

RESOLUTION NO. 18 -

**A RESOLUTION ACCEPTING LAND CASH PROPERTY KNOWN AS
OUTLOT E IN ATWATER SUBDIVISION PHASE 1A AND
AUTHORIZING CONVEYANCE OF SAID PROPERTY TO
THE NAPERVILLE PARK DISTRICT**

WHEREAS, Section 7-3-5 of the Naperville Municipal Code requires a subdivider or developer to dedicate land, cash, or a combination thereof, for park and school sites as a condition of final plat of subdivision, or a final plat of a planned unit development; and

WHEREAS, by the terms of the Owner's Acknowledgement and Acceptance Agreement for Atwater Subdivision Phase 1/Phase 1A passed by Ordinance 16-010 and recorded with the DuPage County Recorder as R2016-040507, the Pulte Home Corporation, developer of Atwater Subdivision Phase I /Phase IA (now Pulte Home Company, LLC, a Michigan limited liability company, successor by legal conversion to Pulte Home Corporation) (hereinafter "Developer"), was required to donate Outlot I in Atwater Subdivision Phase 1 as well as Outlot E in Atwater Subdivision Phase IA. Outlot I was accepted by the City and conveyed to the Park District in _of 2017. At this time, the Outlot E parcel in Atwater Subdivision Phase IA (hereinafter "Subject Property"), described below, is being accepted from the Developer and conveyed to the Naperville Park District:

Outlot E in the Atwater Subdivision Phase IA being a part of the South Half of Section 9 and the North half of Section 16, Township 38 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois. As recorded on the Final Plat of Subdivision for Atwater Subdivision Phase IA by the DuPage County Recorder R2016-040515

Permanent Real Estate Index Number: 07-09-305-023

Common address of Property: 736 Genesee Drive, Naperville, IL 60563

WHEREAS, the City and the Park District are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/ 1 (c) (hereinafter the "Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act authorizes the conveyance of real property from one municipality to another municipality upon a two-thirds (2/3rds) vote of the corporate authorities of the transferor municipality then holding office (the City); and

WHEREAS, as a condition precedent to a conveyance under the Transfer Act, the transferee municipality (the Park District) must first declare by ordinance "that it is necessary or convenient for it to use, occupy or improve" the real estate held by the transferor municipality (the City); and

WHEREAS, in accordance with the requirements of Section 2 of the Transfer Act, the Park District has declared, by passage of Ordinance No. 944, that it is necessary or convenient for it to use, occupy or improve the Subject Property, a copy of which Ordinance is attached hereto and made part hereof as Exhibit A; and

WHEREAS, the City's acceptance and transfer of the Subject Property as described herein is also taken by the City pursuant to its authority as a home rule unit of local government under the Constitution and statutes of the State of Illinois.

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

SECTION 1: The above Recitals are hereby incorporated herein as if fully set forth in their entirety in this Section 1.

SECTION 2: The City hereby accepts conveyance of the Subject Property from the Developer by acceptance of the Warranty Deed attached hereto and made part hereof as Exhibit B.

SECTION 3: The City hereby approves conveyance of the Subject Property from the City to the Naperville Park District, and the City Manager and City Clerk are hereby authorized and directed to execute the Special Warranty Deed conveying the Subject Property to the Park District which is attached hereto and made part hereof as Exhibit C.

SECTION 4: The City Manager, City Clerk, and City Attorney, or their designees, are directed to execute any other necessary documents to effectuate the acceptance and transfer of the Subject Property as described herein.

SECTION 5: The City Clerk is directed to record the deeds described in Sections 2 and 3 above with the DuPage County Recorder.

SECTION 6: If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision, shall not affect any of the remaining provisions of this Ordinance or any other City ordinance, resolution, or provision of the Naperville Municipal Code.

SECTION 7: This Resolution shall be in full force and effect upon its passage and approval.

PASSED this _____ day of _____

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ .2018

Steve Chirico
Mayor

ATTEST:

Pam Gallahue, Ph.D.
City Clerk

EXHIBIT A

ORDINANCE NO. 944

DECLARING NECESSITY OF USE AND AUTHORIZING THE TRANSFER OF PROPERTIES FOR THE BENEFIT OF THE NAPERVILLE PARK DISTRICT

WHEREAS, the City of Naperville (“City”) is a constitutional unit of local government that owns certain property commonly known as Outlot E (future addition to existing Country Lakes Park); and

WHEREAS, the Naperville Park District (“District”) is an Illinois Park District and unit of local government that owns various properties throughout City of Naperville that it uses for various park and recreation purposes; and

WHEREAS, the City has previously approved that real estate development commonly known as the Atwater Subdivision (“Atwater”); and

WHEREAS, as part of the development of Atwater, the City, pursuant to the City’s Code of Ordinances, required that the developer dedicate certain land within the subdivision for park and recreation purposes and convey title to the same to the City in anticipation of conveyance by the City to the District; and

WHEREAS, in furtherance of its obligations to the City, the developer has transferred to the City the fee simple title to that parcel of land commonly known as Outlot E, south of Bayou Path Court, Naperville, Illinois, 60563 and legally described as follows:

OUTLOT E IN ATWATER SUBDIVISION PHASE 1A, BEING A PART OF THE SOUTH HALF SECTION OF 9 AND THE NORTH HALF OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER R2016-040515, IN DUPAGE COUNTY, ILLINOIS.

Permanent Real Estate Index Number of Real Estate: 07-09-305-023 (“Outlot E”); and

WHEREAS, the City and the District are municipalities as defined in Section 1 (c) of “An Act in Relation To The Transfer Of Interests In Real Estate By Units Of Local Governments Or School Districts,” 50 ILCS 605/1(c) (hereinafter the “Transfer Act”); and

WHEREAS, Section 2 of the Transfer Act authorizes the conveyance of real property from one municipality to another municipality upon a two-thirds vote of the corporate authorities of the transferor municipality (in this case, the City); and

WHEREAS, as a condition precedent to a conveyance under Section 2 of the Transfer Act, the transferee municipality (in this case, the District) must first declare by ordinance “that it is necessary or convenient for it to use, occupy or improve” the real estate held by the transferor municipality; and

WHEREAS, in accordance with the requirements of Section 2 of the Transfer Act, the District, as transferee municipality, hereby declares that it is necessary or convenient for the District to use, occupy, or improve Outlot E.


NOW, THEREFORE, BE IT ORDAINED BY THE NAPERVILLE PARK DISTRICT BOARD OF PARK COMMISSIONERS, DUPAGE AND WILL COUNTIES, ILLINOIS, as follows:

1. Incorporation of Recitals. All recitals set forth in the preamble above are hereby fully incorporated in this resolution as if set forth in their entirety in this Section 1.
2. Declaration of Necessity or Convenience. The District hereby declares that it is necessary or convenient for the District to use, occupy or improve Outlot E.
3. Approval of Documents. The President and Board Secretary of the Naperville Park District are hereby authorized and directed to execute such documents as necessary to accomplish the transfer of title to Outlot E to the District.
4. Effective Date. This Ordinance shall take full effect immediately upon its passage. All previous ordinances, resolutions, motions, and orders of the Naperville Park District Board of Park Commissioners in conflict herewith are hereby repealed to the extent of such conflict.
5. Severability. If any portion of this Ordinance shall be determined to be invalid by a court of competent jurisdiction in the State of Illinois, the remaining portions of this Ordinance shall remain full force and affect.

PASSES this 25th day of October, 2018.


AYES: 6
NAYS: 0
ABSENT: 1

APPROVED this 25th day of October, 2018.



President

ATTEST:



Secretary



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

As secretary to the Board of Park Commissioners, Naperville Park District, in DuPage and Will Counties, Illinois, and keeper of the records and files thereof, I do hereby certify the foregoing to be a true and correct copy of Ordinance No. 944, Declaring Necessity of Use and Authorizing the Transfer of Properties for the Benefit of the Naperville Park District, adopted by the Board of Park Commissioners at their Regular Meeting held in Naperville, Illinois on the 25th day of October, 2018, with 6 in favor and 0 opposed, and 0 abstentions, and 1 absent.

All of which appears from the records and the proceedings of said Board of Park Commissioners now in my office remaining. Given under my hand and official seal in Naperville, Illinois, this 25th day of October, 2018.

(SEAL)



By: _____
Secretary
Naperville Board of Park Commissioners
Naperville Park District
DuPage and Will Counties
320 West Jackson Avenue
Naperville, Illinois 60540

EXHIBIT B

GRANTOR:

Pulte Home Company, LLC
1900 E. Golf Road
Suite 300
Schaumburg, IL 60173

PROPERTY ADDRESS:

736 Genesee Drive
Naperville, IL 60563
Naperville Township
DuPage County

P.I.N.: 07-09-305-023

Return to:

City of Naperville/City Clerk
400 South Eagle Street
Naperville, Illinois 60540

Above space reserved for County Recorder

WARRANTY DEED

THE GRANTOR, Pulte Home Company, LLC, 1900 E. Golf Road, Suite 300, Schaumburg, IL 60173, created and existing under and by virtue of the laws of the State of and registered with the Illinois Secretary of State to conduct business in the State of Illinois, with offices located at 1900 E. Golf Road, Suite 300, Schaumburg, IL 60173 (“Grantor”) for and in consideration of ten dollars (\$10) and other good and valuable consideration paid, does hereby **CONVEY AND WARRANT** to the City of Naperville, an Illinois Municipal Corporation and home rule unit of local government, with its principal offices at 400 South Eagle Street, Naperville, Illinois 60540 (“Grantee”), the following described real estate, including any improvements that may be constructed thereon, situated in the County of DuPage, in the State of Illinois, to wit:

Outlot E in the Atwater Subdivision Phase 1A being a part of the South Half of Section 9 and the North half of Section 16, Township 38 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois. As recorded on the Final Plat of Subdivision for Atwater Subdivision Phase 1A by the DuPage County Recorder R2016-040515

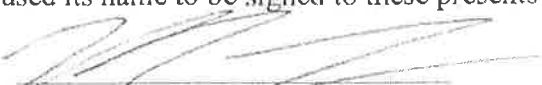
SUBJECT TO: Building restrictions of record and building lines; conditions and covenants of record as to use and occupancy; zoning laws and ordinances and other ordinances of record; easements, including but not limited to easements for public utilities and public roads, and general real estate taxes accruing after the date of acceptance of this deed by the Naperville City Council

GRANTOR shall be responsible for real estate taxes accruing to the date of acceptance of this deed by the Naperville City Council.

GRANTOR WARRANTS TO THE GRANTEE and its successors in title that they have not created or permitted to be created any lien, charge, lease or encumbrance against said real estate; and **GRANTOR** covenants that it shall defend said premises to the extent of the warranties made herein against claims of all persons.

IN WITNESS WHEREOF, GRANTOR, PULTE HOME COMPANY, LLC,
has caused its name to be signed to these presents

By:


Marc Lewison

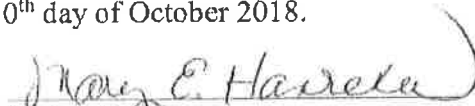
Its: Pulte Home Company, LLC - Vice President of Finance

State of Illinois)
) ss
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Marc Lewison, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my hand and official seal this 10th day of October 2018.




Notary Public

My Commission Expires: 6/20/2020

Mary Ellen Hanrahan
Print Name

This Real Estate is exempt from County – Illinois Transfer Stamps under paragraphs b and e of the Illinois Real Estate Transfer Tax Law, 35 ILCS 200/31-45.

This Warranty Deed and subsequent Tax Bills should be mailed to:

City of Naperville
Finance Department
400 S. Eagle Street
Naperville, Illinois 60540

This instrument was prepared by JoAnne M. Bowers at 1900 E. Golf Road, Suite 300, Schaumburg, IL 60173.

EXHIBIT C

SPECIAL WARRANTY DEED

Statutory (Illinois)

(Corporation to Corporation)

County: DuPage

Township: Naperville

P.I.N.: 07-09-305-023

PROPERTY ADDRESS:

736 Genesee Drive
Naperville, IL 60563
Naperville Township
DuPage County

Above space reserved for County Recorder

SPECIAL WARRANTY DEED

THE GRANTOR, CITY OF NAPERVILLE, a home rule municipality organized and existing under and by virtue of the Constitution and laws of the State of Illinois and duly authorized to do business under the statutes of the State of Illinois, with offices located at 400 South Eagle Street, for and in consideration of ten dollars (\$10) and other valuable consideration paid, does hereby convey and warrant to the Naperville Park District, an Illinois municipal corporation with its principal offices at 320 West Jackson, Naperville, Illinois 60540, all interest in the following described real estate ("Property") situated in the County of DuPage, State of Illinois, to wit:

Outlot E in the Atwater Subdivision Phase 1A being a part of the South Half of Section 9 and the North half of Section 16, Township 38 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois. As recorded on the Final Plat of Subdivision for Atwater Subdivision Phase 1A by the DuPage County Recorder R2016-040515

Permanent Real Estate Index Number: 07-09-305-023

Common address of Property: 736 Genesee Drive, Naperville, IL 60563

Together with all and singular the hereditaments and appurtenances thereunto belonging,

SUBJECT ONLY TO: Building restrictions of record and building lines; conditions and covenants of record as to use and occupancy; zoning laws and ordinances and other ordinances of record; easements of record, including but not limited to easements for public utilities and public roads, a public utility and drainage easement granted on the subdivision plat recorded as document number R2016-040514, general real estate taxes accruing after the date of acceptance of this deed by the Naperville City Council, easements reserved to the City of Naperville on the Property as set or referenced in Addendum "A" attached hereto and made part hereof, exceptions listed on Schedule B of the ALTA Commitment for Title Insurance attached as Addendum "B", and subject to any state of facts which an accurate survey of the Property would show.

The GRANTOR COVENANTS WITH GRANTEE and its successors in title that GRANTOR has not done, or suffered to be done, anything whereby the said Property hereby granted is, or may be, in any manner, encumbered or charged except as herein recited or referenced; and that GRANTOR will WARRANT AND DEFEND said Property to the extent of the warranties made herein against all persons lawfully claiming, or to claim the same, by, through or under it, subject to the exceptions set forth or referenced herein.

IN WITNESS WHEREOF, said GRANTOR, the City of Naperville, has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its City Manager and attested by its City Clerk this _____ of _____, 2018.

**GRANTOR
CITY OF NAPERVILLE**

Douglas A. Krieger
City Manager

Attest

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

State of Illinois)
)
County of DuPage)

The foregoing instrument was acknowledged before me by Douglas A. Krieger, Naperville City Manager, and Pam Gallahue, Naperville City Clerk this _____ day of _____, 2018.

Notary Public

This Real Estate is exempt from County – Illinois Transfer Stamps under paragraphs b and e of the Illinois Real Estate Transfer Tax Law, 35 ILCS 200/31-45.

This instrument was prepared by Patricia Johnson Lord, Senior Assistant City Attorney, 400 South Eagle Street, Naperville, Illinois 60540.

This Special Warranty Deed and subsequent tax bills should be mailed to:
Naperville Park District
320 West Jackson
Naperville, Illinois 60540

ADDENDUM "A"
TO DEED OF CONVEYANCE
FROM THE CITY OF NAPERVILLE TO THE
NAPERVILLE PARK DISTRICT
FOR OUTLOT I IN
ATWATER SUBDIVISION - PHASE 1

Description of Real Property ("Property"):

Legal Description: Outlot I in the Atwater Subdivision Phase 1 being a part of the South Half Section of 4 and part of Section 9, Township 38 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois.

P.I.N. #: 07-09-111-004

Common Address: 1616 Capeside Drive, Naperville, IL 60540

Topography: The City of Naperville expressly declares its intent and agreement that it will not alter or cause to be altered the topography of the Property hereby conveyed unless alterations are necessary to ensure compliance with the intent of the drainage program set forth in the approved engineering plans approved by the City, prepared by Cemcon, Ltd., dated the 28th day of August, 2015, and filed in the offices of the Transportation, Engineering, and Development department of the City and the offices of the Naperville Park District. The Naperville Park District will not way alter or cause to be altered the topography of Property without amended engineering plans first approved by the City of Naperville.

Reservation of Easements: The following permanent easements are hereby reserved to the City of Naperville ("City") and, at the City's discretion, to those public utility companies operating under franchise or authority of the City, on the above-described real property which Property is being conveyed by the City to the Naperville Park District ("Park District"):

A twenty foot permanent exclusive easement in, on, across, over, under, and through the interior twenty foot perimeter of Property for the perpetual right, privilege and authority to: survey, construct, reconstruct, repair, replace, enlarge, remove, alter, clean, inspect, maintain, renew, and operate electrical systems, water, sewer, drainage, stormwater, community antenna television (but not including cellular telephone towers or antennae), telephone and information processing systems (other than cellular telephone towers or antennae), together with manholes, catch basins, buffalo boxes, and without limitation any such other installation as may be required to furnish said public utilities ("hereafter utility installations") or franchise services to the Property or to other properties as may be deemed necessary by the City, together with the right of access across the Property by vehicle or by foot for the necessary persons and equipment to do any and all of the above work; and

A twenty foot nonexclusive easement centered upon any utility improvements on the Property installed, or being installed, as of the date of recordation of the deed to which this Addendum is attached (hereinafter "Internal Utility Easement Premises"), for the perpetual right, privilege and authority to: survey, construct, reconstruct, repair, replace, enlarge, remove, alter, clean, inspect, maintain, renew, and operate electrical systems, water, sewer, drainage, stormwater, community

antenna television (but not including cellular telephone towers or antennae), telephone and information processing systems (other than cellular telephone towers or antennae), together with manholes, catch basins, buffalo boxes, and without limitation any such other installation as may be required to furnish said public utilities (hereafter "utility installations") or franchise services to the Property or to other properties as may be deemed necessary by the City, together with the right of access across the Property by vehicle or by foot for the necessary persons and equipment to do any and all of the above work.

The easements described herein shall constitute a covenant running with the land and shall be binding upon the Naperville Park District and its agents, successors and assigns.

Additional Easement Provisions Regarding Use of the Easement Premises:

1. The City may install above ground utilities on Perimeter Easement Premises unless otherwise mutually agreed to by the City and the Park District.
2. Above ground utilities shall not be installed by the City on Internal Utility Easement Premises unless mutually agreed by the City and the Park District. Manhole lids, covers, and grates shall not be considered above ground utilities and shall be permitted to be installed by the City unless they interfere with Park District programming.
3. The City shall be granted the right to trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to the public utilities, or, without limitation, utility installations in, on, across, under or through the Perimeter Easement Premises and the Internal Utility Easement Premises.
4. No permanent buildings or trees shall be placed on the Perimeter Easement Premises or the Internal Utility Easement Premises without the express written permission of the City, but said Easement Premises may be used for gardens, shrubs, landscaping, fencing, parking (including asphalt) and other purposes that do not then or later interfere with the aforesaid uses and rights. If either the Perimeter Easement Premises or the Internal Utility Easement Premises are disturbed or damaged by the City or its agents, employees, or contractors, the City shall restore said Easement Premises to the same or better condition within a time frame agreed upon by the City and the Park District. If either the Perimeter Easement Premises or the Internal Utility Easement Premises Easement Premises are disturbed or damaged by the Park District or its agents, employees, or contractors, the Park District shall restore said Easement Premises to the same or better condition within a time frame agreed upon by the City and the Park District.

Modification by Agreement: The size, location, and uses of the easements described herein may be modified by written agreement of City and Park District staff.

Notice: The City shall provide the Park District with as much advance notice as reasonably possible of its intent to perform the work described herein in the Easement Premises-except in emergency circumstances where advance notice is impractical, and the City shall cooperate with the Park District to avoid interrupting Park District programming and use to the greatest extent that is practical for both parties.

ADDENDUM "B"

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 18NW7136366VH

SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **General Exceptions**
2. **Rights or claims of parties in possession not shown by Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
4. **Easements, or claims of easements, not shown by the Public Records.**
5. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
6. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
7. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
8. **Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.**
- A 9. **Taxes for the years 2017 and 2018.**

Taxes for the year 2018 are not yet due or payable.

Permanent Tax No.: 07-09-305-023-0000

Note: The assessed value is under \$150.00, no 2017 taxes due.
- B 10. **Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

- C 11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:
- Name of Corporation: PULTE HOME CORPORATION
- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- D 12. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- E 13. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- F 14. The land lies within the boundaries of City of Naperville Special Service Area 29 for the Atwater Conservation Easement and Multi-Purpose Trail as disclosed by the ordinance recorded as document R2016-076666, and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances.
- Note: A full payment letter must be presented in conjunction with any deed to be recorded.
- G 15. Municipal Real Estate Transfer Tax Stamps (or proof of exemption) must accompany any conveyance and certain other transfers or property located in NAPERVILLE. Please contact said municipality prior to closing for its specific requirements, which may include the payment of fees, an inspection or other approvals.
- H 16. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- I 17. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the land.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

- J 18. Easement for public utilities and drainage and the easement provisions and grantees as set forth on the plat of Atwater Subdivision Phase 1A recorded as Document Number R2016-040515.
(Affects 10 feet along the Easterly, Southerly, Westerly and Northerly (Except the Westerly 218.01feet of the Northerly line) of Outlot E)
(Affects 15 feet along the Westerly 218.01 feet of the Northerly line of Outlot E)
- K 19. Notwithstanding the insuring provisions or any other provision contained herein, the company does not insure against loss or damage caused by a lack of a right of access to and from the land.
- L 20. Terms and provisions of City of Naperville Ordinance No. 15-104 recorded December 31, 2015 as Document No. R2015-1141154 revoking Ordinance No. 78-68 as it applies to property generally located at 1601 Fairway Drive.
- M 21. Terms and provisions of City of Naperville Ordinance No. 15-106 recorded December 31, 2015 as Document No. R2015-141156 approving a conditional use for a preliminary Planned Unit Development for Atwater Subdivision for the property generally located at 1601 Fairway Drive.
- N 22. Terms and provisions of City of Naperville Ordinance No. 15-107 recorded December 31, 2015 as Document No. R2015-141157 approving the preliminary plat of subdivision for Atwater Subdivision.
- O 23. Terms and conditions contained in Grant of Conservation Easement and Declaration of Restrictive Covenants but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, relating in part to association, assessment and lien therefor, as set forth in the document set forth below, as amended from time to time recorded April 28, 2016 as Document Number R2016-040506.
- P 24. Terms and conditions contained in Atwater Subdivision Phase 1/Phase 1A Owner's Acknowledgement and Acceptance Agreement recorded April 28, 2016 as Document Number R2016-040507.
- Q 25. Terms and provisions of City of Naperville Ordinance No. 16-011 recorded April 28, 2016 as Document No. R2016-040508 approving a Plat of Easement Grant and Grant of Easement Agreement for Atwater Subdivision.
- R 26. Grant of Easement Agreement dated April 21, 2016 and recorded April 28, 2016 as Document No. R2016-040509 by Pulte Home Corporation, and the terms, provisions and conditions contained therein.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

- S 27. Terms and provisions of City of Naperville Ordinance No. 16-009 recorded April 28, 2016 as Document No. R2016-040511 approving a Final Planned Unit Development Plat for Atwater Subdivision Phase 1 and Phase 1A.
- T 28. Final Planned Unit Development Plat for Atwater Phases 1 and 1A recorded April 28, 2016 as Document No. R2016-040512.
- U 29. Terms and provisions of City of Naperville Ordinance No. 16-010 recorded April 28, 2015 as Document No. R2016-040513 approving the final plats of subdivision for Atwater Phase 1 and 1A, a deviation to Municipal Code Code 7-3-5, and the Owner's Acknowledgement and Acceptance Agreement
- V 30. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.
(This note will be waived for policy).

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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