

Owner Chicago Title Land Trust Company, Successor to BankFinancial, National Association, successor to Downers Grove National Bank as Trustee under Trust Agreement dated October 24, 1995 known as Trust No. 95-267
Address 506 S. Washington Street
Naperville, IL 60540 recent Project Status and Cost Report

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

PURCHASE AND SALE AGREEMENT

[Part of 506 S. Washington Street, Naperville, IL]

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into as of this _____ day of _____ 2022 (the “**Effective Date**”) by and between Chicago Title Land Trust Company, Successor to BankFinancial, National Association, successor to Downers Grove National Bank as Trustee under Trust Agreement dated October 24, 1995 known as Trust No. 95-267 with offices at Chicago Title and Trust 10 S. LaSalle Street, Suite 2750, Chicago, IL 60603 (“**Owner**”), Marguerite Novak as Trustee and sole current beneficiary of the Frank A. Novak Trust dated 1/15/08 and the Marguerite A. Novak Trust dated 1/15/08 (“**Current Beneficiary**”), and the City of Naperville, an Illinois municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois (herein also referenced as “**City**”) with an address of 400 South Eagle Street, Naperville, IL 60540. Owner, Current Beneficiary, and the City shall be referenced individually herein as “**Party**” and collectively as “**Parties**”.

RECITALS

- A. WHEREAS, Owner is the owner in fee simple of certain real property and all improvements located thereon located at **506 S. Washington Street, Naperville, IL, 60540** legally described on **Exhibit A** and depicted on **Exhibit B** attached hereto and made part hereof having a PIN of 07-24-206-036 [formerly PIN 07-24-206-001] (“**Property**”); and
- B. WHEREAS, Owner, an institutional land trustee, holds legal title to the Property in trust (“**Land Trust**”) for the benefit of the Frank A. Novak Trust dated 1/15/08 and the Marguerite A. Novak Trust dated 1/15/08 (the Novak trusts jointly and severally “**Beneficiary Trusts**”); and

- C. WHEREAS, Current Beneficiary, Marguerite Novak, holds the power of direction in the Land Trust, is the sole Trustee and is the sole current beneficiary of the Beneficiary Trusts; and
- D. WHEREAS, the City desires to purchase and the Owner desires to sell approximately 0.335 acres of said Property comprised of a twenty foot (20') wide strip of land along the entire frontage of the Property which will be used by the City to for reconstruction of the Washington Street Bridge (“**Project**”); and
- E. WHEREAS, the portion of the Property sought to be acquired by the City for the Project is depicted and legally described on **Exhibit C** (“**City Parcel**”); and
- F. WHEREAS, by the Owner has also agreed to grant a temporary construction easement on approximately 0.026 acres of the Property which is the subject of a separate agreement; and
- G. WHEREAS, in entering into this Agreement and undertaking the obligations provided herein, the City is acting pursuant to its home rule authority under the laws and Constitution of the State of Illinois.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing Recitals are hereby incorporated in this Agreement as if set forth herein in this paragraph in their entirety.

2. **CONSIDERATION.**

2.1 **Consideration.** Subject to the terms and conditions set forth herein, the consideration (“Consideration”) to be provided to the Owner by the City for acquisition of the City Parcel and to compensate Owner for any and all impact to the Property as a result thereof, is One hundred and seventeen thousand eight hundred and six dollars (\$117,806.00) to be paid in cash at the Closing, as Closing is defined herein. Owner acknowledges that upon payment of the agreed upon Consideration, all claims arising out of or related in any way to the conveyance of the City Parcel have been settled, including without limitation, any diminution in value to the remainder of Owner’s Property caused or alleged to have been caused thereby.

3. **DEED AND TITLE.**

3.1 At Closing Owner shall convey or cause to be conveyed to the City good title to the City Parcel by a recordable Trustee’s Deed in a the form approved by the City Attorney, 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**”) if any:

- 3.1.a. General real estate taxes not due and payable at time of Closing as further provided in Subsection 6.1 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. Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes, if any;
- 3.1.f. Rights of adjoining and contiguous land owners to have the uninterrupted flow of waters of any stream which may flow on or through the Property maintained.
- 3.1.g. Additional exceptions approved in writing by the City Attorney. If the Owner is unable to cure any exception objected to by the City Attorney (or provide a Title Company endorsement to the satisfaction of the City Attorney therefor), in such instance this Agreement shall become null and void and the Parties shall have no liability to each other and no obligation to consummate the transaction anticipated herein.

3.2 The City acknowledges that it is accepting the City Parcel on an “AS-IS” basis, without any implied warranties, and that the City is completely at risk with respect to all attributes and conditions, latent or otherwise, of the City Parcel.

4. OWNER’S REPRESENTATIONS AND COVENANTS.

4.1 Owner represents and warrants that:

4.1.1 It has good title to the City Parcel subject to the Permitted Exceptions described in Section 3 above; and

4.1.2 It has the sole authority to convey fee simple title to the City Parcel to the City subject to the Permitted Exceptions described in Section 3 above.

4.1.3 Owner acknowledges and represents that the Property is not the subject of any pending real estate tax special assessment. Owner further acknowledges and represents that to the best of its knowledge the Property is not the subject of any environmental action, inquiry, or investigation.

4.1.4 Owner shall not encumber the City Parcel with any mortgage, lien, or any obligation of any kind which mortgage, lien, or obligation would affect said City Parcel after Closing. If any such encumbrance accrues and/or is recorded against the Property or the City Parcel after the Closing which affects the City

Parcel, which encumbrance relates to obligations or circumstances occurring prior to Closing, the Owner shall immediately remove such encumbrances at its sole cost; and

4.1.5 Owner represents there are no management, maintenance, or service agreements in effect which apply to or affect any portion of the City Parcel and that there are no outstanding obligations or commitments of any kind relative to any management, maintenance or service agreements affecting the City Parcel; and

4.1.6 Current Beneficiary represents and affirms that the only individual or entity having any rental, lease, right of occupancy, or other interest in any portion of the Property (hereinafter referenced as the “**Interested Entity**”) is Tri-City Foods of Illinois, Inc.

Current Beneficiary will direct Owner to provide the City with a fully executed Estoppel Certificate releasing any interest Tri-City Foods of Illinois, Inc. may have in the City Parcel with respect to conveyance of the City Parcel described herein and with respect to a temporary easement which is the subject of a separate agreement, and holding the City harmless therefor. A copy of said Estoppel Certificate, fully executed, shall be attached hereto as **Exhibit D**.

5. TITLE AND CLOSING.

5.1 When used herein, the term “**Closing**” or “**Close**” shall mean the conveyance of the City Parcel to the City in accord with the terms of this Agreement at Wheatland Title Guaranty Company (“**Title Company**”). Such Closing may be conducted by mail by agreement of the Parties. The Parties shall Close on a date that is mutually agreed upon by the Parties.

5.2 The City agrees to pay all closing costs, escrow costs, and title costs (“**Closing Costs**”) related to Closing on the City Parcel except that Owner shall be responsible for its attorneys’ fees for all matters associated with the conveyance of the City Parcel to the City, including but not limited to the Closing. The Owner shall be responsible for its own costs for all matters associated with the conveyance of the City Parcel other than Closing Costs.

5.3 The City, at its sole cost, has obtained a title commitment (“**Title Commitment**”) for the City Parcel from the Title Company.

5.4 At the Closing, the City shall cause the Title Company to provide the City with a marked-up Title Commitment in the amount of ONE HUNDRED AND SEVENTEEN THOUSAND EIGHT HUNDRED AND SIX dollars (\$117,806.00) showing the City of Naperville in title to the City Parcel subject only to the Permitted Exceptions set forth in Subsection 3.1 above.

5.5 At Closing the Owner shall furnish the City with an Affidavit of Title for the City Parcel 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.

5.6 The Parties shall execute a completed Real Estate Transfer Declaration signed by authorized agents in the form required by the Illinois Real Estate Transfer Act. This transaction is exempt from any city, county or State transfer stamps. The City shall be responsible for obtaining an exempt stamp for the City of Naperville Transfer Tax.

5.7 Possession of the City Parcel shall be granted to the City at the time of Closing.

6. REAL PROPERTY TAXES.

6.1 The Owner shall be solely obligated to pay all real estate taxes which are due on the Property prior to Closing or which accrue on the Property up to the date the City Parcel is conveyed to the City. If the City receives a real estate tax bill for the City Parcel for taxes that were due prior to the conveyance of the City Parcel to the City, or which accrued prior to the conveyance of the City Parcel to the City, the Owner shall be obligated to pay said bill in full within fifteen (15) calendar days of receipt thereof from the City.

7. DEFENSE AND INDEMNIFICATION.

7.1 Current Beneficiary shall defend, indemnify and hold the City of Naperville and its officers, agents, representatives, and employees harmless from and against any claim, demand, cost, and liability arising out of the conveyance of the City Parcel provided for herein, including but not limited to any claim raised by the Interested Entity as defined herein, and/or by any individual or entity claiming to have a property interest in the Property. including but not limited to reasonable attorney's fees and costs. The City releases and discharges Owner from any liability in the nature of that assumed by Current Beneficiary in this Section 7.1 and will look solely to Current Beneficiary for its remedy.

8. GENERAL PROVISIONS.

8.1 Entire Agreement. This Agreement sets forth and constitutes the entire agreement between the Parties with respect to the subject matter described herein and supersedes any and all prior agreements, understandings, promises, warranties, and representations made by each Party to the other concerning the subject matter. This Agreement may be modified only by a written document signed by all Parties.

8.2 Counterparts. This Agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. Original signatures transmitted by facsimile or email will be effective to create such counterparts and will have the same effect as if signed in person.

8.3 Binding Nature. This Agreement is binding on the Parties and their successors and assigns.

8.4 Invalidity. If any part or any provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts or provisions of this Agreement.

8.5 Non-Assignment. The Parties hereby warrant and represent that they have not assigned nor in any way transferred or conveyed, all or any portion of the claims covered by this Agreement. The Parties acknowledge and agree that this warranty and representation is an essential and material term of this Agreement, without which they would not have entered into this Agreement.

8.6 Fees and Expenses. The Parties agree to bear their own costs, attorneys' fees and related expenses associated with this Agreement and any dispute between the Parties. In the event of a dispute between the Parties arising out of the terms and conditions of this Agreement, the prevailing party in such dispute shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party.

8.7 Legal Counsel. The Parties acknowledge that they have consulted with legal counsel of their choosing, or were given the opportunity to consult with legal counsel, before entering into this Agreement, that they have read this Agreement, that they know and understand its contents, and that they execute this Agreement freely and voluntarily. In executing this Agreement, each Party acknowledges that it has not relied on or made to the other Party or anyone purporting to act on its behalf any promise or representation that is not in this Agreement.

8.8 Joint Preparation. The Parties cooperated in the drafting of this Agreement, and if it is finally determined that any provision herein is ambiguous, that provision shall not be presumptively construed against any Party.

8.9 Notices. All notices required under this Agreement shall be served on the Parties via First Class U.S. Mail as follows:

NOTICES TO THE CITY OF NAPERVILLE

Mike DiSanto, City Attorney
City of Naperville Municipal Center
400 South Eagle Street
Naperville, IL 60540

With a copy to:

William Novack
Director of T.E.D.
City of Naperville Municipal Center
400 South Eagle Street
Naperville, IL 60540

NOTICES TO THE OWNER

Chicago Title & Trust as Trustee under Trust Agreement
No. 95-267 [AKA MDD 95-267] dated October 24, 1995
Chicago Title and Trust
10 S. LaSalle Street, Suite 2750, Chicago IL 60603

With a copy to:

Brian J. Krajewski, Esq.
Law Office of Brian J. Krajewski
1547 Warren Avenue
Downers Grove, IL 60515-3438

NOTICES TO THE CURRENT BENEFICIARY

Marguerite Novak
5600 Fairmont Avenue
Downers Grove, IL 60516

8.10 Choice of Law. This Agreement shall be governed, in all respects, by the laws of the State of Illinois, irrespective of its choice of law rules. All disputes shall be resolved in the Circuit Court where the Property is located as the sole and exclusive jurisdiction and venue.

8.11 Cooperation. The Parties agree to cooperate in good faith and execute any documents necessary to effectuate and/or consummate the terms of this Agreement.

8.12 Severability. If any phrase, clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect.

8.13 Further Assurance. Each Party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments, and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.

8.14 No Broker. Each Party warrants and represents to the other that it has not retained a broker in connection with the purchase and sale of the City Parcel. Each Party agrees to defend,

indemnify, and hold harmless the other against any claim for brokers' fees and/or similar commissions claimed by any party claiming through them.

8.15 Exhibits Incorporated. All exhibits referenced herein are incorporated herein and made part hereof.

8.16 Ambiguities. 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.

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

This Agreement shall be executed on behalf of the Owner, Chicago Title Land Trust Company, Successor to BankFinancial, National Association, successor to Downers Grove National Bank as Trustee under Trust Agreement dated October 24, 1995 known as Trust No. 95-267

It is expressly understood and agreed by and between the Parties hereto that the warranties, indemnities, covenants, undertakings, and agreements provided for in this Agreement, while purporting to be the warranties, indemnities, covenants, undertakings, and agreements of the Trustee, are nevertheless made and intended as the personal warranties, indemnities, representations, covenants, undertakings and agreements of the beneficiaries of said Trust. Further, this Agreement is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee on account of this Agreement or any provision hereof, any such personal liability being the joint and several obligation of the Trust beneficiaries. Notwithstanding the foregoing, the Trustee represents that it has the authority to execute this Agreement and to bind the beneficiaries of the Trust and shall have the obligation to provide the City with the identity and contact information for all Trust beneficiaries within five (5) business days of the written request of the City therefor.

[Signature pages follow]

IN WITNESS WHEREOF, we have executed this Agreement effective as of the date above written.

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

By: _____
Signature

ATTEST: _____
Print Name and Title

By: _____
Signature

Print Name and Title

State of)
)
) ss
County of)

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

(SEAL) _____
Notary Public

My Commission Expires: _____

MARGUERITE A NOVAK AS TRUSTEE AND SOLE CURRENT BENEFICIARY OF THE FRANK A. NOVAK TRUST DATED 1/15/08 AND THE MARGUERITE A NOVAK TRUST DATED 1/15/08

By: _____
Marguerite Novak

State of Illinois)
) ss
County of DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Marguerite Novak appeared before me this day in person and acknowledged the signature set forth above.

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

(seal)

Notary Public

CITY OF NAPERVILLE

By: _____
Name: Douglas A. Krieger
Its: City Manager

ATTEST

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

Date: _____

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

Notary Public

Print Name

Seal

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: THE SOUTH 30 FEET OF THE NORTH 40 FEET OF LOT 4 IN BLOCK 2 IN ELLSWORTH'S ADDITION TO THE TOWN OF NAPERVILLE, A SUBDIVISION OF PART OF SECTIONS 18 AND 19, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTIONS 24 AND 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1853 AS DOCUMENT 6889, IN DUPAGE COUNTY, ILLINOIS.

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

SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

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

COMMON ADDRESSES:

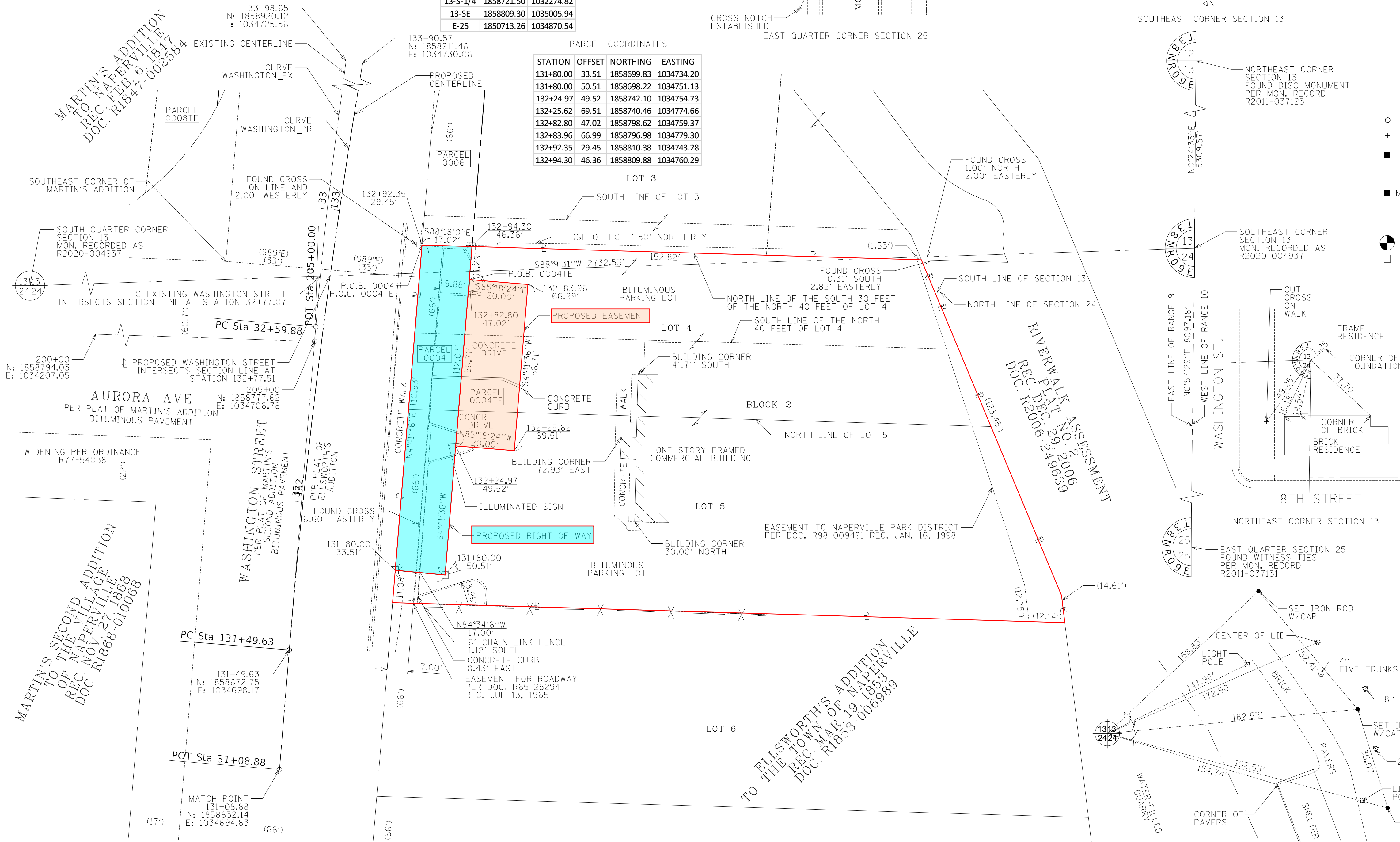
**506 S. Washington Street
Naperville, IL 60540**

PART OF THE SE1/4 OF SECTION 13, TWP. 38 N., R. 9 E. OF THE 3RD. P.M., IN DUPAGE COUNTY, ILLINOIS. PART OF THE NE1/4 OF SECTION 24, TWP. 38 N., R. 9 E. OF THE 3RD. P.M., IN DUPAGE COUNTY, ILLINOIS.

Table with 7 columns: PARCEL NUMBER, TOTAL HOLDINGS ACRES, PART TAKEN ACRES, AREA IN EXISTING R.O.W. ACRES, REMAINDER AREA ACRES, EASEMENT AREA SQUARE FEET, PARCEL INDEX NUMBER, OWNER.

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

Tables for stationing: EXISTING WASHINGTON STREET, PROPOSED WASHINGTON STREET, EXISTING AURORA AVENUE, SECTION CORNERS, and PARCEL COORDINATES.



LEGEND: SECTION CORNER, QUARTER SECTION CORNER, SECTION / QUARTER SECTION LINE, PLATTED LOT LINES, PROPERTY (DEED) LINE, APPARENT PROPERTY LINE, EXISTING CENTERLINE, PROPOSED CENTERLINE, EXISTING RIGHT OF WAY LINE, PROPOSED RIGHT OF WAY LINE, EXISTING EASEMENT, PROPOSED EASEMENT, EXISTING ACCESS CONTROL LINE, PROPOSED ACCESS CONTROL LINE, MEASURED DIMENSION, COMPUTED DIMENSION, RECORDED DIMENSION, EXISTING BUILDING.

BEARINGS AND COORDINATES ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE. Symbols for IRON PIPE OR ROD FOUND, CUT CROSS FOUND OR SET, STAKING OF PROPOSED RIGHT OF WAY, etc.

STATE OF ILLINOIS))SS COUNTY OF DUPAGE) THIS IS TO CERTIFY THAT I, ZACHARY N. RAWLINGS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED AT NAPERVILLE, ILLINOIS THIS 7 DAY OF JANUARY, 2019 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3934 LICENSE EXPIRATION DATE: NOVEMBER 30, 2020 FIELD WORK COMPLETED: 1/24/2019

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

benesch engineers • scientists • planners Alfred Benesch & Company 35 West Wacker Drive, Suite 3300 Chicago, Illinois 60601 312-565-0450 Design Firm License # 184.000882

PARCEL PLAT CITY OF NAPERVILLE WASHINGTON STREET BRIDGE RECONSTRUCTION LIMITS: AURORA AVE TO CHICAGO AVE COUNTY: DUPAGE SECTION: TO STA. 132+53.56 JOB NO.: 10557 STA. 131+39.25 TO STA. 132+53.56 SHEET 1 OF 1 SHEETS CITY OF NAPERVILLE 400 SOUTH EAGLE STREET NAPERVILLE, ILLINOIS 60540

NOTE: PROPERTY IS BURDENED BY AN EASEMENT TO ILLINOIS BELL TELEPHONE COMPANY, PER DOC. 282271 REC. JUN 27, 1929. EXISTING POLES REFERENCED IN DOCUMENT ARE NO LONGER PRESENT. OWNER IS LISTED IN TITLE COMMITMENT AS 'BANKFINANCIAL, F.S.B., SUCCESSOR TO DOWNERS GROVE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1995 KNOWN AS TRUST NO. 95-267.'

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

NOTE: ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED. BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID". ALL MEASURED AND CALCULATED DISTANCES ARE "GRID". NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99995095. AREAS SHOWN ON THIS PLAT ARE "GROUND".

REVISION DATE: REVISION MADE BY:

EXHIBIT C

LEGAL DESCRIPTION

(Right-of-Way)

0004

Those parts of Lots 4 and 5 in Block 2 of Ellsworth's Addition to the Town of Naperville, recorded in DuPage County March 19, 1853 as document R1853-006989, in the Southeast Quarter of Section 13 and the Northeast Quarter of Section 24, Township 38 North, Range 9, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined factor of 0.99995095, more particularly described as follows:

Beginning at the intersection of the east line of Washington Street and the north line of the south 30 feet of the north 40 feet of said Lot 4; thence South 88 degrees 18 minutes 0 seconds East, 17.02 feet along said north line; thence South 4 degrees 41 minutes 36 seconds West, 112.03 feet along a line parallel with said east line of Washington Street; thence North 84 degrees 34 minutes 6 seconds West, 17.00 feet to a point on said east line of Washington Street being 11.08 feet northeasterly of the southwest corner of said Lot 5 as measured along said east line of Washington Street; thence North 4 degrees 41 minutes 36 seconds East, 110.93 feet along said east line of Washington Street to the Point of Beginning, all lying within DuPage County, Illinois.

Said part contains 0.044 acres, more or less.

COMMON ADDRESSES:

506 S. Washington Street
Naperville, IL 60540

PIN: 07-24-206-036
[part of]

LESSEE ESTOPPEL CERTIFICATE

This lessee estoppel certificate (hereinafter “**Estoppel Certificate**”) is made this ___ day of August 2022 (hereinafter “**Effective Date**”) by _____ (hereinafter “**Lessee**”), in connection with the matters described below.

RECITALS:

1. Pursuant to a lease agreement dated _____ which expires on _____ (hereinafter “**Lease**”), Lessee leases the property located at 506 S. Washington Street, Naperville, IL, Naperville, IL 60540, described on **Exhibit A** attached hereto and made part hereof (hereinafter “**Premises**”) owned by Chicago Title Land Trust Company Successor to BankFinancial National Association, successor to Downers Grove National Bank as Trustee under Trust Agreement dated October 24, 1995 known as Trust No. 95-267 (hereinafter “**Lessor**”), which leased premises is described as 506 S. Washington Street, Naperville, IL, Naperville, IL 60540, Naperville, IL 60540 (hereinafter “**Lease Premises**”).
2. Besides the Lease Premises described above, Lessee has no property right or property interest in any other portion of the Premises.
3. Lessee has been advised by Lessor that Lessor has agreed to sell or grant the following property interest(s) in the Premises to the City of Naperville (hereinafter “**Property Interests**”) in furtherance of the Washington Street Bridge reconstruction project:

[Check appropriate box(es)]

- X** Sell to the City of Naperville, IL all of Lessor’s right, title and interest in the portion of the Premises described on **Exhibit B** and depicted on **Exhibit D**.
- X** Grant a temporary easement to the City of Naperville, IL on the portion of the Premises described on **Exhibit C** and depicted on **Exhibit D**, which will preclude use of the temporary easement premises during a portion of the time when construction of the Washington Street Bridge project is taking place.

4. Lessor has requested that the Lessee deliver to and for the benefit of the Lessor and the City of Naperville this Estoppel Certificate executed by the Lessee relating to the Lease Premises.

In consideration of the premises set forth herein, and other good and valuable consideration the receipt and legal sufficiency are hereby acknowledged, Lessee voluntarily delivers this Estoppel Certificate to Lessor and represents and certifies as follows:

1. The Recitals above are material terms of this Estoppel Certificate and are incorporated herein in their entirety by reference.
2. Lessee acknowledges that:

2.1 Lessee is the sole tenant of and is in sole possession of the Lease Premises subject to the Lease. Lessee has not subleased all or any part of the Lease Premises or assigned its tenancy or otherwise transferred its interest in the Lease or the Lease Premises to any person or entity.

2.2 Lessee has no contract to acquire the Premises (including but not limited to the Lease Premises), or any part thereof and no right of first refusal, purchase option, or other right with respect to the acquisition of the Premises, the property it's on, or any part of either.

2.3 Lessee has no property interest, right, or claim in any aspect of the Property Interests described above and acknowledges that Lessor has sole authority to convey or grant said Property Interests to the City of Naperville.

2.4 The information set forth herein is true, accurate, and complete. The provisions set forth herein are binding on Lessee and its successors and assigns and shall inure to the benefit of the Lessor and the City.

3. The undersigned hereby certifies that they are duly authorized to sign and deliver this Estoppel Certificate on behalf of Lessee and that this Estoppel Certificate may be relied on by the Lessor and the City of Naperville in connection with the Premises.

IN WITNESS WHEREOF, this Estoppel Certificate has been duly executed and delivered by the undersigned, or by an authorized officer of the undersigned.

LESSEE: _____

By: _____

Printed Name: _____

Its: _____

State of Illinois)
) ss.
County of DuPage)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 2022.

- seal -

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: THE SOUTH 30 FEET OF THE NORTH 40 FEET OF LOT 4 IN BLOCK 2 IN ELLSWORTH'S ADDITION TO THE TOWN OF NAPERVILLE, A SUBDIVISION OF PART OF SECTIONS 18 AND 19, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTIONS 24 AND 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1853 AS DOCUMENT 6889, IN DUPAGE COUNTY, ILLINOIS.

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

SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

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

COMMON ADDRESSES:

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

EXHIBIT B

LEGAL DESCRIPTION OF RIGHT OF WAY

Those parts of Lots 4 and 5 in Block 2 of Ellsworth's Addition to the Town of Naperville, recorded in DuPage County March 19, 1853 as document R1853-006989, in the Southeast Quarter of Section 13 and the Northeast Quarter of Section 24, Township 38 North, Range 9, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined factor of 0.99995095, more particularly described as follows:

Beginning at the intersection of the east line of Washington Street and the north line of the south 30 feet of the north 40 feet of said Lot 4; thence South 88 degrees 18 minutes 0 seconds East, 17.02 feet along said north line; thence South 4 degrees 41 minutes 36 seconds West, 112.03 feet along a line parallel with said east line of Washington Street; thence North 84 degrees 34 minutes 6 seconds West, 17.00 feet to a point on said east line of Washington Street being 11.08 feet northeasterly of the southwest corner of said Lot 5 as measured along said east line of Washington Street; thence North 4 degrees 41 minutes 36 seconds East, 110.93 feet along said east line of Washington Street to the Point of Beginning, all lying within DuPage County, Illinois.

Said part contains 0.044 acres, more or less.

COMMON ADDRESSES:

506 S. Washington Street
Naperville, IL 60540

PIN: 07-24-206-036
[part of]

EXHIBIT C

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

That part of Lots 4 and 5 in Block 2 of Ellsworth's Addition to the Town of Naperville, recorded in DuPage County March 19, 1853 as document R1853-006989, in the Southeast Quarter of Section 13 and the Northeast Quarter of Section 24, Township 38 North, Range 9, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined factor of 0.99995095, more particularly described as follows:

Commencing at the intersection of the east line of Washington Street and the north line of the south 30 feet of the north 40 feet of said Lot 4; thence South 88 degrees 18 minutes 0 seconds East, 17.02 feet along said north line; thence South 4 degrees 41 minutes 36 seconds West, 11.29 feet along a line parallel with said east line of Washington Street to the Point of Beginning; thence South 85 degrees 18 minutes 24 seconds East, 20.00 feet; thence South 4 degrees 41 minutes 36 seconds West, 56.71 feet; thence North 85 degrees 18 minutes 24 seconds West, 20.00 feet; thence North 4 degrees 41 minutes 36 seconds East, 56.71 feet to the Point of Beginning, all lying within DuPage County, Illinois.

Said part contains 0.026 acres, more or less.

COMMON ADDRESSES:

506 S. Washington Street
Naperville, IL 60540

PIN: 07-24-206-036
[part of]

EXHIBIT D

PLAT OF RIGHT-OF-WAY AND TEMPORARY EASEMENT

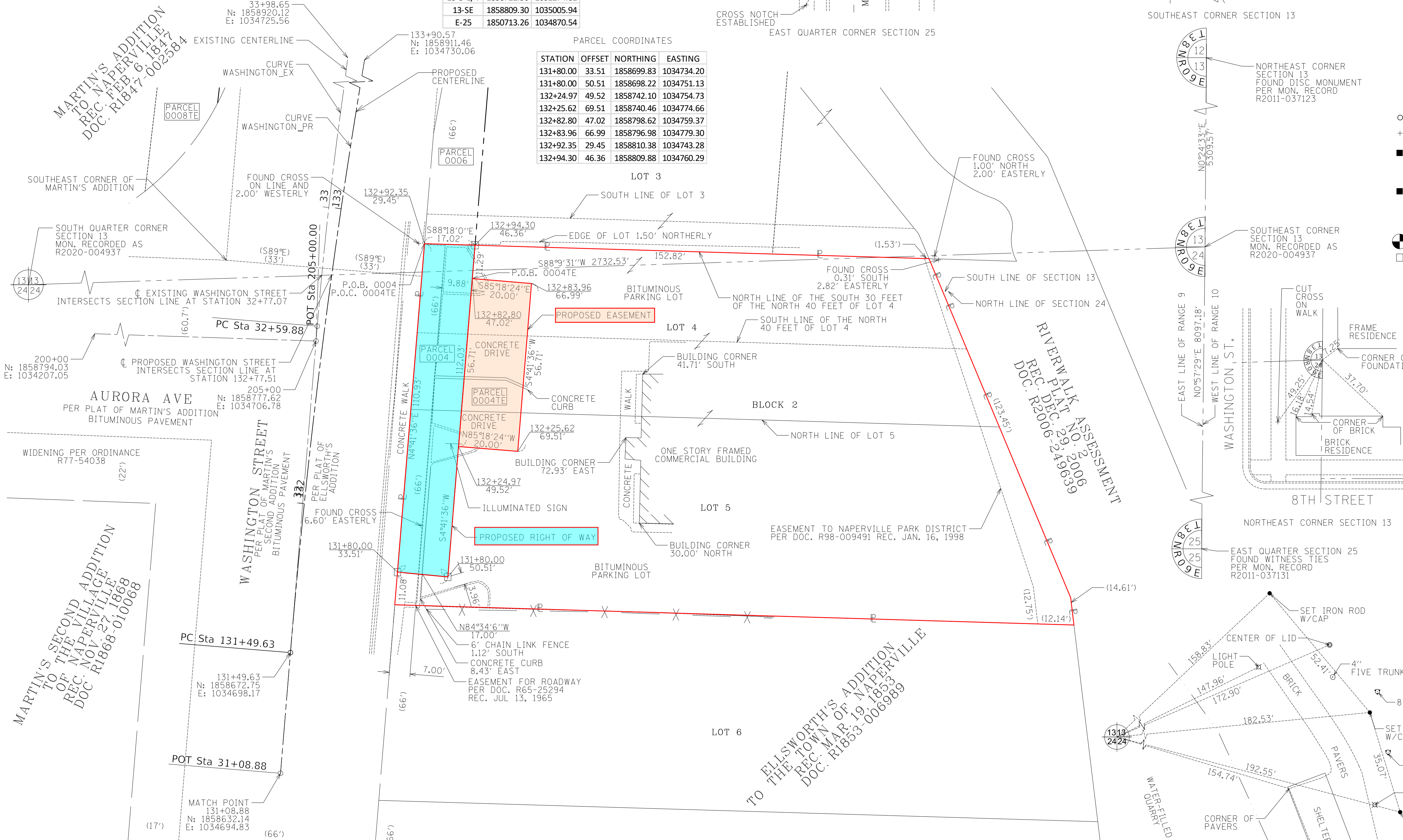
PART OF THE SE1/4 OF SECTION 13, TWP. 38 N., R. 9 E. OF THE 3RD. P.M., IN DUPAGE COUNTY, ILLINOIS. PART OF THE NE1/4 OF SECTION 24, TWP. 38 N., R. 9 E. OF THE 3RD. P.M., IN DUPAGE COUNTY, ILLINOIS.

Table with 7 columns: PARCEL NUMBER, TOTAL HOLDINGS ACRES, PART TAKEN ACRES, AREA IN EXISTING R.O.W. ACRES, REMAINDER AREA ACRES, EASEMENT AREA SQUARE FEET, PARCEL INDEX NUMBER, OWNER.

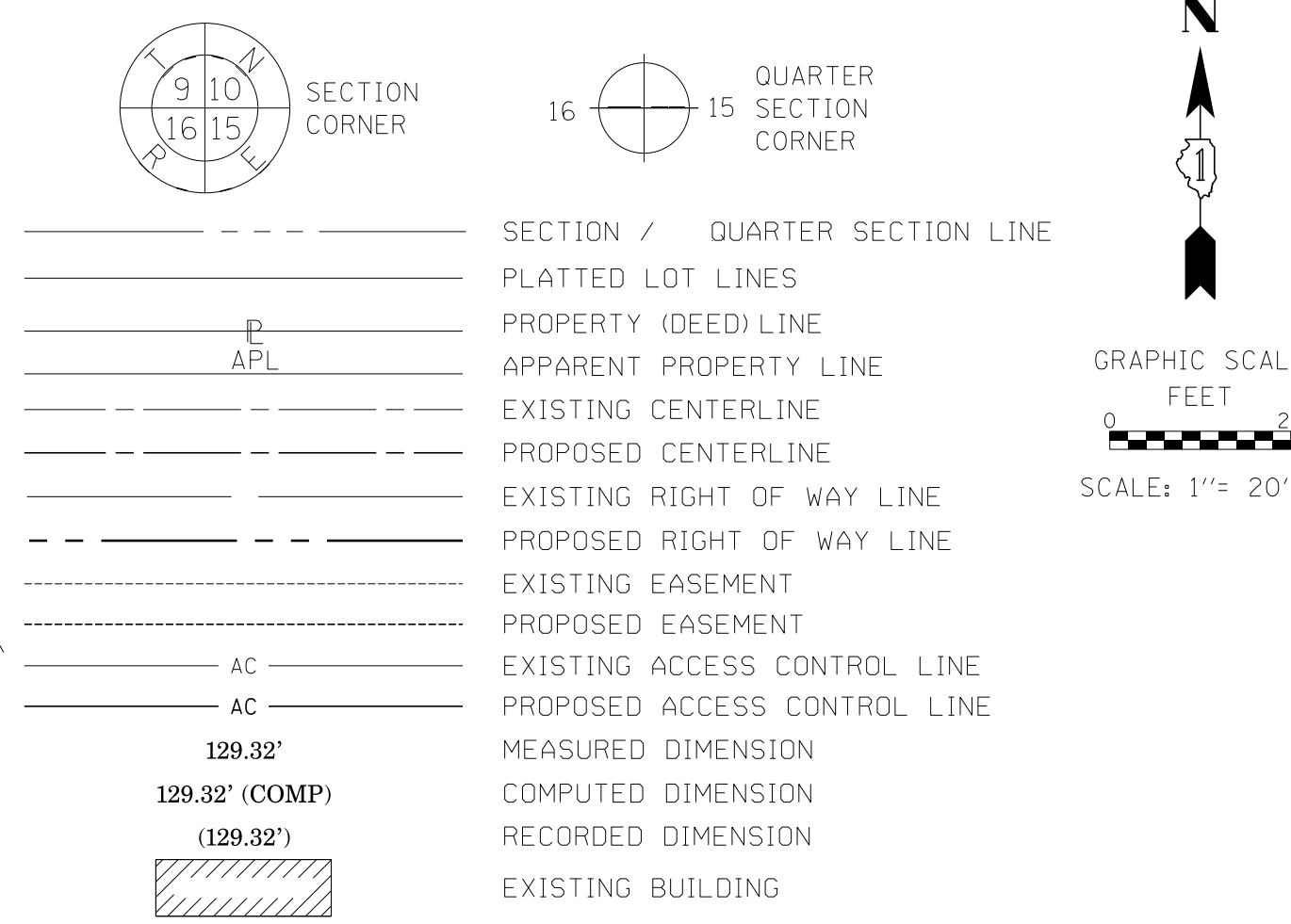
PROJECT COORDINATES ILLINOIS STATE PLANE, EAST ZONE, NAD83 (2011)

Tables for stationing: EXISTING WASHINGTON STREET, PROPOSED WASHINGTON STREET, EXISTING AURORA AVENUE, SECTION CORNERS, and PARCEL COORDINATES.

Table for PARCEL COORDINATES with columns: STATION, OFFSET, NORTHING, EASTING.



LEGEND



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

- IRON PIPE OR ROD FOUND
CUT CROSS FOUND OR SET
STAKING OF PROPOSED RIGHT OF WAY, SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, ZACHARY N. RAWLINGS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT NAPERVILLE, ILLINOIS THIS 7 DAY OF JANUARY, 2019 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3934
LICENSE EXPIRATION DATE: NOVEMBER 30, 2020
FIELD WORK COMPLETED: 1/24/2019
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

benesch engineers • scientists • planners
Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, Illinois 60601
312-565-0450
Design Firm License # 184.000882

PARCEL PLAT CITY OF NAPERVILLE WASHINGTON STREET BRIDGE RECONSTRUCTION. LIMITS: AURORA AVE TO CHICAGO AVE COUNTY: DUPAGE SECTION: TO STA. 132+53.56 JOB NO.: 10557 STA. 131+39.25 TO STA. 132+53.56 SHEET 1 OF 1 SHEETS CITY OF NAPERVILLE 400 SOUTH EAGLE STREET NAPERVILLE, ILLINOIS 60540

IDOT USE ONLY

NOTE: PROPERTY IS BURDENED BY AN EASEMENT TO ILLINOIS BELL TELEPHONE COMPANY, PER DOC. 282271 REC. JUN 27, 1929. EXISTING POLES REFERENCED IN DOCUMENT ARE NO LONGER PRESENT. OWNER IS LISTED IN TITLE COMMITMENT AS "BANKFINANCIAL, F.S.B., SUCCESSOR TO DOWNERS GROVE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1995 KNOWN AS TRUST NO. 95-267."

CURVE WASHINGTON_EX L = 138.77' R = 1365.00' CH. B. = N7°36'36"E CH. L. = 138.71'
CURVE WASHINGTON_PR L = 240.94' R = 2370.00' CH. B. = N7°36'36"E CH. L. = 240.84'

NOTE: ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED. BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID". ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99995095. AREAS SHOWN ON THIS PLAT ARE "GROUND".

REVISION DATE: REVISION MADE BY: