

OWNER'S ACKNOWLEDGEMENT & ACCEPTANCE
FOR THE ENCLAVE ON BOOK

JHL DEVELOPMENTS, LLC (hereinafter referred to as the "OWNER and DEVELOPER") with an address of P.O. Box 4226, Naperville, Illinois 60567, is the owner of the property located at 11007 South Book Road, commonly known as The Enclave on Book (hereinafter referred to as the "SUBJECT PROPERTY"). In accordance with the provisions of the Naperville Municipal Code, OWNER and DEVELOPER, shall pay all fees and fulfill all other special conditions referenced below, in addition to those requirements set forth in the Naperville Municipal Code, the attached Statement of General Conditions, and all motions, ordinances and resolutions by the City Council approving the preliminary/final subdivision plat for the SUBJECT PROPERTY, prior to recording the preliminary/final subdivision plat for The Enclave on Book. Said fees shall not be paid under protest or otherwise objected to.

1. Cash in Lieu of Land Contributions

1.1 School Donation: The Developer has opted to pay a land cash school contribution for the Subject Property pursuant to Section 7-3-5:5.2.2 of the Naperville Municipal Code which permits payment of a cash-in-lieu-of-land donation to be made on a "per permit" basis. The amount due (based on eight (8), three (3)-bedroom detached units), in accordance with Table A (attached) is \$45,867.03. OWNER and DEVELOPER acknowledges that the school donation established herein is done so pursuant to City of Naperville ordinance and Code provisions and agrees that the payment shall not be paid under protest or otherwise objected to. OWNER and DEVELOPER further acknowledge 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 3-bedrooms, then the permit applicant shall be charged for additional bedrooms, in accordance with the school donation table in effect at the time the building permit is issued.

1.2 Park Donation: The Developer has opted to pay a land cash school contribution for the Subject Property pursuant to Section 7-3-5:5.2.2 of the Naperville Municipal Code which permits payment of a cash-in-lieu-of-land donation to be made on a "per permit" basis. The amount due (based on eight (8), three (3)-bedroom detached units), in accordance with Table B (attached) is \$65,237.76. OWNER and DEVELOPER acknowledges that the park donation established herein is done so pursuant to City of Naperville ordinance and Code provisions and agrees that payment shall not be paid under protest or otherwise object to. OWNER and DEVELOPER further acknowledge 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 3-bedrooms, then the permit applicant shall be charged for additional bedrooms, in accordance with the park donation table in effect at the time the building permit is issued.

2. **Engineering Review Fee:** \$5,877.51 (1.5% of the approved engineer's cost estimate). This fee is due prior to recording the Final Plat of Subdivision.
3. **Utility Rebate, Special Connection Fees, Recapture Fees, Special Assessment Amounts, Special Service Area Taxes:** The following fees shall be due prior to recording the Preliminary/Final Plat of Subdivision.
 - 3.1 SW Sanitary Pump Station and Forcemain Recapture Fee: \$2,502.59
 - 3.2 Book Road Watermain Access Recapture Fee: \$22,542.00
4. **Road Improvement Fees:** None.
5. **Financial Surety:** Financial surety in a form acceptable to the City Attorney shall be provided and maintained in the amount of \$431,017.68 (110% of the approved engineer's cost estimate) which guarantees the completion of public improvements and soil erosion and sedimentation control for the SUBJECT PROPERTY (hereinafter "Public Improvements"). Financial surety shall be received and approved prior to issuance of a site development permit. Notwithstanding provision of said surety, until the Public Improvements have been accepted by the City, the OWNER and DEVELOPER shall remain obligated for completion of said Public Improvements and/or (at the City's sole discretion) to pay any costs for said Public Improvements to the extent that the surety is not sufficient to pay for the costs of the Public Improvements, or in the event of any denial, or partial denial of coverage by the surety, or failure of the surety to timely respond to a demand for payment. Upon acceptance of the Public Improvements by the City, the OWNER and DEVELOPER shall provide the City with a maintenance bond for the Public Improvements in conformity with the Naperville Municipal Code.

As to any surety, or maintenance surety, provided by the OWNER AND DEVELOPER to the City hereunder, the OWNER AND DEVELOPER agrees that: (1) at no time shall the City be liable for attorneys' fees with respect thereto; (2) OWNER AND DEVELOPER shall be liable to pay the City's reasonable attorneys' fees and costs (in-house or outside counsel) in enforcement thereof; and (3) the list of circumstances set forth in such surety (including any exhibit thereto) as bases for default thereunder shall entitle the City to draw on said surety.

6. Stormwater Maintenance Outlot A:

- 6.1 In order to provide for the orderly and proper administration and maintenance of the Development, within one hundred twenty (120) days of the recording of the Final Plat of Subdivision the OWNER AND DEVELOPER will record Declarations, Covenants, Conditions and Restrictions, ("Declaration"), with the DuPage County Recorder which in part will provide for the formation of an Association under the Illinois Limited Liability Company Act.

Outlot A was created solely for the purpose of providing stormwater detention to benefit Lots 1 through 8 of the Enclave on Book Subdivision. Therefore, the Declaration shall include provisions that: (1) If the owner of OUTLOT A fails to timely, adequately and consistently perform maintenance of OUTLOT A as described herein, the Association shall be responsible to perform the maintenance obligations described below ("Maintenance Work"). Said Maintenance Work shall be undertaken by the Association within fifteen (15) calendar days of receipt of written notice ("Notice") to the Association from the City that OUTLOT A has not been properly maintained. Said Maintenance Work may also be undertaken at the initiative of the Association. The Association shall set budgets and fix assessments ("Outlot A Stormwater Payment") to pay the expenses incurred in connection with such duties; (2) Each owner of Lots 1 through 8, and their successors and assigns, shall be a member of the Association and shall be responsible for paying the Outlot A Stormwater Payment; (3) the City shall have the right, but not the obligation, to perform, or to hire a person or entity to perform, said Maintenance Work if the Association fails to competently perform the Maintenance Work within the timeframe set forth above; (4) If the City undertakes maintenance of OUTLOT A as provided herein, the City shall be entitled to place a lien on Lots 1 through 8 to reimburse the City for the costs of said Maintenance Work, plus attorney's fees associated with the recordation and enforcement of such liens (whether in-house or retained counsel), plus interest; (5) All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by the Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in Lots 1 – 8 and OUTLOT A of the Enclave on Book Subdivision, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to the Declaration; (6) the Association shall not be dissolved without the written approval of the City; and (7) the Declaration shall not be amended, terminated, or in any other way revised or revoked, without the prior written permission of the City insofar as the Declaration in any way pertains to the provisions set forth in this Section.

Prior to recordation of the Declaration, the City Attorney shall review and approve the Declaration insofar as it pertains in any way to the provisions set forth in this Section 10.

6.2 MAINTENANCE WORK:

- 6.2.1 Within fifteen (15) calendar days of receipt of Notice from the City as described in Section S10.02 above, or at its own initiative, the Association shall perform the following Maintenance Work on OUTLOT A:

- (i) Maintenance, repair and replacement of all stormwater management structures located on OUTLOT A so that they are in good repair and functioning in the manner in which they are intended to; and
- (ii) Maintenance of grass and landscaping located on OUTLOT A shall be in compliance with Section 4-3-2 of the Naperville Municipal Code as amended from time to time.

6.3 RIGHT TO LIEN. In the event that the owner of OUTLOT A, or the Association, fails to timely perform its responsibilities with respect to OUTLOT A as provided above, each individual owner of Lots 1 through 8, and the City, shall have the right, but not the obligation, to undertake those responsibilities and shall have full right of access for its employees, contractors and sub-contractors for that purpose. The City shall have the right to record a lien against OUTLOT A and/or Lots 1 through 8, at the City's sole discretion, to reimburse the City for: (i) the costs of said Maintenance Work; (ii) attorney's fees associated with the recordation and enforcement of such liens (whether in-house or retained counsel), plus interest on (i) and (ii).

6.4 NOTICES: For the purpose of Notice as provided in this Section 10, the City shall issue Notice to the Registered Agent of the Association as it appears on the Illinois Secretary of State's website. The date of mailing, or the date of personal service, shall be deemed the date of service. If the City is unable to issue Notice because the Association has dissolved in breach of this Agreement, or because the Registered Agent is no longer in existence or able to be served Notice for any reason, the City shall be entitled, but not obligated, to perform the Maintenance Work described above and to record liens on OUTLOT A and/or Lots 1 through 8 as provided above without said Notice having been given.

- 7. Sidewalks:** The OWNER and DEVELOPER agrees to install public sidewalk across the frontage of the Subject Property along Book Road prior to issuance of the first final occupancy permit, and across the frontage of the internal public right-of-way of Sparkles Court prior to the issuance of each final occupancy permit for each lot. An extension of this timeframe may be granted in writing at the discretion of the City Engineer.
- 8. Street Lights:** The OWNER and DEVELOPER agrees to install three (3) public street lights as shown on the Final Engineering Plans, prepared by Ryneer & Son, Inc., dated December 27, 2017 and last revised March 22, 2018, prior to the issuance of any final occupancy permit.

9. Side Yard Setback Variance: Pursuant to Ordinance Number 18-XXX, the OWNER AND DEVELOPER received a variance from Section 6-6L-7:1 to reduce the R1 minimum interior side yard setback from 10' to 8' for each lot of the SUBJECT PROPERTY. The total side yard requirement of 25' shall be maintained for each lot.

10. Binding Effect: This document will be recorded with the office of the Recorder in which the SUBJECT PROPERTY is located. The undersigned acknowledges and agrees that the terms contained herein shall be binding upon and inure to the benefit of the City of Naperville, the OWNER or DEVELOPER, and the successors, assigns, and any subsidiary, affiliate or parent of the OWNER or DEVELOPER.

The undersigned warrants that he/she is the owner of the SUBJECT PROPERTY, or is the duly authorized representative of the owner in the case of a corporation, partnership, trust, or similar ownership form which owns the SUBJECT PROPERTY. The undersigned has full power and authority to sign this document and voluntarily agrees to the provisions set forth herein.

OWNER and DEVELOPER:

[name]
[title]

The foregoing instrument was acknowledged before me by _____, this
_____ day of _____, 2018.

Notary Public

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

Attest

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

DATE: _____

STATEMENT OF GENERAL CONDITIONS

The following information represents general requirements to be fulfilled by the property OWNER and DEVELOPER through the development of the SUBJECT PROPERTY, as approved by City Council. This list is not intended to be comprehensive and does not preclude all other requirements as set forth in the Naperville Municipal Code. These requirements are in addition to those that were listed in the Developer's Acknowledgement & Acceptance Letter for your development.

Public Improvements: Unless otherwise noted in the Acknowledgement & Acceptance Letter, OWNER and DEVELOPER will construct all public improvements shown on the Final Engineering Plans at its sole cost.

Sidewalk Construction: Exceptions to the strict adherence of Subdivision Control Regulations will be permitted only with respect to the construction of sidewalks that may be deferred until the earlier of the construction of buildings on or full development of adjacent lots, or upon written request of the City Engineer. Such request shall not be made before three (3) years after the City Council approval of the Final Subdivision Plat for the subject property. Notwithstanding the above, all required sidewalks located within the rights-of-way of any arterial or major collector streets shall be constructed as part of the required roadway improvements.

Building Permits: No building permits shall be issued for a particular lot or parcel within the subject property until the Transportation, Engineering, and Development Business Group; Public Utilities Department; and Fire Department have determined that sufficient improvements have been installed and are functioning to protect the health, safety, and welfare of the public.

Infrastructure Availability Charges and User Fees: Any OWNER or DEVELOPER requesting connection and service to the City's water or sanitary system 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.

Facility Installation Charges and User Fees: Any OWNER or DEVELOPER requesting connection and service to the City of Naperville electric system 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.

Table A School Donation Worksheet

Name of Subdivision The Enclave on Book

School Donation = Land **0.1441** Cash **\$45,867.03** = Total Land x \$318,300.00
 =Round (((Total Elementary Pop. x 0.0231) + (Total Jr. High Pop. x 0.0208) + (Total High School Pop x 0.0267)),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	0.120	0.000	0.411	0.000	0.138	0.222	0.000	1.856	0.000	2.746	0.000	
8 3-bedroom	0.268	2.144	0.486	3.888	0.153	1.224	0.135	1.080	1.913	15.304	2.955	23.640
4-bedroom	0.371	0.000	0.702	0.000	0.259	0.000	0.242	0.000	1.985	0.000	3.532	0.000
5-bedroom	0.386	0.000	0.590	0.000	0.236	0.000	0.242	0.000	2.191	0.000	3.645	0.000
Attached Single-Family												
1-Bedroom										0.000		0.000
2-Bedroom	0.206	0.000	0.084	0.000	0.057	0.000	0.030	0.000	1.318	0.000	1.697	0.000
3-Bedroom	0.214	0.000	0.104	0.000	0.039	0.000	0.050	0.000	1.966	0.000	2.374	0.000
4-Bedroom	0.183	0.000	0.271	0.000	0.106	0.000	0.105	0.000	2.102	0.000	2.767	0.000
Apartments												
Efficiency									1.400	0.000	1.400	0.000
1-Bedroom	0.058	0.000	0.032	0.000	0.012	0.000	0.013	0.000	1.653	0.000	1.710	0.000
2-Bedroom	0.129	0.000	0.064	0.000	0.031	0.000	0.038	0.000	1.744	0.000	2.007	0.000
3-Bedroom	0.199	0.000	0.115	0.000	0.073	0.000	0.083	0.000	2.005	0.000	2.475	0.000
People Produced		2.144		3.888		1.224		1.080		15.304		23.640

6.192

Table B Park Donation Work Sheet

Name of Subdivision The Enclave on Book

Park Donation = **Land** 0.2016 **Cash** \$65,237.76 = Land Donation x \$323,600.00

=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	0.327	0.000	0.102	0.000
8 3-bedroom	0.244	1.952	0.440	3.520	0.179	1.432
4-bedroom	0.348	0.000	0.522	0.000	0.235	0.000
5-bedroom	0.333	0.000	0.533	0.000	0.262	0.000
Attached Single-Family						
1-Bedroom						0.000
2-Bedroom	0.072	0.000	0.091	0.000	0.044	0.080
3-Bedroom	0.157	0.000	0.178	0.000	0.060	0.113
4-Bedroom	0.217	0.000	0.358	0.000	0.154	0.198
Apartments						
Efficiency						1.210
1-Bedroom	0.015	0.000	0.033	0.000	0.013	0.013
2-Bedroom	0.037	0.000	0.063	0.000	0.028	0.030
3-Bedroom	0.037	0.000	0.152	0.000	0.091	0.083
People Produced		1.952		3.520		1.432
					1.416	15.136
						23.440