

PROPERTY ADDRESS:
1107 N. EAGLE STREET
NAPERVILLE, IL 60563

P.I.N.
07-12-403-025

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

**OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT
FOR JELINEK SUBDIVISION**

This Owner's Acknowledgement and Acceptance Agreement ("**Agreement**") for Jelinek Subdivision located at 1107 N. Eagle Street, Naperville, IL 60563, 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, Susan Jelinek as Trustee of the Susan J, Jelinek Trust dated June 10, 2019, with a location of 1107 N. Eagle, Naperville ("**OWNER AND DEVELOPER**"). 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 **1107 N. Eagle Street**, Naperville, IL 60563, having a parcel identification number of 07-12-403-025 (hereinafter referred as the "**SUBJECT PROPERTY**") and legally described on **Exhibit A** and depicted on **Exhibit B** as attached. OWNER AND DEVELOPER is the owner of the SUBJECT PROPERTY.

B. The OWNER AND DEVELOPER has petitioned the City for approval of a Preliminary/Final Plat of Subdivision for the Jelinek Subdivision ("**Preliminary/Final Subdivision Plat**") in order to subdivide the SUBJECT PROPERTY into two single-family residential lots ("**LOT 1**" and "**LOT 2**").

C. The SUBJECT PROPERTY is currently improved with a single-family residence, associated driveway, and a shed.

D. The existing single-family residence will remain on the proposed LOT 1 of the Jelinek Subdivision and OWNER AND DEVELOPER proposes to improve LOT 2 with a new single-family residence.

E. 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. All exhibits attached and referenced herein are deemed incorporated in this paragraph 1 in their entirety.
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; (iii) the provisions of the Naperville Municipal Code, as amended from time to time; and (iv) all ordinances and resolutions passed or adopted by the Naperville City Council related to the SUBJECT PROPERTY, including but not limited to the Jelinek Subdivision Ordinances.
3. **School Donation:** OWNER AND DEVELOPER agrees to abide by the school donation provisions set forth in Section 7-3-5 (Dedication of Park Lands and School Sites or for Payments of Fees in Lieu of) of the Naperville Municipal Code, as amended from time to time. Further, OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required school donation on LOT 2 pursuant to the "Per Permit Payment" provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code. Said Per Permit Payment shall be calculated based on the school donation table set forth in Section 7-3-5 of the Naperville Municipal Code in effect at the time of the building permit issuance and shall be made prior to issuance of the building permit for LOT 2. Payment of the required school donation shall not be paid under protest, or otherwise objected to.
4. **Park Donation:** OWNER AND DEVELOPER agrees to abide by the park donation provisions set forth in Section 7-3-5 (Dedication of Park Lands and School Sites or for Payments of Fees in Lieu of) of the Naperville Municipal Code, as amended from time to time. Further, OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required park donation on LOT 2 pursuant to the "Per Permit Payment" provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code. Said Per Permit Payment shall be calculated based on the park donation table set forth in Section 7-3-5 of the Naperville Municipal Code in effect at the time of the building permit issuance and shall be made prior to issuance of the building permit for LOT 2. Payment of the required park donation shall not be paid under protest, or otherwise objected to.
5. **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:
- 5.1 **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.
 - 5.2 **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.
6. **Driveway on LOT 1 and LOT 2.** An existing single-family residence currently exists and is planned to remain on LOT 1. A portion of the driveway of the existing residence on LOT 1 encroaches onto the proposed LOT 2 ("**DRIVEWAY ENCROACHMENT**").
- 6.1 **LOT 1.** OWNER AND DEVELOPER shall cause the driveway on LOT 1 to be reconfigured and constructed so that its access point comes off of Eagle Street within the boundaries of LOT 1 (instead of LOT 2) as approved by the City Engineer.
 - 6.2 **LOT 2.** OWNER AND DEVELOPER shall remove the entire DRIVEWAY ENCROACHMENT from LOT 2.
 - 6.3 **Permit Required.** OWNER AND DEVELOPER shall obtain a driveway permit from the City prior to undertaking the work described in Section 6.1 or Section 6.2.
 - 6.4 **Removal Timing.** The driveway on LOT 1 shall be reconfigured and reconstructed as set forth herein and the driveway on LOT 2 shall be fully removed before the Preliminary/Final subdivision Plat for the SUBJECT PROPERTY is recorded with the DuPage County Recorder.
7. **Plat of Subdivision.** In addition to the requirements set forth in 6.4 above, the Preliminary/Final Plat of Subdivision for Jelinek Subdivision shall be recorded with the DuPage County Recorder prior to issuance of any building permits for LOT 2.

8. General Conditions.

- 8.1 **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.
- 8.2 **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.
- 8.3 **Amendment.** The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.
- 8.4 **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party.
- 8.5 **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.
- 8.6 **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.
- 8.7 **Recordation.** This Agreement will be recorded by the City with the Office of the DuPage County Recorder as set forth herein.
- 8.8 **Term.** This Agreement shall be effective upon the Effective Date set forth in Section 8.13 hereof and shall terminate, without further action by either Party, upon the later of ten (10) years from the Effective Date or issuance of the final certificate of occupancy for LOT 2 of the SUBJECT PROPERTY.
- 8.9 **Automatic Expiration.** If the preliminary/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 preliminary/final plat of subdivision and this Agreement by the City Council, the preliminary/final plat of subdivision and this Agreement shall automatically lapse and become null and void without further action by the City.

- 8.10 **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 7, and each subpart thereof, and 8.1, 8.2, 8.3 8.5, 8.6, 8.10, and 8.13.
- 8.11 **Authority to Execute/OWNER AND DEVELOPER.** The undersigned warrants that 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.
- 8.12 **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.
- 8.13 **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/ Susan J, Jelinek Trust dated June 10, 2019

Susan Jelinek
[Signature]

SUSAN JELINEK
[Printed name]

OWNER
[Title]

State of Illinois)
) ss
County of DuPage)

The foregoing instrument was acknowledged before me by Susan Jelinek
this 28th day of September 2021.

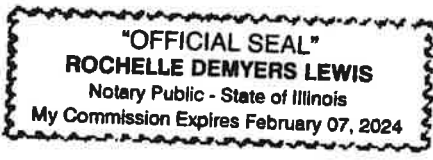
Rochelle Demyers Lewis
Notary Public

Rochelle Demyers Lewis
Print Name

Given under my hand and official seal this 28th day of September, 2021.

-Seal-

Rochelle Demyers Lewis
Notary Public
My Commission Expires: 2/7/24



CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST:

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

Date: _____

LEGAL DESCRIPTION

LOT 247 (EXCEPT THE NORTH 20 FEET THEREOF) IN NAPERVILLE HEIGHTS, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 07-12-403-025

COMMON ADDRESS: 1107 NORTH EAGLE STREET, NAPERVILLE, IL 60563

