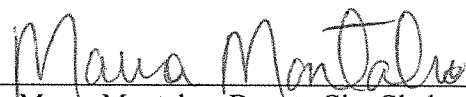


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Maura Montalvo, Deputy City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such Deputy City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution #R-19-54 **RATIFICATION OF A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE LOCATED AT 790 N. CENTRAL AVENUE, WOOD DALE, DU PAGE COUNTY, ILLINOIS, PIN NO. 03-10-105-005**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 21ST day of November, 2019.


Maura Montalvo, Deputy City Clerk



Resolution #R-19-54

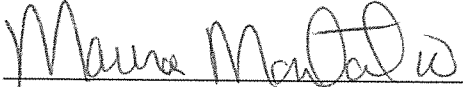
RATIFICATION OF A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE LOCATED AT 790 N. CENTRAL AVENUE, WOOD DALE, DU PAGE COUNTY, ILLINOIS, PIN NO. 03-10-105-005

Passed: November 21, 2019
Published in Pamphlet Form: November 22, 2019

I, Maura Montalvo, as the Deputy City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-19-54

RATIFICATION OF A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE LOCATED AT 790 N. CENTRAL AVENUE, WOOD DALE, DU PAGE COUNTY, ILLINOIS, PIN NO. 03-10-105-005

Passed and approved by the City Council of the City of Wood Dale on November 21, 2019 and hereby published in pamphlet on November 22, 2019.


Maura Montalvo, Deputy City Clerk



RESOLUTION R-19-54

**RATIFICATION OF A RESOLUTION
AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT FOR
PURCHASE AND SALE OF REAL ESTATE LOCATED AT 790 N. CENTRAL
AVENUE, WOOD DALE, DUPAGE COUNTY, ILLINOIS, PIN NO. 03-10-105-005**

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances pertaining to the public health, safety and welfare; and

WHEREAS, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City of Wood Dale is authorized pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76.1-1(i), to purchase property for redevelopment which the City deems appropriate to advance the interests of the City; and

WHEREAS, the City has identified the property located at 790 N. Central Avenue, immediately adjacent to the City’s Public Works Facility as an appropriate area for expansion of the Public Works Facility; and

WHEREAS, the George Sollitt Construction Company, is the owner of certain property (“Property”) commonly known as 790 N. Central Avenue, Wood Dale, Illinois (Permanent Index Number 03-10-105-005), which is legally described in the Purchase and Sale Agreement (“Agreement”) Exhibit “A”, attached hereto and incorporated herein by reference; and

WHEREAS, the current Public Works Facility is insufficient for the needs of the City; and

WHEREAS, expanding the Public Works Facility to the Property, which is adjacent to the Property, would provide the City with the necessary space to expand the Public Works Facility and is a cost effective way of expanding that Facility since the City already owns the Public Works Facility; and

WHEREAS, the City and the Property Owner have negotiated the terms and conditions of a Purchase and Sale Agreement for the conveyance of the Property to the City, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the Mayor and the City Council have reviewed the terms of the Purchase and Sale Agreement and have determined that execution of the Purchase and Sale Agreement is in the best interests of the future development of the City and will be beneficial to the residents of the City of Wood Dale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS MUNICIPAL CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Purchase and Sale Agreement, in substantially the same form as attached to this Resolution as Exhibit "A" and incorporated herein by reference, and as may be finalized by the City Attorney, is approved and accepted by the City of Wood Dale.

SECTION 3: The Mayor is authorized to execute said Purchase and Sale Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk, or her designee.

SECTION 4: The Mayor, City Manager, Staff, and/or the City Attorney shall take all the steps necessary to carry out the Agreement.

SECTION 5: All ordinances and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6: This Resolution shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this 7th day of November 2019

AYES: Mayor Pulice, Aldermen - Takab, Messina, Woods, R. Westley, Catalan
Sorrentino, E. Westley, Susmariski

NAYS: None

ABSENT: N/A

APPROVED this 7th day of November 2019

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Maura Montalvo
Maura Montalvo, Deputy City Clerk

RATIFIED this 21st day of November 2019

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Maura Montalvo
Maura Montalvo, Deputy City Clerk

**PURCHASE AND SALE AGREEMENT BETWEEN
THE CITY OF WOOD DALE AND THE GEORGE SOLLITT CONSTRUCTION
COMPANY FOR PROPERTY LOCATED AT 790 N. CENTRAL AVENUE,
WOOD DALE, ILLINOIS
(PERMANENT INDEX NUMBER 03-10-105-005)**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into this 7th day of November 2019, by and between The George Sollitt Construction Company, its successors or assigns ("Seller"), with its principal office at 790 N. Central Avenue, Wood Dale Illinois, and the City of Wood Dale, an Illinois municipal corporation ("Buyer"), with its principal office at 404 North Wood Dale Road, Wood Dale, DuPage County, Illinois. (Seller and Buyer are sometimes referred to herein as "Party" and collectively as "Parties.")

RECITALS

A. Seller is the owner of record of certain property ("Property"), commonly known as 790 N. Central Avenue, Wood Dale, Illinois, which is identified by Permanent Index Number 03-10-105-005 and legally described in Exhibit "A" and depicted in Exhibit "B", both of which are attached hereto and incorporated herein by reference.

B. Seller desires to sell the Property to Buyer and Buyer desires to buy the Property from Seller, on the terms and subject to the conditions of this Agreement.

THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

**ARTICLE I
PURCHASE AND SALE**

1.01. Agreement to Buy and Sell. Subject to the terms and conditions of this Agreement, Seller will sell to Buyer, and Buyer will purchase from Seller, good and marketable title to the Property, subject only to the Permitted Exceptions (as hereinafter defined). Included in the purchase and sale of the Property shall be all fixtures and all items of personal property as noted in Exhibit C, attached hereto and incorporated herein by reference.

1.02. Purchase Price. The price for the purchase of the Property is Four Million Dollars and 00/100 (\$ 4,000,000.00) ("Purchase Price"). Seller agrees to accept the Purchase Price under the stated terms and conditions herein as full and complete compensation from Buyer for the Property.

1.03. Payment Terms. The Buyer shall pay the full Purchase Price at Closing.

1.04. Contingencies. There are no contingencies other than those stated in this Agreement.

**ARTICLE II
PRE-CLOSING MATTERS**

2.01. Title Commitment. Buyer shall order a Title Commitment (the "Title Commitment") from First American Title Insurance Company ("Title Company") selected by Buyer. Buyer agrees to accept Title to the Property at Closing, subject to general exceptions contained in the Title Commitment; covenants, conditions and restrictions of record; utility easements; existing leases and tenancies; all special governmental taxes or assessments confirmed or unconfirmed; real estate taxes not yet due and payable; rights of way for drainage tile ditches, feeders and, if any; and any acts done by or suffered through Buyer (collectively, the "Permitted Exceptions").

2.02. Survey. Seller will provide a current Survey of the Property from a surveyor of its own choosing, prepared in accordance with the minimum ALTA/ASCM survey standard.

2.03. Title Defects. If either the Title Commitment or the Survey disclose any encroachment or violation or any exceptions to title other than the Permitted Exceptions (each, an "Unpermitted Exception"), Buyer shall notify Seller within five (5) business days after receipt of the Title Commitment and the Survey and Seller shall have ten (10) days from the date of Buyer's notification to agree to deliver the documents required by the Title Company to either remove such Unpermitted Exception(s) or issue its endorsement insuring against damage caused by such Unpermitted Exception(s). Should Seller not provide such agreement within the period required by the preceding sentence, Seller shall be deemed to have refused to cure such Unpermitted Exception(s). If Seller refuses or is deemed to have refused to have the Unpermitted Exception(s) cured or insured over, Buyer may elect, within five (5) days following such refusal or deemed refusal, to terminate this Agreement or accept the Property subject to such Unpermitted Exception(s).

**ARTICLE III
APPORTIONMENT OF COSTS**

3.01. Title and Survey. Buyer agrees to be exclusively responsible for and pay the costs of procuring both the Title Commitment and final Title Policy issued at Closing (including any date-down fee, extended coverage, if desired by Buyer, and all endorsements), as provided for in Sections 2.01 and 2.03. Seller shall secure a Property Survey acceptable to the Buyer and Title Company.

3.02. Real Estate Taxes. The 2019 real estate taxes which are not yet due, through the date of closing will be credited to Buyer at amount equal to one hundred five percent (105%) of the amount of the 2018 taxes. Unpaid and/or delinquent prior year taxes will be credited to Buyer at the total amount of the unpaid taxes and all fees, charges, costs, interest due, and sold taxes, at the amount required for redemption from sale.

3.03. Closing, Recording Costs. The Parties will split all costs of Escrow Closing, including the Escrow fees of the Title Company, the cost of recording of any documents except those to cure any Unpermitted Exceptions, and the costs associated with the recording of documents relative to Buyer's acquisition, if any, of the Property, in accordance with the usual and customary division of said costs between Buyer and Seller.

3.04. Attorney's Fees Associated with Sale of Property. Buyer and Seller will each be responsible for their respective attorney's fees in connection with this matter.

ARTICLE IV CLOSING

4.01. Closing Date and Location; Escrow. Seller and Buyer agree that Closing on the Property shall occur as soon as possible after the execution of this Agreement on a date agreed upon by Seller and Buyer but not later than November 22, 2019, at the offices of the First American Title Company, or at such other place as is mutually acceptable to Seller and Buyer, at time agreed to by Seller and Buyer. In this Agreement, the term "Closing" refers to Seller's conveyance of title to the Property, including fixtures and the items of personal property in Exhibit "C", to Buyer, and the Buyer's payment of the balance due of the Purchase Price.

4.02. Seller's Closing Documents. At Closing, the Seller will provide the following documents:

- (a) A recordable Special Warranty Deed, in a form reasonably acceptable to Buyer's Counsel and the Title Company, conveying good and marketable title to Buyer in fee simple, free and clear of all liens and encumbrances, except the Permitted Exceptions.
- (b) Executed ALTA Statement.
- (c) Executed Real Estate Transfer Tax Declarations.
- (d) Executed Closing Statement.
- (e) The appropriate corporate resolutions, powers of attorney, and all other necessary corporate documentation to establish Seller's ownership of the Property and the authority of Seller and Seller's representatives at to convey the Property and execute all Closing documents.

4.03. Buyer's Closing Documents. At Closing, in addition to the payment of the balance of the Purchase Price, Buyer will provide the following documents:

- (a) Executed counterpart of Seller's Closing Statement.
- (b) A copy of the Ordinance of Buyer's City Council, approving this Agreement and authorizing Buyer to complete the transaction described herein, certified by an

authorized officer of Buyer as being a true and complete copy of the original and as being in effect.

- (c) Real Estate Transfer Tax Declarations executed by Buyer, as required.
- (d) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01. Seller's Representations and Warranties. To induce Buyer to enter into this Agreement, Seller makes the following representations and warranties (all of which representations and warranties will be deemed to have been made again at the time of Closing, and all will survive Closing for the time period specified in Section 5.03 hereof), and Seller's obligations under Section 5.03 to indemnify and hold Buyer harmless from any and all loss, expense or liability Buyer may suffer or incur, including reasonable attorneys' fees and court costs, as a result of any inaccuracy in any of such representations and warranties, will be applicable.

- (a) The execution and performance of this Agreement and the terms and provisions hereof by Seller are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Seller is a party by which Seller may be bound.
- (b) Seller has the right and authority to perform hereunder without obtaining any consent from governmental authorities or others except as expressly provided herein. The transactions herein contemplated will not constitute a violation of any applicable law, rule, regulation, ordinance, judgment, order or decree of any governmental entity or court to which Seller is subject.
- (c) Seller will at all times on and after the date of this Agreement, act with diligence and in good faith to satisfy any contingencies remaining unsatisfied from time to time, and to perform its obligations under this Agreement.
- (d) There is no litigation, legal proceeding or administrative proceeding of any type relating to or affecting the Property which has been instituted, or, to the best of Seller's knowledge, is contemplated against Seller, the Property, or any part thereof, including, without limitation, any claims for brokers, mechanics' or materialmens' liens.

5.02. Buyer's Representations and Warranties. To induce Seller to enter into this Agreement, Buyer makes the following representations and warranties (all of which representations and warranties will be deemed to have been made again at the time of Closing, and all will survive the closing), and Buyer's obligations under Section 5.03, to the fullest extent

permitted by law, to indemnify and hold Seller harmless from any and all loss, expense or liability Seller may suffer or incur, including reasonable attorneys' fees and court costs, as a result of any inaccuracy in any of such representations and warranties, will be applicable.

- (a) Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to enter into and carry out terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Buyer are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Buyer is a party or by which Buyer may be bound.
- (b) Buyer has the right and authority to perform hereunder without obtaining any consent from other governmental authorities or others except as expressly provided herein. The transactions herein contemplated will not constitute a violation of any applicable law, rule, regulation, ordinance, judgment, order or decree of any governmental entity or court to which Buyer is subject.
- (c) Buyer will at all times on and after the date of this Agreement at with diligence and in good faith to satisfy any contingencies remaining unsatisfied from time to time, and to perform to obligations under this Agreement.

5.03. Survival of Representations and Warranties; Indemnification. The representations and warranties of the parties will be deemed to be continuing representations and warranties up to and including the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing. The representations and warranties of the parties will further survive the Closing for a period of six (6) months, will not merge with any deed of conveyance, and will be continuing commitments and obligations of the parties hereto following the Closing Date, subject to any applicable statutes of limitations. To the fullest extent permitted by law, Seller and Buyer agree to reimburse and indemnify each other (and Seller's and Buyer's employees, agents, successors and assigns) from and against all liability, damages and losses whatsoever, including reasonable attorney's fees and court costs resulting from an misrepresentation, breach of warranty, or breach of covenant made by the indemnifying party in this Agreement or in any document certificate or exhibit given or delivered to the other pursuant to this Agreement.

ARTICLE VI POSSESSION

6.01. Possession: Seller agrees to tender possession of the Property to Buyer at Closing, as provided for herein. The Parties agree to a post-possession occupancy of the Property by the Seller, as set forth in Exhibit "D" Seller agrees to tender possession of the Property to the Buyer at closing, but in no event beyond two (2) years from the date of the Closing. At Closing, the Parties shall execute a Post Possession Occupancy Agreement delineating the terms and conditions of said post-possession occupancy Seller shall provide Buyer with all keys and other access devices then in its possession and Property shall be vacant and free of all debris at the

time of tendering possession. All Tenants shall have vacated the premises at the time of tendering possession. It shall be the responsibility of the Seller to ensure the removal of any and all Tenants, which shall be done at the sole and exclusive cost to the Seller.

6.02. Condition of Property upon Surrender of Possession. All interior areas of the building shall be broom clean, free from all trash and all of Seller's personal property.

ARTICLE VII BROKERS

7.01. Broker. The Parties acknowledge and warrant to each other that there is no Broker of Record or Realtor involved in this transaction.

ARTICLE VIII MISCELLANEOUS

8.01. Default Fees and Expenses. All costs, fees and expenses, including reasonable attorneys' fees, and court costs, incurred by a non-defaulting party as a result of the default of the Agreement by the other Party will be paid by the defaulting Party.

8.02. Notices. Any notice required or permitted to be given under this Agreement will be in writing and will be deemed to have been given when sent by e-mail to e-mail addresses below according to the date and time on the sender's e-mail message, or when delivered personally or on the date deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, and addressed as follows:

If to Seller: Jamie Rahn
 The George Sollitt Construction Company
 790 N. Central Avenue
 Wood Dale, IL 60191
 jrahn@sollitt.com

With copy to: Tom Zanck
 Zanck, Coen, Wright & Saladin, P.C.
 40 Brink Street
 Crystal Lake, IL 60014
 tzanck@zcvlaw.com

If to Buyer: Jeffrey Mermuys
 City Manager
 City of Wood Dale
 404 N. Wood Dale Road
 Wood Dale, IL 60191
 jmermuys@wooddale.com

With a copy to: Patrick K. Bond
Corporation Counsel
Bond, Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, IL 60187
patrickbond@bond-dickson.com

or to such other address as a party may from time to time specify in writing to the other parties in accordance with the terms hereof.

8.03. Amendment. This Agreement cannot be amended or terminated except by written instrument signed by all the Parties hereto.

8.04. Waiver. No failure by Seller or Buyer to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, will constitute as waiver thereof. Any Party hereto, by notice to the other Parties, may, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other parties hereto. No waiver will affect or alter any other covenant, agreement, terms or conditions of this Agreement, all of which shall continue in full force and effect.

8.05. Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

8.06. Governing Law. This Agreement has been entered into in the State of Illinois and will be interpreted under and governed by the laws of the State of Illinois. Any action arising out of this Agreement shall be filed in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

8.07. Binding Effect. Without limiting any provision contained herein, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.08. Prior Agreements. This Agreement (including the exhibits attached hereto) is the entire agreement between Seller and Buyer and supersedes in its entirety all prior agreement and understandings relating to the Property. The Exhibits attached hereto are a material part of this Agreement.

8.09. Council Approval. This Agreement is not binding until approved by the City Council of the City of Wood Dale at a duly convened public meeting, and in accordance with law.

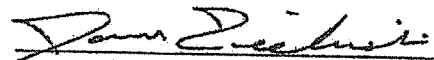
8.10. Time of the Essence. Time is of the essence of the performance of each of the obligations of Seller and Buyer.

8.11. Counterparts. This Agreement may be executed by the in one or more counterpart originals, each of which shall be considered part of the same original document, and may be executed and delivered electronically via so-called PDF.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

SELLER:

THE GEORGE SOLLITT CONSTRUCTION
COMPANY

By: 
James Zielinski, President

Attest: 
Ashlee Dameron, Assistant Secretary

BUYER:

CITY OF WOOD DALE

By: 
Annunziato Pulice, Mayor

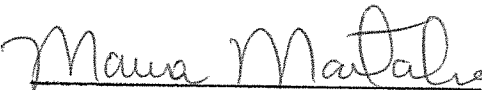
Attest: 
Maura Montalvo, Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF
790 N. Central Avenue
(Permanent Index Number 03-10-105-005)

That part of the Northwest Quarter of Section 10, Township 40 North, Range 11 East of the Third Principal Meridian, described by commencing at the Northwest corner of Section 10 and running thence North 89 degrees 15 minutes East along the North line of said Section 1,775.6 feet to the center line of the public highway known as Central Road; thence South 30 degrees 46 minutes East along said center line, 358.04 feet for a place of beginning; thence continuing South 30 degrees 46 minutes East along said center line, 299.73 feet; thence South 88 degrees 16 minutes West along an old fence line, 773.65 feet; thence North 2 degrees 12 minutes West, parallel with the East line of Finke Farm, 262.1 feet; thence North 88 degrees 16 minutes East, 630.22 feet to the place of beginning. In DuPage County, Illinois.

EXCEPT the Easterly 33.0 feet, as measured at right angles to the Easterly line thereof, dedicated for public street at Plat recorded August 22, 1980 as document R80-49093 in Book 98 Page 125.

EXHIBIT B

DEPICTION OF PROPERTY

790 N. Central Avenue
(Permanent Index Number 03-10-105-005)

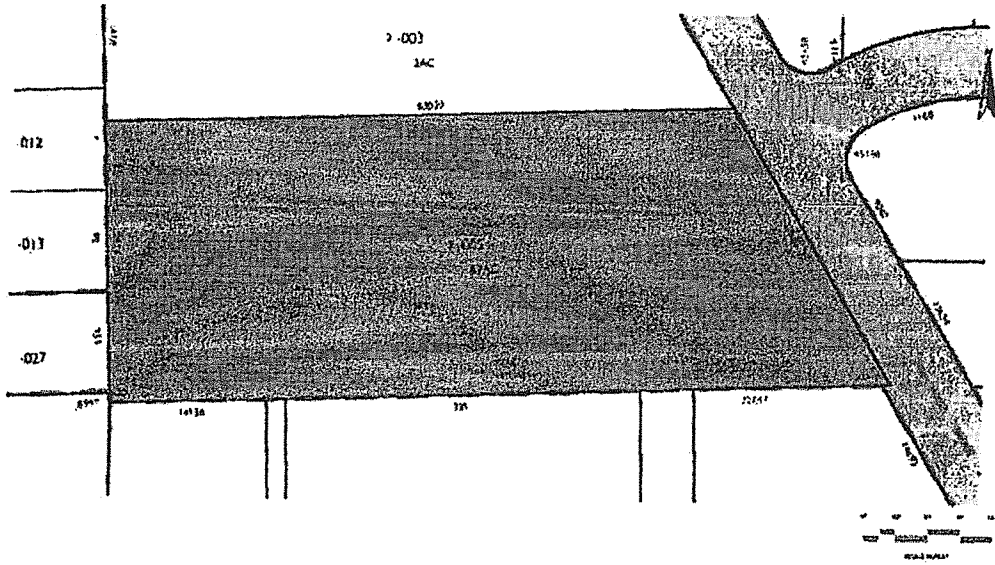


EXHIBIT C

ITEMS OF PERSONAL PROPERTY

790 N. Central Avenue
(Permanent Index Number 03-10-105-005)

EXHIBIT D

POST POSSESSION OCCUPANCY LEASE AGREEMENT

790 N. Central Avenue
(Permanent Index Number 03-10-105-005)

LEASE

Above Space for Recorder's use only.

Term of Lease		Location of Premises
Beginning	Ending	
November 22, 2019	November 21, 2021 or sooner	
Monthly Rent	Date of Lease	Location of Premises
See Rider 1	November 22, 2019	Approximately 13,000 square feet of office space and approximately 4 acres of land at 790 N. Central Ave., Wood Dale, IL 60191, as more fully described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by reference, hereafter referred to as "Property" and "Premises".
Purpose		
Construction Office, parking and yard storage		

LESSEE

NAME: The George Sollitt
Construction Company

ADDRESS: 790 N. Central Ave.

CITY: Wood Dale, IL 60191

LESSOR

NAME: City of Wood Dale

ADDRESS: 404 N. Wood Dale Rd.

CITY: Wood Dale, IL 60191

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. **RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum set forth on Rider 1, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

2. **SECURITY DEPOSIT.** The Security Deposit of \$10,000.00 shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to amount required herein. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

3. **RULES AND REGULATIONS.** The rules and regulations at the end of this Lease constitute a part of this Lease. Lessee shall observe and comply with them, and also with such further reasonable rules and regulations as may later be required by Lessor for the necessary, property and orderly care of the Building in which Premises are located.

4. **ASSIGNMENT, SUBLETTING.** Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor.

5. **SURRENDER OF PREMISES.** Lessee shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit, with all keys thereto, and shall not make any alterations in the Premises without the written consent of Lessor; and alterations which may be made by either party hereto upon the Premises, except movable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease.

6. TERMINATION; ABANDONMENT; RE-ENTRY; RELETING. At the termination of this Lease, by lapse or time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of Two Hundred and no/100 (\$200.00) Dollars per day, and it shall be lawful for the Lessor or its legal representative at any time thereafter, without notice, to re-enter the Premises or any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this Lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively the Lessee hereby authorizes and requests the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the Premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this Lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor, except as required by Illinois statute. If the Lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid fifteen (15) days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or landlord and tenant and agrees that the Lessor, its agents or assigns may begin suit for possession or rent without notice or demand.

7. LESSEE TO MAINTAIN INSURANCE. If the Leased Premises or any other part of thereof is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its sole expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the use of the Leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph, as a condition precedent to execution of this Lease by Landlord. In subsequent years, Tenant shall provide Landlord its current Certificate of Insurance within thirty (30) days of the

anniversary date of the Policy renewal. Tenant shall be considered in default, and the Lease shall automatically terminate if Tenant fails to maintain continuous insurance coverage. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

8. **DEFAULT.** If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

9. **REMOVED PROPERTY.** In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the Lessee hereby authorizes and requests the Lessor to sell the same at public or private sale without or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the overplus, if any, to Lessee upon demand. Nothing herein shall obligate Lessor to sell said Property nor shall anything in this provision relieve Lessee from the obligations under the Lease.

10. **LESSOR NOT LIABLE.** Except as provided by Illinois statute, the Lessor shall not be liable for any loss of property or defects in the Building or in the Premises, or any accidental damages to the person or property of the Lessee in or about the Building or the Premises, from water, rain or snow which may leak into, issue or flow from any part of the Building or the Premises, or from the pipes or plumbing works of the same. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time. The Lessor shall not be liable for any loss or damage of or to any property placed in any storeroom or storage place in the Building, such storeroom or storage place being furnished gratuitously, and no part of the obligations of this Lease.

11. **OPTION TO TERMINATE.** After the first year of the Lease, Lessee may terminate this Lease after it has first provided Lessor with a ninety (90) day written notice of its intent to terminate. Lessor may, after the first year of the Lease, terminate with one hundred eighty (180) days written notice of intention to terminate to Tenant.

12. **NOTICE** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if personally delivered or if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

**Jeffrey Mermuys
City Manager
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191
jmermuys@wooddale.com**

With copy to:

**Patrick K. Bond
City Attorney
Bond, Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, IL 60187
patrickbond@bond-dickson.com**

If to Tenant:

**James Zielinski
President
The George Sollitt Construction Company
790 N. Central Avenue
Wood Dale, IL 60191
jzielinski@sollitt.com**

With copy to:

**Tom Zanck
Zanck, Coen, Wright & Saladin, P.C.
40 Brink Street
Crystal Lake, IL 60014
tzanck@zcvlaw.com**

13. **WAIVER.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

14. **RENTAL PAYMENT/CONDITIONS.** See Rider 1 attached hereto and incorporated herein by reference.

15. **BROKERS COSTS AND FEES** Tenant represents that Tenant was not shown the Leased Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

16. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" whenever used in this Lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

17. **GOVERNING LAW/VENUE.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois. Any litigation which shall commence to enforce the terms of the Lease shall be commenced in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

WITNESS the hands and seals of the parties hereto, as of the date of Lease stated above.

LESSEE:

**THE GEORGE SOLLITT
CONSTRUCTION COMPANY**

By: James Zielinski
James Zielinski, President

LESSOR:

THE CITY OF WOOD DALE

By: Annunziato Pulice
Annunziato Pulice
Its: Mayor

RULES AND REGULATIONS

1. Lessee shall not put up or operate any steam engine, boiler, machinery or stove upon the Premises, or carry on any mechanical business on Premises, or use or store inflammable fluids in the Premises without the written consent of the Lessor first had endorsed on this Lease, and all stoves which may be allowed in the Premises shall be placed and set up according to the city ordinance.
2. No additional locks shall be placed upon any doors of said room without the written consent of the Lessor first and endorsed upon this Lease; and the Lessee will not permit any duplicate keys to be made (all necessary keys to be furnished by the Lessor) and upon the termination of this Lease, Lessee will surrender all keys of Premises and Building.
3. The Premises leased shall not be used for the purpose of lodging or sleeping rooms or for any immoral or illegal purpose.
4. The rent of an office will include occupancy of office, water to Lessor's standard fixtures, and heat, and electrical service during reasonable working hours; but Lessor shall not be liable for any damages from the stoppage of water, heat or electrical service.
5. It is understood and agreed between the Lessee and the Lessor that no assent or consent to change in or waiver of any part of this Lease has been or can be made unless done in writing and endorsed hereon by the Lessor; and in such case it shall operate only for the time and purpose in such lease expressly stated.
6. No water treatment equipment shall be installed without prior written permission from Lessor.

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES ZIELINSKI, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

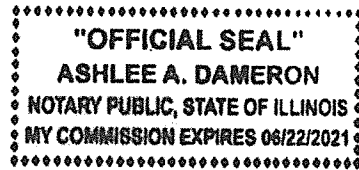
GIVEN under my hand and official seal this 15th day of October, 2019.

Ashlee A. Dameron

My commission expires:

Notary Public

June 22, 2021



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ANNUNZIATO PULICE 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 he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this 21 day of Nov, 2019.

Patrick K. Bond
Notary Public

My commission expires:

10/14/20



RIDER 1

1. The Premises is approximately 13,000 square feet plus adjoining land. The rent reserved under the term of this lease totals \$148,200.00 annually, which rent is payable as follows:

- A. November 22, 2019 to November 21, 2020, \$12,350.00 per month;
- B. November 22, 2020 to November 21, 2021, \$12,350.00 per month

2. In addition to the monthly rent, the Tenant shall pay routine maintenance, utilities and garbage disposal for the Premises. The parties agree that any capital improvements will be at Lessor's expense.

3. Any existing signage may remain on the Property during the term of this Lease.

4. In addition to the building and adjoining land, the leased Premises is depicted on Exhibit B attached hereto and incorporated herein by reference.

LESSEE:

**THE GEORGE SOLLITT
CONSTRUCTION COMPANY**

By: 

James Zielinski, President

LESSOR:

THE CITY OF WOOD DALE

By: 

Annunziato Pulice

Its: Mayor

EXHIBIT A

LEGAL DESCRIPTION OF
790 N. Central Avenue
(Permanent Index Number 03-10-105-005)

That part of the Northwest Quarter of Section 10, Township 40 North, Range 11 East of the Third Principal Meridian, described by commencing at the Northwest corner of Section 10 and running thence North 89 degrees 15 minutes East along the North line of said Section 1,775.6 feet to the center line of the public highway known as Central Road; thence South 30 degrees 46 minutes East along said center line, 358.04 feet for a place of beginning; thence continuing South 30 degrees 46 minutes East along said center line, 299.73 feet; thence South 88 degrees 16 minutes West along an old fence line, 773.65 feet; thence North 2 degrees 12 minutes West, parallel with the East line of Finke Farm, 262.1 feet; thence North 88 degrees 16 minutes East, 630.22 feet to the place of beginning. In DuPage County, Illinois.

EXCEPT the Easterly 33.0 feet, as measured at right angles to the Easterly line thereof, dedicated for public street at Plat recorded August 22, 1980 as document R80-49093 in Book 98 Page 125.

EXHIBIT B

DEPICTION OF PROPERTY
790 N. Central Avenue
(Permanent Index Number 03-10-105-005)

