

GRANTOR: Chicago Title Land Trust Company, Successor to BankFinancial, National Association, successor to Downers Grove National Bank as Trustee under Trust Agreement dated October 24, 1995 known as Trust No. 95-267

GRANTEE: City of Naperville

Easement

Address: 506 S. Washington Street
Naperville, IL 60540

Route Washington Street
County DuPage
Job No. R-55-001-97
Parcel No. 0004
P.I.N. No. 07-24-206-036 [Formerly PIN 07-24-206-001] [part of]
Section 16-00167-00-BR
Project No. Washington Street Bridge Reconstruction

TEMPORARY EASEMENT AGREEMENT
[506 S. Washington Street, Naperville, IL 60540]

(Trust)

This Temporary Easement Agreement (“**Agreement**”) is entered into by and between Chicago Title Land Trust Company, Successor to BankFinancial, National Association, successor to Downers Grove National Bank as Trustee under Trust Agreement dated October 24, 1995 known as Trust No. 95-267 with offices at Chicago Title and Trust 10 S. LaSalle Street, Suite 2750, Chicago, IL 60603 as Trustee under Trust Agreement dated October 24, 1995 known as Trust No. 95-267, (**Grantor – Land Trust**), and Marguerite Novak as Trustee and sole current beneficiary of the Frank A. Novak Trust dated 1/15/08 and the Marguerite A. Novak Trust dated 1/15/08 (“**Current Beneficiary**”), 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 with offices located at 400 South Eagle Street, Naperville, IL 60540 (hereinafter “**City** or “**Grantee**”). Grantor and Grantee 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 (herein the “**Project**”); and
- B. WHEREAS, Grantor is the fee simple owner of certain real property and all improvements located thereon located at 506 S. Washington Street, Naperville, IL

60540, legally described on **Exhibit A** and depicted on **Exhibit C**, which exhibits are attached hereto and made part hereof (herein the “**Premises**”);

- C. WHEREAS, Grantor, an institutional land trustee, holds legal title to the Premises/TE Premises in trust (“**Land Trust**”) for the benefit of the Frank A. Novak Trust dated 1/15/08 and the Marguerite A. Novak Trust dated 1/15/08 (the Novak Trusts jointly and severally “**Beneficiary Trusts**”); and
- D. WHEREAS, Current Beneficiary holds the power of direction in the Land Trust, is the sole Trustee and is the sole current beneficiary of the Beneficiary Trusts; and
- E. WHEREAS, Current Beneficiary represents that there are no lessee, rental, or tenant rights in the Premises or TE Premises, as defined herein, which would prohibit granting the City the rights described herein. Current Beneficiary shall provide the City with fully executed copies of tenant and lessee releases with respect to the Temporary Easement granted herein prior to City payment of the consideration described herein; and
- F. WHEREAS, Current Beneficiary will direct Grantor to grant the City a temporary easement as described herein on, over, under, through, and across approximately 0.026 acres of the Premises, which temporary easement is depicted on **Exhibit C** and legally described on **Exhibit B** (herein the “**TE Premises**”); and
- G. 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. The foregoing Recitals are hereby incorporated in this Agreement as if set forth herein in this paragraph in their entirety.

2. For and in consideration of eight thousand dollars (\$8,000), receipt of which is hereby acknowledged, and pursuant to the power and authority granted to and vested in Grantor by the terms of said deed or deeds in trust delivered to said Grantor in pursuance of the Land Trust, Grantor hereby represents that it owns the fee simple title to the Premises and grants and conveys to Grantee a temporary easement for necessary personnel and equipment to perform the following work on, over, under, through, and across the TE Premises: construction staging, potential driveway removal and reconstruction, and other highway purposes, and the trimming or removal of trees, shrubs, or other vegetation.

3. The rights, easement and privileges granted herein shall automatically terminate three (3) years from the execution of this Agreement or on the completion of the Project, as determined by the City Engineer, whichever is sooner.

4. Grantor shall have and retain the right to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Premises may not interfere with Grantee's use of the Premises for the purposes herein described.

5. Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the temporary easement granted herein have been settled, including without limitation, any diminution in value of the Premises any remaining property of the Grantor caused or alleged to have been caused by the opening, improving and use of the Temporary Easement Premises as provided herein. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

6. Current Beneficiary shall defend, indemnify and hold the City of Naperville and its officers, agents, and employees harmless from and against any claim arising out of the temporary easement granted herein, including but not limited to any claim raised by tenants or lessees of the Premises, including but not limited to reasonable attorney's fees. The City releases and discharges Grantor from any liability in the nature of that assumed by Current Beneficiary in this Section 6 and will look solely to Current Beneficiary for its remedy.

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 both 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.

7.3 Binding Nature. This Agreement is binding on the Parties and their successors, assigns, and transferees.

7.4 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.

7.5 Fees and Expenses. The Parties agree to bear their own costs, attorney's fees and related expenses associated with this Agreement and any dispute between the Parties.

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.

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 Choice of Law/Venue. 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.

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

7.10 Recording. This Agreement shall be recorded on the Premises with the DuPage County Recorder.

7.11 Exhibits. All exhibits attached or referenced herein shall be deemed incorporated herein by reference.

7.12 Effective Date. The effective date of this Agreement shall be the date upon which it has been fully executed by both Parties hereto.

[Signature pages follow]

GRANTOR – CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TO BANKFINANCIAL, NATIONAL ASSOCIATION, SUCCESSOR TO DOWNERS GROVE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1995 KNOWN AS TRUST NO. 95-267

By: _____
Signature

ATTEST:

Print Name and Title

By: _____
Signature

Print Name and Title

State of _____)
County of _____) ss

This instrument was acknowledged before me on _____, 2022, by _____, as _____ and _____, as _____ of _____.

(SEAL) _____
Notary Public

My Commission Expires: _____

CURRENT BENEFICIARY: MARGUERITE NOVAK

By: _____
Signature

Marguerite Novak as Trustee and sole
current beneficiary of the Frank A.
Novak Trust dated 1/15/08 and the
Marguerite A. Novak Trust dated
1/15/08

State
of)
County of) ss
)

This instrument was acknowledged before me
by Marguerite Novak on _____, 2022, by
_____, as _____
and _____, as _____
of _____.

(SEAL) _____
Notary Public

My Commission Expires: _____

GRANTEE – CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST

By: _____
Pam Gallahue, Ph.D.
City Clerk

Date: _____

State of Illinois)
) ss
County of DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Douglas A. Krieger, personally known to me to be the City Manager of the City of Naperville, and Pam Gallahue, Ph.D. personally known to me to be the City Clerk for the City of Naperville, appeared before me this day in person and acknowledged that they signed this instrument in their respective capacities as the City Manager and City Clerk of the City of Naperville pursuant to authority granted to them by the City Council of the City of Naperville.

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

(seal)

Notary Public

This instrument was prepared by the Legal Department, City of Naperville, 400 South Eagle Street, Naperville, Illinois 60540

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: THE SOUTH 30 FEET OF THE NORTH 40 FEET OF LOT 4 IN BLOCK 2 IN ELLSWORTH'S ADDITION TO THE TOWN OF 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 24 AND 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1853 AS DOCUMENT 6889, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: LOT 4 (EXCEPT THE NORTH 40 FEET AS MEASURED ON THE WEST LINE THEREOF) AND ALL OF LOT 5 IN BLOCK 2 IN ELLSWORTH'S ADDITION TO TOWN OF NAPERVILLE, A SUBDIVISION IN SECTIONS 18 AND 19, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 07-24-206-036

COMMON ADDRESSES:

**506 S. Washington Street
Naperville, IL 60540**

EXHIBIT B

LEGAL DESCRIPTION – TEMPORARY EASEMENT

0004TE

That part of Lots 4 and 5 in Block 2 of Ellsworth's Addition to the Town of Naperville, recorded in DuPage County March 19, 1853 as document R1853-006989, in the Southeast Quarter of Section 13 and the Northeast Quarter of Section 24, 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 east line of Washington Street and the north line of the south 30 feet of the north 40 feet of said Lot 4; thence South 88 degrees 18 minutes 0 seconds East, 17.02 feet along said north line; thence South 4 degrees 41 minutes 36 seconds West, 11.29 feet along a line parallel with said east line of Washington Street to the Point of Beginning; thence South 85 degrees 18 minutes 24 seconds East, 20.00 feet; thence South 4 degrees 41 minutes 36 seconds West, 56.71 feet; thence North 85 degrees 18 minutes 24 seconds West, 20.00 feet; thence North 4 degrees 41 minutes 36 seconds East, 56.71 feet to the Point of Beginning, all lying within DuPage County, Illinois.

Said part contains 0.026 acres, more or less.

COMMON ADDRESSES:

506 S. Washington Street
Naperville, IL 60540

PIN: 07-24-206-036
[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.
 PART OF THE NE1/4 OF SECTION 24, 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
0004 0004TE	0.561	0.044		0.517	0.026		07-24-206-036	TRUST 95-267, SEE NOTE

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

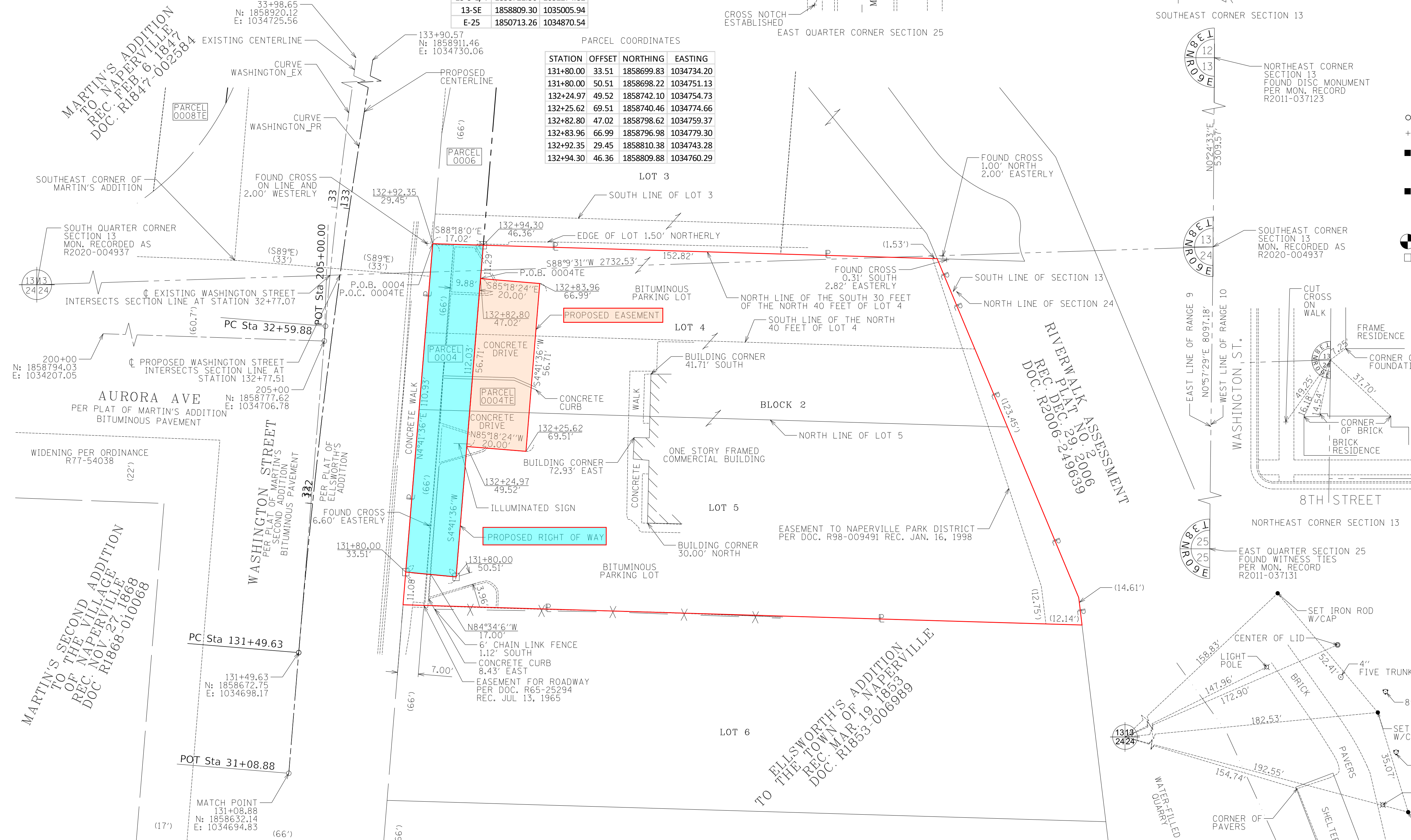
EXISTING WASHINGTON STREET				PROPOSED WASHINGTON STREET				EXISTING AURORA AVENUE			
STATION	NORTHING	EASTING	DESCRIPTION	STATION	NORTHING	EASTING	DESCRIPTION	STATION	NORTHING	EASTING	DESCRIPTION
31+08.88	1858632.14	1034694.83	START	131+08.88	1858632.14	1034694.83	START	200+00	1858794.03	1034207.05	START
32+59.88	1858782.63	1034707.19	PC	131+49.63	1858672.75	1034698.17	PC	205+00	1858777.62	1034706.78	END
33+29.32	1858851.84	1034712.88	PI	132+70.20	1858792.92	1034708.04	PI				
33+98.65	1858920.12	1034725.56	PT	133+90.57	1858911.46	1034730.06	PT				
36+65.14	1859477.08	1034829.02	END	136+69.36	1859185.57	1034780.97	POT				
				138+19.48	1859334.14	1034802.47	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
E-25	1850713.26	1034870.54

PARCEL COORDINATES

STATION	OFFSET	NORTHING	EASTING
131+80.00	33.51	1858699.83	1034734.20
131+80.00	50.51	1858698.22	1034751.13
132+24.97	49.52	1858742.10	1034754.73
132+25.62	69.51	1858740.46	1034774.66
132+82.80	47.02	1858798.62	1034759.37
132+83.96	66.99	1858796.98	1034779.30
132+92.35	29.45	1858810.38	1034743.28
132+94.30	46.36	1858809.88	1034760.29



LEGEND

- SECTION CORNER (9, 10, 15, 16)
- QUARTER SECTION CORNER (16, 15)
- 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

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

GRAPHIC SCALE
 FEET
 0 20
 SCALE: 1" = 20'

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

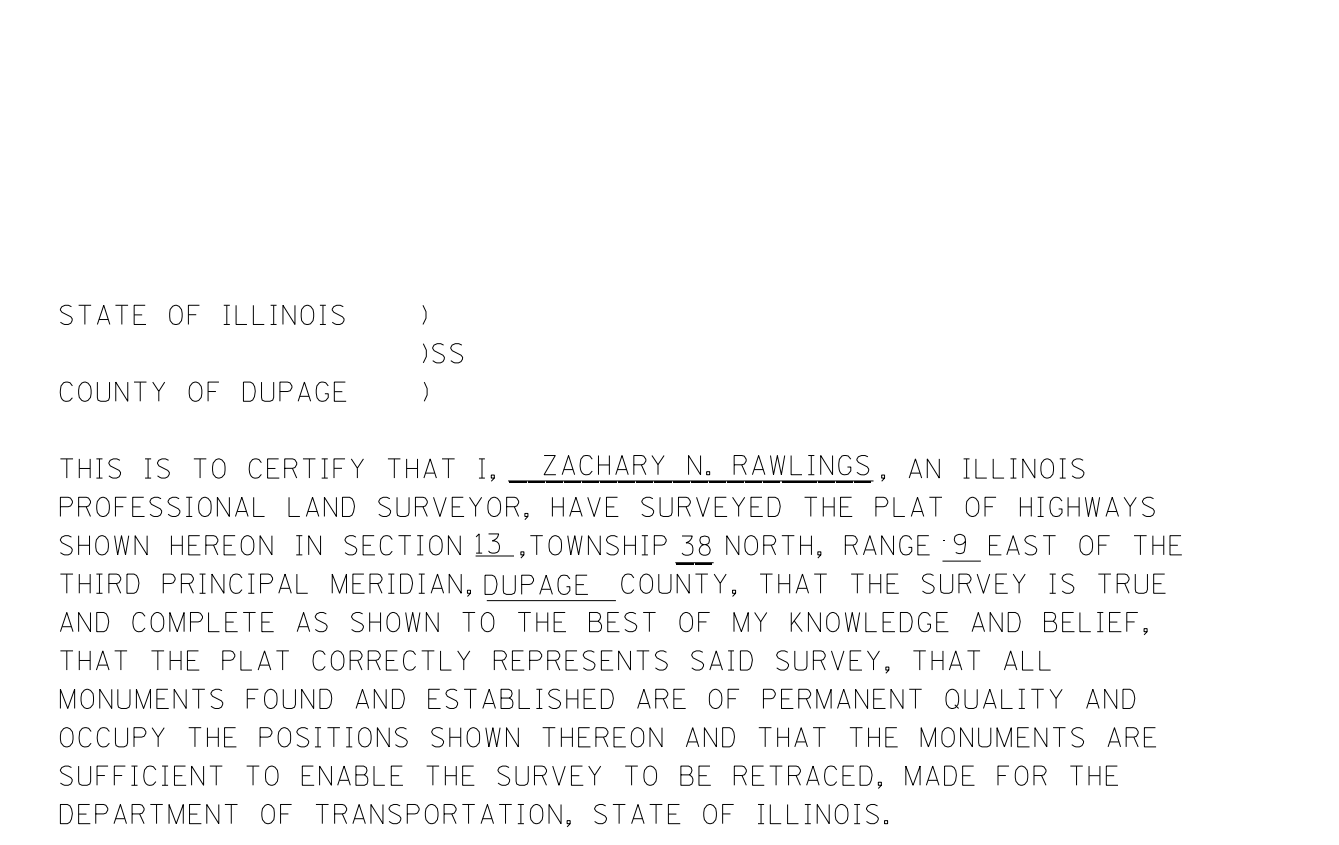
BEARINGS AND COORDINATES ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

- 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)
) SS
 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: 1/24/2019
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

benesch
 engineers · scientists · planners

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: - JOB NO.: 10557
 STA. 131+39.25 TO STA. 132+53.56
 SCALE: 1"=20' SHEET 1 OF 1 SHEETS

CITY OF NAPERVILLE
400 SOUTH EAGLE STREET
NAPERVILLE, ILLINOIS 60540

NOTE:
 PROPERTY IS BURDENED BY AN EASEMENT TO ILLINOIS BELL TELEPHONE COMPANY, PER DOC. 282271 REC. JUN 27, 1929. EXISTING POLES REFERENCED IN DOCUMENT ARE NO LONGER PRESENT.

OWNER IS LISTED IN TITLE COMMITMENT AS "BANKFINANCIAL, F.S.B., SUCCESSOR TO DOWNERS GROVE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1995 KNOWN AS TRUST NO. 95-267."

TITLE COMMITMENT NO. BEN-2018-DP-4713.0 DATED AUGUST 23, 2018

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

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

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".

REVISION DATE: REVISION MADE BY: