

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Fidelity National Title
Insurance Company

Commitment Number:

FCHI1800256LI
Update 3

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Countersigned By:

Attest:

Marjorie Nemzura, Secretary

Peter R. Petersen
Authorized Officer or Agent

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ALTA Commitment for Title Insurance (08/01/2016)



Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Insurance Company 20 N Clark, Ste 220 Chicago, IL 60602 Main Phone: (312)621-5050 Email: ilcommercial@fnf.com	Fidelity National Title 485 Lexington Avenue, 18th Fl New York, NY 10017 Main Phone: (212)845-3109 Main Fax: (212)845-3189

Order Number: FCHI1800256LI**Property Ref.: Westridge Court, IL****SCHEDULE A**

1. Commitment Date: May 27, 2022
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Policy Amount: \$10,000.00
 - (b) ALTA Loan Policy 2006
Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy, its successors and/or assigns as their respective interests may appear.

Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
[Brixmor Holdings 6 SPE, LLC](#), a Delaware limited liability company, formerly known as Centro NP Holdings 6 SPE, LLC
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

Parcel 1:

Lots 1 to 6, both inclusive, in Glacier Park Resubdivision No. 10, being a subdivision in Section 15 and Section 22, Township 38 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded July 16, 2020 as document number [R2020-075498](#), in DuPage County, Illinois.

Easement Parcel 1:

Northerly Access Easement:

Easement for the benefit of Parcel 1, as created by Declaration recorded February 28, 1989 as Document [R89-022514](#), as amended by documents recorded as Document [R92-016623](#) and Document [R92-028954](#), as follows: That part of the Northwest 1/4 of Section 22, Township 38 North, Range 9, East of the Third Principal Meridian, described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 22; thence South 01 degrees 13 Minutes 40 seconds West along the East line of said Northwest 1/4, 1491.93 feet for a point of beginning; thence South 01 degrees 13 minutes 40 seconds West, along said line 40.00 feet; thence North 88 degrees 52 minutes 08 seconds West, 433.80 feet; thence North 01 degrees 13 minutes 40 seconds East, parallel with the East line of said Northwest 1/4, 40.00 feet; thence South 88 degrees 52 minutes 08 seconds East, 433.80 feet to the point of beginning, in DuPage County, Illinois.

Easement Parcel 2:

Southerly Access Easement and Utility Easement:

Easement for the benefit of Parcel 1, as created by Declaration recorded February 28, 1989 as Document [R89-022514](#), as amended by Document [R92-016623](#), and amended by First Amendment to Declaration of Restriction, Easements and Option to Purchase dated January 22, 1992 and recorded February 20, 1992 as Document [R92-028954](#), as follows: That part of the Northwest 1/4 of Section 22, Township 38 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Northwest 1/4 of said Section 22; thence South 01 degrees 13 minutes 40 seconds West, along the East line of said Northwest 1/4, 1806.00 feet for a point of beginning; thence South 01 degrees 13 minutes 40 seconds West, along said line, 40.00 feet; thence North 88 degrees 52 minutes 08 seconds West, 433.80 feet; thence North 01 degrees 13 minutes 40 seconds East, parallel with the East line of said Northwest 1/4, 40.00 feet; thence South 88 degrees 52 minutes 08 seconds East, 433.80 feet to the point of beginning, all in DuPage County, Illinois.

Easement Parcel 3:

Utility Easement:

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EXHIBIT "A"

Legal Description

Easement for the benefit of Parcel 1, for utility purposes, as created by Declaration recorded February 28, 1989 as Document [R89-022514](#), as amended by Document [R92-016623](#), and amended by First Amendment to Declaration of Restriction, Easements and Option to Purchase dated January 22, 1992 and recorded February 20, 1992 as [Document R92-028954](#), over the following:

The Southerly and Westerly 20 feet of the following described property:

That part of the Northwest Quarter of Section 22, Township 38 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 22; thence South 01 degree 13 minutes 40 seconds West along the East line of said Northwest Quarter, 1466.93 feet; thence North 88 degrees 52 minutes 08 seconds West, 14.05 feet for a point of beginning; thence North 88 degrees 52 minutes 08 seconds West, 419.75 feet; thence South 01 degree 13 minutes 40 seconds West, parallel with the East line of said Northwest Quarter, a distance of 713.24 feet to a point that is 50.00 feet Northerly of (as measured at right angles to) the center line of Aurora Avenue; thence North 84 degrees 02 minutes 46 seconds East, along said line, 211.26 feet to a point of curvature; thence Northeasterly along a curve to the Left, tangent to the last described course, having a radius of 5679.58 feet, a chord bearing of North 82 degrees 58 minutes 30 seconds East and a chord length of 212.35 feet, an arc length of 212.36 feet to a point that is 14.00 feet West of (as measured at right angles to) the East line of the Northwest Quarter of said Section 22; thence North 01 degree 13 minutes 40 seconds East, along a line that is 14.00 feet West of and parallel with the East line of said Northwest Quarter of Section 22, a distance of 657.06 feet to the point of beginning, all in DuPage County, Illinois.

Easement Parcel 4:
Stormwater Control and Detention Easement:

Easement for the benefit of Parcel 1, as created by Agreement dated February 27, 1989 and recorded February 28, 1989 as Document R89-022510, and as amended by First Amendment to Stormwater Drainage & Detention Easement dated January 22, 1992 and recorded February 20, 1992 as Document [R92-028953](#) as follows:

Affects that part of Lot 3 in Glacier Park Subdivision, being a subdivision of part of Section 15 and Section 22, Township 38 North, Range 9 East of the Third Principal Meridian, in the City of Naperville, DuPage County, Illinois, recorded on January 29, 1990, as Document [R90-012326](#), described as follows:

~~Beginning at the Southernmost Southwest corner of said Lot 3; thence North 43 degrees 52 minutes 08 seconds West along the Southwesterly line of said Lot, 700.00 feet; thence North 14 degrees 22 minutes 18 seconds East, 75.00 feet; thence North 46 degrees 07 minutes 52 seconds East, 75.00 feet; thence North 86 degrees 09 minutes 41 Seconds East, 163.25 feet (Rec.) (217.09 feet Meas.) to a point 305.00 feet Northeasterly of, as measured at right angles to the aforementioned Southwesterly line of said Lot 3; thence South 43 degrees 52 minutes 08 seconds East along a line 305.00 feet Northeasterly of and~~

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EXHIBIT "A"

Legal Description

parallel with said Southwesterly line, 696.30 feet (Rec.) (636.14 feet Meas.) to a point 190.00 feet Northerly of, as measured at right angles to the Southernmost Southerly line of said Lot 3; thence South 88 degrees 52 minutes 08 seconds East along a line that is 190.00 feet Northerly of and parallel with said Southerly line 208.66 feet; thence South 1 degree 07 minutes 52 seconds West, 125.00 feet; thence South 64 degrees 33 minutes 58 seconds West, 145.34 feet to the aforementioned Southerly line of said Lot 3; thence North 88 degrees 52 minutes 08 seconds West along said line, 320.00 feet to the point of beginning.

Easement Parcel 5 Intentionally Omitted

Easement Parcel 6:
Public Utility and Landscape Easement:

Easement for the benefit of Parcel 1, created by Agreement recorded February 28, 1989 as Document [R89-022513](#), as follows; That part of the Southwest 1/4 of the Section 15 and the Northwest 1/4 of the Section 22, both in Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Northwest 1/4 of the said Section 22; thence South 01 degree 13 minutes 40 seconds West, along the East line of said Northwest 1/4 1466.93 feet for the point of beginning; thence North 88 degrees 52 minutes 08 seconds West along said line 498.16 feet; thence South 47 degrees 15 minutes 44 seconds West, 27.23 feet; thence North 88 degrees 52 minutes 08 seconds West, 735.07 feet; thence North 43 degrees 52 minutes 08 seconds West, 829.38 feet; thence North 27 degrees 31 minutes 08 seconds West, 199.27 feet; thence North 01 degree 07 minutes 52 seconds East, 337.87 feet; thence North 46 degrees 07 minutes 52 seconds East, 38.18 feet; thence North 01 degree 07 minutes 52 seconds East, 362.40 feet; thence North 14 degrees 44 minutes 44 seconds East, 81.78 feet; thence Southeasterly along a curve concave to the Northeast, not tangent to the last described course, having an arc length of 15.72 feet, a radius of 756.20 feet, a chord bearing of South 57 degrees 51 minutes 28 seconds East, and a chord length of 15.72 feet; thence South 14 degrees 44 minutes 44 seconds West, not tangent to the last described course, 75.29 feet; thence South 01 degree 07 minutes 52 seconds West, 366.82 feet; thence South 46 degrees 07 minutes 52 seconds West, 38.18 feet; thence South 01 degree 07 minutes 52 seconds West, 327.83 feet; thence South 27 degrees 31 minutes 08 seconds East, 193.28 feet; thence South 43 degrees 52 minutes 08 seconds East, 821.01 feet; thence South 88 degrees 52 minutes 08 seconds East, 722.81 feet; thence North 47 degrees 15 minutes 44 seconds East, 27.23 feet; thence South 88 degrees 52 minutes 08 seconds East, 504.22 feet to the East line of said Northwest Quarter; thence South 01 degree 13 minutes 40 seconds West along said line 15.00 feet to the point of beginning, all in DuPage County, Illinois.

Easement Parcels 7, 8 and 9 Intentionally Omitted

Easement Parcel 10:

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EXHIBIT "A"

Legal Description

Stormwater Control Easement across Jefferson Avenue into Glacier Park:

Easement for the benefit of Parcel 1, created by Agreement recorded February 28, 1989 as Document [R89-022511](#), as follows: That Part of the Southwest 1/4 of Section 15, Township 38 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of the Southwest 1/4 of said Section; thence South 89 degrees 58 minutes 47 seconds West, along the South line of the Southwest 1/4 of said Section, 14.05 feet; thence North 01 degree 14 minutes 58 seconds East, parallel with the East line of the Southwest 1/4 of said Section, 60.01 feet for a point of beginning; thence South 89 degrees 58 minutes 47 seconds West, parallel with the South line of said Southwest 1/4, 926.99 feet; thence North 59 degrees 34 minutes 59 seconds West, 39.48 feet; thence South 89 degrees 58 minutes 47 seconds West, 506.12 feet; thence Westerly, along a curve concave to the Northeast, having a radius of 676.20 feet, a chord bearing of North 72 degrees 27 minutes 55 seconds West, a chord length of 407.92 feet, an arc length of 414.37 feet; thence North 54 degrees 54 minutes 35 seconds West, 128.49 feet; thence South 35 degrees 05 minutes 36 seconds West, 80.00 feet; thence North 54 degrees 54 minutes 35 seconds West, 15.00 feet; thence North 35 degrees 05 minutes 36 seconds East, 80.00 feet; thence North 54 degrees 54 minutes 35 seconds West, 56.51 feet; thence Northwesterly along a curve concave to the Southwest, having a radius of 756.20 feet, a chord bearing of North 57 degrees 47 minutes 00 seconds West, a chord length of 75.88 feet, an arc length of 75.91 feet to a point of reverse curvature; thence Northerly, along a curve concave to the East, having a radius of 35.00 feet, a chord bearing of North 18 degrees 07 minutes 35 seconds West, a chord distance of 48.06 feet (Rec.) (47.32 feet Meas.), an arc length of 52.97 feet (Rec.) (51.97 feet Meas.); thence North 24 degrees 24 minutes 30 seconds East, 67.93 feet; thence Northerly along a curve concave to the West, having a radius of 1883.00 feet, a chord bearing of North 22 degrees 52 minutes 43 seconds East, a chord distance of 100.54 feet, an arc length of 100.55 feet; thence South 31 degrees 56 minutes 18 seconds East, 63.29 feet; thence South 84 degrees 20 minutes 16 seconds East, 750.00 feet; thence South 60 degrees 05 minutes 00 seconds East, 228.72 feet; thence South 00 degrees 01 minute 13 seconds East, 170.00 feet; thence South 59 degrees 34 minutes 59 seconds East, 130.00 feet; thence North 89 degrees 58 minutes 47 seconds East, parallel with the South line of the Southwest 1/4 of said Section 15, a distance of 506.73 feet; thence North 00 degrees 01 minute 13 seconds West, 140.00 feet; thence North 89 degrees 58 minutes 47 seconds East, parallel with the South line of the Southwest 1/4 of said Section 15, a distance of 200.00 feet; thence North 37 degrees 18 minutes 40 seconds East, 192.04 feet; thence North 01 degree 14 minutes 58 seconds East, 165.00 feet; thence South 88 degrees 45 minutes 02 seconds East, 125.00 feet; thence South 01 degree 14 minutes 58 seconds West, parallel with the East line of the Southwest 1/4 of said Section 15, 475.00 feet to the point of beginning, all in DuPage County, Illinois.

Easement Parcels 11 and 12 Intentionally Omitted

Easement Parcel 13:

Easement for the benefit of Parcel 1, as created by and set forth in paragraphs 4(d)(i) and 4(d)(iii), of the

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EXHIBIT "A"

Legal Description

Covenants, Conditions and Restrictions , and Reciprocal Rights Agreement dated March 29, 1990 and recorded April 5, 1990 as Document [R90-041070](#) made by and between Bank of Ravenswood, as Trustee under Trust Agreement dated September 27, 1988 and known as Trust Number 25-9558; and Portillo's Hot Dogs, Inc., a Delaware corporation, affecting the land more particularly described as follows: Lot 2 in Glacier Park Resubdivision No. 1 according to the plat thereof recorded March 28, 1990 as Document [R90-036578](#).

Easement Parcel 14:

Signage Easement for the benefit of Parcel 1, as created by and set forth in paragraph 4(d)(ii) of the Covenants, Conditions, Restrictions and Reciprocal Rights Agreement dated March 29, 1990 and recorded April 5, 1990 as Document [R90-041070](#), made by and between Bank of Ravenswood, as Trustee under Trust Agreement dated September 27, 1988 and known as Trust Number 25-9558, and Portillo's Hot Dogs, Inc., a Delaware corporation, more particularly described as follows: Lot 2 in Glacier Park Resubdivision No. 1 according to the plat thereof recorded March 28, 1990 as Document [R90-036578](#).

Easement Parcel 15:

Easement for the benefit of Parcel 1, as created by and set forth in paragraphs 4(d)(i) of the Covenants, Conditions and Restrictions and Reciprocal Rights Agreement dated April 29, 1990 and recorded May 8, 1990 as Document [R90-055821](#), made by and between Bank of Ravenswood, as Trustee under Trust Agreement dated September 27, 1988 and known as Trust Number 25-9558; and Modernage, Inc., a Delaware corporation, affecting the land more particularly described as, and over and across those parts of Lot 3 in Glacier Park Resubdivision No. 1 according to the plat thereof recorded March 28, 1990 as Document [R90-036578](#), including those areas as are from time to time improved for use as roadways, parking spaces and pedestrian walks.

Easement Parcel 16:

Easement for benefit of Parcel 1, as created by and set forth in paragraph 4(d)(ii) of the Covenants, Conditions and Restrictions and Reciprocal Rights Agreement dated April 29, 1990 and recorded May 8, 1990 as Document [R90-055821](#), for the purpose of planting, cultivating, tending, pruning, maintaining and replacing trees, shrubs, grass and other plantings and vegetation in, under, over and across strips of land within Lot 3 in Glacier Park Resubdivision No. 1 according to the plat thereof recorded March 28, 1990 as Document [R90-036578](#), 10 feet in width extending along the Southerly, Easterly, Northerly and Westerly Boundaries thereof.

Easement Parcel 17:

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EXHIBIT "A"

Legal Description

Easement for the benefit of Parcel 1, as created by and set forth in paragraph 4(d)(i) of the Covenants, Conditions and Restrictions and Reciprocal Rights Agreement dated September 12, 1990 and recorded September 14, 1990 as Document [R90-122338](#) made by and between First Chicago Bank of Ravenswood, as Trustee under Trust Agreement dated September 27, 1988 and known as Trust Number 25-9558; and Westridge Lunan, Inc., an Illinois corporation, affecting the land more particularly described as, and over and across those parts of Lot 4 in Glacier Park Resubdivision No. 1 according to the plat thereof recorded March 28, 1990 as Document [R90-36578](#), including those areas as are from time to time improved for use as roadways, parking spaces and pedestrian walks.

Easement Parcel 18:

Easement for the benefit of Parcel 1, as created by and set forth in paragraph 4(d)(ii) of the Covenants, Conditions and Restrictions and Reciprocal Rights Agreement dated September 12, 1990 and recorded September 14, 1990 as Document [R90-122338](#), for the purpose of planting, cultivating, tending, pruning, maintaining and replacing trees, shrubs, grass and other plantings and vegetation in, under, over and across strips of land within Lot 4 in Glacier Park Resubdivision No. 1 according to the plat thereof recorded March 28, 1990 as Document [R90-36578](#), 10 feet in width extending along the Southerly, Easterly, Northerly and Westerly boundaries thereof.

Easement Parcel 19:

Easement for the benefit of Parcel 1, as created and set forth in paragraph 4(d)(i) of Covenants, Conditions and Restrictions and Reciprocal Rights Agreement dated October 4, 1990 and recorded October 9, 1990 as Document R90-135766, made by and between First Chicago Bank of Ravenswood, as Trustee under Trust Agreement dated September 27, 1988 and known as Trust Number 25-9558; and Citibank, Federal Savings Bank, affecting the land more particularly described as, and over and across those parts of Lot 5 in Glacier Park Resubdivision No. 1 according to the plat thereof recorded March 28, 1990 as Document [R90-36578](#), including those areas as are from time to time improved for use as roadways and pedestrian walks.

Easement Parcel 20:

Easement for the benefit of Parcel 1, as created and set forth in paragraph 4(d)(ii) of Covenants, Conditions and Restrictions and Reciprocal Rights Agreement dated October 4, 1990, and recorded October 9, 1990 as Document R90-135766, for the purpose of planting, cultivating, tending, pruning, maintaining and replacing trees, shrubs, grass and other plantings and vegetation in, under, over and across strips of land within Lot 5 in Glacier Park Resubdivision No. 1 according to the plat thereof recorded March 28, 1990 as Document [R90-36578](#), 10 feet in width extending along the Southerly, Easterly, Northerly and Westerly boundaries thereof.

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ALTA Commitment for Title Insurance (08/01/2016)



EXHIBIT "A"

Legal Description

Easement Parcel 21:

Easement for the benefit of Parcel 1, as created and set forth in paragraph 4(d)(i) of Covenants, Conditions, Restrictions and Reciprocal Rights Agreement dated October 2, 1992 and recorded October 6, 1992 as Document [R92-189564](#), made by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 23, 1992 and known as Trust Number 115041-07; and Taco Bell Corp., affecting the land more particularly described as, and over and across those parts of Lot 6 in Glacier Park Resubdivision No. 1 according to the plat thereof recorded March 28, 1990 as Document [R90-036578](#), including those areas as are from time to time improved for use as roadways, parking spaces and pedestrian walks.

Easement Parcel 22:

Easement for the benefit of Parcel 1, as created and set forth in paragraph 4(d)(ii) of Covenants, Conditions, Restrictions and Reciprocal Rights Agreement dated October 2, 1992 and recorded October 6, 1992 as Document [R92-189564](#), made by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 23, 1992 and known as Trust Number 115041-07; and Taco Bell Corp., for the purpose of planting, cultivating, tending, pruning, maintaining and replacing trees, shrubs, grass and other plantings and vegetation in, under, over and across strips of land within Lot 6 in Glacier Park Resubdivision No. 1 according to the plat thereof recorded March 28, 1990 as Document [R90-036578](#), ten (10) feet in width extending along the Southerly, Easterly, Northerly, and Westerly boundaries thereof.

Easement Parcel 23:

Easement for the benefit of Parcel 1, as created by Agreement dated December 6, 1991 and recorded December 27, 1991 as Document [R91-174203](#), made by and between LaSalle National Trust, as Trustee under Trust Agreement dated November 1, 1990 and known as Trust Number 115960 and First Chicago Trust Company of Illinois, as Trustee under Trust Agreement dated September 27, 1988 and known as Trust Number 25-9558, including automobile and pedestrian ingress and egress over and above those portions of the following described land which are from time to time improved with driveways and roads:

The Southwest 1/4 of the Northwest 1/4 of Section 22, Township 38 North, Range 9 East of the Third Principal Meridian lying West of a line 774 feet East of and parallel with the West line of said Section 22, and North of the centerline of State Aid Route 18, now known as Route 65, all in DuPage County, Illinois (Except that part taken by the Department of Public Works and Buildings of the State of Illinois in Condemnation Case No. C69-789).

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EXHIBIT "A"
Legal Description

Easement Parcel 24:

Easements for the benefit of Parcel 1, as created by final Plat of Resubdivision for Glacier Park Resubdivision No. 1 recorded March 28, 1990 as Document R90-036578, Book 146, Page 20.

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Fidelity Title office regarding the application of this new law to your transaction.
7. Payment of real estate taxes affecting the land that may be due or payable prior to closing (or as may be required by a lender to be insured). Schedule B tax exception will be amended accordingly based on a later date search and payment as noted herein.
8. For all mortgages and liens referenced below, we should be furnished with proper payoff figures, authorizations, funds and documents sufficient to pay off and release said liens at or prior to closing.
9. A. Release of the Notice of Lien recorded October 13, 2016 as Document No. [R2016-112299](#) in favor of the City of Naperville against Centro Properties and Lot 1 in Glacier Park Resubdivision, in the amount of \$381.62 for delinquent payment for utility services.

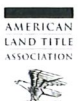
B. Release of the Notice of Lien recorded March 13, 2019 as Document No. [R2019-018154](#) in favor of the City of Naperville against Centro Properties, in the amount of \$1,831.66 for delinquent payment for utility services.
10. ~~The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.~~

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

11. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
12. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
13. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
14. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically**
15. Intentionally Deleted.
16. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

17. Note for additional information: the County Recorder requires that any documents presented for recording contain the following information:
- A. The name and address of the party who prepared the document;
 - B. The name and address of the party to whom the document should be mailed after recording;
 - C. All permanent real estate tax index numbers of any property legally described in the document;
 - D. The address of any property legally described in the document;
 - E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
 - F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the certain municipalities located in the County have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the appropriate transfer tax stamps affixed before it can be recorded.

This exception will not appear on the policy when issued.

18. If work has been performed on the Land within the last six months which may subject the Land to liens under the mechanics lien laws, the Company should be furnished satisfactory evidence that those who have performed such work have been fully paid and have waived their rights to a lien. If evidence is not provided or is unsatisfactory, this commitment/policy will be subject to the following exception:

Any lien, or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law, and not shown by the Public Records.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

19. The Company will require the following documents for review relative to the limited liability company named below:

Name of Limited Liability Company: Brixmor Holdings 6 SPE, LLC

- (a) A copy of its Articles of Organization and its Operating Agreement, along with any amendments thereto, which may have been entered into;
- (b) A current list of incumbent managers or of incumbent members if managers have not been appointed;
- (c) Certification that no event of dissolution has occurred; and
- (d) A certificate of good standing from the Secretary of State of Illinois.

Note: In the event of a sale of all or substantially all of the assets of the L.L.C. or of a sale of L.L.C. assets to a member or manager, the Company should be furnished a copy of a resolution authorizing the transaction adopted by the members of said L.L.C.

20. Note for Information regarding endorsement requests:

All endorsements requests should be made prior to closing to allow ample time for the Company to examine required documentation.

21. A lien in favor of the City/Town of Naperville,

For: Utility Service
Name of Owner: Property Owner
Amount: \$1,831.66
Recording Date: March 13, 2019
Recording No: [R2019-018154](#)

22. Any claims for mechanics' or materialman's liens on said Land that may be recorded, by reason of a recent work of improvement that is disclosed by the document shown below

Entitled: Notice and Claim for Mechanics Lien and Violation of Contractor prompt Payment Act

Recording Date: June 23, 2020

Recording No: [R2020-065240](#)

Claimant: Awning Sign & Lighting Group, Inc.

Against: Brixmor Holdings 6 SPE, LLC; Brixmore SPE 1 LLC; Innovative Constuction Solutions, Inc.; Christopher & Banks; Sally Beauty; America's Best Contacts & Eyeglasses; Bath & Body Works; and Currency Exchange

Amount: \$20,097.00

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

END OF SCHEDULE B, PART I

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
- AY 6. **Taxes for the year 2022, and thereafter, a lien, not yet due or payable.**

Permanent index number(s): 07-22-102-029

Note: 2021 first installment taxes in the amount of \$61,533.92 have been paid.

Note: 2021 second installment taxes in the amount of \$61,533.92 is unpaid but not due before September 1, 2022.

Permanent index number(s): 07-22-102-030

Note: 2021 first installment taxes in the amount of \$80,357.48 have been paid.

Note: 2021 second installment taxes in the amount of \$80,357.48 is unpaid but not due before September 1, 2022.

Permanent index number(s): 07-22-102-031

Note: 2021 first installment taxes in the amount of \$17,179.35 have been paid.

Note: 2021 second installment taxes in the amount of \$17,179.35 is unpaid but not due before September 1, 2022.

Permanent index number(s): 07-22-102-032

Note: 2021 first installment taxes in the amount of \$23,180.52 have been paid.

Note: 2021 second installment taxes in the amount of \$23,180.52 is unpaid but not due before September 1, 2022.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

Permanent index number(s): 07-22-102-033

Note: 2021 first installment taxes in the amount of \$76,620.88 have been paid.

Note: 2021 second installment taxes in the amount of \$76,620.88 is unpaid but not due before September 1, 2022.

Permanent index number(s): 07-22-102-034

Note: 2021 first installment taxes in the amount of \$59,426.41 have been paid.

Note: 2021 second installment taxes in the amount of \$59,426.41 is unpaid but not due before September 1, 2022.

- B 7. Grant of easement dated March 4, 1965 and recorded March 9, 1965 as Document [R65-7301](#) made by Chicago, Burlington and Quincy Railroad Company to the Illinois Bell Telephone Company, its successors and assigns, the right, privilege and authority to construct, operate, maintain, replace and remove cables, wires, concrete conduit, and other appurtenances as the grantee may require, upon and across a strip of land one rod wide located parallel with, adjacent to, and North of the North line of Highway 65.
- C 8. Grant of easement to the Commonwealth Edison Company, a corporation of Illinois, its successors and assigns, to construct, maintain, relocate and renew equipment consisting of conduits, wires, cables and other necessary electric facilities upon, along and under the land to be used for heat, light, power, and other purposes dated April 2, 1973 and recorded October 4, 1973 as Document [R73-63291](#), which facilities shall be located in the East 1/2 of the public highway known as Illinois State Route 59, which extends along the Westerly side of the following described property: the South 150.00 feet of the West 1161.00 feet of the North 1/2 of the Northwest 1/4 of Section 22, Township 38 North, Range 9, East of the Third Principal Meridian, DuPage County, Illinois.
- D 9. Easement grant recorded January 8, 1988 as Document [R88-002406](#), made by and between Burlington Northern Railroad Company and Glacier Park Company to the city of Naperville for reconstruction and maintenance of Illinois Route 65 (Aurora Avenue), together with the installation and maintenance of public utilities over a strip of land 16.5 feet wide and a strip of land 20 feet wide in the Southerly portion of the land; and a temporary easement over a 20 foot strip described as follows: that part of the South 1/2 of the Northwest 1/4 of Section 22, Township 38 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the North right of way line of State Bond Issue Route 65, also known as Aurora Avenue, with the West right of way line of Fort Hill Drive as dedicated for a public highway by Document No. R67-10909, said point also being on the East line of said Northwest 1/4 of Section 22; thence North 00 degrees, 27 minutes, 01 second East, along said West right of way line and along said East line of the Northwest 1/4 of section 22, a distance of 37.00 feet to the point of beginning; thence Southwesterly along a curve whose center lies Northwesterly, having a radius of 5663.08 feet, concentric with the North right of way line of said Aurora Avenue, an arc distance of 221.26 feet to a point of tangency; thence South 83 degrees, 15 minutes, 00 seconds West, parallel to

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ALTA Commitment for Title Insurance (08/01/2016)



SCHEDULE B, PART II EXCEPTIONS

(continued)

the North line of said Aurora Avenue, and tangent to the last described curve, 1148.54 feet to a point that is 30 feet normally distant from the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 22, said point also being 36.50 feet normally distant from the North right of way line of said Aurora Avenue; thence South 00 degrees, 24 minutes, 48 seconds West parallel with said West line, 36.79 feet to the North right of way line of said Aurora Avenue; thence South 83 degrees, 15 minutes, 00 seconds West along the North right of way line of said Aurora Avenue, 20.16 feet to a point that is 50 feet normally distant from the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence North 00 degrees, 24 minutes, 48 seconds East, parallel to said West line, 56.94 feet, to a point that is 56.50 feet normally distant from said North right of way line at Aurora Avenue; thence North 83 degrees, 15 minutes, 00 seconds East, parallel with the North line of said Aurora Avenue; 1166.18 feet to a point of curvature; thence Northeasterly along a curve whose center lies Northwesterly, concentric with the North right of way line of said Aurora Avenue, and having a radius of 5643.08 feet, an arc distance of 223.80 feet to the West right of way line of Fort Hill Drive; thence South 00 degrees, 27 minutes, 01 seconds West, along said West line, 20.27 feet to the point of beginning, all in DuPage County, Illinois.

- E 10. Terms, provisions, and conditions relating to the easement described as Parcels 1, 2, 3, 4, 6, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 contained in the instruments creating said easements.

Rights of the adjoining owner or owners to the concurrent use of said easements.

(Affects easement parcels only)

- F 11. Drainage easement agreement made by Bank of Ravenswood Trust 25-9558 and Glacier Park Company recorded February 28, 1989 as Document [R89-022507](#).

Affects that part of the Northwest Quarter of Section 22, Township 38 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the West 774.00 feet of the Southwest Quarter of the Northwest Quarter of said Section 22; thence South 01 Degrees 09 Minutes 28 Seconds West along the East line of said West 774.00 Feet, 134.13 feet to the point of beginning; thence North 50 Degrees 32 Minutes 20 Seconds East, 458.71 feet; thence South 43 Degrees 52 Minutes 08 Seconds East, 50.15 feet; thence South 50 Degrees 32 Minutes 20 Seconds West, 505.44 feet to the East line of the West 77.400 feet of said Southwest Quarter of the Northwest Quarter; thence North 01 Degrees 09 Minutes 28 Seconds East, along said line, 65.87 feet to the point of beginning, all in DuPage County, Illinois.

- G 12. Stormwater Drainage and Detention Easement Agreement made by Glacier Park Company and Bank of Ravenswood Trust 25-9558 recorded February 28, 1989 as Document [R89-022510](#), and as amended by instrument recorded February 20, 1992 as Document [R92-028953](#) which amended the legal description of the easement parcel as follows:

Affects that part of Lot 3 in Glacier Park Subdivision, being a subdivision of part of Section 15 and Section 22, Township 38 North, Range 9 East of the Third Principal Meridian, in the City of Naperville, DuPage County, Illinois, recorded on January 29, 1990, as Document [R90-012326](#), described as follows: Beginning at the Southernmost Southwest Corner of said Lot 3; thence North 43 Degrees 52 Minutes 08

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

Seconds West along the Southwesterly line of said Lot, 700.00 feet; thence North 14 Degrees 22 Minutes 18 Seconds East, 75.00 feet; thence North 46 Degrees 07 Minutes 52 Seconds East, 75.00 feet; thence North 86 Degrees 09 Minutes 41 Seconds East, 163.25 feet (Rec.) (217.09 feet Meas.), to a point 305.00 feet Northeasterly of, as measured at right angles to the aforementioned Southwesterly line of said Lot 3; thence South 43 Degrees 52 Minutes 08 Seconds East along a line 305.00 feet Northeasterly of and parallel with said Southwesterly line 696.30 feet (Rec.) (636.14 feet Meas.) to a point 190.00 feet Northerly of, as measured at right angles to the Southernmost Southerly line of said Lot 3; thence South 88 Degrees 52 Minutes 08 Seconds East along a line that is 190.00 feet Northerly of and parallel with said Southerly line 208.66 feet; thence South 1 Degree 07 Minutes 52 Seconds West, 125.00 feet; thence South 64 Degrees 33 Minutes 58 Seconds West, 145.34 feet to the aforementioned Southerly line of said Lot 3; thence North 88 Degrees 52 Minutes 08 Seconds West along said line, 320.00 feet to the point of beginning.

- H 13. Memorandum of Lease dated February 27, 1989 made by Bank of Ravenswood Trust No. 25-9558 and Fox Park I Partnership to Prairie Super Stores, Inc., Lessee, recorded February 28, 1989 Document [R89-022503](#) beginning as therein demising the land for a term of years beginning as therein defined for an initial term of 20 years, more or less, with options to extend for 5 consecutive 5 year periods (in addition, under certain circumstances the term may be automatically extended for 1 year following as extended term), and all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through, or under said Lessee, as Lessee only with no options to purchase or rights of first refusal to purchase. Among other things, said lease imposes certain restrictions on other portions of the subject land - see the recorded instrument for particulars. Affects that part of the land described therein.

Assignment and Assumption of Lease Assignment by Prairie Super Stores, Inc., (Assignor) in favor of Super Valu Stores, Inc., (Assignee) recorded June 23, 1989 as Document [R89-74997](#).

Assumption Agreement made by Super Valu Stores, Inc., (Assignee). Assignee has agreed to assume and to perform all assignor's obligations as tenant under lease recorded June 23, 1989 as Document [R89-074998](#).

Certificate recorded May 9, 1991 as Document [R91-054450](#), made by and between First Chicago Bank of Ravenswood, as Trustee under Trust Agreement dated September 17, 1988 and known as Trust Number 25-9558, Fox Park I Partnership, and Super Valu Stores, Inc., relating to compliance with Section 2.8 of said lease. Parties certify that commencement date is April 26, 1990, the first day of the first lease year is May 1, 1990, and the rentable area is 70,000 square feet. (Affects All)

- I 14. Utility easement agreements made by and between Bank of Ravenswood, Trust No. 25-9558 and

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

Northern Illinois Gas Company, recorded November 16, 1989 as Document [R89-145100](#) and Document [R89-145099](#), granting an easement in favor of Northern Illinois Gas Company and as modified by modification agreement recorded January 7, 1992 as Document [R92-003265](#).
(See plat for exact location)

- J 15. We note the land constitutes part of Glacier Park Subdivision. According to the plat thereof recorded February 19, 1990 as Document [R90-012326](#) and certificate of correction recorded February 19, 1990 as Document R90-020823; and, further, certain easements created by or set forth on said plat, including but not limited to the following:

Public Utility and Drainage Easement, 10 feet along the North line and 15 feet along the West line, and across various portions of Lot 1, as created by Document recorded January 29, 1990 as No. [R90-012326](#).

Watermain easement as shown on the plat and set forth in the certificate on the plat of Glacier Park Subdivision recorded January 29, 1990 as Document [R90-012326](#) and as shown on the plat of Glacier Park Resubdivision No. 1, aforesaid.

(See plat for exact details)

- K 16. Terms, provisions and conditions contained in statement of intent and agreement for Glacier Park Subdivision recorded January 29, 1990 as Document [R90-12325](#).
- L 17. Terms, provisions, easements and conditions contained in covenants, conditions, restrictions and reciprocal rights agreement made by and between Bank of Ravenswood, as Trustee under trust agreement dated September 27, 1988 and known as Trust Number 25-9558, and Portillo's Hot Dogs, Inc., a Delaware corporation, dated March 29, 1990 and recorded April 5, 1990 as Document [R90-041070](#).
- M 18. 10 foot public utility, drainage and access easements as shown on plat of Glacier Park Resubdivision No. 1, according to the plat thereof recorded March 28, 1990 as Document [R90-036578](#).
- N 19. Declaration of access easement as set forth on the plat of Glacier Park Resubdivision No. 1, aforesaid, relating to ~~non-exclusive access easements and rights of ingress and egress over and upon the land and other property for vehicular traffic, together with such further provisions contained therein.~~
(See plat for exact location)
- O 20. Terms, provisions, easements and conditions contained in covenants, conditions, restrictions and reciprocal rights agreement made by and between Bank of Ravenswood, as Trustee under trust agreement dated September 27, 1988 and known as Trust Number 25-9558, and Modernage, Inc., a Delaware corporation, dated April 29, 1990 and recorded May 9, 1990 as Document [R90-055821](#).
- P 21. Utility easement agreement recorded May 18, 1990 as Document [R90-060494](#), made by First Chicago

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

Bank of Ravenswood, as Trustee under trust agreement dated September 27, 1988 and known as Trust Number 25-9558 to Northern Illinois Gas Company.

- Q 22. Terms, provisions, easements and conditions contained in covenants, conditions, restrictions and reciprocal rights agreement made by and between Bank of Ravenswood, as Trustee under trust agreement dated September 27, 1988 and known as Trust Number 25-9558, and Westridge Lunan, Inc., an Illinois corporation, dated September 12, 1990 and recorded September 14, 1990 as Document [R90-122338](#).
- R 23. Declaration and grant of drainage easement recorded October 9, 1990 as Document [R90-135765](#), a nonexclusive easement for the perpetual right, privilege and authority to transmit and detain stormwater drainage from any of the property in Glacier Park Resubdivision No. 1 to the easement parcel.
- S 24. Public utility and detention easement as created by plat of easement recorded March 28, 1990 as Document [R90-036577](#), across various portions of Lot 1 of Parcel 1, more particularly described therein.
- T 25. Encroachment of 1 story brick and concrete building located on the land by 50 feet onto the 50 foot drainage and utility easement created by Document [R89-022507](#), and noted above, as shown on survey prepared by Compass Land Surveying and Mapping, dated June 24, 1997, Job No. 5941.151.
- Note: This exception was brought forward from a prior Policy. We do not have a copy of said survey. Upon receipt and review of a current survey, this exception shall be amended, as necessary.
- U 26. Terms, provisions, easements and conditions contained in covenants, conditions, restrictions and reciprocal rights agreement made by and between Bank of Ravenswood, as Trustee under trust agreement dated September 27, 1988 and known as Trust Number 25-9558, and Citibank, Federal Savings Bank, dated October 4, 1990 and recorded October 9, 1990 as Document [R90-135766](#).
- V 27. Easement for ingress, egress and utilities recorded December 27, 1991 as Document [R91-174203](#) by and between LaSalle National Trust N.A., as Trustee under trust agreement dated November 1, 1990 and known as Trust Number 115960 and First Chicago Trust Company of Illinois, as Trustee under trust agreement dated September 27, 1988 and known as Trust Number 25-9558.
- W 28. ~~Covenants, conditions, restrictions and reciprocal rights agreement dated October 2, 1992 and recorded October 6, 1992 as Document [R92-189564](#) made by American National Bank and Trust Company of Chicago, as Trustee under trust agreement dated January 23, 1992 and known as Trust Number 115041-07 and Taco Bell Corporation.~~
- X 29. Terms and provisions contained in annexation agreement recorded February 23, 1989 as Document [R89-020876](#), relating to the development of the land, fiscal impact contributions, roadway improvements and signalization, together with such further provisions therein contained.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

- Y 30. Terms and provisions contained in Declaration of Restriction, Easements and Option to Purchase by and among Glacier Park Company, Grantor, Bank of Ravenswood Trust No. 25-9558 and Fox Park I Partnership, Grantees, recorded February 28, 1989 as Document [R89-022514](#) and amended by instrument recorded February 20, 1992 as Document [R92-028954](#).
- Termination of Option to Purchase Option Parcel and Amendment to Declaration of Restriction, Easements and Option to Purchase recorded January 29, 1992 as Document [R92-016623](#).
- Second Amendment to Declaration and Settlement Agreement by New Plan Realty Trust, Goodwill Industries of Southeastern Wisconsin and Metropolitan Chicago, Inc., Halle Properties, L.L.C., and Chicago Title Land Trust Company Trust No. 1109229, recorded August 6, 2001, as Document No. [R2001-162828](#).
- (Affects easement Parcels 1 and 2 only)
- Z 31. Mutual stormwater drainage and detention easement provisions recorded February 28, 1989 as Document [R89-022511](#), made by and between Glacier Park Company and Bank of Ravenswood, as Trustee under trust agreement dated September 27, 1988 and known as Trust Number 25-9558.
- (Affects Parcel 1 only)
- AA 32. Covenants, conditions, and restrictions contained in the Declaration of Restrictive Covenant recorded October 6, 1992 as Document [R92-189563](#) made by American National Bank and Trust Company of Chicago as Trustee under Trust Number 115041-07 and Taco Bell Corp.
- AB 33. Underground electrical easement in favor of the City of Naperville, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as Document No. [R92-208232](#), affecting that part of Lot 6 in Glacier Park Resubdivision Number 1, as described as follows:
- Commencing at the Southwest corner of said Lot 6; thence South 84 degrees 02 minutes 46 seconds West, along the Southerly line of Lot 6, a distance of 43.29 feet to a point of beginning; thence North 01 degree, 07 minutes, 54 seconds East, a distance of 70.00 feet; thence South 88 degrees, 52 minutes, 06 seconds East, a distance of 43.00 feet to the East line of Lot 6; all in the City of Naperville, DuPage County, Illinois.
- (Affects easement Parcels 21 and 22 only)
- AC 34. Easement recorded October 4, 1973 as Document R73-63290, to the Commonwealth Edison Company and the Illinois Bell Telephone Company, their respective successors and assigns, to construct, maintain, relocate and renew equipment consisting of conduits, wires, cables and other necessary electrical facilities upon, along and under the land, which facilities shall be located within the dedicated road area

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ALTA Commitment for Title Insurance (08/01/2016)



SCHEDULE B, PART II
EXCEPTIONS

(continued)

of Illinois State Route 59 which extends along the Westerly line of the land.

(Affects easement Parcel 23 only)

- AD 35. Rights of the public and the municipality in and to so much of the land as falls in Route 59 as originally constituted, and as widened by instrument of dedication recorded March 25, 1931 as Document 310211 and instrument of dedication recorded May 12, 1931 as Document 312314.

(Affects easement Parcel 23 only)

- AE 36. Grant of easement recorded April 6, 1965 as Document R65-10866, to construct, operate, maintain, replace and remove a communication system consisting of such underground cables, wires, conduit, manholes and other appurtenances, within the confines of the North 1/2 of the public highway, also, upon, over and under a strip of land one rod wide under and across the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 38 North, range 9.

(Affects easement Parcel 23 only)

- AF 37. Recapture fees for development of Glacier Park, as set forth in instrument recorded July 30, 1991 as Document [R91-095829](#).

(Affects easement Parcel 23 only)

- AG 38. Annexation agreement dated February 5, 1991 and recorded October 24, 1991 as Document [R91-140925](#) made between the City of Naperville; Jetco Properties, Inc.; and the Tucker Companies, which contains provisions for payments of certain development related costs.

Note: Annexed to the City of Naperville by ordinance #91-204 and recorded as Document [R91-140926](#).

(Affects easement Parcel 23 only)

- AH 39. Lease made by Westridge Court Partnership, Landlord, to Borders Inc., Tenant, a Memorandum of which was dated January 24, 1994 and recorded March 21, 1994 as Document Number [R94-067751](#), and rights of tenant, as tenant only with no option to purchase or right of first refusal to purchase. The lease contains a provision for extension of the lease.

(See recorded instrument for particulars.)

- AI 40. Lease made by Chicago Title and Trust, as Trustee under trust agreement dated December 31, 1992 and known as Trust Number 1097154 and Westridge Court Partnership, Landlord, and Buffets, Inc., tenant. A memorandum of which was dated October 5, 1993 and recorded December 21, 1993 as Document Number [R93-297277](#), demising the land for a term of years commencing on November 24, 1992 and ending December 31, 2007, and rights of tenant, as tenant only with no option to purchase or right of first refusal to purchase. The lease contains an option to extend for 2 additional periods of 5

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ALTA Commitment for Title Insurance (08/01/2016)



SCHEDULE B, PART II
EXCEPTIONS

(continued)

years each.

Among other things, said lease imposes certain restrictions on other portions of the subject land - see the recorded instrument for particulars.

- AJ 41. Lease made by Fox Park I Partnership to K Mart Corporation dated December 19, 1985, a memorandum of which was recorded February 28, 1989 as Document No. [R89-022504](#), and re-recorded March 15, 1989 as Document No. R89-028677, demising the land for a term of years beginning as therein defined for an initial term of 25 years, more or less, with options to extend for 10 consecutive 5 year periods, and all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through, or under said Lessee, as Lessee only with no option to purchase or right of first refusal to purchase.

Among other things, said lease imposes certain restrictions on other portions of the subject land - see the recorded instrument for particulars.
(Affects that part of the land described therein)

- AK 42. Terms and provisions of the ordinance approving a conditional use for a physical culture and health services facility for Suite 103 in the Westridge Court Shopping Center recorded February 24, 2005 as [Document No. R2005-037619](#).

- AM 43. Lease dated as of October 25, 2001 between New Plan Realty Trust, as Lessor, and Nova Cinetech, Inc., as Lessee, as (i) assigned by Nova Cinetech, Inc., to Naperville Theater, LLC; and (ii) amended by a certain first amendment to lease dated February 14, 2008 and a certain second amendment to lease dated November 25, 2008, by and between Centro NP Holdings 6 SPE, LLC, as Lessor, Nova Cinetech, Inc., as Assignor, and Naperville Theater, LLC, as Lessee, as evidenced of record by memorandum recorded January 23, 2009, as [Document No. R2009-008832](#), and rights of tenant, as tenant only with no option to purchase or right of first refusal to purchase, and which lease demises the following described land for a term of years beginning on or about January 21, 2009 and continuing for a period of 10 years following the expiration of the pre-opening period (as defined in the lease):

Premises commonly known as Space 30 in the Westridge Shopping Center, 352 South Route 59, Naperville, IL 605430-3924 and being generally located in Lot 1 in Glacier Park Resubdivision No. 1, aforesaid.

The lease grants tenant 3 successive options for the following periods: (i) a 10 year period commencing upon the expiration of the restated term ("First Extension Period"), (ii) a 5 year period commencing upon the expiration of the first extension period ("Second Extension Period"), and (iii) a 5 year period commencing upon the expiration of the second extension period.

Construction Leasehold Mortgage, etc. as to said Leasehold estate recorded January 28, 2009 as Document No. [R2009-008833](#).

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

AL 44. Terms and provisions of the Ordinance approving the site plan and landscape variances for Hollywood Palms f/k/a/ Nova 8 Cinemas in the Westridge Court Shopping Center recorded August 13, 2009 as Document No. [R2009-126338](#).

AN 45. A memorandum of lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: July 18, 2011
Lessor: Centro NP Holdings 6 SPE, LLC
Lessee: Bed Bath & Beyond Inc.
Recording Date: August 29, 2011
Recording No: [R2011-101531](#)

And all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through or under said Lessee.

Among other things, said lease imposes certain restrictions on other portions of the subject land - see the recorded instrument for particulars.

Recognition Agreement dated as of July 18, 2011 and recorded August 29, 2011 as Document No. [R2011-101532](#) made by and between Centro NP Holdings 6 SPE, LLC (Landlord); Bed Bath & Beyond Inc. (Tenant); and Buy Buy Baby Inc. (Subtenant) in which all of the premised leased to Tenant has been subleased to subtenant, and subject to the terms contained therein.

AO 46. A memorandum of lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: December 20, 2011
Lessor: Centro NP Holdings 6 SPE, LLC
Lessee: Gordmans, Inc.
Recording Date: January 10, 2012
Recording No: [R2012-004199](#)

And all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through or under said Lessee.

Among other things, said lease imposes certain restrictions on other portions of the subject land - see the recorded instrument for particulars.

AP 47. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: November 18, 2013
Lessor: Brixmor Holdings 6 SPE, LLC, an Illinois limited liability company, formerly known as Centro NP Holdings 6 SPE, LLC, a Delaware limited liability company
Lessee: TV1, Inc., a Washington corporation

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

Recording Date: November 27, 2013
 Recording No: [R2013-160600](#)

And all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through or under said Lessee.

Among other things, said lease imposes certain restrictions on other portions of the subject land - see the recorded instrument for particulars.

- AQ 48. Terms and provisions of the Ordinance approving a conditional use for an amusement establishment in the B2 (Community Shopping Center) District recorded December 8, 2017 as Document No. [R2017-125865](#).
- AR 49. Terms, provisions and conditions of the permanent and temporary easements granted by Agreed Order in Condemnation Case No. 12ED000051 recorded August 25, 2016 as Document Nos. [R2016-090215](#) and [R2016-090216](#).
- AS 50. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- AT 51. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: December 28, 2018
 Lessor: Brixmor Holdings 6 SPE, LLC, a Delaware limited liability company
 Lessee: Bed Bath & Beyond Inc., a New York corporation
 Recording Date: February 20, 2019
 Recording No: [R2019-012112](#)

And all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through or under said Lessee.

Recognition Agreement dated as of January 28, 2019 and recorded February 20, 2019 as [Document R2019-012113](#) made by and between Brixmor Holdings 5 SPE, LLC, a Delaware limited liability company ("Landlord"); Bed Bath & Beyond Inc., a New York corporation ("Tenant") and Cost Plus, Inc., a California corporation ("Subtenant") in which all of the premises leased to Tenant has been subleased to subtenant, and subject to the terms contained therein.

- AU 52. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease
 Lessor: Brixmor Holdings 6 SPE, LLC, a Delaware limited liability company
 Lessee: Bed Bath & Beyond Inc., a New York corporation

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

Recording Date: August 9, 2019

Recording No: [R2019-067926](#)

Beginning: The Rent Commencement Date and ending initial term of 10 years commencing on the Rent Commencement Date, the Tenant has the right to extend the initial term for four (4) separate and additional periods of five (5) years each after the expiration of the initial term.

And all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through or under said Lessee.

- AV 53. Plat of Easement recorded August 16, 2019 and recorded [R2019-070497](#), granted to the City of Naperville, Illinois and those public utility companies operating under franchise or contract with the city, or otherwise authorized by the city, including but not limited to Illinois Bell Telephone Company d/b/a AT&T Illinois, Nicor Gas Company, and their successors and assign, as shown on said plat, and subject to the terms and provisions contained therein. (See document for exact location.)
- AX 54. Ordinance No. 20-006, an Ordinance granting Sign Variances from Title 6 of the Naperville Municipal Code for Monument Sign 1/South Elgin, Monument Sign 2/North Sign, the East Aurora Sign and the West Aurora Sign for property located at 204 S. Route 59 (Westridge Court Shopping Center) recorded June 16, 2020 as [Document No. R2020-062260](#).
- AW 55. Ordinance No. 19-149 an Ordinance approving the preliminary/final Plat of Subdivision for Glacier Park Resubdivision No. 10 located at 204 S. Route 59 (Westridge Court Shopping Center) recorded July 16, 2020 as [Document No. R2020-075497](#).
- AZ 56. Surveyor's Notes, as contained on the plat of Glacier Park Resubdivision No. 10 recorded July 16, 2020 as [document number R2020-075498](#), as pertains to access, as follows:
- There shall be no direct vehicular access to IL 59 from Lot 1.
- There shall be at most one (1) direct vehicular access point to IL 59 from Lot 2 as depicted hereon.
- There shall be at most one (1) restricted right-in, right-out vehicular access point to IL 59 from Lot 2 as depicted hereon.
- All other access shall be via Aurora Avenue, Jefferson Avenue, and internal circulation.
- BA 57. Easement for public utilities and drainage, and the easement provisions and grantees as set forth on the plat of subdivision recorded as document number [R2020-075498](#). (See plat for particulars.)
- BB 58. Ordinance No. 19-150 recorded July 16, 2020 as [document number R2020-075499](#), an ordinance approving variances to Section 6-7B-8, Section 6-9-5, Section 6-9-2, and Section 6-9-3, of the Naperville Municipal Code for the Westridge Court Shopping Center, and subject to the terms and provisions contained therein.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

- BC 59. Terms, provisions and conditions contained in the Declaration of Easements dated July 16, 2020 and recorded July 16, 2020 as [document number R2020-075500](#), relating in part to parking/cross-access easements; utility line(s); repair and maintenance, affecting the underlying shopping center. (See instrument for particulars.)

END OF SCHEDULE B, PART II

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ALTA Commitment for Title Insurance (08/01/2016)



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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(continued)

- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ELIZABETH M. CHAPLIN
RECORDER
DUPAGE COUNTY, IL
02/11/2025 03:39 PM
RHSP
DOC. NO. R2025-008238

PREPARED BY AND
RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Brixmor Property Group
8700 W. Bryn Mawr Avenue, Suite 1000S
Chicago, IL 60631
Attn: Vice President | Legal Counsel

PINS: 07-22-102-029, 030, 031, 032,
033, 034, 035 and 036

Space above this line is for the Recorder's use.

**AMENDED AND RESTATED
DECLARATION OF EASEMENTS AND PARKING REQUIREMENTS**

This Amended and Restated Declaration of Easements and Parking Requirements (this "**Declaration**") is made as of the 5th day of February, 2025 (the "**Effective Date**"), by BRIXMOR HOLDINGS 6 SPE, LLC, a Delaware limited liability company ("**Westridge Owner**"), having an address at c/o Brixmor Property Group Inc., 100 Park Avenue, Suite 600N, New York, New York 10017, as the current Parcel One Owner (defined below), the current Parcel Two Owner (defined below), the current Parcel Three Owner (defined below), the current Parcel Four Owner (defined below), the current Parcel Five Owner (defined below) and the current Parcel Six Owner (defined below), and Brixmor Heritage Square LLC, a Delaware limited liability company ("**Block 59 Owner**"), having an address at c/o Brixmor Property Group Inc., 100 Park Avenue, Suite 600N, New York, New York 10017, as the current owner of the Block 59 Parcel (defined below). Westridge Owner and Block 59 Owner are sometimes referred to herein collectively as the "**Declarants**."

WITNESSETH

1. WHEREAS, Westridge Owner owns a certain shopping center (the "**Westridge Shopping Center**") located at the southeast corner of Illinois Route 59 and Jefferson Avenue, Naperville, Illinois, commonly known as Westridge Court, consisting of that certain real property legally described on Exhibit A attached hereto and made a part hereof, the property boundary lines of which are generally depicted for illustrative purposes only on Exhibit C attached hereto and made a part hereof; and

2. WHEREAS, the Block 59 Owner owns a certain shopping center (the "**Block 59 Shopping Center**") located at the northeast corner of Illinois Route 59 and Aurora Avenue, Naperville, Illinois, consisting of that certain real property legally described on Exhibit B attached hereto and made a part hereof, the property boundary lines of which are generally depicted for illustrative purposes only on Exhibit C attached hereto and made a part hereof; and

3. WHEREAS, the Westridge Owner subdivided the Westridge Shopping Center pursuant to that certain Plat of Subdivision, dated January 3, 2020 and recorded as Document No. R2020-075498 on July 16, 2020 and, in connection therewith, established that certain Declaration of Easements, dated July 16, 2020 and recorded as Document No. R2020-075500 on July 16, 2020 (the "**Original Declaration**"); and

4. WHEREAS, the Block 59 Owner resubdivided Lot 5 of the Westridge Shopping Center and the Block 59 Shopping Center pursuant to that certain Plat of Subdivision, dated January 3, 2024 and recorded as Document No. R2024-030649 on June 6, 2024; and

5. WHEREAS, the Block 59 Shopping Center is comprised of one lot of record as legally described on **Exhibit B** attached hereto and made part hereof (the "**Block 59 Parcel**"; and the present and future owner of the Block 59 Parcel is referenced herein as the "**Block 59 Owner**"); and

6. WHEREAS, the Westridge Shopping Center is comprised of six lots of record, including: that certain real property described on **Exhibit D** attached hereto and made a part hereof ("**Parcel One**"; and the present and each future owner of Parcel One, "**Parcel One Owner**"), that certain real property legally described on **Exhibit E** attached hereto and made a part hereof ("**Parcel Two**"; and the present and each future owner of Parcel Two, "**Parcel Two Owner**"), that certain real property described on **Exhibit F** attached hereto and made a part hereof ("**Parcel Three**"; and the present and each future owner of Parcel Three, "**Parcel Three Owner**"), that certain real property described on **Exhibit G** attached hereto and made a part hereof ("**Parcel Four**"; and the present and each future owner of Parcel Four, "**Parcel Four Owner**"), that certain real property described on **Exhibit H** attached hereto and made a part hereof ("**Parcel Five**"; and the present and each future owner of Parcel Five, "**Parcel Five Owner**"), that certain real property described on **Exhibit I** attached hereto and made a part hereof ("**Parcel Six**"; and the present and each future owner of Parcel Six, "**Parcel Six Owner**"); and

7. WHEREAS, Parcel One, Parcel Two, Parcel Three, Parcel Four, Parcel Five, Parcel Six, and the Block 59 Parcel are sometimes referred to herein individually as a "**Parcel**" and collectively as the "**Parcels**". Parcel One Owner, Parcel Two Owner, Parcel Three Owner, Parcel Four Owner, Parcel Five Owner, Parcel Six Owner, and Block 59 Owner are sometimes referred to herein individually as an "**Owner**" and collectively as the "**Owners**"; and

8. WHEREAS, the Block 59 Shopping Center and the Westridge Shopping Center were previously under separate ownership, and the predecessor in title to the Block 59 Shopping Center and the predecessor in title to the Westridge Shopping Center had entered into an Easement for Ingress, Egress and Utilities, dated December 6, 1991 and recorded as Document No. R91-174203 on December 27, 1991 (the "**1991 Easement Agreement**"); and

9. WHEREAS, Block 59 Owner has undertaken a redevelopment of the Block 59 Parcel in a manner that more closely integrates the uses and functions of the Westridge Shopping Center and the Block 59 Shopping Center; and

10. WHEREAS, the Westridge Owner wishes to amend and restate the Original Declaration by and through this Declaration, and the Westridge Owner and Block 59 Owner wish

to collectively make this Declaration to grant and reserve certain easements upon all of the Parcels and to document parking requirements applicable to the Westridge Shopping Center and the Block 59 Shopping Center; and

11. WHEREAS, the Westridge Owner and the Block 59 Owner further wish to terminate the 1991 Easement Agreement by and through this Declaration given that all matters set forth in the 1991 Easement Agreement are addressed in this Declaration.

NOW, THEREFORE, Declarants hereby grant and declare as follows:

1. The preambles set forth above shall be deemed incorporated into this Declaration as if fully set forth in the body of this Declaration. Westridge Owner hereby declares that the Original Declaration shall be amended and superseded by this Declaration, and that the Original Declaration shall have no further force or effect. Westridge Owner and the Block 59 Owner further hereby declare that the 1991 Easement Agreement is terminated and shall have no further force or effect.

(a) Declarants hereby grant, declare and establish to and for the benefit of each Owner and each of their respective Permittees (defined below), as an appurtenance to each Parcel, a non-exclusive easement for parking (but not storage) of automobiles, vans, motorcycles and other motor vehicles and of bicycles and other non-motor vehicles and a non-exclusive easement for vehicular ingress, egress and passage in, to, upon, over and across each of the Parking Areas (defined below) on the other Parcels as such Parking Areas may exist from time to time, to have and to hold such rights and easements unto each Owner and their Permittees, subject, however, to the terms of this Declaration. Declarants further hereby grant, declare and establish to and for the benefit of each Owner and each of their respective Permittees, as an appurtenance to each Parcel, a non-exclusive easement for pedestrian ingress, egress and passage in, to, upon, over and across each of the Parking Areas and all sidewalks and walkways appurtenant thereto on the other Parcels as such Parking Areas, sidewalks and walkways may exist from time to time, to have and to hold such rights and easements unto each Owner and their Permittees, subject, however, to the terms of this Declaration. Notwithstanding the foregoing, in no event may any of the Parking Areas or any sidewalks or walkways appurtenant thereto on any Parcel be used by the Owner of any other Parcel or its Permittees for purposes other than those for which such Parking Areas, sidewalks and walkways are designed or intended. "Permittee" means any person or entity from time to time entitled to use and occupy any portion of any Parcel under an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement and the employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, assignees, subtenants, and concessionaires of any such person or entity insofar as their activities relate to the intended or permitted use of the Parcels. "Parking Areas" means those areas designated by painted parking stripes and/or signage located on the Parcels dedicated to the parking of automobiles, vans, motorcycles and other motor vehicles and of bicycles and other non-motor vehicles, and all drive aisles, through lanes and entranceways appurtenant to such areas.

(b) Declarants agree that shared parking is to be provided across the Block 59 Shopping Center and the Westridge Court Shopping Center in conformity with City of Naperville Ordinances 23-038 and 23-157 the (herein "**City Ordinances**") which are recorded with the DuPage County

Recorder as documents R2023-021675 and R2024-030648 respectively, excerpts of which are attached hereto as **Exhibit J**.

Each Parcel Owner and each Permittee (as to the space such Permittee occupies) shall strictly comply with the City Ordinances and determinations regarding parking and/or parking allocations made by the Zoning Administrator. Each Parcel Owner shall reference the City Ordinances in all matters pertaining to parking and/or parking allocations in the Block 59 Shopping Center and/or the Westridge Shopping Center.

The Declarants and each future Parcel Owner and each Permittee (as to the space such Permittee occupies) of each Parcel acknowledge and agree that any revision or amendment of this Declaration in contravention of the provisions of said City Ordinances (which would also include termination of this Declaration), and any parking allocation usage that does not fully comply with the requirements of said City Ordinances and/or Zoning Administrator determinations, shall be voidable by the City and may result in revocation of the City Ordinances, or parts thereof, by the City. The Declarants further agree that this Declaration shall be recorded with the DuPage County Recorder prior to any conveyance of any Parcel of the Block 59 Shopping Center or the Westridge Shopping Center.

2. Each Owner may, from time to time, build on and otherwise modify and reconfigure its Parcel, including, without limitation, the Parking Areas located on such Parcel, without notice to, or the consent of, the other Owners, provided that any such modifications and reconfigurations do not reduce the number of parking spaces and so long as such modifications and reconfigurations shall have been approved, to the extent required, by the City and any governmental or quasi-governmental authority, entity or body (or any department, agency or political subdivision thereof) having jurisdiction over the Westridge Shopping Center, Block 59 Shopping Center, or the applicable Parcel. Notwithstanding the foregoing, in no event shall any enclosed structure or other improvements be permanently placed in the area shown on **Exhibit K** attached hereto and made a part hereof.

3. Declarants hereby grant, declare and establish to and for the benefit of each Parcel, as an appurtenance to each Parcel, a non-exclusive right and easement for the operation, maintenance, repair, and replacement of any Existing Utility Line (defined below) located on another Parcel and to allow any such Existing Utility Line to continue to be located over, across, upon, under or through such other Parcel in its existing location, in each case to the extent permitted by and subject to the terms and conditions of any underlying agreements related to any such utility easement areas, and subject, however, to the terms of this Declaration. Notwithstanding the foregoing, each Owner shall have the right, at any time and from time to time, at its sole cost and expense, to relocate (or cause to be relocated) any Existing Utility Line that benefits any other Owner(s) and is located on its Parcel to another location on its Parcel, provided that (i) such relocating Owner shall have obtained all required approvals (if any) from the appropriate governmental bodies and/or the applicable utility provider, (ii) such relocation does not cause any material or unreasonable interruption of the service provided by or through the Utility Line (defined below) being relocated, unless such interruption is approved in advance by the benefitted Owner(s), which approval shall not be unreasonably withheld, conditioned or delayed, (iii) such relocation does not materially and adversely affect the operation, or the cost of operation, maintenance or repair of the Utility Line being relocated, and (iv) such relocation is

performed in a good and workmanlike manner in accordance with all applicable laws. In addition, each Owner shall have the right, at any time and from time to time, at its sole cost and expense, to install (or cause to be installed) new Utility Lines on, over, across, upon, under or through any Parcel(s) not owned by such Owner to the extent reasonably necessary to secure new utility services, and the Owner(s) of the other Parcel(s) on which such new Utility Lines will be located shall reasonably cooperate, at no cost or expense to such Owner(s), in taking all steps necessary or appropriate to accomplish the installation of any such new Utility Line, provided that (i) the benefitted Owner shall have obtained all required approvals (if any) from the appropriate governmental bodies and/or the applicable utility provider, (ii) the location of any new Utility Line shall be subject to the consent of the Owner of any burdened Parcel, which consent shall not be unreasonably withheld, conditioned or delayed, and (iii) the installation of any such new Utility Line shall be performed in a good and workmanlike manner in accordance with all applicable laws, and otherwise in accordance with any burdened Owner's reasonable conditions and requirements. Any new Utility Line installed in accordance with the immediately preceding sentence shall, once so installed, be deemed to be an Existing Utility Line for all purposes under this Declaration. **"Utility Line"** means any facilities and systems for the transmission, distribution or other provision of utility services, including, but not limited to, water drainage systems, water mains, sewer lines, lift stations, electrical conduits or systems, gas mains and other public or private utility facilities and systems providing service to any Parcel and all lines, conduits, connections, appurtenances, structures, equipment and facilities related to the installation or operation of any of the foregoing. **"Existing Utility Line"** means any Utility Line which is in existence as of the Effective Date, or any new Utility Line installed in accordance with this Section 3.

4. Each Owner covenants and agrees to maintain and keep all improved and unimproved portions of its Parcel(s) in good condition and repair, in compliance with all applicable laws and the provisions of this Declaration.

5. The fact that all interests in the Parcels are, as of the Effective Date, vested in Declarants, shall not cause a merger of those interests or any extinguishment of this Declaration or the rights and interests created by this Declaration. In addition, the future ownership of the Parcels by one person or entity shall not result in a merger of the rights granted herein or the obligations created hereby. It is intended that no merger occur and this Declaration remain in full force and effect from and after the Effective Date.

6. All provisions of this Declaration shall run with the land and shall be binding upon each Owner (including any successor owner(s) of each Parcel (or any portion thereof)), all tenants and occupants of each Parcel (or any portion thereof) and all those having any rights by, under or through any of them, and shall be unaffected by any change in the ownership of any property covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances. This Declaration shall inure to the benefit and burden of Declarants and any successor owner(s) of any Parcel (or any portion thereof). Any party acquiring any interest in any Parcel (or any portion thereof) shall, by virtue of acceptance of such interest, be deemed to have restated, assumed and agreed to be bound by the terms and conditions of this Declaration. At the time of any transfer of ownership in any Parcel (or any part thereof), the transferor shall be relieved of any liability accruing under this Declaration with respect to the transferred property from and after the date of such transfer.

7. No delay or omission by any Owner in the exercise of any right accruing upon any violation, breach or default by another Owner or any tenant or other occupant of any Parcel under this Declaration shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a violation, breach or a default of any of the terms and conditions of this Declaration by any other Owner or any tenant or other occupant of any Parcel, as applicable, shall not be construed to be a waiver of any subsequent violation, breach or default by such Owner or any tenant or other occupant of any Parcel, as applicable, of the same or any other provision of this Declaration.

8. All notices, requests, demands or other communications ("Notices") hereunder shall be in writing and deemed given (a) when delivered personally, or (b) three (3) days after said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after the Notice is deposited with a nationally recognized overnight courier service with next business day delivery specified, addressed as follows:

If to Parcel One Owner: c/o Brixmor Property Group, Inc.
100 Park Avenue, Suite 600N
New York, New York 10017
Attn: General Counsel

If to Parcel Two Owner: c/o Brixmor Property Group, Inc.
100 Park Avenue, Suite 600N
New York, New York 10017
Attn: General Counsel

If to Parcel Three Owner: c/o Brixmor Property Group, Inc.
100 Park Avenue, Suite 600N
New York, New York 10017
Attn: General Counsel

If to Parcel Four Owner: c/o Brixmor Property Group Inc.
100 Park Avenue, Suite, 600N
New York, New York 10017
Attn: General Counsel

If to Parcel Five Owner: c/o Brixmor Property Group Inc.
100 Park Avenue, Suite, 600N
New York, New York 10017
Attn: General Counsel

If to Parcel Six Owner c/o Brixmor Property Group Inc.
100 Park Avenue, Suite, 600N
New York, New York 10017
Attn: General Counsel

If to Block 59 Parcel Owner

c/o Brixmor Property Group, Inc.
100 Park Avenue, Suite 600N
New York, New York 10017
Attn: General Counsel

An Owner may change its address for Notices by giving written notice thereof to the other Owners in the manner set forth herein. The attorneys for the Owners may give Notices on behalf of their respective clients.

9. The term of this Declaration shall be for ninety-nine (99) years from the Effective Date. Upon expiration of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration shall terminate and have no further force or effect; provided, however, that the expiration of this Declaration shall not limit or affect any remedy at law or in equity that an Owner may have against the other Owners with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such expiration.

10. This Declaration shall not be amended, modified or terminated except by a written instrument executed by all Owners.

11. Each Owner may, at any time and from time to time, in connection with the sale or transfer of such Owner's Parcel, or in connection with the financing or refinancing of such Owner's Parcel by mortgage, deed of trust or sale leaseback made in good faith and for value, deliver written Notice to the other Owners requesting such Owners to certify in writing that to the actual knowledge of the certifying Owner, (a) this Declaration is in full force and effect, (b) this Declaration has not been amended or modified, or, if so amended or modified, identifying the amendment(s) and/or modification(s), and (c) the requesting Owner is not in default in the performance of its obligations under this Declaration, or, if in default, describing the nature of any and all defaults. The Owner receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof.

12. In the event any provision or portion of this Declaration is held by final judgment of any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

13. Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the Owners. It is understood that the relationship between the Owners is an arms' length one that shall at all times be and remain separate. No Owner shall have the right to act for or on behalf of the other Owners, as agent or otherwise, unless expressly authorized to do so herein or by a separate written instrument signed by the Owner to be charged or bound.

14. This Declaration is to be governed, construed and enforced in accordance with 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date set forth above.

BRIXMOR HOLDINGS 6 SPE, LLC, a
Delaware limited liability company

By: David Vender
Name: David Vender
Title: Executive Vice President

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

This instrument was acknowledged before me on February 5, 2025, by David Vender, the Executive VP of BRIXMOR HOLDINGS 6 SPE, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Debra Ann Pauly
Notary Public



BRIXMOR HERITAGE SQUARE, LLC, a
Delaware limited liability company

By: David Vender
Name: David Vender
Title: Executive Vice President

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

This instrument was acknowledged before me on February 5, 2025, by David Vender, the Executive VP of BRIXMOR HERITAGE SQUARE, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Debra Ann Pauly
Notary Public

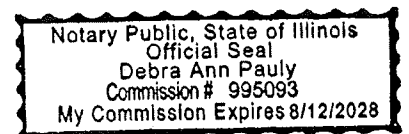


Exhibit A

Westridge Shopping Center Legal Description

Legal Description Upon Recordation of Block 59 Subdivision:

LOTS 1 THROUGH 4 AND LOT 6 IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS TOGETHER WITH LOT 2 IN BLOCK 59 SUBDIVISION, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2024 AS DOCUMENT NO. R2024-030647, IN DUPAGE COUNTY, ILLINOIS.

Address: 304 S. Illinois Rte 59, Naperville, IL 60540

PIN: 07-22-102-029, 07-22-102-030, 07-22-102-031, 07-22-102-032, 07-22-102-033, and 07-22-102-034

Exhibit B

Block 59 Shopping Center Legal Description

Legal Description Upon Recordation of Block 59 Subdivision:

LOT 1 IN BLOCK 59 SUBDIVISION, BEING A SUBDIVISION IN SECTION 22,
TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2024 AS DOCUMENT NO.
R2024-030647, IN DUPAGE COUNTY, ILLINOIS.

Address: 404 S. Illinois Rte 59, Naperville, IL 60540

PIN: 07-22-102-022

Exhibit C

Depiction of Westridge Shopping Center and Block 59 Shopping Center Property Boundary Lines

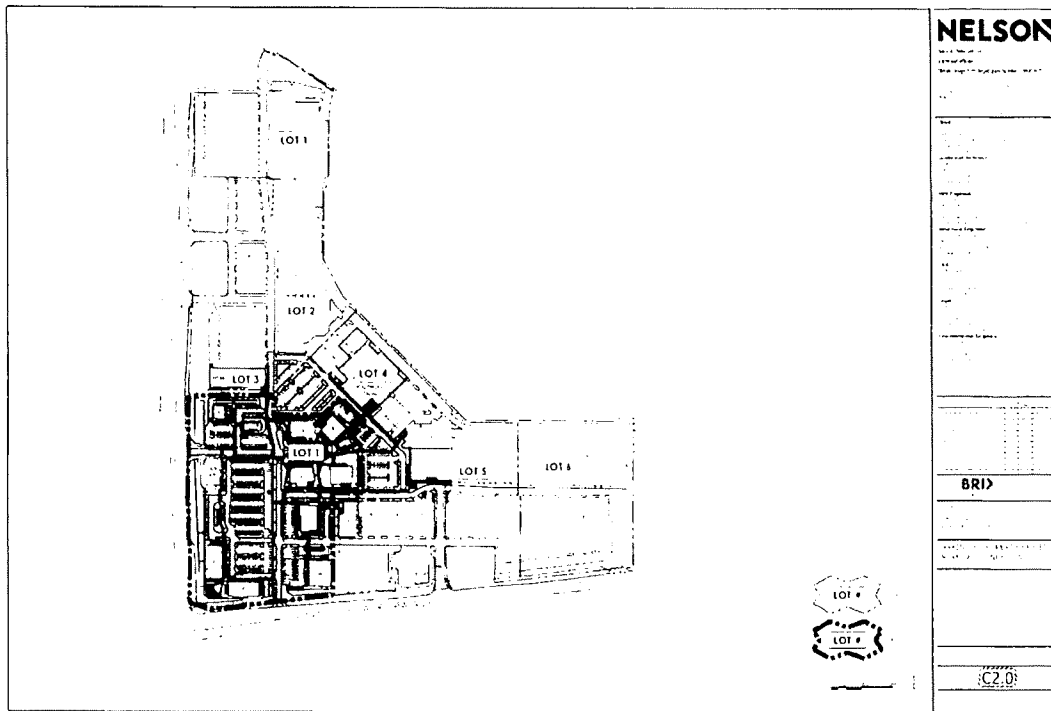


Exhibit D

Parcel One Legal Description

Legal Description as of Effective Date:

LOT 1 IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Address: 304 S. Illinois Rte 59, Naperville, IL 60540

PIN: 07-22-102-029

No Change to Legal Description Due to Block 59 Subdivision

Exhibit E

Parcel Two Legal Description

Legal Description as of Effective Date:

LOT 2 IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Address: 304 S. Illinois Rte 59, Naperville, IL 60540

PIN: 07-22-102-030

No Change to Legal Description Due to Block 59 Subdivision

Exhibit F

Parcel Three Legal Description

Legal Description as of Effective Date:

LOT 3 IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Address: 304 S. Illinois Rte 59, Naperville, IL 60540

PIN: 07-22-102-031

No Change to Legal Description Due to Block 59 Subdivision

Exhibit G

Parcel Four Legal Description

Legal Description as of Effective Date:

LOT 4 IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Address: 304 S. Illinois Rte 59, Naperville, IL 60540

PIN: 07-22-102-032

No Change to Legal Description Due to Block 59 Subdivision

Exhibit H

Parcel Five Legal Description

Legal Description as of Recordation of Block 59 Subdivision:

LOT 2 IN BLOCK 59 SUBDIVISION, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2024 AS DOCUMENT NO. R2024-030647, IN DUPAGE COUNTY, ILLINOIS.

Address: 304 S. Illinois Rte 59, Naperville, IL 60540

PIN: 07-22-102-033

Exhibit I

Parcel Six Legal Description

Legal Description as of Effective Date:

LOT 6 IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Address: 304 S. Illinois Rte 59, Naperville, IL 60540

PIN: 07-22-102-034

No Change to Legal Description Due to Block 59 Subdivision

Exhibit J

Excerpts from City Ordinances



DocId:20050364

T:40490873

PIN:
07-22-102-022

ADDRESS:
404 S. ROUTE 59
NAPERVILLE, IL 60564

PREPARED BY:
CITY OF NAPERVILLE
LEGAL DEPARTMENT
630/420-4170

RETURN TO:
CITY OF NAPERVILLE
CITY CLERK'S OFFICE
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
04/12/2023 09:19 AM

DOCUMENT # R2023-021675

DOCUMENT SUBMITTED WITH
LOW QUALITY / ILLEGIBLE PORTIONS

PZC Case #22-1-038

ORDINANCE NO. 23 – 038

**AN ORDINANCE APPROVING A CONDITIONAL USE FOR A PLANNED
UNIT DEVELOPMENT, A PRELIMINARY PUD PLAT, AND
VARIOUS DEVIATIONS FOR BLOCK 59**

RECITALS

1. **WHEREAS**, Brixmor Heritage Square LLC, 8700 West Bryn Mawr Avenue, Suite 1000-S, Chicago, IL 60631, is the owner ("**Owner**" and "**Petitioner**") of real property located at 404 South Route 59, Naperville, Illinois, legally described on **Exhibit A** and depicted on **Exhibit B** ("**Subject Property**") and commonly known as Block 59; and
2. **WHEREAS**, Brixmor Holdings SPE 6, LLC, 8700 West Bryn Mawr Avenue, Suite 1000-S, Chicago, Illinois 60631, is the owner of Westridge Court Shopping Center ("**Adjacent Owner**"); and

3. **WHEREAS**, Owner and Adjacent Owner are both wholly owned subsidiaries of the publicly traded company, Brixmor Property Group, 8700 West Bryn Mawr Avenue, Suite 1000-S, Chicago, Illinois 60631; and
4. **WHEREAS**, the Subject Property is zoned B2 (Community Shopping Center District) and consists of approximately 16.48 acres at the northeast corner of Route 59 and Aurora Avenue; and
5. **WHEREAS**, the Petitioner has petitioned the City of Naperville for approval of a conditional use for a Planned Unit Development (PUD) and Preliminary PUD Plat, attached hereto as **Exhibit C** ("**Preliminary PUD Plat**"), for Block 59; and
6. **WHEREAS**, the Petitioner has petitioned the City of Naperville for approval of deviations to the following sections of the Naperville Municipal Code: Section 6-9-3 (Schedule of Off-Street Parking Requirements) to reduce the required parking from 3,796 parking spaces to 3,358 parking spaces ("**Parking Deviation**"); Section 6-14-4:3.2.5 (Performance Standards) to increase the height of light poles from 25 feet to 30 feet; Section 6-9-6:2.2 (Drive Through Stacking Lanes) to shorten the required drive-through bypass lane for building L on the Preliminary PUD Plat; Section 6-16-5 (Signs on Commercial and Institutional Property) to allow for modifications to permissible sign height, area, setbacks, orientation, quantity, and changeable copy regulations; and, Section 1.3.2 of the Design Manual for Public Improvements to modify the required parking lot design. These deviations are further detailed in Owner's Response to Standards attached hereto as **Exhibit D**, and shall collectively be referred to as the Block 59 PUD Entitlements ("**Block 59 PUD Entitlements**"); and

7. **WHEREAS**, to support the requested Parking Deviation, Petitioner has submitted a Parking Study, attached hereto as **Exhibit E** ("**Parking Study**"). Said Parking Study outlines that parking for Block 59 and the Westridge Court Shopping Center will be shared and is approved subject to the conditions included herein; and
8. **WHEREAS**, Owner has requested that the City approve this ordinance ("**Ordinance**") along with ordinances approving the following: revocation of the Heritage Square planned unit development (PUD); and, a preliminary plat of subdivision for Block 59 (hereinafter cumulatively referenced herein as the "**The Block 59 Ordinances**");
9. **WHEREAS**, on February 15, 2023, the City's Planning and Zoning Commission conducted a public hearing regarding the Block 59 PUD Entitlements and recommended approval of the Petitioner's requests subject to additional modifications to the drive-through design for building L on the Preliminary PUD Plat; and
10. **WHEREAS**, following the February 15, 2023, PZC public hearing, the Owner made the requested modifications to the drive-through design for building L on the Preliminary PUD Plat; and
11. **WHEREAS**, notwithstanding the foregoing, the City Council finds that, subject to the terms and conditions set forth and referenced herein, the Block 59 PUD Entitlements meet the standards for approval as provided in **Exhibit D** attached hereto and should be approved for the Subject Property as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule powers, as follows:

SECTION 1: The foregoing Recitals are incorporated as though fully set forth in this Section 1. All exhibits referenced in this Ordinance shall be deemed incorporated and made part hereof.

SECTION 2: Subject to approval, execution, and recordation of The Block 59 Ordinances, the Preliminary PUD Plat for Block 59, attached to this Ordinance as **Exhibit C**, is hereby approved.

SECTION 3: A deviation to Section 6-9-3 (Schedule of Off-Street Parking Requirements) of the Municipal Code to reduce the required shared parking from 3,796 parking spaces to 3,358 parking spaces for Block 59 and Westridge Court, as illustrated on **Exhibit F** ("Site Plan"), is hereby approved, subject to the following conditions:

1. Owner shall amend the Declaration of Easements dated July 16, 2020 and currently recorded as Document No. R2020-075500, to reflect the parking changes proposed for Westridge Court, as well as to expand the applicability of the agreement to Block 59. Said amendment shall be subject to review and approval by the City Attorney and shall be recorded concurrent with the first Final PUD Plat for Block 59.
2. Owner shall submit an autoturn exhibit for the overflow and event parking areas, utilizing a 34.25 foot fire pumper truck, which exhibit shall be subject to review and approval by the City Engineer, prior to City Council consideration of the first final PUD plat for Block 59.
3. Owner shall submit details pertaining to the utilization and functionality of the overflow and event parking area, including options such as wayfinding signage, lot striping, hours of operation, and usage of parking lot attendants, subject to review and approval by the City Zoning Administrator, prior to City Council consideration of the first final PUD plat for Block 59.
4. If it is determined by the City Zoning Administrator that the parking demands of Block 59 and Westridge Court are not being accommodated within the available parking supply on the Subject Property, or if designated valet areas serving the Subject Property are consistently operating over capacity, the City Zoning Administrator shall notify the Owner and work with the Owner to identify the parameters of the parking shortage and determine how said parking shortage may be resolved. Options which may be required by the City Zoning Administrator to resolve a parking shortage may include some or all of the following:

- a. Utilization of alternative parking solutions by the Owner such as shared

parking agreements with surrounding property owners or providing off-site parking locations.

- b. Prioritization of tenants with reduced parking requirements/demand over restaurant/entertainment tenants.
- c. Pre-approval by the City Zoning Administrator of temporary events planned to take place within Block 59 or Westridge Court parking areas.
- d. Modifications of designated valet parking areas and overflow event parking (either by elimination of and/or addition thereto) shall be made if said areas do not operate as anticipated.
- e. Any other options proposed by the Owner subject to review and approval by the City Zoning Administrator.

The Zoning Administrator, with input from the Owner, will determine which of the above option(s) will most efficiently address the parking shortage on the Subject Property. The Owner shall promptly comply therewith. If the Owner disagrees with the determination of the Zoning Administrator, the Owner may submit a request for review to the City Council which shall be transmitted through the Zoning Administrator. Further, if the City Zoning Administrator does not grant approval of a Special Event, the Owner may seek approval from the City Council of a Temporary Use subject to Section 6-2-11 of the Naperville Municipal Code as amended from time to time.

SECTION 4: A deviation to Section 6-14-4:3.2.5 (Performance Standards) to increase the height of light poles from 25 feet to 30 feet in limited areas of the development including the event plaza surrounded by Buildings A through D on the Preliminary PUD Plat and the parking fields immediately northeast of these buildings is hereby approved.

SECTION 5: A deviation to Section 6-9-6:2.2 (Drive Through Stacking Lanes) to shorten the required drive-through bypass lane for building L on the Preliminary PUD Plat is hereby approved.

SECTION 6: The following deviations to permit the corner sign, also identified as Sign A1 in the Signage Entitlement Package attached hereto as **Exhibit G** ("Sign Package"), are hereby approved:

- a. Section 6-16-5:2.2.1 to allow a sign to be oriented 45 degrees at the corner of IL Route 59 and Aurora Avenue;
- b. Section 6-16-5:2.4.2 to allow the sign to measure 318.35 sq. ft. instead of the permissible 32 sq. ft.; and,
- c. Section 6-16-5:2.4.4 to allow the sign to measure 14 ft. in height instead of the 10 ft. maximum.

SECTION 7: The following deviations to permit two monument signs, also identified as Sign A2 in the Signage Entitlement Package attached hereto as **Exhibit G** ("**Sign Package**"), are hereby approved:

- a. Section 6-16-5:2.2 (Area) to allow the sign area to be 400 sq. ft. (instead of 90 sq. ft. along Route 59). 224 sq. ft. of the sign will be comprised of an electronic message board; (*Route 59 Monument only*)
- b. Section 6-16-5:2.2 (Area) to allow the sign area to be 400 sq. ft. (instead of 45 sq. ft. along Aurora Avenue). 224 sq. ft. of the sign will be comprised of an electronic message board; (*Aurora Avenue Monument only*)
- c. Section 6-16-5:2.2 (Changeable Signage) to allow changeable signage areas to display fluid movements and not be restricted to static displays that change once every 10 seconds. No scrolling, flashing, or attention getting movements will be permitted. (*Both signs*)
- d. Section 6-16-5:2.2 (Height) to allow the sign to exceed the 10-foot maximum height and measure 34 feet in height. (*Both signs*)

SECTION 8: A deviation to Section 1.3.2 of the Design Manual for Public Improvements to modify the required parking lot design, as illustrated on **Exhibit F** ("**Site Plan**"), is hereby approved.

SECTION 9: The Preliminary Landscape Plan for Block 59, attached to this Ordinance as **Exhibit H**, is hereby approved.

SECTION 10: The Open Space Plan for Block 59, attached to this Ordinance as **Exhibit I**, is hereby approved.

SECTION 11: The Building Elevations, attached to this Ordinance as **Exhibit J**, are preliminary. Final building elevations in general conformity with **Exhibit J** and in

compliance with the Citywide Building Design Guidelines then in effect shall be processed for approval with the Final PUD Plat for each Phase.

SECTION 12: This Ordinance is subject to all conditions and requirements set forth in the Naperville Municipal Code, as amended from time to time.

SECTION 13: If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision, shall not affect any of the remaining provisions of this Ordinance or any other City ordinance, resolution, or provision of the Naperville Municipal Code. Technical and minor substantive revisions as deemed acceptable to the City Attorney may be made to this Ordinance and to the exhibits hereto prior to recordation with the office of the Recorder in which the Subject Property is located within.

SECTION 14: If this Ordinance is not recorded with the office of the Recorder in which the Subject Property is located within one (1) year of their approval and passage by the Naperville City Council, this Ordinance shall be null and void without any further action by the City unless this Ordinance is amended by the City to extend such timeframe. The Petitioner shall defend, indemnify, and hold the City and its officers, agents and employees harmless if recordation does not occur within the original, or any extended, timeframe.

SECTION 15: The City Clerk is authorized and directed to record this Ordinance,
along with The Block 59 Ordinances, with the DuPage County Recorder.

PASSED this 21st March day of March 2023.

AYES: CHIRICO, ANDERSON, HINTERLONG, KELLY, LEONG,
SULLIVAN, TAYLOR, WHITE

NAYS: HOLZHAUER

APPROVED this 22nd day of March 2023.



Steve Chirico
Mayor

ATTEST:



Grace Michalak
Records Clerk

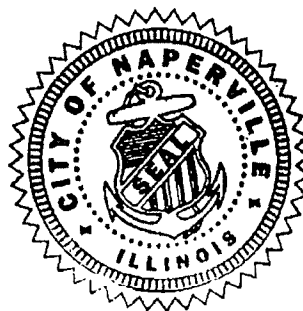


Exhibit E

Form of Owners' Acknowledgement and Acceptance Agreement ("OAA")

PROPERTY ADDRESSES:

**BLOCK 59 SHOPPING CENTER
404 to 476 ILLINOIS ROUTE 59
NAPERVILLE, IL 60540**

**WESTRIDGE COURT SHOPPING
CENTER:
2835 AURORA AVENUE
204 to 304 ILLINOIS ROUTE 59
NAPERVILLE, IL 60540**

**P.I.N.
BLOCK 59 SHOPPING
CENTER:
07-22-102-022**

**P.I.N.S
WESTRIDGE COURT SHOPPING
CENTER:
07-22-102-029
07-22-102-030
07-22-102-031
07-22-102-032
07-22-102-033
07-22-102-034**

**RETURN TO/PREPARED BY:
CITY OF NAPERVILLE
CITY CLERK'S OFFICE
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540**

**OWNERS' ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT
FOR**

BLOCK 59 SHOPPING CENTER AND WESTRIDGE COURT SHOPPING CENTER

This Owners' Acknowledgement and Acceptance Agreement ("Agreement") for Block 59 Shopping Center located at 404 Illinois Route 59 and Westridge Court Shopping Center located at 204 Illinois Route 59, Naperville, IL 60540, 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 ("City" or "City of Naperville"), with an address of 400 South Eagle Street, Naperville, Illinois 60540, and Brixmor Heritage Square LLC, a Delaware limited liability company ("OWNER AND DEVELOPER – BLOCK 59"), having an address at c/o Brixmor Property Group Inc., 450 Lexington Avenue, 13th Floor, New York, New York 10017, and BRIXMOR HOLDINGS 6 SPE, LLC, a Delaware limited liability company ("OWNER AND DEVELOPER – WESTRIDGE

COURT”), having an address at c/o Brixmor Property Group Inc., 450 Lexington Avenue, 13th Floor, New York, New York 10017. The City and the OWNER AND DEVELOPER – BLOCK 59 and OWNER AND DEVELOPER – WESTRIDGE COURT are together hereinafter referred to as the **“Parties”** and sometimes individually as **“Party”**.

RECITALS

A. This Agreement pertains to the following real property located within the corporate limits of the City of Naperville:

-The Block 59 Shopping Center with a common address of 404 to 476 Illinois Route 59 and 2835 Aurora Avenue, Naperville, IL 60540, having a parcel identification number of 07-22-102-022, legally described on **Exhibit A** (hereinafter referred as the **“Block 59 Shopping Center”**). OWNER AND DEVELOPER – BLOCK 59 is the owner of the Block 59 Shopping Center.

-The Westridge Court Shopping Center with a common address of 204 to 304 Illinois Route 59 Naperville, IL 60540, having parcel identification numbers of 07-22-102-029, -030, 031, -032, -033, and 0034 legally described on **Exhibit B** (hereinafter referred as the **“Westridge Court Shopping Center”**). OWNER AND DEVELOPER – WESTRIDGE COURT is the owner of the Westridge Court Shopping Center.

B. Together the Block 59 Shopping Center and Westridge Court Shopping Center are referenced herein as the **“SUBJECT PROPERTY”**.

C. The following Ordinances were passed by the Naperville City Council on March 21, 2023, and on November 7, 2023, and are binding upon the **SUBJECT PROPERTY**:

- | | |
|--------------------|---|
| Ordinance 23-036 | An ordinance revoking ordinance 91-205 which established the Heritage Square Planned Unit Development (PUD) for the property located at 404 S. IL Route 59 recorded with the DuPage County Recorder as Document No. R2023-021673; and |
| Ordinance 23-037 | An ordinance approving a preliminary plat of subdivision for Block 59 recorded with the DuPage County Recorder as Document No. R2023-021674; and |
| Ordinance 23-038 | An ordinance approving a conditional use for a planned unit development and preliminary PUD plat and various deviations for Block 59 recorded with the DuPage County Recorder as Document No. R2023-021675; and |
| Ordinance 23-_____ | An ordinance approving the Final Plat of Subdivision for the SUBJECT PROPERTY recorded with the DuPage County Recorder as Document No. _____; and |
| Ordinance 23-_____ | An ordinance approving the final PUD plat and various deviations for Block 59 recorded with the DuPage County Recorder as Document No. _____. |

D. OWNER AND DEVELOPER – BLOCK 59 and OWNER AND DEVELOPER – WESTRIDGE COURT petitioned the City for approval of a Final Plat of Subdivision (“**Final Subdivision Plat**”) together with a Final Plat of Planned Unit Development for the Block 59 Shopping Center requested by OWNER AND DEVELOPER – BLOCK 59 in order to redevelop the Block 59 Shopping Center with restaurant, retail, and experiential uses.

E. This Agreement applies to the Block 59 Shopping Center and OWNER AND DEVELOPER – BLOCK 59 in its entirety and applies as to Westridge Court Shopping Center and OWNER AND DEVELOPER – WESTRIDGE COURT for the purposes of paragraphs 2, 4, and 9 and each subsection thereof.

F. 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. **Ongoing Compliance.** OWNER AND DEVELOPER – BLOCK 59 and OWNER AND DEVELOPER – WESTRIDGE COURT shall be subject to and shall fulfill all conditions set forth or referenced herein associated with the Block 59 Shopping Center and Westridge Court Shopping Center, including but not limited to: (i) the terms of this Agreement; (ii) the provisions of the Naperville Municipal Code, as amended from time to time except to the extent relief has been granted; (iii) all ordinances and resolutions passed or adopted by the Naperville City Council related to the Block 59 Shopping Center, including but not limited to the Block 59 Preliminary Ordinances; and (iv) all applicable laws and regulations except to the extent relief has been granted.
3. **Development of the Block 59 Shopping Center.** OWNER AND DEVELOPER – BLOCK 59 shall construct all improvements related to the development of the Block 59 Shopping Center in compliance with final engineering plans prepared by RTM Engineering Consultants, dated June 23, 2023, last revised October 18, 2023 (“**Final Engineering Plans**”) at its sole cost unless otherwise provided herein.
4. **Parking Requirements for the Block 59 Shopping Center and the Westridge Court Shopping Center.**

City of Naperville Ordinance 23-038 (“**Ordinance 23-038**”) approved a parking variance by which parking spaces for the Block 59 Shopping Center and the Westridge Court Shopping Center would be considered together for the purpose of determining the total number of parking spaces required for both Shopping Centers. The total number of parking spaces required for the SUBJECT PROPERTY pursuant to Ordinance 23-038 was 3,358 parking spaces, which represents the number of parking spaces currently required for the Westridge Court Shopping

Center and the Block 59 Shopping Center as detailed in the March 9, 2023 Parking Study included as Exhibit E to Ordinance 23-038 which March 9, 2023 Parking Study has been updated by that certain Parking Study dated October 25, 2023 and prepared by the same parking consultant (the “**Updated Parking Study**”). Said Updated Parking Study, attached hereto as **Exhibit D**, supports the same parking deviation granted by Ordinance 23-038. [Note: the original Parking Study and the Updated Parking Study utilized the parking reductions granted to Westridge Court via Ordinance 19-150.] For the purposes of future parking calculations, the Westridge Court/Block 59 Parking Analysis contained within the Updated Parking Study attached hereto as Exhibit D (the “**Parking Table**”) shall be used.

For the purposes of satisfying or otherwise complying with the stipulations of Ordinance 23-038 and Ordinance 23 – _____, as uses change on the SUBJECT PROPERTY the following conditions shall apply:

- 4.1 Subject to compliance with all City Codes and except as otherwise provided in 4.2.2 below, the City shall approve an occupancy permit for a tenant that requires equal to or less than 5.0 parking spaces per 1,000 square feet as provided in Section 6-9-3 (Schedule of Off-Street Parking Requirements) of the Naperville Municipal Code, as amended from time to time. Said tenants may include, but are not limited to, general retail, general office, and/or medical office uses.
- 4.2 Except as otherwise provided herein, the cumulative gross square footage of the uses listed below (hereinafter “**High Parking Demand Uses**”) on the SUBJECT PROPERTY (which includes both the Block 59 Shopping Center and the Westridge Court Shopping Center) shall together not exceed 162,297 square feet in total (hereinafter the “**Approved Amusement and Eating Square Footage**” which number may be modified as provided in Section 4.2.1 below) which uses are defined in the Naperville Municipal Code, as amended from time to time:
 - (i) AMUSEMENT ESTABLISHMENTS (subject to Section 4.2.2 below);
 - (ii) FAST FOOD ESTABLISHMENTS;
 - (iii) EATING ESTABLISHMENTS; and
 - (iv) DRINKING ESTABLISHMENTS

*See exception provided in Section 4.2.2 below.

- 4.2.1 Any request to exceed the Approved Amusement and Eating Square Footage shall require a new parking variance in accordance with the processes outlined in the Naperville Municipal Code, as amended from time to time. An occupancy permit for said use shall not be granted unless said parking variance is approved by the Naperville City Council. If a variance is granted for a High Parking Demand Use which exceeds the then current High Parking Demand Use

number, said Approved Amusement and Eating Square Footage number shall be adjusted accordingly and reflected on the Parking Table as set forth in Section 4.4 below.

Any time that a building permit is sought for a High Parking Demand Use, the petitioner shall provide the City with a tenant roster ("**High Parking Demand Tenant Roster**") with a verified current listing of the current square footage of all other High Parking Demand Uses on the SUBJECT PROPERTY, including the new proposed High Parking Demand Use, in order to determine if the total High Parking Demand Use square footage for the SUBJECT PROPERTY is equal to or less than the then current Approved Amusement and Eating Square Footage. Notwithstanding the foregoing, the Zoning Administrator may waive the requirement for a High Parking Demand Tenant Roster to be provided if the Zoning Administrator determines that the proposed building permit will have no impact on the Approved Amusement and Eating Square Footage. EXAMPLE: An example of how this provision will be applied is as follows:

The SUBJECT PROPERTY is at its maximum Approved Amusement and Eating Square Footage number of 162,297 square feet. Restaurant X which uses up 10,000 SF of that number vacates Parcel 1 of Westridge. A new restaurant wants to occupy space on Parcel 6 of Westridge that was formerly retail. So long as that new restaurant comes in under 10,000 SF, no variance will be needed. If the new restaurant comes in at 8,000 SF, no variance will be needed and there's a 2,000 SF availability for High Demand Uses. Now, a restaurant wants to re-occupy the space Restaurant X formerly occupied. If it is in excess of 2,000 SF it will need a variance. If it is not in excess of 2,000 SF, it will not need a variance.

- 4.2.2 Pursuant to City of Naperville Ordinance 19-150, a portion of the Westridge Court Shopping Center property as set forth in said Ordinance was granted a significant parking reduction for the specific tenant operations provided for in the variance they were granted for an AMUSEMENT ESTABLISHMENT called Funtopia, which tenant operations still exist. Accordingly, should Funtopia vacate their existing space, or any part of it, any request to re-occupy that space with any of the High Parking Demand Uses specified above shall require a new parking variance in accordance with the processes outlined in the Naperville Municipal Code, as amended from time to time. An occupancy permit for a High Parking Demand Use shall not be granted unless said parking variance is approved by the Naperville City Council.

- 4.2.2.1 Notwithstanding the provisions of 4.2.2 above, if Funtopia vacates their existing space, in whole or in part, and it is replaced, in whole or in part, with a new AMUSEMENT ESTABLISHMENT tenant that provides the same or a lower parking demand as determined by the City Zoning Administrator, a variance shall not be required.
- 4.3 Any zoning, building, or other request which will result in a change to the site plan set forth in the Updated Parking Study (**Exhibit D**) which will change a building footprint to add new buildable square footage will require a variance to be processed in accordance with Sections 6-3-6 and 6-3-5 of the Naperville Municipal Code as amended from time to time. In addition, for Block 59 only, a change to the PUD will be required in accordance with Section 6-4-6 (Changes to a Final Planned Unit Development) of the Naperville Municipal Code, as amended from time to time.
- 4.3.1 Notwithstanding the provisions above, in the case of Lot 4 of the Westridge Court Shopping center which is improved with a movie theater ("Theater"), any zoning, building, or other request for additional square footage will be exempt from a requirement to obtain a variance as provided in Section 4.3 above so long as the total number of seats in the Theater will not exceed 979 as specified in the Updated Parking Study (**Exhibit D**).
- 4.4 Any variance granted pursuant to 4.2.1 or 4.3 hereof shall result in a revision to the Parking Table set forth in **Exhibit D**. Said Parking Table, as revised, shall then be the new controlling Parking Table.
- 4.5 Event overflow parking is required to be provided behind the buildings on Parcel 5 and Parcel 6 of the Westridge Court Shopping Center pursuant to Ord. 23-038. This event overflow parking shall be striped and maintained by OWNER AND DEVELOPER – BLOCK 59 and OWNER AND DEVELOPER – WESTRIDGE COURT to increase parking capacity within the Block 59 Shopping Center and Westridge Court Shopping Center during special events and scheduled programs, and to provide additional space that can be utilized for valet parking as depicted on **Exhibit C**.
- 4.5.1 Use of the event parking area is not anticipated to be a continuous need. Since it will only be used for the purpose of event overflow parking, it will be managed by a valet company or parking attendants to help guide customers to additional parking spaces.
5. **Fees Due.** OWNER AND DEVELOPER - BLOCK 59 shall pay all fees (which fees shall not be paid under protest or otherwise objected to) set forth herein and required by the Naperville Municipal Code as amended from time to time, including but not limited to the following:

- 5.1 **Site Permit Review Fee: \$124,681.53** (1.65% of the approved engineer's cost estimate). This fee is due prior to issuance of a site permit for the Block 59 Shopping Center.
- 5.2 **Infrastructure Availability Charges and User Fees.** Upon a request for connection and service to the City's water or sanitary system, OWNER AND DEVELOPER – BLOCK 59 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 Block 59 Shopping Center for which connection and service is requested.
- 5.3 **Facility Installation Charges and User Fees.** Upon a request for connection and service to the City of Naperville electric system, the OWNER AND DEVELOPER - BLOCK 59 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 Block 59 Shopping Center for which connection and service is requested.
6. **Financial Surety.** Financial surety in a form and from a source acceptable to the City Attorney, shall be provided and maintained by OWNER AND DEVELOPER – BLOCK 59 in the amount of **\$8,312,101.82** (110% of the approved engineer's cost estimate) which guarantees the completion of public improvements and soil erosion and sedimentation control for the Block 59 Shopping Center ("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 OWNER AND DEVELOPER – BLOCK 59 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. Prior to acceptance of the Public Improvements by the City, the OWNER AND DEVELOPER – BLOCK 59 shall provide the City with a maintenance surety for the Public Improvements in a form approved by the City Attorney and in conformity with the Naperville Municipal Code then in effect.

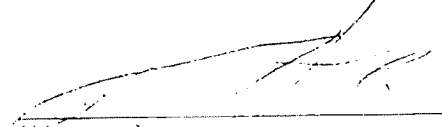
As to any surety, or maintenance surety, provided by the OWNER AND DEVELOPER – BLOCK 59 to the City hereunder, the OWNER AND DEVELOPER – BLOCK 59 agrees that: (1) at no time shall the City be liable for attorneys' fees with respect thereto; (2) OWNER AND DEVELOPER – BLOCK 59 shall be liable to pay the City's reasonable attorneys' fees and costs (in-house or outside counsel) in enforcement thereof; and (3) 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.

7. **Building Permits.** No building permits shall be issued for the BLOCK 59 Shopping Center, or any portion thereof, until the Final Subdivision Plat has been recorded and until the City has determined that sufficient improvements have been installed and are functioning to protect the health, safety, and welfare of the public.
8. **Developer's Traffic Signal Obligation:** OWNER AND DEVELOPER – BLOCK 59 has certain obligations relative to a private benefit traffic signal as set forth in Section 2.3 of the “City of Naperville Business District Redevelopment Agreement (Brixxmor Westridge/Block 59 Project)” approved by City of Naperville Ordinance 23-041 passed on March 21, 2023 in order to alleviate traffic flow concerns identified therein.
9. **General Conditions.**
 - 9.1 **Binding Effect.** City and OWNER AND DEVELOPER – BLOCK 59 AND OWNER AND DEVELOPER – WESTRIDGE COURT acknowledge and agree that the terms contained herein shall be binding upon and inure to the benefit of the City and the OWNER AND DEVELOPER – BLOCK 59 AND OWNER AND DEVELOPER – WESTRIDGE COURT and their respective successors, assigns, and transferees, and any subsidiary, affiliate or parent of the OWNER AND DEVELOPER – BLOCK 59 AND OWNER AND DEVELOPER – WESTRIDGE COURT (whether their interest is in the SUBJECT PROPERTY as a whole or in any portion or aspect thereof).
 - 9.2 **Severability.** 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.
 - 9.3 **Amendment.** The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.
 - 9.4 **Assignment.** This Agreement may not be assigned by any Party without the written consent of the other Parties.
 - 9.5 **Choice of Law and Venue.** 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.
 - 9.6 **Ambiguity.** 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.

- 9.7 **Recordation.** This Agreement will be recorded by the City with the office of the DuPage County Recorder.
- 9.8 **Automatic Expiration.** If the final plat of subdivision for the SUBJECT PROPERTY is not recorded within five (5) years of the date of approval of the ordinance approving the final plat of subdivision and this Agreement by the City Council, the final plat of subdivision and this Agreement shall automatically lapse and become null and void without further action by the City.
- 9.9 **Authority to Execute/OWNER AND DEVELOPER – BLOCK 59.** The undersigned warrants that he/she is the OWNER AND DEVELOPER – BLOCK 59 of the Block 59 Shopping Center, or is the duly authorized representative of the OWNER AND DEVELOPER of the Block 59 Shopping Center in the case of a corporation, partnership, trust, or similar ownership form which owns the Block 59 Shopping Center and that the undersigned has full power and authority to sign this document and voluntarily agrees to the provisions set forth herein.
- 9.10 **Authority to Execute/OWNER AND DEVELOPER – WESTRIDGE COURT.** The undersigned warrants that he/she is the OWNER AND DEVELOPER of the Westridge Court Shopping Center, or is the duly authorized representative of the OWNER AND DEVELOPER of the Westridge Court Shopping Center in the case of a corporation, partnership, trust, or similar ownership form which owns the Westridge Court Shopping Center and that the undersigned has full power and authority to sign this document and voluntarily agrees to the provisions set forth herein.
- 9.11 **Authority to Execute/City.** The undersigned City Manager warrants that he has been directed to, and has the authority to, execute this Agreement. The undersigned City Clerk warrants that she has been directed to, and has the authority to, attest the signature of the City Manager on this Agreement.
- 9.12 **Exhibits.** All exhibits attached hereto or referenced herein are incorporated herein by reference and made part hereof.
- 9.13 **Effective Date.** The effective date (“Effective Date”) of this Agreement shall be the date upon which it is fully executed by the Parties hereto and recorded with the DuPage County Recorder.

/SIGNATURES ON FOLLOWING PAGES/

OWNER AND DEVELOPER → BLOCK 59:


[Signature]

JOHN HENDRICKSON
[Printed name]

EXP/RESIDENT MIDWEST
[Title]

State of Illinois)
) ss
County of DuPage)

The foregoing instrument was acknowledged before me by John Hendrickson this 27th day of November 2023.

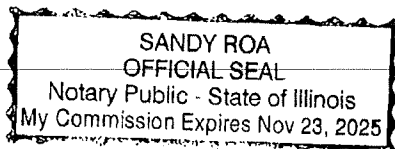
Sandy Roa
Notary Public

Sandy Roa
Print Name

Given under my hand and official seal this 27th day of November, 2023.

-Seal-

Sandy Roa
Notary Public
My Commission Expires: November 23, 2025



OWNER AND DEVELOPER - WESTRIDGE COURT:

[Signature]

JOHN HENDRICKSON

[Printed name]

ENV/RESIDENT MIDWEST

[Title]

State of Illinois)
) ss
County of DuPage)

The foregoing instrument was acknowledged before me by John Hendrickson this 27th day of November 2023.

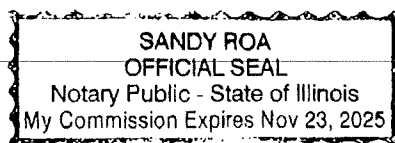
Sandy Roa
Notary Public

Sandy Roa
Print Name

Given under my hand and official seal this 27th day of November, 2023.

-Seal-

Sandy Roa
Notary Public
My Commission Expires: November 23, 2025



CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST:

By: _____
Dawn Portner
City Clerk

Date: _____

Exhibit A

Block 59 Shopping Center Legal Description

Legal Description Upon Recordation of Block 59 Subdivision:

LOT 1 IN BLOCK 59 SUBDIVISION, BEING A SUBDIVISION IN SECTION 22,
TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED _____ AS
DOCUMENT NO. _____, IN DUPAGE COUNTY, ILLINOIS.

Address: 404 S. Illinois Rte 59, Naperville, IL 60540

PIN: 07-22-102-022

Exhibit B

Westridge Shopping Center Legal Description

Legal Description Upon Recordation of Block 59 Subdivision:

LOTS 1 THROUGH 4 AND LOT 6 IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS TOGETHER WITH LOT 2 IN BLOCK 59 SUBDIVISION, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED _____ AS DOCUMENT NO. _____, IN DUPAGE COUNTY, ILLINOIS.

Address: 304 S. Illinois Rte 59, Naperville, IL 60540

PIN: 07-22-102-029, 07-22-102-030, 07-22-102-031, 07-22-102-032, 07-22-102-033, and 07-22-102-034

Exhibit C

Overflow and Valet Parking

Exhibit D

Updated Parking Study

[attached]

EXHIBIT J

MEMORANDUM TO: Andrew Balzer
Brixmor Property Group

FROM: Kelly Pachowicz
Consultant

Luay R. Aboona, PE, PTOE
Principal

DATE: October 25, 2023

SUBJECT: Parking Study
Block 59 Retail Development
Naperville, Illinois

This memorandum summarizes the results of a parking study prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Block 59 Retail Development (Block 59) to be located in the northeast quadrant of the intersection of Illinois Route 59 with Aurora Avenue in Naperville, Illinois.

As proposed, the Heritage Square shopping center and a portion of the Westridge Court shopping center that currently occupies the site will be redeveloped into Block 59, a retail development that will include dining, retail, pedestrian walkways, and open space to be utilized for events. The redevelopment will be primarily occupied by restaurants and will add multiple buildings that will provide an additional approximate 87,875 square feet of interior floor area. In addition, the plans call for open space/lawn area that will be utilized for outdoor events/concerts on primarily weekday evenings and weekend afternoons. As a result of the proposed redevelopment, the parking supply will be modified as follows:

- There will be a net loss of 187 parking spaces within the two shopping centers.
- The supply will be reduced from 3,545 parking spaces to 3,358 parking spaces.

The separate Heritage Square and Westridge Court shopping centers are subdivided into lots that include buildings and parking spaces. The proposed Block 59 development will require the modification of the existing lots, which will result in a net loss of 187 parking spaces between the two shopping centers. The property line for the Heritage Square shopping center will be adjusted for Block 59. The following summarizes the proposed changes to the parking supply in accordance to the development lots:

- Block 59 is proposed to provide 710 parking spaces.
- Westridge Court is proposed to provide 2,648 parking spaces with the reconfiguration of the parking lots and property line.
 - This is an increase of 63 parking spaces from the existing 2,585 parking spaces provided.
- The total parking spaces within the Westridge Court shopping center (excluding the outlot uses) and Block 59 will be reduced from 3,545 parking spaces to 3,358 parking spaces, resulting in the loss of 187 parking spaces.

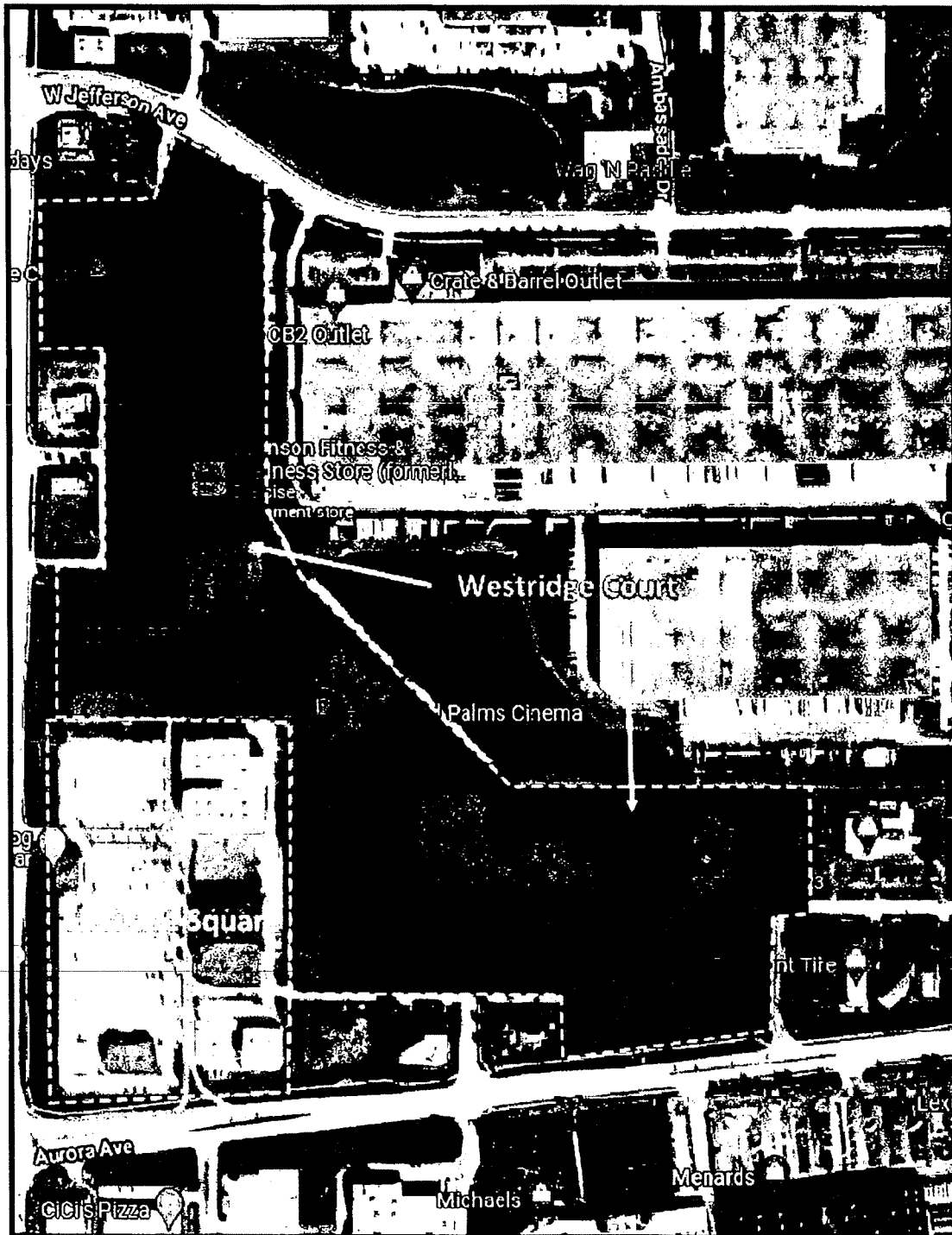
The purpose of the parking study is to evaluate whether the proposed parking supply within the Block 59 development and Westridge Court shopping center will be adequate in accommodating the projected peak parking demand of the proposed development as well as the existing parking demand of the remainder of the shopping center.

The parking study first considers the future parking requirements for Block 59 and Westridge Court based on the City of Naperville code requirements. An analysis of the existing parking demand of the Westridge Court shopping center was also conducted and seasonally adjusted. In addition, an hourly distribution of the various uses to be included in the Block 59 development and Westridge Court shopping center was conducted to determine if the overall parking supply provided will accommodate the projected parking demand.

Existing Shopping Center Characteristics

Block 59 is a proposed redevelopment of the Heritage Square shopping center and a portion of the Westridge Court shopping center located in the northeast quadrant of the intersection of Illinois Route 59 with Aurora Avenue. Copies of the existing site plans of the two shopping centers, tenants, and the corresponding square footages as of January 2022 are included in the Appendix. **Figure 1** shows the site location and the adjacent roadway system, and the existing and proposed development areas. Approximately 960 parking spaces are provided within Heritage Square. The Heritage Square shopping center has approximately 215,000 square feet of commercial space and includes:

- Party City
- Burn Boot Camp
- Walter E. Smith (outlot)
- Lazy Dog Restaurant and Bar (outlot)
- Approximately 176,000 square feet of vacant space



Site Location

Figure 1

Bordering the north and east sides of the Heritage Square shopping center is the Westridge Court shopping center. Approximately 2,585 parking spaces are provided. The shopping center has approximately 471,000 square feet of commercial space and includes the following anchor tenants:

- Dick's Sporting Goods
- Painted Tree Marketplace
- Cost Plus World Market
- buybuy BABY
- Bed Bath & Beyond
- Five Below
- Hollywood Palms Cinema
- Discovery Clothing
- Ulta Beauty
- Edge Fitness
- Approximately 88,000 square feet of vacant space

Additionally, a number of outlot parcels border the Westridge Court shopping center that were not included in the parking evaluation. These outlot parcels are separate properties that stand alone with their individual parking lots and, as such, are self-sufficient in their parking needs. These outlot parcels include the following:

- Portillo's Restaurant
- Chili's
- Arby's
- Citi Bank
- Taco Bell
- Discount Tire
- Naperville Bank & Trust
- Goodwill Store & Donation Center

Proposed Block 59 Project

The proposed plans call for redeveloping the Heritage Square shopping center into a lifestyle center retail development to be known as Block 59, which will include restaurants, entertainment, and retail. In conjunction with the development of Block 59, a portion of the Westridge Court shopping center will also be redeveloped. Within the Heritage Square shopping center, the Walter E. Smithe building and retail strip containing Party City will be eliminated, as will a portion of the smaller retail strip within Westridge Court immediately east of Heritage Square.

Block 59 is proposed to provide 710 parking spaces. Westridge Court is proposed to provide 2,648 parking spaces. The two sites together are proposed to provide 3,358 parking spaces.

The Lazy Dog Restaurant & Bar (8,213 square feet) and the existing building that formerly housed Burn Boot Camp (12,272 square feet) will remain and become part of Block 59. The Hollywood Palms Cinema (49,972 square feet, approximately 980 seats) within Westridge Court will remain in operation, with a portion of its parking lot modified. Additionally, the western portion of the main building facing Aurora Avenue within Westridge Court will also be eliminated. Based on the proposed plans, the following uses are included within the proposed Block 59 development:

- Tenants A and H will be restaurants that will each have an adjacent drop-off valet drive and provide a total of approximately 18,000 square feet of interior space and approximately 700 square feet of enclosed patio space. These will be contained in new buildings.
- Tenants B through D, F, I, and J will be restaurants that will provide a total of approximately 62,210 square feet of interior space and approximately 2,710 square feet of enclosed patio space. These will be contained in new buildings.
- Tenant E will be an approximately 2,400 square-foot restaurant. This will be contained in a new building.
- Tenant G is the existing Lazy Dog Restaurant & Bar, totaling approximately 8,213 square feet.
- Tenants K and L will be restaurants with drive-through lanes and will provide a total of approximately 5,300 square feet of space. These will be new buildings.
- Tenant M will be an approximately 12,272 square-foot furniture store. This will be contained in the existing building that formerly housed Burn Boot Camp.

The events plaza located within the middle of Block 59 will be able to accommodate approximately 875 seats. Events will be scheduled for this space that will include concerts and holiday-related activities.

Based on the proposed plans, the following uses within the Westridge Court shopping center are being developed in conjunction with Block 59:

- Tenant N will be retail that will be located in the existing smaller retail strip immediately east of Heritage Square/Block 59. This will provide a total of approximately 12,058 square feet of retail space.
- Tenants O and P will be restaurant/entertainment uses that will be located in the existing building of the Westridge Court shopping center that fronts Aurora Avenue. The area to be occupied by tenants O and P currently contains Chicago Wrap and a vacant storefront area. The space currently containing Chicago Wrap is planned to be eliminated. The total size of the two restaurant/entertainment facilities will be approximately 50,000 square feet.
- Tenant Q is the existing Hollywood Palms Cinema, totaling approximately 50,000 square feet and providing approximately 979 seats. The building will remain operational as-is, but the parking lot will be reconfigured in conjunction with the Block 59 development.

A copy of the proposed site plan and a copy of the existing and proposed property plan are included in the Appendix.

Block 59 and Westridge Court Parking Requirements

In order to determine the parking requirements for the proposed Block 59 development and the Westridge Court shopping center, the City of Naperville Code of Ordinances was utilized. The parking ratios and resulting required number of spaces for each tenant space are based on the square footage of each tenant space. The parking requirements for Block 59 and Westridge Court are summarized in **Table 1**.

A spreadsheet containing the list of tenants and corresponding required parking calculations is included in the Appendix.

It should be noted that included in the calculations are the parking requirements for the events plaza located within the center of Block 59. For parking requirements purposes, the total square footage of the plaza is reduced by 15 percent to include consideration of circulation throughout the plaza during events. This results in 6,120 square feet of effective space. City code requires one seat per seven square feet for a theater requirement, which will be utilized here, as concerts are assumed to generate the most densely attended events. This results in a need for 875 seats for the events plaza.

Table 1

REQUIRED PARKING SPACES – BLOCK 59 & WESTRIDGE COURT SUMMARY

		Required Spaces Per City Code
Block 59		1,407
Westridge Court		
	<i>Lot 1</i>	<i>301</i>
	<i>Lot 2</i>	<i>445</i>
	<i>Lot 3</i>	<i>141</i>
	<i>Lot 4</i>	<i>392</i>
	<i>Lot 5</i>	<i>717</i>
	<i>Lot 6</i>	<i>392</i>
	Westridge Total	2,388
Both Developments:		3,795

Parking Assessment

The following is a summary of the required parking compared to the parking proposed to be provided:

- Block 59 will require 1,407 parking spaces based on City code.
- Westridge Court will require 2,388 parking spaces based on City code.
- Combined, the two sites will require approximately 3,795 parking spaces based on City code.
- Block 59 is proposed to provide 710 parking spaces, resulting in the development having a deficit of 697 parking spaces.
- Westridge Court is proposed to provide 2,648 parking spaces, resulting in the shopping center having a surplus of 260 parking spaces.
- Combined the two sites are proposed to provide 3,358 parking spaces, resulting in the sites having a deficit of approximately 437 parking spaces.

Existing Parking Demand

In order to determine the existing parking demand at the Westridge Court shopping center, KLOA, Inc. conducted hourly parking occupancy surveys on Thursday, January 6, 2022, and Saturday, January 8, 2022, from 10:00 A.M. to 9:00 P.M. The lots surveyed correspond to the lots included in the existing property plan that can be found in the Appendix.

The results of the surveys are summarized in **Tables 2A** and **2B**. The following are descriptions of the parking lots surveyed that are the focus of this analysis:

- Lot 1 includes the surface parking lots serving the far north tenant spaces of Westridge Court. This lot provides approximately 465 parking spaces.
- Lot 2 includes the surface parking lots serving the bulk of the tenant spaces along the Illinois Route 59 side of the shopping center and a section of the parking lot serving the Hollywood Palms Cinema. This lot provides approximately 535 parking spaces.
- Lot 3 includes the parcel containing the retail building that includes Mission BBQ. This lot does not provide parking and is only occupied by the aforementioned retail building. This lot is not included in Tables 1 and 2 because it does not provide parking spaces.
- Lot 4 includes a small section of the surface parking lot serving the Hollywood Palms Cinema and the cinema building. This lot provides approximately 43 parking spaces.
- Lot 5 includes the surface parking lots serving the western half of the tenant spaces along the Aurora Avenue side of the shopping center and the majority of the surface parking lot serving the Hollywood Palms Cinema. This lot provides approximately 1,171 parking spaces.
- Lot 6 includes the surface parking lots serving the eastern half of the tenant spaces along the Aurora Avenue side of the shopping center. This lot provides approximately 459 parking spaces.

As the existing parking conditions were surveyed in January, a typically off-peak month for retail, it was determined that the occupancy results should be adjusted. Based on the Urban Land Institute (ULI) *Shared Parking Manual*, 3rd Edition, a seasonal adjustment of 69% was applied to the existing demand to represent a baseline occupancy.

Table 2A
PARKING OCCUPANCY RESULTS – THURSDAY, JANUARY 6, 2022

Time	Lot						Total Existing Demand	Percent Occupied	Adjusted Total Existing Demand ¹	Adjusted Percent Occupied
	1	2	4	5	6					
10:00 AM	29	63	1	72	58		223	9%	377	15%
11:00 AM	54	75	1	71	56		257	10%	434	17%
12:00 PM	69	100	1	79	61		310	12%	524	20%
1:00 PM	62	103	1	90	66		332	12%	544	21%
2:00 PM	45	95	1	90	68		299	12%	505	20%
3:00 PM	45	92	3	111	79		330	13%	558	22%
4:00 PM	35	80	4	138	93		350	14%	592	23%
5:00 PM	40	78	4	146	97		365	14%	617	24%
6:00 PM	42	72	6	150	93		363	14%	613	24%
7:00 PM	31	53	7	136	81		308	12%	521	20%
8:00 PM	24	39	7	108	56		234	9%	395	15%
9:00 PM	13	17	7	103	46		186	7%	314	12%
Inventory	465	535	43	1,083	459		2,585	-	-	-
1 – Adjusted by 69% for seasonal variation										

Table 2B
PARKING OCCUPANCY RESULTS – SATURDAY, JANUARY 8, 2022

Time	Lot						Total Existing Demand	Percent Occupied	Adjusted Total Existing Demand ¹	Adjusted Percent Occupied
	1	2	4	5	6					
10:00 AM	31	76	1	106	86		300	12%	507	20%
11:00 AM	45	99	1	128	88		361	14%	610	24%
12:00 PM	67	154	1	162	95		479	19%	810	31%
1:00 PM	85	140	1	175	102		503	19%	850	33%
2:00 PM	109	160	1	177	108		555	21%	938	36%
3:00 PM	98	155	1	172	106		532	21%	899	35%
4:00 PM	76	126	1	176	96		475	18%	803	31%
5:00 PM	71	109	1	161	85		427	17%	722	28%
6:00 PM	55	85	1	145	51		337	13%	570	22%
7:00 PM	47	60	1	145	25		278	11%	470	18%
8:00 PM	31	35	1	129	13		209	8%	353	14%
9:00 PM	13	18	1	105	7		144	6%	243	9%
Inventory	465	535	43	1,083	459		2,585	-	-	-
1 – Adjusted by 69% for seasonal variation										

The following summarizes the results of the parking occupancy surveys for the Westridge Court shopping center:

- On Tuesday, the peak parking demand was 365 vehicles occurring at 5:00 P.M. This translates into an occupancy of 14 percent.
- On Saturday, the peak parking demand was 555 vehicles occurring at 2:00 P.M. This translates into an occupancy of 21 percent.

The following summarizes the results of the adjusted demand of the parking occupancy surveys for the Westridge Court shopping center:

- On Tuesday, the peak parking demand was 617 vehicles occurring at 5:00 P.M. This translates into an occupancy of 24 percent.
- On Saturday, the peak parking demand was 938 vehicles occurring at 2:00 P.M. This translates into an occupancy of 36 percent.

These adjusted existing demand occupancies will be utilized in the analysis.

Shared Parking Analysis

While there is a parking deficit between the two sites, when considering the uses throughout the sites, peak parking demand will not occur at the same time for every use. For example, restaurants will experience peak parking demand during typical midday and evening peak periods, while offices experience peak parking demand during the midmorning hours.

Block 59 Hourly Distribution

The Institute of Transportation Engineers (ITE) *Parking Generation Manual*, 5th Edition includes hourly distribution for parking demands. Each use (sit-down restaurant, fast food, etc.) has a corresponding percentage occupancy table published within the manual. These percentages are then applied to the required parking spaces for each use. The hourly distribution for the Block 59 development is based on the 1,407 required parking spaces. **Tables 3A** and **3B** summarize the hourly distribution of parking demand for the proposed development.

It is assumed that approximately 50 percent of the event patrons will also be patronizing other uses within Block 59/Westridge Court during their visit (internal capture). It is also assumed that there is a vehicle occupancy of 2.5 patrons per vehicle, consistent with the city parking requirements for a theater of one parking space per 2.5 seats. Based on the preceding, the projected additional parking required during an event at full occupancy will be 350 parking spaces for the duration of the event. It is assumed that the hours prior and after the events will experience approximately half occupancy of parking spaces, requiring approximately 175 parking spaces. It is assumed that events will last for a duration of three hours and that weekday events will occur during the evenings, beginning at 5:00 P.M. while weekend events will occur during the afternoons, beginning at 3:00 P.M.

As can be seen within the tables, there are numerous hours on both weekdays and weekends that Block 59 is projected to be overparked and not able to be contained within the provided 710 parking spaces.

The estimated parking demand of the Block 59 development is projected to exceed the provided 710 parking spaces on Thursdays at 12:00 P.M., 1:00 P.M., 5:00 P.M., 6:00 P.M., 7:00 P.M., and 8:00 P.M. The estimated parking demand on Saturday is projected to exceed the provided 710 parking spaces during the hours of 12:00 P.M. through 8:00 P.M.

Table 3A
ESTIMATED BLOCK 59 HOURLY PARKING OCCUPANCY – THURSDAY

Time Period	Proposed Uses						Total
	Quality Restaurant	Fast Casual Restaurant	High-Turnover (Sit Down) Restaurant	Fast-Food Restaurant w/ Drive-Through	Furniture Store	Event Space	
10:00 AM	0	4	169	25	17	0	215
11:00 AM	37	4	279	54	20	0	394
12:00 PM	95	24	617	90	25	0	851
1:00 PM	105	18	617	77	21	0	838
2:00 PM	75	11	318	51	21	0	476
3:00 PM	50	7	253	39	22	0	371
4:00 PM	50	6	240	41	22	175	534
5:00 PM	73	12	402	53	25	350	915
6:00 PM	133	18	643	56	13	350	1213
7:00 PM	187	17	649	16	13	350	1232
8:00 PM	181	7	539	16	11	175	929
9:00 PM	181	5	331	16	2	0	535
Proposed Parking Supply							710
Note: Highlighted totals exceed the proposed Block 59 capacity of 710 parking spaces							

Table 3B

ESTIMATED BLOCK 59 HOURLY PARKING OCCUPANCY – SATURDAY

Time Period	Proposed Uses						Total
	Quality Restaurant	Fast Casual Restaurant	High-Turnover (Sit Down) Restaurant	Fast-Food Restaurant w/ Drive-Through	Furniture Store	Event Space	
10:00 AM	0	2	565	28	19	0	614
11:00 AM	21	6	584	45	19	0	675
12:00 PM	69	17	649	79	19	0	833
1:00 PM	101	19	636	90	18	0	864
2:00 PM	54	24	552	68	22	175	895
3:00 PM	41	14	474	45	25	350	949
4:00 PM	26	10	376	28	24	350	814
5:00 PM	34	14	409	45	18	350	870
6:00 PM	79	21	493	62	2	175	832
7:00 PM	170	13	506	57	0	0	746
8:00 PM	187	10	493	57	0	0	747
9:00 PM	187	8	357	57	0	0	609
Proposed Parking Supply							710

Note: Highlighted totals exceed the proposed Block 59 capacity of 710 parking spaces

Westridge Court Hourly Distribution

The hourly distribution for Westridge Court only includes those parts of the Westridge Court shopping center that are concurrently being redeveloped with the Block 59 development. The hourly distribution for the Westridge Court redevelopment is based on the 554 required parking spaces for Tenants N, O, and P. **Tables 4A** and **4B** summarize the hourly distribution of parking demand for the proposed Westridge Court redevelopment.

Vacant Space Hourly Distribution

In order to account for the vacant space (as of January 2022) within the Westridge Court shopping center under proposed conditions assuming full occupancy, the required parking spaces for were calculated based on the City of Naperville Code of Ordinances and the “Shopping Center” or “Retail, General” land use codes were utilized for the vacant spaces, with the exception of Space 28/29, which utilized the “Fast Casual Restaurant” land use code. This was calculated as the vacant space was not represented in the existing parking demand occupancy survey as they generated no parking. It should be noted that since the Heritage Square shopping center will be redeveloped, current vacant spaces within that shopping center were not accounted for. The approximately 37,000 square feet of vacant space within the Westridge Court requires 131 parking spaces based on city code.

The hourly distribution for the vacant space within the Westridge Court shopping center (based on the 131 required parking spaces) was based on information published in the ITE *Parking Generation Manual*, 5th Edition for shopping centers. **Table 5** summarizes the hourly distribution of parking demand for the vacant space.

Table 4A
ESTIMATED WESTRIDGE COURT REDEVELOPMENT HOURLY PARKING
OCCUPANCY – THURSDAY

Time Period	Proposed Uses			
	Retail ¹	Sit-Down Restaurant ²	Arcade ²	Total
10:00 AM	29	33	0	62
11:00 AM	38	54	0	92
12:00 PM	53	119	0	172
1:00 PM	54	119	0	173
2:00 PM	49	61	0	110
3:00 PM	45	49	0	94
4:00 PM	44	46	0	90
5:00 PM	45	78	0	123
6:00 PM	46	124	94	264
7:00 PM	43	125	188	356
8:00 PM	34	104	281	419
9:00 PM	23	64	375	462
1 – Retail is Tenant N. 2 – Sit-Down Restaurant and Arcade are Tenants O and P, in which 25% of the area is restaurant space and 75% of the area is arcade space.				

Table 4B
ESTIMATED WESTRIDGE COURT REDEVELOPMENT HOURLY PARKING
OCCUPANCY – SATURDAY

Time Period	Proposed Uses			
	Retail ¹	Sit-Down Restaurant ²	Arcade ²	Total
10:00 AM	36	109	0	145
11:00 AM	46	113	0	159
12:00 PM	51	125	0	176
1:00 PM	54	123	0	177
2:00 PM	53	106	0	159
3:00 PM	50	91	0	141
4:00 PM	46	73	0	119
5:00 PM	43	79	0	122
6:00 PM	38	95	94	227
7:00 PM	37	98	188	323
8:00 PM	32	95	281	408
9:00 PM	28	69	375	472
<p>1 – Retail is Tenant N.</p> <p>2 – Sit-Down Restaurant and Arcade are Tenants O and P, in which 25% of the area is restaurant space and 75% of the area is arcade space.</p>				

Table 5
ESTIMATED VACANT SPACE HOURLY PARKING OCCUPANCY – WESTRIDGE
COURT

Time Period	Parking Occupancy	
	Weekday	Weekend
10:00 AM	53	68
11:00 AM	70	88
12:00 PM	98	121
1:00 PM	99	123
2:00 PM	89	121
3:00 PM	82	95
4:00 PM	80	94
5:00 PM	83	104
6:00 PM	85	111
7:00 PM	79	95
8:00 PM	62	83
9:00 PM	42	80

Projected Parking Demand Scenarios

Total Projected Parking Demand

The total projected parking demand as outlined in this section includes both the Block 59 development and the Westridge Court shopping center. The total projected parking demand hourly distribution includes the following components as outlined in **Tables 6A** and **6B**:

- The existing adjusted parking demand surveyed within the Westridge Court shopping center.
- The parking estimated to be generated by the proposed Block 59 development.
- The parking estimated to be generated by the proposed Westridge Court redevelopment.
- The currently vacant space of the Westridge Court shopping center, assumed to be occupied in the future conditions.

Total projected occupancy is compared to the proposed number of parking spaces to be provided (3,358). As can be seen, the peak occupancy will be as follows:

- On Thursday, the peak parking demand of the Block 59 development and Westridge Court shopping center will be 2,188 spaces (65 percent occupancy) occurring at 7:00 P.M.
- On Saturday, the peak parking demand of the Block 59 development and Westridge Court shopping center will be 2,113 spaces (63 percent occupancy) occurring at 2:00 P.M.

As can be seen by the results of the shared parking analysis, the combined parking supply within Block 59 and Westridge Court will adequately meet the peak parking needs of both centers at full occupancy. Given that this projected demand is well below the theoretical capacity of 90 to 95 percent occupancy, this confirms that the proposed supply will be adequate.

Additionally, the valet services proposed to be provided will allow for increased supply and availability for customers to offset the increased demand during the peak hours. The valet lot can be located further from the Block 59 core parking area, thereby freeing those spaces for patrons who choose to self-park.

Additional parking for events can be allocated from the existing parking lot and loading area space behind the Aurora Avenue retail strip. This configuration has the potential to provide up to 229 parking spaces while still maintaining mobility for emergency vehicles at the rear of the buildings. A copy of the figures illustrating the overflow parking and AutoTurns for emergency vehicles and proposed wayfinding signage locations is included in the Appendix.

Therefore, the total parking supply of 3,358 spaces within the Block 59 development and Westridge Court shopping center will be adequate in accommodating the future parking demand of the existing center as well as the proposed development.

Table 6A

PROJECTED TOTAL HOURLY PARKING OCCUPANCY – THURSDAY (BLOCK 59 AND WC)

Time Period	Adjusted Existing Demand	Block 59	Westridge Court Redevelopment	Existing Vacant Demand	Total Projected Occupancy	Percent Occupied
10:00 AM	377	215	62	53	707	21%
11:00 AM	434	394	92	70	990	29%
12:00 PM	524	851	172	98	1645	49%
1:00 PM	544	838	173	99	1654	49%
2:00 PM	505	476	110	89	1180	35%
3:00 PM	558	371	94	82	1105	33%
4:00 PM	592	534	90	80	1296	39%
5:00 PM	617	915	123	83	1738	52%
6:00 PM	613	1213	264	85	2175	65%
7:00 PM	521	1232	356	79	2188	65%
8:00 PM	395	929	419	62	1805	54%
9:00 PM	314	535	462	42	1353	40%

Table 6B
PROJECTED TOTAL HOURLY PARKING OCCUPANCY – SATURDAY (BLOCK 59 AND WC)

Time Period	Adjusted Existing Demand	Block 59	Westridge Court Redevelopment	Existing Vacant Demand	Total Projected Occupancy	Percent Occupied
10:00 AM	507	614	145	68	1334	40%
11:00 AM	610	675	159	88	1532	46%
12:00 PM	810	833	176	121	1940	58%
1:00 PM	850	864	177	123	2014	60%
2:00 PM	938	895	159	121	2113	63%
3:00 PM	899	949	141	95	2084	62%
4:00 PM	803	814	119	94	1830	54%
5:00 PM	722	870	122	104	1818	54%
6:00 PM	570	832	227	111	1740	52%
7:00 PM	470	746	323	95	1634	49%
8:00 PM	353	747	408	83	1591	47%
9:00 PM	243	609	472	80	1404	42%

Total Projected Parking Demand Considering Adjacent Lots Only

While the Block 59 development and the Westridge Court shopping center together provide an adequate amount of parking for the proposed occupancy, this is accomplished by analyzing the two sites as a whole. However, some patrons may not desire to park in lots that are farther away from their destination. A distance of approximately 600 feet is typically deemed acceptable for patrons to walk between their parked vehicle and desired destination. Therefore, an analysis of the projected parking demand including the parking lots within Westridge Court that are immediately adjacent to Block 59 was conducted.

The total projected parking demand as outlined in this section includes both the Block 59 development and the lots of the Westridge Court shopping center that are immediately adjacent to Block 59. The total projected parking demand hourly distribution includes the following components as outlined in **Tables 7A** and **7B**:

- The existing adjusted parking demand surveyed within the Westridge Court shopping center of Lots 2, 4, and 5.
- The parking estimated to be generated by the proposed Block 59 development.
- The parking estimated to be generated by the proposed Westridge Court redevelopment.
- The currently vacant space of the Westridge Court shopping center located within Lots 2, 4, and 5, assumed to be occupied in the future conditions. The only vacant parcel within the immediate area to Block 59 is the 3,240 square foot vacant space in the retail strip containing Mission BBQ immediately north of Block 59.

Total projected occupancy is compared to the proposed number of parking spaces to be provided (2,428). As can be seen, the peak occupancy will be as follows:

- On Thursday, the peak parking demand of the Block 59 development and the immediately adjacent parking lots provided by the Westridge Court shopping center will be 1,941 spaces (80 percent occupancy) occurring at 7:00 P.M.
- On Saturday, the peak parking demand of the Block 59 development and the immediately adjacent parking lots provided by the Westridge Court shopping center will be 1,662 spaces (68 percent occupancy) occurring at 3:00 P.M.

Table 7A
PROJECTED TOTAL HOURLY PARKING OCCUPANCY – THURSDAY
(ADJACENT LOTS)

Time Period	Adjusted Existing Demand	Block 59	Westridge Court Redevelopment	Existing Vacant Demand	Total Projected Occupancy	Percent Occupied
10:00 AM	230	215	62	5	512	21%
11:00 AM	248	394	92	6	740	30%
12:00 PM	304	851	172	32	1359	56%
1:00 PM	328	838	173	24	1363	56%
2:00 PM	314	476	110	14	914	38%
3:00 PM	348	371	94	10	823	34%
4:00 PM	375	534	90	7	1006	41%
5:00 PM	385	915	123	16	1439	59%
6:00 PM	385	1213	264	25	1887	78%
7:00 PM	331	1232	356	22	1941	80%
8:00 PM	260	929	419	9	1617	67%
9:00 PM	215	535	462	6	1218	50%

Table 7B
PROJECTED TOTAL HOURLY PARKING OCCUPANCY – SATURDAY
(ADJACENT LOTS)

Time Period	Adjusted Existing Demand	Block 59	Westridge Court Redevelopment	Existing Vacant Demand	Total Projected Occupancy	Percent Occupied
10:00 AM	309	614	145	2	1070	44%
11:00 AM	385	675	159	9	1228	51%
12:00 PM	536	833	176	22	1567	65%
1:00 PM	534	864	177	26	1601	66%
2:00 PM	571	895	159	32	1657	68%
3:00 PM	554	949	141	18	1662	68%
4:00 PM	512	814	119	14	1459	60%
5:00 PM	458	870	122	19	1469	61%
6:00 PM	390	832	227	28	1477	61%
7:00 PM	348	746	323	17	1434	59%
8:00 PM	279	747	408	14	1448	60%
9:00 PM	210	609	472	11	1302	54%

Conclusion

Based on the preceding parking evaluation, the following conclusions have been made:

- Block 59 is a proposed redevelopment of the existing Heritage Square shopping center and will include dining, retail, pedestrian walkways, and open space to be utilized for events. A portion of the Westridge Court shopping center will also be developed in conjunction with Block 59.
- The proposed Block 59 development and Westridge Court shopping center will provide a total of 3,358 parking spaces which is a reduction of 187 parking spaces from the 3,545 parking spaces that are currently provided within the Heritage Square and Westridge Court shopping centers.
 - Block 59 is proposed to provide 710 parking spaces.
 - Westridge Court is proposed to provide 2,648 parking spaces.
- Under the proposed conditions based on city code:
 - Block 59 requires 1,407 parking spaces.
 - Westridge Court requires 2,388 parking spaces.
 - Combined, the two sites require approximately 3,795 parking spaces, resulting in a deficit of approximately 437 parking spaces when compared to the proposed number of 3,358 parking spaces across the two sites.
 - This deficit is mitigated via shared parking and efficiencies due to valet and/or ride share services.
- Based on the results of the parking occupancy surveys, the seasonally adjusted existing peak parking demand for the Westridge Court shopping center was determined to be 617 spaces occurring at 5:00 P.M. on Thursday and 938 spaces occurring at 2:00 P.M. on Saturday. This peak parking demand translates into an occupancy of 24 and 36 percent, respectively.
- Based on the results of the hourly shared parking analyses, the proposed parking supply of 3,358 parking spaces will be sufficient to accommodate the projected peak parking demand of the Block 59 development and the full occupancy of the Westridge Court shopping center, which is projected to be approximately 65 percent.
- Based on the results of the hourly shared parking analyses, the proposed parking supply of 2,428 parking spaces from the Block 59 development and the immediate surrounding parking lots 2, 4, and 5 provided by the Westridge Court shopping center will be sufficient to accommodate the projected peak parking demand of the Block 59 development and the full occupancy of the surrounding areas of the Westridge Court shopping center, which is projected to be approximately 80 percent.

Appendix

Existing Shopping Center Site Plans

Proposed Site Plan

Existing Property Plan

Proposed Property Plan

Parking Calculations Spreadsheet

Overflow Parking and AutoTurns Figures

Existing Shopping Center Site Plans

Heritage Square

Chicago-Naperville-Elgin, IL-IN-WI

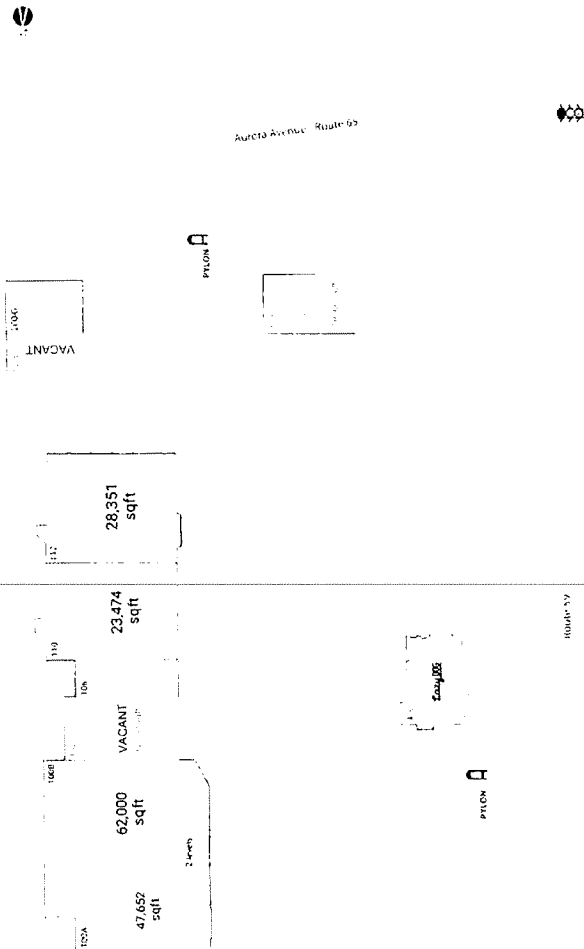
41.7645, -88.2043
404 S State Route 59 | Naperville, IL 60540-4093

Available Space

100A	47,652 SF
100B	62,000 SF
106	6,953 SF
110	23,474 SF
112	28,351 SF
200-G	7,210 SF

Current Retailers

102	Party City	12,733 SF
200	Party Boat Camp	5,062 SF
310	Walter E. Smith	10,000 SF
400	Lazy Dog Restaurant And Bar	8,213 SF



BRIXMOR

EXHIBIT J
Brad Ratajczak (847) 562-4130 brad.ratajczak@brixmor.com BRIXMOR.com

Westridge Court

Chicago-Naperville-Elgin, IL-IN-WI

41 7653, -88 2027

204 South Route 59 | Naperville, IL 60540

Available Space

01A	12,765 SF
02	20,000 SF
13	2,000 SF
16	23,112 SF
19	28,366 SF
31	1,200 SF
33	2,400 SF
36	6,000 SF

Current Retailers

N.A.P. 2	Portillo's	0 SF	23	La Bella Uniforms	1,350 SF
N.A.P. 1	Restaurants		24	PapaRoni	2,700 SF
N.A.P. 3	Super Target	0 SF	25	Nails 4 U	1,350 SF
N.A.P. 4	Chur's Grill & Bar	0 SF	26/27	Xi'an Cuisine	3,600 SF
N.A.P. 5	Arby's	0 SF	28/29	Pita Pita	3,240 SF
01	Portillo's	0 SF		Mediterranean Grill	
03	This Fresh Market	25,725 SF	29A	Mission BBQ	3,960 SF
03	Painted Tree Marketplace	31,475 SF	30	Hollywood Patis	50,011 SF
04-06	La-Z-Boy	13,542 SF		Theater	
07	Sally Beauty	2,000 SF	34	DashMart	5,154 SF
08	IVX Health	2,580 SF	35	Sula Salon	6,407 SF
09	America's Best Contacts & Eyeglasses	2,653 SF		Studios	
10/11	Cost Plus World Market	17,900 SF	37	Dick's Sporting Goods	50,000 SF
12	Miracle-Ear	1,000 SF	38/39/40	Discovery Clothing	11,998 SF
14	Johnson Fitness & Wellness Store	4,060 SF	41	Ultra Beauty	15,216 SF
15	Bath & Body Works	3,600 SF	42	The Furniture Shop	9,000 SF
16	SAS Shoes	2,400 SF	43	Edge Fitness	49,991 SF
17	Dry Bar	2,400 SF	44A	Funtopia	27,001 SF
20	Five Below	12,000 SF	45	Bundoo Khan	2,000 SF
21	Fox Valley Currency Exchange	1,350 SF	46	Exiness	2,000 SF
22	Remedy	1,350 SF	47	Cabinetry Direct	6,284 SF

1143

BRIXMOR

Brad Ratajczak

EXHIBIT J

10/27/2024

10/27/2024

Proposed Site Plan

FINAL PLANNED UNIT DEVELOPMENT PLAT
BLOCK 59 SUBDIVISION

BEING A PLANNED UNIT DEVELOPMENT IN SECTION 22, TOWNSHIP 38 NORTH, RANGE 9,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.
THIS PLANNED UNIT DEVELOPMENT PROVIDES THE FRAMEWORK FOR A NEW RESTAURANT/ENTERTAINMENT/RECREATIONAL
DEVELOPMENT. THIS FRAMEWORK AFFORDS THE NECESSARY FLEXIBILITY TO ESTABLISH PUBLIC GATHERING AREAS, INTEGRATE THE
PROJECT WITH AN ADJACENT DEVELOPMENT, PROVIDE A MORE OF A PLANNED, COHESIVE AND EFFICIENT DEVELOPMENT, INCLUDING THE
SHARING OF PARKING AND OTHER INFRASTRUCTURE AND RECOGNIZE THE NEED FOR ELEVATED DESIGN AND AMENITIES.

SUBDIVISIONS REFERENCED ON THIS PLAT

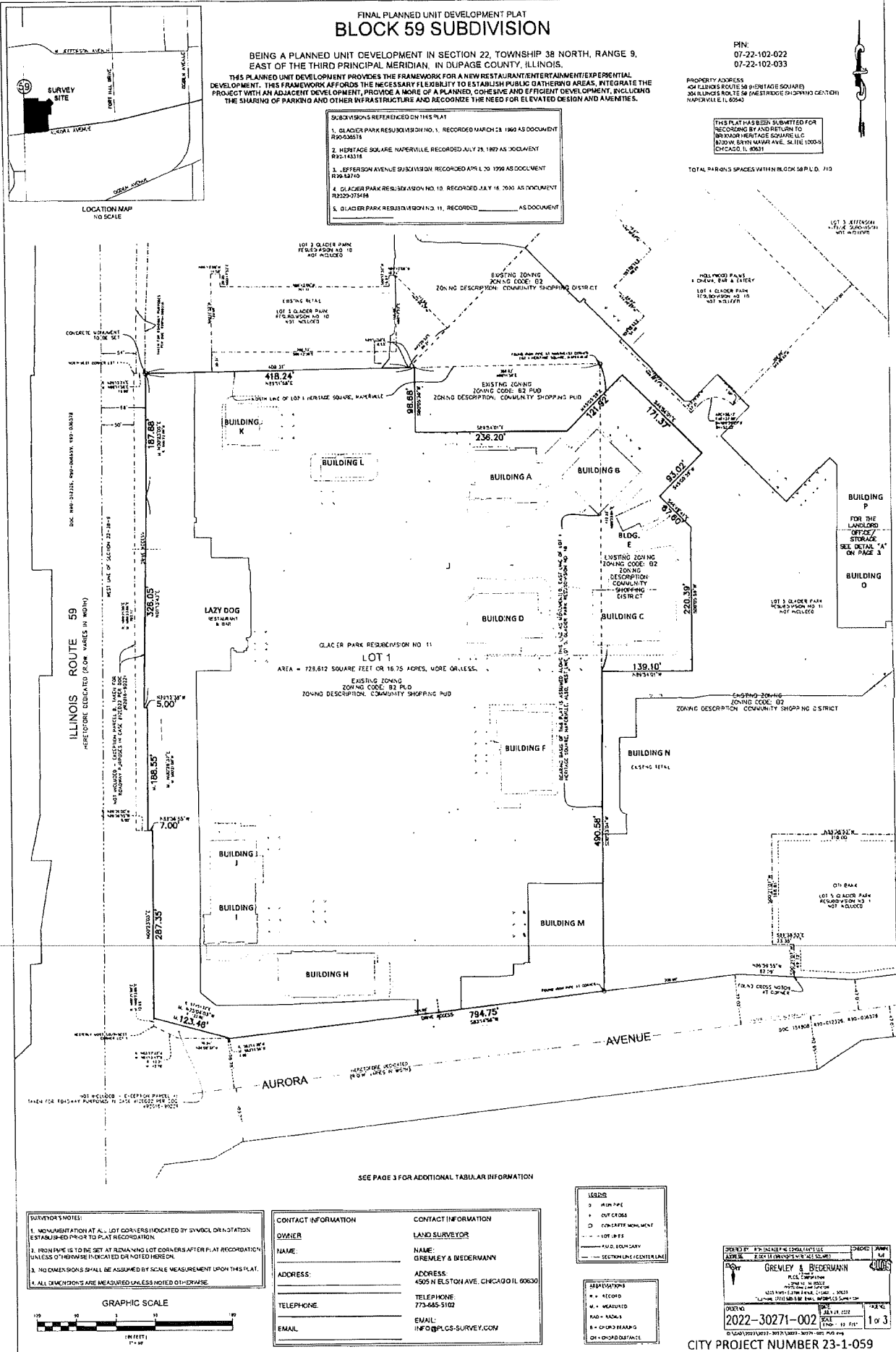
1. GLACIER PARK RESUBDIVISION NO. 1, RECORDED MARCH 28, 1960 AS DOCUMENT R40038578
2. HERITAGE SQUARE, NAPERVILLE, RECORDED JULY 23, 1979 AS DOCUMENT R42143318
3. EPPERSON AVENUE SUBDIVISION, RECORDED APRIL 2, 1999 AS DOCUMENT R19934740
4. GLACIER PARK RESUBDIVISION NO. 10, RECORDED JULY 16, 2000 AS DOCUMENT R2320375466
5. GLACIER PARK RESUBDIVISION NO. 11, RECORDED _____ AS DOCUMENT _____

PLN:
07-22-102-022
07-22-102-033

PROPERTY ADDRESS
404 ILLINOIS ROUTE 59 (HERITAGE SQUARE)
304 ILLINOIS ROUTE 59 (WESTSIDE DRIVING CENTER)
NAPERVILLE, IL 60540

THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY AND RETURNED TO
BRADY HERITAGE SQUARE LLC
800 W. SIXTH AVENUE, SUITE 1000
CHICAGO, IL 60601

TOTAL PARKING SPACES WITHIN BLOCK 59 P.L.D. 710



SURVEYOR'S NOTES:
1. MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDATION.
2. IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION, UNLESS OTHERWISE INDICATED OR NOTED HEREON.
3. NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.
4. ALL DIMENSIONS ARE MEASURED UNLESS NOTED OTHERWISE.



CONTACT INFORMATION	
OWNER	LAND SURVEYOR
NAME:	NAME: GREGORY & BIEDERMANN
ADDRESS:	ADDRESS: 4505 N ELSTON AVE, CHICAGO IL 60630
TELEPHONE:	TELEPHONE: 773-645-5102
EMAIL:	EMAIL: INFO@PLCS-SURVEY.COM

- LEGEND
- IRON PIPE
 - + CUT CROSS
 - CONCRETE MONUMENT
 - LOT LINES
 - P.D. EASEMENT
 - SECTION LINE (CENTERLINE)

- ABBREVIATIONS
- R = RECORD
 - M = MEASURED
 - P = PAVED
 - C = CHAIN SURVEY
 - CH = CHAIN SURVEY

2022-30271-002

1 of 3

CITY PROJECT NUMBER 23-1-059

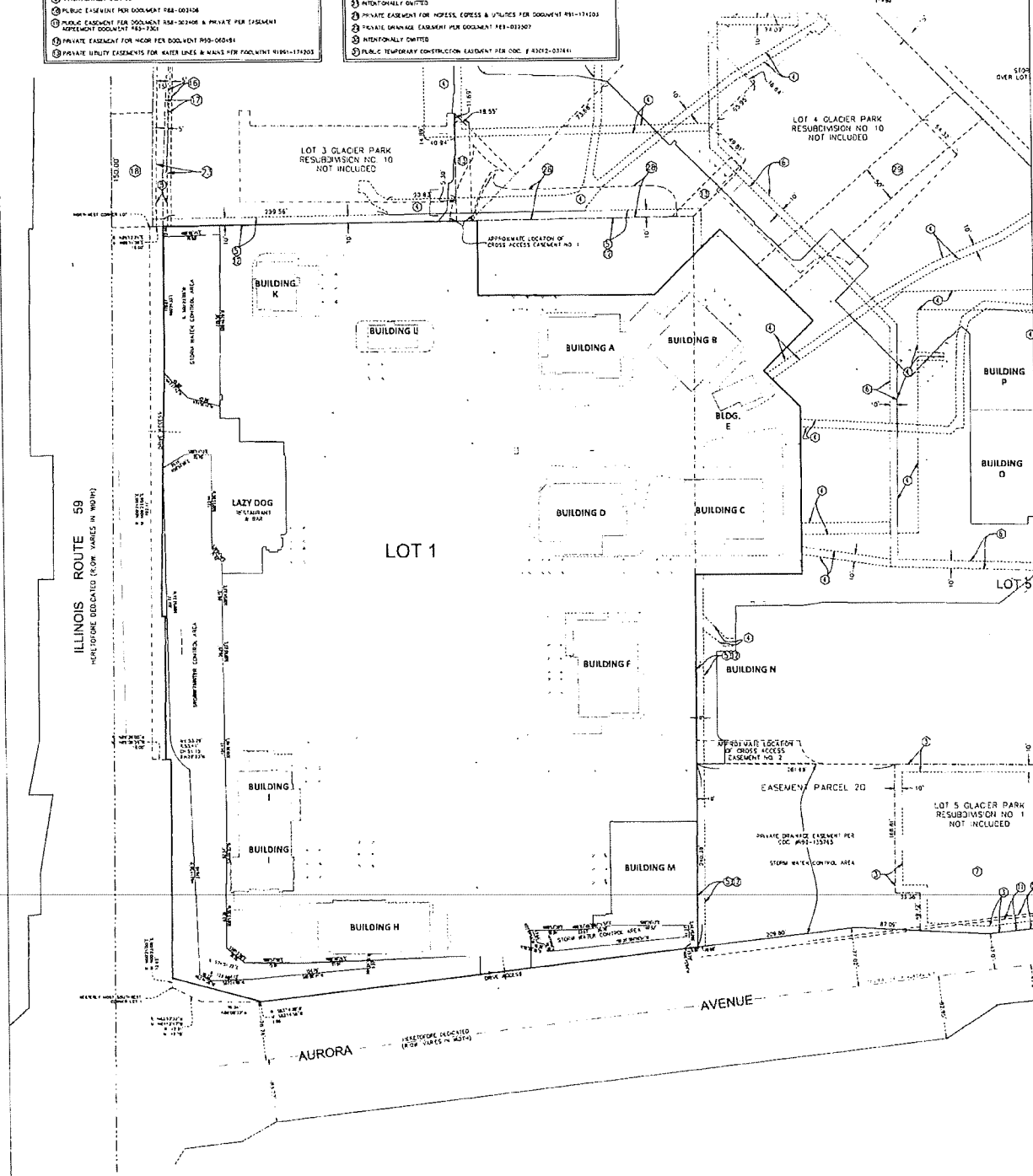
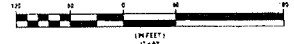
FINAL PLANNED UNIT DEVELOPMENT PLAT BLOCK 59 SUBDIVISION

EXISTING EASEMENTS

- ① INTENTIONALLY OMITTED
- ② INTENTIONALLY OMITTED
- ③ PRIVATE LANDSCAPE EASEMENT & PUBLIC UTILITIES & DRAINAGE PER DOCUMENT #89-02478
- ④ EASEMENT FOR PUBLIC UTILITIES & DRAINAGE PER DOCUMENT #89-02478
- ⑤ PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOCUMENT #89-02478
- ⑥ PUBLIC WATERWAY EASEMENT PER DOCUMENT #89-02478
- ⑦ PRIVATE EASEMENTS, EASEMENTS, RESTRICTIONS AND PROPORTIONAL RIGHTS AGREEMENT PER DOCUMENT #89-02478
- ⑧ INTENTIONALLY OMITTED
- ⑨ INTENTIONALLY OMITTED
- ⑩ PUBLIC EASEMENT PER DOCUMENT #89-02478
- ⑪ PUBLIC EASEMENT PER DOCUMENT #89-02478 & PRIVATE PER EASEMENT AGREEMENT PER DOCUMENT #89-02478
- ⑫ PRIVATE EASEMENT FOR HIGHWAY PER DOCUMENT #89-02478
- ⑬ PRIVATE UTILITY EASEMENTS FOR WATER LINES & MAINS PER DOCUMENT #89-02478

- ⑭ & ⑮ ARE INTENTIONALLY OMITTED
- ⑯ PRIVATE 5 FT. NORTHERN ALLOYS GAS EASEMENT PER DOCUMENT #89-02478 & #89-02478
- ⑰ PUBLIC 5 FT. TEMPORARY CONSTRUCTION EASEMENT PER DOCUMENT #89-02478
- ⑱ PRIVATE 5 FT. TEMPORARY CONSTRUCTION EASEMENT PER DOCUMENT #89-02478
- ⑲ TO ⑳ ARE INTENTIONALLY OMITTED
- ㉑ 15 FT. PUBLIC UTILITIES & DRAINAGE EASEMENT PER DOC. #89-02478
- ㉒ INTENTIONALLY OMITTED
- ㉓ PUBLIC UTILITY & LANDSCAPE EASEMENT PER DOCUMENT #89-02478
- ㉔ INTENTIONALLY OMITTED
- ㉕ PRIVATE EASEMENT FOR HIGHWAY PER DOCUMENT #89-02478
- ㉖ PRIVATE DRAINAGE EASEMENT PER DOCUMENT #89-02478
- ㉗ INTENTIONALLY OMITTED
- ㉘ PUBLIC TEMPORARY CONSTRUCTION EASEMENT PER DOC. #89-02478

GRAPHIC SCALE



NOTE: VARIOUS EASEMENTS TO BE VACATED AND A NON EXCLUSIVE PERPETUAL EASEMENT RESERVED FOR AND GRANTED OVER ALL LOTS OF THE PROPERTY DERIVED HEREON, BY THE FINAL PLAT OF SUBDIVISION BLOCK 59, ACCORDING AS DOCUMENT

ORDERED BY	BY INSTRUMENT NO.	DATE
GRENEY & BERDMANN	2022-30271-002	11/15/2022
CITY PROJECT NUMBER 23-1-059		

FINAL PLANNED UNIT DEVELOPMENT PLAT BLOCK 59 SUBDIVISION

Block 59 - Buildings	Use Type	Gross Square Footage of Tenant Space
Tenant A	Restaurant	3,863
Tenant B	Restaurant	12,087
Tenant C	Restaurant	19,200
Tenant D	Restaurant	11,917
Tenant E	Restaurant	1,300
Tenant F	Restaurant	24,000
Tenant H	Restaurant	19,000
Tenant I	Restaurant	2,049
Tenant J	Restaurant	9,522
Tenant K	Fast Food	5,800
Tenant L	Fast Food	2,000
Tenant M	Fast Food	12,372
Existing Restaurant Unit	Restaurant	3,211
TOTAL MAXIMUM BUILDING AREA		133,769

NOTE: REFER TO ALL FORMS BY PROJECT ATTORNEY REGARDLESS OF THE SUBMITTAL DEVIATIONS FROM CODE REQUIREMENTS.

NOTE: FOR THE NUMBER OF VEHICLE AND BICYCLE PARKING SPACES AND LOADING SPACES PROPOSED AND REQUIRED, PLEASE REFER TO THE PARKING STUDY REPORT.

The total square footage for each building/tenant in Block 59 may vary, so long as the following maximum square footages are not exceeded without processing a change to the Block 59 PUD pursuant to Section 6-4-6 (Changes to a Final Planned Unit Development) of the Naperville Municipal Code:

- The total maximum building area may not exceed 133,769 sq. ft.
- The maximum square footage of amusement, fast food, and/or eating and/or drinking facilities may not exceed 99,497 sq. ft.

DU PAGE COUNTY RECORDERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
SS
THIS INSTRUMENT WAS FILED FOR RECORD IN THE
RECORDERS OFFICE OF DU PAGE COUNTY, ILLINOIS
ON THE _____ DAY OF _____ A.D. 20____
AT _____ O'CLOCK _____ A.M.

RECORD OF DEEDS

OWNER'S CERTIFICATE (BANKRUPTCY TRUSTEE USE)

STATE OF ILLINOIS)
COUNTY OF _____)
SS

THIS IS TO CERTIFY THAT BANKRUPTCY TRUSTEE SQUARE LLC IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER, HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT _____ ILLINOIS, THIS _____ DAY OF _____ 20____
CITY _____ STATE _____

BY _____ ATTEST _____
SIGNATURE SIGNATURE
TITLE TITLE
PRINT TITLE PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____)
SS

I, _____ A NOTARY PUBLIC IN AND FOR THE SAID COUNTY
IN THE STATE AFORESAID DO HEREBY CERTIFY THAT _____
PRINT NAME DOB DATE

AND _____
PRINT NAME DOB DATE
OF SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____
AND _____ RESPECTFULLY APPEARED

BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS
_____ DAY OF _____ 20____
DATE _____

NOTARY PUBLIC SIGNATURE

PRINT NAME

MY COMMISSION EXPIRES ON _____ DAY OF _____ 20____
DATE _____

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
SS

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS AT A MEETING HELD
THE _____ DAY OF _____ A.D. 20____

BY _____ ATTEST _____
MAYOR CITY CLERK

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
SS

APPROVED BY THE CITY OF NAPERVILLE PLANNING AND ZONING COMMISSION
AT A MEETING HELD THE _____ DAY OF _____ A.D. 20____

BY _____ ATTEST _____
CHAIRMAN SECRETARY

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)
SS

I, ROBERT G. BEDELMANN A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED

LOT 1 IN BLOCK 59, BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 38 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREIN RECORDED AS DOCUMENT _____ IN DU PAGE COUNTY, ILLINOIS,

CONTAINING TWENTY-NINE SQUARE FEET OR LESS, MADE OF LENS.

DIMENSIONS ARE 9'-0" IN FEET AND DECIMAL PARTS THEREOF AND THIS PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY CORRECTED TO A TOLERANCE OF 1/16" AND 1/32".

FIELD MEASUREMENTS COMPLETED ON JANUARY 12, 2023.

SIGNED BY _____

BY _____

PROFESSIONAL LAND SURVEYOR NO. 2802

MY LICENSE EXPIRES NOVEMBER 30, 2024

PROJECT NO.	2022-30271-002	DATE	JULY 18, 2023	PAGE	3 of 3
CITY PROJECT NUMBER 23-1-059					

Existing Property Plan

NELSON

WILSON, JENNIFER E.
 617.552.0816
 1000 MASSACHUSETTS BLVD., SUITE 200
 BOSTON, MA 02115
 jenn@nelsonma.com

BRIDGE
 1000 MASSACHUSETTS BLVD., SUITE 200
 BOSTON, MA 02115
 617.552.0816
 jenn@nelsonma.com

BRIDGE
 1000 MASSACHUSETTS BLVD., SUITE 200
 BOSTON, MA 02115
 617.552.0816
 jenn@nelsonma.com

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 BOSTON, MA 02115
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 jenn@nelsonma.com

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 BOSTON, MA 02115
 617.552.0816
 jenn@nelsonma.com

BRIDGE
 1000 MASSACHUSETTS BLVD., SUITE 200
 BOSTON, MA 02115
 617.552.0816
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BRIDGE
 1000 MASSACHUSETTS BLVD., SUITE 200
 BOSTON, MA 02115
 617.552.0816
 jenn@nelsonma.com

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 1000 MASSACHUSETTS BLVD., SUITE 200
 BOSTON, MA 02115
 617.552.0816
 jenn@nelsonma.com

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LEGEND

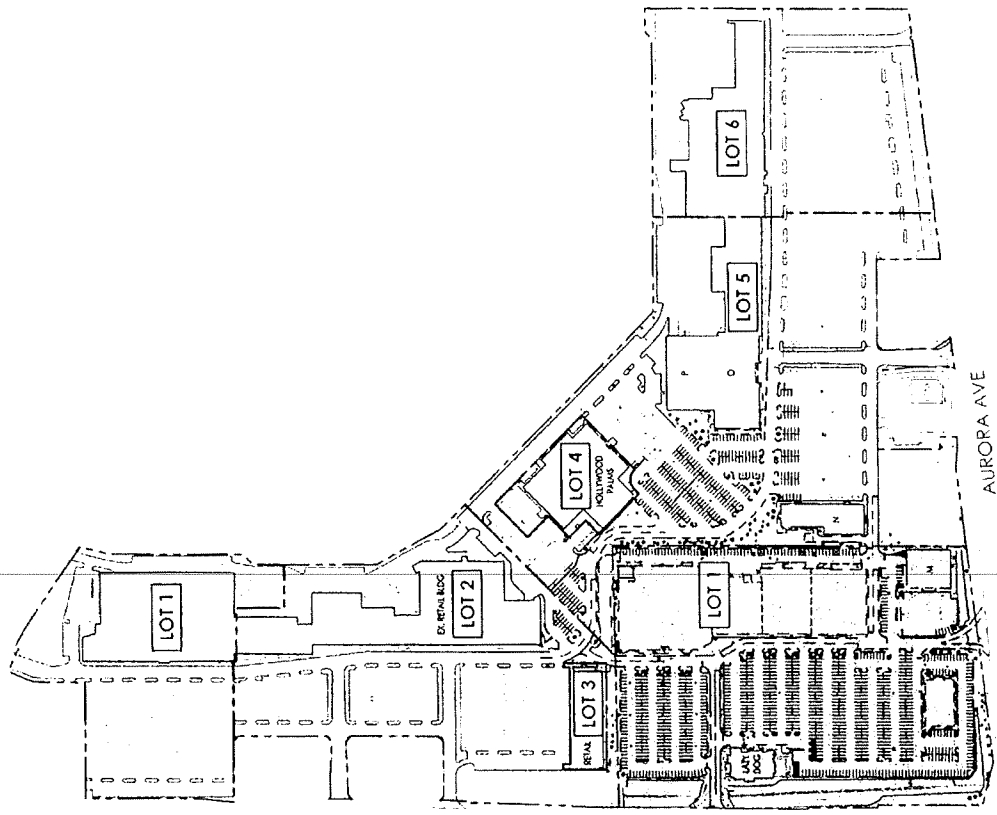


EXHIBIT J



C1.0

Proposed Property Plan

NELSON

Nelson Architecture, Inc.
A licensed firm
Illinois Design Firm Registration Number: 14009315
333 North Michigan Street, Suite 200
Chicago, IL 60602-2409
Phone: (312) 467-0000
Fax: (312) 467-0001
E-mail: info@nelsonarch.com

Principal
James J. Nelson
James J. Nelson
Chicago, IL 60602
T: 312.467.0001 E: jnelson@nelsonarch.com

Principal
James J. Nelson
James J. Nelson
Chicago, IL 60602
T: 312.467.0001 E: jnelson@nelsonarch.com

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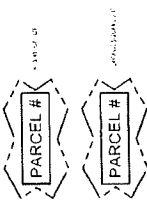
Principal
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James J. Nelson
Chicago, IL 60602
T: 312.467.0001 E: jnelson@nelsonarch.com

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T: 312.467.0001 E: jnelson@nelsonarch.com

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T: 312.467.0001 E: jnelson@nelsonarch.com

LEGEND



PARCEL #

PARCEL #

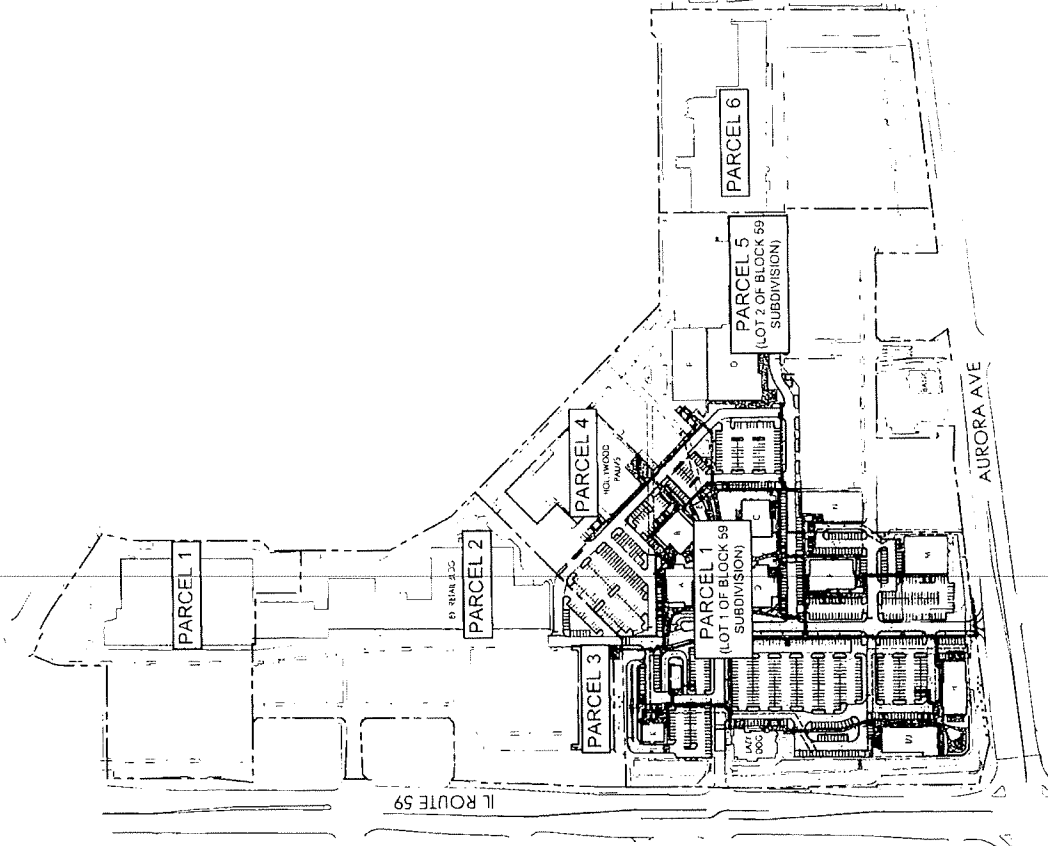


EXHIBIT J

Standard	Area	Volume
1.00	1.00	1.00
2.00	2.00	2.00
3.00	3.00	3.00
4.00	4.00	4.00
5.00	5.00	5.00
6.00	6.00	6.00
7.00	7.00	7.00
8.00	8.00	8.00
9.00	9.00	9.00
10.00	10.00	10.00

BRIX
Property Group

Block 59
404 S. State Route 59
Naperville, IL 60540

**PARKING & PROPERTY EXHIBIT:
PROPOSED CONDITIONS**

Sheet 1 of 1

Scale: 1" = 100'

North Arrow

Legend

Parking Calculations Spreadsheet

Westridge Ct/Block 59 - Parking Analysis
As of October 25, 2023

	Use Type	Applicable Parking Requirement	Square Footage of Tenant Space	Entitled Ratio Space	Gross Square Footage of Tenant Space	Total Parking Required	Total Parking Provided	Excess/(Short)
Lot 1								
Space 1 - The Fresh Market	Retail	4 spaces/1,000 sf	25,721		25,721	101		
Space 1A - Tom's Place	Fun Time	2 spaces/1,000 sf	12,763		12,763	16		
Space 2 - Tom's Place	Fun Time	2 spaces/1,000 sf	10,000		10,000	40		
Space 3 - Paused Tree Marketplace	Retail	4 spaces/1,000 sf	13,152		13,152	133		
Lot 1 Total			61,745		61,745	301	465	164
Lot 2								
Space 4 - S. Jay-Z Bar	Furniture	2 spaces/1,000 sf	13,334		13,334	27		
Space 7 - Sky Dining	Retail	4 spaces/1,000 sf	7,000		7,000	8		
Space 8 - Vix Health	Office/retail, medical	5 spaces/1,000 sf	2,560		2,560	13		
Space 9 - America's Best	Retail	4 spaces/1,000 sf	7,651		7,651	11		
Space 10/11 - Cost Plus World Market	Retail	4 spaces/1,000 sf	17,950		17,950	33		
Space 12 - Market Fair	Retail	4 spaces/1,000 sf	1,000		1,000	4		
Space 13 - Bush and Body Works	Retail	4 spaces/1,000 sf	2,000		2,000	8		
Space 14 - Johnson Fitness and Wellness	Retail	4 spaces/1,000 sf	4,000		4,000	16		
Space 15 - Bush and Body Works	Retail	4 spaces/1,000 sf	1,600		1,600	14		
Space 16 - Salsbury's	Retail	4 spaces/1,000 sf	1,400		1,400	10		
Space 17 - Varsity	Retail	4 spaces/1,000 sf	2,400		2,400	10		
Space 18 - Buy Buy Baby	Retail	4 spaces/1,000 sf	25,103		25,103	104		
Space 19 - Bed Bath & Beyond	Retail	4 spaces/1,000 sf	25,610		25,610	103		
Space 20 - Bed Bath & Beyond	Retail	4 spaces/1,000 sf	12,600		12,600	18		
Lot 2 Total			112,400		112,400	445	548	101
Lot 3								
Space 21 - Currency Exchange	Financial Institution	1 space/250 sf	1,350		1,350	5		
Space 22 - Remedy	Retail	4 spaces/1,000 sf	1,350		1,350	5		
Space 23 - La Brea Art Forms	Retail	4 spaces/1,000 sf	1,350		1,350	5		
Space 24 - PhotoPro	Retail	4 spaces/1,000 sf	2,700		2,700	11		
Space 25 - Hair's Up	Retail	4 spaces/1,000 sf	1,512		1,512	6		
Space 26/27 - Hair Cuttery	Restaurant	10 spaces/1,000 sf	3,600		3,600	16		
Space 28/29 - PlayPlace	Restaurant	10 spaces/1,000 sf	3,240		3,240	12		
Space 30A - Mission BBQ	Restaurant	10 spaces/1,000 sf	2,260		2,260	10		
Lot 3 Total			19,082		19,082	141	0	(141)
Lot 4								
Space 33 - Hollywood Park Theater	Theater	1 space/2.5 seats			571	192		
Lot 4 Total					479	192	43	(147)
Lot 5								
Space 34 & 35 (A & B) - Berg's	Retail	4.5 spaces/1,000 sf	12,058		12,058	54		
Space 35, 37 (D & E) - Berg's	Entertainment	10 spaces/1,000 sf	10,000		10,000	100		
Space 36, 38, 40 - Discovery Clothing	Retail	4.5 spaces/1,000 sf	11,318		11,318	54		
Space 41 - Varsity	Retail	4.5 spaces/1,000 sf	15,216		15,216	68		
Space 42 - Varsity	Retail	4.5 spaces/1,000 sf	9,000		9,000	41		
Lot 5 Total			59,272		59,272	217	1177	610
Lot 6								
Space 43 - Edge Fitness	Fitness	4.5 spaces/1,000 sf	19,334		19,334	235		
Space 44A - Eterna	Entertainment	4 spaces/1,000 sf	27,001		27,001	108		
Space 45 - Boudoir Hair Express	Restaurant	10 spaces/1,000 sf	2,000		2,000	10		
Space 46 - Cabernet Direct	Retail	4.5 spaces/1,000 sf	2,000		2,000	9		
Space 47 - Ill Popping	Retail	4.5 spaces/1,000 sf	6,776		6,776	20		
Lot 6 Total			67,771		67,771	392	465	73
Block 59 - Parking Analysis								
Lot 1								
Tenant A - Yard House	Restaurant	10 spaces/1,000 sf	7,965	700	8,665	87		
Tenant B	Restaurant	10 spaces/1,000 sf	12,087		12,087	121		
Tenant C	Restaurant	10 spaces/1,000 sf	18,100		18,100	197		
Tenant D - The Cheesecake Factory	Restaurant	10 spaces/1,000 sf	9,882	1,510	11,392	110		
Tenant E	Restaurant	10 spaces/1,000 sf	2,100		2,100	24		
Tenant F	Restaurant	10 spaces/1,000 sf	10,000		10,000	100		
Tenant G - Capra Grill	Restaurant	10 spaces/1,000 sf	10,000		10,000	100		
Tenant H - First Watch	Restaurant	10 spaces/1,000 sf	4,048		4,048	49		
Tenant I - Pecan Blossom	Restaurant	10 spaces/1,000 sf	2,493	1,079	3,572	66		
Tenant K - Steak Shake	Fast Food	12 spaces/1,000 sf	1,300		1,300	16		
Tenant L - Vasa Donuts	Fast Food	12 spaces/1,000 sf	2,000		2,000	14		
Tenant M - Waterfront Smoke	Furniture	2 spaces/1,000 sf	12,772		12,772	29		
The Lazy Dog	Restaurant	10 spaces/1,000 sf	6,213		6,213	87		
Everest Plaza	Theater	1 space/2.5 seats			875 seats*	150		
Lot 1 Total			108,369	1,409	111,745	1,409	710	(689)
UPDATED Grand Totals								
					527,018	3,796	3,358	(438)
Grand Totals (Approved by City)					117,487	3,796	3,358	(438)
<i>Updated from approved quantities</i>								

Westridge Ct/Block 59 - Parking Analysis
As of October 15, 2023

Use Type	Applicable Parking Requirement	Square Footage of Tenant Space	Estimated Parking Space	Gross Square Footage of Tenant Space	Total Parking Required	Total Parking Provided	Excess/(Short)
Lot 1							
Space 1 - Treez Market	Retail	4 spaces/1,000 sf	25,275	75,255	101		
Space 1A - Tom's Place	Furniture	2 spaces/1,000 sf	12,765	12,765	16		
Space 2 - Tom's Place	Furniture	2 spaces/1,000 sf	20,000	20,000	40		
Space 3 - Paired Tree Marketplace	Retail	4 spaces/1,000 sf	11,251	11,251	133		
Lot 1 Total			91,745	91,745	301	465	164
Lot 2							
Space 4, 5, 6 - Day 1 Day	Furniture	2 spaces/1,000 sf	13,334	11,134	27		
Space 7 - 54's Rezzy	Retail	4 spaces/1,000 sf	2,000	2,000	8		
Space 8 - RVX Health	Off ce/clinic, med cl	5 spaces/1,000 sf	2,560	2,560	13		
Space 9 - Americana	Retail	4 spaces/1,000 sf	2,653	2,653	11		
Space 10B1 - Good Plus World Market	Retail	4 spaces/1,000 sf	12,900	12,900	22		
Space 12 - Village Bar	Retail	4 spaces/1,000 sf	1,000	1,000	4		
Space 13 - Bath and Body Works	Retail	4 spaces/1,000 sf	2,000	2,000	8		
Space 14 - Johnson Forests and Weavers	Retail	4 spaces/1,000 sf	4,000	4,000	16		
Space 15 - Bath and Body Works	Retail	4 spaces/1,000 sf	1,600	1,600	14		
Space 16 - S&B Street	Retail	4 spaces/1,000 sf	2,400	2,400	10		
Space 17 - Viceri	Retail	4 spaces/1,000 sf	2,400	2,400	10		
Space 18 - 54's Rezzy	Retail	4 spaces/1,000 sf	25,503	75,503	104		
Space 19 - 3rd Bar & Beyond	Retail	4 spaces/1,000 sf	25,652	75,652	103		
Space 20 - 54's Rezzy	Retail	4 spaces/1,000 sf	12,200	12,200	48		
Lot 2 Total			132,400	132,400	445	548	103
Lot 3							
Space 21 - Currency Exchange	Financial Institution	1 space/250 sf	1,350	1,350	1		
Space 22 - Remedy	Retail	4 spaces/1,000 sf	1,150	1,150	5		
Space 23 - La Bella La Norma	Retail	4 spaces/1,000 sf	1,150	1,150	5		
Space 24 - Republic	Retail	4 spaces/1,000 sf	2,200	2,200	11		
Space 25 - No 44U	Retail	4 spaces/1,000 sf	1,532	1,532	6		
Space 26/27 - K's - Cuisine	Restaurant	10 spaces/1,000 sf	1,600	3,600	16		
Space 28/29 - 3rd Bar	Restaurant	10 spaces/1,000 sf	1,240	3,240	12		
Space 29A - Mexican BBQ	Restaurant	10 spaces/1,000 sf	2,560	3,560	10		
Lot 3 Total			19,082	19,082	141	0	(141)
Lot 4							
Space 30 - Hollywood P&M Theater	Theater	1 space/2.5 years		Seats (with Expo area)	292		
Lot 4 Total				292	292	43	(43)
Lot 5							
Spaces 31, 32, 33 (Building A)	Retail	4.5 spaces/1,000 sf	12,018	12,058	54		
Spaces 34, 35 (Building D & P)	Restaurant	10 spaces/1,000 sf	10,000	10,000	200		
Space 36, 37, 38 - Discovery Clothing	Retail	4.5 spaces/1,000 sf	11,918	11,918	54		
Space 41 - Upt2	Retail	4.5 spaces/1,000 sf	15,216	15,216	68		
Space 42 - Viceri	Retail	4.5 spaces/1,000 sf	9,200	9,200	41		
Lot 5 Total			58,272	58,272	717	1127	410
Lot 6							
Space 43 - Edge Fitness	Fitness	4.5 spaces/1,000 sf	18,394	18,394	225		
Space 44A - Turnip	Restaurant	4 spaces/1,000 sf	29,001	27,001	108		
Space 45 - Burrito Pizzeria Express	Restaurant	10 spaces/1,000 sf	2,000	2,000	20		
Space 46 - Calumet Direct	Retail	4.5 spaces/1,000 sf	2,000	2,000	9		
Space 47 - 11 Flooring	Retail	4.5 spaces/1,000 sf	6,276	6,276	20		
Lot 6 Total			87,771	87,771	392	465	73
Block 59 - Parking Analysis							
Lot 1							
Tenant A - Hard House	Restaurant	10 spaces/1,000 sf	2,565	200	8,665	87	
Tenant B	Restaurant	10 spaces/1,000 sf	12,082		12,082	121	
Tenant C	Restaurant	10 spaces/1,000 sf	19,200		19,200	192	
Tenant D - The Crosscreek Factory	Restaurant	10 spaces/1,000 sf	9,582	1,540	11,012	110	
Tenant E	Restaurant	10 spaces/1,000 sf	2,400		2,400	24	
Tenant F	Restaurant	10 spaces/1,000 sf	10,000		10,000	100	
Tenant G - Capita Grille	Restaurant	10 spaces/1,000 sf	10,000		10,000	100	
Tenant H - First Women	Restaurant	10 spaces/1,000 sf	4,048		4,048	40	
Tenant I - Pecos Blue	Restaurant	10 spaces/1,000 sf	2,493	1,079	3,572	36	
Tenant K - Shaka Shrine	Fast Food	12 spaces/1,000 sf	4,000		4,000	56	
Tenant L - Spank Daddy's	Fast Food	12 spaces/1,000 sf	2,000		2,000	14	
Tenant M - Wayne's Smoke	Luncheon	2 spaces/1,000 sf	12,272		12,272	25	
The Lazy Dog	Restaurant	10 spaces/1,000 sf	4,213		4,213	43	
Events Plaza*	Theater	1 space/2.5 years			175,192	163	
Lot 1 Total			108,160	1,409	111,769	1407	270
UNDATED Grand Totals							
				527,018	3,796	3,358	(438)
Grand Totals (Approved by City)				517,447	3,796	3,358	(438)
<i>Updated from approved quantities</i>							

Overflow Parking and AutoTurns Figures

NELSON

NELSON A&D DESIGN, INC.
31 LEXINGTON AVENUE
NEW YORK, NY 10017
TEL: (212) 512-2000
FAX: (212) 512-2001
WWW.NELSONA&D.COM

BRUNNEN PROPERTY GROUP
ATTENTION: BRUNNEN
400 S. STATE STREET, SUITE 500
CHICAGO, IL 60606
TEL: (312) 467-2000
FAX: (312) 467-2001
WWW.BRUNNEN.COM

CHICAGO, IL 60606
TEL: (312) 467-2000
FAX: (312) 467-2001
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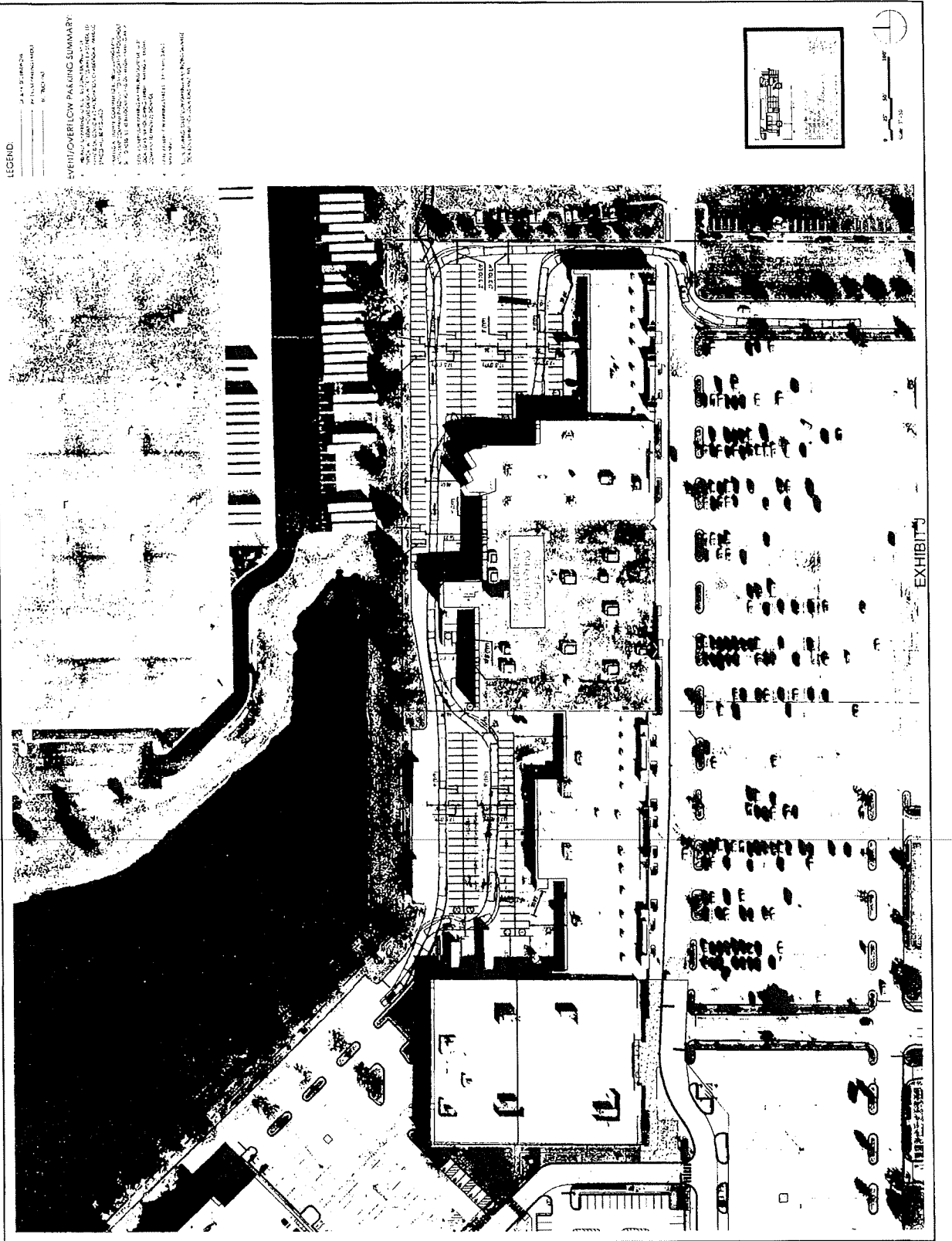
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TEL: (312) 467-2000
FAX: (312) 467-2001
WWW.BRUNNEN.COM



LEGEND:

1. EXISTING BUILDING

2. EXISTING PARKING

3. EXISTING STREET

4. EXISTING LANDSCAPE

5. EXISTING UTILITIES

6. EXISTING FENCE

7. EXISTING SIGNAGE

8. EXISTING LIGHTING

9. EXISTING TREES

10. EXISTING WALKWAYS

11. EXISTING DRIVEWAYS

12. EXISTING CURBS

13. EXISTING RAILROADS

14. EXISTING CANALS

15. EXISTING BRIDGES

16. EXISTING TUNNELS

17. EXISTING TOWERS

18. EXISTING MONUMENTS

19. EXISTING STATUES

20. EXISTING FOUNTAINS

21. EXISTING GARDENS

22. EXISTING PAVILIONS

23. EXISTING THEATERS

24. EXISTING CINEMAS

25. EXISTING MUSEUMS

26. EXISTING GALLERIES

27. EXISTING LIBRARIES

28. EXISTING ARCHIVES

29. EXISTING COLLECTIONS

30. EXISTING RESEARCH

31. EXISTING EDUCATION

32. EXISTING RECREATION

33. EXISTING CULTURE

34. EXISTING ARTS

35. EXISTING PERFORMING ARTS

36. EXISTING VISUAL ARTS

37. EXISTING LITERATURE

38. EXISTING MUSIC

39. EXISTING DANCE

40. EXISTING THEATRE

41. EXISTING CINEMA

42. EXISTING MUSEUM

43. EXISTING GALLERY

44. EXISTING LIBRARY

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53. EXISTING VISUAL ARTS

54. EXISTING LITERATURE

55. EXISTING MUSIC

56. EXISTING DANCE

57. EXISTING THEATRE

NELSON

NELSON AUSTIN LLP, INC.
 400 West Madison Street, Suite 200
 Chicago, IL 60601
 Phone: (312) 467-2000
 Fax: (312) 467-2001
 Web: nelsonaustin.com
 T: 312.523.5600 E: nelson@nelsonaustin.com

Client: Property Group
 401 S. State Route 59
 Naperville, IL 60563
Architect: Andrew Baker
 1000 N. La Grange Road
 Chicago, IL 60631
 T: 773.377.8800 E: andrew.baker@nelsonaustin.com

Engineer: Greg Sierant
 1000 N. La Grange Road
 Chicago, IL 60631
 T: 773.377.8800 E: greg.sierant@nelsonaustin.com
Geotechnical Engineer: Greg Sierant
 1000 N. La Grange Road
 Chicago, IL 60631
 T: 773.377.8800 E: greg.sierant@nelsonaustin.com

Structural Engineer: Greg Sierant
 1000 N. La Grange Road
 Chicago, IL 60631
 T: 773.377.8800 E: greg.sierant@nelsonaustin.com
MEP Engineer: Greg Sierant
 1000 N. La Grange Road
 Chicago, IL 60631
 T: 773.377.8800 E: greg.sierant@nelsonaustin.com

Electrical Engineer: Greg Sierant
 1000 N. La Grange Road
 Chicago, IL 60631
 T: 773.377.8800 E: greg.sierant@nelsonaustin.com
Plumbing Engineer: Greg Sierant
 1000 N. La Grange Road
 Chicago, IL 60631
 T: 773.377.8800 E: greg.sierant@nelsonaustin.com

Fire Protection Engineer: Greg Sierant
 1000 N. La Grange Road
 Chicago, IL 60631
 T: 773.377.8800 E: greg.sierant@nelsonaustin.com
Transportation Engineer: Greg Sierant
 1000 N. La Grange Road
 Chicago, IL 60631
 T: 773.377.8800 E: greg.sierant@nelsonaustin.com

Surveyor: Greg Sierant
 1000 N. La Grange Road
 Chicago, IL 60631
 T: 773.377.8800 E: greg.sierant@nelsonaustin.com
Landscaping Consultant: Greg Sierant
 1000 N. La Grange Road
 Chicago, IL 60631
 T: 773.377.8800 E: greg.sierant@nelsonaustin.com

Signage Consultant: Greg Sierant
 1000 N. La Grange Road
 Chicago, IL 60631
 T: 773.377.8800 E: greg.sierant@nelsonaustin.com
Construction Manager: Greg Sierant
 1000 N. La Grange Road
 Chicago, IL 60631
 T: 773.377.8800 E: greg.sierant@nelsonaustin.com

Block 59
 401 S. State Route 59
 Naperville, IL 60563
 Project No. 1000000000

**OVERFLOW PARKING WAYFINDING
 SIGNAGE LOCATION EXHIBIT**
 Sheet 100

Scale: 1" = 100'
North Arrow: [Symbol]
Graphic Scale: 0 10 20 30 40 50 60 70 80 90 100 Feet
Graphic Scale: 0 10 20 30 40 50 60 70 80 90 100 Meters

Legend:
 [Symbol] PARCEL #
 [Symbol] PARCEL #
 [Symbol] OVERFLOW PARKING SIGNAGE LOCATION

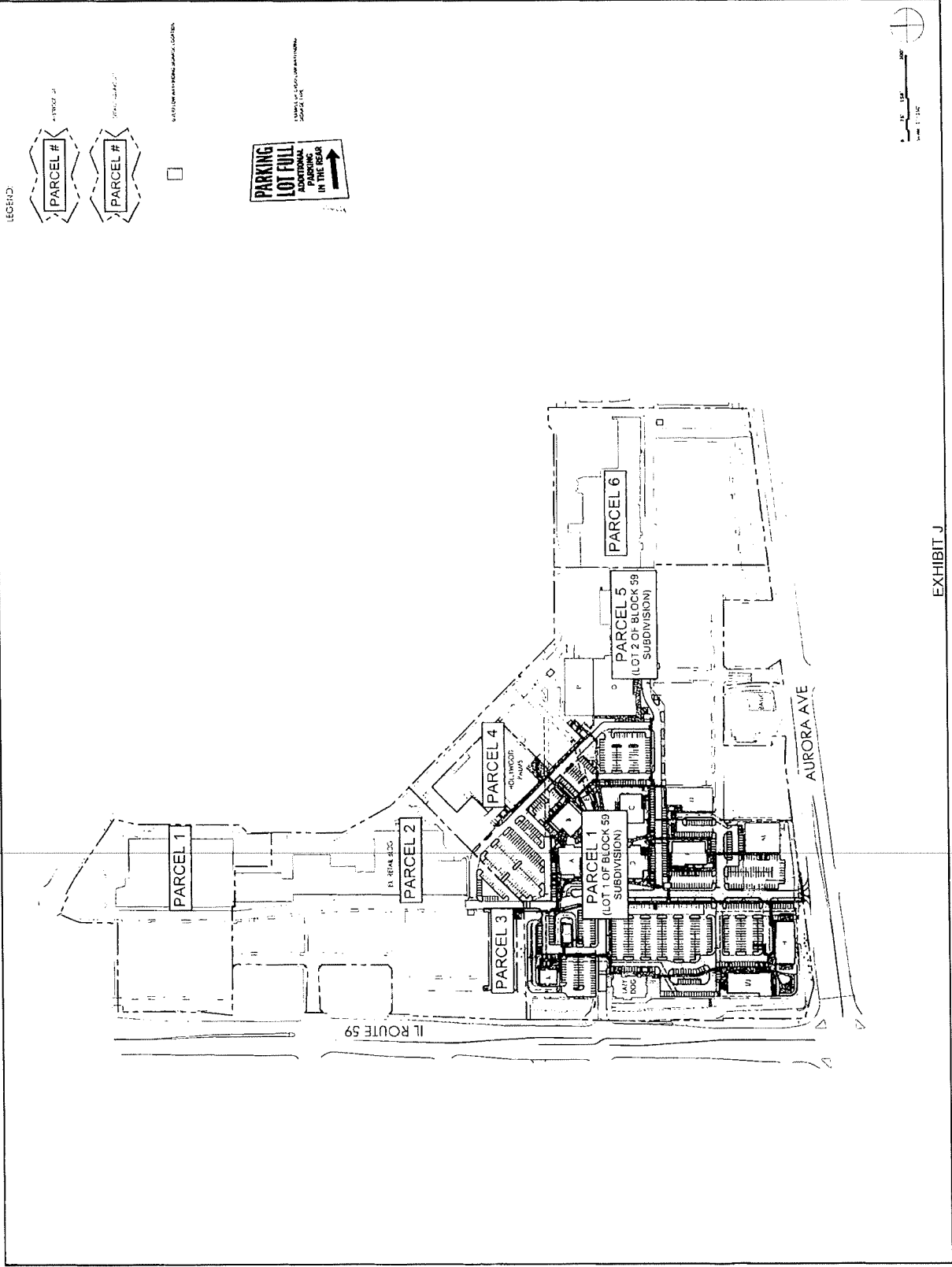


EXHIBIT J

Exhibit K

No-Build Area

