

**FRED BUCHOLZ**

DUPAGE COUNTY RECORDER

APR. 25, 2012

8:46 AM

OTHER

07-13-411-006

004 PAGES

R2012-053231

PROPERTY ADDRESS:

P.I.N. 07-13-411-006

WHEN RECORDED
RETURN TO:
City Clerk
City of Naperville
400 South Eagle Street
Naperville, IL 60540

**CITY OF NAPERVILLE
FIRE SUPPRESSION SYSTEM INSTALLATION AGREEMENT**

WHEREAS, BLOCK 411, LLC is the owner of certain real property located at 19 N. WASHINGTON, Naperville IL P.I.N. Number(s) 07-13-411-006 in the City of Naperville (hereinafter "Subject Property"); and

60540
(w)

WHEREAS, one or more structures are located on the Subject Property; and

WHEREAS, the owner of the Subject Property has applied to the City of Naperville (hereinafter "City") for a building permit which will affect all or a portion of the structures on the Subject Property (hereinafter "New Construction"); and

WHEREAS, the provisions of this Agreement shall inure to and be binding upon the owner of the Subject Property and upon the owner's heirs, assigns, transferees, executor, agents and representatives (hereinafter cumulatively referenced as "Owner"),

WHEREAS, said New Construction shall be built in compliance with the fire suppression requirements contained in the Naperville Municipal Code (hereinafter "City Code"); and

WHEREAS, the remainder of the structure(s) on the Subject Property, other than the New Construction, (hereinafter "Remaining Structure") is not in compliance with the fire suppression requirements contained in the City Code; and

WHEREAS, Section 5-1A-3 Section 3403.1 of the City Code provides a means for the Owner of the Subject Property to bring the Remaining Structure into compliance

with the City Code over a period of up to ten years from the date of permit issuance for the change of use, addition, alteration, or repair of the New Construction.

NOW THEREFORE, in consideration of the issuance of the building permit for the New Construction, and in compliance with the City Code, as amended from time to time, the Owner hereby agrees as follows:

1. The foregoing Recitals are substantive and are incorporated in this Section 1 as though fully set forth.
2. On or before 3/14/2022 [hereinafter the "Fire Suppression Compliance Deadline"] the Owner shall cause all portions of the Remaining Structure to be brought into compliance with the fire suppression requirements of the City Code then in effect. To accomplish this, Owner shall submit a proposed fire suppression plan by which the Owner intends to bring the Remaining Structure into compliance with the fire suppression requirements of the City Code then in effect to the Naperville Fire Department and to the City's Transportation, Engineering and Development Department. Said plan must be approved in writing by the City prior to its installation. The Owner shall, at Owner's sole cost, implement the approved fire suppression plan on or before the Fire Suppression Compliance Deadline:
3. This Agreement shall 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 contained herein shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
4. The undersigned represents and warrants that he or she is authorized to bind the Owner of the Subject Property to the obligations set forth herein, and that he has read and understands the obligations and responsibilities set forth herein and has had an opportunity to review and discuss the foregoing with legal counsel of his or her choosing.
5. If the Owner of the Subject Property is other than an individual, the appropriate evidence of authority to bind and enter into this Agreement shall be attached as an exhibit to this Agreement or shall be identified and incorporated by reference.
6. If any provision of this Agreement, or the application of such provision, is rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.
7. If the Owner fails to abide by the obligations and responsibilities set forth herein, the City may take any action it deems appropriate to enforce such obligations and responsibilities and the Owner shall be liable for the payment of all reasonable attorneys' fees and costs associated with such actions. If such fees and costs are

not promptly paid by the Owner, they may be filed as a lien against the Subject Property.

- 8. This Agreement shall constitute a covenant running with the land. A copy of this Agreement shall be recorded on the Subject Property with the Office of the Recorder in which the Subject Property is located.

CITY OF NAPERVILLE

By: *Douglas A. Krieger*
 Douglas A. Krieger
 City Manager

Attest: *Pam LaFeber*
 Pam LaFeber
 City Clerk



OWNER:

By: *[Signature]*

Name: ANDREW CASATI

Its: BLOCK 411, LLC
MANAGING MEMBER

State of Illinois)
) SS
 County of DuPage)

The foregoing instrument was acknowledged before me on behalf of _____
 this 14 day of MARCH, 2012 A.D. by _____, its



Notary Public

Stephanie D Eide
 Print Name

This document was prepared by the City of Naperville's Legal Department, 400 S. Eagle Street, Naperville, Illinois 60540.

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**LEGAL DESCRIPTION FOR
19 NORTH WASHINGTON STREET
NAPERVILLE, ILLINOIS 60540**

**THE EAST 11 FEET OF LOT 8, LOT 9 (EXCEPT THE EAST 7 FEET) AND LOT 10
(EXCEPT THE EAST 7 FEET) IN BLOCK 19 IN PLAT OF THE TOWN OF
NAPERVILLE, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 13,
TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1842 AS
DOCUMENT 131, IN DUPAGE COUNTY, ILLINOIS.**

PIN: 07-13-411-006

EXHIBIT A