

PROPERTY ADDRESS:

**2160 CITYGATE LANE
NAPERVILLE, IL 60563**

P.I.N.

07-03-103-027

RETURN TO/PREPARED BY:

**CITY OF NAPERVILLE
CITY CLERK'S OFFICE/
COMMUNITY SERVICES DEPARTMENT
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540**

**OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT
AS TO LOT 3 FOR CITYGATE II**

This Owner's Acknowledgement and Acceptance Agreement as to Lot 3 for CityGate II (the "**Agreement**") located at 2160 CityGate Lane, Naperville, IL 60563, is entered into by and between the City of Naperville, a home rule unit of local government under the Constitution and laws of the State of Illinois ("**CITY**" or "**City of Naperville**") with an address of 400 South Eagle Street, Naperville, Illinois 60540, and CityGate Centre Ventures II LLC, a Delaware limited liability company ("**OWNER AND DEVELOPER**"), with offices at 1110 Jorie Boulevard, Suite 300, Oak Brook, IL 60523. The City and the OWNER AND DEVELOPER are together hereinafter referred to as the "**Parties**" and sometimes individually as "**Party**". In addition, Calamos Property Holdings LLC ("**CALAMOS**") is a Party to this Agreement and shall be bound hereby for the purposes identified in Section 7 hereof.

RECITALS

A. This Agreement pertains to Lot 3 of the Lincoln at CityGate Centre OAA located within the corporate limits of the City of Naperville with a common address of 2160 CityGate Lane, Naperville, IL 60563, having parcel identification number 07-03-103-027, and legally described on **Exhibit A** and depicted on **Exhibit B** (hereinafter referred as the "**SUBJECT PROPERTY**"). OWNER AND DEVELOPER is the owner of the SUBJECT PROPERTY.

B. The SUBJECT PROPERTY shall be subject to the terms and conditions set forth in the following ordinances ("**Lincoln at CityGate Ordinances**"), approved by the Naperville City Council on May 5, 2020 and on November 17, 2020 to the extent that said Ordinances apply thereto:

Ordinance 20-043

Ordinance No. 20-043 recorded with the DuPage County Recorder as R2021-010152 approving a Final Plat of Subdivision for the resubdivision of Lots 2 & 3 of CityGate

EXHIBIT G

LEGAL DESCRIPTION

LOT 3 OF THE RESUBDIVISION OF LOTS 2 AND 3 OF CITYGATE CENTRE SUBDIVISION, BEING A RESUBDIVISION OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20, 2021, AS DOCUMENT NO. R2021-010153, IN DUPAGE COUNTY, ILLINOIS.

PIN: 07-03-103-027

Commonly known as: 2160 CityGate Ln, Naperville, IL 60563

PROPERTY DESCRIPTION (SEEK TITLE COMMITMENT)
LOT 3 OF THE RESUBDIVISION OF LOTS 2 AND 3 OF CITYGATE CENTRE SUBDIVISION, BEING A RESUBDIVISION OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT HEREIN RECORDED JANUARY 20, 2021, AS DOCUMENT NO. P0201-0010515, IN DUPAGE COUNTY, ILLINOIS

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THIS IS TO CERTIFY THAT THIS MAP OF P-1 AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2025 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA SURVEYS AND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NBS, AND THE FILMWORK WAS COMPLETED ON OCTOBER 22, 2025.

ILLINOIS.

J. P. Christy
 JERRY P. CHRISTY, JR., U.S.
 LICENSE OFFICIALS 11-50-2026
 5000 SPRINGWOOD DRIVE
 SPRINGWOOD, NC 27087
 9575 W. HIGGINS ROAD
 SUITE 100
 COCKERMONT, IL 60018



CITY GATE CAMPUS – PHASE II
NAPERVILLE, ILLINOIS

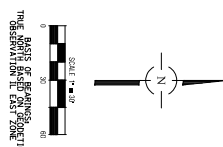
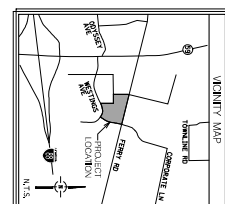
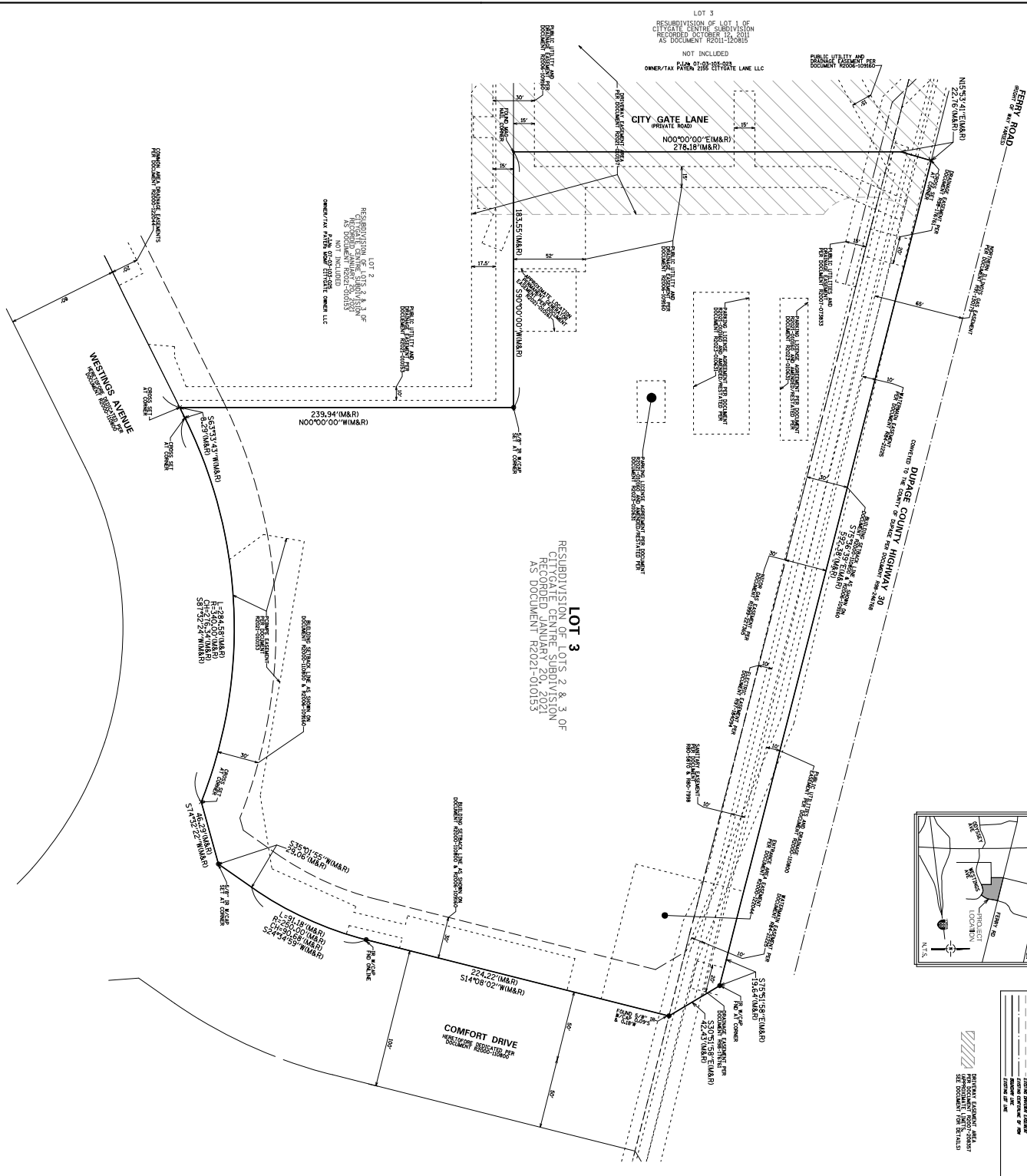


Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN

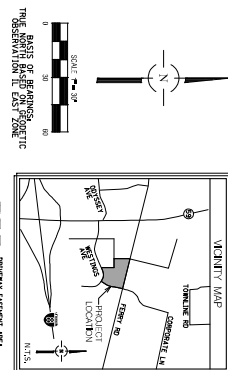
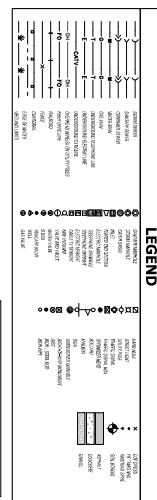
1	12/17/25	EASEMENT R2021-010157
NO.	DATE	REMARKS

NO.	DATE	REMARKS
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A.L.T.A./N.S.P.S. LAND TITLE SURVEY
BOUNDARY INFORMATION



FERRY ROAD
(RIGHT OF WAY VARIES)



TRUE NORTH BASED ON GEODETIC OBSERVATION 11 EAST ZONE

WILL
(APPROXIMATE LIMITS,
SEE DOCUMENT FOR DETAILS)

1	12/17/25	EASEMENT R2021-010157
NO.	DATE	REMARKS

NO.	DATE	REMARKS
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School Donation Worksheet

Name of Subdivision

CityGate II

School Donation =

Land
0.6768

Cash
\$215,425.44

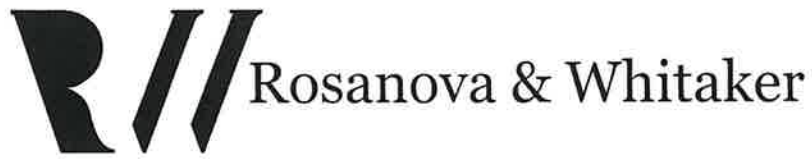
= Total Land x \$318,300.00

=Round (((Total Elementary Pop. x 0.0231) + (Total Jr. High Pop. x 0.0208) + (Total High School Pop x 0.0267)),4)

Type of Unit	Pre-School 0 - 4 Yrs	Elementary Grades K-5	Junior High Grades 6-8	High School Grades 9-12	Adults 18-up	Total per Unit
Detached						
Single-family						
2-bedroom	0.120	0.000	0.183	0.000	0.085	0.000
3-bedroom	0.268	0.000	0.206	0.000	0.123	0.000
4-bedroom	0.371	0.000	0.362	0.000	0.212	0.000
5-bedroom	0.386	0.000	0.448	0.000	0.241	0.000
Attached						
Single-Family						
1-Bedroom	0.206	0.000	0.124	0.000	0.057	0.000
2-Bedroom	0.214	0.000	0.208	0.000	0.111	0.000
3-Bedroom	0.183	0.000	0.228	0.000	0.172	0.000
4-Bedroom						
Apartments						
Efficiency	0.058	13.050	0.031	6.975	0.018	4.050
225 1-Bedroom	0.129	9.288	0.074	5.328	0.048	3.456
72 2-Bedroom	0.199	0.000	0.164	0.000	0.073	0.000
3-Bedroom						
People Produced	22.338	12.303	7.506	8.856	497.493	548.496

of Students Generated = 28.665

TABLE A
EXHIBIT C



Rosanova & Whitaker, Ltd.
445 Jackson Avenue, Suite 200
Naperville, Illinois 60540
Phone: 630-355-4600
Fax: 630-352-3610
www.rw-attorneys.com

June 9, 2026

VIA Email To: Matthew_shipley@ipsd.org

Matt Shipley, Chief School Business Official
Indian Prairie School District 204
780 Shoreline Drive
Aurora, Illinois 60504

Re: Willow Bridge - City Gate II, Naperville, Illinois

Dear Mr. Shipley:

Back in 2019, we worked cooperatively with Indian Prairie School District 204 to create a strategy to address the District's concern with student generation at that time. The Petitioner paid the land cash fee in full at the time of recording the final plat of subdivision pursuant to that strategy. In this case the amount of said land-cash fee will be **\$215,425.44** which is based on the anticipated **28.66** students to be generated pursuant to the City's land cash ordinance currently in effect. As was also the case then, Willow Bridge will not request any reduction to the land-cash fee despite the fact Willow Bridge believes the actual student generation will be in the ballpark of 10-15 students, which mirrors the student generation at Domain upon completion.

Additionally, to address the School District's concern that additional students over and above **28.66** may be generated, Willow Bridge will once again agree that at the 12 month anniversary of the certificate of occupancy issuance for City Gate II, if there are students exceeding **28.66**, the District will notify Willow Bridge and upon Willow Bridge confirming said enrollment, Willow Bridge will pay the one time sum of **\$7,516.58 (\$215,425.44 divided by 28.66)** for each student above **29** up to a total of **29** additional students. The anticipated **28.66** students generated by the development is determined by the proposed number and mix of units. In the event that the number or mix of units should change, the figures above shall be adjusted accordingly.

Upon your review, please feel free to contact me for further discussion.

Very truly yours,

Vincent Rosanova
Rosanova & Whitaker, Ltd

cc. Joe Segobiano – Willow Bridge Property Company Property Company
Erin Venard – City of Naperville



Enclosure – Land Cash Tables

Acknowledged by Indian Prairie School District 204

By: M-8 / Matt Shipley, CSBO

Its: 6/23/26

Park Donation Work Sheet

Name of Subdivision

CityGate II

Land

Park Donation =

4.5935

Cash

\$1,486,456.60 = Land Donation x \$323,600.00

=Round((Total People Produced x 0.0086),4)

Type of Unit	Pre-School 0 - 4 Yrs	Elementary Grades K-5	Junior High Grades 6-8	High School Grades 9-12	Adults 18-up	Total per Unit
Detached						
Single-family						
2-bedroom	0.127	0.000	0.327	0.000	0.102	0.000
3-bedroom	0.244	0.000	0.440	0.000	0.179	0.000
4-bedroom	0.348	0.000	0.522	0.000	0.235	0.000
5-bedroom	0.333	0.000	0.533	0.000	0.262	0.000
Attached						
Single-Family						
1-Bedroom	0.072	0.000	0.091	0.000	0.044	0.000
2-Bedroom	0.157	0.000	0.178	0.000	0.060	0.000
3-Bedroom	0.217	0.000	0.358	0.000	0.154	0.000
4-Bedroom						
Apartments						
Efficiency	0.015	3.375	0.033	7.425	0.013	2.925
225 1-Bedroom	0.037	2.664	0.063	4.536	0.028	2.016
72 2-Bedroom	0.037	0.000	0.152	0.000	0.091	0.000
3-Bedroom						
People Produced	6.039	11.961	4.941	5.085	506.331	534.132

TABLE B
EXHIBIT E

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

(Site Improvements)

Project: CityGate II
Location: 2160 Citygate Lane Naperville, IL 60563
Date: June 16, 2026

1.00	EARTHWORK	QUANTITY	UNITS	PRICE	COST
1.10	Structural Material				
1.11	Topsoil Strip to Stockpile	685	CY	\$ 4.00	\$ 2,740.00
1.12	Topsoil Respread from Stockpile	685	CY	\$ 6.00	\$ 4,110.00
1.13	Topsoil Strip and Export	2,056	CY	\$ 25.00	\$ 51,400.00
Subtotal Earthwork					\$ 58,250.00

2.00	EROSION CONTROL	QUANTITY	UNITS	PRICE	COST
2.10	Erosion Control				
2.11	Construction Entrance	1	EA	\$ 6,000.00	\$ 6,000.00
2.12	Temporary Erosion Control Blanket	2,300	SY	\$ 3.50	\$ 8,050.00
2.13	Temporary Seeding	1	AC	\$ 1,500.00	\$ 1,500.00
2.14	Rip Rap at Flared End Section	5	EA	\$ 1,000.00	\$ 5,000.00
2.20	Sediment Control				
2.21	Inlet Filter Baskets	17	EA	\$ 175.00	\$ 2,975.00
2.22	Silt Fence Installation	1,400	LF	\$ 2.50	\$ 3,500.00
2.30	Miscellaneous				
2.31	Temporary Concrete Washout	1	EA	\$ 850.00	\$ 850.00
2.32	Street Sweeping & Dust Control	1	LS	\$ 5,000.00	\$ 5,000.00
Subtotal Erosion Control					\$ 32,875.00

3.00	PAVING/SITE ITEMS	QUANTITY	UNITS	PRICE	COST
3.10	Heavy Duty Asphalt Pavement				
3.11	1.5" Bituminous Surface Course	500	SY	\$ 9.75	\$ 4,875.00
3.12	3" Bituminous Binder Course	500	SY	\$ 18.25	\$ 9,125.00
3.13	12" Aggregate Base Course (CA-6)	500	SY	\$ 17.50	\$ 8,750.00
3.20	Standard Duty Asphalt Pavement				
3.21	1.5" Bituminous Surface Course	150	SY	\$ 9.75	\$ 1,462.50
3.22	3" Bituminous Binder Course	150	SY	\$ 20.40	\$ 3,060.00
3.23	8" Aggregate Base Course (CA-6)	150	SY	\$ 12.80	\$ 1,920.00
3.30	Heavy Duty Concrete Pavement				
3.31	8" P.C. Concrete Pavement	260	SY	\$ 85.00	\$ 22,100.00
3.32	4" Aggregate Base Course (CA-6)	260	SY	\$ 6.50	\$ 1,690.00
3.40	Site Items				
3.41	Concrete Sidewalk (5" PCC over 4" Aggregate Base Course - CA7)	570	SF	\$ 8.50	\$ 4,845.00
3.42	B6.12 Curb & Gutter	550	LF	\$ 28.00	\$ 15,400.00
3.43	Valley Curb & Gutter	95	LF	\$ 28.00	\$ 2,660.00
3.44	Parking Lot Striping	600	LF	\$ 0.60	\$ 360.00
3.45	Parking Lot Signage	3	EA	\$ 450.00	\$ 1,350.00
3.46	Parking Lot Light / Street Light	3	EA	\$ 6,500.00	\$ 19,500.00
Subtotal Paving					\$ 97,097.50

4.00	STORM SEWER SYSTEM	QUANTITY	UNITS	PRICE	COST
4.10	Storm Sewer				
4.11	4" Underdrain	268	LF	\$ 13.50	\$ 3,618.00
4.12	12" PVC, SDR35	79	LF	\$ 40.00	\$ 3,160.00
4.13	15" PVC, SDR35	70	LF	\$ 50.00	\$ 3,500.00
4.14	18" PVC	15	LF	\$ 60.00	\$ 900.00
4.15	12" RCP	33	LF	\$ 42.00	\$ 1,386.00
4.16	15" RCP	168	LF	\$ 45.00	\$ 7,560.00
4.20	Storm Structures				
4.21	12" FES w/Grate	1	EA	\$ 1,400.00	\$ 1,400.00
4.22	15" FES w/Grate	3	EA	\$ 1,850.00	\$ 5,550.00
4.23	Cleanout (4" PVC)	3	EA	\$ 350.00	\$ 1,050.00
4.24	Cleanout (6" PVC)	3	EA	\$ 500.00	\$ 1,500.00
4.25	Outlet Control Structure	1	EA	\$ 10,000.00	\$ 10,000.00
4.26	2' Inlet	1	EA	\$ 2,100.00	\$ 2,100.00
4.27	4' Diameter Storm Catch Basin	4	EA	\$ 850.00	\$ 3,400.00
4.28	4' Diameter Storm Manhole	3	EA	\$ 3,200.00	\$ 9,600.00
4.30	Miscellaneous				
4.31	Trench Backfill	150	CY	\$ 42.00	\$ 6,300.00
4.32	Core & Connect to Existing Structure	1	EA	\$ 3,000.00	\$ 3,000.00
4.33	Adjust Manhole Frame & Grate on Ex. Structure	1	EA	\$ 500.00	\$ 500.00
Subtotal Storm Sewer System					\$ 64,524.00

5.00	SANITARY SEWER SYSTEM	QUANTITY	UNITS	PRICE	COST
5.10	Sanitary Sewer				
5.11	8" PVC, SDR26	59	LF	\$ 48.00	\$ 2,832.00
5.12	10" PVC, SDR26	52	LF	\$ 57.00	\$ 2,964.00
5.20	Sanitary Structures				
5.21	4' Diameter Sanitary Manhole	3	EA	\$ 5,300.00	\$ 15,900.00
5.30	Miscellaneous				
5.31	Trench Backfill	40	CY	\$ 42.00	\$ 1,680.00
5.32	Core & Connect to Existing Structure	1	EA	\$ 3,000.00	\$ 3,000.00
5.33	Adjust Manhole Frame & Grate on Ex. Structure	1	EA	\$ 500.00	\$ 500.00
Subtotal Sanitary Sewer System				\$	26,876.00

6.00	WATER MAIN SYSTEM	QUANTITY	UNITS	PRICE	COST
6.10	Water Main				
6.11	6" Water Main - D.I.P.	40	LF	\$ 82.00	\$ 3,280.00
6.12	12" Water Main - D.I.P.	112	LF	\$ 165.00	\$ 18,480.00
6.20	Water Structures				
6.21	12" Valve in Valve Vault	1	EA	\$ 5,850.00	\$ 5,850.00
6.22	Pressure Connection w/Valve and Valve Vault	1	EA	\$ 9,500.00	\$ 9,500.00
6.23	Fire Hydrant	2	EA	\$ 5,000.00	\$ 10,000.00
6.30	Miscellaneous				
6.31	Trench Backfill	60	CY	\$ 42.00	\$ 2,520.00
Subtotal Water Main System				\$	49,630.00

7.00	LANDSCAPING	QUANTITY	UNITS	PRICE	COST
7.10	Trees				
7.11	Shade Trees (3" cal.)	31	EA	\$ 1,250.00	\$ 38,750.00
7.12	Ornamental Trees (10' ht.)	18	EA	\$ 700.00	\$ 12,600.00
7.13	Upright Evergreens (6' ht.)	58	EA	\$ 300.00	\$ 17,400.00
7.20	Shrubs				
7.21	Deciduous Shrubs (5 gal.)	604	EA	\$ 80.00	\$ 48,320.00
7.22	Evergreen Shrubs (5 gal.)	346	EA	\$ 125.00	\$ 43,250.00
7.30	Miscellaneous				
7.31	Ornamental Grasses (3 gal.)	555	EA	\$ 35.00	\$ 19,425.00
7.32	Perennials (1gal.)	595	EA	\$ 20.00	\$ 11,900.00
7.33	Sodded Lawn	3,855	SY	\$ 9.00	\$ 34,695.00
7.34	Native Seed Mix With Blanket (Bioretention)	1,020	SY	\$ 5.00	\$ 5,100.00
7.35	Irrigation	1	LS	\$ 100,000.00	\$ 100,000.00
Subtotal Landscaping				\$	191,645.00

SUMMARY					
1.00	EARTHWORK			\$	58,250.00
2.00	EROSION CONTROL			\$	32,875.00
3.00	PAVING/SITE ITEMS			\$	97,097.50
4.00	STORM SEWER SYSTEM			\$	64,524.00
5.00	SANITARY SEWER SYSTEM			\$	26,876.00
6.00	WATER MAIN SYSTEM			\$	49,630.00
7.00	LANDSCAPING			\$	191,645.00
TOTAL				\$	520,897.50
10 % CONTINGENCY				\$	52,089.75
TOTAL				\$	572,987.25

This Engineer's Opinion of Probable Construction Cost is based upon the Final Engineering Plans prepared by Kimley-Horn dated 06/16/2026. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

Notes:

- 1 This estimate excludes building costs, retaining walls, or screening walls.
- 2 This estimate excludes survey construction layout.
- 3 This estimate does not include any permit fees, roadway impact fees, and/or connection fees for any utility or city services.
- 4 This estimate excludes off-site roadway or utility improvement costs.
- 5 This estimate does not include site electric, gas, telecom, or any other dry utility costs or coordination.
- 6 This estimate does not include soft cost fees or any other costs not listed within the estimate.
- 7 This estimate excludes General Conditions.
- 8 Erosion control quantities and costs provided above account for initial implementation. Maintenance and replacement of erosion control measures may add additional cost.

Centre Subdivision (Lincoln at CityGate Centre) and approving the Lincoln at CityGate Centre OAA;

Ordinance 20-044 Ordinance No. 20-044 recorded with the DuPage County Recorder as R2021-010155 approving a Final PUD Plat for the resubdivision of Lots 2 & 3 of CityGate Centre Subdivision);

Ordinance 20-123 Ordinance No. 20-123 recorded with the DuPage County Recorder as R2021-010154 approving an Amended Owner's Acknowledgment and Acceptance Agreement for Lincoln at CityGate Centre.

C. OWNER AND DEVELOPER has petitioned the City for approval of a Final Plat of Planned Unit Development for CityGate II ("**Final PUD Plat**") in order to construct a 297 unit multi-family apartment building on the SUBJECT PROPERTY and approval of the following (hereinafter collectively known as "**CityGate II Entitlements**");

- i. A major change to the Planned Unit Development for CityGate Centre;
- ii. A Conditional Use for a multi-family building in the OCI zoning district;
- iii. Approval of a Planned Unit Development Plan and Plat;
- iv. A deviation to City Code Section 6-7F-5:2 to permit 297 residential units on +/- 5-acres (217,800 square feet) in lieu of 1 unit per 2,600 square feet;
- v. A deviation to City Code Section 6-9-3:1 to reduce off-street parking from 2 spaces per unit (594 spaces) to 1.24 spaces per unit (369 resident parking spaces/297 units) and reduce guest parking from .25 spaces per unit (74 spaces) to .18 spaces per unit for a total of 1.42 parking spaces per unit in lieu of 2.25 parking spaces per unit;
- vi. A deviation to City Code Section 6-7F-8:1 to permit a maximum building height of 51' in lieu of 43';
- vii. A deviation pursuant to City Code Section 7-1-13 to permit a 20' building setback along Westings Avenue and Comfort Drive in conformance with the City's OCI zoning district in lieu of the 30' platted setback;
- viii. A deviation to City Code Sections 6-2-10:2 and 6-2-12:2.1 to permit a pickleball court and associated screening fence to be located in the 20' corner side yard setback along Westings Avenue; and
- ix. A deviation to City Code Section 6-2-12:2.1 to permit a retaining wall to be located in the 20' corner side yard setback along Comfort Drive.

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

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

1. **Recitals Incorporated.** The foregoing Recitals are incorporated herein as though fully set forth in this Section 1.
2. **Ongoing Compliance.** In the development and operation of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall be subject to and shall fulfill all conditions set forth or referenced herein associated with the SUBJECT PROPERTY, including but not limited to: (i) the terms of this Agreement; (ii) the provisions of the Naperville Municipal Code, as amended from time to time; (iii) all ordinances, resolutions, and agreements passed or adopted by the Naperville City Council related to the SUBJECT PROPERTY, including but not limited to the Lincoln at CityGate Ordinances and the Lincoln at CityGate Centre OAA, as amended, but only to the extent that they are applicable to the SUBJECT PROPERTY; (iv) CityGate II Entitlements; and (v) all applicable laws and regulations.
3. **Development of the SUBJECT PROPERTY.** OWNER AND DEVELOPER shall construct all improvements related to the development of the SUBJECT PROPERTY in compliance with final engineering plans prepared Kimley Horn, dated December 19, 2025, last revised July 31, 2026 (“**Final Engineering Plans**”) at its sole cost unless otherwise provided herein. Further, all residential units on the SUBJECT PROPERTY will be utilized for rental purposes only and will not be utilized as condominiums absent City Council agreement to waive this requirement in the future.
4. **School Donation:** Subject to the provisions of Subsection 4.1 below, the School Donation shall be **\$215,425.44** (based on 46 studio units, 179 one-bedroom apartment units and 72 two-bedroom apartment units with the studio units included in the calculation as one-bedroom units), in accordance with the attached **Table A, attached hereto as Exhibit C.** OWNER AND DEVELOPER acknowledges that the required school donation amount (\$215,425.44) is calculated based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code. Section 7-3-5:4.1 estimates that the proposed 297 apartment units will generate 28.7 students to Indian Prairie School District 204 (“**SCHOOL DISTRICT #204**”). OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required school donation pursuant to the “Estimated Lump Sum Payment” provisions set forth in Section 7-3-5:5.2.1 and Subsection 5:5.2.1.1 of the Naperville Municipal Code.

OWNER and DEVELOPER agrees that payment of the school donation amount set forth above shall be paid prior to recording the Final PUD Plat for the SUBJECT PROPERTY and further agrees that said school donation and the additional school donation set forth in Subsection 4.1 below shall not be paid under protest, or otherwise objected to.

4.1 **Potential Additional School Donation.** Within fifteen (15) days of the one year anniversary of a certificate of occupancy being issued by the CITY for the SUBJECT PROPERTY, OWNER AND DEVELOPER shall give written notice thereof to the Superintendent of Indian Prairie School District #204 (“**School District**”) and submit a copy to the City Zoning Administrator. Said notice shall include the letter dated June 9, 2026 attached as **Exhibit D** hereto which sets forth an agreement between the OWNER AND DEVELOPER and the School District regarding the potential of an additional school donation. If any additional school donation is determined to be owed by OWNER AND DEVELOPER pursuant to the provisions of the agreement set forth in Exhibit D, OWNER AND DEVELOPER shall make payment of said additional donation to the School District within thirty (30) days or such other timeframe agreed upon in writing by the School District.

5. **Park Donation: \$1,486,456.60** (based on 46 studio units, 179 one-bedroom apartment units and 72 two-bedroom apartment units with the studio units included in the calculation as one-bedroom units), in accordance with the **Table B** attached hereto as **Exhibit E**. OWNER and DEVELOPER acknowledges that the required park donation amount (\$1,486,456.60) is calculated based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code. OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required park donation pursuant to the “Estimated Lump Sum Payment” provisions set forth in Section 7-3-5.2.1 and Subsection 5:5.2.1.1 of the Naperville Municipal Code.

OWNER and DEVELOPER agrees that payment of the park donation amount established herein shall not be paid under protest, or otherwise objected to, and shall be paid prior to recording the Final PUD Plat for the SUBJECT PROPERTY.

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 **Site Permit Review Fee:** \$7,813.46 (1.5% of the approved engineer’s cost estimate). This fee is due prior to issuance of the site permit.
- 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 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.
- 6.4 **Other Fees.** Any resubmission fees, or other applicable fees not listed in 6.1 through 6.4 above, shall be charged in accord with the provisions of the Naperville Municipal Code or applicable policies and regulations then in effect, including but not limited to the fee schedule in Section 1-9F (Municipal Finances: Development, Entitlement and Other Required Application Process Fees) and Section 1-9H (Municipal Finances: Fees for Construction and New Development).

7. Traffic Signal.

- 7.1 CALAMOS agrees that it shall complete the design, installation, and construction associated with a traffic signal at Ferry Road and Comfort Drive/Corporate Lane (the "**Traffic Signal**") at its cost within twelve (12) months of CALAMOS's receipt of all necessary approvals to construct said Traffic Signal, including without limitation, CALAMOS's obtaining permitting from the DuPage Department of Transportation which shall be contingent on signal warrants being met at said intersection. By a separate agreement between CALAMOS and OWNER AND DEVELOPER, OWNER AND DEVELOPER may contribute to the costs associated with the design, installation, and construction of the Traffic Signal. Nothing herein provided in this Paragraph 7 is intended to prohibit CALAMOS from seeking participation in the cost of the design, installation, and construction of said Traffic Signal from any other entity.
- 7.2 Once the Traffic Signal is installed and approved as provided above, the CITY will pay DuPage County for its energy and maintenance costs. Neither CALAMOS nor OWNER AND DEVELOPER shall be responsible for any future maintenance or energy costs for the Traffic Signal.
- 7.3 CALAMOS has no responsibilities, duties, or obligations under this Agreement other than as expressly set forth in this Paragraph 7.
- 7.4 The provisions of this Section 7 and each subsection hereof shall survive the expiration of the Term of this Agreement (as Term is defined in Subsection 11.7 hereof) for an additional period of five (5) years.

8. **Financial Surety.** Financial surety in a form and from a source acceptable to the City Attorney shall be provided and maintained in the amount of 110% of the approved engineer's estimate of probable construction cost ("EOPCC") attached hereto as **Exhibit F**, which guarantees the completion of those improvements set forth in the EOPCC. Financial surety shall be received and approved prior to issuance of a site development permit. Notwithstanding provision of said surety, until the said improvements have been inspected and approved by the City, the OWNER AND DEVELOPER shall remain obligated for completion of said improvements and/or (at the City's sole discretion) to pay any costs for said improvements to the extent that the surety is not sufficient to pay for the costs of said 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 those improvements to be accepted by the City, the OWNER AND DEVELOPER shall provide the City with a maintenance surety as provided in Section 5-9-8 of the Naperville Municipal Code, as amended from time to time, in a form approved by the City Attorney.

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.

9. **Building Permits.** No permits for vertical construction shall be issued by the CITY for the SUBJECT PROPERTY, or any portion thereof, until the Final PUD 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.
10. **Notices.** Whenever notice is required to be given pursuant to this Agreement, the same shall be in writing, and either personally delivered or sent by a nationally recognized overnight delivery service and addressed to the Parties at their respective addresses as set forth below or at such other addresses as any Party, by written notice in the manner specified above to the other Party hereto, may designate from time to time.

ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.

IF TO THE CITY:

City Clerk, City of Naperville
400 South Eagle Street
Naperville, Illinois 60540
portnerd@naperville.il.us

WITH COPIES TO:

City Engineer, City of Naperville
400 South Eagle Street
Naperville, Illinois 60540
hynesa@naperville.il.us

**IF TO THE OWNER AND DEVELOPER/CITYGATE CENTRE
VENTURES II LLC**

CityGate Centre Ventures II LLC
1110 Jorie Blvd, Ste 300
Oak Brook, IL 60523
jsegobiano@willowbridgepc.com

WITH COPIES TO:

Rosanova & Whitaker, LTD.
Attn: Vince Rosanova
445 Jackson Ave
Naperville, IL 60540
vince@rw-attorneys.com

IF TO CALAMOS PROPERTY HOLDINGS LLC

Calamos Property Holdings LLC
2020 Calamos Ct
Naperville, IL 60563
tmiller3@calamos.com

WITH COPIES TO:

Tracey Miller
Vice-President and General Counsel
Calamos Family Partners, Inc.
2020 Calamos Court
Naperville, IL 60563
tmiller3@calamos.com

11. General Conditions.

- 11.1 **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 (whether their interest is in the SUBJECT PROPERTY as a whole or in any portion or aspect thereof).
- 11.2 **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.
- 11.3 **Amendment.** The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.
- 11.4 **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.
- 11.5 **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.
- 11.6 **Recordation.** This Agreement will be recorded by the City with the office of the DuPage County Recorder.
- 11.7 **Term.** This Agreement shall be effective upon the Effective Date set forth in Section 11.14 hereof and shall expire, without further action by either Party, upon the later of ten (10) years from the Effective Date or issuance of all final certificates of occupancy for the SUBJECT PROPERTY except where provisions survive expiration of this Agreement.
- 11.8 **Automatic Expiration.** If the Final PUD Plat for the SUBJECT PROPERTY is not recorded within five (5) years of the date of approval of the City Ordinance approving the Final PUD Plat and this Agreement by the City Council, the Final PUD Plat and this Agreement shall automatically lapse and become null and void without further action by any party hereto.
- 11.9 **Survival.** The terms and conditions set forth in the following paragraphs of this Agreement shall survive the expiration or termination of this

Agreement: 1 through 10 and each subsection thereof, except as specifically set forth in Section 7.4, and subsections 11.1, 11.2, 11.4, 11.5, 11.9, and 11.13.

- 11.10 **Authority to Execute/OWNER AND DEVELOPER.** The undersigned warrants that he/she will be 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 execute this Agreement and voluntarily agrees to the provisions set forth and referenced herein.
- 11.11 **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.
- 11.12 **Authority to Execute/CALAMOS.** The undersigned warrants that he/she is a duly authorized representative of CALAMOS and that the undersigned has full power and authority to execute this Agreement and voluntarily agrees to the provisions set forth and referenced herein.
- 11.13 **Exhibits.** All exhibits attached hereto or referenced herein incorporated herein by reference and made part hereof.
- 11.14 **Effective Date.** The effective date of this Agreement (“**Effective Date**”) shall be the date upon which it is fully executed by the Parties hereto.

/SIGNATURES ON FOLLOWING PAGES/

OWNER AND DEVELOPER/CITYGATE CENTRE VENTURES II LLC:

[Signature]

JOE SEGOBIANO
[Printed name]

AUTHORIZED REPRESENTATIVE
[Title]

State of Illinois)
) ss
County of DuPage)

The foregoing instrument was acknowledged before me by JOE SEGOBIANO
this 11th day of AUGUST 2026.

[Signature]
Notary Public

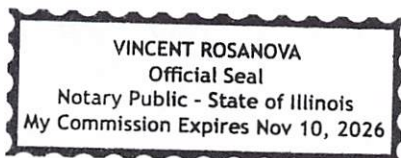
Vincent M. Rosanova
Print Name

Given under my hand and official seal this 11th day of AUGUST, 2026.

-Seal-

[Signature]
Notary Public

My Commission Expires: 11-10-2027



CALAMOS PROPERTY HOLDINGS LLC



[Signature]

James R. Adams

[Printed name]

SVP, CFO + TREASURER

[Title]

State of Illinois)
) ss
County of DuPage)

The foregoing instrument was acknowledged before me by JAMES R. Adams
this 11th day of August 2026.



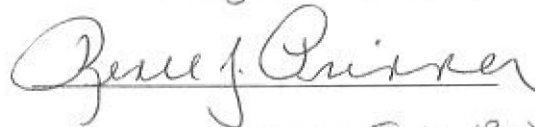
Notary Public

Renee J Prinner

Print Name

Given under my hand and official seal this 11th day of August, 2026.





My Commission Expires: July 13, 2027

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST:

By: _____
Dawn C. Portner
City Clerk

State of Illinois)
)SS
County of DuPage)

The foregoing instrument was acknowledged before me by Douglas A. Krieger, City Manager, and Dawn C. Portner, City Clerk this ____ day of _____, 2026.

Notary Public

Print Name

Seal-Notary Public

My Commission Expires: _____