

**SPECIAL WARRANTY DEED**

Statutory (Illinois)  
(Corporation to Corporation)  
County: DuPage  
Township: Naperville  
P.I.N.: 07-09-111-004

**SPECIAL WARRANTY DEED**

**THE GRANTOR, CITY OF NAPERVILLE**, a home rule municipality organized and existing under and by virtue of the Constitution and laws of the State of Illinois and duly authorized to do business under the statutes of the State of Illinois, with offices located at 400 South Eagle Street, for and in consideration of ten dollars (\$10) and other valuable consideration paid, does hereby convey and warrant to the Naperville Park District, an Illinois municipal corporation with its principal offices at 320 West Jackson, Naperville, Illinois 60540, all interest in the following described real estate ("Property") situated in the County of DuPage, State of Illinois, to wit:

Outlot I in the Atwater Subdivision Phase 1 being a part of the South Half Section of 4 and part of Section 9, Township 38 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois.

Permanent Real Estate Index Number: 07-09-111-004

Common address of Property: 1616 Capeside Drive, Naperville, IL 60563

Together with all and singular the hereditaments and appurtenances thereunto belonging,

**SUBJECT ONLY TO:** Building restrictions of record and building lines; conditions and covenants of record as to use and occupancy; zoning laws and ordinances and other ordinances of record; easements of record, including but not limited to easements for public utilities and public roads, a public utility and drainage easement granted on the subdivision plat recorded as document number R2016-040514 , general real estate taxes accruing after the date of acceptance of this deed by the Naperville City Council, easements reserved to the City of Naperville on the Property as set or referenced in Addendum "A" attached hereto and made part hereof, exceptions listed on Schedule B of the ALTA Commitment for Title Insurance attached as Addendum "B", and subject to any state of facts which an accurate survey of the Property would show.

**The GRANTOR COVENANTS WITH GRANTEE** and its successors in title that GRANTOR has not done, or suffered to be done, anything whereby the said Property hereby granted is, or may be, in any manner, encumbered or charged except as herein recited or referenced; and that GRANTOR will WARRANT AND DEFEND said Property to the extent of the warranties made herein against all persons lawfully claiming, or to claim the same, by, through or under it, subject to the exceptions set forth or referenced herein.

**IN WITNESS WHEREOF**, said GRANTOR, the City of Naperville, has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its City Manager and attested by its City Clerk this \_\_\_\_\_ of \_\_\_\_\_, 2017.

**GRANTOR  
CITY OF NAPERVILLE**

\_\_\_\_\_  
Douglas A. Krieger  
City Manager

**Attest**

By: \_\_\_\_\_  
Pam Gallahue, Ph.D.  
City Clerk

State of Illinois                    )  
  )  
County of DuPage                 )

The foregoing instrument was acknowledged before me by Douglas A. Krieger, Naperville City Manager, and Pam Gallahue, Naperville City Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
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.

This instrument was prepared by Patricia Johnson Lord, Senior Assistant City Attorney, 400 South Eagle Street, Naperville, Illinois 60540.

**Mail Deed and Send Subsequent Tax Bills To:**  
Naperville Park District  
320 West Jackson  
Naperville, Illinois 60540

**ADDENDUM "A"**  
**TO DEED OF CONVEYANCE**  
**FROM THE CITY OF NAPERVILLE TO THE**  
**NAPERVILLE PARK DISTRICT**  
**FOR OUTLOT I IN**  
**ATWATER SUBDIVISION - PHASE 1**

Description of Real Property ("Property"):

Legal Description: Outlot I in the Atwater Subdivision Phase 1 being a part of the South Half Section of 4 and part of Section 9, Township 38 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois.

P.I.N. #: 07-09-111-004

Common Address: 1616 Capeside Drive, Naperville, IL 60563

**Topography:** The City of Naperville expressly declares its intent and agreement that it will not alter or cause to be altered the topography of the Property hereby conveyed unless alterations are necessary to ensure compliance with the intent of the drainage program set forth in the approved engineering plans approved by the City, prepared by Cemcon, Ltd., dated the 28<sup>th</sup> day of August, 2015, and filed in the offices of the Transportation, Engineering, and Development department of the City and the offices of the Naperville Park District. The Naperville Park District will not way alter or cause to be altered the topography of Property without amended engineering plans first approved by the City of Naperville.

**Reservation of Easements:** The following permanent easements are hereby reserved to the City of Naperville ("City") and, at the City's discretion, to those public utility companies operating under franchise or authority of the City, on the above-described real property which Property is being conveyed by the City to the Naperville Park District ("Park District"):

A twenty foot permanent exclusive easement in, on, across, over, under, and through the interior twenty foot perimeter of Property for the perpetual right, privilege and authority to: survey, construct, reconstruct, repair, replace, enlarge, remove, alter, clean, inspect, maintain, renew, and operate electrical systems, water, sewer, drainage, stormwater, community antenna television (but not including cellular telephone towers or antennae), telephone and information processing systems (other than cellular telephone towers or antennae), together with manholes, catch basins, buffalo boxes, and without limitation any such other installation as may be required to furnish said public utilities ("hereafter utility installations") or franchise services to the Property or to other properties as may be deemed necessary by the City, together with the right of access across the Property by vehicle or by foot for the necessary persons and equipment to do any and all of the above work; and

A twenty foot nonexclusive easement centered upon any utility improvements on the Property installed, or being installed, as of the date of recordation of the deed to which this Addendum is attached (hereinafter "Internal Utility Easement Premises"), for the perpetual right, privilege and authority to: survey, construct, reconstruct, repair, replace, enlarge, remove, alter, clean, inspect, maintain, renew, and operate electrical systems, water, sewer, drainage, stormwater, community antenna television (but not including cellular telephone towers or antennae), telephone and information processing systems (other than cellular telephone towers or antennae), together with manholes, catch basins, buffalo boxes, and without limitation any such other installation as may be required to furnish said public utilities (hereafter "utility installations") or franchise services to the Property or to other properties as may be deemed necessary by the City, together with the right of access across the Property by vehicle or by foot for the necessary persons and equipment to do any and all of the above work.

The easements described herein shall constitute a covenant running with the land and shall be binding upon the Naperville Park District and its agents, successors and assigns.

**Additional Easement Provisions Regarding Use of the Easement Premises:**

1. The City may install above ground utilities on Perimeter Easement Premises unless otherwise mutually agreed to by the City and the Park District.
2. Above ground utilities shall not be installed by the City on Internal Utility Easement Premises unless mutually agreed by the City and the Park District. Manhole lids, covers, and grates shall not be considered above ground utilities and shall be permitted to be installed by the City unless they interfere with Park District programming.
3. The City shall be granted the right to trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to the public utilities, or, without limitation, utility installations in, on, across, under or through the Perimeter Easement Premises and the Internal Utility Easement Premises.
4. No permanent buildings or trees shall be placed on the Perimeter Easement Premises or the Internal Utility Easement Premises without the express written permission of the City, but said Easement Premises may be used for gardens, shrubs, landscaping, fencing, parking (including asphalt) and other purposes that do not then or later interfere with the aforesaid uses and rights. If either the Perimeter Easement Premises or the Internal Utility Easement Premises are disturbed or damaged by the City or its agents, employees, or contractors, the City shall restore said Easement Premises to the same or better condition within a time frame agreed upon by the City and the Park District. If either the Perimeter Easement Premises or the Internal Utility Easement Premises are disturbed or damaged by the Park District or its agents, employees, or contractors, the Park District shall restore said Easement Premises to the same or better condition within a time frame agreed upon by the City and the Park District.

**Modification by Agreement:** The size, location, and uses of the Perimeter Easements and Easements for Current Utilities described herein may be modified by written agreement of City and Park District staff.

**Notice:** The City shall provide the Park District with as much advance notice as reasonably possible of its intent to perform the work described herein in the Easement Premises-except in emergency circumstances where advance notice is impractical, and the City shall cooperate with the Park District to avoid interrupting Park District programming and use to the greatest extent that is practical for both parties.

# Addendum B

## ALTA COMMITMENT FOR TITLE INSURANCE



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**17NW7128567VH**

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company

By:

President

Attest:

Secretary



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ALTA Commitment (06/17/2006)

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ORIGINATING OFFICE	FOR SETTLEMENT INQUIRIES, CONTACT
Chicago Title Company, LLC 175 East Hawthorn Pkwy #225 Vernon Hills, IL 60061 Main Phone: (847)367-5820 Email: ctvernonhills@ctt.com	Chicago Title and Trust Company 175 East Hawthorn Pkwy #225 Vernon Hills, IL 60061 Main Phone: (847)367-5820 Main Fax: (847)367-5945

Issued By: Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.  
 175 E. Hawthorne Pkwy, Suite 145  
 Vernon Hills, IL 60061

**SCHEDULE A**

**ORDER NO. 17NW7128567VH**

Property Ref.: Capeside Dr, Naperville, IL 60540

1. Effective Date: July 5, 2017
2. Policy or Policies to be issued:
  - a. ALTA Owner's Policy 2006  
 Proposed Insured: Naperville Park District  
 Policy Amount: \$50,000.00
3. The estate or interest in the land described or referred to in this Commitment is:  
 Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:  
 Pulte Home Corporation, a Michigan Corporation
5. The land referred to in this Commitment is described as follows:

OUTLOT I IN ATWATER SUBDIVISION PHASE 1, BEING A PART OF THE SOUTH 1/2 OF SECTION 4 AND PART OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT R2016-040514, IN DUPAGE COUNTY, ILLINOIS.

**END OF SCHEDULE A**

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## SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

**General Exceptions**

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. **Note for Information: The coverage afforded by this commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the company have been fully paid.**
- A 8. **Taxes for the years 2016 and 2017.**  
  
Taxes for the years 2017 are not yet due or payable.  
  
Permanent Tax No.: 07-09-111-004  
  
Note: The assessed value is under \$150.00, no 2016 taxes due.
- B 9. **Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**
- C 10. **Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.**
- D 11. **The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.**

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**SCHEDULE B**

(continued)

- E 12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:
- Name of Corporation: PULTE HOME CORPORATION
- a) A Copy of the corporation By-laws and Articles of Incorporation
  - b) An original or certified copy of a resolution authorizing the transaction contemplated herein
  - c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
  - d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- AE 13. Since a governmental entity is purchasing the land, any conveyance or mortgage of the land is subject to the limitations and conditions imposed by law. Proof of compliance with the same should be furnished.
- F 14. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- G 15. Municipal Real Estate Transfer Tax Stamps (or proof of exemption) must accompany any conveyance and certain other transfers or property located in NAPERVILLE. Please contact said municipality prior to closing for its specific requirements, which may include the payment of fees, an inspection or other approvals.
- H 16. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, relating in part to association, assessment and lien therefor, as set forth in the document set forth below, as amended from time to time recorded on October 4, 2016 as recording no. R2016-108461.
- Note: Amended and restated declaration of covenants for Atwater recorded as Document Number R2017-011823.
- I 17. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- K 18. Rights of public and quasi-public utilities in the land disclosed by a sanitary sewers, storm sewers, electric vaults shown on a survey made by Cemcon, Ltd., dated August 12, 2015 Job No. 402.035.

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ALTA Commitment (08/17/2008)





**SCHEDULE B**

(continued)

- L 19. Meandering fences shown on plat of survey prepared by Cemcon, Ltd., dated August 12, 2015, Job No. 402.035.
- M 20. Rights of adjoining owners to the uninterrupted flow of any stream which crosses the premises shown on a survey made by Cemcon, Ltd., dated August 12, 2015, Job No. 402.035.
- N 21. Terms, conditions and provisions contained in Ordinance No. 15-106 recorded December 31, 2015 as Document Number R2015-141156 approving a conditional use for a preliminary Planned Unit Development for Atwater Subdivision.
- O 22. Easement for public utilities and drainage and the easement provisions and grantees as set forth on the plat of Atwater Subdivision Phase 1 recorded as Document Number R2016-040514.  
(Affects the Westerly and Northerly 10 feet and a 15 foot strip located near the Northeast corner of Outlot I - see plat for exact location)
- P 23. Typical Lot Easement Detail as noted on the plat of Atwater Subdivision Phase 1 recorded as Document Number R2016-040514.  
10 foot public utilities and drainage on the rear lot line  
5 foot public utilities and drainage on the side lot lines.
- Q 24. Permanent Access Control Covenant as noted on the plat of Atwater Subdivision Phase 1 recorded as Document Number R2016-040514.  
Access from Outlot K, Outlot L and Lots 88 to 99, inclusive shall not be allowed onto the Prairie Path (County Highway 47). This access control covenant shall be permanent.
- R 25. Width of Lot at 25 feet front yard restriction as noted on the plat of Atwater Subdivision Phase 1 recorded as Document Number R2016-040514.
- X 26. Terms and conditions contained in Grant of Conservation Easement and Declaration of Restrictive Covenants recorded April 28, 2016 as Document Number R2016-040506.
- Y 27. Terms and conditions contained in Atwater Subdivision Phase 1/ Phase 1A Owner's Acknowledgement and Acceptance Agreement recorded April 28, 2016 as Document Number R2016-040507.
- Z 28. Terms, conditions and provisions contained in Ordinance No. 16-011 recorded April 28, 2016 as Document Number R2016-040508 Approving a Plat of Easement Grant and Grant of Easement Agreement for Atwater Subdivision.
- AA 29. Terms and conditions contained in Grant of Easement Agreement recorded April 28, 2016 as Document Number R2016-040509.

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**SCHEDULE B**

(continued)

- AB 30. Terms and conditions contained in Ordinance No. 16-009, an Ordinance approving a Final Planned Unit Development Plat for Atwater Subdivision Phase 1/ Phase 1A, recorded April 28, 2016 as Document Number R2016-040511.
- AC 31. Terms and conditions contained in Ordinance No. 16-010, an Ordinance approving a Final Plats of Subdivision for Atwater Subdivision Phase 1 and Phase 1A, a deviation to Municipal Code Section 7-3-5 and the Owner's Acknowledgement and Acceptance Agreement recorded April 28, 2016 as Document Number R2016-040513.
- AD 32. The land lies with the boundaries of a Special Service Area No. 29 for the Atwater Conservation Easement and a Multi-Purpose Trail as disclosed by Ordinance recorded as document no. R2016-076666, and is subject to additional taxes under the terms of said Ordinance and subsequent related Ordinances.
- S 33. Note for additional information: the DuPage County Recorder requires that any documents presented for recording contain the following information:
- A. The name and address of the party who prepared the document;
  - B. The name and address of the party to whom the document should be mailed after recording;
  - C. All permanent real estate tax index numbers of any property legally described in the document;
  - D. The address of any property legally described in the document;
  - E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
  - F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the municipalities of Addison, Aurora, Bartlett, Bolingbrook, Carol Stream, Elk Grove Village, Elmhurst, Glendale Heights, Glen Ellyn, Hanover Park, Naperville, Schaumburg, West Chicago, Wheaton, and Woodridge have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the appropriate transfer tax stamps affixed before it can be recorded.

Furthermore, all deeds and mortgages should include the current marital status of all individual parties, where appropriate. A spouse of an individual grantor or mortgagor may have to sign the deed or mortgage in order to release any applicable homestead interest

This exception will not appear on the policy when issued.

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ALTA Commitment (06/17/2008)



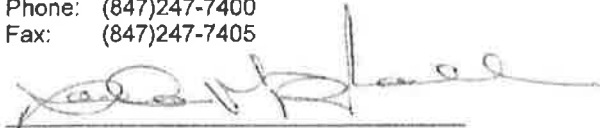
**SCHEDULE B**

(continued)

- T 34. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- U 35. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
- V 36. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.  
(This note will be waived for policy).

**END OF SCHEDULE B****Title Insurance Agent:**

Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.  
175 E. Hawthorne Pkwy, Suite 145  
Vernon Hills, IL 60061  
Phone: (847)247-7400  
Fax: (847)247-7405



Authorized Signatory

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the Insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

## END OF CONDITIONS

## 1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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