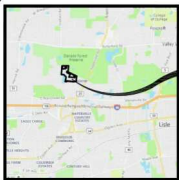


FOR

NAPER COMMONS - PHASE 2

BEING A PART OF THE NORTH HALF OF SECTION 5, TOWNSHIP 38 NORTH,
RANGE 10, AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 39 NORTH, RANGE
10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



VICINITY MAP

SITE
LOCATION

NOTE:
KEYMAP FOR BOUNDARY
AND PAGE INDEX ONLY.
SEE FOLLOWING SHEETS
FOR PARTICULARS.

PARCEL INDEX NUMBER
PART OF 05-32-300-014
PROPERTY RECENTLY
SUBDIVIDED AND NO ADDRESS
LISTED ON COUNTY/CITY WEB
SITES. UNDERLYING ADDRESS
PER NOKIA CAMPUS
SUBDIVISION IS
2000 LUCENT LANE,
NAPERVILLE, ILLINOIS 60563

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

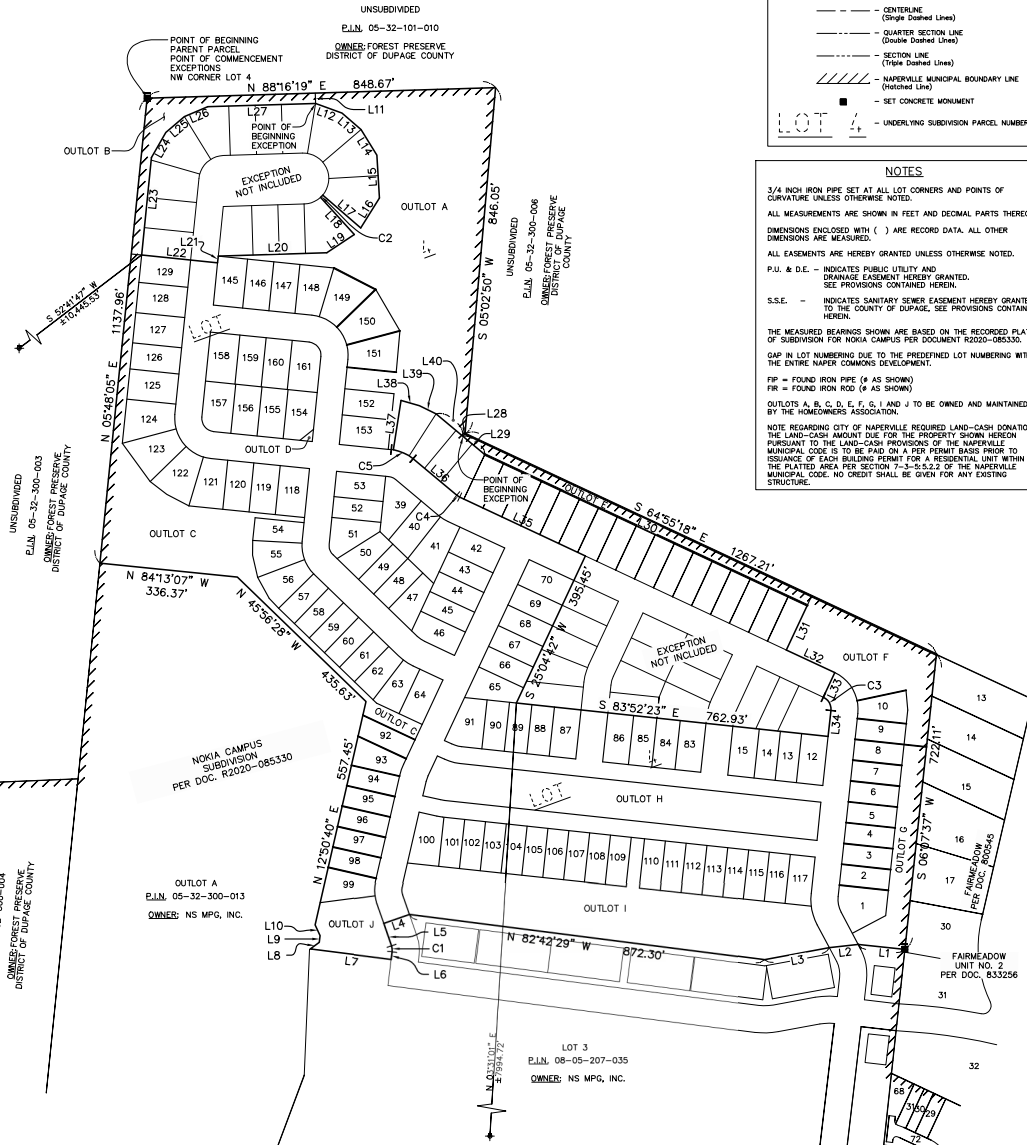
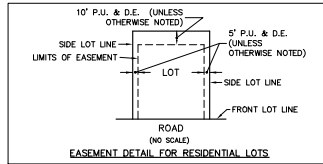
TOTAL AREA OF SUBDIVISION

43.224 ACRES
(MORE OR LESS)

150 75 0 150
SCALE: 1 INCH = 150 FEET

LINE	BEARING	LENGTH
L1	N 83°52'23" W	114.14
L2	S 83°11'53" W	70.74
L3	S 79°35'31" W	160.26
L4	S 70°53'47" W	68.00
L5	S 19°06'13" E	57.84
L6	S 07°17'31" W	18.83
L7	N 82°42'29" W	197.90
L8	N 53°24'06" E	26.95
L9	N 07°15'53" E	16.28
L10	N 24°46'51" W	29.17
L11	S 01°43'41" E	25.00
L12	S 69°55'27" E	68.99
L13	S 48°47'59" E	60.99
L14	S 31°53'20" E	73.21
L15	S 03°25'54" E	104.75
L16	S 32°15'44" W	85.65
L17	N 49°16'56" W	122.00
L18	S 42°18'30" E	122.00
L19	S 56°08'50" W	80.43
L20	S 86°16'19" W	264.41
L21	S 05°48'05" W	16.13
L22	N 84°11'55" W	186.00
L23	N 05°48'05" E	238.45
L24	N 28°50'07" E	70.70
L25	N 49°45'04" E	59.01
L26	N 66°39'43" E	61.79
L27	N 88°16'19" E	262.53
L28	S 39°25'45" W	7.64
L29	S 50°07'15" E	68.96
L30	S 64°55'18" E	867.00
L31	S 25°04'42" W	120.00
L32	S 64°55'18" E	130.28
L33	S 25°04'42" W	66.00
L34	S 06°07'37" W	63.51
L35	N 64°55'18" W	338.03
L36	N 60°07'15" W	138.65
L37	N 08°44'24" E	122.00
L38	S 73°31'43" E	47.19
L39	S 44°18'02" E	44.71
L40	S 50°07'15" E	85.37

CURVE	RADIUS	LENGTH	BEARING
C1	32.00	14.74	S 05°42'21" E
C2	62.00	7.55	S 44°21'17" W
C3	32.00	39.68	N 29°23'51" W
C4	32.00	8.27	S 57°31'17" E
C5	98.00	53.26	N 65°41'26" E



NOTES

3/4" INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.
ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED.
ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.
P.U. & D.E. - INDICATES PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS CONTAINED HEREIN.
S.S.E. - INDICATES SANITARY SEWER EASEMENT HEREBY GRANTED. TO THE COUNTY OF DUPAGE, SEE PROVISIONS CONTAINED HEREIN.
THE MEASURED BEARINGS SHOWN ARE BASED ON THE RECORDED PLAT OF SUBDIVISION FOR NOKIA CAMPUS PER DOCUMENT R2020-085330.
GAP IN LOT NUMBERING DUE TO THE PREDETERMINED LOT NUMBERING WITHIN THE ENTIRE NAPER COMMONS DEVELOPMENT.
FIP = FOUND IRON PIPE (4\"/>

NOTE REGARDING CITY OF NAPERVILLE REQUIRED LAND-CASH DONATION: THE LAND-CASH AMOUNT DUE FOR THE PROPERTY SHOWN HEREON PURSUANT TO THE LAND-CASH PROVISIONS OF THE NAPERVILLE MUNICIPAL CODE IS TO BE PAID ON A PER POINT BASIS PRIOR TO ISSUANCE OF EACH BUILDING PERMIT FOR A RESIDENTIAL UNIT WITHIN THE PLATTED AREA PER SECTION 7-3-0-0.2.2 OF THE NAPERVILLE MUNICIPAL CODE. NO CREDIT SHALL BE GIVEN FOR ANY EXISTING STRUCTURE.

LOT NO.	AREA (S.F.)	AREA (AC.)	P.U. & D.E. AREA (S.F.)	AREA (AC.)	LOT NO.	AREA (S.F.)	AREA (AC.)	P.U. & D.E. AREA (S.F.)	AREA (AC.)	LOT NO.	AREA (S.F.)	AREA (AC.)	P.U. & D.E. AREA (S.F.)	AREA (AC.)
1	10,179	0.234	1,010	0.023	56	7,965	0.183	2,003	0.046	97	6,120	0.140	1,000	0.023
2	6,120	0.140	1,610	0.037	57	6,860	0.157	1,610	0.037	98	6,120	0.140	1,000	0.023
3	6,120	0.140	1,610	0.037	58	6,860	0.157	1,610	0.037	99	7,979	0.183	1,165	0.027
4	6,120	0.140	1,610	0.037	59	6,860	0.157	1,610	0.037	100	8,434	0.194	2,467	0.056
5	6,120	0.140	1,610	0.037	60	6,860	0.157	1,610	0.037	101	6,120	0.140	1,610	0.037
6	6,120	0.140	1,610	0.037	61	6,860	0.157	1,610	0.037	102	6,120	0.140	1,610	0.037
7	6,120	0.140	1,610	0.037	62	6,860	0.157	1,610	0.037	103	6,120	0.140	1,610	0.037
8	6,120	0.140	1,610	0.037	63	7,161	0.164	1,823	0.042	104	6,120	0.140	1,610	0.037
9	6,120	0.140	1,610	0.037	64	7,440	0.171	1,720	0.039	105	6,120	0.140	1,610	0.037
10	7,514	0.173	1,907	0.044	65	7,572	0.169	2,257	0.052	106	6,120	0.140	1,610	0.037
11	7,740	0.178	2,290	0.052	66	6,860	0.157	1,610	0.037	107	6,120	0.140	1,610	0.037
12	6,240	0.143	2,240	0.051	67	6,860	0.157	1,610	0.037	108	6,120	0.140	1,610	0.037
13	6,240	0.143	2,240	0.051	68	6,860	0.157	1,610	0.037	109	6,120	0.140	1,610	0.037
14	6,240	0.143	2,240	0.051	69	6,860	0.157	1,610	0.037	110	6,120	0.140	1,610	0.037
15	7,740	0.178	2,290	0.052	70	7,994	0.184	1,216	0.028	111	6,120	0.140	1,610	0.037
16	8,478	0.196	1,519	0.035	71	7,994	0.184	1,216	0.028	112	6,120	0.140	1,610	0.037
17	7,969	0.183	1,816	0.042	72	7,994	0.184	1,216	0.028	113	6,120	0.140	1,610	0.037
18	8,478	0.196	1,519	0.035	73	7,994	0.184	1,216	0.028	114	6,120	0.140	1,610	0.037
19	8,478	0.196	1,519	0.035	74	7,994	0.184	1,216	0.028	115	6,120	0.140	1,610	0.037
20	8,478	0.196	1,519	0.035	75	7,994	0.184	1,216	0.028	116	6,120	0.140	1,610	0.037
21	8,478	0.196	1,519	0.035	76	7,994	0.184	1,216	0.028	117	6,120	0.140	1,610	0.037
22	8,478	0.196	1,519	0.035	77	7,994	0.184	1,216	0.028	118	6,120	0.140	1,610	0.037
23	8,478	0.196	1,519	0.035	78	7,994	0.184	1,216	0.028	119	6,120	0.140	1,610	0.037
24	8,478	0.196	1,519	0.035	79	7,994	0.184	1,216	0.028	120	6,120	0.140	1,610	0.037
25	8,478	0.196	1,519	0.035	80	7,994	0.184	1,216	0.028	121	6,120	0.140	1,610	0.037
26	8,478	0.196	1,519	0.035	81	7,994	0.184	1,216	0.028	122	6,120	0.140	1,610	0.037
27	8,478	0.196	1,519	0.035	82	7,994	0.184	1,216	0.028	123	6,120	0.140	1,610	0.037
28	8,478	0.196	1,519	0.035	83	7,994	0.184	1,216	0.028	124	6,120	0.140	1,610	0.037
29	8,478	0.196	1,519	0.035	84	7,994	0.184	1,216	0.028	125	6,120	0.140	1,610	0.037
30	8,478	0.196	1,519	0.035	85	7,994	0.184	1,216	0.028	126	6,120	0.140	1,610	0.037
31	8,478	0.196	1,519	0.035	86	7,994	0.184	1,216	0.028	127	6,120	0.140	1,610	0.037
32	8,478	0.196	1,519	0.035	87	7,994	0.184	1,216	0.028	128	6,120	0.140	1,610	0.037
33	8,478	0.196	1,519	0.035	88	7,994	0.184	1,216	0.028	129	6,120	0.140	1,610	0.037
34	8,478	0.196	1,519	0.035	89	7,994	0.184	1,216	0.028	130	6,120	0.140	1,610	0.037
35	8,478	0.196	1,519	0.035	90	7,994	0.184	1,216	0.028	131	6,120	0.140	1,610	0.037
36	8,478	0.196	1,519	0.035	91	7,994	0.184	1,216	0.028	132	6,120	0.140	1,610	0.037
37	8,478	0.196	1,519	0.035	92	7,994	0.184	1,216	0.028	133	6,120	0.140	1,610	0.037
38	8,478	0.196	1,519	0.035	93	7,994	0.184	1,216	0.028	134	6,120	0.140	1,610	0.037
39	8,478	0.196	1,519	0.035	94	7,994	0.184	1,216	0.028	135	6,120	0.140	1,610	0.037
40	8,478	0.196	1,519	0.035	95	7,994	0.184	1,216	0.028	136	6,120	0.140	1,610	0.037
41	8,478	0.196	1,519	0.035	96	7,994	0.184	1,216	0.028	137	6,120	0.140	1,610	0.037
42	8,478	0.196	1,519	0.035	97	7,994	0.184	1,216	0.028	138	6,120	0.140	1,610	0.037
43	8,478	0.196	1,519	0.035	98	7,994	0.184	1,216	0.028	139	6,120	0.140	1,610	0.037
44	8,478	0.196	1,519	0.035	99	7,994	0.184	1,216	0.028	140	6,120	0.140	1,610	0.037
45	8,478	0.196	1,519	0.035	100	7,994	0.184	1,216	0.028	141	6,120	0.140	1,610	0.037
46	8,478	0.196	1,519	0.035	101	7,994	0.184	1,216	0.028	142	6,120	0.140	1,610	0.037
47	8,478	0.196	1,519	0.035	102	7,994	0.184	1,216	0.028	143	6,120	0.140	1,610	0.037
48	8,478	0.196	1,519	0.035	103	7,994	0.184	1,216	0.028	144	6,120	0.140	1,610	0.037
49	8,478	0.196	1,519	0.035	104	7,994	0.184	1,216	0.028	145	6,120	0.140	1,610	0.037
50	8,478	0.196	1,519	0.035	105	7,994	0.184	1,216	0.028	146	6,120	0.140	1,610	0.037
51	8,478	0.196	1,519	0.035	106	7,994	0.184	1,216	0.028	147	6,120	0.140	1,610	0.037
52	8,478	0.196	1,519	0.035	107	7,994	0.184	1,216	0.028	148	6,120	0.140	1,610	0.037
53	8,478	0.196	1,519	0.035	108	7,994	0.184	1,216	0.028	149	6,120	0.140	1,610	0.037
54	8,478	0.196	1,519	0.035	109	7,994	0.184	1,216	0.028	150	6,120	0.140	1,610	0.037

NOTE: EASEMENT AREAS SHOWN IN ABOVE TABLE ARE FOR P.U. & D.E. ONLY GRANTED HEREIN. DO NOT INCLUDE OTHER EASEMENTS GRANTED HEREIN OR EXISTING EASEMENTS.

EXHIBIT D

PREPARED FOR:
PULTE HOME COMPANY, LLC
1900 E. SCHAUMBURG ROAD, SUITE 300
SCHAUMBURG, IL 60173
(847) 230-2592
PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
630-862-2100 FAX: 630-862-2199
www.cemcon.com

DISC NO.: 402138 FILE NAME: SUBPLAT 2
DRAWN BY: AIB FLD. BK. / PG. NO.: D42
COMPLETION DATE: 04-29-21 JOB NO.: 186,317
REVISED 06-17-21 AIB PER CITY COMMENTS DATED 05-26-21
REVISED 06-29-21 AIB UPDATED STREET NAMES
REVISED 07-09-21 AIB PER CITY COMMENTS DATED 07-07-21
REVISED 07-13-21 AIB REVISED STREET NAMES

NAPER COMMONS - PHASE 2 FINAL PLAT OF SUBDIVISION
CITY OF NAPERVILLE PROJECT NO. 21-10000082
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50 25 0 50
SCALE: 1 INCH = 50 FEET



EXHIBIT D

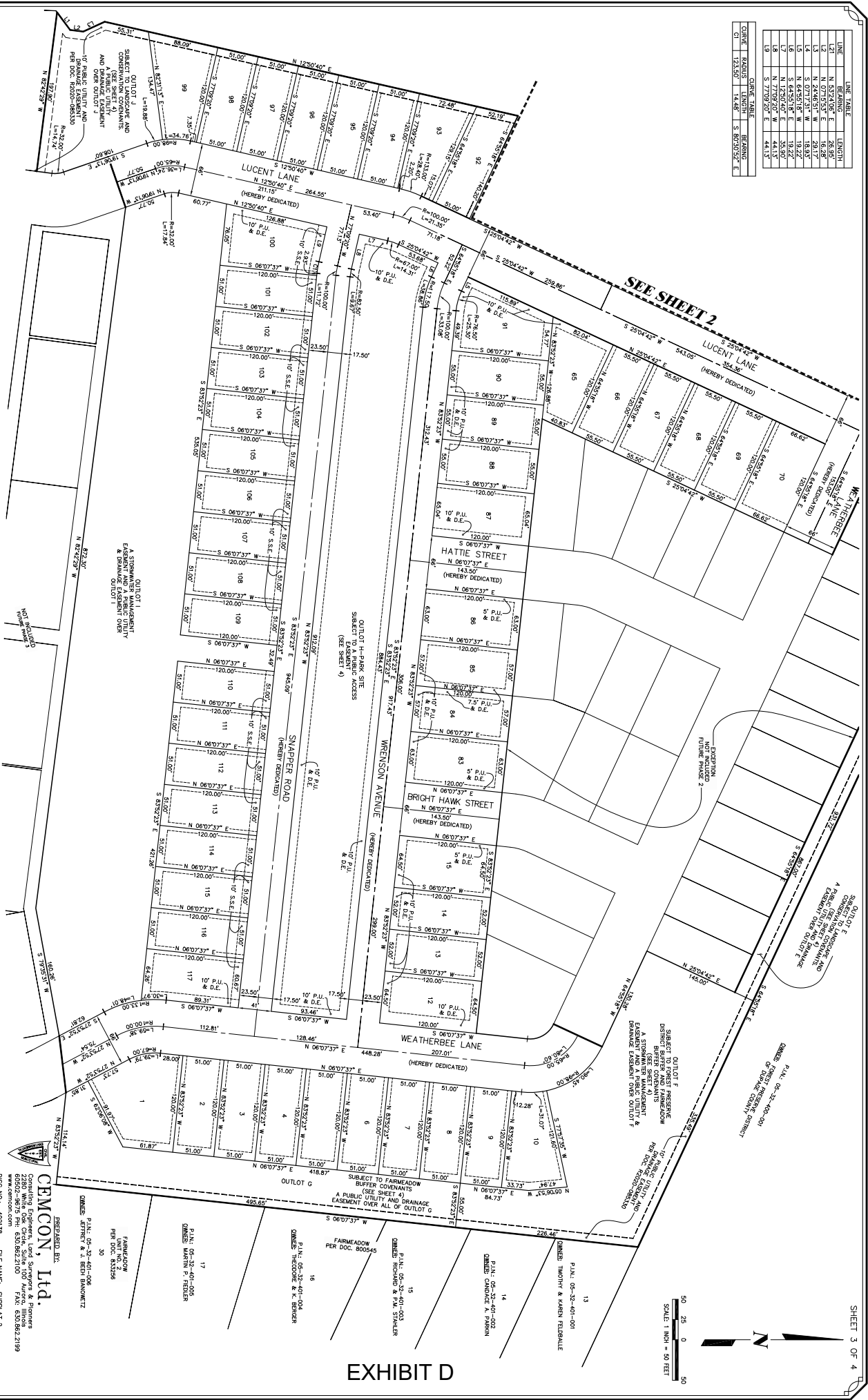


PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
63002-9675 PH: 630.862.2100 FAX: 630.862.2199
www.cemcon.com

DISC NO.: 402138 FILE NAME: SUBPLAT 2
DRAWN BY: AUB P.L.D. BK. / PG. NO.: 042
COMPLETION DATE: 04-29-21 JOB NO.: 402138
REVISED 06-17-21 AUB PER CITY COMMENTS DATED 05-26-21
REVISED 06-29-21 AUB UPDATED STREET NAMES
REVISED 07-09-21 AUB PER CITY COMMENTS DATED 07-07-21
REVISED 07-13-21 AUB REVISED STREET NAMES

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LINE TABLE		
LINE	BEARING	LENGTH
L1	N 07°15'57" E	16.28
L2	N 07°15'57" E	16.28
L3	N 24°46'51" W	29.17
L4	S 07°17'51" W	18.93
L5	S 44°59'18" E	19.22
L6	N 12°50'40" E	35.90
L7	N 77°09'40" W	44.13
L8	S 77°09'40" E	44.13
CURVE TABLE		
CL	STATION	BEARING
CL1	123.07	14.48° S 80°20'56" E



SEE SHEET 2

SHEET 3 OF 4

EXHIBIT D

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
6502-9875 RH, 650-862-2100 FAX: 650-862-2199
www.cemcon.com

DISC NO.: 402138 FILE NAME: SUBPLAT 2
DATE: 06-17-21 BY: TONY BLISS
COMPLETION DATE: 04-14-21 PLS NO.: 402138
REVISED 06-17-21 NAB PER CITY COMMENTS DATED 06-26-21
REVISED 06-29-21 NAB UPDATED STREET NAMES DATED 07-07-21
REVISED 07-13-21 NAB REVISED STREET NAMES

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SHEET 4 OF 4

STRIP SITE PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EMERVALE, ILLINOIS ("CITY") AND TO THOSE PUBLIC UTILITY COMPANIES WHOSE FACILITIES ARE LOCATED WITHIN THE PROJECT AREA. THESE PUBLIC UTILITY COMPANIES INCLUDE, BUT NOT LIMITED TO ILLINOIS BELT TELEPHONE COMPANY DBA AT&T, INCHOK GAS COMPANY, AND THEIR SUBSIDIARIES. THESE EASEMENTS ARE GRANTED FOR THE PROJECT AND THE AREAS MARKED PUBLIC UTILITIES AND DRAINAGE EASEMENTS OR ("PUBD") ON THE PLAT FOR THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, SURVEY, CONSTRUCT, MAINTAIN, OPERATE, INSPECT, MAINTAIN AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMERCIAL ANTENNAE TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SEWER LINES, TOWERS, TANKS, PIPES, CONDUITS, CULVERTS, TRENCHES, CATCHBASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND UTILITIES LOCATED WITHIN THE PROJECT AREA. THESE EASEMENTS RUN UPON UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE

THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF NAPERVILLE.

EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF NAPERVILLE AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBJOINED HEREBY OVER THE ENTIRE EASEMENT AREA FOR CONDUCTING AND PERFORMING ALL NECESSARY PUBLIC UTILITIES AND OTHER GOVERNMENTAL SERVICES, INCLUDING BUT NOT LIMITED TO, WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE.

THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON, OVER, ALONG AND ACROSS THE PROPERTY HEREIN DESCRIBED FOR THE PURPOSES OF CONDUCTING AND PERFORMING INSPECTING, INSTALLING, OPERATING, MAINTAINING, EXCHANGING, REMOVING, REPAIRING, TESTING, AND/OR REPLACING CITY OWNED UTILITY CONDUITS AND MAINS AND/OR THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND REMOVAL OF ANY AND ALL NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

BLANKET STYLE PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED FOR AND GRANTED OVER ALL LOTS OF THE PROPERTY DEPICTED HEREON (HEREINAFTER "EASEMENT") TO THE CITY OF NAPERVILLE, ILLINOIS, AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR AGREEMENT FROM THE CITY OF NAPERVILLE, INCLUDING, BUT NOT LIMITED TO, ILLINOIS BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, NICOR GAS COMPANY, AND THEIR SUCCESSORS AND ASSIGNS, AND TO ANY OTHER PUBLIC UTILITY COMPANIES THAT MAY BE AUTHORIZED BY THE CITY OF NAPERVILLE TO USE THE EASEMENT.

LIMITED TO THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, INSTALL, REPAIR, INSPECT, REMOVE, EXCHANGE, TEST, REPLACE, MAINTAIN AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNA TELEVISION SYSTEMS, CABLE TV, POWER, WATER, GAS, SANITARY AND SEWAGE, WITHIN ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID EASEMENT, AND FOR THE RIGHT TO READ, EXAMINE, INSPECT, INSTALL, OPERATE, MAINTAIN,

THE RIGHT IS ALSO GRANTED TO THE CITY AND ITS AGENTS TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE REASONABLE USE OF SAID EASEMENT. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT

1. SURVEYING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, INSPECTING, MAINTAINING, AND OPERATING ALL STORMWATER MANAGEMENT FACILITIES, STRUCTURES, GRADES, AND SLOPES CONSISTENT WITH THE INTENDED DESIGN OF THE STORMWATER FACILITIES;

2. ENTERING ONTO THE S.M.E. AND, AS REASONABLY NECESSARY, ANY ADJOINING LOT, TO PERFORM THE WORK SPECIFIED IN PARAGRAPH 1 TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE REQUIRED WORK.

NEITHER THE OWNER NOR THE HOMEOWNERS' ASSOCIATION, OR ANY OF THEIR AGENTS, OR CONTRACTORS SHALL DESTROY OR MODIFY THE GRACES OR SLOPES WITH THE SAME. WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF NAPERVILLE OR THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR EROSION.

IF EITHER THE OWNER OR THE HOMEOWNERS' ASSOCIATION FAILS TO MAINTAIN THE "STORMWATER DETENTION/RETENTION FACILITIES AS REQUIRED, THE CITY OF NAPERVILLE OR THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR EROSION, BUT NOT THE OBLIGATION, TO ENTER THE PROPERTY TO PERFORM MAINTENANCE, SHALL BE THE CITY OF NAPERVILLE OR THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION NECESSARY TO MAINTAIN STORMWATER STORAGE OR FLOW ON SAID SLOUTS.

THE INDIVIDUAL OWNER(S) OF THE LOTS CREATED BY THE FINAL PLAT OF SUBDIVISION, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE FACILITIES, AND SEVERALLY LIABLE FOR ALL COSTS INCURRED BY THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR EROSION FOR THE ABOVE REFERENCED WORK, PLUS AN ADDITIONAL TEN (10%) PERCENT AND ANY REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR EROSION, AND BE CONNECTED WITH THE COLLECTION OF SUCH COSTS. THE ACTUAL COSTS OF THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR EROSION FOR THE INDIVIDUAL LOTS, WHICH THEN MAY BE FORECLOSED BY AN ACTION BROUGHT IN A COURT OF LAW, SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL OWNER(S) OF THE LOTS. JURISDICTION BY OR ON BEHALF OF THE CITY OR OTHER GOVERNMENTAL ENTITY.

DUPPLICATE OF THE ORIGINAL RECORD OF THE CITY OF NAPERVILLE.

[illegible]

NO EXCLUSIVE PERMANENT EASEMENT IS HEREBY RESERVED FOR OR GRANTED TO THE COUNTY OF DURAGE, AND ITS ASSIGNS, AND SUCCESSORS, OR TO ANY OTHER PARTY, FOR THE USE OF SEWER EASEMENT AND, OR PUBLIC UTILITY EASEMENT, TO INSTALL, LAID, CONSTRUCT, REPAIR, OPERATE, REPAIR, MAINTAIN, RELOCATE AND REMOVE, AND/OR TO MAINTAIN, REPAIR, OPERATE, RELOCATE APPURTENANCES AND FACILITIES USED IN CONNECTION WITH THE CONVEYANCE OF SEWER EASEMENT AND, OR PUBLIC UTILITY, UNDER, ACROSS, ALONG AND, OR, UPON SAID EASEMENT AREAS, TOGETHER WITH ANY AND ALL APPURTENANCES AND FACILITIES, TO THE EXTENT GRANTED BY THIS INSTRUMENT INCLUDE THE AUTHORITY TO REMOVE TREES, OR ANY OTHER OBSTACLES TO THE INSTALLATION, LAYING, OR THE RIGHTS HEREIN GIVEN AND THE RIGHT TO ENTER UPON THE SUBDIVIDED LANDS OF THE GRANTEE TO INSTALL, LAY, OR REMOVE ANY SUCH IMPROVEMENTS OF ANY TYPE SHALL BE PLACED OVER GRANTEE(S) SANITARY SEWER MAINS, APPURTENANCES OR FACILITIES OR IN, UPON OR OVER SUCH OTHER LANDS OF THE GRANTEE(S) AS MAY BE NECESSARY THEREFOR. NO SUCH OBSTRUCTIONS OR IMPROVEMENTS BE LOCATED IN A MANNER THAT WOULD PREVENT THE GRANTEE(S) FROM EXERCISING ANY OF THE GRANTEE(S) SANITARY SEWER MAINS, APPURTENANCES, FACILITIES

SUCCESSORS, OVER THOSE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT AREAS" SHALL HAVE THE AUTHORITY TO CONSTRUCT, REPAIR, MAINTAIN, OPERATE, REPAIR, RELOCATE AND REMOVE, FROM TIME TO TIME, A SANITARY SEWER MAIN AND RELATED APPURTENANCES, INCLUDING THE AUTHORITY TO CONVEY AND CONVEYANCE AND DISTRIBUTION OF THE SANITARY SEWER IN, UNDER, ACROSS, ALONG AND, OR, UPON SAID EASEMENT AREAS, TOGETHER WITH THE AUTHORITY TO REMOVE, FROM TIME TO TIME, ANY OBSTACLES TO THE EXERCISE OF THE AUTHORITY GRANTED BY THIS INSTRUMENT INCLUDE THE AUTHORITY TO REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE EXERCISE OF THE AUTHORITY GRANTED BY THIS INSTRUMENT. UNLAWFUL PROPERTY FOR ALL OF THESE PURPOSES, NO OBSTRUCTIONS OR IMPROVEMENTS OF ANY KIND SHALL BE GRANTED OVER ANY OF THE EASEMENT AREAS, MAINS, APPURTENANCES, FACILITIES, OR OVER SUCH SUBSIDIARIES WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEE, NOR SHALL THE GRANTEE BE OBLIGATED TO GRANT OR CONVEY ANY EASEMENT SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE OF THE GRANTEE'S SANITARY SEWER MAINS, APPURTENANCES, FACILITIES

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THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR BUSHES THAT MAY BE NEAR OR WITHIN THE RIGHT-OF-WAY OR INTERFERENCE OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON S&D EASEMENTS, BUT SAME MAY BE USED FOR GARAGES OR SHEDS. THE CITY OF NAPERVILLE MAY REMOVE ANY BUILDING OR STRUCTURE THAT LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS NOT NECESSARY FOR THE PROPOSED PROJECT, THE CITY OF NAPERVILLE SHALL INSTALL SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF NAPERVILLE.

EASEMENTS ARE HEREBY HEREBY GRANTED TO THE CITY OF NAPERVILLE AND FOR THE GOVERNMENT AUTHORITY TO MAINTAIN JURISDICTION OF THE LAND SUBSIDIZED HEREBY OVER THE ENTIRE EASEMENT AREA FOR POWER, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER SERVICES. THE CITY OF NAPERVILLE SHALL NOT BE OBLIGATED TO WATER, SEWER AND SANITARY SEWER SERVICE AND MAINTENANCE.

THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON, OVER, ALONG AND ACROSS THE PROPERTY DESCRIBED HEREIN FOR THE PURPOSES OF INSPECTION, MAINTENANCE, REPAIR, INSPECTING, INSTALLING, OPERATING, MAINTAINING, EXCHANGING, REMOVING, REPLACING, REPAIRING, REPLACING, REPAIRING, REPLACING, EQUIPMENT AND METERS WHICH SERVE SAID PROPERTY, INCLUDING

BLANKET STYLE PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED FOR AND GRANTED OVER ALL LOTS OF THE PROPERTY DEPICTED HEREON (HEREINAFTER "EASEMENT") TO THE CITY OF NAPERVILLE, ILLINOIS, AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR

PROPERTY, AND THEIR SUCCESSORS AND ASSIGNS, AND TO OBTAIN ALL NECESSARY AUTHORIZATIONS AND PERMITS OVER THE PROPERTY, EXCEPTING THEREFROM ANY BUILDINGS (OTHER THAN UTILITY METERS ATTACHED THERETO) ORIGINALLY PLANNED AND/OR CONSTRUCTED WITH THE DEVELOPMENT AS SHOWN HEREON, FOR THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING BUT NOT LIMITED TO THE REPAIR, RECONSTRUCT, MAINTAIN, REPLACE, REMOVE, TEST, REPAIR, MAINTAIN AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNA TELEVISION SYSTEMS, WATER, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL ACCESSORIES, APPURTENANCES, AND STRUCTURES, AND ANY AND ALL OTHER STRUCTURES AND APPURTENANCES, AS MAY BE DEEMED NECESSARY

THE RIGHT IS ALSO GRANTED TO THE CITY AND ITS AGENTS TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE REASONABLE USE OF SAID EASEMENT, NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR STORAGE OF SHOPS, TOOLS, AND VEHICLES. THE RIGHT OF ACCESS ACROSS THE GRANTOR'S PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

ALL CONSTRUCTION OR OTHER WORK PERFORMED BY ANY PERSON OR ENTITY IN CONNECTION WITH THE AFORESAID USES OR RIGHTS SHALL BE IN ACCORDANCE WITH THE VARIOUS REQUIREMENTS OF THE ORDINANCES, CODES, AND REGULATIONS OF THE CITY OF LAWRENCE AND ALL OTHER APPLICABLE LAWS.

STORMWATER MANAGEMENT EASEMENT AND COVENANT PROVISIONS

A. PERPETUAL PUBLIC STORMWATER AND DRAINAGE EASEMENT IS HEREBY GRANTED TO THE CITY OF LAWRENCE, ITS AGENTS, SUCCESSORS AND ASSIGNS, OR ANY OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES, TO CONVEY, MAINTAIN, REPAIR, RECONSTRUCT, IMPROVE, AND OPERATE STORMWATER MANAGEMENT EASEMENT" (S.M.E.) ON THE PLAT FOR THE PURPOSES OF:

1. SURVEYING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, IMPROVING, MAINTAINING, OPERATING, AND MAINTAINING STORMWATER FACILITIES, AND/OR DRAINAGE FACILITIES AND SLOPES CONSISTENT WITH THE INTENDED DESIGN OF THE STORMWATER FACILITIES;

2. ENTERING ONTO THE S.M.E. AND, AS REASONABLY NECESSARY, ANY ADJACENT LOT, TO PERFORM THE WORK SPECIFIED IN PARAGRAPH 1 TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY PERSONNEL AND EQUIPMENT TO ANY OF THE REQUIRED WORK;

3. CUTTING DOWN, TRIMMING, OR REMOVING TREES, SHRUBS, PLANTS, WILDS, MALCH, LANDSCAPING MATERIALS, AND OTHER MATERIALS ON THE S.M.E. OR ADJACENT LOT, AND THE S.M.E. WHICH INTERFERES WITH THE OPERATION OF THE STORMWATER FACILITIES;

NO PERMANENT BUILDINGS MAY BE CONSTRUCTED IN THE S.M.E., BUT THE S.M.E. MAY BE USED FOR OTHER PURPOSES, SPECIFICALLY INCLUDING A SHARED USE PATH, THAT DO NOT INTERFERE WITH THE OPERATION OF THE STORMWATER FACILITIES. THE S.M.E. MAY IN ANY WAY AFFECT OR IMPEDIE THE STORAGE OR FREE FLOW OF STORMWATER ON AND OFF THE S.M.E.

UNTIL SUCH TIME AS SAID AREAS ARE CONVEYED TO THE HOMEOWNERS' ASSOCIATION, THE CITY ENGINEER SHALL HAVE THE RIGHT TO INSPECT AND SUPERVISE THE CONSTRUCTION AND OBLIGATION TO PERFORM OR HAVE PERFORMED ALL MAINTENANCE OF THE STORMWATER FACILITIES. THE CITY ENGINEER SHALL HAVE THE RIGHT TO REVIEW AND AS HYDRAULICALLY AND HYDROLOGICALLY PLANNED IN ACCORDANCE WITH ALL APPLICABLE STATUTES, ORDINANCES, AND RULES AND REGULATIONS.

NEITHER THE OWNER NOR THE HOMEOWNERS' ASSOCIATION, OR ANY OF THEIR AGENTS, OR CONTROLS SHALL BE RESPONSIBLE FOR THE DESIGN OF THE FACILITIES OR SLOPES WITH THE SAME WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER OF THE CITY OF WASHINGTON. NO GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES.

IF EITHER THE OWNER OR THE HOMEOWNERS' ASSOCIATION FAILS TO MAINTAIN THE FACILITIES IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS, THE CITY ENGINEER OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION THE SAME, SHALL HAVE THE RIGHT TO TAKE ANY AND ALL NECESSARY ACTION TO MAINTAIN THE FACILITIES, INCLUDING REPAIR, CONSTRUCTION, OR RECONSTRUCTION NECESSARY TO MAINTAIN STORMWATER STORAGE OR FLOW ON SAID SLOTS.

THE INDIVIDUAL OWNER(S) OF THE LOTS CREATED BY THE FINAL PLAN OF SUBDIVISION, OR ANY OF THEIR AGENTS OR SUCCESSORS IN INTEREST, SHALL BE RESPONSIBLE FOR THE DESIGN AND SEVERALLY LIABLE FOR ALL COSTS INCURRED BY THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OF THE FACILITIES OR SLOPES WITH THE SAME FOR ANY ABOVE REPAIRED WORK, PLUS AN ADDITIONAL TEN (10%) PERCENT AND ANY REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY THE CITY OR OTHER GOVERNMENTAL ENTITY CONNECTED WITH THE COLLECTION OF SUCH COSTS. THE ACTUAL COSTS OF THE CITY, OR ANY OTHER GOVERNMENTAL ENTITY, INCURRED IN THE MAINTENANCE OF THE FACILITIES OF THE INDIVIDUAL LOTS, WHICH MAY BE FORCECLOSED BY AN ACTION BROUGHT IN THE COURT OF THE CITY OF WASHINGTON, BY JURISDICTION BY OR BEHALF OF THE CITY OR SUCH OTHER GOVERNMENTAL ENTITY.

PUBLIC ACCESS EASEMENT

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR PEDESTRIANS AND NON-MOTORIZED VEHICLES (EXCEPT FOR MOTORIZED CHAIRS USED BY DISABLED PERSONS) IS HEREBY RESERVED FOR AND GRANTED TO THE PUBLIC THROUGH THE MULTIPHURPOSE TRAIL. THE MULTIPHURPOSE TRAIL, CONSTRUCTED WITHIN ALL OF THE AREAS OF THE MULTIPHURPOSE TRAIL, SHALL BE A MINIMUM OF SIX FEET WIDE. THE EASEMENT SHALL BE 8 FEET IN WIDTH MEASURED EIGHT FEET ON EACH SIDE OF THE CENTERLINE OF THE MULTIPHURPOSE TRAIL. WHEN CONSTRUCTED, HOWEVER NO MORE THAN SIX FEET WIDE, OR EXISTING, THE EASEMENT SHALL BE PROPERLY DESIGNATED AS AN OUTLOT AS SHOWN HEREON AND ON WHICH THE MULTIPHURPOSE TRAIL IS CONSTRUCTED. THE EASEMENT IS SUBJECT TO (1) THE RULES AND REGULATIONS FOR THE USE OF THE EASEMENT AS SET FORTH IN THE SANITARY SEWER USE AGREEMENT, AND (2) THE HOMEOWNERS' ASSOCIATION, WHICH MAY BE AMENDED FROM TIME TO TIME BY THE HOMEOWNERS' ASSOCIATION SUBJECT TO THE PROVISIONS OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR NAPER COMMONS WHICH MAY BE AMENDED FROM TIME TO TIME BY THE HOMEOWNERS' ASSOCIATION. THE EASEMENT SHALL BE AMENDED FROM TIME TO TIME AS PROVIDED THEREIN.

SANITARY SEWER PROVISIONS

A NON EXCLUSIVE PERMANENT EASEMENT IS HEREBY RESERVED TO AND GRANTED TO THE COUNTY OF DU PAGE, AND ITS ASSIGNS, AND SUCCESSORS, FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, OR PUBLIC UTILITY EASEMENT, TO INSTALL, LAID, CONSTRUCT, REPAIR, OPERATE, MAINTAIN, REPLACE, AND/OR REMOVE, FROM EXISTING OR FUTURE SANITARY SEWERS AND RELATED APPURTENANCES AND FACILITIES USED IN CONNECTION WITH THE CONSTRUCTION AND DISTRIBUTION OF THE SANITARY SEWER UNDER, ACROSS, ALONG AND, OR, UPON SAID EASEMENT AREAS, TOGETHER WITH THE RIGHT OF ACCESS TO AND FROM SAID AREAS.

granted by this instrument include the authority to remove trees, bushes and roots as may be reasonably required incident to the construction and maintenance of the sewer and/or sanitary sewer lines and to enter upon the subdivided property for all of these purposes. NO OBSTRUCTIONS OR IMPROVEMENTS OF ANY TYPE SHALL BE PLACED OVER GRANTEE'S SANITARY SEWER MAINS, APPURTENANCES OR FACILITIES OR IN, UPON OR OVER SUCH EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEE. GRANTEE SHALL SUCH OBSTRUCTIONS OR IMPROVEMENTS BE LOCATED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE OF THE GRANTEE'S SANITARY SEWER MAINS, APPURTENANCES, FACILITIES AND/OR EASEMENTS.

PREPARED BY:



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DISC NO.: 402138 FILE NAME: SUBPLAT 2
DRAWN BY: AJB FLD. BK. / PG. NO.: D42
COMPLETION DATE: 04-29-21 JOB NO.: 402138
REVISED 06-17-21/AJB PER CITY COMMENTS DATED 05-26-
REVISED 06-29-21/AJB UPDATED STREET NAMES

REVISD 07-09-21\AJB PER CITY COMMENTS DATED 07-07-
REVISD 07-13-21\AJB REVISED STREET NAMES