

**AGREEMENT FOR LAND CASH CONTRIBUTION PURSUANT TO CITY OF
NAPERVILLE CODE SECTION 7-3-5:12.7**

THIS AGREEMENT is made this _____ day of _____, 2020 by and between the NAPERVILLE PARK DISTRICT, a body corporate and politic created pursuant to 70 ILCS 1205-1 et seq. and following Illinois Revised Statutes (1987), (The Park District Code), whose principal office is located at 320 West Jackson Avenue, Naperville, Illinois 60540 (hereinafter referred to as the “**District**”), and TWG Development, LLC, an Indiana limited liability company, whose principal place of business is located at 333 Pennsylvania Street, Suite 100, Indianapolis, Indiana 46204(hereinafter referred to as the “**Developer**”).

WHEREAS, the Developer is the contract purchaser of the McDowell Point Senior Apartment Project located at the southwest corner of Diehl Road and Raymond Drive in Naperville, Illinois (hereinafter referred to as “**Property**”); and

WHEREAS, the Developer will be developing the Property as a 174 unit apartment community (hereinafter referred to as the “**Project**”), all in accordance with the applicable zoning laws and ordinances of the City; and

WHEREAS, in accordance with Section 7-3-5:1.3 of the City of Naperville Municipal Code, the Developer has designed the Project to include substantial open space and recreational facilities which will have the effect of reducing the demand for local public recreational services and Developer is therefore entitled to a reduction in its required land cash contribution; and

NOW THEREFORE, be it and it is hereby agreed by both the District and the Developer as follows:

1. The foregoing recitals shall be and are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.
2. The Developer agrees that the Project shall include the amenities and open space features as delineated on the Final Planned Unit Development Plan and Itemization of Amenities which are attached hereto as Exhibit A (hereinafter collectively referred to as "Amenities"). These Amenities are intended to relieve some pressure from the residents of the Project on the use of Park District facilities.
3. Provided that the Amenities are installed and available to the occupants no later than when 50% of the units are occupied, and further provided that the Amenities satisfy the requirements expressly set forth on Exhibit A, and further provided that the Amenities remain and continue to satisfy the requirements of Exhibit A for a term of fifteen (15) years from the date that the first of the Amenities is installed or placed on the Property (or the land adjacent thereto), then the District and Developer hereby agree that the Developer shall be granted a ten percent (10%) reduction in its required land/cash payment obligation pursuant to Section 7-3-5:1.3 of the City of Naperville Municipal Code. A copy of the City's land cash table anticipating 174 apartments is attached hereto as Exhibit B. Should the bedroom or unit count be modified by the Developer or City, the Developer shall pay the land

cash fee then applicable, subject to the ten percent (10%) reduction provided for herein.

4. The District and the Developer acknowledge that all portions of the Project shall be utilized solely by the Developer, its tenants, guests, lessees, licensees and invitees and nothing herein shall be construed as a grant to the public to utilize any portion of the Property or any of the Amenities without Developer's written permission. The private open space substituting for dedicated parks, and the Amenities to be installed or placed therein, shall be designed and constructed by the Developer in accordance with detailed plans approved by the City, upon review and comment by the Naperville Park District, and shall be maintained by the Developer in a good quality, condition and state of repair. Specifically, the Property's indoor fitness facility shall be well maintained, kept neat and clean and all exercise equipment installed or placed therein shall be kept in good working order. The exercise equipment installed or placed in the Property's indoor fitness facility shall be of a quality no less than that used by the Naperville Park District in its own facilities (as of the date of initial installation or placement of such exercise equipment in the fitness facility) and shall be of reasonable quantity as determined by reference to national standards. So long as the Developer satisfies the foregoing requirements, the Developer shall be conclusively deemed to have satisfied the requirements of Section 7-3-5:1.3 of the City of Naperville Municipal

Code (and its successors) with respect to private open space substituting for dedicated parks, and the Amenities installed or placed therein.

5. This Agreement shall be recorded with the DuPage County Recorder of Deeds.
6. This Agreement shall be binding upon the parties hereto and their successors and assigns.
7. In the event of a default by any party hereunder, the non-defaulting party shall be entitled to seek all remedies available at law or in equity including, without limitation, the specific performance of such defaulted obligation. All costs and expenses including but not limited to court costs and reasonable attorneys' fees incurred by the non-defaulting party as a result of the default or the defaulting party shall be paid by the defaulting party. No party shall be in default hereunder unless such party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving notice of the breach and a demand for cure by the other party.
8. The obligations of the Developer as set forth in this Agreement are expressly contingent on the Developer's acquisition of the Property and development of the Project.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2020.

NAPERVILLE PARK DISTRICT

By:  _____

Its: President, Board

TWG DEVELOPMENT, LLC

By:  _____

Its: VP

Exhibit A
"Amenities"

McDowell Point Amenity Spaces

- Fitness center with many options for cardio and weight machines, as well as a separate area for Pilates, yoga, and small group fitness using Well-Beats fitness classes
- Bocce Ball court
- Resort-Style pool with chaise lounges, and shaded dining table and lounge areas
- Golf simulator and theater room with hightop tables and lounge seating

Fitness Center Program

Residents will have 24/7 access to the following types of equipment:

- Treadmills
- Stairmaster
- Elliptical machines
- Rowing machines
- TRX training zone
- Multi-Function Station
- Free weights
- Kettle balls
- Medicine balls
- Dumb bells
- Yoga studio
- Yoga Mats
- Exercise bikes
- Chest press machine
- Lat pulldown machine
- Leg extension/Leg curl machine
- Leg press machine
- Shoulder press machine
- *Well Beats program

*The Well Beats program is a premier on-demand fitness provider that delivers fitness classes, workout plans, and fitness assessments to users anytime. Over 29 channels and hundreds of virtual classes are available with something for every age, stage and ability. Classes are run by certified instructors and are offered from 1-50 minutes in length. Residents can benchmark and track results with the Wellbeats app. Wellbeats offers a simple way to begin classes by using a touchpad in the fitness studio and in three clicks; you are all set to begin a workout.

Exhibit B
Land Cash Calculation Table

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Park Donation Work Sheet

Name of Subdivision McDowell Point

Land = Land Donation x \$323,600.00
 2.7913 \$903,264.68 Per ordinance
 2.5122 \$812,938.21 New amount with 10% reduction

=Round((Total People Produced x 0.0086),4)

Type of Unit	Pre-School 0 - 4 Yrs	Elementary Grades K-5	Junior High Grades 6-8	High School Grades 9-12	Adults 18-up	Total per Unit
Detached						
Single-family						
2-bedroom	0.127	0.000	0.000	0.118	0.000	0.000
3-bedroom	0.244	0.000	0.179	0.177	0.000	0.000
4-bedroom	0.348	0.000	0.235	0.265	0.000	0.000
5-bedroom	0.333	0.000	0.262	0.279	0.000	0.000
Attached						
Single-Family						
1-Bedroom	0.072	0.000	0.044	0.080	0.000	0.000
2-Bedroom	0.157	0.000	0.060	0.113	0.000	0.000
3-Bedroom	0.217	0.000	0.154	0.198	0.000	0.000
Apartments						
Efficiency						
72 1-Bedroom	0.015	1.080	0.013	0.936	0.000	0.000
98 2-Bedroom	0.037	3.626	0.028	2.744	1.691	127.008
4 3-Bedroom	0.037	0.148	0.091	0.364	1.748	186.788
People Produced	4.854	9.158	4.044	4.208	302.376	324.564