

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY  
AND GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**[430 South Washington Street, Naperville]**

**THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND GRANT OF TEMPORARY CONSTRUCTION EASEMENT (“Agreement”)** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“**Effective Date**”) by and between the CITY OF NAPERVILLE, a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois, (“**City**”) and NORTH CENTRAL COLLEGE (“**College**”). The City and the College shall be referenced individually herein as “**Party**” and collectively as “**Parties**”.

**RECITALS**

- A. WHEREAS, the City is undertaking reconstruction of the Washington Street Bridge located in the City’s downtown (“**Project**”); and
- B. WHEREAS, the College is the fee simple owner of certain real property and all improvements located thereon located at 430 South Washington Street, Naperville 60540, legally described on **Exhibit A** (“**Property**”); and
- C. WHEREAS, the City desires to purchase, and the College desires to sell, approximately 0.042 acres of said Property comprised of an approximately 10- to 17-foot-wide strip of the Washington Street frontage of the Property depicted on **Exhibit B** and legally described on **Exhibit C** (“**City Parcel**”) which will be used by the City for the **Project**; and
- D. WHEREAS, the College also agrees to grant the City a temporary construction easement (“**Temporary Construction Easement**” or “**TCE**”) on approximately 0.251 acres of the Property as depicted on **Exhibit B** and legally described on **Exhibit D** (“**Temporary Construction Easement Premises**” or “**TCE Premises**”); and
- E. WHEREAS, in entering into this Agreement and undertaking the obligations provided herein, the City is acting pursuant to its home rule authority under the laws and Constitution of the State of Illinois.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. INCORPORATION OF RECITALS.**

- 1.1. The foregoing Recitals are hereby incorporated in this Agreement as if set forth herein in this paragraph in their entirety.

## **2. CONVEYANCE OF CITY PARCEL.**

2.1 The College agrees to convey the City Parcel to the City at Closing as defined and provided herein. The City shall take possession of the City Parcel upon completion of Closing as defined herein.

## **3. GRANT OF TEMPORARY CONSTRUCTION EASEMENT.**

3.1 Grant of Temporary Construction Easement. In consideration of the terms, conditions, and covenants set forth herein, the sufficiency of which is acknowledged by the Parties hereto to be sufficient, the College hereby grants the City a Temporary Construction Easement over, upon, under, through, and across the Temporary Construction Easement Premises for the purpose of providing a staging area for construction of the Project. The College further grants to the City, and any of City's officers, agents, representatives, employees, contractors, licensees, successors, or assigns the right, privilege and authority to enter upon the TCE Premises either by vehicle or on foot, together with the necessary workers and equipment, to do any of the work described herein.

3.2 Term of Temporary Construction Easement. Unless a different timeframe is agreed to in writing by the College's Vice President of Operations and the City Engineer, the grant of the Temporary Construction Easement described herein shall commence at the conclusion of the Closing and expire ninety (90) days after the four through lanes on Washington Street, which are part of the Project, are open to traffic in both directions and the sidewalks on both sides of the Washington Street Bridge are open. Upon expiration of the Temporary Construction Easement granted by the College to the City hereunder, the City will record a release of the Temporary Construction Easement with the Office of the DuPage County Recorder's Office.

3.3 Insurance. The City acknowledges that the Illinois Department of Transportation ("IDOT") will require the general contractor retained by IDOT for the Project to purchase and maintain in force during the entire term of the Temporary Construction Easement at least the following insurance:

- a. Commercial general liability insurance with a combined single limit for personal injury, death, or property damage of at least Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
- b. Worker's compensation insurance as required by law; and
- c. Automobile liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per accident.

3.3.1 The City will request that the general contractor retained by IDOT for the Project be required to purchase and maintain in force pollution liability insurance during the entire term of the Temporary Construction Easement with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate.

Prior to the City and/or general contractor commencing work on the Project, the City shall provide a certificate, naming the College as an additional insured, evidencing that the insurance described in Section 3.3 (a), (b), and (c) above is in full force and effect and that the insurance described in 3.1.1 is in full force and effect if applicable. All policies required herein shall waive subrogation against the College. The City and/or the general contractor shall not be allowed to commence work on the Project without first providing the College with adequate proof that such insurance is in effect.

3.4. **Defense, Indemnification, and Hold Harmless.** The City agrees to indemnify, defend and hold the College and its officers, directors, and employees (collectively, the “**Indemnitees**”) harmless from all losses, claims, liabilities, injuries, and damages, sustained to any person or property (including, but not limited to, any one or more of the Indemnitees) arising out of, or occurring in connection with the Temporary Construction Easement, including (a) any contractors’ and/or subcontractors’ use of the Temporary Construction Easement Premises, including the floodway and floodplain, during the term of the Temporary Construction Easement, and (b) any actions of IDOT relative to the Temporary Construction Easement.

3.5 **Wetlands/Flood Plain.** The City shall not utilize that portion of the Temporary Construction Easement Premises upon which wetlands exist. The City shall insure that the general contractor will obtain the necessary permits to perform work in the floodway and floodplain located on the Temporary Construction Easement Premises and that the work is in compliance with all County codes and ordinances.

#### **4. MONETARY CONSIDERATION.**

4.1 Subject to the terms and conditions set forth herein, the total monetary consideration (“**Monetary Consideration**”) to be paid by the City to the College for acquisition of the City Parcel, for the Temporary Construction Easement on the TCE Premises, and for any and all damage to the remainder of the Property related to either the acquisition of the City Parcel or the use of the Easement Premises, is one hundred and fifty-six thousand, one hundred and fifty-six dollars (\$156,156) comprised of:

- a. eighty-two thousand, three hundred and fifty dollars (\$82,350) for the conveyance of the City Parcel described herein; and
- b. seventy-three thousand, eight hundred and six dollars (\$73,806) for use of the Temporary Construction Easement Premises as described herein.

The above-described Monetary Compensation shall be paid by the City to the College at Closing to compensate the College for the value of the City Parcel, the Temporary Construction Easement Premises, and for all damage to the remainder of the Property as affected by either.

**5. ADDITIONAL CONSIDERATION FOR CONVEYANCE OF THE CITY PARCEL AND THE GRANT OF A TEMPORARY CONSTRUCTION EASEMENT.**

5.1 In addition to the Monetary Consideration described in Section 4 above, the City further agrees to the following additional consideration hereunder:

**5.1.1 Commencement of Park Construction.**

Unless a different timeframe is agreed to in writing by the Vice President of Operations of the College and the City Engineer, within twelve (12) months after the four through lanes on Washington Street which are part of the Project are open to traffic in both directions and the sidewalks on both sides of the Washington Street Bridge are open, the City shall commence construction of the improvements as set forth in an Easement Agreement dated February 1, 2016 (recorded as Document No. R2016-015732) relating to the Property (referenced herein as the “**Park Easement Agreement**”).

**5.1.2 North Central College Gateway Feature/Sign.**

Pursuant to the terms of the Park Easement Agreement referenced in Section 5.1.1 above, the City shall construct the Park improvements on the Property (“**Park**”) subject to the provisions set forth therein. The College intends to construct a gateway feature/sign on the Property as an element of the City’s Park improvements (“**College Feature/Sign**”). The College will prepare and submit detailed drawings for the proposed College Feature/ Sign showing the proposed location and details.

The City further agrees that it will install the concrete foundation for said College Feature/Sign and will install an electric service and data conduit for said College Feature/Sign at no cost to the College within one of the following timeframes, as elected in writing by the College: (i) during construction of the Park improvements; or (ii) at such other time as the Parties agree in writing.

All costs of electricity provided by the electric service conduit provided by the City shall be paid for on an ongoing basis by the College. Further, all costs of maintenance, repair and reconstruction of the College Feature/Sign and electric conduit(s), as needed, shall be the sole responsibility of the College.

**5.1.3 Public Acknowledgement.**

The City will publicly acknowledge the College’s partnership and cooperation in construction of the Project and the Park.

**6. DEED AND TITLE.**

6.1 At Closing, College shall convey or cause to be conveyed to the City good title to the City Parcel by a recordable Warranty Deed in a form approved by the City Attorney and free and clear all liens, encumbrances, easements, restrictions, or other matters affecting title to said property subject to the following permitted exceptions (hereinafter “**Permitted Exceptions**”):

- 6.1.a. General real estate taxes not due and payable at time of Closing as further provided in Subsection 9.1 hereof.
- 6.1.b. Zoning laws and ordinances;
- 6.1.c. Easements for public utilities;
- 6.1.d. Public roads and highways and easements pertaining thereto.
- 6.1.e. The following special exceptions listed in the Wheatland Title Insurance Commitment for the Property dated May 23, 2022 under WTG File Number BEN – 2018DP-4711.0: 3, 4, 8, 9, and 10 through 16.

**7. COLLEGE REPRESENTATIONS AND COVENANTS.**

7.1 The College represents and warrants that:

7.1.1 As of Closing, it has good title to the Temporary Construction Easement Premises and to the City Parcel subject only to the Permitted Exceptions described in Section 6.1 above;

7.1.2 As of Closing, it has the sole authority to convey fee simple title to the City Parcel to the City subject to the Permitted Exceptions described in Section 3 above;

7.1.3 It has the sole authority to grant the City a Temporary Construction Easement on the Temporary Construction Easement Premises to be used in furtherance of the Project;

7.1.4 To the best of College’s knowledge, no part of the Property is the subject of any currently pending ordinance or building code violation, pending real estate tax special assessment, condemnation, rezoning, or annexation, or any pending environmental action, inquiry or investigation other than an application submitted by the City and received by the Illinois Environmental Protection Agency (“IEPA”) on April 22, 2015 under Log #15/59265.

7.1.5 The College shall not encumber the Temporary Construction Easement Premises, or any part thereof, with any mortgage, lien, or any obligation of any kind which mortgage, lien, or obligation would interfere with, or have priority over, the City’s use of the Temporary Construction Easement granted herein. If any such encumbrance is filed on the Temporary Construction Easement Premises after the Closing relating to obligations or circumstances occurring prior to Closing, the College agrees that it shall immediately remove such encumbrances;

7.1.6 The College represents that as of the Closing, there will be no management, maintenance, or service agreements in effect which apply to or affect any portion of the City Parcel, and that there will be no outstanding obligations or commitments of any kind relative to any management, maintenance or service agreement(s) affecting the City Parcel as of the Closing; and

7.1.7 **Defense, Indemnification, Hold Harmless.** The College releases the City, and its officers, agents, and employees (“**City Indemnitees**”) from and against any and all claims, demands, costs, liabilities and expenses, attorneys’ fees and compensation whatsoever arising in whole or in part out of or relating to the City Parcel and the Temporary Construction Easement Premises that have arisen or exist, including known and unknown claims, prior to the Effective Date of this Agreement (hereinafter “**Claims**”) other than Claims associated with the Permitted Exceptions set forth in Subsection 6.1 above. The College further agrees to defend, indemnify, and hold the City Indemnitees harmless against any claims, demands, or actions of any kind brought by any tenant or lessee of the Property against the City resulting from or arising out of the College’s conveyance of the City Parcel or grant of the Temporary Construction Easement to the City. The College further releases the City from, and agrees to defend, indemnify, and hold harmless the City Indemnitees from and against any and all claims, demands, costs, liabilities and expenses, attorneys’ fees and compensation whatsoever arising in whole or in part out of or relating to the College’s grant of the Temporary Construction Easement described herein to the City, and the City’s use thereof, that have arisen or exist, including known and unknown claims, prior to the Effective Date of this Agreement.

7.2 **Property Environmental Conditions.** The City acknowledges that: (i) it is aware of the environmental conditions of the Property as such conditions are set forth in (a) Phase I Environmental Site Assessment Report prepared by CBRE dated May 18, 2011 prepared for Bayview Loan Servicing, LLC, (b) Additional Limited Phase II Environmental Assessment Report performed by Midwest Environmental Consulting Services, Inc. dated December 12, 2012 prepared for North Central College, (c) Results of Phase II Assessment prepared by Advanced Environmental Corporation dated January 5, 2012 prepared for Bayview Loan Servicing, LLC, and (d) Limited Phase II Environmental Site Assessment prepared by True North Consultants, Inc. dated October 2014 (“**Environmental Conditions**”); and that (ii) the City undertook the demolition of the building located on the Property and the required environmental remediation related to asbestos removal from said building.

The College does not make any representations, warranties or covenants with regard to the environmental condition of the Property. The City will perform the remediation as part of the Park improvements and will make a commercially reasonable effort to obtain, but does not guarantee that it will be able to obtain, a No Further Remediation (“**NFR**”) letter from the IEPA for the Environmental Conditions referenced above.

The City’s obligations with respect to remediation of the Environmental Conditions on the Property shall cease upon the later of: (i) the City obtaining an NFR for the Environmental Conditions or, (ii) if unsuccessful in obtaining an NFR for the Environmental Conditions despite commercially reasonable efforts, removal of the Property from the IEPA Site Remediation Program provided that the Property can be used as a Park as determined by the IEPA or an environmental consultant agreed upon by the Parties.

## **8. TITLE AND CLOSING.**

8.1 When used herein, the term “**Closing**” or “**Close**” shall mean the conveyance of the City Parcel to the City and the granting of the Temporary Construction Easement on the Temporary Construction Easement Premises in accordance with the terms of this Agreement. The Parties shall Close on a date that is mutually agreed upon by the Parties. Such Closing may be conducted by mail by agreement of counsel for the Parties. However, if it is agreed that Closing should be conducted at a title company, such Closing shall be held at the offices of the Wheatland Title Company (“**Title Company**”).

8.2 The City agrees to pay all applicable closing costs, escrow costs, and title costs (“**Closing Costs**”) related to Closing on the Property except that College shall be responsible for its attorneys’ fees for any other costs associated with the conveyance of the Property to the City, including but not limited to the Closing. The College shall be responsible for its own costs for all matters associated with the conveyance of the Property other than Closing Costs.

8.3 The City, at its sole cost, has obtained a title commitment (“**Title Commitment**”) for the City Parcel from the Title Company on the current form of the American Land Title Association Policy (or equivalent policy) and will obtain an owner’s title policy for the City Parcel in the amount of eighty-two thousand, three hundred and fifty dollars (\$82,350) through the date of Closing.

8.4 At the Closing, the College shall cause the Title Company to provide the City with a marked-up Title Commitment in the amount of eighty-two thousand, three hundred and fifty dollars (\$82,350) showing the City in title to the City Parcel subject only to the Permitted Exceptions set forth in Subsection 6.1 above.

8.5 The College shall furnish the City, at Closing, an Affidavit of Title for the City Parcel covering the date of Closing subject only to the Permitted Exceptions or as to those exceptions, if any, as to which the title insurer commits to extend insurance to the satisfaction of the City Attorney.

8.6 The Parties shall execute a completed Real Estate Transfer Declaration signed by authorized agents in the form required by the Illinois Real Estate Transfer Act. This transaction is exempt from any city, county or State transfer stamps. The City shall be responsible for obtaining an exempt stamp for the City of Naperville Transfer Tax.

8.7 Possession of the City Parcel and access to the Temporary Construction Easement Premises shall be granted to the City at the time of Closing unless otherwise agreed in writing by the Parties.

## **9. REAL PROPERTY TAXES.**

9.1 The College shall be solely obligated to pay all real estate taxes which are due on the Property prior to Closing or which accrue on the Property up to the date the City Parcel is conveyed to the City. If the City receives a real estate tax bill for the City Parcel for taxes accruing prior to the conveyance of the City Parcel to the City, the City shall promptly send a copy of the

bill to College, and in such case, the College shall then timely pay or contest said bill together with any interest and penalties.

## **10. GENERAL PROVISIONS.**

10.1 Entire Agreement. This Agreement sets forth and constitutes the entire agreement between the Parties with respect to the subject matter described herein and supersedes any and all prior agreements, understandings, promises, warranties, and representations made by each Party to the other concerning the subject matter. This Agreement may be modified only by a written document signed by all Parties.

10.2 Counterparts. This Agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. Original signatures transmitted by facsimile or email will be effective to create such counterparts and will have the same effect as if signed in person.

10.3 Binding Nature. This Agreement is binding on the Parties and their successors and assigns.

10.4 Fees and Expenses. The Parties agree to bear their own costs, attorneys' fees and related expenses associated with this Agreement and any dispute between the Parties. In the event of a dispute between the Parties arising out of the terms and conditions of this Agreement, the prevailing party in such dispute shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party.

10.5 Legal Counsel. The Parties acknowledge that they have consulted with legal counsel of their choosing or were given the opportunity to consult with legal counsel, before entering into this Agreement, that they have read this Agreement, that they know and understand its contents, and that they execute this Agreement freely and voluntarily. In executing and giving this Agreement, each Party acknowledges that it has not relied on or made to the other Party or anyone purporting to act on its behalf any promise or representation that is not in this Agreement.

10.6 Joint Preparation. The Parties cooperated in the drafting of this Agreement, and if it is finally determined that any provision herein is ambiguous, that provision shall not be presumptively construed against any Party.

10.7 Notices. All notices required under this Agreement shall be served on the Parties via First Class U.S. Mail as follows:

### **NOTICES TO THE CITY OF NAPERVILLE**

Mike DiSanto, City Attorney  
City of Naperville Municipal Center  
400 South Eagle Street  
Naperville, IL 60540



With a copy to:

William Novack  
Director of T.E.D./City Engineer  
City of Naperville Municipal Center  
400 South Eagle Street  
Naperville, IL 60540

**NOTICES TO THE COLLEGE**

Michael J. Hudson  
Vice President of Operations  
North Central College  
30 North Brainard Street  
Naperville, Illinois 60540

With a copy to:

Kathleen C. West  
Dommermuth, Cobine, West, Gensler, Philipchuck and Corrigan, Ltd.  
111 East Jefferson Avenue, Suite 200  
Naperville, Illinois 60540

10.8 Choice of Law. This Agreement shall be governed, in all respects, by the laws of the State of Illinois, irrespective of its choice of law rules. 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.

10.9 Cooperation. The Parties agree to cooperate in good faith and execute any documents necessary to effectuate and/or consummate the terms of this Agreement.

10.10 Severability. If any phrase, clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect. If any restriction or limitation in this Agreement is deemed to be unreasonable, onerous and unduly restrictive by a court of competent jurisdiction, it shall not be stricken, in its entirety and held totally void and unenforceable, but shall be deemed rewritten and shall remain effective to the maximum extent permissible under applicable law within reasonable bounds.

10.11 No Broker. Each Party warrants and represents to the other that it has not retained a broker in connection with the purchase and sale of the City Parcel. Each Party agrees to defend, indemnify, and hold harmless the other against any claim for brokers' fees and/or similar commissions claimed by any party claiming through them.

10.12 Exhibits Incorporated. All exhibits referenced herein are incorporated herein and made part hereof.

10.13 Authorizations. Each of the signatories to this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of his or her respective Party and by such signature to bind that Party to this Agreement.

10.14 Survival. The following Sections and Subsections shall survive the conveyance of the City Parcel and the expiration of the Temporary Construction Easement to the City: Section 5 and both subsections thereof, Section 7 and all subsections thereof, and Subsections 1.1, 3.4, 9.1, 10.1, 10.3, 10.4, 10.5, 10.6, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, and 10.14. The provisions of Subsections 3.1, 3.2, 3.3, and 3.3.1(if applicable) shall survive until the expiration of the Temporary Construction Easement.

[Signature pages follow]

**IN WITNESS WHEREOF**, we have executed this Agreement effective as of the date above written.

**NORTH CENTRAL COLLEGE**

\_\_\_\_\_  
Maryellen Skerik, Vice-President for Finance

**Attest**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Maryellen Skerik, Vice-President for Finance of North Central College, and \_\_\_\_\_, \_\_\_\_\_ of North Central College.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

Seal

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

**CITY OF NAPERVILLE**

By: \_\_\_\_\_  
Douglas A. Krieger  
City Manager

**ATTEST**

By: \_\_\_\_\_  
Pam Gallahue, Ph.D.  
City Clerk

State of Illinois                    )  
  )SS  
County of DuPage                )

The foregoing instrument was acknowledged before me by Douglas A. Krieger, City Manager,  
and Pam Gallahue, City Clerk this \_\_\_\_ day of \_\_\_\_\_, 2022.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

Seal

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

This Agreement was prepared by the Naperville Legal Department, 400 South Eagle Street,  
Naperville, IL 60540

AFTER RECORDING  
RETURN RECORDED DOCUMENTS TO:  
Naperville City Clerk  
400 South Eagle Street  
Naperville, IL 60540

## Exhibit A

### Legal Description – Entire Property

PARCEL 1: LOT 2 (EXCEPT THE NORTH 10 FEET THEREOF), ALL OF LOT 3 AND THE NORTH 10 FEET OF LOT 4 IN BLOCK 2 OF ELLSWORTH'S ADDITION TO NAPERVILLE, A SUBDIVISION OF PART OF SECTIONS 18 AND 19, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTIONS 13 AND 24, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 1853 AS DOCUMENT 6989, (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT T A POINT IN THE WEST LINE OF SAID LOT 3 A DISTANCE OF 27.20 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 10 DEGREES 31 MINUTES EAST 143.0 FEET TO THE SOUTHERLY BANK OF THE DUPAGE RIVER; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY BANK TO THE NORTHWEST CORNER OF LOT 1 OF ELLSWORTH'S ADDITION TO NAPERVILLE RECORDED MARCH 18, 1853 AS DOCUMENT 6989; THENCE SOUTH 4 DEGREES 41 MINUTES WEST ALONG THE WESTERLY LINE OF SAID LOTS 1, 2 AND 3 A DISTANCE OF 153.0 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPTING THEREFROM THAT PART THEREOF CONDEMNED BY CITY OF NAPERVILLE IN CASE 98 ED 11 AND DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE WESTERNMOST SOUTHWESTERLY CORNER OF LOT 1 OF MARKET SQUARE RESUBDIVISION, RECORDED AS DOCUMENT R86-133262; THENCE SOUTH 80 DEGREES 29 MINUTES 04 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTHERNMOST LINE OF SAID LOT 1, A DISTANCE OF 178.73 FEET TO A POINT THAT IS 50.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTHEASTERLY LINE OF BLOCK 2 ELLSWORTH ADDITION TO THE TOWN OF NAPERVILLE, RECORDED AS DOCUMENT 6989, FOR A POINT OF BEGINNING; THENCE SOUTH 39 DEGREES 44 MINUTES 30 SECONDS EAST, ALONG A LINE THAT IS 50.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTHEASTERLY LINE, 113.78 FEET; THENCE SOUTH 23 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG A LINE THAT IS 50.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID

NORTHEASTERLY LINE, 38.83 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF THE NORTH 10.00 FEET OF LOT 4 IN SAID BLOCK 2; THENCE NORTH 88 DEGREES 56 MINUTES 16 SECONDS WEST, ALONG SAID EXTENSION, 54.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 10.00 FEET OF SAID LOT 4; THENCE NORTH 23 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 2, A DISTANCE OF 8.85 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 39 DEGREES 44 MINUTES 30 SECONDS WEST, ALONG SAID NORTHEASTERLY LINE, 163.46 FEET TO THE SOUTHEAST CORNER OF THE NORTH 10.00 FEET OF LOT 2 IN SAID BLOCK 2; THENCE SOUTH 88 DEGREES 56 MINUTES 16 SECONDS EAST, ALONG SAID LINE EXTENDING EASTERLY 66.05 FEET TO A LINE THAT IS 50.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTHEASTERLY LINE OF SAID BLOCK 2; THENCE SOUTH 39 DEGREES 44 MINUTES 30 SECONDS EAST, ALONG SAID LINE, 13.66 FEET TO THE POINT OF BEGINNING), IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WESTERNMOST SOUTHWESTERLY CORNER OF LOT 1 OF MARKET SQUARE RESUBDIVISION RECORDED AS DOCUMENT NUMBER R86-133262; THENCE NORTH 80 DEGREES 29 MINUTES 04 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTHERNMOST LINE OF SAID LOT 1, A DISTANCE OF 178.73 FEET TO A POINT THAT IS 50.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTHEASTERLY LINE OF BLOCK 2 IN ELLSWORTH'S ADDITION TO THE TOWN OF NAPERVILLE, RECORDED AS DOCUMENT NUMBER 6989; THENCE SOUTH 39 DEGREES 44 MINUTES 30 SECONDS EAST ALONG A LINE THAT IS 50.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTHEASTERLY LINE OF BLOCK 2, 113.78 FEET TO AN ANGLE POINT; THENCE SOUTH 23 DEGREES 29 MINUTES 30 SECONDS EAST ALONG A LINE THAT IS 50.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTHEASTERLY LINE OF BLOCK 2, 38.83 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF THE NORTH 10.0 FEET OF LOT 4 IN SAID BLOCK 2; THENCE NORTH 88 DEGREES 56 MINUTES 16 SECONDS WEST, ALONG SAID EXTENSION, 25.44 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 56 MINUTES 16 SECONDS WEST, ALONG SAID EXTENSION, 29.53 FEET TO THE SOUTHEAST CORNER OF THE NORTH 10.0 FEET OF SAID LOT 4; THENCE NORTH 23 DEGREES 30 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 2,

8.85 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 39 DEGREES 44 MINUTES 30 SECONDS WEST, ALONG SAID NORTHEASTERLY LINE, 163.46 FEET TO THE SOUTHEAST CORNER OF THE NORTH 10.0 FEET OF LOT 2 IN SAID BLOCK 2; THENCE SOUTH 88 DEGREES 56 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 10.0 FEET OF LOT 2 IN SAID BLOCK 2, EXTENDED EASTERLY, 21.76 FEET; THENCE 66.08 FEET ALONG AN ARC, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 257.00 FEET, WITH A CHORD BEARING OF SOUTH 44 DEGREES 50 MINUTES 23 SECONDS EAST, 65.89 FEET; THENCE SOUTH 37 DEGREES 28 MINUTES 27 SECONDS EAST, 62.12 FEET; THENCE 29.12 FEET ALONG AN ARC, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, WITH A CHORD BEARING OF SOUTH 54 DEGREES 09 MINUTES 31 SECONDS EAST, 28.71 FEET; THENCE 14.10 FEET ALONG AN ARC, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF SOUTH 30 DEGREES 27 MINUTES 21 SECONDS EAST, 12.96 FEET; THENCE 10.29 FEET ALONG AN ARC, CONCAVE TO THE EAST, HAVING A RADIUS OF 15.00 FEET, WITH A CHORD BEARING OF SOUTH 09 DEGREES 43 MINUTES 37 SECONDS EAST, 10.09 FEET TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 07-13-444-006

COMMON ADDRESS:  
430 S. Washington Street  
Naperville, IL 60540

PART OF THE SE 1/4 OF SECTION 13, TWP. 38 N., R. 9 E. OF THE 3RD. P.M., IN DUPAGE COUNTY, ILLINOIS.

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA		PARCEL INDEX NUMBER	OWNER
					ACRES	SQUARE FEET		
0006 0006TE	0.419	0.042		0.377	0.251		07-13-444-006	NORTH CENTRAL COLLEGE

PROJECT COORDINATES  
ILLINOIS STATE PLANE, EAST ZONE, NAD83 (2011)

EXISTING WASHINGTON STREET

STATION	NORTHING	EASTING	DESCRIPTION
31+08.88	1858632.14	1034694.83	START
32+59.88	1858782.63	1034707.19	PC
33+29.32	1858851.84	1034712.88	PI
33+98.65	1858920.12	1034725.56	PT
36+65.14	1859477.08	1034829.02	END

PROPOSED WASHINGTON STREET

STATION	NORTHING	EASTING	DESCRIPTION
131+08.88	1858632.14	1034694.83	START
131+49.63	1858672.75	1034698.17	PC
132+70.20	1858792.92	1034708.04	PI
133+90.57	1858911.46	1034730.06	PT
136+69.36	1859185.57	1034780.97	POT
138+19.48	1859334.14	1034802.47	END

EXISTING AURORA AVENUE

STATION	NORTHING	EASTING	DESCRIPTION
200+00	1858794.03	1034207.05	START
205+00	1858777.62	1034706.78	END

SECTION CORNERS

CORNER	NORTHING	EASTING
13-NE	1863947.51	1029662.15
13-NW	1864118.74	1035043.85
13-S-1/4	1858721.50	1032274.82
13-SE	1858809.30	1035005.94

PARCEL COORDINATES

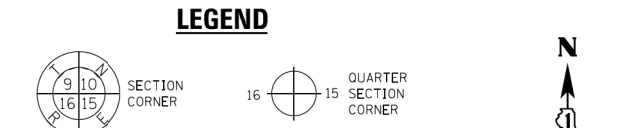
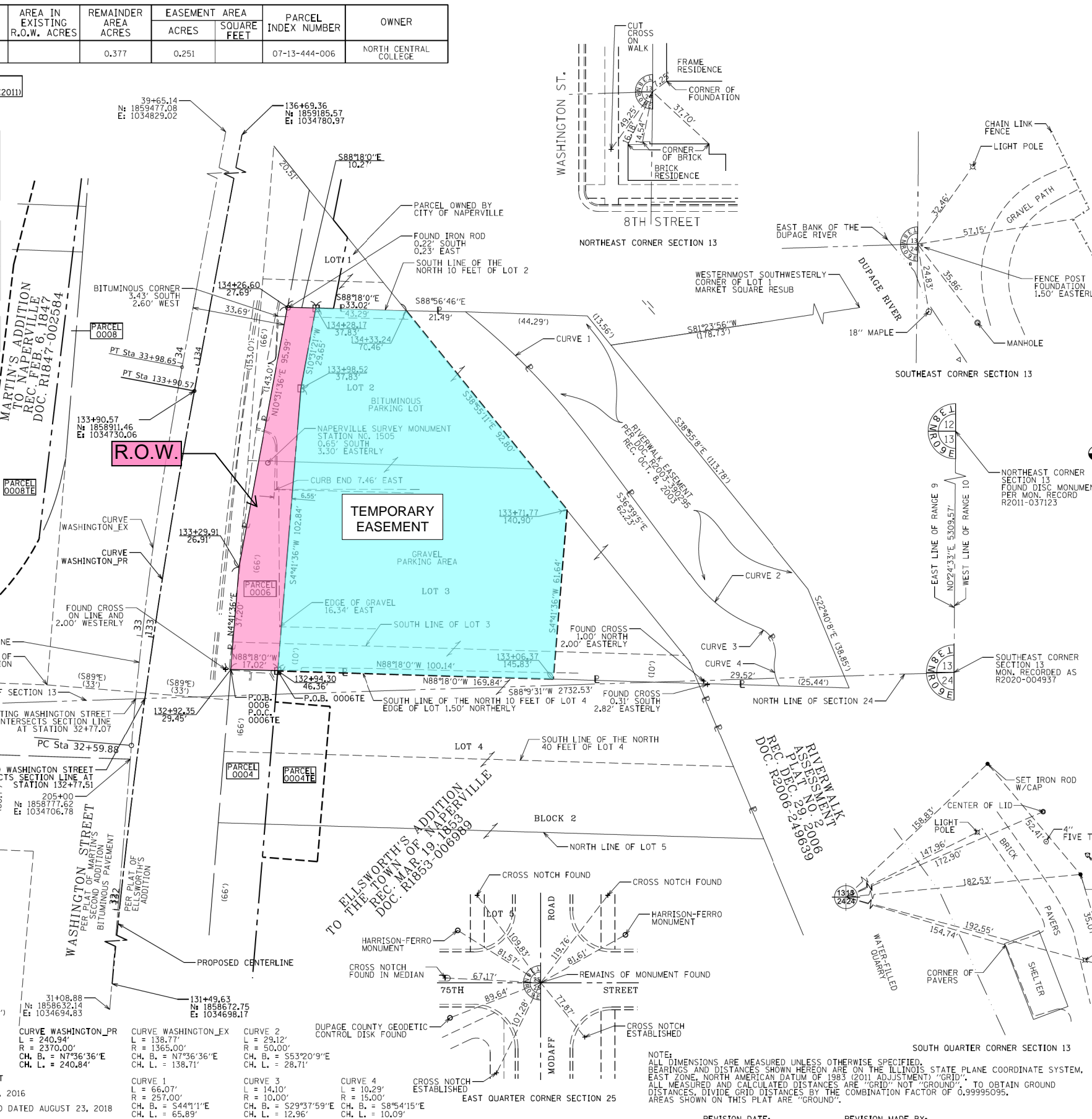
STATION	OFFSET	NORTHING	EASTING
132+92.35	29.45	1858810.38	1034743.28
132+94.30	46.36	1858809.88	1034760.29
133+06.37	145.83	1858806.91	1034860.39
133+29.91	26.91	1858847.46	1034746.32
133+71.77	140.90	1858868.34	1034865.43
133+98.52	37.83	1858912.38	1034768.71
134+26.60	27.69	1858941.83	1034763.86
134+28.17	37.83	1858941.52	1034774.12
134+33.24	70.46	1858940.54	1034807.13

WASHINGTON STREET  
PER PLAT OF MARTIN'S ADDITION  
BITUMINOUS PAVEMENT  
STATION 132+77.51

AURORA AVE  
PER PLAT OF MARTIN'S ADDITION  
BITUMINOUS PAVEMENT  
STATION 205+00

MARTIN'S SECOND ADDITION  
TO THE VILLAGE  
OF NAPERVILLE  
REC. NOV. 27 1868  
DOC. R1868-01-0068

NOTE:  
PROPERTY IS BURDENED WITH AN EASEMENT  
IN FAVOR OF THE CITY OF NAPERVILLE  
PER DOC. R2016-015732 RECORDED FEB. 19, 2016  
TITLE COMMITMENT NO. BEN-2018-DP-4711.0 DATED AUGUST 23, 2018



BEARINGS AND COORDINATES ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

- IRON PIPE OR ROD FOUND
- CUT CROSS FOUND OR SET
- STAKING OF PROPOSED RIGHT OF WAY, SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET



STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT I, ZACHARY N. RAWLINGS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT NAPERVILLE, ILLINOIS THIS 16 DAY OF MARCH 20 20 A.D.

Zachary N. Rawlings  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3934  
LICENSE EXPIRATION DATE: NOVEMBER 30, 2020  
FIELD WORK COMPLETED: 1/4/2019  
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



**PARCEL PLAT**  
**CITY OF NAPERVILLE**  
**WASHINGTON STREET**  
**BRIDGE RECONSTRUCTION**

LIMITS: AURORA AVE TO CHICAGO AVE COUNTY: DUPAGE  
SECTION: 16-00167-00-BR JOB NO.: R-55-001-97  
STA. 132+92.35 TO STA. 134+33.24  
SCALE: 1"=20' SHEET 4 OF 6 SHEETS

**CITY OF NAPERVILLE**  
**400 SOUTH EAGLE STREET**  
**NAPERVILLE, ILLINOIS 60540**

MODEL: s400BELNAME.F  
FILE NAME: N:\PROJ\020794.01\Drawings\Plat\020794.01-Plat01.dgn



USER NAME	DESIGNED	REVISION
= Roadway	- TBH	-
	DRAWN - VZ	REVISED -
	CHECKED - DD	REVISED -
	DATE - 8/8/2022	REVISED -

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

PARCEL PLAT  
07-13-443-005 & 07-13-443-010

SCALE: N.T.S. SHEET 4 OF 6 SHEETS STA. TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2552	16-00167-00-BR	DUPAGE	261	101
CONTRACT NO. 61G82				
ILLINOIS FED. AID PROJECT				



## EXHIBIT C

### LEGAL DESCRIPTION – RIGHT-OF-WAY

#### 0006

Those parts of Lots 2, 3, and 4 in Block 2 of Ellsworth's Addition to the Town of Naperville, recorded March 19, 1853 in DuPage County as document number R1853-006989, in the Southeast Quarter of Section 13, Township 38 North, Range 9, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined factor of 0.99995095, more particularly described as follows:

Beginning at the intersection of the west line of said Lot 4 in Block 2 with the south line of the north 10 feet of said Lot 4; thence North 4 degrees 41 minutes 36 seconds East, 37.20 feet along the west line of said Lots 3 and 4; thence North 10 degrees 31 minutes 36 seconds East, 95.99 feet to a point on the south line of the north 10 feet of said Lot 2; thence South 88 degrees 18 minutes 0 seconds East, 10.27 feet along said south line of the north 10 feet of Lot 2; thence South 10 degrees 31 minutes 21 seconds West, 29.65 feet; thence South 4 degrees 41 minutes 36 seconds West, 102.84 feet along a line parallel with the west line of said lots to said south line of the north 10 feet of Lot 4; thence North 88 degrees 18 minutes 0 seconds West, 17.02 feet along said south line to the Point of Beginning, all lying within DuPage County, Illinois.

Said part contains 0.042 acres, more or less.

COMMON ADDRESS:  
430 S. Washington Street  
Naperville, IL 60540

PIN: 07-13-444-006  
[part of]

## EXHIBIT D

### LEGAL DESCRIPTION – TEMPORARY EASEMENT

#### 0006TE

Those parts of Lots 2, 3, and 4 in Block 2 of Ellsworth's Addition to the Town of Naperville, recorded March 19, 1853 in DuPage County as document number R1853-006989, in the Southeast Quarter of Section 13, Township 38 North, Range 9, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined factor of 0.99995095, more particularly described as follows:

Commencing at the intersection of the west line of said Lot 4 in Block 2 with the south line of the north 10 feet of said Lot 4; thence South 88 degrees 18 minutes 0 seconds East, 17.02 feet along said south line to the Point of Beginning; thence North 4 degrees 41 minutes 36 seconds East, 102.84 feet along a line parallel with the west line of said Lots 2, 3, and 4; thence North 10 degrees 31 minutes 21 seconds East, 29.65 to the south line of the north 10 feet of Lot 2; thence South 88 degrees 18 minutes 0 seconds East, 33.02 feet along said south line to the easterly line of said Lot 2; thence South 38 degrees 55 minutes 11 seconds East, 92.80 along the easterly line of said Lots 2 and 3; thence South 4 degrees 41 minutes 36 seconds West, 61.64 feet to said south line of the north 10 feet of Lot 4; thence North 88 degrees 18 minutes 0 seconds West, 100.14 feet along said south line to the Point of Beginning, all lying within DuPage County, Illinois.

Said part contains 0.251 acres, more or less.

COMMON ADDRESS:  
430 S. Washington Street  
Naperville, IL 60540

PIN: 07-13-444-006  
[part of]