

ORDINANCE NO. F- 0474

**AN ORDINANCE AUTHORIZING THE SIGNING OF AN ANNEXATION
AGREEMENT - 26 W 301 WIESBROOK ROAD - PINK'S SUBDIVISION**

WHEREAS, a written petition has been filed with the City Clerk of Wheaton, Illinois, requesting the annexation to the City of Wheaton, Illinois ("City"), of certain territory contiguous to the boundaries of the City and not within the corporate boundaries of any other municipality, pursuant to a proposed annexation agreement which sets forth the terms and conditions under which the future development of the territory shall take place; and

WHEREAS, pursuant to notice, a public hearing was conducted by the City Council on April 24, 2000, to consider the terms and conditions of the proposed annexation agreement; and

WHEREAS, an Annexation Agreement dated June 5, 2000, among the City, State Bank of Countryside, as Trustee under Trust Agreement dated August 4, 1993 and known as Trust Number 93-1320 ("Trust" or "Trustee"), and Pink Construction Company, an Illinois corporation ("Developer") (Trustee and Developer are referred to herein collectively as "Owner") is the direct result of deliberations on the proposed Annexation Agreement pursuant to the public hearing and other meetings before the City Council and City Staff.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, Du Page County, Illinois, pursuant to its home rule powers, as follows:

Section 1: The Mayor of the City is authorized and directed to sign, on behalf of the City, the Annexation Agreement; and the City Clerk is authorized and directed to attest to the signature of the Mayor and affix the corporate seal of the City thereon. A copy of the Annexation Agreement is on file in the Office of the City Clerk and is incorporated into this ordinance by this reference as though fully set forth herein.

Section 2: The Annexation Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, at the expense of Developer.

Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.

Section 4: This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.

ATTEST:

Emily M. Consalvo
City Clerk

James Carr

Mayor

Ayes:

Roll Call Vote:
Councilman Johnson
Councilman Mork
Councilman Eckhoff
Councilman Gresk

Mayor Carr

Nays: **None**

Absent: **Councilwoman Davenport**
 Councilwoman Johnson

Motion Carried Unanimously

Passed: June 5, 2000

Published: June 6, 2000

Prepared by and return to:

Henry S. Stillwell III
Rathje, Woodward, Dyer & Burt
300 E. Roosevelt Road
P.O. Box 786
Wheaton, IL 60189

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement"), is made and entered into as of the 5th day of June 2000, by and among the City of Wheaton, Illinois, an Illinois municipal corporation, located in DuPage County, State of Illinois ("City"), State Bank of Countryside, as Trustee under Trust Agreement dated August 4, 1993 and known as Trust Number 93-1320 ("Trust" or "Trustee"), and Pink Construction Company, an Illinois corporation ("Developer") (Trustee and Developer are referred to herein collectively as "Owner").

WITNESSETH

WHEREAS, the Trustee will hereafter acquire fee title to the real estate comprised of approximately 3.95 acres, the legal description of which is set forth on the Plat of Annexation, marked as Exhibit "A", which is attached to and made a part of this Agreement (said real estate will hereafter be referred to in its entirety as "Subject Property" or "Development"); and

WHEREAS, Developer owns or controls the beneficial interest in the Trust and the power of direction thereover.

WHEREAS, the Subject Property is contiguous to the corporate limits of the City; and

WHEREAS, the Owner desires to develop the Subject Property substantially in accordance with and pursuant to the Preliminary Plat and Engineering Plan for Stonewood Estates Unit 2 Subdivision prepared by Cemcon, Ltd. dated January 20, 2000 with a last revision date of March 24, 2000 (hereinafter referred to as "Preliminary Plan"), a copy of which is marked as Exhibit "B", attached to and made a part of this Agreement; and

WHEREAS, it is the desire of the Owner that all of said real estate be annexed to the City under the terms and conditions of this Agreement; and

WHEREAS, the City has concluded that annexation of the Subject Property under the terms and conditions of this Agreement would further the growth of the City, enable the City to

control the development of the area, increase the taxable value of the property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City, and otherwise enhance and promote the health, safety, and general welfare of the City; and

WHEREAS, pursuant to the provisions of Section 6.1, *et seq.*, of the Wheaton City Code and applicable provisions of the Illinois Revised Statutes and Illinois Constitution, a proposed Annexation Agreement in substance and form of the same as this Agreement was submitted to the Wheaton City Council, and a public hearing was held thereon pursuant to notice as provided by ordinance and statute; and

WHEREAS, the Plan Commission of the City has had such hearings and heard such testimony as prescribed by law with respect to the requested zoning classification of R-2 Residential District; and recommendations made by said commission were submitted to the Wheaton City Council; and

WHEREAS, notice has been duly served in the manner provided by statute on the appropriate governmental entities; and an affidavit that service of said notice has been duly served has been placed on record with the Recorder of Deeds, DuPage County, Illinois.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and Agreements contained herein, the parties hereto agree as follows:

1. **LEGAL CONFORMANCE WITH LAW.** This Agreement is made pursuant to and in accordance with the provisions of the Wheaton City Code and applicable provisions of the Illinois Revised Statutes and Illinois Constitution.

2. **PETITION TO ANNEX.** The Owner, together with the current holder of fee title to the Subject Property, has filed with the Clerk of the City, a petition ("Petition for Annexation") pursuant to the provisions of Section 7-1-8 of the Illinois Municipal Code (Ill. Compiled Stat., Ch. 65, par. 5/7-1--8), to annex the Subject Property to the City. This Agreement in its entirety, together with the aforesaid Petition for Annexation, shall be null, void and of no force and effect unless the Subject Property is validly zoned and classified under the City's Zoning Ordinance as hereinafter set forth and amended.

3. **ANNEXATION ORDINANCE.** As soon as reasonably practicable following the date Trustee acquires legal title to the Subject Property, the City Council will enact an ordinance annexing the Subject Property to the City.

4. **REZONING.** Immediately after the passage of the ordinance annexing the Subject Property, the City shall, without further hearing, adopt an amendment to its Zoning Map

which is part of the Zoning Ordinance of the City and Comprehensive Plan of the City, zoning and classifying the subject property in the R-2 Residential District.

5. DEVELOPMENT STANDARDS. The Subject Property shall be developed in substantial conformity with the Preliminary Plan, for seven (7) buildable single family residential lots. The development of the Subject Property shall be in full conformance with the City's Zoning Ordinance, Subdivision Control Ordinance, Building Code, and other ordinances, codes, rules, and regulations of the City as they presently exist and as amended, except as otherwise provided in this Agreement.

6. FINAL PLANS. Prior to development of the Subject Property Owner shall submit to the City for its review and approval a final plat of subdivision for the Subject Property in substantial conformity with the Preliminary Plan ("Final Plat") and final engineering plans for the development of the Subject Property as provided for herein ("Final Engineering"). The Final Plat and Final Engineering, as from time to time modified pursuant to Paragraph 12 of this Agreement, are collectively referred to as the "Final Plans".

7. SANITARY SEWER FACILITIES. The City agrees to cooperate in obtaining such permits as may be required from time to time by both Federal and State law, including (without limitation) the Illinois Environmental Protection Act, permitting the connection onto the sanitary lines of the Wheaton Sanitary District in order to develop and use the Subject Property. Owner agrees to annex to the Wheaton Sanitary District if the Subject Property has not previously been annexed thereto. In addition, the City will accept dedication of all sanitary sewer mains located within the Corporate limits of the City and constructed by Developer in accordance with the Final Plans. Location and size of sanitary sewer mains to be installed by Developer shall be in substantial conformity with Exhibit "B" attached hereto, subject to final engineering considerations.

8. WATER FACILITIES. The City will accept dedication of all primary water mains constructed by the Owner in accordance with the Final Plans. Location and size of the water mains to be installed by Owner shall be in substantial conformity with Exhibit "B", subject to final engineering considerations.

9. STORM WATER FACILITIES. Owner agrees to design and construct suitable storm water facilities for the Subject Property which comply with the requirements and standards contained in Chapter 34 of the Wheaton City Code, the DuPage County Countywide Storm water and Flood Plain Ordinance, and all other applicable statutes and ordinances, in substantial conformity with the Preliminary Plan.

10. IRREVOCABLE LETTER OF CREDIT. In lieu of construction bond or development bond or bonds, the City will accept an irrevocable letter of credit from a reputable

banking institution to guarantee construction and quality of all public facilities to be constructed as a part of the Development. Said letter of credit shall be in the amount of one hundred twenty-five percent (125%) of the Developer's engineer's estimate of construction costs (as approved by the City Engineer) or one hundred percent (100%) of the contract costs of construction of all of the public facilities. Said letter of credit shall be in a format approved by the City Attorney and shall be payable to the City of Wheaton.

The letter of credit shall be issued and presented to the City on or before the date that the City executes the Final Plat. As the Developer completes the items within the letter of credit, the Developer may apply to the City for acceptance of said improvements in accordance with Paragraph 11 of this Agreement. Owner agrees to cause the letter of credit to be extended, if necessary, to cover the actual time of construction.

11. PROCEDURE FOR ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS. The procedure for acceptance by the City of any public improvement constructed as a part of the development of the Subject Property shall be as provided in the Subdivision Improvement Agreement to be hereafter entered into between the City and Developer.

12. MINOR CHANGES IN DEVELOPMENT. Minor variations or deviations from the Preliminary Plan may be necessary in order to solve engineering layout and design problems and other problems not reasonably foreseen at this time, including street and lot changes, as long as the same density is maintained and the lots conform to the development and zoning ordinances. The City shall enact such resolutions and ordinances as may be necessary to accommodate such changes in order to comply with the spirit and intent of this Agreement.

13. SCHOOL AND PARK LAND DONATIONS OR CASH CONTRIBUTIONS. Provided the Subject Property is developed in substantial conformity with the Preliminary Plat and the provisions of this Agreement, Owner shall not be required to contribute any land for school or park purposes, and Owner's sole obligation to the applicable school and park districts shall be the payment of an amount of cash in lieu of land as calculated pursuant to the provisions of Article VI of Chapter 21 of the City Code. Said cash contribution shall be paid prior to the recordation of the Final Plat.

14. WIESBROOK ROAD CONTRIBUTION. Developer shall pay to the City the sum of \$53,737.00 as and for Owner's sole contribution for Developer's prorata share of the cost of the recent improvements to Wiesbrook Road adjacent to the Subject Property. The Wiesbrook Road Contribution shall be payable prior to recordation of the Final Plat.

15. **SIDEWALK IMPROVEMENTS.** Developer shall cause the construction of public sidewalks along Stonebridge Court extended, in compliance with the City's Subdivision Control Ordinance.

16. **AMENDMENTS TO ORDINANCES.** Except as expressly hereinafter provided, the Subject Property shall be developed and used in conformance with the City's Zoning Ordinance, Subdivision Control Ordinance, Building Codes, and other Ordinances, Codes, Rules and Regulations of the City pertaining to the development of the Subject Property. The Ordinances, Codes, Rules and Regulations existing on the date of application for building/site development permits shall be applicable, except as the same may be specifically amended pursuant to the terms of this Agreement. The foregoing provisions to the contrary notwithstanding, with respect to the development and use of the Subject Property, the provisions of the Wheaton City Code pertaining to the following items which are in affect on the date of this Agreement, except as to any such item which is otherwise amended or varied pursuant to the terms of this Agreement, shall remain applicable to the Subject Property for a period of two (2) years following the date hereof without regard to their subsequent amendment, modification or repeal, unless otherwise consented to in writing by Owner:

- A. Minimum size of yards and setbacks;
- B. Maximum building height (not to exceed thirty-five feet);
- C. Maximum lot coverage;
- D. Minimum lot width;
- E. Maximum floor area ratio;
- F. Minimum lot size;
- G. Minimum lot depth;
- H. Minimum storm water retention/detention requirements.

In any event, the City agrees that the Subject Property shall be allowed to be developed with seven (7) single family lots, the provisions of any City ordinance in affect at the time of application for a site development/building permit to the contrary notwithstanding.

17. **ANNEXATION AND PERMIT FEES.** The amount of the permit, license, tap-on or connection fees imposed by the City which are applicable to or required to be paid by the Owner or successor developers, contractors, subcontractors, materialmen, or others performing work or supplying materials in connection with the development or construction of improvements on the development shall be the amount or rate of said fees in effect at the time of application for same.

18. **BUILDING PLANS.** The Owner shall be required to submit plans for each building to be constructed in the Development. A building permit must be obtained and the

appropriate permit fee paid as required by the Wheaton ordinances for each building to be constructed in the Development.

19. STOP ORDERS. The City reserves the right to terminate and stop all activities at the job site, with written notice, to correct a situation which presents a direct hazard to the public health, safety, and welfare. Any such stop work order shall be issued in accordance with the provisions of the Wheaton City Code and adopted Building Codes.

20. CONFLICT IN REGULATIONS. The provisions of this Annexation Agreement shall supersede the provisions of any ordinances, codes, or regulations of the City which may be in conflict with the provisions of this Annexation Agreement.

21. AMENDMENT OF ANNEXATION AGREEMENT. This Annexation Agreement, and any exhibit attached hereto, may be amended pursuant to the provisions of Chapter 18 of the City Code.

22. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

23. INVALIDITY. If any provision of this Annexation Agreement, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Annexation Agreement and the application of such provision, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

24. TERM OF AGREEMENT. This Agreement shall be binding upon the parties hereto, their respective successors and the assigns for a period of ten (10) years following the date of this Agreement.

25. INDEMNIFICATION. Owner shall indemnify and hold the City harmless from all injuries to persons and property which arise due to the negligence of Owner, its agents, assigns, employees, contracts, and subcontractors. Owner shall indemnify and hold the City harmless from all causes of action, suits, judgments, settlements, legal fees, and all other costs which may be incurred by the City as a result of the aforesaid negligence. Owner shall provide the City with certificates of insurance as required by any Subdivision Improvement Agreement hereafter entered between the City and Owner.

26. BINDING EFFECT. This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, lessees, and upon any successor municipal authorities of the City and successor municipalities. Upon the conveyance of Owner's interest in the Subject Realty to a third party ("Transferee"), the rights and obligations of Owner hereunder shall be deemed

assigned to and assumed by such Transferee, and Owner shall thereupon be released and discharged by the City from any further obligation pertaining to such rights and duties. The Transferee shall thereupon be entitled to exercise all rights and authorities and shall perform all duties and obligations of Owner hereunder. In the event of a transfer, sale or assignment of a Transferee's rights and obligations to another Transferee, the conveying Transferee shall be released of such rights and obligations and the new Transferee shall thereafter be entitled to and bound by such rights and obligations.

27. NOTICES. Notices or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be deemed effectively given on the date delivered personally or the second business day following deposit in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

A. Owner: James J. Pink
Pink Construction Company
1114 N. Cross Street
Wheaton, IL 60187

with a copy to: Mr. Henry S. Stillwell, III
Rathje, Woodward, Dyer & Burt
300 E. Roosevelt Road
P.O. Box 786
Wheaton, IL 60189

B. City of Wheaton: City Clerk
City of Wheaton
303 West Wesley Street
Wheaton, IL 60187

28. RECORDING. This Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois at the expense of Developer.

29. TRUSTEE EXCULPATION. This Agreement is executed by State Bank of Countryside, not personally, but as Trustee under Trust Agreement dated August 4, 1993, and known as Trust No. 93-1320, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing contained in this Agreement shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenant, either expressed or implied, in this Agreement (all such liability against the Trustee, if any, being expressly waived by the said Purchaser and by every person now or hereafter claiming any right or security thereunder) and

that so far as the said Trustee is concerned, the owner of the indebtedness or right accruing under this Agreement shall look solely to the Premises for the payment or enforcement thereof, it being understood that the Trustee merely holds legal title to the Premises and has no control over the management thereof or the income therefrom, and has no knowledge respecting rentals, leases or other factual matter with respect to Premises, except as represented to it by the Western or beneficiaries of said trust.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that State Bank of Countryside shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this Section 29 and any other provisions of this Agreement, the provisions of this Section 29 shall govern.

30. CONDITION PRECEDENT. This Agreement and the obligations of the parties hereunder are expressly conditioned upon Trustee acquiring legal title to the Subject Property ("Condition Precedent"). In the event Trustee fails to acquire legal title to the Subject Property on or before December 31, 2000, this Agreement shall automatically thereupon terminate and be of no further force or effect unless the City, Trustee and Developer mutually agree to extend said date, which extension may be approved by the concurrence of a simple majority of the City Council without amendment to this Agreement or public hearing. Any such extension agreement shall be recorded against the Subject Property with the DuPage County Recorder's office.

IN WITNESS WHEREOF, the Corporate authorities and the Owner have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the Corporate seal attached here, all on the day and year first above written.

OWNER:

STATE BANK OF COUNTRYSIDE, as
Trustee under Trust Agreement dated
August 4, 1993 and known as Trust Number
93-1320

By: Joan Micka

Title: JOAN MICKA, Trust Officer

Attest: Susan L. Jutzi

Title: SUSAN L. JUTZI, Vice Pres.

PINK CONSTRUCTION COMPANY, an
Illinois corporation

By: James J. Pink

James J. Pink, President

CITY:

CITY OF WHEATON, an Illinois municipal
corporation

By: James Carr

MAYOR

Attest: Emily M. Conley

CITY CLERK

State of Illinois }
County of Cook } SS

Subscribed and sworn to before me this

6 day of June, 2000

Martha A. Czarnik-Thompson
Notary Public

OFFICIAL SEAL
MARTHA A CZARNIK-THOMPSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 17,2003

NOTE: EXONERATION CLAUSE

This document is signed by State Bank of Countryside not individually but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the State Bank of Countryside personally or as Trustee to sequester any of the earnings, assets or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of the title of said property or for any agreement with respect thereto. Any and all personal liability of the State Bank of Countryside is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the State Bank of Countryside. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by State Bank of Countryside as Trustee.

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that C. JAMES CARR, MAYOR, and EMILY CONSOLAZIO,
CITY CLERK, of the CITY OF WHEATON, an Illinois municipal corporation, who are personally
known to me to be the same persons whose names are subscribed to the foregoing instruments as
such HE and SHE, respectively, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument as their own free and voluntary
act and as the free and voluntary act of said corporation, for the uses and purposes therein set
forth; and the said CLERK then and there acknowledged that he, as custodian of the records
of the corporation, did affix the corporate seal of said corporation to said instrument as her own
free and voluntary act and as the free and voluntary act of said corporation, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this 64 day of JUNE, 2000.

Rosemary E. Ryan
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James J. Pink, President, of Pink Construction Company, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instruments as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said President then and there acknowledged that he, as custodian of the records of the corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of June, 2000.

Jessica L. Tullier
Notary Public
OFFICIAL SEAL
JESSICA L. TULLIER
Notary Public, State of Illinois
My Commission Expires July 3, 2000

SCHEDULE OF EXHIBITS

EXHIBIT "A":

Plat of Annexation with Legal Description of Subject
Property

EXHIBIT "B":

Preliminary Plan

EXHIBIT "A"

PLAT OF ANNEXATION WITH
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 10 IN OAKWOODS, A SUBDIVISION OF PART OF SECTION 19 AND 30,
TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1946 AS DOCUMENT NO.
502453 AND CORRECTION CERTIFICATE RECORDED FEBRUARY 5, 1947 AS
DOCUMENT NO. 515322, IN DUPAGE COUNTY, ILLINOIS.

Permanent Parcel #'s: 05-30-200-003

PLAT OF ANNEXATION

TO THE CITY OF WHEATON

LOT 10 IN OAKWOOD, A SUBDIVISION OF PART OF SECTION 10 AND 30, TOWNSHIP 30 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 5, 1947 AS DOCUMENT NO. 315322.

80 20 0 80

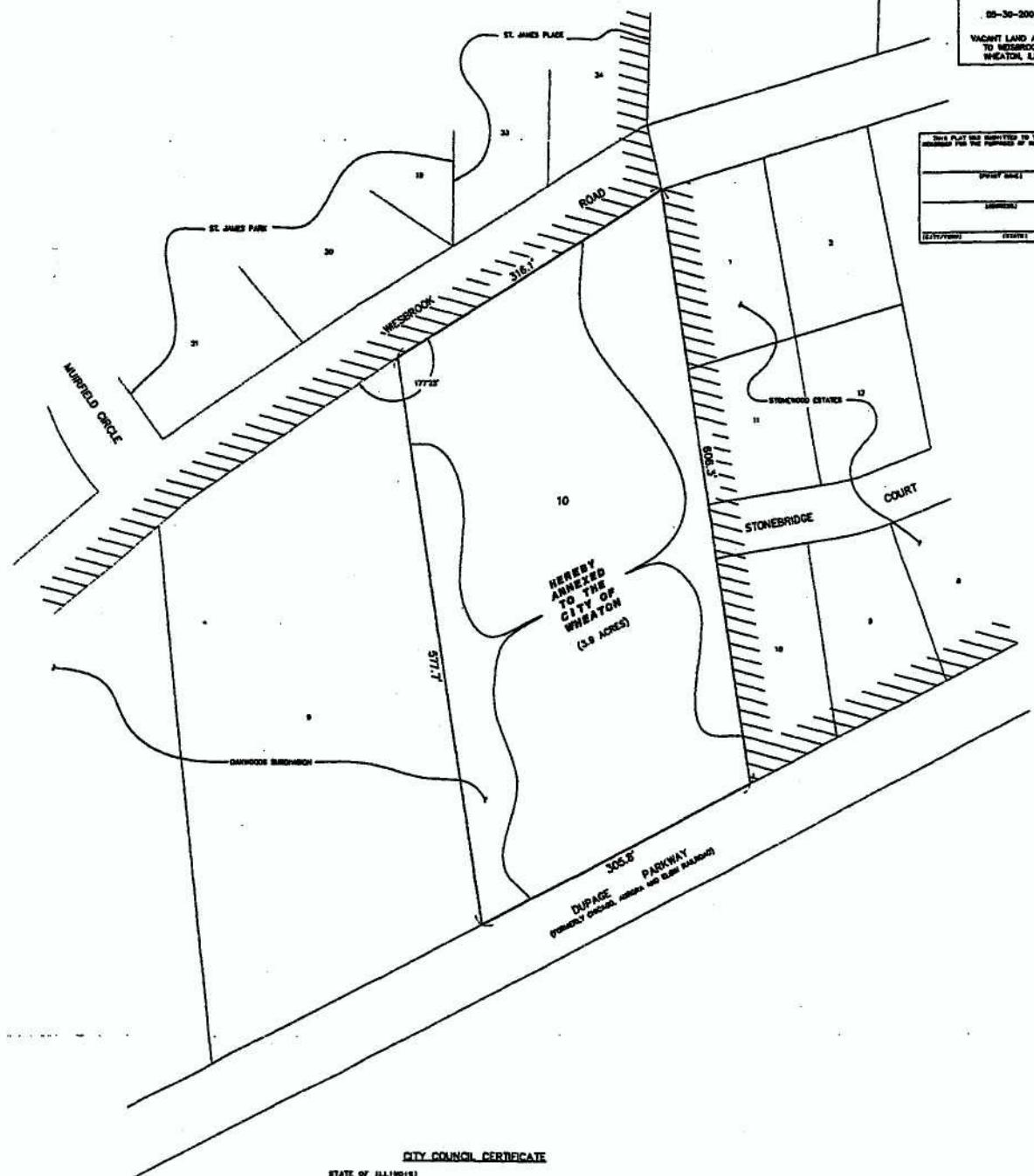
SCALE: 1" = 20'

PARCEL INDEX NUMBER

05-36-200-003

WHEATON LAND ADJACENT
TO WESBROOK RD, WHEATON, ILLINOIS

THIS PLAT WAS APPROVED BY THE COUNCIL FOR THE PURPOSE OF ANNEXATION OF:	
SPRING 1960	
APPROVED	
RECORDED	
RECORDED	1960



CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS) 36.

COUNTY OF DUPAGE)

THE ANNEXED PROPERTY SHOWN ON THE ABOVE PLAT OF ANNEXATION
IS IDENTIFIED AS A LOT INCORPORATED AND MADE A PART OF THE
CITY OF WHEATON BY ORDINANCE NO. _____
ADOPTED BY THE COUNCIL OF SAID CITY ON THE _____ DAY OF
_____, A.D. 19____.

BY: _____ ATTEST: _____
MAYOR CLERK

LEGEND

— ANNEXATION BOUNDARY LINE
(Heavy Solid Line)

— EXISTING LIMITS OF
THE CITY OF WHEATON
(Solid Line)

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) 36.

COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, THOMAS C. WHITT, AN ILLINOIS
PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR
THE PURPOSE OF ANNEXATION TO THE CITY OF WHEATON,
AND THAT THIS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID
PROPERTY.

Given under my hand and seal this 1st day of
FEBRUARY, A.D., 2000.

TECHNICAL PROFESSIONAL LAND SURVEYOR NO. 23607
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2000

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS) 36.

COUNTY OF DUPAGE)

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



CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
51131 COUNTY PARK ROAD
WHEATON, ILLINOIS 60186
(312) 666-2300

DOC. NO. 1-80324P FILE NAME: 1-ANNEX
DRAWN BY: J.WH FILE. NO. 1: N/A
RECORDED DATE: 2-1-00 JOB NO. 1: 903.304

EXHIBIT "B"

PRELIMINARY PLAN

**PRELIMINARY PLANS and ENGINEERING PLAN
FOR**

STONEWOOD ESTATES UNIT 2 SUBDIVISION

LOCATION MAP

LEGAL DESCRIPTION:
LOT 10 IN PARADISE, A SUBDIVISION OF PART OF SECTION 18 AND 20, TWP. 10, RANGE 14, PART OF THE THIRD PRINCIPAL MERIDIAN, according to the plat of survey of the said property, dated July 10, 1948, as recorded in the office of the County Clerk, in book 60, page 100, RECORDED IN THE RECORDS OF THE COUNTY OF HARRISON, IOWA, AS DOCUMENT NO. 61322.

LOT AREA TABLE	
LOT 1	16,499 SF.
LOT 2	16,499 SF.
LOT 3	16,499 SF.
LOT 4	16,499 SF.
LOT 5	16,499 SF.
LOT 6	16,499 SF.
LOT 7	16,499 SF.
OUTLOT A	16,499 SF.

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners