

PROPERTY ADDRESS:

**5S425 Wright Street
Naperville, IL 60563**

P.I.N.

08-07-400-002-0000

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 Siena Construction, Inc. (hereinafter referred to as “OWNER and DEVELOPER”) with an address of 409 Bayberry Lane, Naperville, IL 60563.

RECITALS

WHEREAS, the OWNER and DEVELOPER 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 and DEVELOPER 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 R1A Low Density Single Family Residence 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 Section S6.0 of this Agreement.

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

G16.0 EFFECT OF THIS AGREEMENT.

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

G17.0 NO DISCONNECTION OR DEANNEXATION.

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

G18.0 MODIFICATIONS TO THIS AGREEMENT.

G18.1 If the OWNER and DEVELOPER 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 R1A Low Density Single Family Residence District.

S1.2 A plat of annexation prepared by Ridgeline Consultants LLC, last revised July 24, 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:

Recapture Fees

Reimbursement for Wright Street water main improvements at 100 feet x \$30.00: \$3,000.00

Due: Prior to Recording the Annexation Agreement.

S4.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.

IF TO THE CITY:

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

IF TO THE OWNER OR DEVELOPER:

Siena Construction, Inc.
409 Bayberry Lane
Naperville, IL 60563

WITH COPIES TO:

Kuhn Heap & Monson
Leonard M. Monson
552 S. Washington Street, Suite 100
Naperville IL 605540

S5.0 FIRES CODES AND REGULATIONS.

S5.1 The provision of Section G14.0 this Agreement notwithstanding, any amendments to the CITY's Building, Fire, or Life Safety Codes or regulations approved and enacted after the date of this Agreement shall be applicable to the SUBJECT PROPERTY without exception.

S6.0 SCHOOL AND PARK DONATIONS.

S6.1 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.

S7.0 FUTURE ROADWAY IMPROVEMENTS.

S7.1 The OWNER shall pay to the CITY the sum of \$32,500.00 (100.00 feet of frontage for Wright Street @ \$325.00 per lineal foot), which is the estimated cost for the construction of future roadway improvements adjacent to the SUBJECT PROPERTY. Said sum is due prior to the recording of the Annexation Agreement. Upon payment, OWNER shall have no further obligation to construct said site specific roadway improvements; the CITY shall construct said site specific roadway improvements at the discretion of the CITY.

S8.0 PARK DISTRICT ANNEXATION.

S8.1 The SUBJECT PROPERTY is currently located within the Naperville Park District boundaries. Therefore, Park District annexation, as described in Section G4.0, is not applicable to the SUBJECT PROPERTY.

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-

LEGAL DESCRIPTION

5S425 Wright Street, Naperville, IL

08-07-400-002

Lot 11 in Block 5 in Arthur T. McIntosh and Company's Ogden Highlands, being a subdivision in the East Half of Section 7 and in the West Half of Section 8, Township 38 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded July 9, 1925, as Document 195889, in DuPage County, Illinois.

Plat of Annexation

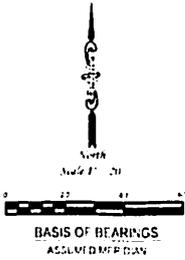
OF PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURNED TO:
NAME: NAPERVILLE CITY CLERK
ADDRESS: P.O. BOX 327
805 S. EDGE STREET
NAPERVILLE, IL 60566-7320



Vicinity Map
(No Scale)

LEGAL DESCRIPTION OF THE PROPERTY
LOT 11 IN BLOCK 6 BY PART OF THE MOUNTAIN AND COMPANY'S ESTATE AND PART OF A SUBDIVISION IN THE EAST HALF OF SECTION 7 AND WEST HALF OF SECTION 8 TOWNSHIP 38 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN BY PLAT THE RECORD NUMBER 04-0-1025 AS DOCUMENT 12884 IN DUPAGE COUNTY CLERK'S OFFICE.



ABBREVIATIONS

- UNIMPROVED
- ▨ IMPROVED
- ▤ CONVEYANCE
- ▥ EASEMENT
- ▧ EASEMENT
- ▩ EASEMENT

AREA SUMMARY

NET AREA 29,356.50 SQ. FT. (0.67 AC)
 AREA N.R.O.W. 0 0.00 FT.
 AREA TO BE ANNEXED 29,356.50 SQ. FT. (0.67 AC)

OWNER

SIENA CONSTRUCTION, INC.
808 BARRINGTON ROAD
NAPERVILLE, IL 60563

LEGEND

- UNIMPROVED
- ▨ IMPROVED
- ▤ CONVEYANCE
- ▥ EASEMENT
- ▧ EASEMENT
- ▩ EASEMENT

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED THE ABOVE DESCRIBED PROPERTY AND THE RECORDS OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, AND HAVE FOUND THAT THE SAME ARE CORRECTLY DESCRIBED AND THE SAME ARE NOT SUBJECT TO ANY EASEMENT OR OTHER INTEREST OF WHICH I HAVE KNOWLEDGE.

DATED THIS 12th DAY OF APRIL, 2012.

BY _____, SURVEYOR, LICENSE NO. _____, EXPIRES _____.

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS

COUNTY OF DUPAGE

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDS OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, ON APRIL 12, 2012, AT _____ O'CLOCK _____ OF THE DAY.

AT _____ IN AND FOR THE COUNTY OF DUPAGE, ILLINOIS.

BY _____, COUNTY CLERK.

RECORDED IN BOOK _____ PAGE _____.

INDEXED IN BOOK _____ PAGE _____.

FILED IN BOOK _____ PAGE _____.

RECORDED IN BOOK _____ PAGE _____.

INDEXED IN BOOK _____ PAGE _____.

FILED IN BOOK _____ PAGE _____.

NAPERVILLE R1A ZONING

NAPERVILLE R1A ZONING

LOT 12
MOUNTAIN AND COMPANY'S
ESTATE (UNIMPROVED)
PERIOD: 10/1/1928

DUPAGE COUNTY R-4 ZONING

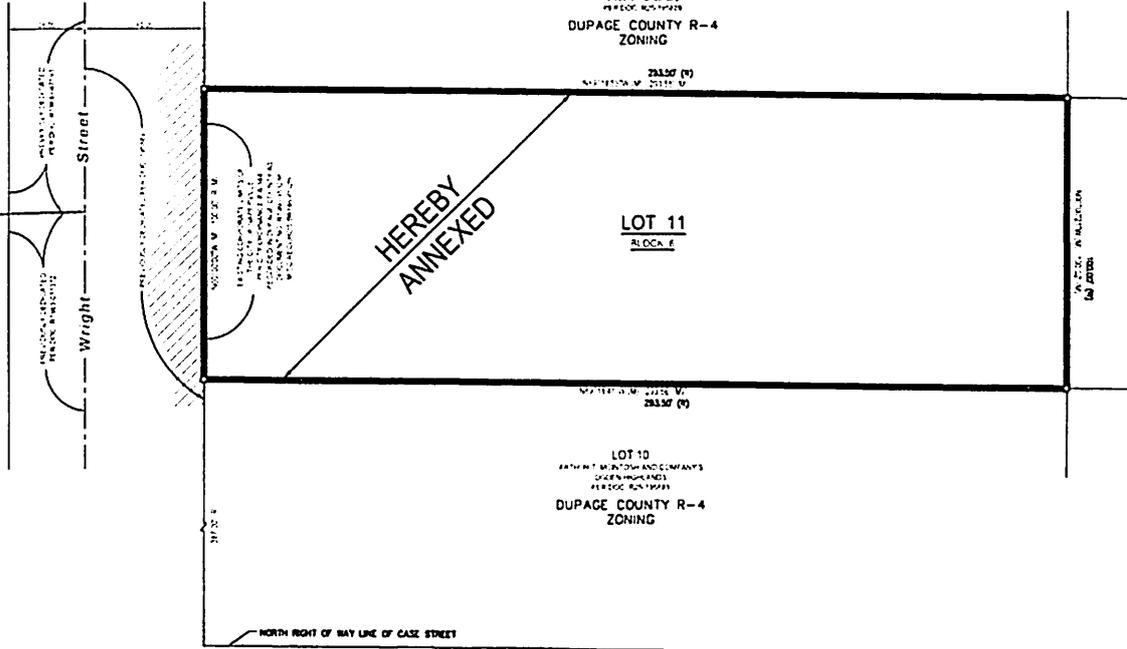
LOT 11
BLOCK 6

LOT 2
MOUNTAIN AND COMPANY'S
ESTATE (UNIMPROVED)
PERIOD: 10/1/1928

DUPAGE COUNTY R-4 ZONING

LOT 10
MOUNTAIN AND COMPANY'S
ESTATE (UNIMPROVED)
PERIOD: 10/1/1928

DUPAGE COUNTY R-4 ZONING



CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS

COUNTY OF DUPAGE

THE PLAT OF ANNEXATION ENTITLED AS THAT REAL ESTATE HAS BEEN FILED IN THE RECORDS OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, AND THE CITY OF NAPERVILLE, ILLINOIS, HAS ADOPTED THE SAME BY RESOLUTION NO. _____ PASSED AT A MEETING HELD ON THE _____ DAY OF _____, A.D. 2012.

BY _____, CITY CLERK.

ATTEST

BY _____, CITY CLERK.

SURVEYOR'S NOTES

THERE ARE NOT ANY ELECTORS THAT RESIDE ON THE PROPERTY ANNEXED HEREBY.

THERE ARE NO HABITABLE STRUCTURES ON THE PROPERTY ANNEXED HEREBY.

SIENA CONSTRUCTION, INC. - PLAT OF ANNEXATION
5 S. 425 WRIGHT STREET, NAPERVILLE, IL.
CITY OF NAPERVILLE PROJECT NUMBER 12-10000105

DATE	2012-03-30
TIME	10:00 AM
BY	SIENA CONSTRUCTION, INC.
FOR	PLAT OF ANNEXATION
FILED IN	BOOK 12-10000105
PAGE	1

Rigolaine Consultants, LLC
1000 W. WASHINGTON STREET
NAPERVILLE, IL 60563
TEL: 630-251-1111
WWW.RIGOLAINE.COM



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Health, Engineering and Development
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Exhibit B
EXHIBIT C