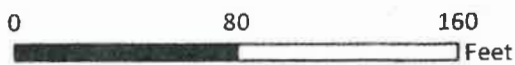


Planning Department
 Questions Contact (630) 848-5000
www.napervilleparks.org
 2023



This map should be used for reference only.
 The data is subject to change without notice.
 Naperville Park District assumes no liability in the use
 or application of the data. Reproduction or redistribution is forbidden
 without expressed written consent from the Naperville Park District.

EXHIBIT A

ORDINANCE NO. 1039

**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 Outlots B & C (a Neighborhood Park in Heritage Place in Historic Naperville Subdivision); 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 Heritage Place in Historic Naperville Subdivision ("Heritage Place"); and

WHEREAS, as part of the development of Heritage Place, the City, pursuant to the City's Code of Ordinances, required 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 B, 130 N Wright Street, and Outlot C, 131 N Columbia Street, in Naperville, Illinois, 60540 and legally described as follows:

OUTLOT B AND OUTLOT C IN HERITAGE PLACE IN HISTORIC NAPERVILLE, BEING A SUBDIVISION IN PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 2021 AS DOCUMENT R2021-179546, IN DUPAGE COUNTY, ILLINOIS

Permanent Index Number of Real Estate: 08-18-309-024 ("Outlot B") and 08-18-309-028 ("Outlot C"); 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 B and Outlot C.

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 ordinance 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 B and Outlot C.
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 B and Outlot C 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.

EXHIBIT B

PAGE 2 OF 4

PASSES this 27th day of July, 2023.

AYES: Commissioners Ruffing, Anster, Jacks, Janor, Rizzold, Thompson and Gibson


NAYS:
ABSENT:

APPROVED this 27th day of July, 2023.



President

ATTEST:



Secretary



EXHIBIT B

PAGE 3 OF 4



A Professional Corporation
140 South Dearborn Street, Suite 600
Chicago, IL 60603
www.ancelglink.com

Derke J. Price
dprice@ancelglink.com
(P) 312.782.7606 Ext. 4612
(F) 312.782.0943

July 28, 2023

Mayor Wehrli and City Council
City of Naperville
400 S Eagle Street
Naperville, IL 60540

Re: Conveyance of Outlots B & C in Heritage Place in Historic Naperville
PINs 08-18-309-024 and 08-18-309-028

Dear Mayor Wehrli and Members of the City Council:

In accordance with Naperville's Land/Cash Dedication Ordinance, and in accordance with an agreement between Naperville Park District and RAM West Capital, LLC, Ram West is dedicating 0.525 acres of parkland for a Neighborhood Park to serve the Heritage Place subdivision and surrounding neighborhood.

RAM West is dedicating two parcels to the Park District: A Main Park, Outlot B, consisting of 0.405 acres and a Pocket Park, Outlot C, consisting of 0.12 acres. Park District staff visited the park sites in June and determined both sites are satisfactory and ready for conveyance.

The title report is clean and on July 27, 2023, the Park District passed an ordinance formally setting forth its need for the property. The Naperville Park District requests the City of Naperville accept the deed from RAM West and prepare the deed from the City to the Park District in order to convey the property to the Park District.

Thank you for your assistance and continued commitment to this Ordinance.

Sincerely yours,



Derke J. Price

cc: Park Board of Commissioners, Naperville Park District
Brad Wilson, Executive Director, Naperville Park District
Pat Lord, Legal Counsel, City of Naperville

This instrument was prepared by:

Rosanova & Whitaker, Ltd.
127 Aurora Avenue
Naperville, Illinois 60540

This instrument shall be returned to:

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

WARRANTY DEED

THIS WARRANTY DEED is made this 21st day of August, 2023, by RAM West Capital, LLC, an Illinois limited liability company created and existing under and by virtue of the laws of the State of Illinois and registered with the Illinois Secretary of State to conduct business in the State of Illinois, with offices at 127 Aurora Avenue, Naperville, IL 60540 ("Grantor"), to the City of Naperville, a home rule unit of local government under the Constitution and laws of the State of Illinois with an address of 400 South Eagle Street, Naperville, Illinois 60540 ("Grantee").

Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt of which is hereby acknowledged by Grantee, by these presents does hereby CONVEY AND WARRANT to the Grantee the following described real estate, including any improvements that may be constructed thereon and all appurtenances thereto, situated in the County of DuPage, in the State of Illinois, to wit:

OUTLOT B AND OUTLOT C AS SHOWN ON THE FINAL PLAT OF SUBDIVISION FOR HERITAGE PLACE IN HISTORIC NAPERVILLE, BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN DUPAGE COUNTY, ILLINOIS ON DECEMBER 16, 2021, AS DOCUMENT NUMBER R2021-179546.

Permanent Index Numbers:

08-18-309-024 & 08-18-309-028

Common address for 08-18-309-024: 130 N. Wright Street, Naperville, Illinois, 60540

Common address for 08-18-309-028: 131 N. Columbia Street, Naperville, Illinois, 60540

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.

EXHIBIT C

Page 1 of 2

GRANTOR shall be responsible for real estate taxes accruing through 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, RAM West Capital, LLC, has caused its name to be signed these presents

By: William Noah

Name: WILLIAM NOAH

Its: MANAGER

STATE OF ILLINOIS)
) SS.
COUNTY OF DePage)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that William Noah, personally known to me to be the Manager of RAM West, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of August, 2023.



Tammy R Day
Notary Public

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

Subsequent tax bills should be mailed to:

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

EXHIBIT C

PAGE 22 OF 22

This instrument was prepared by:

Patricia Johnson Lord
Senior Assistant City Attorney for the
City of Naperville
400 South Eagle Street
Naperville, IL 60540.

This instrument shall be returned to:

Naperville Park District
320 West Jackson
Naperville, Illinois 60540

SPECIAL WARRANTY DEED

GRANTOR, CITY OF NAPERVILLE, a municipal corporation and home rule unit of local government organized and existing under and by virtue of the laws and Constitution 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, Naperville, IL 60540, for and in consideration of ten dollars (\$10) and other valuable consideration paid, does hereby grant, bargain, and sell to the **Naperville Park District**, an Illinois municipal corporation with its principal offices at 320 West Jackson, Naperville, Illinois 60540, ("**GRANTEE**"), all interest in the following described real estate ("**Property**") situated in the County of DuPage, State of Illinois, to wit:

OUTLOT B AND OUTLOT C AS SHOWN ON THE FINAL PLAT OF SUBDIVISION FOR HERITAGE PLACE IN HISTORIC NAPERVILLE, BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN DUPAGE COUNTY, ILLINOIS ON DECEMBER 16, 2021, AS DOCUMENT NUMBER R2021-179546.

Permanent Index Numbers: 08-18-309-024 & 08-18-309-028

Common address for 08-18-309-024: 130 N. Wright Street, Naperville, Illinois, 60540

Common address for 08-18-309-028: 131 N. Columbia Street, Naperville, Illinois, 60540

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

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 of record and the exceptions listed on Schedule B of the ALTA Commitment for Title Insurance attached hereto and made part hereof as Exhibit A; and

SUBJECT TO: a twenty foot (20') permanent exclusive easement reserved by the City of Naperville in, on, across, over, under, and through the interior twenty feet perimeter around the entirety of the Property, and a twenty foot (20') nonexclusive easement centered upon any utility improvements located on the Subject Property.

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 _____, 2023.

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 _____, 2023.

Notary Public

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

Subsequent tax bills should be mailed to:

Naperville Park District
320 West Jackson
Naperville, Illinois 60540

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

23GND144089VH

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. 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.
10. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

END OF SCHEDULE B, PART I

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

Page 3

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AMERICAN
LAND TITLE
ASSOCIATION



EXHIBIT A

**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

Title Insurance Agent:

Ancel Glink, P.C.
175 E. Hawthorne Pkwy, Ste 145
Vernon Hills, IL 60061
Phone: (847)247-7400
Fax: (847)247-7405

Authorized Signatory

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**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:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **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.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **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.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **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.**
7. 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 8. Taxes for the years 2023.

Taxes for the years 2023 are not yet due or payable.

Permanent Tax No.: 08-18-309-024 (Affects Outlot B)

Note: Due to the \$150 Exclusion Law, 35 ILCS 200/18-40, there is no amount due for tax year 2022.

B 9. Taxes for the years 2023.

Taxes for the years 2023 are not yet due or payable.

Permanent Tax No.: 08-18-309-028 (Affects Outlot C)

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

Note: Due to the \$150 Exclusion Law, 35 ILCS 200/18-40, there is no amount due for tax year 2022.

- C 10. Mortgage dated November 6, 2020 and recorded November 19, 2020 as Document No. R2020-139536 made by Ram West Capital LLC to First National Bank of Ottawa to secure an indebtedness in the amount of \$5,600,000.00.
(Affects the Underlying Land)
- D 11. Assignment of Rents recorded November 19, 2020 as Document No. R2020-139537 made by Ram West Capital LLC to First National Bank of Ottawa.
(Affects the Underlying Land)
- E 12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.
Limited Liability Company: Ram West Capital LLC
- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
 - b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
 - c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
 - d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
 - e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- F 13. In order for the Company to insure title coming through the sale or transfer of Land to the municipality, the Company should be furnished a certified copy of the Ordinance or Resolution authorizing the conveyance, together with the number of "ayes" and "nays" for its passage, and evidence of any required publication.
If said municipality is a "Home Rule Unit" pursuant to Article 7, Section 6 of the Illinois Constitution, the

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

Company should be furnished evidence of compliance with the municipality's ordinance(s) which relate to the sale or transfer of municipal property.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- S 14. Upon any conveyance or mortgage of the land, a statement from the Secretary of the Board of Managers of the townhome, homeowners, or other association, that there are no unpaid assessment liens existing by reason of the nonpayment of assessments should be furnished. Note: The statement should cover the recording date of the mortgage or, if title is to be conveyed, the recording date of the deed, whichever date is later.
- V 15. Note: We should be furnished with the selling price:

The Title Insurance Premium, Transfer Taxes, Recordings or Closing Fee have not been billed or are subject to change, depending on the sales price. The invoice is subject to rebilling until final requests for insurance, endorsements and services are made and all documents to be recorded have been received, and this commitment is subject to such additional exceptions as may be deemed necessary.
- G 16. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- H 17. Municipal Real Estate Transfer Tax Stamps (or proof of exemption) must accompany any conveyance and certain other transfers of 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.
- I 18. Terms, conditions and provisions contained in Ordinance No. 04-059, an ordinance providing for a special taxation of property for adjoining sidewalk repair or replacement, a copy of which was recorded June 2, 2004 as document R2004-145971.
- J 19. Property Covenant Incentive Agreement To Protect and Preserve the Kroehler Mansion Between the City of Naperville and Little Friends recorded on November 19, 2020 as Document No. R2020-139529.
- N 20. Covenant Running With The Land recorded on November 19, 2020 as Document No. R2020-139530.
- K 21. Ordinance No. 20-110: Approving a conditional use for single family attached units in the R2 zoning district and variances for height and setback for the Heritage Place Development recorded on November 19, 2020 as Document No. R2020-139535.

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)**

- L 22. Ordinance No. 20-108: Approving certificate of appropriateness #20-2321 recorded on November 19, 2020 as Document No. R2020-139532.
- M 23. Ordinance No. 20-109: Approving the preliminary plat of subdivision and the owner's acknowledgment and acceptance for the Heritage Place Development recorded on November 19, 2020 as Document No. R2020-139533.
- O 24. Owner's Acknowledgement And Acceptance Agreement For Heritage Place Subdivision recorded on November 19, 2020 as Document No. R2020-139534.
- P 25. Terms and conditions contained in Ordinance No. 20-110: Approving a conditional use for single family attached units in the R2 zoning district and variances for height and setback for the Heritage Place Development recorded on November 19, 2020 as Document No. R2020-139535.
- Q 26. Terms, provisions and limitations as contained in Agreement for Land Cash Contribution pursuant to City of Naperville code section 7-3-5 for Heritage Place recorded September 9, 2021 as Document No. R2021-135127. (for further particulars, see document)
- T 27. Public utility & drainage easement and the easement provisions and grantees as set forth on the plat of subdivision recorded December 16, 2021 as Document No. R2021-179546 affecting the following:

The West 15 feet and the North, South and East 10 feet of Outlot B
The East 15 feet and the South 10 feet of Outlot C
- R 28. Covenants, conditions, restrictions and easements 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 on March 8, 2022 as recording no. R2022-024740.

Amended and Restated by Declaration recorded September 15, 2022 as Document No. R2022-085701.
- U 29. 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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