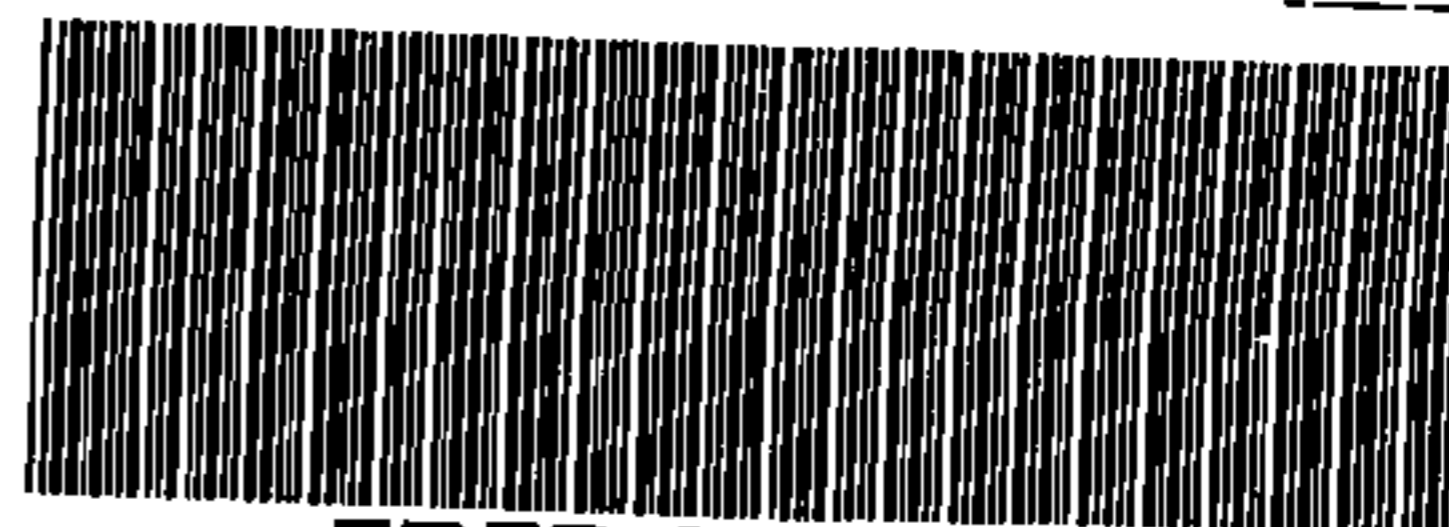


14  
PROPERTY ADDRESS:

P.L.N.

WHEN RECORDED  
RETURN TO:

City Clerk  
City of Naperville  
400 South Eagle Street  
Naperville, IL 60540



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

APR. 14, 2009

9:33 AM

OTHER

07-13-430-012

004 PAGES

R2009-054299

60540

**CITY OF NAPERVILLE  
FIRE SUPPRESSION SYSTEM INSTALLATION AGREEMENT**

12  
WHEREAS, BRUCE G. HERBERT is the owner of certain real property located at 22, 24, 26 W. JEFFERSON, P.I.N. Number(s) 0713430012 in the City of Naperville (hereinafter "Subject Property"); and 22, 24, 26 W. JEFFERSON

WHEREAS, one or more structures are located on the Subject Property; and

WHEREAS, the owner of the Subject Property has applied to the City of Naperville (hereinafter "City") for a building permit which will affect all or a portion of the structures on the Subject Property (hereinafter "New Construction"); and

WHEREAS, the provisions of this Agreement shall inure to and be binding upon the owner of the Subject Property and upon the owner's heirs, assigns, transferees, executor, agents and representatives (hereinafter cumulatively referenced as "Owner"),

WHEREAS, said New Construction shall be built in compliance with the fire suppression requirements contained in the Naperville Municipal Code (hereinafter "City Code"); and

WHEREAS, the remainder of the structure(s) on the Subject Property, other than the New Construction, (hereinafter "Remaining Structure") is not in compliance with the fire suppression requirements contained in the City Code; and

WHEREAS, Section 5-1A-3 Section 3401 of the City Code provides a means for the Owner of the Subject Property to bring the Remaining Structure into compliance with the City Code over a period of up to ten years from the date of permit issuance for the change of use, addition, alteration, or repair of the New Construction.

**NOW THEREFORE**, in consideration of the issuance of the building permit for the New Construction, and in compliance with the City Code, as amended from time to time, the Owner hereby agrees as follows:

1. The foregoing Recitals are substantive and are incorporated in this Section 1 as though fully set forth.
2. On or before 1/1/2019 [hereinafter the "Fire Suppression Compliance Deadline"] the Owner shall cause all portions of the Remaining Structure to be brought into compliance with the fire suppression requirements of the City Code then in effect. To accomplish this, Owner shall submit a proposed fire suppression plan by which the Owner intends to bring the Remaining Structure into compliance with the fire suppression requirements of the City Code then in effect to the Naperville Fire Department and to the City's Transportation, Engineering and Development Department. Said plan must be approved in writing by the City prior to its installation. The Owner shall, at Owner's sole cost, implement the approved fire suppression plan on or before the Fire Suppression Compliance Deadline.
3. This Agreement shall 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 contained herein shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
4. The undersigned represents and warrants that he or she is authorized to bind the Owner of the Subject Property to the obligations set forth herein, and that he has read and understands the obligations and responsibilities set forth herein and has had an opportunity to review and discuss the foregoing with legal counsel of his or her choosing.
5. If the Owner of the Subject Property is other than an individual, the appropriate evidence of authority to bind and enter into this Agreement shall be attached as an exhibit to this Agreement or shall be identified and incorporated by reference.
6. If any provision of this Agreement, or the application of such provision, is rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.
7. If the Owner fails to abide by the obligations and responsibilities set forth herein, the City may take any action it deems appropriate to enforce such obligations and responsibilities and the Owner shall be liable for the payment of all reasonable attorneys' fees and costs associated with such actions. If such fees and costs are not promptly paid by the Owner, they may be filed as a lien against the Subject Property.

8. This Agreement shall constitute a covenant running with the land. A copy of this Agreement shall be recorded on the Subject Property with the Office of the Recorder in which the Subject Property is located.

**CITY OF NAPERVILLE**

By: *Douglas A. Krieger* By: *Pam LaFeber*  
Douglas A. Krieger Pam LaFeber  
City Manager City Clerk

**OWNER:**

By: *Bruce G. Herkert*  
Name: BRUCE G. HERKERT

Its: \_\_\_\_\_

State of Illinois )  
County of DuPage ) SS

The foregoing instrument was acknowledged before me on behalf of BRUCE G. HERKERT  
this 2 day of Jan., 2009 A.D. by HIS, its

*Linda Kallas*  
Notary Public  
Linda Kallas  
Print Name



This document was prepared by the City of Naperville's Legal Department, 400 S. Eagle Street, Naperville, Illinois 60540.

H:\DATA\Lord\Fire Suppression Agreement.doc

LOT 5 (EXCEPT THE WEST 21.4 FEET THEREOF) IN BLOCK 16 IN PLAT  
OF THE TOWN OF NAPERVILLE, BEING A SUBDIVISION IN THE SOUTH  
HALF OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED FEBRUARY 15, 1842 AS DOCUMENT 131 IN DUPAGE COUNTY,  
ILLINOIS.

Subject to easements, covenants and restrictions of record, and taxes  
for 1986 and subsequent years.

Permanent Parcel No. 07-13-430-012

Commonly Known As: 22, 24, 26 West Jefferson Street  
Naperville, Illinois 60540

MAIL TO  
LAW BULLETIN TITLE SERVICES  
P. O. BOX 834  
WHEATON, IL 60189-0834

JAS22L

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