

RESOLUTION NO. 06 - 077

**A RESOLUTION APPROVING AN AMENDED AGREEMENT
FOR DEDICATION OF PRIVATE STREETS
BETWEEN THE CITY OF NAPERVILLE
AND THE WOODS OF RIVERMIST HOMEOWNER'S ASSOCIATION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule authority as follows:

SECTION 1: The Amended Agreement between the City of Naperville and the Woods of Rivermist Homeowners Association for dedication of private streets from the Woods of Rivermist Homeowner's Association to the City of Naperville, attached to this Resolution as Exhibit A, is hereby approved.

SECTION 2: The City Manager and City Clerk are hereby authorized to execute the attached Amended Agreement on behalf of the City of Naperville. The City Clerk is directed to record the attached Amended Agreement with the DuPage County Recorder.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval.

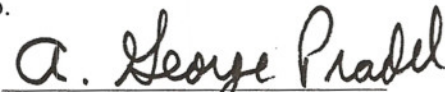
ADOPTED this 3rd day of October, 2006.

AYES: PRADEL, ELLINGSON, FURSTENAU, KRUAUSE, MILLER, ROSANOVA,
 SENGER, WEHRLI

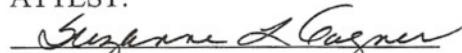
NAYS: NONE

ABSENT: BOYAJIAN

APPROVED this 4th day of October, 2006.


A. George Pradel
Mayor

ATTEST:


Suzanne L. Gagner, CMC

R 2006-184091
11/2/06

PROPERTY ADDRESS:

**Knoch Knolls Road,
Naperville, Illinois**

**Lot A of The Woods of
Rivermist Subdivision**

P.I.N. 02-06-310-019-0000

**Return to:
City Clerk
City of Naperville
P.O. Box 3020
Naperville, IL 60566-7020**

**AMENDED AGREEMENT FOR DEDICATION OF PRIVATE STREETS
BETWEEN THE CITY OF NAPERVILLE AND
THE WOODS OF RIVERMIST HOMEOWNERS ASSOCIATION**

THIS AGREEMENT is entered into this 7th day of August, 2006,
between The Woods of Rivermist Homeowner's Association, duly incorporated under the laws
of the State of Illinois as a not-for-profit corporation, 25 W 560 Geneva Road, Suite 16, Carol
Stream, Illinois, 60188 ("Owners") and the City of Naperville, an Illinois Municipal Corporation,
400 South Eagle, Naperville, Illinois 60566-7020, ("City").

RECITALS:

WHEREAS, the Owners own the private streets, curbs, gutters, storm sewers, and side
walks (hereinafter referred to collectively as the Facilities) for the subdivision commonly known
as The Woods of Rivermist, located in the vicinity of Knoch Knolls Road and the West Branch
of the DuPage River as described and depicted on the Plat of Subdivision for The Woods of
Rivermist dated 7-1-92 and recorded in the Office of the Will County Recorder under Document
Number R93-103828, and pursuant to the provisions of an Annexation Agreement for the

Property Commonly Known as The Woods of Rivermist Subdivision approved by Naperville City Council Ordinance 89-15 recorded in the Office of the Will County Recorder under number R93-018009; and

WHEREAS, the Owners also own or have the maintenance obligation for all storm water retention ponds, street signs and decorative street lights located in The Woods of Rivermist Subdivision which, for the purposes of this Agreement, are specifically not included in the "Facilities" being dedicated to the City; and

WHEREAS, sidewalks within The Woods of Rivermist Subdivision shall be repaired, maintained and replaced with the same cost sharing provisions that are applicable to other public sidewalks within the City, except that the Homeowners Association shall be responsible for the actual repair, maintenance or replacement of decorative sidewalks within the Subdivision, and the City's sole responsibility will be to contribute to the Association the then current customary amount applicable to the other public sidewalks for standard concrete sidewalks after the work has been completed, inspected and approved by the City. The Homeowners Association shall be solely responsible for all costs related to the decorative portion of repair or replacement of the sidewalks. All reimbursements from the City under this Agreement shall be pre-approved in writing by the City in advance of any repair or replacement. The amount of the reimbursement may be amended from time to time, but shall be the amount as applicable to the entire City at the time the sidewalk repair or replacement has been completed; and

WHEREAS, the Owners have petitioned the City of Naperville to accept dedication of the Facilities, and to maintain the Facilities as provided for herein, and have prepared a Plat of Dedication for Lot A of The Woods of Rivermist Subdivision, in a form suitable for recording; and

WHEREAS, the parties have agreed that those areas within Woods of Rivermist that do not have sidewalks as of the effective date of this Amended Agreement shall be deemed to be "No Build" areas for purposes of the City's comprehensive sidewalk policy; and

WHEREAS, the Owners have agreed to compensate the City in the amount of \$52,000 for accepting responsibility for the Facilities as described herein; and

WHEREAS, the City has inspected the Facilities and finds them to be in acceptable condition; and

WHEREAS, the City has determined that it will benefit the interests of all of its citizens to accept the dedication of the Facilities and to maintain them in accordance with City standards; and

WHEREAS, the parties to this Agreement have determined it is in their mutual best interests to clarify the rights, duties and obligations with respect to the Facilities.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree that:

1. The above-stated recitals are substantive and are incorporated in this paragraph 1 as though fully set forth.
2. The Plat of Dedication of Lot A is attached hereto and made part hereof as Exhibit A.
3. A Resolution of The Woods of Rivermist Homeowner's Association ("Owners"), passed in accord with Illinois Revised Statutes 765 ILCS 605/14.2 and the provisions and by-laws contained in the Declaration of Covenants and Restrictions for The Woods of Rivermist dated November 23, 1993 and Recorded in the Office of the Will County Recorder under

Document Number R93-105387 approving this Amended Agreement and the dedication of Lot A to the City, and specifically excluding Lot A from the assessments provided for in the Declaration of Covenants and Restrictions for The Woods of Rivermist, is attached hereto and made part hereof as Exhibit B. The Homeowners Association shall remain responsible for all the obligations contained in this Agreement as amended from time to time unless and until this Agreement is terminated by mutual agreement of the City Council and the Homeowners Association.

4. Upon completed execution of this Agreement, this Agreement, including Exhibits A and B, shall be recorded in the Office of the Will County Recorder.

5. Except as otherwise provided for herein, after acceptance by the City of the Facilities as provided herein, the Owners shall continue in perpetuity to be responsible for any and all upkeep, maintenance and repair of storm water retention ponds, street signs, and decorative street lighting and sidewalks (as provided herein) in The Woods of Rivermist Subdivision.

6. If the Owners fail in their responsibility for the upkeep, repair and maintenance of the storm water retention ponds, street signs, decorative street lighting and/or sidewalks located in The Woods of Rivermist Subdivision to minimum City standards, the City reserves the right, but is not obligated to, take any action needed to bring them up to City standards and to assess the Owners therefore, and the Owners shall reimburse the City within thirty (30) calendar days of receipt of such assessment. The Owners shall indemnify, hold harmless and defend the City, its agents, officials, and employees, against all injuries, losses, damages to property or otherwise, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and the costs of in-house counsel, which may in any way accrue against the City as a consequence of performing such repairs or maintenance, or contracting for such work to be performed, and assessing the Owners therefore as provided in this paragraph, except for negligent or willful acts of the City.

7. Upon dedication of the Facilities, the Owners shall comply with all City ordinances and policies that are applicable to public streets, curbs, gutters, storm sewers and sidewalks including, without limitation, parking and traffic regulations.

8. Upon dedication of the Facilities, the City shall maintain the Facilities within the curb lines and provide deicing, snow plowing services, street sweeping, brush collection, leaf collection and tree/brush trimming in accordance with City policies for similarly situated public streets.

9. It is agreed that the following areas of the Woods of Rivermist Subdivision, which do not currently have sidewalks, shall be designated as "No Build" areas for purposes of the City's comprehensive sidewalk policy: Crooked Tree Court, Trappers Court, Settlers Court, Scotts Bridge Road (south side), Settlers Drive (east side).

10. In order to compensate the City for the costs associated with assuming the responsibility for the repair and maintenance of the Facilities, the Owners will pay the City \$52,000 upon execution of this Agreement.

11. If, in the future, the Owners request that the City become additionally responsible for the street lighting system, sidewalks, street signs, or the storm water retention ponds in The Woods of Rivermist Subdivision, this Agreement may be amended as the parties hereto then agree.

12. This Agreement sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions, or understandings between the parties, either oral or written, other than those contained in this Agreement.

13. The terms of this Agreement may only be modified or amended by the written agreement of both parties.

14. This Agreement shall not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld.

15. 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.

16. The parties hereby warrant that this Agreement is executed by the respective parties in accordance with resolutions or ordinances duly adopted by their governing boards.

17. This Agreement shall be effective as of the date it is fully executed.

THE PARTIES have read and fully understand the terms and conditions of this Agreement and intend to be bound hereby.

**THE WOODS OF RIVERMIST
HOMEOWNERS ASSOCIATION
[Owners]**

By: Douglas C. Dowden
[Name] DOUGLAS C. DOWDEN
[Title] PRESIDENT

ATTEST:

By: Ronald Hamburge
[Name] Ronald Hamburge
[Title] Vice President

CITY OF NAPERVILLE

By: Peter T. Burchard ACM
Peter T. Burchard
City Manager

ATTEST:

By: Suzanne L. Gagner
Suzanne L. Gagner
City Clerk

PLAT OF DEDICATION TO THE CITY OF NAPERVILLE, ILLINOIS.

PART OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 10 EAST
OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

LEGAL DESCRIPTION

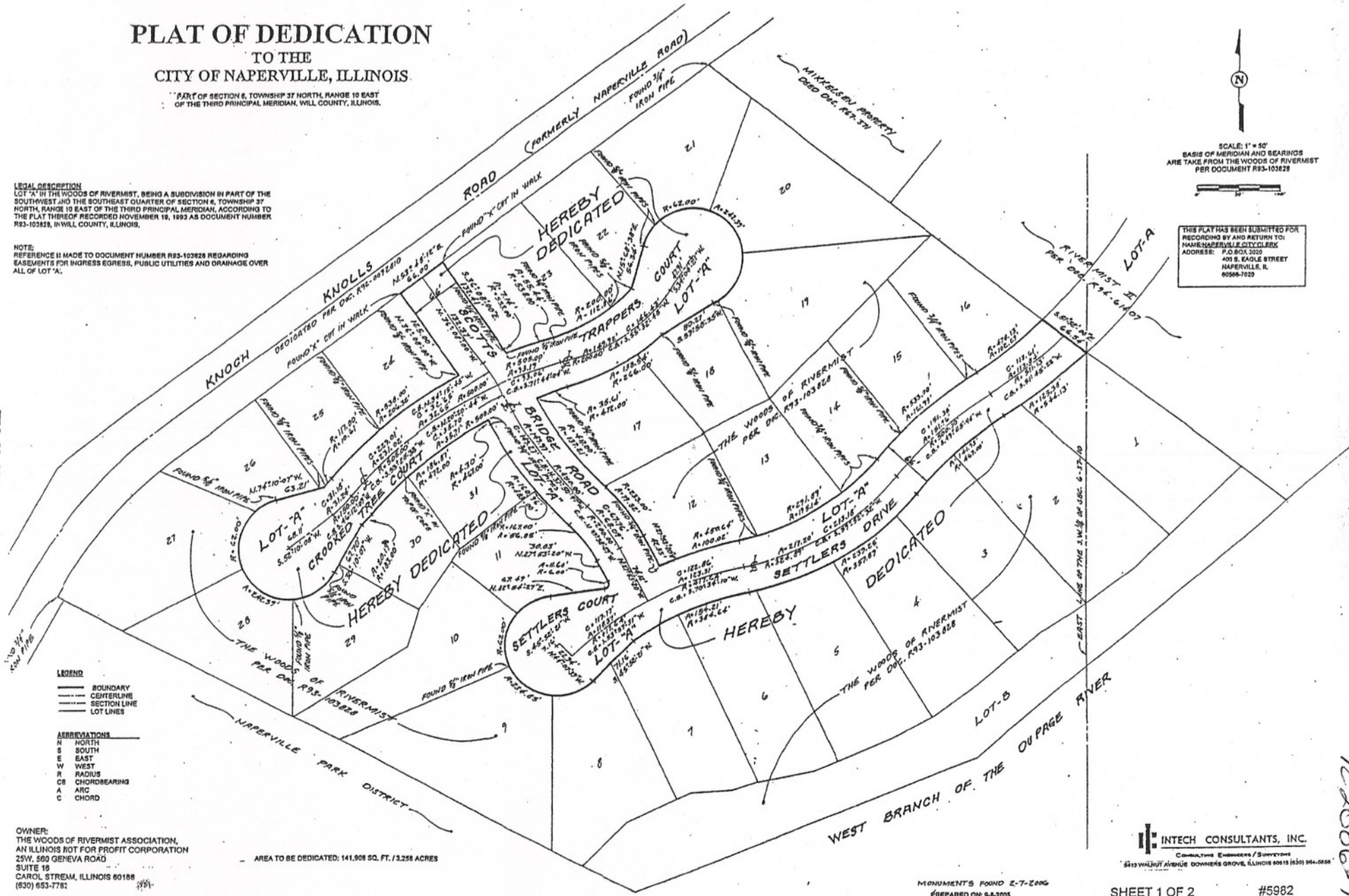
LOT "A" IN THE WOODS OF RIVERMIST, BEING A SUBDIVISION IN PART OF THE SOUTHWEST AND THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 19, 1993 AS DOCUMENT NUMBER R93-103828, IN WILL COUNTY, ILLINOIS.

NOTE:
REFERENCE IS MADE TO DOCUMENT NUMBER R93-103828 REGARDING EASEMENTS FOR INGRESS EGRESS, PUBLIC UTILITIES AND DRAINAGE OVER ALL OF LOT "A".

SCALE: 1" = 50'
BASIS OF MERIDIAN AND BEARINGS
ARE TAKE FROM THE WOODS OF RIVERMIST
PER DOCUMENT R93-103828

THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY AND RETURN TO:
NAPERVILLE CITY CLERK
ADDRESS: P.O. BOX 3000
401 S. EARLE STREET
NAPERVILLE, IL
60566-7020

EXHIBIT A



- LEGEND**
- BOUNDARY
 - CENTERLINE
 - SECTION LINE
 - LOT LINES
- ABBREVIATIONS**
- N NORTH
 - S SOUTH
 - E EAST
 - W WEST
 - R RADIUS
 - CB CHORDBEARING
 - A ARC
 - C CHORD

OWNER:
THE WOODS OF RIVERMIST ASSOCIATION,
AN ILLINOIS NOT FOR PROFIT CORPORATION
25W, 560 GENEVA ROAD
SUITE 10
CAROL STREAM, ILLINOIS 60188
(830) 653-7781

AREA TO BE DEDICATED: 141,908 SQ. FT. / 3,258 ACRES

MONUMENTS FOUND E-7-2006
PREPARED ON: 9-8-2005

INTECH CONSULTANTS, INC.
CONSULTING ENGINEERS/SURVEYORS
8415 WALNUT AVENUE, DOWNERS GROVE, ILLINOIS 60515 (630) 944-8866

140481-1840471

RESOLUTION

WHEREAS, The Board of Directors of The Woods of Rivermist Homeowners Association, an Illinois not-for-profit corporation ("Homeowners Association") negotiated with the City of Naperville, an agreement to dedicate the private roads within the Subdivision, making the roads public roads; and

WHEREAS, Illinois Compiled Statute 765 ILCS 605/14.2 requires that 2/3 of the owners within the Subdivision approve the dedication of the private roads to the City of Naperville; and

WHEREAS, the Homeowners Association petitioned the City of Naperville to accept the dedication of the facilities (as defined in the agreement with the City of Naperville) and to maintain the facilities as provided in the Agreement.

WHEREAS, the Board of Directors called a meeting of the Owners pursuant to the terms of the Declaration of Covenants and Restrictions for The Woods of Rivermist recorded November 24, 1993 as Document No. R93-105387, in Will County, Illinois to approve the Agreement for Dedication of Private Streets Between The City of Naperville and The Woods of Rivermist Homeowners Association; and

WHEREAS, more than 2/3 of the Owners within The Woods of Rivermist approved the dedication of the private roads to the City of Naperville at a meeting of the Owners on September 13, 2005;

WHEREAS, the Owners within The Woods of Rivermist, at the September 13, 2005 meeting, further directed the Board of Directors to petition the City of Naperville to declare areas within The Woods of Rivermist currently without sidewalks as "no build" areas with the City of Naperville;

WHEREAS, the City of Naperville approved the Agreement for Dedication of Private Streets Between the City of Naperville and The Woods of Rivermist Homeowners Association by Resolution 06-17 on March 22, 2006;

WHEREAS, the City of Naperville and The Woods of Rivermist Homeowners Association have decided to amend and restate the Agreement for Dedication of Private Streets Between the City of Naperville and The Woods of Rivermist Homeowners Association to add the "no build" designation to the Agreement;

WHEREAS, the Board of Directors of The Woods of Rivermist Homeowners Association was authorized, at the September 13, 2005 meeting of the Owners, to approve the final agreement with the City of Naperville;

NOW, THEREFORE, the following are resolved: