

**PROPERTY ADDRESSES:  
1935 [part of], 1940, 1960, 1980  
AND 2000 LUCENT LANE  
NAPERVILLE IL 60563**

**P.I.N.S  
08-05-207-034  
05-32-300-012**

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

**OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT  
FOR NOKIA CAMPUS**

This Owner's Acknowledgement and Acceptance Agreement for Nokia Campus located at 1935, 1940, 1960, 1980, and 2000 Lucent Lane, Naperville IL 60563 (hereinafter "**Agreement**") 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 (hereinafter "**City**" or "**City of Naperville**"), with an address of 400 South Eagle Street, Naperville IL 60540, and Nokia of America Corporation, a Delaware corporation registered to transact business in the State of Illinois (hereinafter "**OWNER**"), with offices at 2000 Lucent Lane, Naperville IL 60563 . The City and OWNER 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 having common addresses of 1935 [part of], 1940, 1960, 1980 Lucent Lane, and 2000 Lucent Lane, Naperville IL 60563, and having parcel identification numbers 08-05-207-034 and 05-32-300-012 (hereinafter "**SUBJECT PROPERTY**"). OWNER is the current owner of the SUBJECT PROPERTY.

B. In 2011 the City approved the Alcatel-Lucent USA Inc. subdivision (the "**2011 Plat of Subdivision**"). The SUBJECT PROPERTY is Lot 2 of the 2011 Plat of Subdivision which is comprised of 175.22 acres zoned ORI (Office, Research, and Light Industry District).

C. OWNER has petitioned the City for approval of a Preliminary/Final Plat of Subdivision of Lot 2 of the 2011 Plat of Subdivision (hereinafter "**Preliminary/Final Subdivision Plat**") in order to re-subdivide the SUBJECT PROPERTY into four lots which lots (hereinafter the "**Nokia Campus**") are generally described below:

**Lot 2:** 1940, 1960, and 1980 Lucent Lane (constructed in 2000), and the northeast portion of 1935 Lucent Lane, Naperville IL;

-A garage building (“**West Garage Building**”) is located on at 1940 Lucent Lane on Lot 2 which is attached to the building located at 1960 Lucent Lane.

-A garage building (“**East Garage Building**”) is located at 1980 Lucent Lane on Lot 2 which is attached to the building located at 1960 Lucent Lane.

-The electric “**Control House**”, as defined in paragraph 6.5 hereof, is located at 1935 Lucent Lane.

**Lot 3:** 2000 Lucent Lane, Naperville, IL (constructed in 1960 and 1974);

**Lot 4:** Vacant land located north of Lot 3; and

**Outlot A:** Stormwater detention facility (located west of Lot 3)

[**Note:** The City’s Electric Substation known as the “**Indian Hill Electric Substation**”, located north of Warrenville Road and west of Lucent Lane located at 1935 Lucent Lane, is not part of the requested resubdivision and will retain its “**Lot 1**” designation from the 2011 Plat of Subdivision].

D. The provisions of this Agreement apply to the OWNER and any subsidiary, affiliate or parent of the OWNER during OWNER’S ownership, and to OWNER’s successors, assigns, and transferees.

E. All obligations denoted as OWNER obligations herein are obligations which are binding on the OWNER and the OWNER’s successors and assigns. Therefore, if the OWNER sells one or more Lots which constitute the Nokia Campus, all obligations pertaining to said Lots become the obligations of the respective successors in interest, and such successors assume all obligations as the OWNER with respect to such Lots.

F. 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 redevelopment and operation of the SUBJECT PROPERTY, the OWNER 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.

3. **Development of the SUBJECT PROPERTY.** OWNER shall construct all improvements related to the development of the SUBJECT PROPERTY in compliance with the terms of this Agreement, the Naperville Municipal Code as amended from time to time, and all other applicable laws at its sole cost.
4. **Fees Due.** OWNER 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:
  - 4.1 **Infrastructure Availability Charges and User Fees.** Upon a request for connection to and service from the City's water or sanitary system, the requester 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 are requested.
  - 4.2 **Facility Installation Charges and User Fees.** Upon a request for connection to and service from the City of Naperville electric system, the requester 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 are requested.

**PARAGRAPHS 5 through 9 – APPLICABLE TO LOT 2 AND LOT 3:**

Lot 2 and Lot 3 of the Nokia Campus are connected by an approximately 212-foot-long pedestrian bridge (herein the "**Pedestrian Bridge**"). Furthermore, since Lot 2 and Lot 3 of the re-subdivision have functioned as part of a single lot in the past, they have overlapping utility services, fire prevention, and other systems, which will need to function, or otherwise operate, independently, as provided herein.

The requirements of paragraph 5 (Commercial Property Association), paragraph 6 (Electric Service), paragraph 7 (Separation of Water Supply and Water Supply Infrastructure for Fire Systems on Lot 2 and Lot 3), paragraph 8 (Building Services), and paragraph 9 (Pedestrian Bridge) apply only to Lot 2 and Lot 3 of the Nokia Campus, and shall be applicable as follows:

- A. **If Lot 2 and Lot 3 are owned by a single entity, but one or more structures on Lot 2 and one or more structures on Lot 3 are to be concurrently occupied,** the requirements of paragraph 6 (Electric Service), paragraph 7 (Separation of Water Supply and Water Supply Infrastructure for Fire Systems on Lot 2 and Lot 3), paragraph 8. (Building Services), and paragraph 9 (Pedestrian Bridge), herein, are applicable (except that the requirements of paragraph 6 (Electric Service), need not be complied with so long as separate electric bills are not requested for structures on Lot 2 and Lot 3).

- B. If Lot 2 and Lot 3 are to be owned by separate entities**, whether or not one or more structures on Lot 2 and one or more structures on Lot 3 are to be concurrently occupied, the requirements of paragraph 5 (Commercial Property Association), paragraph 6 (Electric Service), paragraph 7 ((Separation of Water Supply and Water Supply Infrastructure for Fire Systems on Lot 2 and Lot 3), paragraph 8. (Building Services), and paragraph 9 (Pedestrian Bridge) herein are applicable.
- 5. Commercial Property Association [Applicable only to Lot 2 and Lot 3].** Ownership of Lot 2 and Lot 3 of the SUBJECT PROPERTY may not be separated until a Commercial Property Association (“**Commercial Property Association**”) has been formed to govern Lot 2 and Lot 3, and the covenants, conditions, and restrictions (hereinafter “**CCRS**”) described below have been recorded against Lot 2 and Lot 3. The Association will oversee and be responsible for the purposes identified herein including, but not limited to, matters affecting Lot 2 and Lot 3 and the Pedestrian Bridge, which connects Lot 2 and Lot 3. Notwithstanding any other provision contained herein, upon its formation, the Commercial Property Association shall, together with the owner(s) of Lot 2 and Lot 3, be jointly and severally liable for all obligations contained or referenced in this Agreement associated with Lot 2 and Lot 3 of the SUBJECT PROPERTY. Until the formation of the Commercial Property Association, the OWNER shall be solely liable for all obligations contained or referenced in this Agreement with respect to Lot 2 and Lot 3.
- 5.1. City CCRS.** The CCRS shall include the City provisions (hereinafter “**City CCR Provisions**”) set forth in Paragraphs 5, 6, 7, 8, 9, and 10 of this Agreement, and each subsection thereof. The final form of the City CCR Provisions shall be approved by the City Attorney. The CCRS shall provide that the City CCR Provisions shall not be amended, modified, or terminated without the prior written approval of the City. The CCRS shall further provide that the Commercial Property Association shall defend, indemnify, and hold harmless the City of Naperville and its officers, agents, and employees from any claim, judgment, loss and/or damage of any kind, resulting from or related to the City CCR Provisions.
- 6. Electric Service [Applicable to Lot 2 and Lot 3].**
- 6.1. Separating Bills for Electric Consumption.** In order for the City of Naperville’s Department of Utilities – Electric (“DPU-E”) to provide separate billing for electric consumption of the structures on Lot 2 (1940, 1960 and 1980 Lucent Lane), and the structures on Lot 3 (2000 Lucent Lane), the OWNER shall design, purchase, and install a primary 13.2kV main disconnect and metering cabinet for each of the two feeders fed from the Control House (as defined in paragraph 6.5 below) to service Lot 2 and to be installed on the exterior wall of the West Garage building located upstream of the existing customer owned transfer switch on Lot 2. The foregoing shall be accomplished by the OWNER and approved by DPU-E and the City’s Transportation, Engineering, and Development Department (known as “TED”) prior to issuance of an occupancy permit for any structure on Lot 2.

The OWNER and the Commercial Property Association shall defend, indemnify, and hold the City and its officers, agents, and employees, harmless for any disruption in service due to issues and maintenance of the above described facilities, including, but not limited to, the Control House.

**Separate Billing for Lot 2 and Lot 3.** The existing primary meter (“**Primary Meter**”) at the City’s Indian Hill Electric Substation located on Lot 1 meters all electric consumption for Lot 2 and Lot 3. In order to create separate electric billing for Lot 2 and Lot 3, electric consumption metered for structures located on Lot 2 will be deducted from the consumption measured by the Primary Meter, and the balance shall be billed to the OWNER for Lot 3.

## **6.2. Consequences of Delinquent Payment.**

- 6.2.1. Until Lot 2 and Lot 3 are owned by separate persons or entities, the OWNER shall be solely liable to pay all fees associated with electric energy consumption on Lot 2 and Lot 3 of the SUBJECT PROPERTY. Failure of the OWNER to pay such electric bills in full in a timely manner shall result in a lien being placed on Lot 2 and Lot 3 by the City. In addition, DPU-E will send notification to the OWNER that electric service to Lot 2 and Lot 3 will be terminated. Electric service will be restored within twenty-four (24) hours of receipt of payment by the City for delinquent electric energy charges and any associated fees for restoration and lien processing.
- 6.2.2. Unless the OWNER constructs separate and independently operating electric systems for Lot 2 and Lot 3, upon separation of ownership of Lot 2 and Lot 3, if the property OWNERS of either Lot 2 or Lot 3, or both, are delinquent in their electric utility payments to the City, Title 8 Chapter 1, Section 5 of the Naperville Municipal Code, as amended from time to time, will apply and a lien will be placed on the lot(s) which are in arrears. In addition, DPU-E will send notification to the Commercial Property Association, which must be created prior to transfer of ownership where Lot 2 and Lot 3 are not owned by the same person or entity, identifying which lot owner is in default. The Commercial Property Association will disconnect electric service within the Control House (as defined in paragraph 6.5 below) to structures on the lot(s) that has failed to timely pay. If the Commercial Property Association fails to disconnect the service, as described above, within (48) hours of issuance of notice by the City, and payment has still not been received by the City, DPU-E reserves the right to disconnect service to both Lot 2 and Lot 3 until such time as the delinquent payment has been received or until the Commercial Property Association disconnects power to structures on the lot for which payment has not been received.
- 6.2.3. In the event that either Lot 2 or Lot 3 are leased to another person or entity, if the OWNER asks the City to generate a separate electric bill for Lot 2 and Lot 3, the OWNER shall give written notice to the Director of DPU-E to that effect, providing contact information for the Lessee and confirming that the OWNER retains control

of the Control House on Lot 2. If the property owner or lessee of either Lot 2 or Lot 3, or both, are delinquent in their electric utility payments to the City, Title 8 Chapter 1, Section 5 of the Naperville Municipal Code, as amended from time to time, will apply and a lien will be placed on the lot(s) that are in arrears. In addition, DPU-E will send notification to OWNER, and the OWNER will be required to disconnect electric service within the Control House (as defined in paragraph 6.5 below) to structures on the lot for which payment has not been timely made. If the OWNER fails to disconnect service, as described above, within (48) hours of issuance of notice by the City, and payment has still not been received by the City, DPU-E reserves the right to disconnect service to both Lot 2 and Lot 3 until such time as the delinquent payment has been received or until the OWNER disconnects power to structures on the lot for which payment has not been received.

**6.3. No Conveyance Prior to Formation of Commercial Property Association.**

Ownership of Lot 2 and Lot 3 may not be separated until a Commercial Property Association to govern Lot 2 and Lot 3 has been formed and is operational, and CCRS, as described and referenced herein, have been recorded against Lot 2 and Lot 3.

**6.4. City's Option to Change Voltage.** The City shall provide metered energy at 13.2kV to the structures on Lot 2 and Lot 3 except that DPU-E may require the OWNER, at ~~Owner's~~ the OWNER'S sole cost, to take all steps needed to convert to standard voltages used by DPU-E if there are substantial modifications to an existing structure on Lot 2 or Lot 3 as determined by the City. Further, the City shall provide new metered electric service required by any new building, structure, facility or equipment on the SUBJECT PROPERTY at the sole cost of the OWNER in accordance with Naperville Municipal Code, as amended from time to time.

**6.5. Operation, Repair, Replacement, and Maintenance.** The OWNER privately owns a structure and area on Lot 2 that contains electrical equipment including, but not limited to, switches, relays, monitoring equipment, control feeders, and electric switchgear equipment, and also owns feeders emanating from the such structure, which serve Lots 2 and 3 (cumulatively referenced herein as the "**Control House**").

Said Control House, its contents, and all related equipment and feeders shall be the private obligation and responsibility of OWNER and the Commercial Property Association (upon its formation) to operate and maintain, in good working order, and to repair, replace, and reconstruct as needed. The City shall have no obligation or responsibility whatsoever with respect to the operation, maintenance, repair, replacement or reconstruction of said Control House or its contents, or any associated equipment or feeders.

**7. Separation of Water Supply and Water Supply Infrastructure for Fire Systems on Lots 2 and 3. [Applicable to Lot 2 and Lot 3].**

7.1. The water and fire systems serving structures on Lot 2 are currently dependent on infrastructure located wholly or in part on Lot 3. To ensure continued and future fire and water system service for the structures on Lot 2, upon separation of ownership of both lots or as provided in 7.5, the water infrastructure and fire systems shall be separated such that the structures on Lot 2 and the structure(s) on Lot 3 are at all times served and operated independently from each other.

7.2. OWNER has provided preliminary engineering plans prepared by Bono Consulting, Inc., Civil Engineers, dated December 30, 2019, last revised January 24, 2020, (hereinafter "**Preliminary Engineering Plans**"), which depict the proposed reconfiguration by which the water and fire systems for the buildings located on Lot 2 can be separate and independent from the water and fire systems for the structures on Lot 3. Such reconfiguration includes, but is not limited to, installation of a fire pump on Lot 2 that will be supplied water from City water mains independent of the water supply and infrastructure on Lot 3.

7.3. Prior to issuance of a site development permit and commencement of the required work for the improvements depicted on City-approved final engineering plans, OWNER shall submit: (i) final engineering plans, in substantial conformance with approved Preliminary Engineering Plans, for review and approval by the City; and (ii) financial surety in a form, amount, and from a source approved by the City Attorney. OWNER shall also be responsible for obtaining all other building permits to establish an independent water and fire safety system on Lot 2 including, but not limited to, fire suppression and fire alarm permits.

7.4. OWNER shall construct all improvements on the SUBJECT PROPERTY in compliance with the approved final engineering plans and all other applicable building permits at its sole cost.

7.5. Notwithstanding any other provision of this Agreement, the work described in this Paragraph 7 shall be completed, and must be approved by the City, prior to issuance of any occupancy permit for Lot 2.

**8. Building Services [Applicable to Lot 2 and Lot 3].** In addition to the water and fire system separation discussed in Paragraph 7, above, to the extent that existing Building Services on Lot 2 and Lot 3 may be interdependent (as "Building Services" is defined below), the OWNER is responsible for establishing separate Building Services such that the Building Services for structures on Lot 2 are separate and independent from the Building Services for structures on Lot 3. OWNER shall obtain all building permits necessary to establish, construct, reconstruct, alter, repair, and maintain independent Building Services for each Lot. Electric services shall be provided as set forth in Paragraph 6, above.

Upon completion of said work, and prior to issuance of any occupancy permit for Lot 2, the owner(s) shall provide the City with a signed and notarized letter confirming that the Building Services on Lot 2 and Lot 3 operate independently of each other. “**Building Services**” is defined herein plumbing and mechanical services and includes separate fire sprinkler and fire alarm systems, including but not limited to fire alarm monitoring, for Lots 2 and 3.

Any Building Services constructed on Lot 2 and Lot 3 in the future shall likewise be constructed so as to be separate and independent of each other.

9. **Pedestrian Bridge [Applicable to Lot 2 and Lot 3].** The structures on Lot 2 are connected to the structure on Lot 3 by an enclosed elevated Pedestrian Bridge. The OWNER and the Commercial Property Association, once it is formed, shall be jointly and severally responsible for the ongoing operation, maintenance, repair, and reconstruction of the Pedestrian Bridge in compliance with the Naperville Municipal Code, (including but not limited to the Building Code), as amended from time to time (herein “**Code**”) including, but not limited to, the following:
  - 9.1. Modification of the locking arrangement of the Pedestrian Bridge so that there is no ability for a dead-end corridor to occur (2018 IBC 1020.4).
  - 9.2. Modification of the Pedestrian Bridge so that its doors swing in the direction of travel (2018 IBC 1010.1.2.1).
  - 9.3. Posting of signage on the Pedestrian Bridge giving notice that the Pedestrian Bridge is to be used only for walkway usage, and is not to be used for business or assembly-type gatherings. The signage shall be approved by the City prior to its installation and shall be considered part of the Pedestrian Bridge.
  - 9.4. At all times each structure on Lot 2 and Lot 3 will maintain a Code compliant, independent means of egress that does not include the existing Pedestrian Bridge.
  - 9.5. If the Pedestrian Bridge is in operation, all doors exiting the Pedestrian Bridge shall be in full operation.
  - 9.6. The Pedestrian Bridge fire alarm and fire sprinklers shall be maintained and operational at all times. The fire alarm shall be required to be in connection with both Lot 2 and Lot 3 at all times. The fire sprinkler system may be fed from either Lot 2 or Lot 3.
  - 9.7. If the Pedestrian Bridge is to be removed, a separate City permit will be required for Lot 2 and Lot 3 (hereinafter “Permits”). The work associated with such Permits shall be performed simultaneously and coordinated so that the Pedestrian Bridge is entirely removed and so that its removal is accomplished in safe manner.



**10. Lot 4.**

10.1. OWNER has petitioned the City for rezoning of Lot 4 from Industrial to R2 PUD. Any development/redevelopment of Lot 4 shall comply with the provisions set forth in Paragraph 2 above including, but not limited to, the obligation to pay school and park donations due pursuant to the provisions of Section 7-3-5 of the Naperville Municipal Code in effect at the time of payment. Such payment may be made either prior to recordation of any final plat for Lot 4 as provided in Section 7-3-5:5.5.2.1 of the Code (Estimated Lump Sum Payment) or pursuant to Section 7-3-5:5.5.2.2 (Per Permit Payment).

**11. Outlot A.**

11.1. In developing Outlot A, OWNER shall comply with the provisions set forth in Paragraph 2 above, and OWNER shall be responsible for the installation and ongoing repair, maintenance, reconstruction, and operation of all aspects of the stormwater detention facility located on Outlot A.

**12. Easements.**

12.1. The OWNER shall grant easements to the City, at no cost to the City, for Lot 2 and Lot 3 of the SUBJECT PROPERTY for public utilities, drainage, sidewalk, and access required by the City and in a form approved by the City. Such easements shall be granted by a subdivision plat or plat of easement within ninety (90) days of a request therefor, or such other time as is mutually agreed upon in writing by the Parties.

12.2. The OWNER shall grant easements to the City, at no cost to the City, for Lot 4 of the SUBJECT PROPERTY for public utilities, drainage, sidewalk, and access required by the City, and in a form approved by the City. Such easements shall be granted by a subdivision plat or plat of easement prior to issuance of a site development permit to perform work on Lot 4.

**13. Financial Surety.**

13.1. Financial surety in a form and from a source acceptable to the City Attorney shall be provided and maintained in the amount of 110% of the approved engineer's cost estimate that guarantees the completion of public improvements and soil erosion and sedimentation control for the SUBJECT PROPERTY ("Public Improvements"). Financial surety shall be received and approved prior to issuance of a site development permit. Notwithstanding any provision of said surety, until the Public Improvements have been accepted by the City, the OWNER shall remain obligated for completion of said Public Improvements and/or (at the City's sole discretion) to pay any costs for said Public Improvements to the extent that the surety is not sufficient to pay for the costs of the Public Improvements, or in the event of any denial, or partial denial of coverage by the surety, or failure of the surety to timely respond to a demand for payment. Prior to acceptance of the Public Improvements by

the City, the OWNER shall provide the City with a maintenance surety for the Public Improvements in a form approved by the City Attorney and in conformity with the Naperville Municipal Code then in effect.

As to any surety or maintenance surety provided by the OWNER to the City hereunder, the OWNER agrees that: (1) at no time shall the City be liable for attorneys' fees with respect thereto; (2) OWNER shall be liable to pay the City's reasonable attorneys' fees and costs (in-house or outside counsel) in enforcement thereof; and (3) the list of circumstances set forth in such surety (including any exhibit thereto) as bases for default thereunder shall entitle the City to draw on said surety.

**14. Building Permits.**

14.1. In addition to prerequisites for issuance of a site development permit set forth in this Agreement, no building permit 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.

**15. Addresses for Notices under this Agreement.**

**To the CITY:**

Director of Transportation, Engineering and Development  
City of Naperville  
400 South Eagle Street  
Naperville, Illinois 60540

With copies to:

City Attorney, City of Naperville  
400 South Eagle Street  
Naperville, Illinois 60540

**To the OWNER:**

Shyrlene Foster, Contract Manager  
2000 Lucent Lane  
Naperville, IL 60563

With copies to:

Nokia of America Corporation  
600 – 700 Mountain Avenue  
Room 6E228  
Murray Hill, New Jersey 07974  
Attn: C B Smith, Esq. – Head of Legal & Compliance – Real Estate

**To the COMMERCIAL PROPERTY ASSOCIATION:**

To a name and address to be provided by the OWNER to the City within thirty (30) days of the formation of the Commercial Property Association.

**16. General Conditions.**

- 16.1. **Binding Effect.** The City and the OWNER acknowledge and agree that the terms contained herein shall be binding upon and inure to the benefit of the City and the OWNER and to their successors, assigns, and transferees, and any subsidiary, affiliate or parent of the OWNER.
- 16.2. **Access.** The City shall be granted access to the SUBJECT PROPERTY at reasonable times and upon prior notice to confirm compliance with the provisions of this Agreement.
- 16.3. **Severability.** It is mutually understood and agreed that all agreements and covenants contained 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.
- 16.4. **Amendment.** The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.
- 16.5. **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party.
- 16.6. **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.
- 16.7. **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.
- 16.8. **Recordation.** This Agreement will be recorded by the City with the office of the DuPage County Recorder.
- 16.9. **Term.** Unless terminated earlier by written agreement of the Parties hereto, this Agreement shall be effective upon the Effective Date set forth in Section 16.14 hereof and shall terminate, without further action by either Party, upon the later of twenty (20) years from the Effective Date or issuance of all final certificates of occupancy for the SUBJECT PROPERTY.

- 16.10. **Automatic Expiration.** If the Preliminary/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 Preliminary/Final Plat of Subdivision and this Agreement by the City Council, the Preliminary/Final Plat of Subdivision and this Agreement shall automatically lapse and become null and void without further action by the City.
- 16.11. **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 10 and 16.1, 16.2, 16.3, 16.6, 16.7, and 16.11.
- 16.12. **Authority to Execute/OWNER.** The undersigned warrants that he/she is the OWNER of the SUBJECT PROPERTY, or is the duly authorized representative of the OWNER 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.
- 16.13. **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.
- 16.14. **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/



**CITY OF NAPERVILLE**

By: \_\_\_\_\_  
Douglas A. Krieger  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
Pam Gallahue, Ph.D.  
City Clerk

Date: \_\_\_\_\_