

RESOLUTION NO. R-2026-02

**A RESOLUTION AUTHORIZING EXECUTION OF A WATERMAIN EASEMENT AGREEMENT
BETWEEN THE CITY OF WHEATON AND NNN REIT, LP
50 E. LOOP ROAD**

WHEREAS, the City of Wheaton, Illinois, ("City") is an Illinois home rule municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, NNN Reit, LP ("Grantor") owns the property located at 50 E. Loop Road, Wheaton ("Subject Property"); and

WHEREAS, there is a City-owned watermain that runs through the Subject Property for which there is no easement; and

WHEREAS, the City desires to obtain an easement from Grantor and Grantor desires to grant an easement to the City in order for the City to maintain the watermain, among other reasons; and

WHEREAS, the City and the Grantor wish to enter into a Watermain Easement Agreement for the benefit of both parties.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to, the Watermain Easement Agreement between the City of Wheaton and NNN Reit, LP; and that a copy of that certain Watermain Easement Agreement is attached hereto and incorporated herein as Exhibit "1".

ADOPTED this 5th day of January, 2026.



Mayor

ATTEST:


City Clerk

Roll Call Vote:

Ayes: Councilman Clousing
Councilwoman Robbins
Councilman Weller
Councilwoman Brice
Councilman Brown
Mayor Pro Tem Bray-Parker

Nays: None
Absent: Mayor Suess
Motion Carried Unanimously

Prepared by:

Legal Department
InSite Real Estate, L.L.C.
1400 16th Street, Suite 300
Oak Brook, IL 60523

Upon recording return to:

City of Wheaton
303 W Wesley St
Wheaton, IL 60187

WATERMAIN EASEMENT AGREEMENT

THIS WATERMAIN EASEMENT AGREEMENT (this "**Agreement**") is made as of the 6th day of January, 2026, by and between **NNN REIT, LP**, a Delaware limited partnership, formerly known as National Retail Properties, LP, a Delaware limited partnership ("**Grantor**"), whose address is 450 S. Orange Avenue, Suite 900, Orlando, Florida 32801-3339 and the **CITY OF WHEATON** ("**Grantee**"), whose address is 303 W Wesley St, Wheaton, IL 60187. Grantor and Grantee are sometimes individually referred to herein as a "**Party**" or collectively as the "**Parties**."

WHEREAS, Grantor is the owner in fee simple of certain real property located in Wheaton, Illinois, legally described on Exhibit A, attached hereto and incorporated herein (the "**Grantor Parcel**"); and

WHEREAS, Grantee desires an easement from Grantor as depicted and legally described on Exhibit B, attached hereto and incorporated herein (the "**Easement Area**"); and

WHEREAS, Grantor desires to grant said easement to Grantee.

NOW, THEREFORE, in consideration of the sum of ONE and 00/100 DOLLAR (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, the easement as follows, subject to all reservations, leases, licenses, easements, restrictions, covenants, encumbrances and other matters of record:

1. Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive, perpetual easement (the "**Easement**") to construct, reconstruct, repair, inspect, maintain and operate a public watermain together with any and all necessary appliances and other structures and appurtenances as may be deemed necessary by said City of Wheaton, upon, along, under and through the Easement Area (the "**Improvements**"), together with the right of access across the Grantor Parcel for necessary men and equipment to do any of the above work. The right is also granted to cut down, trim or remove any trees, shrubs or other plants on the Easement Area that interfere with the operation of such public watermain.

2. Duration. The Easement granted herein is appurtenant to and shall run with title to the Grantor Parcel and is perpetual.

3. Private Use. Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the Grantor Parcel to the general public or for any public use or public purpose whatsoever. No permanent buildings shall be placed in the Easement Area, but the Easement Area may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with

other address; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective it must actually be received.

9. Entire Agreement. Grantor and Grantee agree that this Agreement contains all of the agreements, promises and understandings between the Parties. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by all of the Parties herein.

10. Separability. If any provision of this Agreement is hereafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, such provision shall be cancelled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.

11. Amendment; Modification. This Agreement may be amended by the written consent and mutual agreement of the Parties herein. Any such modification or amendment shall be effective when duly recorded with the DuPage County, Illinois Recorder's Office.

12. Authority. Each signatory hereto hereby warrants to the other Party that the individual has the authority to execute this Agreement for and on behalf of the entity for which it purports to act.

13. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, shall constitute one Agreement.

14. Governing Law. This Agreement and all the provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois.

15. Recording. This Agreement shall be recorded by the City Clerk, in the Office of the Recorder of Deeds, DuPage County, Illinois, at the expense of the City.

[END OF TEXT – EXECUTION PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

NNN REIT, LP,
a Delaware limited partnership

By: NNN GP Corp., a Delaware corporation,
as general partner

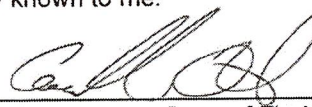

Name: Sarah Williams

By: 
Name: Jonathan A. Adamo
Title: Executive Vice President


Name: Karyn K. Mrozek

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence, this 6th
day of January, 2021 by Jonathan A. Adamo, as Executive Vice President of NNN
GP Corp., a Delaware corporation, as general partner of NNN REIT, LP, a Delaware limited partnership,
on behalf of the partnership. He/She is personally known to me.


Notary Public - State of Florida

Printed Name: Camellia Olds
Commission Number: _____
Commission Expires: _____

(NOTARY SEAL)


GRANTEE:

CITY OF WHEATON

By:


Mayor

Attest:


City Clerk

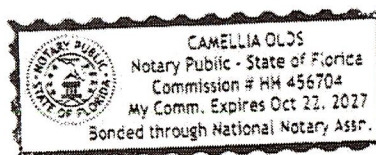


EXHIBIT A

Legal Description of Grantor Parcel

Lot 1 in KEIM'S OUTBACK SUBDIVISION, being a resubdivision of Lot 2 in KEIM'S EAST LOOP ROAD SUBDIVISION, a resubdivision of Lot 2 in KEIM'S RESUBDIVISION of Lot 6 in DANADA FARMS EAST UNIT 1, in Section 28, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat of resubdivision record May 19, 1994 as Document No. R94-114712, in DuPage County, Illinois.

Address: 50 East Loop Road, Wheaton, Illinois

PIN: 05-28-402-012

EXHIBIT B

Depiction of and Legal Description of Easement Area

PART OF LOT 1 IN KEIM'S OUTBACK SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN KEIM'S EAST LOOP ROAD SUBDIVISION, A RESUBDIVISION OF LOT 2 IN KEIM'S RESUBDIVISION OF LOT 6 IN DANADA FARMS EAST UNIT 1, IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED MAY 19, 1994 AS DOCUMENT NO. R94-114712, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 24 DEGREES 17 MINUTES 41 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 10.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 24 DEGREES 17 MINUTES 41 SECONDS EAST ALONG SAID WESTERLY LINE, 10.00 FEET; THENCE SOUTH 66 DEGREES 32 MINUTES 03 SECONDS EAST, 118.25 FEET; THENCE SOUTH 61 DEGREES 25 MINUTES 13 SECONDS EAST, 51.85 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1 THAT IS 18.11 FEET NORTHEASTERLY OF, MEASURED ALONG SAID EASTERLY LINE, THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 24 DEGREES 18 MINUTES 33 SECONDS WEST ALONG SAID EASTERLY LINE, 10.03 FEET; THENCE NORTH 61 DEGREES 25 MINUTES 13 SECONDS WEST, 52.15 FEET; THENCE NORTH 66 DEGREES 32 MINUTES 03 SECONDS WEST, 117.95 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT

