

Created: 3/22/18
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PINS:
07-01-14-300-005
07-01-14-300-013

ADDRESS:
3.8 ACRES OF VACANT PROPERTY
LOCATED NORTH OF
11007 S. BOOK ROAD
NAPERVILLE, IL 60564

.7 ACRES OF VACANT PROPERTY
LOCATED IMMEDIATELY
ADJACENT TO AND NORTH OF
11007 S. BOOK ROAD
NAPERVILLE, IL 60564

PREPARED BY:
CITY OF NAPERVILLE
LEGAL DEPARTMENT
630/420-4170

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

ANNEXATION AGREEMENT
FOR THE ENCLAVE ON BOOK SUBDIVISION

THIS ANNEXATION AGREEMENT (“**Agreement**”) is entered into, by and between the CITY OF NAPERVILLE, an Illinois municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois, with offices at 400 South Eagle Street, Naperville, Illinois 60540 (“**CITY**”), and McNaughton Development, Inc., with offices at 11s220 Jackson Street, Burr Ridge, Illinois 60527 (“**OWNER AND DEVELOPER**”).

RECITALS

WHEREAS, the OWNER AND DEVELOPER is the owner of record of all of the real property described in **EXHIBIT A**, attached hereto and incorporated herein by reference, which property is contiguous to the CITY and not within the corporate limits of any municipality (“**SUBJECT PROPERTY**”); and

WHEREAS, the OWNER AND DEVELOPER has signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk, for all the SUBJECT PROPERTY, for the purposes of developing ten (10) single family detached dwelling units and one (1) common outlot

for stormwater management; and

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, the Naperville Municipal Code, as amended from time to time, and CITY ordinances, regulations, and procedures; and

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

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

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 R1 (Low Density Single-Family Residence) District of the CITY'S Zoning Ordinance and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents, will promote the CITY'S sound planning and development, and will otherwise enhance and promote the general welfare of the CITY'S residents; and

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 Within sixty (60) days after the execution of this Agreement, or within thirty (30) days of the payment of all applicable fees and submittal of all documents necessary for recording of this Agreement, whichever is later, the CITY shall enact and adopt ordinances for the annexing and zoning the SUBJECT PROPERTY in accordance with Section S1.0 of this

Agreement.

G2.2 In the event all fees are not paid or all documents are not received by the CITY from OWNER AND DEVELOPER within one (1) year of the EFFECTIVE DATE of this Agreement, this Agreement shall be null and void and all rights and obligations hereunder shall then terminate.

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 has 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 has 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 The OWNER AND DEVELOPER shall, at its sole cost and expense, construct and install, or pay the cost of the installation of sidewalks along the entire frontage of collector and arterial rights-of-way adjacent to the SUBJECT PROPERTY in accordance with the City of Naperville Municipal Code, as amended from time to time.

G6.2 At the time of Final Plat approval for those portions of the SUBJECT PROPERTY adjacent to the collector and/or arterial rights-of-way the OWNER AND DEVELOPER shall, at the sole discretion of the CITY,

1. construct sidewalks along said roadway or
2. pay to the CITY the estimated costs of the construction of the sidewalks along said roadways.

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 Upon the written request of the OWNER AND DEVELOPER tendered to the City Engineer and the City Attorney within twelve (12) months of completion of construction of the water distribution system and/or sanitary sewer collection system by the DEVELOPER and acceptance thereof by the CITY, the CITY may enter into a cost recapture agreement, in a form acceptable to the City Attorney, which shall be recorded against title for the properties which the CITY reasonably determines will be expected to benefit from the extension of said water distribution system and/or sanitary sewer collection system. The DEVELOPER'S request must be accompanied by a draft of the proposed Recapture Agreement and documentation demonstrating the "as built" costs of such system or systems for which recapture is sought. If such request, proposed Recapture Agreement, and supporting documentation is not provided within the above described twelve (12) month period, the CITY shall no longer have any obligation to enter into a recapture agreement.

G8.3 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.

G8.4 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.

G8.5 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, 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 EFFECTIVE DATE 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 specified in Section S6.0 of this Agreement.

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 specified in Section S7.0 of this Agreement.

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 and shall be binding upon and inure to the benefit of the parties hereto, grantees, successors in interest, assignees, heirs, executors, or lessees, 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 of this Agreement, unless changed in accordance with applicable law.

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

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

G20.0 CONTINUING RESPONSIBILITY.

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

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

G20.3 Any provision contained in this Agreement which provides for payment or reimbursement of money to the CITY, and/or which provides for the dedication or conveyance of property to the CITY, shall survive the 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, fire, flood, storm, earthquake, tornado or any act of God.

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

G25.0 ENFORCEABILITY.

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

G26.0 CHALLENGE TO ANNEXATION.

G26.1 If the annexation of the SUBJECT PROPERTY is challenged in any court of legal jurisdiction, the parties to this Agreement agree to cooperate to defend the validity of this 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 and from a source 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. Notwithstanding provision of said surety, until the public improvements have been accepted by the CITY, or approved by the City Engineer, as applicable, 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.

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, in compliance with the provisions of the Naperville Municipal Code, as amended from time to time. Upon CITY acceptance thereof, the OWNER AND DEVELOPER shall post a cash deposit, letter of credit, or performance bond in a form and amount and from a source 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 AMBIGUITIES.

G34.1 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.

G35.0 INCORPORATION OF EXHIBITS.

G35.1 Each exhibit referenced herein shall be deemed incorporated herein and made part hereof.

G36.0 EFFECTIVE DATE.

G36.1 This Agreement shall take effect ("EFFECTIVE DATE") only after CITY ordinances annexing the SUBJECT PROPERTY and this Agreement, in that order, have been recorded with the Will County Recorder.

**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 shall be R1 (Low Density Single Family Residence District).

S1.2 A plat of annexation prepared by DesignTek Engineering, Inc., dated January 18, 2019, last revised March 4, 2019, 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 five hundred dollars (\$500.00), which has been paid by the OWNER AND DEVELOPER.

S3.0 ENGINEERING REVIEW FEES.

S3.1 OWNER AND DEVELOPER shall pay \$7,355.27 (1.5% of the approved engineer's cost estimate). This fee is due prior to recording the Preliminary/Final Plat of Subdivision.

S4.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.

S4.1 OWNER AND DEVELOPER shall pay any and all existing Utility Rebates, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified as follows:

Recapture Fees:

SW Sanitary Pump Station and Forcemain Recapture Fee: \$2,502.59

Due: Prior to recording of the Preliminary/Final Plat of Subdivision

Book Road Watermain Access Recapture Fee: \$22,542.00

Due: Prior to recording of the Preliminary/Final Plat of Subdivision

S4.2 There is no obligation to make payment to the Plainfield Fire Protection District pursuant to the provisions of 70 ILCS 705/20(e)(1)-(5) as a result of the annexation of the SUBJECT PROPERTY since the SUBJECT PROPERTY was assessed zero (0) taxes in 2018, and

no real estate tax payments have been made to the Plainfield Fire Protection District for at least one (1) year prior to the annexation of the SUBJECT PROPERTY to the CITY. Notwithstanding the foregoing provision, if it is determined that there is an obligation to make payment to the Plainfield Fire Protection District as described above, the OWNER AND DEVELOPER shall promptly remit payment to the CITY upon a bill therefor.

S5.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.

S5.1 Whenever notice is required to be given pursuant to this Agreement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses set forth below, or at such other addresses as either party hereto, by written notice in the manner specified below, may designate from time to time.

IF TO THE CITY:

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

WITH COPIES TO:

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

IF TO THE OWNER AND DEVELOPER:

McNaughton Development, Inc.
11s220 Jackson Street
Burr Ridge, Illinois 60527

WITH COPIES TO:

Leonard Monson, Esq.
552 S Washington Street #100
Naperville, Illinois 60540

S6.0 FIRE CODES AND REGULATIONS.

S6.1 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.

S6.2 There are no existing structures located on the SUBJECT PROPERTY.

S7.0 EMERGENCY ACCESS.

S7.1 OWNER AND DEVELOPER agrees to construct, at OWNER AND DEVELOPER'S cost, one point of access for emergency vehicles as approved by the City Engineer prior to issuance of the first building permit; said accesses will be maintained until the roadways are constructed by OWNER AND DEVELOPER and approved by the City Engineer. Said emergency access shall consist of a hard surface with binder course and a minimum structural number of 2.36.

S8.0 AGE RESTRICTION.

S8.1 The SUBJECT PROPERTY shall be developed as an age restricted community in accordance with the Fair Housing Act as amended from time to time, including but not limited to the provisions of the "Housing for Older Persons Act of 1995", as amended from time to time, and in accordance with The Enclave Age Restriction Covenant attached hereto as **EXHIBIT C** ("Age Restriction Covenant" or "Covenant"). The Age Restriction Covenant has been voluntarily agreed to by the OWNER AND DEVELOPER and has been approved by Indian Prairie School District 204 as evidenced by **EXHIBIT D**. Said Covenant shall survive the expiration or termination of this Agreement, shall run with the land, and shall be recorded prior to recordation of the preliminary/final plat of subdivision for the SUBJECT PROPERTY.

S9.0 SCHOOL DONATIONS.

S9.1 In consideration of the Age Restriction provisions set forth and subject to the Age Restriction Covenant described in Section S8.1 of this Agreement, the CITY hereby waives the requirements for OWNER AND DEVELOPER to make a land cash payment pursuant to Section 7-3-5 of the Naperville Municipal Code. The Covenant provides for penalties and other remedies in the event of any violation of its terms. In the event that the age restriction is modified in the future so as to allow residency of individuals under the age provided for in said Covenant, the waiver provided for herein shall be deemed to be automatically void without further action of the Parties hereto and an amendment of this Agreement shall be required. The provisions of this Section S9 shall survive the expiration or termination of the term of this Agreement.

S10.0 PARK DONATIONS.

S10.1 OWNER AND DEVELOPER has elected to pay a cash in lieu of land park donation as permitted by Naperville Municipal Code Section 7-3-5 (Dedication of Park Lands and School Sites or for Payments of Fees in Lieu of). OWNER AND DEVELOPER acknowledges that said park donation will be determined pursuant to Code provisions in effect at the time of payment and agrees that payment shall not be paid under protest, or otherwise objected to. Further, OWNER AND DEVELOPER has elected to pay the required park donation on a per permit basis as permitted by Section 7-3-5:5.2.2 of the Naperville Municipal Code, as amended from time to time. Said per permit park donation shall be calculated at the time of each building permit issuance based on the number of bedrooms in each dwelling unit in accordance with the park donation table in effect at the time the building permit is issued. Payment shall be made prior to issuance of any

building permit for the SUBJECT PROPERTY. The provisions of this Section S10 shall survive the expiration or termination of the term of this Agreement.

S11.0 SIDEWALKS.

S11.1 The OWNER AND DEVELOPER agrees to install public sidewalk, at the OWNER AND DEVELOPER's sole cost, across the entirety of the Book Road frontage of the SUBJECT PROPERTY prior to issuance of the first final occupancy permit for the SUBJECT PROPERTY, or within three (3) years after the EFFECTIVE DATE of this Agreement annexing the SUBJECT PROPERTY, whichever is sooner. An extension of this timeframe may be granted in writing at the discretion of the City Engineer. No final occupancy permit for any dwelling unit on the SUBJECT PROPERTY shall be issued until said public sidewalk has been installed and approved by the City Engineer, unless an extension is granted in writing by the City Engineer. If said sidewalk is not installed as provided above, in addition to any other remedy the CITY may have, the CITY may withhold building and/or occupancy permits for the SUBJECT PROPERTY. The provisions of this subsection S11.1 shall survive the expiration or termination of this Agreement.

S11.2 The OWNER AND DEVELOPER agrees to install public sidewalk, at the OWNER AND DEVELOPER'S sole cost, across the entire frontage of public right-of-way within the interior of the SUBJECT PROPERTY, identified as Enclave Court as depicted on **EXHIBIT E** of this Agreement. Said public sidewalk installed by the OWNER AND DEVELOPER may be installed on a lot-by-lot basis and shall be fully constructed for each lot prior to the issuance of the final occupancy permit for said lot(s). No final occupancy permit for the dwelling unit on the lot along which said sidewalk fronts shall be issued until said public sidewalk has been installed and approved by the City Engineer, unless an extension is granted in writing by the City Engineer. Notwithstanding the foregoing, the City Engineer may require completion of all sidewalks, or some portion thereof, any time after three (3) years from the EFFECTIVE DATE of this Agreement, and if completion thereof is not accomplished as directed by the City Engineer, in addition to any other remedy the CITY may have, the CITY may, at its sole discretion decline to issue further building and/or occupancy permits for the SUBJECT PROPERTY. The provisions of this subsection S11.2 shall survive the expiration or termination of this Agreement.

S12.0 OUTLOT A.

S12.1 In order to provide for the orderly and proper administration and maintenance of the development of the SUBJECT PROPERTY, within one hundred twenty (120) days of the recording of the Final Plat of Subdivision, the OWNER AND DEVELOPER shall record Declarations, Covenants, Conditions and Restrictions, ("**Declaration**") with the Will County Recorder which, in part, will provide for the formation of a homeowners' association for the SUBJECT PROPERTY ("**Association**") under applicable law. OWNER AND DEVELOPER shall own Outlot A until OWNER AND DEVELOPER transfers ownership of Outlot A to the Association. Until such transfer occurs, OWNER AND DEVELOPER shall be solely liable to timely fulfill the Maintenance Work obligations described herein.

S12.2 Outlot A was created solely for the purpose of providing stormwater detention to benefit Lots 1 through 10 of The Enclave on Book Subdivision. Therefore, the Declaration shall include provisions that provide that:

(1) the Association shall be responsible to perform the maintenance obligations described in this Section 12 and each subsection hereof (“**Maintenance Work**”). Said Maintenance Work shall be undertaken by the Association within fifteen (15) calendar days of receipt of written notice to the Association from the City that Outlot A has not been properly maintained. The Association shall set budgets and fix assessments (“**Outlot A Stormwater Payment**”) to pay the expenses incurred in connection with such duties;

(2) each owner of Lots 1 through 10, and their successors and assigns, shall be a member of the Association and shall be responsible for paying the Outlot A Stormwater Payment;

(3) the City shall have the right, but not the obligation, to perform, or to hire a person or entity to perform, said Maintenance Work if the Association fails to competently perform the Maintenance Work within the timeframe set forth above;

(4) if the City undertakes maintenance of Outlot A as provided herein, the City shall be entitled to place a lien on Lots 1 through 10 to reimburse the City for the costs of said Maintenance Work, plus attorney’s fees associated with the recordation and enforcement of such liens (whether in-house or retained counsel), plus interest;

(5) all easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by the Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in Lots 1 through 10 and Outlot A of The Enclave on Book Subdivision, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to the Declaration;

(6) the Association shall not be dissolved without the written approval of the City; and

(7) the Declaration shall not be amended, terminated, or in any other way revised or revoked, without the prior written permission of the City insofar as the Declaration in any way pertains to the provisions set forth in this Section.

S12.2.1 Maintenance Work.

S12.2.1.1 Within fifteen (15) calendar days of receipt of notice from the City as provided herein, or at its own initiative, the Association shall perform the following Maintenance Work on Outlot A:

(i) Maintenance, repair and replacement of all stormwater management structures located on Outlot A so that they are in good repair and functioning in the manner in which they are intended to; and

(ii) Maintenance of grass and landscaping located on Outlot A in compliance with Section 4-3-2 of the Naperville Municipal Code as amended from time to time.

S12.3 Right to Lien. In the event that the OWNER AND DEVELOPER, or the Association, fails to timely perform its responsibilities with respect to Outlot A as provided above, each individual owner of Lots 1 through 10, and the CITY, shall have the right, but not the obligation, to undertake those responsibilities and shall have full right of access for its employees, contractors and sub-contractors for that purpose. The CITY shall have the right to record a lien against Outlot A and/or Lots 1 through 10, at the CITY's sole discretion, to reimburse the City for: (i) the costs of said Maintenance Work; (ii) attorney's fees associated with the recordation and enforcement of such liens (whether in-house or retained counsel), plus interest on (i) and (ii).

S12.4 Notices. For the purpose of notice as provided in this Section 12, the CITY shall issue notice to the Registered Agent of the Association as it appears on the Illinois Secretary of State's website at the time such notice is given. The date of mailing, or the date of personal service, shall be deemed the date of service. If the City is unable to issue notice because the Association has dissolved in breach of this Agreement, or because the Registered Agent is no longer in existence or able to be served notice for any reason, the City shall be entitled, but not obligated, to perform the Maintenance Work described above and to record liens on Outlot A and/or Lots 1 through 10 as provided above without said notice having been given.

S12.5 City Review of Declaration Provisions. Prior to recordation of the Declaration, the City Attorney shall review and approve the Declaration insofar as it pertains in any way to the provisions set forth in this Section S12.

S12.6 Survival. The provisions of this Section S12 and each subsection hereof shall survive the expiration or termination of this Agreement.

S13.0 FINANCIAL SURETY.

S13.1 Financial surety in conformance with Section G32.1 hereof shall be provided and maintained by OWNER AND DEVELOPER in the amount of \$539,386.71 (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. 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.

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.

IN WITNESS WHEREOF, the parties set their hands and seals as of the EFFECTIVE DATE set forth in Section G36.1 hereof.

/ SIGNATURES ON FOLLOWING PAGES /

CITY OF NAPERVILLE

Attest

By: _____

Steve Chirico
Mayor

By: _____

Pam Gallahue, Ph.D.
City Clerk

State of Illinois)
)
County of DuPage)

The foregoing instrument was acknowledged before me by Steve Chirico, Mayor, and Pam Gallahue, City Clerk, this _____ day of _____, 20__.

Notary Public

-seal-

OWNER / MCNAUGHTON DEVELOPMENT, INC.

By: _____
[name: _____]
[title: _____]

Attest
By: _____
[name: _____]
[title: _____]

State of Illinois)
)
County of _____)

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

-seal-

Notary Public

DEVELOPER / MCNAUGHTON DEVELOPMENT, INC.

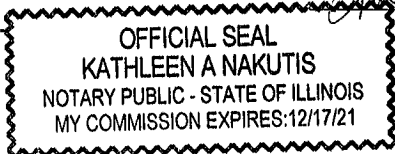
By: [Signature]
[name: PAUL MCNAUGHTON]
[title: PRESIDENT]

Attest [Signature]
By: _____
[name: JOHN T BARRY]
[title: Project Manager]

State of Illinois)
)
County of COOK)

The foregoing instrument was acknowledged before me by PAUL MCNAUGHTON,
_____, and _____, this 9TH
day of APRIL, 2019.

-seal-



[Signature]
Notary Public

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

EXHIBIT A

Legal Description

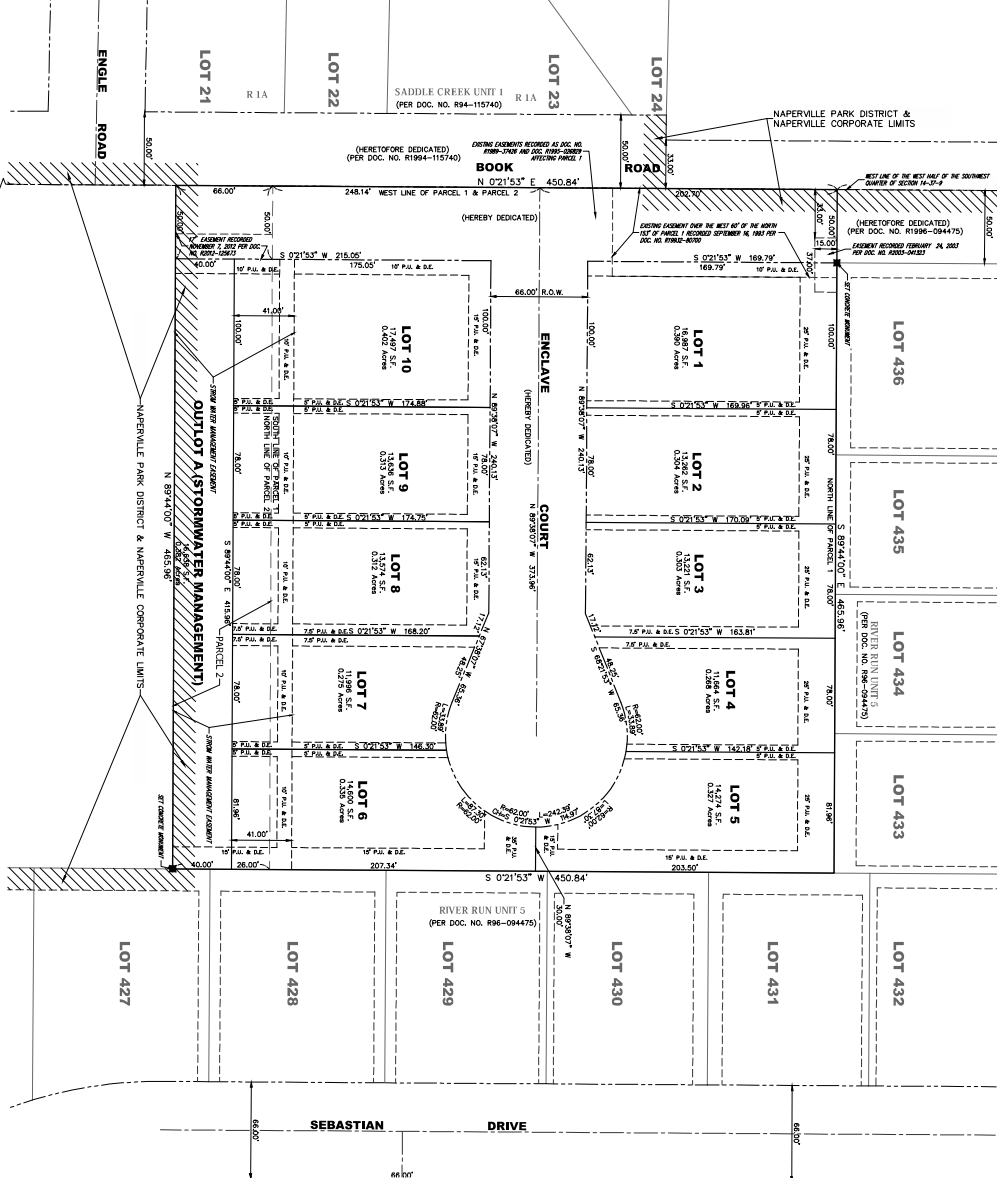
PARCEL A: THE NORTH 384.84 FEET OF THE SOUTH 1248.34 FEET OF THE WEST 465.96 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. (PIN 01-14-300-005)

AND

PARCEL B: THE NORTH 66.00 FEET OF THE SOUTH 863.50 FEET OF THE WEST 465.96 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. (PIN 01-14-300-013)

PRELIMINARY/FINAL PLAT OF SUBDIVISION
OF
THE ENCLAVE ON BOOK

BEING A SUBDIVISION IN PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS



LEGEND

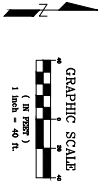
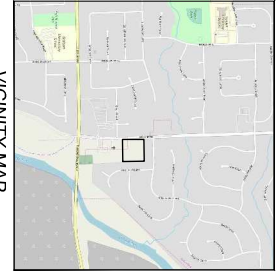
●	FOUND FROM PIPE	RD	ROAD	N	NORTH
○	CONCRETE MONUMENT	MEASURD DIMENSION	W	WEST	
■	BOUNDARY LINE	FOUND FROM PERMANENT	E	EAST	
---	LOT LINE, JULY DATE	FOUND FROM PERMANENT	W	WEST	
---	EXISTING EASEMENT LINE	P.L. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT	A	ADJACENT	
---	PROPOSED EASEMENT LINE	L.E. LANDSCAPE EASEMENT	L	LANDSCAPE	
---		SQ. FT.	S	SQUARE FEET	
---		R	RADIUS DIMENSION		

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
NAME: NAPERVILLE CITY CLERK
NAPERVILLE, ILLINOIS 62550

MANAUGHTON DEVELOPMENT INC
115220 JACKSON ST, SUITE 101
BURR RIDGE, ILLINOIS 60527

Send all future tax bills to:

RESERVED FOR: WILL COUNTY RECORDER



BASIS OF BEARING
THE BASIS OF BEARING OF THE RECORDED RIVER RUN UNIT 5, PARCEL 100, IS:
N 00° 21' 53" E

PARCEL IDENTIFICATION
PARCEL ONE: 07-01-14-300-005
PARCEL TWO: 07-01-14-300-010

LOT & RIGHT OF WAY AREA DATA

LOT #	RIGHT OF WAY AREA (SQ. FT.)	LOT AREA (SQ. FT.)
1	17,487	17,487
2	13,248	13,248
3	13,248	13,248
4	13,248	13,248
5	13,248	13,248
6	13,248	13,248
7	13,248	13,248
8	13,248	13,248
9	13,248	13,248
10	13,248	13,248

- GENERAL NOTES**
1. ALL MEAS. ARE FEET OR INCHES.
 2. ALL DIMENSIONS ARE REFERRED TO THE CITY OF NAPERVILLE.
 3. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD.
 4. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD.
 5. THERE SHALL BE AT LEAST ONE VEHICULAR ACCESS TO EACH ROAD FROM EACH SIDE OF THE ROAD.
 6. ALL OTHER ACCESS SHALL BE FROM INTERNAL CIRCULATION.
 7. THE CITY OF NAPERVILLE, ILLINOIS, IS THE RECORDING JURISDICTION FOR THIS PLAT.
 8. RECORDING CITY OF NAPERVILLE, ILLINOIS, IS THE RECORDING JURISDICTION FOR THIS PLAT.
 9. THE CITY OF NAPERVILLE, ILLINOIS, IS THE RECORDING JURISDICTION FOR THIS PLAT.
 10. THE CITY OF NAPERVILLE, ILLINOIS, IS THE RECORDING JURISDICTION FOR THIS PLAT.

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	02-11-19	PER CITY OF NAPERVILLE REVIEW	DSR
2	03-04-19	PER CITY OF NAPERVILLE REVIEW	DSR

McNAUGHTON DEVELOPMENT
115220 JACKSON ST. SUITE 101
BURR RIDGE, ILLINOIS 60527
630-325-3400

PLAT OF SUBDIVISION
FOR
THE ENCLAVE ON BOOK
EXHIBIT C
NAPERVILLE, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4692
ILL. Prof. Lic. No.: 184-003740

DEI

PROJECT INFORMATION
PROJECT NO.: 18-0250
SHEET NO. 1 OF 2
DATE: 02/11/19
DRAWN BY: DSR
CHECKED BY: DSR

**ENCLAVE ON BOOK SUBDIVISION
AGE RESTRICTION COVENANT**

Pursuant to the provisions of Sections S__ and S__ of the Annexation Agreement for the Enclave on Book Subdivision approved by City of Naperville Ordinance Number 19-____ and recorded with the Will County Recorder as R_____, the Enclave on Book Subdivision, legally described on **Exhibit A** and depicted on **Exhibit B** attached hereto and made part hereof (the “**Subject Property**”), shall be developed by the Developer as an age-restricted, single-family residential community (the “**Community**”) as set forth therein and as set forth in this Enclave on Book Subdivision Age Restriction Covenant (hereinafter “**Covenant**”).

I. HOUSING FOR OLDER PERSONS EXEMPTION

- (a) The Community shall be developed by McNaughton Development, Inc., and all successors, transferees, and assigns (“**Developer**”) as an age-restricted, single-family home community in accordance with the Fair Housing Amendments Act of 1988, as amended from time-to-time (“**FHAA**”), including, but not limited to, the provisions of the “Housing for Older Persons Act of 1995” (“**HOPA**”). The Developer of the Community will build homes for sale in the Community for single-family occupancy. Developer will include in its home purchase agreement with all buyers in the Community an Age Verification Addendum, an example of which is attached as **Exhibit C**, to its home purchase agreement to verify the age of the residents in the Community to ensure that the buyers of the homes qualify for the “Housing for Older Persons” Exemption under FHAA.
- (b) The Community will be governed by Covenants, Conditions and Restrictions that will be recorded against the Subject Property prior to the conveyance of the first home in the Community to a home buyer (“**CC&Rs**”). The CC&Rs will provide for the creation of a homeowner’s association (the “**Association**”) to administer the requirements of the CC&Rs and govern the Community. The CC&Rs shall contain rules and regulations for the occupancy of homes in the Community including, but not limited to requirements that at all times: (i) at least eighty percent (80%) of the homes within the Community shall be occupied by at least one (1) resident who is 55 years of age or older (“**Age-Qualified Occupant**”) and (jj) prohibit the residency of anyone under the age of twenty-two (22), except as provided in Section II. (a) of this Covenant.
- (c) If an Age-Qualified Occupant’s occupancy is terminated for any occupied dwelling unit in the Community, then other occupants of that particular dwelling unit, who are twenty-two (22) years of age or older, may continue to occupy that Dwelling unit provided that the requirements of the Housing for Older Persons Exemption are satisfied, including, but not limited to, the requirement that at least eighty percent (80%) of all of the occupied dwelling units in the Community have at least one occupant who is fifty-five (55) years of age or older.

EXHIBIT C

- (d) The Association shall adopt, implement and enforce rules, regulations and procedures to ensure that at all times the Community shall qualify for the “Housing for Older Persons” exemption under the FHAA, as may be amended from time to time, including, without limitation, rules, regulations and procedures to verify such compliance. The Association shall maintain appropriate records evidencing such compliance on an ongoing basis and shall maintain said records (on a rolling basis) for a minimum period of ten (10) years. Within seven (7) calendar days of a request by the City’s Zoning Administrator and/or a representative of the School District, the Association shall provide them with copies of said records.
- (e) The age-restriction hereby imposed upon the Community shall apply equally to homeowners, lessees, tenants, and occupants of any kind (hereinafter cumulatively referenced herein as “Resident”) of any dwelling unit within the Community. To the extent that the CC&Rs permit a dwelling unit to be leased or rented, the CC&Rs shall require that the owner of the unit include notice of the age restriction and requirements of this Covenant in any lease or rental agreement for the Subject Property. The CC&Rs shall also provide that the owner of any dwelling unit within the Community shall be jointly and severally liable for fines, fees and costs under this Covenant for any violation thereof by any lessee, tenant, or other occupant.

II. PROHIBITION OF PERSONS UNDER THE AGE OF 22 AND PROHIBITION OF ANY SCHOOL ENROLLMENT FROM THE COMMUNITY

- (a) **RESTRICTION/PENALTY.** No person under the age of twenty-two (22) years, shall be a resident (as the term is defined below) of any dwelling unit in the Community. As a condition to the City of Naperville’s annexation and zoning of the Subject Property, and as a condition of certain variances granted for the Subject Property at the time of annexation, no resident, occupant or owner of any dwelling unit shall violate this Covenant, including but not limited to enrolling, attempting to enroll, or assisting in any way in enrolling any student in the Indian Prairie Community Unit School District No. 204 (“**School District**”) at any time. The provisions of this Covenant shall not prohibit any resident, occupant or owner from enrolling in non-credit, enrichment, adult education classes offered by the School District. If any resident, occupant, or owner of any dwelling unit in the Community enrolls, attempts to enroll, or assists in any way in enrolling any person under the age of twenty-two (22) in any school within the School District (“**Student Generator**”), then said Student Generator shall immediately cause such person to be withdrawn from enrollment in the School District unless otherwise approved in writing by the School District (hereinafter “**Withdrawn**” or “**Withdrawal**”) and shall be liable (i) to the School District for the cost of educating any child or children so enrolled by the Student Generator from the Community prior to such Withdrawal in an amount determined in accordance with Section 10-20.12a of the Illinois School Code (105 ILCS 5/10-20.12a) as amended from time to time; (ii) to pay the School District a fine in the amount of three times the cost

EXHIBIT C

of educating any child or children enrolled as provided in (i) above or \$50,000, whichever is greater; and (iii) for all reasonable costs of any enforcement action taken by the Association, School District, or City, including but not limited to pre-litigation expenses, litigation expenses, title reports and attorneys' fees and costs (whether in-house or outside counsel) incurred as a result of such enforcement.

Any costs and fines not paid in full by the Student Generator as provided herein, plus six percent (6%) interest thereon, may be recorded by the School District as a lien against the dwelling unit(s) of the Student Generator in addition to any other remedies available at law or in equity.

Nothing contained herein shall be construed as prohibiting a person under the age of twenty-two (22) years from being a guest of a resident in the Community between May 15 and August 15 of each year, but that during the remainder of the year persons under the age of twenty-two (22) may visit a resident's home for a maximum thirty (30) days of which no more than fourteen (14) may be consecutive.

Even if no person under the age of twenty-two (22) is enrolled, or is attempted to be enrolled, in any school within the School District, if the age requirements set forth and referenced in this Covenant are not strictly abided by, the City shall have the right to enforce this Covenant against the Association and/or the individuals responsible for the violation, and the Association and such individuals shall be jointly and severally liable for any and all costs and expenses of enforcement of this Covenant by the City, including but not limited to attorneys' fees and costs, whether in -house or outside counsel. A lien for such fees and costs, plus interest, and the costs of preparing and recording such lien, may be imposed by the City against the dwelling unit(s) where such violation(s) occurred.

- (b) **ASSOCIATION'S RIGHTS, OBLIGATIONS AND DUTIES.** It shall be the right, obligation and duty of the Association to enforce the restrictions contained in this Covenant in a proactive and diligent manner. The Association shall adopt, implement and enforce rules, regulations and procedures to ensure that at all times the restrictions contained herein are followed.

At any time, the Association may request any owner, lessor, or other occupant of a dwelling unit in the Community to verify by sworn affidavit the ages of all persons residing in the applicable dwelling unit. Additionally, the Association shall ensure that each person purchasing a dwelling unit in the Community receives a copy of this Covenant and a copy of the CC&Rs for the Community.

- (c) **ASSOCIATION'S FAILURE TO ENFORCE OR COOPERATE.** At all times, the Association shall have an obligation to cooperate with the School District and the City in enforcement efforts pursuant to this Covenant. Such cooperation shall include, but not be limited to: (i) requiring the owner, lessor, or other occupant of a dwelling unit to complete an Age Verification Addendum; and (ii) providing

EXHIBIT C

copies of all other records in the Association's possession or control regarding the ages of persons residing in any occupied dwelling unit in the Community.

- (d) **INVESTIGATIONS.** The Association, the School District and the City shall each have the right to investigate any suspected violations of this Covenant, and the Association will cooperate with all investigations undertaken by the School District or the City as provided herein. If an investigation conducted by the School District or the City reveals that the Covenant has been violated by any owner or lessor of any dwelling unit in the Community by enrolling or attempting to enroll any person under the age of twenty-two (22) in any school within the School District, the School District or the City, as the case may be, shall notify the Association in writing. Upon receipt of such written notice, the Association shall require that such person(s) under the age of twenty-two be immediately Withdrawn from enrollment unless continued enrollment is approved in writing by the School District and is approved in writing by the City Manager. Further, within ninety (90) days of the Association's receipt of such written notification, the Association shall assess a penalty in the amount set forth above and file and enforce a lien against the owner(s) and occupants of the dwelling unit for the restriction/penalty set forth above in accordance with the terms and conditions of the CC&Rs. The Association shall, upon collection of any penalty assessed on behalf of the School District or the City, promptly remit payment of same to the School District or the City, as may be applicable.
- (e) **SCHOOL BOARD AND CITY'S RIGHT TO ENFORCE.** The School District and the City are hereby given the right to enforce the restrictions set forth in this Covenant by any proceeding at law or in equity against any owner, tenant, or occupant of any dwelling unit in the Community determined or suspected by the School District or the City of enrolling or attempting to enroll any person under the age of twenty-two (22) in the schools of the School District. The School District's and the City's rights to enforce this Covenant, however, shall not be construed as a limitation or restriction of the Association's duty and obligation to enforce this Covenant proactively and diligently as set forth herein. The Association's obligation to enforce, and the rights of the School District and the City to enforce this Covenant, are not cumulative. Upon the commencement of an enforcement proceeding hereunder by any one of them, one or both of the other entities may, at their discretion, join said enforcement proceeding, but shall not commence a separate proceeding against the Student Generator for the same enrollment, or attempted enrollment, event.

III. COVENANT RUNS WITH THE LAND

- (a) The impositions, obligations and restrictions set forth in this Covenant shall be covenants running with the land inuring to the benefit of the City of Naperville and Indian Prairie Community Unit School District No. 204 and their respective successors and assigns.

IV. REQUIREMENTS FOR ANY MODIFICATION OF THIS COVENANT

- (a) The provisions of this Covenant shall survive the expiration of the Annexation Agreement for the Enclave on Book Subdivision and may only be modified by the concurrence of all of the following: i) one hundred percent (100%) of the then current owners of property within the Community, ii) a two-thirds (2/3) majority vote of the corporate authorities then holding office with the City Council of the City of Naperville, and iii) a two-thirds (2/3) majority vote of the School Board of Indian Prairie Community Unit School District No. 204, or their respective successors or assigns. **The approval of any modification that would enable the generation of students from the Enclave on Book Subdivision must be conditioned upon the payment of a full school donation fee for the Enclave on Book Subdivision in accordance with the applicable Naperville Municipal Code provisions then in effect unless the School Board approves a Resolution that accepts less than a full fee.**

V. GENERAL PROVISIONS

- (a) **GOVERNING LAW AND VENUE.** This Covenant will be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law provisions. Venue for all disputes involving this Covenant shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois. For the purposes of determining whether a person is a resident of the Community or general residency requirements, the term “Resident” and the conditions of residency shall have the same meaning as that term is defined in Section 10-20.12b of the Illinois School Code (105 ILCS 5/10-20.12b) and as established case law in the State of Illinois promulgated thereunder, relating to the enrollment of pupils in the public schools.
- (b) **SEVERABILITY.** If any provision of this Covenant is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under law. All other provisions of this Covenant shall remain in full force and effect; provided that if such court action would enable the generation of students from the Enclave on Book Subdivision, the payment of a full school donation fee for the Enclave on Book Subdivision in accordance with the applicable Naperville Municipal Code provisions then in effect shall be required unless the School Board approves a Resolution that accepts less than a full fee.
- (c) **PAYMENT OF COSTS/FINES.** When any provision herein calls for a payment to be made for any reason, including but not limited to attorneys’ fees, such payment shall be made within thirty (30) days of receipt of an invoice therefor. In the event that such payment is not made in full on a timely basis, the School District or the City, as applicable, may take any action at law or in equity as it deems fit and in addition to such remedies record and enforce a lien against any dwelling unit where a violation of this Covenant has been determined to have occurred.

EXHIBIT C

- (d) **CHALLENGE.** By virtue of establishing a development as age restricted and accepting the benefits provided herein, the Developer and its successors and assigns waive any right to challenge the school and park donation requirements if payments is ever required.

(SIGNATURE PAGE TO FOLLOW)

EXHIBIT C

IN WITNESS WHEREOF, McNaughton Development, Inc., has caused this Covenant to be executed by its legally representative, whose signature is hereunto subscribed on this ____ day of _____, 2019.

**McNaughton Development, Inc.,
An Illinois corporation.**

By: _____

Name: _____

Title: _____

State of Illinois)

County of _____)

The foregoing instrument was acknowledged before me by _____,
_____, as _____, this _____
day of _____, 2019.

Notary Public

EXHIBIT C

EXHIBIT A

Legal Description

PARCEL A: THE NORTH 384.84 FEET OF THE SOUTH 1248.34 FEET OF THE WEST 465.96 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. (PIN 01-14-300-005)

AND

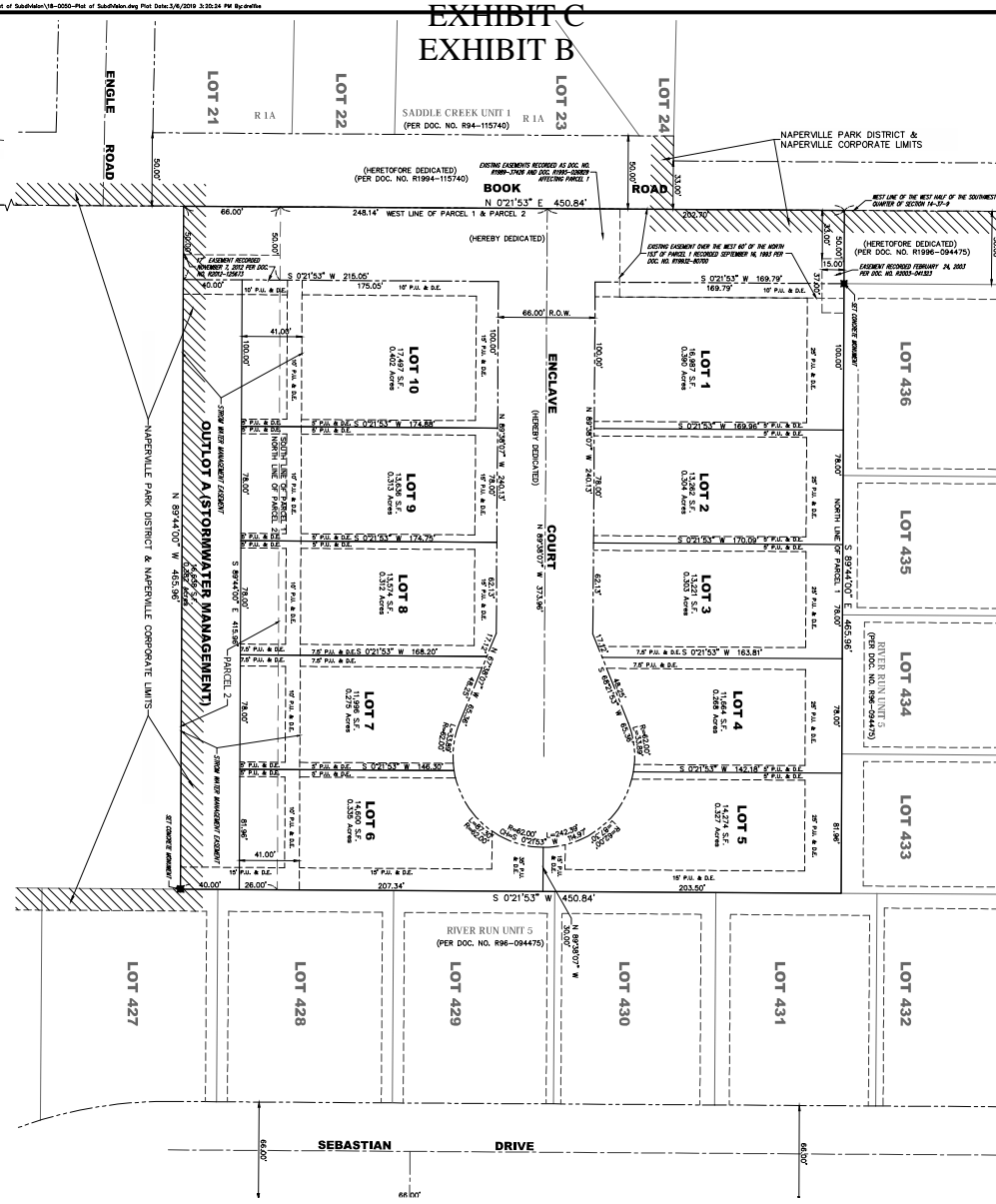
PARCEL B: THE NORTH 66.00 FEET OF THE SOUTH 863.50 FEET OF THE WEST 465.96 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. (PIN 01-14-300-013)

PRELIMINARY/FINAL PLAT OF SUBDIVISION

OF

THE ENCLAVE ON BOOK

BEING A SUBDIVISION IN PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS



LEGEND

●	FOUND FROM PIPE	RD	FOUND FROM PIPE	N	NORTH
○	CONCRETE MONUMENT	MEASURD DIMENSION	###	E	EAST
■	BOUNDARY LINE	FOUND FROM PERMANENT	###	W	WEST
---	LOT LINE, JULY DATE	FOUND FROM PERMANENT	###	E	EAST
---	SECTION LINE, JULY DATE	FOUND FROM PERMANENT	###	W	WEST
---	EXISTING EASEMENT LINE	P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT			
---	PROPOSED EASEMENT LINE	L.E. LANDSCAPE EASEMENT			
---		SQ. FT.			
---		R			
---		R			

APPROXIMATIONS

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

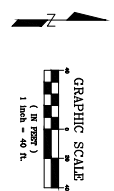
NAME: McNAUGHTON DEVELOPMENT INC
 115220 JACKSON ST, SUITE 101
 BURR RIDGE, ILLINOIS 60527

Send all future tax bills to:

MANAUGHTON DEVELOPMENT INC
 115220 JACKSON ST, SUITE 101
 BURR RIDGE, ILLINOIS 60527

RESERVED FOR: WILL COUNTY RECORDER

NO.	DATE	REVISIONS	BY
1	02-11-19	PER CITY OF NAPERVILLE REVIEW	DSR
2	03-04-19	PER CITY OF NAPERVILLE REVIEW	DSR



BASIS OF BEARING
 THE BASIS OF BEARING OF THE RECORDED RIVER RUN UNIT 5, PARCEL 100, IS:
 N 00° 21' 53" E

PARCEL IDENTIFICATION
 PARCEL ONE: 07-01-14-300-005
 PARCEL TWO: 07-01-14-300-010

LOT & RIGHT OF WAY AREA DATA

LOT NUMBER	GROSS AREA	RIGHT OF WAY AREA
LOT 1	17,487 SQ. FT.	67,623 SQ. FT.
LOT 2	13,248 SQ. FT.	140,712 SQ. FT.
LOT 3	13,248 SQ. FT.	140,712 SQ. FT.
LOT 4	13,248 SQ. FT.	140,712 SQ. FT.
LOT 5	13,248 SQ. FT.	140,712 SQ. FT.
LOT 6	13,248 SQ. FT.	140,712 SQ. FT.
LOT 7	13,248 SQ. FT.	140,712 SQ. FT.
LOT 8	13,248 SQ. FT.	140,712 SQ. FT.
LOT 9	13,248 SQ. FT.	140,712 SQ. FT.
LOT 10	13,248 SQ. FT.	140,712 SQ. FT.

- GENERAL NOTES**
1. ALL MEASUREMENTS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE MEASURED TO THE CENTER OF THE ROAD.
 3. ALL DIMENSIONS ARE MEASURED TO THE CENTER OF THE ROAD.
 4. ALL DIMENSIONS ARE MEASURED TO THE CENTER OF THE ROAD.
 5. THERE SHALL BE AT LEAST ONE VEHICULAR ACCESS TO EACH ROAD FROM EACH SIDE OF THE ROAD.
 6. ALL OTHER ACCESSORIES SHALL BE FROM INTERNAL CIRCULATION.
 7. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF NAPERVILLE.
 8. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF NAPERVILLE.
 9. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF NAPERVILLE.

	DESIGNTEK ENGINEERING, INC. CONSULTING, CIVIL, ENGINEERING & LAND SURVEYING 9930 W. 190TH STREET, SUITE L MOKENA, ILLINOIS 60448 (708) 326-4961 FAX: (708) 326-4692	PLAT OF SUBDIVISION FOR THE ENCLAVE ON BOOK EXHIBIT C NAPERVILLE, ILLINOIS	McNAUGHTON DEVELOPMENT 115220 JACKSON ST. SUITE 101 BURR RIDGE, ILLINOIS 60527 630-325-3400	REVISIONS NO. DATE DESCRIPTION BY 1 02-11-19 PER CITY OF NAPERVILLE REVIEW DSR 2 03-04-19 PER CITY OF NAPERVILLE REVIEW DSR
	PROJECT INFORMATION PROJECT NO.: 19-0250 SHEET NO. 1 OF 2 DATE: 03-04-19 DRAWN BY: DSR CHECKED BY: DSR	IL Prof. Lic. No.: 184-003740	1 OF 2	1 OF 2

EXHIBIT C

AGE VERIFICATION ADDENDUM

This addendum (“**Addendum**”) amends and supplements the purchase and sale, lease, or rental agreement, as applicable, entered into on the _____ day of _____, 20____ (hereinafter “**Agreement**”) between _____ (Hereinafter “**Seller / Owner / Lessor**”) and _____ (Hereinafter “**Purchaser / Lessee**”¹) for the purchase, lease, or rental of property located at _____ (hereinafter “**Property**” or “**Dwelling Unit**”). Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Agreement. If there is a conflict between the terms of this Addendum and the Agreement, this Addendum will prevail.

THE ENCLAVE ON BOOK SUBDIVISION IS INTENDED TO BE OPERATED AS AN AGE RESTRICTED DEVELOPMENT FOR OCCUPANCY PRIMARILY BY PERSONS FIFTY-FIVE (55) YEARS OF AGE OR OLDER. SELLER, OWNER, LESSOR OR THE ENCLAVE ON BOOK HOMEOWNER’S ASSOCIATION IS OBTAINING THIS AGE VERIFICATION IN ACCORDANCE WITH THE HOUSING FOR OLDER PERSONS ACT (HOPA), THE REQUIREMENTS OF THE ENCLAVE ON BOOK SUBDIVISION AGE RESTRICTION COVENANT, AND LOCAL ZONING RESTRICTIONS.

The Age-Restriction Covenant stipulates additional restrictions with respect to required occupancy by individuals aged 55 years of age or older.

Acknowledgement of Occupancy Requirements: Purchaser / Lessee declares: (i) Purchaser / Lessee meets the minimum age requirements for the Enclave on Book Subdivision and it is Purchaser’s / Lessee’s motive, purpose, and intent in renting/leasing the Property referenced above to use and occupy the Property; or (ii) Purchaser / Lessee shall cause it to be occupied by persons who meet the minimum age requirements for the Enclave on Book Subdivision. Purchaser / Lessee acknowledges receipt of a copy of the Enclave on Book Subdivision Age Restriction Covenant, has reviewed the Covenant, and hereby agrees to abide by said Covenant. Upon request, a copy of this Addendum shall be provided to the City of Naperville, Indian Prairie Community Unit School District No. 204, or other governmental authority, within seven (7) business days to verify compliance with applicable regulations.

Purchaser / Lessee acknowledges that the Age-Restriction Covenant prohibits persons under the age of twenty-two (22) years from residing in any Dwelling Unit, and further prohibits persons under the age of twenty-two (22) years from being a guest of a resident in any Dwelling Unit between May 15 and August 15 of each year, but that during the remainder of the year persons under the age of twenty-two (22) may visit a resident’s home for a maximum thirty (30) days of which no more than fourteen (14) may be consecutive. Purchaser / Lessee acknowledges that violation of these provisions shall constitute a violation of the Age Restriction Covenant.

¹ For the purposes of this Addendum “Lessee” shall include sublessees, and any individual renting or otherwise occupying the Property.

EXHIBIT C

Purchaser / Lessee further acknowledges that any resident, occupant, or owner of any Dwelling Unit who enrolls, attempts to enroll, or assists in any way in enrolling any person under the age of twenty-two (22) in any school in Indian Prairie Community Unit School District No. 204 shall be in violation of the Age Restriction Covenant unless such enrollment is approved in writing by the School District.

The penalties for violations of the Age Restriction Covenant are set forth in the Covenant which is available for your review.

Age Certification: Purchaser / Lessee certifies that: (i) the person(s) age fifty-five (55) or older listed below shall occupy the Dwelling Unit, and (ii) the documentation listed below, which is used to verify the age(s) of all occupants of the Dwelling Unit, is valid and correct.

Name	Form of Identification	Age

Purchaser / Lessee acknowledge that upon a sale, assignment of, lease, sublease, or rental of the Dwelling Unit, to the extent that it may be permitted under the Agreement, at least one (1) occupant of the Dwelling Unit shall be fifty-five (55) years of age or older and Purchaser / Lessee shall deliver to any subsequent Purchaser / Lessee the Enclave on Book Subdivision Age Restriction Covenant.

Valid forms of identification include driver’s license, birth certificate, passport, immigration card, military identification, or other similar evidence. A copy of the identification document will not be accepted for the purposes of age verification.

Dated this _____ day of _____, 2____

PURCHASOR(S) / LESSEE(S):

EXHIBIT D



Business Office
Jay Strang, Chief School Business Official

April 9, 2019

VIA ELECTRONIC MAIL

Ms. Patricia Lord
Senior Assistant City Attorney
City of Naperville Law Dept.
400 S. Eagle St.
Naperville, IL 60540

Re: Enclave at Book Road Age Restriction Covenant

Dear Ms. Lord:

I am writing to inform you that the Age Restriction Covenant submitted to the district for the Enclave at Book Road is acceptable to Indian Prairie School District 204. We appreciate that the ten homes will be age restricted and we will enforce the covenant under section 2a should students attempt to enroll in our schools from this area.

Please let me know if you need any additional information.

Regards,

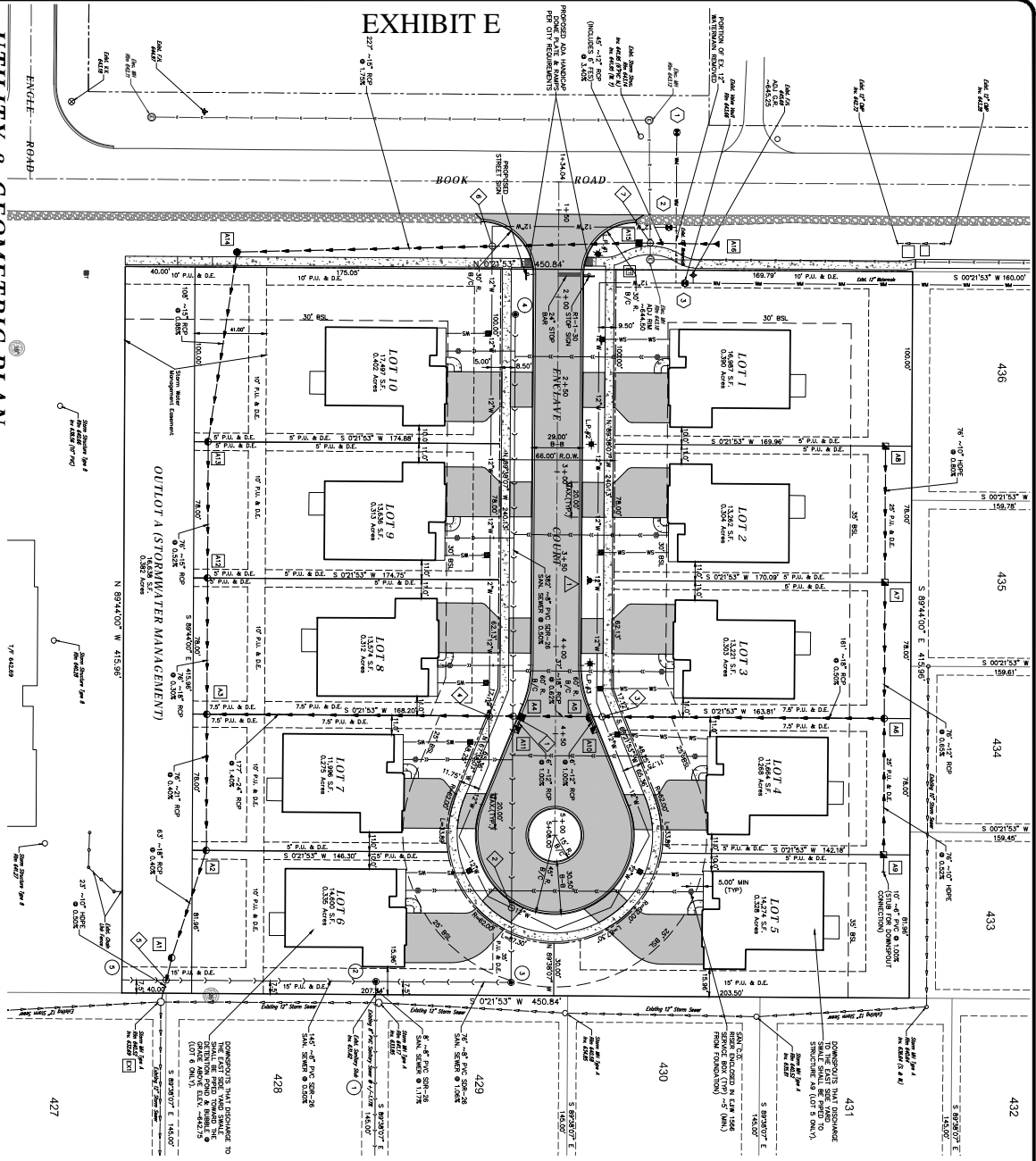
A handwritten signature in blue ink that reads "Jay Strang".

Jay Strang
Chief School Business Official

EXHIBIT E

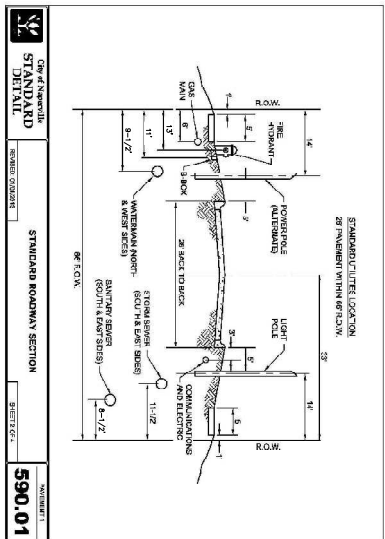
UTILITY & GEOMETRIC PLAN

- 1) VERTICAL ACCESS SHALL NOT BE ALLOWED FROM BOOK ROAD ONTO LOTS 1 AND 10.
- 2) ALL WATER SERVICES ARE 15" TR. T. COOPER.
- 3) FROM FOUNDATION WALL.
- 4) DRAWINGS MUST BE A MINIMUM OF 5' FROM THE INDICATED.
- 5) ALL PERMITS MUST BE APPROVED. THOSE WHICH INCLUDE A PLANNED DD SECTION.
- 6) UNDERGROUND UTILITIES SHALL BE IDENTIFIED BY THE PROPERTY OWNER.
- 7) ALL UTILITIES SHALL BE IDENTIFIED BY THE PROPERTY OWNER.
- 8) UNDERGROUND UTILITIES SHALL BE IDENTIFIED BY THE PROPERTY OWNER.
- 9) UNDERGROUND UTILITIES SHALL BE IDENTIFIED BY THE PROPERTY OWNER.



UTILITY CROSSING INFORMATION

1. UTILITY	2. CROSSING METHOD	3. CROSSING POINT	4. CROSSING TYPE
1. UNDERGROUND	UNDERGROUND	UNDERGROUND	UNDERGROUND
2. ABOVEGROUND	OVERHEAD	OVERHEAD	OVERHEAD
3. UNDERGROUND	UNDERGROUND	UNDERGROUND	UNDERGROUND
4. ABOVEGROUND	OVERHEAD	OVERHEAD	OVERHEAD
5. UNDERGROUND	UNDERGROUND	UNDERGROUND	UNDERGROUND
6. ABOVEGROUND	OVERHEAD	OVERHEAD	OVERHEAD
7. UNDERGROUND	UNDERGROUND	UNDERGROUND	UNDERGROUND
8. ABOVEGROUND	OVERHEAD	OVERHEAD	OVERHEAD
9. UNDERGROUND	UNDERGROUND	UNDERGROUND	UNDERGROUND
10. ABOVEGROUND	OVERHEAD	OVERHEAD	OVERHEAD



- ### STORM SEWER GRATES
- SEE DETAILS ON SHEETS 18 AND 19
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- ### WATER VALVE VAULTS
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STANDARD DETAIL

590.01

NO.	DATE	DESCRIPTION	BY	CHK
1	02-15-19	PER CITY REVIEW		
2	03-07-19	PER CITY REVIEW		

DESIGN/TEK ENGINEERING, INC.
 CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
 9930 W. 190TH STREET, SUITE L
 MOKENA, ILLINOIS 60448
 (708) 326-4961
 FAX: (708) 326-4962
 IL PROJ. LIC. NO.: 184-003740

FINAL ENGINEERING PLANS
 FOR
 THE ENCLAVE ON BOOK
 ROAD
 BURR RIDGE, ILLINOIS 60527
 (630) 325-3400

McNAUGHTON DEVELOPMENT
 115220 JACKSON ST. SUITE 101
 BURR RIDGE, ILLINOIS 60527
 (630) 325-3400

PROJECT INFORMATION
 Project No.: 18-005
 Scale: 1" = 30'
 Date: 01-18-2019
 Design By: SCS
 Drawn By: SCS
 Checked By: SCS

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UTILITY & GEOMETRIC PLAN