

PROPERTY ADDRESS:
540 Frontenac Court
Naperville, IL 60563

P.I.N.
07-17-204-008 [partial]

RETURN TO:
City of Naperville
City Clerk's Office
400 South Eagle Street
Naperville, IL 60540

OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT
FOR THE NAPERVILLE I.P.T SUBDIVISION

This Owner's Acknowledgement and Acceptance Agreement for the Naperville I.P.T. Subdivision ("**Agreement**") is entered into by and between the City of Naperville, a home rule unit of local government under the Constitution and laws of the State of Illinois (hereinafter referred to as the "**City**"), with an address of 400 South Eagle Street, Naperville, Illinois 60540, and IPT Naperville DC LLC, a Delaware Limited Liability Company registered to do business in the State of Illinois, (hereinafter referred to as the "**Developer**"), with an address of Two Mid America Plaza, Suite 620, Oakbrook Terrace, Illinois 60181.

RECITALS

A. This Agreement pertains to certain real property within the corporate limits of the City of Naperville with a common address of 540 Frontenac Court located south of North Aurora Road, north of the Burlington Northern & Santa Fe Railroad, east of the Canadian National Railway and approximately two hundred and fifty feet (250') west of Frontenac Court, legally described on **Exhibit A** and depicted on **Exhibit B** attached hereto and made part hereof (hereinafter "**Subject Property**").

B. By recordation of a Preliminary/Final Plat of Subdivision plat titled "Naperville I.P.T. Subdivision" for the Subject Property (hereinafter referred to as the "**Subdivision Plat**") pursuant to the administrative plat procedures of Section 7-2-5 of Title 7 of the Naperville Municipal Code, the Subject Property was subdivided from one lot into two lots as depicted on **Exhibit B** attached hereto and made part hereof. Ownership of the subdivided lots are as follows:

- Lot 1 – 540 Frontenac Court (357,192 square feet) owned by the Developer ("**Developer Parcel**")
- Lot 2 – 535 Frontenac Court (584,672 square feet) owned by the City ("**City Parcel**")

C. 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. **Fees Due Prior to Recordation of the Subdivision Plat.** The Developer shall pay all fees associated with the Developer Parcel set forth herein and as otherwise provided for in the Naperville Municipal Code upon recordation of the Subdivision Plat and the City's conveyance of the Developer Parcel. Said fees shall not be paid under protest or otherwise objected to. Developer shall fulfill all other conditions set forth or referenced herein in addition to the provisions of the Naperville Municipal Code, as amended from time to time, the Statement of General Conditions attached hereto as **Exhibit C** and made part hereof, and the ordinance passed by the Naperville City Council approving this Agreement for the Subject Property.

2.1 Cash Contribution In lieu of Actual Land Dedication

2.1.1 School Donation: None

2.1.2 Park Donation: None

2.2 Engineering Review Fee: \$2,831.00 (based on 149 off-street parking stalls). This fee has been paid.

2.3 Utility Rebate, Special Connection Fees, Recapture Fees, Special Assessment Amounts, Special Service Area Taxes: None

3. **Financial Surety.** Developer shall be responsible for providing financial surety in a form and from an entity acceptable to the City Attorney and maintained in the amount of \$875,912.27 (110% of the approved engineer's cost estimate) which guarantees the completion of public improvements and soil erosion and sedimentation control for the Developer Parcel (hereinafter "Public Improvements"). Financial surety shall be received and approved prior to issuance of a site development permit. Notwithstanding provision of said surety, until the Public Improvements have been accepted by the City, the Developer shall remain obligated for completion of said Public Improvements and/or (at the City's sole discretion) to pay any costs for said Public Improvements to the extent that the surety is not sufficient to pay for the costs of the Public Improvements, or in the event of any denial, or partial denial of coverage by the surety, or failure of the surety to timely respond to a demand for payment. Upon acceptance of the Public Improvements by the City, and prior to release of the surety described above, the Developer shall provide the City with a maintenance bond for the Public Improvements in conformity with the Naperville Municipal Code then in effect.

As to any surety, or maintenance surety, provided by the Developer to the City hereunder, the Developer agrees that: (a) at no time shall the City be liable for attorneys' fees with respect thereto; (b) Developer shall be liable to pay the City's reasonable attorneys' fees and costs (in-house or outside counsel) in enforcement thereof; and (c) 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.

4. **Frontenac Court Road Improvements.**

4.1 In order to provide ingress and egress for the City Parcel to Frontenac Court, the Developer shall be responsible for the installation of the north-south Frontenac Court roadway extension easement area in the southeast corner of the Developer Parcel (the "North-South Frontenac Court Roadway Extension") as set forth in the final engineering plans approved by the City Engineer. Said North-South Frontenac Court Roadway Extension shall be installed and approved by the City Engineer prior to issuance of an occupancy permit for the Developer Parcel.

4.2 In order to provide access to the Developer Parcel from Frontenac Court, the City shall be responsible for the installation of the east-west Frontenac Court roadway extension ("East-West Frontenac Court Roadway Extension") as set forth in final engineering plans ("East-West Frontenac Court Roadway Extension Plans") approved by the City Engineer. Said East-West Frontenac Court Roadway Extension shall be **Substantially Complete**¹ on or before July 31, 2018, or by such other date as is mutually agreed upon in writing by the Developer and the City Engineer.

4.2.1 If, as of June 29, 2018, the Developer reasonably believes that the City will not Substantially Complete the East-West Frontenac Court Roadway Extension on or before July 31, 2018 (inclusive of all force majeure events), the Developer may demand that the City provide Developer with reasonable assurances that the City will Substantially Complete the East-West Frontenac Court Roadway Extension as and when required by this Agreement. Such assurances shall include a recovery plan which shall set forth a plan to ensure timely completion of the East-West Frontenac Court Roadway Extension and shall specify the methods to ensure timely Substantial Completion thereof, which may include but are not limited to: increasing manpower, working overtime, weekend work, and/or employing multiple shifts. If the Developer approves the recovery plan, the City shall diligently pursue and implement said recovery plan.

4.2.2 If the City does not or is unable to, in Developer's reasonable discretion, deliver assurances of timely completion of the East-West Frontenac Court

¹ For the purposes of this Agreement, the term "**Substantially Complete**" (including all variations thereof) shall mean that the East-West Frontenac Court Roadway Extension is in a condition of readiness for industrial truck and vehicular traffic of the Developer and others who may have need to access the Developer Parcel or the City Parcel; provided, however, the City shall install the final pavement surface course no later than the applicable date set forth in Section 4.2.6.

Roadway Extension or a reasonable Developer-approved recovery plan within ten (10) days of receipt of the demand letter described in Section 4.2.1 above, then Developer shall be permitted to exercise self-help rights by delivering a notice of such intent to the City (a “**Self-Help Notice**”) to take any and all actions reasonably necessary to complete the East-West Frontenac Court Roadway Extension (“**Self-Help Rights**”). If Developer exercises its Self-Help Rights pursuant to this Agreement, the City shall be deemed, without further action by the City, to have granted Developer, its contractors, subcontractors, and consultants a temporary right of access to stage equipment and materials over, on and across the City’s properties as reasonably necessary to achieve Substantial Completion of the East-West Frontenac Court Roadway Extension in accordance with the East-West Frontenac Court Roadway Extension Plans.

- 4.2.3 Following Developer’s delivery of the Self-Help Notice, the City shall cooperate with Developer’s completion of the East-West Frontenac Court Roadway Extension, including but not limited to: (a) granting on an expedited basis (subject to compliance with Naperville Municipal Code requirements), all necessary permits, licenses and approvals needed to complete the East-West Frontenac Court Roadway Extension; (b) assigning for the benefit of Developer or granting licenses to Developer all East-West Frontenac Court Roadway Extension Plans and documentation needed to complete the East-West Frontenac Court Roadway Extension; (c) providing for prompt removal of all equipment, materials and other items that may hinder or impede Developer’s completion of the East-West Frontenac Court Roadway Extension; (d) coordinating an efficient transition between the City and Developer of all matters relating to the construction of the East-West Frontenac Court Roadway Extension; and (e) conducting inspections of the various stages of the East-West Frontenac Court Roadway Extension, as and when required by City ordinances, on an expedited basis.
- 4.2.4 Prior to undertaking Self-Help Rights described above, the Developer shall submit proposed costs to complete the East-West Frontenac Court Roadway Extension in compliance with the East-West Frontenac Court Roadway Extension Plans to the City Engineer for approval, which approval shall not be unreasonably withheld (“**Estimated Self-Help Amount**”). The City Engineer shall issue its approval or provide reasonably detailed reasons for disapproval within seven (7) calendar days of receipt of the Estimated Self Help Amount. The City Engineer’s failure to respond within such seven (7) day period shall result in the Estimated Self-Help Amount being deemed approved. If disapproved, Developer may resubmit revised estimates based on the City Engineer’s comments, and the City Engineer shall promptly consider such revised amounts for approval. The Developer shall notify the City Engineer of any increases to the Estimated Self-Help Amount prior to committing to payment of additional funds. If approved by the City Engineer, which approval shall not be unreasonably withheld, said

increases shall be included in the final as-built Self-Help costs (“**As-Built Self-Help Amount**”).

4.2.5 Upon completion of the East-West Frontenac Court Roadway Extension, the Developer shall provide the City Engineer with invoices and evidence of payment of the reasonable costs and expenses incurred in connection with Substantial Completion of the East-West Frontenac Court Roadway Extension as provided herein. The City shall pay the As-Built Self-Help Amount approved by the City Engineer no later than ninety (90) days after final completion of the East-West Frontenac Court Roadway Extension and receipt of invoices and evidence of payment related thereto. The Estimated Self-Help Amount and the As-Built Self-Help Amount shall not include design, engineering or attorneys’ costs or fees unless specifically authorized by the City Engineer. A construction management fee of ten percent (10%) may be added to the Self-Help As-Built Amount.

4.2.6 Notwithstanding Developer’s exercise of its Self-Help Rights, if at all, the final surface course of the East-West Frontenac Court Roadway Extension shall be installed, subject to force majeure events, by City, at the City’s cost and expense, within thirty (30) days of receipt of notice from Developer that developer has commenced installation of the final asphalt surface course on the Developer Parcel. Notwithstanding the provisions of Section 11, such notice may be delivered to the City via electronic mail to the following address: novackw@naperville.il.us. In no event, however, shall the final surface course be installed and the East-West Frontenac Court Roadway Extension complete, after May 30, 2019 unless the notice referenced above has not been given .

5. **Sidewalk Contribution In lieu of Actual Installation.** The Developer shall be responsible for payment of a sidewalk fee-in-lieu payment of \$18,346.77 for the future installation of sidewalk along the North Aurora Road frontage of the Developer Parcel (based on 470.43 linear feet of frontage of Lot 1 at \$39.00/linear foot of frontage). Developer shall deposit this fee into escrow and such amount shall be disbursed to the City upon recordation of the Subdivision Plat.

6. **Off-Site Stormwater Detention.** By virtue of a Stormwater Detention Facility Covenant recorded with the DuPage County Recorder as R2011-06100, stormwater management for the Subject Property (the Developer Parcel and the City Parcel) is provided off-site for the Subject Property on Outlot A of the Naperville Center South Subdivision recorded with the DuPage County Recorder as R2013-024391.

7. **Easement Grants.** By separate instrument to be recorded with the DuPage County Recorder, certain easements shall be granted by the City and the Developer as generally described below:

- i. A non-exclusive perpetual easement granted by the City to the Developer for stormwater discharge facilities to be located on the City Parcel.

- ii. A non-exclusive perpetual easement granted by Developer to the City for pump station access and a public utility easement on Developer's Parcel.
- iii. A non-exclusive perpetual easement granted by Developer on the Developer's Parcel for access to the City's Parcel.

8. **Binding Effect.** The City and Developer acknowledge and agree that the terms contained herein shall be binding upon and inure to the benefit of the City and the Developer and their respective successors, assigns, and any subsidiary, affiliate or parent of the Developer.

9. **General Provisions.**

9.1 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.

9.2 Amendment. The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.

9.3 Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

9.4 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.

9.5 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.

9.6 Recordation. This Agreement will be recorded with the office of the DuPage County Recorder.

9.7 Term. This Agreement shall be effective as of the date set forth on the City's signature page and shall terminate, without further action by either party, three (3) years after issuance of the final certificate of occupancy for the improvements on the Developer Parcel.

9.8 Authority to Modify Timeframes. Any provision herein which sets forth a timeframe for completion of any obligation may be revised upon written agreement of the City Engineer and the Developer.

10. **Authority to Execute.** The undersigned warrant and represent that they are authorized to execute this Agreement. Prior to Developer's acquisition of the Developer Parcel: (a) the City shall provide the Developer with a certified copy of the ordinance passed by the

Naperville City Council approving this Agreement; and (b) the Developer shall provide the City with a notarized copy of the resolution or minutes approving execution of this Agreement by IPT Naperville DC LLC.

11. **Notice.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, overnight courier or personal service, to the following addresses (except with respect to the notice required to Section 4.2.6 which may be delivered in the manner and to the person identified in such section):

IF TO THE CITY:

City Manager
City of Naperville
400 South Eagle Street
Naperville, Illinois 60560

IF TO THE DEVELOPER:

IPT Naperville DC LLC
c/o Black Creek Group
518 17th Street, Suite 1700
Denver, Colorado 80202
Attn: General Counsel

Pursuant to the provisions of this paragraph, any Party may, at any time, change its address for the above purpose, by mailing at least ten days before the effective date thereof, a notice stating the change and setting forth the new address.

/SIGNATURES ON FOLLOWING PAGES/

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

DEVELOPER/ IPT Naperville DC LLC

- By: BTC II Line Holdco LLC, a Delaware limited liability company, its sole member
- By: BTC II Holdco LLC, a Delaware limited liability company, its sole member
- By: Build-To-Core Industrial Partnership II LP, a Delaware limited partnership, its manager
- By: IPT BTC II GP LLC, a Delaware limited liability company, its general partner
- By: IPT Real Estate Holdco LLC, a Delaware limited liability company, its sole member
- By: Industrial Property Operating Partnership LP, a Delaware limited partnership, its sole member
- By: Industrial Property Trust Inc., a Maryland corporation, its general partner

By: _____

Name: _____

Title: _____

DATE: _____

The foregoing instrument was acknowledged before me by _____, this _____ day of _____, 2018.

Notary Public

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

Attest

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

DATE: _____

The foregoing instrument was acknowledged before me by _____, this _____
day of _____, 2018.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

DEVELOPER PARCEL

LOT 1 IN NAPERVILLE I.P.T. SUBDIVISION, THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, DATED JUNE ____, 2018 AND RECORDED AS DOCUMENT NO. _____.

P.I.N. 07-17-204-008 (Partial)

Property Address: 540 Frontenac Court, Naperville, Illinois 60563

CITY PARCEL

LOT 2 IN NAPERVILLE I.P.T. SUBDIVISION, THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, DATED JUNE ____, 2018 AND RECORDED AS DOCUMENT NO. _____.

P.I.N. 07-17-204-008 (Partial)

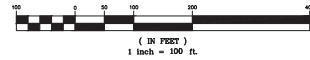
Property Address: 535 Frontenac Court, Naperville, Illinois 60563

PRELIMINARY/FINAL PLAT OF SUBDIVISION NAPERVILLE IPT SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 9 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 07-17-204-008

GRAPHIC SCALE



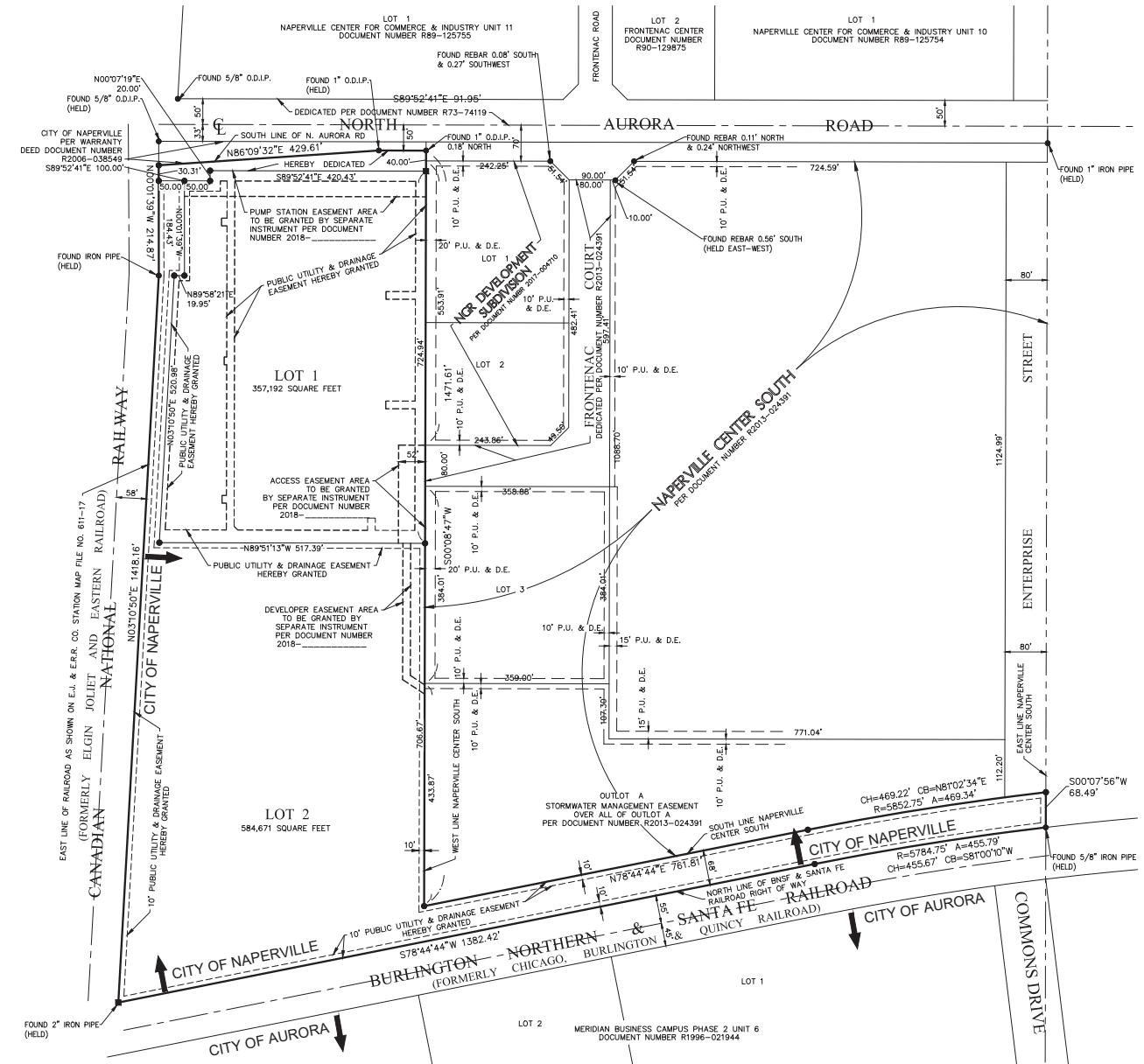
BASIS OF BEARING
THE BEARINGS SHOWN HEREON ARE
BASED ON THE ILLINOIS STATE PLANE
COORDINATE SYSTEM -1201 EAST ZONE

THIS PLAT HAS BEEN SUBMITTED
FOR RECORDING BY:
BLACK CREEK GROUP
TWO MID AMERICA PLAZA, SUITE 620
OAK BROOK TERRACE, IL 60181

AFTER RECORDING
RETURN PLAT TO:
NAPERVILLE CITY CLERK
400 S. EAGLE STREET
NAPERVILLE, IL 60540



VICINITY MAP
NO SCALE



- LEGEND**
- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
 - SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
 - + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

- LINE LEGEND**
- SUBDIVISION BOUNDARY LINE
 - ADJACENT LAND PARCEL LINE
 - LOT LINE
 - EASEMENT LINE
 - CENTERLINE
 - BUILDING SETBACK LINE
 - SECTION LINE
 - EASEMENT LINE (TO BE GRANTED BY SEPARATE INSTRUMENT)

- ABBREVIATIONS**
- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
 - (R) = RECORD BEARING OR DISTANCE
 - (M) = MEASURED BEARING OR DISTANCE
 - (C) = CALCULATED BEARING OR DISTANCE
 - (V) = VEED BEARING OR DISTANCE
 - B.S.L. = BUILDING SETBACK LINE
 - U.E. = UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - P.U. = PUBLIC UTILITY EASEMENT
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

TOTAL EASEMENT AREA HEREBY GRANTED
122,785 SQUARE FEET

AREA SUMMARY
GROSS 958,321 SQUARE FEET OR 22.000 ACRES
(TO HEAVY LINES)
(BASED ON MEASURED VALUES)
LOT 1 357,192 SQUARE FEET
LOT 2 584,671 SQUARE FEET
R.O.W. DEDICATION 16,458 SQUARE FEET OR 0.378 ACRES
NET AREA 941,863 SQUARE FEET OR 21.622 ACRES

CITY PROJECT NUMBER: 18-1000025
J:\SPDATA\2017 PROJ\ECTS\17.0387\17.0387-01 PLAT\17.0387-01SUBPLAT.DWG

COMPASS SURVEYING LTD.
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 825-9100 FAX: (630) 825-7000 EMAIL: ADMIN@CLSURVEYING.COM

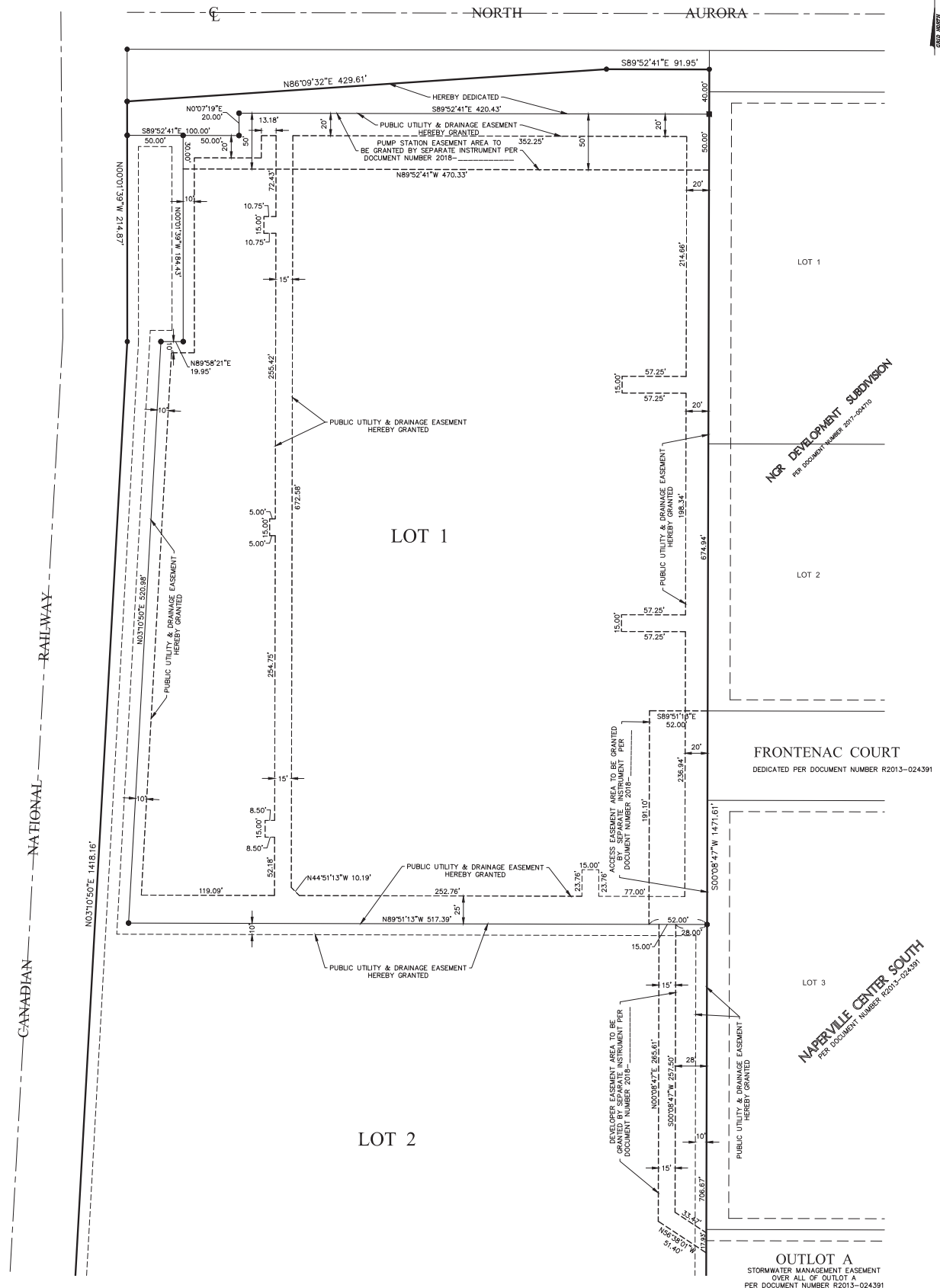
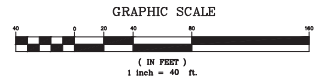
Kimley-Horn
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
1001 WARENEBORN ROAD, SUITE 350,
WILK, IL 60532
PHONE: 630-487-5550
WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE	BY
1.	REVISE PER CLIENT	4-6-18	BT
2.	REVISE PER CITY COMMENTS	4-27-18	BT
3.	REVISE PER CLIENT COMMENTS	5-9-18	WRA
4.	REVISE PER CITY COMMENTS DATED 5-18-18	5-17-18	MRL
5.	REVISE PER CITY COMMENTS DATED 5-18-18	5-18-18	WRA
6.	REVISE EASEMENT PER LETTER DATED 5-25-18	5-25-18	WRA

DATE	PC	DRAWN BY	CHECKED BY	SK	BOOK	PG
3-21-18						

PRELIMINARY/FINAL PLAT OF SUBDIVISION NAPERVILLE IPT SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 9 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.



RAILWAY
NATIONAL
CANADIAN

FRONTENAC COURT
DEDICATED PER DOCUMENT NUMBER R2013-024391

NGR DEVELOPMENT SUBDIVISION
PER DOCUMENT NUMBER 2017-200710

NAPERVILLE CENTER SOUTH
PER DOCUMENT NUMBER R2013-024399

OUTLOT A
STORMWATER MANAGEMENT EASEMENT
OVER ALL OF OUTLOT A
PER DOCUMENT NUMBER R2013-024391

COMPASS SURVEYING LTD.
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 828-9100 FAX: (630) 828-7000 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT: NAPERVILLE IPT SUBDIVISION
CLIENT: **Kimley-Horn**
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
1001 NAPERVILLE ROAD, SUITE 300,
LISLE, IL 60532
PHONE: 630-487-5500
WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE	BY
1.	REVISE PER CLIENT	4-6-18	BT
2.	REVISE PER CITY COMMENTS	4-23-18	BT
3.	REVISE PER CLIENT COMMENTS	5-9-18	MRA
4.	REVISE PER CITY COMMENTS DATED 5-15-18	5-17-18	MRA
5.	REVISE PER CITY COMMENTS DATED 5-18-18	5-18-18	MRA
6.	REVISE EASEMENT PER LETTER DATED 5-25-18	5-25-18	MRA

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2 OF 3
SCALE: 1" = 40'

EXHIBIT B

STATEMENT OF GENERAL CONDITIONS

The following information represents general requirements to be fulfilled by the Developer through the development of the Developer's Parcel as approved by City Council. This list is not intended to be comprehensive and does not preclude all other requirements as set forth in the Naperville Municipal Code. These requirements are in addition to those listed in the Developer's Acknowledgement and Acceptance Agreement for the Naperville I.P.T. Subdivision ("Agreement").

Public Improvements: Unless otherwise noted in the Agreement, the Developer will construct all public improvements shown on the final engineering Plans at its sole cost.

Building Permits: No building permits shall be issued for a particular lot or parcel within the Developer Parcel until the Transportation, Engineering, and Development Business Group, the Public Utilities Department, and the Fire Department have determined that sufficient improvements have been installed and are functioning to protect the health, safety, and welfare of the public.

Infrastructure Availability Charges and User Fees: Any person or entity requesting connection and service to the City's water or sanitary system 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 Developer's Parcel for which connection and service is requested.

Facility Installation Charges and User Fees: Any person or entity requesting connection and service to the City of Naperville electric system 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 Developer's Parcel for which connection and service is requested.