

PROPERTY ADDRESS:
636 S. WEBSTER STREET
NAPERVILLE, IL 60540

P.I.N.
07-24-203-028

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

**OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT
FOR WEBSTER STREET ESTATES**

This Owner's Acknowledgement and Acceptance Agreement for Webster Street Estates Subdivision ("**Agreement**") located at 636 S. Webster Street, 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 D.J.K. Custom Homes, Inc., an Illinois corporation ("**OWNER AND DEVELOPER**"), with offices at 532 S. Webster Street, 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 636 S. Webster Street, Naperville, IL 60540, having parcel identification number of 07-24-203-028 (hereinafter referred as the "**SUBJECT PROPERTY**"). OWNER AND DEVELOPER is the contract purchaser of the SUBJECT PROPERTY.

B. OWNER AND DEVELOPER has petitioned the City for approval of a Preliminary/Final Plat of Subdivision for the Webster Street Estates Subdivision ("**Preliminary/Final Subdivision Plat**") in order to subdivide the SUBJECT PROPERTY into two single-family residential lots.

C. 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.
3. **School Donation: \$9,899.13** (based on 2 four-bedroom detached single-family units and credit for 1 five-bedroom detached single-family unit), in accordance with Table A (attached). OWNER and DEVELOPER acknowledges that the required school donation amount (\$9,899.13) is calculated based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code. OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required school donation pursuant to the "Estimated Lump Sum Payment" provisions set forth in Section 7-3-5:5.2.1 and Subsection 5:5.2.1.1 of the Naperville Municipal Code. Therefore, OWNER AND DEVELOPER shall receive a school donation credit for 1 five-bedroom detached single-family unit.

OWNER and DEVELOPER agrees that payment of the school donation amount established herein shall not be paid under protest, or otherwise objected to, and shall be paid prior to recording the Preliminary/Final Subdivision Plat for the SUBJECT PROPERTY. OWNER and DEVELOPER further acknowledges that the school donation established herein will be verified at the time of each building permit issuance, and if the number of bedrooms in the dwelling unit exceeds 4 bedrooms, then the permit applicant shall be charged for additional bedrooms, in accordance with the school donation table contained in the Naperville Municipal Code in effect at the time the building permit is issued.

6. **Park Donation: \$8,963.72** (based on 2 four-bedroom detached single-family units and credit for 1 five-bedroom detached single-family unit), in accordance with Table B (attached). OWNER and DEVELOPER acknowledges that the required park donation amount (\$8,963.72) is calculated based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code. OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required park donation pursuant to the "Estimated Lump Sum Payment" provisions set forth in Section 7-3-5:5.2.1 and Subsection 5:5.2.1.1 of the Naperville Municipal Code. Therefore, OWNER AND DEVELOPER shall receive a park donation credit for 1 five-bedroom detached single-family unit.

- OWNER and DEVELOPER agrees that payment of the park donation amount established herein shall not be paid under protest, or otherwise objected to, and shall be paid prior to recording the Preliminary/Final Subdivision Plat for the SUBJECT PROPERTY. OWNER and DEVELOPER further acknowledges that the park donation established herein will be verified at the time of each building permit issuance, and if the number of bedrooms in the dwelling unit exceeds 4 bedrooms, then the permit applicant shall be charged for additional bedrooms, in accordance with the park donation table contained in the Naperville Municipal Code in effect at the time the building permit is issued.
7. **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:
- 7.1 **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.
- 7.2 **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.
8. **Demolition of Existing Structures.** The SUBJECT PROPERTY is currently improved with a single-family residence and associated accessory structures including a shed and detached garage. All existing structures located on the SUBJECT PROPERTY shall be demolished prior to recordation of the Preliminary/Final Subdivision Plat for the SUBJECT PROPERTY. OWNER AND DEVELOPER shall submit confirmation to the City's Zoning Administrator that such demolition has occurred prior to the recordation of the Preliminary/Final Plat of Subdivision.
9. **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.
10. **General Conditions.**

- 10.1 **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.
- 10.2 **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.
- 10.3 **Amendment.** The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.
- 10.4 **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party.
- 10.5 **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.
- 10.6 **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.
- 10.7 **Recordation.** This Agreement will be recorded with the office of the DuPage County Recorder.
- 10.8 **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.
- 10.9 **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.

- 10.10 **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 9 and 10.1, 10.2, 10.5, 10.6, and 10.10.
- 10.11 **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.
- 10.12 **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.
- 10.13 **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/ D.J.K. CUSTOM HOMES, INC., AN ILLINOIS CORPORATION:

[Handwritten Signature]
[Signature]

Dan Kittilsen PRESIDENT D.J.K. CUSTOM HOMES, INC.
[Printed name]

President
[Title]

State of Illinois)
) ss
County of DuPage)

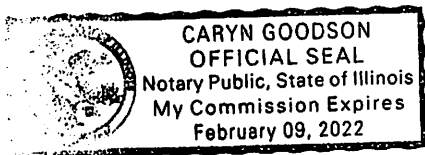
The foregoing instrument was acknowledged before me by Dan Kittilsen
this 30th day of November 2020.

Caryn Goodson
Notary Public

Caryn Goodson
Print Name

Given under my hand and official seal this 30th day of November, 2020.

-Seal-



Caryn Goodson
Notary Public
My Commission Expires: February 9, 2022

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST:

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

Date: _____

School Donation Worksheet

Name of Subdivision Webster Street Estates

School Donation = **Land** **Cash**
0.0311 **\$9,899.13**

=Round (((Total Elementary Pop. x 0.0231) + (Total Jr. High Pop. x 0.0208) + (Total High School Pop x 0.0267)),4)
 = Total Land x \$318,300.00

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	0.120	0.000	0.411	0.000	0.138	0.000
3-bedroom	0.268	0.000	0.486	0.000	0.153	0.000
4-bedroom	0.371	0.742	0.702	1.404	0.259	0.484
5-bedroom	-0.386	-0.386	0.590	-0.590	0.236	-0.242
						-0.242
						2.191
						-2.191
						2.746
						2.955
						3.532
						3.645
						-3.645
Attached						
Single-Family						
1-Bedroom	0.206	0.000	0.084	0.000	0.057	0.000
2-Bedroom	0.214	0.000	0.104	0.000	0.039	0.000
3-Bedroom	0.183	0.000	0.271	0.000	0.106	0.000
4-Bedroom						0.000
						0.030
						0.050
						0.000
						1.318
						1.966
						2.102
						0.000
						1.697
						2.374
						2.767
						0.000
Apartments						
Efficiency	0.058	0.000	0.032	0.000	0.012	0.000
1-Bedroom	0.129	0.000	0.064	0.000	0.031	0.000
2-Bedroom	0.199	0.000	0.115	0.000	0.073	0.000
3-Bedroom						2.005
						0.000
						1.400
						1.653
						1.744
						2.005
						0.000
						1.400
						1.710
						2.007
						2.475
						0.000
People Produced	0.356	0.814	0.282	0.242	1.779	3.419
						1.338

TABLE A

Park Donation Work Sheet

Name of Subdivision

Webster Street Estates

Park Donation =

Land
0.0277

Cash
\$8,963.72

= Land Donation x \$323,600.00

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

TABLE B

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	0.327	0.000	0.102	0.000
3-bedroom	0.244	0.000	0.440	0.000	0.179	0.000
2 4-bedroom	0.348	0.696	0.522	1.044	0.235	0.470
-1 5-bedroom	0.333	-0.333	0.533	-0.533	0.262	-0.262
Attached						
Single-Family						
1-Bedroom	0.072	0.000	0.091	0.000	0.044	0.000
2-Bedroom	0.157	0.000	0.178	0.000	0.060	0.000
3-Bedroom	0.217	0.000	0.358	0.000	0.154	0.000
4-Bedroom						
Apartments						
Efficiency	0.015	0.000	0.033	0.000	0.013	0.000
1-Bedroom	0.037	0.000	0.063	0.000	0.028	0.000
2-Bedroom	0.037	0.000	0.152	0.000	0.091	0.000
3-Bedroom						
People Produced	0.363	0.511	0.208	0.251	1.888	3.222