

## **AGREEMENT REGARDING IMPROVEMENTS TO THE OLD BOOK ROAD CULVERT AND DRAINAGE CHANNEL**

This Agreement Regarding Improvements to the Old Book Road Culvert and Drainage Channel ("**Agreement**") is entered into by and between the CITY OF NAPERVILLE, Illinois, a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois, (the "**CITY**"), the Forest Preserve District of Will County, (the "**FPD**"), and Pulte Home Company, LLC, a Michigan limited liability company, authorized to transact business in the State of Illinois ("**PULTE**"). The CITY, FPD, and PULTE may be individually referred to as a "**Party**" or collectively as the "**Parties**".

### **RECITALS**

**1. WHEREAS**, PULTE is the developer of property known as Naperville Polo Club Subdivision which is legally described and attached hereto as **Exhibit "A"** (the "**Property**"); and

**2. WHEREAS**, the CITY passed Ordinance 23-0224 authorizing the execution of an Annexation Agreement for the Property by and between the CITY, PULTE, and respective owners of the Property (the "**Annexation Agreement**"); and

**3. WHEREAS**, the FPD is a limited party under Section 21 of the Annexation Agreement; and

**4. WHEREAS**, per Section 21.4 of the Annexation Agreement, PULTE agreed to investigate the condition of the Old Book Road Culvert ("**OBR Culvert**") and existing drainage channel from Old Book Road to the DuPage River ("**Drainage Channel**") and complete required improvements as determined by the City Engineer; and

**5. WHEREAS**, the Parties met on site to investigate the condition of the OBR Culvert and Drainage Channel on April 12, 2023 and collectively determined a solution was required to replace the existing OBR Culvert which solution is depicted on **Exhibit B** attached hereto and made part hereof, hereinafter referenced as the "**Improvements**"; and

**6. WHEREAS**, the Improvements shall be undertaken as part of the Forest Preserve Path and Multi-Use Trail described in Section S21.2 of the Annexation Agreement; and

**7. WHEREAS**, the Improvements shall be completed in accordance with Exhibit B within the timeframe established in S21.2 (the "**Forest Preserve Path and Multi-Use Trail Timeframe**") or any extension thereof agreed to in writing by the City Engineer ("**Extension**"); and

**8. WHEREAS**, when PULTE notifies the FPD the Improvements have been completed, the Improvements will be inspected and subject to approval of the City Engineer and the FPD.

**NOW THEREFORE IT IS AGREED BY THE PARTIES that:**

1. The Recitals above are incorporated herein and made part of this Section 1 as though fully set forth in this Section 1.

2. PULTE will construct the Improvements as set forth in the Recitals above.

3. The FPD and the CITY may together, or independently, take action to enforce the provisions set forth herein and in Section 21.4 of the Annexation Agreement. If PULTE does not construct the Improvements as set forth above, the City may withhold issuance of further permits for the Property until completion of the Improvements in addition to or in lieu of any other remedy that may be sought by the CITY or FPD.

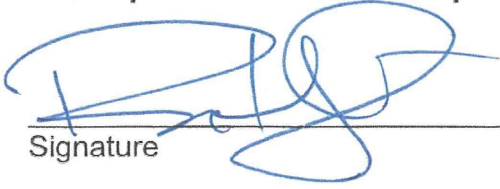
4. PULTE'S compliance with the provisions of this Agreement shall satisfy PULTE'S obligations under Section 21.4 of the Annexation Agreement.

5. The undersigned represent that they are authorized to execute this Agreement on behalf of their respective Parties.

6. The effective date of this Agreement shall be the date on which it is executed by all Parties hereto.

/SIGNATURES ON FOLLOWING PAGES/

**Developer – Pulte Home Company, LLC**

A handwritten signature in blue ink, appearing to be 'R. Getz', written over a horizontal line.

Signature

Robert Getz, Vice President Land

Print Name and Title

**City of Naperville**

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Signature

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William J. Novack, City Engineer

**Forest Preserve District of Will County**

A handwritten signature in dark ink, appearing to read "Ralph Schultz", is written over a horizontal line. The signature is fluid and cursive.

Signature

Ralph Schultz, Executive Director

Print Name and Title

**Exhibit "A"**  
**Legal Description**  
**Naperville Polo Club Property**

**PARCEL 1:**

THE EAST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS. PERMANENT INDEX NUMBER: 07-01-22-400-014

**PARCEL 2:**

THE WEST 329.36 FEET OF THE EAST 658.72 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS. PERMANENT INDEX NUMBER: 07-01-22-400-013

**PARCEL 3:**

THE WEST 329.36 FEET OF THE EAST 988.08 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS. PERMANENT INDEX NUMBER: 07-01-22-400-012

**PARCEL 4:**

THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 988.08 FEET THEREOF) IN WILL COUNTY ILLINOIS. PERMANENT INDEX NUMBER: 07-01-22-400-011

**PARCEL 5:**

THE EAST 329.36 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS. PERMANENT INDEX NUMBER: 07-01-22-400-010

**PARCEL 6:**

THE WEST 329.36 FEET OF THE EAST 658.72 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS. PERMANENT INDEX NUMBER: 07-01-22-400-009

**PARCEL 7:**

THE WEST 329.36 FEET OF THE EAST 988.08 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS. PERMANENT INDEX NUMBER: 07-01-22-400-008

PARCEL 8:

THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 988.08 FEET THEREOF) IN WILL COUNTY ILLINOIS.

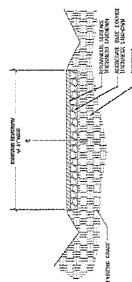
PERMANENT INDEX NUMBER: 07-01-22-400-007

PARCEL 9:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 328.81 FEET THEREOF) IN WILL COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-01-22-300-015

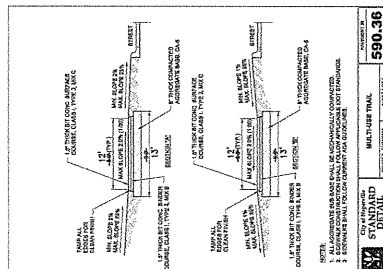
AND THAT PART OF 119TH STREET IN SECTIONS 26 AND 27 TOWNSHIP 37 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ADJACENT TO AND CONTIGUOUS WITH PARCELS 1 THROUGH 9, AFORESAID, AND THAT PART OF BOOK ROAD IN SECTIONS 23 AND 26 TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ADJACENT TO AND CONTIGUOUS WITH PARCEL 1, AFORESAID IN WILL COUNTY, ILLINOIS.



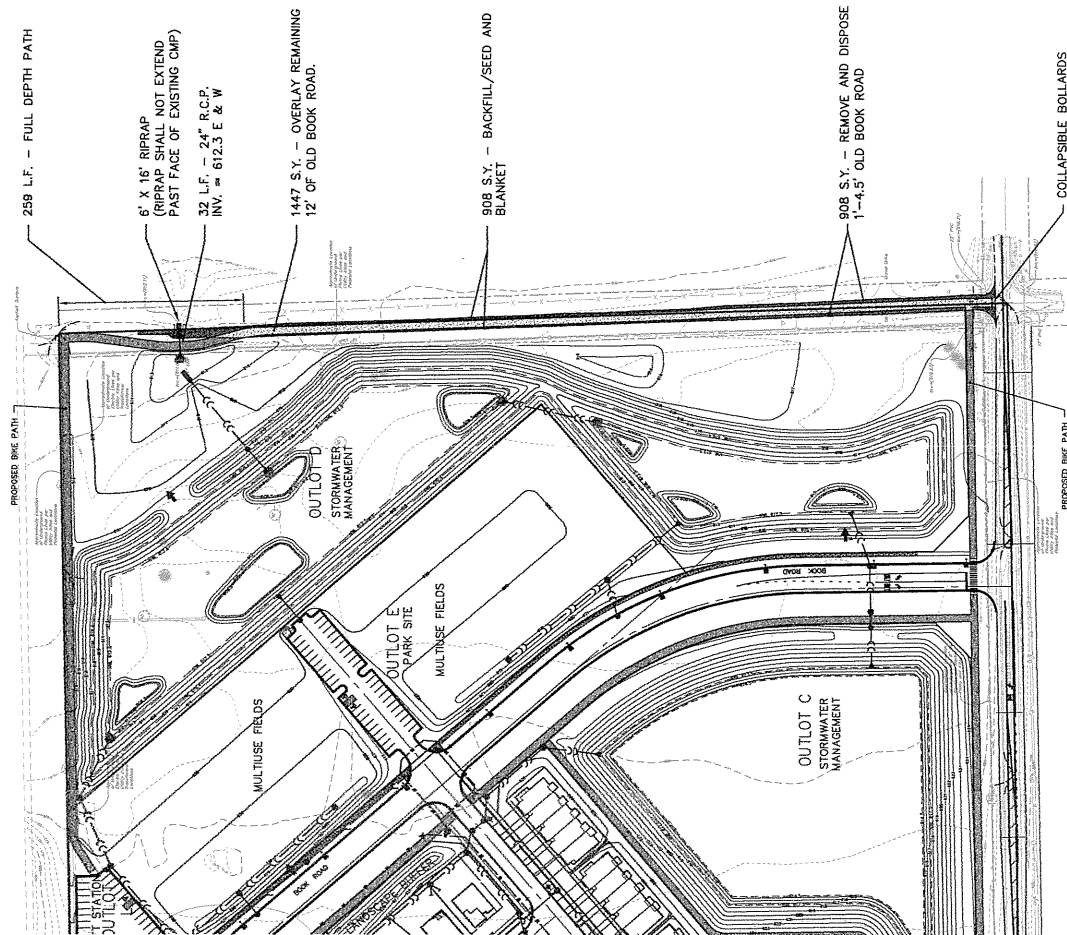
The diagram illustrates a cross-section of a dam structure. On the left, the 'UPSTREAM FACE' is shown with a 'CONCRETE CURB WALL' at the base. Above the curb wall is a 'MASONRY CURB WALL'. The main body of the dam is composed of 'CONCRETE' and 'MASONRY' sections. A 'FOUNDATION' layer is visible at the bottom. On the right side, the 'DOWNSTREAM FACE' is shown with a 'MASONRY CURB WALL' and a 'CONCRETE CURB WALL'. A 'DRAINAGE' system is indicated near the downstream face. Various layers are numbered 1 through 7.

- 1. CONCRETE CURB WALL
- 2. MASONRY CURB WALL
- 3. CONCRETE CURB WALL
- 4. MASONRY CURB WALL
- 5. CONCRETE CURB WALL
- 6. MASONRY CURB WALL
- 7. CONCRETE CURB WALL

OLD BOOK ROAD



(FULL DEPTH DETAIL)



PREPARED FOR:  
PULTE HOME COMPANY, LLC  
1900 E. GOLF ROAD, SUITE 300  
SCHAUMBURG, IL 60173  
(847) 230-5400

PREPARED BY: CON. Ltd.

Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100  
Aurora, Illinois 60502-9875  
Fax: 630.862.2100  
E-Mail: info@cemcon.com  
FAX: 630.862.2199  
Website: www.cemcon.com

DISC NO.: 402151 FILE NAME: FOREST PRESERVE PATH  
DRAWN BY: LAL FLD. BK. / PG. NO.: ---  
COMPLETION DATE: 11-08-22 JOB NO.: 402.151  
REMOVED: 02-27-23/LAL  
REMOVED: 04-13-23/LAL