STATE OF ILLINOIS)
COUNTY OF DUPAGE)
CITY OF NAPERVILLE)

PETITION TO THE NAPERVILLE CITY COUNCIL AND PLAN COMMISSION FOR A SIGN VARIANCE

THE UNDERSIGNED Petitioner, Gerald Realty Holdings, LLC, a Delaware limited liability company (hereinafter the "Petitioner") respectfully petitions the City of Naperville (the "City") to: (i) grant a sign variance from Section 6-16-5:2.2 of the City's Municipal Code (the "Sign Code") to permit the installation of a replacement NISSAN dealership identification sign located near the easterly boundary line of the property on Ogden Avenue, commonly known as Gerald Nissan of Naperville, which is legally described on Exhibit A (the "Property"); and (ii) grant such other variances, departures or deviations as may be necessary to permit the installation of the sign as depicted on the sign plan and elevations attached herewith as Exhibit B.

In support of this Petition, the Petitioner represents to the City as follows:

- 1. The Petitioner and Owner of the Property is Gerald Realty Holdings, LLC, a Delaware limited liability company;
- 2. The Property consists of approximately eight and sixty-one hundredths (8.61) acres located at 1575 W. Ogden Avenue;
- 3. The Property is currently used as a new and pre-owned Nissan automobile dealership;
- 4. The easterly boundary of the Property along Ogden Avenue currently features a red and silver double-sided, twenty-five feet (25') in height and nine feet, nine inch (9'- 9") in width, "NISSAN" LED illuminated pylon sign with a sign area of two hundred forty-seven and a half

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(247.6) square feet ("Existing Pylon Sign") attached herewith as **Exhibit B-1**;

- 5. In accordance with the Nissan Dealer Identity Program, Nissan Corporation has updated its logo and image branding, requiring all franchise operators to update their dealership branding, which requires modifications to the existing signage plan at the Property, including the Existing Pylon Sign;
- 6. In accordance with the NISSAN Dealer Identity Program, the Existing Pylon Sign will be replaced (among other signs) with a new, red and metallic silver double-sided, twenty-five feet (25') in height and seven feet, nine and three-eighth inches (7'- 9 3/8") in width, "NISSAN" LED illuminated pylon sign with a sign area (Nissan logo square) of sixty-eight and 93/100 (68.93) square feet and maximum pylon signage of approximately one hundred ninety-six and 25/100 (196.25) square feet, to be placed in the same location as the Existing Pylon Sign ("New Pylon Sign");
- 7. The Property is zoned B3 within the City of Naperville's General Commercial District classification;
 - 8. The surrounding uses are:
 - a. North: City of Naperville Zoning "B3": Mercedes-Benz of Naperville automobile dealership;
 - East: City of Naperville Zoning "B3" Mixed use retail center anchored by Hertz
 Car Rental Naperville;
 - c. South: City of Naperville Zoning "B3": Woody Buick GMC automobile dealership; and
 - d. West: City of Naperville Zoning "B3": Vacant parking lot owned by Petitioner.
 - 9. Code Section 6-16-5:2.2 regulates signs on properties being used for commercial

purposes, regardless of zoning; and,

10. Petitioner requests variances from Code Section 6-16-5:2.2 for approval to allow the installation of the above-mentioned New Pylon Sign and associated landscaping in connection with the Nissan Dealer Identity Program and a two (2) phase improvement project at the Property involving an investment of approximately Six Million and No/100 Dollars (\$6,000,000.00). Petitioner's request meets the requirements for a zoning variance under the Naperville Municipal Code and is appropriate based on the following:

A VARIANCE FROM SIGN CODE SECTION 6-16-5:2.2 TO PERMIT A PYLON GROUND SIGN WITH A SIGN AREA OF 68.93 SQUARE FEET AND A HEIGHT OF 25 FEET

a. The variance is in harmony with the general purpose and intent of this Title and the adopted comprehensive master plan; and

The variance is in harmony with the general purpose and intent of this Title and the adopted comprehensive master plan. A stated purpose of the Sign Code is to "advance the economy of the City by recognizing the need for adequate site identification through promoting the reasonable and objective display of signage, and to encourage effective communication between signs and the public." Petitioner seeks to properly identify its automobile dealership with a sign of the same height, but smaller in width and better-quality in accordance with the NISSAN Dealer Identity Program with an updated logo familiar to the public in accordance with the purpose of the Sign Code. The installation of the New Pylon Sign concurrently improves the image of the Property to make it more aesthetically pleasing, will be consistent with the updated logo/building signage and updated look of the dealership building, as well as the properties in the surrounding area, which are predominately occupied by automobile dealerships with signs reflecting their current logos.

b. Strict enforcement of this Title would result in practical difficulties or impose exceptional hardships due to special and unusual conditions which are not generally found on other properties in the same zoning district; and

Strict enforcement of the Sign Code would result in practical difficulties and impose exceptional hardships due to special and unusual conditions which are not generally found on other properties in the same zoning district. Other auto dealerships surrounding the Property have had to undergo branding updates with the example of the Gerald Kia dealership re-branding at 1661 Aurora Ave. The Petitioner represents a nationally recognized automotive brand that requires a certain scale of signage for brand consistency and recognition. In the event that the City strictly enforces the Sign Code, Petitioner will be left with the Existing Pylon Sign with the outdated NISSAN logo, which will not match the signage and branding update to be undertaken by Petitioner at the Property, creating an unusual condition, lacking continuity, aesthetics and create a significant advertising disadvantage compared to surrounding dealerships along Aurora Avenue and Ogden Avenue. Furthermore, stand-alone automobile dealership signage of the approximate same height is located on the property immediately adjacent to the Property along Ogden Avenue (1585 W. Ogden Avenue) as depicted on Exhibit C attached hereto.

The Property operates in an area with heavy traffic and congested roads, where drivers need ample warning to safely navigate to the entrance. Additionally, several other automobile dealerships are located within this area, along with competitive landscape of other businesses and buildings. A shorter free-standing sign than what the Existing Pylon Sign currently provides in height would not provide the visibility necessary within this visually heavy area, therefore, potentially causing traffic incidents and potentially deterring customers.

c. The variance, if granted, will not alter the essential character of the neighborhood and will not be a substantial detriment to adjacent property.

The essential character of the neighborhood will be enhanced and preserved by further investment into the Property. The proposed New Pylon Sign is approximately twenty-five feet

(25') in height and seven feet, nine and three-eighth inches (7'- 9 3/8") in width, a sign area of

sixty-eight and 93/100 (68.93) square feet, and maximum pylon signage of approximately one

hundred ninety-six and 25/100 (196.25) square feet, and will not create a detriment to adjacent

properties because it is smaller than the Existing Pylon Sign. Additionally, the New Pylon Sign is

similar in height to the GMC car dealership sign to the south of the Property, as mentioned above.

Petitioner's intent is to improve the appearance of the Property by replacement of the Existing

Pylon Sign with the New Pylon Sign and associated landscaping, which also allows for additional

investment in the City and will further improve the City's real estate and sales tax revenues.

WHEREFORE, by reason of the foregoing, the undersigned Petitioner requests the City

Council and Plan Commission take the necessary steps to: (i) grant the sign variances from Section

6-16-5:2.2 of the Sign Code to permit the installation of above-mentioned sign located on the

property at the northwest corner of Aurora Avenue and Ogden Avenue, and commonly known as

Gerald NISSAN of Naperville, which is legally described on **Exhibit A**; and (ii) grant such other

variances, departures or deviations as may be necessary to permit the installation of the New Pylon

Sign as depicted on the signage plans and elevations attached as **Exhibit B**.

RESPECTFULLY SUBMITTED this 22nd day of April, 2024.

PETITIONER:

Gerald Realty Holdings, LLC, a

Delaware limited liability company

By:

Zachary W. Blair

Zachary W. Blair

Attorney for Petitioner

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Exhibit D

EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOT 3 IN CENTERPOINT BUSINESS PARK, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 2003 AS DOCUMENT R2003-092726, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PLAT OF CENTERPOINT BUSINESS PARK, AFORESAID, FOR INGRESS AND EGRESS OVER AND ACROSS THE PORTIONS OF LOT 15 AS MARKED AND IDENTIFIED AS INGRESS AND EGRESS EASEMENT.

PARCEL 3:

THE NORTH ½ OF LOT 2 OF CARPENTER'S ASSESSMENT PLAT OF PART OF THE EAST ½ OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED MARCH 22, 1946 AS DOCUMENT 494064, EXCEPT THAT PART OF OGDEN AVENUE TAKEN FOR RIGHT-OF-WAY, IN DUPAGE COUNTY, ILLINOIS

Property address: 1575 W. Ogden Avenue, Naperville, Illinois 60540

PIN: 07-22-200-027

EXHIBIT B SIGN PLANS AND ELEVATION FOR NEW PYLON SIGN

NISSAN NORTH AMERICA Dealer Presentation Package

0

2. SCHEDULE OF SIGNS

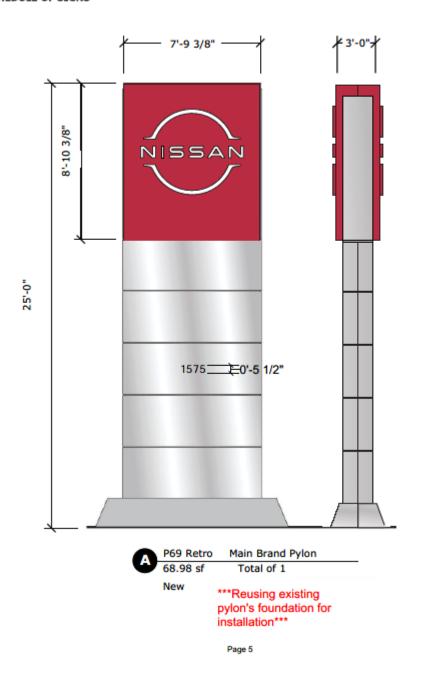


EXHIBIT B (CONT.) SEE ATTACHED ALTA SURVEY

R2003-092726 (SEE RECORDED PLAT FOR EASEMENT DETAILS) SITE MAP NOT TO SCALE

<u>LEGEND</u> ROOF DRAIN/DOWN SPOUT PAINTED GAS LINE GAS VALVE SG GAS METER STORM INLET ⊗ G GAS VALVE VAULT STORM MANHOLE GAS METER FLARED END SECTION PIPELINE MARKER CLEANOUT MONITORING WELL SANITARY MANHOLE POST INDICATOR VALVE HOSE BIB WELL HEAD HYDRANT FLAGPOLE MAILBOX WATER VALVE WATER VALVE VAULT PAINTED WATER LINE POST/BOLLARD PUBLIC PAY TELEPHONE SPRINKLER HEAD PARKING METER WATER METER WETLAND MARKER FOUND DISK IN CONCRETE BASKETBALL HOOP FOUND ROW MARKER AIR CONDITIONER PAD/UNIT FOUND IRON ROD S FOUND RAILROAD SPIKE PK FOUND PK NAIL W/ TRUNK SIZE

ABBREVIATIONS

EXISTING TOP OF CURB ELEVATION EXISTING EDGE OF PAVEMENT ELEVATION EXISTING SPOT ELEVATION H.C. HANDICAP PARKING F.F. FINISHED FLOOR T.F. TOP OF FOUNDATION CMP CORRUGATED METAL PIPE RCP REINFORCED CONCRETE PIPE VCP VITRIFIED CLAY PIPE

FRM. FRAME

TC TOP OF CURB

F.L. FLOW LINE

BIT. BITUMINOUS

CONC. CONCRETE

MH MANHOLE

INV INVERT

N NORTH

S SOUTH

E EAST

W WEST

DEP DEPRESSED CURB

EP EDGE OF PAVEMEN

CW CONCRETE WALK

BW BOTTOM OF WALL

TW TOP OF WALL

TP TOP OF PIPE

BW BACK OF WALK

DIP DUCTILE IRON PL

SD STORM DRAIN

SAN SANITARY SEWER

CB CHORD BEARING

U.E. UTILITY EASEMENT

P.U.E. PUBLIC UTILITY EASEMENT

PC POINT OF CURVATURE

M.U.E. MUNICIPAL UTILITY EASEMENT

I.E. INGRESS & EGRESS EASEMENT

PCC POINT OF COMPOUND CURVATURE

PRC POINT OF REVERSE CURVATURE

<0.00'> INFORMATION TAKEN FROM DEED

ETBE EXCEPTION TO BLANKET EASEMENT

D.E. DRAINAGE EASEMENT

PT POINT OF TANGENCY

(0.00') RECORD DATUM

[0.00'] MEASURED DATUM

0.00' CALCULATED DATUM

A ARC LENGTH

R RADIUS

FES FLARED END SECTION

BRK. BRICK

FIB FOUND IRON BAR

SPK SET PK NAIL

 SIP SET IRON PIPE SBM SET MONUMENT

FBM FOUND BRASS MONUMENT +FCC FOUND CROSS NOTCH

SET TRAVERSE POINT SET CONCRETE MONUMENT

> (but not the obligation) to pave and surface the "Cross Access Easement #1" area with an impervious material (such as concrete or asphalt) of sufficient beging strength so as to nodate the automobile, truck and tractor trailer vehicles as shall, from time to time, regularly No obstructions or barriers shall be erected on or about "Cross Access Easement #1."

A perpetual non-exclusive easement for vehicular ingress and egress is hereby granted in favor of Lot 5, over and across the portion of Lot 6 marked and identified as "Cross Access Easement #2" on this Plat. The owner(s), from time to time, of Lot 5 shall at its (their) sole expense, keep and maintain the Cross Access Easement #2" in good order and repair. By accepting any deed or other instrument of conveyance for Lot 5, the owner(s), from time to time, of said Lot 5 shall be deemed to have covenanted and agreed to undertake such maintenance of the "Cross Access Easement #2" as aforesaid, during the period for which such owner(s) shall own Lot

EASEMENT PROVISIONS TAKEN FROM R2003-092726

A perpetual non—exclusive easement for vehicular ingress and egress is hereby granted in favor of

Lot 8, over and across the portion of Lot 12 marked and identified as "Cross Access Easement #1 on this Plat.

of conveyance for Lot 8, the owner(s), from time to time, of said Lot 8 shall be deemed to have

covenanted and agreed to undertake such maintenance of the "Cross Access Easement #1" as

aforesaid, during the period for which such owner(s) shall own Lot

but not the obligation) to pave and surface the "Cross Access Easement #2" area with an mpervious material (such as concrete or asphalt) of sufficient bearing strength so as to No obstructions or barriers shall be erected on or about "Cross Access Easement #2." CROSS-ACCESS EASEMENT #3 A perpetual non-exclusive easement for vehicular ingress and egress is hereby granted in favor of Lots 5, 6, 7, 8 and 11, over and across the portions of Lots 6, 7, 8 and 11 as marked and

identified as "Cross Access Easement #3" on this Plat. The owner(s), from time to time, of Lot 6 shall at its (their) sole expense, keep and maintain so much of the "Cross Access Easement #3" as lies within said Lot 6, in good order and repair, and improved with a continuous impervious material (such as concrete or asphalt) of sufficient bearing strength so as to accommodate the automobile, truck and tractor trailer vehicles as shall, from conveyance for lot 6 the owner(s) from time to time of said lot 6 shall be deemed to have covenanted and agreed to undertake such maintenance of so much of the "Cross Acces Easement #3" as lies within said Lot 6 as aforesaid, during the period for which such owner(s) shall

CROSS-ACCESS EASEMENT #3 CONTINUED The owner(s), from time to time, of Lot 7 shall at its (their) sole expense, keep and maintain so much of the "Cross Access Easement #3" as lies within said Lot 7, in good order and repair, and improved with a continuous impervious material (such as concrete or asphalt) of sufficient bearing strength so as to accommodate the automobile, truck and tractor trailer vehicles as shall, from time to time, regularly use such easement area. By accepting any deed or other instrument of conveyance for Lot 7, the owner(s), from time to time, of said Lot 7 shall be deemed to have covenanted and agreed to undertake such maintenance of so much of the "Cross Access Easeme #3" as lies within said Lot 7 as aforesaid, during the period for which such owner(s) shall own Lot

The owner(s), from time to time, of Lot 8 shall at its (their) sole expense, keep and maintain so much of the "Cross Access Easement #3" as lies within said Lot 8, in good order and repair, and improved with a continuous impervious material (such as concrete or asphalt) of sufficient bearing trength so as to accommodate the automobile, truck and tractor trailer vehicles as shall, from time to time, regularly use such easement area. By accepting any deed or other instrument of conveyance for Lot 8, the owner(s), from time to time, of said Lot 8 shall be deemed to have covenanted and agreed to undertake such maintenance of so much of the "Cross Access Easement #3" as lies within said Lot 8 as aforesaid, during the period for which such owner(s) shall own

No obstructions or barriers shall be erected on or about "Cross Access Easement #3." In establishing and/or maintaining the grade level of the impervious surface of the "Cross Access Easement #3" area, each of the respective owners of Lots 5, 6, 7 and 8 shall cooperate in maintaining a reasonably consistent grade level so as to permit unobstructed vehicle movements and consistent maintenance. For purposes of "Cross Access Easement #3," maintenance shall be deemed to include (but not be limited to) the repair of potholes and cracks, keeping the surface of the easement area free of snow and ice, and providing surface striping for the coordinated movement INGRESS-EGRESS EASEMENT

A perpetual non-exclusive easement for vehicular ingress and egress is hereby granted in favor of Lots 2, 3, 4, 5, 6, 7 and 8, over and across the portions of Lot 15 as marked and identified as 'Ingress & Egress Easement" (I.E.) on this Plat. No obstructions or barriers shall be erected on or about the "Ingress & Egress Easement" (I.E.).

With respect to each of the foregoing Cross Access Easements and the foregoing Ingress—Egress Easement, the following general terms shall apply: 1. Whenever an easement is granted in favor of a Lot, it shall be intended for the benefit and use of the Lot Owner(s) and each of its or their tenants, subtenants, contractors, employees, agents, customers, vendors, invitees and all of the other lawful occupants of or visitors to each of said

2. The Owner(s) of a Lot over which any of the foregoing Cross Access or Ingress-Egress sements lie shall have the right to establish reasonable traffic controls over the subject easement area on such Lot, including but not limited to speed limits, and yield and stop requirements at intersections or access points, provided that such traffic controls shall not have the effect of denying or unreasonably limiting vehicular access to and from all of the Lots so benefited by the foregoing easements. Restricting or limiting access over or through any easement hereby created, by day or time of day, shall be strictly prohibited, it being the intent hereof that access shall be per day, each and every day.

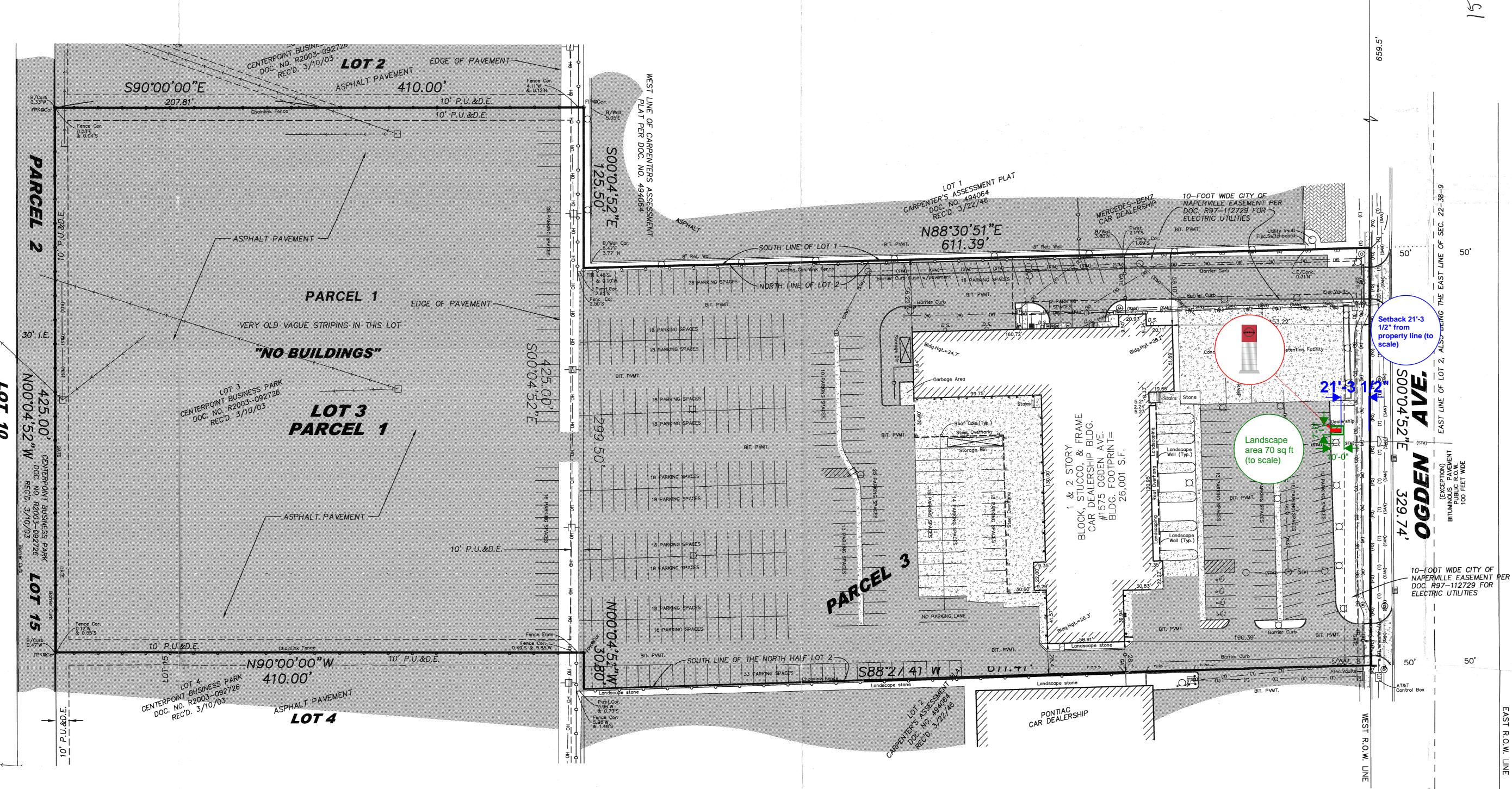
Access for Lots 2, 3 and 4 Required: No deed from the subdivider hereunder shall be recorded conveying Lots 2, 3 or 4 as shown on this Final Plat of Subdivision until a release is obtained from the City of Naperville, which release shall be in recordable form and will be issued by the City of Naperville upon its receipt of proof that access to a public right of way has been provided, or that the purchaser is contractually obligated to provide access to Ogden Avenue on a permanent basis. Said contractual obligation shall be a covenant running with the land (with respect to lots 2, 3, and 4) until the contractual obligation has been satisfied, and shall require either consolidation of the purchased parcel with an djacent parcel having established access to Ogden Avenue, or a permanent access easement to Ogden Avenue as set forth herein, either of which shall occur within six (6) months of closing. 1 to City of Naperville Ordinance 03-50 passed on February 18, 2003 approving this Final Plat of permanent access easement has been provided. This requirement shall be a covenant running with the land (with respect to said Lots 2, 3 and 4) until this requirement has been satisfied for a

GERALD NISSAN SUBARU CAR DEALERSHIP NAPERVILLE, DU PAGE COUNTY, ILLINOIS

JEFFERSON AVENUE

N 88°37'08" E

ALTA/ACSM LAND TITLE SURVEY



1. COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY POINTS AND MONUMENTS BEFORE ANY CONSTRUCTION, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO SURVEYOR.

GENERAL NOTES

. ONLY PRINTS OF THIS SURVEY WITH AN EMBOSSED SEAL SHALL BE DESIGNATED OFFICIAL COPIES. THIS SURVEY WAS PREPARED FOR THE SOLE USE OF THE CLIENT AS STATED HEREON AND IS NON-TRANSFERABLE

3. DO NOT SCALE DIMENSIONS FROM THIS PLAT.

4. THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED UPON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT, TOGETHER WITH THE TITLE COMMITMENT. THE PARCEL WHICH IS DEFINED MAY NOT REFLECT ACTUAL OWNERSHIP BUT REFLECTS WHAT WAS SURVEYED. FOR OWNERSHIP, CONSULT YOUR TITLE COMPANY.

5. A CURRENT CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT, ORDER NO. 1401 880008078. EFFECTIVELY DATED SEPTEMBER 11, 2009 AS REVISED AND AMENDED WAS PROVIDED FOR SURVEYORS USE AT THE TIME OF PREPARATION OF THIS SURVEY. THE PROPERTY IS SUBJECT TO THOSE TITLE EXCEPTIONS LISTED THEREIN. REFER TO "PERTINENT TITLE EXCEPTIONS" LISTED ON THE FACE OF THIS PLAT.

6. MANHOLES, INLETS AND OTHER UTILITY RIMS OR GRATES SHOWN HEREON ARE FROM FIELD LOCATION OF SUCH, AND ONLY REPRESENT SUCH UTILITY IMPROVEMENTS WHICH ARE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY, THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE. THE LABELING OF THESE MANHOLES (SANITARY, WATER, ETC.) IS BASED SOLELY ON THE "STAMPED" MARKINGS OF THE RIM. NO UNDERGROUND ORSERVATIONS HAVE BEEN MADE TO VERIFY THE ACTUAL USE OR EXISTENCE OF UNDERGROUND UTILITIES. NO UNDERGROUND DRAIN TILES, IF ANY EXIST, SHOWN HEREON. UNDERGROUND UTILITY LINES SHOWN HEREON ARE BASED ON FIELD LOCATED STRUCTURES IN COORDINATION WITH ATLAS INFORMATION PROVIDED BY UTILITY COMPANIES THROUGH

J.U.L.I.E.'S DESIGN STAGE PROCESS. SEE "UTILITY ATLAS NOTES" HEREON FOR SPECIFICS.

7 THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS, TRAILERS, CARS. DIRT. PAVING OR SNOW. AT THE TIME OF THIS SURVEY, SNOW DID NOT COVER THE SITE. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.

8. OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE.

9. CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION. 10. PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL

THEIR FUNCTION AND DIMENSIONS HAVE NOT BEEN SHOWN.

INFORMATION. OVERHEAD WIRES AND POLES (IF ANY EXIST) ARE SHOWN HEREON, HOWEVER

11. THIS PROPERTY IS ZONED "B3" PER LATEST ZONING MAP FROM THE CITY OF NAPERVILLE, II I INOIS. THE PROPERTY IS SUBJECT TO RESTRICTIONS AS ESTABLISHED PURSUANT TO THE ZONING ORDINANCES AS AMENDED. IN REFERENCE TO TABLE A ITEM 6. THERE MAY BE A NFFD FOR AN INTERPRETATION OF A RESTRICTION. THE SURVEYOR CANNOT MAKE A CERTIFICATION ON THE BASIS OF AN INTERPRETATION. VERIFY ALL INQUIRIES WITH THE CITY'S ZONING OFFICER.

12. THERE IS NO OBSERVABLE EVIDENCE OF A SOLID WASTE DUMP, SANITARY LAND FILL OR CEMETERIES ON THE PROPERTY.

13. THERE ARE NO NEW RIGHT OF WAY CHANGES THAT THE SURVEYOR IS AWARE OF.

14. THIS IS NOT A TOPOGRAPHIC SURVEY AND IS NOT TO BE USED FOR DETAILED SITE DESIGN. 15. EXISTING EASEMENTS SHOWN HEREON ARE PURSUANT TO THE RESPECTIVE RECORDED PLAT OF SUBDIVISION, UNLESS NOTED OTHERWISE.

UTILITY ATLAS NOTES:

CONTACTS PROVIDED BY J.U.L.I.E. & LISTED BELOW WERE

CONTACTED BY V3 VIA FAX, REQUESTING UTILITY ATLAS

J.U.L.I.E. DESIGN STAGE REQUEST DIG NUMBER A2810551 RECEIVED 10/08/09

INFORMATION ON OCT. 8, 2009 **RESPONSE** SUPPLIED LETTER/NO MAP A. T. & T. (TRANS.) A. T. & T. (DIST.) RESPONDED WITH ATLAS COM-ED "ALL CLEAR" NO RESPONSE DUPAGE WATER COMMISSION NO RESPONSE KENTUCKY DATA LINK, INC. NO RESPONSE UNITE PRIVATE NETWORK "ALL CLEAR" NICOR GAS NO RESPONSE CITY OF NAPERVILLE (ENG.) RESPONDED WITH ATLAS RESPONDED WITH ATLAS CITY OF NAPERVILLE (ELEC.)

FLOOD HAZARD NOTE

NO RESPONSE

8.6308

SMP CONTRACT LOCATOR

I FURTHER CERTIFY THAT THE ABOVE DESCRIBED AREA FALLS IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN) PER F.E.M.A. FLOOD INSURANCE RATE MAPS (F.I.R.M.) MAP NUMBERS 1702130111C AND 1702130012C, BOTH WITH EFFECTIVE DATE OF MAY 18, 1992.

BASIS OF BEARINGS

AREA SQ. FT. ► ACRES 174,251 4.0002 PARCEL 201,709 4.6306

ASSUMED THE SOUTH LINE OF JEFFERSON

AVENUE TO BE: N 88° 37' 05" E

PARCEL

PARKING COUNT

REGULAR SPACES

HANDICAP

ZONING NOTES - "B3"

PER CITY OF NAPERVILLE'S MUNICIPAL CODE.

6-7C-7: YARD REQUIREMENTS:

The minimum yards required in the B3 district shall be as follows: 1. Where a side lot line of the B3 district coincides with a side or rear lot line in an adjacent residence district or is across an existing or proposed right of way from property located in a residence district, a yard shall be provided along such side lot line as follows:

1.1. Where the B3 district abuts a lot located in an R1A, E1, E2, or AG district, the yard provided shall be not less than fifteen feet (15') in depth. 1.2. Where the B3 district abuts a lot located in an R1B, R2, R3, R4, or R5 district, the yard

provided shall be not less than twelve feet (12') in depth. 1.3. Where the B3 district is across an existing or proposed right of way from property located in an R1A. E1. E2, or AG district, the yard provided shall be not less than fifteen feet (15') in depth as measured from the edge of the existing or proposed right of way abutting the B3 district. (Ord. 80-5, 1-21-1980)

1.4. Where the B3 district is across an existing or proposed right of way from property located in an R1B, R2, R3, R4, or R5 district, the yard provided shall be not less than twelve feet (12') in depth as measured from the edge of the existing or proposed right of way abutting the 53 district. (Ord. 93-14, 1-19-1993) 2. Where a rear lot line of the B3 district coincides with a side or rear lot line in an adjacent

residence district or across an existing or proposed right of way from property located in a residence district, a yard shall be provided along such rear lot line as follows: 2.1. Where the B3 district abuts a lot located in an R1A, E1, E2, or AG district, the yard provided shall be not less than fifteen feet (15') in depth.

2.2. Where the B3 district abuts a lot located in an R1B, R2, R3, R4, or R5 district, the yard

provided shall be not less than twelve feet (12') in depth. 2.3. Where the B3 district is across an existing or proposed right of way from property located in an R1A, E1, E2, or AG district, the yard provided shall be not less than fifteen feet (15') in depth as measured from the edge of the existing or proposed right of way abutting the B3 district. (Ord. 80-5, 1-21-1980)

2.4. Where the B3 district is across an existing or proposed right of way from property located in an R1B, R2, R3, R4, or R5 district, the yard provided shall be not less than twelve feet (12') in depth as measured from the edge of the existing or proposed right of way abutting the B3 district. (Ord. 93-14. 1-19-1993) 3. Where the extension of a front or side lot line coincides with a front lot line of an abutting lot

located in a residence district or is across an existing or proposed right of way from property located in a residence district, a yard equal in depth to the minimum front yard required by this title on such abutting residential lot shall be provided along such front or side lot lines. 4. Fuel dispensing devices shall be exempt from the established front yard or corner side yard

requirements, but all such dispensing devices shall be set back from the front lot line and the corner side lot line a distance of not less than fifteen feet (15'). (Ord. 80-5, 1-21-1980) 6-7C-8: HEIGHT LIMITATIONS/BULK REGULATIONS:

The maximum floor area ratio for all buildings and structures in the B3 district shall be 0.325. (Ord. 91-52, 4-3-1991)

MARKED AND IDENTIFIED AS INGRESS AND EGRESS EASEMENT.

THE NORTH 1/2 OF LOT 2 OF CARPENTER'S ASSESSMENT PLAT OF PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22. TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED MARCH 22, 1946 AS DOCUMENT 494064, EXCEPT THAT PART OF OGDE AVENUE TAKEN FOR RIGHT-OF-WAY. IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION

LOT 3 IN CENTERPOINT BUSINESS PARK, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE

9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE

PLAT OF CENTERPOINT BUSINESS PARK, AFORESAID, FOR INGRESS AND EGRESS OVER AND ACROSS THE PORTIONS OF LOT 15 AS

PLAT THEREOF RECORDED MARCH 10, 2003 AS DOCUMENT

R2003-092726, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

PERTINENT TITLE COMMITMENT EXCEPTIONS

DOCUMENT RECORDED MARCH 18, 2003 AS DOCUMENT NO. R2003-105103 WHICH DOES NOT CONTAIN A REVERSIONARY OF FORFEITURE CLAUSE.

EVIDENCED BY THE POWER POLES, OVERHEAD WIRES AND STORM SEWERS SHOWN ON PLAT OF SURVEY PREPARED BY V3 CONSULTANTS, DATED JANUARY 27, 2003 AND UPDATED APRIL 30, 2003, PROJECT NO. 02027

36 PUBLIC UTILITY AND DRAINAGE EASEMENT AS SHOWN AND SET FORTH ON THE PLAT OF CENTERPOINT BUSINESS PARK, RECORDED MARCH 10, 2003 AS DOCUMENT R2003-092726, AFORESAID, AS FOLLOWS: EAST 200 FEET OF THE NORTHERLY 20 FEET OF THE MOST SOUTHERLY 30

CENTERPOINT BUSINESS PARK, AFORESAID, AS FOLLOWS: TWO 20 FOOT AND ONE 50 FOOT STRIP WESTERLY OF AND ADJOINING LOT 10 AND VARIOUS 10 FOOT STRIPS IN THE EASTERLY PART OF LOT 15 IN PARCEL 2 (SEE PLAT FOR EXACT LOCATIONS) AFFECTS PROPERTY; PLOTTED HEREON (SEE SITE MAP & RECORDED PLAT AF 38 CITY OF NAPERVILLE SPECIAL UTILITY EASEMENT AS SHOWN AND SET

FORTH ON THE LAT OF CENTERPOINT BUSINESS PARK, AFORESAID, AS

AE 37 DRAINAGE EASEMENT AS SHOWN AND SET FORTH ON THE PLAT OF

20 FEET ALONG THE NORTH LINE OF LOT 15 IN PARCEL 2 AFFECTS PROPERTY; PLOTTED HEREON (SEE SITE MAP & RECORDED PLAT) AG 39 THE PLAT OF CENTERPOINT BUSINESS PARK, AFORESAID, INCLUDES A CERTIFICATION BY THE SURVEYOR THAT THE LAND IS LOCATED WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

AFFECTS PROPERTY; NOTED HEREON 40 (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 2 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT AFFECTS PROPERTY; NOTED HEREON (SEE ALSO RECORD SUBPLA (B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT. AFFECTS PROPERTY; NOTED HEREON (SEE SUBPLAT

NOTE CONTAINED ON THE PLAT OF CENTERPOINT BUSINESS PARK.

AFORESAID, AS FOLLOWS:

OWNERS OF THE LOTS DRAINING INTO THE STORMWATER FACILITIES ON LOTS 9, 10 AND 14 WILL PAY THEIR PROPORATIONATE SHARE OF THE MAINTENANCE COST AFFECTS PROPERTY: NOTED HEREON (SEE SUBPLAT) AL 44 EASEMENT IN FAVOR OF CITY OF NAPERVILLE, AND ITSTALLED SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. R97-112729, AFFECTING THE

LAND. AFFECTS PROPERTY; PLOTTED HEREON

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF DUPAGE

I HEREBY CERTIFY TO COMERICA BANK, A TEXAS BANKING ASSOCIATION (LENDER); CHICAGO TITLE INSURANCE COMPANY (TITLE COMPANY), AND NEIL D. GERALD. AS TRUSTEE OF THE NEIL D. GERALD REVOCABLE TRUST DATED FEBRUARY 29. 1988. AS AMENDED AND RESTATED THAT THE SURVEY PREPARED BY ME ENTITLED "GERALD NISSAN SUBARU CAR DEALERSHIP" WAS ACTUALLY MADE UPON THE GROUND AND THAT IT AND THE INFORMATION, COURSES, AND DISTANCES SHOWN THEREON ARE CORRECT. THAT EXCEPT AS SHOWN OR NOTED HEREON, THE TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME, THAT THE SIZE, LOCATION, AND TYPE OF BUILDINGS AND IMPROVEMENTS ARE AS SHOWN AND ALL ARE WITHIN THE BOUNDARY LINES OF THE PROPERTY. AND ANY APPLICABLE SET-BACK LINES OF THE PROPERTY, AND THAT THERE ARE NO EASEMENTS, ENCROACHMENTS, PARTY WALLS, CEMETERIES OR FAMILY BURYING GROUNDS OR USES AFFECTING THIS PROPERTY APPEARING FROM A CAREFUL PHYSICAL INSPECTION OF THE SAME, OTHER THAN THOSE SHOWN AND DEPICTED THEREON: THAT ALL UTILITIES SERVICES REQUIRED FOR THE OPERATION OF THE PROPERTY EITHER FNTFR THE PROPERTY THROUGH ADJOINING PUBLIC STREETS OR THE SURVEY SHOWS THE POINT OF ENTRY AND LOCATION OF ANY UTILITIES WHICH PASS THROUGH OR ARE LOCATED ON ADJOINING PRIVATE LAND: THAT THE SURVEY SHOWS THE LOCATION AND DIRECTION OF ALL VISIBLE STORM DRAINAGE SYSTEMS FOR THE COLLECTION AND DISPOSAL OF ALL ROOF AND SURFACE DRAINAGE; THAT ANY DISCHARGE INTO STREAMS, RIVERS OR OTHER CONVEYANCE SYSTEM IS SHOWN ON THE SURVEY; AND THAT THE PARCEL(S) DESCRIBED HEREON DO NOT LIE WITHIN FLOOD HAZARD AREAS IN ACCORDANCE WITH ANY MAPS ENTITLED FLOOD INSURANCE RATE MAP, FLOOD HAZARD FLOODWAY BOUNDARY FLOOD HAZARD BOUNDARY MAP, OR FLOOD BOUNDARY AND FLOODWAY MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR A FLOOD HAZARD BOUNDARY MAP PUBLISHED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. I FURTHER CERTIFY THAT THE PROPERTY ABUTS AN ACCESSIBLE

STREET (PUBLICLY DEDICATED), AND THAT THE FOLLOWING PARTY(IES) ARE IN POSSESSION OF THE PROPERTY IN THE INDICATED CAPACITIES GERALD NISSAN SUBARU THIS SURVEY IS MADE IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL

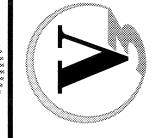
REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS JOINTLY ESTABLISHED AND

ADOPTED BY ALTA AND ACSM IN 2005. ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3188

V3 COMPANIES OF ILLINOIS, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902

MY LICENSE EXPIRES ON NOVEMBER 30, 2010.

THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2011.



NOTES: 1.) CAULK ALL SEAMS AS REQ'D AGI TO PREVENT LIGHT LEAK WEIGHT: HEAD - 1,050 LBS. PLAN VIEW 1 1/4" = 1' - 0" ONE LEG - 1,275 LBS. Date 09.16.15 ACI BOR M. SMITH ALL WEIGHTS INCLUDE SHIPPING awn Dy BMA/JGD Project Mgr. A.HILL FABRICATED 4MM PREFINISHED 120 W 'SUNRISE SILVER METALLIC' ALUCABOND ACM CABINET NISSAN .177" CLEAR SPRAY CHROMED POLYCARBONATE LOGO W/ FIRST SURFACE APPLIED OPAQUE 'MATTE BLACK' LETTERS UL SECTIONAL LABEL (1 OF 3) TO BE PLACED ON BOTTOM OF FIXED FACE MFG LABEL TO BE PLACED ON BOTTOM OF FIXED FACE FABRICATED 4MM PREFINISHED 'SUNRISE SILVER METALLIC' ALUCABOND PLUS RED #56135 ACRYLIC COLUMN LENS UL SECTIONAL LABEL ONLY (2 OF 3) NISSAN ASSET LABEL UL SECTIONAL LABEL ONLY (3 OF 3) FABRICATED ALUM. BASE COVER <u>PAINTED</u> 10 MATCH PMS 8C COOL GREY C 2 FRONT ELEVATION 1/4" = 1' - 0" 3 SIDE VIEW 1 1/4" = 1 · 0" 09133 MBS-75

EXHIBIT B-1 EXISTING PYON SIGN

Exhibit D

EXHIBIT C DEPICTION OF THE SIMILARLY SIZED DEALERSHIP SIGN TO THE SOUTH

