

Created: 2/12/2018
Last revised: 2/26/2018

PROPERTY ADDRESS:
N/A

P.I.N.
01-15-200-012-0010
01-15-200-012-0020

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

ANNEXATION AGREEMENT
FOR CLOW CREEK FARM ADDITION

THIS ANNEXATION AGREEMENT ("Agreement") is entered into this ____ day of _____, 20____ (*insert 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 Nick Stanitz with offices at 1807 S. Washington Street, Suite 110, Naperville, IL 60565 (hereinafter referred to as the "OWNER AND DEVELOPER").

RECITALS

WHEREAS, the OWNER AND DEVELOPER is the owner of record of all of the real property legally described in **EXHIBIT A** and depicted in **EXHIBIT C**, attached hereto and incorporated herein by reference (hereinafter referred to as the "SUBJECT PROPERTY"); and

WHEREAS, a portion of the SUBJECT PROPERTY is currently located within the corporate limits of the CITY; and

WHEREAS, the OWNER AND DEVELOPER has signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk, for the remaining portion of the

SUBJECT PROPERTY legally described in **EXHIBIT B** and depicted in **EXHIBIT D**, which property is situated in the unincorporated area of the County of Will County, Illinois, and is presently contiguous to the CITY (hereinafter referred to as the “ANNEXATION PROPERTY”); and

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

WHEREAS, the CITY’S corporate authorities have considered the annexation of the ANNEXATION PROPERTY and have determined the Petition for Annexation and Zoning to be in order; and

WHEREAS, the OWNER AND DEVELOPER proposes that the SUBJECT PROPERTY be developed pursuant to the R1A (Low Density Single-Family Residence District) zoning classification in the CITY’s Zoning Ordinance, and the terms and conditions set forth herein; and

WHEREAS, the OWNER AND DEVELOPER also requested a conditional use for a Planned Unit Development (PUD) to be granted for the SUBJECT PROPERTY, which allows the development of sixty-one (61) single-family detached lots on the SUBJECT PROPERTY, commonly known as the Clow Creek Farm Addition Subdivision; and

WHEREAS, in addition to the matters specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the R1A District of the CITY’S Zoning Ordinance and in accordance with the PUD ordinance and the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents, will promote the CITY’S sound planning and development, and will otherwise enhance and promote the general welfare of the CITY’S residents; and

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

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

GENERAL CONDITIONS FOR
THE ANNEXATION OF THE SUBJECT PROPERTY

G1.0 RECITALS.

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

G2.0 ANNEXATION AND ZONING.

G2.1 Within sixty (60) days after the execution of this Agreement, or within thirty (30) days of the payment of all applicable fees and submittal of all documents necessary for recording of this Agreement, whichever is later, the CITY shall enact and adopt ordinances for the annexation and zoning of the ANNEXATION PROPERTY in accordance with Section S1.0 of this Agreement.

G2.2 In the event all fees are not paid or all documents are not received by the CITY from OWNER AND DEVELOPER within twelve (12) months of the passage of the ordinance approving this Agreement, this Agreement shall be null and void and all rights and obligations hereunder shall then terminate.

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

G3.0 ANNEXATION FEES.

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

G4.0 PARK DISTRICT ANNEXATION.

G4.1 The OWNER AND DEVELOPER has filed concurrently herewith a petition executed by OWNER AND DEVELOPER to annex the ANNEXATION PROPERTY to the Naperville Park District. Said petition is conditional and not effective until annexation of the ANNEXATION PROPERTY to the City of Naperville.

G5.0 TRANSPORTATION IMPACT FEES – INTENTIONALLY OMITTED.

G6.0 SIDEWALKS AND OTHER TRANSPORTATION RELATED PUBLIC IMPROVEMENTS.

G6.1 The OWNER AND DEVELOPER shall, at their sole cost and expense, construct and install, or pay the cost of the installation of sidewalks along the entire frontage of collector and arterial rights-of-way adjacent to the SUBJECT PROPERTY in accordance with the City of Naperville Municipal Code, as amended from time to time.

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

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

Upon payment, OWNER AND DEVELOPER shall have no further obligation to construct said sidewalk.

G7.0 UTILITY LINES AND EASEMENTS.

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

G7.2 The CITY shall allow the OWNER AND DEVELOPER to use appropriate easements obtained by the CITY from other parties for the purpose of

providing sanitary sewers, water mains and other utilities to service the SUBJECT PROPERTY.

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

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

G8.2 Upon the written request of the OWNER AND DEVELOPER tendered to the City Engineer and the City Attorney within twelve (12) months of completion of construction of the water distribution system and/or sanitary sewer collection system by the DEVELOPER and acceptance thereof by the CITY, the CITY shall enter into a cost recapture agreement, in a form acceptable to the City Attorney, which shall be recorded against title for the properties which the CITY reasonably determines will be expected to benefit from the extension of said water distribution system and/or sanitary sewer collection system. The DEVELOPER'S request must be accompanied by a draft of the proposed Recapture Agreement and documentation demonstrating the "as built" costs of such system or systems for which recapture is sought. If such request, proposed Recapture Agreement, and supporting documentation is not provided within the above described twelve (12) month period, the CITY shall no longer have any obligation to enter into a recapture agreement.

G8.3 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S water supply and distribution system and sanitary sewer collection system, and shall supply water and collection facilities thereto to the same extent as may be supplied to other structures and areas within the CITY.

G8.4 The OWNER AND DEVELOPER shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.

G8.5 The OWNER AND DEVELOPER shall also be responsible to pay for all infrastructure availability charges, connection fees and user fees for the CITY'S water distribution system and sanitary sewer collection system as set forth in the CITY'S ordinances, rules, and regulations.

G9.0 WASTEWATER TREATMENT PLANT CAPACITY.

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

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

G10.0 UTILITY OVERSIZING.

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

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

G10.3 Upon installation and acceptance by the CITY of said oversized lines, for residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct an eight (8") inch line and the cost to construct the oversized line. For non-residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct a twelve (12") inch line and the cost to construct the oversized line.

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

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

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

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

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

G12.0 ELECTRICAL UTILITY SERVICE.

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

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

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

G13.0 REFUSE AND WEED CONTROL.

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

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

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

G14.0 CHANGES TO ORDINANCES AND REGULATIONS.

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

G14.2 Except as provided in Subsections G14.2.1 and G14.2.2 and G14.2.3 of this Section, if, during the first two (2) years of the term of this Agreement, the provisions of then-current CITY ordinances or regulations are amended or modified to impose more stringent requirements for the subdivision, or construction of the site development improvements for the SUBJECT PROPERTY, which improvements are specified in the submitted and approved Final Engineering Plans, such amendments or modifications shall not be effective as applied to the SUBJECT PROPERTY, unless such amendments are agreed to by the parties or such amendments are adopted to protect the health or safety of the CITY'S residents.

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

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

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

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

G15.0 EXISTING STRUCTURES.

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

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

G15.1.2 Any existing structures on the SUBJECT PROPERTY shall be fully accessible for emergency vehicles, including two (2) points of access, and any special conditions specified in Section S6.0 of this Agreement.

G15.2 At the time this Agreement is fully executed by the parties hereto, any existing structures on the SUBJECT PROPERTY which fail to conform to the requirements of the CITY'S duly adopted Building and Fire Prevention Codes, as amended from time to time, shall be brought into conformity with such requirements pursuant to any special conditions specified in Section S7.0 of this Agreement.

G16.0 EFFECT OF THIS AGREEMENT.

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

G17.0 NO DISCONNECTION OR DEANNEXATION.

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

G18.0 MODIFICATIONS TO THIS AGREEMENT.

G18.1 If the OWNER AND DEVELOPER wishes 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 of the OWNER AND DEVELOPER.

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

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

G19.0 BINDING EFFECT AND TERM.

G19.1 The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY and shall be binding upon and inure to the benefit of the parties

hereto, grantees, successors in interest, assignees, heirs, executors, or lessees, and upon any successor CITY officials and successor municipalities for a period of ten (10) years from the EFFECTIVE DATE of this Agreement.

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

G19.3 The OWNER AND DEVELOPER shall be jointly and severally liable for all obligations hereunder. Any obligation owed by OWNER AND DEVELOPER for payment or reimbursement of monies provided for herein shall survive the termination or expiration of this Agreement.

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

G19.5 If the SUBJECT PROPERTY is not annexed to the CITY within 365 days after the Effective Date of this Agreement, this Agreement shall become null and void without any further action by the CITY.

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.

G21.0 SEVERABILITY.

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

Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

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

G22.0 NOTICES.

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

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

G23.0 GOVERNING LAW AND VENUE.

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

G24.0 FORCE MAJEURE.

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

G24.2 Provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or

against either party's own employees or suppliers, an act or omission shall not be deemed to be "beyond OWNER AND DEVELOPER'S control" if committed, omitted or caused by OWNER AND DEVELOPER, OWNER AND DEVELOPER'S employees, officers or agents or a subsidiary, affiliate or parent of OWNER AND DEVELOPER or by any corporation or other business entity that holds a controlling interest in OWNER AND DEVELOPER, whether held directly or indirectly.

G25.0 ENFORCEABILITY.

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

G26.0 CHALLENGE TO ANNEXATION.

G26.1 If the annexation of the ANNEXATION PROPERTY is challenged in any court of legal jurisdiction, the parties to this Agreement agree to cooperate to defend the validity of this annexation. OWNER AND DEVELOPER agrees to hold the CITY harmless and to reimburse the CITY for any and all expenses incurred by the CITY for said defense including reimbursement for any services of outside legal counsel. If the annexation of the ANNEXATION 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 prior to recordation 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. 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.

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 maintenance 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.

SPECIAL CONDITIONS FOR THE ANNEXATION OF
SUBJECT PROPERTY

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

S1.0 ANNEXATION AND ZONING.

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

S1.2 A plat of annexation prepared by Roake and Associates, Inc., dated October 8, 2017, last revised December 15, 2017, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT D**.

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 \$2,825.50, which has been paid by the OWNER AND DEVELOPER.

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

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

S3.2 The OWNER AND DEVELOPER shall be responsible to pay the CITY for all costs due to the Plainfield Fire Protection District pursuant to the provisions of 70 ILCS 705/2(e)(1) -(5) because of annexation of the ANNEXATION PROPERTY to the City. Those costs are estimated to be \$5,203.92 ("Estimated FPD Amount"). Said Estimated FPD Amount shall be paid by the OWNER AND DEVELOPER prior to recordation of the ordinance approving annexation of the ANNEXATION PROPERTY and prior to recordation of this Agreement. If it is determined that any amount in excess of the

Estimated FPD Amount is due (a "Final FPD Amount") said Final FPD Amount shall be paid by the OWNER AND DEVELOPER prior to recordation of the final plat of subdivision for the Subject Property. Notwithstanding the foregoing, if the OWNER AND DEVELOPER fails to pay in full either the Estimated FPD Amount or any Final FPD Amount, OWNER AND DEVELOPER shall remain liable for such payment, including interest thereon at a rate of eighteen percent (18%) per annum or the highest applicable legal rate, if any, whichever is less, and the City shall be entitled to withhold occupancy permits for the SUBJECT PROPERTY until such payment is made in full. The provisions of this Section S3.2 shall survive the expiration 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:

Nick Stanitz
1807 S. Washington Street, Suite 110
Naperville, IL 60565

WITH COPIES TO:

Len Monson, Attorney
Kuhn, Heap & Monson
552 S. Washington St., Suite 100
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.

S6.0 EMERGENCY ACCESS.

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

S7.0 PLAT APPROVAL.

S7.1 In lieu of the provisions of the CITY'S ordinances and in order to accomplish the reclassification of the SUBJECT PROPERTY as shown on the Preliminary Plat of Subdivision for the Clow Creek Farm Addition prepared by Roake and Associates, Inc., dated October 8, 2017, last revised February 12, 2018, attached hereto and incorporated herein by reference as **EXHIBIT B**, the CITY approves such exhibit and the same shall constitute and satisfy all of the requirements for the Preliminary Plat for the SUBJECT PROPERTY as defined in the ordinances of the CITY. Such preliminary approval shall be valid for a period of five (5) years from the EFFECTIVE DATE of this Agreement unless a final plat is recorded prior to the expiration of said five (5) period. All final plats and supporting data shall be submitted in accordance with said development and Subdivision Control Regulation provisions.

S8.0 REQUIRED RIGHT-OF-WAY DEDICATION.

S8.1 The OWNER AND DEVELOPER agrees to dedicate to the CITY, at no cost to the CITY, the following rights-of-way adjacent to the SUBJECT PROPERTY as described below and depicted on the Preliminary Plat of Subdivision attached hereto as **EXHIBIT B**. Said dedications shall be made part of the final subdivision plat for the SUBJECT PROPERTY.

- i. **Book Road:** Fifty foot (50') wide right-of-way on the west side of the roadway.
- ii. **103rd Street:** Forty foot (40') wide right-of-way on the south side of the roadway.

S9.0 SCHOOL AND PARK DONATIONS.

S9.1 OWNER AND DEVELOPER agrees to abide by the school and park donation ordinances of the CITY, as amended from time to time. All school and park donation requirements for the SUBJECT PROPERTY shall be met by the appropriate cash-in-lieu contribution as set forth in the school and park donation ordinances of the City, as amended from time to time. OWNER AND DEVELOPER acknowledges that the school and park donation established herein is done so pursuant to City of Naperville Ordinance and Code provisions and agrees that payment of said amount shall not be paid under protest.

S9.2 If the OWNER AND DEVELOPER chooses to provide a lump sum payment to meet all school and park donation requirements for the SUBJECT PROPERTY prior to recordation of the final subdivision plat for the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall receive a school and park donation credit for the three (3) three-bedroom single-family residences that are currently located on the SUBJECT PROPERTY. No school and park donation credit shall be given for the SUBJECT PROPERTY if the OWNER AND DEVELOPER chooses to pay for the required school and donation prior to issuance of each building permit.

S10.0 EXISTING STRUCTURES.

S10.1 All existing structures located on the SUBJECT PROPERTY shall be demolished prior to recordation of this Agreement. 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. The OWNER and DEVELOPER shall defend, indemnify, and hold the CITY harmless for any error or omission in recording, or failing to record, this Agreement as provided herein.

S11.0 SIDEWALKS.

S11.1 The OWNER AND DEVELOPER shall pay to the CITY a Sidewalk Improvement Fee in the amount of \$16,683.03 (427.77 feet of frontage on 103rd Street at \$39 per lineal foot), which is the proportionate cost for the sidewalk improvements to be made adjacent to the SUBJECT PROPERTY on 103rd Street. Said sum is due prior to the recordation of the Ordinance annexing the SUBJECT PROPERTY and prior to recordation of this Agreement.

S11.2 The OWNER AND DEVELOPER agrees to install a five-foot (5') wide public sidewalk, at the OWNER AND DEVELOPER'S sole cost, across the full frontage of the SUBJECT PROPERTY on the west side of Book Road and extend said sidewalk from the SUBJECT PROPERTY's south boundary line to the existing public sidewalk on Wicklow Road (hereinafter "Book Road Sidewalk"). The Book Road Sidewalk shall be installed by the OWNER AND DEVELOPER and approved by the City Engineer prior to issuance of the first final occupancy permit for the SUBJECT PROPERTY or within three (3) years after the EFFECTIVE DATE of this Agreement, whichever comes first. Said timeframe may be modified by written approval of the City Engineer.

S11.3 The OWNER AND DEVELOPER agrees to install public sidewalk, at the OWNER AND DEVELOPER'S sole cost, along both sides of all public right-of-way internal to the SUBJECT PROPERTY. All sidewalk internal to the development of the SUBJECT PROPERTY shall be installed prior to issuance of a final occupancy permit for each residential lot within the SUBJECT PROPERTY. Notwithstanding the foregoing, the City Engineer, at his sole discretion may require completion of all sidewalks, or some portion thereof, within three (3) years of the EFFECTIVE DATE of this Agreement.

S11.4 The provisions of this Section S11.0 shall survive the expiration of this Agreement.

S12.0 PRIVATE TRAILS.

S12.1 The OWNER AND DEVELOPER agrees to install six foot (6') wide asphalt trails along the creek and in the detention pond area on the SUBJECT PROPERTY at the OWNER AND DEVELOPER'S sole cost as generally depicted on the Preliminary Planned Unit Development Plat prepared by Kimly-Horn Associates, Inc., dated October 9, 2017, last revised February 15, 2018 attached hereto as **EXHIBIT E** (herein "Private Trails"). Design of said Private Trails shall be included in the final engineering plans for the SUBJECT PROPERTY and subject to the review and approval of the City Engineer. Said Private Trails Path shall be constructed by the OWNER AND DEVELOPER and approved by the City Engineer within two (2) years after the EFFECTIVE DATE of this Agreement. An extension of this timeframe may be granted in writing at the discretion of the City Engineer. In the event that said Private Trails are not constructed and approved within said two (2) year timeframe, or any approved extension

of that timeframe, the CITY shall have the right to withhold issuance of further temporary or final occupancy permits for the SUBJECT PROPERTY.

S12.2 The Private Trails shall at all times be operated, repaired, reconstructed, and maintained in good condition ("Repair, Maintenance, and Operation Obligations for the Private Trails"). The OWNER AND DEVELOPER shall pay for and be responsible for the Repair, Maintenance, and Operation Obligations for the Private Trails. Notwithstanding the foregoing, by a covenant drafted by the OWNER AND DEVELOPER and approved by the City Attorney, which approval shall not be unreasonably withheld, the OWNER AND DEVELOPER may impose the Private Trail Obligations upon a homeowner's association created by the OWNER AND DEVELOPER for the SUBJECT PROPERTY once that homeowner's association is fully operational. Said covenant shall be recorded with the Will County Recorder's Office prior to conveyance of any portion of the SUBJECT PROPERTY.

S12.3 The provisions of this Section S12.0 shall survive the expiration of this Agreement.

S13.0 103RD STREET IMPROVEMENTS.

S13.1 The OWNER AND DEVELOPER agrees to, at its sole cost, design and improve the south side of 103rd Street located between the SUBJECT PROPERTY's west boundary line and the Clow Creek culvert, which improvements shall include, but not be limited to, pavement widening to match the width of 103rd Street to the west of the SUBJECT PROPERTY, pavement striping, and installation of storm sewer, curbs and gutters, and street lights (hereinafter referred to as "103rd Street Improvements"). Design and engineering for the 103rd Street Improvements shall be included in the final engineering plans for the SUBJECT PROPERTY and shall be subject to the review and approval by the City Engineer. The 103rd Street Improvements shall be fully completed by the OWNER AND DEVELOPER and approved by the City Engineer, prior to issuance of the first temporary or final occupancy permit for the SUBJECT PROPERTY. In the event that said 103rd Street Improvements are not completed as set forth above, the CITY shall have the right to withhold issuance of any temporary or final occupancy permits for the SUBJECT PROPERTY.

S13.2 The provisions of this Section 13.0 shall survive the expiration of this Agreement.

S14.0 EFFECTIVE DATE.

S14.1 The effective date ("EFFECTIVE DATE") of this Agreement shall be the date on which this Agreement, and the ordinance approving this Agreement, are recorded with the Will County Recorder. If said ordinance and this Agreement are not recorded within twelve (12) months of passage of the ordinance approving this Agreement, this Agreement shall be null and void and all rights and obligations hereunder shall then terminate.

~ SIGNATURES ON FOLLOWING PAGE ~

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

CITY OF NAPERVILLE

Attest

By: _____

Steve Chirico
Mayor

By: _____

Pam Gallahue, Ph.D.
City Clerk

State of Illinois)

)

County of DuPage)

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

Notary Public

-seal-

OWNER

Nick Stanitz

1807 S. Washington Street, Suite 110

Naperville, IL 60565

Attest

By: _____

[name]

[title]

By: _____

[name]

[title]

State of Illinois)

)

County of _____)

The foregoing instrument was acknowledged before me by _____,

_____, and _____,

this _____ day of _____, 20____.

Notary Public

-seal-

DEVELOPER

Nick Stanitz

1807 S. Washington Street, Suite 110

Naperville, IL 60565

By: Nick Stanitz

Nick Stanitz

Attest

By: Rose Zahn

Rose Zahn

Title: Project Mgr.

State of Illinois)

)

County of Will)

The foregoing instrument was acknowledged before me by Nick Stanitz and Rose Zahn, this 20th day of February 2018.

Scott W. Cunz

Notary Public



-seal-

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

LEGAL DESCRIPTION FOR CLOW CREEK FARM ADDITION SUBDIVISION

PIN NUMBERS: PIN: 07-01-15-200-012-0010
07-01-15-200-012-0020

THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH AND IN RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF CLOW CREEK FARM P.U.D. UNIT NO 1 RECORDED AS DOCUMENT NO R95-17409 AND LYING EAST OF THE EAST LINE OF CLOW CREEK FARM P.U.D. UNIT 2 RECORDED AS DOCUMENT NO R95-101207, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 662.50 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 22 SECONDS WEST, 340.09 FEET TO THE CENTERLINE OF AN UNNAMED CREEK (THE FOLLOWING TEN (10) COURSES ARE ALONG THE CENTERLINE OF SAID CREEK), THENCE NORTH 05 DEGREES 30 MINUTES 57 SECONDS WEST, 10.61 FEET; THENCE NORTH 17 DEGREES 51 MINUTES 29 SECONDS WEST, 11.52 FEET; THENCE NORTH 84 DEGREES 55 MINUTES 02 SECONDS WEST, 136.97 FEET; THENCE NORTH 68 DEGREES 55 MINUTES 17 SECONDS WEST, 27.93 FEET; THENCE NORTH 50 DEGREES 08 MINUTES 43 SECONDS WEST, 62.29 FEET; THENCE NORTH 38 DEGREES 04 MINUTES 44 SECONDS WEST, 55.03 FEET, THENCE NORTH 24 DEGREES 55 MINUTES 05 SECONDS WEST, 45.34 FEET, THENCE NORTH 16 DEGREES 37 MINUTES 48 SECONDS WEST, 62.19 FEET, THENCE NORTH 12 DEGREES 33 MINUTES 00 SECONDS WEST, 155.33 FEET; THENCE NORTH 28 DEGREES 17 MINUTES 01 SECONDS WEST, 37.22 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 50 SECONDS EAST, 262.76 FEET TO THE NORTH LINE OF THE AFOREMENTIONED NORTHEAST 1/4 OF SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 50 SECONDS EAST ALONG SAID NORTH LINE, 676.36 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THAT NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH 89 DEGREES 12 MINUTES 50 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 676.36 FEET FOR A POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF PROPERTY CONVEYED BY DOCUMENT R93-46458; THENCE SOUTH 00 DEGREES 03 MINUTES 50 SECONDS WEST, ALONG THE WEST LINE OF PROPERTY CONVEYED BY SAID DOCUMENT 262.76 FEET TO THE CENTER LINE OF AN UNNAMED CREEK (THE FOLLOWING NINE (9) COURSES ARE ALONG THE CENTER LINE OF SAID CREEK), THENCE NORTH 28 DEGREES 17 MINUTES 01 SECONDS WEST, 4.97 FEET; THENCE NORTH 32 DEGREES 43 MINUTES 01 SECONDS WEST, 38.12 FEET; THENCE NORTH 40 DEGREES 54 MINUTES 01 SECONDS WEST, 57.49 FEET; THENCE NORTH 73 DEGREES 40 MINUTES 57 SECONDS WEST, 73.92

FEET; THENCE NORTH 70 DEGREES 52 MINUTES 31 SECONDS WEST, 59.09 FEET;
THENCE NORTH 60 DEGREES 39 MINUTES 34 SECONDS WEST, 47.08 FEET, THENCE
NORTH 50 DEGREES 57 MINUTES 07 SECONDS WEST 55.27 FEET; THENCE NORTH 25
DEGREES 39 MINUTES 06 SECONDS WEST 23.42 FEET; THENCE NORTH 00 DEGREES
27 MINUTES 02 SECONDS WEST, 67.61 FEET TO THE NORTH LINE OF THE
NORTHEAST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 50
SECONDS EAST ALONG SAID NORTH LINE 282.33 FEET TO THE POINT OF
BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

PRELIMINARY PLAT OF SUBDIVISION FOR CLOW CREEK FARM ADDITION NAPERVILLE, ILLINOIS

OF PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS



LOCATION MAP N.T.S.

Table with 2 columns: EASEMENT LEGEND and BOUNDARY DIMENSION TABLE. The legend lists various easements like 10' WATERMAIN EASEMENT, 15' ELECTRIC EASEMENT, etc. The boundary table lists lot numbers and dimensions.



TYPICAL EASEMENT DETAIL N.T.S.

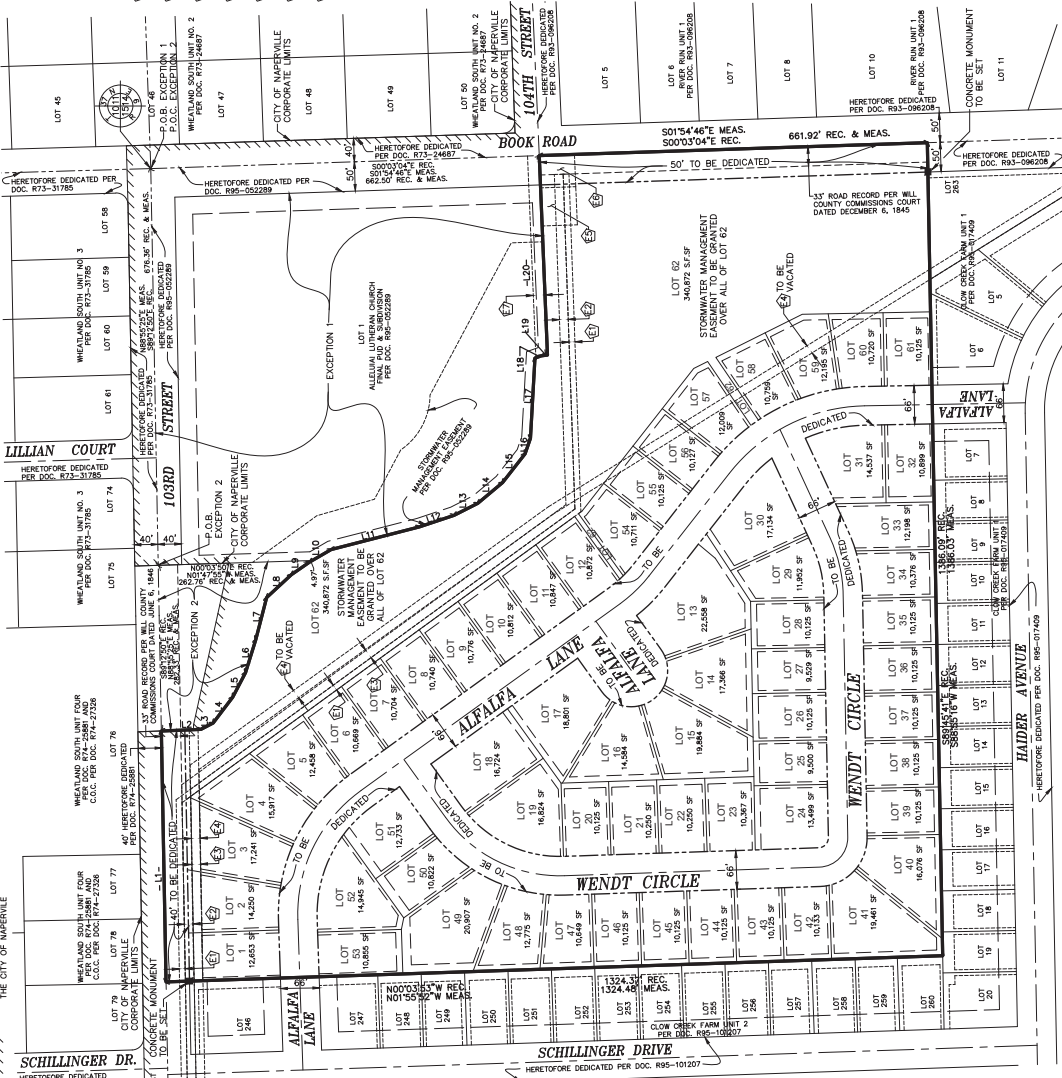
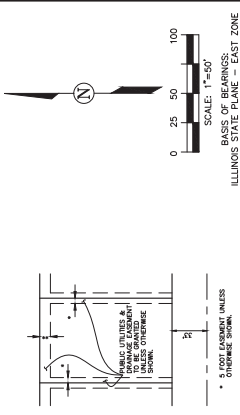


Table with 2 columns: EASEMENT LEGEND and BOUNDARY DIMENSION TABLE. The legend lists various easements like 10' WATERMAIN EASEMENT, 15' ELECTRIC EASEMENT, etc. The boundary table lists lot numbers and dimensions.

Table with 2 columns: EASEMENT LEGEND and BOUNDARY DIMENSION TABLE. The legend lists various easements like 10' WATERMAIN EASEMENT, 15' ELECTRIC EASEMENT, etc. The boundary table lists lot numbers and dimensions.

Table with 2 columns: EASEMENT LEGEND and BOUNDARY DIMENSION TABLE. The legend lists various easements like 10' WATERMAIN EASEMENT, 15' ELECTRIC EASEMENT, etc. The boundary table lists lot numbers and dimensions.

FOAKE AND ASSOCIATES, INC. CONSULTING ENGINEERS • LAND SURVEYORS • PLANNERS 1807 SOUTH WASHINGTON STREET, SUITE 110, NAPERVILLE, ILLINOIS 60563 TEL: (630) 428-4800 FAX: (630) 922-6165



BOUNDARY DIMENSION TABLE

LINE	BEARING	DISTANCE	BEARING
L1	427.77'	N85°55'25"E	427.73'
L2	67.61'	S02°18'47"E	67.61'
L3	23.42'	S27°30'51"E	23.42'
L4	55.27'	S52°48'49"E	55.27'
L5	47.08'	S62°31'19"E	47.08'
L6	59.09'	S72°44'16"E	59.09'
L7	73.92'	S75°32'42"E	73.92'
L8	57.49'	S42°45'46"E	57.49'
L9	38.12'	S34°34'46"E	38.12'
L10	42.19'	S30°08'46"E	42.19'
L11	155.33'	S14°24'45"E	155.33'
L12	62.19'	S18°59'33"E	62.19'
L13	45.34'	S28°46'50"E	45.34'
L14	55.03'	S39°26'29"E	55.03'
L15	62.29'	S50°02'28"E	62.29'
L16	27.93'	S70°47'02"E	27.93'
L17	136.97'	S86°46'47"E	136.97'
L18	11.52'	S194°31'4"E	11.52'
L19	10.51'	S07°18'01"E	10.51'
L20	340.11'	N87°38'54"E	340.09'

TYPICAL EASEMENT DETAIL

103RD STREET

SCHILLINGER DRIVE

WENDT CIRCLE

ALFALFA LANE

BOOK ROAD

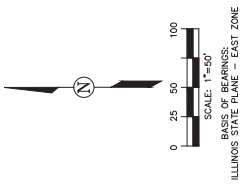
104TH STREET

LOT 1

LOT 2

LOT 3

LOT 4



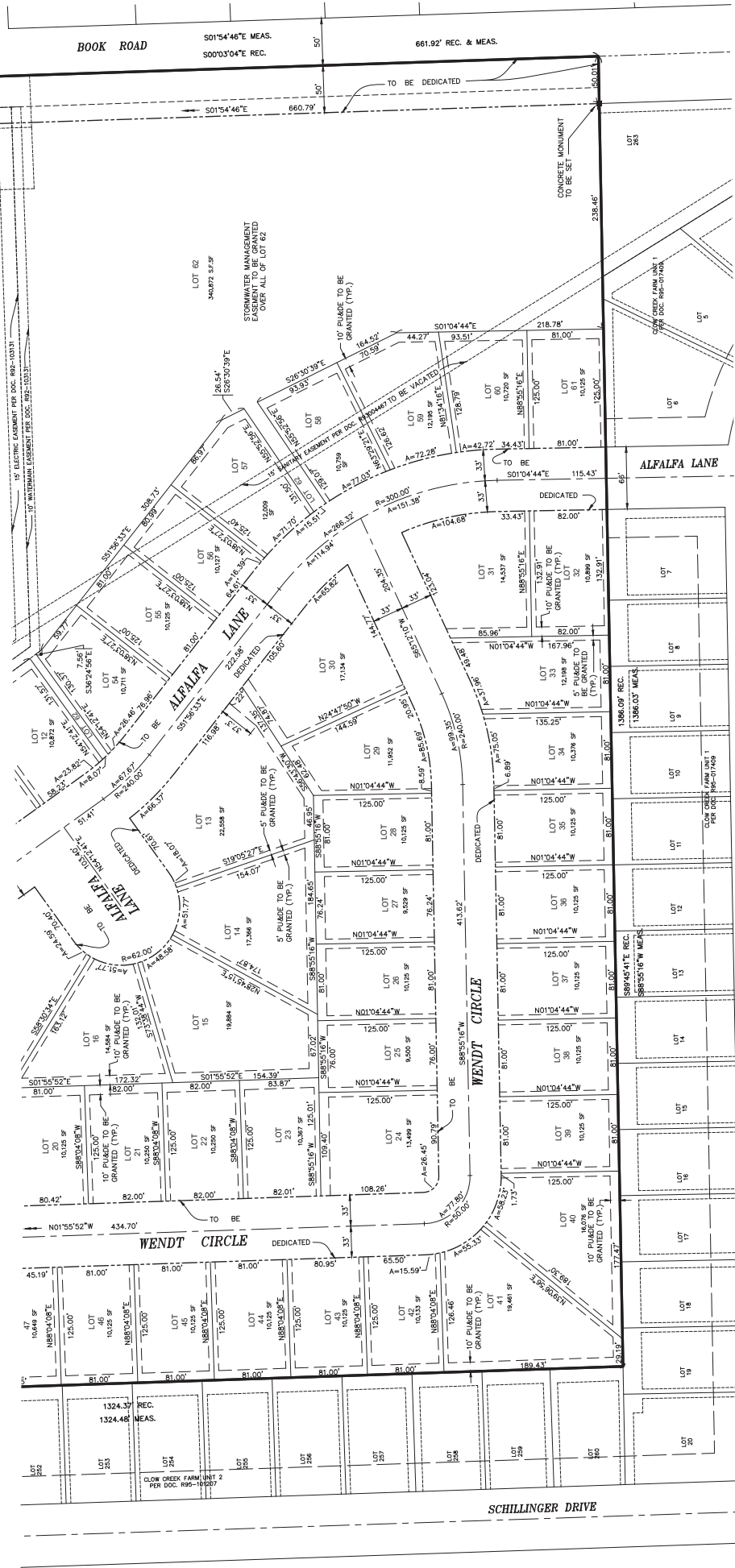
ILLINOIS STATE PLANE - EAST ZONE

TYPICAL EASEMENT DETAIL
N.T.S.

* 5' EASEMENT WIDEN
CHERRY SHOWN
** 10' EASEMENT WIDEN
CHERRY SHOWN

LOT #	LOT AREA	RIGHT OF WAY FRONT YARD LN	LOT WIDTH @ FRONT YARD LN	LOT #	LOT AREA	RIGHT OF WAY FRONT YARD LN	LOT WIDTH @ FRONT YARD LN	LOT #	LOT AREA	RIGHT OF WAY FRONT YARD LN	LOT WIDTH @ FRONT YARD LN	LOT #	LOT AREA	RIGHT OF WAY FRONT YARD LN	LOT WIDTH @ FRONT YARD LN
1	12,653	82.00'	82.00'	17	18,501	94.99'	106.89'	33	12,198	87.44'	86.86'	49	20,907	82.84'	81.00'
2	14,250	75.96'	82.00'	18	16,724	104.01'	104.02'	34	10,376	81.94'	81.76'	50	10,822	84.18'	83.75'
3	17,241	75.99'	82.00'	19	16,824	106.62'	107.22'	35	10,125	81.00'	81.00'	51	12,733	103.72'	103.72'
4	15,917	74.98'	82.00'	20	10,125	81.00'	81.00'	36	10,125	81.00'	81.00'	52	14,945	178.41'	146.65'
5	12,458	73.87'	82.00'	21	10,250	82.00'	82.00'	37	10,125	81.00'	81.00'	53	10,855	76.00'	76.00'
6	10,669	82.00'	82.00'	22	10,250	82.00'	82.00'	38	10,125	81.00'	81.00'	54	10,711	103.43'	94.97'
7	10,754	82.00'	82.00'	23	10,967	85.01'	82.46'	39	10,125	81.00'	81.00'	55	10,125	81.00'	81.00'
8	10,740	82.00'	82.00'	24	13,469	117.24'	107.99'	40	16,076	99.85'	81.00'	56	10,127	81.00'	81.00'
9	10,776	82.00'	82.00'	25	9,500	76.00'	76.00'	41	19,461	55.33'	81.00'	57	12,009	71.70'	81.04'
10	10,812	82.00'	82.00'	26	10,125	81.00'	81.00'	42	10,125	81.00'	81.00'	58	10,759	77.03'	81.00'
11	10,847	82.00'	82.00'	27	9,529	76.24'	76.24'	43	10,125	81.00'	81.00'	59	12,195	72.28'	81.75'
12	10,872	82.00'	82.00'	28	10,125	81.00'	81.00'	44	10,125	81.00'	81.00'	60	10,720	77.15'	81.00'
13	22,558	88.68'	100.25'	29	11,952	115.23'	102.81'	45	10,125	81.00'	81.00'	61	10,125	81.00'	81.00'
14	17,266	81.77'	76.82'	30	17,134	144.77'	135.96'	46	10,125	81.00'	81.00'	62	340,872	N/A	N/A
15	10,884	48.95'	72.08'	31	14,537	138.11'	125.70'	47	10,649	77.45'	81.00'	63	340,872	N/A	N/A
16	14,584	51.77'	76.82'	32	10,899	82.00'	82.00'	48	12,775	72.98'	81.00'	64	340,872	N/A	N/A

* FOR DISTANCES ALONG A CURVE, THE ARC LENGTH HAS BEEN USED.



RESPONSE NO.				RESPONSE NO.			
NO.	DATE	DESCRIPTION	DATE	NO.	DATE	DESCRIPTION	DATE
1	12/15/17	REV. REV. CITY R/W (DATED 12/17/17)		1	12/15/17	REV. REV. CITY R/W (DATED 12/17/17)	
2	07/16/18	REV. REV. CITY R/W (DATED 07/16/18)		2	07/16/18	REV. REV. CITY R/W (DATED 07/16/18)	
3	07/17/18	REV. REV. CITY R/W (DATED 07/17/18)		3	07/17/18	REV. REV. CITY R/W (DATED 07/17/18)	

OAK HILL BUILDERS AND DEVELOPERS, INC. 1807 SOUTH WASHINGTON STREET, SUITE 110, P.M.B. 353 NAPERVILLE, ILLINOIS 60565 TEL: (630) 428-4800 FAX: (630) 922-6165				CLOW FARM - 10402 SOUTH BOOK ROAD, NAPERVILLE, IL PRELIMINARY PLAT OF SUBDIVISION R.D. 8K/PL. 263/78-78 1966P SCALE: 1"=50' DATE: 10/26/17 JOB NO.: 196.006 3 OF 3			
---	--	--	--	---	--	--	--

POAKE AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS • PLANNERS
1084 QUINCY AVENUE, SUITE 100 • NAPERVILLE, ILLINOIS 60540
TEL. (630) 965-3532 • FAX (630) 965-3267

**LEGAL DESCRIPTION FOR CLOW CREEK FARM ADDITION
ANNEXATION PROPERTY**

PIN NUMBER: 07-01-15-200-012-0010

PARCEL A:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, HAVING A BEARING OF SOUTH 01 DEGREES 54 MINUTES 46 SECONDS EAST, A DISTANCE OF 1324.42 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER, ALSO BEING THE NORTH LINE OF CLOW CREEK FARM P.U.D. UNIT NO 1 RECORDED AS DOCUMENT R95-17409; THENCE WESTERLY ALONG SAID NORTH LINE, A DISTANCE OF 179.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, HAVING A BEARING OF SOUTH 88 DEGREES 55 MINUTES 16 SECONDS WEST TO THE EAST LINE OF CLOW CREEK FARM P.U.D. UNIT 2 RECORDED AS DOCUMENT R95-101207, A DISTANCE OF 1206.19 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 52 SECONDS WEST ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF THE 300 FEET ANNEXATION CORRIDOR RECORDED AS DOCUMENT R92-103131, A DISTANCE OF 969.46 FEET; THENCE (ALONG SAID SOUTH LINE OF A 300 FOOT ANNEXATION CORRIDOR THE FOLLOWING 3 COURSES) NORTH 88 DEGREES 55 MINUTES 28 SECONDS EAST, A DISTANCE OF 396.20 FEET; THENCE SOUTH 77 DEGREES 39 MINUTES 33 SECONDS EAST, A DISTANCE OF 161.37 FEET; THENCE SOUTH 36 DEGREES 41 MINUTES 27 SECONDS EAST, A DISTANCE OF 1146.25 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, HAVING A BEARING OF SOUTH 01 DEGREES 54 MINUTES 46 SECONDS EAST TO THE CENTERLINE OF 104TH STREET, A DISTANCE OF 662.50 FEET; THENCE SOUTH 87 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE TO A POINT ON THE NORTH LINE OF THE 300 ANNEXATION CORRIDOR RECORDED PER DOCUMENT R92-103131, A DISTANCE OF 237.96 FEET; THENCE SOUTH 36 DEGREES 41 MINUTES 27 SECONDS EAST ALONG SAID NORTH LINE TO A POINT 33 FEET WEST OF THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 417.17 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF SECTION 15, HAVING A BEARING OF NORTH 01 DEGREES 54 MINUTES 46 SECONDS

WEST, A DISTANCE OF 344..49 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER,
HAVING A BEARING OF SOUTH 88 DEGREES 55 MINUTES 25 SECONDS WEST, A
DISTANCE OF 958.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02
DEGREES 18 MINUTES 47 SECONDS EAST TO A POINT ON THE NORTH LINE OF
THE 300 ANNEXATION CORRIDOR RECORDED PER DOCUMENT R92-103131, A
DISTANCE OF 55.00 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 28 SECONDS
WEST ALONG SAID NORTH LINE, A DISTANCE OF 428.14 FEET; THENCE NORTH 01
DEGREES 55 MINUTES 52 SECONDS WEST TO A POINT ON THE NORTH RIGHT OF
WAY OF 103RD STREET AS DEDICATED PER WHEATLAND SOUTH UNIT FOUR
SUBDIVISION RECORDED AS DOCUMENT R74-25881 WITH CERTIFICATE OF
CORRECTION RECORDED AS DOCUMENT R74-27326, A DISTANCE OF 94.99 FEET;
THENCE NORTH 88 DEGREES 55 MINUTES 25 SECONDS EAST ALONG SAID NORTH
RIGHT OF WAY LINE, A DISTANCE OF 427.77 FEET; THENCE SOUTH 02 DEGREES 18
MINUTES 47 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF
BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

