

## SITE DEVELOPMENT AND ESCROW AGREEMENT

THIS SITE DEVELOPMENT AND ESCROW AGREEMENT (this “**Agreement**”), dated as of \_\_\_\_\_, 2025 (the “**Effective Date**”), is made by and among **LTF REAL ESTATE COMPANY, INC.**, a Minnesota corporation registered to transact business in the State of Illinois, (“**LTF**”) and the **CITY OF NAPERVILLE**, an Illinois Municipal Corporation and home rule unit of local government under the laws and Constitution of the State of Illinois (the “**City**”).

### BACKGROUND:

A. The City owns those certain parcels of land located in the City of Naperville, Illinois, designated as Lot 2 and Lot 3 on the Final Plat of Naperville – South Forty Lots 4, 5, 6 and 7 Resubdivision (hereinafter the “**Final Plat of Resubdivision**”) attached hereto as **Exhibit A** (the “**City Parcels**”). The City Parcels are also referenced separately herein as “**City Lot 2**” and “**City Lot 3**”.

B. The City also owns two parcels of land located east of Tower Court in the City of Naperville, Illinois having common addresses of 2808 103<sup>rd</sup> Street, Naperville, IL 60564 and 2812 103<sup>rd</sup> Street, Naperville, IL 60564 (depicted as Lots 1 and 2 of the Preliminary/Final Plat of Subdivision Naperville South Forty Subdivision recorded with the Will County Recorder as Document No. R2007-166808) (the “**Additional City Parcels**”);

C. LTF owns that certain parcel of land located in the City of Naperville, Illinois designated as Lot 1 on the Final Plat attached hereto as **Exhibit A** (the “**LTF Parcel**”).

D. The City owns that certain parcel of land located in the City of Naperville, Illinois designated as Outlot A on the Final Plat of Resubdivision attached hereto as **Exhibit A** (“**Outlot A**”)

E. The LTF Parcel, City Parcels, the Additional City Parcels, and Outlot A are referred to collectively as the “**Property**.”

F. The City and LTF are referred to herein individually as an “**Owner**” and together as the “**Owners**” and are sometimes referred to individually herein as “**Party**” and together as “**Parties**.”

G. LTF intends to develop the LTF Parcel into a Life Time Athletic health club.

H. The City intends to convey City Lot 3 to Tower Court Naperville, LLC (“**TCN**”) for a development for affordable housing for seniors and individuals with intellectual or developmental disabilities subject to project approval and funding being sought by TCN. The City will be responsible for the obligations set forth herein related to the City Parcels and the Additional City Parcels until such time that part or all of the City Parcels or Additional City Parcels are conveyed by the City to TCN or to any other entity (the “**Future City Parcel Owner**” or “**Future City Parcel Owners**”).

I. Owners intend to use Outlot A and a portion of City Lot 2 for the Stormwater

Management System described herein which will provide stormwater detention for City Lot 1, City Lot 2, City Lot 3, Outlot A, and the Additional City Parcels.

J. Upon conveyance of any portion of the LTF Parcel, the City Parcels, or the Additional City Parcels to another entity, said entity shall be subject to the terms of this Agreement and shall be deemed an “Owner” hereunder.

K. The Owners desire to coordinate the performance of certain site work prior to construction of the intended improvements on the City Parcels and the LTF Parcel.

L. Engineering Plans for the City Parcels and the LTF Parcel are attached hereto as **Exhibit B** and made a part hereof for all purposes (the “**Plans and Specs**”). A depiction of the Stormwater Management System facilities, including utilities, and a shared access drive (defined herein as the “North-South Driveway”), indicating responsibility for costs therefor (the “**Depiction of Work Components and Joint and Separate Obligations**”), is set forth on **Exhibit C** attached hereto and made part hereof.

M. The obligations set forth herein run with the LTF Parcel, the City Parcels, and Outlot A, and are covenants running with the land that are binding upon successors, assigns, and transferees of the City and LTF.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners and, where applicable Escrow Agent (as defined below), hereby agree as follows:

1. **Plans, Specifications and Work/Application of Prevailing Wage Act.**

(a) The first of the Owners to both (i) obtain all necessary permits and approvals for the construction of the intended improvements on such Owner’s parcel, and (ii) notify the other Owners in writing (“**Notice to Proceed with Work**”) that such Owner wishes to proceed with the construction of the intended improvements on such Owner’s parcel (the “**Work Party**”) shall perform the following site work (the “**Work**”) unless one of the other Owners objects in writing within ten (10) calendar days of receipt of such Notice to Proceed which objection shall be provided to all other owners (the “**Objection Period**”). If an Owner objects to the Owner providing the Notice to Proceed with Work, then the Owners will work together to determine which Owner will proceed as the Work Party and such Work Party must be identified no later than thirty (30) days after the Notice to Proceed with Work is given. If the Owners cannot agree during such time period, then the original Notice to Proceed will be deemed valid and such Owner will be the Work Party. Further, the Owners acknowledge and agree that one or more components of the Work shall be performed by contractors engaged by the Work Party.

The Work includes the following components which shall be performed as set forth and more particularly described in the Plans and Specs and the Depiction of Work Components and Joint and Separate Obligations:

- i. Mass grading of the City Parcels and the LTF Parcel and installation of erosion sediment control;

- ii. Construction of the shared storm water pond and related facilities pursuant to approved engineering;
- iii. Installation of the utilities which will benefit the owners of the LTF Parcel and the City Parcels (e.g. pump station and outlet storm sewer). The outlet storm sewer utility will be located in part on Outlot A and on a portion of Lot 2 of the City Parcels; and
- iv. Construction of the north-south shared access drive to be located on that portion of the City Parcels from the entrance of Illinois Route 59 to the LFT Parcel (hereinafter the “**North-South Driveway**”). The cost of installation of the North-South Driveway shall be shared equally between LTF and the City. Notwithstanding anything to the contrary herein, a Future City Parcel Owner of City Lot 3 shall not be obligated to pay to the City any portion of the City’s cost related to the North-South Driveway.

The facilities and utilities described in Subsections 1(a)(ii) and (iii) above are together referenced as the “**Stormwater Management System**”.

(b) LTF has engaged an engineering firm (the “**Project Engineer**”) to prepare the Plans and Specs and estimate the cost of the Work. The estimated cost of the Work shall be allocated and shared between the Owners (the costs of such design and construction work, the “**Shared Costs**”) as set forth in the Shared Design and Construction Costs **Exhibit D** attached hereto. The allocations set forth on Exhibit D are based upon square footage of the respective LTF Parcel and City Parcels. A Future City Parcel Owner, if any, will become liable for its proportionate share of Shared Costs as set forth in Exhibit D based on the square footage of said future parcel, except as set forth in Subsection 1(a)(iv) above. The storm sewer pipe located in part of City Lot 2 shall not be included in the Shared Costs and shall be the responsibility of the City to maintain and repair.

(c) Upon conveyance of any portion of the City Parcels to one or more Future City Parcel Owners, said entity or entities shall be considered an “Owner” hereunder and subject to the provisions set forth herein. A Future City Parcel Owner will reimburse the City for the share of the costs expended by the City, and to be expended by the City, for the Work provided for herein proportionate to the size of the parcel conveyed to that Future Parcel Owner, except as set forth in Subsection 1(a)(iv) above.

(d) If any material changes to the Plans and Specs or the Work are needed, then the Owner requesting such change will deliver to the other Owners the proposed revisions to the Plans and Specs or the Work (as applicable), setting forth the reason therefor and the maximum anticipated increase in cost, if any, as evidenced by a bid or documentation that supports said increase, for such other Owners’ review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. If an Owner does not respond to such request within seven (7) business days after receipt of such request, the requesting Owner shall deliver to the non-responding Owner a second notice with the following

written thereon in bold type: “SECOND NOTICE OF REQUEST FOR CONSENT TO CHANGE TO PLANS AND SPECIFICATIONS: IF OWNER DOES NOT RESPOND WITHIN THREE (3) BUSINESS DAYS, SUCH CHANGE SHALL BE DEEMED TO HAVE BEEN APPROVED.” Failure by the approving Owner to approve or disapprove the proposed revisions to the Plans and Specs or the Work (as applicable) within three (3) business days of receipt of the second notice will be deemed approval of such plans. Any disapproval must be in writing and include specific items that are not acceptable.

In addition, the Owner requesting a change to the Plans and Specs or to the Work which said Owner deems not to be “material” shall provide written advance notification thereof to the other Owner(s) of such requested change and the reason therefor. Such notice may be given by electronic mail. If another Owner believes that such change is material, it shall provide written notice to the Owner requesting the change within three (3) business days after receipt of the notice of the proposed change, in which event the above procedures regarding material changes shall apply.

(e) If any material changes are made to the Plans and Specs or the Work, which changes have been approved as set forth above, that result in any increase in the cost of the Work as approved by the Owners, then the Owners will promptly deposit with Escrow Agent in good and sufficient funds the estimated amount of such additional costs as Shared Costs (in the percentage shares shown on **Exhibit D**) and as part of the Escrowed Funds (defined below). Notwithstanding the foregoing, if material changes benefit only one Owner, or if the relative benefits to the Owners do not correspond to the percentage shares shown on **Exhibit D**, then the costs of the material changes shall be allocated, as applicable, to the one Owner, or to all Owners as agreed among the Owners. If any revisions are made to the Plans and Specs or the Work that result in any extension of the Schedule shown on **Exhibit E** to complete the Work and such delay materially impairs the progress of the improvements being constructed (or to be constructed) on the City Parcels or the LTF Parcel, then the Parties shall use good faith efforts to agree upon a plan and coordination with respect to such delay prior to approval of the changes to the Plans and Specs, the Schedule, or the Work.

(f) The Work described herein constitutes a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq. (the “Act”). The Work Party shall require all contractors and subcontractors performing said Work to comply with the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, as to determine if rates have been revised from time to time, contractors and subcontractors shall refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.htm> (or such other section of the IDOL website where that information may be located or referenced).

2. **Development Cooperation and Temporary Construction Easements.**

(a) Each Owner shall in good faith cooperate with the others, as reasonably necessary, to facilitate the Work, including, without limitation, location of construction fencing and the design of signage thereon.

(b) Subject to the insurance requirements and defense and indemnification provisions set forth herein, each Owner hereby grants to the Work Party and its general contractor as necessary (and to any successor Work Party) a temporary construction easement under, upon, over, and across their respective parcels of the Property to perform the Work described herein (“**Temporary Construction Easement**”).

During performance of the Work, the Temporary Construction Easement provided for herein grants to the Work Party, and/or its general contractor, the right to conduct pre-construction clearing and to install fencing in connection therewith, and stage and store equipment and materials.

The defense and indemnification provisions set forth in Section 8 and the insurance provisions set forth in Section 9 herein, apply to Work performed pursuant to the grant of a Temporary Construction Easement as set forth in this Section 2(b).

Prior to commencing Work on any portion of the Property, and throughout performance of the Work, the Work Party shall obtain and maintain insurance in accordance with requirements set forth in Section 9 hereof.

The Temporary Construction Easement granted herein will partially terminate with respect to City Lot 3 on July 1, 2025 or such later date agreed upon in writing by the then owner of City Lot 3 and the Work Party, and with respect to the remainder of the Property, including the City Lot 3, upon termination of this Agreement; however, the defense and indemnification provisions shall survive termination of the Temporary Construction Easement. Upon the partial termination on City Lot 3, the Temporary Construction Easement on City Lot 3 will be restricted to only those areas that are fifty (50) feet from the centerline of the stormwater utilities shown on Exhibit C and the southerly fifty (50) feet along the northerly property line of City Lot 3, solely for purposes of the Work Party completing the Stormwater Management System. The Work Party agrees to coordinate with the City Lot 3 Owner and its contractors on the timing of all work that interferes with City Lot 3 Owner’s construction activities on City Lot 3 after July 1, 2025 or such later date that the Temporary Construction Easement is partially terminated with respect to City Lot 3.

3. **Completion of Work.**

(a) The Work Party will use commercially reasonable efforts to cause the Work to be completed no later than those dates related to each component of the Work as specified on the Schedule attached hereto as **Exhibit E** and incorporated herein (each such date, an “**Anticipated Completion Date**”), subject to Force Majeure Delays and delays caused by any Owner (other than the Work Party). An Anticipated Completion Date may

be extended by one day for each business day that a Force Majeure Delay exists or a delay is caused by any Owner (other than the Work Party), or its employees, agents, licensees, invitees, tenants, or contractors. The term “**Force Majeure Delays**” means delays or hindrance for causes beyond a Party's reasonable control, including without limitation, delays caused by a labor disputes or troubles, strikes, lockouts, inability to procure materials, failure of power, fuel shortages, accidents, casualties, acts of God, civil disturbances, war, military or usurped power, sabotage, terrorism, inclement weather, and unusual delays in approvals or permits by any governmental or quasi-governmental agency or other third party from whom approvals or permits are required, new governmental restrictions, infectious disease, pandemic, epidemic, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, however said time period will only be extended for the actual amount of time said party is so delayed. In order for the Work Party to be entitled to an extension of an Anticipated Completion Date for Force Majeure Delay or a delay caused by another Owner, written notice of the claimed delay must be given to the other Owners within ten (10) business days of the discovery by the Work Party of the occurrence of the alleged delay accompanied by a detailed description of the grounds therefor.

The Work shall be deemed fully completed (including all punchlist items) upon the delivery and acceptance of a certificate of final completion (“**Certificate of Final Completion**”). When the Work Party believes that all Work and punchlist items have been fully completed, the Work Party shall notify the Project Engineer. If the Project Engineer concurs, then it shall issue a proposed certificate of final completion (“**Proposed Certificate of Final Completion**”). The Project Engineer shall deliver said Proposed Certificate of Final Completion to each of the Owners and to the City of Naperville City Engineer (the “**City Engineer**”). If no Owner objects to or disputes the Proposed Certificate of Final Completion in writing within fifteen (15) days of receipt thereof, said Proposed Certificate of Final Completion shall be deemed the Certificate of Final Completion. Any objection or dispute to issuance of the Proposed Certificate of Final Completion shall be resolved between the Owners, the Project Engineer, and the City Engineer as soon as practicable. In the event a dispute cannot be reconciled within thirty (30) days, the City Engineer shall make the determination as to whether the Proposed Certificate of Final Completion shall be deemed the Certificate of Final Completion, which determination shall be in writing and issued to the other Owners. If the City Engineer determines that the Work is not fully completed, the City Engineer shall include a description of unfinished work in its written determination.

All Work shall be prosecuted in compliance with all applicable laws.

(b) The Work Party agrees to email the Escrow Agent and other Owners at the email address provided below monthly written reports on the progress of the Work.

(c) If the Work Party fails to commence or continue the Work described herein in accordance with the Schedule, or fails to complete a material portion of the Work by the applicable Anticipated Completion Dates set forth in **Exhibit E**, and such failure continues for thirty (30) days after written notice of such failure from any other Owner to the Work Party, then the Owner who provided the notice may assume the role of the Work Party

hereunder, including but not limited to accessing the Escrowed Funds (as Escrowed Funds is defined in Section 4(e) below), and complete such portion of the Work under the terms of this Agreement (“**Take Over Right**”). Said other Owner may exercise its Take Over Right by delivering written notice to the Work Party and Escrow Agent, and any other Owners, confirming that it has exercised its rights under this Section. The original Work Party shall assign to said other Owner or its designee, to the extent assignable, all permits which the Work Party has in connection with the construction of the Work (or the portion of the Work assumed by said other Owner hereunder). Upon receipt of notice of a Take Over Right, the original Work Party shall immediately notify any contractors performing Work to immediately cease performing any further Work. Any amounts owed to a contractor prior to issuance of the Take Over Right shall be eligible for submission for payment by the Escrow Agent pursuant to the terms of the Escrow Agreement. If the Owner exercising the Take Over Right incurs any additional costs to complete the Work as a result of the failure of the original Work Party to complete the Work, the original Work Party shall be solely responsible for such additional costs and shall deposit the same with the Escrow Agent within ten (10) days after written demand therefor. The Owner exercising the Take Over Right shall provide, with its demand, reasonable evidence of the additional costs to the original Work Party.

#### **4. Cost of Work.**

(a) The budget for the Work is attached hereto as **Exhibit D**, setting forth the agreed allocation of Shared Costs between the Owners (collectively, the “**Shared Costs Budget**”). The Shared Costs Budget shall not be amended without the prior written consent of all Owners, such consent not to be unreasonably withheld, delayed or conditioned. In the event that an approved revision or amendment results in an increase to the Shared Costs Budget, within twenty (20) business days after such revision or amendment is approved, each Owner shall deposit additional funds with Escrow Agent in the percentage shares shown on **Exhibit D**. Such additional funds shall be deemed to be part of the Escrowed Funds (as defined below). Upon any such agreed revision of the Shared Costs Budget, the Owners shall amend this Agreement to attach such revised or updated Shared Costs Budget as the replacement for **Exhibit D** to this Agreement. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Escalation and Contingency amounts shown on **Exhibit D** shall be utilized for the Work before the Owners are required to deposit additional funds with Escrow Agent.

(b) Any Shared Cost that is not set forth in the Shared Cost Budget shall be approved by the Owners in writing, which approval shall not be unreasonably withheld, conditioned or delayed, prior to incurring such cost or expense.

(c) Subject to the form of an Escrow Agreement having been agreed upon by the Owners and the Escrow Agent, as Escrow Agent is defined below, within ten (10) business days after the execution of this Agreement, the City shall create an escrow account (“**Escrow Account**”) with Chicago Title and Trust Company (“**Escrow Agent**”).

(d) Within twenty (20) business days after expiration of the Objection Period referenced in Section 1(a) above, each Owner or Owners of the City Parcels shall deposit

with Escrow Agent or into the Escrow Account, as applicable, the amount(s) set forth on **Exhibit D** representing one hundred ten percent (110%) of the share of the estimated Shared Costs for each of said Lots as set forth in the Shared Costs Budget for said City Lot 2 and City Lot 3 (the “**City Escrowed Funds**”).

(e) Within twenty (20) business days after expiration of the Objection Period referenced in Section 1(a) above, LTF shall deposit with Escrow Agent or into the Escrow Account, as applicable, the amount of set forth on **Exhibit D** representing one hundred ten percent (110%) of LTF's share of the estimated Shared Costs as set forth in the Shared Costs Budget (the “**LTF Escrowed Funds**”).

The LTF Escrowed Funds together with the City Escrowed Funds shall be referenced together herein as the “**Escrowed Funds.**”

(f) Lien Rights. If the Owner of City Lot 3 is not the City, then upon such Owner’s failure to Escrow their share of the Escrowed Funds, the Work Party will have the right to:

- i. Complete the Work on such Owner’s Parcel and record a mechanic’s lien against the Parcel in the amount of the Owner’s share of the Work; or
- ii. Delay start of the Work until such time as the City Lot 3 Owner escrows the required amounts with the Escrow Agent. All timelines on Exhibit E will be extended on a day-for-day basis until such time as the City Lot 3 Owner escrows its funds.

5. Ownership. Upon: (i) issuance of the Certificate of Completion; (ii) release of any remaining Escrow Funds to the Owners on a pro rata basis in conformity with the allocations set forth in **Exhibit D** hereof; (iii) full discharge of any lien claims on Outlot A or City Lot 2; (iv) formation of the Association entity; and (v) execution of the POA Agreement by all Owners and any lenders of record (hereinafter together referenced as “**SDA Completion**”), the City shall convey by special warranty deed the entirety of the ownership of Outlot A to the Association subject to a covenant contained in the deed therefor or in the POA Agreement establishing the Association specifying that Outlot A shall be used solely for the purposes of operating and maintaining the portion of the Stormwater Management System located on Outlot A and for any easements recorded or reserved thereon.

**6. Ownership and Maintenance of Access Drive.**

(a) North-South Access Driveway. Each Owner shall own repair, reconstruct, and maintain in good condition (including but not limited to timely and adequate snow removal) that portion of the North-South Access Driveway depicted on **Exhibit B** located on its property. Failure to do so may result in the Property Owner’s Association, as set forth in Section 7 hereof, undertaking performance of said obligations and billing the Owner therefor and said Owner shall be responsible to pay all attorney’s fees and expenses associated with the collection of said bill if not paid within thirty (30) days of receipt.

(b) East-West Access Driveway. Construction of the east-west component of the shared access drive provided for in the Plans and Specs and shown on the Depiction of Work Components and Joint and Separate Obligations (hereinafter the “**East-West Driveway**”) will be constructed, repaired, and maintained by the City at the City’s sole cost subject to the provision that the City shall have the sole right, at its discretion, to remove and relocate, at its sole cost, said East-West Driveway in order to accommodate future structures on City Lot 2 so long as the LTF Parcel and City Lot 3 will continue to have access on the relocated East-West Driveway to Illinois Route 59. The City will, at the City’s sole cost, repair, maintain, and reconstruct any relocated East-West Driveway.

A cross-access easement in favor of the Owners over the North-South Driveway and over the East-West Driveway shall be granted pursuant to the Final Plat. The City shall be responsible for the costs of preparation and recordation of any amendment to the Final Plat necessitated by relocation of the East-West Driveway as described above.

(c) The provisions of this Section 6 and each subpart hereof, shall survive the expiration or termination of this Agreement.

7. Property Owners’ Association (“POA”). As provided in Section 5 above, LTF, the City, the owners of the properties bordering the east of the Property that utilize Outlot A for stormwater management (“**Other Owners**”), and any other entity that owns a portion of the City Parcels, shall enter into an agreement to form a property owners’ association (“**Property Owner’s Association**” or “**POA**”) setting forth ownership and repair, maintenance, and reconstruction obligations and cost-sharing obligations of the Owners as to the Stormwater Management System (the “**POA Agreement**”). The POA Agreement will establish cost-sharing obligations associated with the operation, maintenance, repair, and reconstruction of the Stormwater Management System based on the percentage share of property owned by each Owner and the Other Owners. The POA Agreement will also establish provisions for each Owner’s obligations to: (i) repair, maintain, construct, reconstruct, and operate the Stormwater Management System; and (ii) providing that each Owner shall own repair, and reconstruct (as needed) and maintain in good condition (including but not limited to timely and adequate snow and ice removal) any portion of the North-South Access Driveway depicted on Exhibit B to the extent that said roadway is located on its property, and further providing that failure by any Owner to do so may result in the Property Owner’s Association performing that work and billing the Owner therefor as set forth in Section 6(a) above.

The POA Agreement will also provide for a license or a grant of easement from the City to the POA to allow the POA the right to access that portion of City Lot 2 on which a portion of the Stormwater Management System is located for the purpose of repairing, maintaining, constructing, reconstructing, and operating said portion of the Stormwater Management System.

The provisions of the POA Agreement shall be binding upon all subsequent owners, transferees, and assigns of the City Parcels, the LTF Parcel and the properties owned by the Other Owners.

8. Defense, Indemnification, Hold Harmless. EACH OWNER HEREBY AGREES TO INDEMNIFY, PROTECT, SAVE AND HOLD HARMLESS THE OTHER OWNERS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES AND EXPENSES (SPECIFICALLY

NOT INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE CLAIMS, LIABILITIES, EXPENSES OR DAMAGES) MADE, ASSERTED, AND TIMELY FILED WHICH WERE CAUSED BY OR AROSE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING OWNER OR ITS AGENTS, CONTRACTORS OR EMPLOYEES, EXCEPT TO THE EXTENT ANY SUCH CLAIMS, LIABILITY OR EXPENSES WERE CAUSED BY OR AROSE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED OWNER OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A LIMITATION OR WAIVER OF DEFENSES AVAILABLE TO THE CITY OR ITS OFFICERS, AGENTS, CONTRACTORS, OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE ILLINOIS LOCAL GOVERNMENT AND LOCAL GOVERNMENT EMPLOYEES TORT IMMUNITY ACT. THERE ARE NO THIRD-PARTY BENEFICIARIES OF THE INDEMNITIES PROVIDED HEREIN.

THE PROVISIONS OF THIS SECTION 8 WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

9. **Insurance.** The Work Party or its contractors and designees, as applicable, (the “**Insuring Parties**”) shall obtain and maintain the following insurance prior to and during the performance of the Work:

(a) Builder’s All-Risk Insurance, utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions,

(b) worker’s compensation insurance as required by law,

(c) Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease,

(d) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit,

(e) business auto liability insurance with a limit of not less than \$1,000,000 each accident, and

(f) Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Each policy of liability insurance shall name the other Owners as an additional insured. Further, each policy must state that such policy is primary and noncontributing with any insurance carried by such additional insured and shall contain a provision that the naming of the additional

insured does not negate any right the additional insured would have had as a claimant under the policy if not so named and must contain severability of interest and cross-liability clauses. The Work Party shall deliver a certificate of insurance to the other Owners prior to any entry upon such Owner's property. The Owners hereby waive all subrogation rights against the other and each insurance policy must include any endorsement that may be necessary to effectuate said waiver of subrogation from its insurer.

10. **Modification; Termination.**

(a) Amendment or Modification. This Agreement may not be modified or amended unless such modification or amendment is in writing and signed by all of the then existing Owners of the City Parcels and the LTF Parcel. Any modification or amendment of this Agreement shall be effective against an Owner's mortgagee whose mortgage was recorded prior to the modification or amendment only if such Owner's mortgagee has executed such modification or amendment; provided, however, failure of any Owner's mortgagee to execute a modification or amendment shall not affect the effectiveness of such modification or amendment as between the Owners. Notwithstanding any other provision herein, each Owner shall be obligated to timely obtain the Owner's mortgagee's written consent to any modification or amendment of this Agreement. Increases in Shared Costs as set forth in Section 1(e) hereof shall not be considered an amendment of this Agreement subject to Owner's mortgagee's written consent.

(b) Termination. Upon SDA Completion and conveyance of the Outlot A to the Association, this Agreement shall automatically terminate without further action of the Owners.

11. **Notices.** Any notice hereunder must be in writing and shall be effective upon three (3) business days after being deposited in the United States mail, certified mail, return receipt requested, addressed to the respective parties as set forth below (or as may be designated from time-to-time by any such Owner, pursuant to the procedures provided in this paragraph), or upon confirmed transmission, if sent by email, or when actually received by the party to be notified, if hand delivered. For the purposes of notice, the address of the parties hereto, until changed as herein provided, shall be as follows:

LTF: LTF Real Estate Company, Inc.  
2900 Corporate Place  
Chanhassen, MN 55317  
Attn: Kari L. Broyles  
Telephone: (952) 229-7228  
Email: kbroyles@lt.life

With a copy to: LTF Real Estate Company, Inc.  
2900 Corporate Place  
Chanhassen, MN 55317  
Attn: Property Manager  
Telephone: (952) 229-7228  
Email: propertymanagement@lt.life

City: City of Naperville Legal Department  
Attention: City Attorney Mike DiSanto  
Naperville Municipal Center  
400 S. Eagle Street  
Naperville, IL 60540  
Email: disantom@naperville.il.us

With a copy to: City Engineer/Director of Transportation, Engineering, and  
Development  
Attention:  
Naperville Municipal Center  
400 S. Eagle Street  
Naperville, IL 60540  
Email:

Escrow Agent: Chicago Title and Trust Company  
Email:

12. **Binding Effect.** This Agreement shall bind and inure to the benefit of the Parties hereto and their successors, heirs, transferees, and assigns.

13. **Assignment.** Owners may not assign any of the rights, duties or obligations under this Agreement without the express consent of the other Owners, provided, however, that the Owners may collaterally assign their rights under this Agreement on a reasonable form to a mortgagee. Any purported assignment of the duties and/or rights under this Agreement in violation of this Agreement shall be null and void.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof, and no party has relied upon any statement, promise or representation not herein expressed.

15. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a dedication of any portion of the properties described herein, or of any property covered or benefited hereby, or portion thereof, to any governmental authority or the general public or for any public use or purpose whatsoever, it being the intention and understanding of the Owners hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

16. **Law Governing.** This Agreement and all rights and obligations created hereby shall be 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.

17. **Captions and Paragraph Headings.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

18. **Exhibits.** All exhibits attached hereto or referenced herein are incorporated herein by reference and made part hereof.

19. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

20. **Recordation.** This Agreement shall be recorded at the closing between the City and LTF on the LTF Parcel. Upon the termination of this Agreement, any Owner may request that a notice of termination be filed against the Property, in which event all the Owners shall execute and deliver a notice of termination in a form reasonably acceptable to them.

*[Signature Pages to Follow]*

EXECUTED as of the date first written above.

**LTF:**

**LTF REAL ESTATE COMPANY, INC.**

By: \_\_\_\_\_

Name: Kari L. Broyles

Title: Senior Vice President, General Counsel and Assistant Secretary

**CITY:**

**CITY OF NAPERVILLE**

By: \_\_\_\_\_

Douglas A. Krieger  
City Manager

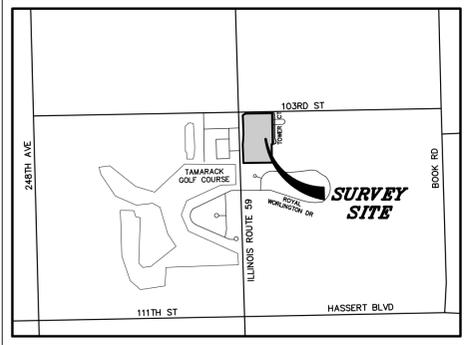
**ATTEST**

By: \_\_\_\_\_

Dawn C. Portner  
City Clerk

**EXHIBIT A**

**Final Plat of Resubdivision**



**LOCATION MAP**  
NOT TO SCALE

**SURVEY PREPARED FOR**

LTF REAL ESTATE COMPANY, INC.  
2902 CORPORATE PLACE  
CHANHASSEN, MN 55317

**FINAL PLAT**  
OF  
**NAPERVILLE - SOUTH FORTY LOTS**  
**4, 5, 6 AND 7 RESUBDIVISION**

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15,  
TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**EXISTING PIN'S**

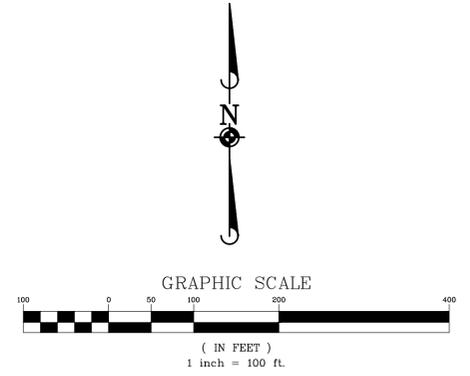
- 07-01-15-101-045-0000 (LOT 4)
- 07-01-15-101-046-0000 (LOT 5)
- 07-01-15-101-044-0000 (LOT 6)
- 07-01-15-101-047-0000 (LOT 7)

**EXISTING PROPERTY AREA**

LOT 4 87,120 SQUARE FEET (2.000 ACRES)  
LOT 5 50,000 SQUARE FEET (1.148 ACRES)  
LOT 6 829,475 SQUARE FEET (19.042 ACRES)  
LOT 7 54,094 SQUARE FEET (1.242 ACRES)  
TOTAL AREA=1,020,688 SQUARE FEET (23.432 ACRES)

**PROPOSED PROPERTY AREA**

LOT 1 459,585 SQUARE FEET (10.551 ACRES)  
LOT 2 184,195 SQUARE FEET (4.229 ACRES)  
LOT 3 174,859 SQUARE FEET (4.014 ACRES)  
OUTLOT A 150,758 SQUARE FEET (3.461 ACRES)  
RIGHT-OF-WAY DEDICATION 51,291 SQUARE FEET (1.177 ACRES)  
TOTAL AREA=1,020,688 SQUARE FEET (23.432 ACRES)

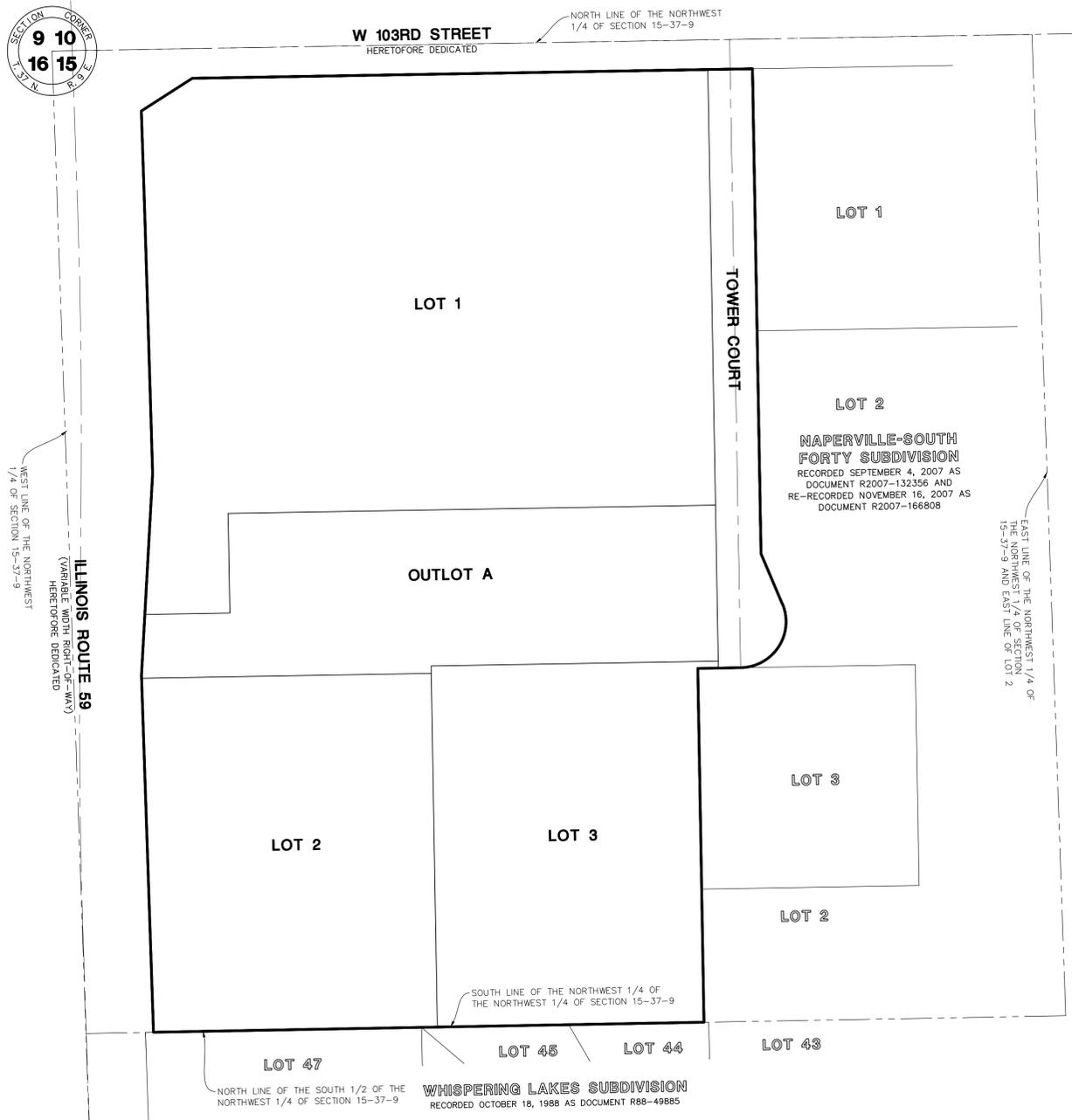


**SUBMITTED BY/RETURN TO:**

NAPERVILLE CITY CLERK  
400 S. EAGLE STREET  
NAPERVILLE, IL 60540

**ADDRESSES**

- LOT 1 - 4111 TOWER COURT, NAPERVILLE, IL 60564
- LOT 3 - 4231 TOWER COURT, NAPERVILLE, IL 60564



**SURVEYOR'S NOTES**

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES.
2. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
3. AS PART OF THE DEVELOPMENT THERE ARE EASEMENTS THAT ARE TO BE VACATED VIA SEPARATE DOCUMENT. SAID EASEMENTS HAVE BEEN NOTED ON SHEETS 3. HOWEVER, SAID EASEMENTS HAVE NOT BEEN SHOWN ON SHEET 2. DOCUMENT THAT HAVE NOT BEEN SHOWN HEREON.
4. THIS SUBDIVISION PLAT SHALL BE SUBJECT TO DECLARATION(S) RECORDED AS SEPARATE DOCUMENT(S).
5. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. MANHARD CONSULTING IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184903350, EXPIRES APRIL 30, 2025.

**SHEET INDEX**

SHEET 1:	OVERALL SITE DETAILS, PROPERTY AREA AND SURVEYORS NOTES
SHEET 2:	PROPOSED LOT AND EASEMENT DETAILS
SHEET 3:	EXISTING LOT AND EASEMENT DETAILS
SHEET 4:	CERTIFICATES AND EASEMENT PROVISIONS

SHEET <b>1</b> OF <b>4</b> LTF.NVL01	PROJ. MGR.: FF	<b>NAPERVILLE - SOUTH FORTY LOTS 4, 5, 6 AND 7 RESUBDIVISION</b> <b>NAPERVILLE, ILLINOIS</b> <b>FINAL PLAT</b>
	PROJ. ASSOC.: JDB	
	DRAWN BY: LSM DATE: 07/08/24 SCALE: 1"=100'	

One Overlook Point, Suite 200, Lincolnshire, IL 60069 ph847.834.5850 fx847.834.0085 manhard.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY
03/25/25	REVISED PER CITY COMMENTS	RC
03/20/25	REVISED PER CLIENT AND CITY COMMENTS	RC
02/28/25	REVISED PER CITY COMMENTS	AAS
01/24/25	REVISED PER CITY COMMENTS	AAS
12/23/24	REVISED PER CITY COMMENTS	AAS
11/26/24	REVISED PER CITY COMMENTS	AAS
11/22/24	REVISED PER CLIENT COMMENTS	AAS
09/24/24	REVISED PER CITY COMMENTS	LSM
09/11/24	REVISED PER CITY COMMENTS	LSM

**ABBREVIATIONS**

P.U.D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

**LEGEND**

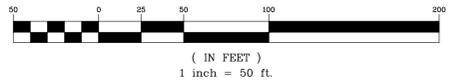
- = EX. PROPERTY LINE
- - - = EX. SECTION LINE
- · - · = EX. EASEMENT LINE
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION
- (0.00) = RECORD DIMENSION

**FINAL PLAT**

**OF  
NAPERVILLE - SOUTH FORTY LOTS  
4, 5, 6 AND 7 RESUBDIVISION**

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15,  
TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

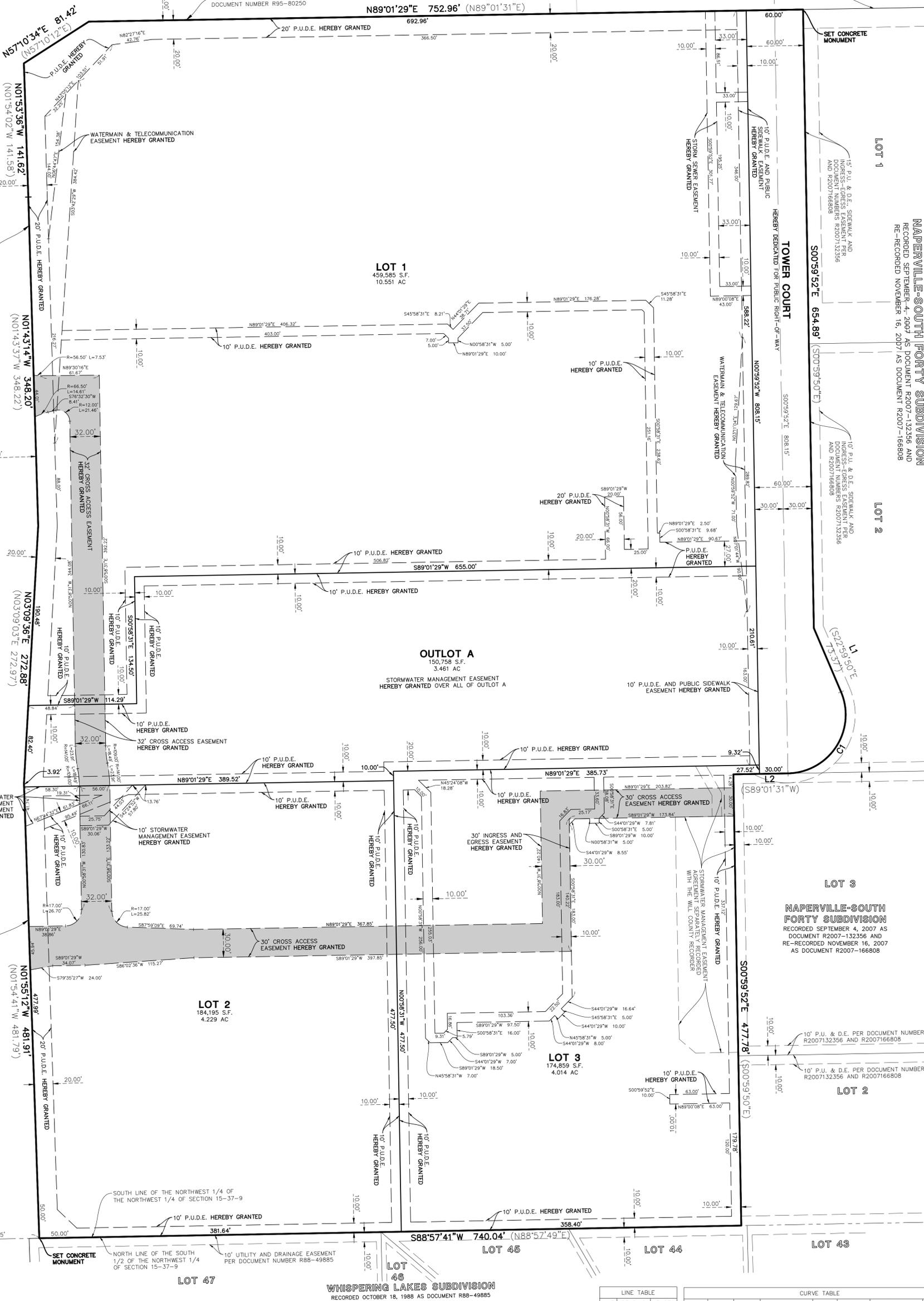
**GRAPHIC SCALE**



**W 103RD STREET**  
(90' WIDE RIGHT-OF-WAY)  
HERETOFORE DEDICATED

NORTH LINE OF THE NORTHWEST  
1/4 OF SECTION 15-37-9

HERETOFORE DEDICATED PER DOCUMENT  
NUMBERS R2007132356 AND R2007166808



**ILLINOIS ROUTE 59**  
(VARIABLE WIDTH RIGHT-OF-WAY)  
HERETOFORE DEDICATED

**NAPERVILLE-SOUTH FORTY SUBDIVISION**  
RECORDED SEPTEMBER 4, 2007 AS DOCUMENT R2007-132356 AND  
RE-RECORDED NOVEMBER 16, 2007 AS DOCUMENT R2007-166808

**LOT 3**  
**NAPERVILLE-SOUTH FORTY SUBDIVISION**  
RECORDED SEPTEMBER 4, 2007 AS  
DOCUMENT R2007-132356 AND  
RE-RECORDED NOVEMBER 16, 2007  
AS DOCUMENT R2007-166808

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S23°00'02"E	73.35'
L2	S89°01'29"W	57.52'

**CURVE TABLE**

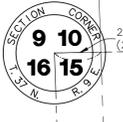
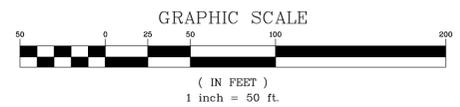
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	LENGTH (RECORD)	CHORD BEARING (RECORD)	CHORD (RECORD)
C1	62.00'	121.21'	S32°59'46"W	102.81'	121.20'	S33°00'05"W	102.80'

# FINAL PLAT OF NAPERVILLE - SOUTH FORTY LOTS 4, 5, 6 AND 7 RESUBDIVISION

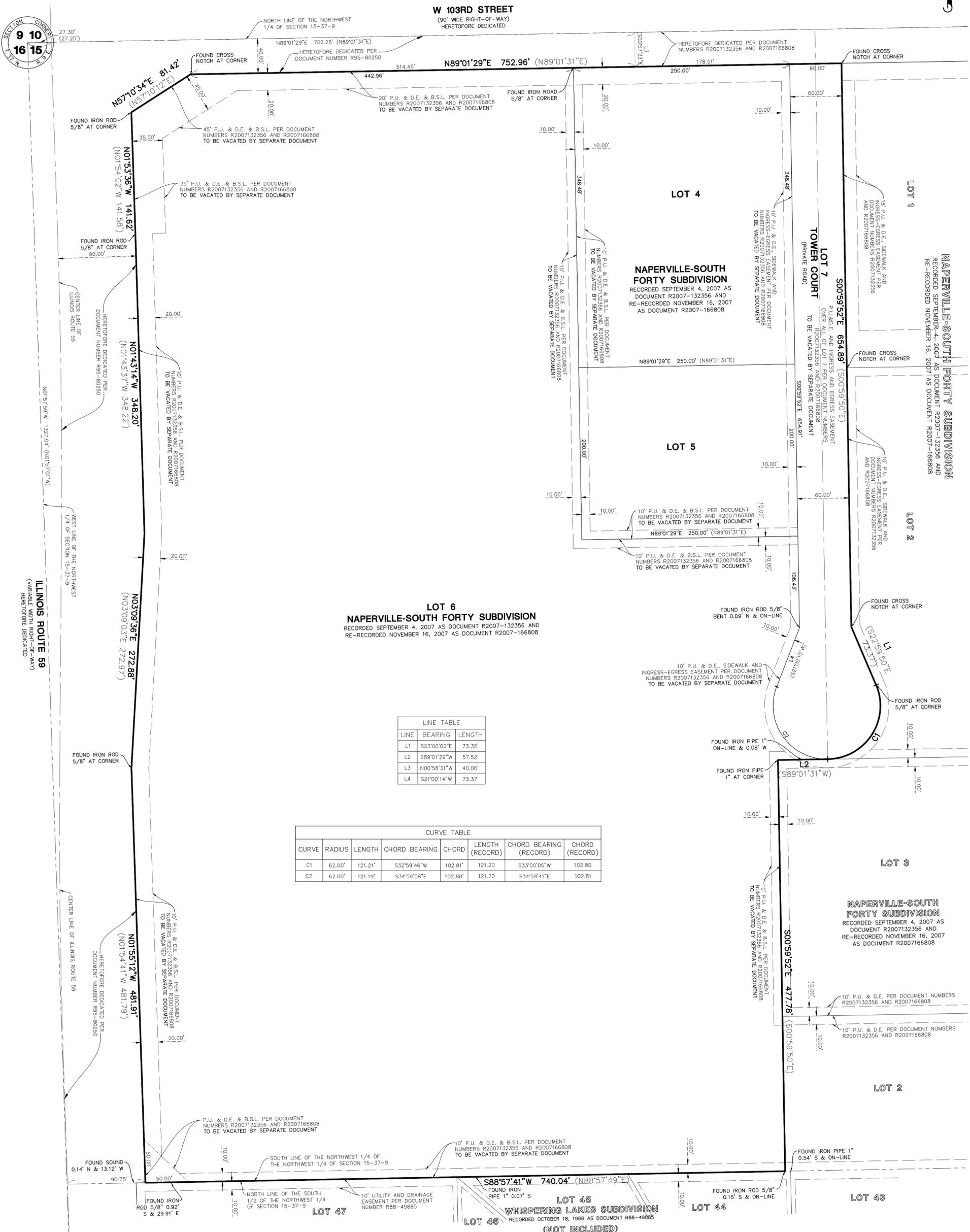
BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15,  
TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

### ABBREVIATIONS

P.U.D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT  
B.S.L. = BUILDING SETBACK LINE



**W 103RD STREET**  
(90' WIDE RIGHT-OF-WAY)  
HERETOFORE DEDICATED



LINE TABLE		
LINE	BEARING	LENGTH
L1	S23°00'02"E	73.35'
L2	S89°01'29"W	57.52'
L3	N00°58'31"W	40.00'
L4	S21°00'14"W	73.37'

CURVE TABLE							
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	LENGTH (RECORD)	CHORD BEARING (RECORD)	CHORD (RECORD)
C1	62.00'	121.21'	S32°59'46"W	102.81'	121.20	S33°00'05"W	102.80
C2	62.00'	121.19'	S34°59'58"E	102.80'	121.20	S34°59'41"E	102.81

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SHEET <b>3</b> OF <b>4</b>	PROJ. MGR.: FF PROJ. ASSOC.: JDB DRAWN BY: LSM DATE: 07/08/24 SCALE: 1"=50'	<b>NAPERVILLE - SOUTH FORTY LOTS 4, 5, 6 AND 7 RESUBDIVISION</b> NAPERVILLE, ILLINOIS FINAL PLAT	DATE REVISIONS DRAWN BY
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One Overlook Point, Suite 200, Lincolnshire, IL 60069 ph: 630.783.5850 fax: 630.783.0085 manhard.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY
03/25/25	REVISED PER CITY COMMENTS	RC
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02/28/25	REVISED PER CITY COMMENTS	AAS
01/24/25	REVISED PER CITY COMMENTS	AAS
11/26/24	REVISED PER CITY COMMENTS	AAS
11/22/24	REVISED PER CLIENT COMMENTS	AAS
09/24/24	REVISED PER CITY COMMENTS	LSM
09/11/24	REVISED PER CITY COMMENTS	LSM

FINAL PLAT

NAPERVILLE - SOUTH FORTY LOTS 4, 5, 6 AND 7 RESUBDIVISION

EXISTING PIN'S

- 07-01-15-101-045-0000 (LOT 4)
07-01-15-101-046-0000 (LOT 5)
07-01-15-101-044-0000 (LOT 6)
07-01-15-101-047-0000 (LOT 7)

SUBMITTED BY/RETURN TO:

NAPERVILLE CITY CLERK
P.O. BOX 3020
400 S. EAGLE STREET
NAPERVILLE, IL 60540

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PUBLIC UTILITIES & DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF NAPERVILLE, ILLINOIS (-CITY-) AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY OR OTHERWISE AUTHORIZED BY THE CITY, INCLUDING, BUT NOT LIMITED TO BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, COMCAST CABLE COMPANY, NICOR GAS COMPANY, AND THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER AND THROUGH ALL OF THE AREAS MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR "P.U.D.E." ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS UTILITY TRANSMISSIONS AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNA TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENTS THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, PRIVATE WALKS, PRIVATE DRIVE AISLES, ACCESSORY STRUCTURES, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO ORDINANCES OF THE CITY OF NAPERVILLE.

EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF NAPERVILLE AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER PUBLIC SERVICES, INCLUDING BUT NOT LIMITED TO, WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE.

THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON, OVER, ALONG AND ACROSS THE PROPERTY DESCRIBED HEREIN FOR THE LIMITED PURPOSE OF READING, EXAMINING, INSPECTING, OPERATING, MAINTAINING, EXCHANGING, REMOVING, REPAIRING, TESTING AND/OR REPLACING CITY OWNED UTILITY EQUIPMENT AND METERS WHICH SERVE SAID PROPERTY, INCLUDING NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

STORMWATER MANAGEMENT EASEMENT

A PERPETUAL NON-EXCLUSIVE STORMWATER MANAGEMENT EASEMENT IS HEREBY RESERVED OVER, UNDER, UPON, THROUGH, AND ACROSS THE PORTIONS OF THE PROPERTY MARKED AND IDENTIFIED AS "STORMWATER MANAGEMENT EASEMENT" OR "S.M.E." ON THIS PLAT. THE PURPOSE OF THE EASEMENT IS TO PROVIDE AND MAINTAIN COMMON STORMWATER IMPROVEMENTS COMPRISED OF A STORMWATER DETENTION BASIN LOCATED ON OUTLOT A AND AN ASSOCIATED OVERFLOW ROUTE THAT PARTIALLY ACROSS LOT 2. THE OWNERS OF LOTS 1, 2, AND 3, SHALL BE OBLIGATED FOR THE OPERATION, MAINTENANCE, REPAIR, AND RECONSTRUCTION OF SAID COMMON STORMWATER IMPROVEMENTS, PROVIDED THAT SAID OWNERS MAY ELECT TO FORM AN ASSOCIATION FOR THE PURPOSE OF PERFORMING SAID OBLIGATIONS. THE COMMON STORMWATER IMPROVEMENTS SHALL BE OPERATED AND MAINTAINED SO THAT THEY FUNCTION AS HYDRAULICALLY AND HYDROLOGICALLY PLANNED IN ACCORDANCE WITH ALL APPLICABLE STATUTES, ORDINANCES, AND RULES AND REGULATIONS, AND AS SET FORTH IN FINAL ENGINEERING APPROVED BY THE CITY ENGINEER.

NEITHER AN OWNER, NOR AN ASSOCIATION OF THE OWNERS, NOR ANY OF THEIR AGENTS OR CONTRACTORS SHALL DESTROY OR MODIFY THE GRADES OR SLOPES OF THE PROPERTY LOCATED IN THE STORMWATER MANAGEMENT EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER OF THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER THE STORMWATER MANAGEMENT EASEMENT.

PERPETUAL NON-EXCLUSIVE PUBLIC STORMWATER AND DRAINAGE EASEMENTS ARE HEREBY GRANTED TO THE CITY OF NAPERVILLE, ITS AGENTS, SUCCESSORS AND ASSIGNS, OR ANY OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES, OVER, ON, ACROSS AND UNDER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" OR "S.M.E." ON THE PLAT FOR THE RIGHT, PRIVILEGE, AND AUTHORITY FOR THE PURPOSES OF:

- 1. SURVEYING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, INSPECTING, MAINTAINING, AND OPERATING ALL STORMWATER MANAGEMENT FACILITIES, STRUCTURES, GRADES, AND SLOPES ON OUTLOT A.
2. ENTERING ONTO OUTLOT A OR ANY ADJOINING LOT TO PERFORM THE WORK SPECIFIED IN PARAGRAPH 1 TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE REQUIRED WORK.
3. CUTTING DOWN, TRIMMING, OR REMOVING TREES, SHRUBS, PLANTS, MULCH, LANDSCAPING STRUCTURES, REPAIRING OR ANY OTHER MATERIALS ON OUTLOT A WHICH INTERFERE WITH THE OPERATIONS OF THE STORMWATER FUNCTIONS.

NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED IN THE STORMWATER MANAGEMENT EASEMENT, BUT THE STORMWATER MANAGEMENT EASEMENT MAY BE USED FOR OTHER PURPOSES THAT DO NOT NOW OR LATER INTERFERE OR CONFLICT WITH THE INTENDED OPERATION OF THE COMMON STORMWATER IMPROVEMENTS OR IMPEDE THE STORAGE OR FREE FLOW OF STORMWATER.

IF THE COMMON STORMWATER IMPROVEMENTS ARE NOT MAINTAINED AS REQUIRED, THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER THE STORMWATER MANAGEMENT EASEMENT SHALL HAVE THE RIGHT, PRIVILEGE, AND AUTHORITY TO PERFORM THE WORK NECESSARY TO MAINTAIN THE COMMON STORMWATER IMPROVEMENTS. THE OWNERS THE LOTS HEREBY CREATED, THEIR HEIRS, LEGATEES, ASSIGNS, OR SUCCESSORS IN INTEREST, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL COSTS INCURRED BY THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING PERFORMED WORK IN ACCORDANCE WITH THIS STORMWATER MANAGEMENT EASEMENT, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND ANY COSTS OF COLLECTION.

THE PROVISIONS OF THESE COVENANTS AND DECLARATIONS RELATING TO STORMWATER OBLIGATIONS SHALL NOT BE AMENDED, MODIFIED, OR ABROGATED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY.

PUBLIC SIDEWALK EASEMENT PROVISIONS

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR PUBLIC SIDEWALK IS HEREBY RESERVED OVER AND ACROSS THE PORTIONS OF PROPERTY MARKED AND IDENTIFIED AS "PUBLIC SIDEWALK EASEMENT" ON THIS PLAT. THE PURPOSE OF SAID EASEMENT IS TO PROVIDE AND MAINTAIN PUBLIC SIDEWALKS. THE CITY OF NAPERVILLE, ILLINOIS (-CITY-) AND TO ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, ARE GRANTED THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO ENTER UPON THE PUBLIC SIDEWALK EASEMENT, EITHER BY VEHICLE OR ON FOOT TO SURVEY, CONSTRUCT, RECONSTRUCT, TEST, REPAIR, INSPECT, MAINTAIN, RENEW, OPERATE, AND PATROL ITS PUBLIC SIDEWALK SYSTEMS.

NO PERMANENT STRUCTURES OR BUILDINGS SHALL BE CONSTRUCTED IN THE PUBLIC SIDEWALK EASEMENT. THE EASEMENT PREMISES MAY BE USED FOR OTHER PURPOSES (I.E. UTILITIES) THAT DO NOT NOW OR LATER CONFLICT WITH THE AFORESAID USES OR RIGHTS. THE CITY SHALL ALSO HAVE THE RIGHT TO REMOVE TREES, SHRUBS, OR OTHER VEGETATION ON OR NEAR THE EASEMENT PREMISES THAT INTERFERE WITH THE OPERATION OR USE OF ITS SIDEWALKS. ALL CONSTRUCTION BY ANY ENTITY WITHIN THE EASEMENT PREMISES SHALL BE PERFORMED IN ACCORDANCE WITH THE VARIOUS REQUIREMENTS OF THE ORDINANCES AND REGULATIONS OF THE CITY OF NAPERVILLE.

STORM SEWER EASEMENT

A PERPETUAL NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF NAPERVILLE OVER THE AREAS MARKED "STORM SEWER EASEMENT" FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RE-CONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE CITY OWNED STORM SEWER, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CONNECTIONS, OVER, UPON, ALONG, UNDER AND THROUGH SAID STORM SEWER EASEMENTS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PEOPLE AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE CITY SHALL BE SOLELY AND EXCLUSIVELY LIABLE FOR THE OPERATION AND MAINTENANCE OF SAID SEWER EXCEPT IN THE CASE OF AN EMERGENCY. THE CITY SHALL PROVIDE NOT LESS THAN 2 DAYS NOTICE PRIOR TO ENTRY UPON THE PROPERTY FOR MAINTENANCE OF THE STORM SEWER, IN THE EVENT THAT THE CITY'S MAINTENANCE OF THE STORM SEWER CAUSES ANY DAMAGE TO PRIVATE IMPROVEMENTS, EXPRESSLY INCLUDE THE PRIVATE PARKING LOT THAT WILL BE CONSTRUCTED OVER THE STORM SEWER EASEMENT. THE CITY SHALL REPAIR ANY DAMAGE THERETO TO THE REASONABLE SATISFACTION OF THE OWNER OF THE IMPACTED PROPERTY. IN THE EVENT THE CITY RELOCATES THE STORM SEWER LOCATED WITHIN THE STORM SEWER EASEMENT, THE CITY SHALL CAUSE THE STORM SEWER EASEMENT TO BE RELEASED.

PERMISSION TO RECORD

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

I, JAMES D. BAKER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO THE OWNERS REPRESENTATIVE TO RECORD THIS PLAT ON OR BEFORE JUNE 30, 2025. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS 20TH DAY OF MARCH, A.D. 2025.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003648
LICENSE EXPIRES NOVEMBER 30, 2026

SURVEYORS CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

THIS IS TO DECLARE THAT THE PROPERTY DESCRIBED HEREON WAS SURVEYED AND SUBDIVIDED BY MANHARD CONSULTING, LTD., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION:

LOTS 4, 5, 6 AND 7 IN NAPERVILLE-SOUTH FORTY SUBDIVISION, A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 4, 2007 R2007-132356 AND RE-RECORDED NOVEMBER 16, 2007 AS DOCUMENT NUMBER R2007-166808 IN WILL COUNTY, ILLINOIS.

SUBDIVIDED PROPERTY CONTAINS 23.432 ACRES, MORE OR LESS AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THIS IS ALSO TO DECLARE THAT THE PROPERTY AS DESCRIBED ON THE ANNEXED PLAT LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF NAPERVILLE, WILL COUNTY, ILLINOIS WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY 65 ILCS 5, SECTION 11-12-6.

5/8" DIAMETER BY 24" LONG IRON RODS WILL BE SET AT ALL SUBDIVISION CORNERS, LOT CORNERS, POINTS OF CURVATURE AND POINTS OF TANGENCY IN COMPLIANCE WITH ILLINOIS STATUTES AND APPLICABLE ORDINANCES, UNLESS OTHERWISE NOTED.

THIS IS ALSO TO DECLARE THAT THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 17197C00300 WITH AN EFFECTIVE DATE OF FEBRUARY 15, 2019 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE X (UNSHADED). ZONE X (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD.

GIVEN UNDER MY HAND AND SEAL THIS 20TH DAY OF MARCH, A.D. 2025.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003648
LICENSE EXPIRES NOVEMBER 30, 2026

DESIGN FIRM PROFESSIONAL REGISTRATION NO. 184003350-EXPIRES APRIL 30, 2025

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATE OF FIELD SURVEY: APRIL 24, 2023



OWNER'S CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF DUPAGE )

THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES ILLINOIS, A MUNICIPAL CORPORATION OF THE STATE OF ILLINOIS, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE LAND HEREON DESCRIBED AND THAT AS SUCH OWNER, THAT IT HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE "THESE OWNERS INDICATED."

APPROVED BY THE MAJOR AND COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS.

AT A MEETING HELD THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

IN WITNESS WHEREOF THE CITY OF NAPERVILLE HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO

BE AFFIXED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

CITY OF NAPERVILLE, OWNER

OWNER'S NAME AND ADDRESS

NAPERVILLE CITY CLERK
P.O. BOX 3020
400 S. EAGLE STREET
NAPERVILLE, IL 60540

BY: \_\_\_\_\_
CITY MANGER

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF DUPAGE )

APPROVED AND ACCEPTED BY THE MAJOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS, AT A MEETING HELD

THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

BY: \_\_\_\_\_
MAJOR

ATTEST: \_\_\_\_\_
CITY CLERK

WILL COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF WILL )

I, \_\_\_\_\_ COUNTY CLERK OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I, FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT

JOLIET, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

COUNTY CLERK

WILL COUNTY TAX MAPPING CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF WILL )

I, \_\_\_\_\_ DIRECTOR OF THE TAX MAPPING AND PLATTING OFFICE DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIPTION ON THIS PLAT FOR THAT PORTION WITHIN THE LIMITS OF WILL COUNTY AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN

DESCRIBED IS LOCATED ON TAX MAP # \_\_\_\_\_ AND IS IDENTIFIED AS PERMANENT REAL ESTATE INDEX NUMBER (PIN) \_\_\_\_\_

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

DIRECTOR

NOTARY PUBLIC

STATE OF ILLINOIS )
) SS
COUNTY OF DUPAGE )

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE

AFORESAID, DO HEREBY CERTIFY THAT DOUG A. KRIEGER, CITY MANGER AND RUTH BRODER, ACTING CITY CLERK, OF THE CITY OF NAPERVILLE WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THIS ANNEXED PLAT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, AND THE SAID CITY CLERK DID ALSO THE AND THERE ACKNOWLEDGE THAT SHE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION, DID AFFIX SAID SEAL OF CORPORATION TO SAID CERTIFICATE AS HER FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, AS AFORESAID, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

NOTARY PUBLIC

CITY TREASURER'S CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF DUPAGE )

I, \_\_\_\_\_ TREASURER FOR THE CITY OF NAPERVILLE, 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 INCLUDED IN THE ANNEXED PLAT.

DATED AT NAPERVILLE, ILLINOIS THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

ACTING CITY TREASURER/DIRECTOR, FINANCE DEPARTMENT

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS )
) SS
COUNTY OF DUPAGE )

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:

- 1. THAT THE CITY OF NAPERVILLE IS THE OWNER OF THE OF THE PROPERTY LEGALLY DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO THE CITY OF NAPERVILLE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE; AND
2. TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:

INDIAN PRAIRIE SCHOOL DISTRICT 204
780 SHORELINE DRIVE
AURORA, ILLINOIS 60504

OWNER NAME: THE CITY OF NAPERVILLE

BY: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

NOTARY PUBLIC

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

JOSE RIOS, P.E. DATE
DEPUTY DIRECTOR OF HIGHWAYS,
REGION ONE ENGINEER

SURFACE WATER STATEMENT

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

OWNER: THE CITY OF NAPERVILLE

BY: \_\_\_\_\_ OWNER OR OWNER'S ATTORNEY
BY: \_\_\_\_\_ TAYLOR E. CORBIN
MANHARD CONSULTING LTD.
IL PROFESSIONAL ENGINEER NO. 062-072146
TITLE: \_\_\_\_\_
DATED THIS 20TH DAY OF MARCH, A.D. 2025.

WATERMAIN & TELECOMMUNICATIONS EASEMENT

A PERPETUAL NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF NAPERVILLE AND BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, EACH OF THEIR SUCCESSORS AND ASSIGNS, OVER THE AREAS MARKED "WATERMAIN & TELECOMMUNICATION EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RE-CONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE WATERMAINS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES CONNECTIONS, ALONG WITH TELECOMMUNICATION LINES, OVER, UPON, ALONG, UNDER AND THROUGH SAID WATERMAIN AND TELECOMMUNICATIONS EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PEOPLE AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE BENEFICIARIES OF THE WATERMAIN & TELECOMMUNICATIONS EASEMENT SHALL BE SOLELY AND EXCLUSIVELY LIABLE FOR OPERATION AND MAINTENANCE OF THEIR INFRASTRUCTURE LOCATED IN THE EASEMENT, EXCEPT IN THE CASE OF AN EMERGENCY, A BENEFICIARY SHALL PROVIDE NOT LESS THAN 2 DAYS NOTICE PRIOR TO ENTRY UPON THE PROPERTY FOR MAINTENANCE OF INFRASTRUCTURE WITHIN THE WATERMAIN & TELECOMMUNICATIONS EASEMENT. IN THE EVENT THAT MAINTENANCE OF A BENEFICIARY'S INFRASTRUCTURE CAUSES ANY DAMAGE TO PRIVATE IMPROVEMENTS, EXPRESSLY INCLUDE THE PRIVATE PARKING LOT THAT WILL BE CONSTRUCTED OVER THE WATERMAIN & TELECOMMUNICATION EASEMENT, THE BENEFICIARY RESPONSIBLE FOR SAID DAMAGE SHALL REPAIR SAID DAMAGE THERETO TO THE REASONABLE SATISFACTION OF THE OWNER OF THE IMPACTED PROPERTY. IN THE EVENT THAT INFRASTRUCTURE IS RELOCATED, THE BENEFICIARY RELOCATING ITS INFRASTRUCTURE SHALL CAUSE THEIR INTEREST IN THE WATERMAIN & TELECOMMUNICATION EASEMENT TO BE RELEASED.

CROSS ACCESS EASEMENT

A PERPETUAL, NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR VEHICULAR AND PEDESTRIAN OVER, ACROSS AND THROUGH THAT PORTION OF LOT 1, OUTLOT A, LOT 2 AND LOT 3 MARKED AND IDENTIFIED AS "CROSS ACCESS EASEMENT" ON THIS PLAT. THE PURPOSE OF THE CROSS ACCESS EASEMENT IS TO PROVIDE FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM ILLINOIS ROUTE 59 FOR THE BENEFIT OF THE OWNERS OF LOT 1, LOT 2, LOT 3 AND OUTLOT A AS CREATED BY THIS PLAT (THE "LOTS"), THE OWNER OF LOT 3 OF THE PRELIMINARY/FINAL PLAT OF SUBDIVISION NAPERVILLE SOUTH FORTY SUBDIVISION, RECORDED AS DOCUMENT R2007-166808 (THE "TOWNSHIP LOT"), THE CITY OF NAPERVILLE, ILLINOIS, AND THEIR RESPECTIVE CUSTOMERS, GUESTS, EMPLOYEES, TENANTS, AND INVITEES. THE CROSS ACCESS EASEMENT EXPRESSLY GRANTS THE CITY OF NAPERVILLE ACCESS FOR EMERGENCY VEHICLES AND VEHICLES OPERATED BY THE CITY FIRE DEPARTMENT AND THE CITY WATER DEPARTMENT. THE CROSS ACCESS EASEMENT SHALL BE IMPROVED WITH AN ASPHALT, CONCRETE OR SIMILAR HARD SURFACE. THE "ACCESS ROAD" OF SUFFICIENT BEARING STRENGTH SO AS TO ACCOMMODATE VEHICULAR TRAFFIC, NO PERMANENT BUILDINGS OR STRUCTURES OTHER THAN THE ACCESS ROAD SHALL BE CONSTRUCTED IN THE CROSS ACCESS EASEMENT, BUT THE CROSS ACCESS EASEMENT MAY BE USED FOR OTHER PURPOSES (I.E. UTILITIES) THAT DO NOT NOW OR LATER INTERFERE OR CONFLICT WITH THE ACCESS TO ACCESS ROAD. EACH PROPERTY OWNER OF A LOT SHALL MAINTAIN THAT PORTION OF THE ACCESS ROAD LOCATED WITHIN SUCH OWNER'S LOT; PROVIDED THAT AN ASSOCIATION MAY BE FORMED BY THE PROPERTY OWNERS OF THE LOTS AND THE TOWNSHIP LOT TO MAINTAIN THE ACCESS ROAD OVER OUTLOT A AND FOR THE PURPOSE OF SELF-HELP. IF A PORTION OF THE ACCESS ROAD ON A LOT IS NOT MAINTAINED, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM THE NECESSARY WORK TO MAINTAIN THE ACCESS ROAD, AND SHALL BE ENTITLED TO REIMBURSEMENT FOR COSTS AND EXPENSES INCURRED, INCLUDING ANY COSTS OF COLLECTION. THE PROVISIONS SET FORTH HEREIN ARE FOR THE MUTUAL BENEFIT AND PROTECTION OF THE PRESENT AND ALL FUTURE OWNERS OF THE LOTS AND TOWNSHIP LOT; THE FACT OF COMMON OWNERSHIP OF ANY OF THE LOTS OR TOWNSHIP LOT (OR ANY ESTATE THEREIN) NOW OR IN THE FUTURE SHALL NOT RESULT IN THE MERGER OF THE FEE SIMPLE ESTATES OR THE RIGHTS, BENEFITS, OBLIGATIONS, AND BURDENS SET FORTH HEREON, BUT SUCH RIGHTS, BENEFITS, OBLIGATIONS, AND BURDENS SHALL BE SEPARATELY PRESERVED FOR THE BENEFIT OF ALL FUTURE OWNERS THEREOF.

Project information block including SHEET 4 OF 4, PROJECT MGR: FF, PROJ ASSOC: JDB, DRAWN BY: LSM, DATE: 08/07/24, SCALE: 1"=50', and project title NAPERVILLE - SOUTH FORTY LOTS 4, 5, 6 AND 7 RESUBDIVISION FINAL PLAT.

Manhard CONSULTING logo and contact information: One Overlook Point, Suite 208, Lincolnshire, IL 60069, phone 630-763-5850, fax 630-763-0085, manhard.com. Services include Civil Engineers, Surveyors, Water Resources Engineers, Water & Wastewater Engineers, Construction Managers, Environmental Scientists, Landscape Architects, Planners.

Table with 4 columns: DATE, REVISIONS, DRAWN BY. Contains revision history for the drawing.

**EXHIBIT B**

**Plans and Specs for the Work**

**South Forty Development Plans**

Prepared by Manhard Consulting, Ltd. dated July 3<sup>rd</sup>, 2024 last revised March 26<sup>th</sup>, 2025

**Life Time Plans**

Prepared by Manhard Consulting, Ltd. dated July 3<sup>rd</sup>, 2024 last revised February 20<sup>th</sup>, 2025

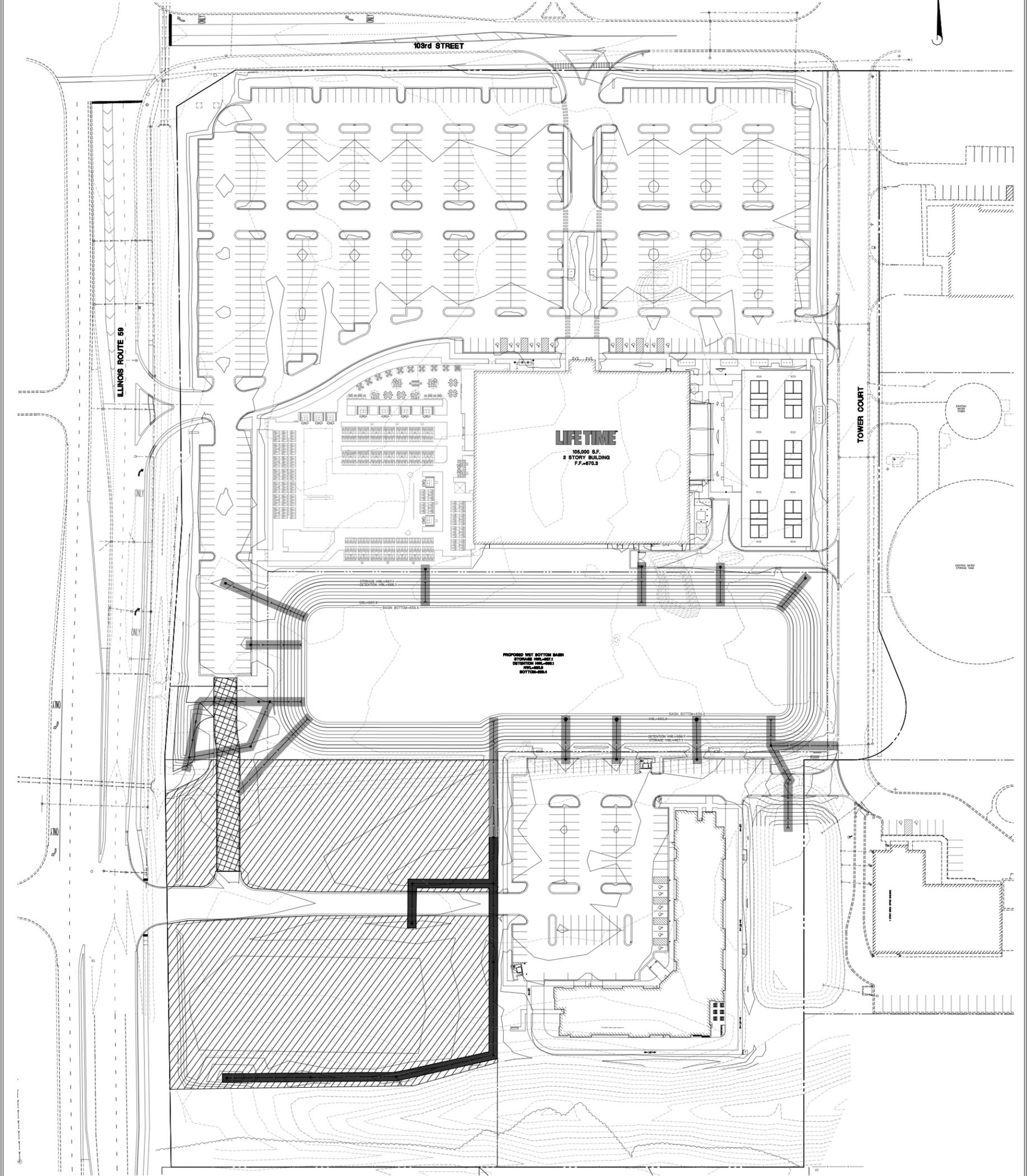
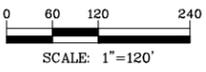
**Tower Court Residences Development Plans**

Prepared by Manhard Consulting, Ltd. dated November 22<sup>nd</sup>, 2024 last revised March 7<sup>th</sup>, 2025

**EXHIBIT C**

**Depiction of Work Components and Joint and Separate Obligations**

# EXHIBIT C



LEGEND	
	SCHEDULE II - STORM WATER POND AND RELATED FACILITIES, INCLUDING UTILITIES STORM SEWER IMPROVEMENTS
	SCHEDULE III - ENTRANCE TO LOT 2 FROM ROUTE 59 AND NORTH/SOUTH ACCESS DRIVE PAVING IMPROVEMENTS
	SCHEDULE V - CITY LOT 2 STORM SEWER AND LOT STABILIZATION IMPROVEMENTS SEEDING AND STABILIZATION
	SCHEDULE V - CITY LOT 2 STORM SEWER AND LOT STABILIZATION IMPROVEMENTS STORM SEWER IMPROVEMENTS

DATE	REVISIONS	BY

**Manhard**<sup>TM</sup>  
CONSULTING

One Overlook Point, Suite 200, Lincolnshire, IL 60069 ph:847.634.5550 fx:847.634.0095 manhard.com  
Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

<b>SOUTH FORTY DEVELOPMENT</b>			
<b>CITY OF NAPERVILLE, ILLINOIS</b>			
<b>PRO RATA COST SHARE EXHIBIT</b>			
DRAWN BY: AMO	RELEASE DATE: 03-26-25	SCALE: 1"=120'	CODE: <b>LTFNVIL01</b>

**EXHIBIT D**

**Shared Design and Construction Costs**

<b>Description of Work</b>	<b>110% of Total Estimated Cost</b>	<b>City Lot 2</b>	<b>City Lot 3</b>	<b>City Water and Fire</b>	<b>LTF</b>
<b>Mass grading and erosion/sediment control</b>	\$511,249.75	21% \$107,362.45	16% \$81,799.96	N/A	63% \$322,087.34
<b>Storm water pond and related facilities, including utilities</b>	\$1,128,523.00	18% \$203,134.14	16% \$180,563.68	15% \$169,278.45	51% \$575,546.73
<b>Entrance to Lot 2 from Route 59 and North/South Access drive</b>	\$46,150.50	75% \$34,612.88	N/A	N/A	25% \$11,537.62
<b>Engineering Fees**</b>	\$211,535.50	18% \$38,076.39	16% \$33,845.68	15% \$31,730.33	51% \$107,883.11
<b>City Lot 2 Storm Sewer and Lot Stabilization Improvements</b>	\$89,718.20	100% \$89,718.20	N/A	N/A	N/A

\*\* LTF fees paid to Manhard Consulting: \$158,805.00  
Gorman fees paid to Manhard Consulting: \$33,500.00

## **EXHIBIT E**

### **Anticipated Completion Dates**

1. Mass grading and erosion/sediment control: July \_\_\_\_, 2025
2. Storm water pond and related facilities, including installation of utilities: September \_\_\_\_, 2025
3. Entrance to Lot 2 from Route 59 and North/South Access drive: August \_\_\_\_, 2026

The foregoing timeframes may be modified upon written request of the Work Party and written agreement thereto by the other Owners.