

PINS:

07-13-443-005 [part of]

07-13-443-010 [part of]

ADDRESSES:

419-423 S. WASHINGTON STREET

NAPERVILLE, IL 60540

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

[Part of 419-423 South Washington Street, Naperville]

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is entered into by and between Willoway LLC Series 4-419 South Washington, a limited liability company authorized to transact business in the State of Illinois (“**Owner**”) and the CITY OF NAPERVILLE, a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois, (hereinafter referred to as the “**City**”). The City and the Owner 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 Owner is the fee simple owner of certain real property and all improvements located thereon located at 419-423 South Washington Street, Naperville 60540, PINs: 07-13-443-005 and 07-13-443-010; legally described on **Exhibit A** and depicted on **Exhibit B** (“**Property**”); and
- C. **WHEREAS**, the Owner agrees to grant the City a temporary construction easement (“**Temporary Construction Easement**”) on approximately 0.086 acres of the Property as legally described on **Exhibit C** and depicted on **Exhibit D** for the purposes described herein (“**Temporary Construction Easement Premises**” or “**TCE Premises**”); and

D. **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 in this paragraph in their entirety.

2. GRANT OF TEMPORARY CONSTRUCTION EASEMENT.

2.1 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 Owner hereby grants the City a Temporary Construction Easement over, upon, under, through, and across the Temporary Construction Easement Premises for the purposes of providing a staging area for construction of the Washington Bridge replacement, to provide access for utility installation within an existing adjacent utility easement, regrading and reconstructing the Temporary Construction Easement Premises, and associated construction activities. The Owner 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.

2.2 Term of Temporary Construction Easement. The grant of the Temporary Construction Easement described herein shall commence on the Effective Date Agreement (as Effective Date is defined in Section 7.14 hereof) and expire upon the later of three (3) years from the Effective Date or thirty (30) days after completion of the Project, as determined by the City. Upon expiration of the Temporary Construction Easement granted by the Owner to the City hereunder, the City will record a release of this Temporary Construction Easement with the Office of the DuPage County Recorder.

2.3 Notice. The City will give Owner not less than thirty (30) days advance notice of its intent to begin using the Temporary Construction Easement Premises for the purposes set forth herein. Owner will be allowed to continue to use the TCE Premises until such time as the City notifies Owner of its intent to use the TCE Premises and barricades and/or cordons off the TCE Premises.

2.4 Barricading and/or Cordoning Off of the TCE Premises and Maintenance. Once the City begins use of the TCE Premises, it will cordon off and/or barricade the premises so that the TCE Premises are not open to the Owner or the general public. The City will be responsible for any necessary snow removal from the Temporary Construction Easement Premises during the period of time that the TCE Premises are cordoned off and/or barricaded.

3. MONETARY CONSIDERATION.

3.1 Subject to the terms and conditions set forth herein, the total monetary consideration to be paid by the City to the Owner for the grant of the Temporary Construction Easement on the Temporary Construction Easement Premises as provided for herein, including but not limited to any and all damages to the remainder of the Property, is twenty-eight thousand dollars (\$28,000.00) and for any and all damage to the remainder of the Property is forty-eight thousand seven hundred (\$48,700.00) for a total of seventy-six thousand seven hundred dollars (\$76,700.00).

The above-described amount shall be paid by the City to the Owner within sixty (60) days of the Effective Date of this Agreement.

4. OWNER REPRESENTATIONS AND COVENANTS.

4.1 The Owner represents and warrants to the City that:

4.1.1 It has good title to the Temporary Construction Easement Premises subject only to the exceptions set forth in the Wheatland Title Insurance Commitment for the Subject Property dated August 31, 2018 under WTG File Number BEN-2018DP-4710.0.

4.1.2 It shall not encumber the Temporary Construction Easement Premises with any mortgage, lien, or any obligation of any kind other than the mortgage recorded against the Temporary Construction Easement Premises as reflected in the title commitment described in Section 4.1.1 above. If any such encumbrance is created on the Temporary Construction Easement Premises other than the exceptions referenced in 4.1.1 above, Owner shall immediately remove such encumbrances.

4.1.2 It has the sole authority to grant the City the Temporary Construction Easement on the Temporary Construction Easement Premises to be used in furtherance of the Project with the exception of the mortgagee of the Property.

4.1.4 To Owner's actual knowledge, no part of the Temporary Construction Easement Premises has been designated or classified as wetlands by any entity or body having jurisdiction over such classification or designation, or is the subject of any currently pending ordinance or building code violation, pending real estate tax special assessment, condemnation, annexation, or any pending environmental action, inquiry or investigation; and

4.1.5 As of the Effective Date there will be no management, maintenance, or service agreements in effect which apply to or affect any portion of the Temporary Construction Easement Premises, and that there will be no outstanding obligations or commitments of any kind relative to any management, maintenance or service agreement(s) affecting the Temporary Construction Easement Premises as of the Effective Date.

4.2 The Owner releases the City 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 Temporary Construction Easement herein granted on 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**").

4.3 The Owner has provided the City with Estoppel Certificates approved by the City Attorney. The Owner hereby represents and warrants that Owner has not granted any lease or other occupancy rights to any individual or entity other than Mobile Telecommunications, LTD., ST. Bilter 1 LLC, Bond Drug Company of Illinois, and JC Licht, LLC.

5. INSURANCE.

5.1 Insurance Coverage. The City shall require all of its general contractors, subcontractors, and agents entering the Property to provide and maintain insurance throughout the Term of this Agreement in amounts and subject to the provisions set forth on **Exhibit E** attached hereto and made a part hereof.

5.2 Certificates of Insurance. Prior to entry onto the Property and throughout the Term of this Agreement, City shall provide Owner with a list of all contractors and subcontractors entering the Property, and the City will provide Certificates of Insurance for all contractors, subcontractors, and agents entering the Property, naming Owner as additional insured. If City fails to provide Owner with the Certificates of Insurance, Owner will notify City, and City shall have ten (10) days in which to provide Owner with said Certificates.

6. INDEMNIFICATION.

6.1 The City acknowledges that prior to the use of the TCE Premises for the purposes described herein the TCE Premises were generally open to the general public as a drive aisle and parking lot. When the TCE Premises are cordoned off and/or barricaded as provided in Section 2.4 hereof, the TCE Premises may not be used by the Owner or the public. The City shall defend, indemnify, and hold the Owner and its members, managers, officers, agents, and employees harmless from and against any claims, demands, or actions of any kind brought by any third party caused by or arising from, or allegedly caused by or arising from the City's negligent or willful misconduct in the use, operations, and occupancy of the TCE Premises, including the City's failure to take reasonable steps to ensure the safety of the general public. Notwithstanding the foregoing, at no time shall the City be responsible to defend, indemnify, or hold the Owner and its members, managers, officers, agents, and employees harmless from and against any claims, demands, or actions of any kind brought by the Owner and/or any third party resulting from the negligence or willful misconduct of the Owner, or due to or resulting from any property right granted by Owner on, over, or through any part of Owner's Property, including but not limited to any easement granted; or (ii) due to or resulting from any property right granted by Willoway LLC Series 2-400 S. Main on, over, or through any part of 400 South Main, including but not limited to any easement. In no event shall either Party be liable to the other Party for any indirect, special, incidental, consequential or punitive damages related to this Agreement.

7. GENERAL PROVISIONS.

7.1 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.

7.2 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.

7.3 Binding Nature. This Agreement is binding on the Parties and their respective grantees, successors, assigns, and transferees, including all legal or beneficial owners of all or any portion of the Property.

7.4 Invalidity/Severability. If any phrase, clause, or any provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, such phrase, clause, or provision shall be ineffective to the extent of such invalidity or unenforceability only, and shall be deemed severed from this Agreement, without in any way affecting the remaining provisions of this Agreement, which shall otherwise remain in full force and effect.

7.5 Fees and Expenses. The Parties agree to bear their own costs, attorneys' fees and related expenses associated with this Agreement.

7.6 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.

7.7 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.

7.8 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 of Naperville Municipal Center
400 South Eagle Street
Naperville, IL 60540

NOTICES TO THE OWNER

Willoway LLC Series 4-419 South Washington
1021 Aurora Avenue
Naperville, IL 60540

With a copy to:

Patti A. Bernhard, Esq.
Rosanova & Whitaker, Ltd.
127 Aurora Avenue
Naperville, IL 60540

7.9 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.

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

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

7.12 Authorizations. Each of the signatories to this Agreement represents and warrants that they are authorized to execute this Agreement on behalf of his or her respective Party and by such signature to bind that Party to this Agreement.

7.13 Survival. The following Sections and Subsections shall survive the conveyance of the City ROW Parcel and the Temporary Construction Easement to the City: Section 4 and each subsection thereof, Subsections 6.1, 7.1, 7.3, 7.4, 7.5, 7.9, 7.11, 7.12, and 7.13.

7.14 Effective Date. The effective date (“**Effective Date**”) of this Agreement shall be the date upon which it has fully executed by both Parties hereto.

IN WITNESS WHEREOF, we have executed this Agreement effective as of the Effective Date as defined above.

/SIGNATURES ON FOLLOWING PAGES/

GRANTOR - WILLOWAY LLC SERIES 4-419 SOUTH WASHINGTON

By: _____

Printed Name: _____

Its [Title]:Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by _____, the Manager of WILLOWAY LLC SERIES 4-419 SOUTH WASHINGTON, an Illinois limited liability company.

Given under my hand and official seal this ____ day of _____, 2022.

Notary Public

Seal

Print Name

My Commission Expires: _____

GRANTEE - CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST

By: _____
Name: Pam Gallahue, Ph.D.
Its: 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: _____

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 10, 11 AND 12 IN BLOCK 5, TOGETHER WITH THAT PART OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING TO SAID LOT 1, IN MARTIN'S ADDITION TO NAPERVILLE, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 6, 1847 AS DOCUMENT 2584 (EXCEPT THAT PART OF LOTS 11 AND 12, AFORESAID, DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 2 DEGREES 04 MINUTES EAST, ALONG THE EAST LINE OF SAID LOT, 82.50 FEET; THENCE SOUTH 10 DEGREES 23 MINUTES WEST, PARALLEL WITH THE CENTER LINE OF THE PROPOSED NEW BRIDGE OVER THE DUPAGE RIVER 4.80 FEET; THENCE ON A CURVE TO THE RIGHT (THE RADIUS OF WHICH IS 91.97 FEET) 131 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOTS 11 AND 12, 91.70 FEET TO THE POINT OF BEGINNING)

AND EXCEPTING THEREFROM

THAT PART OF SAID LOT 1 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, 128.45 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE MAKING AN INCLUDED ANGLE OF 61 DEGREES 32 MINUTES 39 SECONDS TO THE WEST LINE OF SAID LOT 1, 99.72 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE MAKING AN ANGLE OF 10 DEGREES 29 MINUTES 04 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE 80.95 FEET TO A POINT IN THE EAST LINE OF SAID LOT 1, SAID POINT BEING 29.90 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 1 IN DUPAGE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 07-13-443-005; 07-13-443-010

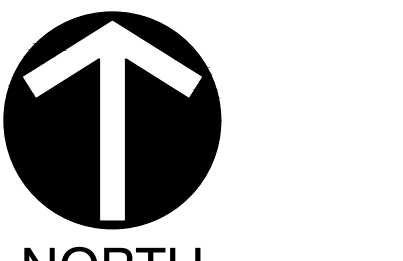
COMMON ADDRESSES:
419-423 S. WASHINGTON STREET
NAPERVILLE, IL 60540

PLAT OF SURVEY

OF PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 07-13-443-005 07-13-443-009 07-13-443-010

REVISION RECORD table with columns: NO, DATE, DESCRIPTION



NORTH BASIS OF BEARINGS: ILLINOIS STATE PLANE - EAST ZONE

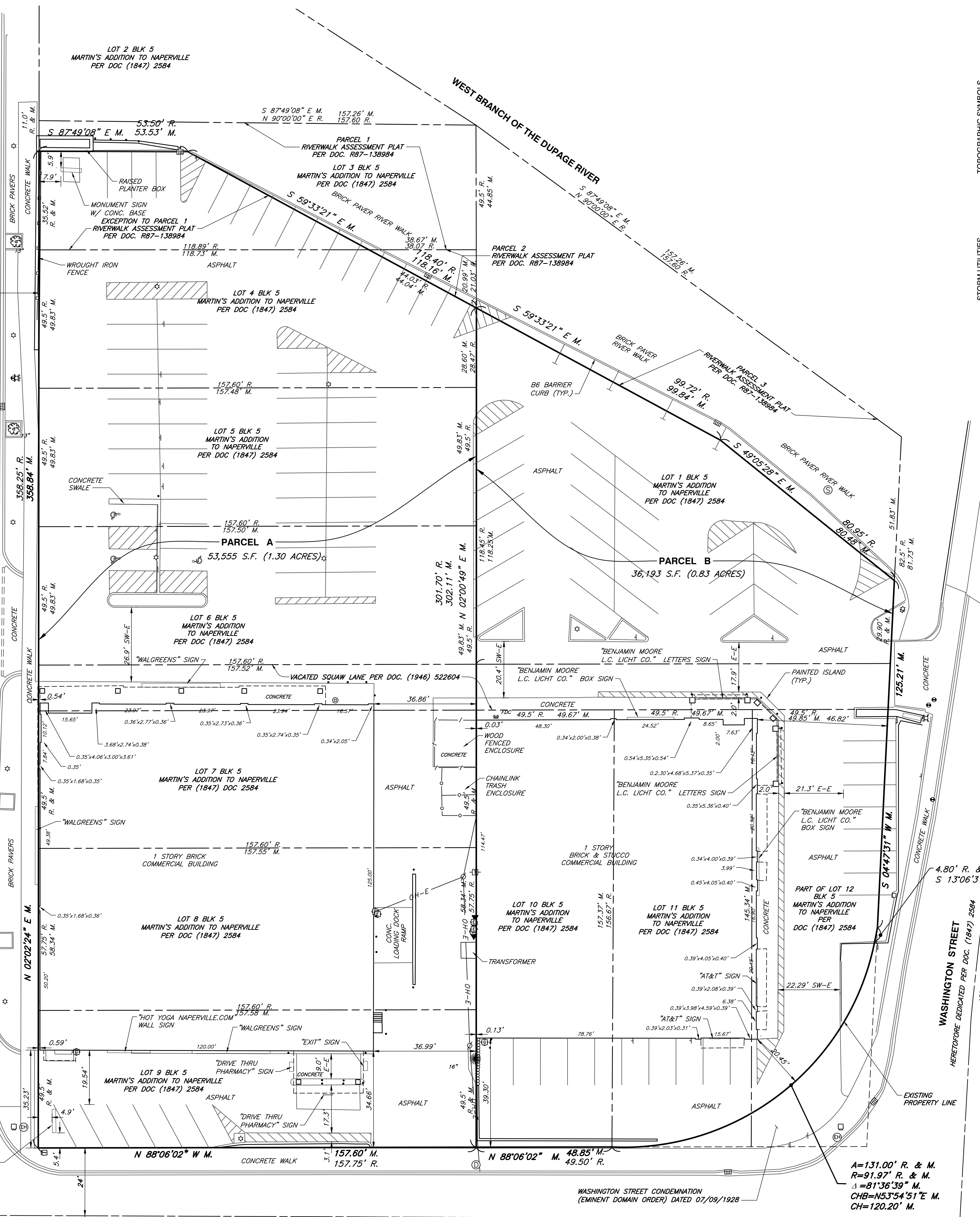
WATER STREET HERETOFORE DEDICATED PER DOC. (1847) 2587

LOT 1 BLK 5 MARTIN'S ADDITION TO NAPERVILLE PER DOC. (1847) 2584

LOT 7 BLK 5 MARTIN'S ADDITION TO NAPERVILLE PER DOC. (1847) 2584

LOT 9 BLK 5 MARTIN'S ADDITION TO NAPERVILLE PER DOC. (1847) 2584

LOT 1 CHARLESTON ROW II PER DOC. R2019-070493



EXISTING LEGEND:

Legend table listing symbols for SAN UTILITIES, WATER UTILITIES, GAS UTILITIES, VEGETATION, MISC. UTILITIES, TOPOGRAPHIC SYMBOLS, and STORM UTILITIES.

EXISTING LEGEND:

Legend table listing line styles for EXISTING PROPERTY LINE, EXISTING ADJACENT PROPERTY LINE, UNDERLYING PROPERTY LINE, EXISTING EASEMENT, CENTER LINE OF RIGHT OF WAY, EXISTING CHAINLINK FENCE, EXISTING WOOD FENCE, EXISTING WROUGHT IRON FENCE, EXISTING UNDERGROUND ELEC. LINE, EXISTING OVERHEAD ELECTRIC.

LEGAL DESCRIPTION - PARCEL A

PIN: 07-13-443-009 ADDRESS: 400 SOUTH MAIN STREET

PARCEL 1: THAT PART OF LOT 3 IN BLOCK 5 OF MARTIN'S ADDITION TO NAPERVILLE, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 6, 1847 AS DOCUMENT 2584, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE EASTERLY ALONG THE SOUTH LINE OF LOT 3, 118.89 FEET; THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 151 DEGREES 28 MINUTES 19 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, 74.37 FEET TO A POINT, SAID POINT BEING 11.00 FEET SOUTH OF THE NORTHERLY LINE OF SAID LOT 3; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 3, 53.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTHERLY ALONG SAID LINE 35.52 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: LOT 4 (EXCEPT THAT PART THEREOF FALLING WITHIN RIVERWALK ASSESSMENT PLAT RECORDED SEPTEMBER 21, 1987 AS DOCUMENT R87-138984), LOT 5, 6, 7, 8 AND 9 AND THAT PART OF SQUAW LANE (NOW WALK) BY ACT OF GENERAL ASSEMBLY OF ILLINOIS ON FEBRUARY 12, 1853) LYING BETWEEN SAID LOTS 6 AND 7 IN BLOCK 5 OF MARTIN'S ADDITION TO NAPERVILLE, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 6, 1847 AS DOCUMENT 2584, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY CROSS EASEMENT AGREEMENT DATED OCTOBER 28, 1978 AND RECORDED APRIL 3, 1979 AS DOCUMENT R79-26279, BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 8, 1960 AND KNOWN AS TRUST NUMBER 23993 AND WILLOWAY, INC., AND AMENDED AND RESTATED CROSS-EASEMENT AGREEMENT DATED OCTOBER 25, 1994 AND RECORDED NOVEMBER 21, 1994 AS DOCUMENT R94-224871, BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 8, 1960 AND KNOWN AS TRUST NUMBER 23993 AND JAMES D. POLIVKA, FOR THE PURPOSE OF ACCESS TO WASHINGTON STREET OVER EXISTING DRIVES AND DRIVEWAYS OVER LOTS 1, 10, 11 AND 12 IN BLOCK 5 IN MARTIN'S ADDITION TO NAPERVILLE IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOTS 11 AND 12, AFORESAID, DESCRIBED BY BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH 2 DEGREES 04 MINUTES EAST ALONG THE EAST LINE OF SAID LOT 12, 82.50 FEET; THENCE SOUTH 10 DEGREES 23 MINUTES WEST PARALLEL WITH THE CENTER LINE OF THE PROPOSED NEW BRIDGE OVER THE DUPAGE RIVER 4.80 FEET; THENCE ON A CURVE TO THE RIGHT (THE RADIUS OF WHICH IS 91.97 FEET) 131 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE EAST ALONG THE SOUTH LINE OF SAID LOTS 11 AND 12, 91.70 FEET TO THE POINT OF BEGINNING, AND EXCEPTING THEREFROM THAT PART OF LOT 1 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, 128.45 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE MAKING AN INCLUDED ANGLE OF 61 DEGREES 32 MINUTES 39 SECONDS TO THE WEST LINE OF SAID LOT 1, 99.72 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE MAKING AN ANGLE OF 10 DEGREES 29 MINUTES 04 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE 80.95 FEET TO A POINT IN THE EAST LINE SAID LOT 1; SAID POINT BEING 29.90 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1, IN DUPAGE COUNTY, ILLINOIS

LEGAL DESCRIPTION - PARCEL B

PIN: 07-13-443-005 07-13-443-010 ADDRESS: 419-23 S. WASHINGTON STREET

LOTS 1, 10, 11 AND 12 IN BLOCK 5, TOGETHER WITH THAT PART OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING TO SAID LOT 1, IN MARTIN'S ADDITION TO NAPERVILLE, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 6, 1847 AS DOCUMENT 2584 (EXCEPT THAT PART OF LOTS 11 AND 12, AFORESAID, DESCRIBED BY BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH 2 DEGREES 04 MINUTES EAST, ALONG THE EAST LINE OF SAID LOT 12, 82.50 FEET; THENCE SOUTH 10 DEGREES 23 MINUTES WEST, PARALLEL WITH THE CENTER LINE OF THE PROPOSED NEW BRIDGE OVER THE DUPAGE RIVER 4.80 FEET; THENCE ON A CURVE TO THE RIGHT (THE RADIUS OF WHICH IS 91.97 FEET) 131 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOTS 11 AND 12, 91.70 FEET TO THE POINT OF BEGINNING)

AND EXCEPTING THEREFROM THAT PART OF SAID LOT 1, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, 128.45 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE MAKING AN INCLUDED ANGLE OF 61 DEGREE 32 MINUTE 39 SECONDS TO THE WEST LINE OF SAID LOT 1, 99.72 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE MAKING AN ANGLE OF 10 DEGREES 29 MINUTES 04 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE 80.95 FEET TO A POINT IN THE EAST LINE SAID LOT 1; SAID POINT BEING 29.90 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1, IN DUPAGE COUNTY, ILLINOIS.

STATE OF ILLINOIS COUNTY OF DUPAGE } SS DOUGLAS R. MCCLINTIC A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS DRAWING HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. THIS PLAT HAS BEEN PREPARED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM NO. 184-004002, LICENSE EXPIRES APRIL 30, 2023, FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON. THIS SURVEY CONFORMS TO THE CURRENT STANDARD FOR AN ILLINOIS BOUNDARY SURVEY. FIELDWORK COMPLETED AUGUST 25, 2021. GIVEN UNDER MY HAND AND SEAL AT NAPERVILLE, ILLINOIS, THIS 1ST DAY OF NOVEMBER, 2021.



Civil & Environmental Consultants, Inc. 1230 East Dirlh Road, Suite 200 - Naperville, IL 60563 Ph: 630.963.6026 - 877.963.6026 Fax: 630.963.6027 www.cecinc.com

WILLOWAY, LLC WASHINGTON BRIDGE REPLACEMENT PLAN 419-423 S. WASHINGTON STREET AND 400 MAIN STREET NAPERVILLE, ILLINOIS

DRAWN BY: SRH (CHECKED BY: DRM) APPROVED BY: DATE: 08/25/2021 DWG SCALE: 1"=20' PROJECT NO: 310-527-AW00 DRAWING NO.: SV01 SHEET 1 OF 2

- REFERENCE 1. EXISTING CONDITIONS ARE BASED UPON FIELD OBSERVATIONS MADE ON AUGUST 25, 2021 BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. 2. FIELD DATUM: ILLINOIS STATE PLANE NAVD83 (2011) NAVD88 (VRS) GEOID18 - U.S. SURVEY FOOT. 3. UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON FIELD OBSERVATIONS AND ATLAS MAPS PROVIDED BY THE CITY OF NAPERVILLE.



EXHIBIT C

LEGAL DESCRIPTION

(Temporary Construction Easement)

ROUTE: Washington St
SECTION:
COUNTY: DuPage
JOB NUMBER:
PARCEL: 0008TE
STATION:
OWNER: Willoway, LLC
Series 4-419 South
Washington
INDEX: 07-13-443-005
07-13-443-010

0008TE

Those parts of Lots 1, 10, 11, 12, and the vacated alley adjoining Lot 1 in Block 5 of Martin's Addition to Naperville, recorded February 6, 1847 in DuPage County as document number R1847-002584, 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 a point on the east line of said Lot 1 which is 28.47 feet northeasterly of the southeast corner of said Lot 1 as measured along said east line, being also the southeastern most corner of the Riverwalk Assessment Plat, recorded September 21, 1987 in DuPage County as document number R1987-138984; thence North 48 degrees 53 minutes 40 seconds East, 1.97 feet along the southerly line of said Riverwalk Assessment Plat to the Point of Beginning; thence South 6 degrees 42 minutes 49 seconds West, 151.45 feet to a point on a curve in the westerly line of Washington Street; thence southwesterly 38.67 feet along a nontangent curve to the right, having a radius of 91.97 feet; the chord of said curve bears South 39 degrees 28 minutes 30 seconds West, 38.38 feet; thence North 6 degrees 42 minutes 49 seconds East, 130.19 feet; thence North 14 degrees 3 minutes 39 seconds East, 51.60 feet; thence North 48 degrees 40 minutes 46 seconds West, 37.45 feet; thence North 35 degrees 49 minutes 4 seconds East, 10.05 feet to said southerly line of said Riverwalk Assessment Plat; thence South 48 degrees 40 minutes 46 seconds East, 48.73 along said southerly line to the Point of Beginning, all lying within DuPage County, Illinois.

Said part contains 0.086 acres, more or less.

COMMON ADDRESSES:
419-423 S. WASHINGTON STREET
NAPERVILLE, IL 60540

PINS:
07-13-443-005 & 07-13-443-010
[part of]

PART OF THE SE1/4 OF SECTION 13, TWP. 38 N., R. 9 E. OF THE 3RD. P.M., IN DUPAGE COUNTY, ILLINOIS.

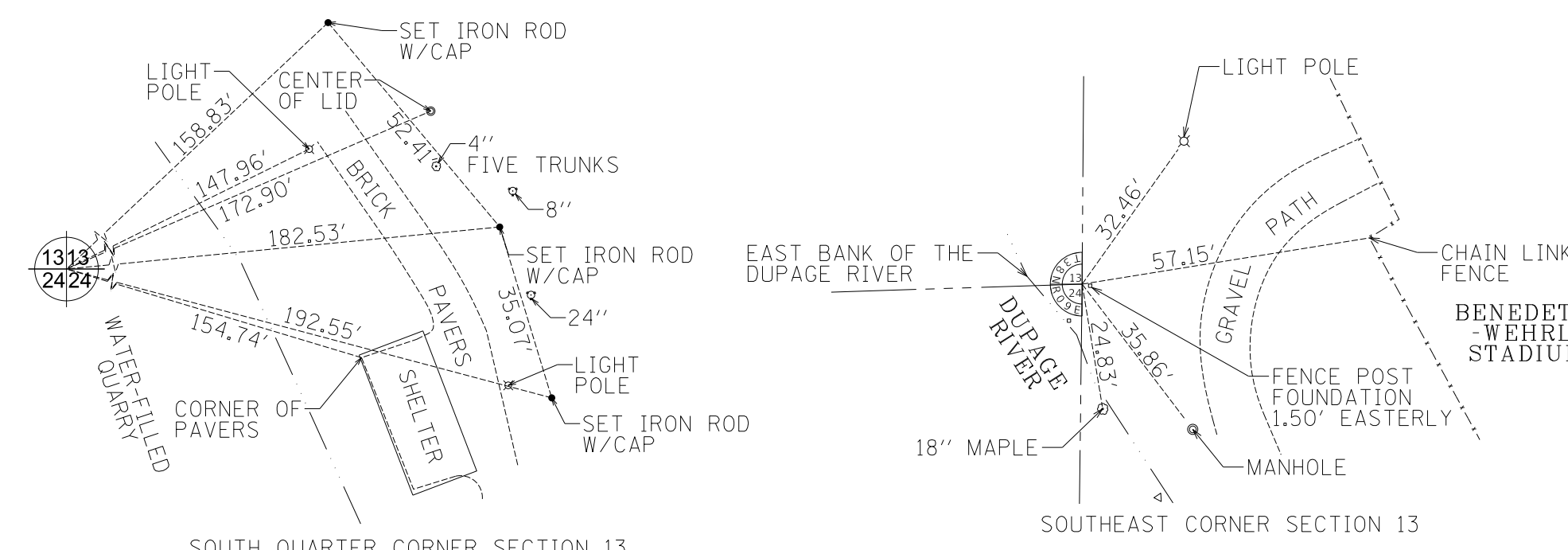
PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT ACRES	AREA SQUARE FEET	PARCEL INDEX NUMBER	OWNER
0008 0008TE	0.829	0.014		0.815	0.086		07-13-443-005 07-13-443-010	WILLOWAY LLC SERIES 4 419 SOUTH WASHINGTON

LEGEND

SECTION CORNER
QUARTER SECTION CORNER

SECTION / QUARTER SECTION LINE
PLATTED LOT LINES
PROPERTY (DEED) LINE
APPARENT PROPERTY LINE
EXISTING CENTERLINE
PROPOSED CENTERLINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED EASEMENT
EXISTING ACCESS CONTROL LINE
PROPOSED ACCESS CONTROL LINE
MEASURED DIMENSION
COMPUTED DIMENSION
RECORDED DIMENSION
EXISTING BUILDING

GRAPHIC SCALE
FEET
0 30
SCALE: 1" = 30'



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+96.39	-66.15	1858828.04	1034649.24
133+28.58	-46.47	1858857.67	1034673.65
133+53.86	-41.96	1858882.35	1034682.27
133+58.57	-41.68	1858887.03	1034683.35
134+23.69	-72.87	1858957.33	1034664.46
134+32.70	-49.10	1858961.85	1034689.48
134+49.18	-50.90	1858978.38	1034690.72
134+75.19	-69.69	1859007.38	1034677.00
134+77.48	-54.00	1859006.78	1034692.84
134+78.49	-55.70	1859008.08	1034691.35
134+94.36	-101.86	1859032.11	1034648.87
135+03.45	-97.56	1859040.26	1034654.75

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

- IRON PIPE OR ROD FOUND
- ⊕ *MAG NAIL SET
- + CUT CROSS FOUND OR SET
- 5 / 8" REBAR 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.
- M 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 7 DAY OF JANUARY, 2019 A.D.

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.

Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, Illinois 60601
312-565-0450
Design Firm License # 184.000882

PARCEL PLAT
CITY OF NAPERVILLE
WASHINGTON STREET
BRIDGE RECONSTRUCTION

LIMITS: AURORA AVE TO CHICAGO AVE COUNTY: DUPAGE
SECTION: TO STA. 132+96.39 TO STA. 135+03.45 JOB NO.: 10557
SCALE: 1"=30' SHEET 1 OF 1 SHEETS

CITY OF NAPERVILLE
400 SOUTH EAGLE STREET
NAPERVILLE, ILLINOIS 60540



CURVE 1

L = 26.23'
R = 91.97'
CH. B. = S19°15'32"W
CH. L. = 26.14'

CURVE 2

L = 38.67'
R = 91.97'
CH. B. = S39°28'30"W
CH. L. = 38.38'

CURVE WASHINGTON_PR

L = 240.94'
R = 2370.00'
CH. B. = N7°36'36"E
CH. L. = 240.84'

CURVE 3

L = 130.14'
R = 91.97'
CH. B. = N51°37'35"E
CH. L. = 119.55'

CURVE WASHINGTON_EX

L = 138.77'
R = 1365.00'
CH. B. = N7°36'36"E
CH. L. = 138.71'

NOTE: ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED. BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID". ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99995095. AREAS SHOWN ON THIS PLAT ARE "GROUND".

NOTE: ALLEY SHOWN HEREON VACATED BY ACT OF THE GENERAL ASSEMBLY OF ILLINOIS ON FEBRUARY 12, 1853.

PROPERTY IS BURDENED BY AN EASEMENT FOR DRIVEWAY ACCESS RECORDED NOV. 21, 1994 AS DOC. R94-224871
TITLE COMMITMENT NO. BEN-2018-DP-4710.0 DATED AUGUST 21, 2018

REVISION DATE: REVISION MADE BY:

IDOT USE ONLY

EXHIBIT E

INSURANCE REQUIREMENTS

Willoway LLC, a limited liability company authorized to transact business in the State of Illinois which is the master limited liability company of Willoway LLC Series 2-400 S. Main and Willoway LLC Series 4-419 South Washington (“**Property Owner**”) and its subcontractors shall, at their own expense, procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Reimbursement Improvements described in the Washington Street Project Reimbursement Agreement to which this Exhibit is attached. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A - VII according the A.M. Best Company.

Where policies are permitted to be written on a claims made basis, then the policy retroactive date must coincide with or precede the start of services under the Agreement, and the coverage shall be maintained for at least five (5) years after the completion of the work.

Property Owner and its subcontractors shall provide insurance coverage at least as broad in not less than the following amounts unless otherwise agreed to in writing by the City of Naperville.

- a. General Liability coverage (occurrence Form CG 00 01 or equivalent):

Limits:

Each Occurrence	\$1,000,000.00
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including products and completed operations, property damage, bodily injury and personal & advertising injury

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.”

- b. Worker's Compensation:

(i) Worker's Compensation Insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in the event work is sublet, the Consultant shall require each subconsultant to provide Worker's Compensation Insurance.

ii. Employer’s Liability
Per occurrence for Bodily Injury or Disease \$1,000,000.00

- c. Automobile Liability:

Coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.

Limits:

Per occurrence for Bodily Injury and Property Damage - \$1,000,000.00

d. Combination of Primary and Umbrella Coverages:

The limits set forth in paragraphs (a) through (d) above may be met by a combination of primary and umbrella coverages.

e. Subcontractors:

The Property Owner shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and shall ensure that the City of Naperville and its officers, officials, agents, and employees, are additional insureds on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

f. Higher Limits:

If the Property Owner and/or its subcontractors maintain higher limits than the minimums shown above, the City of Naperville and its officers, officials, agents, and employees shall be entitled to coverage at said higher limits.

g. Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The policy of Commercial General Liability Insurance shall include an endorsement naming the City of Naperville and its officers, officials, agents, and employees as additional insureds. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. The City of Naperville and its officers, officials, agents, and employees, are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Property Owner and its subcontractors.
3. For any claims related to Reimbursable Improvements performed by the Property Owner or its subcontractors, insurance coverage shall be primary insurance as respects the City of Naperville and its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City of Naperville or its officers, officials, agents, or employees, shall be excess of the Property Owner's and Property Owner's subcontractors' insurance, and shall not contribute with it.
4. Each certificate of insurance and policy shall contain a provision that termination or failure to renew the policy shall not be made without thirty (30) days written notice to the City.

h. Waiver of Subrogation

The Property Owner agrees to waive subrogation and shall require any contractor or subcontractor performing work related to the Reimbursable Improvements to waive subrogation, which any insurer thereof may acquire by virtue of the payment of any loss, and to obtain any endorsement that may be

necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Naperville and its officers, officials, agents, and employees for all work performed by the Property Owner and/or its employees, agents, subconsultants and subcontractors for work pertaining to the Reimbursable Improvements.

i. Verification of Coverage

Upon request, the Property Owner shall furnish the City of Naperville with original certificates and endorsements described herein. However, failure to do so shall not operate as a waiver of these insurance requirements.