mayor which shall be the “EFFECTIVE DATE”*), between the CITY OF NAPERVILLE, an Illinois municipal corporation and home rule unit of local government under the statutes and Constitution of the State of Illinois, with offices at 400 South Eagle Street, Naperville, Illinois 60540, (hereinafter referred to as the “**CITY**”) and Silverthorne Development Co., an Illinois corporation, with offices at 1827 E. Lincoln Highway, Suite 1, Dekalb, IL 60115 (hereinafter referred to as the “**OWNER AND DEVELOPER – AH2**”). The CITY and the OWNER AND DEVELOPER – AH2 are together hereinafter referred to as the "**Parties**" and sometimes individually as “**Party**”.

**RECITALS**

1. **WHEREAS**, the OWNER AND DEVELOPER – AH2 is the owner of record of the real property described in **EXHIBIT 3A-A**, which property comprised of, bounded by 248<sup>th</sup> Avenue on the east side, 103<sup>rd</sup> Street on the south side, Nannyberry Street on the west side and Arrowwood

Road on the north side, having a parcel identification number of 07-01-08-412-001 (hereinafter referred to as the “**SUBJECT PROPERTY- AH2**”); and

2. **WHEREAS**, on March 16, 2004, the City of Naperville City Council passed Ordinance 04-043 authorizing the execution of the Annexation Agreement for Ashwood Park (a/k/a 248<sup>th</sup> Assemblage Center) (hereinafter “**ANNEXATION AGREEMENT**”) and Ordinance 04-044 annexing a number of properties located north of 111<sup>th</sup> Street and west of 248<sup>th</sup> Avenue known as the 248<sup>th</sup> Assemblage Center, one of which properties was identified as “Property J” or “Pod 8” (hereinafter “**POD 8**”) in the ANNEXATION AGREEMENT; and

3. **WHEREAS**, per the ANNEXATION AGREEMENT, POD 8 was to be developed as a church site (Exhibits A – List of Owners, E1 – Conceptual Development Plan, E2- Center Conceptual Development Plan, E3 – Bicycle Plan and E4 – Greenway Plan); and

4. **WHEREAS**, the ANNEXATION AGREEMENT was executed on October 21, 2004 and recorded with the Will County Recorder as Document No. R2004-196961; and

5. **WHEREAS**, on September 16, 2014, the City of Naperville City Council passed the following ordinances establishing a new controlling site plan for POD 8 to allow for the development of the Ashwood Heights Subdivision to include 22 single-family residential lots; however, Lot 23 continued to be reserved for a church site:

- i. Ordinance 14-145 authorizing the execution of the First Amendment to the Annexation Agreement for Ashwood Park (a/k/a 248<sup>th</sup> Assemblage Center) (hereinafter “**FIRST AMENDMENT**”), and
- ii. Ordinance 14-146 approving the Preliminary/Final Subdivision Plat and the Owners Acknowledgement and Acceptance (hereinafter “**Ashwood Heights OAA**”) for the Ashwood Heights Subdivision.

6. **WHEREAS**, the FIRST AMENDMENT was executed on October 10, 2014 and recorded with the Will County Recorder as Document No. R2014-101527; and

7. **WHEREAS**, Ordinance 14-146 and the Ashwood Heights OAA were recorded with the Will County Recorder as Document No. R2014-101528; and

8. **WHEREAS**, on April 19, 2016, the City of Naperville City Council passed Ordinance 16-053 authorizing the execution of the Second Amendment to the Annexation Agreement for Ashwood Park (a/k/a 248<sup>th</sup> Assemblage Center) to allow for the development of the Enclave at Ashwood Park subdivision on the property denoted as “Pod 19” in the ANNEXATION

AGREEMENT (hereinafter “**SECOND AMENDMENT**”), which **SECOND AMENDMENT** applies only to “Pod 19”; and

9. **WHEREAS**, the **SECOND AMENDMENT** was executed on April 26, 2016 and recorded with the Will County Recorder as Document No. R2016-040666; and

10. **WHEREAS**, OWNER AND DEVELOPER – AH2 has signed and filed a Petition for a Third Amendment to the ANNEXATION AGREEMENT (hereinafter “**THIRD AMENDMENT**”) and for approval of a Preliminary/Final Subdivision Plat for Ashwood Heights Unit 2 in order to develop the SUBJECT PROPERTY- AH2 (Lot 23 of Ashwood Heights) into 9 single family residential lots; and

11. **WHEREAS**, all notices, publications, public hearings and all other matters attendant to such Petition for the Second Amendment to the Annexation Agreement, have been given, held or performed as required by statute or the CITY’S ordinances, regulations, and procedures; and

12. **WHEREAS**, the CITY’S corporate authorities have considered the terms of this **THIRD AMENDMENT** and have determined the Petition for the **THIRD AMENDMENT** to be in order; and

13. **WHEREAS**, this **THIRD AMENDMENT** only affects the SUBJECT PROPERTY – AH2 and does not affect the rest of the 248<sup>th</sup> Assemblage Center properties that are subject to the ANNEXATION AGREEMENT; and

**NOW THEREFORE**, in consideration of the premises and the mutual promises contained herein, the Parties agree that the ANNEXATION AGREEMENT, FIRST AMENDMENT and SECOND AMENDMENT shall remain in full force and effect except as amended by adding the underlined language and deleting the stricken language as follows:

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

**G1.0 RECITALS.**

G1.1 – G1.2 \* \* \*

G1.3 The above-stated Recitals of the **THIRD AMENDMENT** are a material part of this **THIRD AMENDMENT** and are hereby incorporated in this section G1.3 by reference as to the SUBJECT PROPERTY – AH2.

**G2.0 – G15.0 \* \* \***

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

G16.1 – G16.2 \* \* \*

G16.3 Except as set forth in G16.1 and G16.2, and except as amended by this THIRD AMENDMENT, the terms and conditions of the ANNEXATION AGREEMENT, FIRST AMENDMENT, and Ashwood Heights OAA shall remain in full force and effect and shall apply to the SUBJECT PROPERTY – AH2. To the extent that there is any inconsistency, the terms and conditions of this THIRD AMENDMENT shall supersede the terms and conditions of the ANNEXATION AGREEMENT, the FIRST AMENDMENT, and the Ashwood Heights OAA with respect to the SUBJECT PROPERTY – AH2.

**G17.0 – G18.0 \* \* \***

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

G19.1 The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY and shall be binding upon and inure to the benefit of the parties hereto, their grantees, successors in interest, assignees, heirs, executors or lessees and upon any successor CITY officials and successor municipalities for a period of twenty (20) years from the date of execution of this Agreement.

G19.1.1 \* \* \*

G19.1.2 Notwithstanding the provisions set forth in G19.1 above, and except as otherwise provided herein, the terms of the ANNEXATION AGREEMENT, the FIRST AMENDMENT and this THIRD AMENDMENT as to the SUBJECT PROPERTY AH2 shall be effective for a period of ten (10) years from the EFFECTIVE DATE of this THIRD AMENDMENT.

G19.2 – G19.5 \* \* \*

G19.6 Subject to the provisions of G20.1 and G20.2 of the ANNEXATION AGREEMENT, all obligations of “OWNERS” and/or “DEVELOPERS” established in the ANNEXATION AGREEMENT as such obligations relate or in any way pertain to the SUBJECT PROPERTY – AH2 are hereby explicitly assumed by the OWNER AND DEVELOPER – AH2.

G19.7 Any obligation owed by OWNER AND DEVELOPER – AH2 for payment or reimbursement of monies provided for herein shall survive the termination or expiration of this THIRD AMENDMENT.

G19.8 Any obligations to be performed hereunder by OWNER AND DEVELOPER – AH2 shall survive the expiration or termination of this THIRD AMENDMENT.

**G20.0 - G26.0** \* \* \*

**G27.0 CHALLENGE TO ANNEXATION**

G27.1 – G27.2 \* \* \*

G27.3 The OWNER AND DEVELOPER – AH2 shall defend (with legal counsel reasonably approved by the CITY), indemnify, and hold the City and its officers, agents, employees and representatives harmless against any third-party challenge to this THIRD AEMNDMENT.

**G28.0** \* \* \*

**G29.0 AUTHORIZATIONS**

G29.1 – G29.2 \* \* \*

G29.3 The OWNER AND DEVELOPER – AH2’s authorized representatives who have executed this THIRD AMENDMENT warrant that they have been lawfully authorized to do so by the OWNER AND DEVELOPER – AH2. The City Manager and City Clerk warrant that they have been lawfully authorized to execute this THIRD AMENDMENT. The OWNER AND DEVELOPER – AH2 shall deliver to the CITY within ten (10) days of the EFFECTIVE DATE of this THIRD AMENDMENT to the Original Annexation Agreement copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Third Amendment to the Original Annexation Agreement.

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

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

**S1.0 ANNEXATION AND ZONING.**

S1.1 \* \* \*

S1.2 The SUBJECT PROPERTY shall be granted a ~~Conditional Use in the R1A Zoning Classification for a religious institution,~~ a Conditional Use in the R1A Zoning Classification for a swim and/or tennis club and a Conditional Use in the R3A Zoning Classification for an assisted living facility and/or convalescent and/or nursing home in the locations specified on **EXHIBIT “C”**. The developers of Pods 8, 10 and 13 other than single family construction are required to submit all required plans, including a site plan, landscape plan, elevations and photometrics, for review and approval by the Plan Commission and City Council prior to issuance of a building permit for these sites. The foregoing requirements shall not be applicable to individual single-family lots on Pods 8, 10, and 13.

S1.3 – S1.5 \* \* \*

**S2.0** \* \* \*

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

S3.1 – S3.2 \* \* \*

S3.3 OWNER AND DEVELOPER – AH2 shall pay all fees (which fees shall not be paid under protest or otherwise objected to) set forth herein and required by the Naperville Municipal Code as amended from time to time, including but not limited to the following:

- i. **Processing and Review Fees:** \$3,450.00. This fee is due prior to recording the Subdivision Plat or issuance of a site permit whichever occurs first.
- ii. **Site Permit Fee:** \$6,553.54 (1.50% of the approved engineer’s cost estimate). This fee is due prior to recording the Subdivision Plat or issuance of a site permit whichever occurs first.
- iii. **Sanitary Sewer Recapture Fee (due to CITY):** \$2,974.98 (4.04 acres at \$736.38 per acre) for the 99th Street Trunk Sewer. This fee is due prior to recording the Subdivision Plat.
- iv. **Agreed upon Sanitary Sewer Recapture Fee (due to Crestview Builders, Inc.):** \$11,631.40 which payment shall be made by OWNER

AND DEVELOPER directly to Crestview Builders Inc. prior to recording the Subdivision Plat.

- v. **Infrastructure Availability Charges and User Fees.** Upon a request for connection and service to the City's water or sanitary system, OWNER AND DEVELOPER shall pay for all infrastructure availability charges and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.
- vi. **Facility Installation Charges and User Fees.** Upon a request for connection and service to the City of Naperville electric system, the OWNER AND DEVELOPER shall pay for all Facility Installation Charges (FIC) and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.

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

\* \* \*

**IF TO OWNER AND DEVELOPER-AH2:**

Silverthorne Development Co.  
1827 E. Lincoln Highway, Suite 1  
Dekalb, IL 60115

**S5.0 – S6.0 \* \* \***

**S7.0 CONSISTENCY WITH APPROVED PLANS.**

S7.1 – S7.5 \* \* \*

S7.6 The Overall Development Plans established in Section S7.1 and Section S7.2 above and the new controlling site plan for POD 8 established in Section S7.3 above are hereby modified to allow the development of nine (9) single-family residential lots on the SUBJECT PROPERTY – AH2. These modifications only affect the SUBJECT PROPERTY – AH2. The following controlling development plans are hereby established for the SUBJECT PROPERTY – AH2:

- i. Preliminary/Final Subdivision Plat, prepared by CEMCON, Ltd., dated 1/6/2022 and last revised 8/24/2022, attached hereto and incorporated herein by reference as EXHIBIT 3A-B (“Subdivision Plat for AH2”).
- ii. Final Landscaping Plan, prepared by Schoppe Design Associates, Inc., dated 4/7/2022 and last revised 11/3/2022, attached hereto and incorporated herein by reference as EXHIBIT 3A-C (“Final Landscaping Plan for AH2”).

**S8.0 REQUIRED SCHOOL DONATION.**

S8.1 – S8.13 \* \* \*

S8.14 OWNER AND DEVELOPER – AH2 agrees to abide by the school 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. Further, OWNER AND DEVELOPER – AH2 has elected to pay a cash-in-lieu of a contribution of land for the required school 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 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. Payment of the required school donation shall not be paid under protest, or otherwise objected to.

**S9.0 REQUIRED PARK DONATION.**

S9.1 – S9.9 \* \* \*

S9.10 OWNER AND DEVELOPER – AH2 agrees to abide by the 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. Further, OWNER AND DEVELOPER – AH2 has elected to pay a cash-in-lieu of a contribution of land for the required 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 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. Payment of the required park donation shall not be paid under protest, or otherwise objected to.



**S10.0 REQUIRED ROADWAY DEDICATIONS.**

S10.1 – S10.2 \* \* \*

S10.3 The OWNER AND DEVELOPER agrees to dedicate to the CITY, twenty foot (20') wide right-of-way on the west side of 248th Avenue adjacent to the SUBJECT PROPERTY as depicted on the Subdivision Plat for AH2 attached hereto as EXHIBIT 3A-B. Irrespective of any contrary provisions in either the Annexation Agreement or this Third Amendment, including but not limited to Subsections S14.3 and S25.2, City shall compensate OWNER AND DEVELOPER for said dedication by the CITY assuming both installation and cost responsibility for both the ten foot (10') Wide Multi-Use Trail and the parkway trees along 248<sup>th</sup> Avenue.

**S11.0 – S13.0 \* \* \***

**S14.0 PARKWAY TREES.**

S14.1 – S14.2 \* \* \*

S14.3 Notwithstanding the provisions of S14.1 and S14.2 above, OWNER AND DEVELOPER – AH2 shall pay a fee-in-lieu in the amount of \$400 per tree for the CITY to plant parkway trees along the SUBJECT PROPERTY – AH2’s frontage on 103rd Street and Viburnum Court in compliance of Section 5-10-3:3 of the Naperville Municipal Code. This fee shall be paid prior to issuance of a building permit for each corresponding lot on the SUBJECT PROPERTY – AH2.

**S15.0 – S24.0 \* \* \***

**S25.0 SIDEWALKS AND SHARED USE PATH.**

S25.1 Sidewalk Requirements:

S25.1.1 OWNER AND DEVELOPER – AH2 shall install a five-foot (5') wide public sidewalk across the frontage of the SUBJECT PROPERTY – AH2 on 103rd Street. Said sidewalk shall be installed by the OWNER AND DEVELOPER – AH2 at its sole cost and shall be approved by the City Engineer prior to issuance of the first final occupancy permit for the SUBJECT PROPERTY or within three (3) years after the EFFECTIVE DATE of this THIRD AMENDMENT, whichever occurs first.

S25.1.2 OWNER AND DEVELOPER – AH2 shall replace any substandard sidewalks located along all frontages of the property on Nannyberry Street and Ashwood Road. The sections of the sidewalks to be replaced shall be determined by the City Engineer, including but not limited to any squares adjacent to the SUBJECT

PROPERTY – AH2 meeting the City standards for sidewalk replacement, and any squares damaged due to the construction of the SUBJECT PROPERTY – AH2, which damaged squares may include sidewalks on the far side of the street. The sidewalk replacements to be constructed by the OWNER AND DEVELOPER – AH2 with construction of each building shall be determined by the City Engineer, and construction of said sidewalk replacements shall be subject to approval by the City Engineer prior to issuance of a final occupancy permit for said building.

S25.1.3 OWNER AND DEVELOPER – AH2 shall also install a five-foot (5’) wide public sidewalk, at the OWNER AND DEVELOPER – AH2’s sole cost, across the frontage of the SUBJECT PROPERTY – AH2 on Viburnum Court (“**Viburnum Court Sidewalk**”). Said sidewalk shall be installed by the OWNER AND DEVELOPER – AH2 and approved by the City Engineer prior to issuance of the final occupancy permit for each residential lot of the SUBJECT PROPERTY – AH2 adjacent to Viburnum Court. OWNER AND DEVELOPER shall be required to complete installation of the Viburnum Court Sidewalk within three (3) years after the EFFECTIVE DATE of this THIRD AMENDMENT for any lots for which sidewalk has not yet been installed.

S25.2 Shared Use Path Requirements: It has been determined that a ten-foot wide shared use path (“**Shared Use Path**”) should be installed along 248<sup>th</sup> Avenue adjacent to the SUBJECT PROPERTY. In consideration of the dedication to be made by OWNER AND DEVELOPER as set forth in Section S10.3 above, the CITY will install, at its cost, the ten foot Shared Use Path along 248<sup>th</sup> Avenue.

S25.3 The timeframes set forth in this Section S25 may be modified by written approval of the City Engineer.

## **S26.0 LANDSCAPING IMPROVEMENTS.**

S26.1 OWNER AND DEVELOPER – AH2 shall install at its sole cost landscaping materials in the 10’ wide Landscape and Fencing Easement on the SUBJECT PROPERTY – AH2 as depicted on the Final Landscaping Plan for AH2 attached hereto as **Exhibit 3A-C** or as provided in an Alternative Landscaping Plan that is approved pursuant to Section S7.6.1 (hereinafter referenced as “**Landscaping Improvements**”).

S26.2 Installation of the Landscaping Improvements may be delayed, at the sole discretion of OWNER AND DEVELOPER – AH2, until the 248<sup>th</sup> Avenue expansion project has

been substantially completed along the SUBJECT PROPERTY – AH2’s frontage, as substantial completion is determined by the City Engineer. Notwithstanding the foregoing, the Landscaping Improvements shall be completed by OWNER AND DEVELOPER – AH2 and approved by the City Engineer no later than one (1) year after the postmark date of a written notice from the City Engineer to OWNER AND DEVELOPER – AH2 confirming said substantial completion of the 248<sup>th</sup> Avenue expansion project. Failure by OWNER AND DEVELOPER – AH2 to comply with the timeframe provided for herein, or any extension of said timeframe agreed to in writing by the City Engineer, shall constitute a breach of this Agreement for which the City may take any actions it deems appropriate, including but not limited to denial of any further permits for the SUBJECT PROPERTY.

S26.3 OWNER AND DEVELOPER – AH2 and its successors and assigns (or a homeowner’s association if one is formed) shall be responsible for continued preservation, maintenance, and care of the Landscaping Improvements in good condition.

**S27.0 FINANCIAL SURETY.**

S27.1 Financial surety in a form of cash deposit or a letter of credit in a form and from a source acceptable to the City Attorney shall be provided and maintained in the amount of 110% of the approved engineer’s cost estimate which guarantees the completion of public improvements, soil erosion and sedimentation control, and the Landscaping Improvements per Section S26.0 above for the SUBJECT PROPERTY – AH2 (“**Public Improvements**”). Notwithstanding the foregoing, the City Engineer may agree in writing to allow said financial surety (“**Financial Surety**”) to be provided in more than one letter of credit or cash deposit agreement.

Said Financial Surety shall be received and approved prior to recordation of the Subdivision Plat and issuance of a site development permit. Notwithstanding provision of said Financial Surety, until the Public Improvements have been accepted by the City, the OWNER AND DEVELOPER – AH2 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.

S27.2 Subject to approval by the City Engineer, the CITY shall accept the Public Improvements installed by the OWNER AND DEVELOPER – AH2 on the SUBJECT PROPERTY – AH2, or within the adjacent public right-of-way, pursuant to the process set forth in Section 7-1-7 of the Naperville Municipal Code. Prior to CITY acceptance thereof, the OWNER AND DEVELOPER – AH2 shall post a cash deposit or letter of credit maintenance surety in a form and amount approved by the City guaranteeing said Public 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.

S27.3 As to any financial surety, or maintenance surety, provided by the OWNER AND DEVELOPER – AH2, the OWNER AND DEVELOPER – AH2 agrees that: (1) at no time shall the City be liable for attorneys’ fees with respect thereto; (2) OWNER AND DEVELOPER – AH2 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.

**S28.0 BUILDING PERMITS.**

S28.1 No building permits shall be issued for the SUBJECT PROPERTY – AH2, or any portion thereof, until the Subdivision Plat for AH2 has been recorded and until the CITY has determined that sufficient improvements have been installed and are functioning to protect the health, safety, and welfare of the public.

/SIGNATURES ON FOLLOWING PAGE/

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

**CITY OF NAPERVILLE**

By: \_\_\_\_\_  
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 \_\_\_\_\_, 2022.

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

-seal-

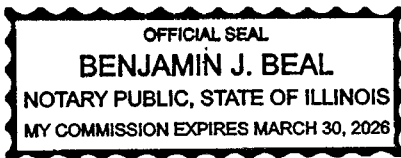
**OWNER AND DEVELOPER – AH2**

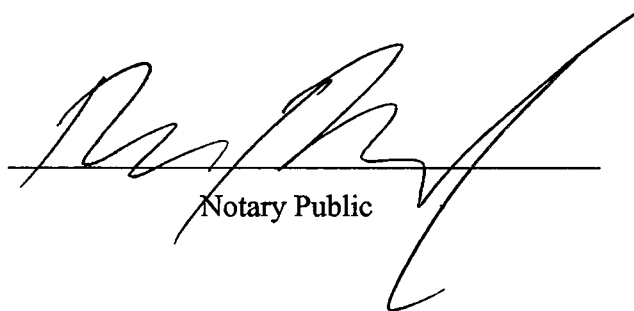
Silverthorne Development Co., an Illinois corporation  
1827 E. Lincoln Highway, Suite 1  
Dekalb, IL 60115

By:   
James Work  
President

State of Illinois            )  
  )  
County of LaSalle        )

The foregoing instrument was acknowledged before me by James Work, President, this 28 day  
of November, 2022.



  
Notary Public

-seal-

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

**LEGAL DESCRIPTION**  
**ASHWOOD HEIGHTS UNIT 2**

Lot 23 in Ashwood Heights, being a Subdivision of Part of the Southeast Quarter of the Southeast Quarter (except the West 750 Feet thereof) of Section 8, Township 37 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded November 18, 2014 as Document No. R20141015293, together with the Certificate of Correction recorded February 18, 2015 as Document No. R2015012721 and Certificate of Correction recorded June 8, 2015 as Document No. R2015047444, in Wheatland Township, Will County, Illinois

PIN: 07-01-08-412-001

Commonly known as: Parcel located at the northeast corner of Nannyberry Street and 103<sup>rd</sup> Street

# PRELIMINARY/FINAL PLAT OF SUBDIVISION OF ASHWOOD HEIGHTS UNIT 2

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE WEST 750 FEET THEREOF) OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHEATLAND TOWNSHIP, WILL 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

SHEET 1 OF 2

**TOTAL AREA OF SUBDIVISION**  
4.044 ACRES  
(MORE OR LESS)

**PARCEL INDEX NUMBER**  
07-01-08-412-001  
NAPERVILLE, ILLINOIS 60563

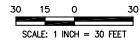


**VICINITY MAP**

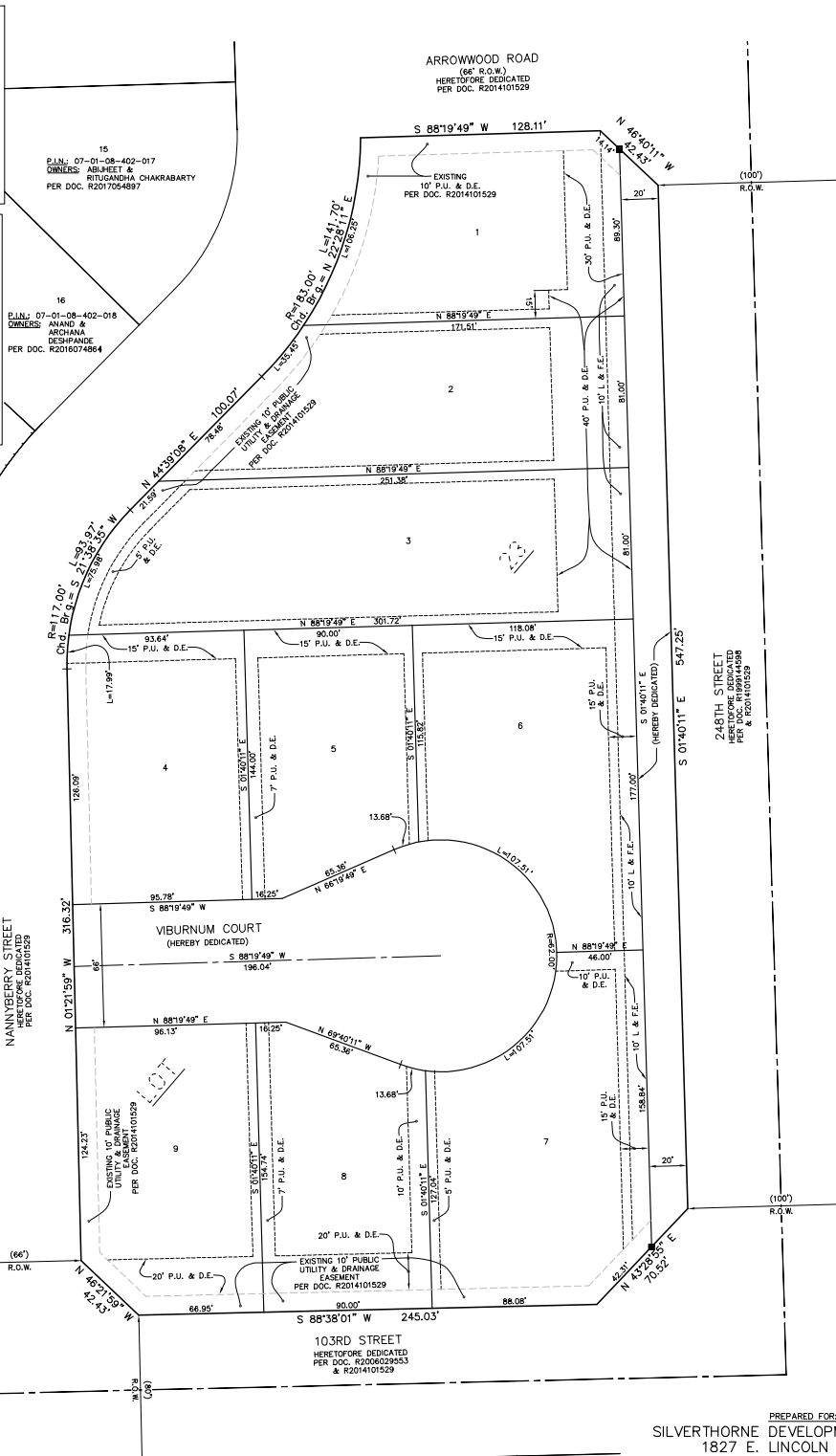
**SITE LOCATION**

- LEGEND**
- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
  - LOT LINE/PROPERTY LINE (Solid Line)
  - ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
  - EXISTING EASEMENT LINE (Short Dashed Lines)
  - EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
  - CENTERLINE (Single Dashed Lines)
  - SET CONCRETE MONUMENT
  - UNDERLYING SUBDIVISION PARCEL NUMBER

- NOTES**
- 3/4 IN IRON PIPE OR OTHER PERMANENT SURVEY MARKERS SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.
- ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- DIMENSIONS ENCLOSED WITH ( ) ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASUREMENTS.
- ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.
- P.U. & D.E. - INDICATES PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS CONTAINED HEREIN.
- L & F.E. - INDICATES LANDSCAPE AND FENCING EASEMENT HEREBY GRANTED. SEE PROVISIONS CONTAINED HEREIN.
- THE MEASURED BOUNDARIES SHOWN ARE BASED ON THE RECORDED PLAT OF SUBDIVISION FOR ASHWOOD HEIGHTS PER DOCUMENT R2014101529.
- PP - FOUND IRON PIPE (4 AS SHOWN)  
FR - FOUND IRON ROD (4 AS SHOWN)
- THE LAND-CASH AMOUNT DUE FOR THE PROPERTY SHOWN HEREIN PURSUANT TO THE LAND-CASH PROVISIONS OF THE NAPERVILLE MUNICIPAL CODE IS TO BE PAID ON A PER FRONT BASIS FROM TO ISSUANCE OF EACH BUILDING PERMIT FOR A PRESCRIPTION WITHIN THE PLATTED AREA PER SECTION 7-34-5.2.2 OF THE NAPERVILLE MUNICIPAL CODE. NO CREDIT SHALL BE GIVEN FOR ANY EXISTING STRUCTURE.



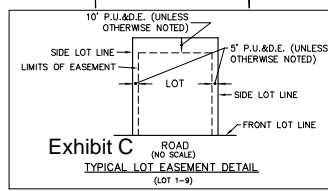
- LOT 4**
- 15  
P.L.N.: 07-01-08-402-017  
OWNERS: ABUHEET & RITUANGAHA CHAKRABARTY  
PER DOC. R2017054897
- 16  
P.L.N.: 07-01-08-402-016  
OWNERS: ANAND & ARCHANA DESHPANDE  
PER DOC. R2016074864
- 17  
P.L.N.: 07-01-08-402-019  
OWNERS: GAURAV SACHDEV  
PER DOC. R2017061033
- 18  
P.L.N.: 07-01-08-402-020  
OWNER: DEEPTI MANDURI  
PER DOC. R2017001112
- 19  
P.L.N.: 07-01-08-402-021  
OWNERS: SASHANK KALLAKURI  
PER DOC. R2016097608
- 20  
P.L.N.: 07-01-08-402-022  
OWNER: BSAVANA JANAKHANDI  
PER DOC. R2018070271
- 21  
P.L.N.: 07-01-08-402-023  
OWNERS: SURESH PENUMADULA & PADMAVATHI MANKONDA  
PER DOC. R2019061727
- 22  
P.L.N.: 07-01-08-402-024  
OWNERS: JANAKARAJ THIRUMALAI & SUMATHI GAENDRAN  
PER DOC. R2017046731
- OUTLOT A  
P.L.N.: 07-01-08-402-009  
OWNER: ASHWOOD HEIGHTS SUB. HOMEOWNERS ASSN.  
PER DOC. R2016011840



- 482  
P.L.N.: 07-01-08-308-016  
OWNERS: SHASHANT  
PER DOC. R201124821
- 483  
P.L.N.: 07-01-08-308-017  
OWNERS: ROJESH B. & TEL  
PER DOC. R2018003474
- 484  
P.L.N.: 07-01-08-308-018  
OWNERS: HIRAN JANG  
PER DOC. R2015046714
- 485  
P.L.N.: 07-01-08-308-019  
OWNERS: GUNAN MILES  
PER DOC. R2003098288
- 486  
P.L.N.: 07-01-08-308-020  
OWNERS: SULTAN BIKTEN  
PER DOC. R2005070286
- 487  
P.L.N.: 07-01-08-308-021  
OWNERS: SHWETA KOTAMR & HANUMANTH ASSOC.  
PER DOC. R2018050320
- 488  
P.L.N.: 07-01-08-308-022  
OWNERS: ANAN DESAI & HANUMANTH ASSOC.  
PER DOC. R2018072826

**NOTE:**  
EASEMENT AREAS SHOWN IN BELOW TABLE ARE FOR P.U. & D.E. ONLY GRANTED HEREIN. DOES NOT INCLUDE OTHER EASEMENTS GRANTED HEREIN OR EXISTING EASEMENTS.

LOT NO.	AREA (S.F.)	AREA (Ac.)	P.U. & D.E. AREA (S.F.)
1	14,785	0.339	3,318
2	16,972	0.390	4,817
3	22,963	0.527	5,934
4	13,729	0.315	2,063
5	11,868	0.272	2,760
6	17,259	0.396	4,704
7	18,170	0.417	3,180
8	12,856	0.295	3,161
9	14,484	0.332	2,078



PREPARED FOR:  
**SILVERTHORNE DEVELOPMENT COMPANY**  
1827 E. LINCOLN HIGHWAY  
DEKALB, IL 60115  
(815) 751-9759

PREPARED BY:  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2285 White Oak Circle, Suite 100 Aurora, Illinois  
60502-9676 PH: 630.862.2100 FAX: 630.862.2199  
www.cemcon.com

DSC NO: 904408 FILE NAME: SUBPLAT  
DRAWN BY: AUB FLD. BK. / PG. NO.: 039/45-53  
COMPLETION DATE: 01-06-22 JOB NO: 904.408

PROJECT REFERENCE: 402.032  
REVISED 03-25-22/AJB PER CITY COMMENTS DATED 02-09-22  
REVISED 04-12-22/AJB PER CITY COMMENTS DATED 04-07-22  
REVISED 08-23-22/AJB REVISED LANDSCAPE EASEMENT PROVISIONS  
REVISED 08-24-22/AJB REVISED LANDSCAPE EASEMENT PROVISIONS

**ASHWOOD HEIGHTS-UNIT 2 FINAL PLAT OF SUBDIVISION**  
CITY OF NAPERVILLE PROJECT NO. 22-1000008

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STATE OF )
COUNTY OF )
THIS IS TO CERTIFY THAT SIERRA TANGO EQUITIES, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY AND NOT INDIVIDUALLY BUT AS SUCH OWNER, HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND THE SAID COMPANY, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

STATE OF )
COUNTY OF )
BUILDER FINANCE, LLC, AS MORTGAGEE, UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED \_\_\_\_\_ A.D. 20\_\_\_\_ AND RECORDED IN THE RECORDER'S OF DEEDS OFFICE OF \_\_\_\_\_ COUNTY, ILLINOIS
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_ YEAR
AS DOCUMENT NO. \_\_\_\_\_ HEREBY CONSENTS TO AND APPROVES THE SUBDIVISION OF THE LAND AND THE GRANTING OF THE EASEMENT(S) DEPICTED HEREON.

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

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

NOTARY'S CERTIFICATE
STATE OF ILLINOIS )
COUNTY OF DEKALB )
I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT,
\_\_\_\_\_, AND
\_\_\_\_\_,
OF SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS SUCH \_\_\_\_\_ AND \_\_\_\_\_ RESPECTFULLY,
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.

NOTARY'S CERTIFICATE
STATE OF )
COUNTY OF )
THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT
(NAME) \_\_\_\_\_ (TITLE) \_\_\_\_\_
OF BUILDER FINANCE, LLC AND (NAME) \_\_\_\_\_ (TITLE) \_\_\_\_\_
WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH
(TITLE) \_\_\_\_\_ AND (TITLE) \_\_\_\_\_

THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERES WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES OR PERMANENT BUILDINGS WHICH ARE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES WHICH 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 NAPERVILLE.

EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF NAPERVILLE AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY OVER THE ENTIRE EASEMENT AREA FOR INGRESS, 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 ON, OVER, ALONG AND ACROSS THE PROPERTY DESCRIBED HEREON 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.

LANDSCAPE & FENCING EASEMENT PROVISIONS

A HOMEOWNER'S ASSOCIATION FORMED FOR THE LOTS IN ASHWOOD HEIGHTS UNIT 2 SHALL BE RESPONSIBLE FOR THE ONGOING MAINTENANCE, REPLACEMENT, AND UPKEEP OF THE LANDSCAPING AND FENCING ON THOSE AREAS MARKED ON THIS PLAT AS "LANDSCAPE EASEMENT" OR "L. & F.E." IN GOOD CONDITION, IF A HOMEOWNER'S ASSOCIATION IS NOT FORMED OR CEASES TO BE OPERATIONAL, THE OWNERS OF EACH OF THE FIVE (5) LOTS ON WHICH "LANDSCAPE EASEMENTS" OR "L. & F.E." EXIST ON THIS PLAT ("LOT OWNERS") SHALL BE RESPONSIBLE FOR THE ONGOING MAINTENANCE, REPLACEMENT, AND UPKEEP OF THE LANDSCAPING AND FENCING ON THOSE AREAS MARKED ON THIS PLAT AS "LANDSCAPE EASEMENT" OR "L. & F.E." ON EACH OWNER'S RESPECTIVE LOT IN GOOD CONDITION.

A LANDSCAPE AND FENCING EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ANY HOMEOWNER'S ASSOCIATION FOR THE LOTS IN ASHWOOD HEIGHTS UNIT 2 OVER ALL THE AREAS MARKED "LANDSCAPE EASEMENT" OR "L. & F.E." ON THIS PLAT FOR THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, REMOVE, REPLACE AND ALTER SAID LANDSCAPING AND FENCING AS MAY BE DEEMED NECESSARY OR APPROPRIATE BY SAID ASSOCIATION OVER, UPON, ALONG 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 CUT DOWN, TRIM OR REMOVE ANY LANDSCAPING.

NO PERMANENT BUILDINGS SHALL BE PLACED WITHIN SAID EASEMENTS. INSTALLATION OF FENCES OR ALTERATION OF LANDSCAPING SHALL ONLY BE PERMITTED WITH THE WRITTEN APPROVAL OF THE HOMEOWNER'S ASSOCIATION FORMED FOR THE LOTS IN ASHWOOD HEIGHTS UNIT 2, THROUGH ITS ADOPTED POLICIES AND PROCEDURES, OR, IF NO SUCH ASSOCIATION EXISTS OR IS OPERATIONAL, THROUGH THE WRITTEN APPROVAL OF NOT LESS THAN THREE (3) OF THE FIVE (5) LOT OWNERS ON WHICH LANDSCAPE EASEMENTS OR L. & F.E. EXIST ON THIS PLAT. GRADING WITHIN THE LANDSCAPE EASEMENTS SHALL NOT BE ALTERED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE HOMEOWNER'S ASSOCIATION FORMED FOR THE LOTS IN ASHWOOD HEIGHTS UNIT 2, OR IF SAID ASSOCIATION DOES NOT EXIST OR IS NOT OPERATIONAL, THE PRIOR WRITTEN APPROVAL OF NOT LESS THAN THREE (3) OF THE FIVE LOTS ON WHICH LANDSCAPE EASEMENTS OR L. & F.E. EXIST ON THIS PLAT.

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS )
COUNTY OF DEKALB )
THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:
1. THAT SILVERTHORNE DEVELOPMENT COMPANY, 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 IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:
INDIAN PRAIRIE SCHOOL DISTRICT #204U
780 SHORLINE DRIVE
AURORA, IL 60504

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DU PAGE )
I, \_\_\_\_\_ CITY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS, AT A MEETING HELD
THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_
BY: \_\_\_\_\_ MAYOR ATTEST: \_\_\_\_\_ CITY CLERK

OWNER NAME: \_\_\_\_\_
BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_
ITS: \_\_\_\_\_ ITS: \_\_\_\_\_
SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_
NOTARY PUBLIC

CITY TREASURER'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DU PAGE )
I, \_\_\_\_\_ CITY TREASURER OF 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 \_\_\_\_\_ A.D., 20\_\_\_\_
CITY TREASURER / DIRECTOR, FINANCE DEPARTMENT

SURFACE WATER STATEMENT

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

ILLINOIS REGISTERED PROFESSIONAL ENGINEER
STATE REGISTRATION NUMBER
REGISTRATION EXPIRATION / RENEWAL DATE
OWNER COMPANY NAME: \_\_\_\_\_
BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_
SIGNATURE SIGNATURE
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_
PRINT TITLE PRINT TITLE

WILL COUNTY RECORDER'S CERTIFICATE

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

LAND SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DU PAGE )
I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, #035-003483, HEREBY STATE THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:
LOT 23 IN ASHWOOD HEIGHTS, BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE WEST 750 FEET THEREOF) OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 2014 AS DOCUMENT R2014101529 AND CERTIFICATES OF CORRECTION RECORDED FEBRUARY 16, 2015 AS DOCUMENT R2015012721 AND JUNE 8, 2015 AS DOCUMENT R2015047444 ALL IN WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS.
I HEREBY STATE THAT THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE CITY OF NAPERVILLE, ILLINOIS. I HEREBY STATE THAT THE CITY OF NAPERVILLE HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED.
BASED ON REVIEW OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP PANEL NO. 17197C00302 WITH AN EFFECTIVE DATE OF FEBRUARY 15, 2019, IT IS OUR OPINION THAT THE PROPERTY DESCRIBED HEREON FALLS WITHIN ZONE X AS DESIGNATED AND DEFINED BY F.E.M.A.
GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

WILL COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF WILL )
I, \_\_\_\_\_ COUNTY CLERK OF WILL 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 JOLIET, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_
\_\_\_\_\_ COUNTY CLERK

JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 30, A.D., 2022
PROFESSIONAL DESIGN FIRM LICENSE NO. 184--002937
EXPIRES ON APRIL 30, 2023

WILL COUNTY TAX MAPPING CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF WILL )
I, \_\_\_\_\_ DIRECTOR OF THE TAX MAPPING AND PLATTING OFFICE DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIPTION ON THIS PLAT FOR THAT PORTION WITHIN THE LIMITS OF WILL COUNTY AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN DESCRIBED IS LOCATED ON TAX MAP \_\_\_\_\_ AND IS IDENTIFIED AS PERMANENT REAL ESTATE TAX INDEX NUMBER (PIN) \_\_\_\_\_
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_
\_\_\_\_\_ DIRECTOR

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
630.862.2100 FAX: 630.862.2199
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DISC NO.: 904408 FILE NAME: SUBPLAT
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REVISED 08-24-22\A/B REVISED LANDSCAPE EASEMENT PROVISIONS
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