PROPERTY ADDRESS: 540 Frontenac Court Naperville, IL 60563

P.I.N. 07-17-204-008 [partial]

RETURN TO: City of Naperville City Clerk's Office 400 South Eagle Street Naperville, IL 60540

OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT FOR THE NAPERVILLE I.P.T SUBDIVISION

This Owner's Acknowledgement and Acceptance Agreement for the Naperville I.P.T. Subdivision ("Agreement") 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 (hereinafter referred to as the "City"), with an address of 400 South Eagle Street, Naperville, Illinois 60540, and IPT Naperville DC LLC, a Delaware Limited Liability Company registered to do business in the State of Illinois, (hereinafter referred to as the "Developer"), with an address of Two Mid America Plaza, Suite 620, Oakbrook Terrace, Illinois 60181.

RECITALS

- A. This Agreement pertains to certain real property within the corporate limits of the City of Naperville with a common address of 540 Frontenac Court located south of North Aurora Road, north of the Burlington Northern & Santa Fe Railroad, east of the Canadian National Railway and approximately two hundred and fifty feet (250') west of Frontenac Court, legally described on **Exhibit A** and depicted on **Exhibit B** attached hereto and made part hereof (hereinafter "**Subject Property**").
- B. By recordation of a Preliminary/Final Plat of Subdivision plat titled "Naperville I.P.T. Subdivision" for the Subject Property (hereinafter referred to as the "**Subdivision Plat**") pursuant to the administrative plat procedures of Section 7-2-5 of Title 7 of the Naperville Municipal Code, the Subject Property was subdivided from one lot into two lots as depicted on **Exhibit B** attached hereto and made part hereof. Ownership of the subdivided lots are as follows:
 - Lot 1 540 Frontenac Court (357,192 square feet) owned by the Developer ("Developer Parcel")
 - Lot 2 535 Frontenac Court (584,672 square feet) owned by the City ("City Parcel")

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. **Fees Due Prior to Recordation of the Subdivision Plat.** The Developer shall pay all fees associated with the Developer Parcel set forth herein and as otherwise provided for in the Naperville Municipal Code upon recordation of the Subdivision Plat and the City's conveyance of the Developer Parcel. Said fees shall not be paid under protest or otherwise objected to. Developer shall fulfill all other conditions set forth or referenced herein in addition to the provisions of the Naperville Municipal Code, as amended from time to time, the Statement of General Conditions attached hereto as **Exhibit C** and made part hereof, and the ordinance passed by the Naperville City Council approving this Agreement for the Subject Property.
 - 2.1 Cash Contribution In lieu of Actual Land Dedication
 - **2.1.1 School Donation:** None
 - **2.1.2 Park Donation:** None
 - 2.2 Engineering Review Fee: \$2,831.00 (based on 149 off-street parking stalls). This fee has been paid.
 - 2.3 Utility Rebate, Special Connection Fees, Recapture Fees, Special Assessment Amounts, Special Service Area Taxes: None
- 3. **Financial Surety.** Developer shall be responsible for providing financial surety in a form and from an entity acceptable to the City Attorney and maintained in the amount of \$875,912.27 (110% of the approved engineer's cost estimate) which guarantees the completion of public improvements and soil erosion and sedimentation control for the Developer Parcel (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 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, and prior to release of the surety described above, the Developer shall provide the City with a maintenance bond for the Public Improvements in conformity with the Naperville Municipal Code then in effect.

As to any surety, or maintenance surety, provided by the Developer to the City hereunder, the Developer agrees that: (a) at no time shall the City be liable for attorneys' fees with respect thereto; (b) Developer shall be liable to pay the City's reasonable attorneys' fees and costs (in-house or outside counsel) in enforcement thereof; and (c) 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.

4. Frontenac Court Road Improvements.

- 4.1 In order to provide ingress and egress for the City Parcel to Frontenac Court, the Developer shall be responsible for the installation of the north-south Frontenac Court roadway extension easement area in the southeast corner of the Developer Parcel (the "North-South Frontenac Court Roadway Extension") as set forth in the final engineering plans approved by the City Engineer. Said North-South Frontenac Court Roadway Extension shall be installed and approved by the City Engineer prior to issuance of an occupancy permit for the Developer Parcel.
- 4.2 In order to provide access to the Developer Parcel from Frontenac Court, the City shall be responsible for the installation of the east-west Frontenac Court roadway extension ("East-West Frontenac Court Roadway Extension") as set forth in final engineering plans ("East-West Frontenac Court Roadway Extension Plans") approved by the City Engineer. Said East-West Frontenac Court Roadway Extension shall be **Substantially Complete**¹ on or before <u>July 31, 2018</u>, or by such other date as is mutually agreed upon in writing by the Developer and the City Engineer.
 - 4.2.1 If, as of June 29, 2018, the Developer reasonably believes that the City will not Substantially Complete the East-West Frontenac Court Roadway Extension on or before July 31, 2018 (inclusive of all force majeure events), the Developer may demand that the City provide Developer with reasonable assurances that the City will Substantially Complete the East-West Frontenac Court Roadway Extension as and when required by this Agreement. Such assurances shall include a recovery plan which shall set forth a plan to ensure timely completion of the East-West Frontenac Court Roadway Extension and shall specify the methods to ensure timely Substantial Completion thereof, which may include but are not limited to: increasing manpower, working overtime, weekend work, and/or employing multiple shifts. If the Developer approves the recovery plan, the City shall diligently pursue and implement said recovery plan.
 - 4.2.2 If the City does not or is unable to, in Developer's reasonable discretion, deliver assurances of timely completion of the East-West Frontenac Court

¹ For the purposes of this Agreement, the term "**Substantially Complete**" (including all variations thereof) shall mean that the East-West Frontenac Court Roadway Extension is in a condition of readiness for industrial truck and vehicular traffic of the Developer and others who may have need to access the Developer Parcel or the City Parcel; provided, however, the City shall install the final pavement surface course no later than the applicable date set forth in Section 4.2.6.

Roadway Extension or a reasonable Developer-approved recovery plan within ten (10) days of receipt of the demand letter described in Section 4.2.1 above, then Developer shall be permitted to exercise self-help rights by delivering a notice of such intent to the City (a "Self-Help Notice") to take any and all actions reasonably necessary to complete the East-West Frontenac Court Roadway Extension ("Self-Help Rights"). If Developer exercises its Self-Help Rights pursuant to this Agreement, the City shall be deemed, without further action by the City, to have granted Developer, its contractors, subcontractors, and consultants a temporary right of access to stage equipment and materials over, on and across the City's properties as reasonably necessary to achieve Substantial Completion of the East-West Frontenac Court Roadway Extension in accordance with the East-West Frontenac Court Roadway Extension Plans.

- 4.2.3 Following Developer's delivery of the Self-Help Notice, the City shall cooperate with Developer's completion of the East-West Frontenac Court Roadway Extension, including but not limited to: (a) granting on an expedited basis (subject to compliance with Naperville Municipal Code requirements), all necessary permits, licenses and approvals needed to complete the East-West Frontenac Court Roadway Extension; (b) assigning for the benefit of Developer or granting licenses to Developer all East-West Frontenac Court Roadway Extension Plans and documentation needed to complete the East-West Frontenac Court Roadway Extension; (c) providing for prompt removal of all equipment, materials and other items that may hinder or impede Developer's completion of the East-West Frontenac Court Roadway Extension; (d) coordinating an efficient transition between the City and Developer of all matters relating to the construction of the East-West Frontenac Court Roadway Extension; and (e) conducting inspections of the various stages of the East-West Frontenac Court Roadway Extension, as and when required by City ordinances, on an expedited basis.
- 4.2.4 Prior to undertaking Self-Help Rights described above, the Developer shall submit proposed costs to complete the East-West Frontenac Court Roadway Extension in compliance with the East-West Frontenac Court Roadway Extension Plans to the City Engineer for approval, which approval shall not be unreasonably withheld ("Estimated Self-Help Amount"). The City Engineer shall issue its approval or provide reasonably detailed reasons for disapproval within seven (7) calendar days of receipt of the Estimated Self Help Amount. The City Engineer's failure to respond within such seven (7) day period shall result in the Estimated Self-Help Amount being deemed approved. If disapproved, Developer may resubmit revised estimates based on the City Engineer's comments, and the City Engineer shall promptly consideration such revised amounts for approval. The Developer shall notify the City Engineer of any increases to the Estimated Self-Help Amount prior to committing to payment of additional funds. If approved by the City Engineer, which approval shall not be unreasonably withheld, said

- increases shall be included in the final as-built Self-Help costs ("As-Built Self-Help Amount").
- 4.2.5 Upon completion of the East-West Frontenac Court Roadway Extension, the Developer shall provide the City Engineer with invoices and evidence of payment of the reasonable costs and expenses incurred in connection with Substantial Completion of the East-West Frontenac Court Roadway Extension as provided herein. The City shall pay the As-Built Self-Help Amount approved by the City Engineer no later than ninety (90) days after final completion of the East-West Frontenac Court Roadway Extension and receipt of invoices and evidence of payment related thereto. The Estimated Self-Help Amount and the As-Built Self-Help Amount shall not include design, engineering or attorneys' costs or fees unless specifically authorized by the City Engineer. A construction management fee of ten percent (10%) may be added to the Self-Help As-Built Amount.
- 4.2.6 Notwithstanding Developer's exercise of its Self-Help Rights, if at all, the final surface course of the East-West Frontenac Court Roadway Extension shall be installed, subject to force majeure events, by City, at the City's cost and expense, within thirty (30) days of receipt of notice from Developer that developer has commenced installation of the final asphalt surface course on the Developer Parcel. Notwithstanding the provisions of Section 11, such notice may be delivered to the City via electronic mail to the following address: novackw@naperville.il.us. In no event, however, shall the final surface course be installed and the East-West Frontenac Court Roadway Extension complete, after May 30, 2019 unless the notice referenced above has not been given .
- 5. **Sidewalk Contribution In lieu of Actual Installation.** The Developer shall be responsible for payment of a sidewalk fee-in-lieu payment of \$18,346.77 for the future installation of sidewalk along the North Aurora Road frontage of the Developer Parcel (based on 470.43 linear feet of frontage of Lot 1 at \$39.00/linear foot of frontage). Developer shall deposit this fee into escrow and such amount shall be disbursed to the City upon recordation of the Subdivision Plat.
- 6. **Off-Site Stormwater Detention.** By virtue of a Stormwater Detention Facility Covenant recorded with the DuPage County Recorder as R2011-06100, stormwater management for the Subject Property (the Developer Parcel and the City Parcel) is provided off-site for the Subject Property on Outlot A of the Naperville Center South Subdivision recorded with the DuPage County Recorder as R2013-024391.
- 7. **Easement Grants.** By separate instrument to be recorded with the DuPage County Recorder, certain easements shall be granted by the City and the Developer as generally described below:
 - **i.** A non-exclusive perpetual easement granted by the City to the Developer for stormwater discharge facilities to be located on the City Parcel.

- **ii.** A non-exclusive perpetual easement granted by Developer to the City for pump station access and a public utility easement on Developer's Parcel.
- **iii.** A non-exclusive perpetual easement granted by Developer on the Developer's Parcel for access to the City's Parcel.
- 8. **Binding Effect.** The City and Developer acknowledge and agree that the terms contained herein shall be binding upon and inure to the benefit of the City and the Developer and their respective successors, assigns, and any subsidiary, affiliate or parent of the Developer.

9. General Provisions.

- 9.1 <u>Severability</u>. 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.
- 9.2 <u>Amendment.</u> The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.
- 9.3 <u>Assignment.</u> This Agreement may not be assigned by either party without the written consent of the other party.
- 9.4 <u>Choice of Law and Venue</u>. 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.
- 9.5 <u>Ambiguity</u>. 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.
- 9.6 <u>Recordation</u>. This Agreement will be recorded with the office of the DuPage County Recorder.
- 9.7 <u>Term.</u> This Agreement shall be effective as of the date set forth on the City's signature page and shall terminate, without further action by either party, three (3) years after issuance of the final certificate of occupancy for the improvements on the Developer Parcel.
- 9.8 <u>Authority to Modify Timeframes</u>. Any provision herein which sets forth a timeframe for completion of any obligation may be revised upon written agreement of the City Engineer and the Developer.
- 10. **Authority to Execute.** The undersigned warrant and represent that they are authorized to execute this Agreement. Prior to Developer's acquisition of the Developer Parcel: (a) the City shall provide the Developer with a certified copy of the ordinance passed by the

Naperville City Council approving this Agreement; and (b) the Developer shall provide the City with a notarized copy of the resolution or minutes approving execution of this Agreement by IPT Naperville DC LLC.

11. **Notice.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, overnight courier or personal service, to the following addresses (except with respect to the notice required to Section 4.2.6 which may be delivered in the manner and to the person identified in such section):

IF TO THE CITY: IF TO THE DEVELOPER:

City Manager IPT Naperville DC LLC
City of Naperville c/o Black Creek Group
400 South Eagle Street 518 17th Street, Suite 1700
Naperville, Illinois 60560 Denver, Colorado 80202
Attn: General Counsel

Pursuant to the provisions of this paragraph, any Party may, at any time, change its address for the above purpose, by mailing at least ten days before the effective date thereof, a notice stating the change and setting forth the new address.

/SIGNATURES ON FOLLOWING PAGES/

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

DEVELOPER/IPT Naperville DC LLC

By:	BTC II Line Holdco LLC, a Delaware limited liability company, its sole member			
By:	BTC II Holdco LLC, a Delaware limited liability company, its sole member			
By:	Build-To-Core Industrial Partnership II LP, a Delaware limited partnership, its manager			
By:	IPT BTC II GP LLC, a Delaware limited liability company, its general partner			
By:	IPT Real Estate Holdco LLC, a Delaware limited liability company, its sole member			
By:	Industrial Property Operating Partnership LP, a Delaware limited partnership, its sole			
membe				
By:	Industrial Property Trust Inc., a Maryland corporation, its general partner			
-				
By:				
Name:				
Title:				
DATE				
DATE	: <u> </u>			
The fo	oregoing instrument was acknowledged before me by, this			
	, 2018.			
day of				
	Notary Public			

CITY OF NAPERVILLE

By:		
Douglas A. Krieger		
City Manager		
Attest		
By:		
Pam Gallahue, Ph.D.		
City Clerk		
DATE:		
The foregoing instrument was acknowledged before me by _day of, 2018.		, this
	Notary Public	

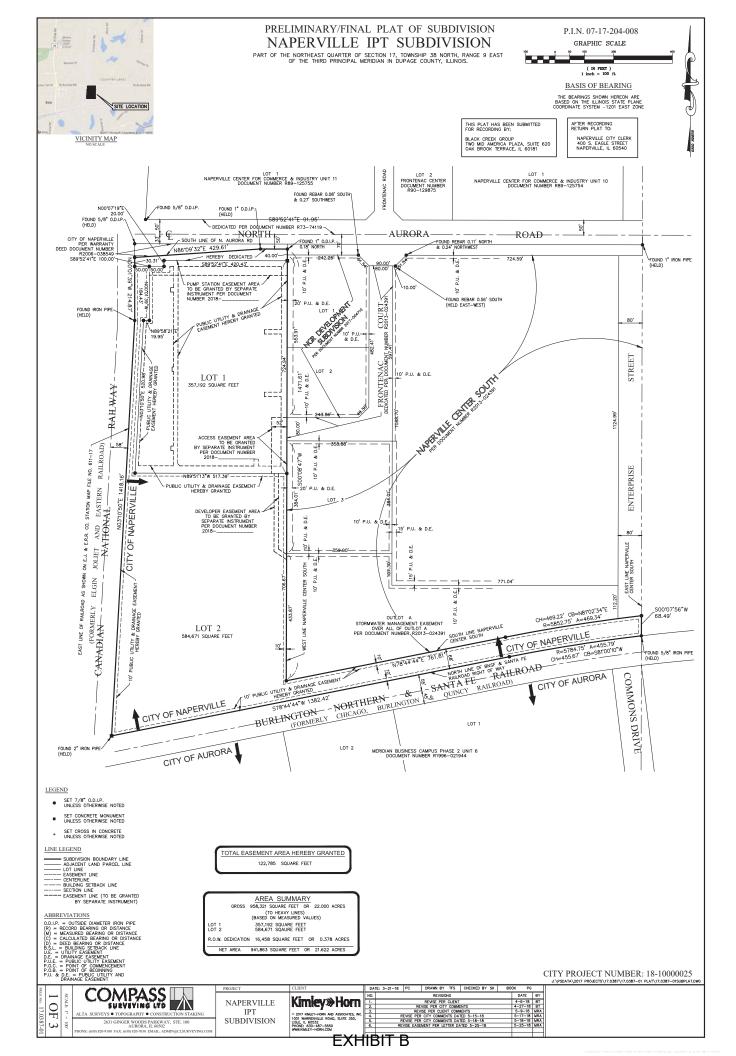
EXHIBIT A

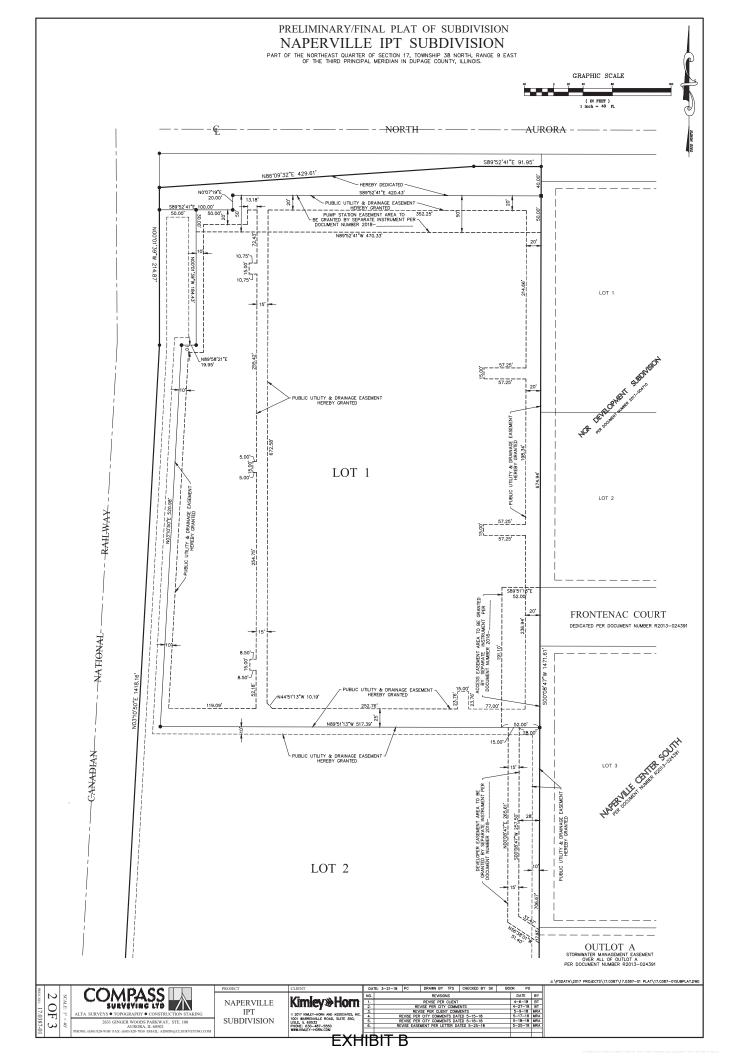
LEGAL DESCRIPTION OF SUBJECT PROPERTY

DEVELOPER PARCEL

LOT 1 IN NAPERVILLE I.P.T. SUBDIVISION, THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, DATED JUNE, 2018 AND RECORDED AS DOCUMENT NO				
P.I.N. 07-17-204-008 (Partial)				
Property Address: 540 Frontenac Court, Naperville, Illinois 60563				
CITY PARCEL				
LOT 2 IN NAPERVILLE I.P.T. SUBDIVISION, THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, DATED JUNE, 2018 AND RECORDED AS DOCUMENT NO				
P.I.N. 07-17-204-008 (Partial)				

Property Address: 535 Frontenac Court, Naperville, Illinois 60563





PRELIMINARY/FINAL PLAT OF SUBDIVISION NAPERVILLE IPT SUBDIVISION PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE	
STATE OF ILLINOIS) SS COUNTY OF DU PAGE)	
THIS IS TO CERTIFY THAT THE CITY OF NAPERVILLE, A MUNICIPAL CORPORATION AND HOME RULE UNIT OF LICAL COVERNMENT UNDER THE LAWS AND CONSTITUTION OF THE STATE OF LUNIOS, IS THE WAY OF THE CONSTITUTION OF THE STATE OF LUNIOS, IS THE WAY OF THE CONSTITUTION OF THE STATE OF SHOWN HEREON, FOR THE USES AND PROPOSES THERE AS IT FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STATE AND TITLE AFORESAD.	PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MAPERMILE, ILINOS ("CITY") AND TO THOSE PUBLIC UTILITY COMPANES OPERATING HINDER FRANCHES OR CONTRACT WITH THE CITY, OR OTHERWISE AUTHORIZED BY THE CITY, INCLUDING BUT IN OIL MIGHT BUT LINOS BELL TEEPHONE COMPANY DRA ATEXT
UNDER THE STILE AND ITTLE PROTESSIO. DATED AT NAPERVILLE, ILLINOIS, THIS DAY OF 2018. DATE MONTH	EASEMENTS ARE HEREBY PESERVED FOR AND GRANTED TO THE CITY OF MAPERMILE, LILNOIS (CITY) AND TO THOSE PUBLIC UTILITY COMARIES OPERATING UNDER FRANCHES OR CONTRACT WITH THE CITY, OR OTHERWISE AUTHORIZED BY THE CITY, INCLUDING BUT NOT LIMITED TO LILINOIS BELL TELEPHONE COMPANY BOA ATAIT, LILNOIS, NICOR GAS COMPANY, AND THESE SUCCESSORS AND ASSISTED FOR THE ONLY HOUSE AND THE CONTRACT REPORT. REPERTUAL, RICHT, PRIVILEE AND AUTHORITY TO INSTALL, SURVEY, CONSTRUCT, RECONSTRUCT, REPARK. NEPECT, MANTIANA, MO OPERATE VARIOUS UTILITY TRACKINSSION AND DISTRIBUTION SYSTEMS, COMMUNITY.
BY: ATTEST: SIGNATURE PRINT TITLE	ANTENNAE TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCHBASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID
TITLE: TITLE: PRINT TITLE	ANTENNAE TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANTARY SEMERS, TOCHTER WITH ANY AND ALL NICCESSAT MANHOLES, CATCHBASINS, COMECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPLIFERANCES AS SANT WE DEEMED MESSARY PS AND CITY, OVER, UPON, UNDER AND THROUGH SAND INDICATED ASSEMBLYS, TOCHTER WITH THE RIGHT OF ACCESS ARROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE MORK.
NOTARY'S CERTIFICATE	THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASTMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTUITIES. NO PERMARENT BUILDINGS SHALL BE PLACED ON SAID EASTMENTS, BUT SAME MAY SE USED FOR GARDENS, SHRUBS, LANDSOAPHNO AND OTHER PURPOSES THAT DO NOT THEN OR LATER WITH THE AFORESAND USES OR RIGHTS, WHERE AN EASTMENT IS USED BOTH FOR SEMERS AND OTHER UTUILIES, THE OTHER UTUITY INSTALLATION SHALL BE
STATE OF ILLINOIS)	SUBJECT TO THE ORDINANCES OF THE CITY OF WAFERVILLE.
COUNTY OF) SS	EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF NAPERVILE AND OTHER COVERNMENTAL AUTHORITIES HAVING JURISIOCITION OF THE LAND SUBDIVIDED HEREBY OVER THE ENTIRE EASEMENT AREA FOR MORESS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER COVERNMENTAL ERFORCS, INCLUDING BUT NOT LUMITED TO, WATER, STORM AND SANTARY SERVE SERVICE AND MAINTENANCE.
I, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID,	THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON, OVER,
DO HEREBY CERTIFY THAT	INSPECTING, INSTALLING, OPERATING, MAINTAINING, EVCHANGING, REDAVING, REPAIRING, TESTING, AND/OR REPLACING CITY OWNED TUTLYT REQUIREMENT AND METERS WHICH SERVE SAID PROPERTY, INCLUDING NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.
AND, PRINT NAME TITLE	
OF SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORCOING INSTRUMENT AS SUCH	DU PAGE COUNTY RECORDER'S CERTIFICATE
AND RESPECTFULLY, APPEARED	STATE OF ILLINOIS)
	COUNTY OF DU PAGE
BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNITARY ACT AND AS THE FREE AND VOLUNITARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.	THIS INSTRUMENT
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS	RECORDER OF DEEDS
	DUDAGE COUNTY OF EDVIS CERTIFICATE
NOTARY PUBLIC SIGNATURE	DU PAGE COUNTY CLERK'S CERTIFICATE STATE OF ILLINOIS)
PRINT NAME) SS COUNTY OF DU PAGE)
MY COMMISSION EXPIRES ON, 20	I, COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT ENERGIAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I, FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.
SCHOOL DISTRICT BOUNDARY STATEMENT	GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS,
STATE OF ILLINOIS)) SS	THISDAY OF, A.D., 20
COUNTY OF DU PAGE) THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND	COUNTY CLERK
STATES AS FOLLOWS: 1. THAT THE CITY OF NAPERVILLE IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON THIS	
PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO THE CITY OF NAPERVILLE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE; AND	SURVEYOR'S AUTHORIZATION TO RECORD
 TO THE BEST OF THE OWNERS KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS INDIAN PRAIRIE SCHOOL DISTRICT 204. 	I HEREBY DESIGNATE BLACK CREEK GROUP, AND/OR REPRESENTATIVES THEREOF, TO RECORD THIS PLAT. A TRUE COPY OF MHIGH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.
OWNER NAME: CITY OF NAPERVILLE	
BY: ATTEST: ITS: ITS:	DATED THISDAY OF
SUBSCRIBED AND SWORN BEFORE ME THIS DAY OF, A.D., 2018.	COMPASS SURVEYING LTD
NOTARY PUBLIC	PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184—002778 LICENSE EXPIRES 4/30/2019
	BY: SCOTT KREBS
CITY COUNCIL CERTIFICATE	ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
STATE OF ILLINOIS)) SS COUNTY OF DU PAGE)	EXPIRES 11/30/18
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS,	
AT A MEETING HELD THE DAY OF, A.D., 2018.	SURVEYOR'S CERTIFICATE
BY:ATTEST:CITY CLERK	STATE OF ILLINOIS) COUNTY OF KANE) SS
CITY TREASURER'S CERTIFICATE	I, SCOTT C. KREBS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:
STATE OF ILLINOIS)	THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION THE SOUTH LINE OF NORTH AURORA ROAD PER DOCUMENT NUMBER R2006—038549 AND THE WEST LINE EXTENDED NORTHERLY OF
COUNTY OF DU PAGE) SS L TREASURER FOR THE CITY OF NAPERVILLE, ILLINOIS, DO HEREBY CERTIFY, THAT THERE ARE NO	NAPERMILE CENTER SOUTH, RECORDED AS DOCUMENT R2013-024391; THENCE SOUTH 00 DECREES 08 MINUTES 47 SECONDS WEST, ALONS THE WEST LINE OF SAID MAPERMILE CENTRE SOUTH, 14TH, 16 FEET TO THE SOUTHWEST CORNER OF SAID NAPERMILE CENTER SOUTH; THENCE NORTH 78 DECREES 44 MINUTES 44 SECONDS EAST, ALONS THE SOUTH HINE OF SAID NAPERMILE CENTER SOUTH, 7618 FEET, THENCE EASTERLY
I, TERASURER FOR THE CITY OF NAPERVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINIOURN'S OF INVARIO CERTERY THAT OF OFFITTION SPECIAL ASSESSMENTS OF MAY DEFERRED INSTALLABURIS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED FLORE OF THE OFFIT OFFIT OF THE	ALUMUS INE. SOUTH LINE, OF SAID NAPERVILLE CENTER SOUTH, BEING A CURVE TO THE RIGHT HANING A RADIUS OF 9862-75 FEET, AN ARC DISTANCE OF 469.34 FEET TO THE LAST LINE SAID NAPERVILLE CENTER SOUTH; THENCE SOUTH 60 DEGREES OF MINUTES 56 SECONDS WEST ALONG SAID EAST LINE OF SAID NAPERVILLE CENTER SOUTH 68-89 FEET TO THE NORTH LINE OF THE BURLINGTION NORTHERN AND SAITA FE RAILROAD.
CITY TREASURER / DIRECTOR, FINANCE DEPARTMENT	THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERBIDAN DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION THE SOUTH LINE OF NORTH AURORA ROAD PER DOCUMENT NUMBER 2000—603649 AND THE WEST LINE CETHODED NORTHERRY OF MINUTES AURORA ROAD PER DOCUMENT NUMBER 2000—603649 AND THE WEST LINE CETHODE NORTHERRY OF MINUTES AND SECONDS WEST, ALONG THE WEST LINE OF SAD IMPERVILLE CONTRES SOUTH, 147-16) FEET TO THE SOUTHWEST CORNER OF SAD NAPERVILLE CENTER SOUTH, THENCE ADDRESS AND HAVE SECONDS EAST, ALONG THE WEST LINE OF SAD IMPERVILLE CENTER SOUTH, THENCE ADDRESS AND HAVE SECONDS EAST, ALONG THE SOUTH LINE OF SAD NAPERVILLE CENTER SOUTH, HENCE ADDRESS AND HAVE SECONDS WEST, ALONG THE SOUTH HAVE OF SAD NAPERVILLE CENTER SOUTH, BERN A CAPITAL PRINCIPAL SECONDS WEST ALONG SAD EAST LINE OF SAD NAPERVILLE CENTER SOUTH 644 PER TO THE RIGHT HAVING A RADIUS THENCE SOUTH OF DEFECT TO THE NORTH LINE OF THE BURNLINGTON NORTHERN AND SANTA FE RAILFORD RIGHT OF WAY, THENCE WESTERLY ALONG SAD NORTH RIGHT OF WAY LINE, SECONDS WEST, ALONG SAD CANADAM NATIONAL RAILWAY, FORWERLY LEGIN, SOUTH 644 PER VALUE AND SECONDS WEST, ALONG SAD CANADAM NATIONAL RAILWAY, FORWERLY LEGIN, SOUTH AND ASSAT ALONG SAD CANADAM NATIONAL RAILWAY, FORWERLY LEGIN, SOUTH SAD CONSIDER SAD CANADAM NATIONAL RAILWAY, FORWERLY LEGIN, SOUTH SAD SCENERS OF MINUTES SO SCONDS WEST, ALONG SAD CANADAM NATIONAL RAILWAY, FORWERLY LEGIN, SOUTH SAD SCONDS WEST, ALONG SAD CANADAM NATIONAL RAILWAY FOR WEST AND SAD CANADAM NATIONA
SURFACE WATER STATEMENT	1418.16 FEET, THENCE MORTH OD DEGREES OI MINUTES 39 SECONDS WEST, ALONG SAD CAMADIAN HARDMAL RAILWAY EAST LINE, 214.87 FEET TO THE SOUTH LINE OF NORTH AURORA ROAD PER SAD DOCUMENT NUMBER ROOG-038549. THENCE NORTH 86 DEGREES SQ MINUTES 32 SECONDS EAST ALONG THE SOUTH LINE OF SAID ROAD, 428.61 FEET, THENCE SOUTH 86 DEGREES SQ MINUTES 31 SECONDS EAST ALONG THE SOUTH LINE OF
STATE OF ILLINOIS)	
SS COUNTY OF DU PAGE)	AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. THIS SUBDIVISION IS WITHIN THE CITY OF NAFEWILLE WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS
TO THE BEST OF OUR ENOMEDOC AND BELIEF THE DRAWAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PAST THEREOF, OR, THAT IF SUCH SURFACE WATER DRAWAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SURFACE WITHERS SHOT PUBLIC AREAS, OR DWANNES WHICH THE COLLECTION AND DIVERSION OF SURFACE WHITE SHOT PUBLIC AREAS, OR DWANNES WHICH THE COLLECTION OF THE SURFACE WATER SHOT PUBLIC AREAS, OR DWANNES WHICH THE COLLECTION OF THE SUBDIVISION OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL ON THE SUBDIVISION.	AUTHORIZED BY THE STATE OF LIANOS ACCORDING TO 65 ILCS 6/1-12-4, AS HERETOTORE AND HEREATTER AMENDED, AND THIS STATE FALLS WITHOUT ONDER AREAS ZOOME ("AGRAS DETERMINED TO BE OUTSIDE THE CLZS ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP, MAP NUMBER 17043C0704H, HAWING AM EFFECTIVE DATE OF DECEMBER 16, 2004. GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS
DATED THISDAY OF, A.D., 20	THIS DAY OF
ILLINOIS REGISTERED PROFESSIONAL ENGINEER	COMPASS SURVEYING LTD
STATE REGISTRATION NUMBER	PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184-002778 LICENSE EXPIRES 4/30/2019
REGISTRATION EXPIRATION / RENEWAL DATE	• •
OWNER NAME:	BY: SCOTT C. KREBS ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
BY: ATTEST: SIGNATURE SIGNATURE	ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509 LICENSE EXPIRES 11/30/2018
TITLE: PRINT TITLE PRINT TITLE	

NAPERVILLE IPT SUBDIVISION

3 OF 3

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2017 RIMEY-HORN AND ASSOCIATES, INC.
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11312, I. 66307—5550
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EXHIBIT B

STATEMENT OF GENERAL CONDITIONS

The following information represents general requirements to be fulfilled by the Developer through the development of the Developer's Parcel 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 listed in the Developer's Acknowledgement and Acceptance Agreement for the Naperville I.P.T. Subdivision ("Agreement").

Public Improvements: Unless otherwise noted in the Agreement, the Developer will construct all public improvements shown on the final engineering Plans at its sole cost.

Building Permits: No building permits shall be issued for a particular lot or parcel within the Developer Parcel until the Transportation, Engineering, and Development Business Group, the Public Utilities Department, and the 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 person or entity 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 Developer's Parcel for which connection and service is requested.

Facility Installation Charges and User Fees: Any person or entity 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 Developer's Parcel for which connection and service is requested.