

PROPERTY ADDRESS:

3203 111TH STREET
3207 111TH STREET
3211 111TH STREET
3215 111TH STREET
3219 111TH STREET
3303 111TH STREET
3307 111TH STREET
3311 111TH STREET
3315 111TH STREET
3319 111TH STREET
3223 111TH STREET
NAPERVILLE, IL 60564

P.I.N.

07-01-16-400-004

RETURN TO:

CITY OF NAPERVILLE
CITY CLERK'S OFFICE
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540

**OWNER'S ACKNOWLEDGEMENT & ACCEPTANCE AGREEMENT FOR
THE BELVEDERE SUBDIVISION**

This Owner's Acknowledgement and Acceptance Agreement for The Belvedere Subdivision ("**Agreement**") located at 3203 111th Street, 3207 111th Street, 3211 111th Street, 3215 111th Street, 3219 111th Street, 3303 111th Street, 3307 111th Street, 3311 111th Street, 3315 111th Street, 3319 111th Street, and 3223 111th Street, Naperville, IL 60564, is entered into by and between the City of Naperville, a home rule unit of local government under the Constitution and laws of the State of Illinois ("**City**" or "**City of Naperville**"), with an address of 400 South Eagle Street, Naperville, Illinois 60540, and BC Belvedere, LLC ("**OWNER AND DEVELOPER**"), with offices at 336 Bon Air Center, #351 Greenbrae, CA 94904. The City and the OWNER AND DEVELOPER are together hereinafter referred to as the "**Parties**" and sometimes individually as "**Party**".

RECITALS

A. This Agreement pertains to certain real property located within the corporate limits of the City of Naperville with a common address of 3203 111th Street, 3207 111th Street, 3211 111th Street, 3215 111th Street, 3219 111th Street, 3303 111th Street, 3307 111th Street, 3311 111th Street, 3315 111th Street, 3319 111th Street, and 3223 111th Street, Naperville, IL 60564, having a parcel identification number of 07-01-16-400-004, and is legally described on Exhibit A and depicted on Exhibit B (hereinafter referred as the "SUBJECT PROPERTY"). OWNER AND DEVELOPER is the owner of the SUBJECT PROPERTY.

B. The SUBJECT PROPERTY is subject to the terms and conditions set forth in the following ordinances (“**The Belvedere Subdivision Ordinances**”), approved for the SUBJECT PROPERTY by the Naperville City Council on August 16, 2022:

- Ordinance 22-094 An ordinance authorizing the execution of an Annexation Agreement for the property located at 24254 W. 111th Street (The Belvedere) (“**Annexation Agreement**”); and
- Ordinance 22-095 An ordinance annexing certain property located at 24254 W. 111th Street (The Belvedere); and
- Ordinance 22-096 An ordinance rezoning the property located at 24254 W. 111th Street (The Belvedere) to OCI; and
- Ordinance 22-097 An ordinance approving the Preliminary Plat of Subdivision for The Belvedere; and
- Ordinance 22-098 An ordinance approving a conditional use in the OCI zoning district to allow a multi-family residential development, a conditional use for a PUD, and a preliminary PUD plat for The Belvedere.

C. OWNER AND DEVELOPER has petitioned the City for approval of a Final Plat of Subdivision (“**Final Subdivision Plat**”) and a Final Plat of Planned Unit Development (“**Final Plat of PUD**”) for The Belvedere Subdivision in order to subdivide the SUBJECT PROPERTY and construct 212 multi-family residential units in ten (10) buildings; (eight (8) buildings of 22 units and two (2) buildings of 18 units).

D. By entering into this Agreement, the City is acting pursuant to its home rule authority under the Constitution and laws of the State of Illinois.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. **Recitals Incorporated.** The foregoing Recitals are incorporated herein as though fully set forth in this Section 1.
2. **Ongoing Compliance.** In the development and operation of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall be subject to and shall fulfill all conditions set forth or referenced herein associated with the SUBJECT PROPERTY, including but not limited to: (i) the terms of this Agreement; (ii) the terms of the Annexation Agreement; (iii) the provisions of the Naperville Municipal Code, as amended from time to time; and (iv) all ordinances and resolutions passed or adopted by the Naperville City Council related to the SUBJECT PROPERTY, including but not limited to The Belvedere Subdivision Ordinances.

3. **Terms and Conditions of Annexation Agreement Affirmed.** The Annexation Agreement for the SUBJECT PROPERTY was approved by the Naperville City Council on August 16, 2022 by Ordinance No. 22-094 and recorded with the Will County Recorder on September 23, 2022 (Will County Recording No. R2022-070517). The terms, conditions, and provisions of the Annexation Agreement, including all exhibits thereto, are affirmed by this Agreement, including but not limited to the provisions set forth in Sections S3.0 (Utility Rebates, Special Connection Fees, Special Assessments or Special Service Areas Taxes), S6.0 (Emergency Access), S9.0 (Tree Preservation), and S10.0 (Sidewalks).

3.1 Fees Paid. The City confirms that the OWNER AND DEVELOPER has paid the following fees as noted in the Annexation Agreement: the \$15,179.20 Sidewalk Recapture Fee set forth in S3.1.1, the \$11,420.54 Wastewater Recapture Fee as set forth in S3.1.3, and the \$8,510.70 Fire Department Disconnection Fee to the Plainfield Fire Protection District as set forth in S3.2. [Note: It has been determined by the City that OWNER AND DEVELOPER does not owe any money to the City pursuant to the "Sidewalk True-Up Payment" provisions set forth in Section S3.1.2 of the Annexation Agreement.]

4. **Development of the SUBJECT PROPERTY.** OWNER AND DEVELOPER shall construct all improvements related to the development of the SUBJECT PROPERTY in compliance with Final Site Development Plans for The Belvedere prepared by Cemcon, Ltd., dated September 30, 2022, last revised February 1, 2023 ("**Final Engineering Plans**") at its sole cost unless otherwise provided herein.
5. **School Donation: \$387,784.89** (based on 16 one-bedroom, 96 two-bedroom, and 100 three-bedroom apartment units in the 10 buildings that comprise The Belvedere Subdivision), in accordance with Table A (attached). OWNER and DEVELOPER acknowledges that the required school donation amount (\$387,784.89) 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.

OWNER and DEVELOPER agrees that payment of the school donation amount established herein shall not be paid under protest, or otherwise objected to, and shall be paid prior to recording the Final Subdivision Plat for the SUBJECT PROPERTY. OWNER and DEVELOPER further acknowledges that the school donation established herein will be verified at the time of each building permit issuance. If the number of bedrooms in the eight (8) 22-unit buildings exceeds a mix of 2 one-bedrooms, 12 two-bedrooms and 8 three-bedroom units, and the number of bedrooms in the two (2) 18-unit buildings exceeds a mix of 10 two-bedrooms and 8 three-bedrooms, then the permit applicant shall be charged for

additional bedrooms, in accordance with the school donation table contained in the Naperville Municipal Code in effect at the time the building permit is issued.

6. **Park Donation: \$1,336,921.04** (based on 16 one-bedroom, 96 two-bedroom, and 100 three-bedroom apartment units located in the 10 buildings that comprise The Belvedere Subdivision), in accordance with Table B (attached). OWNER and DEVELOPER acknowledges that the required park donation amount (\$1,336,921.04) 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.

OWNER and DEVELOPER agrees that payment of the park donation amount established herein shall not be paid under protest, or otherwise objected to, and shall be paid prior to recording the Final Subdivision Plat for the SUBJECT PROPERTY. OWNER and DEVELOPER further acknowledges that the park donation established herein will be verified at the time of each building permit issuance. If the number of bedrooms in the 22-unit buildings exceeds a mix of 2 one-bedrooms, 12 two-bedrooms and 8 three-bedroom units and the number of bedrooms in the 18-unit buildings exceeds a mix of 10 two-bedrooms and 8 three-bedrooms, then the permit applicant shall be charged for additional bedrooms, in accordance with the school donation table contained in the Naperville Municipal Code in effect at the time the building permit is issued.

7. **Conservation Covenant Provisions.** OWNER AND DEVELOPER shall maintain a Conservation Covenant ("**Conservation Covenant**") over a portion of the property as depicted on the Final Plat of Subdivision for The Belvedere prepared by Cemcon, Ltd., dated August 18, 2022, last revised January 17, 2023 ("**Final Subdivision Plat**").

7.1 PERMANENT CONSERVATION COVENANTS ("**CONSERVATION COVENANTS**") ARE HEREBY PLACED BY THE PROPERTY OWNER ("**OWNER**") ON THE PROPERTY DEPICTED ON THIS FINAL SUBDIVISION PLAT (THE "**PROPERTY**") ON THE AREA NOTED HEREON AS THE "**CONSERVATION AREA**" FOR THE PURPOSES SET FORTH IN SECTION A BELOW, AND ON THE PROPERTY FOR THE PURPOSE OF ENFORCEMENT AS SET FORTH IN SECTION C BELOW. SAID COVENANTS SHALL RUN WITH SAID LAND IN PERPETUITY AND SHALL BE BINDING UPON OWNER AND OWNER'S HEIRS, ASSIGNS, AND TRANSFEREES.

7.1.1 PURPOSES OF CONSERVATION COVENANTS [SUBJECT ONLY TO THE EXCEPTIONS SET FORTH IN SECTION B]:

- 7.1.1.1 THE CONSERVATION AREA SHALL ACCEPT AND CONDUCT SURFACE WATER DISCHARGES FROM ADJACENT UPSTREAM PROPERTY.
- 7.1.1.2 OWNER SHALL MAINTAIN THE CONSERVATION AREA IN ITS NATURAL, SCENIC AND OPEN CONDITIONS AND IN A CONDITION TO ACCEPT SURFACE WATER DISCHARGES AS NOTED IN A1 ABOVE.
- 7.1.1.3 NO DREDGED OR FILL MATERIAL SHALL BE PLACED UPON THE CONSERVATION AREA.
- 7.1.1.4 NO ROADS, DRIVEWAYS, FENCES, BUILDINGS OR STRUCTURES, INCLUDING BUT NOT LIMITED TO SIGNS, SHALL BE INSTALLED OR CONSTRUCTED WITHIN THE CONSERVATION AREA.
- 7.1.1.5 THERE SHALL BE NO MOWING NOR REMOVAL OR DESTRUCTION OF TREES AND PLANTS WITHIN THE CONSERVATION AREA EXCEPT WHEN NECESSARY TO PROTECT THE NATURAL, SCENIC, OPEN SPACE, OR ECOLOGICAL VALUE OF THE CONSERVATION AREA, EXCEPT WHEN NECESSARY TO CONTROL OR REMOVE INVASIVE SPECIES, AND EXCEPT AS SHOWN ON THE FINAL SITE DEVELOPMENT PLANS AS PREPARED BY CEMCON, LTD DATED SEPTEMBER 30, 2022, LAST REVISED ON JANUARY 13, 2023 AND TREE PRESERVATION PLAN AS PREPARED BY SIGNATURE DESIGN GROUP ON MARCH 22, 2022, LAST REVISED ON SEPTEMBER 28, 2022.
- 7.1.1.6 THERE SHALL BE NO PLOWING OF THE CONSERVATION AREA, NOR SHALL THERE BE ANY MINING, REMOVAL OF TOPSOIL, SAND, ROCK, GRAVEL, MINERALS OR OTHER MATERIAL FROM SAID CONSERVATION AREA EXCEPT TO ENHANCE ITS ECOLOGICAL CHARACTER.
- 7.1.1.7 THERE SHALL BE NO GRAZING OR KEEPING OF LIVESTOCK OR DOMESTIC ANIMALS OF ANY KIND ON SAID CONSERVATION AREA.
- 7.1.1.8 THERE SHALL BE NO OPERATION OF SNOWMOBILES, DUNE BUGGIES, MOTORCYCLES, ALL-TERRAIN VEHICLES OR ANY OTHER TYPES OF MOTORIZED VEHICLES ON SAID CONSERVATION AREA, EXCEPT MOTORIZED LAWN MOWERS AS REQUIRED PER PARAGRAPH 5 ABOVE.
- 7.1.1.9 THERE SHALL BE NO DUMPING, PLACING, DEPOSITING, OR STORING OF ANY TRASH, WASTE, GARBAGE,

VEHICLES (WHETHER BODIES OR PARTS), OR OTHER UNSIGHTLY OR OFFENSIVE MATERIAL, PROVIDED HOWEVER, THAT THE OWNER MAY EMPLOY SOUND CONSERVATION PRACTICES (SUCH AS PRESCRIBED FERTILIZING, BURNING, AND BRUSH CONTROL, AND OTHER GENERALLY ACCEPTED LAND MANAGEMENT PRACTICES) IN ORDER TO RESTORE AND MANAGE THE NATURAL RESOURCES OR OPEN SPACES OF THE CONSERVATION AREA.

7.1.2 EXCEPTIONS TO THE CONSERVATION COVENANTS:

7.1.2.1 THE BRIDGE, BRIDGE ABUTMENTS, AND IMPROVEMENTS DEPICTED ON FINAL SITE DEVELOPMENT PLANS AS PREPARED BY CEMCON, LTD DATED SEPTEMBER 30, 2022, LAST REVISED ON JANUARY 13, 2023 AS APPROVED BY THE CITY SHALL BE ALLOWED ON THE CONSERVATION AREA.

7.1.2.2 THOSE UTILITIES WHICH HAVE UNDERLYING EASEMENT RIGHTS CREATED PURSUANT TO THE FINAL PLAT OF SUBDIVISION MAY BE INSTALLED ON THE CONSERVATION AREA SUBJECT TO APPROVAL OF CITY PERMITS THEREFOR. ADDITIONAL UTILITY EASEMENTS ON THE CONSERVATION AREA MAY BE INSTALLED ONLY WITH THE WRITTEN APPROVAL OF THE CITY ENGINEER OF THE CITY OF NAPERVILLE AND SUBJECT TO ISSUANCE OF APPROPRIATE CITY PERMITS. OWNER SHALL ENSURE PROMPT RESTORATION OF ANY AREA WHERE UTILITIES ARE INSTALLED TO RETURN SAID AREAS TO THE SAME OR SIMILAR CONDITION IT WAS IN PRIOR TO INSTALLATION OF SAID UTILITIES.

7.1.2.3 MOTORIZED VEHICLES WILL BE PERMITTED TO USE THE BRIDGE OVER THE CONSERVATION AREA.

7.1.3 ENFORCEMENT OF THE CONSERVATION COVENANTS.

7.1.3.1 IF OWNER FAILS TO COMPLY WITH THE CONSERVATION COVENANTS DESCRIBED HEREIN AND/OR FAILS TO MAINTAIN THE CONSERVATION AREA AS PROVIDED HEREIN, AS DETERMINED AT THE DISCRETION OF THE CITY ENGINEER OF THE CITY OF NAPERVILLE, THE CITY OF NAPERVILLE (“CITY”) SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE CONSERVATION AREA AND/OR THE PROPERTY WITH ANY NEEDED EQUIPMENT AND PERSONNEL TO PERFORM ANY MAINTENANCE, REPAIR,

CONSTRUCTION, OR RECONSTRUCTION NECESSARY TO RESTORE OR MAINTAIN THE CONSERVATION AREA IN FURTHERANCE OF THE CONSERVATION PURPOSES DESCRIBED IN SECTION A ABOVE, SUBJECT ONLY TO THE EXCEPTIONS DESCRIBED IN SECTION B ABOVE. THE CITY SHALL ATTEMPT TO GIVE OWNER NOT LESS THAN THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ITS INTENTION TO TAKE SUCH ACTION WHICH NOTICE SHALL BE SENT TO THE ADDRESS LISTED ON THE WILL COUNTY TAX BILL FOR THE PROPERTY FOR THE PRIOR TAX YEAR.

OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY IN PERFORMING SUCH WORK AND SHALL MAKE PAYMENT IN FULL TO THE CITY THEREFOR WITHIN SIXTY (60) DAYS OF ISSUANCE OF AN INVOICE THEREFOR BY THE CITY TO THE ADDRESS NOTED ABOVE. IF OWNER FAILS TO REMIT PAYMENT IN FULL WITHIN SAID SIXTY (60) DAY TIMEFRAME, THE CITY MAY TAKE SUCH ACTION AS IT DEEMS APPROPRIATE AT LAW OR IN EQUITY AND SHALL FURTHER HAVE THE RIGHT TO LIEN THE PROPERTY, WHICH LIEN MAY BE FORECLOSED UPON AS A MORTGAGE IN CASE OF DEFAULT AND WHICH LIEN MAY INCLUDE REASONABLE ATTORNEY'S FEES (WHETHER IN-HOUSE OR OUTSIDE COUNSEL) AND ALL COSTS OF COLLECTION, INCLUDING BUT NOT LIMITED TO LITIGATION AND RECORDING COSTS.

THE PROVISIONS OF THESE CONSERVATION COVENANTS SHALL NOT BE AMENDED, MODIFIED, OR ABROGATED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF NAPERVILLE.

THESE CONSERVATION COVENANTS SHALL BE CLEARLY REFERENCED IN ANY COVENANTS, CONDITIONS, DECLARATIONS, AND RESTRICTIONS RECORDED AGAINST THE PROPERTY PLATTED HEREON AND IN ANY DEEDS OR TITLE DOCUMENTATION REQUIRED FOR THE SUBDIVISION OR CONVEYANCE OF ANY OF THE PROPERTY PLATTED HEREON.

8. **Fees Due.** OWNER AND DEVELOPER 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:

- 8.1 **Engineering Review Fee:** \$150 per sheet, plus \$150 per revised sheet. This fee is due prior to issuance of the site permit.
 - 8.2 **Site Permit Fee:** 1.5% of the approved engineer's cost estimate. This fee is due prior to issuance of the site permit.
 - 8.3 **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.
 - 8.4 **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.
9. **Financial Surety.** Financial surety 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 and soil erosion and sedimentation control for the SUBJECT PROPERTY ("Public Improvements"). Financial surety shall be received and approved prior to issuance of a site development permit. 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. Prior to acceptance of the Public Improvements by the City, the OWNER AND DEVELOPER shall provide the City with a maintenance surety for the Public Improvements in a form approved by the City Attorney and in conformity with the Naperville Municipal Code then in effect.

As to any surety, or maintenance surety, provided by the OWNER AND DEVELOPER to the City hereunder, the 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.

- 10. Building Permits.** No building permits shall be issued for the SUBJECT PROPERTY, or any portion thereof, until the Final Subdivision Plat 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.
- 11. General Conditions.**
- 11.1 **Binding Effect.** City and OWNER AND DEVELOPER acknowledge and agree that the terms contained herein shall be binding upon and inure to the benefit of the City and the OWNER AND DEVELOPER and their respective successors, assigns, and transferees, and any subsidiary, affiliate or parent of the OWNER AND DEVELOPER.
- 11.2 **Severability.** It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.
- 11.3 **Amendment.** The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.
- 11.4 **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party.
- 11.5 **Choice of Law and Venue.** This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- 11.6 **Ambiguity.** 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.
- 11.7 **Recordation.** This Agreement will be recorded by the City with the office of the Will County Recorder.
- 11.8 **Term.** This Agreement shall be effective upon the Effective Date set forth in Section 10.13 hereof and shall terminate, without further action by either Party, upon the later of ten (10) years from the Effective Date or issuance of all final certificates of occupancy for the SUBJECT PROPERTY.
- 11.9 **Automatic Expiration.** If the final plat of subdivision for the SUBJECT PROPERTY is not recorded within five (5) years of the date of approval of the ordinance approving the final plat of subdivision and this Agreement by

the City Council, the final plat of subdivision and this Agreement shall automatically lapse and become null and void without further action by the City.

- 11.10 **Survival.** The terms and conditions set forth in the following paragraphs of this Agreement shall survive the expiration or termination of this Agreement: 1 through 10 and 11.1, 11.2, 11.5, 11.6, and 11.10.
- 11.11 **Authority to Execute/OWNER AND DEVELOPER.** The undersigned warrants that he/she is the OWNER AND DEVELOPER of the SUBJECT PROPERTY, or is the duly authorized representative of the OWNER AND DEVELOPER of the SUBJECT PROPERTY in the case of a corporation, partnership, trust, or similar ownership form which owns the SUBJECT PROPERTY and that the undersigned has full power and authority to sign this document and voluntarily agrees to the provisions set forth herein.
- 11.12 **Authority to Execute/City.** The undersigned City Manager warrants that he has been directed to, and has the authority to, execute this Agreement. The undersigned City Clerk warrants that she has been directed to, and has the authority to, attest the signature of the City Manager on this Agreement.
- 11.13 **Effective Date.** The effective date of this Agreement (“**Effective Date**”) shall be the date upon which it is fully executed by both Parties hereto.

/SIGNATURES ON FOLLOWING PAGES/

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST:

By: _____
Pam Gallahue, Ph.D.
City Clerk

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 24254 111th Street, Naperville, IL 60564

ADDRESS TO BE REASSIGNED TO: 3203 111th Street, Naperville, IL 60564
 3207 111th Street, Naperville, IL 60564
 3211 111th Street, Naperville, IL 60564
 3215 111th Street, Naperville, IL 60564
 3219 111th Street, Naperville, IL 60564
 3303 111th Street, Naperville, IL 60564
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 3315 111th Street , Naperville, IL 60564
 3319 111th Street, Naperville, IL 60564
 3223 111th Street, Naperville, IL 60564

PIN: 07-01-16-400-004

**FINAL PLAT OF SUBDIVISION
FOR
THE BELVEDERE**

BEING A PART OF THE SOUTHEAST QUARTER OF
SECTION 16, TOWNSHIP 37 NORTH, RANGE 9 EAST OF
THE THIRD PRINCIPAL MERIDIAN,
IN WILL COUNTY, ILLINOIS.

THIS PLAT WAS SUBMITTED FOR
RECORDING BY AND RETURN TO:
NAME: MAPERVILLE CITY CLERK
ADDRESS: 400 S. EAGLE STREET
MAPERVILLE, IL 60940

SHEET 1 OF 4



VICINITY MAP

**SITE
LOCATION**

TOTAL AREA OF SUBDIVISION
20.173 ACRES
(MORE OR LESS)

PROPERTY INDEX NUMBER
07-01-16-400-004

60 30 0 60
SCALE: 1 INCH = 60 FEET



UNSUBDIVIDED
OWNER: CF TAMARACK ARCIS LLC
PER DOC. R2014088205

LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
- BUILDING LINE (Long Dashed Line)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Line)
- SECTION LINE (Thin Dashed Line)
- EXISTING MAPERVILLE CORPORATE LIMITS
- — SET CONCRETE MONUMENT

NOTES

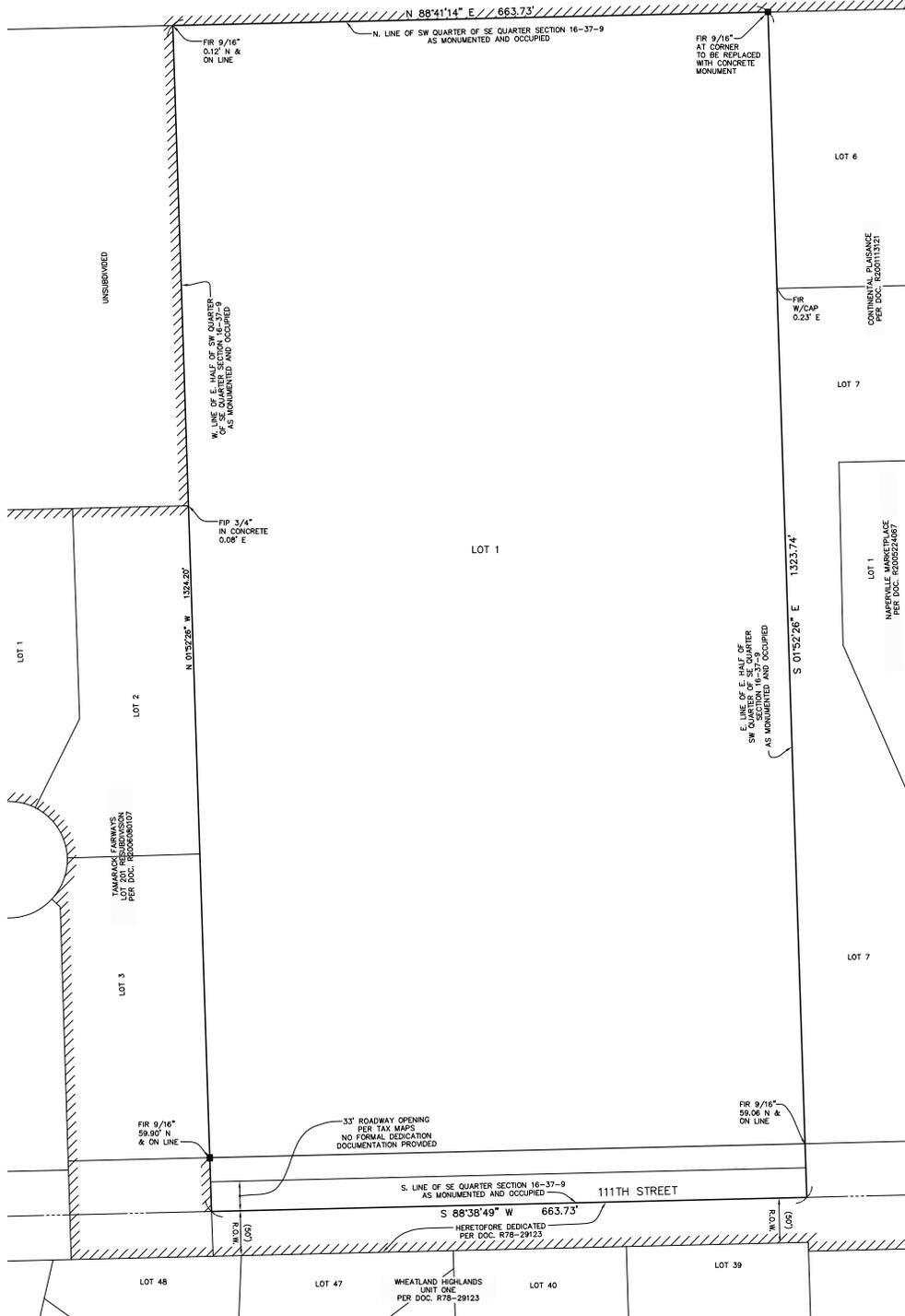
3/4" INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.
ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.
DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED.
ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.
P.U. & D.E.— INDICATES PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.
LOT 1 TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
THE BEARINGS SHOWN ARE BASED UPON EAST LINE BEING S 0°52'28" E (ASSUMED).
F.I.P. = FOUND IRON PIPE (ø AS SHOWN)
F.I.R. = FOUND IRON ROD (ø AS SHOWN)

AREA SUMMARY

LOT 1	838,895 SQ. FT.	(19,258 ACRES)
R.O.W.	239,824 SQ. FT.	(5,394 ACRES)
TOTAL	878,719 SQ. FT.	(20,173 ACRES)

(More or Less)

ALSO INCLUDES:
AREA OF PUBLIC UTILITY & DRAINAGE EASEMENTS: =239,660 SQ. FT.
AREA OF STORMWATER MANAGEMENT EASEMENTS: =107,291 SQ. FT.



NOT FILED CREATED 1/10/2023 BY: TONY BILUS DRAWING PATH: P:\SPRINT\GIS\GARDEN\GARDEN\SUBDIVISION

EXHIBIT B

PREPARED FOR:
BC BELVEDERE, LLC
336 BON AIR CENTER #351
GREENBRAE, CA 94904

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
63052-9875 PH: 630.862.2100 FAX: 630.862.2199
www.cemcon.com

DISC NO.: 904411 FILE NAME: SUBPLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: E15\B-13
COMPLETION DATE: 08-18-22 JOB NO.: 904-411
REVISED 12-08-22/AJB PER CITY COMMENTS DATED 10-25-22
REVISED 01-10-23/AJB PER CITY COMMENTS DATED 12-29-22
REVISED 01-17-23/AJB REVISED CONSERVATION COVENANTS

**THE BELVEDERE FINAL PLAT OF SUBDIVISION
CITY OF MAPERVILLE PROJECT NO. 23-1-100**

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OWNER'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF)
THIS IS TO CERTIFY THAT BC BELVEDERE, LLC IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER, HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.
DATED THIS DAY OF A.D., 20
BY: SIGNATURE ATTEST: SIGNATURE
TITLE: PRINT TITLE TITLE: PRINT TITLE
BC BELVEDERE, LLC
336 BON AIR CENTER
SUITE 351
GREENBRAE, CA 94904

NOTARY CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF)
I, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT,
PRINT NAME TITLE AND
PRINT NAME TITLE
OF SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGING INSTRUMENT, AS SUCH AND RESPECTFULLY,
TITLE TITLE
APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL,
THIS DAY OF A.D., 20
NOTARY PUBLIC SIGNATURE
PRINT NAME
MY COMMISSION EXPIRES ON MONTH DATE 20

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.
RECORDER OF DEEDS

WILL COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL)
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

WILL COUNTY TAX MAPPING DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL)
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

LAND SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, #035-003483, HEREBY STATE THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN 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 ICS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED.
BASED UPON A REVIEW OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP PANEL 17197C0037G WITH AN EFFECTIVE DATE OF FEBRUARY 15, 2019, IT IS OUR OPINION THAT THE PROPERTY DESCRIBED ABOVE IS IN ZONE X AND A ZONE AE AS DESIGNATED AND DEFINED BY FEMA.
GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS
THIS DAY OF A.D., 20
JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3843
MY REGISTRATION EXPIRES ON NOVEMBER 30, A.D., 2024
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRES ON APRIL 30, 2023

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF CALIFORNIA)
COUNTY OF)
THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:
1. THAT BC BELVEDERE, LLC 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 #204
780 SHORELINE DRIVE
AURORA, IL 60504
OWNER NAME:
BY: SIGNATURE ATTEST: SIGNATURE
TITLE: PRINT TITLE TITLE: PRINT TITLE
ITS: ITS:
SUBSCRIBED AND SWORN BEFORE ME THIS DAY OF A.D., 20
NOTARY PUBLIC

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS, AT A MEETING HELD
THE DAY OF A.D., 20
BY: MAYOR ATTEST: CITY CLERK
CITY TREASURER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE)
I, TREASURER FOR THE CITY OF NAPERVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.
DATED AT NAPERVILLE, ILLINOIS, THIS DAY OF A.D., 20
CITY TREASURER / DIRECTOR, FINANCE DEPARTMENT

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 ("EASEMENTS") ON THE PLAT FOR THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, MAINTAIN, MANTAIN AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNA TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.
THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT TOUCH OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS, WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE CITY OF NAPERVILLE 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 AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON, OVER, ALONG AND ACROSS THE PROPERTY DESCRIBED HEREIN FOR THE LIMITED PURPOSE OF READING, EXAMINING, INSPECTING, INSTALLING, OPERATING, MAINTAINING EXISTING, 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.

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE 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., 2022.
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
STATE REGISTRATION NUMBER
REGISTRATION EXPIRATION DATE
OWNER COMPANY NAME:
BY: PRINT
TITLE: SIGNATURE
PRINT TITLE

STORMWATER MANAGEMENT EASEMENT AND COVENANT PROVISIONS LOT 1

THE OWNER, OR THE PROPERTY OWNER'S ASSOCIATION (POA) IN THE CASES WHERE MULTIPLE OWNERS ARE INVOLVED, SHALL HAVE FULL RESPONSIBILITY FOR MAINTENANCE OF THE STORMWATER MANAGEMENT DETENTION/RETENTION AREAS ON LOT 1.
THE OWNER, OR THE POA, SHALL HAVE THE PERPETUAL DUTY AND OBLIGATION TO PERFORM OR HAVE PERFORMED ALL MAINTENANCE ON SAID LOT 1 AND ALL MAINTENANCE OF THE STORMWATER MANAGEMENT DETENTION/RETENTION AREAS SO THAT THEY FUNCTION AS HYDRAULICALLY AND HYDROLOGICALLY PLANNED IN ACCORDANCE WITH ALL APPLICABLE STATUTES, ORDINANCES, AND RULES AND REGULATIONS.
NEITHER THE OWNER, THE POA, NOR ANY OF THEIR AGENTS OR CONTRACTORS SHALL DESTROY OR MODIFY THE GRADES OR SLOPES WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER OF THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON LOT 1.
THE POA MAY ASSESS ITS MEMBERS ON A YEARLY BASIS FOR A PRORATED SHARE OF THE COST TO MAINTAIN THE STORMWATER MANAGEMENT DETENTION /RETENTION AREAS ON LOT 1.
PERPETUAL PUBLIC STORMWATER AND DRAINAGE EASEMENTS ARE HEREBY GRANTED TO THE CITY OF NAPERVILLE, ITS AGENTS, SUCCESSORS AND ASSIGNS, OR ANY OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES, OVER, ON, ACROSS AND UNDER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT OR (S.M.E.) ON THE PLAT FOR THE RIGHT, PRIVILEGE, AND AUTHORITY FOR THE PURPOSES OF:
1. SURVEYING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, INSPECTING, MAINTAINING, AND OPERATING ALL STORMWATER MANAGEMENT FACILITIES, STRUCTURES, GRADES, AND SLOPES ON LOT 1.
2. ENTERING ON TO LOT 1 OR ANY ADJOINING LOT TO PERFORM THE WORK SPECIFIED IN PARAGRAPH 1 TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE REQUIRED WORK.
3. CUTTING DOWN, TRIMMING, OR REMOVING TREES, SHRUBS, PLANTS, MULCH, LANDSCAPING STRUCTURES, RETAINING WALLS OR ANY OTHER MATERIALS ON LOT 1 WHICH INTERFERE WITH THE OPERATIONS OF THE STORMWATER FUNCTIONS.
NO PERMANENT BUILDINGS, OR UTILITY FACILITIES SHALL BE CONSTRUCTED ON LOT 1 BY THE OWNER, OR THE OWNER'S SUCCESSORS, OR ANY OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON LOT 1 AS REQUIRED, BUT THEY MAY BE USED FOR OTHER PURPOSES THAT DO NOT NOW OR LATER INTERFERE OR CONFLICT WITH THE AFORESAID USES OR RIGHTS OR IN ANY WAY AFFECT OR OBSTRUCT THE STORAGE OR FREE FLOW OF STORMWATER ON AND OVER SAID LOT 1.
IF EITHER THE OWNER OR POA FAILS TO MAINTAIN THE STORMWATER DETENTION/RETENTION FACILITIES ON LOT 1 AS REQUIRED, THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON LOT 1 SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PROPERTY TO PERFORM MAINTENANCE, REPAIR, CONSTRUCTION, OR RECONSTRUCTION NECESSARY TO MAINTAIN STORMWATER STORAGE OR FLOW ON LOT 1.
THE OWNER OF THE LOT CREATED BY THE FINAL PLAT OF SUBDIVISION, OR THEIR HEIRS, LEGATEES, ASSIGNS, OR SUCCESSORS IN INTEREST, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL COSTS INCURRED BY THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON LOT 1 IN PERFORMING SUCH WORK, PLUS AN ADDITIONAL TWENTY (20%) PERCENT AND ANY REASONABLE ATTORNEY'S FEES, INCLUDING THE COSTS OF IN-HOUSE COUNSEL, CONNECTED WITH THE COLLECTION OF SUCH COSTS.
THE ACTUAL COSTS OF THE CITY, OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION, TO PERFORM ANY NECESSARY WORK, AS DETERMINED BY THE CITY, OR SUCH OTHER GOVERNMENTAL ENTITY, PLUS TWENTY (20%) PERCENT AND ALL ATTORNEY'S FEES, SHALL CONSTITUTE A LIEN AGAINST THE INDIVIDUAL LOTS, WHICH LIEN MAY BE FORECLOSED BY AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION BY OR ON BEHALF OF THE CITY OR SUCH OTHER GOVERNMENTAL ENTITY.
THE PROVISIONS OF THESE COVENANTS AND DECLARATIONS RELATING TO STORMWATER OBLIGATIONS SHALL NOT BE AMENDED, MODIFIED, OR ABROGATED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON LOT 1.
ALL OF THE ABOVE-STATED OBLIGATIONS SHALL ALSO BE CLEARLY REFERENCED IN ANY COVENANTS, CONDITIONS, DECLARATIONS, AND RESTRICTIONS RECORDED AGAINST ANY OF THE LOTS CREATED BY THIS FINAL PLAT OF SUBDIVISION, INCLUDING THE DEEDS OR TITLE DOCUMENTATION REQUIRED FOR THE CONVEYANCE OF ANY OF SUCH INDIVIDUAL LOTS OR UNITS.

CONSERVATION COVENANTS

PERMANENT CONSERVATION COVENANTS ("CONSERVATION COVENANTS") ARE HEREBY PLACED BY THE PROPERTY OWNER ("OWNER") ON THE PROPERTY DEPICTED ON THIS PLAT FOR THE PURPOSES SET FORTH IN SECTION A BELOW, AND THE CITY OF NAPERVILLE, ILLINOIS ("CITY") HEREBY ACCEPTS AND AGREES TO ENFORCE THE CONSERVATION AREA FOR THE PURPOSES SET FORTH IN SECTION A BELOW, AND THE CITY OF NAPERVILLE, ILLINOIS ("CITY") HEREBY ACCEPTS AND AGREES TO ENFORCE THE CONSERVATION AREA FOR THE PURPOSES SET FORTH IN SECTION A BELOW, AND THE CITY OF NAPERVILLE, ILLINOIS ("CITY") HEREBY ACCEPTS AND AGREES TO ENFORCE THE CONSERVATION AREA FOR THE PURPOSES SET FORTH IN SECTION A BELOW.
A. PURPOSES OF CONSERVATION COVENANTS [SUBJECT ONLY TO THE EXCEPTIONS SET FORTH IN SECTION B]:
1. THE CONSERVATION AREA SHALL ACCEPT AND CONDUCT SURFACE WATER DISCHARGES FROM ADJACENT UPSTREAM PROPERTY.
2. OWNER SHALL MAINTAIN THE CONSERVATION AREA IN ITS NATURAL, SCENIC AND OPEN CONDITIONS AND IN A CONDITION TO ACCEPT SURFACE WATER DISCHARGES AS NOTED IN A1 ABOVE.
3. NO DREGED OR FILL MATERIAL SHALL BE PLACED UPON THE CONSERVATION AREA.
4. ALL ROADS, DRIVEWAYS, FENCES, BARRIERS OR STRUCTURES LOCATED BUT NOT LIMITED TO SIGNS, SHALL BE INSTALLED OR CONSTRUCTED WITHIN THE CONSERVATION AREA.
5. THERE SHALL BE NO MOWING NOR REMOVAL OR DESTRUCTION OF TREES AND PLANTS WITHIN THE CONSERVATION AREA, EXCEPT WHEN NECESSARY TO PROTECT THE NATURAL, SCENIC, OPEN SPACE, OR ECOLOGICAL VALUE OF THE CONSERVATION AREA, AND EXCEPT WHEN NECESSARY TO IMPLEMENT OR ENFORCE THE CONSERVATION AREA. ADDITIONAL UTILITY EASEMENTS ON THE CONSERVATION AREA SHALL BE INSTALLED ONLY WITH THE WRITTEN APPROVAL OF THE CITY ENGINEER OF THE CITY OF NAPERVILLE AND SUBJECT TO ISSUANCE OF NECESSARY CITY PERMITS. OWNER SHALL ENSURE PROMPT RESTORATION OF ANY AREA WHERE UTILITIES ARE INSTALLED TO RETURN SAID AREAS TO THE SAME OR SIMILAR CONDITION IT WAS IN PRIOR TO INSTALLATION OF SAID UTILITIES.
6. THERE SHALL BE NO FLOWING OF THE CONSERVATION AREA, NOR SHALL THERE BE ANY MINING, REMOVAL OF TOPSOIL, SAND, ROCK, GRAVEL, MANURE OR OTHER MATERIAL FROM SAID CONSERVATION AREA TO ENHANCE ITS ECOLOGICAL CHARACTER.
7. THERE SHALL BE NO GRAZING OR KEEPING OF LIVESTOCK OR DOMESTIC ANIMALS OF ANY KIND ON SAID CONSERVATION AREA.
8. THERE SHALL BE NO OPERATION OF SNOWMOBILES, DUNE BUGGIES, MOTORCYCLES, ALL-TERRAIN VEHICLES OR ANY OTHER TYPES OF MOTORIZED VEHICLES ON SAID CONSERVATION AREA, EXCEPT MOTORIZED LAWN MOWERS AS REQUIRED PER PARAGRAPH 5 ABOVE.
9. THERE SHALL BE NO DUMPING, PLACING, DEPOSITING, OR STORING OF ANY TRASH, WASTE, GARBAGE, VEHICLES (WHETHER BODIES OR PARTS), OR OTHER UNSIGHTLY OR OFFENSIVE MATERIAL, PROVIDED HOWEVER, THAT THE OWNER MAY EMPLOY SOUND CONSERVATION PRACTICES SUCH AS PRECISION FERTILIZING, BURNING, AND BRUSH CONTROL, AND OTHER GENERALLY ACCEPTED LAND MANAGEMENT PRACTICES IN ORDER TO RESTORE AND MANAGE THE NATURAL RESOURCES OR OPEN SPACES OF THE CONSERVATION AREA.
B. EXCEPTIONS TO THE CONSERVATION COVENANTS:
1. THE BRIDGE, BRIDGE ABUTMENTS, AND IMPROVEMENTS DEPICTED ON FINAL SITE DEVELOPMENT PLANS AS PREPARED BY CEMCON, LTD DATED SEPTEMBER 30, 2022, LAST REVISED ON JANUARY 13, 2023 AS APPROVED BY THE CITY SHALL BE ALLOWED ON THE CONSERVATION AREA.
2. THOSE UTILITIES WHICH HAVE UNDERLYING EASEMENT RIGHTS CREATED PURSUANT TO THE FINAL PLAT OF SUBDIVISION MAY BE INSTALLED ON THE CONSERVATION AREA SUBJECT TO APPROVAL OF CITY PERMITS THEREOF. ADDITIONAL UTILITY EASEMENTS ON THE CONSERVATION AREA SHALL BE INSTALLED ONLY WITH THE WRITTEN APPROVAL OF THE CITY ENGINEER OF THE CITY OF NAPERVILLE AND SUBJECT TO ISSUANCE OF NECESSARY CITY PERMITS. OWNER SHALL ENSURE PROMPT RESTORATION OF ANY AREA WHERE UTILITIES ARE INSTALLED TO RETURN SAID AREAS TO THE SAME OR SIMILAR CONDITION IT WAS IN PRIOR TO INSTALLATION OF SAID UTILITIES.
3. MOTORIZED VEHICLES WILL BE PERMITTED TO USE THE BRIDGE OVER THE CONSERVATION AREA.
C. ENFORCEMENT OF THE CONSERVATION COVENANTS.
IF OWNER FAILS TO COMPLY WITH THE CONSERVATION COVENANTS DESCRIBED HEREIN AND/OR FAILS TO MAINTAIN THE CONSERVATION AREA AS PROVIDED HEREIN, AS DETERMINED AT THE DISCRETION OF THE CITY ENGINEER OF THE CITY OF NAPERVILLE, THE CITY OF NAPERVILLE ("CITY") SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE CONSERVATION AREA AND/OR THE PROPERTY WITH NECESSARY EQUIPMENT AND PERSONNEL TO PERFORM ANY REPAIRS, RECONSTRUCTION, OR RECONSTRUCTION NECESSARY TO RESTORE OR MAINTAIN THE CONSERVATION AREA IN FURTHERANCE OF THE CONSERVATION PURPOSES DESCRIBED IN SECTION A ABOVE, SUBJECT ONLY TO THE EXCEPTIONS DESCRIBED IN SECTION B ABOVE. THE CITY SHALL ATTEMPT TO GIVE OWNER NOT LESS THAN THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ITS INTENTION TO TAKE SUCH ACTION WHICH NOTICE SHALL BE SENT TO THE ADDRESS LISTED ON THE WILL COUNTY TAX BILL FOR THE PROPERTY FOR THE PRIOR TAX YEAR.
OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY IN PERFORMING SUCH WORK AND SHALL MAKE PAYMENT IN FULL TO THE CITY THEREFOR WITHIN SIXTY (60) DAYS OF ISSUANCE OF AN INVOICE THEREOF BY THE CITY TO THE ADDRESS NOTED ABOVE. IF OWNER FAILS TO REMIT PAYMENT IN FULL WITHIN SAID SIXTY (60) DAY TIMEFRAME, THE CITY MAY TAKE SUCH ACTION AS IS DEEMED APPROPRIATE AT LAW OR IN EQUITY AND SHALL FURTHER HAVE THE RIGHT TO LIEB THE PROPERTY, WHICH LIEN MAY BE FORECLOSED UPON AS A MORTGAGE IN CASE OF DEFAULT. SUCH LIEN MAY INCLUDE REASONABLE ATTORNEY'S FEES (WHETHER IN-HOUSE OR OUTSIDE COUNSEL) AND ALL COSTS OF COLLECTION, INCLUDING BUT NOT LIMITED TO LITIGATION AND RECORDING COSTS.
THE PROVISIONS OF THESE CONSERVATION COVENANTS SHALL NOT BE AMENDED, MODIFIED, OR ABROGATED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF NAPERVILLE.
THESE CONSERVATION COVENANTS SHALL ALSO BE CLEARLY REFERENCED IN ANY COVENANTS, CONDITIONS, DECLARATIONS, AND RESTRICTIONS RECORDED AGAINST THE PROPERTY PLATTED HEREON AND IN ANY DEEDS OR TITLE DOCUMENTATION REQUIRED FOR THE SUBDIVISION OR CONVEYANCE OF ANY OF THE PROPERTY PLATTED HEREON.

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DSSC NO.: 004411 FILE NAME: SUBPLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: E1518-13
COMPLETION DATE: 08-18-22 JOB NO.: 904411
REVISED 12-08-22/AJB PER CITY COMMENTS DATED 10-25-22
REVISED 01-10-23/AJB PER CITY COMMENTS DATED 12-29-22
REVISED 01-17-23/AJB REVISED CONSERVATION COVENANTS
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EXHIBIT B

NOTICE: THIS DOCUMENT IS UNOFFICIAL. IT IS NOT A SUBSTITUTE FOR THE ORIGINAL DOCUMENT. IT IS NOT A SUBSTITUTE FOR THE ORIGINAL DOCUMENT. IT IS NOT A SUBSTITUTE FOR THE ORIGINAL DOCUMENT.

School Donation Worksheet

Name of Subdivision The Belvedere Subdivision

School Donation = Land **1.2183** Cash **\$387,784.89** = Total Land x \$318,300.00
 =Round (((Total Elementary Pop. x 0.0231) + (Total Jr. High Pop. x 0.0208) + (Total High School Pop x 0.0267)),4)

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	0.183	0.000	0.085	0.000	0.091	0.000	1.856	0.000	2.335	0.000
3-bedroom	0.268	0.000	0.206	0.000	0.123	0.000	0.165	0.000	1.913	0.000	2.675	0.000
4-bedroom	0.371	0.000	0.362	0.000	0.212	0.000	0.277	0.000	1.985	0.000	3.207	0.000
5-bedroom	0.386	0.000	0.448	0.000	0.241	0.000	0.250	0.000	2.191	0.000	3.516	0.000
Attached Single-Family												
1-Bedroom										0.000	0.000	0.000
2-Bedroom	0.206	0.000	0.124	0.000	0.057	0.000	0.076	0.000	1.318	0.000	1.781	0.000
3-Bedroom	0.214	0.000	0.208	0.000	0.111	0.000	0.130	0.000	1.966	0.000	2.629	0.000
4-Bedroom	0.183	0.000	0.228	0.000	0.172	0.000	0.172	0.000	2.102	0.000	2.857	0.000
Apartments												
Efficiency									1.400	0.000	1.400	0.000
16 1-Bedroom	0.058	0.928	0.031	0.496	0.018	0.288	0.016	0.256	1.653	26.448	1.776	28.416
96 2-Bedroom	0.129	12.384	0.074	7.104	0.048	4.608	0.073	7.008	1.744	167.424	2.068	198.528
100 3-Bedroom	0.199	19.900	0.164	16.400	0.073	7.300	0.081	8.100	2.005	200.500	2.522	252.200
People Produced	33.212		24.000		12.196		15.364		394.372		479.144	

of Students Generated = 51.560

Park Donation Work Sheet

Name of Subdivision The Belvedere

Park Donation = **Land** 4.1314 **Cash** \$1,336,921.04 = Land Donation x \$323,600.00
 =Round((Total People Produced x 0.0086),4)

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	0.327	0.000	0.102	0.000	0.118	0.000	1.779	0.000	2.453	0.000
3-bedroom	0.244	0.000	0.440	0.000	0.179	0.000	0.177	0.000	1.892	0.000	2.930	0.000
4-bedroom	0.348	0.000	0.522	0.000	0.235	0.000	0.265	0.000	2.116	0.000	3.486	0.000
5-bedroom	0.333	0.000	0.533	0.000	0.262	0.000	0.279	0.000	2.344	0.000	3.750	0.000
Attached Single-Family												
1-Bedroom										0.000		0.000
2-Bedroom	0.072	0.000	0.091	0.000	0.044	0.000	0.080	0.000	1.610	0.000	1.897	0.000
3-Bedroom	0.157	0.000	0.178	0.000	0.060	0.000	0.113	0.000	1.746	0.000	2.253	0.000
4-Bedroom	0.217	0.000	0.358	0.000	0.154	0.000	0.198	0.000	2.127	0.000	3.053	0.000
Apartments												
Efficiency									1.210	0.000	1.210	0.000
16 1-Bedroom	0.015	0.240	0.033	0.528	0.013	0.208	0.013	0.208	1.691	27.056	1.764	28.224
96 2-Bedroom	0.037	3.552	0.063	6.048	0.028	2.688	0.030	2.880	1.748	167.808	1.906	182.976
100 3-Bedroom	0.037	3.700	0.152	15.200	0.091	9.100	0.083	8.300	2.330	233.000	2.692	269.200
People Produced	7.492		21.776		11.996		11.388		427.864		480.400	

TABLE B