RESOLUTION R-2021-68

A RESOLUTION APPROVING THE
FINAL PLAT OF SUBDIVISION FOR HUMMINGBIRD PLACE SUBDIVISION

WHEREAS, the Owner has submitted a final plat of subdivision of the property located at 1764 Wiesbrook Road to the City for approval (the property is described on Exhibit A attached to this resolution); and the Wheaton City staff has recommended that the final plat of subdivision be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois that the final subdivision plat for Hummingbird Place Subdivision, as prepared by Rudy P. Dixon, an Illinois Professional Land Surveyor, dated July 21, 2021 is hereby approved.

IT IS FURTHER RESOLVED that the Mayor is hereby authorized to sign, and the City Clerk is authorized and directed to attest, this resolution of approval and the final subdivision plat for Hummingbird Place Subdivision incorporated herein as Exhibit B.

ADOPTED this 16th day of August, 2021.

Philip J. Suess
Mayor

ATTEST:

Andrea Rosedale
Deputy City Clerk

Ayes: Councilman Barbier
Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilwoman Fitch
Councilwoman Robbins
Councilman Weller

Nays: None
Absent: None

Motion Carried Unanimously

EXHIBIT A

Legal Description
Hummingbird Place Subdivision

HUMMINGBIRD PLACE SUBDIVISION

LOTS 1 AND LOT 2 IN COMMONWEALTH EDISON COMPANY DCW 340 ASSESSMENT PLAT OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 2002 AS DOCUMENT R2002-208303 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.S: 05-19-405-009
05-19-405-010

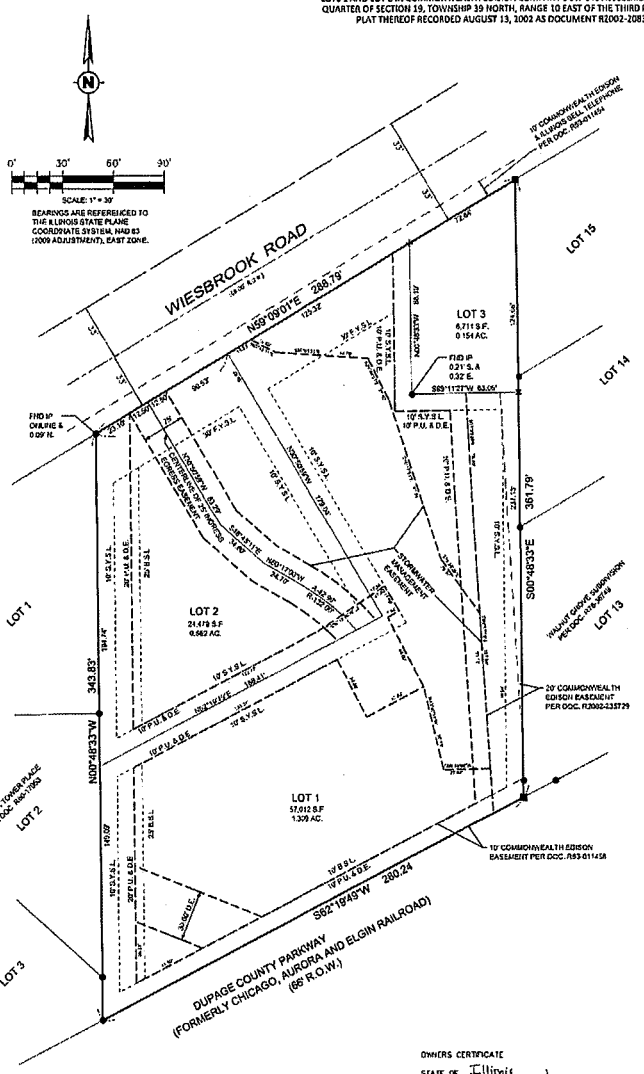
PLAT SUBMITTED FOR RECORDING BY:
CITY OF WHEATON
303 W. WESLEY ST.
WHEATON, ILLINOIS 60187

EXHIBIT B

FINAL PLAT OF SUBDIVISION
HUMMINGBIRD PLACE

CITY OF WHEATON, ILLINOIS

LOTS 1 AND LOT 2 IN COMMONWEALTH EDISON COMPANY DCW 340 ASSESSMENT PLAT OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 2002 AS DOCUMENT R2002-208303 IN DUPAGE COUNTY, ILLINOIS.



LEGEND

	SURVEYED PROPERTY
	EX. RIGHT OF WAY LINE
	BUILDING SETBACK LINE
	EX. PERMANENT EASEMENT
	PR. PERMANENT EASEMENT
	CENTERLINE
400.00'	MEASURED OR CALCED SURVEY DATA
(400.00')	RECORD OR PRIOR SURVEY DATA
●	FOUND IRON PIPE
+	FOUND CHISELED CROSS
×	FOUND RR SPIKE
■	SET CONCRETE MONUMENT
B.S.L.	BUILDING SETBACK LINE
S.Y.S.L.	SIDE YARD SETBACK
F.Y.S.L.	FRONT YARD SETBACK
P.U. & D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT

CERTIFICATE OF COUNTY ENGINEER

STATE OF ILLINOIS)
)SS
COUNTY OF DU PAGE)

THIS PLAT HAS BEEN APPROVED BY THE DUPAGE COUNTY DIVISION OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY # 47, PRAIRIE PATH (AURORA BRANCH) PURSUANT TO 765 ILCS 205/2; HOWEVER A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY'S RIGHT-OF-WAY.

DATED THIS 4TH DAY OF August 20 21

BY Christopher Smyth
COUNTY ENGINEER

DIRECTOR OF ENGINEERING CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DU PAGE)

I, James S. Tersigni Jr. DIRECTOR OF ENGINEERING FOR THE CITY OF WHEATON, ILLINOIS, DO HEREBY CERTIFY THAT THE PLAT AS APPENDED HERETO MEETS WITH THE REQUIREMENTS AND THE PLANS AND SPECIFICATIONS OF THE WHEATON CITY CODE AND HAS BEEN APPROVED BY ALL PUBLIC AUTHORITIES.

DATED AT WHEATON ILLINOIS THIS 9TH DAY OF August 20 21

DIRECTOR OF ENGINEERING

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, Jean Kaczmarek COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY, THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, NO DELINQUENT OR UNPAID SPECIAL ASSESSMENTS, NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND SHOWN ON THIS PLAT.

GIVEN UNDER MY HAND AND SEAL THIS 4TH DAY OF August 20 21

COUNTY CLERK, DUPAGE COUNTY, ILLINOIS

THE COUNTY OF DU PAGE WHEATON ILLINOIS

CITY COLLECTOR'S CERTIFICATE

I, Robert R. Lenhardt CITY COLLECTOR FOR THE CITY OF WHEATON, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND DESCRIBED ON THIS PLAT.

DATED AT WHEATON, ILLINOIS, THIS 5TH DAY OF August 20 21

CITY COLLECTOR

OWNERS CERTIFICATE

STATE OF Illinois)
)SS
COUNTY OF DuPage)

THIS IS TO CERTIFY THAT BARBARA L. PETREY AS TRUSTEE OF THE BARBARA L. PETREY REVOCABLE TRUST 50% AND DANIEL R. PETREY AS TRUSTEE DANIEL R. PETREY REVOCABLE TRUST 50% IS THE OWNER OF THE PROPERTY DESCRIBED HEREON (EXCEPT THAT PART IDENTIFIED AS LOT 3) AND HAS CAUSED THE SAME TO BE PLOTTED AND RECORDED AS INDICATED HEREON . FOR THE USES AND PURPOSES THEREON SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATED.

DATED THIS 22ND DAY OF July 2021.

THE OWNER FURTHER CERTIFIES THE PROPERTY IS WITHIN COMMUNITY SCHOOL DISTRICT 200.

OWNER	ADDRESS
Daniel R. Petrey	1241 Hidden Co. Wheaton, IL 60187 BY Daniel R. Petrey
	TITLE Trustee
Barbara L. Petrey	1241 Hidden Co. Wheaton, IL 60187 ATTEST Barbara L. Petrey
	TITLE Trustee

OWNERS CERTIFICATE

STATE OF Illinois)
)SS
COUNTY OF DuPage)

THIS IS TO CERTIFY THAT COMMONWEALTH EDISON COMPANY IS THE OWNER OF THE PROPERTY IDENTIFIED AS LOT 3 HEREON AND HAS CAUSED THE SAME TO BE PLOTTED AND RECORDED AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREON SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATED.

DATED THIS 28TH DAY OF JULY 2021.

THE OWNER FURTHER CERTIFIES THE PROPERTY IS WITHIN COMMUNITY SCHOOL DISTRICT 200.

OWNER ADDRESS	
Rush Hite	3 Lincoln Ctr. Oakbrook Terrace, IL 60181 BY RUSSELL DILLON
	TITLE REAL ESTATE REPRESENTATIVE
Marlene Neal	3 Lincoln Ctr. Oakbrook Terrace, IL 60181 ATTEST Marlene Neal
	TITLE Financial Statements Clerk

NOTES

1. PIN: 05-19-405-009; 05-19-405-010
2. IRON RODS TO BE SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
3. ALL STORMWATER MANAGEMENT, PUBLIC UTILITY & DRAINAGE EASEMENTS SHOWN ON THE PLAT ARE HEREBY GRANTED.
4. UTILITY EQUIPMENT WITHIN AND RELATING TO LOT 3, WHETHER OR NOT NON-EXISTING, MAY ALWAYS REMAIN ABOVE-GROUND.
5. PROPOSED INGRESS & EGRESS, PRIVATE DRIVE MAINTENENCE EASEMENT BENEFITING LOT 1 SHALL ALSO BE A COMMON PUBLIC UTILITY & DRAINAGE EASEMENT.
6. DIRECT VEHICULAR OR PEDESTRIAN ACCESS TO THE PRAIRIE PATH IS PROHIBITED FROM LOT 1 OR ANY ADJACENT EASEMENTS.

RECORDER OF DEED'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DU PAGE)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER OF DEEDS OFFICE OF DU PAGE COUNTY, ILLINOIS, ON THE

_____ DAY OF _____ 20____ A.D. AT _____ O'CLOCK _____ M.

DU PAGE COUNTY RECORDER OF DEEDS

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

APPROVED, BY THE MAYOR AND CITY COUNCIL, OF THE CITY OF WHEATON, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ 20_____

ATTEST: CITY CLERK — MAYOR, CITY OF WHEATON

CERTIFICATE OF NOTARY

STATE OF Illinois)
)SS
COUNTY OF DuPage)

I, Joellen M. Leary HEREBY CERTIFY THAT THE PERSON(S)/CORPORATION(S) WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO ME AS SUCH OWNER(S).

GIVEN UNDER MY HAND AND NOTARY SEAL THIS 22ND DAY OF July 2021.

Joellen M. Leary
NOTARY PUBLIC COMMISSION EXPIRES 3/19/24

JOELLEN M. LEARY OFFICIAL SEAL Notary Public - State of Illinois My Commission Expires March 19, 2024

CERTIFICATE OF NOTARY

STATE OF Illinois)
)SS
COUNTY OF Cook)

I, Nancy R. Carlino HEREBY CERTIFY THAT THE PERSON(S)/CORPORATION(S) WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO ME AS SUCH OWNER(S).

GIVEN UNDER MY HAND AND NOTARY SEAL THIS 28TH DAY OF JULY 2021.

NOTARY PUBLIC COMMISSION EXPIRES

OFFICIAL SEAL NANCY R CARLINO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:

SHEET	REVISION	DATE	DRAWN BY
1	PER COUNTY COMMENTS	5/31/21	JMP
2	PER COUNTY DOT COMMENTS	6/21/21	JMP
3	PER CITY COMMENTS	7/30/21	JMP
4	PER CITY COMMENTS	8/18/21	JMP
5	PER CITY COMMENTS	7/28/21	JMP

REGIONAL LAND SERVICES
270 VIDA COURT
SYCAMORE, ILLINOIS 60178
PHONE: (618) 559-2260

PREPARED FOR: WBK engineering
WBK ENGINEERING, LLC
118 WEST MAIN STREET, SUITE 201
ST. CHARLES, ILLINOIS 60174
(630) 443 7755

SURVEYORS NOTES

PROJECT NUMBER	50-77
DATE	1/21/2021
DRAWN BY	EIC
SCALE	1" = 30'
DATE	1/31/2021
DRAWN BY	JOHN WITTE, P.C.
SHEET	VACANT LOT 1 AND 2
OF	LATCH IL

PLAT SUBMITTED FOR RECORDING BY:
CITY OF WHEATON
303 W. WESLEY ST.
WHEATON, ILLINOIS 60187

FINAL PLAT OF SUBDIVISION
HUMMINGBIRD PLACE

CITY OF WHEATON, ILLINOIS

LOTS 1 AND LOT 2 IN COMMONWEALTH EDISON COMPANY DCW 340 ASSESSMENT PLAT OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 2002 AS DOCUMENT R2002-208303 IN DUPAGE COUNTY, ILLINOIS.

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

ALL EASEMENTS INDICATED AS PUBLIC UTILITY AND/ OR DRAINAGE AND UTILITY EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE CITY OF WHEATON AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE CITY OF WHEATON INCLUDING, BUT NOT LIMITED TO, AT&T, NICOR GAS COMPANY, COMMONWEALTH EDISON COMPANY, COMCAST CABLE AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY GRANTEE) FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE THE PUBLIC UTILITY TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPURANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY OF WHEATON, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE PUBLIC UTILITY. THE GRANTEE OR GRANTEES PERFORMING OR CAUSING TO BE PERFORMED ANY OF SAID WORK SHALL REASONABLY RESTORE SUCH AREAS TO THE GENERAL CONDITION THEY EXISTED PRIOR TO THE WORK. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. ELEVATIONS OR GRADES SHALL NOT BE CHANGED WITHIN THE EASEMENT PREMISES WITHOUT THE WRITTEN APPROVAL OF THE CITY OF WHEATON

PERMANENT STORMWATER MANAGEMENT EASEMENT PROVISIONS

ALL EASEMENTS INDICATED AS STORMWATER MANAGEMENT EASEMENTS ARE PERMANENT EASEMENTS RESERVED FOR AND GRANTED TO THE CITY OF WHEATON AND IT'S SUCCESSOR'S AND ASSIGN'S ON A NON-EXCLUSIVE BASIS. NO BUILDINGS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME MAY BE USED FOR OTHER PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE/FREE FLOW OF STORMWATER OR OTHERWISE VIOLATE APPLICABLE STORMWATER LAWS, CODES, ORDINANCES AND REGULATIONS. EACH OWNER OF LOTS 1 AND 2 SHALL BE EQUALLY RESPONSIBLE FOR MAINTAINING SUCH STORMWATER MANAGEMENT FACILITY IN ACCORDANCE WITH THE RECOMMENDED MAINTENANCE SCHEDULES OUTLINED IN THE STORMWATER MANAGEMENT REPORT AND SHALL NOT DESTROY OR MODIFY GRADES OR SLOPES, OR VARY DESIGN OR FUNCTION IN ANY MANNER WHICH VIOLATES APPLICABLE STORMWATER LAWS, ORDINANCES, CODES AND REGULATIONS, OR THE ORIGINAL APPROVED DESIGNS WITHOUT FIRST HAVING RECEIVED WRITTEN APPROVAL FROM THE CITY OF WHEATON OR THE COUNTY AS THE LAW MAY REQUIRE.

IN THE EVENT ANY SUCH OWNER FAILS TO MAINTAIN ANY SUCH EASEMENT/STORMWATER MANAGEMENT FACILITY THE CITY OF WHEATON, ILLINOIS, SHALL UPON THIRTY (30) DAYS WRITTEN NOTICE OUTLINING THE NATURE AND DEFECT OF THE DEFAULT AND THAT ANY SUCH OWNER SHALL NOT HAVE CURED SAID DEFAULT, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE, RECONSTRUCTION OR OTHER WORK UPON THE STORMWATER MANAGEMENT FACILITY AND ITS APPURTENANCES REASONABLY NECESSARY TO INSURE ADEQUATE STORMWATER STORAGE FREE/FLOW OF WATER, EROSION CONTROL AND TURF MAINTENANCE TO ELIMINATE STAGNANT WATER WITHIN THE DETENTION AREA, COMPLIANCE WITH APPLICABLE STORMWATER LAWS, CODES, ORDINANCES AND REGULATIONS OR RESTORE THE EASEMENT AREA TO ITS ORIGINAL DESIGN PARAMETERS AND FUNCTIONS, AS AN ALTERNATIVE TO PERFORMING THE WORK AS DESCRIBED HEREIN THE CITY RETAINS ANY AND ALL REMEDIES PROVIDED IN LAW AND OR EQUITY TO ENFORCE THE OWNER'S OBLIGATIONS.

IN THE EVENT THE CITY OF WHEATON, ILLINOIS PERFORMS OR HAS PERFORMED ANY MAINTENANCE WORK, REPAIRS OR RECONSTRUCTION WORK AS DESCRIBED HEREIN TO OR UPON ANY SUCH FACILITY OR EASEMENT AREA THE COST TOGETHER WITH AN ADDITIONAL SUM OF TEN(10) PERCENT OF SAID COST SHALL BE ASSESSED TO THE OWNERS OF LOTS 1 AND 2 WITHIN THE SUBDIVISION, IT'S SUCCESSORS AND ASSIGN'S AND SHALL ALSO CONSTITUTE A LIEN AGAINST THE EASEMENT PROPERTY. THE CITY SHALL HAVE THE RIGHT TO FORECLOSE THE LIEN ON EACH OF LOTS 1 AND 2 WITHIN THE PROPERTY UPON FAILURE OF THE OWNER'S OR ASSOCIATION TO PAY THE ENTIRE LIEN WITHIN FOURTEEN (14) DAYS OF THE CITY'S WRITTEN NOTICE OF LIEN TO THE ASSOCIATION. THIS LIEN MAY BE ENFORCED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE CITY OF WHEATON. ANY ATTORNEY FEES INCURRED BY THE CITY IN THE ENFORCEMENT OF THE OWNER(S) OBLIGATIONS AS SET FORTH SHALL BE REIMBURSED TO THE CITY BY THE OWNER(S)

THE ABOVE EASEMENT PROVISIONS SHALL ALSO APPLY TO THE PERPETUAL MAINTENANCE OF ALL REQUIRED NATIVE PLANTING / BEST MANAGEMENT PRACTICES DESIGN IMPROVEMENTS AND ALL DETENTION FACILITIES AND IMPROVEMENTS AS OUTLINED IN HUMMINGBIRD PLACE DUPAGE COUNTY STORMWATER MANAGEMENT PERMIT APPLICATION AUTHORIZED MAY 5, 2021 AS APPROVED AND AMENDED AND PLANS DATED APRIL 12, 2021 AS APPROVED AND AMENDED. THE OWNERS OF LOTS 1 AND 2 SHALL KEEP AN INSPECTION AND MAINTENANCE LOG ON THE PREMISES OF THE STORMWATER MANAGEMENT FACILITY AND BMP DEVICES WHICH THEY SHALL MAKE AVAILABLE TO THE CITY OF WHEATON UPON REQUEST.

THE ABOVE PROVISIONS SHALL RUN WITH THE LAND AND BE BINDING ON ALL SUCCESSOR'S ASSIGNS, AND GRANTEES OF LOTS 1 AND 2.

INGRESS EGRESS EASEMENT

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS IS HEREBY GRANTED TO LOT 1 OVER AND ACROSS THE PORTIONS OF LOT 2 AS MARKED AND IDENTIFIED AS "INGRESS EGRESS EASEMENT" ON THIS PLAT.

THE OWNER(S) OF LOT 2 SHALL, AT ITS/THEIR SOLE EXPENSE, KEEP AND MAINTAIN THE "INGRESS EGRESS EASEMENT" IN GOOD ORDER AND REPAIR, AND IMPROVED WITH CONTINUOUS IMPERVIOUS MATERIAL (SUCH AS CONCRETE OR ASPHALT) OF SUFFICIENT BEARING STRENGTH SO AS TO ACCOMMODATE VEHICLE TRAFFIC.

NO OBSTRUCTIONS OR BARRIERS SHALL BE ERECTED ON OR ABOUT THE "INGRESS EGRESS EASEMENT" IN ESTABLISHING AND/OR MAINTAINING THE GRADE LEVEL OF THE IMPERVIOUS SURFACE OF THE "INGRESS EGRESS EASEMENT" AREA. THE OWNER(S) OF LOT 2 SHALL COOPERATE WITH THE RESPECTIVE OWNER(S) OF LOT 1 TO PROVIDE REASONABLY CONSISTENT GRADE LEVEL SO AS TO PERMIT UNOBSTRUCTED VEHICLE MOVEMENTS AND CONSISTENT MAINTENANCE. FOR THE PURPOSES OF THE "INGRESS EGRESS EASEMENT", MAINTENANCE SHALL BE DEEMED TO INCLUDE (BUT NOT LIMITED TO) THE REPAIR OF POTHOLES AND CRACKS, KEEPING THE SURFACE OF THE EASEMENT AREA FREE OF SNOW AND ICE, AND PROVIDING SURFACE STRIPING FOR THE COORDINATED MOVEMENT AND CIRCULATION OF VEHICLES THROUGH THE EASEMENT AREA.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
ILLINOIS BELL TELEPHONE COMPANY DBA
AT&T, GRANTEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E" (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E" (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACES", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DEKALB)

I, RUDY P. DIXON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003832, DO HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNER, HEREOF, I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY.

LOTS 1 AND LOT 2 IN COMMONWEALTH EDISON COMPANY DCW 340 ASSESSMENT PLAT OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 2002 AS DOCUMENT R2002-208303 IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION WHICH WAS PREPARED IN COMPLIANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED AND SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE CITY OF WHEATON, DUPAGE COUNTY, ILLINOIS, AND THAT THIS SITE APPEARS TO BE SITUATED IN "ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED IN THE FLOOD INSURANCE RATE MAP NO. 17043C0132J AND 17043C0134J BOTH WITH AN EFFECTIVE DATE OF AUGUST 1, 2019, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ 2021.

RUDY P. DIXON
035-003832
SYCAMORE
ILLINOIS

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003832
ALL LICENSES EXPIRE NOVEMBER 30, 2022
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

REGIONAL LAND SERVICES
270 VIDA COURT
SYCAMORE, ILLINOIS 60178
PHONE: (618) 559-2260

ENGINEER
WBK engineering
WBK ENGINEERING, LLC
115 WEST MAIN STREET, SUITE 201
ST. CHARLES, ILLINOIS 60174
(630) 443-7755

SURVEYORS NOTES:

5	PER COUNTY COMMENTS	05/31/21	
4	PER COUNTY DOT COMMENTS	05/31/21	
3	PER CITY COMMENTS	05/04/21	
2	PER CITY COMMENTS	04/15/21	
1	PER CITY COMMENTS	03/26/21	
NO.	REVISION	DATE	

PROJECT MANAGER: RUDY
DATE: 1/21/2021
SCALE: 1" = 30'
DRAWN BY: RUDY
DATE: 1/21/2021
DESIGNED BY: JOHN WITTE, P.E.
DATE: 6/30/2020
DRAWING NAME: VACANT LOT 1 AND 2 WHEATON.DWG

SHEET 2 OF 2
DATE: 1/21/2021

HUMMINGBIRD PLACE

DEVELOPMENT / SUBDIVISION IMPROVEMENT

AGREEMENT

THIS AGREEMENT made and entered into this 9TH day of July, 2021 by and between the **City of Wheaton**, an Illinois Municipal Corporation, and having its office at 303 West Wesley Street, Wheaton, Illinois hereinafter called "**City**" and Barbara L. Petrey as Trustee Barbara L. Petrey Revocable Trust 50% and Daniel R. Petrey as Trustee Daniel R. Petrey Revocable Trust 50% hereinafter referred to as "**Developer**".

WITNESSTH:

WHEREAS, the property consists of two lots of record pursuant to the Commonwealth Edison Company DCW 340 Assessment Plat recorded in DuPage County as document no. 2002-208303 (the "Assessment Plat") and as legally described as follows (the "Property"):

Lots 1 and Lot 2 in Commonwealth Edison Company DCW 340 assessment plat of that part of the southeast quarter of section 19, township 39 north, range 10 east of the third principal meridian, according to the plat thereof recorded August 13, 2002 as document R2002-208303 in DuPage County, Illinois.

WHEREAS, Commonwealth Edison company, an Illinois corporation ("ComEd") is the record owner of approximately 0.154 acres as depicted on the Assessment Plat as "Lot 1" ("ComEd Parcel");

WHEREAS, Barbara L. Petrey as Trustee Barbara L. Petrey Revocable Trust 50% and Daniel R. Petrey as Trustee Daniel R. Petrey Revocable Trust 50% ("Petrey") are the owners of approximately 1.869 acres as depicted on the Assessment Plat as "Lot 2" ("Petrey Parcel");

WHEREAS, the Petreys sought to subdivide the Petrey Parcel into two (2) lots and the City required the ComEd Parcel be part of said subdivision;

WHEREAS, the Petreys hired Mathieson House, LLC, an Illinois limited liability company d/b/a M House ("M House") to construct two (2) new custom homes on the subdivided Petrey Parcel;

WHEREAS, with the consent of Petrey and ComEd, M House submitted a final plat for a subdivision of the Property by Plat of subdivision approved by the Corporate Authorities of the City by Resolution Number R-2021-__ on date August 16th, 2021; and

WHEREAS, the City has approved said subdivision plat strictly subject to the completion of the public and required improvements in accordance with its ordinances, resolutions, good engineering practices, and this Agreement, and as a condition to the issuance of occupancy permits for any buildings to be constructed on the property.

NOW THEREFORE, City and Developer agree as follows:

REQUIRED IMPROVEMENTS

1. The Developer at its sole cost and expense shall furnish all necessary materials, labor, and equipment to construct and complete the public improvements, stormwater management improvements,

and other required improvements, collectively hereinafter "**Required Improvements**", in conformance with the Subdivision Control Ordinance of the City of Wheaton (Chapter 62 of the Wheaton City Code), this Agreement, good engineering practices, and any other requirements as may be set forth in ordinances or resolutions approving the subdivision. The Required Improvements shall include: survey monuments, sanitary services, storm sewer mains and services, water services, sidewalks, parkway trees, parkway landscaping, approved grading, including inspection, testing, construction supervision and final engineering record drawings. All the Required Improvements shall be in accordance with the standards, specifications, and requirements of the City of Wheaton. Such Required Improvements are purportedly indicated by the plans and specifications approved by the City of Wheaton, shown on Exhibit A attached hereto, which exhibit has been prepared by WBK Engineering, LLC, who are registered professional engineers. Any Required Improvement required by ordinance, resolution or this Agreement, but omitted from Exhibit A, shall be constructed and completed as required. All public or private utility lines and services to be placed under the street shall be installed prior to paving.

DEVELOPMENT SECURITY FOR REQUIRED IMPROVEMENTS

2. Attached hereto and incorporated herein as if fully set forth as Exhibit B, is an executed contract between the Developer and a contractor, or a complete cost estimate prepared by a professional engineer, for the construction and completion of the Required Improvements. Prior to the execution of this Agreement, the Developer shall deposit: a) in a cash escrow (Exhibit "C") an amount equal to One hundred ten percent (110%) of the total of the contract amounts required to pay for the Required Improvements; or, b) 125% of the engineer's cost estimate for the Required Improvements, including all final lot staking, survey monuments, by irrevocable letter of credit or cash. A cash escrow deposit may be held by the City or a third party escrow agent, **Insert title company Name Here** to be disbursed with the joint written order of the Director of Engineering and Rosanova & Whitaker, Ltd., agent for the Developer, for the sole purpose of paying for the Required Improvements. Any third party escrow agent, as well as the terms of any escrow agreement, shall be subject to the reasonable approval of the City attorney. Until said cash

escrow (Exhibit "C") or letter of credit is established this agreement shall be ineffective and no permits shall issue. Any escrow agent shall be deemed a party to this Agreement.

Any letter of credit posted to guarantee the Required Improvements shall be subject to the approval of the City Attorney and Director of Engineering, with the City being the sole beneficiary of the letter of credit for purposes of constructing and completing the Required Improvements. Any amounts drawn by the City from the escrow or letter of credit, exceeding the cost of the Required Improvements, shall be returned: in the case of a cash escrow exclusively to the Developer in the case of a cash escrow held by the City; exclusively to the escrow agent in the case of a third party escrow; or in the case of the letter of credit exclusively to the issuer.

CONSTRUCTION OBSERVATIONS

3. All work on the Required Improvements shall be subject to periodic observations by the Director of Engineering or his designated representative during the course of construction. The Director of Engineering or his designated representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Developer as necessary in order to make his observations. The Director of Engineering or his designated representative is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Required Improvements and their construction. The observations provided for in this section are not intended to supplement, modify, or eliminate the responsibility of the developer to use and provide, at his own expense, professional engineering and inspection services of a private consulting engineer or firm.

OBSERVATION FEES

4. The Developer shall pay the City a fee representing 2% of the total cost of the Required Improvements as a plan review and construction observation fee, as required by Ordinance. Payment shall be made within ten (10) days of the execution of this Agreement.

INSURANCE

5. Prior to commencement of any work provided for herein, the Developer and its contractors shall furnish the City with certificates of insurance providing for workmen's compensation and

commercial liability insurance, including occupational disease coverage and comprehensive liability to cover said work as follows:

(a) Workmen's compensation (statutory limits)

(b) Comprehensive Commercial liability coverage, by one or more policies, with combined limits of 1,000,000/ 3,000,000, including collapse and explosion coverage.

(c) Vehicle liability coverage with limits of $500,000/ 1,000,000.

(d) Minimum liability coverage of One Hundred Thousand ($100,000) Dollars for property damage.

The foregoing coverages shall be the required minimums.

Except for the Workmen's Compensation coverage, all certificates of insurance shall name the City as an additionally insured with respect to the provisions of said policy related to the Required Improvements. All policies of insurance shall be occurrence polices. Claims made policies are unacceptable. All policies shall be primary and no policy shall require contribution from the City's insurance. All carriers providing insurance shall be authorized to do business in the State of Illinois and shall be subject to the reasonable approval of the City Attorney. Certificates of insurance for the foregoing coverage shall be filed with the Director of Engineering prior to the issuance of any permits.

In addition, by its execution of this Agreement, the Developer hereby agrees to the greatest extent allowable under Illinois law to defend, indemnify and hold harmless the City, its elected and appointed officials and employees, agents and assigns and each of them, against any and all claims, actions, losses, damages, attorney's fees or expenses which they may sustain or become liable for on account of injury or death of persons, or damage to or destruction of property resulting from acts or omissions in the performance of work related to the Required Improvements by the Developer or his contractors or any employee or subcontractor of any of them, or by the City its agents or employees in furtherance of construction of the Required Improvements , or due to the condition of the premises or other property of the Developer upon, about, or in connection with which any work incident to the performance of the terms of this Agreement.

ACCEPTANCE AND GUARANTEE

6. The Developer guarantees that the design, workmanship and material furnished in the Required Improvements will be designed, furnished and performed in accordance with well-known established practice and standards recognized by professional engineers and in the construction trades. All such Required Improvements shall be new and of the best grade of their respective kinds for the purpose. All materials and workmanship will be guaranteed by the Developer and his escrow agent for a period of one year from the date of final acceptance by the City, except for those projects which contain special environmental management areas, such as wetlands and/or floodplains, or naturalized detention facilities that may contain longer guarantee periods as stipulated by the appropriate ordinance or permitting agency.

Prior to requesting final acceptance, the Developer shall provide the City with documentation and certification prepared by the Developer's registered design professional that the Required Improvements material and work meets the plans and specifications. The Developer shall cause its registered design professional to correct the drawings to show work as constructed, including stormwater detention volume summaries, and shall deliver a set of record drawings to the City. The City shall then inspect the Required Improvements and provide a list of deficiencies to the Developer.

The Developer shall cause all deficiencies to be repaired and/or corrected within 60 days of receipt of the list of deficiencies or the City shall have the right to make or cause the repairs to be made and draw on the Irrevocable Letter of Credit, described in Paragraph 2 of this Agreement, to insure compliance with this Agreement. Failure to complete the deficiencies within 60 days may also require a re-inspection by the City at the Developer's expense. Any re-inspections by the City shall be paid for by the Developer based on time and material costs as actually incurred by the City.

The City shall retain ten percent (10%) of the total amount of the development's security for the Required Improvements for one year after final acceptance of the Required Improvements to secure the Developer's guarantee that the workmanship and materials furnished are first class and as above provided, and that the Required Improvements are and will remain in good and sound condition for and during the guarantee period.

The Developer shall make or cause to be made at its own expense, any and all repairs that may become necessary by virtue of this guarantee, and shall leave the Required Improvements in good and sound condition, satisfactory to the Director of Engineering, at the expiration of the guarantee. In said event, and at the expiration of such guarantee period, the amount retained as a guarantee, less any and all necessary expenses which may have been incurred by the City in connection with the maintenance of the Required Improvements, shall be paid over, or released as the case may be, in conformance with Paragraph 2 of this Agreement.

Further, if during said guarantee period, the improvement shall in the opinion of the Director of Engineering, require any repairs or renewals, the Developer shall upon notification by the Director of Engineering of necessity for such repair or renewals make such repairs or renewals, at its own cost and expense. Should the Developer fail to make such repairs, renewals, within a reasonable time after notification as herein provided, the City may cause such work to be done, either by contract or otherwise, and the entire cost and expense thereof shall be paid and deducted from the amount retained as a guarantee. Should such cost and expense exceed the amount retained or remaining in the guarantee fund, the Developer shall pay such amount of excess to the City.

TIME LIMIT

7. The Developer shall cause said Required Improvements as herein described to be completed within five (5) years of the date of recording the final plat. If the required improvements are not completed within the time prescribed herein, then the City shall have the right, but not the obligation to complete said Required Improvements in whole or in part as determined by the City, and draw on the letter of credit as provided in Paragraph 2 of this Agreement, to cover the expenses incurred by the City to complete the Required Improvements.

ORDINANCES

8. Notwithstanding this Improvement Agreement, in the event a valid ordinance of the City was overlooked at the date hereof, the Developer upon notice from the City and prior to acceptance of the subdivision shall install or perform the improvement or work so required. Further, any law or ordinance

which shall be passed after the date of this Agreement, which is a law or ordinance directed to the health, safety or welfare of the public, shall apply to the Property as of the effective date of said law or ordinance.

LIEN WAIVERS

9. The Developer shall furnish the City with a contractor's affidavit and lien waivers showing all subcontractors and material suppliers and all persons who have done work, or have furnished material under this Agreement, and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid.

OCCUPANCY PERMITS

10. It is agreed that no occupancy permits shall be issued for any building in said subdivision until all Required Improvements required by this Agreement have been completed, except for final road surface course and parkway trees. Parkway trees shall be installed within six months from the issuance of an occupancy permit, as weather permits.

MAINTENANCE

11. The Developer shall be responsible for the maintenance of the required improvements until such time as they are accepted by the City. This maintenance shall include routine maintenance such as snow removal, pruning and watering of parkway trees, landscaping and street sweeping as well as emergency maintenance such as sewer blockages. If the Developer requests and the City elects, at the time of the execution of this Agreement, to have the City perform this maintenance, the Developer hereby agree to reimburse the City its cost for the performance of this maintenance upon the receipt of an invoice from the City setting forth said expense of the City. Any payments not made pursuant to this requirement may be taken by the City, in its sole discretion, from the security posted in accordance with Paragraph 2 of this Agreement. If a deduction taken by the City from the security results in a shortfall of the required amount of the security the Developer shall replenish the security in the amount of the deficiency within seven calendar days of the City's request. Any failure of the Developer to replenish the security within seven days of the City's request shall constitute a material breach of this Agreement authorizing the City to assert control over the deposited security.

TEMPORARY CONSTRUCTION EASEMENT

12. The Developer, by execution of this Agreement, grants the City a temporary easement which authorizes, but does not obligate, the City to access the Property to perform or complete any act or work the Director of Engineering is required to do by the Stormwater Management Certification or applicable ordinances which may include; (i) the construction of any Required Improvements; (ii) restoration and/or Mitigation of natural areas, Wetlands and Buffers; (iii) installation and Maintenance of soil erosion control; (iv) planting or removal of vegetation; and (v) any other maintenance or monitoring. The term for such easements shall be of sufficient duration as necessary to allow the City to perform and satisfactorily complete any activity or work for which the Developer/certificate holder has posted security under this Agreement; however, such term shall not exceed final acceptance of the subdivision by the City.

BINDING EFFECT

13. This Agreement shall be binding upon all parties, their successors and assigns and grantees.

INTEGRATION

14. This Agreement cancels and supersedes any agreements heretofore entered into between the parties which are in conflict with the provision hereof. All aspects of the parties' negotiations related to this Agreement are fully integrated herein and there are no other understandings or agreements, oral or written, related to the provisions of this Agreement or any ordinances or resolutions adopted in conjunction herewith.

AMENDMENTS

15. Any amendments to this Agreement requested by the developer, shall be in writing and approved by the City. City Ordinance provisions in effect at the time of the request for an amendment shall apply.

NO THIRD PARTY BENEFICIARIES

16. There are no third party beneficiaries of this Agreement.

CITY'S LITIGATION EXPENSES

17. Should the Developer bring any claim or litigation against the City or any of its employees in their professional or personal capacity in consequence of this Agreement, or should the City bring any action to enforce all or any portion of this Agreement, and should the Developer lose all or a portion of said litigation, the Developer shall reimburse the City or its employees their reasonable attorneys fees, expert witness fees and costs: in the full amount if it loses the whole of the litigation or; in a case where it loses a portion of the litigation those reasonable attorneys fees, expert witness fees and costs attributable to that portion of the litigation.

EXCLUSIVE JURISDICTION

18. Exclusive jurisdiction for any litigation related to this Agreement shall be in the 18th Judicial Court, DuPage County, Illinois.

(Signatures are on following page of Agreement)

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its Mayor and attested by its Clerk and the Developer has executed this agreement, all as of the date first above written.

CITY OF WHEATON, an Illinois
Municipal Corporation

BY _____
Mayor

ATTEST:

_____
City Clerk

DEVELOPER:

_____
BY

_____
BY

ATTEST: