

Created: 5/30/2024  
Last revised: May 30, 2024, June 19, 2024,  
July 8, 2024

**CURRENT UNINCORPORATED ADDRESS:**  
1081 PARKSIDE ROAD  
NAPERVILLE, IL 60540

**CITY OF NAPERVILLE ADDRESS:**  
(Upon Annexation)  
1075 PARKSIDE ROAD  
NAPERVILLE, IL 60540

**P.I.N.**  
08-19-218-022

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

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**ANNEXATION AGREEMENT**  
**FOR 1081 (1075) PARKSIDE ROAD**

THIS ANNEXATION AGREEMENT (“**Agreement**”) is entered between the CITY OF NAPERVILLE, an Illinois municipal corporation and home rule unit of local government under the statutes and Constitution of the State of Illinois, with offices at 400 South Eagle Street, Naperville, Illinois 60540, (hereinafter referred to as the “**CITY**”) and Daniel Popiela and Rachel Popiela, having an address of 2 Carr 459 KM 12.4 Bo Jobos, Isabela, Puerto Rico 00662 (hereinafter together referred to as the “**OWNER AND DEVELOPER**”). The CITY and OWNER AND DEVELOPER are together hereinafter referred to as the “**parties**” and sometimes individually as “**party**”. In addition, this Agreement is entered into between the CITY, the OWNER AND DEVELOPER, and Mathieson House, LLC, an Illinois limited liability company D/B/A M House (hereinafter referred to “**M HOUSE**”) solely for the purposes of the provisions of Section S10 hereof.

**RECITALS**

1. **WHEREAS**, the OWNER AND DEVELOPER is the owner of record of all of the real property described in **EXHIBIT A**, currently having a common address in unincorporated DuPage

County of 1081 Parkside Road (which address will become 1075 Parkside Road upon annexation to the CITY) , 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**, OWNER AND DEVELOPER hired M HOUSE to construct a single-family home and install certain other improvements on the SUBJECT PROPERTY; and

3. **WHEREAS**, the OWNER AND DEVELOPER have signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk for the SUBJECT PROPERTY; and

4. **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

5. **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

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

7. **WHEREAS**, in addition to the matters specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the R1A 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

8. **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.

G11.4 This provisions of this Section G11.0 and each subpart hereof shall survive the expiration or termination of this Agreement.

**G12.0 ELECTRICAL UTILITY SERVICE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **G20.0 CONTINUING RESPONSIBILITY.**

G20.1 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 expiration or termination of this Agreement.

**G21.0 SEVERABILITY.**

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

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

**G22.0 NOTICES.**

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

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

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

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

**G24.0 FORCE MAJEURE.**

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

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 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 benefiting 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 benefiting 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 OWNER AND DEVELOPER 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.

### **G39.0 REMEDIES CUMULATIVE.**

G39.1 The rights and remedies of the parties to this Agreement, whether provided by law and/or specified in this Agreement, shall be cumulative, and the specification or exercise of any one or more of such remedies shall not preclude the exercise by such party, at that time or different times, of any other such remedies as that party deems appropriate.

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

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

### **S1.0 ANNEXATION AND ZONING.**

S1.1 The Zoning Classification for the SUBJECT PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall be R1A Low Density Single-Family Residence District.

S1.2 A plat of annexation prepared by Civil & Environmental Consultants, Inc., dated April 11, 2024, last revised May 22, 2024, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT B.**

### **S2.0 ANNEXATION FEES.**

S2.1 The Annexation Fee calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code for the SUBJECT PROPERTY is \$4,000.00, which has been paid in full.

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

S3.1   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:

Water Main Recapture Fee: \$3,367.50

Due: Recordation of Preliminary/Final Plat of Subdivision

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

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

**IF TO THE CITY:**

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

**WITH COPIES TO:**

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

**IF TO THE OWNER AND DEVELOPER:**

Daniela Popiela & Rachel Popiela  
2 Carr 459 KM 12.4 Bo Jobos  
Isabela, Puerto Rico 00662

**WITH COPIES TO:**

Rosanova & Whitaker, Ltd.  
Attn: Eric Prechtel  
445 Jackson Ave, Suite 200  
Naperville, IL 60540

**S5.0   EXISTING STRUCTURES.**

S5.1   Existing structures located on the SUBJECT PROPERTY shall be demolished no later than ninety (90) days after recordation of this Agreement ("DEMOLITION

**TIMEFRAME”**) unless a different timeframe is agreed to in writing by the CITY Zoning Administrator. The OWNER AND DEVELOPER shall apply for and obtain a demolition permit from the CITY prior to commencement of any demolition work. OWNER AND DEVELOPER shall provide written notice to the CITY Zoning Administrator (which may be submitted by email) within seven (7) days of completion of the demolition.

S5.2 If demolition is not accomplished within the DEMOLITION TIMEFRAME, or any extension thereof approved in writing by the CITY Zoning Administrator, the OWNER AND DEVELOPER shall cause CITY inspection of all structures on the SUBJECT PROPERTY to occur, and within ninety (90) days after the expiration of the DEMOLITION TIMEFRAME, shall have said structures brought into conformity with all then applicable requirements set forth or referenced in the Naperville Municipal Code, as amended from time to time. Failure to cause the CITY inspection and to bring structures on the SUBJECT PROPERTY into conformity with requirements set forth or referenced in the Naperville Municipal Code as set forth above shall be deemed an ordinance violation for each day the violation continues and subject to prosecution as such.

#### **S6.0 SCHOOL AND PARK DONATIONS.**

S6.1 As the SUBJECT PROPERTY is improved with one (1) single-family residence which will be demolished and replaced with one (1) single-family residence and no additional structures are contemplated as part of the “Preliminary/Final Plat of Subdivision of 1075 Parkside Road Subdivision”, no school and park donations will be required for the SUBJECT PROPERTY.

#### **S7.0 SIDEWALKS.**

S7.1 The provisions of Section G6.0 of this Agreement notwithstanding, the OWNER AND DEVELOPER shall have no obligation to construct a sidewalk along the entire frontage of Parkside Road in accordance with the Comprehensive Sidewalk Policy since there is currently sidewalk across the frontage. OWNER AND DEVELOPER shall repair any sidewalk damaged along the frontage of Parkside Road during demolition or construction on the SUBJECT PROPERTY within ninety (90) days of notice issued by the City Engineer, or any other timeframe agreed to in writing by the City Engineer. Said notice may be issued either to OWNER AND DEVELOPER or to Rosanova & Whitaker, Ltd.. Failure to replace damaged sidewalk in conformity with the notice issued by the City Engineer may result in the City’s refusal to issue any

additional permits for the SUBJECT PROPERTY until said work is performed to the satisfaction of the City Engineer and shall be deemed an ordinance violation for each day the sidewalk is not replaced after the timeframe set forth above and subject to prosecution as such.

#### **S8.0 PARK DISTRICT ANNEXATION**

S8.1 Notwithstanding the provisions of Section G4.0, the SUBJECT PROPERTY is currently within the boundary of the Naperville Park District; therefore, annexation to the Park District is not required.

#### **S9.0 ROAD IMPROVEMENT FEE**

S9.1 The OWNER AND DEVELOPER shall pay to the CITY a road improvement fee in the amount of \$24,375.00 (75 feet of frontage on Parkside at \$325 per lineal foot), which is the proportionate cost for the roadway improvements to be made adjacent to the SUBJECT PROPERTY on Parkside Road. Said sum is due prior to the recordation of the Ordinance annexing the SUBJECT PROPERTY and prior to recordation of this Agreement.

#### **S10.0 SANITARY SEWER MAIN INSTALLATION.**

S10.1 The property to the east of the SUBJECT PROPERTY, (which will have an address of 1079 Parkside Road upon annexation to the CITY; hereinafter the “**1079 PARKSIDE PROPERTY**”), is the subject of a separate CITY ordinance and a separate annexation agreement annexing said property to the CITY. Both the SUBJECT PROPERTY and the 1079 PARKSIDE PROPERTY need CITY sanitary sewer main extended to serve each property. The OWNER AND DEVELOPER of the SUBJECT PROPERTY and M HOUSE jointly agree to the provisions set forth in this Section 10, and M HOUSE has executed this Agreement for the limited purpose of joining in the obligations and benefits set forth in this Section 10 and each subpart hereof.

S10.2 M HOUSE shall, at its sole cost, design and construct a sanitary manhole, and an eight-inch (8") diameter sanitary sewer main extension from the west property line of the SUBJECT PROPERTY (1075 Parkside Road) to the east property line of the 1079 PARKSIDE PROPERTY as depicted on the Final Engineering Plans attached hereto as **EXHIBIT C** (hereinafter referred to as “**ON-SITE SANITARY SEWER MAIN**”). OWNER AND DEVELOPER and M HOUSE shall be jointly and severally responsible for all costs associated with that portion of the ON-SITE SANITARY SEWER MAIN located on the SUBJECT PROPERTY. M HOUSE may seek reimbursement from the owner of the 1079 PARKSIDE

PROPERTY for that portion of the ON-SITE SANITARY SEWER MAIN located on the 1079 PARKSIDE PROPERTY.

S10.3 The OWNER AND DEVELOPER of the SUBJECT PROPERTY (1075 Parkside Road) and M HOUSE shall be jointly and severally responsible and liable to design and construct an eight-inch (8") diameter sanitary sewer main extension and sanitary manhole from the western terminus of the ON-SITE SANITARY SEWER MAIN of the SUBJECT PROPERTY (1075 Parkside Road) one hundred and seventy-five feet (175') to the western edge of 1061 Parkside Road as depicted on the Final Engineering Plans attached hereto as **EXHIBIT C** (hereinafter referred to as "**OFF-SITE SANITARY SEWER MAIN**"). In addition to the SUBJECT PROPERTY, said OFF-SITE SANITARY SEWER MAIN shall also be available to serve the 1079 PARKSIDE PROPERTY and the two properties currently addressed as 1061 Parkside Road and 1071 Parkside Road currently located in unincorporated DuPage County. Upon annexation of 1061 Parkside Road and/or 1071 Parkside Road to the CITY, the CITY shall require reimbursement to the CITY for their respective pro rata shares of the OFF-SITE SANITARY SEWER MAIN based on linear footage of the frontages of said properties.

S10.4 Together the ON-SITE SANITARY SEWER MAIN AND OFF-SITE SANITARY SEWER MAIN are referred to as the "SEWER MAIN IMPROVEMENTS".

S10.5 OWNER AND DEVELOPER and M HOUSE agree that the SEWER MAIN IMPROVEMENTS will be constructed by OWNER AND DEVELOPER and M HOUSE, and inspected and approved by the CITY, prior to issuance of any temporary or final occupancy permits for the SUBJECT PROPERTY or for the 1079 PARKSIDE PROPERTY.

S10.6 The CITY agrees to reimburse M HOUSE for the costs of the OFF-SITE SANITARY SEWER MAIN as set forth and referenced herein. The CITY shall make said reimbursement as a single lump sum payment within thirty (30) days of the acceptance of the OFF-SITE SANITARY SEWER MAIN by the City Council as set forth in this Agreement and subject to the provisions of Section 7-3-6 of the Naperville Municipal Code and each subpart thereof. The OFF-SITE SANITARY SEWER MAIN cost is estimated as shown on the Engineer's Opinion of Probable Construction Costs, attached hereto as **EXHIBIT D**.

S10.6.1 Contract Prices. Contract unit prices for the OFF-SITE SANITARY SEWER improvements shall be obtained by the OWNER AND DEVELOPER and M HOUSE as provided in section 7-3-6 of the Naperville Municipal

Code and provided by email to the City Engineer. The CITY shall review said contract unit prices and advise of any objection thereto within thirty (30) days of submittal thereof to the City Engineer.

**S10.6.2 Compliance with the Prevailing Wage Act.** The installation SEWER MAIN IMPROVEMENTS constitute 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 and M HOUSE shall require all contractors and subcontractors performing the SEWER MAIN IMPROVEMENTS 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).

**S10.7 Acceptance of SEWER MAIN IMPROVEMENTS.** The City hereby agrees to accept the SEWER MAIN IMPROVEMENTS: (i) after the SEWER MAIN IMPROVEMENTS have been installed by the OWNER AND DEVELOPER and M HOUSE and have been 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 and M HOUSE for said SEWER MAIN IMPROVEMENTS in a form approved by the CITY. Upon acceptance of said SEWER MAIN IMPROVEMENTS by the CITY, the CITY shall be the owner thereof and shall thereafter be responsible for their maintenance, repair and replacement.

**S10.8** Notwithstanding any other provision of this Agreement, if an amendment to the provisions of this Section 10 is needed for any reason, said amendment may be considered solely by the Naperville City Council without any requirement for publication of an amendment to this Agreement or for a hearing by the Planning and Zoning Commission.

**S10.9** The provisions of this Section S10 modify the provisions set forth in Section G8.1 hereof.

S10.10 The provisions of Section S10.0, and each subsection hereof, shall survive the expiration or termination of this Agreement.

**S11.0 CAPPING OF THE EXISTING WELL AND TERMINATION OF SEPTIC**

S10.1 A well and a septic field currently exist on the SUBJECT PROPERTY. Prior to connection of all or any portion of the SUBJECT PROPERTY to any CITY utility, OWNER AND DEVELOPER shall provide written evidence and documentation to the satisfaction of the City's Director of the City's Department of Utilities-Water/Wastewater demonstrating that: (i) the well has been capped and permanently abandoned per DuPage County Health Department regulations then in effect and is no longer being used for any purpose; and (ii) that the septic field has also been terminated and capped per DuPage County Health Department regulations then in effect. Failure to comply with either of these requirements shall entitle the CITY to deny issuance of future building permits for the SUBJECT PROPERTY and shall each be deemed an ordinance violation for each day the violation(s) continue and subject to prosecution as such. The provisions of this Section S11.1 shall survive the expiration or termination of this Agreement.

**S12.0 SETBACKS.**

S12.1 The CITY acknowledges and agrees the boundary lines of the SUBJECT PROPERTY were established by deed division, assessment plat, or metes and bounds description prior to 1989 and thus the OWNER AND DEVELOPER maintains the ability to utilize the pre-1989 setbacks at the SUBJECT PROPERTY pursuant to Section 7-2-5:2.5 of the Naperville Municipal Code.

**S13.0 EFFECTIVE DATE.**

S13.1 The effective date ("EFFECTIVE DATE") of this Agreement shall be the Ordinance approving this Agreement as approved by the Naperville City Council.

**IN WITNESS WHEREOF**, the parties set their hands and seals as of the EFFECTIVE DATE set forth in Section S13.1 hereof.

/SIGNATURES ON FOLLOWING PAGES/

**CITY OF NAPERVILLE**

By: \_\_\_\_\_

Scott A. Wehrli  
Mayor

Attest

By: \_\_\_\_\_

Dawn C. Portner  
City Clerk

State of Illinois      )  
                            )  
County of DuPage    )

The foregoing instrument was acknowledged before me by Scott A. Wehrli, Mayor, and Dawn C. Portner, City Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Notary Public

-seal-

**OWNER AND DEVELOPER/DANIEL POPIELA**

  
\_\_\_\_\_  
Daniel Popiela

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by Daniel Popiela this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

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

-seal-

**OWNER AND DEVELOPER/RACHEL POPIELA**

  
\_\_\_\_\_  
Rachel Popiela

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by Rachel Popiela this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

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

-seal-

**MATHIESON HOUSE, LLC D/B/A M HOUSE** for the limited purpose of joining in the obligations and benefits set forth in Section S10 of this Agreement.



By: Scott Mathieson

Its: OWNER

State of Illinois )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ this  
\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

## Notary Public

-seal-

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

## **LEGAL DESCRIPTION**

THE EAST 75 FEET OF THE WEST 150 FEET OF LOT 8 IN BLOCK 6 IN ARTHUR T. MCINTOSH AND CO'S NAPERVILLE ESTATES, BEING A SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1927 AS DOCUMENT 236013, IN DUPAGE COUNTY, ILLINOIS

ALSO DESCRIBED AS: LOT 2 IN OVER CASH'S THIRD PLAT OF SURVEY OF LOT 8 IN BLOCK 6 IN ARTHUR T. MCINTOSH AND CO'S NAPERVILLE ESTATES, BEING A SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1954 AS DOCUMENT 733068, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1081 Parkside Road, Naperville, IL 60540

PIN: 08-19-218-022



BASIS OF BEARINGS:  
NSRS 2011 ILLINOIS STATE PLANE -  
EAST ZONE

# PLAT OF ANNEXATION FOR 1081 PARKSIDE ROAD NAPERVILLE, ILLINOIS

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

## SURVEYOR'S NOTES:

- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- BASIS OF BEARINGS: THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON NSRS 2011 ILLINOIS STATE PLANE - EAST ZONE, VRS OBSERVATIONS.
- PROPERTY IS WITHIN THE NAPERVILLE PARK DISTRICT LIMITS AS SHOWN ON NAPERVILLE PARK DISTRICT MAP DATED JANUARY, 2020.
- THERE ARE HABITABLE STRUCTURES WITH NO ELECTORS ON THE PROPERTY ANNEXED HEREBY.

## ABBREVIATIONS:

REC.	RECORD DATA
MEAS.	MEASURED DATA
DEED	DEEDED DATA
R.	RADIUS
A.	ARC DATA
ROW	RIGHT OF WAY
PL	PROPERTY LINE
CL	CENTERLINE
PU & DE	PUBLIC UTILITY & DRAINAGE EASEMENT
I.P.	IRON PIPE

LEGEND:	
—	PROPERTY LINE
—	ADJACENT PROPERTY LINE
—	BUILDING SETBACK LINE
—	RIGHT-OF-WAY CENTERLINE
—	EXISTING EASEMENT
—	EXISTING NAPERVILLE CORPORATE LIMITS
—	ANNEXATION BOUNDARY
●	MONUMENTATION FOUND

## CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS } ss  
COUNTY OF DUPAGE }  
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY  
OF NAPERVILLE, ILLINOIS, AT A MEETING HELD

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

BY: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

## DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } ss  
COUNTY OF DUPAGE }  
THIS INSTRUMENT \_\_\_\_\_, WAS FILED FOR  
RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS,

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

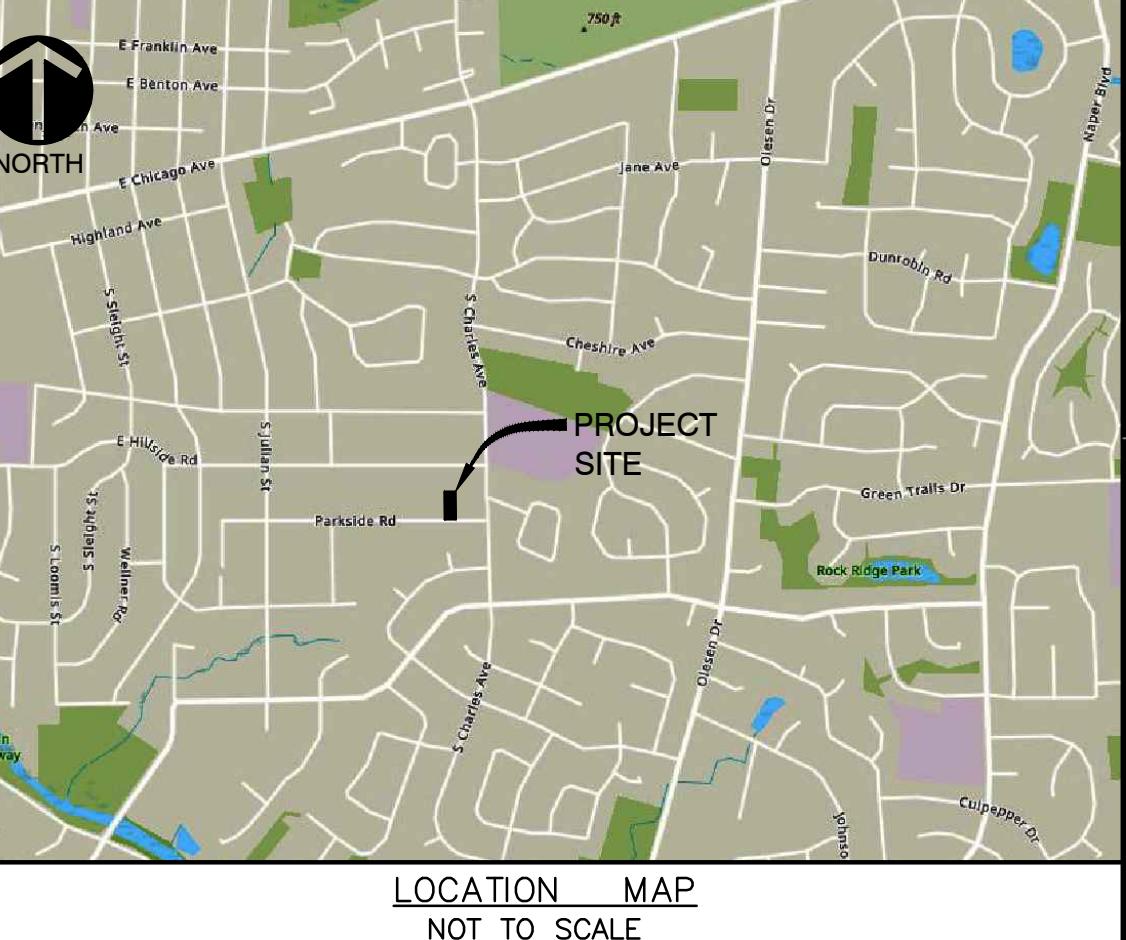
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

RECORDER OF DEEDS

AREA SUMMARY		
GROSS LOT AREA:	14,587 S.F. (0.335 ACRES)	
R.O.W. AREA:	4,950 S.F. (0.114 ACRES)	
TOTAL ANNEXATION AREA:	19,537 S.F. (0.449 ACRES)	

P.I.N.: 08-19-218-022  
FORMER ADDRESS: 1081 PARKSIDE ROAD  
NAPERVILLE, IL 60540  
NEW ADDRESS: 1075 PARKSIDE ROAD  
NAPERVILLE, IL 60540

THIS PLAT HAS BEEN SUBMITTED FOR  
RECORDING BY AND RETURN TO:  
NAME: NAPERVILLE CITY CLERK  
400 SOUTH EAGLE STREET  
NAPERVILLE, IL 60540



LOCATION MAP  
NOT TO SCALE

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } ss  
COUNTY OF MARION }

I, TERRY D. WRIGHT, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR,  
HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM FIELD SURVEYS  
AND EXISTING PUBLIC RECORDS FOR THE PURPOSE OF ANNEXING THE  
FOLLOWING DESCRIBED PROPERTY TO THE CITY OF NAPERVILLE, ILLINOIS AND  
THE NAPERVILLE PARK DISTRICT.

THE EAST 75 FEET OF THE WEST 150 FEET OF LOT 8 IN BLOCK 6 IN  
ARTHUR T. MCINTOSH & CO'S NAPERVILLE ESTATES, BEING A  
SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE  
10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT  
THEREOF RECORDED MAY 20, 1927 AS DOCUMENT 236013, IN DUPAGE  
COUNTY, ILLINOIS.

### ALSO DESCRIBED AS:

LOT 2 IN OVERCASH'S THIRD PLAT OF SURVEY OF LOT 8 IN BLOCK 6  
IN ARTHUR T. MCINTOSH & CO'S NAPERVILLE ESTATES, BEING A  
SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE  
10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT  
THEREOF RECORDED OCTOBER 11, 1954 AS DOCUMENT 733068, IN  
DUPAGE COUNTY, ILLINOIS.

### ALONG WITH,

THAT PART OF PARKSIDE ROAD HERETOFORE DEDICATED PER  
DOCUMENT 236013, RECORDED MAY 20 1927, BEGINNING AT THE  
SOUTHWEST CORNER OF SAID LOT 2; THENCE S00°02'59"E, 66.00 FEET  
TO THE SOUTHERLY RIGHT OF WAY OF SAID PARKSIDE ROAD; THENCE  
EASTERLY ALONG SAID RIGHT OF WAY LINE, 75.00 FEET; THENCE  
N00°02'59"W, 66.00 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID  
PARKSIDE ROAD AND SOUTHEAST CORNER OF SAID LOT 2; THENCE  
WESTERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

THIS PLAT HAS BEEN PREPARED BY CIVIL & ENVIRONMENTAL CONSULTANTS,  
INC., UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE  
CLIENT NOTED HEREON.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2024.

TERRY D. WRIGHT  
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 035-004007  
LICENSE VALID THROUGH NOVEMBER 30, 2024

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.  
530 E. OHIO STREET, SUITE G  
INDIANAPOLIS, IN 46204  
PH: 317-655-7777

\*HAND SIGNATURE ON FILE

REVISION RECORD		
NO	DATE	DESCRIPTION
1	05/22/2024	REVISED PER CITY OF NAPERVILLE COMMENTS DATED 5/22/24

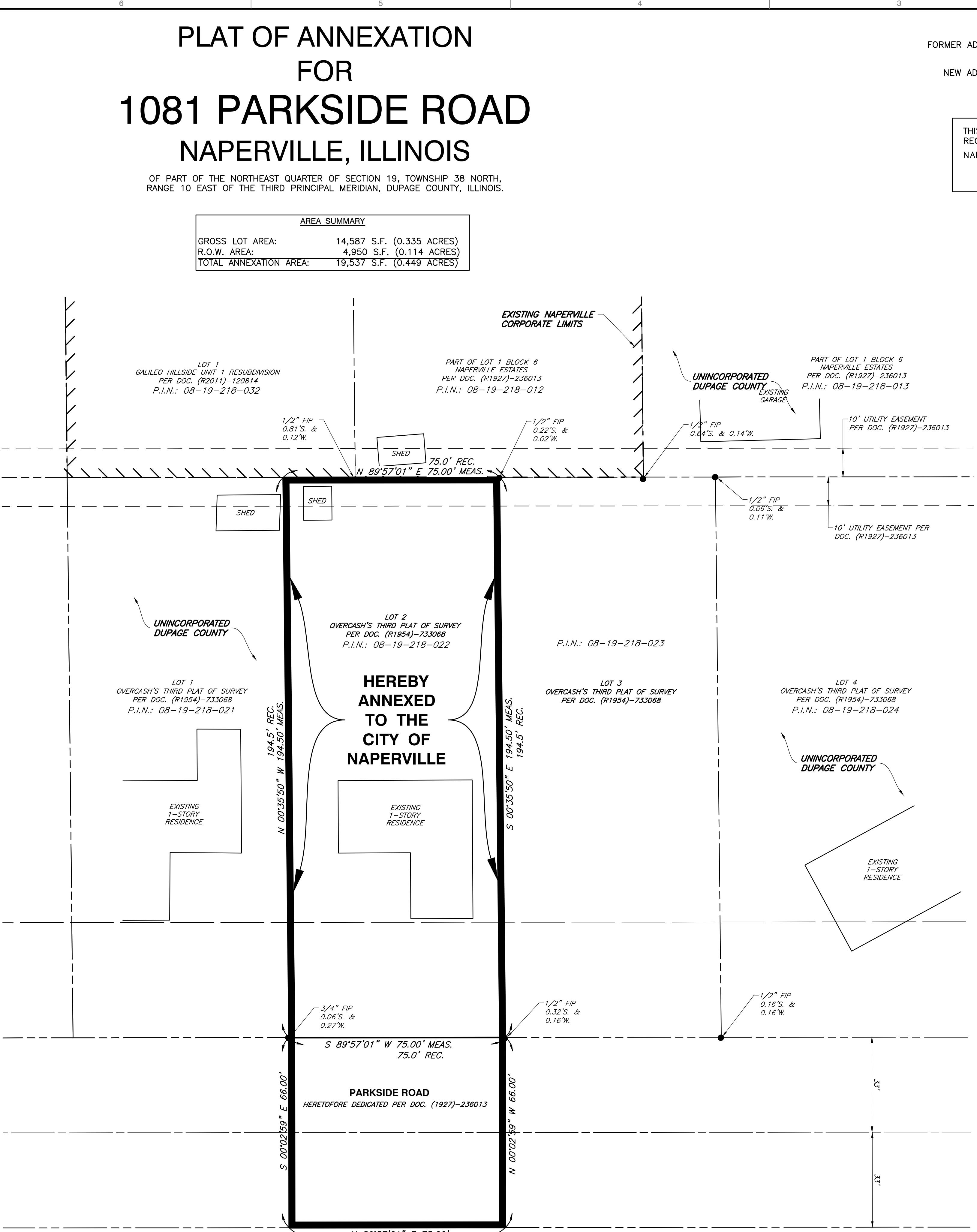
**CEC**  
Civil & Environmental  
Consultants, Inc.

1230 East Diehl Road  
Suite 200  
Naperville, IL 60563  
Ph: 630.963.6026  
www.cecinc.com

PREPARED FOR:  
M-HOUSE DEVELOPMENT  
710 E. OGDEN AVENUE, STE 250  
NAPERVILLE, ILLINOIS 60563

DRAWN BY: MAJ	CHECKED BY: MAJ	APPROVED BY: *TDW
DATE: APRIL 11, 2024	DWG SCALE: 1"=20'	PROJECT NO: 341-408
PLAT OF ANNEXATION 1081 PARKSIDE ROAD NAPERVILLE, ILLINOIS 60540		DRAWING NO: 1

CITY PROJECT NUMBER 24-1000047  
SCALE IN FEET  
0 20 40



# FINAL ENGINEERING PLANS

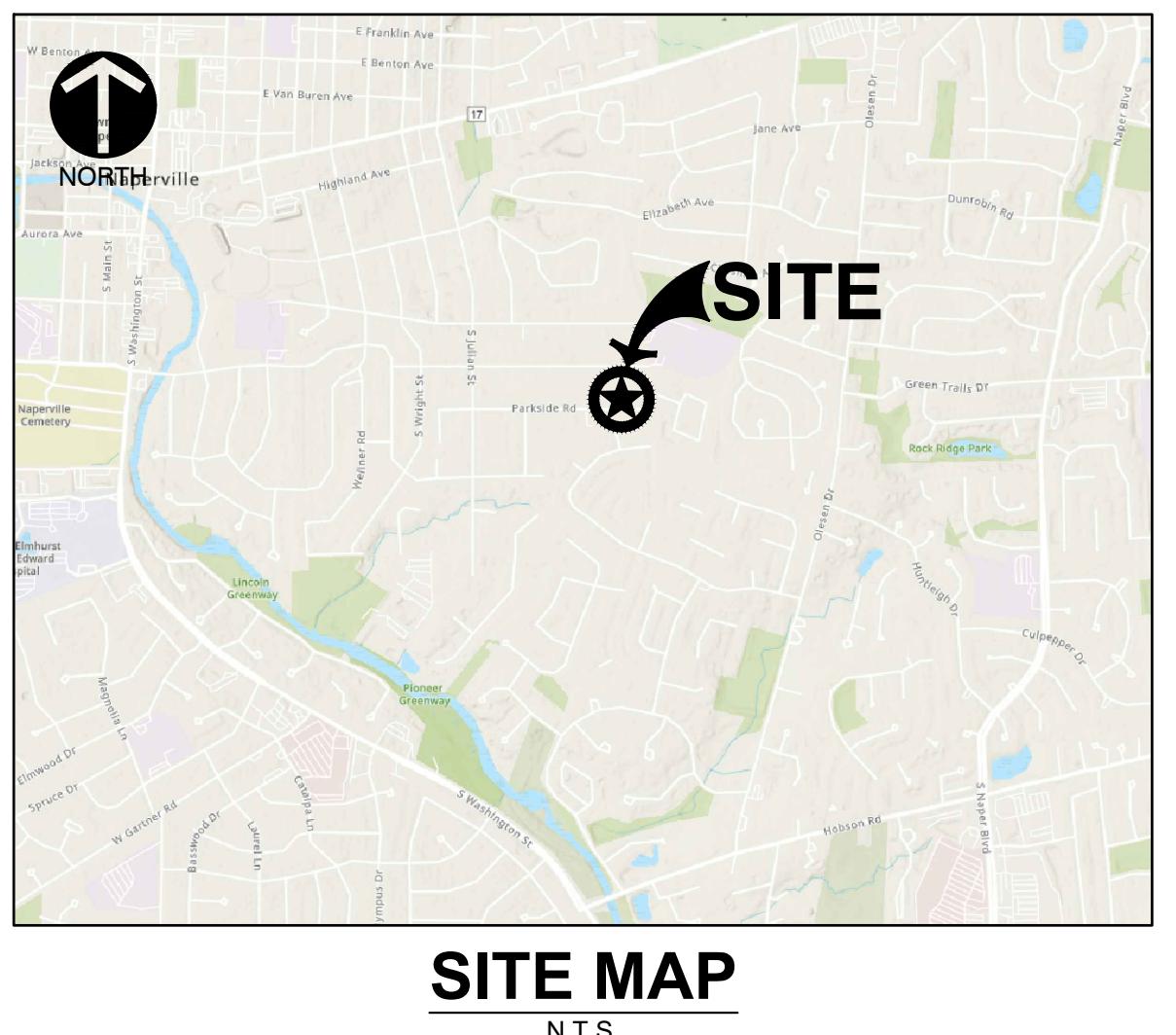
## 1075 AND 1079 PARKSIDE ROAD

### NAPERVILLE, ILLINOIS 60540



CITY OF NAPERVILLE  
Address: 1081 & 28w028 Parkside Rd  
Last Revision Date: 6/1/2024  
Approval Date: 7/5/2024

PROPOSED	EXISTING	DESCRIPTIONS
—	—	BOUNDARY PROPERTY LINE
—	—	PROPERTY LINE
—	—	RIGHT-OF-WAY
—	—	UNDERLYING PROPERTY LINE
—	—	CENTER LINE
—	—	EASEMENT LINE
—	—	SETBACK LINE
—	—	SECTION LINE
—	—	INDEX (MAJOR) CONTOUR
—	—	INTERMEDIATE (MINOR) CONTOUR
X-X	X-X	EXISTING FENCE LINE
/-/	/-/	EXISTING WOOD FENCE LINE
—	—	CURB
—	—	EDGE OF PAVEMENT
—	—	EDGE OF GRAVEL
—	—	PAVEMENT SHOULDER
—	—	STORM PIPE
—	—	DOWNSPOUT SERVICE LINE
—	—	WATER LINE
—	—	SANITARY SEWER LINE
—	—	PROPOSED FORCEMAIN
—	—	GAS LINE
—	—	OVERHEAD WIRE
—	—	ELECTRIC LINE
—	—	CABLE LINE
—	—	FIBER OPTIC LINE
—	—	TELEPHONE LINE
—	—	GUIDE RAIL
—	—	TREELINE
—	—	PROPOSED TRENCH BACKFILL
—	—	PROPOSED CONCRETE
—	—	PROPOSED PAVEMENT
—	—	PROPOSED RIPRAP
—	—	PROPOSED STRIPING
—	—	BUILDING
—	—	PROPOSED SLOPE LABEL
—	—	PROPOSED SPOT ELEVATION
—	—	TOP OF WALL ELEVATION
—	—	BOTTOM OF WALL ELEVATION
—	—	ON DRAIN FLAT ELEVATION
—	—	FLOWLINE ELEVATION
—	—	SANITARY MANHOLE
—	—	CLEANOUT
—	—	FLARED END SECTION
—	—	STORM MANHOLE
—	—	STORM CATCH BASIN (ROUND LID)
—	—	STORM CATCH BASIN (CURB LID)
—	—	STORM CURB INLET
—	—	STORM INLET (CIRCULAR)
—	—	STORM INLET (SQUARE)
—	—	STORM BEEHIVE INLET
—	—	STORM DRAIN OR DOWNSPOUT
—	—	WATER VALVE VAULT
—	—	WATER VALVE BOX
—	—	FIRE HYDRANT
—	—	ELECTRIC CONTROL CABINET (ABOVE GRADE)
—	—	ELECTRIC HANDHOLE
—	—	TRANSFORMER
—	—	ELECTRIC METER
—	—	LIGHT STANDARD
—	—	UTILITY POLE
—	—	TRAFFIC MANHOLE
—	—	TELEPHONE PULL BOX (FLUSH WITH GRADE)
—	—	TELEPHONE BOX/CABINET (ABOVE GRADE)
—	—	CABLE MANHOLE
—	—	FIBER OPTIC BOX/CABINET (ABOVE GRADE)
—	—	FIBER OPTIC MANHOLE
—	—	GAS LINE MARKER
—	—	MANHOLE (UNKNOWN)



SITE MAP  
N.T.S.

**BENCHMARKS:**

**REFERENCE:**

- BERNTSEN 3D TOP SECURITY MONUMENT, CONSISTING OF A 9/16" DIA. STAINLESS STEEL DATUM POINT ON THREADED 9/16" X 4' LONG ROD WITH GREASED TOP SECURITY SLEEVE AND 6" PVC PIPE WITH BMAC 6 ALUMINUM ACCESS COVER AT THE SOUTHEAST CORNER OF CHESHIRE LANE AND CHARLES STREET. (CITY OF NAPERVILLE BENCHMARK 1007)

ELEVATION=773.69 (NAVD88)

**SITE:**

- SET MAG NAIL SOUTH EDGE OF PAVEMENT OF PARKSIDE ROAD, 2' EAST OF THE EAST PROPERTY LINE OF LOT 3 EXTENDED.  
ELEVATION = 728.44'
- SET MAG NAIL SOUTH EDGE OF PAVEMENT OF PARKSIDE ROAD, 25' EAST OF THE EAST PROPERTY LINE OF LOT 2 EXTENDED.  
ELEVATION = 728.48'

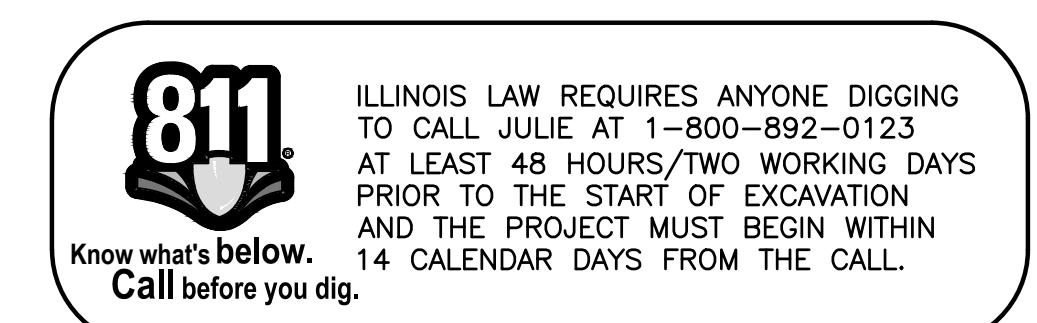
Sheet List Table	
Sheet Number	Sheet Title
C000	COVER SHEET
C001	SPECIFICATIONS - 1
C002	SPECIFICATIONS - 2
C003	SPECIFICATIONS - 3
C100	EXISTING CONDITIONS
C101	DEMOLITION PLAN
C200	DIMENSION PLAN
C300	GRADING PLAN
C500	UTILITY PLAN
C800	DETAILS - 1
C801	DETAILS - 2
C802	DETAILS - 3

REVISION RECORD		
NO	DATE	DESCRIPTION

1230 East Diehl Road  
Suite 200  
Naperville, IL 60563  
Ph: 630.963.6026  
www.cecinc.com

M HOUSE 828 LLC  
1075 AND 1079 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS 60540

COVER SHEET  
DRAWING NO.: C000  
DATE: MAY 31, 2024  
DWG SCALE: AS NOTED  
PROJECT NO.: 341-408  
APPROVED BY: JAMES G. CANEFF  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF ILLINOIS  
REGISTRATION NO. 062-046225  
EXPIRATION DATE: 04/30/2025



ILLINOIS LAW REQUIRES ANYONE DIGGING  
TO CALL JULIE AT 1-800-892-0123  
AT LEAST 48 HOURS/TWO WORKING DAYS  
PRIOR TO THE START OF EXCAVATION  
AND THE PROJECT MUST BEGIN WITHIN  
14 CALENDAR DAYS FROM THE CALL.

### PROJECT TEAM

**OWNER**

M HOUSE 828 LLC  
710 E. OGDEN AVENUE  
SUITE 250  
NAPERVILLE, ILLINOIS 60540  
PH: (630) 432-3752  
CONTACT: SCOTT MATHIESON

**ARCHITECT**

TORCH ARCHITECTURE  
300 E. 5TH AVENUE  
SUITE 102  
NAPERVILLE, ILLINOIS 60563  
PH: (630) 420-1900  
CONTACT: TIM WEISSENBORN, R.A.

**CIVIL ENGINEER**

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.  
1230 EAST DIEHL ROAD, SUITE 200  
NAPERVILLE, ILLINOIS 60563  
PH: (630) 963-6026  
FX: (630) 963-6027  
CONTACT: JIM CANEFF, P.E.

**REFERENCE**

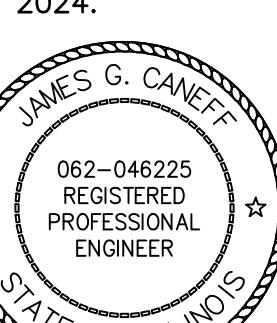
- EXISTING CONDITIONS ARE BASED UPON FIELD OBSERVATIONS MADE ON MARCH 15, 2024 BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
- FIELD DATUM: ILLINOIS STATE PLANE NSRS 2011, EAST ZONE- US SURVEY FOOT CITY OF NAPERVILLE DATUM NAVD 88.
- UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON FIELD OBSERVATIONS, ATLAS MAPS PROVIDED BY THE CITY OF NAPERVILLE AND THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY OF NAPERVILLE.

STATE OF ILLINOIS } SS  
COUNTY OF DUPAGE }

I, JAMES G. CANEFF, AN ILLINOIS PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM NO. 184.004002, LICENSE EXPIRES APRIL 30, 2025, UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED BELOW. REPRODUCTION OR USE BY THIRD PARTIES IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED.

GIVEN UNDER MY HAND AND SEAL THIS 21ST DAY OF JUNE, 2024.

James G. Caneff  
ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 46225  
REGISTRATION VALID THROUGH 04/30/2025



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CITY PROJECT NUMBER 24-1000047

# PROJECT TECHNICAL SPECIFICATIONS



CITY OF NAPERVILLE  
Address: 1061 & 26028 Parkside Rd

Last Revision Date: 6/2/2024

Approved Date: 7/5/2024

## 1. GENERAL NOTES

### A. DEFINITIONS

- (1) Whenever in these Project Technical Specifications the following terms are used, the intent and meaning shall be interpreted as follows:
  - (a) Governing Agency: Government or regulatory entity with authority to implement and enforce specific laws, permit requirements, or construction requirements. City of Naperville Standard Specifications for Construction and Standard Details are available online at <https://www.naperville.il.us/projects-in-naperville/standard-specifications-for-construction/>.
  - (b) Owner: Entity or individual for whom the project is being performed.
  - (c) Contractor: Entity or individual responsible for performing construction activities and furnishing all labor, materials, equipment and other incidental work necessary for the successful completion of the project and for carrying out all duties and obligations imposed by the contract.
  - (d) Engineer: Licensed professional engineering entity, or licensed professional engineer and/or authorized agent(s), who represents the Owner during the construction phase of the project work.
  - (e) Geotechnical Engineer: Licensed professional engineering entity, or licensed professional engineer and/or authorized agent(s), who, in representing the Owner, is involved with the principles, properties and behavior of earth materials with regard to the project work.
  - (f) Project Drawings / Plans: The drawings that define the required site development activities and improvements.
  - (g) IDOT Standard Specifications: The current edition of the Illinois Department of Transportation's (IDOT) "Standard Specifications For Road & Bridge Construction" including all applicable current supplemental specifications and special provisions.

### B. GOVERNING REGULATIONS

- (1) All project activities and improvements shall be in accordance with the Governing Agency regulations. In the event of conflict with these Project Technical Specifications, or the indicated Reference Specifications, the Governing Agency regulations shall apply.

### C. REFERENCE STANDARDS AND SPECIFICATIONS

- (1) Site development activities and improvements, including site preparation and demolition, earthwork, sanitary sewers, storm drainage, water supply, pavement, lighting, landscape improvements, and erosion/sediment control measures shall be in accordance with the Reference Specifications indicated throughout these Project Technical Specifications. All Reference Specifications shall be incorporated into and made a part of the Project Technical Specifications. When the Reference Specifications conflict with Project Technical Specifications, Project Technical Specifications shall govern.

### D. CONTRACT GENERAL CONDITIONS

- (1) These Project Technical Specifications supplement the engineering plans, the Agreement between Owner and Contractor, and other supplemental documents that comprise the overall project Contract. These Project Technical Specifications address the technical requirements of the project design as indicated on the Project Drawings (Plans). Unless specifically addressed in the Plans or these Project Technical Specifications, general conditions such as bid items, unit prices, terms of payment, change management, construction schedule, submittals, and other conditions are defined in the Agreement between Owner and Contractor.
- (2) The Contractor shall be responsible for complying with applicable Federal, State, and local requirements, together with exercising precaution at all times for the protection of persons (including employees) and property. It is the sole responsibility of the contractor to initiate, maintain, and supervise all safety requirements, precautions, and programs in connection with the work.
- (3) The Contractor shall indemnify and hold harmless the Owner and Engineer for any and all injuries and/or damages to personnel, equipment, and/or existing facilities occurring in the course of the site improvement construction work described in the Plans and these Project Technical Specifications.
- (4) The Contractor shall obtain all required construction permits in accordance with local, state, and federal regulations.
- (5) The Contractor shall guarantee all materials and workmanship for a period of 1 year following final acceptable by the Owner and the Governing Agencies.

### E. QUALITY CONTROL OF MATERIALS

- (1) Materials shall be inspected, sampled, and tested before, during, and after they are incorporated into the work. The timing of these activities shall be as appropriate for the materials being placed and the properties (composition, gradation, density, strength, compaction, etc.) being examined. The requirements for quality testing are specified within the applicable sections of these Project Technical Specifications.
- (2) Materials not conforming to the requirements of the Project Technical Specifications at the time they are used or installed will be considered unacceptable and shall be removed and replaced with acceptable materials properly installed in place at the Contractor's expense.
- (3) When material test results are not within specification tolerances, the supplier shall make appropriate adjustments at its source to correct the issue.
- (4) Material inspections, sampling, and testing shall be performed by an independent testing agency/laboratory with suitable capabilities and experience. The testing entity shall be retained by Contractor or Owner, as required or as specified in the Contract Documents.

### 2. EXISTING CONDITIONS & SITE PREPARATION

#### A. EXISTING CONDITIONS

- (1) Existing conditions as depicted on the Plans are general and illustrative in nature. It is the responsibility of the Contractor to examine the site and be familiar with existing conditions prior to initiating construction. If conditions are encountered, before or during construction, that are significantly different than those shown on the Plans, Contractor shall notify the Engineer immediately.
- (2) It is not the Engineer's intent that any single plan sheet in the Plans fully depicts all work associated with the project. The Contractor shall be familiar with all sheets in the Plans for construction. Contractor shall be familiar with all structural, architectural, mechanical, electrical, or other plans, as necessary, for the construction of the overall project.
- (3) Contractor shall protect all property corner pins, permanent monuments, and permanent benchmarks during construction. If disturbed, Contractor shall have items reset by a licensed surveyor at Contractor expense.
- (4) Contractor shall protect all existing utilities, structures, and features to remain. Any items to remain that have been disturbed or damaged as a result of construction shall be repaired or replaced at Contractor expense.

#### B. EXISTING UTILITIES

- (1) Underground utility information shown on the Plans may be based upon a combination of topographic survey data, field observations, historical utility maps, Owner-provided information, or other available data for the Site. The Plans constitute a representation of utility locations from best known information available to the Engineer. There is no guarantee that the utilities shown comprise all such utilities in the area, either in service, or abandoned.
- (2) Contractor shall be responsible for contacting all agencies, utility companies, and pipeline companies known or suspected to have buried cable, duct, sewer, pipes, etc., which may conflict with the project improvements to determine the location and depth of the existing utilities.
- (3) If conflicts occur after the existing utility conditions have been determined by field investigations, Contractor shall immediately notify Engineer and either:
  - (a) Adjust the location and depth of the proposed improvements as directed by Engineer in cooperation with the Owner, or
  - (b) If relocation of proposed improvements is not feasible, Contractor shall work with Owner and Engineer to make arrangements with the affected utility companies to have their utilities protected or relocated.
- (4) All utility disconnection, removal, relocation, cutting, capping, and/or abandonment shall be coordinate with the appropriate utility company / agency.

#### C. EROSION / SEDIMENTATION CONTROL

- (1) Erosion/sedimentation control measures, as indicated on the Plans and as required elsewhere in these Project Technical Specifications, shall be employed during the course of construction operations and until suitable ground covers are established on all construction site areas.
- (2) Erosion/sedimentation control measures shall be properly installed and functional prior to any earth disturbing activities.

#### D. CONSTRUCTION ACCESS

- (1) Construction ingress-egress shall be limited to defined connections to adjacent driveways and public roadways, and as indicated on the plans and as required elsewhere in these Project Technical Specifications.

#### E. TRAFFIC CONTROL

- (1) The Contractor shall provide necessary traffic control for work performed in active transportation areas, including any specific traffic control requirements as indicated on the Plans.

#### F. TEMPORARY CONSTRUCTION FENCING

- (1) Temporary construction fences shall be installed where indicated on the Plans and where required by the Engineer to restrict access to and from certain areas. Such fences shall be maintained during construction and removed when all work activities are completed.
- (2) Temporary construction fences shall consist of 48-inch-high plastic fabric, metal fabric, or wood lathe fence (material approved by the Engineer, prior to placement) attached to suitable metal posts that are set at 6-foot (or less) intervals and anchored at least 18 inches into the ground.
- (3) Temporary chain link construction fences shall be provided where indicated on the Plans.

#### G. TREE AND LANDSCAPE PROTECTION

- (1) Highly visible temporary fences shall be placed around trees and landscape areas designated for protection. Vehicles, equipment, and material storage shall not be allowed within the protection zone.

- (2) Vehicle and equipment parking and material storage shall not be permitted within the drip line of any tree, even if the tree is not enclosed in a protective barrier. Vehicles and equipment shall avoid travel within the drip line of trees whenever possible.
- (3) Overhanging tree branches within the construction zone that are expected to come in contact with construction equipment shall be properly removed (sawcut) prior to construction in the area. Engineer approval is required before a branch is removed.
- (4) Roots of trees that are to be preserved shall be pruned (cut) where indicated on the Plans or required by the Engineer. Tree roots shall be cut with appropriate root pruning equipment to a depth of 24 inches (minimum) before construction begins. The cut shall be made approximately 12 inches closer to the tree than the construction limit (edge of excavation).

#### H. MATERIAL DISPOSAL

- (1) All demolition waste and construction debris shall become the property of the Contractor unless otherwise stated in the Agreement between Owner and Contractor.
- (2) The following shall be removed from the construction site and properly disposed of in a legal manner. Unless otherwise stated in the Agreement between Owner and Contractor, the cost of removal and disposal shall be included in the fixed or unit prices for the various contract pay items and no additional payment will be allowed thereafter.
  - (a) All surplus excavated materials.
  - (b) Construction and demolition debris such as building materials, asphalt and concrete pavement materials, culvert and sewer pipe, utility and drainage structures, retaining walls (concrete, stone and timber), trees, shrubs, and miscellaneous landscape features removed during the installation of the project improvements.
- (3) If Contractor intends to dispose of generated construction / demolition debris materials or excavated soils at a regulated clean construction / demolition debris (CCCD) or uncontaminated soil fill operation, the contractor shall be responsible for taking all actions and preparing all documents required by 35 Illinois Administrative Code 1100 prior to transport of the materials / soil to the disposal facility. Materials and soils that do not meet CCDD and uncontaminated soil constituent limit requirements shall be disposed of at a permitted landfill facility. The cost of testing and documentation to evaluate the materials / soils and determine proper disposal requirements shall be as defined in the Agreement between Owner and Contractor.
- (4) See Earthwork Operations specification section for additional requirements.

#### 3. EARTHWORK OPERATIONS

##### A. GENERAL

- (1) Except where modified by the following Project Technical Specifications, all earthwork operation and compaction requirements shall be in conformance with the material, installation and testing requirements of the IDOT Standard Specifications.
- (2) Earthwork shall include site clearing, tree and hedge removal, topsoil and rootmat stripping and stockpiling, earth and fill material excavation, construction of embankments and slopes, placement and compaction of non-structural fill areas, pavement areas, and structural fill areas, removal and disposal of surplus and unsuitable excavated materials, topsoil placement, and final shaping and trimming to the lines and grades indicated on the Plans.
- (3) Prior to commencement of earthwork operations, Contractor shall notify any Utility Protection Service or other Governing Agency, as may be required.

##### B. SITE CLEARING

- (1) All construction site features and items such as structures, foundations, fences, pavements, rubbish/debris, trees, shrubs, and surface vegetation shall be removed where necessary and as indicated on the Plans for the construction of the project improvements.
- (2) No tree, shrub, or surface vegetation shall be removed unless it is marked for removal or the Engineer specifically authorizes its removal.
- (3) When indicated on the Plans, brush, shrubs, branches and small trees shall be shredded or chipped using suitable mechanical equipment. The resulting material shall be stockpiled on-site, as directed by the Engineer, for the Owner's future use. Tree trunks, branches, and removed stumps too large to be chipped shall be removed from the site and disposed of.
- (4) Tree stumps shall be removed by excavation or grinding to a depth of not less than 12 inches below ground surface. Material resulting from stump grinding shall be spread on the ground and excavated as part of topsoil or rootmat stripping.
- (5) All items and materials not specifically required to remain on-site shall be removed from the site and disposed of in a legal manner.

##### C. TOPSOIL AND ROOTMAT REMOVAL

- (1) Existing topsoil shall be removed from proposed pavement and building areas, non-structural fill areas, and structural fill areas. Sufficient existing topsoil shall be stockpiled for future use as topsoil replacement. When approved by Geotechnical Engineer, stripped topsoil may be used as non-structural fill to design elevations. Topsoil not used for replacement or for non-structural fill shall be removed from the site and legally disposed of, unless directed by Owner to stockpile on-site for future use. Stockpile locations shall be as authorized by Owner.
- (2) Topsoil supplied from off-site sources shall be natural, fertile agricultural soil material capable of sustaining vigorous plant growth. It shall contain not less than 4% nor more than 10% organic matter, as determined in accordance with AASHTO T194. It shall contain not less than 12% nor more than 50% clay and the sand content shall not exceed 55%, both as determined in accordance with AASHTO T88. The pH shall be between 5.0 and 8.0. Topsoil material shall be relatively free from large roots, sticks, weeds, brush, stones larger than 1-inch in diameter, or other litter or waste products. It shall be a loamy mixture having at least 90% passing the No. 10 sieve.
- (3) Within proposed pavement and building areas where there is no existing topsoil, the surface layer of organic material (friable soil containing roots or other vegetative matter) shall be removed before starting fill and compaction operations. Such removed material may be used as non-structural fill. If this material is not used as non-structural fill, it shall be removed from the site and legally disposed of.

##### D. EXCAVATION

- (1) Existing earth and fill materials within the project construction limits shall be excavated as necessary to establish the elevations, contours, and drainage patterns indicated on the Plans. Excavated materials classified by Geotechnical Engineer as suitable structural fill material shall be used to construct compacted subgrades within the project building and pavement areas. Excess materials not needed for filling or for the construction of berms or embankments shall be removed from the site and legally disposed of, unless directed by the Engineer or Owner to stockpile on-site for future use. Stockpile locations shall be as authorized by the Owner.
- (2) Rock materials within the project construction limits shall be excavated to a minimum of 6 inches below subgrade levels of proposed pavements and structures. Rock materials shall be removed to a minimum of 18 inches below building and structure foundations. Rock materials shall be defined as boulders one cubic yard or greater in volume and all materials in ledges, bedded deposits, and conglomerate deposits that exhibit the physical characteristics of rock, as determined by Geotechnical Engineer. Excavated rock materials not used for filling or for the construction of berms or embankments shall be removed from the site and legally disposed of, unless directed by the Engineer or Owner to stockpile on-site for future use. Stockpile locations shall be as authorized by the Owner.
- (3) Excavated materials classified by the Geotechnical Engineer as unstable or unsuitable for structural fill purposes and not needed for non-structural fill, shall be removed from the site and legally disposed of, unless directed by the Engineer or Owner to stockpile on-site for future use. Stockpile locations shall be as authorized by the Owner.
- (4) Excavations shall be maintained in a well-drained condition at all times. Temporary drainage (dewatering) facilities shall be provided where surface runoff is not possible or effective. Such facilities shall be operated during the entire course of earthwork operations. Dewatering facilities shall include appropriate erosion and sediment control measures, as indicated elsewhere in these Project Technical Specifications. Unless otherwise stated in the Agreement between Owner and Contractor, the cost of temporary drainage facilities and dewatering activities shall be considered incidental to the various pay items of the work.
- (5) If conflicts occur after the existing utility conditions have been determined by field investigations, Contractor shall immediately notify Engineer and either:
  - (a) Adjust the location and depth of the proposed improvements as directed by Engineer in cooperation with the Owner, or
  - (b) If relocation of proposed improvements is not feasible, Contractor shall work with Owner and Engineer to make arrangements with the affected utility companies to have their utilities protected or relocated.
- (6) All utility disconnection, removal, relocation, cutting, capping, and/or abandonment shall be coordinate with the appropriate utility company / agency.

##### E. FILL PLACEMENT

- (1) Before placing any fill within pavement or structural areas, the existing subgrade shall be compacted as indicated in the "Compaction" section of these Project Technical Specifications. Pavement subgrade areas shall be proof-rolled to check for soft, unstable, or otherwise unsuitable materials and approved by a Geotechnical Engineer prior to paving operations. Where possible, proof-rolling shall be accomplished with at least four passes of a fully loaded tandem axle dump truck. Below-grade footing or foundation areas shall be inspected by a Geotechnical Engineer prior to foundation installation. Soft, unstable, or otherwise unsuitable materials shall be removed and replaced as directed by Geotechnical Engineer.
- (2) Structural fill materials shall be soil materials that can be compacted to develop a stability satisfactory to the Geotechnical Engineer. Structural fill materials shall not contain frozen material or any material which, by decay or otherwise, might result in site or foundation settlement.
- (3) Material Types For Structural Fill Purposes:
  - (a) Suitable Fine-Grained Soils - Soil materials that comply with ASTM D2487 Soil Classification Group CL and meet the following requirements:
    - (i) Laboratory maximum dry density when determined with ASTM D698.
    - (ii) Plasticity Index greater than 12.
    - (iii) Liquid Limit less than 45.
    - (iv) Particle size distribution with greater than 50% passing the No. 200 sieve.
  - (b) Suitable Coarse-Grained Soils - Soil materials that comply with ASTM D2487 soil classification groups GW, GP, GM, SW, SP and SC.
  - (c) Bituminous concrete and granular base materials removed from existing pavement areas may be used as structural fill, subject to gradation, placement, and compaction control by Geotechnical Engineer.
  - (d) Impervious clay layers (liners) shall be constructed of fine-grained soils within the CL classification that have a plastic limit greater than 15 and a moisture content greater than optimum and are free of stones bigger than 1-inch average size.
  - (e) Suitable Fill - Soil materials that are not in conformance with the stated criteria for structural fill material shall not be used as structural fill.
- (5) All fill materials shall be placed on the site and legally disposed of in a legal manner, unless directed by the Owner to stockpile on-site for future use. Stockpile locations shall be as authorized by the Owner.
- (6) Removal and disposal of existing utility pipes and structures, construction debris, or other obstructions which interfere with proposed construction and which are not indicated in the Agreement between Owner and Contractor as a separate pay item shall be considered incidental to the earthwork operations.
- (7) Contractor shall be responsible for finding locations and obtaining approvals for the off-site disposal of demolition and construction debris, rubbish, pavement materials, shrubs, trees, and surplus, unsuitable excavated soil materials. Owner shall be advised, in writing, of the specific locations of all off-site disposal sites.

##### G. TREE AND LANDSCAPE PROTECTION

- (1) Highly visible temporary fences shall be placed around trees and landscape areas designated for protection. Vehicles, equipment, and material storage shall not be allowed within the protection zone.

- (6) Unsuitable Subgrade Conditions:
  - (a) Within areas of new or reconstructed pavements, specific requirements for removal and remedial procedures shall be as directed by Geotechnical Engineer. Soft or otherwise unacceptable subgrade materials shall typically be removed to a depth where the minimum in situ unconfined compressive strength is 2.0 tsf and the in situ moisture content is no more than 3 percentage points above the optimum moisture content per ASTM D1557. When the depth of unsuitable material is excessive and does not warrant complete removal, remedial procedures will typically require partial removal of unsuitable subgrade material, placement of a geotextile fabric (MIRAFI 600X or approved equal), and sufficient aggregate fill (IDOT CA-1 or alternate acceptable granular material) to the required subgrade level. Depths of unsuitable subgrade removal will be as directed by the Geotechnical Engineer. Alternative procedures may be required depending on the conditions encountered.
  - (b) Removal of unsuitable materials and installation of replacement fill material under and adjacent to proposed buildings and structures shall be as specified by Geotechnical Engineer.

- (c) Payment for removal and replacement of unacceptable materials and the installation of geotextile fabric and aggregate fill shall be as indicated in the agreement between Owner and Contractor. Such payment shall include all work necessary for removal and disposal of unsuitable materials, supply and placement of fabric and aggregate materials, supply, placement and compaction of additional structural fill material, if required, and any dewatering required during these activities.
- (7) Where necessary, structural fill materials shall be placed and compacted under proposed pavements, buildings, and structures. Compacted structural fill shall be placed to required subgrade elevations.
- (8) Unsuitable materials may be placed within non-structural fill areas only where fill is required to obtain final subgrade levels. If borrow pits are used to obtain structural fill material, unsuitable materials may be used to bring the borrow areas to grade. Placement of such materials shall be limited to areas and depths authorized by the Geotechnical Engineer. If sufficient acceptable placement areas are not available, remaining unsuitable and unsuitable materials shall be removed from the site and legally disposed of.

- (9) If necessary, Contractor shall provide sufficient suitable structural fill material from off-site sources as necessary to complete earthwork operations to the required levels and elevations indicated on the Plans. Structural fill materials shall be in conformance with the stated criteria for structural fill. Contractor shall provide the Geotechnical Engineer access to the proposed off-site sources to take samples and evaluate materials.

##### F. FILL COMPACTION

- (1) Fill materials shall be placed in layers (lifts) and compacted in accordance with the following specified requirements. Lift thickness shall not exceed 8 inches (loose condition) and the fill material (when compacted) shall have a moisture content within the limits of -1 to +3 percentage points of optimum value. Specific lift thickness and moisture content shall be as determined by the Geotechnical Engineer to obtain the required compaction and strength of material in place.
- (2) Cohesive soils and well-graded aggregate mixtures shall be sampled and tested to determine the laboratory maximum density and optimum moisture content (control values) of the material. The test method shall be the ASTM Standard as indicated below.

##### G. EARTHWORK OPERATIONS

- (3) Free-draining cohesionless soils and aggregate mixtures shall be sampled and tested to determine the laboratory relative density (control value) of the material.
- (4) Laboratory density and moisture tests shall be performed to determine the control values for each type and source of material to be used. One test of laboratory maximum density and optimum moisture content shall be performed for each 300 cubic yards of fill and backfill material, and when any change in material occurs that may affect the maximum density or optimum moisture content values.
- (5) Aggregate supplier shall provide a written certification that the aggregate gradation and quality conforms to the project requirements. If a certification is not provided, gradation and quality tests shall be performed for each 300 cubic yards of stockpiled in-place soil material.

- (6) Non-Structural Areas: The top 6 inches of existing sub







**CITY OF NAPERVILLE**  
**Address: 1081 & 26w028 Parkside**  
**Last Revision Date: 6/21/2024**  
**Approval Date: 7/5/2024**

LOT 1  
1051 EAST PARKSIDE  
PER DOC. R2016-034491

PART OF LOT 7 BLOCK  
NAPERVILLE ESTATES  
PER DOC. (R1927)-2360

PART OF LOT 2 BLOCK  
NAPERVILLE ESTATES  
PER DOC. (R1927)-236

LOT 1  
GALILEO HILLSIDE UNIT 1 RESUBDIVISION  
PFR DOC (R2011)-120814

PART OF LOT 1 BLOCK 6  
NAPERVILLE ESTATES  
PER DOC. (R1927)-236013

PART OF LOT 1 BLOCK 6  
NAPERVILLE ESTATES  
PER DOC. (R1927)-236013

10' UTILITY EASEMENT  
PER DOC. (R1927)

NT  
-236013

*FENCE CORNER* —  
1.0's.

1/2 FIP  
0.81'S. &  
0.12'W.

15  
X  
FENCE END 3.3'N.  
1/2" FIP

131<sup>4</sup>

T/P  
&  
131.1

M HOUSE 828 LLC  
1075 AND 1079 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS 60540

## EXISTING CONDITIONS

AWING NO.:  
**C100**

R 1. 1. 2.

## REFERENCE

1. EXISTING CONDITIONS ARE BASED UPON FIELD OBSERVATIONS MADE ON MARCH 15, 2024 BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
1. FIELD DATUM: ILLINOIS STATE PLANE NSRS 2011, EAST ZONE- US SURVEY FOOT CITY OF NAPERVILLE DATUM NAVD 88.
2. UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON FIELD OBSERVATIONS, ATLAS MAPS PROVIDED BY THE CITY OF NAPERVILLE AND THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY OF NAPERVILLE.

EXHIBIT

**CITY OF NAPERVILLE**

Address: 1061 &amp; 26w028 Parkside Rd

Last Revision Date: 6/21/2024

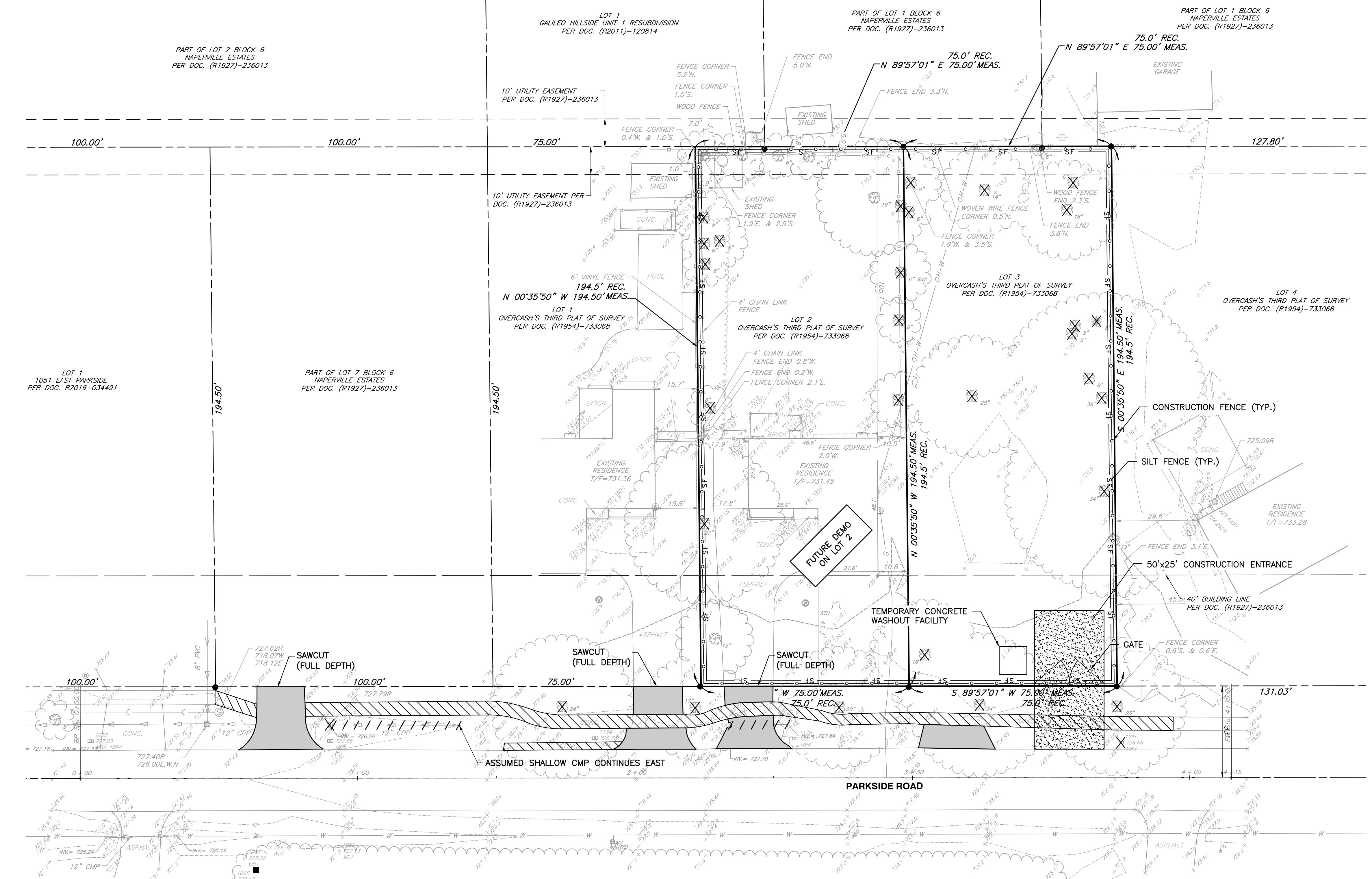
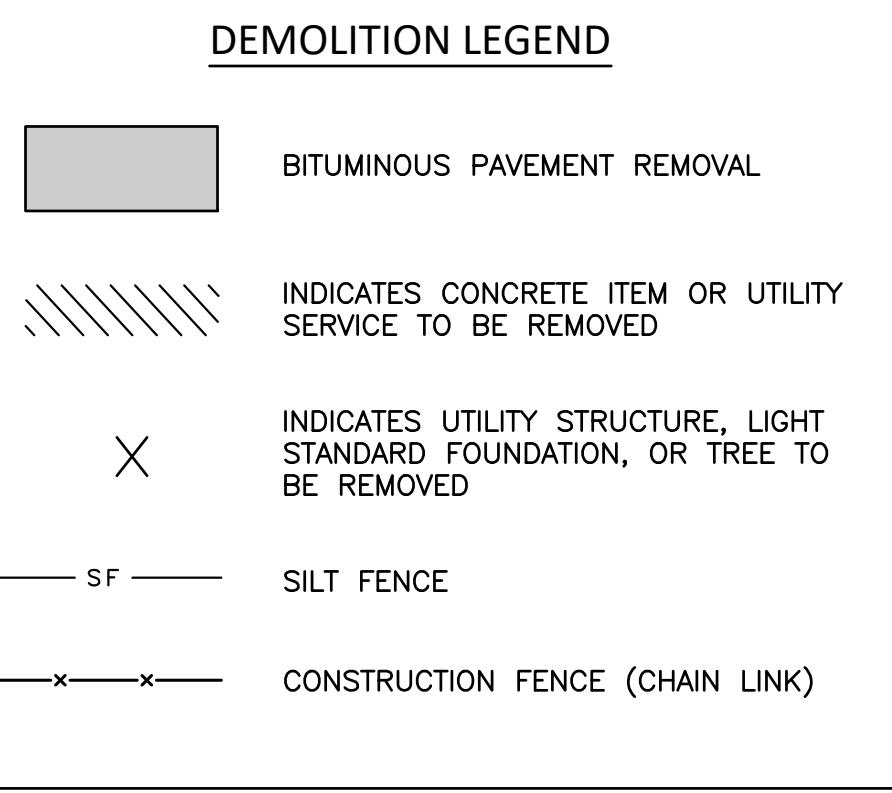
Approval Date: 7/5/2024

**DEMOLITION NOTES**

- ALL PAVEMENTS, UTILITIES, TREES, ETC. WITHIN THE SUBJECT PROPERTY SHALL BE COMPLETELY REMOVED. REMOVAL ITEMS SHOWN OUTSIDE OF THE PROPERTY LIMITS ARE APPROXIMATE AND MAY OR MAY NOT CONSTITUTE ALL WORK NECESSARY TO CONSTRUCT THE PROJECT. REMOVAL OF PUBLIC SIDEWALKS, ROADWAYS, DRIVEWAYS, CURB & GUTTER, PUBLIC UTILITIES, ETC., SHALL BE STAGED BY THE CONTRACTOR WITH CONCURRENCE FROM THE OWNER, ENGINEER, AND THE CITY OF NAPERVILLE STAFF.
- TRENCHES, WITHIN PROPOSED PAVED OR BUILDING PAD AREAS, RESULTING FROM THE REMOVAL OF EXISTING UTILITIES SHALL BE BACKFILLED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF ART. 550.07 OF THE IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- ALL EXISTING PAVEMENT WITHIN THE CONSTRUCTION LIMITS, INCLUDING BITUMINOUS PAVEMENT, DRIVEWAYS, ACCESS ROADS, CONCRETE SLABS, AND SIDEWALKS SHALL BE COMPLETELY REMOVED. AGGREGATE MATERIALS APPROVED AS SUITABLE FILL BY THE SOILS ENGINEER SHALL BE SET ASIDE FOR FUTURE PLACEMENT.
- ALL TREES WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED. TREE STUMPS AND/OR ROOT BALLS SHALL BE COMPLETELY REMOVED. TREES TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO FINALIZING HIS BID FOR TREE REMOVAL.
- THE DURATION OF THE PUBLIC SIDEWALK CLOSURE (IF REQUIRED) SHALL BE KEPT TO A MINIMUM. SIDEWALK CLOSURE SHALL BE IN ACCORDANCE WITH IDOT STANDARD 701801.
- THE CONTRACTOR SHALL COORDINATE WITH THE VARIOUS UTILITY COMPANIES TO INSURE THAT SERVICE IS PROVIDED TO ADJACENT PROPERTIES DURING CONSTRUCTION. ALL MATERIAL EXCEPT THAT BELONGING TO A PUBLIC UTILITY COMPANY OR DENOTED FOR SALVAGE, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTING ALL UTILITIES IN COMPLIANCE WITH LOCAL REQUIREMENTS.
- EXISTING UTILITY LOCATIONS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES THAT ARE INTENDED TO CONTINUE TO PROVIDE SERVICE WHETHER THESE UTILITIES ARE SHOWN ON THE PLANS OR NOT.
- ALL DEBRIS FROM DEMOLITION SHALL BE HAULED OFF SITE AND DISPOSED OF BY LEGAL MEANS.
- ALL WORK SHALL BE DONE IN GENERAL ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS CONTAINED IN THE MUNICIPAL "SOIL EROSION AND SEDIMENTATION CONTROL" ORDINANCE. THE CONTRACTOR SHALL INSTALL THE NECESSARY EROSION AND SEDIMENTATION CONTROL DEVICES THAT WILL PROTECT THE EXISTING STORM SEWERS, PUBLIC ROADWAYS, AND ADJACENT PROPERTIES FROM SEDIMENT THAT MAY ARISE FROM THE PROPOSED DEMOLITION AND/OR CONSTRUCTION. DEVICES SHALL INCLUDE SILT FENCE, FILTER BASKETS INSERTED INTO DRAINAGE STRUCTURES, CONSTRUCTION ENTRANCE, PAVEMENT CLEANING, ETC. THE COST OF THIS WORK WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
- DURING Dewatering OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. CONCRETE TRUCKS SHALL NOT BE PERMITTED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON SITE. SPECIFIC AREAS FOR THIS ACTIVITY SHALL BE DESIGNATED BY THE CONTRACTOR AND PROVIDED WITH ADEQUATE SILTATION BASINS AND OTHER FACILITIES TO ASSURE THAT DISCHARGE IS CONTAINED AND CLEANSED BEFORE ENTERING THE RECEIVING STORM SEWER SYSTEM.
- ALL ADJACENT STREETS SHOULD BE KEPT CLEAR OF MUD/DEBRIS. THE CONTRACTOR SHALL INSPECT THE STREETS DAILY AND CLEAN THEM AS NECESSARY.
- A TEMPORARY CHAIN-LINK CONSTRUCTION FENCE AND GATE ARE SHOWN AT THE PROPOSED CONSTRUCTION ENTRANCE. THE FENCE WILL BE REMOVED AND REPLACED AS REQUIRED TO ALLOW FOR UTILITY INSTALLATIONS, ROADWAY WORK, ETC. DURING WORKING HOURS BUT SHALL BE REINSTALLED AT THE END OF EACH DAY TO PROVIDE A SECURE CONSTRUCTION SITE. PLACEMENT OF THE TEMPORARY CONSTRUCTION FENCE/GATE SHALL NOT IMPEDE INGRESS/EGRESS.

**REFERENCE**

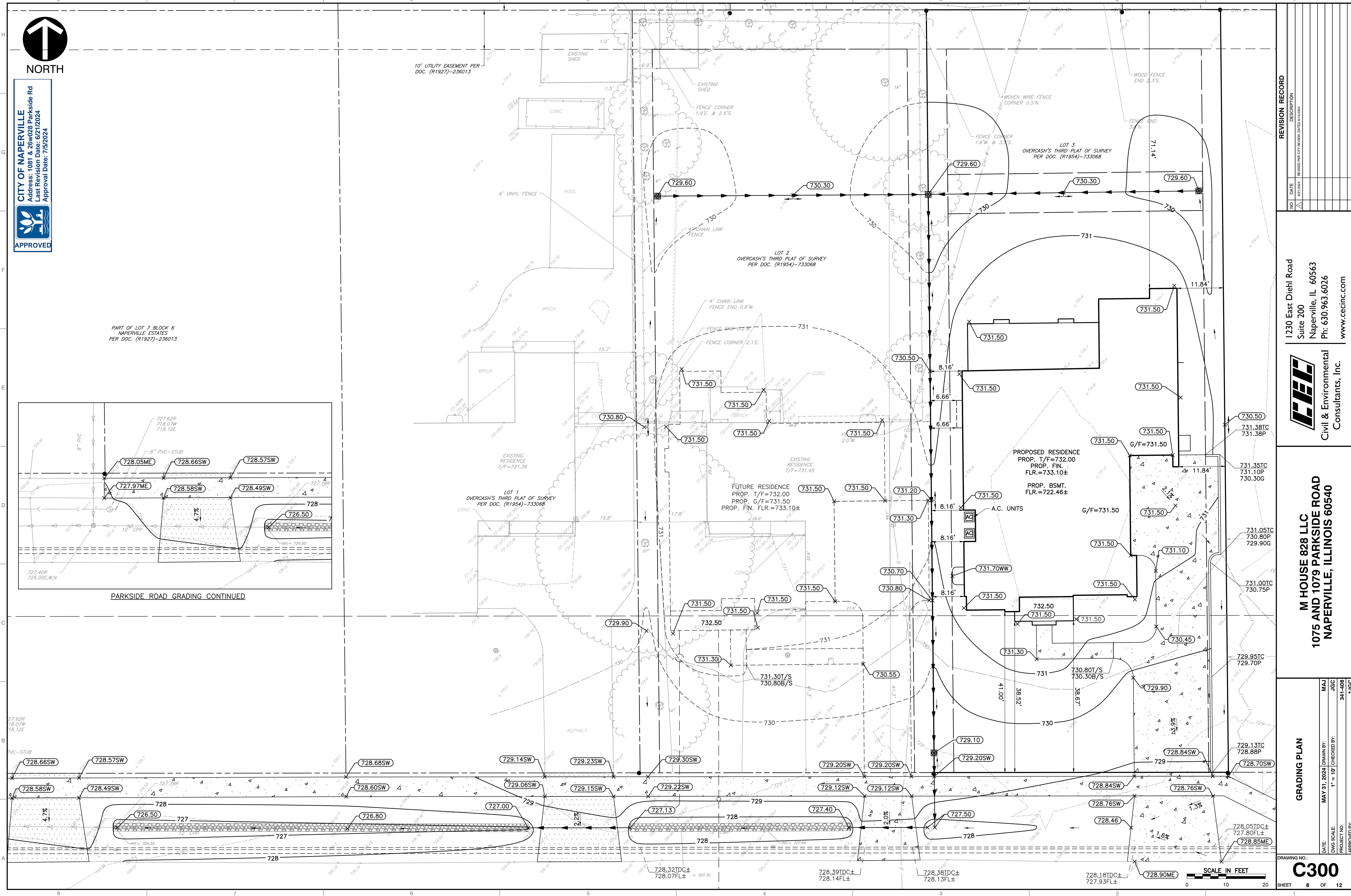
- EXISTING CONDITIONS ARE BASED UPON FIELD OBSERVATIONS MADE ON MARCH 15, 2024 BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
- FIELD DATUM: ILLINOIS STATE PLANE NSRS 2011, EAST ZONE - US SURVEY FOOT CITY OF NAPERVILLE DATUM NAVD 88.
- UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON FIELD OBSERVATIONS, ATLAS MAPS PROVIDED BY THE CITY OF NAPERVILLE AND THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY OF NAPERVILLE.

**DEMOLITION PLAN****M HOUSE 828 LLC  
1075 AND 1079 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS 60540****REVISION RECORD**

NO.	DATE	DESCRIPTION
1	07/05/2024	NO REVISIONS THIS SHEET

DRAWING NO.: **C101**SHEET **6** OF **12**DATE: **MAY 31, 2024** DRAWN BY: **MAJ**  
DWG SCALE: **1" = 20'** CHECKED BY: **JGC**  
PROJECT NO.: **341-408** APPROVED BY: **JGC**







NORTH

**CITY OF NAPERVILLE**  
Address: 1081 & 26w028 Parkside Rd  
Last Revision Date: 6/2/2024  
Approval Date: 7/5/2024



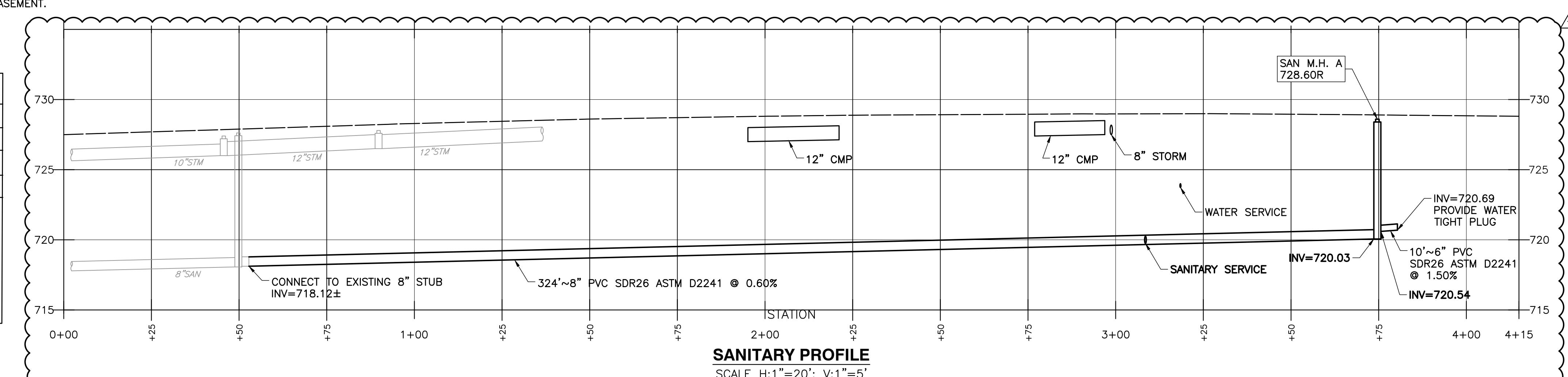
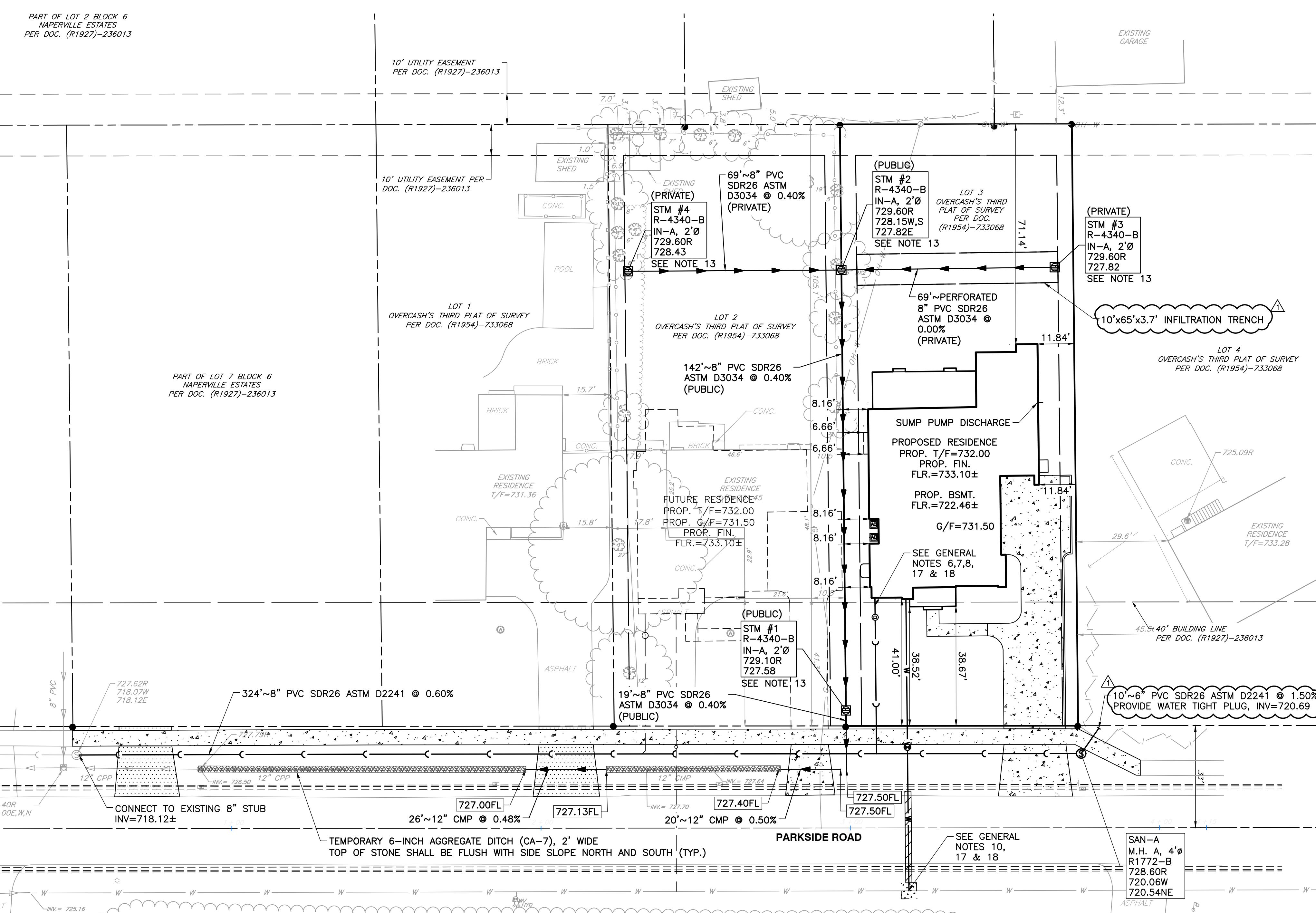
EXISTING IMPERVIOUS:  
AREA=0 S.F.  
1"=40'

PROPOSED IMPERVIOUS:  
AREA=5,432 S.F.  
1"=40'

**GENERAL NOTES:**

1. THIS PLAN MAY BE RELEASED FOR FOIA REQUESTS.
2. CEC IS NOT RESPONSIBLE FOR CONSTRUCTION SITE SAFETY.
3. DRIVEWAY WIDTH SHALL NOT EXCEED 20' AT R.O.W. LINE.
4. MAXIMUM SIDE SLOPE SHALL BE 4:1.
5. BUILDING ENVELOPE IS BASED ON THE EXTENSION OF THE OUTSIDE WALLS OF THE FOUNDATION BUT MAY NOT INCLUDE SMALLER FEATURES SUCH AS CORNER BUMPOUTS. SEE ARCHITECTURAL PLANS FOR FOUNDATION PLAN DIMENSIONS.
6. THE PROPOSED SANITARY SERVICE SHALL BE 6" PVC SDR 26 @ 1.00% MINIMUM.
7. AN OVERHEAD SANITARY SEWER SERVICE AND EJECTOR PIT ARE REQUIRED.
8. ALL WORK MUST BE PERFORMED BY A LICENSED PLUMBER AND INSPECTED BY THE CITY OF NAPERVILLE. A RIGHT-OF-WAY PERMIT IS REQUIRED FOR ANY WORK PERFORMED IN THE RIGHT-OF-WAY OR UTILITIES EASEMENT.
9. SEE SHEET C101 FOR CONSTRUCTION ENTRANCE.
10. PROPOSED WATER SERVICE PRESSURE TAP WITH CORPORATION STOP IN ACCORDANCE WITH CITY REQUIREMENTS. INSTALL/PUSH TYPE "K" COPPER WATER 1-1/2" SERVICE WITH B-BOX UNDERNEATH ROADWAY. CONTRACTOR TO FIELD VERIFY LOCATION OF WATER MAIN AND ANY UTILITY CROSSINGS PRIOR TO CONSTRUCTION. RESTORE PARKWAY IN KIND. CONTACT CITY OF NAPERVILLE PUBLIC WORKS AT (630) 420-6095 FOR REQUIREMENTS AND INSPECTIONS.
11.  $730.4 + 729.5 = 730.0$  AVERAGE DATUM POINT
12. A CONCRETE WASHOUT AREA SHOULD BE PROVIDED ON-SITE. CONCRETE CANNOT BE WASHED OUT INTO THE PUBLIC RIGHT-OF-WAY OR STORM SEWER SYSTEM.
13. EXISTING AND PROPOSED STORM SEWER STRUCTURES MUST BE PROTECTED FROM DEBRIS AND SEDIMENT DURING CONSTRUCTION WITH FLEX STORM/INLET FILTERS.
14. IF THE DRIVEWAY APRON IS MODIFIED TO ANY SURFACE OTHER THAN ASPHALT OR STANDARD CONCRETE, THE DEVELOPER WILL NEED TO SUBMIT A COPY OF THE CITY'S COVENANT AGREEMENT PRIOR TO FINAL INSPECTION.
15. ALL DOWNSPOUTS SHALL BE DIRECTED AWAY FROM ADJACENT HOMES AND TOWARDS THE FRONT OR REAR OF THE PROPERTY. BUBBLERS SHALL BE A MINIMUM OF 15 FEET FROM SIDEWALK AND A MINIMUM OF 3 FEET FROM THE PROPERTY LINE.
16. ANY SIDEWALK THAT IS DAMAGED OR NOT ADA COMPLIANT MUST BE REPLACED PRIOR TO FINAL INSPECTION APPROVAL.
17. THE CONTRACTOR SHALL FIELD VERIFY THE DEPTH, SIZE, CONDITION AND LOCATION OF EXISTING UTILITIES THAT MAY BE IMPACTED BY THE CONSTRUCTION. NOTIFY THE DESIGN ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS.
18. TREE PROTECTION MUST BE PROVIDED FOR TREES WITHIN THE CONSTRUCTION AREA AND ANY TREES ACROSS THE ROADWAY WHICH MAY BE IMPACTED BY UTILITY CONNECTIONS.
19. EXISTING HOUSE, SIDEWALKS, FENCES, DRIVEWAY AND SHEDS TO BE REMOVED AND ALL RESULTING CONSTRUCTION DEBRIS TO BE DISPOSED OF LEGALLY AND SAFELY OFFSITE.
20. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR OVERHEAD UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING THE CONSTRUCTION SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY AND THE OWNER, OR REPLACED.
21. ANY OPEN EXCAVATIONS, OR POTENTIALLY DANGEROUS AREAS SHALL BE FENCED OR GUARDED IN AN ACCEPTABLE MANNER AT THE END OF EACH DAY FOR THE PROTECTION OF THE CONTRACTOR'S EMPLOYEES AND GENERAL PUBLIC SAFETY.
22. CONTRACTOR SHALL ENSURE ADJACENT ROADS REMAIN CLEAR AND FREE OF CONSTRUCTION DEBRIS AT ALL TIMES.
23. CONTRACTOR IS RESPONSIBLE FOR COMPARING ENGINEERING PLANS TO ARCHITECT'S PLANS. ANY DISCREPANCY MUST BE CLARIFIED BY THE ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTION.
24. A PERMIT MAY BE REQUIRED FOR CERTAIN ADDITIONAL INSTALLATIONS (POOL, PATIO, DECK, ETC.).
25. A TREE REMOVAL PERMIT IS REQUIRED FOR ANY TREE REMOVAL IN THE PUBLIC RIGHT-OF-WAY.
26. DOCUMENTATION WILL BE REQUIRED TO BE SUBMITTED WITH THE FINAL GRADING SURVEY TO DEMONSTRATE THAT THE BMP IS RESTRICTED BY AN EASEMENT.

PERVIOUS/IMPERVIOUS CALCULATIONS:		
	IMPERVIOUS AREA	PERVIOUS AREA
EXISTING	0 S.F.	14,587 S.F.
PROPOSED	5,432 S.F.	9,155 S.F.
NET INCREASE	5,432 S.F.	
ASSUME 8,200 S.F. OF NEW IMPERVIOUS AREA (POTENTIAL FUTURE IMPROVEMENTS)		
8,200 S.F. x 1.25 IN. x (1FT./12IN.) = 854 CU.FT. OF RUNOFF		
854 CU.FT. x (1 CU.FT. OF STONE/0.36 VOID SPACE) = 2,372 CU.FT. OF STONE		
10'W x 65'L x 3.7'D = 2,405 CU.FT. PROVIDED		



UTILITY PLAN & PROFILE

DRAWING NO.: C500  
DATE: MAY 31, 2024  
DWG SCALE: 1" = 20'  
PROJECT NO.: 341-408  
APPROVED BY: JGC

Civil & Environmental Consultants, Inc.

M HOUSE 828 LLC  
1075 AND 1079 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS 60540

REVISION RECORD

NO.	DATE	DESCRIPTION
1	6/2/2024	REVISED PER CITY REVIEW DATED 6/1/2024

120 East Diehl Road  
Suite 200  
Naperville, IL 60563  
Ph: 630.963.6026  
www.cecinc.com









APPROVED

**ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST TO COMPLETE**

No.	Item Description	Unit	Quantity	Price	Total
<b>Earthwork and Erosion Control</b>					
1.	Earthwork	LS	1	\$5,000.00	\$ 5,000.00
2.	Tree Removal Over 15"	LS	1	\$1,000.00	\$ 1,000.00
<b>Sub-Total Earthwork and Erosion Control</b>					
					<b>\$ 6,000.00</b>
<b>Paving</b>					
1.	Bituminous Driveway	SY	70	\$45.00	\$ 3,150.00
2.	Concrete Driveway	SY	70	\$60.00	\$ 4,200.00
3.	Concrete Sidewalk	SF	1750	\$5.00	\$ 8,750.00
4.	Concrete Sidewalk Removal	SF	1700	\$5.00	\$ 8,500.00
5.	Driveway Removal	SY	140	\$10.00	\$ 1,400.00
<b>Sub-Total Paving</b>					
					<b>\$ 26,000.00</b>
<b>Sanitary Sewer</b>					
1.	6" PVC Sanitary Sewer - SDR 26	LF	10	\$40.00	\$ 400.00
1.	8" PVC Sanitary Sewer - SDR 26	LF	324	\$50.00	\$ 16,200.00
2.	Manhole, Type A - 4' Diameter with Neenah R-1772-C Frame & Lid	EA	1	\$3,000.00	\$ 3,000.00
3.	EJIW Cleanout	EA	1	\$500.00	\$ 500.00
<b>Sub-Total Sanitary Sewer</b>					
					<b>\$ 20,100.00</b>
<b>Watermain</b>					
1.	1-1/2" Water Service	LF	94	\$100.00	\$ 9,400.00
2.	B-Box and Service Tap	EA	1	\$1,200.00	\$ 1,200.00
<b>Sub-Total Watermain</b>					
					<b>\$ 10,600.00</b>
<b>Storm Sewer</b>					
1.	12" CMP Storm Sewer	LF	46	\$35.00	\$ 1,610.00
2.	Temporary Aggregate Ditch (CA-7)	LF	160	\$20.00	\$ 3,200.00
<b>Sub-Total Storm Sewer</b>					
					<b>\$ 4,810.00</b>
<b>Total Improvement Cost</b>					
					<b>\$ 67,510.00</b>
<b>Total Improvement Cost + 10%</b>					
					<b>\$ 74,261.00</b>