

**PROPERTY ADDRESS:
24W255 Hobson Road
Naperville, IL 60540**

**P.I.N.
08-28-200-018**

**RETURN TO:
CITY Clerk
Post Office Box 3020
Naperville, IL 60566-7020**

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is entered into this ____ day of _____, 20____, between the CITY OF NAPERVILLE, an Illinois municipal corporation, with offices at 400 South Eagle Street, Naperville, Illinois 60540, (hereinafter referred to as the “CITY”) and Harter Investment Strategies, LLC (hereinafter referred to “OWNER and DEVELOPER”) with address of 1400 Shore Road, Naperville, IL 60563.

RECITALS

WHEREAS, the OWNER is the owner of record of all of the real property described in **EXHIBIT “A”**, attached hereto and incorporated herein by reference, which property is contiguous to the CITY and not within the corporate limits of any municipality (hereinafter referred to as the “SUBJECT PROPERTY”); and

WHEREAS, the OWNER has signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk, for all of the territory described in **EXHIBIT “A”**, which territory is situated in the unincorporated area of the County of DuPage, Illinois, and is presently contiguous to the CITY; and

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

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

WHEREAS, the OWNER and DEVELOPER propose that the SUBJECT PROPERTY be developed pursuant to the zoning classification(s) specified in the CITY'S Zoning Ordinance, the General Conditions and attached Special Conditions, incorporated herein by reference, which together constitute the terms and conditions of this Agreement; and

WHEREAS, in addition to the matters specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the E2 Medium Density Estate District of the CITY'S Zoning Ordinance and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents and 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, in reliance upon the continued effectiveness of the CITY'S existing ordinances, codes and regulations for the period specified in this Agreement, the CITY and the OWNER and DEVELOPER are willing to undertake certain obligations as set forth in this Agreement and have materially changed their positions in reliance upon the undertakings provided herein; and

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

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

**GENERAL CONDITIONS FOR
THE ANNEXATION OF THE SUBJECT PROPERTY**

G1.0 RECITALS.

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

G2.0 ANNEXATION AND ZONING.

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

G2.2 In the event all fees are not paid or all documents are not received by the City from OWNER and DEVELOPER within one (1) year of the date of this Agreement, this Agreement shall be null and void and all rights and obligations hereunder shall then terminate.

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

G3.0 ANNEXATION AND PERMIT FEES.

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

G4.0 PARK DISTRICT ANNEXATION.

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

G5.0 TRANSPORTATION IMPACT FEES – INTENTIONALLY OMITTED.

G6.0 SIDEWALKS AND OTHER TRANSPORTATION RELATED PUBLIC IMPROVEMENTS.

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

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

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

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

G7.0 UTILITY LINES AND EASEMENTS.

G7.1 The OWNER and DEVELOPER shall grant to the CITY, at no cost to the CITY, any easements within the SUBJECT PROPERTY which the CITY may determine are necessary for the purposes of constructing, installing, replacing and maintaining sanitary sewers, water mains, electric service facilities, and other utilities necessary or incidental to service the SUBJECT PROPERTY, as shown on the Preliminary/Final Plat of Subdivision which is attached hereto.

G7.2 The CITY shall allow the OWNER and DEVELOPER to use appropriate easements obtained by the CITY from other parties for the purpose of providing sanitary sewers, water mains and other utilities to service the SUBJECT PROPERTY.

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

G8.1 The OWNER and DEVELOPER shall be solely responsible for the cost and expense incurred to extend the CITY's water distribution system and sanitary sewer

collection system to the SUBJECT PROPERTY. Payment shall be due at the time a building permit is issued if the CITY constructs and installs the proposed extension or any portion thereof.

G8.2 Prior to the construction of any such extension, and upon the written request of the OWNER and DEVELOPER, the CITY shall enter into a cost recapture agreement, in a form acceptable to the City Attorney, which shall be recorded against title for the properties reasonably expected to benefit from the extension of the water distribution system and sanitary sewer collection system.

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

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

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

G9.0 WASTEWATER TREATMENT PLANT CAPACITY.

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

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

G10.0 UTILITY OVERSIZING.

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

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

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

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

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

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

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

G11.3 All real estate taxes payable on the annexed parcel under the statutory provisions of 70 ILCS 705/20 shall be the responsibility of the OWNER and DEVELOPER and not the City. Proof of payment of said taxes for the time period specified in the statute shall be required prior to the City's execution of the annexation agreement.

G12.0 ELECTRICAL UTILITY SERVICE.

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

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

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

G13.0 REFUSE AND WEED CONTROL.

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

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

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

G14.0 CHANGES TO ORDINANCES AND REGULATIONS.

G14.1 Except as provided in Subsections G14.1.1, G14.1.2, and G14.1.3 of this Section, if, during the first (2) years of the term of this Agreement, the provisions of the Naperville Municipal Code as it relates to the SUBJECT PROPERTY are amended or modified to impose more stringent requirements for the zoning, subdivision, or construction of the site development improvements for the SUBJECT PROPERTY, such amendments or modifications shall not be effective as applied to the SUBJECT PROPERTY, unless such amendments are agreed to by the parties *or* such amendments are adopted to protect the health or safety of the CITY's residents.

G14.1.1 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.

G14.1.2 Any CITY ordinances establishing the payment of subdivision, or development fees, or any taxes, dedication requirements, or reimbursement for costs which may be applicable to the SUBJECT PROPERTY shall be exempt from the provisions of subsection G14.

G14.1.3 Any CITY Building, Fire, or Life Safety Codes or ordinances or regulations approved after the date of this Agreement shall be exempt from the provisions of G14.

G14.2 If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of any improvements, buildings, appurtenances, or any other development of any kind or character upon the SUBJECT PROPERTY, other than those upon which site plan approval may be based, are amended or modified to impose less restrictive requirements on development or construction upon properties situated within the CITY'S boundaries, then the benefit of such less restrictive requirements shall inure to the benefit of the OWNER and DEVELOPER, and anything to the contrary contained herein notwithstanding, the OWNER and DEVELOPER may proceed with development or construction upon the SUBJECT PROPERTY pursuant to the less restrictive amendment or modification applicable generally to all properties within the CITY.

G15.0 EXISTING STRUCTURES.

G.15.1 At the time this Agreement is fully executed by the parties hereto, where there are any structures on the SUBJECT PROPERTY:

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

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

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

G16.0 EFFECT OF THIS AGREEMENT.

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

G17.0 NO DISCONNECTION OR DEANNEXATION.

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

G18.0 MODIFICATIONS TO THIS AGREEMENT.

G18.1 If the OWNER and DEVELOPER wish to modify this Agreement, the CITY shall hold the necessary public hearings.

G18.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request of the OWNER and DEVELOPER.

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

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

G19.0 BINDING EFFECT AND TERM.

G19.1 The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY and shall be binding upon and inure to the benefit of the parties hereto, grantees, successors in interest, assignees, heirs, executors, or lessees, and upon any successor CITY officials and successor municipalities for a period of ten (10) years from the date of execution of this Agreement.

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

G19.3 If the SUBJECT PROPERTY is not annexed to the CITY within 365 days after this Agreement is executed by the parties, this Agreement shall become null and void without any further action by the CITY.

G20.0 CONTINUING RESPONSIBILITY.

G20.1 If the OWNER or DEVELOPER sells or conveys all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNER's or DEVELOPER's obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the OWNER or DEVELOPER shall be released from such obligations, provided the conditions of subsection G20.2 of this Agreement have been met.

G20.2 No sale or conveyance shall be effective to release either the OWNER or DEVELOPER from the obligations imposed by this Agreement until the purchaser or grantee has posted good and sufficient surety, as determined by the CITY, to secure the performance of all of the OWNER's and DEVELOPER's obligations contained in this Agreement as required by CITY ordinance, policy, or regulation.

G21.0 SEVERABILITY.

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

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

G22.0 NOTICES.

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

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

G23.0 GOVERNING LAW AND VENUE.

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

G24.0 FORCE MAJEURE.

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

G24.2 Provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be "beyond OWNER's or DEVELOPER's control" if committed, omitted or caused by OWNER or DEVELOPER, OWNER's or DEVELOPER's employees, officers or agents or a subsidiary, affiliate or parent of OWNER or DEVELOPER or by any corporation or other business entity that holds a controlling interest in OWNER or DEVELOPER, whether held directly or indirectly.

G25.0 ENFORCEABILITY.

G25.1 This Agreement shall be enforceable by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement.

G26.0 CHALLENGE TO ANNEXATION

G26.1 If the annexation of the SUBJECT PROPERTY, or any provision contained in this Agreement, is challenged in any court of legal jurisdiction, the parties to this Agreement agree to cooperate to defend the validity of this annexation. OWNER and DEVELOPER agree to hold the CITY harmless and to reimburse the CITY for any and all expenses incurred by the CITY for said defense including reimbursement for any services of outside legal counsel. If the annexation of the SUBJECT PROPERTY is challenged and is held to be invalid: (a) any real estate taxes which have been paid to the CITY shall not be rebated to the OWNER and DEVELOPER, or its successors and assigns; and (b) the CITY shall enter into a separate written service agreement with the OWNER and DEVELOPER, or its successor and assigns, so as to provide utility service to the SUBJECT PROPERTY in accordance with the general terms of this Agreement to the extent permitted by law.

G27.0 TIMING OF GRANTS OF PROPERTY INTERESTS.

G27.1 When any dedication of right-of-way, grant of easement, or other dedication or grant of property interests to the CITY is provided for in this Agreement, said dedication or grant shall occur prior to, or simultaneously with, the recording of any final plat of subdivision or issuance of any permit, whichever occurs first.

G28.0 NON-WAIVER OF RIGHTS

G28.1 No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact 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 AMBIGUITIES

G30.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

G31.0 ENTIRE AGREEMENT

G31.1 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.

G32.0 AUTHORIZATIONS

G32.1 The OWNER and DEVELOPER'S authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the OWNER and DEVELOPER to execute this Agreement on its behalf. The City Manager and City Clerk warrant that they have been lawfully authorized to execute this Agreement. The OWNER and DEVELOPER shall deliver to the CITY within ten (10) days of the 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.

G33.0 INCORPORATION OF EXHIBITS

G33.1 Any exhibit referenced or attached hereto shall be deemed incorporated herein and made part hereof.

**SPECIAL CONDITIONS FOR THE ANNEXATION OF
SUBJECT PROPERTY**

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

S1.0 ANNEXATION AND ZONING.

S1.1 The Zoning Classification for the SUBJECT PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall be E2 Medium Density Estate District.

S1.2 A plat of annexation prepared by Intec Consultants, Inc., dated March 9, 2012, last revised September 10, 2012, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT "B"**.

S2.0 ANNEXATION AND PERMIT FEES.

S2.1 The Annexation Fee calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code for the SUBJECT PROPERTY is \$500.00. The Annexation Fee has been paid.

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

S3.1 OWNER and DEVELOPER shall pay any and all existing Utility Rebates, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified as follows:

None.

S4.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.

IF TO THE CITY:

CITY Clerk, CITY of Naperville
400 South Eagle Street
Naperville, Illinois 60540

IF TO THE OWNER OR DEVELOPER:

Harter Investment Strategies
1400 Shore Road
Naperville, IL60563

WITH COPIES TO:

John P. Martin
Huck Bouma PC
1755 S. Naperville Road, Suite 200
Wheaton, IL 60189

S5.0 EMERGENCY ACCESS.

S5.1 The provisions of Section G15.1.2 notwithstanding, the OWNER and DEVELOPER shall be obligated to provide only one (1) point of access for emergency vehicles through the course of construction.

S6.0 PLAT APPROVAL.

S6.1 In lieu of the provisions of the CITY's ordinances and in order to accomplish the reclassification of the SUBJECT PROPERTY as shown on the Preliminary/Final Plat, marked as EXHIBIT "C" the CITY approves such exhibit and the same shall constitute and satisfy all of the requirements for the Preliminary/Final Plat for the SUBJECT PROPERTY as defined in the ordinances of the CITY. Such preliminary/final approval shall be valid for a period of two (2) years from the date of execution of the Agreement.

S7.0 SCHOOL AND PARK DONATIONS.

S7.1 As the SUBJECT PROPERTY contained a single family residence which was recently demolished, and no additional lots or residences will be created by the redevelopment of this lot, no school and park donations will be required for the SUBJECT PROPERTY.

S8.0 TREE PRESERVATION PLAN.

S8.1 The trees on the SUBJECT PROPERTY shall be preserved according to the Tree Preservation Plan attached hereto as EXHIBIT "D", unless a tree removal permit is given by the CITY'S Forester and shall comply with all provisions of the CITY'S Landscape Screening and Tree Preservation provisions.

S9.0 SIDEWALKS.

S9.1 The provisions of Section G6.0 notwithstanding, the OWNER and DEVELOPER shall, have no obligation to construct a sidewalk along the entire frontage of Shamrock Court in accordance with the Comprehensive Sidewalk Policy.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

CITY OF NAPERVILLE

By: _____

A. George Pradel
Mayor

State of Illinois)
County of DuPage)

Attest

By: _____

Pam LaFeber, Ph.D
City Clerk

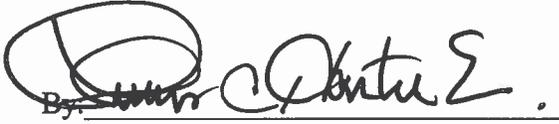
The foregoing instrument was acknowledged before me by A. George Pradel, Mayor, and Pam LaFeber, Ph.D City Clerk, this _____ day of _____, 20____.

Notary Public

-seal-

OWNER AND DEVELOPER

Harter Investment Strategies
1400 Shore Road
Naperville, IL 60563



By: _____
[name]
[title]



State of Illinois)

County of DuPage)

The foregoing instrument was acknowledged before me by Thomas C. Harter, Sr.,
_____ and _____, this
20th day of September, 2012.





Notary Public

LEGAL DESCRIPTION

THAT PART OF LOT 2 OF HILL'S ASSESSMENT PLAT OF TRACT 7 IN HINTERLONG'S ASSESSMENT PLAT OF PART OF SECTIONS 21, 22 AND 28, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HILL'S ASSESSMENT PLAT RECORDED MARCH 25, 1963 AS DOCUMENT R63-8760, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 2, 355.34 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY LINE 409.31 FEET TO THE SOUTHERLY LINE OF HOBSON ROAD AS NOW PLATTED AND RECORDED; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF HOBSON ROAD AS NOW PLATTED AND RECORDED 277.37 FEET (REC) 277.25 FEET (MEAS) TO THE WESTERLY LINE OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2, 392.51 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE MAKING AN ANGLE 93 DEGREES 48 MINUTES 18 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 276.19 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PIN: 08-28-200-018

ADDRESS: 24W255 Hobson Road
Naperville, IL 60540

PLAT OF ANNEXATION

PART OF SECTIONS 21, 22 AND 28, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

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



SCALE: 1" = 30'
BASIS OF BEARING - ASSUMED
GRAPHIC SCALE
0 15 30 60
(IN FEET)
1 inch = 30 ft.

LEGAL DESCRIPTION

THAT PART OF LOT 2 OF HELL'S ASSESSMENT PLAT OF TRACT 7 IN HINTERLONG'S ASSESSMENT PLAT OF PART OF SECTIONS 21, 22 AND 28, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HELL'S ASSESSMENT PLAT RECORDED MARCH 28, 1983 AS DOCUMENT #83-280, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 2, 36.24 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID EAST LINE 164.31 FEET TO THE SOUTHERLY LINE OF HOBSON ROAD AS NOW PLATED AND RECORDED; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF HOBSON ROAD 277.37 FEET TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2, 36.24 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE HAVING AN ANGLE OF 62 DEGREES 48 MINUTES 18 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 276.18 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

ALONG WITH THAT PORTION OF HOBSON ROAD DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF HOBSON ROAD WITH THE EAST LINE OF SAID LOT 2 OF HELL'S ASSESSMENT PLAT; THENCE NORTH 02° 12' 48" WEST ALONG THE NORTHERLY EXTENSION OF THE SAID EAST LINE OF LOT 2 OF HELL'S ASSESSMENT PLAT, 103.81 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID HOBSON ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF HOBSON ROAD, ALSO BEING ALONG A CURVE NON-FANSHED TO THE LAST DESCRIBED COURSE, BEING CONVEX TO THE SOUTH, HAVING A RADIUS OF 6778 FEET AND ARC LENGTH OF 298.18 FEET, A CHORD OF 298.18 FEET AND A CHORD BEARING OF SOUTH 88° 17' 12" WEST TO A POINT OF TANGENCY; THENCE SOUTH 78° 44' 32" WEST CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF HOBSON ROAD, 8.11 FEET TO A POINT WHICH IS THE INTERSECTION OF SAID NORTH RIGHT OF WAY LINE OF HOBSON ROAD WITH THE NORTHERLY EXTENSION OF SAID WEST LINE OF LOT 2 IN HELL'S ASSESSMENT PLAT; THENCE SOUTH 02° 12' 48" EAST ALONG SAID NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN HELL'S ASSESSMENT PLAT, 164.31 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID HOBSON ROAD; THENCE NORTH 78° 44' 32" EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF HOBSON ROAD, 22.61 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF HOBSON ROAD, ALSO BEING A CURVE CONVEX TO THE SOUTH, HAVING A RADIUS OF 6809 FEET, AN ARC LENGTH OF 254.80 FEET, A CHORD OF 254.78 FEET AND A CHORD BEARING OF NORTH 87° 58' 02" EAST, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPAGE
I, MARK B. STBAC, ILLINOIS PROFESSIONAL LAND SURVEYOR #08-2887, HEREBY STATE THAT I HAVE PREPARED THE ANNEXED PLAT FOR THE PURPOSES OF ANNEXATION.
DATED THIS _____ DAY OF _____, A.D. 2012.
BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2587
MY LICENSE EXPIRES/RENEWS 11-30-12

NOTE: THERE ARE NOT ANY ELECTIONS THAT RESIDE ON THE PROPERTY ANNEXED HEREBY.

OWNER INFORMATION

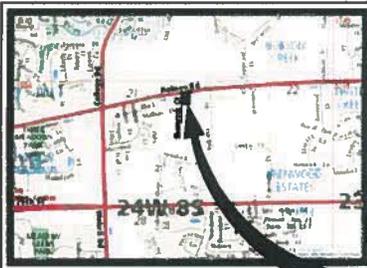
TOM HARTER, SR.
1134 KINZIE COURT
NAPERVILLE, ILLINOIS
PHONE NO.: (630) 276-0514
E-MAIL: THARTERSR@MCFRODG.COM

CITY OF NAPERVILLE PROJECT NUMBER: 12-140

INTECH CONSULTANTS, INC.
ENGINEERS / SURVEYORS
1809 UNIVERSITY LANE, SUITE 100
Lisle, IL 60532
TEL: (630) 964-6656 FAX: (630) 964-5052
E-MAIL: CAD@INTECHCONSULTANTS.COM
ILLINOIS REGISTRATION NO. 184-001940

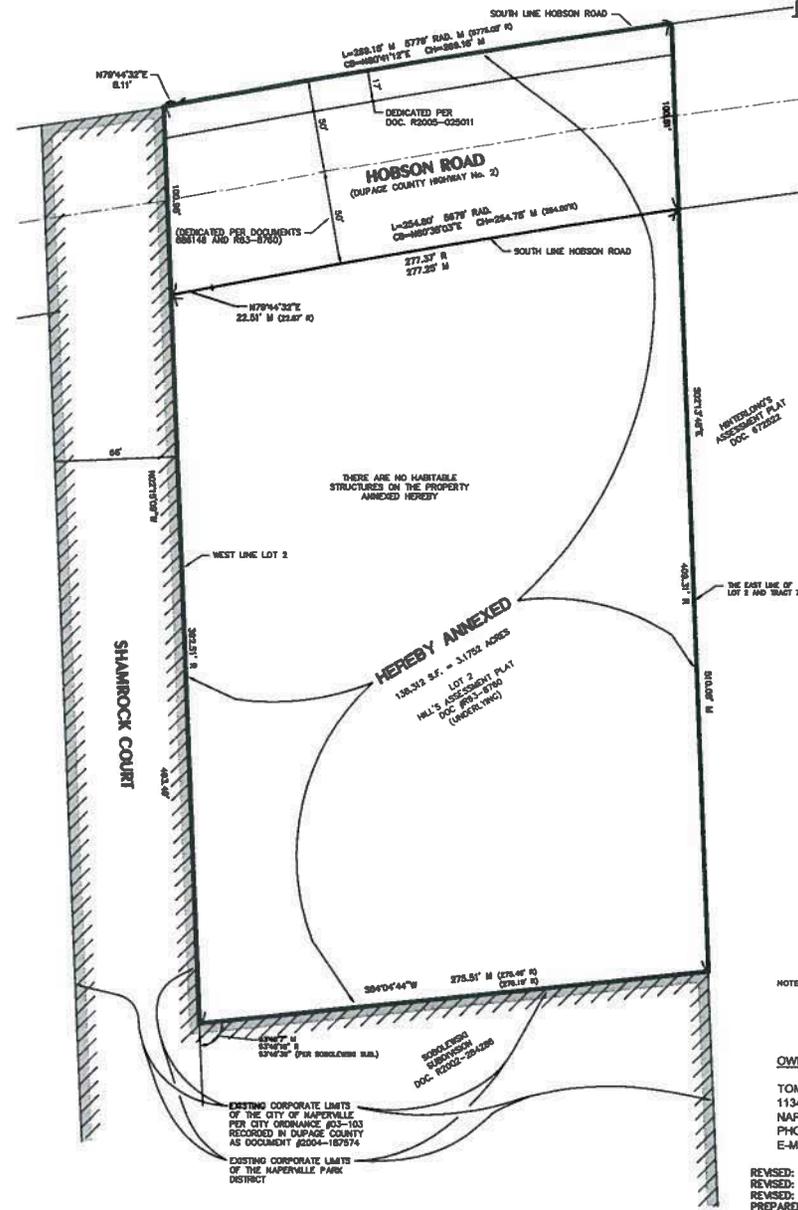
REVISED: 9-10-12 PER CITY REVIEW 9-8-12
REVISED: 8-20-12 PER CITY REVIEW 8-15-12
REVISED: 7-24-12 PER CITY REVIEW 6-28-12
PREPARED: 3-9-12

SHEET No. 1 of 1 JOB No.: 2011-018



LOCATION MAP
NOT TO SCALE

SITE DATA
CURRENT ZONING: R-1 DUPAGE COUNTY
ANNEXED PROPERTY: 138,312 S.F. = 3.1782 AC.



DUPAGE COUNTY RECORDERS CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)
THIS INSTRUMENT WAS FILED FOR RECORD IN THE
RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS,
ON THE _____ DAY OF _____, A.D. 20____,
AT _____ O'CLOCK _____ M., AND WAS RECORDED IN BOOK _____ OF
PLATS ON PAGE _____.

RECORDER OF DEEDS

CITY COUNCIL CERTIFICATE

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

NAPERVILLE PARK DISTRICT CERTIFICATE

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

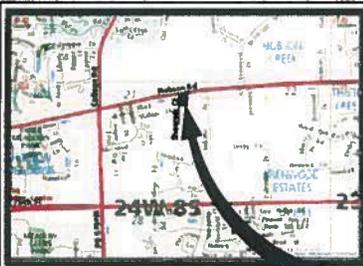
ABBREVIATION TABLE

N = NORTH
S = SOUTH
E = EAST
W = WEST
S.F. = SQUARE FEET
R = RECORD DIMENSION
M = MEASURED DIMENSION

LEGEND

--- BOUNDARY
--- LIMITS OF ANNEXATION
--- EXISTING CORPORATE LIMITS OF THE CITY OF NAPERVILLE
--- EXISTING CORPORATE LIMITS OF THE NAPERVILLE PARK DISTRICT

HARTER SUBDIVISION - PLAT OF ANNEXATION



LOCATION MAP
NOT TO SCALE

SITE DATA
CURRENT ZONING UNINCORPORATED
LOT 1: 110,887 S.F. = 2.5388 AC.

ABBREVIATION TABLE

N = NORTH
S = SOUTH
E = EAST
W = WEST
R.L.M. = RIGHT-OF-WAY
S.F. = SQUARE FEET
P.U. & D.E. = PUBLIC UTILITIES & DRAINAGE EASEMENT

LEGEND

- SUBDIVISION BOUNDARY LINE
- R.O.W. LINE
- PROPERTY LINE
- BUILDING LINE
- - - EASEMENT LINE
- CONCRETE MONUMENT

SURVEYOR'S NOTES:

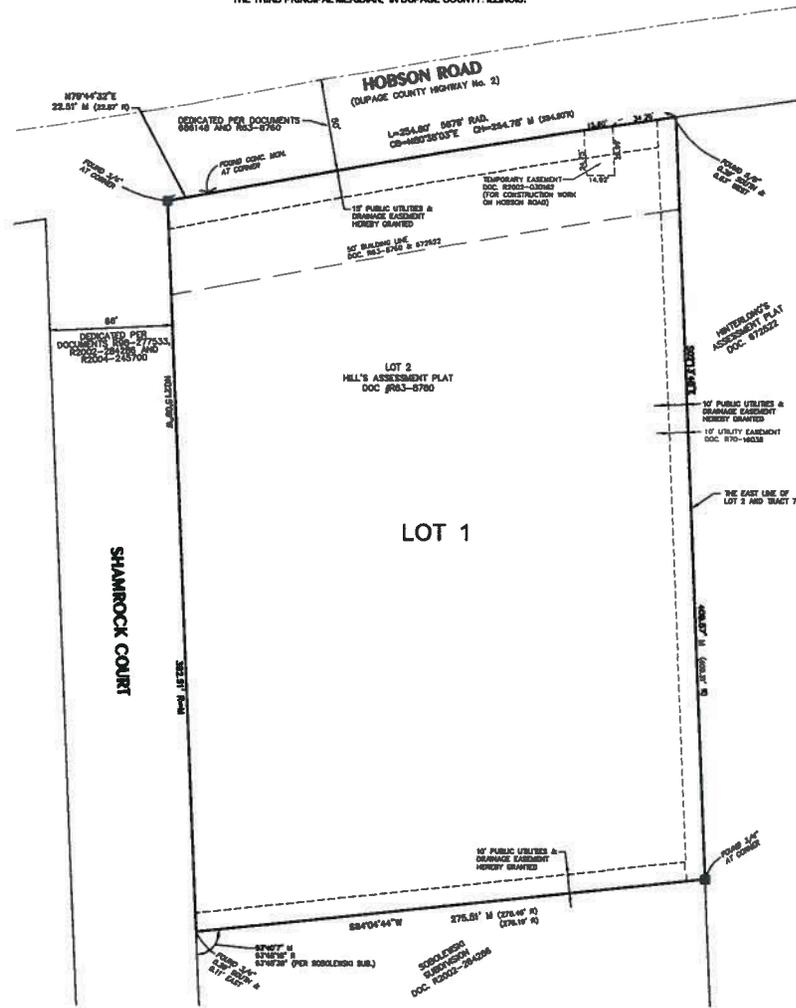
1. 3/4 INCH DIAMETER x 24 INCH IRON PIPES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
2. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
3. ALL EASEMENTS DEPICTED ON THE PLAT MAP ARE HEREBY GRANTED FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES UNLESS OTHERWISE NOTED. REFER TO THE PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS STATEMENT ON SHEET 2 FOR SPECIFIC TERMS AND CONDITIONS.

**PRELIMINARY/FINAL PLAT OF SUBDIVISION
FOR
HARTER SUBDIVISION**

PART OF SECTIONS 21, 22 AND 23, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

THIS PLAT HAS BEEN EXEMPTED FOR RECORDING BY AND RETURN TO:
NAME: HANOVERVILLE CITY CLERK
ADDRESS:
400 S. EAGLE STREET
HANOVERVILLE, ILLINOIS
60540

P.L.N. 08-28-200-018



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
I, MARK S. STAGG, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:
THAT PART OF LOT 2 OF HILL'S ASSESSMENT PLAT OF TRACT 7 IN HANOVERVILLE ASSESSMENT PLAT OF PART OF SECTIONS 21, 22 AND 23, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HILL'S ASSESSMENT PLAT RECORDED MARCH 26, 1983 AS DOCUMENT #683-8780, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 2, 268.34 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY LINE 494.31 FEET TO THE SOUTHERLY LINE OF HOBSON ROAD AS NOW PLATTED AND RECORDED; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF HOBSON ROAD AS NOW PLATTED AND RECORDED 277.25 FEET (RECORDED) 277.25 FEET (MEASURED) TO THE WESTERLY LINE OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2, 268.34 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE MAKING AN ANGLE OF 81.69 DEGREES 48 MINUTES 18 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 275.19 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.
I FURTHER STATE THAT THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE LIMITS OF THE CITY OF HANOVERVILLE, THE CITY OF HANOVERVILLE HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 0/11-13.4 AS HERETOFORE AND HEREAFTER AMENDED.
I FURTHER STATE THAT THE LAND AREA INCLUDED IN THIS SUBDIVISION IS IN ZONE "C" (UNIMPAVED) AS IDENTIFIED BY THE FEDERAL AGENCY MANAGEMENT AGENCY, AS SET FORTH ON THE FLOOD INSURANCE RATE MAP FOR DUPAGE COUNTY, ILLINOIS COMMUNITY PANEL NUMBER 170430080H AND 170430090H EFFECTIVE DATE DECEMBER 18, 2004. ZONE "C" UNIMPAVED IS DEPICTED AS AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD DAMAGE PROTECTION PLAN.
DATED THIS ____ DAY OF _____ A.D. 20__

OWNER:
TOM HARTER, SR.
1134 KINZIE COURT
NAPERVILLE, ILLINOIS
PHONE NO.: (830) 276-0514
E-MAIL: THARTERSR@MICRODGG.COM

ILLINOIS PROFESSIONAL LAND SURVEYOR #053287
LICENSE EXPIRATION/RENEWAL DATE: 11-30-2012

CITY OF HANOVERVILLE PROJECT NUMBER 12-1-80

INTECH CONSULTANTS, INC.
ENGINEERS / SURVEYORS
1809 UNIVERSITY LANE, SUITE D USLE, ILLINOIS
TEL.: (830) 954-9509 FAX: (830) 954-5052
E-MAIL: CAD@INTECHCONSULTANTS.COM
ILLINOIS REGISTRATION No. 184-001040

REVISED: 8-20-12 PER CITY REVIEW 8-15-12
REVISED: 7-24-12 PER CITY REVIEW 6-28-12
PREPARED: 3-9-12

SHEET No. 1 of 2 JOB No.: 2011-018

**PRELIMINARY/FINAL PLAT OF SUBDIVISION
FOR
HARTER SUBDIVISION**

PART OF SECTIONS 21, 22 AND 28, TOWNSHIP 38 NORTH, RANGE 10 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY AND RETURNED TO:
NAME: HAPERVILLE CITY CLERK,
ADDRESS:
400 N. DAVILE STREET
HAPERVILLE, ILLINOIS
60540

P.L.M. 08-28-200-018

OWNER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
THIS IS TO CERTIFY THAT HARTER INVESTMENT STRATEGIES, LLC AN ILLINOIS LIMITED LIABILITY COMPANY IS THE OWNER OF THE LAND DESCRIBED AND SHOWN ON THE ANNEXED PLAT, AND THAT SAID OWNER HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED FOR THE USES AND PURPOSES THEREIN SET FORTH AND HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS _____ DAY OF _____ A.D. 20____

OWNER NAME: HARTER INVESTMENT STRATEGIES LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: _____
THOMAS F. HARTER, BR.

ITR: MANAGER

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY IN THE (PRINT NAME) STATE AFORESAID, DO HEREBY CERTIFY THAT THOMAS F. HARTER, BR. PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SAUCH OWNER APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE ANNEXED PLAT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY AS OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL
 THIS _____ DAY OF _____ A.D. 20____

NOTARY SIGNATURE _____

MORTGAGES CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

A CERTAIN MORTGAGE DATED _____ A.D. 20____ AND RECORDED IN THE RECORDER'S OFFICE OF _____ COUNTY, ILLINOIS ON THE _____ DAY OF _____ A.D. 20____, AS DOCUMENT NO. _____, HEREBY CONSENTS TO AND APPROVES THE SUBMISSION OF THE LAND AND THE GRANTING OF EASEMENTS DEPICTED HEREON.

DATED THIS _____ DAY OF _____ A.D. 20____

MORTGAGEE NAME: _____
BY: _____ ATTEST: _____
TITLE: _____ TITLE: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SAUCH OWNER APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE ANNEXED PLAT AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL
 THIS _____ 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 OATH DEPOSES AND STATES AS FOLLOWS:

1. THAT HARTER INVESTMENT STRATEGIES LLC, AN ILLINOIS LIMITED LIABILITY COMPANY IS THE OWNER OF THE PROPERTY DEARLY DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO THE CITY OF HAPERVILLE 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:

HAPERVILLE COMMUNITY UNIT DISTRICT 200,
200 W. HILLBIE ROAD,
HAPERVILLE, ILLINOIS 60540-4328

OWNER NAME: HARTER INVESTMENT STRATEGIES LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: _____
THOMAS F. HARTER, BR.

ITR: MANAGER

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____ A.D. 20____

NOTARY PUBLIC _____

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

APPROVED BY THE CITY OF HAPERVILLE PLANNING AND ZONING COMMISSION AT A MEETING HELD

THIS _____ DAY OF _____ A.D. 20____

BY: _____ ATTEST: _____
CHAIRMAN SECRETARY

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF HAPERVILLE, ILLINOIS AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE CITY OF HAPERVILLE, INCLUDING, BUT NOT LIMITED TO, ILLINOIS BELL TELEPHONE COMPANY, DSA-AT&T ILLINOIS, NUCOR GAS COMPANY AND THEIR SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREA MAIWD "PUBLIC UTILITIES AND DRAINAGE EASEMENT" OR "P.U. & D.E." ON THE PLAT FOR THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO BURN, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMABLY AIR/STAIR TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND 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 INDICATED EASEMENTS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE GRANTORS PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, BRUBS OR OTHER PLANTS ON THE EASEMENTS THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES, AND PERMANENT BULDOZES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR SPAREPARTS, SPRINKS, 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 HAPERVILLE.

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF HAPERVILLE AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY, OVER THE ENTIRE EASEMENT AREA FOR IMPROVEMENTS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE.

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____ A.D. 20____

SIGNATURE
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
STATE REGISTRATION NUMBER _____
REGISTRATION EXPIRATION DATE _____

OWNER NAME: HARTER INVESTMENT STRATEGIES LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: _____
THOMAS F. HARTER, BR.

ITR: MANAGER

DU PAGE COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ A.M. AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____

RECORDER OF DEEDS _____

CITY TREASURER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, TREASURER FOR THE CITY OF HAPERVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPLICATED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT, DATED AT HAPERVILLE, IL, THIS _____ DAY OF _____ A.D. 20____

CITY TREASURER / DIRECTOR, FINANCE DEPARTMENT _____

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAPERVILLE, ILLINOIS, AT A MEETING HELD

THIS _____ DAY OF _____ A.D. 20____

BY: _____ MAYOR ATTEST: _____ CITY CLERK

LAND SURVEYOR AUTHORIZATION TO RECORD PLAT

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO STATE THAT I, _____, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, BEING THE SAME LAND SURVEYOR WHO PREPARED AND CERTIFIED THE PLAT OF SUBDIVISION HERON DRAWN

TITLED _____ PRINT SURVEYOR NAME

DO HEREBY AUTHORIZE THE CITY OF HAPERVILLE CITY CLERK OR AN EMPLOYEE OF THE CITY CLERK'S OFFICE TO PRESENT SAID PLAT OF SUBDIVISION TO THE COUNTY RECORDER OF DEEDS TO BE RECORDED.

GIVEN UNDER MY HAND AND SEAL
 THIS _____ DAY OF _____ A.D. 20____

SIGNATURE
ILLINOIS PROFESSIONAL LAND SURVEYOR
LICENSE EXPIRATION/RENEWAL DATE: _____

CITY OF HAPERVILLE PROJECT NUMBER 12-1-10

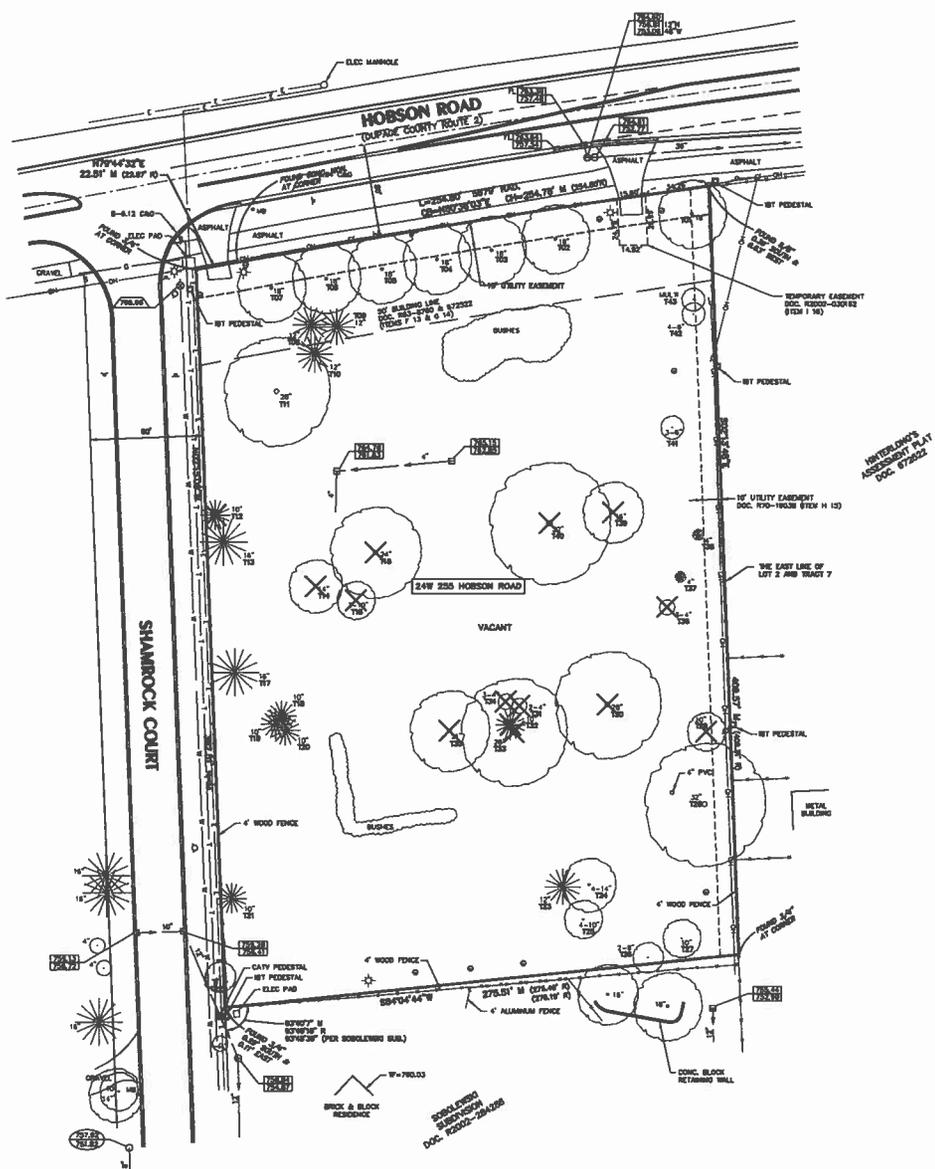
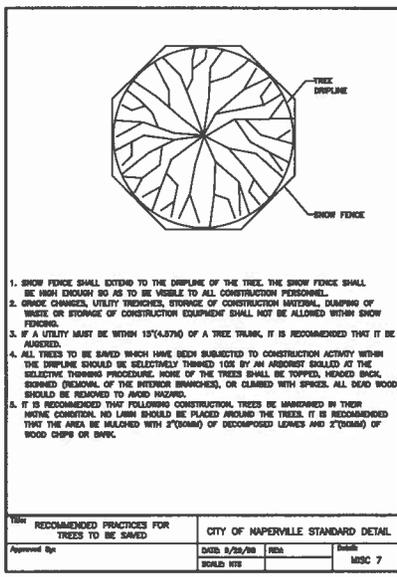
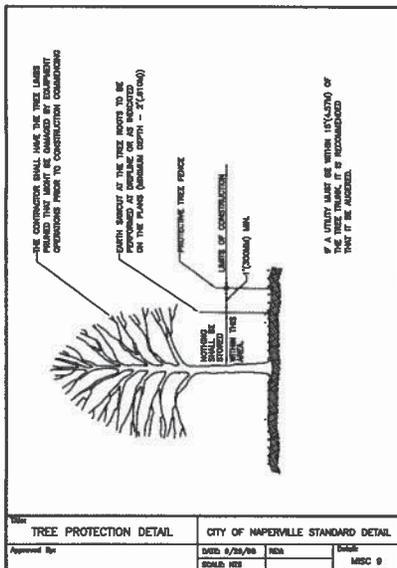
INTECH CONSULTANTS, INC.
ENGINEERS / SURVEYORS
1809 UNIVERSITY LANE, SUITE D URBANA, ILLINOIS
TEL: (309) 854-0089 FAX: (309) 854-0002
E-MAIL: CAD@INTECHCONSULTANTS.COM
ILLINOIS REGISTRATION No. 184-081040

REVISED: 8-20-12 PER CITY REVIEW 8-15-12
REVISED: 7-24-12 PER CITY REVIEW 6-28-12
PREPARED: 3-9-12

SHEET No. 2 of 2 JOB No.: 2011-018

M:\CAD Projects\2011\2011-018\dwg\2011-018 SUB PLAT.dwg, 2ND, 8/22/2012 10:07:44 AM, SJP

HARTER SUBDIVISION - PRELIMINARY/FINAL PLAT OF SUBDIVISION



HARTER TREE SURVEY

8/24/11

Tree #	Species	Height	DBH	Condition	Remarks
101	18' Norway Maple	Acer platanoides		good condition	
102	18' Norway Maple	Acer platanoides		good condition	
103	18' Norway Maple	Acer platanoides		good condition	
104	18' Norway Maple	Acer platanoides		good condition	
105	18' Norway Maple	Acer platanoides		good condition	
106	18' Norway Maple	Acer platanoides		good condition	
107	18' Norway Maple	Acer platanoides		good condition	
108	12' White Spruce	Picea glauca		good condition	
109	12' White Spruce	Picea glauca		good condition	
110	12' White Spruce	Picea glauca		good condition	
111	28' Fir/Red	Quercus palustris		good condition	
112	10' White Spruce	Picea glauca		dead	X
113	18' Norway Maple	Acer platanoides		good condition	
114	14' Catalpa	Melios ir		poor condition	X
115	24' Honey Locust (Thornless)	Gleditsia triacanthos inermis		good condition	X
116	3-10' Catalpa	Melios ir		poor condition	X
117	16' Catalpa (Black) Spruce	Picea pungens		poor condition	X
118	10' Eastern Red Cedar	Juniperus virginiana		good condition	
119	10' Eastern Red Cedar	Juniperus virginiana		good condition	
120	10' Eastern Red Cedar	Juniperus virginiana		good condition	
121	10' Norway Spruce	Picea canadensis		good condition	
122	8' Black Cherry	Prunus serotina		poor condition	X
123	12' Redish Pine	Pinus sylvestris		good condition	
124	4-10' River Birch	Betula nigra		good condition	
125	4-10' River Birch	Betula nigra		poor condition	X
126	3-4' Catalpa	Melios ir		poor condition	X
127	10' Catalpa	Melios ir		poor condition	X
128	30' American Elm	Ulmus americana		poor condition	X
129	10' Catalpa	Melios ir		dead	X
130	28' Honey Locust (Thornless)	Gleditsia triacanthos inermis		good condition	X
131	2-4' Flowering Dogwood	Cornus florida		good condition	X
132	10' Black Pine	Pinus sylvestris		good condition	X
133	28' Honey Locust (Thornless)	Gleditsia triacanthos inermis		good condition	X
134	3-4' Hawthorn	Crataegus sp.		good condition	X
135	2-4' Fir/Red	Quercus palustris		good condition	X
136	3-4' Eastern Red Cedar	Juniperus virginiana		good condition	X
137	4' White Pine	Pinus strobus		good condition	X
138	4' White Pine	Pinus strobus		good condition	X
139	10' Catalpa	Melios ir		poor condition	X
140	30' Honey Locust (Thornless)	Gleditsia triacanthos inermis		good condition	X
141	3-4' Paper (White) Birch	Betula papyrifera		good condition	X
142	4-4' Hawthorn	Crataegus sp.		good condition	X
143	multi-stemmed Pine (post-stem)	Pinus sylvestris		poor condition	X

INTECH CONSULTANTS, INC. 1888 UNIVERSITY LANE, SUITE D NAPERVILLE, ILLINOIS 60563-1100
ENGINEERS SURVEYORS
 TOM HARTER, SR 1134 KINZIE COURT NAPERVILLE, ILLINOIS 60563-1100
 HARTER
 TREE PRESERVATION PLAN
 SCALE: 1" = 30'
 DATE: 4-25-12
 SHEET: 1 OF 1
 PROJECT: NLS
 REVIEW SET NOT FOR CONSTRUCTION

Exhibit D