

PURCHASE AND SALE AGREEMENT
[Part of 2000 North Aurora Road]

THIS PURCHASE AND SALE AGREEMENT AND GRANT OF TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is entered into as of this _____ day of _____ 2020 (the “**Effective Date**”) by and between HANSON EXCHANGE, LLC, an Illinois limited liability company 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. Hanson Exchange LLC and the City of Naperville shall be referenced individually herein as “**Party**” and collectively as “**Parties**”.

RECITALS

- A. WHEREAS, Hanson Exchange, LLC (“**Owner**”) is the owner in fee simple of certain real property and all improvements located thereon located at 2000 North Aurora Road, Naperville 60563, legally described on **Exhibit A** attached hereto and made part hereof (“**Property**”); and
- B. WHEREAS, the City of Naperville (“**City**”) desires to purchase, and the Owner desires to sell approximately 1.130 acres of said Property comprised of a strip of the northern frontage of the Property varying between thirty-seven (37) and forty-seven (47) feet which will be used by the City to undertake roadway improvements on North Aurora Road between Weston Ridge Drive and Frontenac Road in conjunction with the Naperville Township Road District (“**Project**”); and
- C. WHEREAS, the portion of the Property sought to be acquired by the City for the Project is depicted and legally described on **Exhibit B** (“**City Parcel**”); and
- D. WHEREAS, the Owner has also agreed, by separate agreement, to grant a temporary construction easement on approximately 0.040 acres of the Property comprised of a five (5) foot strip of the Property as depicted and legally described on **Exhibit B** (“**Temporary Construction Easement**” or “**TCE Parcel**”); and
- E. 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, for 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.** Subject to the terms and conditions set forth herein, the entire consideration to be paid to the Owner by the City is three hundred and fifty thousand dollars (\$350,000) to be paid in cash at Closing to compensate the Owner for the value

of the City Parcel, for all damage to the remainder of the Property as affected by acquisition of the City Parcel and the Project improvements, for the Temporary Construction Easement including its impact on the Property, and for compensation to Owner for Owner's costs to relocate a fence on the Property and to remove portions of the parking lot and re-seal and stripe portions of the parking lot on the Property in order to accommodate certain of the Project improvements.

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 Warranty Deed in a form approved by the City Attorney and free and clear 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. Any recorded documents reflected or referenced on Sheet 4 of 10 (page 118 of 329 Contract No. 61G19) the Plat of Highways, State of Illinois Department of Transportation.
- 3.1.f. General Exception number 7 and Special Exceptions numbered 4, 7, 8, 9, 15, 16, 17, and 18 of the Fidelity National Insurance Title Company Title Commitment dated March 5, 2020 (WTC File No. JAI – 2018DP-4638.0) ("**Title Commitment**"). Owner shall cure Special Exceptions numbered 10 through 14 of the Title Commitment prior to Closing, as defined in Section 5.1 herein, by submission to the City of a fully executed partial release of the obligations set forth in said exceptions as to the City Parcel and the Temporary Construction Easement. Other exceptions listed in the Title Commitment which are not Permitted Exceptions shall be included in Owner's defense and indemnification obligations set forth in Section 4.1.7 hereof.

4. OWNER'S REPRESENTATIONS AND COVENANTS.

4.1 The Owner represents and warrants that:

4.1.1 As of Closing it has good title to the TCE Parcel, and to City Parcel subject to the Permitted Exceptions described in Section 3 above; and

4.1.2 As of Closing 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 It has the sole authority to grant the City a temporary construction easement on the TCE Parcel to be used in furtherance of the Project.

4.1.4 To the best of Owner's knowledge (with no independent duty of investigation), no part of the Property or TCE Parcel (i) has been designated or classified as wetlands by any entity or body having jurisdiction over such classification or designation; (ii) is located within a designated flood plain; or (iii) 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;

4.1.5 The Owner shall not encumber the City Parcel or TCE Parcel, or any part of either, with any mortgage, lien, or any obligation of any kind which mortgage, lien, or obligation would affect said City Parcel or the TCE Parcel after Closing. If any such encumbrance is filed on the City Parcel or the TCE Parcel after the Closing relating to obligations or circumstances occurring prior to Closing, the Owner agrees that the Owner shall immediately remove such encumbrances;

4.1.6 The Owner 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 City Parcel or the TCE Parcel, and that there will be no outstanding obligations or commitments of any kind relative to any management, maintenance or service agreement(s) affecting the City Parcel or the TCE Parcel as of the Closing; and

4.1.7 The Owner releases the City from and against any and all claims, demands, costs, liabilities and expenses, attorneys' fees and compensation whatsoever arising in whole or in part out of or relating to the City Parcel that have arisen or exist, including known and unknown claims, prior to the Effective Date of this Agreement (hereinafter "Claims") other than Claims associated with the Permitted Exceptions set forth in Subsection 3.1. The Owner further agrees to defend and indemnify the City against any claims, demands, or actions of any kind brought by any tenant or lessee of the Property against the City resulting from Owner's conveyance of the City Parcel to the City. The Owner further releases the City from and against any and all claims, demands, costs, liabilities and expenses, attorneys' fees and compensation whatsoever arising in whole or in part out of or relating to Owner's grant of the TCE to the City, and the City's use thereof, that have arisen or exist, including known and unknown claims, prior to the Effective Date of this Agreement.

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 counsel for 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 Property except that Owner 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 Owner shall be responsible for its own costs for all matters associated with the conveyance of the Property 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 on the current form of the American and Title Association Owner's Policy (or equivalent policy) in the amount of one hundred and fifteen thousand dollars (\$115,000) through the date thereof.

5.4 At the Closing, the Owner shall cause the Title Company to provide the City with a marked-up Title Commitment in the amount of one hundred and fifteen thousand dollars (\$115,000) 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 The Owner shall furnish the City, at Closing, 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.

5.8 The City of Naperville acknowledges that the parking lot on the Property constitutes, and will continue to constitute, an existing legal non-conforming structure on the Property and as such shall be permitted to remain on the Property subject to compliance with the provisions Section 6-2-19 of the Naperville Municipal Code. To evidence this, the Naperville City Council has adopted the Ordinance attached hereto and made part hereof as **Exhibit C**. Further, said Ordinance reflects the finding by the City Zoning Administrator that the current industrial use of the Property is a permitted use within the Industrial Zoning District of the Naperville Municipal Code in which the Property is located.

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 accruing prior to the conveyance of the City Parcel to the City the City shall promptly send a copy of the bill to Owner, and in such case, the Owner shall then timely pay or contest said bill together with any interest and penalties.

7. GENERAL PROVISIONS.

7.1 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.

7.2 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.

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

7.4 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.

7.5 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.

7.6 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.

7.7 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 and giving 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.

7.8 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.

7.9 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

Phil Hanson
President
C.H. Hanson Co.
200 North Aurora Rd.
Naperville, IL 60563

With a copy to:

Michael M. Roth
Ice Miller, LLP
2300 Cabot Drive, Suite 455
Lisle, IL 50532

7.10 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.

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

7.12 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. If any restriction or limitation in this Agreement is deemed to be unreasonable, onerous and unduly restrictive by a court of competent jurisdiction, it shall not be stricken, in its entirety and held totally void and unenforceable, but shall be deemed rewritten and shall remain effective to the maximum extent permissible under applicable law within reasonable bounds.

7.13 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, agreed Orders and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement, which said purpose

is acknowledges to be a full and complete resolution of the eminent domain dispute with a comprehensive release of liability.

7.14 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.

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

7.16 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.


7.17 Authorizations. Each of the signatories to this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of his or her respective Party and by such signature to bind that Party to this Agreement.

7.18 Survival. The following Sections and Subsections shall survive the conveyance of the City Parcel and the Temporary Construction Easement to the City: 2, 3.1, 4.1.1, 4.1.2, 4.1.3, 4.1.5, 4.1.6, 4.1.7, 5.8, 6.1, and Section 7 and each subpart thereof.

[Signature pages follow.]

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

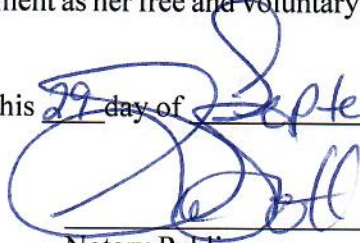
HANSON EXCHANGE, LLC
an Illinois limited liability company

By: 
Printed Name: PHILIP C HANSON
Its: PRESIDENT

SSN.P. Texas)
State of Illinois)
SSN.P. Hood ss)
County of DuPage)

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

Given under my hand and official seal this 29 day of September, 2020.



Notary Public
My Commission Expires: 02/08/2023

Sherry Scott
Print Name

Seal

CITY OF NAPERVILLE

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

ATTEST

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

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

THE EAST 684.41 FEET (AS MEASURED ON THE NORTH LN AND PARALLEL WITH THE EAST LINE) OF THAT PART OF THE NORTHWEST ¼ OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF WESTON RIDGE INDUSTRIAL PARK UNIT NO. 1 ASSESSMENT PLAT OF PART OF SAID SECTION, AS RECORDED SEPTEMBER 23, 1969 AS DOCUMENT R69-42494, NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT OF WAY AND SOUTH OF THE CENTER LINE OF NORTH AURORA ROAD, IN DU PAGE COUNTY, ILLINOIS.

ADDRESS: 2000 North Aurora Road, Naperville, IL 60563

PIN: 07-16-101-006

LEGAL DESCRIPTION OF CITY PARCEL:

That part of the Northwest Quarter of Section 16, Township 38North, Range 9East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999464926, described as follows: Commencing at the northwest corner of the Northwest Quarter of said Section 16; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of South 0 degrees 08minutes 08seconds West along the west line of the Northwest Quarter of said Section 16, a distance of 721.34 feet to the center line of North Aurora Road; thence South 89 degrees 55 minutes 03 seconds East along the center line of North Aurora Road, a distance of 1585.87 feet to the northwest corner of the grantor according to special warranty deed recorded August 2, 2005as document number R2005-167219and the point of beginning; thence continuing South 89 degrees 55 minutes 03 seconds East along the center line of North Aurora Road, a distance of 684.37 feet to the northeast corner of the grantor, according to said special warranty deed; thence South 2 degrees 42 minutes 47 seconds West along the east line of the grantor, according to said special warranty deed and along the west line of Lot 1 in Owens-Cornell Resubdivision recorded December 18, 1990 as document number R90-171947, a distance of 70.04 feet; thence North 89 degrees 54 minutes 05 seconds West, a distance of 53.76 feet; thence South 0 degrees 05 minutes 55 seconds West, a distance of 10.00 feet; thence North 89 degrees 54 minutes 05 seconds West, a distance of 126.41 feet; thence North 0 degrees 12 minutes 39 seconds West, a distance of 10.00 feet; thence North 89 degrees 54 minutes 05 seconds West, a distance of 504.16 feet to the west line of the grantor, according to said special warranty deed; thence North 2 degrees 42 minutes 47 seconds East along the west line of the grantor, according to said special warranty deed, a distance of 70.25 feet to the point of beginning.

Said parcel containing 1.30 acres, more or less, of which 0.518 acre, more or less, was previously dedicated or used for highway purposes

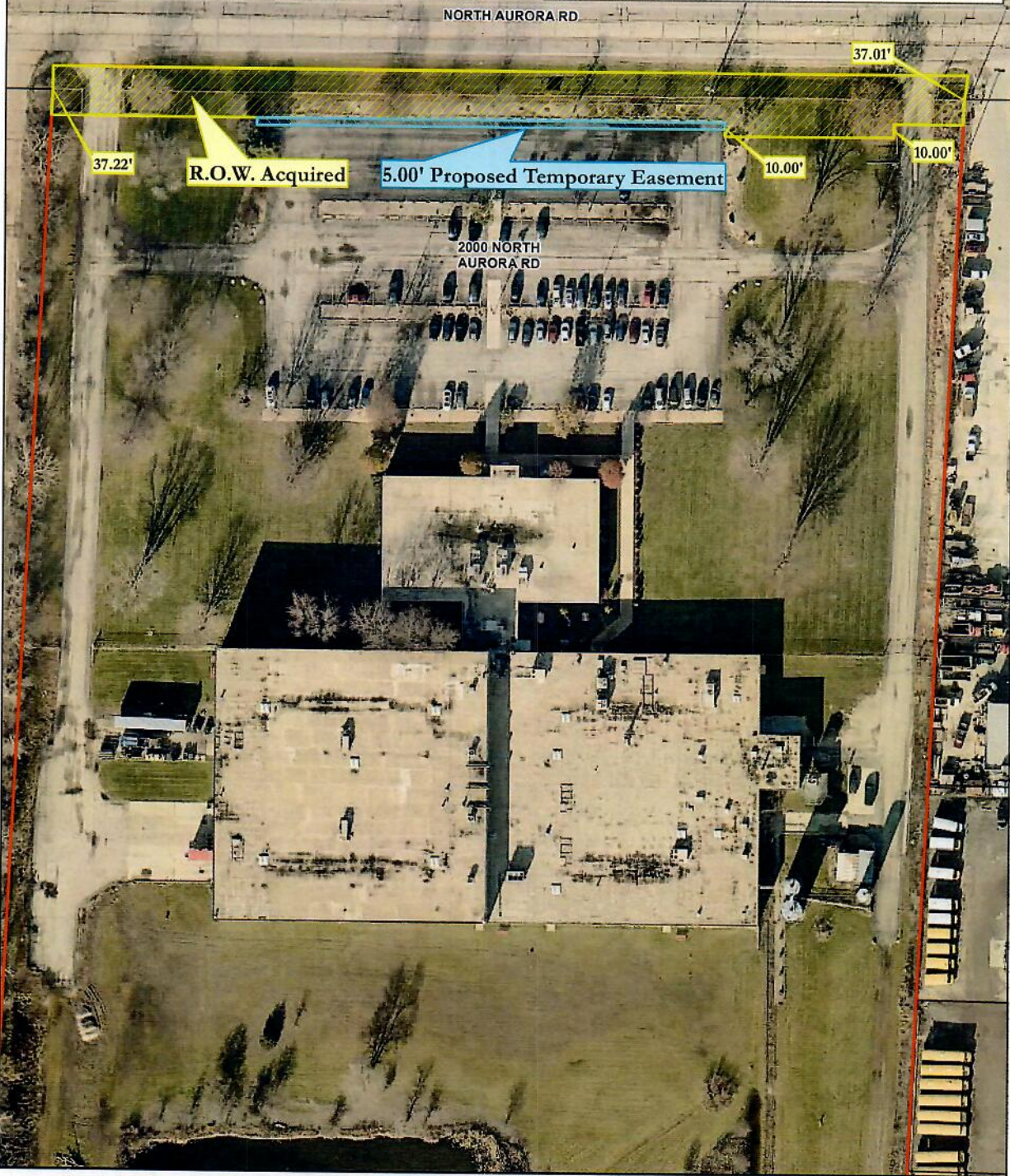
Index No. 07-16-101-006

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT:

That part of the Northwest Quarter of Section 16, Township 38North, Range 9East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999464926, described as follows: Commencing at the northwest corner of the Northwest Quarter of said Section 16; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of South 0 degrees 08minutes 08seconds West along the west line of the Northwest Quarter of said Section 16, a distance of 721.34 feet to the center line of North Aurora Road; thence South 89 degrees 55 minutes 03 seconds East along the center line of North Aurora Road, a distance of 1585.87 feet to the northwest corner of the grantor according to special warranty deed recorded August 2, 2005as document number R2005-167219; thence continuing South 89 degrees 55 minutes 03 seconds East along the center line of North Aurora Road, a distance of 684.37 feet to the northeast corner of the grantor, according to said special warranty deed; thence South 2 degrees 42 minutes 47 seconds West along the east line of the grantor, according to said special warranty deed and along the west line of Lot 1 in Owens-Cornell Resubdivision recorded December 18, 1990 as document number R90-171947, a distance of 70.04 feet; thence North 89 degrees 54 minutes 05 seconds West, a distance of 53.76 feet; thence South 0 degrees 05 minutes 55 seconds West, a distance of 10.00 feet; thence North 89 degrees 54 minutes 05 seconds West, a distance of 126.41 feet; thence North 0 degrees 12 minutes 39 seconds West, a distance of 10.00 feet to the point of beginning; thence continuing North 0 degrees 12 minutes 39 seconds West, a distance of 5.00 feet; thence North 89 degrees 54 minutes 05 seconds West, a distance of 347.76 feet; thence South 0 degrees 05 minutes 55 seconds West, a distance of 5.00 feet; thence South 89 degrees 54 minutes 05 seconds East, a distance of 347.79 feet to the point of beginning.

Said temporary easement containing 0.040 acre, more or less. Said temporary easement to be used for construction purposes.

Index No. 07-16-101-006



Transportation, Engineering and Development Business Group
 Questions Contact (630) 420-6100
 www.naperville.il.us
 Date: 8/17/2020

Exhibit B
LEGAL DESCRIPTION AND DEPICTION OF CITY PARCEL & TEMPORARY EASEMENT
 2000 N. Aurora Rd (Hanson)

This map should be used for reference only. The data is subject to change without notice. City of Naperville assumes no liability in the use or application of the data. Reproduction or redistribution is forbidden without expressed written consent from the City of Naperville.



Exhibit C

PIN: 07-16-101-006

ADDRESS:
2000 NORTH AURORA ROAD
NAPERVILLE, IL 60563

PREPARED BY:
CITY OF NAPERVILLE
LEGAL DEPARTMENT
630/420-4170

RETURN TO:
CITY OF NAPERVILLE
CITY CLERK'S OFFICE
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540

ORDINANCE NO. 20 - ____

**AN ORDINANCE AFFIRMING THE APPLICABILITY OF
SECTION 6-2-19 (EXISTING BUILDINGS AND STRUCTURES)
TO THE PROPERTY LOCATED AT 2000 NORTH AURORA ROAD FOLLOWING
ACQUISITION OF ADDITIONAL RIGHT-OF-WAY FOR NORTH AURORA ROAD**

RECITALS

1. **WHEREAS**, the property located at 2000 North Aurora Road in the City of Naperville, legally described on Exhibit A and depicted on Exhibit B (hereinafter "Subject Property"), is owned by Hanson Exchange LLC, 2000 North Aurora Road, Naperville, IL 60563 (hereinafter "Property Owner"); and
2. **WHEREAS**, the Subject Property is zoned I (Industrial), and at all times has been utilized for industrial uses; and
3. **WHEREAS**, the Subject Property abuts North Aurora Road along its northern property line; and
4. **WHEREAS**, North Aurora Road is a minor arterial roadway and designated truck route with an average daily trip of 21,000 vehicles per day, serving both residents of

Naperville and Aurora, as well as providing access to the Route 59 Metra Station;
and

5. **WHEREAS**, in 2020, the City of Naperville, in conjunction with the Naperville Township Road District, will undertake CIP# SC033 to improve North Aurora Road between Weston Ridge Drive and Frontenac Road (hereinafter "CIP# SC033"); and
6. **WHEREAS**, CIP# SC033 will increase roadway capacity by adding one through lane in each direction, thereby reducing congestion; improve safety through the addition of roadway lighting and left turn channelization; add new pedestrian and bicycle facilities to provide access to the Route 59 Metra Station; and improve corridor drainage; and
7. **WHEREAS**, CIP# SC033 necessitates the acquisition of an additional forty-seven feet (47') of North Aurora Road right-of-way, at its greatest extent, along the frontage of the Subject Property (hereinafter "Acquisition") as depicted in **Exhibit C** as well as temporary access easements; and
8. **WHEREAS**, per Section 6-8C-7 (Industrial District: Yard Requirements) of the current Naperville Municipal Code (hereinafter "Code"), there shall be a required yard adjacent to each existing or proposed roadway which bounds an individual tract. Such yard shall not be less than twenty feet (20') in depth; provided, however, that such yard located across a street from a residence district shall in no event be less than one hundred feet (100') in depth; and
9. **WHEREAS**, per Section 6-8C-7, the city has reviewed the Subject Property and confirms it has a required yard of 100' adjacent to North Aurora Road; and

10. **WHEREAS**, Section 6-9-2:4.3 of the Code (Off-Street Parking Facilities: Industrial), requires that parking facilities may not be located in the required front yard; and
11. **WHEREAS**, the existing parking lot on the Subject Property is located within the required 100' front yard and has been deemed by the City to be an existing legal non-conforming improvement; and
12. **WHEREAS**, following Acquisition, the parking lot located on the Subject Property will continue to be located within the required 100' yard, in conflict with the Code; and
13. **WHEREAS**, the City affirms that the parking lot will continue to be a legal non-conforming improvement following Acquisition; and
14. **WHEREAS**, Section 6-2-19 (Existing Buildings and Structures) of the Code provides regulations pertaining to the continuance, repair and alteration, restoration, and relocation of existing buildings and structures which do not comply with Code requirements; and
15. **WHEREAS**, the City Council, through this Ordinance, hereby affirms that that regulations provided in Section 6-2-19 of the Code shall be applicable to the Subject Property following Acquisition, as further described below; and
16. **WHEREAS**, as noted in Recital 2 above, the Subject Property is located within the Industrial Zoning District of the City of Naperville; and
17. **WHEREAS**, the current industrial use of the Subject Property has been determined by the City Zoning Administrator to be a permitted use within the Industrial Zoning District of the Naperville Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule powers, as follows:

SECTION 1: The foregoing recitals are incorporated as though fully set forth in this Section 1. All exhibits referenced in this Ordinance shall be deemed incorporated and made part hereof.

SECTION 2: Following Acquisition, the parking lot located on the Subject Property will not comply with the 100' front yard setback required along North Aurora Road. The City Council affirms that Section 6-2-19 (Existing Buildings and Structures) of the Code shall be applicable to the Subject Property following Acquisition, including:

- A. Any building or structure which existed at the time of the adoption of this Title, or any amendment hereto, and which does not comply with yard requirements of the zoning district in which said building or structure is located upon the adoption of this Title, or any amendments hereto, may be continued during the remainder of the normal life of the building or structure or until the building or structure has deteriorated to the extent that it is no longer safe. The continuance of such building or structure shall be subject to the regulations herein set forth.
- B. Repairs and alterations which increase the bulk of the building or structure and which increase the lot coverage may be made to a building or structure which does not comply with the yard requirements of the zoning district in which said building or structure is located, provided said repairs or alterations comply with the conditions, yard requirements, height limitations, and bulk regulations of the zoning district in which said building or structure is located.
- C. Nothing in this Title shall prevent the reconstruction, repairing or rebuilding of a building, structure or part thereof which does not comply with yard requirements of the zoning district in which said building or structure is located and which exists at the effective date hereof, rendered necessary by wear and tear, or deterioration of which is required by the provisions of the building regulations of the City relative to the maintenance of said buildings or structures, provided the cost of such work, within a two-year time period, shall not exceed fifty percent (50%) of the replacement cost of such building or structure at the time such work is done.

D. If a building or structure which does not comply with yard requirements of the zoning district in which said building or structure is located is damaged by fire, collapse, explosion, or other casualty or act of God to the extent that the cost of restoration to the condition in which it was before the occurrence shall exceed fifty percent (50%) of the replacement cost of the building or structure at the time of destruction or damage, then any new construction or reconstruction must comply with all regulations of the zoning district in which the building or structure is located

SECTION 3: This Ordinance is subject to all conditions and requirements set forth in the Naperville Municipal Code, as amended from time to time.

SECTION 4: The City Clerk is authorized and directed to record this Ordinance with the DuPage County Recorder.

SECTION 5: If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision, shall not affect any of the remaining provisions of this Ordinance or any other City ordinance, resolution, or provision of the Naperville Municipal Code.

SECTION 6: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this _____ day of _____, 2020.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2020.

Steve Chirico
Mayor

ATTEST:

Pam Gallahue, Ph. D.
City Clerk

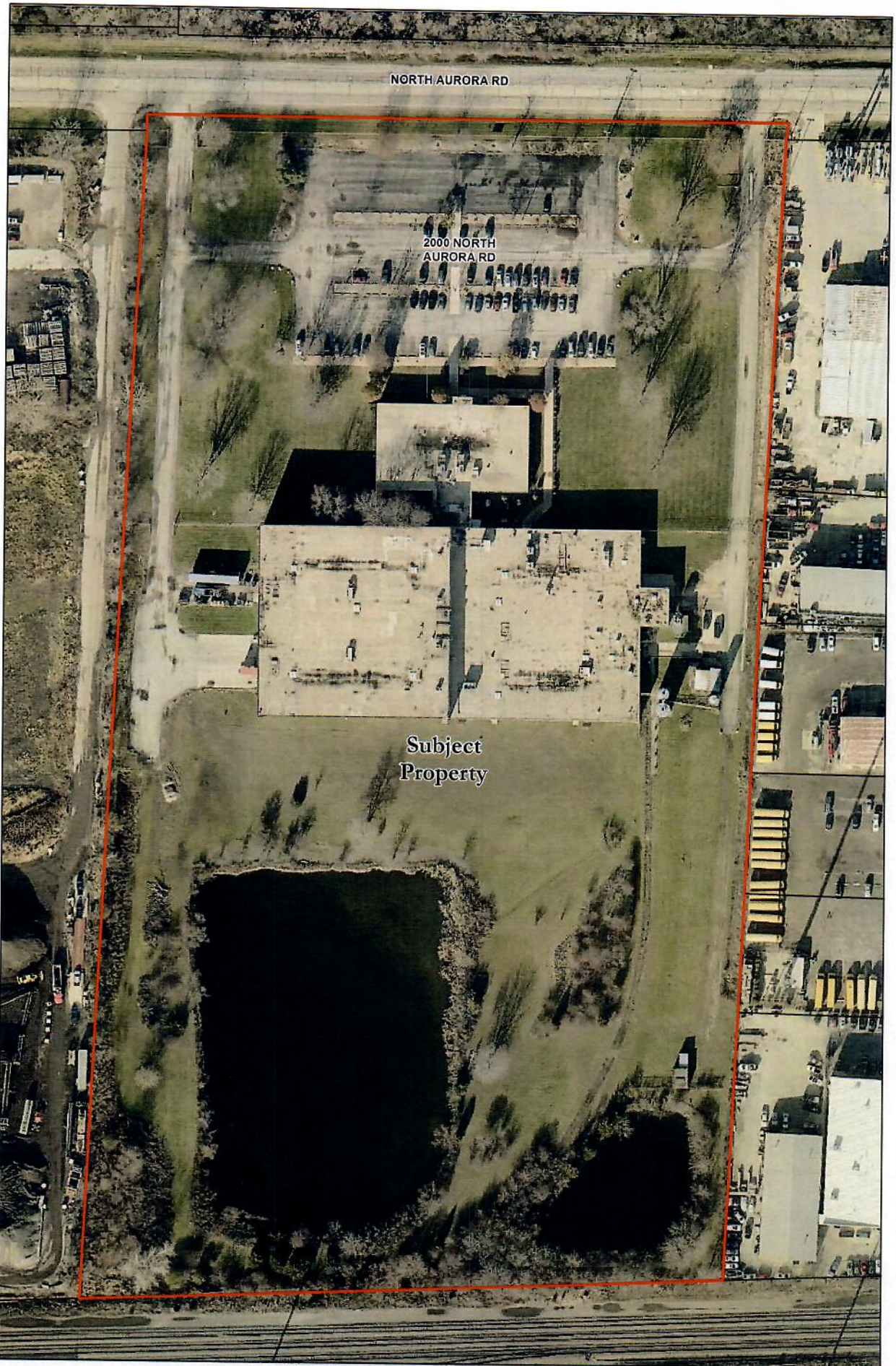
EXHIBIT A

LEGAL DESCRIPTION

THE EAST 684.41 FEET (AS MEASURED ON THE NORTH LN AND PARALLEL WITH THE EAST LINE) OF THAT PART OF THE NORTHWEST ¼ OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF WESTON RIDGE INDUSTRIAL PARK UNIT NO. 1 ASSESSMENT PLAT OF PART OF SAID SECTION, AS RECORDED SEPTEMBER 23, 1969 AS DOCUMENT R69-42494, NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT OF WAY AND SOUTH OF THE CENTER LINE OF NORTH AURORA ROAD, IN DU PAGE COUNTY, ILLINOIS.

ADDRESS: 2000 North Aurora Road, Naperville, IL 60563

PIN: 07-16-101-006



Transportation, Engineering and
Development Business Group
Questions Contact (630) 420-6100
www.naperville.il.us
Date: 8/10/2020

Exhibit B
DEPICTION OF PROPERTY
2000 N. Aurora Rd (Hanson)

This map should be used for reference only.
The data is subject to change without notice.
City of Naperville assumes no liability in the use
or application of the data. Reproduction or
redistribution in any form without expressed
written consent from the City of Naperville.



LEGAL DESCRIPTION OF CITY PARCEL:

That part of the Northwest Quarter of Section 16, Township 38 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999464926, described as follows: Commencing at the northwest corner of the Northwest Quarter of said Section 16; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of South 0 degrees 08 minutes 00 seconds West along the west line of the Northwest Quarter of said Section 16, a distance of 721.34 feet to the center line of North Aurora Road; thence South 89 degrees 53 minutes 03 seconds East along the center line of North Aurora Road, a distance of 1585.87 feet to the northwest corner of the grantor according to special warranty deed recorded August 2, 2005 as document number R2005-167219 and the point of beginning; thence continuing South 89 degrees 53 minutes 03 seconds East along the center line of North Aurora Road, a distance of 684.57 feet to the northeast corner of the grantor, according to said special warranty deed; thence South 2 degrees 42 minutes 47 seconds West along the east line of the grantor, according to said special warranty deed and along the west line of Lot 1 in Owens-Connell Resubdivision recorded December 18, 1990 as document number R90-171947, a distance of 70.04 feet; thence North 89 degrees 54 minutes 05 seconds West, a distance of 53.76 feet; thence South 0 degrees 05 minutes 55 seconds West, a distance of 10.00 feet; thence North 89 degrees 54 minutes 05 seconds West, a distance of 126.41 feet; thence North 0 degrees 12 minutes 39 seconds West, a distance of 10.00 feet; thence North 89 degrees 54 minutes 05 seconds West, a distance of 504.16 feet to the west line of the grantor, according to said special warranty deed; thence North 2 degrees 42 minutes 47 seconds East along the west line of the grantor, according to said special warranty deed, a distance of 70.25 feet to the point of beginning.

Said parcel containing 1.130 acres, more or less, of which 0.518 acre, more or less, was previously dedicated or used for highway purposes.

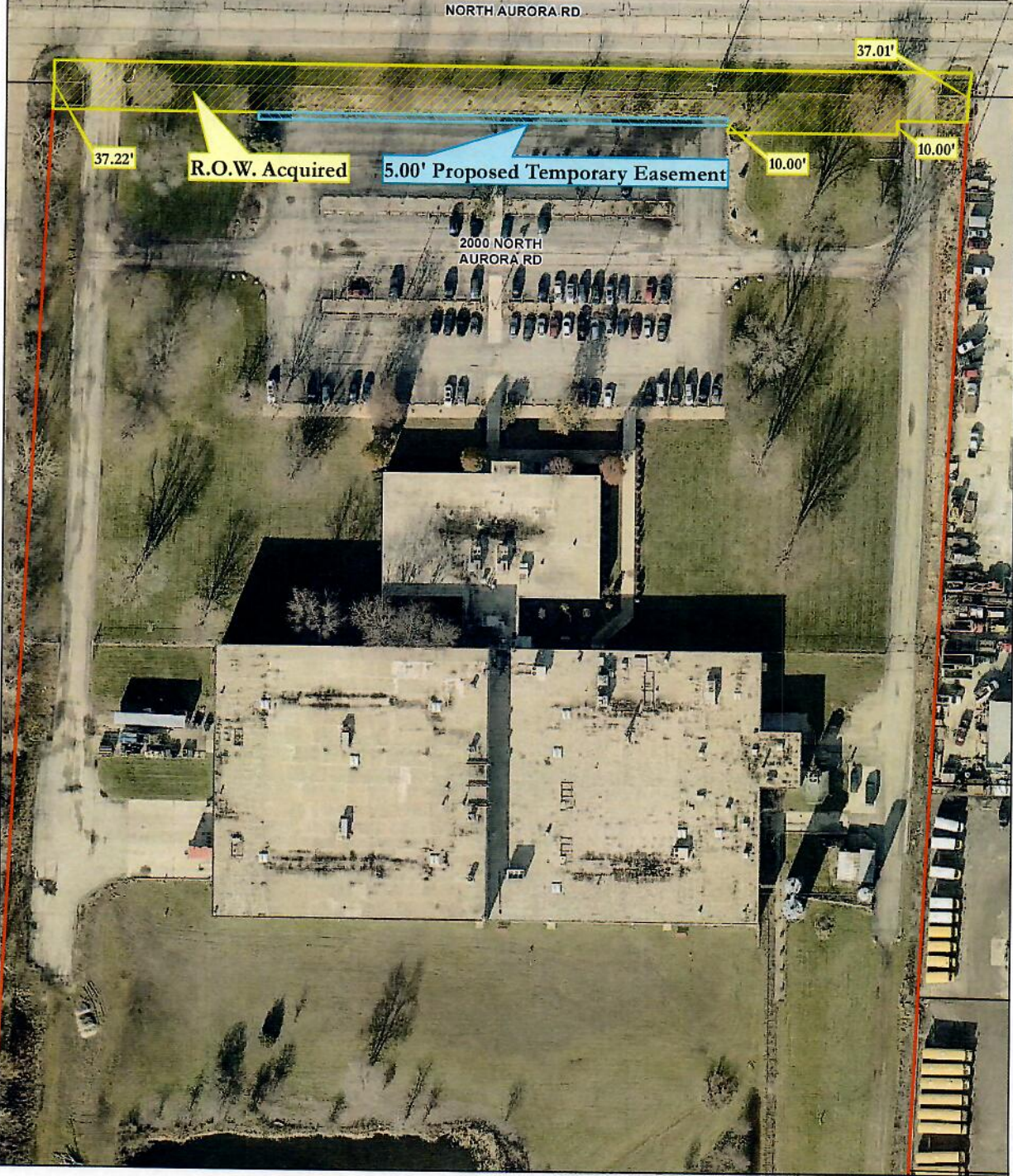
Index No. 07-16-101-006

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT:

That part of the Northwest Quarter of Section 16, Township 38 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999464926, described as follows: Commencing at the northwest corner of the Northwest Quarter of said Section 16; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of South 0 degrees 08 minutes 00 seconds West along the west line of the Northwest Quarter of said Section 16, a distance of 721.34 feet to the center line of North Aurora Road; thence South 89 degrees 53 minutes 03 seconds East along the center line of North Aurora Road, a distance of 1585.87 feet to the northwest corner of the grantor according to special warranty deed recorded August 2, 2005 as document number R2005-167219; thence continuing South 89 degrees 53 minutes 03 seconds East along the center line of North Aurora Road, a distance of 684.57 feet to the northeast corner of the grantor, according to said special warranty deed; thence South 2 degrees 42 minutes 47 seconds West along the east line of the grantor, according to said special warranty deed and along the west line of Lot 1 in Owens-Connell Resubdivision recorded December 18, 1990 as document number R90-171947, a distance of 70.04 feet; thence North 89 degrees 54 minutes 05 seconds West, a distance of 53.76 feet; thence South 0 degrees 05 minutes 55 seconds West, a distance of 10.00 feet; thence North 89 degrees 54 minutes 05 seconds West, a distance of 126.41 feet; thence North 0 degrees 12 minutes 39 seconds West, a distance of 10.00 feet to the point of beginning; thence continuing North 0 degrees 12 minutes 39 seconds West, a distance of 5.00 feet; thence North 89 degrees 54 minutes 05 seconds West, a distance of 347.76 feet; thence South 0 degrees 05 minutes 55 seconds West, a distance of 5.00 feet; thence South 89 degrees 54 minutes 05 seconds East, a distance of 347.79 feet to the point of beginning.

Said temporary easement containing 0.040 acre, more or less. Said temporary easement to be used for construction purposes.

Index No. 07-16-101-006



Transportation, Engineering and Development Business Group
 Questions Contact (630) 420-6100
 www.naperville.il.us
 Date: 8/10/2020

Exhibit C
LEGAL DESCRIPTION AND DEPICTION OF CITY PARCEL & TEMPORARY EASEMENT
 2000 N. Aurora Rd (Hanson)

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