

Created: 4/27/2023  
Last revised: 6/30/2023

**PROPERTY ADDRESS:  
25W462 75<sup>th</sup> STREET  
NAPERVILLE, IL 60565**

**P.I.N.  
08-29-104-014**

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

**ANNEXATION AGREEMENT  
FOR FOREST MEADOWS APARTMENTS**

THIS ANNEXATION AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (*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 GREENE VALLEY 75, LLC with offices at 8S330 College Road, Naperville, IL 60540 (hereinafter referred to as the “**OWNER AND DEVELOPER**”).

**RECITALS**

1. **WHEREAS**, the OWNER AND DEVELOPER is the owner of record of approximately 1.53 acres of real property described in **EXHIBIT A** and depicted on **EXHIBIT B**, which property is contiguous to the CITY and not within the corporate limits of any municipality (hereinafter referred to as the “**SUBJECT PROPERTY**”); and

2. **WHEREAS**, a single-family structure currently exists on the SUBJECT PROPERTY;  
and

3. **WHEREAS**, the OWNER AND DEVELOPER plans to develop the SUBJECT PROPERTY as a thirty-eight (38) unit multi-family rental apartment complex to be known as the Forest Meadows Apartments; said apartments will be located within a single structure; and

4. **WHEREAS**, the OWNER AND DEVELOPER has signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk for the SUBJECT PROPERTY which territory is situated in the unincorporated area of the County of DuPage, Illinois, and is presently contiguous to the CITY; and

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

6. **WHEREAS**, the CITY'S corporate authorities have considered the annexation of the SUBJECT PROPERTY and have determined the Petition for Annexation and Zoning to be in order; and

7. **WHEREAS**, the OWNER AND DEVELOPER proposes that the SUBJECT PROPERTY be developed pursuant to the zoning classification(s) specified in the CITY'S Zoning Ordinance, and the terms and conditions set forth herein; and

8. **WHEREAS**, in addition to the matters specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the OCI (Office, Commercial, and Institutional) District of the CITY'S Zoning Ordinance, as amended from time to time, and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents, will promote the CITY'S sound planning and development, and will otherwise enhance and promote the general welfare of the CITY'S residents; and

9. **WHEREAS**, the OWNER AND DEVELOPER is seeking a conditional use to allow for a thirty-eight (38) unit multi-family development in the OCI Zoning District; and

10. **WHEREAS**, the CITY and the OWNER AND DEVELOPER have determined that the development of the SUBJECT PROPERTY should proceed as conveniently as possible and be subject to the ordinances, codes, and regulations of the CITY, now in force and effect and as amended from time to time, unless specifically amended as part of the special terms and conditions contained in this Agreement.

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

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

**G1.0 RECITALS.**

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

**G2.0 ANNEXATION AND ZONING.**

G2.1 The SUBJECT PROPERTY shall be zoned as set forth in the Recitals and in the Special Conditions below.

G2.2 If this Agreement and the Ordinance approving this Agreement, and those ordinances pertaining to the SUBJECT PROPERTY which were approved by the CITY concurrently with this Agreement, are not recorded with the Office of the Recorder in the county in which the SUBJECT PROPERTY is located within the timeframe set forth in said Ordinance and ordinances, said Ordinance and ordinances, and all exhibits thereto, including but not limited to this Agreement, shall be automatically null and void without further action being taken by the City. OWNER AND DEVELOPER shall defend, indemnify, and hold the CITY and its officers, agents, and employees harmless for any error or omission in recording or for failure to timely record.

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

**G3.0 ANNEXATION FEES.**

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

**G4.0 PARK DISTRICT ANNEXATION.**

G4.1 The OWNER AND DEVELOPER have filed concurrently herewith a petition executed by OWNER AND DEVELOPER to annex the SUBJECT PROPERTY to the

Naperville Park District. Said petition is conditional and not effective until annexation of the SUBJECT PROPERTY to the City of Naperville.

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

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

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

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

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

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

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

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

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

G8.2 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S water supply and distribution system and sanitary sewer collection system, and shall supply water and collection facilities thereto to the same extent as may be supplied to other structures and areas within the CITY.

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

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

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

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

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

**G10.0 UTILITY OVERSIZING.**

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

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

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

For non-residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct a twelve (12”) inch line and the cost to construct the oversized line.

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

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

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

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

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

**G12.0 ELECTRICAL UTILITY SERVICE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**G20.0 CONTINUING RESPONSIBILITY.**

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

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

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

**G21.0 SEVERABILITY.**

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

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

**G22.0 NOTICES.**

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

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

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

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

**G24.0 FORCE MAJEURE.**

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

pandemics, systemic supply-chain interruptions, fire, flood, storm, earthquake, tornado or any act of God (“Events of Force Majeure”).

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

**G25.0 ENFORCEABILITY.**

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

**G26.0 CHALLENGE TO ANNEXATION.**

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

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

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

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

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

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

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

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

**G30.0 ENTIRE AGREEMENT.**

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

**G31.0 AUTHORIZATIONS.**

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

**G32.0 SURETY.**

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

**G33.0 ACCEPTANCE OF PUBLIC IMPROVEMENTS.**

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

**G34.0 EXHIBITS INCORPORATED.**

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

**G35.0 AMBIGUITY.**

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

**G36.0 RECAPTURE AGREEMENTS.**

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

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

**G37.0 JOINT LIABILITY.**

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

**G38.0 DESIGNEES INCLUDED.**

G38.1 Whenever the title of a position of a City employee or official is used in this Agreement relative to an action being taken or an approval being given (e.g. Zoning Administrator, City Engineer, Director of Department of Public Utilities), the individual's designee shall be automatically be included therein.

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

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

**S1.0 ANNEXATION AND ZONING.**

S1.1 The Zoning Classification for the SUBJECT PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code, as may be amended from time to time, shall be OCI [Office, Commercial, and Institutional] District with a conditional use for a thirty-eight (38) unit multi-family residential development.

S1.2 A plat of annexation prepared by CEMCON, Ltd., dated 1/12/2023, last revised 4/13/2023, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT B**.

**S2.0 ANNEXATION FEES.**

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

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

S3.1 There are currently no Utility Rebates, Special Connection Fees, Recapture Fees, Special Assessments, or Special Service Area Taxes applicable to the SUBJECT PROPERTY.



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

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

**IF TO THE CITY:**

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

**WITH COPIES TO:**

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

**IF TO THE OWNER AND DEVELOPER:**

Green Valley 75, LLC  
Sal & Nazneen Razi  
8S330 College Road  
Naperville, IL 60540  
Email Address: [sraz1@gmail.com](mailto:sraz1@gmail.com)

**WITH COPIES TO:**

Rosanova & Whitaker, Ltd.  
Attn: Michael Van Poucke  
127 Aurora Avenue  
Naperville, IL 60540  
Email Address: [mikevp@rw-attorneys.com](mailto:mikevp@rw-attorneys.com)

If after September 1, 2023, to:

Rosanova & Whitaker, Ltd.  
Attn: Michael Van Poucke  
445 W. Jackson Avenue  
Naperville, IL 60540  
Email Address: [mikevp@rw-attorneys.com](mailto:mikevp@rw-attorneys.com)

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

S5.1 The provisions of Section G14.0 this Agreement notwithstanding, any amendments to the CITY'S Building, Fire, or Life Safety Codes or regulations approved and

enacted after the EFFECTIVE DATE of this Agreement shall be applicable to the SUBJECT PROPERTY without exception.

**S6.0 EMERGENCY ACCESS.**

S6.1 OWNER AND DEVELOPER agrees to construct, at OWNER AND DEVELOPER'S cost, two points of access for emergency vehicles when construction begins; said accesses will be maintained until the roadways are completed. Said emergency access shall consist of a hard surface with binder course and a minimum structural number of 2.36.

S6.2 OWNER AND DEVELOPER has entered into a Reciprocal Cross Access Easement Agreement with the Islamic Center of Naperville ("ICN") in order to provide emergency ingress and egress to and from the SUBJECT PROPERTY and to provide emergency ingress and egress to and from the ICN property. Said Reciprocal Cross Access Easement Agreement shall be recorded with the DuPage County Recorder and shall not be modified or terminated without the prior written consent of the City. This provision shall survive the termination or expiration of this Agreement.

**S7.0 SCHOOL AND PARK DONATIONS.**

S7.1 The SUBJECT PROPERTY is currently improved with a single-family structure.

S7.2 OWNER AND DEVELOPER shall receive a school donation credit and a park donation credit for one five-bedroom single-family residence.

S7.3 School Donation: OWNER AND DEVELOPER acknowledges that the required school donation amount twenty-six thousand, five hundred forty-six dollars and twenty-two cents (\$26,546.22) is calculated based on Section 7-3-5 of the Naperville Municipal Code for thirty-two (32) two-bedroom apartments, six (6) one-bedroom apartments, with a credit of seven thousand, nine hundred fifty-seven dollars and fifty cents (\$7,957.50) granted for the existing, five-bedroom detached single-family structure, which amount shall be paid prior to issuance of a site permit for the SUBJECT PROPERTY.

S7.4 Park Donation: OWNER AND DEVELOPER acknowledges that the required park donation amount one hundred eighty-eight thousand, seven hundred fifty-five dollars and eighty-eight cents (\$188,755.88) is calculated based on section 7-3-5 of the Naperville Municipal Code for thirty-two (32) two-bedroom apartments, six (6) one-bedroom apartments, and a credit of ten thousand, four hundred fifty-two dollars and twenty-eight cents (\$10,452.28)

granted for the existing, five-bedroom detached single-family house, which amount shall be paid prior to issuance of a site permit for the SUBJECT PROPERTY.

S7.5 OWNER AND DEVELOPER agrees that payment of the school and park donation amounts established herein shall not be paid under protest, or otherwise objected to, and shall be paid prior to the issuance of a site permit for the SUBJECT PROPERTY. OWNER AND DEVELOPER further acknowledges that the school and park donation established in Section 7.3 and Section 7.4 above will be verified at the time of building permit issuance, and if the number of bedrooms in the apartment complex exceeds seventy (70) bedrooms, then the OWNER AND DEVELOPER shall be charged for additional bedrooms, in accordance with the school and park donation table contained in Section 7-3-5 of the Naperville Municipal Code in effect at the time the building permit is issued.

S7.6 The provisions set forth in this Section 7, and each subpart hereof, shall survive the expiration or termination of this Agreement.

**S8.0 SIDEWALKS.**

S8.1 The OWNER AND DEVELOPER agrees to install public sidewalk, at the OWNER AND DEVELOPER'S sole cost, across the frontage of the SUBJECT PROPERTY along 75<sup>th</sup> Street prior to issuance of any final occupancy permit or three (3) years after annexation of the SUBJECT PROPERTY or whichever is sooner. An extension of this timeframe may be granted in writing at the discretion of the City Engineer. This provision shall survive the expiration or termination of this Agreement.

**S9.0 PARK DISTRICT ANNEXATION.**

S9.1 Notwithstanding the provisions of Section G4.0, the SUBJECT PROPERTY is currently within the boundary of the Naperville Park District; annexation to the Park District is not required.

**S10.0 CAPPING OF THE EXISTING WELL.**

10.1 OWNER AND DEVELOPER agrees that before connecting to the CITY'S water distribution system, the existing well on the SUBJECT PROPERTY shall be permanently capped and shall not be used for any purpose at any time. OWNER AND DEVELOPER shall provide evidence demonstrating that the well on the SUBJECT PROPERTY has been capped and permanently abandoned according to law, including but not limited to DuPage County Health Department regulations as found in Chapter 18 Article IV of the DuPage County Code of

Ordinances and in accordance with Title 77, Part 920, Section 920.120 “Abandoned Wells” of the General Assembly of Illinois’ Administrative Code, as the forgoing may be amended from time to time. OWNER AND DEVELOPER shall provide said evidence to the satisfaction of the CITY’s Department of Utilities-Water/Wastewater within ten (10) days of such closure.

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

The provisions of this Section 10.1 shall survive the expiration or termination of this Agreement.

**S11.0 TERMINATION OF THE EXISTING SEPTIC.**

11.1 OWNER AND DEVELOPER agrees that before connecting to the CITY’S sanitary sewer collection system, the existing septic system on the SUBJECT PROPERTY shall be terminated per DuPage County Health Department regulations as found in Chapter 18 Article III of the DuPage County Code of Ordinances and in accordance with Title 77, Part 905, Section 905.4 “Septic Tanks” of the General Assembly of Illinois’ Administrative Code. OWNER AND DEVELOPER shall provide evidence and documentation that the septic system on the SUBJECT PROPERTY has been terminated and permanently abandoned per the regulations of the DuPage County Health Department and the Illinois Department of Public Health as the forgoing may be amended from time to time. OWNER AND DEVELOPER shall provide said evidence to the satisfaction of the CITY’s Department of Utilities-Water/Wastewater within ten (10) days of such termination. Failure to comply with these requirements shall entitle the CITY to deny issuance of future building permits for the SUBJECT PROPERTY. In addition, the City may take such other actions as it deems appropriate, including but not limited to filing ordinance violations against the OWNER AND DEVELOPER and their grantees, successors in interest, assignees, heirs, executors, or lessees. The provisions of this Section 11.1 shall survive the expiration or termination of this Agreement.

**S.12 SANITARY SEWER.**

S12.1 OWNER AND DEVELOPER shall, at their sole cost, install an eight inch (8”) sanitary sewer extending from the existing manhole at 25W530 E 75<sup>th</sup> Street eastward

approximately 295' along the 75<sup>th</sup> Street frontage of the Subject Property (hereinafter referred to as the “SANITARY SEWER IMPROVEMENT”). The SANITARY SEWER shall be constructed and installed in strict accordance with the approved Final Engineering Plans prepared by Koziol Engineering Services dated October 11, 2022, last revised June 29, 2023, unless revisions to said Plans are approved in writing by the City Engineer. No occupancy permits will be issued for the SUBJECT PROPERTY until the SANITARY SEWER has been constructed by the OWNER AND DEVELOPER and inspected and approved by the City’s Director of Public Utilities -Water/Wastewater. The provisions of this Section 12.1 shall survive the expiration or termination of this Agreement. The SANITARY SEWER IMPROVEMENT shall be considered a Public Improvement and subject to the provisions of Section S13.1 and S14.1 below.

**S13.0 ACCEPTANCE OF SANITARY SEWER**

S13.1 The CITY hereby agrees to accept the SANITARY SEWER IMPROVEMENT: (i) after the work has been completed and approved (including but not limited passing all testing requirements) by the City Engineer and the Director of the Department of Utilities – Water/Wastewater; and (ii) upon issuance of a Bill of Sale to the CITY by the OWNER AND DEVELOPER for the SANITARY SEWER IMPROVEMENT in a form approved by the CITY. Upon acceptance of the SANITARY SEWER IMPROVEMENT, the CITY shall be the owner thereof and shall thereafter be responsible for its maintenance, repair, and replacement. The provisions of this Section 13.1 shall survive the expiration or termination of this Agreement.

**S14.0 COMPLIANCE WITH PREVAILING WAGE ACT.**

S14.1 The installation of the SANITARY SEWER IMPROVEMENT described herein constitutes a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”) and the OWNER AND DEVELOPER shall require all contractors and subcontractors whom they hire to perform such work to comply with the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, as to determine if rates have been revised from time to time, contractors and subcontractors shall refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates HTM> (or such other section of the IDOL website

where that information may be located or referenced). The provisions of this Section 14.1 shall survive the expiration or termination of this Agreement.

**S15.0 EXISTING STRUCTURES.**

S15.1 The SUBJECT PROPERTY is currently improved with a single-family structure and a detached garage (hereinafter together referenced as the “**Current Structures**”).

S15.2 If the Current Structures are in existence at the time the SUBJECT PROPERTY is annexed to the City, they shall be demolished in accord with a permit issued by the City of Naperville within ninety (90) days of recordation of this Agreement with the DuPage County Recorder or any extension of said timeframe approved in writing by the City (the “**Demolition Timeframe**”). OWNER AND DEVELOPER shall give the City’s Deputy Director of T.E.D. (Transportation, Engineering, and Development) written notice that demolition of Current Structures has been completed. The provisions of Section G15, and each subsection thereof (“Section G15”), shall not apply to said structures during the Demolition Timeframe. OWNER AND DEVELOPER shall evidence compliance with the provisions of this Section 15.2 and Section G15 to the satisfaction of the Deputy Director of T.E.D. within thirty (30) days of expiration of the Demolition Timeframe or such other timeframe agreed to in writing by the Deputy Director of T.E.D.

S15.3 Failure of OWNER AND DEVELOPER to comply with the requirements of Section S15.2 above and Section G15 (“Existing Structures”) shall constitute an ordinance violation under the Naperville Municipal Code for each day said violation continues. In addition, OWNER AND DEVELOPER shall be obligated to pay fines of one hundred dollars (\$100) for each day exceeding the Demolition Timeframe. All fines shall be paid in full by OWNER AND DEVELOPER within thirty (30) days of issuance of bills thereof by the City. No building permit for the SUBJECT PROPERTY shall be issued until all fines are paid in full. If said fines are not timely paid in full, the City shall have the right to record one or more liens against the SUBJECT PROPERTY which lien may include reasonable attorney’s fees (including in-house counsel) and costs of collection, including litigation costs.

**S16.0 FINANCIAL SURETY.**

S16.1 Financial surety in conformance with Section G32.1 hereof shall be provided and maintained by OWNER AND DEVELOPER in the amount of one million, fifty-four thousand, two hundred forty-five dollars and fifty cents (\$1,054,245.50) [110% of the approved

engineer's cost estimate] which guarantees the completion of public improvements and soil erosion and sedimentation control for the SUBJECT PROPERTY ("**Public Improvements**"). Said surety shall comply with the provisions of Section G32 hereof and shall be received and approved prior to issuance of a site development permit for the SUBJECT PROPERTY. As noted in Section S14.1, the SANITARY SEWER IMPROVEMENT shall be included as a Public Improvement subject to the surety provisions of this Agreement.

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

**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: \_\_\_\_\_  
          **Scott A. Wehrli**  
          **Mayor**

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

State of Illinois        )  
                                  )  
County of DuPage     )


The foregoing instrument was acknowledged before me by Scott A. Wehrli, Mayor, and Pam Gallahue, Ph.D. City Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

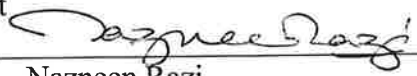
\_\_\_\_\_  
Notary Public

-seal-



**GREENE VALLEY 75, LLC/ OWNER AND DEVELOPER**

By:   
Sameer Razi  
Manager

Attest  
By:   
Nazneen Razi  
Manager

By:   
Salahuddin Razi  
Manager

State of Illinois            )  
  )  
County of DuPage         )

The foregoing instrument was acknowledged before me by Sameer Razi,  
Nazneen Razi, and Salahuddin Razi, this 7<sup>th</sup>  
day of JULY, 2023.



  
Notary Public

-seal-

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

**EXHIBIT A**

**LOT 9, IN BLOCK 2, IN ARTHUR T. MCINTOSH AND COMPANY'S RIVER GROVE  
SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 29 AND 30, IN  
TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1926 AS DOCUMENT  
NO. 206178, IN DUPAGE COUNTY, ILLINOIS.**

**COMMONLY KNOWN AS 25W462 75<sup>th</sup> St. NAPERVILLE IL 60565  
PIN: 08-29-104-014**

**TO THE CITY OF NAPERVILLE**  
 BEING PART OF SECTIONS 29 AND 30, TOWNSHIP 38 NORTH,  
 RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE  
 COUNTY, ILLINOIS

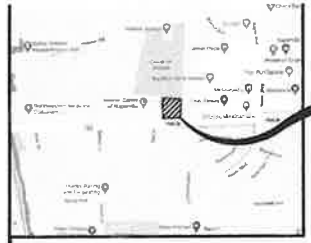
NAME: NAPERVILLE CITY CLERK  
 ADDRESS: 400 S. DALE STREET  
 NAPERVILLE, IL 60540

AREA SUMMARY  
 2.61 Ac.  
 (More or Less)



SCALE 1 INCH = 20 FEET

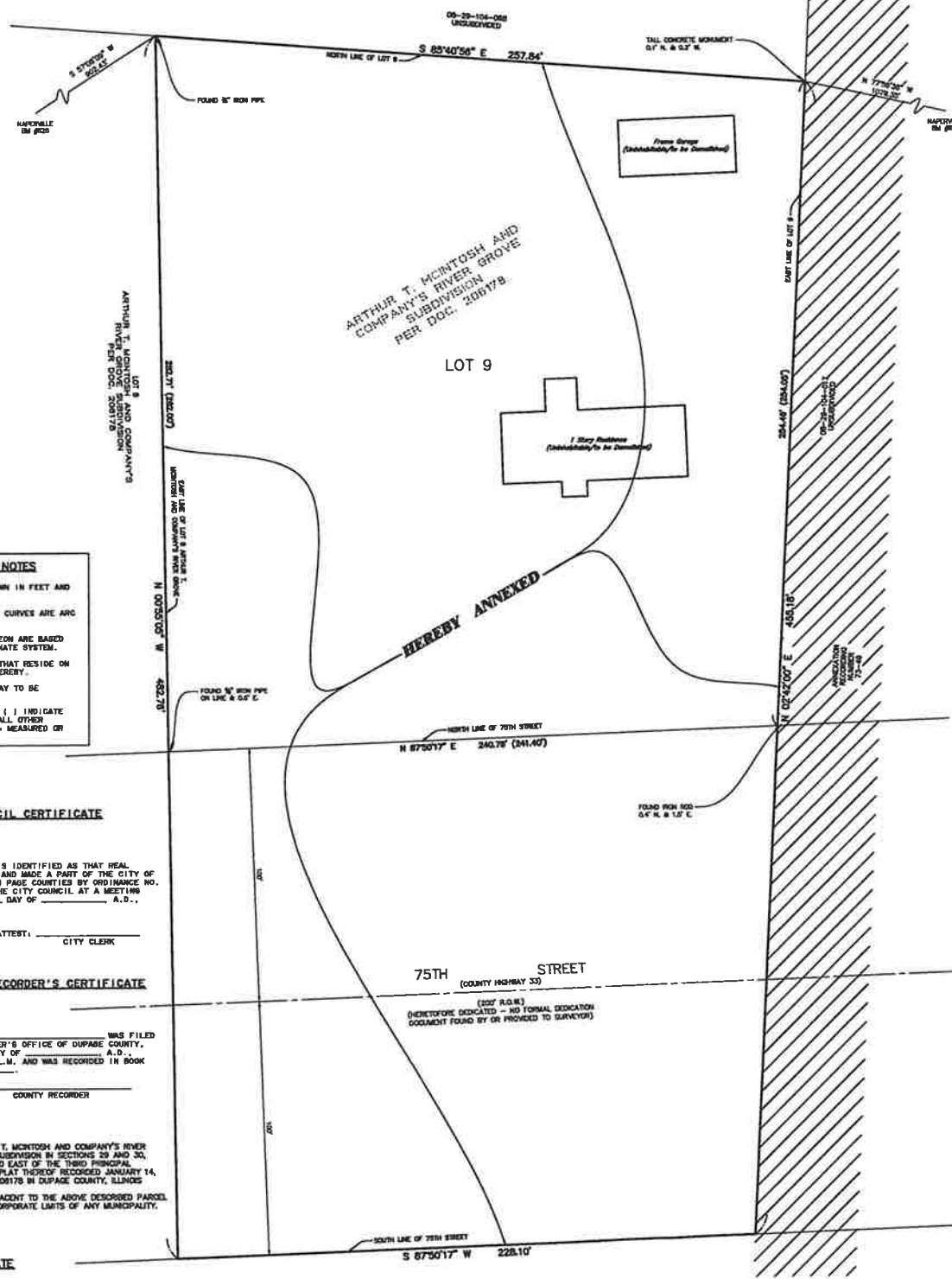
PARCEL INDEX NUMBER  
 08-29-104-014  
 299442 75TH STREET  
 NAPERVILLE, ILLINOIS



**VICINITY MAP**

**SITE LOCATION**

**EXHIBIT B**



**SURVEYOR'S NOTES**  
 ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.  
 DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.  
 THE BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED COORDINATE SYSTEM.  
 THERE ARE NO EJECTORS THAT RESIDE ON THE PROPERTY ANNEXED HEREBY.  
 THERE IS NO RIGHT OF WAY TO BE DEDICATED.  
 DIMENSIONS ENCLOSED IN ( ) INDICATE RECORD OR DEED DATA. ALL OTHER DIMENSIONS ARE RECORD + MEASURED OR MEASURED.

**CITY COUNCIL CERTIFICATE**  
 STATE OF ILLINOIS )  
 COUNTY OF DUPAGE )  
 THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT REAL ESTATE INCORPORATED INTO AND MADE A PART OF THE CITY OF NAPERVILLE OF WILL AND DU PAGE COUNTIES BY ORDINANCE NO. \_\_\_\_\_ ADOPTED BY THE CITY COUNCIL AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.  
 BY: \_\_\_\_\_ MAYOR ATTEST: \_\_\_\_\_ CITY CLERK

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

**PARCEL DESCRIPTION**  
 LOT 9 IN BLOCK 2 IN ARTHUR T. MCINTOSH AND COMPANY'S RIVER GROVE SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 29 AND 30, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1928 AS DOCUMENT NUMBER 200178 IN DUPAGE COUNTY, ILLINOIS.  
 ALSO ANY RIGHT-OF-WAY ADJACENT TO THE ABOVE DESCRIBED PARCEL, NOT CURRENTLY WITHIN THE CORPORATE LIMITS OF ANY MUNICIPALITY.

**SURVEYOR'S CERTIFICATE**  
 STATE OF ILLINOIS )  
 COUNTY OF DUPAGE )  
 THIS IS TO CERTIFY THAT I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE CITY OF NAPERVILLE & BASED ON SURVEY DATA AND PUBLIC RECORDS.  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

**LINE/ABBREVIATION LEGEND**

—	LIMITS OF ANNEXATION (Heavy Solid Line)
- - -	CENTER LINE (Single Dashed Line)
- · - · -	ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE (Light Solid Line)
///	EXISTING CITY LIMITS OF NAPERVILLE

DESIGNED FOR: KOZIOL ENGINEERING  
 1621 OGDEN AVE.  
 LISLE, IL 60532



PREPARED BY: **CEMCON, Ltd.**  
 Consulting Engineers, Land Surveyors & Planners  
 2200 White Oak Circle, Suite 100 Aurora, Illinois  
 60502-9978 PH: 630.862.2100 FAX: 630.862.2100  
 www.cemcon.com  
 DSC NO: 8013023 FILE NAME: ANNEX  
 DRAWN BY: JPH FLD. BK. / PG. NO.: FILE  
 COMPLETION DATE: 1-12-2023 JOB NO.: 8013.0023  
 PROJECT REFERENCE: 2119208

JEFFREY R. PANKOW  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483

**EXHIBIT C**