

State of Illinois)
) SS
County of DuPage)

Prepared by and return to:
Vincent M. Rosanova
Rosanova & Whitaker Ltd.
127 Aurora Avenue
Naperville, Illinois 60540

COMPLIANCE COVENANT TO THE CITY OF NAPERVILLE

CAHST Naperville, LLC, a Delaware limited liability Company (“OWNER”) as fee simple owner of the real property known as the Naperville Ogden Aurora Subdivision located in the City of Naperville, County of DuPage, State of Illinois legally described on Exhibit A attached hereto (hereinafter “SUBJECT PROPERTY”) hereby makes the following declarations and specifies that such declarations shall constitute covenants to run with the SUBJECT PROPERTY, as provided by law, and shall be binding on all parties and their successors, and all persons claiming under them, and for the benefit of the City of Naperville, an Illinois Municipal Corporation (“CITY”).

OWNER is currently the sole owner of the SUBJECT PROPERTY and has requested subdivision of the SUBJECT PROPERTY from one lot into three lots. OWNER acknowledges that the SUBJECT PROPERTY is subject to the following existing agreements which both benefit and burden the SUBJECT PROPERTY, run with the land and bind all successor owners of the SUBJECT PROPERTY;

- Stormwater Detention Facility Covenant Dated September 8, 2011 Recorded as Document No. R2012-073215 on June 8, 2012.
- Standard Market Stormwater Detention Facility Easements Dated March 17, 2014 Recorded as Document No. R2014-025203 on March 28, 2014.
- Sign Encroachment License Agreement Dated September 18, 2013 Dated September 18, 2013 Recorded as Document No. R2013-145578 on October 18, 2013.

The above referenced agreements are herein collectively referred to as “Existing Agreements”. OWNER hereby agrees that as the OWNER of the SUBJECT PROPERTY it is

responsible for the full and timely performance of all obligations placed upon the SUBJECT PROPERTY as stated in the Existing Agreements. Should any portion of the SUBJECT PROPERTY be conveyed the said successor owner(s) shall be responsible for the full and timely performance of the obligations specified in the Existing Agreements. Additionally, should the SUBJECT PROPERTY be conveyed to multiple successor owners, each successor owner of any portion of the SUBJECT PROPERTY shall be jointly and severally responsible for the full and timely performance of the obligations specified in the stormwater detention facility covenant and standard market stormwater detention facility easements and the owner of lot 3 shall be solely responsible for the full and timely performance of the obligation specified in sign encroachment license agreement.

In furtherance of this Compliance Covenant, the OWNER agrees that prior to any partial transfer of ownership of any portion of the SUBJECT PROPERTY, OWNER shall record a Declaration of Easements and Use Restrictions ("Future Declaration") against the SUBJECT PROPERTY binding all future owners to perform the obligations of the SUBJECT PROPERTY owner as specified in the Existing Agreements and this Compliance Covenant. The Future Declaration will specifically reference this Compliance Covenant and specify each respective owner's obligations pursuant to the Existing Agreement. In insuring compliance with the terms of the Existing Agreements and this Compliance Covenant the CITY's point of contact will be the title holder of Lot 3 of the SUBJECT PROPERTY. All correspondences, payment requests and/or demands shall be sent to the Lot 3 owner at its registered address.

This Compliance Covenant is to run with the land and shall be binding on all parties and their successors and all persons claiming under them for the duration that any of the Existing Agreements remain in effect.

Enforcement shall be by proceedings at law or in equity against any person violating or threatening to violate this Compliance Covenant either to restrain violation or to recover damages. Enforcement may be undertaken by the City of Naperville or any owners of the SUBJECT PROPERTY in the chain of title affected by any violation or threat to violate this Compliance Covenant.

In Witness Whereof, CAHST Naperville, LLC, a Delaware limited liability Company as the fee owner, have caused these presents to be signed and acknowledged this _____ day of _____, 2022.

OWNER:
CAHST NAPERVILE, LLC
A Delaware Limited Liability Company

[Signature]

[Printed name]

[Title]

State of Illinois)

) ss

County of DuPage)

The foregoing instrument was acknowledged before me by _____ this ____
_____ day of _____ 2022.

Notary Public

Print Name

Given under my hand and official seal this ____ day of _____, 2022.

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION AND PLAT OF SUBDIVISION

EXHIBIT C