

PROPERTY ADDRESSES:

4232 Tower Court, Naperville,
IL 60564 (Wheatland Township)

Corner of IL Route 59 and 103rd Street
(City of Naperville)

P.I.N.s:

07-01-15-101-050-0000 (Wheatland Township)

01-15-101-044 (part of) (City of Naperville)

RETURN TO/PREPARED BY:

CITY OF NAPERVILLE

CITY CLERK'S OFFICE/

COMMUNITY SERVICES DEPARTMENT

400 SOUTH EAGLE STREET

NAPERVILLE, IL 60540

TOWER COURT ACCESS EASEMENT AGREEMENT

This Tower Court Access Easement Agreement (“**Agreement**”) is made by and between by and between the Wheatland Township Board of Trustees, an Illinois township (“**Wheatland Township**”), the Wheatland Township Road District, an Illinois road district (“**Wheatland Township Road District**”), which entities have an address of 4232 Tower Court, Naperville, IL 60564 and are together hereinafter referenced as “**Wheatland Township**”, and the City of Naperville (“**City**”), a home rule unit of local government under the laws and Constitution of the State of Illinois (“**City**”) having an address of 400 South Eagle Street, Naperville, IL 60540. Wheatland Township and the City may be referenced herein individually as “**Party**” and together as “**Parties**”.

RECITALS

- A. Wheatland Township owns real property located at the southern end of Tower Court in the City of Naperville in Will County, which property has a common address of 4232 Tower Court, Naperville, a PIN number of 07-01-15-101-050-0000, and which is legally described on **Exhibit A**, and depicted on **Exhibit B** (the “**Wheatland Township Property**”).
- B. The City owns real property located at the southeast corner of Illinois Route 59 and 103rd Street and east of Tower Court which, by virtue of approval and recordation of a Final Plat of Naperville-South Forty Lots 4, 5, 6 and 7 Resubdivision (the “**Resubdivision Plat**”) attached hereto as **Exhibit C**, has been subdivided into the following lots: Lot 1, Lot 2, Lot 3, and Outlot A as legally described on **Exhibit D** (hereinafter the “**City Property**”).
- C. The Resubdivision Plat includes a cross-access easement granting the owners of Lot 1, Lot 2, Lot 3, Outlot A, and Wheatland Township rights of access to a perpetual, non-exclusive cross-

access easement reserved for vehicular and pedestrian traffic over, across, and through portions of Lot 1, Lot 2, Lot 3, and Outlot A as created by said Plat (the “**South Forty CAE**”).

- D. The City intends to convey Lot 1 to LTF Real Estate Company, Inc. for the purpose of constructing and operating a Life Time Athletic Health Club; to convey Lot 3 to Tower Court Naperville, LLC (“**TCN**”) for the purpose of operating a development for affordable housing for seniors and individuals with intellectual or developmental disabilities; to convey Outlot A to an association to be known as the South Forty Lots Association for the purpose of a shared Stormwater Management System; and to convey Lot 2 to another entity in the future.
- E. In consideration of the grants of easement to Wheatland Township over the South Forty CAE, it is the desire and intent of Wheatland Township to grant a perpetual, non-exclusive easement for the benefit of Lot 1, Lot 2, Lot 3, and Outlot A of the City Property, and to the City of Naperville, on a portion of the Wheatland Township Property as described herein for the purposes described herein, and it is the desire and intent of the City to accept said grant of easement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

1. **RECITALS INCORPORATED BY REFERENCE.**

1.1 The Recitals set forth above are incorporated in this Section 1.1 in their entirety by reference.

2. **GRANT OF EASEMENT.**

2.1 Wheatland Township hereby grants to the City of Naperville and its successors and assigns a perpetual non-exclusive easement for vehicular and pedestrian traffic over, across, and through that portion of the Wheatland Property marked and identified as “**Access Easement**” on **Exhibit B**. The purpose of the Access Easement is to provide for vehicular and pedestrian ingress and egress to and from Tower Court for the benefit of the owners of Lot 3, Lot 2, Lot 1, and Outlot A as said Lots and Outlot A are depicted on the Resubdivison Plat, the City of Naperville, Illinois, and their respective customers, guests, employees, tenants, and invitees. The Access Easement expressly grants the City of Naperville access for emergency vehicles and vehicles operated by the City Fire Department and the City Water Department. Except for emergency vehicles, no truck larger than a pick-up truck may use the Access Easement and no snow plowing trucks, may use the Access Easement.

3. **ACCESS ROADWAY CONSTRUCTION, OPERATION AND MAINTENANCE.**

3.1 The Access Easement shall be improved with an access roadway (“**Access Roadway**”) within the limits of the Access Easement granted herein made of asphalt, concrete or similar hard surface of sufficient bearing strength so as to accommodate the emergency vehicles and pedestrian and vehicular uses described herein. The City shall be responsible for the construction of the Access Roadway and for the cost thereof.

3.2 Wheatland Township shall, at its cost, repair, replace, keep and maintain the Access Roadway in good order and repair and improved with a continuous impervious material (such as concrete or asphalt) of sufficient bearing strength so as to accommodate emergency vehicles and pedestrian and vehicular use, and shall not permit obstructions thereon. Maintenance shall be deemed to include, but not limited to, repair of potholes and cracks and keeping the surface of the Access Roadway free of snow and ice.

3.3 If a portion of the Access Roadway on the Wheatland Township Property is not maintained, the City shall have the right, but not the obligation, to perform the necessary work to maintain the Access Roadway, and shall be entitled to reimbursement for costs and expenses incurred including any costs of collection, for which the Wheatland Township Board of Trustees, an Illinois township and the Wheatland Township Road District shall be jointly and severally liable.

3.4 Wheatland Township, for the benefit of the City, hereby grants the City a temporary construction easement for the purpose of constructing the Access Roadway on the Access Easement. Said temporary construction easement shall commence on the day that work in the easement commences and shall end upon completion and acceptance of said work as provided herein. The City shall give the Wheatland Township Highway Road Commissioner not less than fifteen (15) business days' notice of its intent to construct the Access Roadway. As set forth in Section 3.1 above, said Access Roadway shall herein made of asphalt, concrete or similar hard surface of sufficient bearing strength so as to accommodate the emergency vehicles and pedestrian and vehicular uses described herein. The City and the Wheatland Township Highway Road Commissioner shall agree upon the exact location and specifications for the Access Roadway in advance of construction. The temporary construction easement shall automatically terminate without further action by TCN or Wheatland Township upon completion of construction of the Access Roadway and written approval of said completed work issued by the Wheatland Township Highway Commissioner (which may be by email).

3.4.1 The City, or its contractor, shall at its cost procure and maintain in effect throughout the duration of construction of the Access Roadway occurrence-based insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of said work. Said insurance shall provide that it shall be primary and noncontributing with any insurance carried by the additional insureds listed below and the Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of Wheatland Township and the Wheatland Township Road District for all work performed by the contractor and its employees, agents and subcontractors. Each policy of liability insurance shall name the following as additional insureds (and an additional insured endorsement shall be provided): the Wheatland Township Supervisor, the Wheatland Township Board of Trustees, Wheatland Township's employees, agents and representatives, the Wheatland Township Highway Commissioner, the Wheatland Township Road District, and the Wheatland Township Road District's employees agents and representatives.

4. **MODIFICATION AND TERMINATION.**

4.1 This Agreement may be modified or terminated by mutual written agreement of the owner(s) of Lot 1, Lot 2, Lot 3, Outlot A, the City, the Wheatland Township Board of Trustees and the Wheatland Township Road District.

5. **GENERAL PROVISIONS.**

5.1 Severability. It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

5.2 Recordation. This Agreement will be recorded with the Office of the Will County Recorder.

5.3 Assignment. This Agreement, including but not limited to the easements granted herein, may not be assigned by any Party without the written consent of the other Parties.

5.4 Choice of Law and Venue. This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

5.5 Ambiguity. If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

5.6 Amendment. The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the Parties hereto.

5.7 Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement between the Parties regarding the subject matter hereof, and supersedes all written or oral agreements and understandings between said Parties pertaining to such subject matter.

5.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, transferees, successors and assigns and upon any subsidiary, affiliate or parent of any Party, either now or in the future.

5.9 Authority to Execute/Wheatland Township. The undersigned warrants and represents on behalf of Wheatland Township that Wheatland Township owns the Wheatland Township Property jointly with the Wheatland Township Road District, and that the undersigned is the duly authorized representative of Wheatland Township and has full power and authority to sign this Agreement and to bind Wheatland Township hereto.

5.10 Authority to Execute/Wheatland Township Road District. The undersigned warrants and represents on behalf of the Wheatland Township Road District that the Wheatland Township Road District owns the Wheatland Township Property jointly with Wheatland Township, and that the undersigned is the duly authorized representative of the Wheatland Township Road District and has full power and authority to sign this Agreement and to bind the Wheatland Township Road District hereto.

5.11 Authority to Execute/City of Naperville. The undersigned warrants and represents on behalf of the City of Naperville that the City is the owner of the City Property, and that they have full power and authority to sign this Agreement and to bind the City hereto.

5.12 Counterparts. This Agreement may be executed by the Parties in counterparts. Each such counterpart shall be deemed an original and all counterparts, taken together, shall constitute one and the same agreement.

5.13 Exhibits. Every exhibit referenced herein shall be deemed to be attached hereto and made part hereof.

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

SCHEDULE OF EXHIBITS:

Exhibit A – Legal Description of Wheatland Twp./Road Dist. Property

Exhibit B – Depiction of Wheatland Twp./Road Dist. Property & Access Easement Premises

Exhibit C – Final Plat of Naperville-South Forty Lots 4, 5, 6 and 7 Resubdivision

Exhibit D – Legal descriptions of City Property (Lot 1, Lot 2, Lot 3, and Outlot A)

IN WITNESS WHEREOF, the Parties hereto set their hands and seals as of the Effective Date set forth in Section 5.14 hereof.

/SIGNATURES ON FOLLOWING PAGES/

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST

By: _____
Dawn C. Portner
City Clerk

State of Illinois)
)SS
County of DuPage)

The foregoing instrument was acknowledged before me by Douglas A. Krieger, City Manager of the City of Naperville and Dawn C. Portner, City Clerk for the City of Naperville this ____ day of _____, 2025.

Notary Public

Print Name

-seal-

EXHIBIT A

LEGAL DESCRIPTION OF WHEATLAND TOWNSHIP PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF TOWNSHIP PROPERTY

Lot 3 in Naperville - South Forty Subdivision, a Subdivision of the Northwest Quarter of the Northwest Quarter of Section 15, Township 37 North, Range 9 East of the Third Principal Meridian, According to the Plat Thereof Recorded September 4, 2007 as Document Number R2007-132356, and Re-Recorded November 16, 2007 as Document Number R2007-166808, in Will County, Illinois.

P.I.N.: 07-01-15-101-050-0000

4232 Tower Court, Naperville, IL 60564

EXHIBIT B

DEPICTION OF WHEATLAND TOWNSHIP PROPERTY
AND ACCESS EASEMENT

EXHIBIT C

RESUBDIVISION PLAT

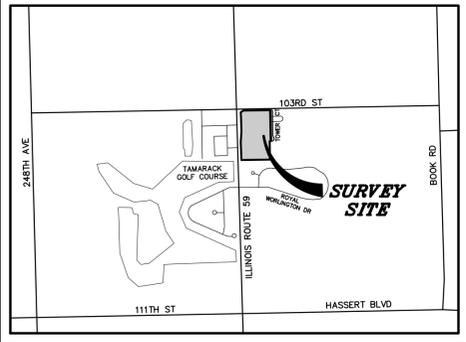
EXHIBIT C

March 24, 2025 - 14:12 Dwg Name: P:\LTF\01\dwg\Surv\Final Drawings\Plot of Subdivision\01-LTFNVL01-PS.dwg Updated By: RCmcean

FINAL PLAT

OF NAPERVILLE - SOUTH FORTY LOTS 4, 5, 6 AND 7 RESUBDIVISION

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



LOCATION MAP

NOT TO SCALE

SURVEY PREPARED FOR

LTF REAL ESTATE COMPANY, INC.
2902 CORPORATE PLACE
CHANHASSEN, MN 55317

EXISTING PIN'S

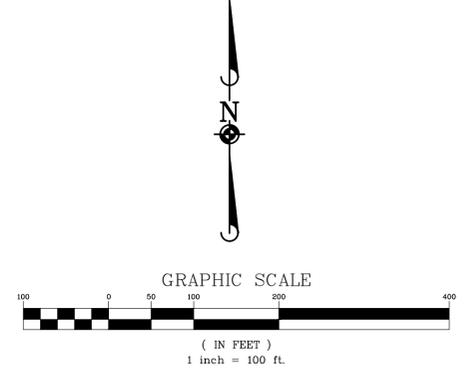
07-01-15-101-045-0000 (LOT 4)
07-01-15-101-046-0000 (LOT 5)
07-01-15-101-044-0000 (LOT 6)
07-01-15-101-047-0000 (LOT 7)

EXISTING PROPERTY AREA

LOT 4 87,120 SQUARE FEET (2.000 ACRES)
LOT 5 50,000 SQUARE FEET (1.148 ACRES)
LOT 6 829,475 SQUARE FEET (19.042 ACRES)
LOT 7 54,094 SQUARE FEET (1.242 ACRES)
TOTAL AREA=1,020,688 SQUARE FEET (23.432 ACRES)

PROPOSED PROPERTY AREA

LOT 1 459,585 SQUARE FEET (10.551 ACRES)
LOT 2 184,195 SQUARE FEET (4.229 ACRES)
LOT 3 174,859 SQUARE FEET (4.014 ACRES)
OUTLOT A 150,758 SQUARE FEET (3.461 ACRES)
RIGHT-OF-WAY DEDICATION 51,291 SQUARE FEET (1.177 ACRES)
TOTAL AREA=1,020,688 SQUARE FEET (23.432 ACRES)

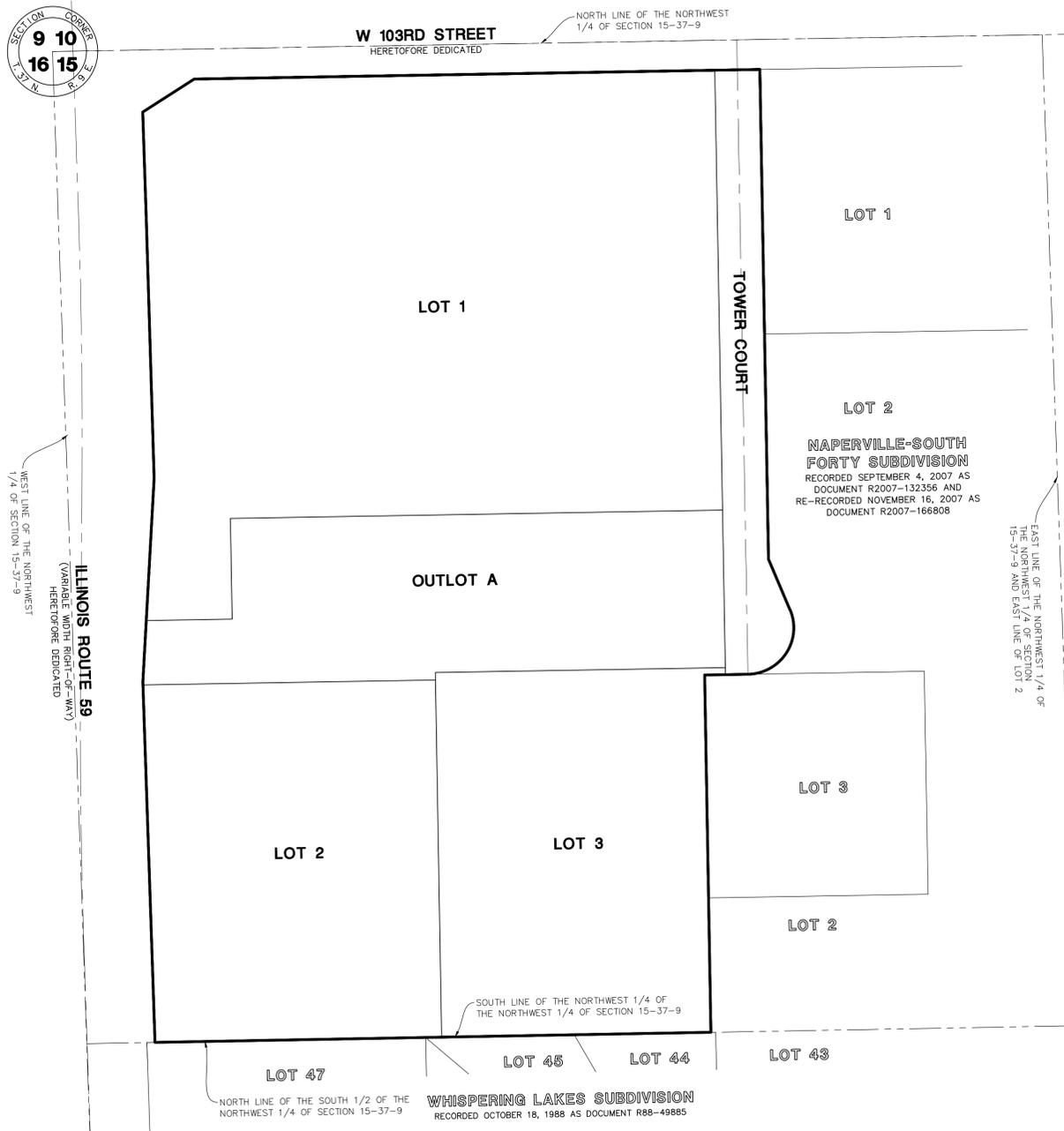


SUBMITTED BY/RETURN TO:

NAPERVILLE CITY CLERK
400 S. EAGLE STREET
NAPERVILLE, IL 60540

ADDRESSES

LOT 1 - 4111 TOWER COURT, NAPERVILLE, IL 60564
LOT 3 - 4231 TOWER COURT, NAPERVILLE, IL 60564



SURVEYOR'S NOTES

- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES.
- THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
- AS PART OF THE DEVELOPMENT THERE ARE EASEMENTS THAT ARE TO BE VACATED VIA SEPARATE DOCUMENT. SAID EASEMENTS HAVE BEEN NOTED ON SHEETS 3. HOWEVER, SAID EASEMENTS HAVE NOT BEEN SHOWN ON SHEET 2. DOCUMENT THAT HAVE NOT BEEN SHOWN HEREON.
- THIS SUBDIVISION PLAT SHALL BE SUBJECT TO DECLARATION(S) RECORDED AS SEPARATE DOCUMENT(S).
- THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. MANHARD CONSULTING IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184903350, EXPIRES APRIL 30, 2025.

SHEET INDEX

SHEET 1:	OVERALL SITE DETAILS, PROPERTY AREA AND SURVEYORS NOTES
SHEET 2:	PROPOSED LOT AND EASEMENT DETAILS
SHEET 3:	EXISTING LOT AND EASEMENT DETAILS
SHEET 4:	CERTIFICATES AND EASEMENT PROVISIONS

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CITY OF NAPERVILLE PROJECT NUMBER: 24-10000092

SHEET 1 OF 4	PROJ. MGR.: FF PROJ. ASSOC.: JDB DRAWN BY: LSM DATE: 07/08/24 SCALE: 1"=100'	NAPERVILLE - SOUTH FORTY LOTS 4, 5, 6 AND 7 RESUBDIVISION NAPERVILLE, ILLINOIS FINAL PLAT
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One Overlook Point, Suite 200, Lincolnshire, IL 60069 ph847.834.5850 f847.834.0085 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY
03/25/25	REVISED PER CITY COMMENTS	RC
03/20/25	REVISED PER CLIENT AND CITY COMMENTS	RC
02/28/25	REVISED PER CITY COMMENTS	AAS
01/24/25	REVISED PER CITY COMMENTS	AAS
12/23/24	REVISED PER CITY COMMENTS	AAS
11/26/24	REVISED PER CITY COMMENTS	AAS
11/22/24	REVISED PER CLIENT COMMENTS	AAS
09/24/24	REVISED PER CITY COMMENTS	LSM
09/11/24	REVISED PER CITY COMMENTS	LSM

EXHIBIT D

LEGAL DESCRIPTION OF CITY PROPERTY

[LOT 1, LOT 2, LOT 3, OUTLOT A]

EXHIBIT D

**LEGAL DESCRIPTIONS OF SOUTH FORTY RESUBDIVIDED PROPERTY
LOTS 1-3 AND OUTLOT A**

LOT 1 PROPERTY

Lot 1 in Naperville-South Forty Lots 4, 5, 6 and 7 Resubdivision, a Subdivision of the Northwest quarter of the Northwest Quarter of Section 15, Township 37 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded _____ as Document Number R2025-_____ in Will County, Illinois.

Address: 4111 Tower Court, Naperville, IL 60564

PIN:

LOT 2 PROPERTY

Lot 2 in Naperville-South Forty Lots 4, 5, 6 and 7 Resubdivision, a Subdivision of the Northwest quarter of the Northwest Quarter of Section 15, Township 37 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded _____ as Document Number R2025-_____ in Will County, Illinois.

Address: 4243 Tower Court, Naperville, IL 60564

PIN:

LOT 3 PROPERTY

Lot 3 in Naperville-South Forty Lots 4, 5, 6 and 7 Resubdivision, a Subdivision of the Northwest quarter of the Northwest Quarter of Section 15, Township 37 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded _____ as Document Number R2025-_____ in Will County, Illinois.

Address: 4231 Tower Court, Naperville, IL 60564

PIN:

OUTLOT A

Outlot A in Naperville-South Forty Lots 4, 5, 6 and 7 Resubdivision, a Subdivision of the Northwest quarter of the Northwest Quarter of Section 15, Township 37 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded _____ as Document Number R2025-_____ in Will County, Illinois.

Address: 4119 Tower Court, Naperville, IL 60564

PIN: