

EXHIBIT A

**THIS DOCUMENT
PREPARED BY
AND AFTER
RECORDING
RETURN TO:**

**City Clerk's Office
City of Naperville
400 S. Eagle Street
Naperville, Illinois 60565**

Above Space for Recorder's Use Only

**AGREEMENT BETWEEN THE CITY OF NAPERVILLE AND
THE CARILLON CLUB OF NAPERVILLE HOMEOWNERS ASSOCIATION
ALLOWING THE NAPERVILLE POLICE DEPARTMENT ENFORCE THE
PROVISIONS OF THE ILLINOIS VEHICLE CODE ON PRIVATE STREETS**

THIS PRIVATE STREET ENFORCEMENT AGREEMENT (“*Agreement*”) is dated as of the ____ day _____, 208 (“*Effective Date*”), and is by and between the CITY OF NAPERVILLE, an Illinois home rule municipal corporation (“*City*”) and the CARILLON CLUB OF NAPERVILLE HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation (“*Association*”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements in this Agreement, the Parties agree as follows:

Section 1. Recitals.

- A. The Association is organized and operating for the purpose of administering and maintaining the community area at the property commonly known as the Carillon Club, legally described in **Exhibit A** attached hereto and made part hereof; and
- B. The Association is administered by a duly elected Board of Directors in accordance with the Declaration of Covenants, Conditions and Restrictions for the Association (“**Board**”);
- C. The Board has deemed it in the best interests of the Association to allow for the Naperville Police Department to patrol the private streets, roads, and highways (“**streets**”) within the property known as the Carillon Club.
- D. The Association has experienced vehicles operating on the Association’s streets in an inappropriate way that would be prohibited under the Illinois Vehicle Code and the

Association has requested that the City allow the Naperville Police Department to enforce the provisions of the Illinois Vehicle Code on the Association's streets.

- E. The Association has formally resolved, in part that: "The local police department may be granted access and patrol the roads of the Association, a gated community, for no cost." A copy of the Association's resolution is **Exhibit B** attached hereto and made part hereof.
- F. The Association is situated within the City and Will County, Illinois.
- G. The City maintains the City of Naperville Police Department for purposes of maintaining public health, welfare and safety by various means necessary, including but not limited to patrol of City streets and highways within the City.
- H. The Illinois Vehicle Code, 625 ILCS 5/11-209.1, an Act entitled "Powers of local authorities--enforcing the provisions of this Code on private streets and roads" allows for "(a)ny person or board of directors owning, operating or representing a residential subdivision, development, apartment house or apartment project, containing a minimum of 10 apartments or single family residences may file a written request, with the appropriate local authority wherein such property is situated, requesting their law enforcement agency enforce the provisions of this Code on all private streets or roads open to or used by the tenants, owners, employees or the public for the purposes of vehicular traffic by permission of such person or board of directors and not as a matter of public right. Notwithstanding Section 1-126 and Section 1-201 of this Code, if the local authority grants such request by the adoption of an enabling ordinance then all such private streets or roads shall be considered "highways" only for the enforcement purposes of this Code."
- I. The Association and it request that the City allow the Naperville Police Department to enforce the provisions of the Illinois Vehicle Code on the Association's streets fits within the definition and comports with the above referenced statute.
- J. The Association has submitted a written request to the City, in compliance with the statute, for the patrol of the Association's streets. A copy of the Association's letter is **Exhibit C** attached hereto and made part hereof.
- K. The City has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the City and its residents, to prevent the spread of conditions detrimental to the health, safety, and welfare of the City and its residents.
- L. The City is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.
- M. The City is authorized under the provisions of Art. VIII of the State of Illinois Constitution to use public funds for public purposes.

- N. The City has the authority to contract with the Association to provide such regulation and services pursuant to the home rule powers of the City and the provisions of 625 ILCS 5/11-209.
- O. The Association and the City are desirous of protecting the public health, welfare, and safety by the regulation of traffic and the streets in the Association;
- P. The foregoing Recitals are incorporated herein and made a part of this Agreement.

Section 2. Agreement.

IT IS THEREFORE AGREED by the Association and the City, in consideration of public health, welfare, and safety, as follows:

- A. The City is empowered to accomplish all or any part of the following within the Association:
 - a. The enforcement of any and all ordinances contained within the Illinois Vehicle Code and within Title 9 and Title 10 of the Municipal Code of the City of Naperville.
 - b. The enactment of additional reasonable rules and regulations with respect to traffic and parking as local conditions may require for the safety and convenience of the public.
 - c. That there be no costs to the Association.
- B. This Agreement shall be effective and enforceable three days after it is recorded in the Office of the Recorder of Deeds of Will County, and shall continue and remain in full force and effect unless terminated.
- C. The City may terminate this Agreement upon sixty (60) days written notice to the Association. Notice shall be delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Notice shall be deemed received after the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt.
- D. The Association may terminate this Agreement pursuant to the procedure as set forth in 625 ILCS 5/209.1(c).

Section 5. General Provisions.

- A. Successors and Assigns. This Agreement and its terms shall inure to the benefit of and be enforceable by the Association and the City, and any of their respective legal representatives, heirs, successors, and assigns.

- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed.
- C. Non-Waiver. The Parties shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of a Party to exercise at any time any right granted to the Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right, except as otherwise set forth
- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for disputes arising from or related to this Agreement, the Development, or the Subject Property shall be in the Illinois Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- F. Severability. It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.
- I. Exhibits. **Exhibits A through C** attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all Requirements of Law.
- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Compliance with Laws. The Association agrees to comply with all Requirements of Law when performing any task associated with this Agreement.
- M. No Third Party Beneficiaries. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- N. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the date first above written.

CITY OF NAPERVILLE

**CARILLON CLUB OF NAPERVILLE
HOMEOWNERS ASSOCIATION**

DOUGLAS KRIEGER
CITY MANAGER

Daniel Krueger

DANIEL KRUEGER
BOARD PRESIDENT

Daniel Krueger

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

This instrument was acknowledged before me on September 11th, 2018, by DANIEL KRUEGER, BOARD PRESIDENT of CARILLON CLUB OF NAPERVILLE HOMEOWNERS ASSOCIATION.

Allison Mae Price

Signature of Notary

SEAL



EXHIBIT A R2006169016_45

EXHIBIT A TO DECLARATION FOR CARILLON CLUB IN NAPERVILLE

The Development Area

THAT PART OF THE WEST HALF OF SECTION 4, THE SOUTH HALF OF SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 8, ALL IN TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION THE EAST LINE OF THE WEST THREE QUARTERS OF THE SOUTHWEST QUARTER OF SAID SECTION 4 WITH THE NORTH LINE OF 95TH STREET, SAID NORTH LINE BEING 60.00 FEET NORTH OF THE SOUTH LINE OF THE AFORESAID SOUTHWEST QUARTER, AND RUNNING THENCE SOUTH 88°-42'-51" WEST, 1980.68 FEET, TO THE EAST LINE OF SAID SECTION 5; THENCE SOUTH 88°-24'-56" WEST, 33.00 FEET TO THE WEST LINE OF 248TH AVENUE; THENCE SOUTH 01°-36'-01" EAST, 60.00 FEET TO THE SOUTH LINE OF SAID SECTION 5; THENCE SOUTH 01°-32'-40" EAST, 60.00 FEET; THENCE SOUTH 88°-24'-56" WEST, ALONG A LINE 60.00 FEET SOUTH OF AND PARALLEL TO SAID SOUTH LINE, 1290.49 FEET; THENCE NORTH 01°-32'-18" WEST, 60.00 FEET TO SAID SOUTH LINE; THENCE SOUTH 88°-24'-56" WEST, ALONG SAID SOUTH LINE, 1118.45 FEET; THENCE NORTH 01°-27'-39" WEST, 160.00 FEET; THENCE SOUTH 88°-24'-56" WEST, 205.00 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 88°-39'-10" WEST, 34.77 FEET TO THE EAST RIGHT OF WAY LINE OF THE E.J. & E. RAILWAY COMPANY; THENCE NORTH 01°-27'-21" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 2442.79 FEET TO A LINE 43.00 FEET SOUTH OF AND PERPENDICULAR TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 5; THENCE NORTH 88°-35'-49" EAST, ALONG SAID LINE, 2675.21 FEET, TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE NORTH 88°-35'-32" EAST, ALONG A LINE 43 FEET SOUTH OF AND PERPENDICULAR TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 32.91 FEET; TO THE EAST LINE OF SCHOGER DRIVE EXTENDED SOUTH; THENCE NORTH 1°-19'-21" WEST, ALONG SAID SOUTHERLY EXTENSION, 83.00 FEET, TO THE NORTH LINE OF 91ST STREET, AS DEDICATED BY WHITE EAGLE CLUB UNIT 22, BEING A SUBDIVISION OF PART OF SAID SECTION 4; THENCE NORTH 88°-35'-25" EAST, ALONG SAID NORTH LINE, 223.59 FEET, TO THE A EAST LINE OF LOT 915 OF AFORESAID WHITE EAGLE CLUB UNIT 22; THENCE NORTH 1°-29'-05" WEST, ALONG A EAST LINE SAID LOT 915, A DISTANCE 260.00 FEET, TO A SOUTH LINE OF AFORESAID LOT 915; THENCE NORTH 88°-35'-25" EAST, ALONG SAID SOUTH LINE, 310.52 FEET, TO A WEST LINE OF LOT 1048 OF WHITE EAGLE CLUB UNIT 21, BEING A SUBDIVISION OF PART OF SAID SECTION 4; THENCE SOUTH 1°-29'-05" EAST, ALONG SAID WEST LINE 300.00 FEET, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 88°-35'-32" EAST, ALONG SAID NORTH LINE 120.73 FEET; THENCE SOUTH 75°-17'-17" EAST, 725.88 FEET; THENCE NORTH 88°-33'-22" EAST, 598.54 FEET, TO THE AFORESAID EAST LINE OF THE WEST THREE QUARTERS OF THE SOUTHWEST QUARTER; THENCE SOUTH 1°-32'-11" EAST, ALONG SAID EAST LINE, 2380.51 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

EXHIBIT B

BOARD OF DIRECTORS OF CARILLON CLUB OF NAPERVILLE HOMEOWNERS ASSOCIATION

May 15, 2018 BOARD MEETING

RESOLUTION CONCERNING POLICE PATROL

WHEREAS, CARILLON CLUB OF NAPERVILLE HOMEOWNERS ASSOCIATION (“Association”) is an Illinois not-for-profit corporation, organized and operating for the purpose of administering and maintaining the community area at the property commonly known as the CARILLON CLUB OF NAPERVILLE HOMEOWNERS ASSOCIATION; and

WHEREAS, Association is administered by a duly elected Board of Directors in accordance with the Declaration of Covenants, Conditions and Restrictions for CARILLON CLUB OF NAPERVILLE HOMEOWNERS ASSOCIATION; and

WHEREAS, the Board of Directors is charged with the responsibility of maintaining the property and CARILLON CLUB OF NAPERVILLE HOMEOWNERS ASSOCIATION in the best interests of the members of the Association; and

WHEREAS, the Board of Directors has deemed it to be in the best interests of the Association to allow for the local police to patrol the common area of the CARILLON CLUB OF NAPERVILLE HOMEOWNERS ASSOCIATION.

NOW, THEREFORE, BE IT RESOLVED:

The local police department may be granted access and patrol the roads of the Association, a gated community, for no cost.

Adopted this 15 day of May, 2018.

Motion made by Dan Krueger and seconded by Bob Costigan

Vote Taken:

For

3

Against

0

Abstain

0

EXHIBIT C CARILLON CLUB

IN NAPERVILLE

June 8, 2018

Mayor Steve Chirico
Naperville Municipal Center
400 S. Eagle Street
Naperville, IL 60540

RE: Police Patrol of Carillon Club in Naperville HOA

Dear Mayor Chirico,

The Carillon Club in Naperville HOA Board of Directors voted in favor of permitting Naperville Police Department to enter the Carillon Club property to complete normal residential patrolling.

This will be at no additional cost to the HOA. The Board of Directors passed a resolution for Police Patrol on May 15, 2018 see enclosed.

The Board and Carillon Club Residents thank Mayor Chirico and Chief of Police Marshall.

Sincerely,



Daniel Krueger
Board President