

PROPERTY ADDRESS:
610 N. SLEIGHT STREET
NAPERVILLE, IL 60563

P.I.N.
08-18-123-034

RETURN TO:
CITY OF NAPERVILLE
CITY CLERK'S OFFICE
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540

**OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT
FOR WALDRON RESUBDIVISION**

This Owner's Acknowledgement and Acceptance Agreement for Waldron Resubdivision ("**Agreement**") located at 610 N. Sleight Street, Naperville, IL 60563, is entered into by and between the City of Naperville, a home rule unit of local government under the Constitution and laws of the State of Illinois ("**City**" or "**City of Naperville**"), with an address of 400 South Eagle Street, Naperville, Illinois 60540, and Daniel B. Waldron and Stephanie C. Waldron, Trustees of the Waldron Family 2014 Trust dated May 1, 2014 ("**OWNER AND DEVELOPER**"), with an address of 610 N. Sleight Street, Naperville, IL 60563. The City and the OWNER AND DEVELOPER are together hereinafter referred to as the "**Parties**" and sometimes individually as "**Party**".

RECITALS

A. This Agreement pertains to certain real property located within the corporate limits of the City of Naperville with a common address of 610 N. Sleight Street, Naperville, IL 60563, having parcel identification numbers of 08-18-123-034 (hereinafter referred as the ("**SUBJECT PROPERTY**"). OWNER AND DEVELOPER is the owner of the SUBJECT PROPERTY.

B. The SUBJECT PROPERTY is subject to the terms and conditions set forth in the following ordinances ("**Waldron Resubdivision Ordinances**"), approved for the SUBJECT PROPERTY by the Naperville City Council on November 17, 2020:

Ordinance 20-____ An ordinance approving a preliminary/final plat of subdivision for Waldron Resubdivision and the Owner's Acknowledgement and Acceptance.

Ordinance 20-____ An ordinance granting a temporary use to permit existing improvements to remain on Lot 1 of Waldron Resubdivision ("**Temporary Use Ordinance**")

Ordinance 20-_____ An ordinance approving a variance to Section 6-6A-6 of the Naperville Municipal Code to reduce the required minimum lot width for the Waldron Resubdivision.

C. OWNER AND DEVELOPER has petitioned the City for approval of a Preliminary/Final Plat of Subdivision for the Waldron Resubdivision (“**Subdivision Plat**”) in order to subdivide the SUBJECT PROPERTY into two (2) single-family residential lots.

D. By entering into this Agreement, the City is acting pursuant to its home rule authority under the Constitution and laws of the State of Illinois.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. **Recitals Incorporated.** The foregoing Recitals are incorporated herein as though fully set forth in this Section 1.
2. **Ongoing Compliance.** In the development and operation of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall be subject to and shall fulfill all conditions set forth or referenced herein associated with the SUBJECT PROPERTY, including but not limited to: (i) the terms of this Agreement; (ii) the provisions of the Naperville Municipal Code, as amended from time to time; and (iii) all ordinances and resolutions passed or adopted by the Naperville City Council related to the SUBJECT PROPERTY, including but not limited to the Waldron Resubdivision Ordinances.
3. **Removal and Retention of Existing Structures.**
 - 3.1 **Lot 1.** Subject to the provisions of the Waldron Resubdivision Ordinances, OWNER AND DEVELOPER was granted a temporary use to allow an existing fireplace, sections of existing brick walls and columns, a portion of the existing driveway, and the adjacent driveway apron thereto (“**Remaining Improvements**”) to remain on Lot 1 of the Waldron Resubdivision for a period of two (2) years from the date of Council approval of the Temporary Use Ordinance. Said Remaining Improvements are depicted on the Site Plan prepared by Professional Land Surveying, Inc., dated July 16, 2020, last revised October 16, 2020 (“**Site Plan**”).
 - 3.1.1 OWNER AND DEVELOPER shall remove all other existing structures on Lot 1 of the SUBJECT PROPERTY, not depicted on the Site Plan, prior to recordation of the Subdivision Plat. At the end of the two-year timeframe permitted by the Temporary Use Ordinance, OWNER AND DEVELOPER shall either remove the Remaining Improvements on Lot 1 or shall bring the Remaining Improvements into compliance with the Naperville Municipal Code,

as amended from time to time, by virtue of construction of a principal structure on Lot 1. As noted in Section 8.1, these obligations shall be binding upon any future owners of Lot 1.

3.1.2 No parking shall be permitted on the driveway portion of the Remaining Improvements on Lot 1 during the two-year timeframe permitted by the Temporary Use Ordinance.

3.1.3 OWNER AND DEVELOPER shall enter into an encroachment agreement with the CITY in a form approved by the City Attorney if, after the expiration of the temporary use, any of the Remaining Improvements are located within the Public Utility and Drainage Easement granted by the OWNER AND DEVELOPER on the Subdivision Plat. Said encroachment agreement shall be fully executed prior to issuance of any building permit for Lot 1.

3.1.4 Prior to any conveyance of Lot 1, OWNER AND DEVELOPER shall give written notification to the purchaser regarding the requirements of this Section 3 including but not limited to the owner's obligation to remove the Remaining Improvements as set forth herein. Such notice shall include a statement to the effect that an ordinance violation may be filed against the owner of Lot 1 for each day that a violation of the requirements set forth herein continues. The CITY's Zoning Administrator shall be provided a copy of said notice and the date, manner, and to whom such notification was given.

3.2 **Lot 2.** OWNER AND DEVELOPER shall remove a portion of the existing driveway on Lot 2 of the SUBJECT PROPERTY prior to recordation of the Subdivision Plat so that the driveway is set back at a distance of 0.6 feet from the interior side lot line.

4. **School Donation:** OWNER AND DEVELOPER agrees to abide by the school donation provisions set forth in Section 7-3-5 (Dedication of Park Lands and School Sites or for Payments of Fees in Lieu of) of the Naperville Municipal Code, as amended from time to time. Further, OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required school donation pursuant to the "Per Permit Payment" provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code. Said Per Permit Payment shall be calculated based on the school donation table set forth in Section 7-3-5 of the Naperville Municipal Code in effect at the time of the building permit issuance and shall be made prior to issuance of the building permit. Payment of the required school donation shall not be paid under protest, or otherwise objected to. In accord with the Per Permit Payment provisions of the Naperville Municipal Code, no credit shall be given for the residence currently located on Lot 2.

5. **Park Donation:** OWNER AND DEVELOPER agrees to abide by the park donation provisions set forth in Section 7-3-5 (Dedication of Park Lands and School Sites or for Payments of Fees in Lieu of) of the Naperville Municipal Code, as amended from time to time. Further, OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required park donation pursuant to the "Per Permit Payment" provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code. Said Per Permit Payment shall be calculated based on the park donation table set forth in Section 7-3-5 of the Naperville Municipal Code in effect at the time of the building permit issuance and shall be made prior to issuance of the building permit. Payment of the required park donation shall not be paid under protest, or otherwise objected to. In accord with the Per Permit Payment provisions of the Naperville Municipal Code, no credit shall be given for the residence currently located on Lot 2.

6. **Fees Due.** OWNER AND DEVELOPER shall pay all fees (which fees shall not be paid under protest or otherwise objected to) set forth herein and required by the Naperville Municipal Code as amended from time to time, including but not limited to the following:
 - 6.1 **Infrastructure Availability Charges and User Fees.** Upon a request for connection and service to the City's water or sanitary system, OWNER AND DEVELOPER shall pay for all infrastructure availability charges and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.

 - 6.2 **Facility Installation Charges and User Fees.** Upon a request for connection and service to the City of Naperville electric system, the OWNER AND DEVELOPER shall pay for all Facility Installation Charges (FIC) and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.

7. **Building Permits.** No building permits shall be issued for the SUBJECT PROPERTY, or any portion thereof, until the Preliminary/Final Subdivision Plat has been recorded and until the City has determined that sufficient improvements have been installed and are functioning to protect the health, safety, and welfare of the public.

8. **General Conditions.**
 - 8.1 **Binding Effect.** City and OWNER AND DEVELOPER acknowledge and agree that the terms contained herein shall be binding upon and inure to the benefit of the City and the OWNER AND DEVELOPER and their respective successors, assigns, and transferees, and any subsidiary, affiliate or parent of the OWNER AND DEVELOPER.

- 8.2 **Severability.** It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.
- 8.3 **Amendment.** The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.
- 8.4 **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party.
- 8.5 **Choice of Law and Venue.** This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- 8.6 **Ambiguity.** 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.
- 8.7 **Recordation.** This Agreement will be recorded by the City with the office of the DuPage County Recorder.
- 8.8 **Term.** This Agreement shall be effective upon the Effective Date set forth in Section 10.13 hereof and shall terminate, without further action by either Party, upon the later of ten (10) years from the Effective Date or issuance of all final certificates of occupancy for the SUBJECT PROPERTY.
- 8.9 **Automatic Expiration.** If the final plat of subdivision for the SUBJECT PROPERTY is not recorded within five (5) years of the date of approval of the ordinance approving the final plat of subdivision and this Agreement by the City Council, the final plat of subdivision and this Agreement shall automatically lapse and become null and void without further action by the City.
- 8.10 **Survival.** The terms and conditions set forth in the following paragraphs of this Agreement shall survive the expiration or termination of this Agreement: 1 through 7 and 8.1, 8.2, 8.5, and 8.6.
- 8.11 **Authority to Execute/OWNER AND DEVELOPER.** The undersigned warrants that he/she is the OWNER AND DEVELOPER of the SUBJECT PROPERTY, or is the duly authorized representative of the OWNER AND


DEVELOPER of the SUBJECT PROPERTY in the case of a corporation, partnership, trust, or similar ownership form which owns the SUBJECT PROPERTY and that the undersigned has full power and authority to sign this document and voluntarily agrees to the provisions set forth herein.

- 8.12 **Authority to Execute/City.** The undersigned City Manager warrants that he has been directed to, and has the authority to, execute this Agreement. The undersigned City Clerk warrants that she has been directed to, and has the authority to, attest the signature of the City Manager on this Agreement.
- 8.13 **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date upon which it is fully executed by both Parties hereto.

/SIGNATURES ON FOLLOWING PAGES/

OWNER AND DEVELOPER:

Daniel B. Waldron, Trustee of the Waldron Family 2014 Trust dated May 1, 2014

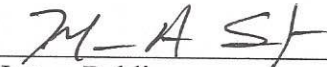

[Signature]

DANIEL B. WALDRON
[Printed name]

TRUSTEE OF THE WALDRON FAMILY 2014 TRUST DATED MAY 1, 2014
[Title]

State of Illinois)
) ss
County of DuPage)

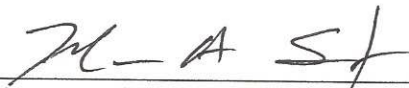
The foregoing instrument was acknowledged before me by Daniel B Waldron
this 3 day of November 2020.


Notary Public

Matthew A Serafini
Print Name

Given under my hand and official seal this 3 day of November, 2020.




Notary Public
My Commission Expires: 5.7.2022

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST:

By: _____
Pam Gallahue, Ph.D.
City Clerk

Date: _____