

PROPERTY ADDRESS:

126, 140 AND 148 N. WRIGHT STREET
619 E. FRANKLIN AVENUE
147 N. COLUMBIA STREET
NAPERVILLE, IL 60540

P.I.N.S

08-18-309-002
08-18-422-001

RETURN TO:

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

**OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT
FOR HERITAGE PLACE SUBDIVISION**

This Owner's Acknowledgement and Acceptance Agreement for the Heritage Place Subdivision ("**Agreement**") located at 126, 140 and 148 N. Wright Street, 147 N. Columbia Street, and 619 Franklin Avenue, Naperville, IL 60540, is entered into by and between the City of Naperville, a home rule unit of local government under the Constitution and laws of the State of Illinois ("**City**" or "**City of Naperville**"), with an address of 400 South Eagle Street, Naperville, Illinois 60540, and RAM West Capital, LLC, an Illinois limited liability company ("**OWNER AND DEVELOPER**"), with offices at 127 Aurora Avenue, Naperville, IL 60540. The City and the OWNER AND DEVELOPER are together hereinafter referred to as the "**Parties**" and sometimes individually as "**Party**".

RECITALS

A. This Agreement pertains to approximately 3.79 acres of real property located within the corporate limits of the City of Naperville with common addresses of 126, 140, and 148 N. Wright Street and 619 Franklin Avenue, Naperville, IL 60540, having parcel identification numbers of 08-18-309-002 and 08-08-422-001 (hereinafter referred as the "**SUBJECT PROPERTY**"). OWNER AND DEVELOPER is the owner of the SUBJECT PROPERTY.

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

Ordinance 20 - ____ An Ordinance Approving a Conditional Use for Single Family Attached Units in the R2 Zoning District and Variances for Height and Setback for the Property Located on Wright Street, Columbia Street, and Franklin Avenue (Heritage Place); and

Ordinance 20 - ____ An Ordinance Approving the Preliminary Plat of Subdivision and the Owner's Acknowledgement and Acceptance Agreement for the Property Located on Wright Street, Columbia Street, and Franklin Avenue (Heritage Place)

C. The SUBJECT PROPERTY is currently improved with multiple buildings, including the Kroehler Mansion. The Kroehler Mansion is a structure of historical significance to the City of Naperville designed and constructed in 1908 for Peter Kroehler, a community philanthropist, a two-term Mayor of the City of Naperville, and the president of the Lounge Company (which became the Kroehler Manufacturing Company, the world's largest furniture manufacturer, and a U.S. Armed Forces military contractor during World War II).

D. OWNER AND DEVELOPER intends to preserve and convert the Kroehler Mansion into two single family attached units (townhomes) but intends to demolish the other buildings on the Subject Property and construct eleven (11) buildings with thirty-nine (39) single family attached dwelling units (for a total of 41 attached dwelling units/townhome units).

E. Approval of the Heritage Place Ordinances by the City Council, by which certain variances and a conditional use for single family attached dwellings will be allowed and by which a preliminary plat of subdivision for the Heritage Place Subdivision ("**Preliminary Subdivision Plat**") will be approved, are premised in significant part upon and subject to OWNER AND DEVELOPER'S preservation and adaptive re-use of the Kroehler Mansion, construction of two public parks (the Main Park and Pocket Park as defined herein), a private garden, and a public Pedestrian Pathway (as defined herein), all of which will contribute to a setting for the Kroehler Mansion that can be enjoyed by both the residents of the Heritage Place development and the public.

F. A "Property Covenant Incentive Agreement to Protect and Preserve the Kroehler Mansion between the City of Naperville and Little Friends" and a related "Covenant Running with the Land" ("Covenant") have been recorded against the SUBJECT PROPERTY with the DuPage County Recorder under Document Numbers _____ and _____ respectively. The Covenant contains provisions requiring the ongoing protection and preservation of the Kroehler Mansion, including but not limited to a requirement to create and abide by an preservation plan ("Preservation Plan") approved by the City's Zoning Administrator prior to demolition of the structures attached to or adjacent to the Kroehler Mansion, and providing for consequences of failure to abide by the terms of the Covenant. Said Covenant, or the amended Covenant provided for therein, shall be binding upon OWNER AND DEVELOPER and its lessees, successors in interest, heirs, executors, transferees, and assignees, including but not limited to any and all future owners of the SUBJECT PROPERTY, or portion of the SUBJECT PROPERTY, as applicable.

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

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

1. **Recitals Incorporated.** The foregoing Recitals are incorporated herein as though fully set forth in this Section 1.
2. **Ongoing Compliance.** In the development and operation of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall be subject to and shall fulfill all conditions set forth or referenced herein associated with the SUBJECT PROPERTY, including but not limited to: (i) the terms of this Agreement; (ii) the provisions of the Naperville Municipal Code, as amended from time to time; and (iii) all ordinances and resolutions passed or adopted by the Naperville City Council related to the SUBJECT PROPERTY.
3. **Development of the SUBJECT PROPERTY.** OWNER AND DEVELOPER shall construct all improvements related to the development of the SUBJECT PROPERTY in substantial compliance with preliminary engineering plans prepared by Engineering Resource Associates, Inc., dated July 15, 2020, last revised October 13, 2020 (“**Preliminary Engineering Plans**”) at its sole cost unless otherwise provided herein.
4. **School Donation.** OWNER AND DEVELOPER agrees to abide by the school donation provisions set forth in Section 7-3-5 (Dedication of Park Lands and School Sites or for Payments of Fees in Lieu of) of the Naperville Municipal Code, as amended from time to time. Further, OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required school donation pursuant to the “Per Permit Payment” provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code. Said Per Permit Payment shall be calculated based on the school donation table set forth in Section 7-3-5 of the Naperville Municipal Code in effect at the time of the building permit issuance and shall be made prior to issuance of the building permit. Payment of the required school donation shall not be paid under protest, or otherwise objected to.
5. **Park Donation:** OWNER AND DEVELOPER agrees to abide by the park donation provisions set forth in Section 7-3-5 (Dedication of Park Lands and School Sites or for Payments of Fees in Lieu of) of the Naperville Municipal Code, as amended from time to time and as set forth herein. Said park donation requirement shall be fulfilled by OWNER AND DEVELOPER with a combination of land donations as set forth in Subsection 5.1 below, and a cash donation as set forth in Subsection 5.2 below:
 - 5.1 **Land Donation:** OWNER AND DEVELOPER shall donate the parcels of land described in Subsections 5.1.1 below (the “**Park Donation Lots**”) to

the Naperville Park District subject to the terms and conditions described in this Section 5.

5.1.1 Main Park. An approximately 0.440-acre park (“**Main Park**”) on Outlot B as depicted on the Preliminary Plat of Subdivision shall be dedicated as set forth herein.

Pocket-Park. An approximately 0.120-acre park (“**Pocket Park**”) on Outlot C as depicted on the Preliminary Plat of Subdivision shall be dedicated as set forth herein.

5.1.2 Conveyance. OWNER AND DEVELOPER shall convey the Park Donation Lots to the City for subsequent conveyance to the Naperville Park District within sixty (60) days of a written request to do so from the City, which shall not occur until after acceptance of the Park Donation Lots by the Naperville Park District in accordance with the procedures and requirements of the CITY and the Naperville Park District. Said sixty (60) day timeframe may be modified by written agreement of the City Engineer. The Park Donation Lots may be conveyed separately upon written approval of the City Engineer and the Director of Planning of the Naperville Park District.

5.1.3 Real Estate Taxes. OWNER AND DEVELOPER shall be liable to pay in full all real estate property taxes on each Park Donation Lot accruing through the date of acceptance of the Park Donation Lots by City Council action. OWNER AND DEVELOPER shall pay such taxes within fifteen (15) calendar days of notice thereby issued by the City. Notwithstanding the foregoing, OWNER AND DEVELOPER may opt to object to a required tax payment in which case OWNER AND DEVELOPER shall be solely responsible for payment of all taxes deemed owed and any associated fees and penalties therefor within seven (7) calendar days of issuance of a final decision on such objection. OWNER AND DEVELOPER agrees that failure to pay all real estate property taxes in accord with the provisions set forth above shall result in the City’s ability to pay such taxes and place a lien therefor against the SUBJECT PROPERTY, or any portion thereof as determined by the City, plus interest, attorney’s fees and costs and recording costs.

5.1.4 Park Donation Improvements. Prior to conveyance of the Park Donation Lots, OWNER AND DEVELOPER shall

make the following improvements to the Park Donation Lots (hereinafter "**Park Donation Improvements**"):

5.1.4.1 Remove all impervious surfaces and structures.

5.1.4.2 Fine grade and seed all surfaces to the Park District's specifications.

5.1.4.3 Preserve the large oak tree located on Outlot B (Main Park) as depicted on the Preliminary Landscaping Plan as Preliminary Landscaping Plan is defined in Section 10.1.

5.1.5 Completion of Park Donation Improvements. Completion of the Park Donation Improvements, and approval thereof by the Naperville Park District, shall take place within two years of recordation of the final plat of subdivision for the SUBJECT PROPERTY, or such other time as agreed to in writing by the City Engineer.

Failure of the OWNER AND DEVELOPER to timely complete the Park Donation Improvements and/or failure to timely convey said Park Donation Lots as provided herein shall result in the City having the option to cease issuance of building permits, occupancy permits, and/or other permits related to the SUBJECT PROPERTY or any part thereof.

5.2 **Cash Donation:** Prior to submission of an application for building permits for each of the eleven (11) new townhome buildings and for the Kroehler Mansion on the SUBJECT PROPERTY, OWNER AND DEVELOPER shall calculate the amount due to the Park District for said building based on the actual number of bedrooms per unit, taking into consideration of the land donation described in Section 5.1 above. OWNER AND DEVELOPER shall provide the Park District with an affidavit ("**Park Cash Donation Affidavit**" or "**Affidavit**") setting forth the Park District payment due for said building along with the calculation used to determine that amount. Upon approval of said amount by the Park District, reflected on such Affidavit with the signature and printed name of the Park District representative issuing the approval, and the date of the approval, the OWNER AND DEVELOPER shall submit the approved Park Donation Affidavit to the City along with its application for a building permit for the building in question.

5.3 OWNER and DEVELOPER agrees that payment of the park donation amount established herein shall not be paid under protest, or otherwise objected to.

6. **Fees Due.** OWNER AND DEVELOPER shall pay all fees (which fees shall not be paid under protest or otherwise objected to) set forth herein and required by the Naperville Municipal Code as amended from time to time, including but not limited to the following:
- 6.1 **Engineering Review Fee.** The Engineering Review Fee will be determined based on 1.65% of the approved engineer's cost estimate. Notwithstanding the foregoing, the CITY shall only charge 50% of the engineering review fee for the Reimbursable Improvements described in Section 7.2 below. This fee is due prior to recording the final plat of subdivision for the SUBJECT PROPERTY.
 - 6.2 **Infrastructure Availability Charges and User Fees.** Upon a request for connection and service to the City's water or sanitary system, OWNER AND DEVELOPER shall pay for all infrastructure availability charges and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.
 - 6.3 **Facility Installation Charges and User Fees.** Upon a request for connection and service to the City of Naperville electric system, the OWNER AND DEVELOPER shall pay for all Facility Installation Charges (FIC) and user fees in accordance with the provisions of Title 8 of the Naperville Municipal Code then in effect and the Electric Service Rules and Policies as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.
7. **Watermain Improvements.** OWNER AND DEVELOPER agrees to design and construct the following watermain improvements in accordance with the Preliminary Engineering Plans, as said Preliminary Engineering Plans may be modified by the final engineering plans approved by the City Engineer (hereinafter referred to as "**Watermain Improvements**"):
- i. An eight-inch (8") watermain along the east side of Wright Street between Franklin Avenue and School Street;
 - ii. An eight-inch (8") watermain along the west side of Columbia Street between Franklin Avenue and School Street;
 - iii. An eight-inch (8") watermain along the south side of School Street between Wright Street and Columbia Street; and
 - iv. An eight-in (8") watermain along the north side of Franklin Avenue between Wright Street and Columbia Street.
- 7.1 Final engineering plans for the Watermain Improvements shall be submitted for the review and approval of the Director of the Public Utilities – Water/Wastewater ("**Director**") and the City Engineer concurrent with or as part

of the submission of the final engineering plans for the SUBJECT PROPERTY. The Watermain Improvements shall be completed by the OWNER AND DEVELOPER and approved by the Director prior to issuance of any temporary or final occupancy permit for the SUBJECT PROPERTY, unless an extension of time is approved by the Director and the City Engineer.

- 7.2 Subject to the provisions set forth herein, and for this development only, the CITY agrees to reimburse OWNER AND DEVELOPER for the following items (hereinafter "**CITY's Costs**"):
- 7.2.1 Fifty percent (50%) of the actual costs of the portions of the Watermain Improvements described in subromanettes (i) and (ii) in Section 7 above ("**Reimbursable Improvements**"), including the actual costs of the engineering design of the Reimbursable Improvements, installation of water main, mobilization, pressure connection to existing water main, valves, vaults, sidewalk removal and replacement including handicap ramps, pavement patches, trench backfill, and restoration.
 - 7.2.2 One hundred percent (100%) of the actual costs of private water services extending from the Reimbursable Improvements to the b-boxes for existing homes on the far side of Wright and Columbia Streets.
- 7.3 Except for the CITY's Costs described herein, the OWNER AND DEVELOPER shall be solely responsible for all other costs associated with the Watermain Improvements, including but not limited to installing water services for the buildings on the SUBJECT PROPERTY.
- 7.4 Reimbursement of the CITY's Costs shall be subject to compliance by the OWNER AND DEVELOPER with the requirements of Section 7-3-6 of the Naperville Municipal Code, and each applicable sub-part thereof.
8. **Pedestrian Pathway.** The OWNER AND DEVELOPER agrees to install, at the OWNER AND DEVELOPER'S sole cost, a five foot (5') wide concrete pedestrian pathway on Outlot A of the SUBJECT PROPERTY to connect Outlot B (Main Park) with Outlot C (Pocket Park), as generally depicted on the Preliminary Engineering Plans (herein "**Pedestrian Pathway**"). Said Pedestrian Pathway shall be located within a public pedestrian access easement to be dedicated on the final subdivision plat for the SUBJECT PROPERTY, which pedestrian access easement shall be approved by the City Attorney. Said Pedestrian Pathway shall be constructed by the OWNER AND DEVELOPER and approved by the City Engineer within three (3) years after the recordation of the final subdivision plat for the SUBJECT PROPERTY. An extension of this timeframe may be granted in writing at the discretion of the City Engineer.

- 8.1 Design of said Pedestrian Pathway shall be included in the final engineering plans for the SUBJECT PROPERTY and shall be subject to approval of the City Engineer. Furthermore, said final engineering plans shall also be subject to approval of the Director of Planning of the Naperville Park District as to the locations of sidewalk stubs along the lot lines of Outlot B and Outlot C (i.e., the Park Donation Lots).
- 8.2 It shall be the sole responsibility of the OWNER AND DEVELOPER, or the Heritage Place Homeowners' Association, as applicable, to maintain, repair, and reconstruct the Pedestrian Pathway so that the use of the Pedestrian Pathway by the general public is maintained and not unreasonably limited and restricted. OWNER AND DEVELOPER shall give the City Engineer written notice before said obligation is turned over to the Heritage Place Homeowners' Association.
9. **Sidewalks.** OWNER AND DEVELOPER shall replace any substandard sidewalks located along all frontages of the property on School Street, Franklin Avenue, Wright Street and Columbia Street. The sections of the sidewalks to be replaced shall be determined by the City Engineer, including but not limited to any squares adjacent to the SUBJECT PROPERTY meeting the City standards for sidewalk replacement, and any squares damaged during the construction of the SUBJECT PROPERTY, which damaged squares may include sidewalks on the far side of the street. The sidewalk replacements to be constructed by the OWNER AND DEVELOPER with construction of each building shall be determined by the City Engineer, and construction of said sidewalk replacements shall be subject to approval by the City Engineer prior to issuance of a final occupancy permit for said building. An extension of this timeframe may be granted in writing at the discretion of the City Engineer.
10. **Tree Preservation and Landscaping Requirements.**
- 10.1 OWNER AND DEVELOPER shall preserve all existing parkway trees adjacent to the SUBJECT PROPERTY as depicted on the Preliminary Landscaping Plans prepared by Hitchcock Design Group, dated September 8, 2020, last revised October 13, 2020 ("**Preliminary Landscaping Plans**"). Furthermore, six (6) shade trees shall be added to the parkways of Wright Street, Columbia Street, School Street and Franklin Avenue as depicted on the Preliminary Engineering Plans ("**Parkway Trees**"). The Parkway Trees shall be planted at the OWNER AND DEVELOPER's sole cost prior to issuance of any occupancy permit for the SUBJECT PROPERTY unless a different timeframe is otherwise approved by the City Forester. The City Forester shall approve the locations and species of the Parkway Trees prior to planting of the trees. The Parkway Trees shall have a minimum trunk size of two and one-half inches (2½") in diameter when planted unless otherwise approved by the City Forester.

- 10.2 As part of the development of the SUBJECT PROPERTY, OWNER AND DEVELOPER shall preserve the large oak tree located in Outlot B in front of the Kroehler Mansion as depicted on the Preliminary Landscaping Plans.
- 10.3 OWNER AND DEVELOPER will remove a number of existing trees from the SUBJECT PROPERTY as depicted on the Preliminary Landscaping Plans. In order to mitigate the loss of the removed trees, the OWNER AND DEVELOPER, at its sole cost, shall install at least sixty-two (62) replacement trees and other landscaping materials on the SUBJECT PROPERTY in substantial compliance with the Preliminary Landscaping Plans ("**Onsite Replacement Trees**") no later than three (3) years after the recordation of the Final Subdivision Plat, unless a different timeframe is otherwise approved by the City Engineer.

Furthermore, OWNER AND DEVELOPER shall, at its sole cost, plant ten (10) replacement trees in the right-of-way in the Historic District (hereafter referenced as "**Off-Site Replacement Trees**") prior to issuance of any occupancy permit for the SUBJECT PROPERTY, unless a different timeframe is otherwise approved by the City Forester. The City Forester shall approve the locations and species of the Off-Site Replacement Trees prior to planting of the trees. The Off-Site Replacement Trees shall have a minimum trunk size of two and one-half inches (2½") in diameter when planted unless otherwise approved by the City Forester. The OWNER AND DEVELOPER shall provide written notification to the City Forester at least sixty (60) days prior to planting of the Off-Site Replacement Trees in order to allow the City Forester sufficient time to notify the adjacent homeowners.

11. **Construction Parking Management Plan.** OWNER AND DEVELOPER shall submit a parking management plan to specify how construction vehicles will be parked and managed during construction of the Heritage Place development, which plan shall be subject to the City Engineer's review and approval prior to issuance of a site development plan for the SUBJECT PROPERTY. OWNER AND DEVELOPER, and OWNER AND DEVELOPER'S employee's, agents, and representatives shall comply with the approved parking management plan throughout development of the SUBJECT PROPERTY unless a modification is approved in writing by the City Engineer.
12. **COA Requirements.** The SUBJECT PROPERTY is located within the limits of an historic district designated pursuant to Section 6-11-4 (Designation of Historic Districts) of the Naperville Municipal Code. The OWNER AND DEVELOPER acknowledges and agrees to abide by the provisions set forth in Section 6-11 (Historic Preservation) of the Naperville Municipal Code, as amended from time to time, including but not limited to the requirements of a Certificate of Appropriateness for certain improvements on the SUBJECT PRPERTY as set forth in Section 6-11-6, 6-11-7 and 6-11-8 of the Naperville Municipal Code. The OWNER AND DEVELOPER further shall include a notice in the Covenants, Conditions and Restrictions ("**CCRs**") of the Homeowners' Association for Heritage Place that the SUBJECT PROPERTY

is subject to the provisions pertaining to the Historic District set forth in the Naperville Municipal Code, as amended from time to time, including but not limited to requirements pertaining to Certificate of Appropriateness requirements. Said CCRs shall provide that said provisions, as approved by the City Attorney, may not be amended or removed from the CCRs without City approval.

13. **Financial Surety.** The OWNER AND DEVELOPER shall submit a surety to the City in a form and from a source acceptable to the City Attorney, and in an amount approved by the City Engineer based upon 110% of the approved engineer's cost estimate to guarantee the completion of public improvements and soil erosion and sedimentation control for the SUBJECT PROPERTY ("Public Improvements") in accordance with the Naperville Municipal Code then in effect. In addition, the OWNER AND DEVELOPER shall provide surety for the Pedestrian Pathway, Parkway Trees, Onsite and Off-site Replacement Trees in a form and from a source acceptable to the City Attorney, and in an amount approved by the City Engineer based on upon 110% of the approved engineer's cost estimate.

The financial surety described above shall be received and approved prior to issuance of a site development permit for the SUBJECT PROPERTY. Notwithstanding provision of said surety, until the Public Improvements have been accepted by the City, the OWNER AND DEVELOPER 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 AND DEVELOPER 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 AND DEVELOPER to the City hereunder, the OWNER AND DEVELOPER agrees that: (1) at no time shall the City be liable for attorneys' fees with respect thereto; (2) OWNER AND DEVELOPER 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.** No building permits shall be issued for the SUBJECT PROPERTY, or any portion thereof, until the 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. General Conditions.

- 15.1 Binding Effect. City and OWNER AND DEVELOPER acknowledge and agree that the terms contained herein shall be binding upon and inure to the benefit of the City and the OWNER AND DEVELOPER and their respective successors, assigns, and transferees, and any subsidiary, affiliate or parent of the OWNER AND DEVELOPER and any successor, assign, or transferee.
- 15.2 Severability. It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.
- 15.3 Amendment. The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the Parties hereto.
- 15.4 Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.
- 15.5 Choice of Law and Venue. This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- 15.6 Ambiguity. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.
- 15.7 Recordation. This Agreement will be recorded by the City with the office of the DuPage County Recorder.
- 15.8 Term. This Agreement shall be effective upon the Effective Date set forth in Section 15.12 hereof and shall terminate, without further action by either Party, upon the later of fifteen (15) years from the Effective Date or issuance of all final certificates of occupancy for the SUBJECT PROPERTY.
- 15.9 Survival. The terms and conditions set forth in the following paragraphs of this Agreement shall survive the expiration or termination of this Agreement: Sections 1-14, 15.1, 15.2, 15.3, 15.5, 15.6, and 15.9.
- 15.10 Authority to Execute/OWNER AND DEVELOPER. The undersigned warrants that he/she is the OWNER AND DEVELOPER of the SUBJECT

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

- 15.11 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.
- 15.12 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/

DEVELOPER:

RAM West Capital, LLC, an Illinois limited liability company, 127 Aurora Avenue,
Naperville, IL 60540

Will A. Novak

[Signature]

William A. Novak

[Printed name]

MANAGING MEMBER

[Title]

State of Illinois)
) ss
County of DuPage)

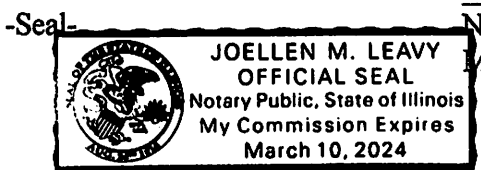
The foregoing instrument was acknowledged before me by William A. Novak
this 14th day of October 2020.

Joellen M. Leavy
Notary Public

Joellen M. Leavy
Print Name

Given under my hand and official seal this 14th day of October, 2020.

Joellen M. Leavy
Notary Public
My Commission Expires: 03/10/2024



OWNER:

RAM West Capital, LLC, an Illinois limited liability company, 127 Aurora Avenue,
Naperville, IL 60540

[Signature]

[Printed name]

[Title]

State of Illinois)
) ss
County of DuPage)

The foregoing instrument was acknowledged before me by _____
this _____ day of _____ 2020.

Notary Public

Print Name

Given under my hand and official seal this ____ day of _____, 2020.

-Seal-

Notary Public
My Commission Expires: _____

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST:

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

Date: _____