

PROPERTY ADDRESS:
424 E. CHICAGO AVENUE
NAPERVILLE, IL 60540

P.I.N.
08-18-328-021

RETURN TO:
CITY OF NAPERVILLE
CITY CLERK'S OFFICE
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540

**OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT
FOR C. COBB SUBDIVISION**

This Owner's Acknowledgement and Acceptance Agreement for C. Cobb Subdivision ("**Agreement**") located at 424 E. Chicago Avenue, Naperville, IL 60540, 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 Christopher Cobb ("**OWNER AND DEVELOPER**"), with an address of 424 E. Chicago Avenue, Naperville, IL 60540. The City and the OWNER AND DEVELOPER are together hereinafter referred to as the "**Parties**" and sometimes individually as "**Party**".

RECITALS

A. This Agreement pertains to certain real property located within the corporate limits of the City of Naperville with a common address of 424 E. Chicago Avenue, Naperville, IL 60540, having a parcel identification number of 08-18-328-021 (hereinafter referred as the ("**SUBJECT PROPERTY**"). OWNER AND DEVELOPER is the owner of the SUBJECT PROPERTY.

B. OWNER AND DEVELOPER has petitioned the City for approval of an ordinance approving the Preliminary/Final Plat of Subdivision for the C. Cobb Subdivision ("**Subdivision Plat**") in order to subdivide the SUBJECT PROPERTY into two (2) single-family residential lots. This Agreement is an exhibit to said ordinance. OWNER AND DEVELOPER has also petitioned the City for ordinances approving a temporary use and an encroachment agreement as described below.

C. The SUBJECT PROPERTY shall be subject to the terms and conditions set forth in the following ordinances ("**C. Cobb Subdivision Ordinances**"), approved for the SUBJECT PROPERTY by the Naperville City Council on February 16, 2021:

- Ordinance 21-_____ An ordinance approving a Preliminary/Final Plat of Subdivision for C. Cobb Subdivision and the Owner's Acknowledgement and Acceptance Agreement.
- Ordinance 21-_____ An ordinance granting a temporary use to permit existing improvements to remain on Lot 2 of the C. Cobb Subdivision ("**Temporary Use Ordinance**")
- Ordinance 21-_____ An ordinance authorizing execution of an Encroachment License Agreement with the City to allow a section of an existing iron fence along with two stone pillars to encroach into the Sleight Street right-of-way adjacent to Lot 2 of the C. Cobb Subdivision ("**Encroachment Agreement**").

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; and (iii) all ordinances and resolutions passed or adopted by the Naperville City Council related to the SUBJECT PROPERTY, including but not limited to the C. Cobb Subdivision Ordinances.
3. **Removal and Retention of Existing Structures.**
 - 3.1 **Lot 2.** Subject to the provisions of the C. Cobb Subdivision Ordinances, OWNER AND DEVELOPER is granted a temporary use to allow an iron fence with stone pillars, a stone wall, and a PVC fence ("**Existing Improvements**") to remain on Lot 2 of the C. Cobb Subdivision for a period of two (2) years from the date of Council approval of the Temporary Use Ordinance unless an extension is agreed upon by the City in accordance with the Naperville Municipal Code then in effect. Said Existing Improvements are depicted on the Site Plan prepared by Martin M. Engineering, Inc., dated January 19, 2021 ("**Site Plan**") attached hereto as "**Attachment #1**". The Existing Improvements that are in the City right-of-way on Sleight Street as depicted on the Site Plan shall be subject to the Encroachment Agreement referenced in Recital C herein.

- 3.1.1 At the end of the two-year timeframe permitted by the Temporary Use Ordinance, or any extension thereof approved in compliance with the Naperville Municipal Code then in effect, OWNER AND DEVELOPER shall either remove the Existing Improvements from Lot 2 or shall bring the Existing Improvements into compliance with the Naperville Municipal Code, as amended from time to time, by virtue of construction of a principal structure on Lot 2. As noted in Section 9.1, these obligations shall be binding upon any future owners of Lot 2.
 - 3.1.2 Prior to any conveyance of Lot 2, OWNER AND DEVELOPER shall give written notification to the purchaser regarding the requirements of this Section 3 including but not limited to the owner's obligation to remove the Existing Improvements as set forth herein. Such notice shall include a statement to the effect that an ordinance violation may be filed against the owner of Lot 2 for each day that a violation of the requirements set forth herein continues. The CITY's Zoning Administrator shall be provided a copy of said notice and the date, manner, and to whom such notification was given.
 - 3.2 **Required Work Outside of Lot 2.** OWNER AND DEVELOPER shall complete the work described below, as depicted on the Site Plan, prior to recordation of the Subdivision Plat:
 - 3.2.1 Remove a portion of the brick paver patio on Lot 1 so that the patio provides a minimum of a five-foot (5') setback from the east lot line of Lot 1.
 - 3.2.2 Remove the orphan apron and associated depressed curb in the Chicago Avenue right-of-way adjacent to Lot 1 and replace with full curb and gutter. Restore the right-of-way with sod.
 - 3.2.3 Remove the service walk in the Chicago Avenue right-of-way adjacent to Lot 2. Restore the right-of-way with sod.
4. **School Donation:** OWNER AND DEVELOPER agrees to abide by the school donation provisions set forth in Section 7-3-5 (Dedication of Park Lands and School Sites or for Payments of Fees in Lieu of) of the Naperville Municipal Code, as amended from time to time. Further, OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required school donation pursuant to the "Per Permit Payment" provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code. Said Per Permit Payment shall be calculated based on the school donation table set forth in Section 7-3-5 of the Naperville Municipal

- Code in effect at the time of the building permit issuance and shall be made prior to issuance of the building permit. Payment of the required school donation shall not be paid under protest, or otherwise objected to. In accord with the Per Permit Payment provisions of the Naperville Municipal Code, no credit shall be given for the residence currently located on Lot 1.
5. **Park Donation:** OWNER AND DEVELOPER agrees to abide by the park donation provisions set forth in Section 7-3-5 (Dedication of Park Lands and School Sites or for Payments of Fees in Lieu of) of the Naperville Municipal Code, as amended from time to time. Further, OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required park donation pursuant to the "Per Permit Payment" provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code. Said Per Permit Payment shall be calculated based on the park donation table set forth in Section 7-3-5 of the Naperville Municipal Code in effect at the time of the building permit issuance and shall be made prior to issuance of the building permit. Payment of the required park donation shall not be paid under protest, or otherwise objected to. In accord with the Per Permit Payment provisions of the Naperville Municipal Code, no credit shall be given for the residence currently located on Lot 1.
 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 **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.
 - 6.2 **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.
 7. **Building Permits.** No building permits shall be issued for the SUBJECT PROPERTY, or any portion thereof, until the Preliminary/Final Subdivision 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.

8. **Sidewalks.** The OWNER AND DEVELOPER shall install public sidewalk, at the OWNER AND DEVELOPER'S sole cost, across the Sleight Street frontage of the SUBJECT PROPERTY prior to issuance of the final occupancy permit for Lot 2 of the C. Cobb Subdivision.

9. **General Conditions.**
 - 9.1 **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.
 - 9.2 **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.
 - 9.3 **Amendment.** The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.
 - 9.4 **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party.
 - 9.5 **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.
 - 9.6 **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.
 - 9.7 **Recordation.** This Agreement will be recorded by the City with the office of the DuPage County Recorder.
 - 9.8 **Term.** This Agreement shall be effective upon the Effective Date set forth in Section 10.13 hereof and shall terminate, 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.
 - 9.9 **Automatic Expiration.** If the final plat of subdivision for the SUBJECT PROPERTY is not recorded within five (5) years of the date of approval of

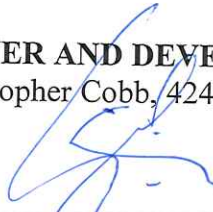
the ordinance approving the final plat of subdivision and this Agreement by the City Council, the final plat of subdivision and this Agreement shall automatically lapse and become null and void without further action by the City.

- 9.10 **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 8 and 9.1, 9.2, 9.5, and 9.6.
- 9.11 **Authority to Execute/OWNER AND DEVELOPER.** The undersigned warrants that he/she is 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 sign this document and voluntarily agrees to the provisions set forth herein.
- 9.12 **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.
- 9.13 **Effective Date.** The effective date of this Agreement (“**Effective Date**”) shall be the date upon which it is fully executed by both Parties hereto.

/SIGNATURES ON FOLLOWING PAGES/

OWNER AND DEVELOPER:

Christopher Cobb, 424 E. Chicago Avenue, Naperville, IL 60540



[Signature]

Christopher Cobb

[Printed name]

[Title]

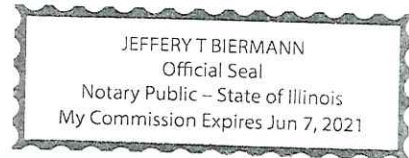
State of Illinois)
) ss
County of DuPage)

The foregoing instrument was acknowledged before me by Christopher Cobb
this 25th day of January 2021.

Notary Public

Jeffery T. Biermann

Print Name



Given under my hand and official seal this _____ day of _____, 2021.

-Seal-

Notary Public
My Commission Expires: _____

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

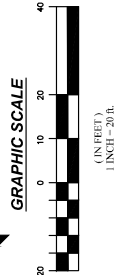
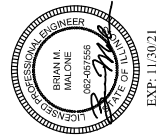
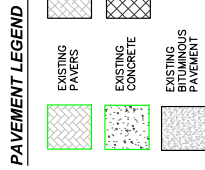
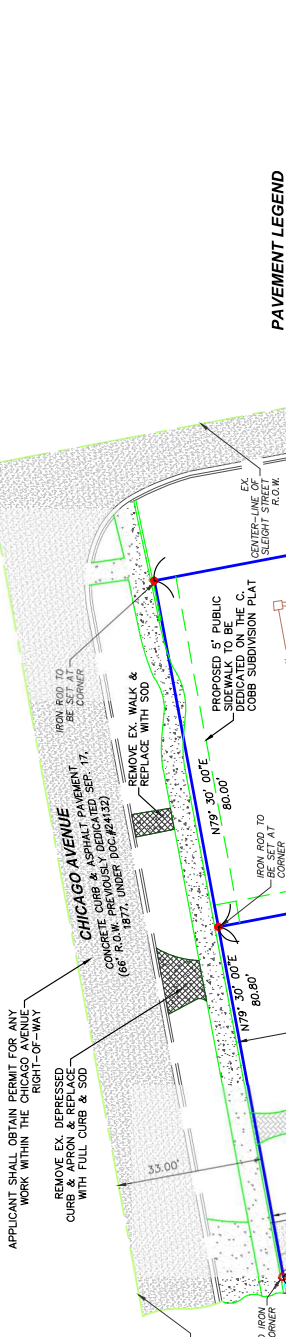
ATTEST:

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

Date: _____

PROPOSED SITE PLAN

FOR THE RESUBDIVISION OF LOT 1 IN C & S COBB RESUBDIVISION OF PARTS 1 AND 2 OF FORT HILL ADDITION TO NAPERVILLE, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 2009 AS DOCUMENT R2009-126281, IN DUPAGE COUNTY.

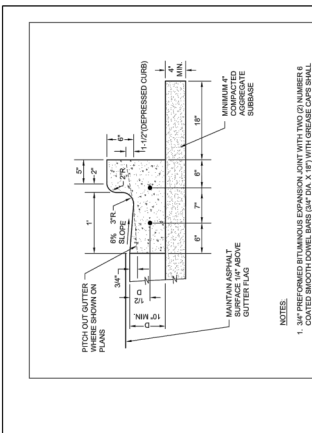
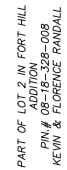
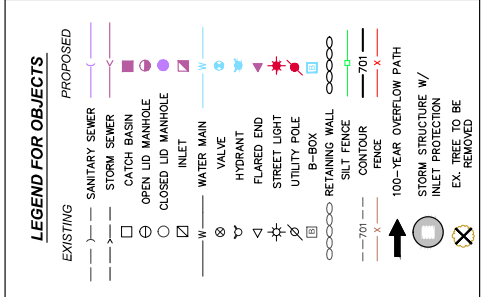
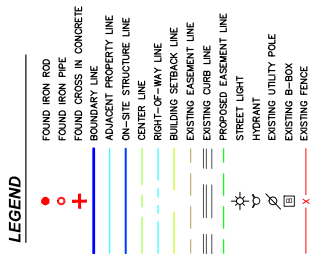


LOTS 1 & 2 ~ C. COBB SUBDIVISION

DRAWN BY: BMM		CHECKED BY: BMM
SCALE: 1"=20'		DATE: 07/07/21
JOB NUMBER: 19-283		SHEET: 1 OF 1
#	DATE	DESCRIPTION
1.	07/19/21	PER VILLAGE REVIEW

MARTIN M. Engineering, Inc.
 SITE DESIGN CIVIL ENGINEERS & SURVEYORS
 20723 OAKWOOD DRIVE
 MOKEVA, ILLINOIS 60448
 VOICE: (708) 995-1323
 FAX: (708) 995-1384
 LICENSE NO. 164.062635-0010

CITY OF NAPERVILLE PROJECT NO. 20-1000093



590.20
 STANDARD
 DETAIL
 6x12 BARRIER CURB & GUTTER
 SHEET 1 OF 1

NOTES:
 1. COVERED SIDEWALKS SHALL BE CONSTRUCTED WITH 12" MINIMUM THICKNESS 100% PORTLAND CEMENT CONCRETE. JOINTS SHALL BE PLACED EVERY 16'-0" EITHER SIDE OF DRAINAGE STRUCTURES. P.C.S. ARE CONSTRUCTED ADJACENT TO EXISTING CURBS & GUTTERS. THE EXISTING CURBS & GUTTERS SHALL BE MAINTAINED IN PLACE. DRAINAGE CURBS SHALL BE PLACED ON THE EXISTING CURBS & GUTTERS. THE EXISTING CURBS & GUTTERS SHALL BE MAINTAINED IN PLACE. THE EXISTING CURBS & GUTTERS SHALL BE MAINTAINED IN PLACE.
 2. TOILET CONTROL JOINTS OR SAWCUTS SHALL BE MADE EVERY 16'.
 3. SAWCUTS SHALL BE MADE WITHIN TWENTY (20) HOURS AND SEALED WITH AN APPROPRIATE SEALANT. JOINTS SHALL BE CLEAN AND DRY PRIOR TO APPLICATION OF SEALANT.
 4. FOR CURB AND GUTTER CONSTRUCTION OVER UTILITY TRENCHES, TWO (2) INCHES OF 1/2" SAND SHALL BE PLACED IN THE TRENCHES AND DRY AND GUTTER CURBS SHALL BE PLACED ON THE TRENCHES.

Exhibit C