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**PROPERTY ADDRESS:  
24254 111<sup>TH</sup> STREET  
NAPERVILLE, IL 605641  
P.I.N.**

**07-01-16-400-004**

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

**ANNEXATION AGREEMENT  
FOR THE BELVEDERE SUBDIVISION (24254 111<sup>TH</sup> STREET)**

THIS ANNEXATION AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (*insert date of signature of the Mayor which shall be the “EFFECTIVE DATE”*), between the CITY OF NAPERVILLE, an Illinois municipal corporation and home rule unit of local government under the statutes and Constitution of the State of Illinois, with offices at 400 South Eagle Street, Naperville, Illinois 60540, (hereinafter referred to as the “**CITY**”) and BC Belvedere, LLC, an Illinois limited liability company, with offices at 336 Bon Air Center #351, Greenbrae, CA, 94904 (hereinafter referred to as the “**OWNER AND DEVELOPER**”).

**RECITALS**

1. **WHEREAS**, the OWNER AND DEVELOPER is the owner of record of all of the real property described in **EXHIBIT A**, 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**, the OWNER AND DEVELOPER have signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk for the SUBJECT PROPERTY; and

3. **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

4. **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

5. **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

6. **WHEREAS**, in addition to the matters specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the OCI (Office, Commercial, and Institutional) District of the CITY'S Zoning Ordinance 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

7. **WHEREAS**, OWNER AND DEVELOPER are seeking a conditional use to allow for a two hundred and twelve (212) unit multi-family development in the OCI Zoning District and a conditional use for a planned unit development to be known as "The Belvedere".

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. This provision shall survive the expiration or termination of this Agreement.

**G12.0 ELECTRICAL UTILITY SERVICE.**

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

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

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

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

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

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

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

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

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

G14.2 Except as provided in Subsections G14.2.1 and G14.2.2 and G14.2.3 of this Section, if, during the first two (2) years of the term of this Agreement, the provisions of 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 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 agree 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 agree that: (1) at no time shall the CITY be liable for attorneys' fees with respect thereto; (2) OWNER AND DEVELOPER shall be liable to pay the CITY'S reasonable attorneys' fees and costs (in-house or outside counsel) in enforcement thereof; and (3) the list of circumstances set forth in such surety (including any exhibit thereto) as bases for default thereunder shall entitle the CITY to draw on said surety. Notwithstanding provision of said surety, until the public improvements have been accepted by the CITY, the OWNER AND DEVELOPER shall remain obligated for completion of said public improvements and/or (at the CITY'S sole discretion) to pay any costs for said public improvements to the extent that the surety is not sufficient to pay for the costs of the public improvements, or in the event of any denial, or partial denial, of coverage by the surety, or failure of the surety to timely respond to a demand for payment. The provisions set forth in this Section G32 shall survive the expiration or termination of this Agreement.

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

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

**G34.0 EXHIBITS INCORPORATED.**

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

**G35.0 AMBIGUITY.**

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

**G36.0 RECAPTURE AGREEMENTS.**

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

G36.1.1 If a proposed Recapture Agreement and supporting documentation are not provided to the City Engineer within twelve (12) months from completion of the Improvements by the OWNER AND DEVELOPER 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 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 automatically be included therein.

**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 OCI (Office, Commercial and Institutional District).

S1.2 A plat of annexation prepared by CEMCON, Ltd., dated March 16, 2022, last revised April 27, 2022, 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, which has been paid by the OWNER AND DEVELOPER.

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

S3.1 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:



S3.1.1 **Sidewalk Recapture Fee: \$15,179.20** which represents 663.73 feet of frontage on 111<sup>th</sup> Street at \$40 per linear foot (or \$26,549.20) less the portion of the sidewalk to be replaced by the OWNER AND DEVELOPER along approximately 284.25 linear feet of the frontage of the SUBJECT PROPERTY on 111<sup>th</sup> Street pursuant to Section S8.1 (or \$11,370.00) as depicted on the Preliminary Engineering Plans prepared by Cemcon, Ltd. dated March 29, 2022 and last revised July 5, 2022 (“**Preliminary Engineering Plans**”). Said \$15,179.20 shall be paid by OWNER AND DEVELOPER prior to recordation of this Agreement and the Ordinance annexing the SUBJECT PROPERTY.

S3.1.2 **Sidewalk True-Up Payment.** The 284.25 linear feet described above will be verified by the City Engineer upon submission of final engineering plans for The Belvedere subdivision and OWNER AND DEVELOPER shall pay any additional amount (“**True-Up Payment**”) at \$40 per linear foot which the City Engineer determines is due if the amount of sidewalk replaced is less than the 284.25 linear feet depicted on the Preliminary Engineering Plans. Any True-Up Payment shall be paid by the OWNER AND DEVELOPER prior to recordation of the final plat of subdivision for The Belvedere subdivision.

S.3.1.3 **Wastewater Recapture Fee: \$11,420.54** (20.173 acres at \$566.13 per acre for the 111<sup>th</sup> Street Sanitary Pump Station per annexation agreement R1999-104904). Said \$11,420.54 shall be paid by OWNER AND DEVELOPER prior to recordation of this Agreement and the Ordinance annexing the SUBJECT PROPERTY.

S3.2 **Fire Department Disconnection Fee.** The City has calculated the amount to be paid to the Plainfield Fire Protection District pursuant to the provisions of 70 ILCS 705/20(e)(1)-(5) as a result of the annexation of the SUBJECT PROPERTY to the CITY to be **\$8,510.70**. Said amount shall be paid in full by the OWNER AND DEVELOPER to the CITY prior to recordation of the ordinance approving annexation of the Subject Property and prior to recordation of this Agreement. Notwithstanding the foregoing, if the amount owed to the Plainfield Fire Protection District exceeds the amount set forth above, OWNER AND DEVELOPER shall be responsible for payment of said additional amount prior to recordation of the final plat of subdivision for the SUBJECT PROPERTY. If the \$8,510.70 disconnection fee has not been paid prior to the termination or expiration of this Agreement, the provisions in this Subsection S3.2 shall survive the expiration or termination of this Agreement.

**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:**

BC Belvedere, LLC  
336 Bon Air Center #351  
Greenbrae, CA 94904

**WITH COPIES TO:**

Patti A. Bernhard, Esq.  
Rosanova & Whitaker, Ltd.  
127 Aurora Avenue  
Naperville, IL 60540

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

S5.1 The provisions of Section G14.0 this Agreement notwithstanding, any amendments to the CITY'S Building, Fire, or Life Safety Codes or regulations approved and enacted after the EFFECTIVE DATE of this Agreement shall be applicable to the SUBJECT PROPERTY without exception. Once the OWNER AND DEVELOPER has filed a building permit application and associated permit drawings, the CITY shall review said application and associated permit drawings based on the City's Building, Fire and Life Safety Codes effective as of the date of said building permit application, provided that OWNER AND DEVELOPER diligently pursue said permit application and proceeds to permit issuance within six (6) months of the date of said permit application.

**S6.0 EMERGENCY ACCESS.**

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

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

S7.1 OWNER AND DEVELOPER agrees to abide by the school and park donation provisions set forth in Title 7 of the Naperville Municipal Code as amended from time to time. OWNER AND DEVELOPER shall elect whether to pay the required school and park donations by the Estimated Lump Sum Payment or Per Permit approach as set forth in subsection S7.1.1 and S7.1.2 below and further agrees that at no time shall such payment be paid under protest.

S7.1.1 If the OWNER AND DEVELOPER elects to pay the required school and park donation cash-in-lieu fee pursuant to the “Estimated Lump Sum Payment” provisions set forth in Section 7-3-5:5.2.1 and Subsection 5:5.2.1.1 of the Naperville Municipal Code, as amended from time to time, no credit will be given since no single family residences were located on the SUBJECT PROPERTY.

S7.1.2 If the OWNER AND DEVELOPER elects to pay the required school and park donation cash-in-lieu pursuant to the “Per Permit Payment” provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code, no school and park donation credit shall be given for the SUBJECT PROPERTY if the OWNER AND DEVELOPER elects to pay for the required school and donation prior to issuance of each building permit.

The provisions of this Section 7 and each subsection hereof shall survive the termination or expiration of this Agreement.

**S8.0 SIDEWALKS.**

S8.1 As referenced in Section S3.1 above, certain portions of the sidewalk along approximately 284.25 linear feet of frontage along 111<sup>th</sup> Street will be removed and replaced by the OWNER AND DEVELOPER, at OWNER AND DEVELOPER’S sole cost, during construction of The Belvedere subdivision in order to accommodate two (2) driveways into the site. Said sidewalk replacement shall be constructed by the OWNER AND DEVELOPER and approved by the City Engineer within twelve (12) months of issuance the first building permit for the SUBJECT PROPERTY. An extension of this timeframe may be granted in writing at the discretion of the City Engineer.

S8.2 OWNER AND DEVELOPER further agrees to replace any public sidewalk damaged during the construction of The Belvedere subdivision at OWNER AND DEVELOPER’S sole cost. Said sidewalk replacement shall be constructed by the OWNER AND DEVELOPER and approved by the City Engineer within twelve (12) months of issuance the first building permit

for the SUBJECT PROPERTY. An extension of this timeframe may be granted in writing at the discretion of the City Engineer. OWNER AND DEVELOPER shall not receive any credit for sidewalk replaced due to damage.

S8.3 The provisions set forth in Subsections S8.1 and S8.2 above shall supersede the provisions of Section G6.1 herein. If the sidewalks have not been accepted by the CITY prior to the expiration or termination of this Agreement, the provisions set forth in S8.1 and S8.2 above shall survive the expiration or termination of this Agreement.

**S9.0 TREE PRESERVATION.**

S9.1 At a minimum OWNER AND DEVELOPER shall preserve the existing evergreen trees as depicted as the “Existing Evergreen Treeline” along the west boundary line of the SUBJECT PROPERTY as well as one existing tree near the western entrance as depicted on the Preliminary Landscaping Development Plans prepared by Signature Design Group, dated April 26, 2022, last revised May 11, 2022 (“**Preliminary Landscaping Plans**”). A final tree preservation plan (“**Final Tree Preservation Plan**”) shall be submitted by OWNER AND DEVELOPER for review and approval of the City’s Zoning Administrator with the input from the City Forester prior to issuance of a site permit for the SUBJECT PROPERTY. If, during construction, trees to be preserved according to the Final Tree Preservation Plan do not survive for any reason beyond the OWNER AND DEVELOPER’S reasonable control, OWNER AND DEVELOPER shall promptly notify the Zoning Administrator in writing to that effect and the Zoning Administrator and City Forester, with input from the OWNER AND DEVELOPER, will determine the type of replacement tree or trees or other landscaping to replace the tree(s), and the timeframe therefor. Failure to take these steps will require submission of a replacement Final Tree Preservation Plan for review and approval by the Zoning Administrator and shall be subject to enforcement as an ordinance violation; each day that the violation continues shall constitute a separate ordinance violation.

If the construction of The Belvedere is not completed prior to the expiration or termination of this Agreement, including but not limited to the tree preservation provisions set forth herein, the provisions of this Section 9.1 shall survive the termination or expiration of this Agreement.

**S10.0 EXISTING STRUCTURES.**

S10.1 OWNER AND DEVELOPER shall apply for and obtain a demolition permit from the CITY or Will County prior to commencing demolition of the existing structures located on the SUBJECT PROPERTY. Said existing structures are vacant and shall remain vacant until demolished. The OWNER AND DEVELOPER shall demolish the existing structures on the SUBJECT PROPERTY within ninety (90) days from the EFFECTIVE DATE of this AGREEMENT. During said ninety (90) day timeframe, the provisions of G15.2 shall not be applicable; thereafter, if all of the structures on the SUBJECT PROPERTY have not been demolished, the provisions of Section G15.2 shall be operative. The OWNER AND DEVELOPER shall provide written notice to the City Attorney and the City's Zoning Administrator within seven (7) days of completion of the demolition.

**S11.0 REQUIRED RIGHT-OF-WAY DEDICATION.**

S11.1 The OWNER AND DEVELOPER agrees to dedicate, at no cost to the CITY, sixty-foot (60') right-of-way on the north side of 111<sup>th</sup> Street adjacent to the SUBJECT PROPERTY as depicted on the Preliminary Plat of Subdivision attached hereto as **EXHIBIT C**. Said dedication shall be made part of the final subdivision plat for the SUBJECT PROPERTY. The provisions of this Section S11.1 shall survive the termination or expiration of this Agreement.

**S12.0 EFFECTIVE DATE.**

S12.1 Notwithstanding the provisions of Section G2.2, the effective date (herein the "EFFECTIVE DATE") of this Agreement shall be the date upon which this Agreement is recorded with the Will County Recorder. If this Agreement is not recorded within one (1) year of the City Council approval of this Agreement, this Agreement shall be automatically null and void and all rights and obligations hereunder shall then terminate.

/SIGNATURES ON FOLLOWING PAGES/

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

**CITY OF NAPERVILLE**

By: \_\_\_\_\_  
Steve Chirico  
Mayor

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

State of Illinois) )  
County of DuPage ) )

The foregoing instrument was acknowledged before me by Steve Chirico, Mayor, and Pam Gallahue, Ph.D. City Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

-seal-

**OWNER AND DEVELOPER – BC BELVEDERE, LLC**

By: 

John Shalavi

Its: Manager

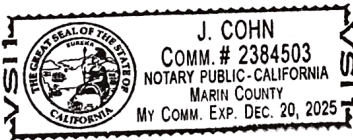
State of ~~Illinois~~ California )

County of Marin )

The foregoing instrument was acknowledged before me by John Shalavi this 8 day of August, 2022.



Notary Public



-seal-

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

**LEGAL DESCRIPTION**

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

COMMONLY KNOWN AS: 24254 111<sup>th</sup> Street, Naperville, IL 60564

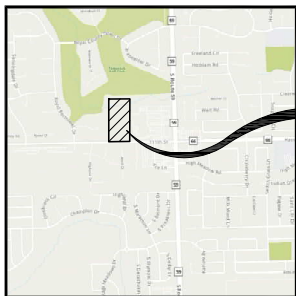
PIN: 07-01-16-400-004



# PLAT OF ANNEXATION

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

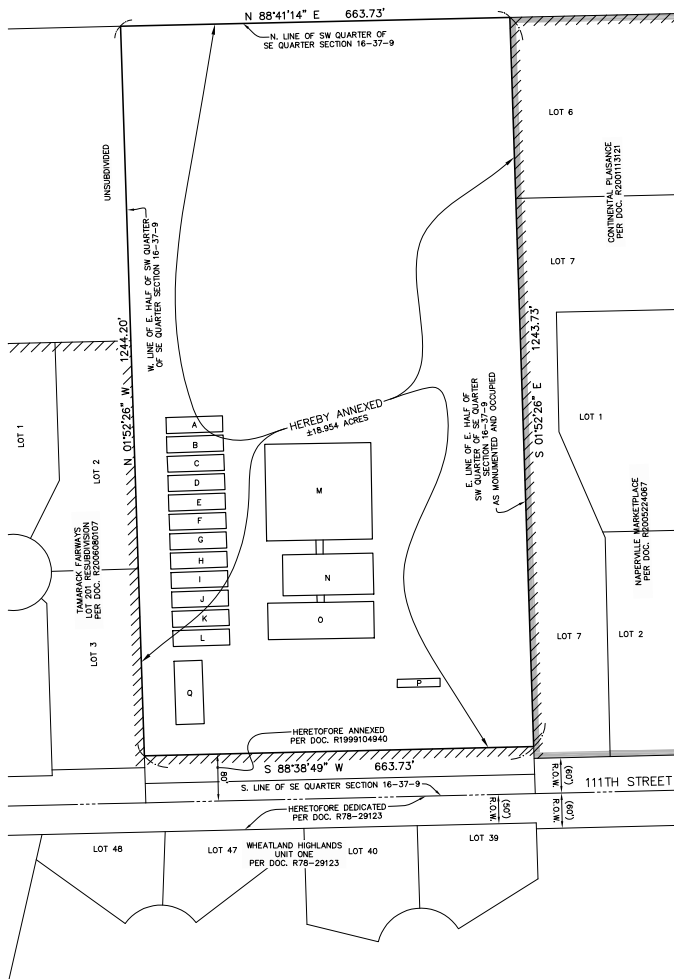
THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY:  
 ENGINEER: J.R. PANKOW  
 NAME: NAPERVILLE CITY CLERK  
 ADDRESS: 400 S. EAGLE STREET  
 NAPERVILLE, IL 60540



VICINITY MAP

SITE LOCATION

100 50 0 100  
 SCALE: 1 INCH = 100 FEET



**LEGEND**

- LIMITS OF ANNEXATION (Heavy Solid Line)
- ADJACENT PROPERTY LINE, UNDERPARCEL, OR RIGHT OF WAY LINE (Light Solid Line)
- QUARTER SECTION LINE (Single Dashed Lines)
- SECTION LINE (Triple Dashed Lines)
- EXISTING NAPERVILLE CORPORATE LIMITS
- EXISTING NAPERVILLE PARK DISTRICT CORPORATE LIMITS
- R.O.W. - RIGHT OF WAY
- DOC. - DOCUMENT
- SEC. - SECTION

**BUILDING SUMMARY**

BLDG.	STRUCTURE TYPE
A-P	GREENHOUSE
Q	1-STORY CONCRETE BLOCK BUILDING

**CITY COUNCIL CERTIFICATE**

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

**NAPERVILLE PARK DISTRICT CERTIFICATE**

STATE OF ILLINOIS )  
 ) (SS.  
 COUNTY OF DU PAGE)  
 THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT REAL ESTATE INCORPORATED INTO AND MADE A PART OF THE NAPERVILLE PARK DISTRICT OF WILL AND DUPAGE COUNTIES  
 BY ORDINANCE NO. \_\_\_\_\_ ADOPTED BY THE BOARD OF PARK DISTRICT COMMISSIONERS.  
 AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
 BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
 PRESIDENT SECRETARY

**WILL COUNTY RECORDER'S CERTIFICATE**

STATE OF ILLINOIS )  
 ) (SS.  
 COUNTY OF WILL )  
 THIS INSTRUMENT \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M.

**WILL COUNTY TAX MAPPING CERTIFICATE**

STATE OF ILLINOIS )  
 ) (SS.  
 COUNTY OF WILL )  
 I, \_\_\_\_\_ DIRECTOR OF THE TAX MAPPING AND PLATTING OFFICE DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIPTION ON THIS PLAT FOR THAT PORTION WITHIN THE LIMITS OF WILL COUNTY AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN DESCRIBED IS LOCATED ON TAX MAP # \_\_\_\_\_ AND IS IDENTIFIED AS PERMANENT REAL ESTATE TAX INDEX NUMBER (PIN) \_\_\_\_\_  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

**PARCEL DESCRIPTION**

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

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
 ) (SS.  
 COUNTY OF DUPAGE)  
 THIS IS TO CERTIFY THAT I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE CITY OF NAPERVILLE.  
 GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

JEFFREY R. PANKOW  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483  
 MY REGISTRATION EXPIRES ON NOVEMBER 30, 2022  
 PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937  
 EXPIRES APRIL 30, 2023

**SURVEYOR'S NOTES**

1. DIMENSIONS ENCLOSED IN ( ) INDICATE RECORD OR DEED DATA. ALL OTHER DIMENSIONS ARE MEASURED, OR MEASURED EQUAL RECORD.
2. THERE ARE NO ELECTORS THAT RESIDE ON THE PROPERTY ANNEXED HEREBY.
3. THERE ARE NO HABITABLE STRUCTURES ON THE PROPERTY ANNEXED HEREBY.

**PREPARED FOR:**

BRIDGE CAPITAL PARTNERS  
 899 PINE STREET  
 SUITE #2000  
 SAN FRANCISCO, CA 94108

**PREPARED BY:**

**CEMCON, Ltd.**  
 Consulting Engineers, Land Surveyors & Planners  
 2280 White Oak Circle, Suite 100 Aurora, Illinois  
 60502-9675 PH: 630.862.2100 FAX: 630.862.2199  
 www.cemcon.com

DISC NO.: 904411 FILE NAME: ANNEX  
 DRAWN BY: AJB FLD. BK. / PG. NO.: E15/B-13  
 COMPLETION DATE: 03-16-22 JOB NO.: 904.411  
 REVISIONS: 04-27-22/VJB PER CITY REVIEW LETTER DATED 04-26-22

**THE BELVEDERE PLAT OF ANNEXATION**  
 CITY OF NAPERVILLE PROJECT NUMBER 22-1-023  
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**EXHIBIT B**

DIRECTOR

DRAWING FILED IN: 2022/03/16/2022 BY: TONY MILLS  
 DATE FILE CREATED: 4/27/2022 BY: TONY MILLS

# PRELIMINARY PLAT OF SUBDIVISION FOR THE BELVEDERE

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



60 30 0 60  
SCALE: 1 INCH = 60 FEET



**LOCATION MAP**

**PARCEL INDEX NUMBER**  
07-01-16-400-004

**PARCEL AREA**  
PARCEL AREA = 878,719 S.F.  
OR 20.173 ACRES

**LOT DIMENSIONS & AREAS ARE APPROXIMATIONS & WILL VARY AT TIME OF FINAL PLATTING.**

**LOT 1 WITH R.O.W. DEDICATION** 838,895 S.F.  
39,824 S.F.

- NOTES**
- ADDITIONAL P.U. & D.E. EASEMENTS MAY BE REQUIRED ON FINAL PLATS BASED ON UTILITY SIZE AND LOCATIONS FROM FINAL ENGINEERING.
  - DIMENSIONS SHOWN ALONG CURVED LINES ARE ARC DISTANCES.
  - ALL RIGHT-OF-WAYS ARE TO BE PUBLIC DEDICATIONS.
  - ALL STREETS, UTILITY PIPES AND MAINS SHALL BE PUBLICLY OWNED AND MAINTAINED.
  - ALL EASEMENTS DEPICTED ON THIS PLAT WILL BE GRANTED ON THE FINAL SUBDIVISION PLATS (UNLESS OTHERWISE NOTED).
  - ALL EASEMENTS ON THE PLAT MAP ARE FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES (UNLESS OTHERWISE NOTED).
  - STORMWATER MANAGEMENT AND PUMP EASEMENTS WILL BE GRANTED ON THE FINAL SUBDIVISION PLATS (UNLESS OTHERWISE NOTED).
  - STORMWATER STORAGE VOLUMES TO BE PROVIDED AND THE DESIGN OF STORMWATER MANAGEMENT FACILITIES SHALL BE IN ACCORDANCE WITH CITY OF NAPERVILLE AND WILL COUNTY REQUIREMENTS.
  - EASEMENTS TO BE PROVIDED PER CITY AND UTILITY COMPANY REQUIREMENTS.
  - FOR PROPOSED CONTOURS, GRADES, UTILITIES, STREETS AND SIDEWALKS REFER TO THE PRELIMINARY ENGINEERING DRAWINGS FOR THIS DEVELOPMENT.
  - ALL REQUIRED CERTIFICATES, STATEMENTS AND CITY CLERK RECORDING NOTE WILL BE PROVIDED ON FINAL PLAT.
  - ALL R.O.W. DEPICTED ON THIS PLAT WILL BE GRANTED ON THE FINAL SUBDIVISION PLATS (UNLESS OTHERWISE NOTED).
  - THE MEASURED BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SUBJECT PROPERTY BEING N 88°16'19" E (ASSUMED).
  - SIGNAGE EASEMENT WILL BE PROVIDED ON THE FINAL PLAT
  - ALL REQUIRED MONUMENTATION WILL BE PROVIDED ON THE FINAL SUBDIVISION PLAT

**LOT 1**  
838,895 S.F.  
R.O.W. DEDICATION  
39,824 S.F.

**EXISTING FLOODPLAIN LIMITS PER EXISTING CONDITIONS FLOOD STUDY**

**BENCHMARK CONTROL POINTS**

**ELEVATION REFERENCE MARK:**

NGS MONUMENT NAPERVILLE 248 (PID: AA3771): STATION IS IN SOUTHWEST CORNER OF INTERSECTION IN FRONT OF A SELF-SERVE GAS STATION AND CONVENIENCE STORE, 5 FEET FROM BACK OF CURB ON WEST SIDE OF IL 59. STATION IS 118.04 FEET SOUTH OF NAIL WITH PLASTIC TAG IN EAST FACE OF POWER POLE, 21.44 FEET SOUTHWEST OF + CHISEL ON TOP OF CONCRETE SIGN BASE, AND 15.24 FEET NORTH OF NAIL WITH PLASTIC TAG IN SOUTHWEST FACE OF POWER POLE. STATION IS STAINLESS STEEL ROD IN PVC SLEEVE WITH METAL CAP AND LID SET FLUSH WITH GROUND.  
ELEVATION: 657.14 NAVD 88

**CONTROL POINTS:**

CP #204: SET "4" IN CONCRETE SIDEWALK ON EAST SIDE OF WESTERN ENTRANCE ON THE NORTH SIDE OF 11TH STREET.  
NORTHING: 1826258.43  
EASTING: 1017599.24  
ELEVATION: 659.87 NAVD 88

CP #205: SET "4" IN CONCRETE THE MIDDLE OF THE WESTERN PARKING LOT ENTRANCE TO SHOPPING CENTER NEAR THE SOUTHEAST CORNER OF THE SUBJECT SITE.  
NORTHING: 1826234.74  
EASTING: 1018239.00  
ELEVATION: 657.41 NAVD 88

**NOTES**

BOUNDARY INFORMATION BASED ON BOUNDARY SURVEY PERFORMED BY CEMCON, LTD. ON JANUARY 16, 2022.

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND DRAWINGS IN SURVEYOR'S POSSESSION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

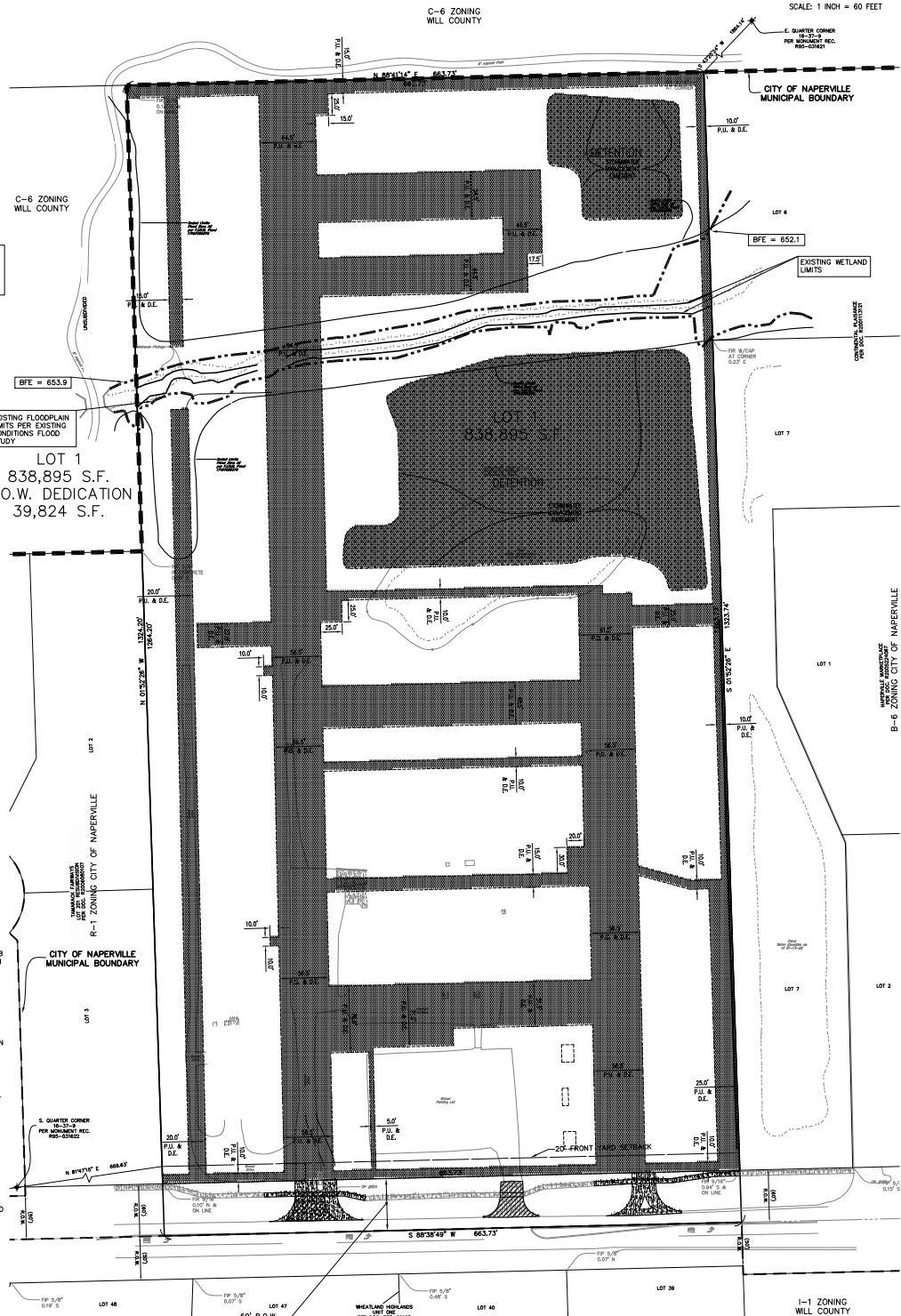
**ABBREVIATIONS**

N.	- NORTH
S.	- SOUTH
E.	- EAST
W.	- WEST
NW.	- NORTHWEST
DOC.	- DOCUMENT
F.I.P.	- FOUND IRON PIPE
F.I.R.	- FOUND IRON ROD
MON.	- MONUMENT
O.	- ON LINE
REC.	- RECORD
L.	- ARC LENGTH
R.	- RADIUS
R.O.W.	- RIGHT OF WAY
Ac.	- ACRE
S.F.	- SQUARE FEET
B.S.L.	- BUILDING SETBACK LINE
BU/AC.	- BUILDING UNITS PER ACRE
B/C.	- BACK OF CURB
B-B.	- BACK TO BACK
P.U.D.	- PLANNED UNIT DEVELOPMENT
P.U. & D.E.	- INDICATES PUBLIC UTILITIES AND DRAINAGE EASEMENT

**LINE LEGEND**

---	- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
---	- LOT LINE/PROPERTY LINE (Solid Line)
---	- EXISTING CORPORATE LIMITS OF THE CITY OF NAPERVILLE (Heavy Dashed Line)
---	- BUILDING LINE (Long Dashed Lines)
---	- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
---	- CENTERLINE (Single Dashed Lines)

**EXHIBIT C**



PREPARED FOR:  
**BRIDGE CAPITAL PARTNERS**  
899 PINE STREET #2000  
SAN FRANCISCO, CA. 94108

PREPARED BY:  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100  
Aurora, Illinois 60502-9675  
PH: 630.862.2100 FAX: 630.862.2199  
E-Mail: info@cemcon.com Website: www.cemcon.com

DISC NO.: 904411 FILE NAME: PROVER  
DRAWN BY: KMS FLD. BK. / PG. NO.: ---  
COMPLETION DATE: 03-29-22 JOB NO.: 904-411  
XREF: TOPO PROJECT MANAGER: KIM  
REV: 05-11-22/KMS PER CITY COMMENTS 04-26-22  
REV: 07-05-22/JOC PER CITY COMMENTS 05-15-22

**PRELIMINARY P.U.D. FOR THE BELVEDERE**  
**CITY OF NAPERVILLE PROJECT NO. 22-1-023**

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