

**IMPROVEMENT & DEDICATION AGREEMENT
WITH THE JOLIET PARK DISTRICT**

Park Site Located in Lakewood Prairie Subdivisions

This Improvement & Dedication Agreement (this “Agreement”) is made and entered into as of this ____ day of _____, 2024 by and between **CALATLANTIC GROUP, LLC**, a Delaware limited liability company (the “**Developer**”), and the **JOLIET PARK DISTRICT** (the “**Park District**”).

WITNESSETH

WHEREAS, Developer is the contract purchaser of certain land in Unit 3 of the Lakewood Prairie Subdivision (the “Subject Property”), which is in the City of Joliet, Illinois (the “**City**”), and which will be developed with two hundred thirteen (213) single family homes as depicted on the final PUD plat approved by the City;

WHEREAS, Developer, in relation to its obligations under the City of Joliet Land / Cash Ordinance # 17193 (the “**Land Cash Ordinance**”), has agreed to convey to the Park District the following described land as a park, greenway, or natural area (the “**Park Site**”):

“Outlot M” containing approximately 2.93 acres of land (subject to minor adjustments at the time of final platting), more or less as depicted on the final PUD plat prepared by Mackie Consultants, LLC, dated _____, last revised _____ (the “**Final Plat**”), and attached hereto as **Exhibit A**;

WHEREAS, Developer, in relation to its obligations under the Land Cash Ordinance, agrees to make certain improvements to the Park Site and dedicate the Park Site to the Park District as set forth herein;

WHEREAS, the Park Site dedication, improvements, and contributions contained herein this Agreement shall be in full satisfaction of the any and all requirements set forth in the Land Cash Ordinance and this Agreement shall supersede any and all previous agreements or understandings with respect to the Subject Property; and

WHEREAS, the Park Site (which is shown on the Final Plat) has been designed as a park.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Preambles. The preambles are incorporated by reference and agreed to as if set forth in full in this Paragraph 1.
2. Park Site Improvements to be Performed by Developer. Developer will complete, or cause to be completed, the following:

- A. Subject to a cost cap of two hundred thousand dollars (\$200,000), the design, engineering and construction of the Park Site shall be completed in accordance with the final engineering plans prepared by Mackie Consultants, LLC, dated _____, last revised _____, and attached hereto as **Exhibit B** (the “**Engineering Plan**”); the park concept plan prepared by Gary R. Weber Associates, Inc., dated _____, last revised _____, and attached hereto as **Exhibit C** (the “**Park Concept Plan**”); and the landscape plan prepared by Gary R. Weber Associates, Inc., dated _____, last revised _____, and attached hereto as **Exhibit D** (the “**Landscape Plan**”).
- B. Developer will complete or cause to be completed the installation of park site improvements as depicted on the Park Concept Plan (the “**Park Site Improvements**”). Installation of the Park Site Improvements shall occur subsequent to final grading of that portion of the Park Site being improved. Developer shall be responsible for the maintenance, repair and replacement of the Park Site Improvements until such time as the Park Site is dedicated to the Park District.
- C. Within four (4) years of the City’s issuance of an earth work permit at the Park Site, the Park District shall complete construction of the Park Site Improvements.
- D. Developer agrees to contribute up to two hundred thousand dollars (\$200,000.00) towards the design, engineering, and installation of the Park Site Improvements as set forth in the cost opinion attached hereto as **Exhibit E** (“**Cost Opinion**”). Any cost or expense for Park Site Improvements in excess of two hundred thousand dollars (\$200,000.00) shall be the sole expense and responsibility of the Park District. In the event the cost of the Park Site Improvements is less than two hundred thousand dollars (\$200,000.00), Developer shall retain the balance and has no obligation to pay the balance to the Park District.
- E. At the time of the Park Site dedication, Developer shall pay the Park District an amount not to exceed fifty thousand dollars (\$50,000.00) for the purchase a lawn mower for the Park District at the Park District’s choice and discretion.
- F. All property PINs differentiating the Park Site from private property shall be clearly marked and visible at time of acceptance.
- G. Prior to conveyance, the Developer shall maintain the Park Site and all improvements per the requirements of this Agreement. Maintenance shall include trash removal and monitoring, and removing and repairing areas of homeowner encroachment, e.g. landscaping, fencing, gardens, compost pile, and play equipment. The Park Site to be deeded to the Park District shall be free from encroachment. The Park Site will not be open to the public until accepted by the Park District.

3. Park Improvement Plans, Timeline & Credit.

- A. Developer has prepared and submitted the Engineering Plan, Park Concept Plan, and Landscape Plan for the aforementioned improvements to be constructed on the

Park Site and dedicated to the Park District, which plans are attached hereto and hereby approved by the Park District. Developer shall complete, or cause to be completed, the improvements in conformity with such plans as approved by the Village and Park District. The value of the park improvements to be completed by Developer, including design, engineering, and installation of the Park Site Improvements, including park equipment, for which Developer shall receive a credit is estimated at \$183,755 as reflected on the Cost Opinion attached here as Exhibit E. The cash contribution for the lawn mower is approximately \$50,000. The Park Site Improvements, land donation, and lawn mower contribution shall be in full satisfaction of any and all financial/donation requirements or obligations set forth in the Land Cash Ordinance.

- B. Upon 72 hours' notice to Developer, Developer hereby grants access to Park District to have the Park Site inspected and approved for conformance with such requirements. Developer shall complete, or cause to be completed, the park improvements as promptly as practicable following execution of this Agreement, provided that such improvements shall be completed no later than three (3) years from issuance of earth work permit. Upon conveyance, Park District agrees that it shall bear all responsibility for maintenance of the Park Site and for all other park improvements not required by Developer unless otherwise outlined in this Agreement.

5. Deed of Dedication.

- A. Subject to the provisions hereof, Developer hereby agrees to cause the Park Site to be conveyed to Park District by special warranty deed as soon as Developer has completed the Park Site Improvements pursuant to the terms of this Agreement. When the Park Site Improvements have been completed, Developer shall send notice to Park District advising Park District that the Park Site Improvements have been completed and that Developer is prepared to cause execution of a deed conveying the Park Site to Park District. Within thirty (30) days after receipt of notice that the Park Site Improvements have been completed, Park District shall advise Developer if any portions of the Park Site Improvements have not been completed or have not been completed as provided in this Agreement.
- B. Upon determining that the Developer has completed the Park Site Improvements satisfactorily, the Park District will issue a letter of acceptance to the Developer contingent upon the Developer providing the following items in satisfactory form:
 - a) Commitment for Title Insurance
 - i. 30 days prior to conveyance, the Developer shall tender a Commitment for Title Insurance to the Park District consistent with Paragraph 4(iii) below.
 - ii. The value of the policy shall be the land/cash value of the site based on acreage along with the park improvement costs.
 - iii. The Developer shall cause no covenants, rules or regulations to be placed on the Park Site other than as may be required by the City. Only the standard ALTA exceptions, public utility easements, and plat of subdivision shall be permitted (the permitted exceptions do not include homeowners association fees, special service areas, recapture fees,

mortgages, liens or any other financial obligation) along with Exceptions L-22, M-23, N-24, O-25, P-26, R-27, T-29, W-32, and V-31 (to be inserted upon receipt of the title commitment.

- b) Original special warranty deed (“Deed”) from Developer conveying the Park Site to the Park District.
 - c) Executed PTAX-203 form.
 - d) ALTA Survey.
 - e) Affidavit of Title.
 - f) Tax Proration Agreement.
 - g) Plat Act Affidavit (if required by Commitment for Title Insurance).
 - h) Any wetland information in the Developer’s possession concerning the property.
- C. After receiving a letter of acceptance from the Park District, the Developer shall record the Deed and provide the Park District with a Title Insurance Policy. Developer’s obligations under this Agreement shall terminate after the Deed is recorded and the Title Insurance Policy is received by the Park District unless otherwise outlined in this Agreement.
6. Real Estate Taxes. It is hereby agreed and understood that all general real estate taxes on the Park Site up to and including the date on which the instrument is recorded shall be paid by Developer, and the Park District shall have the right to seek reimbursement from Developer for any such taxes paid by the Park District. It is further agreed that any and all general real estate taxes accruing or arising after the date of recording of said Deed shall be paid by Park District.
7. Reservation of Easements.
- A. Construction Easements. The Park District agrees that easements may be reserved in the Deed conveying the Park Site to the Park District in favor of the City and Developer, their employees, agents, representatives and contractors, to enter upon, cross and recross the Park Site as may be necessary for the City and Developer to carry out their obligations set forth herein or other obligations required by law when shown to be required by a public utility. All restoration to the said area shall be done without cost to the Park District (unless the damage is caused by the Park District, its agents or contractors) according to Park District development specifications.
 - B. Utility Easements. The Park District agrees that it will, at the request of the Developer and without cost, grant to the City, to Commonwealth Edison Company, or to other public utilities, temporary and permanent easements and rights-of-way, across, over, under and through the Park Site which are reasonably required for the construction, installation and maintenance of water and sewer facilities or other public utility services required for the improvements of this development, provided, however, that the location of such easements and rights-of-way shall be subject to the approval of the Park District, which approval may include consideration of aesthetic, functional and safety factors given the use of the land as a public park, but which approval in all events shall not be unreasonably withheld.

GENERAL PROVISIONS

1. This Agreement shall be and remain binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. In order to provide for compliance with the terms of this Agreement, the Park District may record this Agreement (or a memorandum as evidence of this Agreement) as a covenant to create an encumbrance upon the land.
2. This Agreement shall supersede any and all previous agreements or understandings with respect to the Subject Property.
3. Nothing herein contained shall be deemed to create any rights in any other person or entity not a party to this Agreement.
4. Either party shall have the right to compel specific performance of the terms and conditions of this Agreement.
5. All notices or other documents required, given or served hereunder shall be in writing and addressed as follows:

Developer(s):

Todd Kleven
CalAtlantic Group, LLC.
1700 E. Golf Road, Suite 1100
Schaumburg, IL 60173

Park District:

Park District Executive Director
Joliet Park District
3000 W Jefferson Street
Joliet, IL 60435

With a Copy to:

Vince Rosanova
Rosanova & Whitaker, Ltd.
445 Jackson Ave, Suite #200
Naperville, IL 60540

5. The paragraph headings used herein are for convenience only and in no way are intended to define or limit the substantive provisions of this Agreement.
6. In the event of a default by Developer hereunder, Park District's remedy shall be limited to specific performance under this Agreement and shall not include actual, punitive or consequential damages.
7. Binding Effect. Should the Developer or its assign fail to acquire ownership of a portion of the Subdivision within eighteen (18) months of the Effective Date, Developer shall have the unilateral right to terminate this agreement by providing written notice to Park District, at which time this Agreement shall be deemed null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CALATLANTIC GROUP, LLC,
a Delaware limited liability company

By:_____

Printed Name

Title

Date

JOLIET PARK DISTRICT

By:_____

Printed Name

Title

Date

ATTEST:_____

Title

Exhibit A
Final PUD Plat

Exhibit B
Engineering Plan

Exhibit C
Park Concept Plan

Exhibit D
Landscape Plan

Exhibit E
Cost Opinion