PROPERTY ADDRESS FOR CRISTINA MARTINEZ: 98065 Route 59, 98080 Route 59, and 98081 Route 59 NAPERVILLE, IL 60564

P.I.N.s 07-34-100-027, 07-34-100-027, 07-34-100-029

PROPERTY ADDRESS FOR WORLD MISSION SOCIETY CHURCH OF GOD: 27W771 79th Street NAPERVILLE, IL 60564

P.I.N.s 07-34-100-036, 07-34-100-035, 07-34-100-034, 07-34-100-033, 07-34-100-016, 07-34-100-015, 07-34-100-014; 07-34-100-013

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

ANNEXATION AGREEMENT FOR MARTINEZ PROPERTY AND WORLD MISSION SOCIETY CHURCH OF GOD

THIS ANNEXATION AGREEMENT ("Agreement") 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 CRISTINA MARTINEZ, with an address of 585 South Route 59, Naperville, IL 60504 registered to do business in the State of Illinois (hereinafter referred to as the "MARTINEZ PROPERTY OWNER"), and the World Mission Society Church of God, an Illinois not-for-profit corporation with offices at 29W771 79th Street, Naperville, IL 60564 (hereinafter referred to as the "CHURCH OWNER").

RECITALS

WHEREAS, the MARTINEZ PROPERTY OWNER owns the property described on **Exhibit A** and depicted on **Exhibit B** (hereinafter "MARTINEZ PROPERTY"); and

WHEREAS, the CHURCH OWNER owns the property described on **Exhibit C** and depicted on **Exhibit D** (hereinafter "CHURCH PROPERTY"); and

WHEREAS, the CHURCH OWNER and the MARTINEZ PROPERTY OWNER (hereinafter sometimes referred to as "OWNERS") have signed and filed Petitions for Annexation and Zoning with the Naperville City Clerk, for the CHURCH PROPERTY and MARTINEZ PROPERTY (also referenced herein as "SUBJECT PROPERTIES"); and

WHEREAS, all notices, publications, public hearings and all other matters attendant to such Petitions for Annexation and Zoning, and attendant to this Annexation Agreement 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 SUBJECT PROPERTIES and have determined that the Petitions for Annexation and Zoning to be in order subject to annexation of the CHURCH PROPERTY occurring prior to annexation of the MARTINEZ PROPERTY; and

WHEREAS, the CHURCH OWNER proposes that the CHURCH PROPERTY be developed subject to the terms and conditions set forth and referenced herein; and

WHEREAS, the MARTINEZ PROPERTY OWNER proposes that the MARTINEZ PROPERTY be developed subject to the terms and conditions set forth herein; and

WHEREAS, the parties hereto agree that the SUBJECT PROPERTIES shall be used and developed in accordance with the terms and conditions of this Agreement which 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 OWNERS have determined that the development of the SUBJECT PROPERTIES 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 and the Exhibits attached hereto; and

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

<u>GENERAL CONDITIONS FOR</u> <u>THE ANNEXATION OF THE SUBJECT PROPERTY</u>

G1.0 RECITALS.

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

G2.0 ANNEXATION AND ZONING.

G2.1 Within sixty (60) days after the execution of this Agreement, or within thirty (30) days of the payment of all applicable fees and submittal of all documents necessary for recording of this Agreement, whichever is later, the CITY shall enact and adopt ordinances for the annexing and zoning the SUBJECT PROPERTIES in accordance with Sections S-M1.0 and S-C1.0 of this Agreement.

G2.2 In the event all fees are not paid or all documents are not received by the CITY from OWNERS within one (1) year of the approval of this Agreement by the corporate authorities of the CITY, this Agreement shall be null and void without any action taken by any party hereto and the rights and obligations herein shall have no force or effect whatsoever.

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, if after five (5) years from the EFFECTIVE DATE of this Agreement the SUBJECT PROPERTIES are developed with any residential uses, the SUBJECT PROPERTIES may only be developed with uses which comply with the density limitations specified in the then-current zoning classification applicable to the SUBJECT PROPERTIES.

<u>G3.0</u> ANNEXATION FEES.

G3.1 The OWNERS have paid all applicable annexation fees specified in Section S-M2.0 and S-C2.0 in accordance with Section 1-9E-1 of the Naperville Municipal Code.

<u>G4.0</u> <u>PARK DISTRICT ANNEXATION.</u>

G4.1 The OWNERS have filed concurrently herewith a fully executed petition to annex the SUBJECT PROPERTIES to the Naperville Park District. Said petition is conditional and not effective until annexation of the SUBJECT PROPERTIES to the City of Naperville.

<u>G5.0</u> TRANSPORTATION IMPACT FEES – INTENTIONALLY OMITTED.

<u>G6.0</u> SIDEWALKS

G6.1 Sidewalks shall be installed on the SUBJECT PROPERTIES as provided in Section S-M9.1 of this Agreement.

<u>G7.0</u> <u>UTILITY LINES AND EASEMENTS.</u>

G7.1 Each OWNER shall grant to the CITY, at no cost to the CITY, any easements within the SUBJECT PROPERTIES 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 PROPERTIES.

G7.2 The CITY shall allow the OWNERS 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 PROPERTIES.

G8.0WATER SUPPLY AND DISTRIBUTION SYSTEM AND SANITARYSEWER COLLECTION SYSTEM.

G8.1 The MARTINEZ PROPERTY OWNER 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 PROPERTIES. Payment as to each of the SUBJECT PROPERTIES shall be due from the MARTINEZ PROPERTY OWNER at the time a building permit is issued for each of the SUBJECT PROPERTIES if the CITY constructs and installs the proposed extension or any portion thereof.

G8.2 Reserved.

G8.3 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTIES 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 Each OWNER shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on their respective Property.

G8.5 Each OWNER shall 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 for their respective property.

<u>G9.0</u> 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 PROPERTIES without payment of any fees other than those specified in Subsection G9.2 of this Agreement.

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

<u>G10.0</u> UTILITY OVERSIZING.

G10.1 The MARTINEZ PROPERTY OWNER 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 PROPERTIES.

G10.2 If requested by the CITY, 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 MARTINEZ PROPERTY OWNER 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 MARTINEZ PROPERTY OWNER for the difference between the cost to construct a twelve (12") inch line and the cost to construct 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 Reserved.

G11.2 The OWNERS shall 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.

G12.0 ELECTRICAL UTILITY SERVICE.

G12.1 The CITY shall connect the structures reasonably contemplated to be built on the SUBJECT PROPERTIES 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 MARTINEZ PROPERTY OWNER shall accept all electrical power and energy required for the MARTINEZ PROPERTY from the CITY'S electrical utility system at the time such service is available.

G12.3 The OWNERS 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, the OWNERS 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 The OWNERS 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, the OWNERS 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.

<u>G14.0</u> 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 PROPERTIES are amended to impose more stringent requirements in the subdivision, development, or construction on the SUBJECT PROPERTIES, then such more stringent requirements shall not be effective as applied

to the SUBJECT PROPERTIES 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 Planning and Zoning Commission for the SUBJECT PROPERTIES.

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 thencurrent 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 PROPERTIES, 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 PROPERTIES, 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 PROPERTIES 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 G14.1.

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 PROPERTIES, 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 OWNERS, and anything to the contrary contained herein notwithstanding, the OWNERS may proceed with development or construction upon the SUBJECT PROPERTIES pursuant to the less restrictive amendment or modification applicable generally to all properties within the CITY.

<u>G15.0</u> EXISTING STRUCTURES.

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

G15.1.1 A City of Naperville street address shall be assigned to the SUBJECT PROPERTIES 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 Access for emergency vehicles shall be as set forth in Sections S-M6.1 and S-C6.1 of this Agreement.

G15.2 As of the EFFECTIVE DATE of this Agreement, any existing structures on the SUBJECT PROPERTIES 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 subject only to any special conditions specified in Section S-C5.0, S-C10.0 and S-M5.0 of this Agreement. Notwithstanding the foregoing, the MARTINEZ PROPERTY OWNER shall demolish the structures located on the MARTINEZ PROPERTY prior to the EFFECTIVE DATE of this Agreement.

<u>G16.0</u> 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 PROPERTIES.

<u>G17.0</u> NO DISCONNECTION OR DEANNEXATION.

G17.1 Neither the OWNERS 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 PROPERTIES from the CITY during the term of this Agreement.

<u>G18.0</u> MODIFICATIONS TO THIS AGREEMENT.

G18.1 If either OWNER 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(S).

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 PROPERTIES, or as to the provisions applying exclusively thereto, and may be without the consent of the owners of other portions of the SUBJECT PROPERTIES not affected by the amendment or modification.

<u>G19.0</u> 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 PROPERTIES 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 twenty (20) years from the EFFECTIVE DATE of this Agreement.

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

G19.3 Any obligation owed by either OWNER 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 the either OWNER shall survive the termination or expiration of this Agreement.

G19.5 If CHURCH PROPERTY and the MARTINEZ PROPERTY are not both annexed to the CITY within 365 days after approval of this Agreement by the corporate authorities of the City of Naperville, this Agreement shall be null and void without any action taken by any party hereto and the rights and obligations herein shall have no force or effect whatsoever.

G20.0 CONTINUING RESPONSIBILITY.

G20.1 If the MARTINEZ PROPERTY OWNER or the CHURCH OWNER sell or convey any portion of the MARTINEZ PROPERTY or the CHURCH PROPERTY during the term of this Agreement, the obligations of the owner of the property in question shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and MARTINEZ PROPERTY OWNER or the CHURCH OWNER, as applicable, 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 MARTINEZ PROPERTY OWNER or the CHURCH OWNER, as applicable, 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 applicable owner's obligations contained in this Agreement and as required by CITY ordinance, policy, or regulation.

G20.3 Any provision contained in this Agreement which provides for payment or reimbursement of money to the CITY, and/or which provides for the dedication or conveyance of property to the CITY, shall survive the termination or expiration of this Agreement.

<u>G21.0</u> 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 PROPERTIES 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 Sections S-M4.0 and S-C4.0 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.

<u>G24.0</u> 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 OWNERS 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 the owner's control" if committed, omitted or caused by the MARTINEZ PROPERTY OWNER or the CHURCH OWNER, as applicable, or their employees, officers or agents or a subsidiary, affiliate or parent of such owner, or by any corporation or other business entity that holds a controlling interest in said owner, whether held directly or indirectly.

<u>G25.0</u> 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 MARTINEZ PROPERTY OWNER and/or the CHURCH OWNER against which entity such action was brought, 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 CHURCH PROPERTY and/or the MARTINEZ PROPERTY is challenged in any court of legal jurisdiction, MARTINEZ PROPERTY OWNER agrees to defend, indemnify and hold harmless the CITY and its officers, agents, and employees, and the CHURCH OWNER therefrom. Notwithstanding the foregoing, the CITY may, at its sole discretion, elect to

defend any challenge to the annexation of the CHURCH PROPERTY and/or the MARTINEZ PROPERTY at its in which case the MARTINEZ PROPERTY OWNER shall reimburse the CITY for those costs, including but not limited to all costs of legal counsel (whether in-house or retained legal counsel) within thirty (30) days of receipt of an invoice therefor. If the City does not elect to defend any challenge to this Agreement as set forth above, but relies upon the MARTINEZ PROPERTY OWNER'S obligation to defend and indemnify the City as provided herein, the City agrees that it shall cooperate with the MARTINEZ PROPERTY OWNER in the defense of any challenge to this Annexation Agreement. If the annexation of either the CHURCH PROPERTY and/or the MARTINEZ PROPERTY is held to be invalid: (a) any real estate taxes which have been paid to the CITY shall not be rebated to either the OWNERS or their successors and assigns; and (b) the CITY shall enter into a separate written service agreement with the MARTINEZ PROPERTY OWNER and/or the CHURCH OWNER, or their successors and assigns, so as to provide utility service to the CHURCH PROPERTY and/or the MARTINEZ PROPERTY in accordance with the general terms of this Agreement to the extent permitted by law.

<u>G27.0</u> 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 MARTINEZ PROPERTY OWNER or the CHURCH OWNER 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 any party hereto 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 any 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.

<u>G31.0</u> AUTHORIZATIONS.

G31.1 The authorized representatives of the MARTINEZ PROPERTY OWNER and the CHURCH OWNER who have executed this Agreement warrant that they have been lawfully authorized by such owners to execute this Agreement on their behalf. The Mayor and City Clerk warrant that they have been lawfully authorized to execute this Agreement. The MARTINEZ PROPERTY OWNER and the CHURCH OWNER 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 for any phase of the SUBJECT PROPERTIES 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 MARTINEZ PROPERTY OWNER 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 MARTINEZ PROPERTY OWNER on the SUBJECT

PROPERTIES, or within any public right-of-way or within any easement, pursuant to the process set forth in Section 7-1-7 of the Naperville Municipal Code. Upon CITY acceptance thereof, the MARTINEZ PROPERTY OWNER 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.

G34.0 EFFECTIVE DATE.

G34.1 This Agreement shall take effect ("EFFECTIVE DATE") only after CITY ordinances annexing the CHURCH PROPERTY and the MARTINEZ PROPERTY, this Agreement, have been recorded with the DuPage County Recorder.

<u>SPECIAL CONDITIONS FOR THE ANNEXATION OF</u> <u>MARTINEZ PROPERTY ("S-M")</u>

The following Special Conditions (referred to as "S-M") shall be solely applicable to the MARTINEZ PROPERTY and the MARTINEZ PROPERTY OWNER shall be responsible for all the terms or conditions set forth in the Special Conditions. 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.

<u>S-M1.0</u> <u>ANNEXATION AND ZONING.</u>

S-M1.1 The Zoning Classification for the MARTINEZ PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall, be B2 Community Shopping Center District.

S-M1.2 A plat of annexation prepared by Roake and Associates, Inc., dated August 21, 2017, last revised October 11, 2017, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT B.**

S-M2.0 ANNEXATION FEES.

S-M2.1 The Annexation Fee for the MARTINEZ PROPERTY and the CHURCH PROPERTY, calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code, is \$500.00 each and has been paid by the MARTINEZ PROPERTY OWNER.

S-M3.0UTILITY REBATES, SPECIAL CONNECTION FEES,RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREATAXES.

S-M3.1 There are currently no Utility Rebates, Special Connection Fees, Recapture Fees, Special Assessments or Special Service Area Taxes. applicable to the MARTINEZ PROPERTY.

S-M3.2 Since the MARTINEZ PROPERTY is located within the Naperville Fire Protection District, and prior to annexation was served by the Naperville Fire Department, the MARTINEZ PROPERTY OWNER has no obligation to make payment pursuant to 70 ILCS 705/20(e)(1)-(5).

<u>S-M4.0</u> 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 MARTINEZ PROPERTY OWNER:

Cristina Martinez 585 South Route 59 Naperville, Illinois 60504

WITH COPIES TO:

Kevin M. Carrara RATHJE & WOODWARD, LLC 300 E. Roosevelt Road Suite 300 Wheaton, IL 60187

<u>S-M5.0</u> <u>FIRE CODES AND REGULATIONS.</u>

S-M5.1 The provisions of Section G14.0 of this Agreement notwithstanding, any amendments to the CITY'S Building, Fire, or Life Safety Codes or regulations approved and enacted after the EFFECTIVE DATE set forth in Section G34.1 of this Agreement and before approval of final engineering or issuance of any permits for construction on the MARTINEZ PROPERTY shall be applicable to the MARTINEZ PROPERTY without exception.

S-M5.2 Three residential structures and accessory structures thereto located on the MARTINEZ PROPERTY shall be demolished prior to the EFFECTIVE DATE of this Agreement.

<u>S-M6.0</u> <u>EMERGENCY ACCESS.</u>

S-M6.1 Prior to commencement of construction of the structure described in the BBCG DEVELOPMENT PLANS referenced in Section S-M11.1 hereof, MARTINEZ PROPERTY OWNER shall construct, at its sole cost, access to the MARTINEZ PROPERTY at the location set forth in final engineering plans for the MARTINEZ PROPERTY approved by the City Engineer. Said access will be maintained throughout construction and shall consist of a hard surface with binder course and a minimum structural number of 2.36.

<u>S-M7.0</u> <u>SCHOOL AND PARK DONATIONS.</u>

S-M7.1 Subsequent to the EFFECTIVE DATE of this Agreement, a single commercial structure as described in the MARTINEZ DEVELOPMENT PLANS referenced in Section S-M11.1 will be constructed on the MARTINEZ PROPERTY. No other structures are contemplated for the MARTINEZ PROPERTY. Therefore, unless the MARTINEZ PROPERTY is at any time in the future used for residential purposes, no school or park donation will be required. The provisions set forth in this Section S-M7.1 shall survive the expiration or termination of this Agreement.

<u>S-M9.0</u> <u>SIDEWALKS.</u>

S-M9.1 The MARTINEZ PROPERTY OWNER agrees to install public sidewalk, at its sole cost, across the Illinois Route 59 frontage of the MARTINEZ PROPERTY prior to issuance of any final occupancy permit for the MARTINEZ PROPERTY, or within three (3) years after annexation of the MARTINEZ PROPERTY, whichever is sooner. An extension of this timeframe may be granted in writing at the discretion of the City Engineer. Upon written request of the MARTINEZ PROPERTY OWNER, and with the written consent of the City Engineer, the MARTINEZ PROPERTY OWNER may pay to the City the cost of installation of the public sidewalk described above based upon the linear foot cost therefor in effect at the time of installation as determined by the City Engineer. Said payment shall be made prior to issuance of any final occupancy permit for the MARTINEZ PROPERTY. The provisions set forth in this Section S-M9.1 shall survive the expiration or termination of this Agreement.

S-M10.0 WATER SUPPLY AND SANITARY SEWER.

S-M10.1 <u>Extension of Water Distribution and Sanitary Sewer Collection</u> <u>Systems.</u> Prior to issuance of any occupancy permit for the MARTINEZ PROPERTY, the MARTINEZ PROPERTY OWNER shall extend the CITY'S water distribution system and sanitary sewer collection system along the entire Illinois Route 59 frontage of the MARTINEZ PROPERTY and the CHURCH PROPERTY from the southern property line of the MARTINEZ PROPERTY north to the 79th Street Right of Way connecting to the existing water distribution and to the proposed sanitary sewer lift station to be shown on the final engineering plans submitted for the development to be approved by the City Engineer.

S-M10.1.1 At its sole cost and expense, the MARTINEZ PROPERTY OWNER shall be responsible for sealing all private well(s) and abandonment all septic system(s) pursuant to the regulations of the DuPage County Health Department then in effect, for the SUBJECT PROPERTIES prior to the CITY acceptance of the water distribution system and sanitary sewer collection system.

S-M10.1.2 <u>Partial Reimbursement of Water Main Costs</u>. No later than twelve (12) months from the date of acceptance of the water distribution system by the CITY, the MARTINEZ PROPERTY OWNER shall submit for reimbursement an invoice to the CITY for the actual costs of construction of the extension of the watermain across the 79th Street Right of Way. The invoice for reimbursement must be accompanied by documentation acceptable to the City Engineer, including but not limited to: as measured lengths/volumes/weights for all construction items, waivers of lien from the MARTINEZ PROPERTY OWNER and his/her general contractor, sub-contractors and suppliers, and a sworn statement of payment from MARTINEZ PROPERTY OWNER and his/her general contractor.

All costs associated with the extension of the water distribution system and the sanitary sewer collection system across the frontage of the MARTINEZ PROPERTY and the CHURCH PROPERTY shall be borne solely by the MARTINEZ PROPERTY OWNER. Any utility service connections from the publicly owned water distribution and sanitary collection systems to existing structures, shall be borne solely by the MARTINEZ PROPERTY OWNER for the SUBJECT PROPERTIES. Any internal utility connections, including the preparation of permit plans, procurement of all CITY permits, and all associated costs for the MARTINEZ PROPERTY, shall be the sole responsibility of the MARTINEZ PROPERTY OWNER. Any internal utility connections, including the preparation of permit plans, procurement of all CITY permits, and all associated costs for the MARTINEZ PROPERTY, shall be the sole responsibility of the MARTINEZ PROPERTY of all CITY permits, and all associated costs for the CHURCH PROPERTY, shall be the sole responsibility of the MARTINEZ PROPERTY, shall be the sole responsibility of the MARTINEZ PROPERTY, shall be the sole responsibility of the MARTINEZ PROPERTY, shall be the sole responsibility of the MARTINEZ PROPERTY, shall be the sole responsibility of the MARTINEZ PROPERTY, shall be the sole responsibility of the MARTINEZ PROPERTY, shall be the sole responsibility of the MARTINEZ PROPERTY, shall be the sole responsibility of the MARTINEZ PROPERTY, shall be the sole responsibility of the MARTINEZ PROPERTY OWNER.

S-M10.2 <u>Sanitary Sewer Lift Station.</u> Prior to issuance of any occupancy permit for the MARTINEZ PROPERTY, the MARTINEZ PROPERTY OWNER shall be

responsible for the design and installation of a sanitary sewer lift station ("Lift Station") located at the southeast corner of Route 59 and 79th Street, as shown on final engineering plans approved by the City Engineer. The MARTINEZ PROPERTY OWNER shall also be responsible for ensuring adequate supply of electric service to the Lift Station, to be verified by an inspector of the CITY, for CITY connection of the Lift Station to the CITY's electrical utility system. The CITY shall provide technical assistance to the MARTINEZ PROPERTY OWNER's engineer and shall review and approve all shop drawings prior to fabrication of Lift Station equipment.

S-M10.2.1 <u>City Acceptance of Lift Station</u>. Upon acceptance of the Lift Station by the CITY, the CITY shall be responsible for the operation, maintenance, repair, and supply of electric service thereof.

S-M10.3 <u>Sanitary Force Main</u>. Prior to issuance of an occupancy permit for the MARTINEZ PROPERTY, the MARTINEZ PROPERTY OWNER shall design and install a four inch (4") sanitary force main ("Force Main") from the Lift Station to the existing sanitary sewer system located on the commercial property to the north of the 79th Street Right of Way to be shown on the final engineering plans submitted for development of the MARTINEZ PROPERTY to be approved by the City Engineer. Prior to installation of the Force Main, the MARTINEZ PROPERTY OWNER shall give advance written notice of installation of Force Main improvements to the property owner and occupant(s) (if different from the property owner) of said commercial property.

S-M10.3.1 <u>City Acceptance of Force Main</u>. Upon acceptance of the Force Main by the CITY, the CITY shall be responsible for its maintenance and repair.

S-M10.4 <u>Proportionate Share of the Cost of Lift Station and Force Main</u> <u>Improvements for the MARTINEZ PROPERTY and the CHURCH PROPERTY</u>.

S-M10.4.1 Notwithstanding any other provision herein, the MARTINEZ PROPERTY OWNER shall pay 16 percent (16%) of the cost of the Lift Station and Force Main (hereinafter referred to as the "Proportionate Share") which represents the 6.1 acres, or the proportionate area of the MARTINEZ PROPERTY (1.76 acres) and the CHURCH PROPERTY (4.34 acres), against the total acreage (38.78 acres) of the unincorporated properties that will benefit from these improvements, which benefitted properties are depicted on **EXHIBIT E**.

S-M10.4.2 <u>Reimbursement.</u> No later than twelve (12) months from the date of the CITY's acceptance of the Lift Station and the Force Main respectively, the MARTINEZ

PROPERTY OWNER may seek reimbursement thereof, less their Proportionate Share thereof as noted in S-M10.4.1. In order to be eligible for reimbursement, the MARTINEZ PROPERTY OWNER must demonstrate to the satisfaction of the City Engineer the receipt of a minimum of three (3) bids for the costs of installation of the Lift Station and Force Main, and shall further demonstrate that the construction contract was awarded to the lowest competitive bidder as evaluated based on the requirements set forth in the invitation for bids (which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for the particular purpose). The request for reimbursement must also be accompanied by documentation of the actual costs of the Lift Station and the Force Main to the satisfaction of the City Engineer. Further, the request for reimbursement shall be accompanied by documentation acceptable to the City Engineer, including but not limited to: as measured lengths/volumes/weights for all construction items, waivers of lien from the MARTINEZ PROPERTY OWNER and his/her general contractor, sub-contractors and suppliers, and a sworn statement of payment from MARTINEZ PROPERTY OWNER and his/her general contractor. The amount of the reimbursement made by the CITY for the Force Main and Lift Station shall be based upon the approved actual costs of said improvements less the Proportionate Share described above.

S-M10.4.3 If the request from the MARTINEZ PROPERTY OWNER, accompanied supporting documentation of actual costs of the Lift Station and Force Main, is not received by the City Engineer with a copy to the City Attorney within each twelve (12) month period from acceptance of the Force Main and Lift Station as described in S-M10.4.2 above, the CITY shall no longer have any obligation to process or consider any reimbursement of said improvement(s) to the MARTINEZ PROPERTY OWNER.

S-M10.5 The provisions contained in each section and subsection of S-M10 shall survive the expiration or termination of this Agreement.

<u>S-M11.0</u> <u>DEVELOPMENT PLANS.</u>

S-M11.1 The MARTINEZ PROPERTY OWNER has submitted the following documents to the CITY which are incorporated herein and made part of this Agreement (herein the "MARTINEZ DEVELOPMENT PLANS"):

 BBCG Showroom and Commercial Structure, prepared by Castlewood Architects, last revised October 17, 2017, depicted on EXHIBIT F, attached hereto.

 Landscape Plan for Best Buy Carpet and Granite, prepared by Roake and Associates, Inc., last revised October 11, 2017, depicted on EXHIBIT G, attached hereto.

S-M11.2 The MARTINEZ PROPERTY shall be constructed in accordance with this Agreement, including but not limited to Section S-M11.3 below, an approved preliminary/final plat of subdivision for the MARTINEZ PROPERTY, the MARTINEZ DEVELOPMENT PLANS, all ordinances applicable to the MARTINEZ PROPERTY, and the Naperville Municipal Code as amended from time to time. Any deviations from the MARTINEZ DEVELOPMENT PLANS shall be permitted as follows: (1) minor modifications that do not alter the concept or intent of the MARTINEZ DEVELOPMENT PLANS may be approved by the CITY'S Zoning Administrator; and (2) major modifications to the MARTINEZ DEVELOPMENT PLANS (modifications which, in the opinion of the Zoning Administrator, alter the concept or intent of the MARTINEZ DEVELOPMENT PLANS), shall be submitted to the City Council for consideration without review and recommendation by the Planning and Zoning Commission to review and make recommendations with respect to any request for a major modification to the MARTINEZ DEVELOPMENT PLANS.

S-M11.3 Prior to the issuance of any building permit for the MARTINEZ PROPERTY, detailed building elevations shall be submitted to the CITY which illustrate all roof top units (RTU) and roof penetration screening in compliance with Section 5-10-3:12 of the Naperville Municipal Code, as amended from time to time, subject to the approval by the Zoning Administrator.

S-M11.4 The provisions contained in each section and subsection of S-M11 shall survive the expiration or termination of this Agreement.

<u>SPECIAL CONDITIONS FOR THE ANNEXATION OF</u> <u>CHURCH PROPERTY ("S-C")</u>

The following Special Conditions (referred to as "S-C") shall be solely applicable to the CHURCH PROPERTY and the CHURCH OWNER shall be responsible for all the terms or conditions set forth in the Special Conditions. 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.

S-C1.0 ANNEXATION AND ZONING.

S-C1.1 The Zoning Classification for the CHURCH PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall be B2 Community Shopping Center District for Lot 1 and R2 Single-Family and Low Density Multiple-Family Residence District for Lot 2, depicted on **EXHIBIT H**, attached hereto.

S-C1.2 A plat of annexation prepared by Roake and Associates, Inc., dated August 21, 2017, last revised November 10, 2017, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT D**.

S-C2.0 ANNEXATION FEES.

S-C2.1 The Annexation Fee for the CHURCH PROPERTY has been paid as set forth in Section B-B2.1 of this Agreement.

S-C3.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.

S-C3.1 There are currently no Utility Rebates, Special Connection Fees, Recapture Fees, Special Assessments or Special Service Area Taxes applicable to the CHURCH PROPERTY.

S-C3.2 Since the CHURCH PROPERTY is located within the Naperville Fire Protection District, and prior to annexation was served by the Naperville Fire Department, the CHURCH OWNER has no obligation to make payment pursuant to 70 ILCS 705/20(e)(1)-(5).

S-C4.0 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 CHURCH OWNER:

Deacon Justin James World Mission Society Church of God 29 W. 771 79th Street Naperville, IL 60564

WITH COPIES TO:

Dennis P. Lindell Lindell & Tessitore P.C. 1755 Park Street, Suite 200 Naperville, IL 60563

S-C5.0 FIRE CODES AND REGULATIONS.

S-C5.1 An inspection of the CHURCH PROPERTY was performed by the CITY. At the time the inspection was conducted, no apparent code violations were noted.

S-C5.2 Within three (3) months after acceptance by the CITY of the Improvements installed by the MARTINEZ PROPERTY OWNER, the CHURCH OWNER shall abandon the above ground water storage tanks utilized by the existing fire suppression sprinkler system and shall connect its currently existing fire suppression sprinkler system to the CITY's water distribution system. The connection to the CITY's water distribution system shall be completed in compliance with the Naperville Municipal Code including the installation of a required double-detector check valve.

S-C6.0 EMERGENCY ACCESS.

S-C6.1 Two points of access currently exist for the structure located on the CHURCH PROPERTY. No additional points of access are needed at this time.

S-C7.0 SCHOOL AND PARK DONATIONS.

S-C7.1 Since the CHURCH PROPERTY is currently improved with a religious institution, no school or park donation is required. If the CHURCH PROPERTY is at any time in the future used for residential purposes, school and park donations shall be made in compliance with the provisions of the Naperville Municipal Code then in effect.

S-C8.0 SIDEWALKS.

S-C8.1 If the CHURCH PROPERTY redevelops in the future any sidewalks will be constructed at the time of said redevelopment.

S-C9.0 NON-CONFORMING STRUCTURES AND NONCONFORMING USES.

S-C9.1 The reconstruction, repair, or rebuilding of any portion of the structure located on the CHURCH PROPERTY which, as of the EFFECTIVE DATE of this Agreement, does not conform to the requirements of the CITY'S Code provisions, including but not limited to Building and Fire Prevention Codes, Zoning Codes, and Sign Codes, shall be treated as nonconforming and subject to the to the provisions of the Naperville Municipal Code as amended from time to time, including but not limited to the provisions of Chapters 2 and 16 of Title 6 thereof.

<u>S-C10.0 CONTINUANCE OF NONCONFORMING USES.</u>

S-C10.1 The CHURCH PROPERTY is currently used for the following purposes which are not permitted or conditional uses in the B2 Community Shopping Center District: churches and places of worship as a principal use, which includes ancillary uses of offices, daycare services, recreational services, counseling and therapy services, nursery school, elementary school, and parking lot owned by the CHURCH OWNER and located on the CHURCH PROPERTY. These uses shall be permitted to continue in their current form subject to the nonconforming use provisions of Title 6, Chapter 10 of the Naperville Municipal Code, as amended from time to time.

Any request by the owner of the CHURCH PROPERTY for a variance from the Naperville Municipal Code, for a conditional use, or for rezoning of all or any part of the CHURCH PROPERTY shall require public hearings before the Planning and Zoning Commission and review and final determination by the City Council, as set forth in the Naperville Municipal Code then in effect.

S-C10.2 The uses identified in S-C10.1 are granted solely to the CHURCH OWNER and do not run with the land. If the CHURCH OWNER sells or conveys all or any portion of the CHURCH PROPERTY, use of the CHURCH PROPERTY shall conform to the permitted uses allowed in the zoning districts as set forth in Section S-C1.0 unless the zoning for the CHURCH PROPERTY has been changed in accordance with the Naperville Municipal Code. The provisions of Section S-C10.1 above, with respect to required review by the City's Planning and Zoning Commission, and review and approval by the City Council, shall apply equally to any use of the CHURCH PROPERTY by any new owner.

S-C10.3 The provisions contained in each section and subsection of S-C10 shall survive the expiration or termination of this Agreement.

S-C11.0 FUTURE ROADWAY IMPROVEMENT FEE.

S-C11.1 The CHURCH OWNER shall have no obligation to pay any roadway improvement fee for linear frontage of the CHURCH PROPERTY along Aero Drive or otherwise.

S-C12.0 ELECTRICAL UTILITY SERVICE.

S-C12.1 The CHURCH OWNER shall not be required to connect all electrical power and energy to the CITY'S electrical utility system at the time such service is available. However, upon transfer or conveyance of the CHURCH PROPERTY to another owner, the CITY, at its sole discretion, may require that the CHURCH PROPERTY obtain its electricity from the CITY's electric utility.

S-C12.2 If the CHURCH OWNER, at any time, accepts electrical power and energy required for the CHURCH PROPERTY from the CITY'S electrical utility system, the CHURCH OWNER 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, as amended from time to time.

S-C12.3 The provisions contained in each section and subsection of S-C12 shall survive the expiration or termination of this Agreement.

S-C13.0 WATER SUPPLY AND SANITARY SEWER

S-C13.1 MARTINEZ PROPERTY OWNER shall extend the CITY'S water distribution system and sanitary sewer collection system along the entire Illinois Route 59 frontage of the MARTINEZ PROPERTY and the CHURCH PROPERTY, pursuant to Section S-M10.1 of this Agreement. All costs associated with the extension of the water distribution system and the sanitary sewer collection system across the frontage of the CHURCH PROPERTY shall be borne solely by the MARTINEZ PROPERTY OWNER. Any utility service connections from the publicly owned water distribution and sanitary collection systems to existing structure(s), shall be solely be borne by the MARTINEZ PROPERTY OWNER for the CHURCH PROPERTY. Any future internal utility connections, including the preparation of permit plans, procurement of all CITY permits, and all associated costs for the CHURCH PROPERTY, shall be the sole responsibility of the CHURCH OWNER.

S-C13.2 Pursuant to Section S-M10.1.1 of this Agreement, all private well(s) shall be sealed and all septic system(s) shall be abandoned on the CHURCH PROPERTY, pursuant to the regulations of the DuPage County Health Department.

/SIGNATURES ON FOLLOWING PAGE/

IN WITNESS WHEREOF, the parties set their hands and seals as of the EFFECTIVE DATE set forth in Section G34.1 hereof.

CITY OF NAPERVILLE

		Attest	
By:		By:	
Steve Ch Mayo			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 _____, 2018.

Notary Public

-seal-

MARTINEZ PROPERTY OWNER

By: CRISTINA MARTINEZ

))

)

Owner

State of Illinois County of DuPage

The foregoing instrument was acknowledged before me by CRISTINA MARTINEZ, this 9th day of July, 2018.

LINDA K PADDOCK Official Seal Notary Public - State of Illinois My Commission Expires Mar 10, 2020

-seal-

addock

Notary Public

CHURCH OWNER

that By: Pastor Hyok Jae Lee

Owner (Secretary

Attest
By: takeya.
[name] Chris J. Cha-Maya.
[title] Missionery

State of Illinois)	
)
County of Oclag	i e)

The foregoing instrument was acknowledged before me by $\frac{HyoH}{Jae Lee}$ <u>Secretary</u>, and <u>Chris J. Cha-Mlaya</u>, <u>Missionary</u>, <u>10^{+h}</u> day of <u>July</u>, 2018. this



Win ud

Notary Public

-seal-

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

SCHEDULE OF EXHIBITS

- EXHIBIT A: Legal Description for MARTINEZ PROPERTY
- EXHIBIT B: Plat of Annexation for MARTINEZ PROPERTY
- EXHIBIT C: Legal Description for CHURCH PROPERTY
- EXHIBIT D: Plat of Annexation for CHURCH PROPERTY
- EXHIBIT E: Benefitted Properties of Lift Station and Force Main
- EXHIBIT F: BBCG Showroom and Commercial Structure (Elevations)
- EXHIBIT G: Landscape Plan for Best Buy Carpet and Granite
- EXHIBIT H: Plat of Subdivision for CHURCH PROPERTY

LEGAL DESCRIPTION FOR MARTINEZ PROPERTY

LOT 24 (EXCEPT THE WEST 16 FEET THEREOF TAKEN IN CASE 94ED35) IN AERO ESTATES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 17, 1956 AS DOCUMENT 800786, IN DUPAGE COUNTY, ILLINOIS.

PIN 07-34-100-027 Address: 9S065 Route 59, Naperville, IL 60564

LOT 23 (EXCEPT THE WEST 16 FEET THEREOF TAKEN IN CASE 94ED35) IN AERO ESTATES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 17, 1956 AS DOCUMENT 800786, IN DUPAGE COUNTY, ILLINOIS.

PIN 07-34-100-028 Address: 9S080 Route 59, Naperville, IL 60564

LOT 22 (EXCEPT THE WEST 16 FEET THEREOF TAKEN IN CASE 94ED35) IN AERO ESTATES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 17, 1956 AS DOCUMENT 800786, IN DUPAGE COUNTY, ILLINOIS.

PIN 07-34-100-029 Address: 9S081 Route 59, Naperville, IL 60564

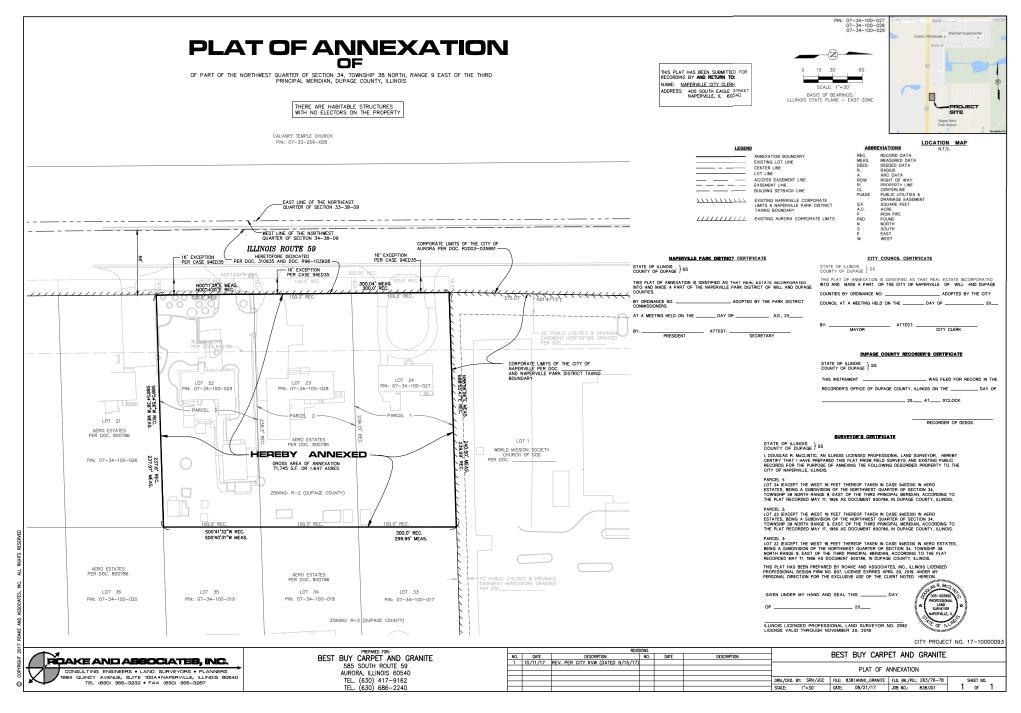


EXHIBIT B

LEGAL DESCRIPTION FOR CHURCH PROPERTY

LOTS 25, 26, 27, 28, 29, 30, 31 AND 32 IN AERO ESTATES, BEING A SUBDIVISION OF PART OF NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1956 AS DOCUMENT 800786, (EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 25 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 14 MINUTES 01 SECOND EAST ALONG THE WEST LINE OF LOTS 25, 26, 27 AND 28, A DISTANCE OF 400.00 FEET TO THE NORTHWEST CORNER OF LOT 28; THENCE NORTH 88 DEGREES 56 MINUTES 55 SECONDS EAST ALONG THE NORTH LINE OF LOT 28; A DISTANCE OF 46.38 FEET; THENCE SOUTH 38 DEGREES 59 MINUTES 28 SECONDS WEST 32.97 FEET; THENCE SOUTH 01 DEGREE 43 MINUTES 11 SECONDS WEST, 375.09 FEET TO THE SOUTH LINE OF LOT 25; THENCE SOUTH 88 DEGREES 55 MINUTES 47 SECONDS WEST ALONG SAID SOUTH LINE, 16.01 FEET TO THE POINT OF BEGINNING), IN DUPAGE COUNTY, ILLINOIS.

PINS

07-34-100-036 07-34-100-035 07-34-100-034 07-34-100-033 07-34-100-016 07-34-100-015 07-34-100-014 07-34-100-013 Address: 27W771 79th Street, Naperville, IL **60564**

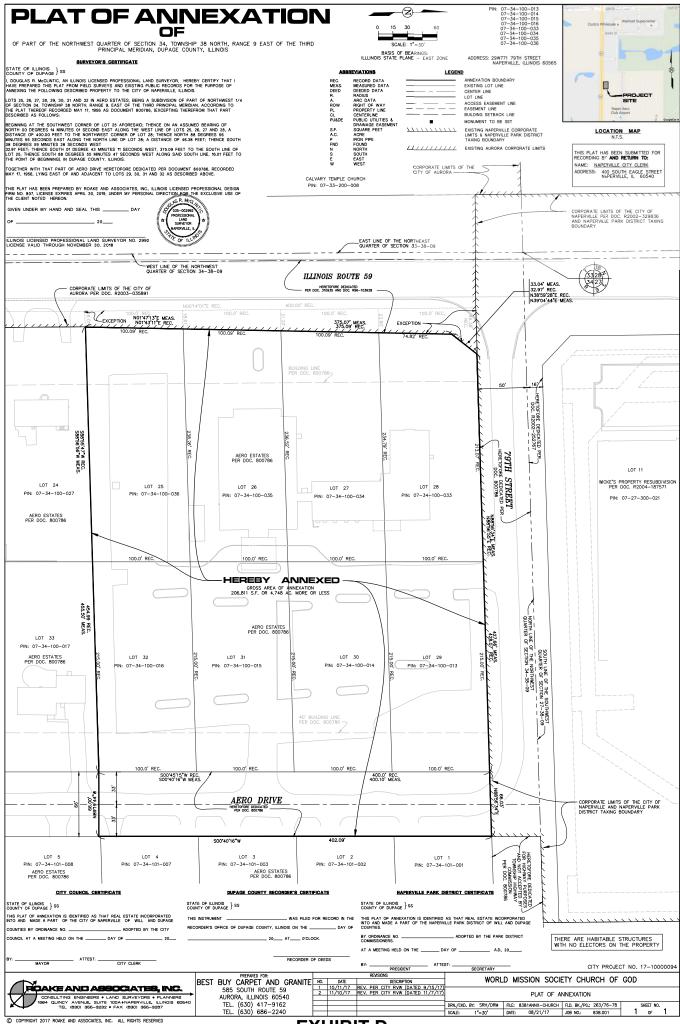


EXHIBIT D

Benefitted Properties of Lift Station and Force Main

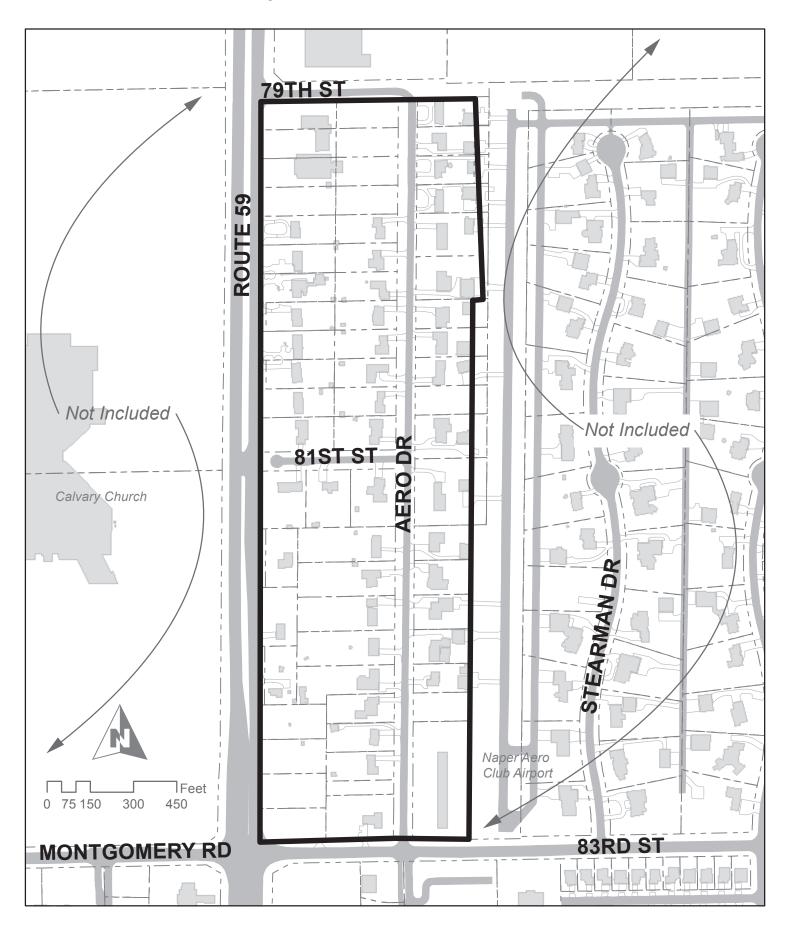


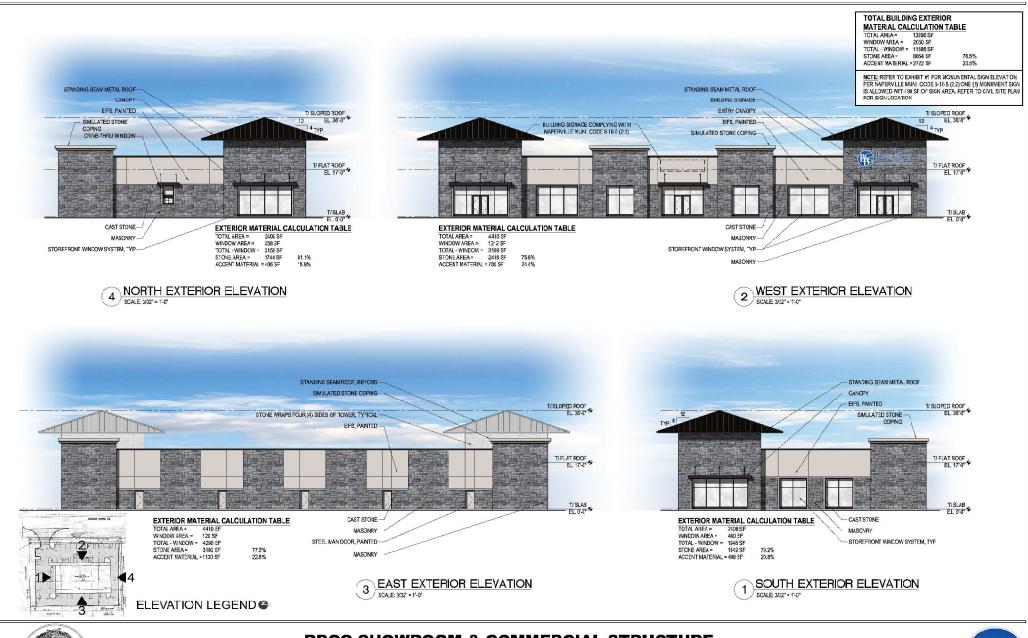
EXHIBIT E

Benefitted Properties of Lift Station and Force Main

	PIN	ADDRESS NUMBER	STREET NAME	STREET SUFFIX	ZIP CODE	AREA	ACRES
1	0734101002	9S027	AERO	DR	60564	20,010.78	0.46
2	0734100014					21,495.08	0.49
3	0734100034	9S035	ROUTE 59		60565	25,839.27	0.59
4	0734101003	9S041	AERO	DR	60564	19,901.30	0.46
5	0734100015					21,496.91	0.49
6	0734100035					25,774.98	0.59
7	0734100016					21,498.82	0.49
8	0734100036					25,711.13	0.59
9	0734101008	9\$069	AERO	DR	60564	33,642.03	0.77
10	0734100017	9\$066	AERO	DR	60564	21,500.83	0.49
11	0734100027	9S065	ROUTE 59		60565	25,647.42	0.59
12	0734100018	9\$080	AERO	DR	60565	21,502.69	0.49
13	0734101022	9S101	AERO	DR	60564	33,689.49	0.77
14	0734100019	9S104	AERO	DR	60564	21,504.76	0.49
15	0734101012	9S115	AERO	DR	60564	19,981.92	0.46
16	0734101013	9S135	AERO	DR	60564	19,975.12	0.46
17	0734100021	9S134	AERO	DR	60564	21,509.14	0.49
18	0734101014 0734101015	9S161	AERO	DR	60564	19,987.82	0.46
19 20	0734101015	9S158	AERO	DR	60564	20,000.22 21,512.81	0.46
20	0734100023	9S158 9S157	ROUTE 59	DK	60565	25,265.32	0.49
22	0734100031	9S174	AERO	DR	60564	25,205.32	0.58
22	0734100024	29W770	81ST	ST	60565	30,007.92	0.69
23 24	0734103001	9S215	AERO	DR	60564	46,611.55	1.07
24	0734102003	9S213	AERO	DR	60564	31,231.99	0.72
26	0734102002	29W751	81ST	ST	60564	31,000.32	0.72
27	0734102022	30W771	81ST	ST	60564	30,998.82	0.71
28	0734103003	9S237	AERO	DR	60564	23,998.59	0.55
29	0734102011	9\$236	AERO	DR	60564	40,647.83	0.93
30	0734102028	9S265	ROUTE 59	Dit	60564	22,724.38	0.52
31	0734103004	9S251	AERO	DR	60564	23,998.87	0.55
32	0734102012	9S250	AERO	DR	60564	40,671.35	0.93
33	0734102030	9S275	ROUTE 59		60564	26,001.87	0.60
34	0734103005	9S267	AERO	DR	60564	23,999.15	0.55
35	0734102013	9S264	AERO	DR	60564	40,695.14	0.93
36	0734103006	9S281	AERO	DR	60564	23,999.95	0.55
37	0734102014	9S280	AERO	DR	60564	40,718.95	0.93
38	0734102027	9S301	ROUTE 59		60564	22,751.57	0.52
39	0734103007	9S315	AERO	DR	60564	20,000.12	0.46
40	0734102015	9S310	AERO	DR	60564	37,361.59	0.86
41	0734103008	9S325	AERO	DR	60564	20,000.47	0.46
42	0734102016	9S324	AERO	DR	60564	23,496.82	0.54
43	0734103009	9S357	AERO	DR	60564	80,943.74	1.86
44	0734102017	9S336	AERO	DR	60564	23,496.77	0.54
45	0734102032					27,886.72	0.64
46	0734102025	9S350	AERO	DR	60564	23,497.01	0.54
47	0734102033					27,914.88	0.64
48	0734102026					11,748.47	0.27
49	0734101007	9S055	AERO	DR	60564	24,912.07	0.57
50	0734100028	9S080	ROUTE 59		60565	25,584.10	0.59
51	0734100029	9S081	ROUTE 59		60564	25,520.10	0.59
52	0734100026	9S115	ROUTE 59		60565	23,856.58	0.55
53	0734100030	9S125	ROUTE 59		60565	25,392.99	0.58

Benefitted Properties of Lift Station and Force Main

	PIN	ADDRESS NUMBER	STREET NAME	STREET SUFFIX	ZIP CODE	AREA	ACRES	
54	0734100025	9S145	ROUTE 59		60565	23,729.19	0.54	
55	0734101016	9S175	AERO	DR	60564	30,414.78	0.70	
56	0734102031					27,858.68	0.64	
57	0734102024	9S374	AERO	DR	60564	36,349.71	0.83	
58	0734102034					26,079.29	0.60	
59	0734100033	29W771	79TH	ST	60565	25,902.81	0.59	
60	0734100013					21,493.16	0.49	
61	0734101001	9S015	AERO	DR	60564	19,875.40	0.46	
62	0734100020	9S114	AERO	DR	60564	21,506.92	0.49	
63	0734100022	9S144	AERO	DR 60564		21,510.90	0.49	
						TOTAL	TOTAL	
						1,689,448.92	38.78	

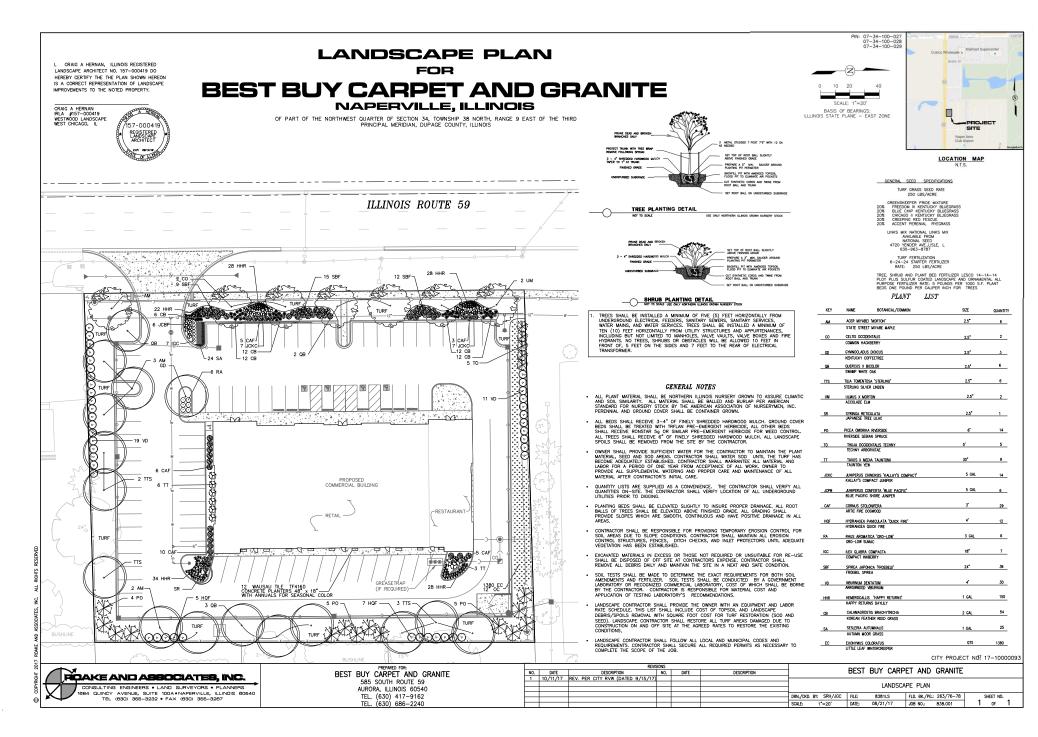


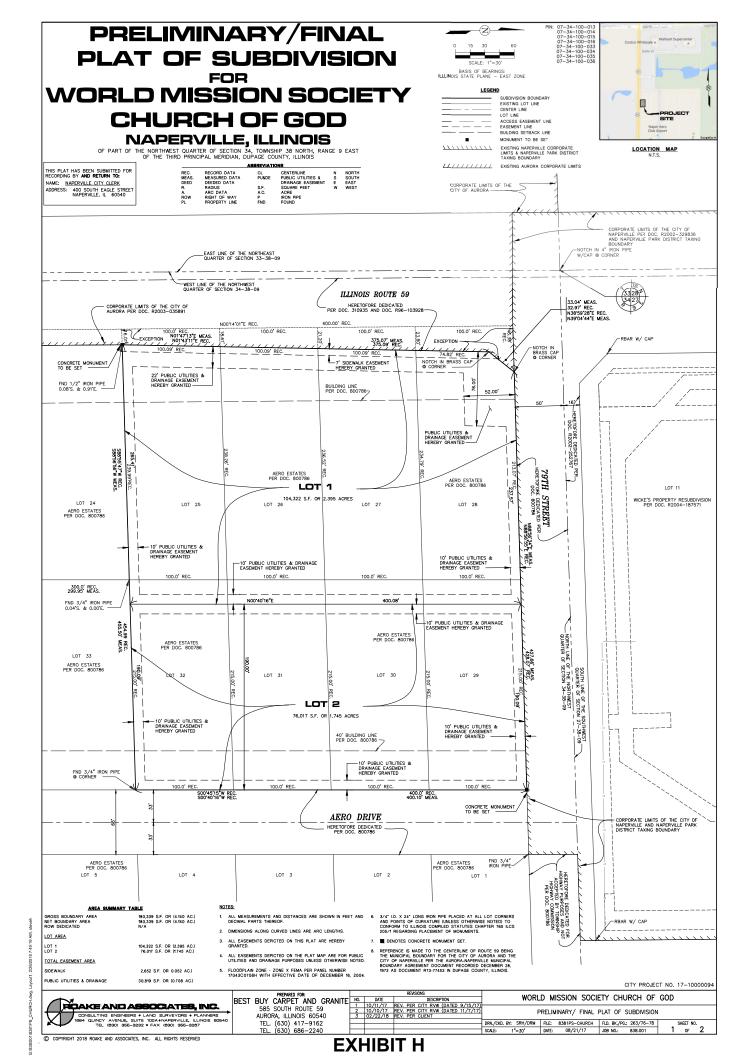
BBCG SHOWROOM & COMMERCIAL STRUCTURE



9S080 Route 59 Naperville, IL 60564 October 2017 BSG

EXHIBIT F





OWNER'S	CERTIFICATE

STATE OF ILLINOIS COUNTY OF DUPAGE SS

THIS IS TO CERTIFY THAT WORLD MISSION SOCIETY CHURCH OF GOD IS THE OWNER OF THE PROPERTY DESCRIED ABOVE AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATED AS SHOWN HEREON FOR THE USES AND PUPPOSES THEREIN SET FORMTH AND AS ALLOWED AND PROVIDED BY STATUTES, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESALE. DATED AT____

ILLINOIS, THIS ____ DAY OF _____, A.D., 20_____ CITY BY:_____ ATTEST:_____ SIGNATURE SIGNATURE

TITLE:_____ TITLE:_____ TITLE:_____ PRINT NAME

NOTARY'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF DUPAGE \$SS

I, _______ A NOTARY PUBLIC IN AND FUH THE DRUG OCCUR. ____ SAID OWNER, WHO IS PERSONALLY KNOWN TO ME TO BE TITLE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT

AS SUCH RESPECTFULLY, APPEARED BEFORE ME THIS DAY AS SUCH TITLE RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVEED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEFINEST FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____ 20____

NOTARY PUBLIC SIGNATURE

PRINT NAME

MY COMMISSION EXPIRES ON ______ DATE _____YEAR

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLING'S DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO § 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATE'S A SAMENDED. A PLAN THAT HUETS THE REGUREMENTS CONTAINED IN THE DEPARTMENTS "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQURED BY THE DEPARTMENT.

______ A.D., 20____

SIGNATURE	_
PRINT	

REGION ONE ENGINEER

PUBLIC SIDEWALK PROVISION

ALL EASEMENTS INDICATED AS "SIDEWAIK EASEMENT" ARE HEREBY RESERVED FOR AND GRANTED EXCLUSIVELY TO THE CITY OF AVAPRILE, ITS SUCCESSORS, ASSIGNS AND DEGRESSES FOR THE FORTELTLA CROTH, PMILLEE AT & SUCCESSORS, ASSIGNS AND DEGRESSES FOR THE FORTELTLA CROTH, PMILLEE AT & SUCCESSORS, ASSIGNS AND PLRPOSE OF FORVIDING PUBLIC ACCESS ALONG THE SUFFACE, AS SHOWN ON THIS PLRPOSE OF FORVIDING PUBLIC ACCESS ALONG THE SUFFACE, AS SHOWN ON THIS PLRT, OVER, LOOK, ALONG, UNCER, ON THROUGH SADA ESSMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE GRANTORS PROPERTY FOR INCCESSARY WORKERS AND ESUMPRINT TO DO ANY OF THE ADOVE WORK.

ALL CONSTRUCTION BY ANY ENTITY WITHIN THE EASEMENTS HEREBY GRANTED SHALL BE PERFORMED IN ACCORDANCE WITH THE VARIOUS REQUIREMENTS OF THE ORDINANCES AND REQUARTIONS OF THE CITY OF NAREPVILLE.

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

LINEAR LANGE AND INTERACT LARGENET PROVIDENTS

AND OF THE ROUTE MORN. THE ROUTE ASSEMBLY THAT INTERFERE WITH THE OPERATION OF THE SEWERS OF PLANTS ON THE LASSEMBLY THAT INTERFERE WITH THE OPERATION OF THE SEWERS OF OTHER UTLIFES AND OPERMANENT BURNOSS SHALL BE PLACED ON SAD EASEMINTS, BU SAME MAY BE USED FOR GARDENS, SHRWBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LITER INTERFERE WITH THE AFORESMU DIES OR RIGHTS. WHERE AN LASSEMENT IS USED BOTH FOR SEWERS AND OTHER VITURES, THE OTHER VITURE RESTLANTON SHALL BE SUBJECT FOR GROWINGS OT THE COTTER OTHER VITURES.

EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF NAPERVILLE AND OTHER GOVERNMENTAL AUTHORITES HAVING JURSDICTION OF THE LAND SUBDIVOED HEREBY OVER THE EARTRE EASEMENT RAFE JOR INGESS, GRESS NOT THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING BUT NOT LIMITED TO, WATER, STORM AND SANTARY SEWER SERVICE AND AMATIENANCE.

THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON, OVER, ALONG AND ARXISS THE REVEPTIV DESONBED HEREN FOR THE MANTAINING, ECHONICAN ERVENTING, REPARTING, TESTING, AND/OR REPLACING CITY OWNED UTLITY EQUIPMENT AND METERS WHICH SERVE SAD PROPERTY, INCLUDING NECESSARY PERSONAL AND COUPERTY TO DO ANY OF THE ADOVE WORK.

MORTGAGE CERTIFICATE

COUNTY OF _____}SS _ AS MORTGAGEE, UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED ______, A.D., ____, AND RECORDED IN THE RECORDER'S OF DEEDS OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE _____ DAY OF ______, A.D., ______ AS DOCUMENT NO. HEREBY CONSENTS TO AND APPROVES THE SUBDIVISION OF THE LAND AND THE GRANTING OF THE EASEMENT(S) DEPICTED HEREON. DATED THIS _____ DAY OF _____ A.D. 20 MORTGAGEE NAME: BY: _____ ATTEST: _____ ____ ITS: ____ ITS: NOTARY'S CERTIFICATE STATE OF ______}SS THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT (NAME) ______ (TITLE) _____ OF ______ AND (NAME) ______ (TITLE) OF OF THE SAME PERSONALLY KNOWN TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OF SAID ______, AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL _ DAY OF _ _ , A.D. 20___ NOTARY PUBLIC MY COMMISSION EXPIRES

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS COUNTY OF DUPAGE } SS

- THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:
- 1. THAT WORLD MISSION SOCIETY CHURCH OF GOD IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO THE CITY OF INAPERVILLE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE, AND
- 2. TO THE BEST OF THE OWNERS' KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:

INDIAN PRAIRIE SCHOOL DISTRICT 204 780 SHORELINE DRIVE AURORA, ILLINOIS 60504

OWNER: WORLD MISSION SOCIETY CHURCH OF GOD BY: ATTEST:

SIGNATURE PRINT NAME TITLE: SUBSCRIBED AND SWORN BEFORE WE THIS _____ DAY OF _____ 20____

NOTARY PUBLIC

CITY TREASURER'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF DUPAGE SS

I TREASURER FOR THE CITY OF NAPERVILE, LLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UMPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED NOTALLWENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.

DATED AT NAPERVILLE, ILLINOIS, THIS _____ DAY OF______ 20____

CITY TREASURER/DIRECTOR, FINANCE DEPARTMENT

CITY OF NAPERVILLE ADMINISTRATIVE APPROVAL CERTIFICATE STATE OF ILLINOIS COUNTY OF DUPAGE SS

APPROVED IN ACCORDANCE WITH THE ADMINISTRATIVE APPROVAL CRITERIA AND PROCEDURES SET FORTH IN SECTION 7-2-5 NAPERVILLE MUNICIPAL CODE.

DATED THIS ______ DAY OF _____, A.D., 20___.

ZONING ADMINISTRATOR CITY OF NAPERVILLE TRANSPORTATION, ENGINEERING AND DEVELOPMENT BUSINESS GROUP

DUPAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS SS

I, _____, COUNTY CLERK OF DUPAGE COUNTY, LLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED FLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS, __ DAY OF____ _____ A.D., 20_____ THIS _

COUNTY CLERK

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF DUPAGE SS

THIS INSTRUMENT _ WAS FILED FOR RECORD

IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS

____ DAY OF____ ON THE ____

AT_____ 0'CLOCK ____M,

RECORDER OF DEEDS

SURFACE WATER STATEMENT

STATE OF ILLINOIS COUNTY OF DUPAGE } SS

TO THE BELT OF OUR SHOWLDGE AND BLEE THE PAINING OF SUPPACE WATERS TO THE BELT OF OUR SHOWLDGE AND BLEE THE PAINING OF SUPPACE WATERS THEREON OR, THAT IF SUPPACE WATER PAINING WILL BE CHANGED. RESONALE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SUPPACE WATERS BYTO PILLU, AREAS, OR DANAES WHICH THE SUBDIVER HAS A ACCORDINGE WATERS BYTO PILLU, AREAS, OR DANAES WHICH THE SUBDIVER HAS A ACCORDINGE WATERS BYTO PILLU, AREAS, OR DANAES WHICH THE SUBDIVER HAS A ACCORDINGE WITH GREARLY ACCORDITIO EXAMISTERING PARTICLES OD AS TO REDUCE THE LIKELHOOD OF DAMAGE TO THE ADJOINNIG PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION DATED THIS _____ DAY OF _____ 20___

ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 46225 LICENSE VALID THROUGH NOVEMBER 30, 2019

SIGNATURE ATTEST: SIGNATURE

TITLE: _____ TITLE: _____ PRINT NAME

LAND SURVEYOR AUTHORIZATION TO RECORD PLAT

STATE OF ILLINOIS COUNTY OF DUPAGE } SS

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002992 LICENSE VALID THROUGH NOVEMBER 30, 2018

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF DUPAGE SS

__ 20____

LI DOUGLAS F. MACLINIC, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

LOTS 25, 26, 27, 28, 29, 30, 31 AND 32 IN AERO ESTATES, BEING A SUBDIVISION OF PART OF NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1966 AS DOCUMENT 800786.

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

EADETING INSTRUCTION INT PART LEQUISED AS FOLLOWS: BEGINNIG AT LES SOUTHWEST CORRER OF LOT 25 APORESAD. THENCE ON AN ASSURED BEARING OF NORTH 00 DEGREES 14 MINUTES OT SECOND EAST ALONG THE WIST LINE OF LOT 28, 75 APR 24 APORESAD. THENCE NORTH 88 DEGREES 86 MINUTES 55 SECONDS ESIST ALONG THE NORTH LINE OF LOT 28, APORESAD. THENCE HORST SECONDS ESIST ALONG THE NORTH LINE OF LOT 28, APORESAD. SECONDS ESIST AND SECONDS WIST ALONG SECOND SOUTH OF DEGREE 43 MINUTES 14 SECONDS WEST, 33/00 FEET TO THE SOUTH OF DEGREE 43 MINUTES 14 SECONDS WEST, 33/00 FEET TO THE SOUTH LINE OF SOUTH INCE, %01 FEET TO THE POINT OF BEGINNING, IN DUPAGE CONTY, LLINGS AD

SUDITINE, SUTTETIDITE PONTO E BEUNINNO, IN DUPALE UDUNIT, LLINDIS. I, LURIHER, CERTETINITI THE PORPETTY SHOWN ON THE PLAT HERECO DARWIS IS STUATED WITHIN THE CORPORATE LINTS OF THE CITY OF MAREMULE, WHICH HAS STUATED WITHIN THE CORPORATE LINTS OF THE CITY OF MAREMULE, WHICH HAS MATHORIZED BY THE STATE OF LLINDS ACCORDING TO 85 LICS SH1-256, AS HERETCOPICE AND HEREATER ANGELON AND THAT SAD SUBMISSION IS SUCH THIN A SPECIAL FUCON DAZARO HEREATER ANGELON AND THAT SAD SUBMISSION IS NOT WITHIN A SPECIAL FUCON DAZARO HEREATER ANGELON AND THE FEDERAL BERNGENCY MANAGEMEN AGENCY MAN MAREM THREACAS DECIMIED DECIMIENT & 5000

THIS PLAT HAS BEEN PREPARED BY ROAKE AND ASSOCIATES, INC. LLNOIS LICENSED ROFESSIONAL DESIGN FIRM NO. 807. LICENSE EXPERTS AFRI. 30, 2019. UNDER MY PERSONAL DESIGN FIRM NO. 807. LICENSE EXPERTS AFRI. 30, 2019. UNDER MY PERSONAL DESIGN FOR THE EXCLUSIVE USE OF THE CLENT NOTED HEREON.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF ______ 20____

ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 035-002992 LICENSE VALID THROUGH NOVEMBER 30, 2018

		PREPARED FOR:						REVISIONS	WORLD MISSION SOCIETY CHURCH OF GOD									
\sim	BEST	BUY (CARPF	T AND	GRANITE	NO.	DATE		DESCRIPTION		WORL	U MI	12210N 2001		URCH UF	GOD		
/ ROAKE AND ASSOCIATES, INC.		585	SOUTH I	ROUTE 5	9	2	10/11/1	7	REV. PER CITY RVW (DATED 9/15/17) NO REVISION THIS SHEET		F	RELIM	IINARY/ FINAL I	PLAT OF	SUBDIVISION			
CONSULTING ENGINEERS + LAND SURVEYORS + PLANNERS 1884 QUINCY AVENUE, SUITE 100A+NAPERVILLE, ILLINOIS 60540				OIS 605		3	02/22/	18	REV. PER CLIENT				,					
TEL (630) 355-3232 • FAX (630) 355-3267				17-916		-		-		DRN./CKD. BY:	SRH/DRM	FILE:		FLD. BK./P	G.: 263/76-78		SHEET NO.	~
		TEL.	(630) 6	586-224	0					SCALE:	NONE	DATE:	08/21/17	J08 NO .:	838.001	- 2	0F	2
COPYRIGHT 2018 ROAKE AND ASSOCIATES, INC. ALL RIGHTS RESERVED																		