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**CITY OF NAPERVILLE  
BUSINESS DISTRICT  
REDEVELOPMENT AGREEMENT  
(BRIXMOR WESTRIDGE/BLOCK 59 PROJECT)**

6 THIS REDEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into  
7 this \_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between the CITY OF  
8 NAPERVILLE, an Illinois municipal corporation (the “City”) and BRIXMOR HERITAGE  
9 SQUARE LLC, a Delaware limited liability company (the “Developer”), (the City and Developer  
10 are hereinafter sometimes collectively referred to as the “Parties,” and individually as a “Party”,  
11 as the context may require).

12 **RECITALS:**

- 13 1. WHEREAS, the Developer is the fee title holder of the property legally described in Exhibit  
14 A-1 attached hereto (the “Current Heritage Property”) and depicted on Exhibit A-2 attached  
15 hereto; and
- 16 2. WHEREAS, an affiliate of the Developer, Brixmor Holdings 6 SPE, LLC, a Delaware  
17 limited liability company (the “Developer Affiliate”), is the fee title holder of the property  
18 legally described in Exhibit A-3 attached hereto (the “Current Westridge Property”) and  
19 depicted on Exhibit A-2 attached hereto; and
- 20 3. WHEREAS, the Current Heritage Property is improved with an older shopping center  
21 consisting of four commercial/retail buildings, approximately 960 accessory parking spaces  
22 and stormwater detention facilities (the “Current Heritage Shopping Center”). The buildings  
23 include approximately 212,000 square feet of leasable area, but as of the date hereof, only  
24 about 36,000 square feet are occupied; and

- 25 4. WHEREAS, the Current Westridge Property is improved with an older shopping center which  
26 includes approximately 471,000 gross square feet of in-line retail space (including an  
27 approximately 50,000 square foot movie theater), approximately 2,585 parking spaces and  
28 stormwater detention facilities (the “Current Westridge Shopping Center”). The Current  
29 Westridge Shopping Center and Current Heritage Shopping Center are referred to collectively  
30 as the “Property”; and
- 31 5. WHEREAS, as of the date hereof, significant portions of the Current Westridge Shopping  
32 Center and Current Heritage Shopping Center are vacant, with the Current Heritage Shopping  
33 Center experiencing significant vacancies; and
- 34 6. WHEREAS, over the last eight years, the Current Westridge Shopping Center and Current  
35 Heritage Shopping Center have experienced steadily declining occupancy and challenges re-  
36 tenanting big box retail spaces; and
- 37 7. WHEREAS, over this same period, sales at the Current Westridge Shopping Center and  
38 Current Heritage Shopping Center have gradually and persistently declined and, as a result, the  
39 City’s real estate and sales tax bases have declined and/or remained stagnant; and
- 40 8. WHEREAS, faced with the prospect of a continuation of these declining trends, the Developer  
41 proposes to undertake a major capital investment primarily in the Current Heritage Shopping  
42 Center including (A) the demolition of substantially all of Current Heritage Shopping Center  
43 improvements; (B) replacement and configuration of site utilities, including electric, gas,  
44 water, stormwater and sanitary sewer systems primarily serving the Current Heritage Shopping  
45 Center and to a lesser extent the Current Westridge Shopping Center; (C) construction of new  
46 buildings for restaurant and entertainment uses; (D) rehabilitation of certain remaining  
47 improvements on the Current Heritage Property and rehabilitation of tenant space in the

48 Current Westridge Shopping Center in proximity to the Current Heritage Property; (E)  
49 development, programming and furnishing of a new outdoor event plaza (the “Event Plaza”)  
50 that will serve both the Current Heritage Shopping Center and the Current Westridge Shopping  
51 Center; (F) enhanced site, building and environmental lighting and landscaping for both the  
52 Current Heritage Shopping Center and the Current Westridge Shopping Center; (G) new and  
53 reconfigured hardscape and pedestrian walkways for both the Current Heritage Shopping  
54 Center and the Current Westridge Shopping Center; and (H) certain general improvements  
55 including parking realignment, new identification, directional and amenity signage and other  
56 ancillary improvements for both the Current Heritage Shopping Center and the Current  
57 Westridge Shopping Center (collectively, the “Project”) all as depicted on Exhibit B attached  
58 hereto; and

59 9. WHEREAS, as part of the Project, the Developer intends to convey approximately one-half  
60 acre of the Current Heritage Property to the Developer Affiliate and the Developer Affiliate  
61 will convey approximately one acre of Current Westridge Property to the Developer. The  
62 Current Heritage Property, following the land exchange, is referred to herein as the “PUD  
63 Property” and is depicted on Exhibit B attached hereto. The Current Westridge Property,  
64 following the land exchange, is referred to herein as the “2023 Westridge Property” and is  
65 depicted on Exhibit C; and

66 10. WHEREAS, the Developer has estimated that it will expend approximately \$52 million dollars  
67 in hard and soft costs for the Project (the “Developer Project Costs”) as set forth in Exhibit D-  
68 1 attached hereto; and

69 11. WHEREAS, the Developer has estimated that Project tenants will expend approximately \$68  
70 million dollars in hard and soft costs (the “Tenant Project Costs”) for tenant build out of the

71 buildings and other spaces within the Project (the “Tenant Improvements”) as set forth in  
72 Exhibit D-2 attached hereto; and

73 12. WHEREAS, in order to facilitate the development and construction of the Project, the  
74 Developer has requested economic assistance in the form of the City’s establishment of a  
75 business district, as provided for in the Business District Development and Redevelopment  
76 Act, as amended from time to time (65 ILCS 5/11-74.3-1 et seq.) (the “Act”), and the City’s  
77 agreement to reimburse the Developer for certain Project costs by issuing one or more  
78 developer notes payable solely from Business District Taxes, as that term is defined in Section  
79 3.2.A. below; and

80 13. WHEREAS, subject to and in accordance with the terms of this Agreement, the City has  
81 established the Business District, as that term is defined below, and to reimburse the Developer  
82 for certain eligible Developer Project Costs as set forth in Exhibit D-3 attached hereto (the  
83 “Business District Project Costs”) in an amount not to exceed Thirteen Million Four Hundred  
84 Thousand Dollars and No Cents (\$13,400,000.00), plus accrued interest on the Note, as that  
85 term is defined in Section 3.3 below, and solely from Business District Taxes. Said Business  
86 District Project Costs shall not include any legal fees, costs of overhead, capitalized interest,  
87 or costs of issuance; and

88 14. WHEREAS, the Developer represents and warrants to the City, and the City finds that, but for  
89 the financial assistance to be provided by the City to the Developer pursuant to this Agreement,  
90 the Project would not be economically viable and the Developer would not develop and  
91 construct the Project; and

92 15. WHEREAS, pursuant to the Act, the City has designated a portion of the Current Westridge  
93 Property and all of the Current Heritage Property as a business district (the “Business

94 District”). The Business District is legally described in Exhibit E-1 and depicted in Exhibit E-  
95 2 attached hereto; and

96 16. WHEREAS, on September 20, 2022, the Mayor and City Council (the “Corporate  
97 Authorities”) of the City, after giving all necessary notices and conducting all necessary  
98 meetings and public hearings required by the Act, adopted Ordinance No. 22-0945: An  
99 Ordinance expressing the City’s intent to consider designation of a business district within the  
100 City, to impose Business District Taxes, and to induce development interest within such  
101 district; and

102 17. WHEREAS, on February 7, 2023, the Corporate Authorities of the City, after giving all  
103 necessary notices and conducting all necessary meetings and public hearings required by the  
104 Act, adopted Ordinance No. 23-0112: An Ordinance Proposing The Designation of a  
105 Business District in The City of Naperville, DuPage County, Illinois, And The Scheduling Of  
106 A Public Hearing In Connection Therewith For Proposed Business District (the “Business  
107 District Hearing Date Establishment Ordinance”); and

108 18. WHEREAS, on February 21, 2023, in accordance with the Business District Hearing Date  
109 Establishment Ordinance and all other legal requirements, the Corporate Authorities held a  
110 public hearing to consider whether to approve a business district plan for the proposed Business  
111 District and whether to designate a portion of the Current Westridge Property and all of the  
112 Current Heritage Property, as legally described on Exhibit E-1 and depicted on Exhibit E-2,  
113 as a business district with a finding and determination that a portion of the Current Westridge  
114 Property and all of the Current Heritage Property is a blighted area, as defined by the Act; and

115 19. WHEREAS, on March 21, 2023, the Corporate Authorities of the City adopted Ordinance No.  
116 23-\_\_\_\_\_: An Ordinance adopting the business district plan (the “Business District Plan”) and  
117 designating the Business District (the “Business District Ordinance”); and

118 20. WHEREAS, the business district referenced herein shall be known as and referenced herein as  
119 “Naperville Block 59 Business District”. The term of Naperville Block 59 Business District  
120 shall commence on the date of the City’s adoption and due publication of the Business District  
121 Ordinance, and shall expire the earlier of: (i) the City’s notice to the Illinois Department of  
122 Revenue to cease collection of Business District Taxes, as defined herein, based on the City  
123 having paid Developer the Maximum Reimbursement Amount, as defined in Section 3.2  
124 hereof; or (ii) twenty-three (23) years after the date of adoption of the Business District  
125 Ordinance; and

126 21. WHEREAS, on March 21, 2023, the Corporate Authorities of the City adopted Ordinance No.  
127 23-\_\_\_\_\_, Ordinance No. 23-\_\_\_\_\_, and Ordinance No. 23-\_\_\_\_\_, whereby the City approved  
128 preliminary site, engineering and landscape plans (the “Project Plans”) for the Project as part  
129 of a planned unit development (the “Project PUD”), and a preliminary plat of subdivision in  
130 connection with the land exchange (the “Preliminary Plat”). The Project Plans, Project PUD,  
131 and Preliminary Plat are attached hereto as Exhibit F; and

132 22. WHEREAS, provided Developer commences the Project, Developer will develop and  
133 construct the Project in accordance with this Agreement, all City codes, ordinances and  
134 regulations (except to the extent the City has granted relief therefrom), the Project Plans as  
135 may be amended from time to time in accordance with the City’s code of ordinances, and all  
136 other governmental authorities having jurisdiction over the Property and the Project; and

137 23. WHEREAS, this Agreement has been submitted to the Corporate Authorities of the City for  
138 consideration and review, and the Corporate Authorities and the Developer have taken all  
139 actions required to be taken prior to approval and execution of this Agreement in order to make  
140 the same binding upon the City and the Developer according to the terms hereof; and

141 24. WHEREAS, the Corporate Authorities of the City, after due and careful consideration, have  
142 concluded that the development and construction of the Project as provided herein will further  
143 the growth of the City, facilitate the redevelopment of the Property, improve the environment  
144 of the City, increase the assessed valuation of the real estate situated within the City, increase  
145 sales tax revenue, foster increased economic activity within the City, increase employment  
146 opportunities within the City, improve the retail base of the City and attract new tenants to the  
147 Property and other retail properties in the City, promote the City's needs, goals and objectives  
148 as set forth in the Business District Plan, meet the business district policy criteria and otherwise  
149 promote the best interests of the City by furthering the health, safety, morals and welfare of its  
150 residents and taxpayers; and

151 25. WHEREAS, pursuant to its Authority under (A) the Act; (B) its home rule powers under the  
152 Article VII, Section 6 of the Illinois Constitution; and (C) the Economic Development Act of  
153 the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the City wishes to enter into this Agreement  
154 with the Developer.

155 NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and  
156 agreements contained herein, and other good and valuable consideration, the receipt and  
157 sufficiency of which are hereby acknowledged, the City and the Developer do hereby agree as  
158 follows:

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**ARTICLE I  
RECITALS PART OF THE AGREEMENT**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

**ARTICLE II  
DEVELOPER OBLIGATIONS**

**2.1 Developer Obligations and Agreements.** In consideration of the substantial commitments of the City to the development of the Project, the Developer shall fulfill the following obligations:

A. Provided the Developer commences the Project, the Developer shall construct the Project substantially in accordance with the Project Plans, and the Developer shall complete the Project within thirty (30) months from the start of demolition of the Current Heritage Shopping Center improvements (estimated to be December 31, 2026), subject to any Force Majeure Delays, as defined in Section 6.3; provided, however, that if Developer has not completed the Project by the date that is thirty (30) months following the start of demolition but is diligently pursuing completion, Developer may, by notice to the City, elect to extend the estimated completion date by up to an additional one hundred eighty (180) days. If Developer has not commenced construction of the Project on or before July 1, 2024, the Developer shall have the right to terminate this Agreement in its sole discretion. The Developer shall not be obligated to commence the Project; provided, however, that if the Developer does commence the Project, it shall diligently pursue completion thereof. The Project shall be deemed complete upon the



185 development and/or rehabilitation of at least 50,000 gross square feet of  
186 commercial space on the PUD Property and the 2023 Westridge Property.  
187 If Developer has not commenced construction of the Project (after  
188 demolition of the improvements referenced in Recital 8 hereof, on or before  
189 July 1, 2025, the City shall have the right to terminate this Agreement in its  
190 sole discretion. If Developer commences said construction, but does not  
191 complete it, as defined above, on or before December 31, 2027, the City  
192 shall have the right to terminate this Agreement in its sole discretion.

193 B. The Developer has advanced, shall hereafter advance, or shall cause other  
194 parties to advance the funds necessary to construct and complete the Project.  
195 The Developer shall have no obligation to advance funds to tenants for  
196 Tenant Improvements unless the Developer is contractually obligated to do  
197 so.

198 C. The Developer has secured, or shall hereafter secure or cause to be secured,  
199 all required permits entitlements, authorizations and approvals necessary or  
200 required to construct and complete the Project. If such entitlements are not  
201 secured on or before July 1, 2025, either the Developer or the City shall  
202 have the right to terminate this Agreement.

203 D. In the event a claim is made against the City, its officers, officials, agents  
204 and employees or any of them, or if the City, its officers, officials, agents  
205 and employees or any of them (the “Indemnified Party” or “Indemnified  
206 Parties”), is made a party-defendant in any proceeding (including but not  
207 limited to a contribution action) arising out of, or in connection with, (1) the

208 construction of all or any portion of the Project; (2) the operation of all or  
209 any portion of the Project; or (3) any of Developer’s duties, obligations and  
210 responsibilities hereunder, including, but not limited to, any claim or cause  
211 of action concerning construction of the Project and environmental matters  
212 pertaining to the Property, to the extent permitted by law, the Developer  
213 shall indemnify, defend and hold harmless the Indemnified Parties, or any  
214 Indemnified Party, from all claims, liabilities, losses, taxes, judgments,  
215 costs, fines, fees, including expenses and reasonable attorney’s fees, in  
216 connection therewith (collectively, “Losses”); provided, however, that to  
217 the extent that the Developer claims that any Losses are caused by the  
218 negligence, fraud or willful misconduct of one or more Indemnified Parties,  
219 the Developer shall have no obligation to indemnify such Indemnified  
220 Parties for any such Losses in which event the Developer shall promptly  
221 notify the City that it will not defend, indemnify, nor hold the City harmless  
222 to the extent specified by the Developer which notice may be the subject of  
223 appropriate actions to resolve such Developer obligations. Any  
224 Indemnified Party may obtain separate counsel to participate in the defense  
225 thereof at his or her own expense. The Indemnified Parties shall cooperate  
226 in the defense of such proceedings and be available for any litigation related  
227 appearances which may be required. Further, so long as a settlement  
228 terminates or satisfies any and all claims against the Indemnified Parties,  
229 upon written prior notice to the City, the Developer shall be entitled to settle  
230 any and all claims for money, in such amounts and upon such terms as to

231 payment as it may deem appropriate, without the prior approval or consent  
232 of the Indemnified Parties, or any of them, as the case may be, provided that  
233 neither the City nor any of the other Indemnified Parties shall be required  
234 to contribute to such settlement except to the extent that Losses that are the  
235 subject of the settlement are caused by the negligence, fraud or willful  
236 misconduct of an Indemnified Party.

237 E. Upon reasonable notice, the City Manager, or his designee, shall have  
238 access to all portions of the Project while it is under construction during  
239 normal business hours for the purpose of determining compliance with this  
240 Agreement, applicable laws and applicable regulations; provided, however,  
241 that any such person(s) shall comply with all construction site rules and  
242 regulations while such person(s) is on or near the property. Additionally,  
243 the Developer shall keep and maintain detailed accountings of expenditures  
244 demonstrating the total actual costs of the Developer's Business District  
245 Project Costs. All such books, records and other documents, including but  
246 not limited to the general contractor's and subcontractors' sworn  
247 statements, general contracts, subcontracts, purchase orders, waivers of  
248 lien, paid receipts and invoices, and documentation evidencing that the  
249 Developer has incurred and paid any expense for which reimbursement as  
250 the Developer's Business District Project Costs is sought by Developer  
251 hereunder shall be available at the Developer's offices for inspection,  
252 copying, audit and examination by an authorized representative of the City

253 for a period of three (3) year after issuance of the Certificate of Completion  
254 (as defined below).

255 F. The Developer shall cooperate with the City and provide the City with the  
256 information in the Developer's possession or control, or to which the  
257 Developer has access, required and necessary under the Act to enable the  
258 City to comply with the Act and its obligations under this Agreement.

259 G. The Developer shall comply with all applicable federal, state and municipal  
260 laws, regulations, and published policies in connection with the  
261 construction of the Project.

262 H. The Developer has furnished to the City a Project budget showing  
263 Developer Project Costs in an amount not less than Fifty Two Million  
264 Dollars and No Cents (\$52,000,000.00) and showing Business District  
265 Project Costs in an amount no less than Thirteen Million Four Hundred  
266 Thousand Dollars and No Cents (\$13,400,000.00). The Developer hereby  
267 certifies to the City that the estimated project budgets are true, correct and  
268 complete, to the best of the Developer's knowledge, in all material respects.  
269 The Parties agree that the Project budgets are solely estimates and are not  
270 conditions precedent to the Developer's receipt of financial assistance from  
271 the City.

272 2.2 **Representations and Warranties About Ownership.** The Developer represents,  
273 warrants and covenants that, to its knowledge, no member, official, officer, employee of the City,  
274 or any commission or committee exercising authority over the Project or the Property, or any  
275 consultant hired by the City or the Developer with respect thereto, owns or controls or has owned

276 or controlled any interest, direct or indirect, in the Project or any portion of the Property, or will  
277 own or control any interest in the Project. Any representation or warranty made “to Developer’s  
278 knowledge” or similar terms in this Section 2.2 shall not be deemed to imply any duty of inquiry,  
279 and the Parties acknowledge that the parent company of the Developer is a publicly traded entity  
280 and that it is not reasonably feasible to identify indirect owners of the Property and Project. For  
281 purposes of this Section 2.2, “knowledge” shall mean and refer only to the actual knowledge of  
282 the Developer’s general counsel and managing partner(s) and shall not be construed to refer to the  
283 knowledge of any other member, partner, officer, director, agent, employee or representative of  
284 the Developer or any affiliate of the Developer.

285           **2.3 Developer’s Traffic Signal Obligation.**

286           A.       In order to alleviate traffic flow concerns which this Project will contribute  
287                   to in the vicinity of W. Jefferson Avenue east of Illinois Route 59, the City  
288                   may undertake, or cause to be undertaken, the design and installation of a  
289                   private benefit traffic signal (the “Traffic Signal”) at the north entrance to  
290                   the Current Westridge Property at West Jefferson Avenue. Said Traffic  
291                   Signal will benefit the Developer and the tenants and occupants of the  
292                   Current Westridge Property (to become the “2023 Westridge Property”) and  
293                   the tenants and occupants of the Current Heritage Property (to become the  
294                   “PUD Property”); and it will benefit the property owner to the north of  
295                   Current Westridge Property (the “North Property Owner”), and the tenants  
296                   and occupants of the North Property Owner. Provided that Developer  
297                   undertakes the Project, Developer shall be responsible for fifty percent  
298                   (50%) of the design, construction, and installation costs of the Traffic Signal

299 up to a maximum of Two Hundred Fifty Thousand Dollars and No Cents  
300 (\$250,000.00); provided, however, that such maximum Developer  
301 contribution shall, subject to 2.3.B(1) and 2.3(B)(2) below, increase each  
302 year on the anniversary date of this Agreement at an annual compounding  
303 rate of six percent (6%) to account for escalating costs until such time as  
304 bids are solicited for the Traffic Signal. The Party that undertakes the  
305 installation of the Traffic Signal agrees to solicit at least three bids for the  
306 construction and installation of the Traffic Signal, and the Party agrees that  
307 it shall select the lowest responsive and responsible bidder. The Party shall  
308 provide the other Party with copies of the bid solicitations and the bids  
309 received within five (5) business days of a written request from the Party.  
310 The Parties shall cooperate to secure the binding commitment of the North  
311 Property Owner (or its tenant(s)) to pay a share of the design, installation,  
312 maintenance of and power for the Traffic Signal; provided that Developer  
313 shall not be required to incur any costs or expense as part of such  
314 cooperation.

315 B. Developer may elect to: (1) deposit into escrow Two Hundred Fifty  
316 Thousand Dollars and No Cents (\$250,000.00) within six (6) months of the  
317 Effective Date of this Agreement to the City in satisfaction of its Traffic  
318 Signal payment obligation which deposit shall eliminate any escalation of  
319 costs due from Developer; (2) deposit into escrow Two Hundred Fifty  
320 Thousand Dollars and No Cents (\$250,000.00) plus the compounded  
321 amount pursuant Section 2.3A. above at any time after the one year

322 anniversary of this Agreement which deposit shall eliminate any additional  
323 escalation of costs thereafter due from Developer; or (3) pay Two Hundred  
324 Fifty Thousand Dollars and No Cents (\$250,000.00) plus the compounded  
325 amount pursuant Section 2.3A. above, until such time as bids are solicited  
326 for the Traffic Signal. Upon completion of the Traffic Signal, the Parties  
327 shall share reasonably detailed documentation of the final cost of the design  
328 and installation of the Traffic Signal (the “Final Traffic Signal Costs”). If  
329 fifty percent (50%) of the Final Traffic Signal Costs is less than the amount  
330 Developer paid to the City, then the City shall refund the difference in cost  
331 to Developer within thirty (30) day of Developer’s request for such refund.  
332 Developer shall have no obligation to pay any amounts in excess of Two  
333 Hundred Fifty Thousand Dollars and No Cents (\$250,000.00), as escalated  
334 pursuant to Section 2.3A. above; provided, however, that if the Traffic  
335 Signal is installed, Developer shall be responsible for fifty percent (50%) of  
336 the cost maintenance and power for the Traffic Signal. If (XX) the sources  
337 of funding for the Traffic Signal design, installation and construction of the  
338 Traffic Signal have not been irrevocably committed and (YY) all permits  
339 and approvals necessary for the Traffic Signal installation and construction  
340 have not been secured within seven (7) years and six (6) months of the  
341 execution of this Agreement then Developer shall no longer have any  
342 payment obligations under this Section 2.3, and the City shall refund  
343 Developer for any payments Developer made toward the Traffic Signal  
344 costs.

345 C. Notwithstanding any other provision herein, Developer’s obligations  
346 relative to the Traffic Signal are not contingent or dependent upon an  
347 agreement being entered into by, or contribution being made by, the North  
348 Property Owner.

349 D. The City shall maintain the Traffic Signal and provide power thereto subject  
350 to reimbursement from the Developer for fifty percent (50%) of the costs  
351 therefor. The City shall use good faith efforts to provide invoices for such  
352 costs on a regular basis, but in no event more than four (4) times per calendar  
353 year, and Developer shall paid such invoices within sixty (60) days of  
354 receipt thereof. Copies of such invoices shall be provided to the Developer  
355 notice parties in Section 6.9. If Developer fails to timely pay an invoice,  
356 the City shall be entitled to record a lien against the Current Heritage  
357 Property or the "2023 Heritage Property”, as applicable including all costs  
358 associated therewith, including but not limited to reasonable attorney’s fees  
359 and costs and recording costs.

360 **ARTICLE III**  
361 **CITY OBLIGATIONS**

362 3.1 **City Economic Assistance.** In consideration of the substantial commitment of the  
363 Developer to undertake and complete the Project and in order to induce the Developer to undertake  
364 the Project, and subject to compliance with the terms and conditions set forth herein, the City shall  
365 provide economic assistance to the Developer by reimbursing it for up to Thirteen Million Four  
366 Hundred Thousand Dollars and No Cents (\$13,400,000.00) plus accrued interest on the Note, as  
367 that term is defined in Section 3.3 below, solely from Business District Taxes, in eligible Business  
368 District Project Costs (the “Maximum Reimbursement Amount”) by issuing, and making



369 payments on, the Note, as defined below. Said Business District Project Costs shall not include  
370 any legal fees, costs of overhead, capitalized interest, or costs of issuance.

371           **3.2 Business District Implementation.** The Parties agree that the following City  
372 actions are necessary and material to the implementation of this Agreement:

373           A. The Corporate Authorities adopting an ordinance on or before April 1, 2023  
374 (the “Naperville Block 59 Business District Tax Ordinance”) imposing a  
375 service occupation tax and a retailers’ occupation tax, as provided for by the  
376 Act, within the Business District at a rate of one percent (1.0%) of gross  
377 sales for the term of the proposed Business District (the “Business District  
378 Taxes”), which shall be in full force and effect on or before April 1, 2023.

379           B. The Corporate Authorities adopting an ordinance (the “Special Fund  
380 Ordinance”) which establishes a separate fund entitled the "Naperville  
381 Block 59 Business District Tax Allocation Fund" (or also referenced herein  
382 as the “Business District Fund”) in order to receive the Business District  
383 Taxes from the Illinois Department of Revenue, which Special Fund  
384 Ordinance provides that: (1) pursuant to the Act, all Business District Taxes  
385 shall be deposited into the Business District Fund and disbursed in  
386 accordance with this Agreement and the Act; (2) the Special Fund  
387 Ordinance shall be in full force and effect on or before April 1, 2023; (3)  
388 the City shall establish the Business District Fund and take all actions  
389 necessary to receive the deposit of Business District Taxes on or before July  
390 1, 2023; (4) none of the monies deposited in the Business District Fund  
391 shall, at any time, be commingled with any other funds of the City, pledged,

392 encumbered or allocated for any other purpose other than performance of  
393 the City’s obligations pursuant to the Agreement without the Developer’s  
394 consent; and (5) the City may perform an annual audit of the Business  
395 District Fund to verify the receipt of Business Taxes from the Department  
396 of Revenue, deposits into the Business District Fund and disbursements  
397 from the Business District Fund.

398 C. The City filing the Business District Ordinance and the Business District  
399 Tax Ordinance with the Illinois Department of Revenue and taking all other  
400 actions to cause the Illinois Department of Revenue to begin the imposition  
401 and collection of the Business District Taxes on or before July 31, 2023.

402 D. The City shall use good faith efforts to perform the aforementioned items if  
403 not performed as of the Effective Date.

404 3.3 The City of Naperville’s City Manager, pursuant to the authorization of the  
405 Corporate Authorities provided by the ordinance authorizing this Agreement, shall cause the City  
406 to issue to Developer a note substantially in form and substance as attached hereto as Exhibit G  
407 and made a part hereof (“Note”) within thirty (30) days of the issuance to Developer of a certificate  
408 of occupancy (whether partial, temporary or final) for the first Project building and receipt of  
409 documentation from Developer showing the Event Plaza is complete and bonafide events have  
410 been scheduled to occur within the next twelve (12) months (the “Note Issuance Conditions”).  
411 The Note shall have a maximum aggregate principal amount not to exceed Thirteen Million Four  
412 Hundred Thousand Dollars and No Cents (\$13,400,000.00), but such aggregate principal amount  
413 may be less based upon actual expenditures of eligible Business District Expenses and may be  
414 reduced further based on the amount of Business District Taxes the City has collected through and

415 including the date of the issuance of the Note and paid to Developer. The actual principal of the  
416 Note shall be based on the aggregate amount of the Certificates of Expenditure, as defined in  
417 Section 3.4, issued by the City but shall not in any event exceed an aggregate principal amount of  
418 Thirteen Million Four Hundred Thousand Dollars and No Cents (\$13,400,000.00).

419           **3.4 Certificates of Expenditure.** During the construction of the Project, the Developer  
420 may from time to time submit a request for Certificate of Expenditure, substantially in the form  
421 set forth on Exhibit H (each, a “Certificate of Expenditure”) to verify the amount of Business  
422 District Project Costs incurred by the Developer. Each Developer request for a Certificate of  
423 Expenditure shall: (A) be signed by the Developer under oath; (B) be accompanied by  
424 documentation reasonably acceptable to the City evidencing Developer having incurred such costs,  
425 including, but not limited to, paid receipts for Developer’s costs, draw statements, sworn  
426 statements, and/or lien waivers for the Project; (C) include a summary of Developer’s Business  
427 District Project Costs in an amount not to exceed the Maximum Reimbursement Amount; and (D)  
428 any other information and materials reasonably requested by the City, and shall be submitted to  
429 the City Manager or the City Manager’s designee. Unless the City has good cause to believe that  
430 the request for a Certificate of Expenditure is improper, the City shall approve the requests within  
431 thirty (30) days following receipt. If the City elects to withhold or deny approval of a request for  
432 a Certification of Expenditure, the City shall promptly advise the Developer in writing as to the  
433 specific basis for the City’s position, and Developer shall be afforded the right to supplement the  
434 request for Certificate of Expenditure.

435           **3.5 Issuance of the Note.**

436           A. The City shall not be obligated to issue the Note to Developer until  
437           Developer has satisfied the Note Issuance Conditions. Within thirty (30)

438 days following Developer’s satisfaction of the Note Issuance Conditions,  
439 the City shall issue the Note in principal amount not to exceed Thirteen  
440 Million Four Hundred Thousand Dollars and No Cents (\$13,400,000.00),  
441 but may be less than the Maximum Reimbursement Amount based upon  
442 actual expenditures of eligible Business District Expenses and may be less  
443 based on the amount of Business District Taxes the City has collected  
444 through and including the Note Issuance Date and paid to Developer. The  
445 date of the issuance of the Note hereunder shall be referred to herein as the  
446 “Note Issuance Date.” The Note shall be a taxable obligation and shall bear  
447 interest at rate equal to six percent (6.0%) on the Note Issuance Date. The  
448 Note shall mature on the earlier of: (y) the expiration of the Business District  
449 and (z) full payment of the Note. Unpaid interest on the Note shall  
450 compound annually. Upon issuance of the Note, Developer and City will  
451 cooperate to prepare an amortization schedule for the Note based on  
452 reasonable estimates of Business District Taxes. Such amortization  
453 schedule shall not be binding on the Parties and is intended to be illustrative  
454 of when the Note may be retired. On the Note Issuance Date, the City shall  
455 pay Developer all Business District Taxes that the City has collected  
456 through and including the Note Issuance Date. For illustrative purposes  
457 only, if the City has collected Two Hundred Thousand Dollars and No Cents  
458 (\$200,000.00) in Business District Taxes through and including the Note  
459 Issuance Date, it shall, on the Note Issuance Date, pay Developer Two  
460 Hundred Thousand Dollars and No Cents (\$200,000.00) and issue the Note

461 in the principal amount of Thirteen Million Two Hundred Thousand Dollars  
462 and No Cents (\$13,200,000.00).

463 B. It is anticipated that as of the Note Issuance Date, the City will have issued  
464 Certificates of Expenditure in the amount of at least Thirteen Million Four  
465 Hundred Thousand Dollars and No Cents (\$13,400,000.00). If the  
466 Certificates of Expenditure issued as of the Note Issuance Date are less than  
467 such amount, then the Note shall be issued in such lesser amount, less any  
468 Business District Taxes held by the City and paid to Developer. The  
469 principal amount of the Note thereafter shall be increased as of the same  
470 date of the issuance of a Certificate of Expenditure in amounts equal to each  
471 of the additional Certificate of Expenditure; provided, however, in no event  
472 shall the principal amount exceed the Maximum Reimbursement Amount  
473 (reduced by any cash payments from the Business District Fund as provided  
474 in Section 3.5(A) above).

475 **3.6 Sources of Funds and Note Repayment.**

476 A. The sole source of funds to make payments on the Note shall be Business  
477 District Taxes received by the City during the Reimbursement Period. The  
478 term "Reimbursement Period" shall be defined as the period commencing  
479 on the Effective Date and ending on the earlier of: (1) the date that the Note  
480 is fully repaid or (2) the date that is one (1) year following the expiration of  
481 the Business District. In the event that the Note has not been fully paid on  
482 the date that is twenty (20) years after the Note Issuance Date, the City shall  
483 make cash payments of all Business District Taxes received after said date

484 so as to amortize any remaining principal balance, accrued but unpaid  
485 interest and interest accruing at a rate of six percent (6%) until the earlier of  
486 (XX) the Developer has been fully reimbursed or (YY) the date that is one  
487 (1) year after the expiration of the Business District, it being understood that  
488 any Business District Taxes collected in the final year of the Business  
489 District shall be paid to Developer.

490 B. The Developer agrees and understands that: (1) the sole source of funds for  
491 payment on the Note is expressly limited to the Business District Taxes; (2)  
492 the Developer is assuming the risk that Business District Taxes generated  
493 during the Reimbursement Period may be less than the Maximum  
494 Reimbursement Amount; (3) the Developer will have no right to compel the  
495 exercise of any taxing power of the City for payment of any of the  
496 reimbursement amounts; and (4) the City's reimbursement obligations  
497 pursuant to this Agreement do not and will not represent or constitute a  
498 general obligation or a pledge of the faith and credit of the City, the State  
499 of Illinois or any political subdivision thereof.

500 C. On or before August 1 of each year during the term of this Agreement, the  
501 Business District Taxes received by the City shall be used to pay the  
502 principal of and interest on the Note in the following order of priority: (1)  
503 first, to pay the interest, including unpaid, accrued, compounded interest,  
504 then due on the Note; and (2) second, to pay the principal of the Note. If  
505 the Note has matured but not been fully repaid, the City shall continue to  
506 make payments on or before August 1<sup>st</sup> until until the earlier of (XX) the

507 Developer has been fully reimbursed or (YY) the date that is one (1) year  
508 after the expiration of the Business District, it being understood that any  
509 Business District Taxes collected in the final year of the Business District  
510 shall be paid to Developer.

511 D. The Note may be assigned or pledged as collateral to a lender upon at least  
512 15 days prior notice to the City. The Note may also be sold, assigned or  
513 transferred to an Affiliate of Developer upon at least 15 days prior notice to  
514 the City. For the purposes of this Agreement, the term “Lender” means a  
515 financial institution, pension fund, insurance company or similar entity,  
516 including any successors thereto, that loans funds to Developer in  
517 connection with the Project and the term “Affiliate” means any person or  
518 entity directly or indirectly controlling, controlled by or under common  
519 control with Developer.

520 E. In addition, the Note may be sold to a Qualified Investment Buyer as  
521 defined under Rule 144A of the Securities Act of 1933, as amended.

522 F. The City agrees to pledge the Business District Taxes, subject to the  
523 conditions below, to support the payment of the principal of and interest on  
524 the Note. The City shall have no obligation to make any payments pursuant  
525 to this Agreement until such time that the Business District Taxes are  
526 available.

527 **3.7 Certificate of Completion.** Upon the Developer’s satisfactory completion of the  
528 Project, as described in Section 2.1.A, in accord with: (A) the Project Plans; (B) the Ordinances  
529 set forth in Recital 20 and any subsequent ordinances pertaining to the Project; (C) this Agreement;

530 and (D) all applicable laws, codes, and regulations, and upon the Developer’s written request, the  
531 City shall issue to the Developer a certificate in recordable form certifying that the Developer has  
532 fulfilled its obligation to complete the Project in accordance with the terms of this Agreement (the  
533 “Certificate of Completion”). The City shall respond to the Developer’s written request for a  
534 Certificate of Completion within sixty (60) days by issuing either a Certificate of Completion or a  
535 written statement detailing the ways in which the Project does not conform to this Agreement or  
536 has not been satisfactorily completed, and the measures which must be taken by the Developer in  
537 order to obtain the Certificate of Completion. The Developer may resubmit a written request for  
538 a certificate upon completion of such measures.

539 **ARTICLE IV**  
540 **AUTHORITY**

541 4.1 **City Powers and Authority.** The City hereby represents and warrants to the  
542 Developer that the City has full constitutional and lawful right, power and authority, under  
543 currently applicable law, to execute and deliver and perform the terms and obligations of this  
544 Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by  
545 all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the  
546 legal, valid and binding obligation of the City, and is enforceable in accordance with its terms and  
547 provisions and the execution of this Agreement does not require the consent of any other  
548 governmental authority.

549 4.2 **Developer Powers and Authority.** The Developer hereby represents and warrants  
550 to the City that the Developer has full lawful right, power and authority, under currently applicable  
551 law, to execute and deliver and perform the terms and obligations of this Agreement, and the  
552 foregoing has been or will be duly and validly authorized and approved by all necessary Developer  
553 actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the



554 Developer, is enforceable in accordance with its terms and provisions and does not require the  
555 consent of any other party.

556         4.3     **Authorized Parties.** Except in cases where the approval or authorization of the  
557 City's Corporate Authorities is required by law, whenever, under the provisions of this Agreement,  
558 or other related documents and instruments or any duly authorized supplemental agreements, any  
559 request, demand, approval, notice or consent of the City or the Developer is required, or the City  
560 or the Developer is required to agree to, or to take some action at, the request of the other, such  
561 request, demand, approval, notice or consent, or agreement shall be given for the City, unless  
562 otherwise provided herein, by the City Manager or his designee and for the Developer by any  
563 officer of the Developer so authorized (and, in any event, the officers executing this Agreement  
564 are so authorized). Any Party shall be authorized to act on any such request, demand, approval,  
565 notice or consent, or agreement or other action and neither Party hereto shall have any complaint  
566 against the other because of any such action taken.

567   **ARTICLE V**  
568   **DEFAULTS AND REMEDIES**

569         5.1     **Default.** A Party shall be deemed to be in default of this Agreement if it fails to  
570 materially perform, observe or comply with any of its covenants, agreements or obligations  
571 hereunder or breaches or violates any of its representations contained in this Agreement after the  
572 expiration of any cure period applicable thereto.

573         5.2     **Cure of Default.** Except as otherwise provided herein, prior to the time that a  
574 failure of any Party to this Agreement to perform its obligations hereunder or the failure to perform  
575 any other action or omission to perform any such obligation or action described in Section 5.1 shall  
576 be deemed to be a default hereof, the Party claiming such failure shall provide written notification  
577 to the Party alleged to have failed to perform of the alleged failure and shall demand performance.

578 No default of this Agreement may be found to have occurred if performance has commenced to  
579 the reasonable satisfaction of the complaining Party within sixty (60) days of the receipt of such  
580 notice; provided, however, that if such default cannot reasonably be cured within such sixty (60)  
581 day period, the alleged defaulting Party shall be afforded an additional period to cure but in no  
582 event more than ninety (90) days. In all instances, the prosecution of the conduct necessary to  
583 remedy the alleged default must be diligently pursued until the cure is perfected. The obligation  
584 to cure defaults, as herein required, shall be tolled during any applicable time period during which  
585 a delay in performance is permitted as an event of one or more Force Majeure Delays under the  
586 provisions of Section 6.3 hereof but the tolling of the performance of any obligation shall be  
587 limited to the obligation or action as to which the Force Majeure Delay provisions apply and only  
588 for the timeframe that the event of Force Majeure is in effect.

589 In the event that either Party shall default on any provision of this Agreement and fail to  
590 cure said default as provided in the preceding paragraph or as elsewhere provided in this  
591 Agreement, the non-defaulting Party may enforce the terms hereof by filing any action or  
592 proceeding available at law or in equity, in any court of competent jurisdiction, including an action  
593 for specific performance of the covenants and agreements herein contained. Except as otherwise  
594 set forth herein, no action taken by a Party pursuant to the provisions of this Section 5.2 or pursuant  
595 to the provisions of any other section of this Agreement shall be deemed to constitute an election  
596 of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of  
597 any other remedy either set forth herein or available to any Party at law or in equity.

598 **5.3 Default Shall Not Permit Termination of Agreement.** Except as provided  
599 Section 2.1.A and Section 2.1.C, no default under this Agreement shall entitle any Party to  
600 terminate, cancel or otherwise rescind this Agreement; provided, however, this limitation shall not

601 affect any other rights or remedies the Parties may have by reason of any default under this  
602 Agreement.

603           5.4     **Right to Enjoin.** In the event of any violation or threatened violation of any of  
604 the provisions of this Agreement by a Party, any other Party shall have the right to apply to a  
605 court of competent jurisdiction for an injunction against such violation or threatened violation,  
606 and/or for a decree of specific performance.

607

608

609

**ARTICLE VI  
GENERAL PROVISIONS**

610           6.1     **Time of Essence.** Time is of the essence of this Agreement. The Parties will make  
611 every reasonable effort to expedite the subject matters hereof and acknowledge that the successful  
612 performance of this Agreement requires their continued cooperation.

613           6.2     **Mutual Assistance.** The Parties agree to take such actions, including the execution  
614 and delivery of such documents, instruments and certifications (and, in the case of the City, the  
615 adoption of such ordinances and resolutions), as may be necessary or appropriate from time to  
616 time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other  
617 in carrying out such terms, provisions and intent. The City agrees that it shall not revoke or amend  
618 the Authorizing Ordinances if such revocation or amendment would prevent or impair, or have the  
619 effect of either of the foregoing, the development of the Project in accordance with this Agreement  
620 or the City's performance of its obligations hereunder. The Parties shall cooperate fully with each  
621 other in securing from all appropriate governmental authorities (whether federal, state, county or  
622 local) all necessary or required permits, entitlements, authorizations and approvals to develop and  
623 construct the Project.

624           6.3     **Force Majeure.** To the extent that a Force Majeure Event causes a Force Majeure  
625 Delay, as those terms are defined below, neither the City nor Developer nor any successor in  
626 interest to either of them, shall be considered in breach of or in default of their obligations under  
627 this Agreement. For the purpose of this Agreement force majeure events (“Force Majeure Events”)  
628 include: pandemics or epidemics which directly impact the Project, governmental takings and  
629 limitations associated with such taking, war, state or national emergency, government mandated  
630 closures, damage or destruction by fire or other casualty, strike, shortage of material as reasonably  
631 evidenced by documentation thereof, unusually adverse weather conditions such as, by way of  
632 illustration and not limitation, severe rain storms or below-freezing temperatures of abnormal  
633 degree or for an abnormal duration, tornadoes or cyclones. The timeframe during which a Force  
634 Majeure Event causes a Party to be unable to discharge an obligation hereunder shall be deemed a  
635 “Force Majeure Delay”. In each case where a Party hereto believes its performance of any specific  
636 obligation, duty or covenant hereunder is delayed by reason of an event of Force Majeure Delay,  
637 the Party claiming the benefit of this Section 6.3 shall notify the other Party of the nature of the  
638 specific Force Majeure Event and the manner and timeframe for which it will cause a Force  
639 Majeure Delay and, specifically, the obligation, duty or covenant which it believes is delayed or  
640 impaired by reason of the Force Majeure event. Notice shall be provided to the other Party within  
641 three (3) days of an event causing a Force Majeure Event. Such notice shall be given in accordance  
642 with Section 6.9 hereof. Performance of the obligation, duty or covenant impaired by reason of  
643 the designated event shall be tolled only for that period of time reasonably necessary to remove,  
644 cure, or otherwise perform in the face of the Force Majeure Event. In no case shall an event of  
645 Force Majeure Delay toll the performance of any obligation, duty or covenant not directly  
646 implicated in the claimed event of Force Majeure Delay. Further, nothing herein shall be deemed

647 to preclude the right of the Party entitled, by the terms of this Agreement, to receive the  
648 performance of any obligation, duty or covenant to challenge the validity of a claimed event of  
649 Force Majeure Delay.

650           6.4     **Amendment.** This Agreement, and any exhibits attached hereto, may be amended  
651 only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of  
652 an ordinance or resolution of the City approving said written amendment, as provided by law, and  
653 by the execution of said written amendment by the Parties or their successors in interest.  
654 Notwithstanding the foregoing, an amendment to the Project Plans or planned unit development  
655 shall not require an amendment to this Agreement. In addition, the City Manager may effect Minor  
656 Modifications to this Agreement without the same being deemed an amendment to this Agreement  
657 which requires action by the Corporate Authorities. For the purposes of this Agreement, the term  
658 “Minor Modification” means a modification or waiver of any requirement, specification, or other  
659 term set forth in this Agreement, consented to by the Parties in writing, whereby such  
660 modification or waiver does not materially affect the goals, purposes, or nature of the Agreement.

661           6.5     **Entire Agreement.** This Agreement sets forth all agreements, understandings and  
662 covenants between and among the Parties relative to the matters herein contained. This Agreement  
663 supersedes all prior agreements, negotiations and understandings, written and oral, and shall be  
664 deemed a full integration of the entire agreement of the Parties.

665           6.6     **Severability.** If any provisions, covenants, agreement or portion of this  
666 Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall  
667 not affect the application or validity of any other provisions, covenants or portions of this  
668 Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement  
669 are declared to be severable.

670           6.7    **Consent or Approval.** Except as otherwise specifically provided in this  
671 Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is  
672 required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

673           6.8    **Illinois Law / Venue.** This Agreement shall be construed in accordance with the  
674 laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this  
675 Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage  
676 County, Illinois.

677           6.9    **Notice.** Any notice, request, consent, approval or demand (each, a “Notice”) given  
678 or made under this Agreement shall be in writing and shall be given in the following manner: (A)  
679 by personal delivery of such Notice; or (B) by mailing of such Notice by certified mail, return  
680 receipt requested; (C) by sending e-mail transmission of such Notice with confirmation of receipt;  
681 or (D) by commercial overnight delivery of such Notice. All Notices shall be delivered to the  
682 addresses set forth in this Section 6.9. Notice served by certified mail shall be effective on the  
683 fifth (5<sup>th</sup>) Business Day (as defined below) after the date of mailing. Notice served by e-mail  
684 transmission shall be effective as of date and time of e-mail transmission, provided that the Notice  
685 transmitted shall be sent on a Business Day during business hours. In the event e-mail Notice is  
686 transmitted on a non-Business Day or during non-business hours, the effective date and time of  
687 Notice is the first business hour of the next Business Day after transmission. Notice served by  
688 commercial overnight delivery shall be effective on the next Business Day following deposit with  
689 the overnight delivery company. For purposes hereof, the first “business hour” of a Business Day  
690 shall be 8:00 a.m. Central time and the last “business hour” shall be 6:00 p.m. Central time. The  
691 term “Business Day” shall be Monday through Friday, excluding federal and State of Illinois  
692 holidays.

693 If to the City:

694 City of Naperville  
695 Attn: City Manager  
696 400 South Eagle Street  
697 Naperville, Illinois 60540  
698 [KriegerD@naperville.il.us](mailto:KriegerD@naperville.il.us)

699 with a copy to:

700 City of Naperville  
701 Attn: City Attorney  
702 400 South Eagle Street  
703 Naperville, Illinois 60540  
704 DiSantoM@naperville.il.us

705 If to the Developer:

706 Brixmor Heritage Square LLC  
707 Attn: John Hendrickson  
708 8700 West Bryn Mawr Avenue; Suite 1000-S  
709 Chicago, Illinois 60631  
710 John.Hendrickson@Brixmor.com

711 With a copy to:

712 Brixmor Property Group  
713 Attn: General Counsel  
714 450 Lexington Avenue, 13<sup>th</sup> Floor  
715 New York, New York 10017  
716 Steven.Siegel@brixmor.com

717 with a copy to:

718 Dykema Gossett, PLLC  
719 Attn: Andrew P. Scott, Esq.  
720 10 South Wacker Drive, Suite 2300  
721 Chicago, Illinois 60606  
722 apscott@dykema.com

723 6.10 **Counterparts.** This Agreement may be executed in several counterparts, each of  
724 which shall be an original and all of which shall constitute but one and the same agreement.

725 6.11 **Term of Agreement.** The term of this Agreement shall commence on the Effective  
726 Date, set forth on page one (1) hereof and continue until the earlier of: (A) the Developer's receipt

727 of the Maximum Reimbursement Amount or (B) the date that is one year following the last day of  
728 the Reimbursement Period.

729           6.12   **Good Faith and Fair Dealing.** City and Developer acknowledge their duty to  
730 exercise their rights and remedies hereunder and to perform their covenants, agreements and  
731 obligations hereunder, reasonably and in good faith.

732           6.13   **Drafting.** Each Party and its counsel have participated in the drafting of this  
733 Agreement therefore none of the language contained in this Agreement shall be presumptively  
734 construed in favor of or against either Party.

735           6.14   **Recording.** The Developer shall be permitted to record, at its cost and expense, a  
736 memorandum of this Agreement with the DuPage County Recorder's Office.

737           6.15   **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be  
738 binding upon Developer and Developer's respective successors, grantees and permitted assigns,  
739 and upon successor corporate authorities of the City.

740           6.16   **Assignment.** Prior to issuance of the Certificate of Completion, Developer may  
741 not assign this Agreement, or any rights of obligations hereunder, to any party, except to an  
742 Affiliate, without the prior express written consent of the City. After to issuance of the  
743 Certificate of Completion, the Developer may assign this Agreement, or any rights of  
744 obligations hereunder, provided that the Developer delivers at least ten (10) day's notice prior  
745 to such assignment taking effect.

746           6.17   **Partial Funding.** Except as otherwise set for in this Agreement, the Developer  
747 acknowledges and agrees that the economic assistance to be received by the Developer as set forth  
748 in this Agreement is intended to be and shall be a source of partial funding for the Project and  
749 agrees that any additional funding above and beyond said economic assistance shall be solely the



750 responsibility of the Developer. The Developer acknowledges and agrees that the amount of  
751 economic assistance set forth in this Agreement represents the maximum amount of economic  
752 assistance to be received by the Developer, provided the Developer complies with the terms and  
753 provisions set forth in this Agreement. The Developer further acknowledges and agrees that the  
754 City is not a joint developer or joint venturer with the Developer and the City is in no way  
755 responsible for completion of any portion of the Project.

756       6.18   **Attorney Fees.** Except where otherwise provided herein, should it become  
757 necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof,  
758 or to declare the effect of the provisions of this Agreement, each Party shall be responsible for  
759 payment of their own costs of litigation, including but not limited to attorneys' and consultants'  
760 fees and costs.

761       6.19   **Audits.** Following the close of each fiscal year of the City, as is usual and  
762 customary and required by law, the City shall undertake to audit the financial statements of the  
763 City in the manner provided by law. Such audit shall include the Business District Fund and any  
764 other City fund that may be used to account for the financial activity contemplated herein. After  
765 any such audit is completed and accepted by the City, the City shall provide to Developer a  
766 certified copy of such audit upon Developer's written request.

767       6.20   **Exhibits.** Each exhibit attached hereto or referenced herein shall be deemed  
768 incorporated in this Agreement and made part hereof.

769                               [SIGNATURE PAGES FOLLOW]

770

771 **IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all  
772 requisite authorizations as of the date first above written.

773 **CITY OF NAPERVILLE,**  
774 an Illinois Municipal Corporation

775 By: \_\_\_\_\_  
776 Steve Chirico, Mayor

777  
778 ATTEST:

779 \_\_\_\_\_  
780 Pam Gallahue, Ph.D., City Clerk

781 STATE OF ILLINOIS )  
782 ) SS  
783 COUNTY OF DUPAGE )

784 I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
785 HEREBY CERTIFY that the above-named Steve Chirico is personally known to me to be the  
786 Mayor of the City of Naperville, and also personally known to me to be the same person whose  
787 name is subscribed to the foregoing instrument as such Mayor and respectively, and that he  
788 appeared before me this day in person and severally acknowledged that, as such Mayor, he signed  
789 and delivered the said instrument, pursuant to authority given by the City of Naperville as his free  
790 and voluntary act, and as the free and voluntary act and deed of said Mayor of the City of  
791 Naperville, for the uses and purposes therein set forth.

792 GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

793 Commission expires \_\_\_\_\_  
794 \_\_\_\_\_  
Notary Public

795

**BRIXMOR HERITAGE SQUARE, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Hendrickson  
Title: Executive Vice President – President, Midwest

796  
797 STATE OF ILLINOIS            )  
798   ) SS  
799 COUNTY OF COOK             )

800           I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
801   HEREBY CERTIFY that the above-named John Hendrickson is personally known to me to be the  
802   Executive Vice President – President, Midwest, and also personally known to me to be the same  
803   person whose name is subscribed to the foregoing instrument as such Executive Vice President –  
804   President, Midwest and respectively, and that he appeared before me this day in person and  
805   severally acknowledged that, as such Executive Vice President – President, Midwest, he signed  
806   and delivered the said instrument, pursuant to authority given by the limited partnership as his free  
807   and voluntary act, and as the free and voluntary act and deed of said Executive Vice President –  
808   President, Midwest of said limited liability company, for the uses and purposes therein set forth.

809           GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

810   Commission expires \_\_\_\_\_           \_\_\_\_\_

Notary Public

812  
813

**EXHIBIT A-1**

**Current Heritage Property Legal Description**

LOT 1 IN HERITAGE SQUARE, NAPERVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1992 AS DOCUMENT R92-143318, IN DUPAGE COUNTY, ILLINOIS;

EXCEPT THAT PART TAKEN FOR ROADWAY PURPOSES IN CASE NUMBER 12ED22 AND AS RECORDED BY COURT ORDER VESTING TITLE AS DOCUMENT R2016-90221, DESCRIBED AS FOLLOWS:

PARCEL A: BEGINNING AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST, BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, N.A.D. 83 (2007), ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 12.65 FEET; THENCE SOUTH 74 DEGREES 51 MINUTES 32 SECONDS EAST 122.80 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 83 DEGREES 14 MINUTES 39 SECONDS WEST ALONG SAID SOUTHERLY LINE 4.86 FEET TO AN ANGLE POINT; THENCE NORTH 89 DEGREES 08 MINUTES 32 SECONDS WEST ALONG SAID SOUTHERLY LINE 76.04 FEET TO AN ANGLE POINT; THENCE NORTH 63 DEGREES 27 MINUTES 32 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1; A DISTANCE OF 42.21 FEET TO THE POINT OF BEGINNING;

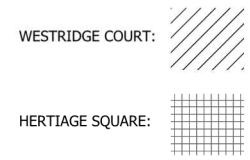
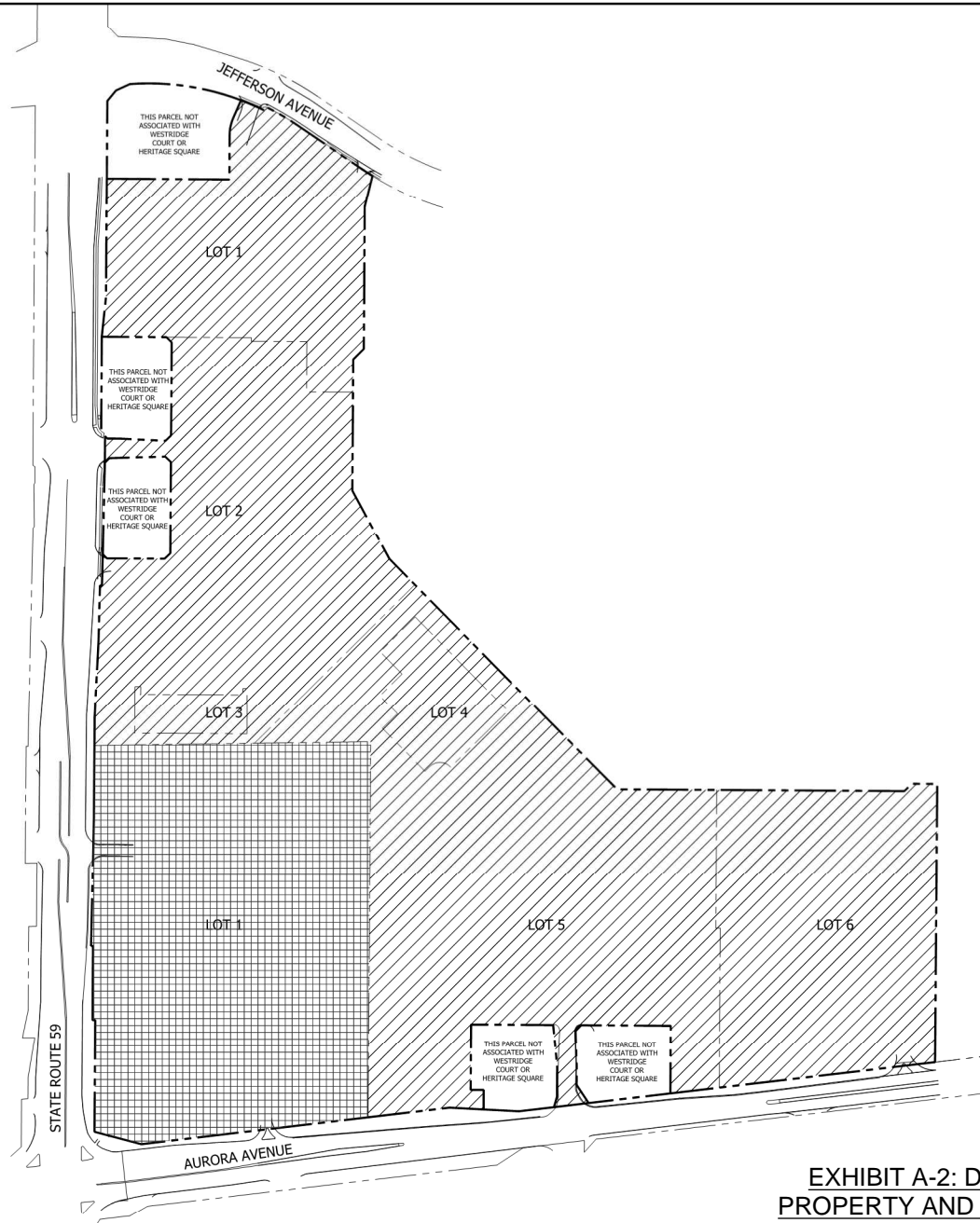
AND

PARCEL B: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 12 MINUTES 24 SECONDS EAST, BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, N.A.D. 83 (2007), ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 18.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST 187.88 FEET; THENCE SOUTH 01 DEGREES 13 MINUTES 43 SECONDS WEST 326.05 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 38 SECONDS EAST 5.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST 188.54 FEET TO AN EAST-WEST LINE IN THE WEST LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 39 MINUTES 00 SECONDS WEST ALONG SAID EAST-WEST LINE 18.00 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 702.11 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A-2**

**Depiction of Current Westridge Property and Current Heritage Property**

[attached]



**EXHIBIT A-2**

**EXHIBIT A-2: DEPICTION OF CURRENT HERITAGE PROPERTY AND CURRENT WESTRIDGE PROPERTY**



**EXHIBIT A-3**

**Current Westridge Property Legal Description**

LOTS 1 TO 6, INCLUSIVE, IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 2020 AS DOCUMENT R2020-075498 IN DUPAGE COUNTY, ILLINOIS

**EXHIBIT B**

**Project Depiction**

[attached]



PUD BOUNDARY

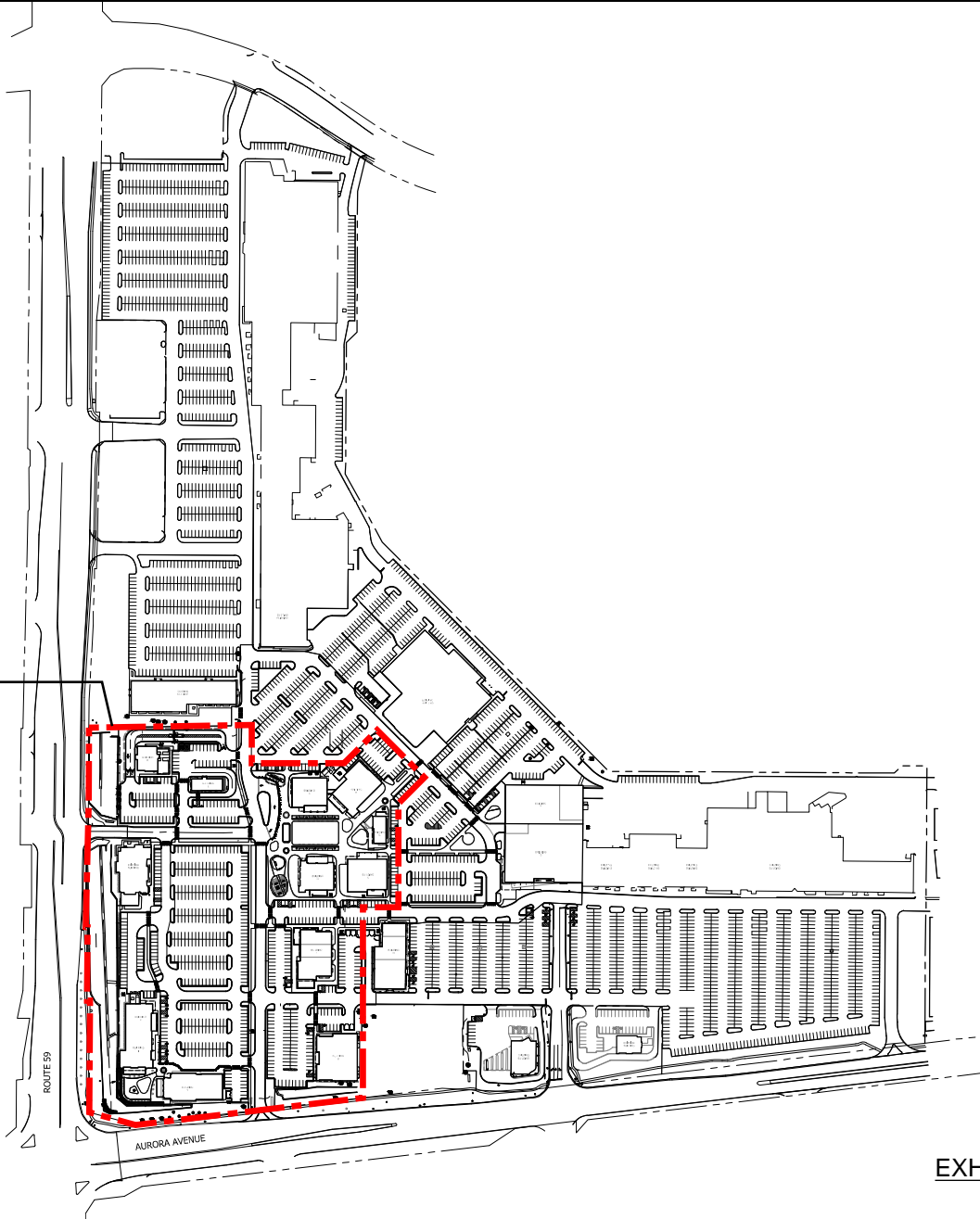


EXHIBIT B

EXHIBIT B: PROJECT IMPROVEMENTS



**EXHIBIT C**

**PUD Property and 2023 Westridge Property Depiction**

Refer to Exhibit B for PUD boundaries and new boundaries of Lot 5 within the Westridge Subdivision.

**EXHIBIT D-1**

**Total Developer Project Costs Description**

	<b>Estimated Cost*</b>
Soft Costs	\$ 2,640,000
City Electrical & Infrastructure Fees	\$ 2,090,000
Site Grading, Utilities, and Other Infrastructure	\$ 3,960,000
Site & Building Demolition	\$ 990,000
Landscape/Hardscape	\$ 3,960,000
Site, Building & Environmental Lighting	\$ 2,750,000
Community Gathering Furniture, Features & Amenities	\$ 2,750,000
Parkling Lot Improvements	\$ 2,860,000
Building Shell & Interior Improvements	\$ 30,470,000
<b>Total Project Costs</b>	<b>\$ 52,470,000</b>

\*The line item amounts are for reference only and actual individual line item costs may be greater or lesser depending on actual construction.

## **EXHIBIT D-2**

### **Tenant Improvement Costs Description**

The average tenant build out cost is \$850/sf and assumes at least 80,000 square feet of tenant build out. This covers hard costs (interior/exterior tenant improvements, finishes, FF&E, and signage) and soft costs (architecture, engineering, general conditions and permitting).

**EXHIBIT D-3**

**Business District Project Costs**

Project Description	Estimated Cost*
(a) Site & Building Demolition	\$ 1,800,000
(b) Site Utility Installation (Water, Stormwater, Sanitary Sewer, etc.)	\$ 3,000,000
(c) Hardscape (Connective Pathways & Walkways)	\$ 3,300,000
(d) Landscaping	\$ 1,000,000
(e) Site, Building & Environmental Lighting	\$ 3,000,000
(f) Community Gathering Furniture, Features & Amenities	\$ 1,300,000
Total Amount	\$ 13,400,000

\*The line item amounts are for reference only and actual individual line item costs may be greater or lesser depending on actual construction. Notwithstanding, the City's maximum reimbursement obligation shall not exceed \$13,400,000 exclusive of interest accruing on the note.

**EXHIBIT E-1**

**Business District Legal Description**

LOTS 4 TO 6, INCLUSIVE, IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 2020 AS DOCUMENT R2020-075498 IN DUPAGE COUNTY, ILLINOIS;

TOGETHER WITH

LOT 1 IN HERITAGE SQUARE, NAPERVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1992 AS DOCUMENT R92-143318, IN DUPAGE COUNTY, ILLINOIS;

EXCEPT THAT PART TAKEN FOR ROADWAY PURPOSES IN CASE NUMBER 12ED22 AND AS RECORDED BY COURT ORDER VESTING TITLE AS DOCUMENT R2016-90221, DESCRIBED AS FOLLOWS:

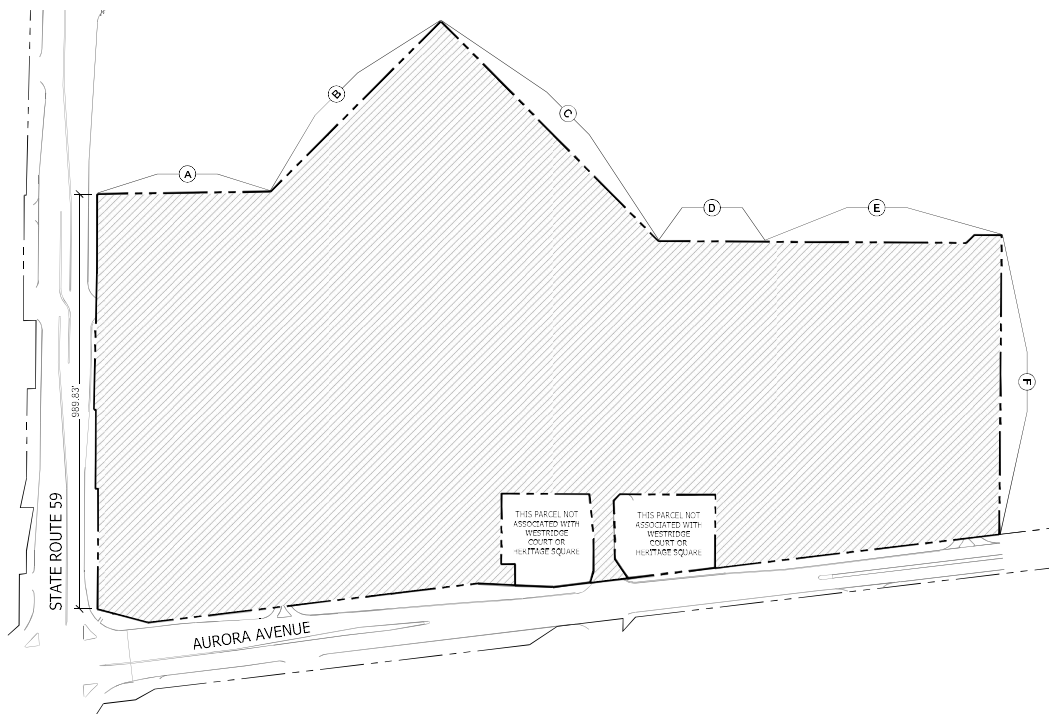
PARCEL A: BEGINNING AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST, BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, N.A.D. 83 (2007), ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 12.65 FEET; THENCE SOUTH 74 DEGREES 51 MINUTES 32 SECONDS EAST 122.80 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 83 DEGREES 14 MINUTES 39 SECONDS WEST ALONG SAID SOUTHERLY LINE 4.86 FEET TO AN ANGLE POINT; THENCE NORTH 89 DEGREES 08 MINUTES 32 SECONDS WEST ALONG SAID SOUTHERLY LINE 76.04 FEET TO AN ANGLE POINT; THENCE NORTH 63 DEGREES 27 MINUTES 32 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1; A DISTANCE OF 42.21 FEET TO THE POINT OF BEGINNING;

AND

PARCEL B: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 12 MINUTES 24 SECONDS EAST, BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, N.A.D. 83 (2007), ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 18.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST 187.88 FEET; THENCE SOUTH 01 DEGREES 13 MINUTES 43 SECONDS WEST 326.05 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 38 SECONDS EAST 5.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST 188.54 FEET TO AN EAST-WEST LINE IN THE WEST LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 39 MINUTES 00 SECONDS WEST ALONG SAID EAST-WEST LINE 18.00 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 702.11 FEET TO THE POINT OF BEGINNING.

**EXHIBIT E-2**  
**Business District Map**

[attached]



**LEGEND:**

- = BUSINESS DISTRICT PROPERTY LINE
- (A) = PARTIAL NORTH LINE OF LOT 1 IN HERITAGE SQUARE, NAPERVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1992 AS DOCUMENT R89-143318, IN DUPAGE COUNTY, ILLINOIS.
  - (B) = NORTHWEST LINE OF LOT 5 IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 2020 AS DOCUMENT R2020-075498 IN DUPAGE COUNTY, ILLINOIS.
  - (C) = NORTHEAST LINE OF LOT 5 IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 2020 AS DOCUMENT R2020-075498 IN DUPAGE COUNTY, ILLINOIS.
  - (D) = NORTH LINE OF LOT 5 IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 2020 AS DOCUMENT R2020-075498 IN DUPAGE COUNTY, ILLINOIS.
  - (E) = NORTH LINE OF LOT 6 IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 2020 AS DOCUMENT R2020-075498 IN DUPAGE COUNTY, ILLINOIS.
  - (F) = EAST LINE OF LOT 6 IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 2020 AS DOCUMENT R2020-075498 IN DUPAGE COUNTY, ILLINOIS.

NOTE: 'A' THRU 'F' ARE FOR REFERENCE ONLY.

**NELSON**

Nelco Architecture, Inc.  
a licensed affiliate  
Illinois Design Firm Registration Number: 184009435  
39 West Monroe Street - Suite 200  
Chicago, IL 60601-2409  
Phone: (312) 263-8000  
(312) 278-4340  
Web: Dale  
T: 215.825.6620 E: vduet@nelsonww.com

**Client**  
Brixmor Property Group  
Andrew Balzer  
8200 W. Bryn Mawr Avenue, Ste. 10005  
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**Legal**  
Dykema  
Andrew Scott  
10 S. Wacker Drive, Ste. 2300  
Chicago, IL 60606  
T: 312.467.8525 E: apscott@dykema.com

Consultant:			
Description	No.	By	Date
PROPERTY LINES (A-F)	1	A	11/14/2020

**BRIXMOR**  
Property Group

Client:  
Block 59  
404 S. State Route 59  
Naperville, IL 60510  
Project Title & Address:

**BUSINESS DISTRICT BOUNDARY MAP**

Sheet Title:

Scale:  
Proj. No. 21.0004660.000 Approved By: VPS

Sheet Number: **C1.0**

All information shown on this map is derived from the most current available information. The project manager shall be notified in writing of any inaccuracies or omissions to the project manager. A national geodetic datum is used in this map. UTM Zone 18N datum is used.

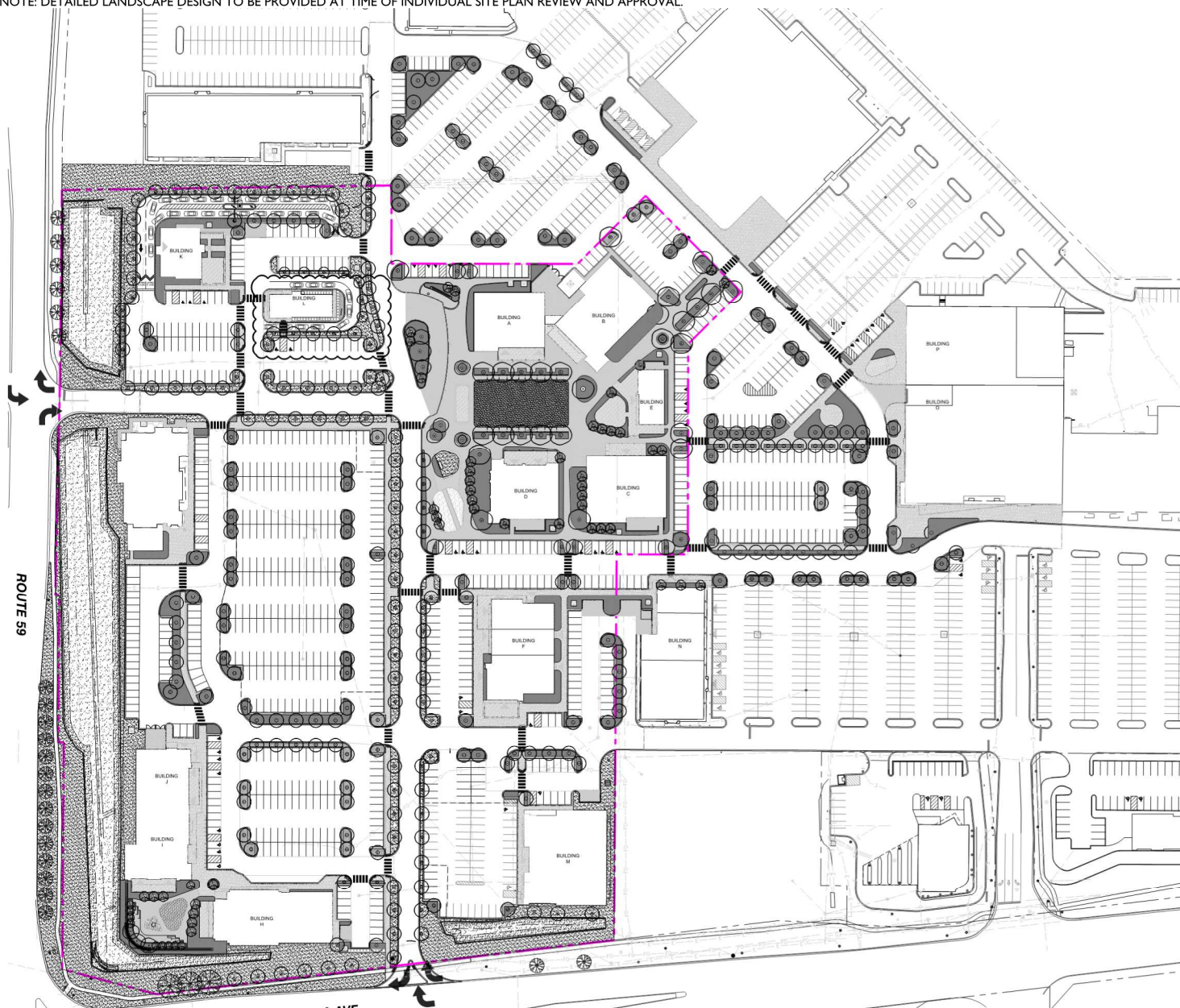


**EXHIBIT F**

**Project Plans, Project PUD, and Preliminary Plat**

[attached]

NOTE: DETAILED LANDSCAPE DESIGN TO BE PROVIDED AT TIME OF INDIVIDUAL SITE PLAN REVIEW AND APPROVAL.



**PLANTING LEGEND**

- DECIDUOUS TREE
- ORNAMENTAL TREE
- EXISTING TREE
- SHRUBS
- LANDSCAPE AREA:  
50% DECIDUOUS SHRUBS  
25% EVERGREEN SHRUBS  
25% PERENNIALS, ORNAMENTAL  
GRASSES & GROUNDCOVERS
- SODDED LAWN

**LIGHTING LEGEND**

- PARKING LOT LIGHT
- PEDESTRIAN HEIGHT LIGHT
- BOLLARD LIGHT
- LED STRIP LIGHT
- TREE UPLIGHT

**PLANTING NOTES**

1. ALL PLANTING AREAS TO RECEIVE AUTOMATIC IRRIGATION SYSTEM. SEE IRRIGATION PLAN
2. PROVIDE 1 YEAR WARRANTY ON ALL PLANTING
3. PROVIDE JUTE MESH EROSION CONTROL BLANKET STAPLED IN PLACE FOR ALL PLANTING AREAS WITH GRADES 3:1 OR GREATER
4. ALL PLANTING SHALL RECEIVE 2" LAYER OF SHREDDED HARDWOOD MULCH
5. ORNAMENTAL GRASS, PERENNIAL, AND BULB INTERPLANTING LAYOUT TO BE FIELD-DIRECTED BY LANDSCAPE ARCHITECT. PLAN SHALL TAKE PRECEDENCE SHOULD ANY DISCREPANCIES EXIST BETWEEN PLAN AND PLANT LIST.
6. UPON AUTHORIZATION TO PROCEED WITH THE WORK, A SCHEDULE INDICATING THE DATES OF EACH OF THE FOLLOWING ITEMS SHALL BE PREPARED BY THE TRADE A. CONTRACTOR AND SUBMITTED TO THE LANDSCAPE ARCHITECT B. TAGGING OF PLANT MATERIAL IN NURSERIES C. STAKING OF PLANT LOCATING ON SITE D. DELIVERY OF PLANT MATERIAL ON SITE E. PLANTING SCHEDULE.

**NELSON**

Neko Architecture, Inc.  
a licensed affiliate  
Illinois Design Firm Registration Number: 184003435  
30 West Monroe Street - Suite 200  
Chicago, IL 60603-2409  
Phone: (312) 276-6605  
(312) 276-4340  
Vince Duet  
T: 312.925.6620 E: vduet@nelsonsw.com

**Client**  
Brixmor Property Group  
Andrew Balzer  
8700 W. Bryn Mawr Avenue, Ste. 1000S  
Chicago, IL 60631  
T: 874.272.9800 E: andrew.balzer@brixmor.com

**Landscape Architect**  
Craig Soncrant  
307 N. Michigan Avenue, Ste. 601  
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**MEP Engineer**  
The Engineering Studio (184-003901)  
Chris Rohan  
701 Lee Street, Unit 510  
Des Plaines, IL 60018  
T: 847.795.8810 E: crohane@engineeringstudio.com

**Structural Engineer**  
TGRWA Structural Engineers (184002622-0003)  
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**Civil**  
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200 W. Monroe Street, Site. 1750  
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T: 847.850.8007 E: scott.diglio@rtmec.com

**Legal**  
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T: 312.627.8325 E: aspcott@dykema.com

**Environmental Graphics**  
Selbert Perkins Design  
Chris Wong  
2 N. Riverside Plaza, Ste. 1475  
Chicago, IL 60606  
T: 312.876.1839 E: cwong@selbertperkins.com

Consultant:			
Description	Rev.	By:	Date:
ISSUE FOR PRELIMINARY APPROVAL	0	CONF	07.13.2022
REVISION PER CITY	1	CONF	10.20.2022
REVISION PER CITY	2	CONF	11.14.2022
REVISION PER 962 MEETINGS	3	CONF	02.24.2023

Description	Rev.	By:	Date:

**BRIXMOR**  
Property Group

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

**OVERALL LANDSCAPE PLAN**

Sheet Title:

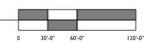


Scale:  
Proj. No.: 21.0004900.000 Approved By: VPD

**L-200**

Sheet Number:  
ALL DIMENSIONS AND CONDITIONS MUST BE CHECKED AND VERIFIED ON SITE BY THE CONTRACTOR AND SUB-CONTRACTORS PRIOR TO PROCEEDING WITH WORK. THE DESIGN PROFESSIONAL SHALL BE NOTIFIED BY WRITING AND JOB COSTUMER SHALL BE NOTIFIED IMMEDIATELY BY THE WORK.  
© NELSON WORLDWIDE, LLC 2023 ALL RIGHTS RESERVED

OVERALL LANDSCAPE PLAN  
SCALE: 1:60





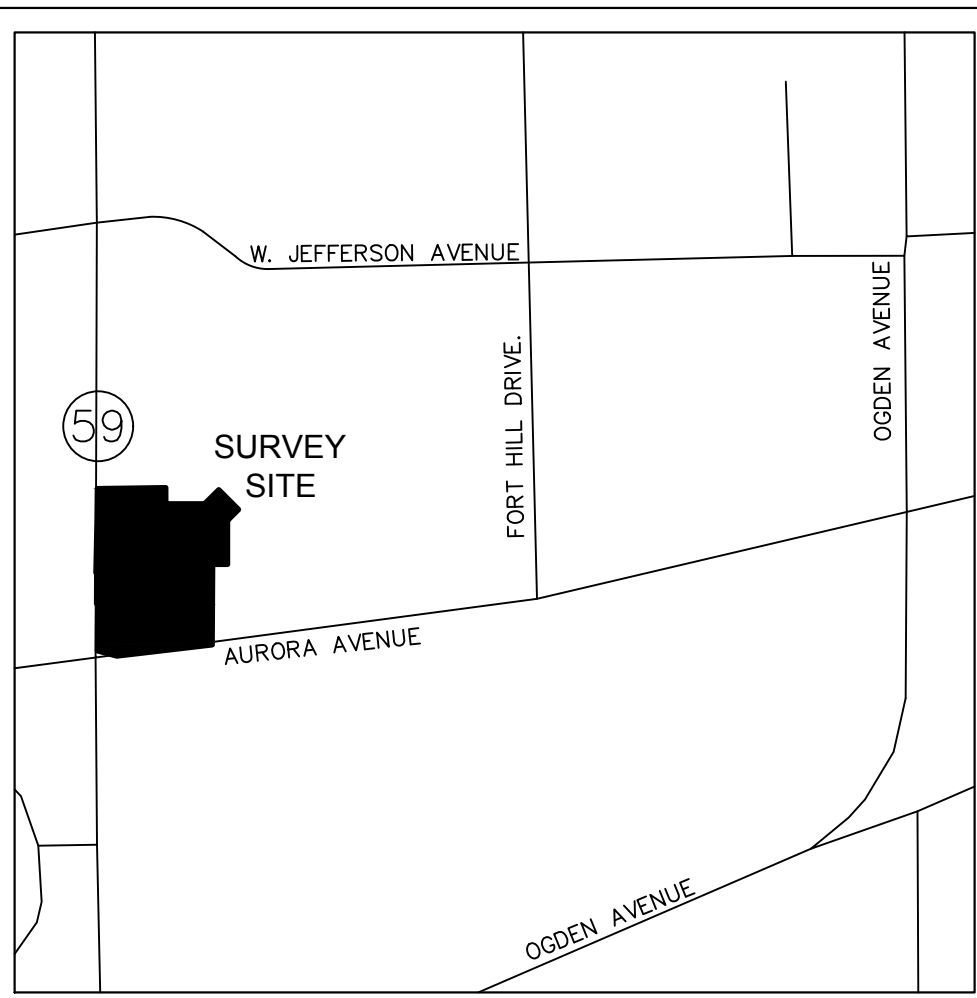
PRELIMINARY PLANNED UNIT DEVELOPMENT PLAT  
**BLOCK 59**

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

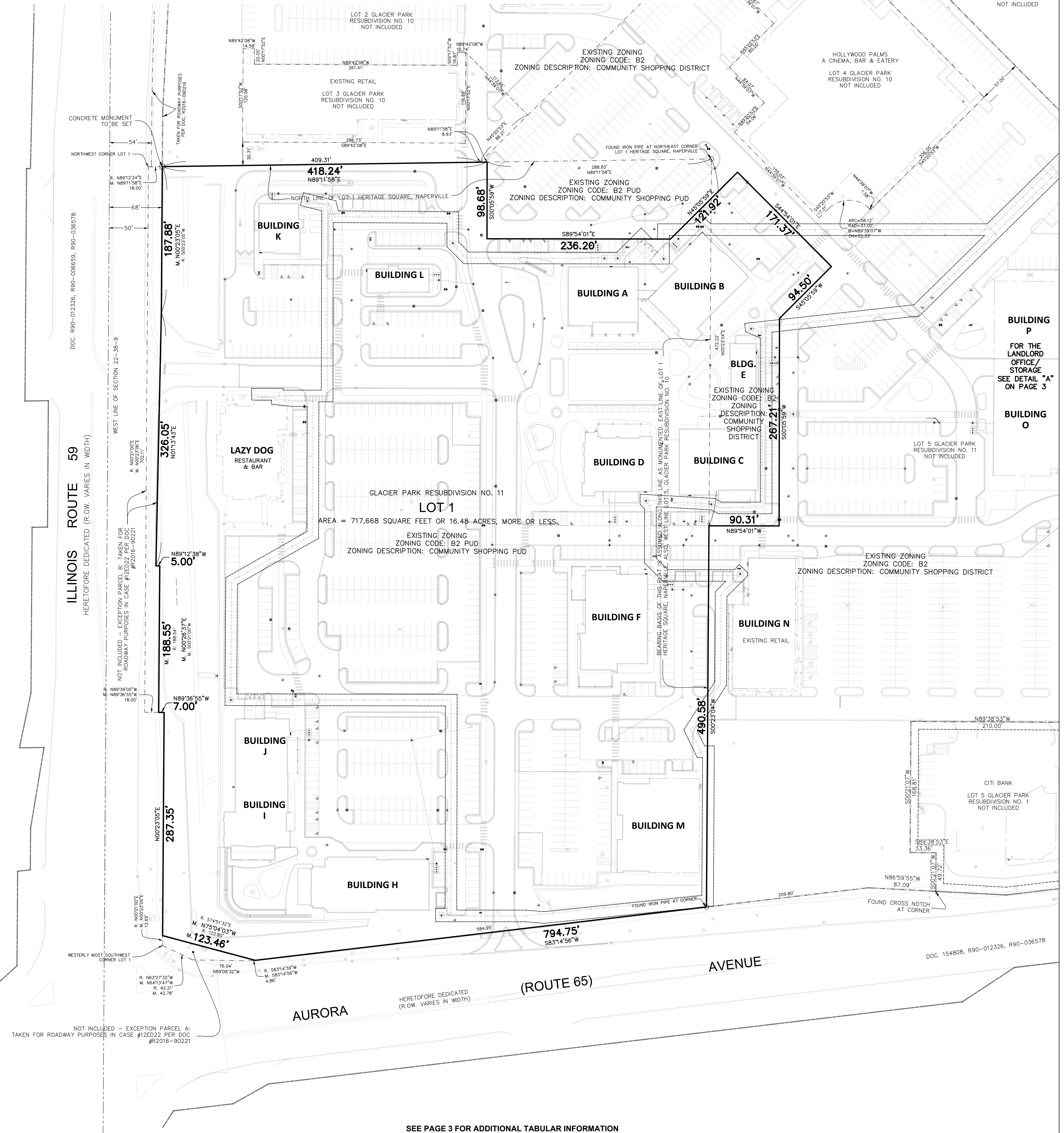
PIN:  
07-22-102-022  
07-22-102-033

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:  
NAME: NAPERVILLE CITY CLERK  
ADDRESS: 400 S. EAGLE STREET  
NAPERVILLE, IL 60540

- SUBDIVISIONS REFERENCED ON THIS PLAT:
1. GLACIER PARK RESUBDIVISION NO. 1, RECORDED MARCH 28, 1990 AS DOCUMENT R90-036578
  2. HERITAGE SQUARE, NAPERVILLE, RECORDED JULY 28, 1992 AS DOCUMENT R92-143318
  3. JEFFERSON AVENUE SUBDIVISION, RECORDED APRIL 20, 1999 AS DOCUMENT R99-89740
  4. GLACIER PARK RESUBDIVISION NO. 10, RECORDED JULY 16, 2020 AS DOCUMENT R2020-075498
  5. GLACIER PARK RESUBDIVISION NO. 11, RECORDED \_\_\_\_\_ AS DOCUMENT \_\_\_\_\_



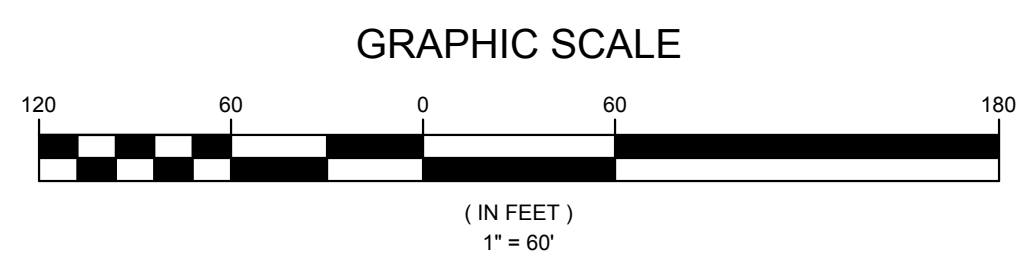
LOCATION MAP  
NO SCALE



SEE PAGE 3 FOR ADDITIONAL TABULAR INFORMATION

**SURVEYOR'S NOTES:**

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



**CONTACT INFORMATION**

**OWNER**  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**CONTACT INFORMATION**  
**LAND SURVEYOR**  
NAME: GREMLEY & BIEDERMANN  
ADDRESS: 4505 N ELSTON AVE, CHICAGO IL 60630  
TELEPHONE: 773-685-5102  
EMAIL: INFO@PLCS-SURVEY.COM

- LEGEND:**
- IRON PIPE
  - ⊕ CUT CROSS
  - CONCRETE MONUMENT
- ABBREVIATIONS:**
- R = RECORD
  - M = MEASURED
  - RAD = RADIUS
  - B = CHORD BEARING
  - CH = CHORD DISTANCE

ORDERED BY: RTM ENGINEERING CONSULTANTS LLC	CHECKED: RJT
ADDRESS: BLOCK 59 (BRIKXOR'S HERITAGE SQUARE)	DRAWN: _____
<b>GREMLEY &amp; BIEDERMANN</b>	
PLCS CORPORATION LICENSE NO. 184-055132 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM	
ORDER NO. 2022-30271-002	DATE: JULY 29, 2022
SCALE: 1" INCH = 60 FEET	PAGE NO. 1 OF 3

G:\CAD\2022\2022-30271\2022-30271-002\_PUD.dwg

PRELIMINARY PLAT OF SUBDIVISION  
**BLOCK 59**

BEING A SUBDIVISION IN SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN:  
07-22-102-022  
07-22-102-033

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:  
NAME: NAPERVILLE CITY CLERK  
ADDRESS: 400 S. EAGLE STREET  
NAPERVILLE, IL 60540

- SUBDIVISIONS REFERENCED ON THIS PLAT:
1. GLACIER PARK RESUBDIVISION NO. 1, RECORDED MARCH 28, 1990 AS DOCUMENT R90-036578
  2. HERITAGE SQUARE, NAPERVILLE, RECORDED JULY 28, 1992 AS DOCUMENT R92-143318
  3. JEFFERSON AVENUE SUBDIVISION, RECORDED APRIL 20, 1999 AS DOCUMENT R99-89740
  4. GLACIER PARK RESUBDIVISION NO. 10, RECORDED JULY 16, 2020 AS DOCUMENT R2020-075498

CONTACT INFORMATION

**OWNER**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

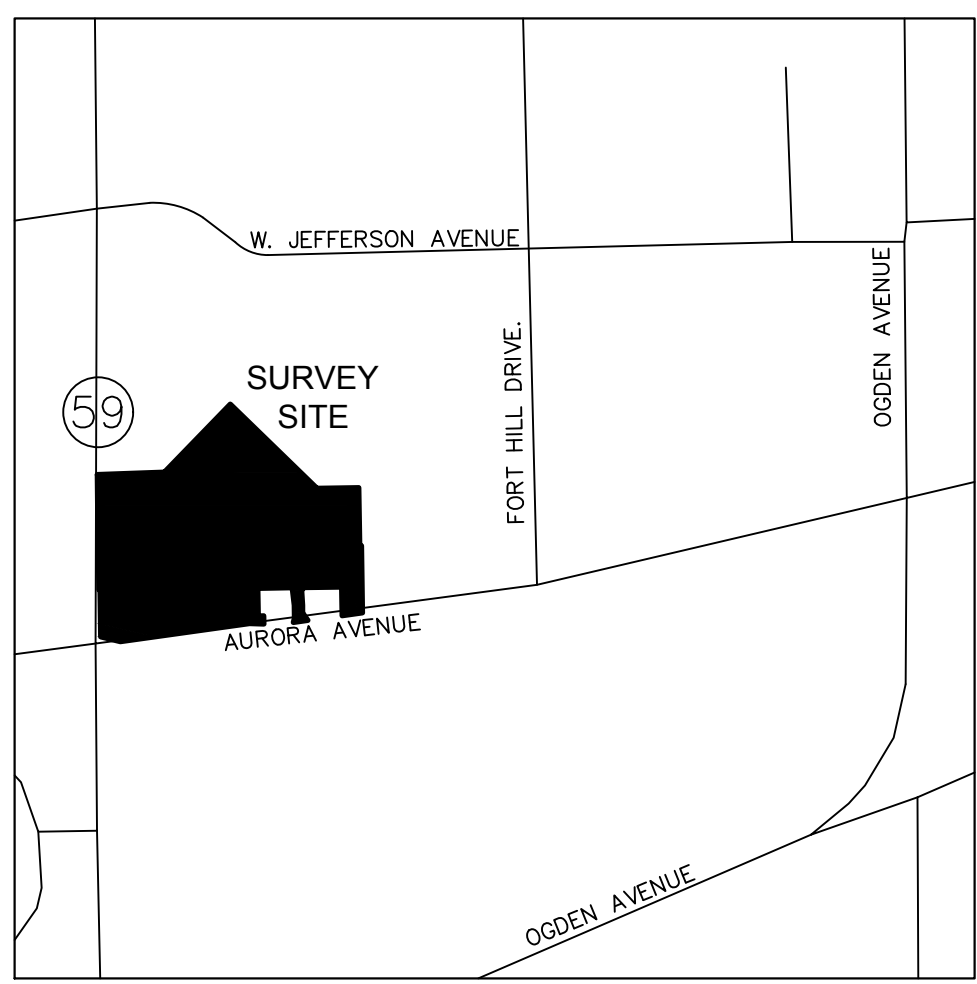
**LAND SURVEYOR**

NAME: GREMLEY & BIEDERMANN

ADDRESS: 4505 N ELSTON AVE, CHICAGO IL 60630

TELEPHONE: 773-685-5102

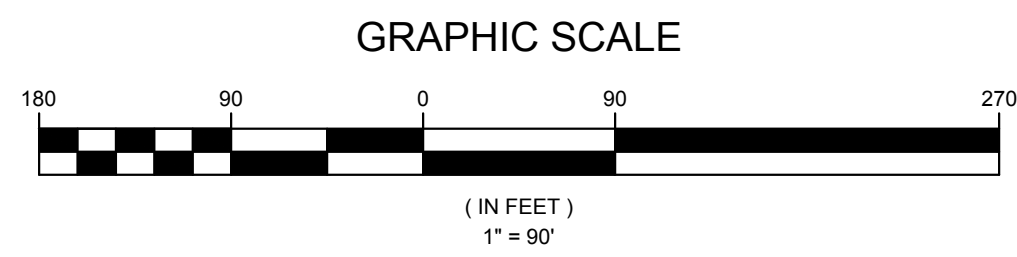
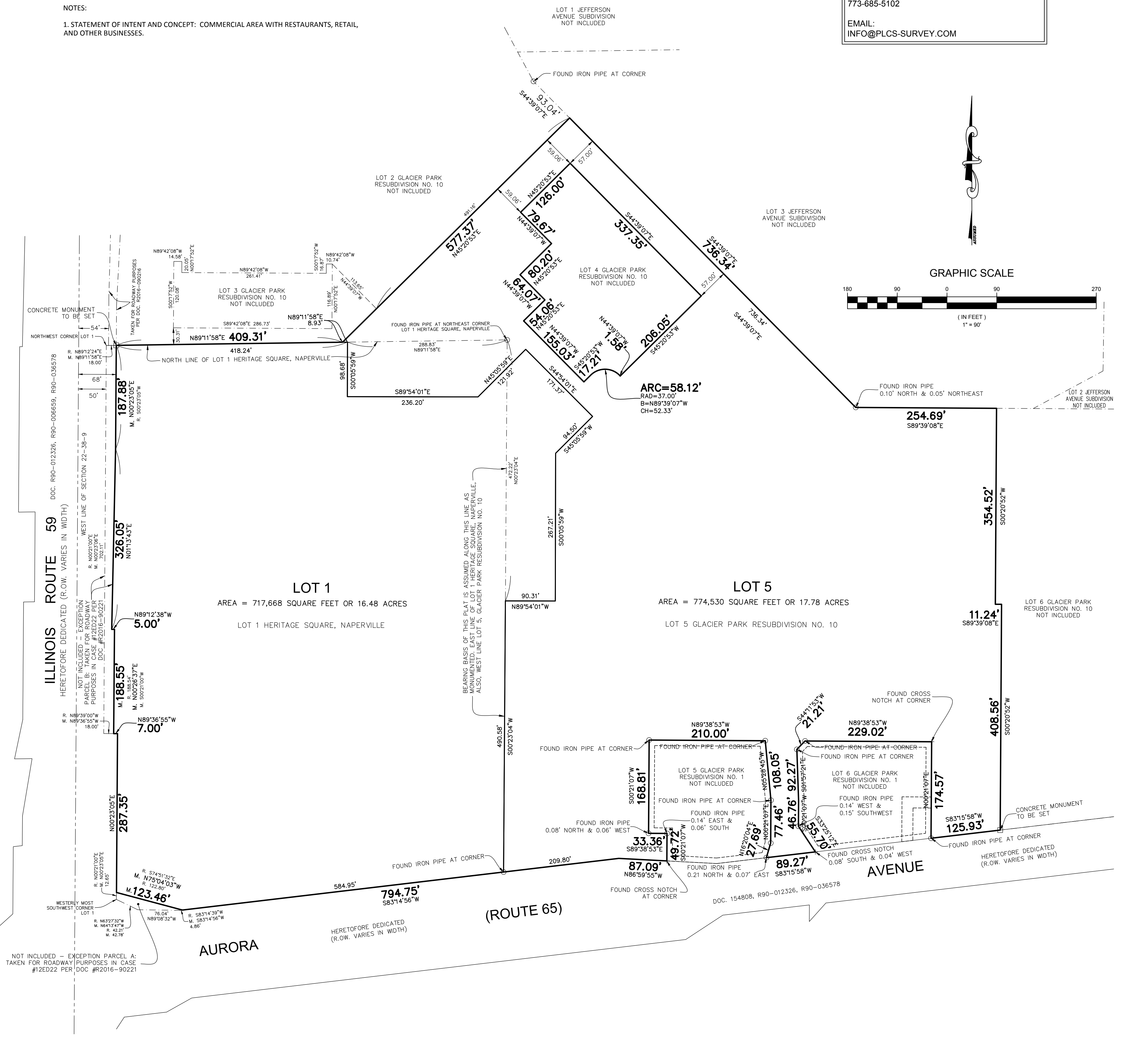
EMAIL: INFO@PLCS-SURVEY.COM



LOCATION MAP  
NO SCALE

- SURVEYOR'S NOTES:
1. SEE PAGE 2 FOR EXISTING EASEMENTS.
  2. ONLY LOT 1 AND LOT 5 ARE BEING CREATED BY THIS PLAT OF SUBDIVISION.
  3. NO NEW STREETS OR RIGHTS OF WAY ARE BEING CREATED BY THIS PLAT OF SUBDIVISION.
  4. MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDATION.
  5. IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION UNLESS OTHERWISE INDICATED OR NOTED HEREON.
  6. NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.
  7. ALL DIMENSIONS ARE MEASURED UNLESS NOTED OTHERWISE.

- NOTES:
1. STATEMENT OF INTENT AND CONCEPT: COMMERCIAL AREA WITH RESTAURANTS, RETAIL, AND OTHER BUSINESSES.



**PRELIMINARY  
DO NOT RECORD**

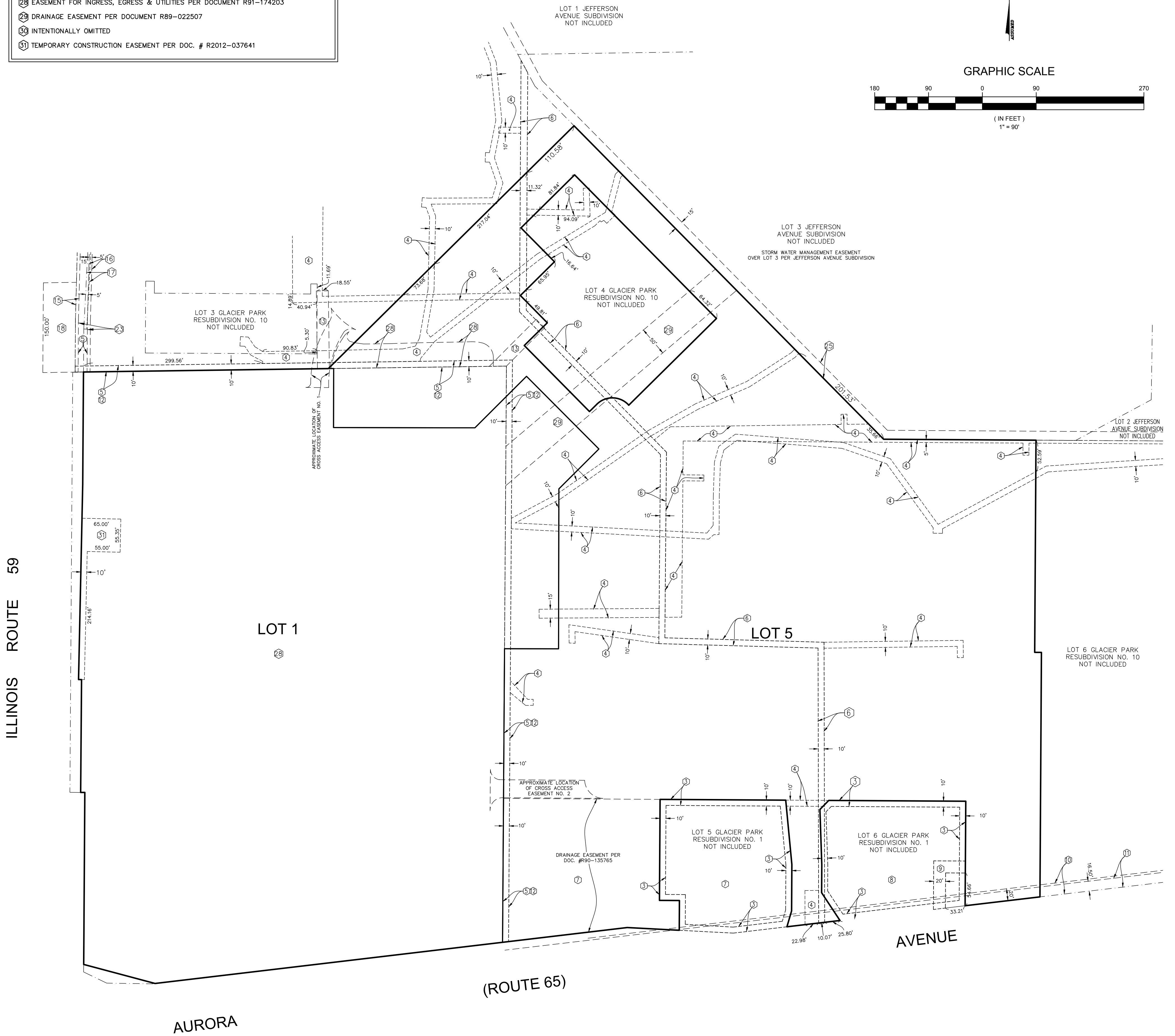
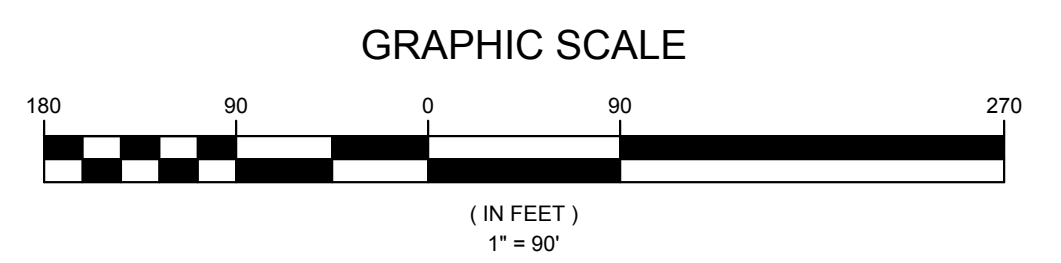
NOTE: EXISTING SETBACK LINES OVER LOT 1 IN HERITAGE SQUARE, NAPERVILLE, ARE HEREBY ABROGATED.

- LEGEND:
- IRON PIPE
  - + CUT CROSS
  - CONCRETE MONUMENT
- ABBREVIATIONS:
- R = RECORD
  - M = MEASURED
  - RAD = RADIUS
  - B = CHORD BEARING
  - CH = CHORD DISTANCE

ORDERED BY: RTM ENGINEERING CONSULTANTS LLC	CHECKED: DRAWN
ADDRESS: BLOCK 59 (BRIKIMOR'S HERITAGE SQUARE)	RJT
<b>GREMLEY &amp; BIEDERMANN</b>	
PLCS CORPORATION LICENSE NO. 184-05532 PROFESSIONAL LAND SURVEYOR 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM	
ORDER NO. <b>2022-30271-001</b>	DATE: JULY 25, 2022
SCALE: 1 INCH = 90 FEET	PAGE NO. <b>1 OF 3</b>

PRELIMINARY PLAT OF SUBDIVISION  
**BLOCK 59**  
 EXISTING EASEMENTS

- ① INTENTIONALLY OMITTED
- ② INTENTIONALLY OMITTED
- ③ LANDSCAPE EASEMENT PER DOCUMENT R90-036578
- ④ EASEMENT FOR PUBLIC UTILITIES & DRAINAGE PER DOCUMENT R90-036577
- ⑤ PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOCUMENT R90-036578
- ⑥ WATERMAIN EASEMENT PER DOCUMENT R90-012326
- ⑦ COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL RIGHTS AGREEMENT PER DOCUMENT R90-135766
- ⑧ COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL RIGHTS AGREEMENT PER DOCUMENT R92-189564
- ⑨ GRANT OF UNDERGROUND ELECTRICAL EASEMENT PER DOCUMENT R92-208232
- ⑩ EASEMENT PER DOCUMENT R88-002406
- ⑪ EASEMENT PER DOCUMENT R88-002406 & EASEMENT AGREEMENT DOCUMENT R65-7301
- ⑫ EASEMENT FOR NICOR PER DOCUMENT R90-060494
- ⑬ EASEMENT FOR WATER LINES & MAINS PER FIDELITY NATIONAL TITLE COMMITMENT FCH1600213J1 DATED MARCH 14, 2019
- ⑭ INTENTIONALLY OMITTED
- ⑮ 5 FT. COMMONWEALTH EDISON EASEMENT PER DOCUMENT R90-006659
- ⑯ 5 FT. NORTHERN ILLINOIS GAS EASEMENT PER DOCUMENT R89-145100 & R89-145099
- ⑰ 5 FT. TEMPORARY CONSTRUCTION EASEMENT PER DOCUMENT R2016-090216
- ⑱ COM ED EASEMENT PER DOCUMENT R73-63291
- ⑲ TO ⑳ ARE INTENTIONALLY OMITTED
- ㉑ 15 FT. PUBLIC UTILITIES & DRAINAGE EASEMENT PER DOC. R90-012326
- ㉒ INTENTIONALLY OMITTED
- ㉓ PUBLIC UTILITY & LANDSCAPE EASEMENT PER DOCUMENT R89-022513
- ㉔ INTENTIONALLY OMITTED
- ㉕ INTENTIONALLY OMITTED
- ㉖ EASEMENT FOR INGRESS, EGRESS & UTILITIES PER DOCUMENT R91-174203
- ㉗ DRAINAGE EASEMENT PER DOCUMENT R89-022507
- ㉘ INTENTIONALLY OMITTED
- ㉙ TEMPORARY CONSTRUCTION EASEMENT PER DOC. # R2012-037641



NOTE: VARIOUS EASEMENTS TO BE VACATED AND NEW EASEMENTS TO BE SHOWN PRIOR TO THE RECORDING OF THIS PLAT. PUBLIC UTILITY EASEMENTS SHALL BE FINALIZED DURING FINAL DESIGN. EXISTING AND PROPOSED UTILITY EASEMENTS WILL BE A MINIMUM OF 15' WIDE PER CITY OF NAPERVILLE STANDARDS. NEW EASEMENTS WILL ALSO INCLUDE A 10' PERIMETER PUBLIC UTILITY EASEMENT.

**PRELIMINARY  
DO NOT RECORD**

ORDERED BY: RTM ENGINEERING CONSULTANTS LLC	CHECKED: RJT
ADDRESS: BLOCK 59 (BRIKIMOR'S HERITAGE SQUARE)	DRAWN: RJT
P.L.C.S. CORPORATION LICENSE NO. 184-025532 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM	

ORDER NO. <b>2022-30271-001</b>	DATE JULY 25, 2022	PAGE NO. 2 OF 3
SCALE 1 INCH = 90 FEET		



PRELIMINARY PLAT OF SUBDIVISION  
**BLOCK 59**

OWNER'S CERTIFICATE  
(BRIXMOR HERITAGE SQUARE LLC)

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

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

DATED AT \_\_\_\_\_, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
CITY DATE MONTH

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
SIGNATURE SIGNATURE

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PRINT TITLE PRINT TITLE

NOTARY'S CERTIFICATE

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

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY  
PRINT NAME  
IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_  
PRINT NAME  
\_\_\_\_\_, AND \_\_\_\_\_, PRINT NAME  
\_\_\_\_\_, TITLE \_\_\_\_\_, AND \_\_\_\_\_, TITLE \_\_\_\_\_

OF SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH \_\_\_\_\_ AND \_\_\_\_\_ RESPECTFULLY, APPEARED

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS

\_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_,  
DATE MONTH

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
PRINT NAME

MY COMMISSION EXPIRES ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
DATE MONTH

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF DU PAGE )

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS, AT A MEETING HELD

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
MAYOR CITY CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF DU PAGE )

APPROVED BY THE CITY OF NAPERVILLE PLAN COMMISSION

AT A MEETING HELD THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
CHAIRMAN SECRETARY

CITY TREASURER'S CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF DU PAGE )

I, TREASURER FOR THE CITY OF NAPERVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.

DATED AT NAPERVILLE, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
CITY TREASURER / DIRECTOR, FINANCE DEPARTMENT

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS )  
) SS  
COUNTY OF DU PAGE )

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:

- THAT \_\_\_\_\_ IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO THE CITY OF NAPERVILLE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE; AND
- TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:

INDIAN PRAIRIE SCHOOL DISTRICT 204  
780 SHORELINE DRIVE  
AURORA, IL 60504

OWNER NAME: \_\_\_\_\_

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_

ITS: \_\_\_\_\_ ITS: \_\_\_\_\_

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS

\_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_,  
DATE MONTH

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
PRINT NAME

MY COMMISSION EXPIRES ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
DATE MONTH

OWNER'S CERTIFICATE  
(BRIXMOR HOLDINGS 6 SPE, LLC)

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

THIS IS TO CERTIFY THAT BRIXMOR HOLDINGS 6 SPE, LLC, IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER, HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON, FOAR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT \_\_\_\_\_, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
CITY DATE MONTH

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
SIGNATURE SIGNATURE

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PRINT TITLE PRINT TITLE

NOTARY'S CERTIFICATE

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

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY  
PRINT NAME  
IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_  
PRINT NAME  
\_\_\_\_\_, AND \_\_\_\_\_, PRINT NAME  
\_\_\_\_\_, TITLE \_\_\_\_\_, AND \_\_\_\_\_, TITLE \_\_\_\_\_

OF SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH \_\_\_\_\_ AND \_\_\_\_\_ RESPECTFULLY, APPEARED

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS

\_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_,  
DATE MONTH

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
PRINT NAME

MY COMMISSION EXPIRES ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
DATE MONTH

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF DU PAGE )

THIS INSTRUMENT \_\_\_\_\_, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

\_\_\_\_\_  
RECORDER OF DEEDS

DU PAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF DU PAGE )

I, \_\_\_\_\_, COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I, FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON,

ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
COUNTY CLERK

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF NAPERVILLE, ILLINOIS ("CITY") AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY, OR OTHERWISE AUTHORIZED BY THE CITY, INCLUDING BUT NOT LIMITED TO ILLINOIS BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, NICOR GAS COMPANY, AND THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER AND THROUGH ALL OF THE AREAS MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR ("PU&DE") ON THE PLAT FOR THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNAE TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCHBASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF NAPERVILLE. EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF NAPERVILLE AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING BUT NOT LIMITED TO, WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE. THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON, OVER, ALONG AND ACROSS THE PROPERTY DESCRIBED HEREIN FOR THE LIMITED PURPOSE OF READING, EXAMINING, INSPECTING, INSTALLING, OPERATING, MAINTAINING, EXCHANGING, REMOVING, REPAIRING, TESTING, AND/OR REPLACING CITY OWNED UTILITY EQUIPMENT AND METERS WHICH SERVE SAID PROPERTY, INCLUDING NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

DUPAGE COUNTY ENGINEER CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF DU PAGE )

APPROVED BY THE DU PAGE COUNTY DIVISION OF TRANSPORTATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
COUNTY ENGINEER

SURFACE WATER STATEMENT

STATE OF ILLINOIS )  
) SS  
COUNTY OF DU PAGE )

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
ILLINOIS REGISTERED PROFESSIONAL ENGINEER

\_\_\_\_\_  
STATE REGISTRATION NUMBER

\_\_\_\_\_  
REGISTRATION EXPIRATION / RENEWAL DATE

OWNER COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
SIGNATURE SIGNATURE

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PRINT TITLE PRINT TITLE

SURVEYORS CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, ROBERT G. BIEDERMANN A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED:

LOT 5 IN GLACIER PARK RESUBDIVISION NO. 10, BEING A SUBDIVISION IN SECTION 15 AND SECTION 22, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 2020 AS DOCUMENT R2020-075498 IN DUPAGE COUNTY, ILLINOIS;

TOGETHER WITH

LOT 1 IN HERITAGE SQUARE, NAPERVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1992 AS DOCUMENT R92-143318, IN DUPAGE COUNTY, ILLINOIS;

EXCEPT THAT PART TAKEN FOR ROADWAY PURPOSES IN CASE NUMBER 12ED22 AND AS RECORDED BY COURT ORDER VESTING TITLE AS DOCUMENT R2016-90221, DESCRIBED AS FOLLOWS:

PARCEL A: BEGINNING AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST, BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, N.A.D. 83 (2007), ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 12.65 FEET; THENCE SOUTH 74 DEGREES 51 MINUTES 32 SECONDS EAST 122.80 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 83 DEGREES 14 MINUTES 39 SECONDS WEST ALONG SAID SOUTHERLY LINE 4.86 FEET TO AN ANGLE POINT; THENCE NORTH 89 DEGREES 08 MINUTES 32 SECONDS WEST ALONG SAID SOUTHERLY LINE 76.04 FEET TO AN ANGLE POINT; THENCE NORTH 63 DEGREES 27 MINUTES 32 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1; A DISTANCE OF 42.21 FEET TO THE POINT OF BEGINNING;

AND

PARCEL B: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 12 MINUTES 24 SECONDS EAST, BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, N.A.D. 83 (2007), ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 18.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST 187.88 FEET; THENCE SOUTH 01 DEGREES 13 MINUTES 43 SECONDS WEST 326.05 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 38 SECONDS EAST 5.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST 188.54 FEET TO AN EAST-WEST LINE IN THE WEST LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 39 MINUTES 00 SECONDS WEST ALONG SAID EAST-WEST LINE 18.00 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 702.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,492,198 SQUARE FEET OR 32.26 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF NAPERVILLE, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

I FURTHER CERTIFY THAT ALL OF THE PROPERTY APPEARS IN "OTHER AREAS" ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP DUPAGE COUNTY, ILLINOIS, MAP NO. 1702130011C, EFFECTIVE DATE MAY 18, 1992.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON \_\_\_\_\_.

SIGNED ON \_\_\_\_\_.

BY: \_\_\_\_\_

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2802  
MY LICENSE EXPIRES NOVEMBER 30, 2020

**PRELIMINARY  
DO NOT RECORD**

ORDERED BY: RTM ENGINEERING CONSULTANTS LLC	CHECKED: DRAWN	
ADDRESS: BLOCK 59 (BRIXMOR'S HERITAGE SQUARE)	RJT	
<b>GREMLEY &amp; BIEDERMANN</b> PLCS. CORPORATION LICENSE NO. 084-005532 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM		
ORDER NO. <b>2022-30271-001</b>	DATE: JULY 25, 2022	PAGE NO. <b>3 OF 3</b>
SCALE: 1" = 40'-0" FEET		

**EXHIBIT G**

**Form of Note**

REGISTERED	MAXIMUM AMOUNT
NO. R-1	\$13,400,000.00

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF DUPAGE  
CITY OF NAPERVILLE

BUSINESS DISTRICT DEVELOPMENT REVENUE NOTE (WESTRIDGE/BLOCK 59 PROJECT), TAXABLE SERIES \_\_\_\_\_ A

Registered Owner: \_\_\_\_\_

Interest Rate: 6.0% per annum

Maturity Date: December 31, 20\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Naperville, DuPage County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of \_\_\_\_\_ (\$\_\_\_\_\_) and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance which interest shall compound semi-annually. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the Business District Taxes from the Business District (as such terms are defined in the hereinafter-defined Redevelopment Agreement) is due August of each year until the earlier of the Maturity Date or until this Note is paid in full. Payments shall

first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Treasurer of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Naperville, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to Thirteen Million Four Hundred Thousand Dollars and No Costs (\$13,400,000.00) for the purpose of paying the costs of certain project costs incurred by \_\_\_\_\_, a \_\_\_\_\_ limited liability company (the "Developer"), which were undertaken in connection with the demolition of a shopping center and construction of new retail space (the "Project") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Business District Development and Redevelopment Act 65 ILCS 5/11-74.3-1 et seq. (the "Business District Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain business district taxes from the Business District which the City is entitled to receive pursuant to the Business District Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. **THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY AND IS PAYABLE SOLELY FROM BUSINESS DISTRICT TAXES AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE VILLAGE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OR INTEREST OF THIS NOTE.** The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of One Hundred Percent (100%) of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.



This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Naperville, Illinois, but only in the manner and subject to the limitations provided in the Redevelopment Agreement, if any, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange here for. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of \_\_\_\_\_, 2023 between the City and the Registered Owner (the "Redevelopment Agreement"), the Registered Owner has agreed, among other things, to construct the Project and to advance funds for the construction of certain facilities related to the Project. The cost of such construction in the amount of up to \_\_\_\_\_ (\$ \_\_\_\_\_) shall be deemed to be a disbursement of the proceeds of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City of Naperville, DuPage County, Illinois, by its City Manager, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the City Manager and attested by the duly authorized signature of the City Clerk, all as of \_\_\_\_\_, 202\_\_.

City Manager

\_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_

City Clerk

\_\_\_\_\_

CERTIFICATE  
OF  
AUTHENTICATION

Registrar and Paying Agent  
Treasurer of the City of Naperville  
Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Business District Development Revenue Note (Westridge/Block 59 Project), Taxable Series \_\_\_\_\_ A, of the City of Naperville, DuPage County, Illinois

Treasurer

\_\_\_\_\_

Date:

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT	PRINCIPAL PAYMENT	PRINCIPAL BALANCE DUE
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(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_ the within Note and does hereby irrevocably constitute and appoint attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

**EXHIBIT H**

**Form of Certificate of Expenditure**

Date: \_\_\_\_\_, 202\_

To: Brixmor Heritage Square, LLC (“Developer”)

Re: City of Naperville, (the “City”) \$ \_\_\_\_\_ Business District Tax Reimbursement

This Certification is submitted to you, Developer, pursuant to the City of Naperville Business District Redevelopment Agreement (Westridge/Block 59) by and between Developer and the City, dated \_\_\_\_\_, 202\_, as authorized pursuant to Ordinance No. \_\_\_\_\_ (the “Redevelopment Agreement. All terms used herein shall have the same meaning as when used in the Redevelopment Agreement.

The City hereby certifies that, as of the date hereof, \$ \_\_\_\_\_ in Business District Project Costs has been advanced by Developer in connection with the Project. Such amount has been properly incurred, is a proper charge made or to be made in connection with the Project. Total Business District Project costs are \$ \_\_\_\_\_.

IN WITNESS WHEREOF, the City has caused this certification to be signed on its behalf as of the date shown above.

**CITY OF NAPERVILLE**

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

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

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