

Last revised:
March 29, 2010

**PROPERTY ADDRESS:
1520 North Mill Street
Naperville, IL 60563**

**P.I.N.s:
See Exhibit "A"**

**RETURN TO:
CITY Clerk
Post Office Box 3020
Naperville, IL 60566-7020**

NIKE PARK ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is entered into this 6th day of April, 2010, between the CITY OF NAPERVILLE, an Illinois municipal corporation, with offices at 400 South Eagle Street, Naperville, Illinois 60540, (hereinafter referred to as the "CITY") and the NAPERVILLE PARK DISTRICT, with offices at 320 W. Jackson Street, Naperville, IL, 60540 (hereinafter referred to as the "OWNER").

RECITALS

WHEREAS, the OWNER is the owner of record of all of the real property described in EXHIBITS "A" and "B", attached hereto and incorporated herein by reference, which property is contiguous to the CITY and not within the corporate limits of any municipality (hereinafter referred to as the "SUBJECT PROPERTY"); and

WHEREAS, the OWNER is also the owner of property commonly referred to as "Nike Park" which is within the municipal limits of the City and adjacent and contiguous to the SUBJECT PROPERTY and, ultimately, the OWNER desires to consolidate the SUBJECT PROPERTY and Nike Park in one plat of subdivision known as the "Nike Sports Complex"; and

WHEREAS, the OWNER has signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk, for all of the territory described in EXHIBITS "A" and "B", which

territory is situated in the unincorporated area of the County of DuPage, Illinois, and is presently contiguous to the CITY; and

WHEREAS, all notices, publications, public hearings and all other matters attendant to such Petition for Annexation and Zoning, have been given, held or performed as required by statute or the CITY'S ordinances, regulations, and procedures; and

WHEREAS, the CITY'S corporate authorities have considered the annexation of the SUBJECT PROPERTY and have determined the Petition for Annexation and Zoning to be in order; and

WHEREAS, the OWNER proposes that the SUBJECT PROPERTY be developed pursuant to the zoning classification(s) specified in the CITY'S Zoning Ordinance, the General Conditions and attached Special Conditions, incorporated herein by reference, which together constitute the terms and conditions of this Agreement; and

WHEREAS, in addition to the matters specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for a park as permitted in the R1 District of the CITY'S Zoning Ordinance and as described and referenced in Section S1.0 and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents and will promote the CITY'S sound planning and development and will otherwise enhance and promote the general welfare of the CITY'S residents; and

WHEREAS, in reliance upon the continued effectiveness of the CITY'S existing ordinances, codes and regulations for the period specified in this Agreement, the CITY and the OWNER is willing to undertake certain obligations as set forth in this Agreement and have materially changed their positions in reliance upon the undertakings provided herein; and

WHEREAS, the CITY and the OWNER have determined that the development of the SUBJECT PROPERTY should proceed as conveniently as possible and be subject to the ordinances, codes and regulations of the CITY, now in force and effect as amended from time to time, unless specifically amended as part of the special terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree that:

GENERAL CONDITIONS FOR
THE ANNEXATION OF THE SUBJECT PROPERTY

G1.0 RECITALS.

G1.1 The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this Subsection G1.1 by reference.

G2.0 ANNEXATION AND ZONING.

G2.1 Within sixty (60) days after the execution of this Agreement, or within thirty (30) days of the payment of all applicable fees and submittal of all documents necessary for recording of this Agreement, whichever is later, the CITY shall enact and adopt ordinances for the annexing and zoning the SUBJECT PROPERTY in accordance with Section S1.0 of this Agreement.

G2.2 In the event all fees are not paid or all documents are not received by the City from the OWNER within one (1) year of the date of this Agreement, this Agreement shall be null and void and all rights and obligations hereunder shall then terminate.

G2.3 Notwithstanding the area, lot, yard, and height standards contained in the Naperville Zoning Code for the zoning classification granted pursuant to this Agreement, after the fifth (5th) year after this Agreement is approved, if the SUBJECT PROPERTY is developed with any residential uses, the SUBJECT PROPERTY may only be developed with residential uses which comply with the density limitations specified in the then-current existing Comprehensive Plan for the land uses including the zoning classification applicable to the SUBJECT PROPERTY.

G3.0 ANNEXATION AND PERMIT FEES.

G3.1 The OWNER has paid all applicable annexation and permit fees specified in Section S2.0 in accordance with Section 1-9E-1 of the Naperville Municipal Code.

G4.0 PARK DISTRICT ANNEXATION.

G4.1 OWNER has filed concurrently herewith a petition executed by OWNER to annex the SUBJECT PROPERTY to the Naperville Park District. Said petition is conditional and not effective until annexation of the SUBJECT PROPERTY to the City of Naperville.

G5.0 TRANSPORTATION IMPACT FEES - INTENTIONALLY OMITTED.

G6.0 SIDEWALKS AND OTHER TRANSPORTATION RELATED PUBLIC IMPROVEMENTS.

G6.1 The OWNER shall, at its sole cost and expense, construct and install, or pay the cost of the installation of sidewalks along the entire frontage of collector and arterial rights-of-way adjacent to the SUBJECT PROPERTY in accordance with the CITY of Naperville Municipal Code, as amended from time to time.

G6.2 At the time of Final Plat approval for those portions of the SUBJECT PROPERTY adjacent to the collector and/or arterial rights-of-way the OWNER shall, at the sole discretion of the CITY,

1. construct sidewalks along said roadway or
2. pay to the CITY the estimated costs of the construction of the sidewalks along said roadways.

Upon payment, OWNER shall have no further obligation to construct said sidewalk.

G7.0 UTILITY LINES AND EASEMENTS.

G7.1 The OWNER shall grant to the CITY, at no cost to the CITY, any easements within the SUBJECT PROPERTY which the CITY may determine are necessary for the purposes of constructing, installing, replacing and maintaining sanitary sewers, water mains, electric service facilities, and other utilities necessary or incidental to service the SUBJECT PROPERTY, as shown on the Preliminary Plat of Subdivision which is attached hereto.

G7.2 The CITY shall allow the OWNER to use appropriate easements obtained by the CITY from other parties for the purpose of providing sanitary sewers, water mains and other utilities to service the SUBJECT PROPERTY.

G8.0 WATER SUPPLY AND DISTRIBUTION SYSTEM AND SANITARY SEWER COLLECTION SYSTEM.

G8.1 The OWNER shall be solely responsible for the cost and expense incurred to extend the CITY's water distribution system and sanitary sewer collection system to the

SUBJECT PROPERTY. Payment shall be due at the time a building permit is issued if the CITY constructs and installs the proposed extension or any portion thereof.

G8.2 Prior to the construction of any such extension, and upon the written request of the OWNER, the CITY shall enter into a cost recapture agreement, in a form acceptable to the City Attorney, which shall be recorded against title for the properties reasonably expected to benefit from the extension of the water distribution system and sanitary sewer collection system.

G8.3 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY's water supply and distribution system and sanitary sewer collection system, and to supply water and collection facilities thereto to the same extent as may be supplied to other structures and areas within the CITY.

G8.4 The OWNER shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.

G8.5 The OWNER shall also be responsible to pay for all infrastructure availability charges, connection fees and user fees for the CITY's water distribution system and sanitary sewer collection system as set forth in the CITY'S ordinances, rules, and regulations.

G9.0 WASTEWATER TREATMENT PLANT CAPACITY.

G9.1 The CITY guarantees that at the time building permits are requested, sufficient wastewater treatment plant capacity shall exist to provide complete and adequate wastewater treatment services for the SUBJECT PROPERTY without payment of any fees other than those specified in Subsection G9.2 of this Agreement.

G9.2 The OWNER shall pay all applicable wastewater infrastructure availability charges, connection fees and customary wastewater user fees in accordance with Title 8 of the Naperville Municipal Code, as amended and any rules and regulations promulgated pursuant to Title 8.

G10.0 UTILITY OVERSIZING.

G10.1 The OWNER shall construct and install at its sole cost and expense all water and sanitary sewer lines shown on the approved final engineering plans submitted for development of the SUBJECT PROPERTY.

G10.2 The CITY shall pay for oversized water or sanitary sewer lines constructed as required by the CITY in accordance with the provisions of this Section to provide for increased capacity, not merely to compensate for slope differential.

G10.3 Upon installation and acceptance by the CITY of said oversized lines, for residential lines, the CITY shall reimburse the OWNER for the difference between the cost to construct an eight (8") inch line and the cost to construct the oversized line. For non-residential lines, the CITY shall reimburse the OWNER for the difference between the cost to construct a twelve (12") inch line and the cost to construct the oversized line.

G10.4 All such oversized lines shall be constructed and installed in strict accordance with the provisions of Section 7-3-6 of the Naperville Municipal Code (Cost Sharing Policy), as amended.

G11.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.

G11.1 OWNER shall pay any and all existing Utility Rebates, Special Connection Fees, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified in Section S3.0.

G11.2 OWNER shall further pay any and all future Utility Rebates, Special Connection Fees, Special Assessments, Recapture Fees, or Special Service Area Taxes, which may be properly and legally approved, established, or levied in the future. Notwithstanding the foregoing, this provision does not abrogate the right of any property owner to contest any Special Assessment or Special Service Area Tax.

G11.3 All real estate taxes payable on the annexed parcel under the statutory provisions of 70 ILCS 705/20 shall be the responsibility of the OWNER and not the City. Proof of payment of said taxes for the time period specified in the statute shall be required prior to the City's execution of the annexation agreement.

G12.0 ELECTRICAL UTILITY SERVICE.

G12.1 The CITY shall connect the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S electrical utility system, and shall supply electrical service to those structures to the same extent service is provided on a regular basis to CITY'S other electric customers.

G12.2 The OWNER shall accept all electrical power and energy required for the SUBJECT PROPERTY from the CITY'S electrical utility system at the time such service is available.

G12.3 The OWNER shall pay all applicable infrastructure availability charges, connection fees, and costs related to on-site electrical distribution facilities and customary user fees in accordance with Title 8 of the Naperville Municipal Code.

G13.0 REFUSE AND WEED CONTROL.

G13.1 During all phases of construction, OWNER shall provide a sufficient number of construction-sized dumpsters to contain all trash and debris generated throughout the entire area of the project.

G13.2 OWNER shall prevent such containers from overflowing and shall prevent debris from blowing from the site by having the containers emptied as soon as reasonably possible once they are filled.

G13.3 During all phases of construction, OWNER shall regularly cut all weeds and grass in excess of eight (8") inches high on the site and on the right-of-way adjacent to the site.

G14.0 CHANGES TO ORDINANCES AND REGULATIONS.

G14.1 If during the first five (5) years of the term of this Agreement, the provisions of the existing Naperville Zoning Code as it relates to the SUBJECT PROPERTY are amended to impose more stringent requirements in the subdivision, development, or construction on the SUBJECT PROPERTY, then such more stringent requirements shall not be effective as applied to the SUBJECT PROPERTY unless such change is agreed to by the parties hereto. This provision shall not apply to amendments to the Naperville Municipal Code related to conditional uses other than those conditional uses already approved by the Naperville Plan Commission for the SUBJECT PROPERTY.

G14.2 Except as provided in Subsections G14.2.1 and G14.2.2 of this Section, if, during the first (2) years of the term of this Agreement, the provisions of then-current CITY ordinances or regulations are amended or modified to impose more stringent requirements for the subdivision, or construction of the site development improvements for the SUBJECT

PROPERTY, which improvements are specified in the submitted and approved Final Engineering Plans, such amendments or modifications shall not be effective as applied to the SUBJECT PROPERTY, unless such amendments are agreed to by the parties *or* such amendments are adopted to protect the health or safety of the CITY's residents.

G14.2.1 Any ordinances, standards, or regulations which are the subject of the CITY's Flood Plain or Stormwater Ordinances for either DuPage or Will County shall be exempt from the provisions of subsection G14.2.

G14.2.2 Any CITY ordinances establishing the payment of subdivision, or development fees, or any taxes, dedication requirements, or reimbursement for costs which may be applicable to the SUBJECT PROPERTY shall be exempt from the provisions of subsection G14.2.

G14.3 If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of any improvements, buildings, appurtenances, or any other development of any kind or character upon the SUBJECT PROPERTY, other than those upon which site plan approval may be based, are amended or modified to impose less restrictive requirements on development or construction upon properties situated within the CITY'S boundaries, then the benefit of such less restrictive requirements shall inure to the benefit of the OWNER, and anything to the contrary contained herein notwithstanding, the OWNER may proceed with development or construction upon the SUBJECT PROPERTY pursuant to the less restrictive amendment or modification applicable generally to all properties within the CITY.

G15.0 EXISTING STRUCTURES.

G15.1 At the time this Agreement is fully executed by the parties hereto, where there are any structures on the SUBJECT PROPERTY:

G15.1.1 A City of Naperville street address shall be assigned to the SUBJECT PROPERTY in accordance with Section 9-2-2 of the Naperville Municipal Code, as amended from time to time within thirty (30) days after this Agreement is fully executed by the parties hereto.

G15.1.2 Any existing structures on the SUBJECT PROPERTY shall be fully accessible for emergency vehicles, including two (2) points of access, and any special conditions specified in Section S6.0 of this Agreement.

G15.2 At the time this Agreement is fully executed by the parties hereto, any existing structures on the SUBJECT PROPERTY which fail to conform to the requirements of the CITY's duly adopted Building and Fire Prevention Codes, as amended from time to time, shall be brought into conformity with such requirements pursuant to any special conditions specified in Section S7.0 of this Agreement.

G16.0 EFFECT OF THIS AGREEMENT.

G16.1 Except as provided in Section G14.0 of this Agreement, if any relevant existing CITY resolution, ordinance, regulations, or interpretation thereof, is inconsistent with or conflicts with any provision of this Agreement, then the provisions of this Agreement shall supersede the terms of said inconsistent resolutions, ordinances, or regulations as they may be applicable to the SUBJECT PROPERTY.

G17.0 NO DISCONNECTION OR DEANNEXATION.

G17.1 Neither the OWNER nor any of its successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the CITY during the term of this Agreement.

G18.0 MODIFICATIONS TO THIS AGREEMENT.

G18.1 If the OWNER wishes to modify this Agreement, the CITY shall hold the necessary public hearings.

G18.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request of the OWNER.

G18.3 This Section shall not be construed to require the CITY to modify this Agreement.

G18.4 Any such amendment or modification may be made only as to a portion of the SUBJECT PROPERTY, or as to the provisions applying exclusively thereto, and may be without the consent of the owners of other portions of the SUBJECT PROPERTY not affected by the amendment or modification.

G19.0 BINDING EFFECT AND TERM.

G19.1 The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY and shall be binding upon and inure to the benefit of the parties hereto, grantees, successors in interest, assignees, heirs, executors, or lessees, and upon any successor CITY officials and successor municipalities for a period of ten (10) years from the date of execution of this Agreement.

G19.2 The zoning classification for the SUBJECT PROPERTY established by this Agreement shall survive the expiration of this Agreement, unless changed in accordance with applicable law.

G19.3 If the SUBJECT PROPERTY is not annexed to the CITY within 365 days after this Agreement is executed by the parties, this Agreement shall become null and void without any further action by the CITY.

G20.0 CONTINUING RESPONSIBILITY.

G20.1 If the OWNER sells or conveys all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNER's obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the OWNER shall be released from such obligations, provided the conditions of subsection G19.2 of this Agreement have been met.

G20.2 No sale or conveyance shall be effective to release the OWNER from the obligations imposed by this Agreement until the purchaser or grantee has posted good and sufficient surety, as determined by the CITY, to secure the performance of all of the OWNER's obligations contained in this Agreement as required by CITY ordinance, policy, or regulation.

G21.0 SEVERABILITY.

G21.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

G21.2 The invalidity of any such provision shall not affect any zoning classification for the SUBJECT PROPERTY that has been approved by the CITY pursuant to the

provisions of the CITY'S ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

G22.0 NOTICES.

G22.1 Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest of either party shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed to the parties specified in Section S4.0 or any individual or entity substituted according to subsection G22.2 of this Agreement.

G22.2 The parties, or any assignee or successor in interest may substitute names and addresses for notices as appropriate.

G23.0 GOVERNING LAW AND VENUE.

G23.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

G24.0 FORCE MAJEURE.

G24.1 Whenever a period of time is provided for in this Agreement for either the CITY or OWNER to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God.

G24.2 Provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be "beyond OWNER's control" if committed, omitted or caused by, OWNER's employees, officers or agents or a subsidiary, affiliate or parent of OWNER or by any corporation or other business entity that holds a controlling interest in OWNER, whether held directly or indirectly.

G25.0 ENFORCEABILITY.

G25.1 This Agreement shall be enforceable by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement.

G26.0 CHALLENGE TO ANNEXATION

G26.1 If the annexation of the SUBJECT PROPERTY is challenged in any court of legal jurisdiction, the parties to this Agreement agree to cooperate to defend the validity of this annexation. OWNER agrees to hold the CITY harmless and to reimburse the CITY for any and all expenses incurred by the CITY for said defense including reimbursement for any services of outside legal counsel. If the annexation of the SUBJECT PROPERTY is challenged and is held to be invalid: (a) any real estate taxes which have been paid to the CITY shall not be rebated to the OWNER, or its successors and assigns; and (b) the CITY shall enter into a separate written service agreement with the OWNER, or its successor and assigns, so as to provide utility service to the SUBJECT PROPERTY in accordance with the general terms of this Agreement to the extent permitted by law.

G27.0 TIMING OF GRANTS OF PROPERTY INTERESTS.

G27.1 When any dedication of right-of-way, grant of easement, or other dedication or grant of property interests to the CITY is provided for in this Agreement, said dedication or grant shall occur prior to, or simultaneously with, the recording of any final plat of subdivision or issuance of any permit, whichever occurs first.

**SPECIAL CONDITIONS FOR THE ANNEXATION OF
SUBJECT PROPERTY**

To the extent that there is any inconsistency between the terms or conditions of the following Special Conditions and the General Conditions, the terms and conditions set forth in the Special Conditions of this agreement shall prevail. To the extent that provisions in the Special and General Conditions are not inconsistent, they shall be read together.

S1.0 ANNEXATION AND ZONING.

S1.1 The Zoning Classification for the SUBJECT PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall be R1 for the purpose of operating a park in accordance with the General Development Plan marked as EXHIBIT "C". Changes altering the location of or adding land uses other than those specified on EXHIBIT "C" that involve 10% or more of the SUBJECT PROPERTY, which encompasses 864,824 square feet, shall require City Council approval of an amendment to this Agreement. Changes altering the location of the land uses specified on EXHIBIT "C" involving less than 10% of the SUBJECT PROPERTY may be approved in writing by the Zoning Administrator.

S1.2 A plat of annexation prepared by V3 dated _____, last revised _____, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as EXHIBIT "D".

S1.3 G4.0 and G4.1 of the General Conditions are stricken as inapplicable.

S1.4 G6.0 is deleted and replaced as follows: The OWNER has, or shall, undertake the following transportation related public improvements pursuant to the following terms:

1. Has or shall transfer 17 feet of right of way to the County of DuPage as per the Deed attached hereto as EXHIBIT "E";
2. Reimburse the CITY for the cost of engineering and constructing a southbound left turn lane on Mill Street for the entrance from Mill Street to Nike Park, as per the attached Exhibit;
3. Reimburse the CITY for 23% of the cost of a traffic signal on Mill Street to serve the properties west of Mill Street and the entrance to the Subject Property,

provided that said signal is warranted and construction commenced within 20 years of the date of this Agreement;

4. Prior to the CITY issuing an occupancy permit and in lieu of the OWNER constructing a sidewalk per Section G6.0, the OWNER shall construct a bike path to standard Naperville Park District specifications as approved by the CITY, along and within the SUBJECT PROPERTY's frontage on Mill Street from Bauer Road to Diehl Road. The CITY agrees to reimburse the OWNER for the cost of engineering and constructing the bike path as approved by the City Engineer.

S1.5 The CITY will construct the southbound left turn lane on Mill Street and be reimbursed by the OWNER for the cost of engineering and construction as approved by the Executive Director of the Naperville Park District.

S1.6 G7.1 is modified to permit the Park District to provide a Land Use Permit in a form approved by the City Attorney in lieu of an easement where made necessary by the terms of any grant funding received by the Park District.

S1.7 G27.1 is modified to include Land Use Permits as well.

S2.0 ANNEXATION AND PERMIT FEES.

S2.1 The Annexation Fee calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code for the SUBJECT PROPERTY is waived, as are the following City fees as an act of comity and in the spirit of intergovernmental cooperation: engineering plan review fees, architectural plan review fees, subdivision fees, and publication fees.

S3.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.

S3.1 The OWNER shall pay \$2,723.40 per Developed Acre of the SUBJECT PROPERTY for sanitary sewer recapture. "Developed Acreage" shall consist of the square footage of any structure proposed at the time of annexation or after annexation, excluding outdoor athletic fields and parking lots. In accord with the foregoing formula, the OWNER shall pay a \$162.00 recapture fee for the proposed service building depicted on EXHIBIT "F".

S4.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.

IF TO THE CITY:

**CITY Clerk, CITY of Naperville
400 South Eagle Street
Naperville, Illinois 60540**

IF TO THE OWNER:

**Naperville Park District
Attention: Executive Director
320 W. Jackson Street
Naperville, IL 60540**

WITH COPIES TO:

**Derke Price
Ancel Glink Diamond Bush DiCianni & Krafthefer
1111 E. Warrenville Road
Naperville, IL 60563**

S5.0 FIRE CODES AND REGULATIONS.

S5.1 Notwithstanding the provisions of Section G14.0 of this Agreement, any amendments to the CITY's Building, Fire, or Life Safety Codes or regulations approved and enacted after the date of this Agreement shall be applicable to the SUBJECT PROPERTY without exception.

S6.0 EMERGENCY ACCESS.

S6.1 Emergency Access constructed of a hard asphalt surface shall be provided at the OWNER's expense as approved by the City Engineer.

S7.0 PLAT APPROVAL.

S7.1 In lieu of the provisions of the CITY's ordinances and in order to accomplish the reclassification of the SUBJECT PROPERTY as shown on the Preliminary / Final Plat, marked as **EXHIBIT "G"**, the CITY approves such exhibit and the consolidation of the SUBJECT PROPERTY and the existing Nike Park property and said same **EXHIBIT "G"** shall constitute and satisfy all of the requirements for the Preliminary / Final Plat for the SUBJECT PROPERTY and the Nike Park property, all as defined in the ordinances of the CITY.

S8.0 PARK LIGHTING

S8.1 OWNER shall utilize Musco's Light-Structure Green System to light all sports fields and courts, including the visor system, all depicted and attached as **EXHIBIT "H"**, so as to minimize the impact of light spillage on the neighboring properties.

S8.2 Any and all exterior lighting shall conform to Section 6-14 of the Naperville Municipal Code, as amended. Additionally, no lighting on the SUBJECT PROPERTY shall cause an increase in the foot candle measurements taken at the adjacent properties as set forth on **EXHIBIT "I"** attached hereto and made part of.

S8.3 Within 90 days of the OWNER's field and court lighting systems becoming operational, the CITY and OWNER shall measure the foot candles in the locations designated on **EXHIBIT "I"** to verify that the OWNER has not caused an increase in the foot candle measurements on **EXHIBIT "I"**.

S8.4 The OWNER agrees that if at any time the lighting on the SUBJECT PROPERTY violates Title 6, Chapter 14 of the Naperville Municipal Code, or causes an increase in the foot candle readings set forth on **EXHIBIT "I"**, the OWNER shall immediately initiate any necessary steps to promptly bring the lighting into compliance with this Section 8.

S8.5 All sport field and court lighting shall be turned off no later than 11:00 pm each day and, except in case of emergency, remain off continuously thereafter until at least dawn the next day. This Section S8.5 does not apply to Security Lighting or Accent Lighting. For the purposes of this Section S8.5, "Security Lighting" means lighting on the exterior of the park support structure and parking lot lights; "Accent Lighting" means lighting for flag poles and park signage. The OWNER may apply to the Zoning Administrator for an extension past 11:00 pm for a particular event and, upon a showing of good cause, the Zoning Administrator may grant such an extension subject to such conditions as s/he may determine consistent with City of Naperville standards.

S9.0 GROUNDWATER USE RESTRICTION

S9.1 OWNER and the CITY are prohibited from using groundwater from the SUBJECT PROPERTY as a potable water supply in accordance with the provisions of Ordinance 09-038, as amended, attached as **EXHIBIT "J"**.

S10.0 DEFENSE AND INDEMNIFICATION

S10.1 The OWNER shall defend, indemnify, and hold harmless the CITY and its officers, agents, employees and representatives from and against all liability, demands, claims, actions, or causes of action, notices of violation, assessments, losses, fines, penalties, costs, damages, and expenses, including but not limited to reasonable attorneys' fees, including, without limitation, those asserted by any federal, state or local governmental entity, or any third party, as a result of or arising out of or related to the environmental conditions on the SUBJECT PROPERTY or the Nike Park property unless such environmental condition is the direct result of a wrongful act or omission of the City or its agents, employees or representatives occurring after the Effective Date of this Agreement

"Environmental conditions" means any contamination arising out of, relating to, or resulting from emissions, discharges, disseminations, disposals, releases, or threatened releases of hazardous substances into the air (indoor and outdoor), surface water, ground water, soil, land surface or subsurface, buildings, facilities, real or personal property, or fixtures. "Hazardous" substances means any pollutants; contaminants; toxic, hazardous, or extremely hazardous substances, materials, wastes, constituents, compounds, or chemicals; natural or man-made elements (including, without limitation, petroleum or any by-products or fractions thereof); any form of natural gas; Bevill Amendment [42 U.S.C. §6921(b)(3)(A)(ii)] materials; lead; and polychlorinated biphenyls (PCBs) and PCB-containing equipment regulated by, or may form the basis of liability under, any environmental laws. Environmental laws" means, without limitation, Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §9601, et seq.; the Emergency Planning and Community Right-To-Know Act of 1986 (EPCRA), 42 U.S.C. §§11001, et seq.; the Resource Conservation and Recovery Act of 1976

(RCRA), Pub.L. No. 94-580, 90 Stat. 2795; the Clean Air Act; the Clean Water Act (Federal Water Pollution Control Act); and the Safe Drinking Water Act of 1974, 42 U.S.C. §300f, et seq., as any of the above statutes are or may be amended at any time and all rules and regulations promulgated pursuant to any of the above statutes, and any other foreign, federal, state or local law, statute, ordinance, rule, or regulation governing environmental conditions, as the same are or may be amended at any time and all applicable judicial and administrative decisions, orders, and decrees relating to environmental conditions.

The CITY and its officers, agents and employees shall be named as additional insureds on any policies of insurance maintained by the OWNER pertaining to environmental conditions or liability on the SUBJECT PROPERTY or Nike Park. Additionally, OWNER shall provide a copy of certificate of insurance and additional insured endorsement when requested by an authorized representative of the CITY.

S11.0 TIMING OF PAYMENT AND SATISFACTION OF OBLIGATIONS

S11.1 All payment obligations under this Agreement shall be paid within 60 days of receipt of an invoice by the obligated party. In the spirit of intergovernmental cooperation, and in an effort to reduce the number of invoices for the various obligations of this agreement, the City Manager and the Executive Director of the Naperville Park District may mutually agree in writing to an alternate payment scheme (i.e. set-offs).

S12.0 SURVIVING PROVISIONS

S12.1 The following provisions will survive the expiration or termination of this Agreement: S1.1; S1.4; S1.5; S3.1; S8.0; S9.0; S10.0; S11.0; S12.0.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

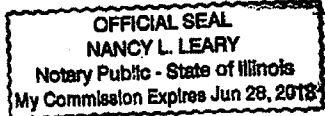
CITY OF NAPERVILLE

By: A. George Pradel
A. George Pradel
Mayor

Attest
By: Pam LaFeber
Pam LaFeber
City Clerk

State of Illinois)
County of DuPage)

The foregoing instrument was acknowledged before me by A. George Pradel, Mayor, and Pam LaFeber, City Clerk, this 27th day of April, 2010, A. D.



Nancy L. Leary
Notary Public

-seal-

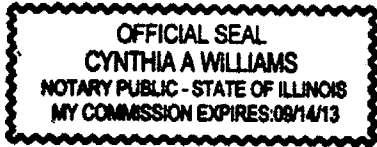
OWNER
~~Executive Director~~ *Park Board President*
Naperville Park District
320 W. Jackson Street
Naperville, IL 60540

By: *M. Michael Reilly*
[name] *M. Michael Reilly*
[title] *President*

Attest
By: *Jacki Stern*
[name] *Jacki Stern*
[title] *Secretary*

State of Illinois)
County of *D'Page*)

The foregoing instrument was acknowledged before me by *M. Michael Reilly*,
President, and *Jacki Stern*, *Secretary*, this
7th day of *April*, 2010 A. D.



Cynthia A. Williams
Notary Public

-seal-

THAT PART OF NAPER VILLA MANOR, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 1 AND THE NORTH HALF OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1926 AS DOCUMENT NO. 213969, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 10 IN SAID SUBDIVISION; THENCE NORTH 87 DEGREES 41 MINUTES 36 SECONDS EAST ALONG THE SOUTH LINE OF 47TH STREET AND EASTERLY EXTENSION, 617.05 FEET TO THE EAST LINE OF VACATED PEARSON STREET; THENCE SOUTH 00 DEGREES 27 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE, 506.91 FEET TO THE CENTERLINE OF PEARSON STREET; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 25 SECONDS WEST ALONG SAID CENTERLINE AND ITS SOUTHERLY EXTENSION, 708.45 FEET; THENCE NORTH 83 DEGREES 55 MINUTES 41 SECONDS WEST, 16.58 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 25 SECONDS WEST 266.99 FEET TO THE EASTERLY EXTENSION OF CENTERLINE OF VACATED 20-FOOT WIDE ALLEY IN BLOCK 17; THENCE NORTH 83 DEGREES 55 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE AND ITS EASTERLY AND WESTERLY EXTENSIONS, 515.24 FEET TO THE EAST LINE OF MILL STREET; THENCE NORTHERLY ALONG THE EAST LINE OF MILL STREET THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) NORTH 12 DEGREES 04 MINUTES 50 SECONDS WEST, 48.18 FEET; 2) NORTH 11 DEGREES 24 MINUTES 46 SECONDS WEST, 117.43 FEET; 3) NORTH 11 DEGREES 38 MINUTES 10 SECONDS WEST, 170.28 FEET; 4) NORTH 83 DEGREES 55 MINUTES 41 SECONDS WEST, 17.08 FEET; 5) NORTH 00 DEGREES 28 MINUTES 08 SECONDS EAST, 1070.45 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH

THAT PART OF MILL STREET LYING WESTERLY OF AND ADJOINING THE ABOVE DESCRIBED LAND NOT PREVIOUSLY ANNEXED,

ALL IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 1520 N. Mill Street, Naperville, IL 60563

May 30, 2008

Written by JG

H:\Department\TED\DRGroups\Agreements\Annexations\Nike Park Annexation\Exhibits\Ex B - Legal.doc

exhibit A
page 1 of 2

PERMANENT ADDRESS: 1520 N. MILL STREET, NAPERVILLE, IL 60563

BLOCK # / LOT # / P.I.N. LIST FOR NIKE PARK PLAT OF ANNEXATION

NAPERVILLE, ILLINOIS

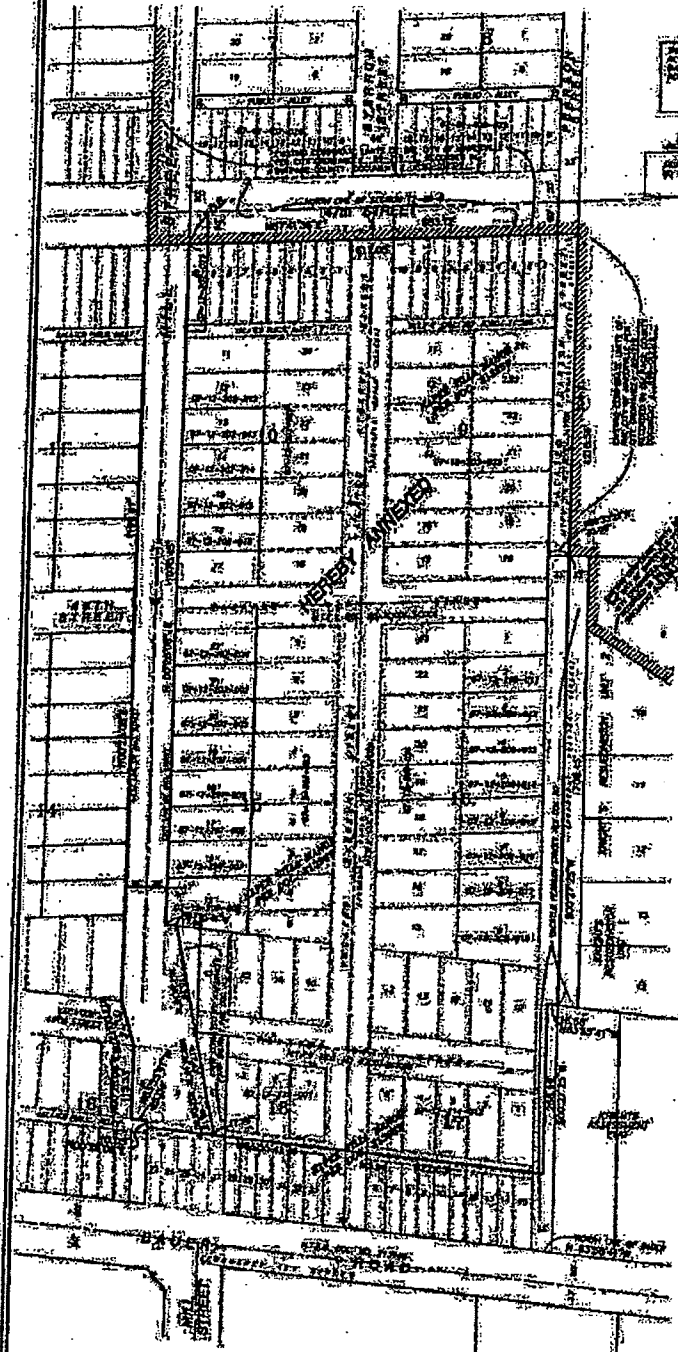
| <u>BLOCK NO.</u> | <u>LOT NO(S).</u> | <u>P.I.N.</u> |
|------------------|-------------------|---------------|
| 9 | 1-24 | 07-12-203-025 |
| 10 | 1-9,11,17-24 | 07-12-202-026 |
| 10 | 10 | 07-12-202-025 |
| 10 | 12 | 07-12-202-012 |
| 10 | 13 | 07-12-202-013 |
| 10 | 14 | 07-12-202-014 |
| 10 | 15 | 07-12-202-015 |
| 10 | 16 | 07-12-202-016 |
| 15 | 1-13 | 07-12-207-023 |
| 15 | 14 | 07-12-207-025 |
| 15 | 15 | 07-12-207-008 |
| 15 | 16 | 07-12-207-007 |
| 15 | 17 | 07-12-207-006 |
| 15 | 18 | 07-12-207-005 |
| 15 | 19 | 07-12-207-004 |
| 15 | 20 | 07-12-207-003 |
| 15 | 21 | 07-12-207-002 |
| 15 | 22 | 07-12-207-024 |
| 16 | 1,10-23 | 07-12-208-024 |
| 16 | 2 | 07-12-208-011 |
| 16 | 3 | 07-12-208-012 |
| 16 | 4 | 07-12-208-013 |
| 16 | 5 | 07-12-208-014 |
| 16 | 6 | 07-12-208-015 |
| 16 | 7 | 07-12-208-016 |
| 16 | 8 | 07-12-208-017 |
| 16 | 9 | 07-12-208-018 |
| 17 | 1-5 | 07-12-214-012 |
| 18 | 1-4 | 07-12-226-001 |

PREPARED BY: V3 CONSULTANTS, LTD.
7325 JANES AVENUE, SUITE 100
WOODRIDGE, IL 60517
(630) 724.9200

exhibit A
page 2 of 2

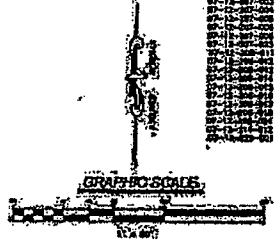
PLAT OF ANNEXATION

OF
 PART OF THE WEST 1/2 OF THE SECTION 1/A OF SECTION 12, TOWNSHIP 10 NORTH,
 RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BOONVILLE TOWNSHIP, CLAY COUNTY, MISSOURI.



THIS PLAT WAS PREPARED FOR
 THE CITY OF BOONVILLE,
 MISSOURI, BY
 JAMES H. WILSON,
 SURVEYOR.

BASIS OF BEARINGS:
 AS SHOWN ON THE PLAN
 W 0° 0' 0" E



OWNER/DEVELOPER:
 THE CITY OF BOONVILLE,
 MISSOURI

ENGINEER/SURVEYOR:
 JAMES H. WILSON, SURVEYOR,
 BOONVILLE, MISSOURI

NOTES:
 THESE ARE THE EXACT BEARINGS AND DISTANCES
 OF THE PROPERTY HEREIN SHOWN.
 THE SURVEYOR HAS BEEN TO THE PROPERTY AND HAS
 FOUND THE BEARINGS AND DISTANCES AS SHOWN.

LEGEND:
 SHADING TO BE USED TO SHOW
 THE LOCATION OF THE
 PROPERTY HEREIN SHOWN.

ABBREVIATIONS:
 AC - ACRES
 SQ. FT. - SQUARE FEET
 L. - LINE
 C. - CORNER
 B. - BEARING
 D. - DISTANCE

AREA:
 SQUARE FEET: 1,234,567
 SQUARE FEET: 1,234,567

LEGAL DESCRIPTION:
 THAT PART OF THE WEST 1/2 OF THE SECTION 1/A OF SECTION 12, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BOONVILLE TOWNSHIP, CLAY COUNTY, MISSOURI, AS SHOWN ON THE PLAT OF ANNEXATION OF THE CITY OF BOONVILLE, MISSOURI, DATED AND RECORDED IN BOOK 12, PAGE 1, OF THE RECORDS OF CLAY COUNTY, MISSOURI.

CLAY COUNTY RECORDERS CERTIFICATE
 I, CLAY COUNTY RECORDER, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS FILED IN MY OFFICE ON THIS DAY OF _____, 19____.

CITY COUNCIL CERTIFICATE
 I, THE CITY CLERK, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS FILED IN MY OFFICE ON THIS DAY OF _____, 19____.

SURVEYOR'S CERTIFICATE
 I, JAMES H. WILSON, SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED THE PLAT AND THAT THE BEARINGS AND DISTANCES SHOWN THEREON ARE TRUE AND CORRECT.

| | | | | |
|--|---|---|---|--|
| | BOONVILLE PARK DISTRICT BOONVILLE, MISSOURI 65602-2000 | DATE OF PLAT: _____ DATE OF RECORDING: _____ | PLAT FOR ANNEXATION BOONVILLE PARK EXTENSION | BOOK: _____ PAGE: _____ |
| | MISSOURI STATE SURVEYORS ASSOCIATION 1001 N. 10TH ST., SUITE 100 BOONVILLE, MISSOURI 65602-2000 | SURVEYOR: JAMES H. WILSON LICENSE NO.: _____ | CITY CLERK: _____ DATE: _____ | CLAY COUNTY RECORDER: _____ DATE: _____ |

EXHIBIT B

GENERAL DEVELOPMENT PLAN

02/24/10

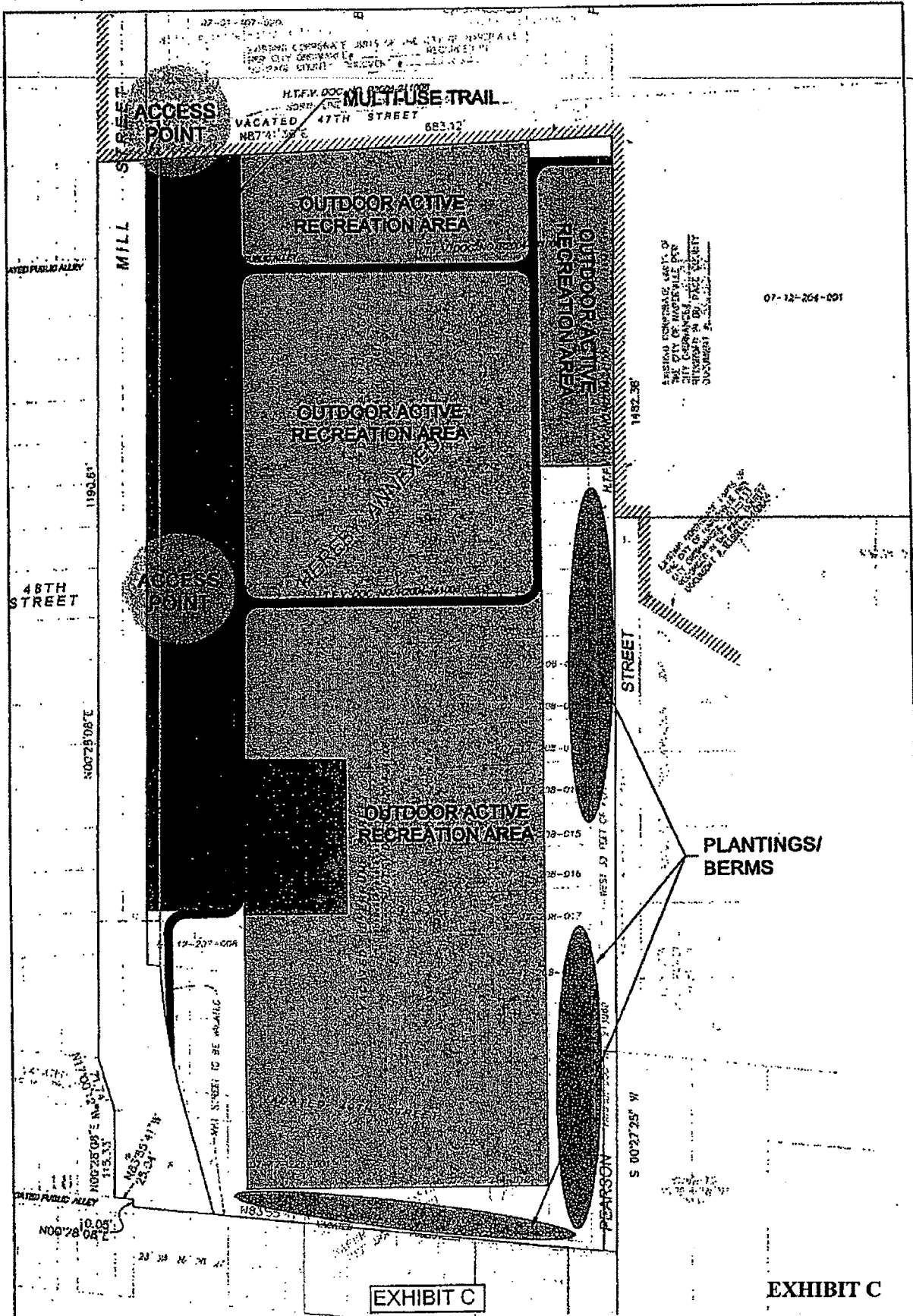


EXHIBIT C

EXHIBIT C

EXHIBIT C

PAGE 2

OUTDOOR ACTIVE RECREATION AREAS DEFINED

For purposes of this Agreement, "Outdoor Active Recreation Areas" include, the following uses: aerobics, archery, astronomy, badminton, bags, baseball, basketball, baton, biking, BMX biking, bocce ball, camping, cheerleading, cricket, croquet, cross country running, cross country skiing, dancing, day camps, dog training/dog exercise/dog show, disc golf, dodge ball, equestrian, exercise stations, field games, field hockey, fishing, fitness training, fly fishing, football, gardening, geocaching, golf, gymnastics, horseshoes, ice skating, in-line skating, kickball, kite flying, lacrosse, laser tag, lawn jarts, marching bands/flags, martial arts, miniature golf, model rockets, nature programs, open air theater, orienteering, outdoor concerts, outdoor recreation activities, outdoor special events, paintball, parkour, pedestrian/biking trail, picnics, platform tennis, plays/performances, playground games, playgrounds, preschool activities, rock climbing, rollerskating, rugby, running, sand volleyball, scavenger hunts, skate boarding, sledding, snowboarding, snowshoeing, soccer, softball, sport clinics/camps, swimming, T-ball, tennis, track & field, ultimate Frisbee, unicycling, volleyball, walking, weight training, whiffle ball, wrestling, and yoga.

EXHIBIT C

PAGE 2

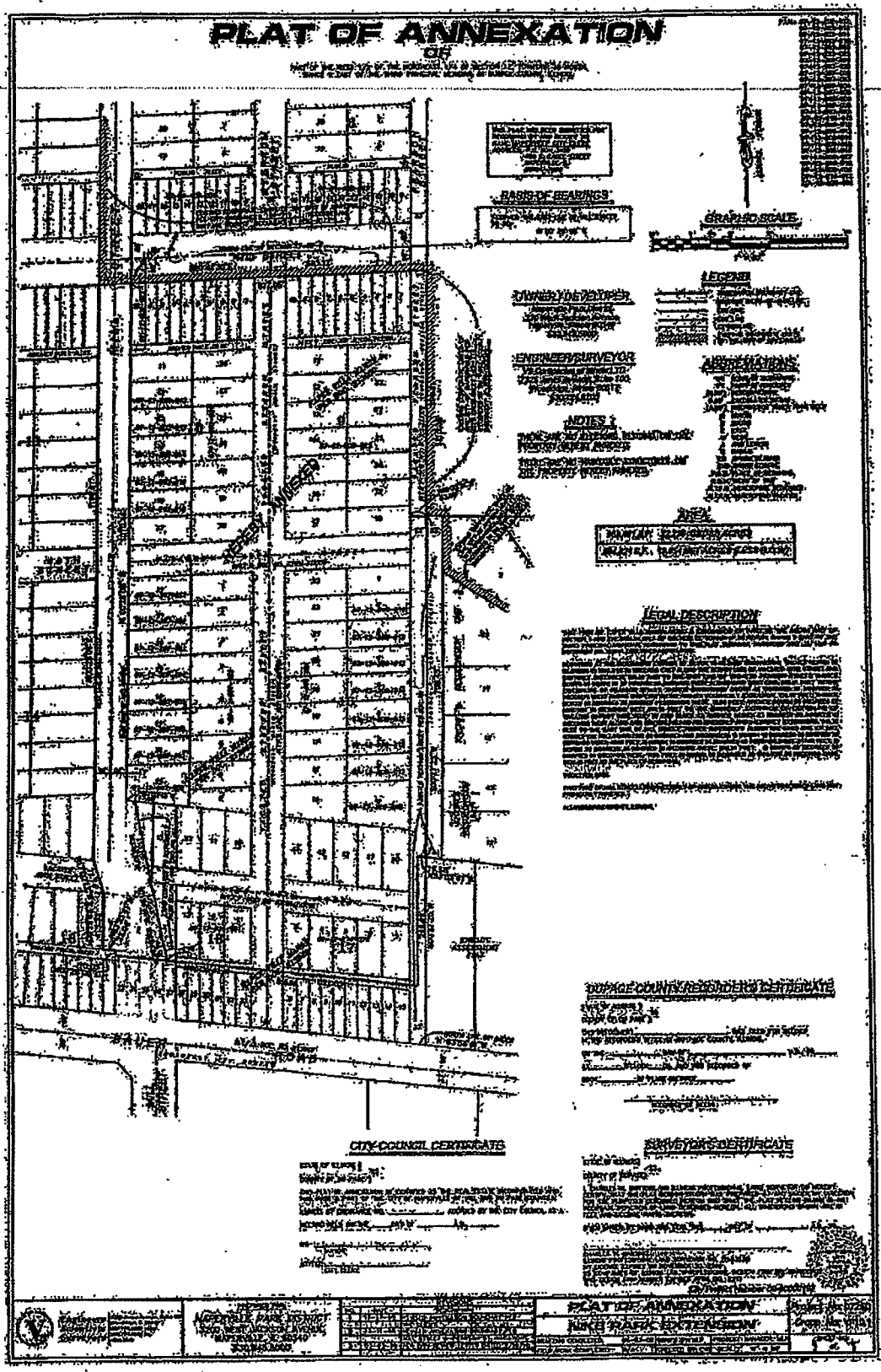


EXHIBIT D

EXHIBIT C

After recording, return to:

County of DuPage
Attn: Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

PINS (portions of):

07-12-202-025
07-12-202-026
07-12-202-012
07-12-202-013
07-12-202-014
07-12-202-015
07-12-202-016
07-12-207-023
07-12-207-024
07-12-207-002
07-12-207-003
07-12-207-004
07-12-207-005
07-12-207-006
07-12-207-007
07-12-207-008

This space reserved for Recorder's use

QUIT CLAIM DEED

THE GRANTOR, THE NAPERVILLE PARK DISTRICT, an Illinois Park District, a municipal corporation, and body corporate and politic, of 320 West Jackson, Naperville, Illinois, 60540, DuPage and Will Counties, Illinois, in consideration of Ten Dollars (\$10.00), in hand paid, and other consideration **CONVEYS** and **QUIT CLAIMS** to the **GRANTEE, THE COUNTY OF DUPAGE**, a body corporate and politic, of 421 N. County Farm Road, Wheaton, Illinois 60187, the following described real estate, to wit:

SEE ATTACHED LEGAL DESCRIPTION.

Subject to: (a) general real estate taxes not due and payable at the time of closing, if any; (b) special assessments confirmed after (insert date of IGA); (c) utility easements of record; (d) rights of public or quasi-public utilities, if any, for maintenance on the property of poles, conduits, sewers, etc., in streets or alleys or along the perimeter of the property; (e) rights of way for drainage tiles, ditches, feeders and laterals, if any; and (f) zoning laws and ordinances.

Commonly known as vacant land east of and adjacent to Mill Street in the City of Naperville.

Assignment of Rights: the Grantor assigns, transfers, and conveys, for and in consideration as stated above, all title, claims, interest, rights, against any third-party, for any injury or damage to or related to the Real Estate herein transferred, whether known or unknown at the time of transfer, including but not limited to any cause of action for trespass, nuisance or any other tort,

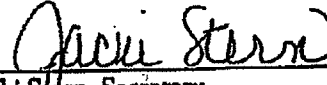
claim, right, statutory or common-law based cause of action. Additionally, Grantor assigns, transfers, and conveys the No Further Remediation letter (Document No. R2009-102441 recorded on July 6, 2009) (as the Real Estate is a portion of the Remediation Site addressed in that No Further Remediation Letter). Notwithstanding the foregoing, Grantor retains all rights necessary to defend itself against a claim or suit by a third-party, including but not limited to the right to file third-party claims against parties other than the Grantee.

DATED this 7th day of January, 2010.

GRANTOR: NAPERVILLE PARK DISTRICT


Michael Reilly, President

ATTEST:


Jacki Stern, Secretary

*This transaction is exempt from property tax transfer stamps
Pursuant to IS IRC 20031-45(b)*


Attorney for Seller

Per County Ordinance ODT-005-10 approved on 2-23-10.

STATE OF ILLINOIS)
)ss.
COUNTY OF DuPAGE)

The foregoing instrument was subscribed and sworn to before me this 24 day of January, 2010, by Michael Reilly and Jacki Stern in their respective capacities as President and Clerk of the Naperville Park District as and for the voluntary act of said Park District.

Cynthia A. Williams
Notary Public



My Commission expires: 9/14, 20 13.

Send subsequent tax bills to:
County of DuPage
Attn: Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

This instrument prepared by:

Derke J. Price
Ancel Glink Diamond Bush DiCianni & Krafthefer, PC
1111 E. Warrenville Road
Naperville, Illinois 60565

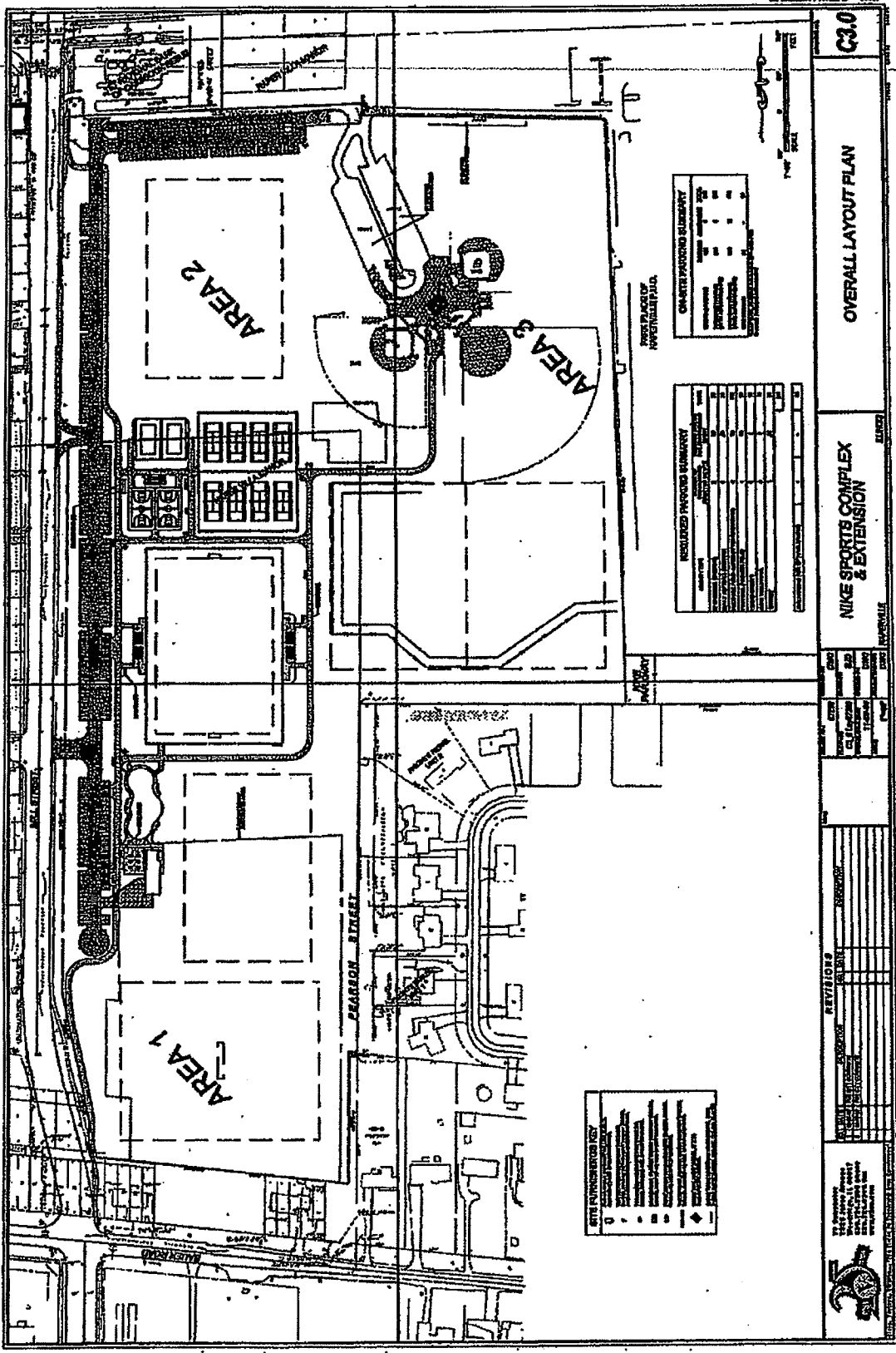
Per County Ordinance ODT-005-10 approved on 2-23-10.

Legal Description

THOSE PARTS OF NAPER VILLA MANOR, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 1 AND THE NORTH 1/2 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1926 AS DOCUMENT NO. 213969, DESCRIBED AS FOLLOWS:

THE WEST 17 FEET OF LOTS 10 THROUGH 17, BOTH INCLUSIVE, IN BLOCK 10, ALSO THE WEST 17 FEET OF LOTS 15 THROUGH 22, BOTH INCLUSIVE, IN BLOCK 15, TOGETHER WITH THOSE PARTS OF VACATED RIGHT-OF-WAYS AND PUBLIC ALLEYS PER PLAT OF VACATION RECORDED SEPTEMBER 14, 2004 AS DOCUMENT NO. R2004-241006, DESCRIBED AS FOLLOWS:

THE WEST 17 FEET OF THE SOUTH 50 FEET OF VACATED 47TH STREET NORTH OF BLOCK 10, ALSO THE WEST 17 FEET OF 20-FOOT WIDE VACATED PUBLIC ALLEY IN BLOCK 10, ALSO THE WEST 17 FEET OF 66 FOOT WIDE VACATED 48TH STREET LYING BETWEEN BLOCKS 10 AND 15, ALL IN DUPAGE COUNTY, ILLINOIS.



SITE FURNISHMENTS KEY

- Existing trees
- New trees
- Existing buildings
- New buildings
- ▭ Existing parking
- ▭ New parking
- ◆ Existing utilities
- ◆ New utilities
- ◆ Existing easements
- ◆ New easements

CHARTER PARKING SUMMARY

| Category | Count |
|----------|-------|
| Handicap | 1 |
| Other | 1 |
| Total | 2 |

REQUIRED PARKING SUMMARY

| Category | Count |
|----------|-------|
| Handicap | 1 |
| Other | 1 |
| Total | 2 |

C3.0

OVERALL LAYOUT PLAN

NIKE SPORTS COMPLEX & EXTENSION

| NO. | DATE | BY | DESCRIPTION |
|-----|------|----|-------------|
| | | | |

| NO. | DATE | BY | DESCRIPTION |
|-----|------|----|-------------|
| | | | |



EXHIBIT F

EXHIBIT C

PRELIMINARY / FINAL PLAT OF SUBDIVISION
OF
NIKE PARK

AREA SUMMARY:
LOT 1: 100,000 sq. ft. (2.27 acres)
LOT 2: 100,000 sq. ft. (2.27 acres)
LOT 3: 100,000 sq. ft. (2.27 acres)
LOT 4: 100,000 sq. ft. (2.27 acres)
LOT 5: 100,000 sq. ft. (2.27 acres)
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LOT 97: 100,000 sq. ft. (2.27 acres)
LOT 98: 100,000 sq. ft. (2.27 acres)
LOT 99: 100,000 sq. ft. (2.27 acres)
LOT 100: 100,000 sq. ft. (2.27 acres)

GRAPHIC SCALE:
1" = 100'

OWNER'S CERTIFICATE:
I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of the original as recorded in the office of the County Clerk of DuPage County, Illinois, on this _____ day of _____, 20____.

NOTARY PUBLIC:
My commission expires on _____, 20____.

SCHOOL DISTRICT BOUNDARY CERTIFICATION:
I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of the original as recorded in the office of the County Clerk of DuPage County, Illinois, on this _____ day of _____, 20____.

SURFACE WATER STATEMENT:
I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of the original as recorded in the office of the County Clerk of DuPage County, Illinois, on this _____ day of _____, 20____.

DUPAGE COUNTY CLERK'S CERTIFICATE:
I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of the original as recorded in the office of the County Clerk of DuPage County, Illinois, on this _____ day of _____, 20____.

DUPAGE COUNTY RECORDERS CERTIFICATE:
I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of the original as recorded in the office of the County Clerk of DuPage County, Illinois, on this _____ day of _____, 20____.

NOTES:
1. This plat is subject to the easements and restrictions shown hereon.
2. The area shown hereon is subject to the easements and restrictions shown hereon.
3. The area shown hereon is subject to the easements and restrictions shown hereon.

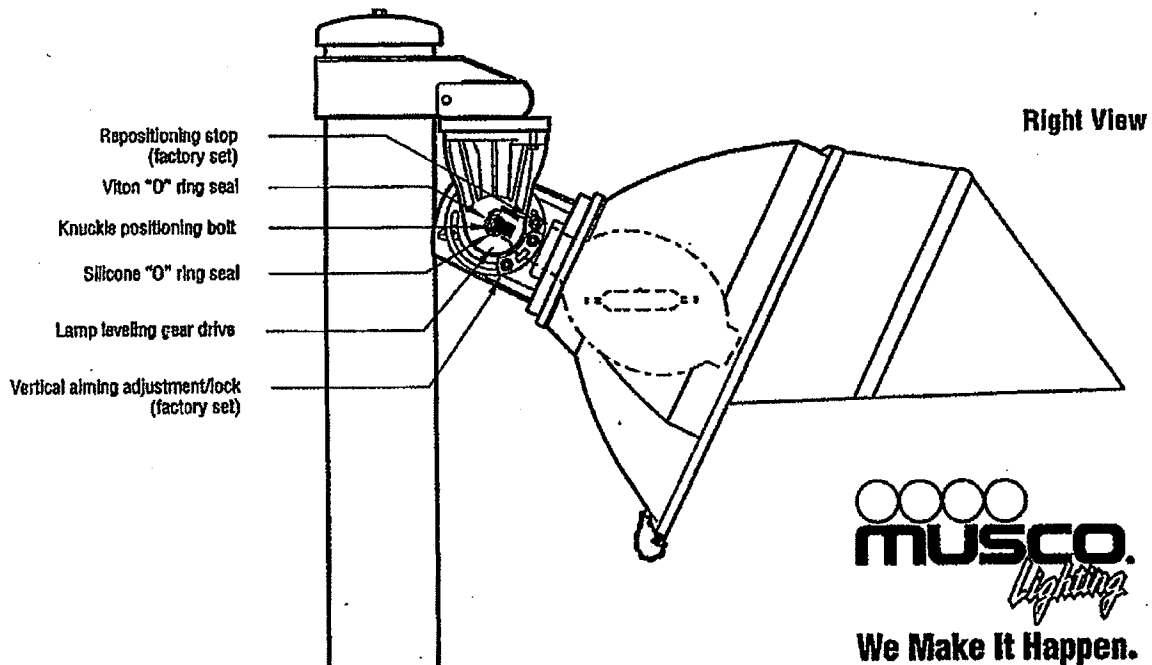
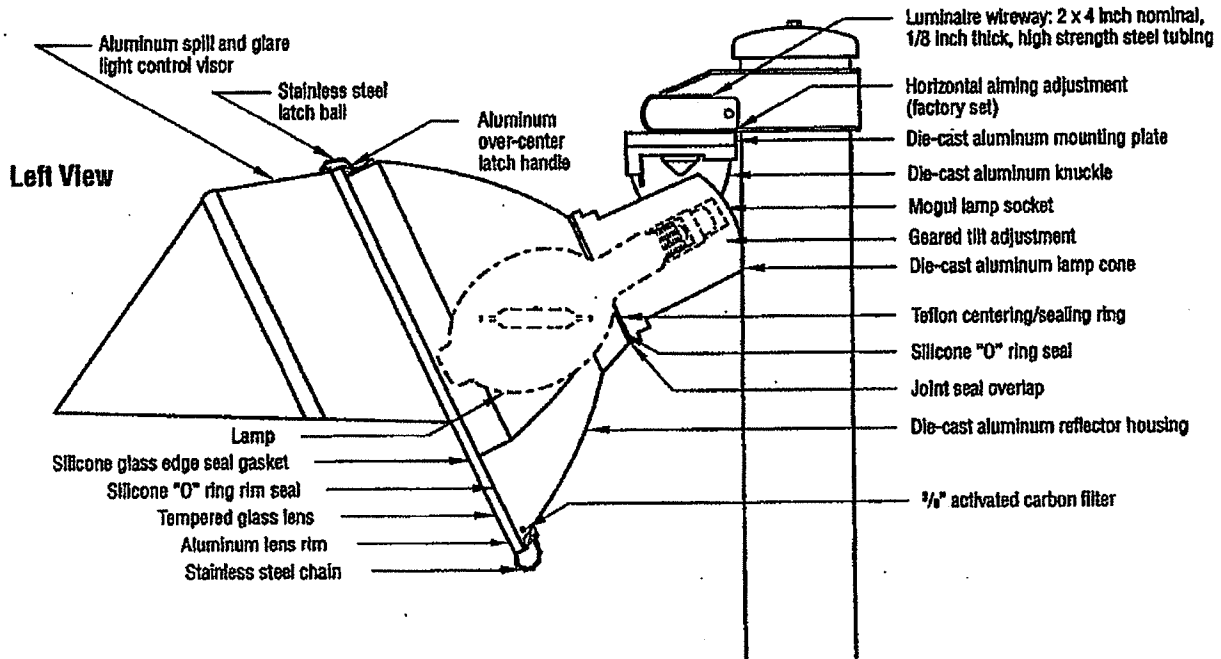
PLAT OF SUBDIVISION:
NIKE PARK, WILMINGTON, IL.

EXHIBIT G

EXHIBIT C

Light-Structure GREEN™

Luminaire Assembly



We Make It Happen.

800/825-6030
www.musco.com
lighting@musco.com

Musco products referenced or shown are protected by one or more of the following U.S. Patents: 4450507; 4729934; 4729077; 4811181; 4816974; 4947303; 4994716; 5012398; 5075828; 5134557; 5161883; 5211473; 5229881; 5377611; 5398478; 5428281; 5426577; 5600537; 5707142; 5794387; 5800048; 5816651; 5856721; 6038338; 6203178; 6250598; 6340790; 6398392; 6448408; 6682142; D387168; D353797; D353911; D411098. Australia Patents: 708912; Canada Patents: 70479; 73755; 74839; 89368; 2009749; 2026850; 2027033; 2035014; 2060565; 2110014; 2204956; 2200511; 2200515; 2217872; 2378279. EPC Patents: 440531; 821778. Germany Patents: 69601867. S. Mexico Patents: 175883; 183225. New Zealand Patents: 307705; 333806. South Korea Patents: 405147. Other patents pending.

EXHIBIT H

EXHIBIT C

Location of Light Measurement Readings

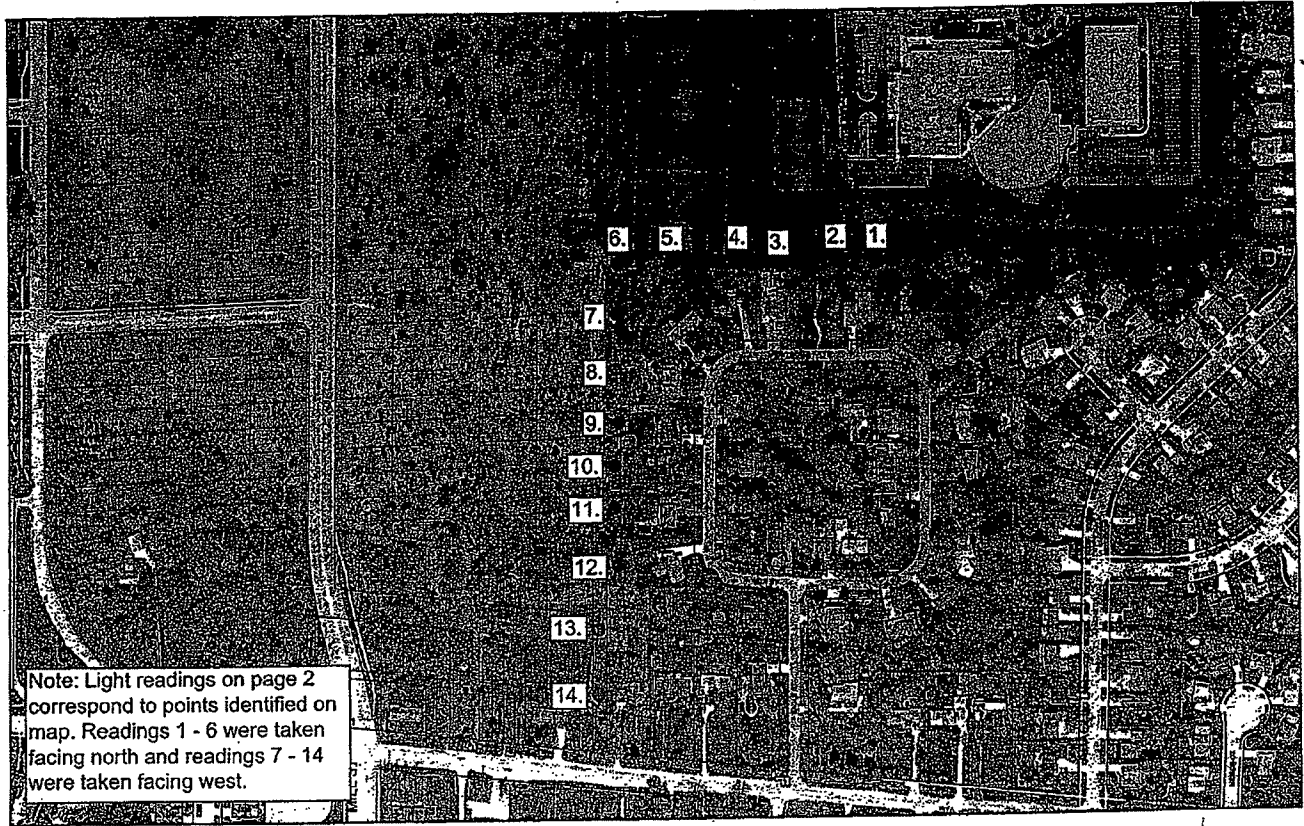


EXHIBIT C

CITY OF NAPERVILLE
T.E.D. BUSINESS GROUP
PLANNING SERVICES TEAM
www.naperville.il.us

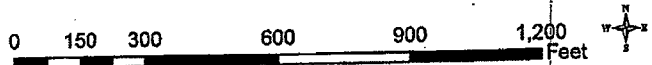


EXHIBIT I

| Point | FOOTCANDLE READING |
|-------|--------------------|
| 1 | 0.0 |
| 2 | 0.0 |
| 3 | 0.0 |
| 4 | 0.0 |
| 5 | 0.0 |
| 6 | 0.0 |
| 7 | 0.0 |
| 8 | 0.0 |
| 9 | 0.0 |
| 10 | 0.0 |
| 11 | 0.0 |
| 12 | 0.0 |
| 13 | 0.0 |
| 14 | 0.1 |

PIN(s).

Parcel 1

07-01-409-001
07-12-204-001

Parcel 2

07-01-407-029
07-01-408-029

Parcel 3

07-12-204-004

Parcel 4

08-07-107-007

ORDINANCE NO. 09- 038

**AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 09-026
PROHIBITING THE USE OF GROUNDWATER
POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF
POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD
AT NIKE SPORTS COMPLEX**

WHEREAS, on March 17, 2009, the Naperville City Council passed Ordinance No 09-026, Prohibiting the Use of Groundwater Potable Water Supply by the Installation or Use of Potable Water Supply Wells or By any Other Method at Nike Sports Complex, and

WHEREAS, an amendment of Section 2 of Ordinance No 09-026 is necessary in order to specify that the prohibitions provided for in Ordinance 09-026 are also applicable to the City of Naperville, and

WHEREAS, the remainder of this Ordinance, other than the additional language in Section 2, is a restatement of Ordinance 09-026, and

WHEREAS, the Naperville Park District owns certain properties known as the Nike Sports Complex located at 288 West Diehl Road and 1560 and 1598 Mill Street, Naperville, Illinois legally described on Exhibit A and depicted on Exhibit B attached hereto and made part hereof, and

WHEREAS, the Naperville Park District plans to redevelop the Nike Sports Complex for the purpose of constructing new recreational facilities, and

WHEREAS, the Nike Sports Complex is located in part within the corporate limits of the City of Naperville (Exhibits A and B, Parcels 1-4) and in part within unincorporated DuPage County (Exhibit A and B, Parcel 5), and

WHEREAS, as a result of historical uses of property in proximity to the Nike Sports Complex, there exists groundwater contamination within the definition of 415 ILCS 5/3 170 of the Illinois Environmental Protection Act, on the property, and

EXHIBIT J

EXHIBIT C

WHEREAS, in order to utilize Nike Park for its planned recreational purposes, the Naperville Park District is seeking issuance of a No Further Remediation Letter ("NFR Letter") from the Illinois Environmental Protection Agency ("IEPA") pursuant to the IEPA's Site Remediation Program as set forth in a letter from the Naperville Park District dated December 15, 2008 which is attached hereto and made part hereof as Exhibit C, and

WHEREAS, in order to obtain an NFR Letter for the Nike Sports Complex, the IEPA has advised the Naperville Park District that it will be necessary for the City of Naperville and DuPage County each to pass an ordinance as provided for in Title 35, Part 742 1015 of the Illinois Administrative Code, commonly referred to as an "institutional control", prohibiting the use, or attempt to use as a potable water supply, groundwater from within that portion of the corporate limits of the City of Naperville described on Exhibit A (Parcels 1-4) and the unincorporated limits of the County of DuPage as described on Exhibit A (Parcel 5), and

WHEREAS, the City of Naperville desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of the Nike Sports Complex, and

WHEREAS, a summary of historic investigations and the Site Remediation Program activities to date relative to the Nike Sports Complex, was submitted with the letter from the Naperville Park District referenced herein, which summary is attached hereto as Exhibit D, and

WHEREAS, the public water supply at the Nike Sports Complex is provided from Lake Michigan through the DuPage County Water Commission either by the City of Naperville or DuPage County

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule powers as follows:

SECTION 1: Recitals Incorporated The foregoing Recitals are substantive and are incorporated in this Section 1 as though fully set forth

SECTION 2: Use of Groundwater as a Potable Water Supply Prohibited The use or attempt to use as a potable water supply groundwater from within that portion of the Nike Sports Complex located within the corporate limits of the City of Naperville as described on Exhibit A (Parcels 1 through 4), by the installation or drilling of wells, or by any other method, by any Person, including the City of Naperville, is hereby prohibited

SECTION 3: Definitions "Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns "Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods

SECTION 4: Penalty Any person violating the provisions of this Ordinance shall be subject to a fine of up to five hundred dollars (\$500) for each violation, and each day a violation continues shall constitute a separate offense

SECTION 5: Repealer All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed insofar as they are in conflict with this Ordinance

SECTION 6: Severability If any provision of this Ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the Ordinance as a whole or of any portion not adjudged invalid

SECTION 7: Recording This Ordinance along with the Exhibits attached hereto, and an instrument from the Illinois Environmental Protection Agency memorializing the Agency's determination of "No Further Remediation" as to the Nike Sports Complex as described herein, shall be recorded with the Office of the DuPage County Recorder by the Naperville Park District within forty-five (45) days of receipt of a determination of "No Further Remediation" by the Illinois Environmental Protection Agency and a copy of such recorded document shall further be submitted to the Environmental Health Services Division of the DuPage County Health Department

SECTION 8: Effective Date This Ordinance shall be in full force and effect upon its passage and approval

PASSED this 8th day of April, 2009

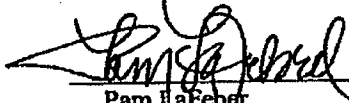
AYES BOYAJIAN, DUNN, FIESELER, FURSTENAU, KRAUSE, MILLER,
ROSANOVA, WEHRLI

NAYS NONE

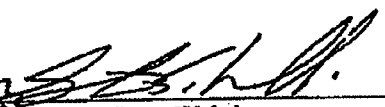
ABSENT PRADEL

APPROVED this 9th day of April, 2009

ATTEST


Pam LaFerber
City Clerk




Grant Wehrli
Mayor Pro Tem

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 94 LINKS (62.04 FEET) TO A POINT IN AN OLD FENCE LINE; THENCE SOUTH ALONG SAID OLD FENCE LINE 8.80 CHAINS (580.80 FEET) TO A CONCRETE MONUMENT IN A FENCE CORNER, SAID MONUMENT BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO PAUL E. SHIFFLER AND WARD C. SHIFFLER, AS TRUSTEES, BY DEED RECORDED AS DOCUMENT 641627; THENCE WEST ALONG AN OLD FENCE LINE, SAID LINE BEING THE SOUTH LINE OF THE ABOVE DESCRIBED CONVEYANCE 893.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG THE AFORESAID LINE 542.41 FEET TO A POINT IN THE EAST LINE OF NAPER VILLA MANOR SUBDIVISION; THENCE NORTH ALONG SAID EAST LINE OF SAID SUBDIVISION 1196.38 FEET; THENCE ON A 90 DEGREES 40 MINUTES 04 SECONDS ANGLE TO THE RIGHT OF THE LAST DESCRIBED COURSE A DISTANCE OF 495.85 FEET; THENCE ON A 87 DEGREES 05 MINUTES 44 SECONDS ANGLE TO THE RIGHT OF THE LAST DESCRIBED COURSE 1191.03 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM ALL OIL, GAS, AND OTHER MINERALS IN, UNDER, AND UPON THE LANDS TOGETHER WITH THE RIGHT TO ENTER UPON THE LAND FOR THE PURPOSE OF MINING AND REMOVING THE SAME), IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 AND 26 IN BLOCK 7 AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 AND 26 IN BLOCK 8 IN NAPER VILLA MANOR, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 1 AND IN THE NORTH 1/2 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1926 AS DOCUMENT 213969, IN DU PAGE COUNTY, ILLINOIS.

ALSO:

SOUTH 33 FEET OF VACATED 46TH STREET LYING EAST OF THE EAST LINE OF MILL STREET AND WEST OF THE EAST LINE OF BYERRUM (FORMERLY EAGLE) STREET;

~~SECRET~~
A
1.5

ALSO:

NORTH 50 FEET OF VACATED 47TH STREET LYING EAST OF THE EAST LINE OF MILL STREET AND WEST OF THE WEST LINE OF PEARSON (FORMERLY WEBSTER) STREET;

ALSO:

THAT PART OF VACATED PEARSON (FORMERLY WEBSTER) STREET LYING SOUTH OF THE NORTH LINE AND NORTH OF CENTERLINE OF 47TH STREET EXTENDED EAST;

ALSO:

SOUTH 33 FEET OF 46TH STREET LYING EAST OF THE EAST LINE OF BYERRUM (FORMERLY EAGLE) STREET AND WEST OF THE WEST LINE OF PEARSON (FORMERLY WEBSTER) STREET;

ALSO:

THE 20 FOOT PUBLIC ALLEY IN BLOCK 7;

ALSO:

THE 20 FOOT PUBLIC ALLEY IN BLOCK 8;

ALSO:

THAT PART OF BYERRUM (FORMERLY EAGLE) STREET LYING SOUTH OF THE SOUTH LINE OF VACATED 46TH STREET AND NORTH OF THE NORTH LINE OF VACATED 47TH STREET;

ALSO:

THAT PART OF PEARSON (FORMERLY WEBSTER) STREET LYING SOUTH OF CENTERLINE OF 46TH STREET EXTENDED EAST AND NORTH OF THE NORTH LINE OF VACATED 47TH STREET EXTENDED EAST.

ALL IN SAID NAPER VILLA MANOR.

PARCEL 3:

THE SOUTHMOST 100 FEET OF THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12, AND RUNNING THENCE WEST ON THE NORTH LINE OF SAID SECTION 62.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY 580.80 FEET TO A CONCRETE MONUMENT MARKING THE SOUTH EAST CORNER OF THE TRACT OF LAND CONVEYED TO PAUL E. SHIFFLER AND WARD C. SHIFFLER, AS TRUSTEES, BY A DEED IN TRUST, DATED DECEMBER 14, 1951, AND RERECORDED IN THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS, ON DECEMBER 19, 1951 AS DOCUMENT 641627; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF THE ABOVE-DESCRIBED CONVEYANCE 1436.10 FEET TO A POINT IN THE EAST LINE OF NAPER VILLA MANOR; THENCE NORTHERLY ALONG SAID EAST LINE 1409.73 FEET; THENCE EASTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE WITH 5410 EAST LINE OF NAPER VILLA MANOR OF 91 DEGREES 59 MINUTES 24 SECONDS, AS

PAGE 2 OF 5

EXHIBIT C

MEASURED COUNTERCLOCKWISE FROM SOUTHERLY TO EASTERLY
1437.32 FEET TO A POINT; THENCE SOUTHERLY 877.21 FEET TO
THE POINT OF BEGINNING,

(EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH EAST CORNER OF SAID SECTION 12 AND
RUNNING THENCE WEST ON THE NORTH LINE OF SAID SECTION 94
LINKS (62.04 FEET) TO A POINT IN AN OLD FENCE LINE; THENCE
SOUTH ALONG SAID OLD FENCE LINE 8.80 CHAINS (580.80 FEET)
TO A CONCRETE MONUMENT IN A FENCE CORNER, SAID MONUMENT
BEING THE SOUTH EAST CORNER OF A TRACT OF LAND CONVEYED TO
PAUL E. SHIFFLER AND WARD C. SHIFFLER, AS TRUSTEES, BY DEED
IN TRUST, DATED DECEMBER 14, 1951, AND RECORDED IN THE
RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS, ON DECEMBER
19, 1951, AS DOCUMENT NO. 641627; THENCE WEST ALONG AN OLD
FENCE LINE, SAID LINE BEING THE SOUTH LINE OF THE ABOVE-
DESCRIBED CONVEYANCE 893.69 FEET TO THE PLACE OF BEGINNING;
THENCE CONTINUING WEST ALONG THE AFORESAID LINE 542.41 FEET
TO A POINT IN THE EAST LINE OF NAPER VILLA MANOR, THENCE
NORTH ALONG SAID EAST LINE OF SAID SUBDIVISION, 1196.38
FEET; THENCE ON A 90 DEGREES 40 MINUTES 04 SECONDS ANGLE TO
THE RIGHT OF THE LAST DESCRIBED COURSE, A DISTANCE OF
495.85 FEET; THENCE ON AN 87 DEGREES 05 MINUTES 44 SECONDS
ANGLE TO THE RIGHT OF THE LAST DESCRIBED COURSE, 1191.03
FEET TO THE PLACE OF BEGINNING), IN DU PAGE COUNTY,
ILLINOIS.

PARCEL 4:

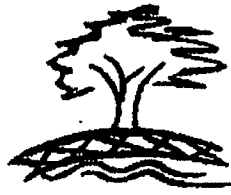
LOT 80 IN INDIAN HILL UNIT 4, BEING A SUBDIVISION OF PART
OF THE NORTH 1/2 OF SECTION 12 AND PART OF THE SOUTH 1/2 OF
SECTION 1, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD
PRINCIPAL MERIDIAN, TOGETHER WITH PART OF THE NORTH 1/2 OF
SECTION 7 AND PART OF THE SOUTH 1/2 OF SECTION 6, BOTH IN
TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER
17, 1974 AS DOCUMENT R74-53499 AND CERTIFICATE OF
CORRECTION RECORDED JULY 25, 1975 AS DOCUMENT R75-37742, IN
DUPAGE COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF NAPER VILLA MANOR, BEING A SUBDIVISION OF PART
OF THE SOUTH HALF OF SECTION 1 AND PART OF THE NORTH HALF
OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD
PRINCIPAL MERIDIAN ACCORDING TO THE PLAT

THEREOF RECORDED MAY 21, 1926 AS DOCUMENT NO. 213969,
DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 17 IN SAID NAPER
VILLA MANOR;
THENCE NORTH 83 DEGREES 55 MINUTES 41 SECONDS WEST ALONG
THE SOUTHERLY LINE OF SAID BLOCK 17, A DISTANCE OF 30.45
FEET TO THE SOUTH WEST CORNER OF LOT 15 IN SAID BLOCK 17;
THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS EAST ALONG
THE WEST LINE OF SAID LOT 15 IN BLOCK 17 AND ALONG SAID
WEST LINE, EXTENDED NORTH, A DISTANCE OF 120.37 FEET TO THE
CENTER LINE OF A PUBLIC ALLEY VACATED BY PLAT OF VACATION
RECORDED SEPTEMBER 14, 2004 AS DOCUMENT NO. R2004-241006;
THENCE NORTH 83 DEGREES 55 MINUTES 41 SECONDS WEST ALONG
SAID CENTER LINE, A DISTANCE OF 124.38 FEET TO THE EAST
LINE, EXTENDED NORTH, OF LOT 9 IN SAID BLOCK 17; THENCE
SOUTH 00 DEGREES 27 MINUTES 50 SECONDS WEST ALONG SAID EAST
LINE, EXTENDED NORTH, AND ALONG THE EAST LINE OF SAID LOT 9
IN BLOCK 17, A DISTANCE OF 120.37 FEET TO THE SOUTHEAST
CORNER OF SAID LOT 9; THENCE NORTH 83 DEGREES 55 MINUTES 41
SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 17,
ALONG SAID SOUTHERLY LINE, EXTENDED WESTERLY, AND ALONG THE
SOUTHERLY LINE OF BLOCK 18 IN SAID NAPER VILLA MANOR, A
DISTANCE OF 225.89 FEET TO THE SOUTHWEST CORNER OF LOT 32
IN SAID BLOCK 18; THENCE NORTH 00 DEGREES 28 MINUTES 08
SECONDS EAST ALONG THE EAST LINE OF SAID LOT 32 AND ALONG
SAID EAST LINE, EXTENDED NORTH, A DISTANCE OF 120.37 FEET
TO THE CENTER LINE OF A PUBLIC ALLEY VACATED BY PLAT OF
VACATION RECORDED SEPTEMBER 14, 2004 AS DOCUMENT NO. R2004-
241006; THENCE NORTH 83 DEGREES 55 MINUTES 41 SECONDS WEST
ALONG SAID CENTER LINE, A DISTANCE OF 100.16 FEET TO THE
WEST LINE, EXTENDED SOUTH, OF LOT 3 IN SAID BLOCK 18;
THENCE NORTH 00 DEGREES 28 MINUTES 08 SECONDS EAST ALONG
SAID WEST LINE, EXTENDED SOUTH, ALONG THE WEST LINE OF SAID
LOT 3 IN BLOCK 18 AND ALONG SAID WEST LINE, EXTENDED NORTH,
A DISTANCE OF 158.54 FEET TO THE CENTER LINE OF A PUBLIC
ALLEY VACATED BY PLAT OF VACATION RECORDED SEPTEMBER 14,
2004 AS DOCUMENT NO. R2004-241006; THENCE NORTH 83 DEGREES
55 MINUTES 41 SECONDS WEST ALONG SAID CENTER LINE, A
DISTANCE OF 49.80 FEET TO THE WEST LINE, EXTENDED SOUTH OF
LOT 13 IN BLOCK 15 OF SAID NAPER VILLA MANOR; THENCE NORTH
00 DEGREES 28 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE,
EXTENDED SOUTH, AND ALONG THE WEST LINE OF SAID LOT 13 IN
BLOCK 15, A DISTANCE OF 162.99 FEET TO THE NORTHWEST CORNER
OF SAID LOT 13; THENCE NORTH 83 DEGREES 55 MINUTES 41
SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 15 IN SAID
BLOCK 15, A DISTANCE OF 55.76 FEET TO THE SOUTHWEST CORNER
OF SAID LOT 15; THENCE NORTH 00 DEGREES 28 MINUTES 08

SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 15, ALONG THE WEST LINE, EXTENDED SOUTH, OF BLOCK 10 IN SAID NAPER VILLA MANOR, ALONG THE WEST LINE OF SAID BLOCK 10 AND ALONG SAID WEST LINE, EXTENDED NORTH, A DISTANCE OF 1120.51 FEET TO THE CENTER LINE 47TH STREET VACATED BY PLAT OF VACATION RECORDED SEPTEMBER 14, 2004 AS DOCUMENT NO. R2004-241006; THENCE NORTH 87 DEGREES 41 MINUTES 36 SECONDS EAST ALONG SAID CENTER LINE, A DISTANCE OF 617.04 FEET TO THE EAST LINE OF PEARSON STREET VACATED BY PLAT OF VACATION RECORDED SEPTEMBER 14, 2004 AS DOCUMENT NO. R2004-241006; THENCE SOUTH 00 DEGREES 27 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE OF PEARSON STREET, A DISTANCE OF 557.07 FEET TO THE NORTHWEST CORNER OF KNIGHT??S RESUBDIVISION UNIT NO. 2, BEING A RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP AND RANGE AFORESAID ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 800542; THENCE NORTH 89 DEGREES 31 MINUTES 09 SECONDS WEST ALONG THE NORTH LINE, EXTENDED WEST, OF KNIGHT??S RESUBDIVISION UNIT NO. 2, A DISTANCE OF 33.00 FEET TO THE EAST LINE OF BLOCK 9 IN SAID NAPER VILLA MANOR; THENCE SOUTH 00 DEGREES 27 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 9 AND ALONG SAID EAST LINE, EXTENDED SOUTH, ALONG THE EAST LINE OF BLOCK 16 IN SAID NAPER VILLA MANOR AND ALONG SAID EAST LINE OF BLOCK 16, EXTENDED SOUTH, AND ALONG THE EAST LINE OF AFORESAID BLOCK 17 IN NAPER VILLA MANOR, A DISTANCE OF 1092.55 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



Naperville
Park District

December 15, 2008

VIA CERTIFIED MAIL

Mr. Doug Krieger
City Manager
City of Naperville
400 S. Eagle Street
Naperville, IL 60540

Mr Robert J Schillerstrom
DuPage County Board Chairman
Jack T Knuepfer Admin Bldg
421 N County Farm Road
Wheaton, IL 60187

Re: Groundwater Use Restriction Ordinance Request For the Nike Sports Complex Property

Gentlemen:

This letter is submitted on behalf of the Naperville Park District ("Park District") to request your assistance in obtaining a Groundwater Use Restriction Ordinance for the Nike Sports Complex, located at 288 W. Diehl Road ("Park Property"). Other addresses used for the Park Property are 1560 and 1598 Mill Street. One portion of the 40+ acre Park Property is located within the jurisdiction of the City of Naperville and the other portion is located in unincorporated DuPage County. I have attached a site survey (Figure 1) which identifies these areas for your review

The Park District is seeking a No Further Remediation ("NFR") Letter for Nike Park from the Illinois Environmental Protection Agency ("Illinois EPA") pursuant to Illinois EPA's Site Remediation Program. The Park District took this action to ensure that the historic use of nearby properties will not adversely affect its anticipated improvement of the Park Property for public recreation. The Park District intends to redevelop the Park Property by constructing new recreational facilities. In summary, previous investigations have indicated that the groundwater is contaminated and the only concern at the Park Property would arise from the use of potable groundwater wells.

Because of this regional groundwater contamination, a groundwater use restriction ordinance is necessary to eliminate any potential future exposure to groundwater within the Nike Sports Complex property. Obtaining a groundwater use restriction ordinance is a requirement of the Site Remediation Program and is described in 35 IAC 742.1015. The purpose of the ordinance

120 W. JACKSON AVE. • NAPERVILLE, ILLINOIS 60540-5275
TEL 630 848.5000 • FAX 630. 848.5001 • www.napervilleparks.org

EXHIBIT C

PAGE 1 OF 2

is to ensure that no one can install water supply wells in the future or use area groundwater without pretreatment.

In view of the fact that 1) the public water supply at the Park District property is currently, and will in the future, be provided through the DuPage County Water Commission, either by the City of Naperville or DuPage County. The source of this water is Lake Michigan, and 2) it would be both unfair and extremely cost-prohibitive to expect the Park District to attempt to clean up regional groundwater that was contaminated by others and which is not used at the Park Property, we are asking the City and the County Board to each enact a groundwater use restriction ordinance for the portions of the Park Property that are located within their boundaries. Units of local governments routinely enact these ordinances in order to ensure the beneficial use and development of properties that are located above contaminated groundwater aquifers that are not being used to supply water to these properties. We suggest that a groundwater use restriction ordinance that promotes development for a public use is especially appropriate - in this case, the development of the Park District's new recreational facilities.

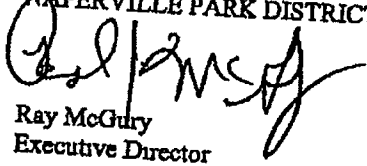
We enclose for your review the following information

- 1) a copy of a prior groundwater use restriction ordinance enacted by the City of Naperville to restrict groundwater use in a limited, specific area. Please note that we are requesting that the ordinances here be limited to the Park Property,
- 2) a copy of one of the ordinances enacted by a County Board, in this case the Bureau County Board, to impose a similar, property-specific ordinance within its boundaries;
- 3) the legal description for the portion of the Park Property located within the County, and the legal description of the Park Property located within the City.
- 4) engineer's drawing depicting the areas that would be subject to each of the two ordinances, and
- 5) a copy of a brief summary of historic investigations and the Site Remediation Program activities to date, prepared by the Park District's environmental consultant, Dr. Edward J. Cooney of E. Cooney Associates located in Elmhurst, Illinois.

Please review the attached information and contact us at your convenience to discuss our request for a groundwater ordinance. Thank you for your consideration of this matter.

Sincerely,

NAPERVILLE PARK DISTRICT


Ray McGury
Executive Director

Pc Illinois EPA
Naperville Park Board of Commissioners

Project Summary

The Nike Sports Complex properties are located south of Diehl Road and bounded by Mill Street on west and Bauer Road on south, in Naperville, Illinois. The Nike Sports Complex consists of five parcels – playing fields (Parcels 1 & 2) located immediately west of the former launch area (approximately 20 acres), a tract of land immediately south of the old launch area (Parcel 3), a small park to located on Apache Drive (Parcel 5), and a recently acquired, currently vacant 20-acre tract east of Mill Street (Parcel 5). These properties are collectively called the Nike Sports Complex. Parcels 1 through 4 are located within City of Naperville limits. Parcel 5, however, is located in unincorporated DuPage County.

In 1955- 1956, the U.S. Army purchased 60+ acres in this area to be utilized as a Nike C-70 Missile Site. In approximately 1964, the missiles became obsolete and the base was closed. Because bases of this type routinely used various chemicals and fuels a number of site investigations have been performed on the former military property and within the adjacent park areas. The results from these studies have shown that

- 1) The contamination is from off-site source(s) such as the former missile site and not the Park Property;
- 2) Multiple investigations conducted by the U.S. Army Corps of Engineers (and more recently by the Naperville Park District), have demonstrated that the soils within the Nike Sports Complex properties meet the most stringent residential Illinois EPA screening levels, and
- 3) Historic regional groundwater contamination exists, for which the Park District is seeking groundwater use restriction ordinances from the City and County to ensure that no one will be exposed to groundwater, which could occur only if groundwater wells were installed at the Park Property in the future.

EXHIBIT D

PAGE 1 OF 3

The primary contaminant of concern in area groundwater is trichloroethylene (TCE), which has been detected at concentrations greater than the Illinois Class I groundwater drinking water standard in the shallow unconsolidated aquifer at and in the vicinity of the former Launch Area. In addition, Illinois EPA has been working with BP/Amoco, located north of the Park District property to address a release of TCE from the research facility, located at 150 West Warrenville Road in Naperville. Both the former missile site and the BP/Amoco facility appear to be likely sources of a regional groundwater problem.

In July 2007, the Naperville Park District enrolled the Nike Sports Complex into the Illinois EPA's voluntary Site Remediation Program (SRP) to obtain a No Further Remediation (NFR) Letter for the Nike Sports Complex. The Park District took this action to ensure that the historic use of nearby properties will not adversely affect its anticipated improvement of the Park Property for public recreation. The Park District intends to redevelop the Park Property by constructing new recreational facilities.

The Naperville Park District retained E Cooney Associates, Inc. (ECA) to further investigate and characterize existing site conditions. Two focused site investigations were conducted. In addition, ECA worked with BP/Amoco consultants to collect groundwater samples from monitoring wells installed on Park District property. The results of these investigations were presented to Illinois EPA in a Focused Site Investigation Report and Remedial Objectives Report, dated September 12, 2008. On October 7, Illinois EPA conditionally approved this Report. Key findings are summarized as

- Samples of soil and groundwater were collected from the Nike Sports Complex property. The Illinois Tiered Approach to Corrective Action Objectives (TACO), in 35 IAC 742, was used as the basis for evaluating the results from these studies. None of the soil concentrations for samples collected from within the Nike Sports Complex exceeded any screening level, including trichloroethylene (TCE), the principal contaminant detected in area groundwater.

- Area groundwater samples had results which exceeded the TACO cleanup criteria for TCE and chloroform. A plume exists and is moving from areas north and northeast of the Sports Complex to areas south and southwest.
- Groundwater contamination is regional in nature but there is no exposure pathway for users of the Sports Complex because potable water in this area is provided by the DuPage Water Commission either by the City of Naperville or DuPage County. The source of this water supply is Lake Michigan.
- A groundwater use restriction ordinance will be necessary to eliminate any potential future exposure to groundwater within the Nike Sports Complex property. Obtaining a groundwater use restriction ordinance is a requirement of the Site Remediation Program and is described in 35 IAC 742.1015. The purpose of the ordinance will be to ensure that no one can install groundwater use wells in the future or use area groundwater without pretreatment.

Technical reports describing historical investigations conducted within this area are available in the Reference Section of the Nichols Library in Naperville.