

PURCHASE AND SALE AGREEMENT

[329 and 333 CENTER STREET, NAPERVILLE]

This Purchase and Sale Agreement (hereinafter “**Agreement**”) is entered into as of the _____ day of _____, 2020 (hereinafter “**Effective Date**”), by and between the City of Naperville, an Illinois Municipal Corporation and home rule unit of local government under the laws and Constitution of the State of Illinois, with its principal offices at 400 South Eagle Street, Naperville, Illinois 60540 (hereinafter “**City**” or “**Buyer**”), and the A. Owen Egizio Revocable Trust (hereinafter “**Seller**”). The City and the Seller may be referenced herein individually as “**Party**” or cumulatively as “**Parties**”.

RECITALS

WHEREAS, the Seller is the owner of real property located at 329 Center Street and 333 Center Street, Naperville, Illinois 60540 (hereinafter “**Orazio’s Property**” or “**Property**”), on which Property is located a 2,950 square-foot multi-tenant retail building on a 5,663 square-foot site (329 Center Street) and a 1,700 square-foot restaurant/bar on a 7,405 square foot site (333 Center Street), and which Property is legally described on **Exhibit A** attached hereto and made part hereof; and

WHEREAS, the City has determined that it is in the best interests of the citizens of Naperville to purchase the Orazio’s Property pursuant to the terms and conditions contained herein, and the Seller has determined that it desires to sell said Property pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree that:

1. RECITALS INCORPORATED BY REFERENCE

1.1 The Recitals set forth above are incorporated herein by reference and made part of this Section 1.1.

2. PURCHASE PRICE

2.1 The purchase price (“**Purchase Price**”) of the Property pursuant to this Agreement, subject to the terms and conditions set forth herein, is eight hundred and sixty-nine thousand and twenty-five dollars, (\$869,025.00). Said Purchase Price represents a reduction in price as described in paragraph 6 hereof.

3. DEED AND TITLE

3.1 At Closing Seller shall convey to the City good title to the Property by a recordable Warranty Deed (in substantially the form set forth on **Exhibit B** attached hereto and made part hereof), free and clear of all liens, encumbrances, easements, restrictions, or other matters affecting title to said Property subject to the following permitted exceptions (hereinafter “**Permitted Exceptions**”):

- 3.1.a General real estate taxes not due and payable at time of closing as further provided in Subsection 14.6 hereof.
- 3.1.b Zoning laws and ordinances;
- 3.1.c Easements for public utilities;
- 3.1.d Public roads and highways and easements pertaining thereto.
- 3.1.e The following Schedule B exceptions listed on the Chicago Title Insurance Commitment dated February 4, 2020: #17 (Plat of Easement to the City of Naperville recorded with the DuPage County Recorder as R83-38133; and #18 (a Public Access Easement recorded with the DuPage County Recorder on October 21, 2010 as Document No. R2010-143089). If the City does not obtain the Survey (as hereinafter defined) then the City shall also take subject to the standard survey related exceptions to title in Schedule B, Part II.
- 3.1.f Additional exceptions approved in writing by the City Attorney.

4. SELLER'S REPRESENTATIONS AND COVENANTS

4.1 The Seller represents, to "Seller's knowledge" (all references in this Agreement to the term "Seller's knowledge" shall be deemed to mean and limited to the current knowledge only of Michelle Egizio without inquiry or investigation) that no part of the Property: (a) has been designated or classified as wetlands by any entity or body having jurisdiction over such classification or designation; (b) is located within a designated flood plain; or (c) is the subject of any currently pending ordinance or building code violation, pending real estate tax special assessment, condemnation, rezoning, annexation, or any pending environmental action, inquiry or investigation.

4.2 The Seller represents that except for the Permitted Exceptions set forth in Section 3.1(e) above, effective June 30, 2020, all rights and interests of any and all tenants, lessees, individuals or entities using parking spaces, and/or individuals or entities of any kind using any part of the Property, or any individual or entity using or occupying any portion of the Property with or without a lease or rental agreement, or who is holding over from a prior lease or rental agreement, (hereinafter cumulatively referenced as "**Tenant**" or "**Tenants**") will be terminated in full, and that said Tenants have released in full any claim or right they may have with respect to their lease or other use of the Property.

4.2.1 The Seller has terminated (i) each and every Tenant lease or rental agreement for the Property, or the rights of any individual or entity using or occupying any portion of the Property without a lease or rental agreement or who is holding over from a prior lease or rental agreement (hereinafter cumulatively referenced herein as "**Lease**"), prior to the Walk-Through described in paragraph 11.2 hereof, and no Tenant will have any right to remain on the Property after such termination; (ii) all conditions under each Lease to be performed by the Seller have been satisfied; (iii) that any required contributions by the Seller to any Tenant on account of the Tenant's improvements have been received by the Tenant; (iv) there are no claims, defenses or offsets which any Tenant has against the enforcement of the Lease by the Seller; and (v) no Lease prepayment (e.g. first and last month) or security payment of any kind is owed to any Tenant.

4.2.2 At said Walk-Through there shall be no Tenant or occupant residing or occupying any portion of the Property for any reason. Any items remaining on the Property as of the Walk-Through, including but not limited to equipment, appliances, furnishings (whether personal or commercial) shall be considered abandoned property that shall become City property upon Closing.

4.2.3 At said Walk-Through any above ground fuel tanks, pumps and related equipment shall have been properly emptied and removed from the Property, and all dumpsters removed from the Property.

4.3 The Seller shall not encumber the Property, or any part of it, with any new mortgage or any obligation of any kind which mortgage or obligation would affect said Property after the Closing.

4.4 The Seller represents that as of the Closing there will be no management, maintenance, or service agreements in effect which apply to or affect any portion of the Property, and that there will be no outstanding obligations or commitments of any kind relative to any management, maintenance or service agreement(s) as of the Closing.

4.5 The Seller represents that to Seller's knowledge, it has good title to the Property except for the Permitted Exceptions and that it shall not permit any lien, including but not limited to any mechanics lien, judgment lien or mortgage lien to accrue or attach to the Property prior to Closing other than as disclosed on the Title Commitment. If any such lien is filed on the Property after the Closing relating to obligations or circumstances occurring prior to Closing, the Seller agrees that the Seller shall immediately satisfy such liens.

4.6 Within fifteen (15) days of a tender by the City, the Seller agrees that it shall defend (with legal counsel approved by the City, which approval shall not be unreasonably withheld), indemnify, and hold the City harmless for any claim by any Tenant with respect to or associated with the Property, as Tenant or Tenants is defined in Section 4.2 above.

4.7 The Seller represents, to Seller's knowledge, that during the Seller's ownership of the Property it has not been used for a sanitary land fill, dump or for the disposal, generation, treatment or storage of waste and that Seller has not received any notice of any violation of any environmental protection laws or regulations or any lien relating to such with respect to the Property nor does it have any actual knowledge which would provide a basis for any such violation or lien except as may have been disclosed to the City in the environmental inspection reports obtained by the City.

4.8 The Seller represents that to Seller's knowledge it is unaware of any encumbrances, restrictions or liabilities affecting the Property other than those disclosed in the Title Commitment or Survey.

5. GENERAL TERMS AND CONDITIONS

5.1 The City agrees to pay all closing costs, escrow costs, and title costs (hereinafter "Closing Costs") related to Closing on the Property, including without limitation, the Title Policy

(as hereinafter defined) and any endorsements it requests, including extended coverage, any title company related fees, including without limitation, any title update fees, wire fees and closing protection letter fees, closing escrow charges, all transfer declaration stamps or fees and Survey (as hereinafter defined) fee. Seller shall be responsible for its attorneys' fees for all matters associated with the conveyance of the Property to the City, including but not limited to the Closing. The Seller shall be responsible for its own costs for all matters associated with the conveyance of the Property other than Closing Costs.

5.2 The City, at its sole cost, has or will obtain a title commitment (hereinafter "**Title Commitment**") for the Property from Chicago Title Insurance Company (hereinafter "**Title Company**") on the current form of the American and Title Association Owner's Policy (or equivalent policy) in the amount of the Purchase Price for the Property through the date thereof. The City shall be solely responsible to pay for extended coverage and for any additional endorsements to the title policy requested by the City. The City may obtain a current ALTA survey (hereinafter "**Survey**") of the Property if a current survey is not available.

5.2.1 Seller shall use reasonable efforts to have the unpermitted exceptions included in the Title Commitment waived or insured over and provide the City with evidence that any exceptions other than the Permitted Exceptions have been waived, or will be waived or insured over at Closing. In the event Seller, after using reasonable efforts to try have such unpermitted exceptions removed, is unable to have the unpermitted exceptions waived or insured over, Seller shall not be deemed in default and the City may elect to either proceed to close with such exceptions or terminate the Agreement and in such event the parties shall be released from any further obligations under this Agreement.

5.2.2 At the Closing, the Seller shall cause the Title Company to provide the City with a marked-up Title Commitment in the amount of the Purchase Price for the Property showing the City of Naperville in title, subject only to the Permitted Exceptions set forth in Subsection 3.1 above ("Title Policy").

5.3 The Seller shall pay all utility bills accruing on any portion of the Property prior to Closing. If any utility bill accrues prior to Closing which was not paid prior to Closing, the Seller shall pay said utility bill in full within thirty (30) days of receipt of a request for payment therefor from the City.

5.4 The Seller shall furnish the City, at Closing, an Affidavit of Title covering the date of Closing, subject only to the Permitted Exceptions or as to those exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified herein.

5.5 The City shall not be responsible for payment of any commission associated with the conveyance of the Property.

5.6 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.

5.7 The respective Parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters

whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute or law.

5.8 Neither Party shall assign, transfer, or pledge this Agreement unless said assignment, transfer, or pledge is approved in advance in writing by the other Party.

5.9 The legal representatives for the Seller and City as identified in Section 17 hereof may agree, in writing, to revise any timeframe provided for herein.

5.10 The following provisions of this Agreement shall survive the Closing on the Property: Section 4 including all subsections thereof, Subsections 5.3, 5.6, 5.7, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 6.1, 13.1, 15.1, and 15.2.

5.11 The rights and remedies of the Parties to this Agreement, whether provided by law, at equity, or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies.

5.12 Unless otherwise specified as “business days”, calendar days are intended. Business days as used in this Agreement are defined as Monday through Friday, excluding Federal holidays.

5.13 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any paragraph, subparagraph, section, subsection, sentence or clause not adjudged to be invalid.

5.14 Except where otherwise specified herein, the Parties agree that they shall each be responsible for their own attorneys’ fees and litigation costs.

5.15 This Agreement shall be binding upon the Parties hereto and their successors, assigns, transferees, and grantees.

6. ENVIRONMENTAL COSTS

6.1 Environmental site assessments have been conducted of the Property and it has been determined that it will cost approximately eighty thousand, nine hundred and seventy-five dollars (\$80,975) (“**Environmental Costs**”) to address environmental issues identified in said assessments (“**Environmental Work**”). The Purchase Price has been reduced to reflect the Environmental Costs. It is estimated that it will take the City approximately two and a half years to complete the Environmental Work. The City agrees that within sixty (60) days of completion of Environmental Work, it shall remit to the Seller any unused amount of the Environmental Costs. The Seller shall provide current contact information to the City Engineer for that purpose. The City further agrees that if the cost to complete the Environmental Work exceeds the amount of the Environmental Costs, the City shall be solely responsible for the payment of those costs and the Seller shall have no liability therefor.

7. TERMINATION

7.1 The City may terminate this Agreement with no liability hereunder: (a) for breach of Seller's Representations and Covenants set forth in Section 4 herein; or for (b) for Seller's inability to remove non-Permitted Exceptions from title.

8. CONDEMNATION

8.1 If, prior to the Closing date, all or any portion of the Property is subject to condemnation proceedings by an entity other than the City, the Seller shall immediately notify the City Attorney.

9. TRANSFER TAX STAMPS

9.1 The City shall pay the amount of any stamp tax imposed by State or County or municipal law on the transfer to the title, if applicable.

9.2 The Seller shall furnish a completed Real Estate Transfer Declaration signed by an authorized agent in the form required by the Illinois Real Estate Transfer Act.

9.3 This transaction shall be exempt from any City of Naperville Transfer Tax, and the City shall be responsible for obtaining an exempt stamp.

10. STATUTORY COMPLIANCE

10.1 The Parties hereto shall provide, and consent to the reporting of, all information regarding this sale required by any act, regulation or statute, including all amendments thereto, of the United States of America, or the State of Illinois, or any agency or subdivision thereof.

10.2 The Parties hereto shall at all times comply with all of the requirements of all county, municipal, state, federal and other applicable governmental statutes or regulations, now in force, or which may hereafter be in force pertaining to the performance of this Agreement.

11. CONDITION OF THE SUBJECT PROPERTY/WALK-THROUGH

11.1 Except as provided in Section 4.1 and Section 4.2.3 hereof, , the City is purchasing the Property "AS-IS" as of the Closing of the sale of said Property. The City acknowledges that the Seller makes no representations, warranties, or guarantees with respect to the condition, including but not limited to any environmental condition of the Property, and agrees that, except for the warranties provided by virtue of conveyance of the Property by warranty deed, and except as specifically provided herein, neither Seller, nor its agents or representatives, have made, and the City has not relied upon, any representation or warranty of any kind which is not herein expressly set forth or provided for, in connection with the sale of the Property or the City's actual purchase thereof pursuant hereto, the City having elected to rely instead entirely upon its inspection of the Property pursuant to the terms of this Agreement.

11.2 Not less than three (3) business days prior to Closing, at an agreed upon date and time, representatives of the Seller and City shall conduct a walk-through ("Walk-Through") of the Property to confirm its condition as set forth in Sections 4.2.1, and 4.2.2 above.

12. Reserved.

13. **CHOICE OF LAW/VENUE**

13.1 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 taken by either Party, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

14. **CLOSING DATE AND POSSESSION**

14.1 When used herein, the terms “Close” or “Closing” shall mean the conveyance of the Property by the Seller to the City as provided herein and payment of the Purchase Price by the City to the Seller for said Property upon the issuance to the City of a warranty deed as provided herein and a policy of title insurance as provided herein subject only to the Permitted Exceptions.

14.2 Except as otherwise provided herein, the Parties shall Close on the sale and purchase of the Property on or before July 7, 2020. The Closing date will be postponed if any Tenants have not fully vacated the Property by the date of the Walk-Through.

14.3 In the event that the Seller is unable to tender full and complete possession of the Property on or before July 7, 2020, the Seller may extend the date of Closing up to ninety (90) calendar days from July 7, 2020 upon written notice to the City Attorney. In addition, if a further extension of time is necessary in order for the Seller to provide full and complete possession of the Property to the City, the City Attorney and legal counsel for Seller may agree in writing to a further extension.

In the event the Seller is unable to remove all Tenants by any extended date, then the City shall have the right to terminate this Agreement with no liability on the part of the City.

14.4 The Closing shall occur, unless otherwise agreed, at the Chicago Title Insurance Company in Lisle, Illinois.

14.5 Possession of the Property shall be granted to the City at the time of Closing unless otherwise agreed in writing by the legal counsel for the Parties.

14.6 At Closing, the Seller shall pay: (i) the first installment of the 2019 general real estate taxes, and any applicable special assessments for the Property, if such payment has not been made by closing; (ii) the second installment of the 2019 general real estate taxes and any applicable special assessments for the Property; and the 2020 general real estate taxes and any applicable special assessments for the Property which shall be prorated at 105% as of the Closing date on the basis of the tax assessor’s latest assessed valuation, latest equalization factors, and latest tax rate known as of the date of Closing and such amounts shall be credited against the Purchase Price at Closing. The foregoing amounts shall be deducted from the Purchase Price.

15. **ENTIRE AGREEMENT**

15.1 This Agreement contains the entire agreement between the Parties.

15.2 All negotiations between the Parties are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement.

16. DEFAULT

16.1 Unless the City has terminated this Agreement as provided herein, upon failure of either to close on the Property either Party may elect to pursue whatever remedies they deem appropriate at law or in equity. The City and Seller are entitled to specific performance for enforcement of the provisions of this Agreement and if litigation is necessary to enforce this specific performance provision.

17. NOTICES

17.1 Notices or other writings which any Party is required to, or may wish to serve upon any other Party in connection with this Agreement, shall be in writing and shall be delivered either personally, by overnight FedEx mail, or by regular mail with postage prepaid, addressed as follows:

FOR THE SELLER: Michelle Egizio
329 N. Center St.
Naperville, IL 60540

WITH COPIES TO
SELLER'S LEGAL
COUNSEL: Ilyse D. Murman, Esq.
Ilyse D. Murman, LLC
25W772 Sunnyridge CT
Wheaton, IL 60189

FOR THE CITY: Legal Department
City Attorney Michael DiSanto
City of Naperville
400 S. Eagle St.
Naperville, IL 60540

WITH COPIES TO: William Novack
Director of T.E.D. and City Engineer
City of Naperville
400 S. Eagle St.
Naperville, IL 60540

17.2 Notice served by overnight FedEx mail or by regular mail shall be effective upon receipt.

18. MODIFICATION OF DATES

18.1 The City Attorney and legal counsel for the Seller may agree in writing to modify any dates set forth herein by which certain acts are to occur.

19. AUTHORITY TO EXECUTE

19.1 The corporate authorities of the City warrant that they have the authority to enter into this Agreement and within ten (10) business days after the Effective Date of this Agreement will provide to the Seller a certified copy of the ordinance passed by the corporate authorities of

the City of Naperville authorizing execution of this Agreement by the City Manager and the City Clerk.

19.2 Seller warrants that it has the authority to enter into this Agreement, that Michelle A. Egizio is a beneficiary of the A. Owen Egizio Trust, and that Michelle A. Egizio is the sole Trustee of said Trust and has sole authority to enter into this Agreement and to bind the Seller.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

/SIGNATURES ON FOLLOWING PAGES/

SELLER / A. OWEN EGIZIO TRUST by Michelle A. Egizio as sole successor Trustee of the A. Owen Egizio Revocable Trust dated March 3, 2000

By: _____
Printed Name: Michelle A. Egizio

ATTEST

By: _____

Printed Name: _____

Its [Title]: _____

State of Illinois)
)SS
County of DuPage)

The foregoing instrument was acknowledged before me by _____ and _____ this ____ day of _____, 2020.

Notary Public

Print Name

-seal-

BUYER/CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST

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

State of Illinois)
)SS
County of DuPage)

The foregoing instrument was acknowledged before me by Douglas A. Krieger, City Manager, and Pam Gallahue, City Clerk this ____ day of _____, 2020.

Notary Public

Print Name

-seal-

EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 62.70 FEET TO A STONE AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF SAID SECTION 13, 76 FEET TO THE CENTER OF WASHINGTON STREET; THENCE SOUTH 2 DEGREES 30 MINUTES WEST ALONG THE CENTER OF WASHINGTON STREET 1892.80 FEET; THENCE SOUTH 85 DEGREES 48 MINUTES EAST 220 FEET TO A CORNER OF LOT 1 IN MOORE'S ADDITION TO NAPERVILLE; THENCE NORTH 3 DEGREES 16 MINUTES EAST 7 FEET FOR A POINT OF BEGINNING; THENCE NORTH 3 DEGREES 16 MINUTES EAST 43.80 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES EAST ALONG THE SOUTH FACE OF A CONCRETE CURB AND THE LINE OF SAID SOUTH FACE EXTENDED EASTERLY AND WESTERLY 125.75 FEET TO A POINT IN THE WEST LINE OF CENTER STREET 60.14 FEET SOUTH OF ITS INTERSECTION WITH THE SOUTH LINE OF LAND OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY; THENCE SOUTH ALONG THE WEST LINE OF CENTER STREET 45.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 IN MOORE'S ADDITION TO NAPERVILLE; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 125.76 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT WHERE THE WEST LINE OF CENTER STREET INTERSECTS THE SOUTH LINE OF THE DEPOT GROUNDS OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID DEPOT GROUNDS, 124.25 FEET TO A POINT 10 FEET EAST OF THE NORTHEAST CORNER OF A LOT OWNED BY SAID RAILROAD COMPANY; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID COMPANY'S LOT AND THE EAST LINE OF H. G. LOOMIS LOT, 10 FEET DISTANT THEREFROM 110.3 FEET; THENCE EAST IN CONTINUATION OF THE SOUTH LINE OF SAID LOOMIS LOT, 125.7 FEET TO THE WEST LINE OF SAID CENTER STREET; THENCE NORTH ALONG THE WEST LINE OF SAID CENTER STREET, 106 FEET TO THE POINT OF BEGINNING; (EXCEPT THEREFROM THAT PART THEREOF LYING SOUTH OF A STRAIGHT LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID DESCRIBED PROPERTY, 43.8 FEET NORTH OF THE SOUTHWEST CORNER THEREOF TO A POINT IN THE EAST LINE OF SAID DESCRIBED PROPERTY LOCATED 45.86 FEET NORTH OF THE SOUTHEAST CORNER THEREOF HERETOFORE CONVEYED BY DEED RECORDED AS DOCUMENT 149073), IN DU PAGE COUNTY, ILLINOIS.

PINs: 08-18-125-004-0000 and 08-18-125-003-0000

Common Addresses: 329 Center Street, Naperville, IL 60540 and 333 Center Street, Naperville, IL 60540

EXHIBIT B
Warranty Deed

WARRANTY DEED
ILLINOIS STATUTORY

County: **DuPage**
Township: **Lisle**

P.I.Ns.:
08-18-125-003-0000
08-18-125-004-0000

The Grantor, **Michelle A. Egizio, successor trustee of the A. Owen Egizio Revocable Trust dated March 3, 2000,** for and in consideration of T Ten and No/100 Dollars, and other good and valuable consideration in hand paid CONVEYS and WARRANTS to **City of Naperville,** an Illinois municipal corporation and home rule unit of local government, duly authorized to transact business in the State of Illinois, having its principal office at 400 South Eagle Street, Naperville, Illinois 60540 (Grantee), all interest in the following described Real Estate situated in the County of DuPage, in the State of Illinois, to wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO: Covenants, conditions and restrictions of record; Private, public and utility easements and roads and highways; Party wall rights and agreements; General real estate taxes accruing after the date of acceptance of this deed by Grantee.

GRANTOR shall be responsible for real estate taxes accruing through the date of acceptance of this deed by Grantee.

Permanent Real Estate Index 08-18-125-003-0000 and
Numbers: 08-18-125-004-0000

Common Addresses of Real Estate: 329 Center Street and 333 Center Street, Naperville, IL
60540

In Witness Whereof, said party of the first part has caused its name to be signed to these presents this:

_____ day of _____, 2020.

Michelle A. Egizio, Successor Trustee of the A. Owen Egizio
Revocable Trust dated March 3, 2000

STATE OF ILLINOIS, COUNTY OF _____: SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Michelle A. Egizio, personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that as such she signed delivered the said instrument, as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2020.

Notary Public

This Real Estate is exempt from County – Illinois Transfer Stamps under paragraphs b and e of the Illinois Real Estate Transfer Tax Law, 35 ILCS 200/31-45.

Prepared by:
Ilyse D. Murman
Ilyse D. Murman, LLC
25W772 Sunnyridge Court
Wheaton, IL 60189

Mail to:
City of Naperville
Attn: Legal Dept.
[400 S. Eagle Street](#)
[Naperville, IL 60540](#)

Name and Address of Taxpayer:
City of Naperville
City of Naperville
Attn: Legal Dept.
[400 S. Eagle Street](#)
[Naperville, IL 60540](#)

EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 62.70 FEET TO A STONE AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF SAID SECTION 13, 76 FEET TO THE CENTER OF WASHINGTON STREET; THENCE SOUTH 2 DEGREES 30 MINUTES WEST ALONG THE CENTER OF WASHINGTON STREET 1892.80 FEET; THENCE SOUTH 85 DEGREES 48 MINUTES EAST 220 FEET TO A CORNER OF LOT 1 IN MOORE'S ADDITION TO NAPERVILLE; THENCE NORTH 3 DEGREES 16 MINUTES EAST 7 FEET FOR A POINT OF BEGINNING; THENCE NORTH 3 DEGREES 16 MINUTES EAST 43.80 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES EAST ALONG THE SOUTH FACE OF A CONCRETE CURB AND THE LINE OF SAID SOUTH FACE EXTENDED EASTERLY AND WESTERLY 125.75 FEET TO A POINT IN THE WEST LINE OF CENTER STREET 60.14 FEET SOUTH OF ITS INTERSECTION WITH THE SOUTH LINE OF LAND OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY; THENCE SOUTH ALONG THE WEST LINE OF CENTER STREET 45.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 IN MOORE'S ADDITION TO NAPERVILLE; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 125.76 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT WHERE THE WEST LINE OF CENTER STREET INTERSECTS THE SOUTH LINE OF THE DEPOT GROUNDS OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID DEPOT GROUNDS, 124.25 FEET TO A POINT 10 FEET EAST OF THE NORTHEAST CORNER OF A LOT OWNED BY SAID RAILROAD COMPANY; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID COMPANY'S LOT AND THE EAST LINE OF H. G. LOOMIS LOT, 10 FEET DISTANT THEREFROM 110.3 FEET; THENCE EAST IN CONTINUATION OF THE SOUTH LINE OF SAID LOOMIS LOT, 125.7 FEET TO THE WEST LINE OF SAID CENTER STREET; THENCE NORTH ALONG THE WEST LINE OF SAID CENTER STREET, 106 FEET TO THE POINT OF BEGINNING; (EXCEPT THEREFROM THAT PART THEREOF LYING SOUTH OF A STRAIGHT LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID DESCRIBED PROPERTY, 43.8 FEET NORTH OF THE SOUTHWEST CORNER THEREOF TO A POINT IN THE EAST LINE OF SAID DESCRIBED PROPERTY LOCATED 45.86 FEET NORTH OF THE SOUTHEAST CORNER THEREOF HERETOFORE CONVEYED BY DEED RECORDED AS DOCUMENT 149073), IN DU PAGE COUNTY, ILLINOIS.

PINs: 08-18-125-004-0000 and 08-18-125-003-0000

Common Addresses: 329 Center Street, Naperville, IL 60540 and 333 Center Street, Naperville, IL 60540