

PROPERTY ADDRESS:
1111 S. Washington St.
Naperville, IL 60540

P.I.N.
08-30-110-024

**WHEN RECORDED
RETURN TO:**
City Clerk
City of Naperville
400 South Eagle Street
Naperville, IL 60540



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
JAN 26 2016 8:23 AM
OTHER \$31.00 08-30-110-024
005 PAGES R2016-007817

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

WHEREAS, WASHINGTON STREET PROPERTIES, LLC, is the owner (hereinafter "Owner") of certain real property located at 1111 S. Washington Street, Naperville, Illinois 60540, P.I.N. Number 08-30-110-024 in the City of Naperville (hereinafter "Subject Property"); and

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

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

WHEREAS, the Owner obtained a building permit from the City for the New Construction and built the New Construction in compliance with the fire suppression requirements contained in the Naperville Municipal Code (hereinafter "City Code"); and

WHEREAS, Section 5-1A-3, 3403.1 of the City Code authorizes the City to defer installation fire suppression systems for those portions of the building not affected by the New Construction (hereinafter "Remaining Structure") for a period of up to ten (10) years; and

WHEREAS, the City previously exercised its authority under Section 5-1A-3, 3403.1 by deferring the Owner's obligation to install a fire suppression system in the Remaining Structure in accordance with the terms of the letter attached as Exhibit A; and

WHEREAS, pursuant to Exhibit A, the Owner is obligated to install a fire suppression system compliant with City Code throughout the Remaining Structure by April 14, 2018; and

WHEREAS, the current economic climate has had a disparate negative impact on the City's retail vacancy rate, which was approximately thirteen (13) percent in the first quarter of 2010 as compared to the national average of approximately nine (9) percent and the Chicagoland area's average of ten (10) percent; and

WHEREAS, the Owner will incur substantial cost and significant disruption to its tenants by installing a fire suppression system throughout the Remaining Structure; and

WHEREAS, the City is committed to partnering with the business community to stimulate healthy and continued economic growth by reducing the city's commercial vacancy rate; and

WHEREAS, providing the Owner with additional time to install a fire suppression system in the Remaining Structure will delay the substantial cost of installation and prevent disruption to the Owner's tenants during these difficult economic times; and

WHEREAS, on October 5, 2010, the Naperville City Council approved a delayed installation schedule for fire suppression systems in the Remaining Structure for a period of three (3) years from the date identified in Exhibit A, subject to the Owner entering into this agreement (hereinafter "Agreement"); and

WHEREAS, the provisions of this Agreement shall inure to and be binding upon the Owner and upon the Owner's heirs, assigns, transferees, executor, agents and representatives.

NOW THEREFORE, in consideration of the delaying enforcement of the Owner's obligation to install a fire suppression system in the Remaining Structure for a period of three (3) years, 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 April 13, 2021 [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 timely 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, the City may take such actions as it deems appropriate, including but not limited to revoking the occupancy permit for the Subject Property or filing 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: Doug A. Krieger
Douglas A. Krieger
City Manager

Attest
By: Pam LaFeber
Pam LaFeber
City Clerk



OWNER:

By: Gerald A. Cassioppi

Name: Gerald A. Cassioppi

Its: Manager

State of Illinois)
) SS
County of DuPage)

The foregoing instrument was acknowledged before me on behalf of WASHINGTON STREET PROPERTIES
this 8th day of December, 2015 A.D. by GERALD CASSIOPPI, its LLC
MANAGER.

Lenore Harast
Notary Public

LENORE HARAST
Print Name



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

H:\Department\TED\DRTGroups\Agreements\Fire Suppression Agreement\CC Agenda Item - 3 year deferral Oct 2010\3 Yr Extension

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1: THAT PART OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD

THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF JOLIET-NAPERVILLE ROAD WITH THE WESTERLY LINE OF LOT 15 OF THE PLAT OF PARTITION OF BAILEY HOBSON ESTATE AND RUNNING THENCE NORTH 64 DEGREES 26 MINUTES 46 SECONDS WEST ALONG THE CENTER LINE OF SAID ROAD, A DISTANCE OF 192.12 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTER LINE 96.92 FEET; THENCE SOUTH 03 DEGREES 39 MINUTES 14 SECONDS WEST 230 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 46 SECONDS EAST 100.00 FEET; THENCE NORTHERLY 230.00 FEET TO THE POINT OF BEGINNING (EXCEPTING THAT PORTION TAKEN FOR HIGHWAY PURPOSES ALONG THE NORTHERLY LINE OF SAID PREMISES), ALL IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY A

PERMANENT EASEMENT RECORDED JUNE 5, 1985 AS DOCUMENT R85-42700 FOR INGRESS,

EGRESS AND PARKING OVER, UNDER AND ACROSS THAT PORTION OF THE FOLLOWING DESCRIBED LAND DESIGNATED AS PARKING LOT ON EXHIBIT C ATTACHED THERETO: THAT PART OF THE NORTH 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS NAPERVILLE ROAD OR RIVER ROAD (ALSO DESIGNATED AS STATE AID ROUTE 19) AT A POINT WHICH IS 32.25 FEET WESTERLY FROM, MEASURED AT A RIGHT ANGLE TO, THE WESTERLY LINE OF LOT 15 ON A PLAT OF THE PARTITION OF THE LANDS OF WHICH BAILEY HOBSON DIES SEIZED; THENCE SOUTHWESTERLY PARALLEL TO THE SAID WESTERLY LINE OF SAID LOT 15 AND 31.5 FEET DISTANT THEREFROM 215 FEET; THENCE WESTERLY 117 FEET TO A POINT WHICH IS 230 FEET SOUTHEASTERLY FROM THE CENTER LINE OF SAID PUBLIC HIGHWAY ON A STRAIGHT LINE THAT INTERSECTS A POINT IN THE SOUTHERLY LINE OF SAID PUBLIC HIGHWAY WHICH IS 150 FEET WESTERLY, MEASURED ALONG SAID HIGHWAY SOUTHERLY LINE FROM THE FIRST ABOVE DESCRIBED COURSE; THENCE NORTHWESTERLY 230 FEET TO THE CENTER LINE OF SAID PUBLIC HIGHWAY ON A STRAIGHT LINE THAT INTERSECTS A POINT IN THE SOUTHERLY LINE OF SAID PUBLIC HIGHWAY WHICH IS 150 FEET WESTERLY, MEASURED ALONG SAID HIGHWAY SOUTHERLY LINE, FROM THE FIRST ABOVE DESCRIBED COURSE; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID PUBLIC HIGHWAY TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS

Common Address: 1111 S. Washington Street, Naperville, IL

Permanent Index Number: 08-30-110-024