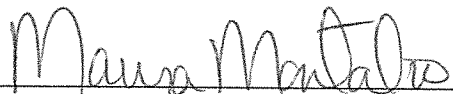


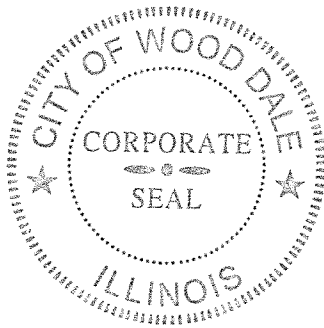
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Maura Montalvo, Deputy City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Ordinance #**O-19-031 RATIFICATION OF AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF WOOD DALE AND GEORGE SOLLITT CONSTRUCTION COMPANY FOR THE REAL ESTATE LOCATED AT 790 N. CENTRAL AVE, WOOD DALE, DUPAGE 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

SEAL



Ordinance #O-19-031

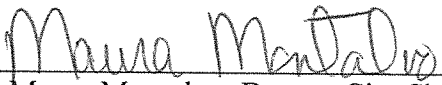
RATIFICATION OF AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF WOOD DALE AND GEORGE SOLLITT CONSTRUCTION COMPANY FOR THE REAL ESTATE LOCATED AT 790 N. CENTRAL AVE, WOOD DALE, DUPAGE COUNTY, ILLINOIS, PIN NO. 03-10-105-005

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 Ordinance is a true and correct copy of #O-19-031

RATIFICATION OF AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF WOOD DALE AND GEORGE SOLLITT CONSTRUCTION COMPANY FOR THE REAL ESTATE LOCATED AT 790 N. CENTRAL AVE, WOOD DALE, DUPAGE 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

SEAL



ORDINANCE O-19-031

**RATIFICATION OF AN ORDINANCE
AUTHORIZING THE APPROVAL AND EXECUTION OF A LEASE AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND GEORGE SOLLITT CONSTRUCTION
COMPANY FOR THE 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, to lease property which the City has determined is not currently necessary or required for the use by the City and which the City deems appropriate to advance the interests of the City; and

WHEREAS, the City has acquired the property located at 790 N. Central Avenue, immediately adjacent to the City's Public Works Facility for expansion of the Public Works Facility, which is insufficient for the needs of the City; and

WHEREAS, the George Sollitt Construction Company, was 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 Lease Agreement ("Agreement") Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the City, having just acquired the property is intending to undertake certain studies and assessments of the recently acquired property to ascertain the most appropriate utilization of said property to be integrated for the most efficient use of the current Public Works Facility; and

WHEREAS, said Study will take a period of time to be conducted and analyzed by the City; and

WHEREAS, during the period of time that said Study is being conducted, the City has determined that it is appropriate to lease back the property to the previous Owner, the George Sollitt Construction Company, in order to generate income which would not otherwise be generated on the property during the duration of the Study; and

WHEREAS, the George Sollitt Construction Company has indicated and desire and willingness to remain in the property, as a Tenant, until such time as the Study is completed, or the City is prepared to move forward with occupying the property; and

WHEREAS, the City and the George Sollitt Construction Company have negotiated the terms and conditions of a Lease Agreement for the lease of the property to the George Sollitt Construction Company, a copy of which is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS, as follows:

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

SECTION 2: The Lease Agreement, in substantially the same form as attached to this Ordinance 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 Lease 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 Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 6: This Ordinance 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 Jakab, Messina, Woods, R. Westey, Catalano,
Sorrentino, E. Westey, Susmarski

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

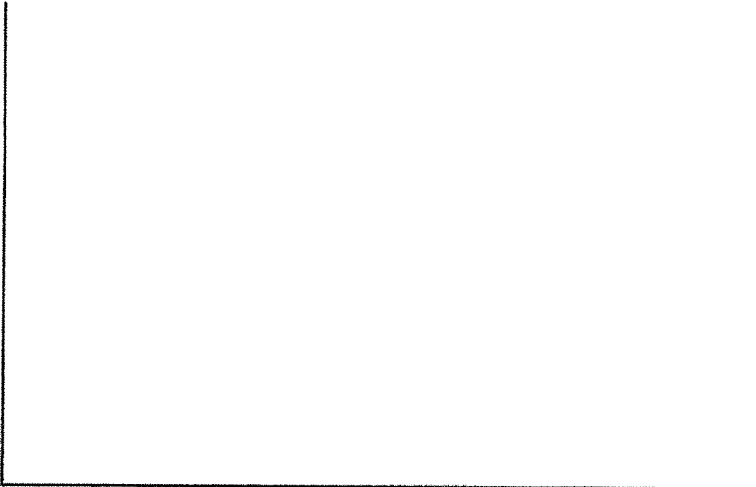
SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Maura Montalvo
Maura Montalvo, Deputy City Clerk

EXHIBIT A

LEASE AGREEMENT

LEASE



Above Space for Recorder's use only.

Term of Lease		
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; RELETTING. 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.

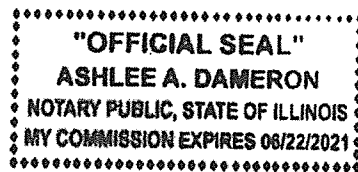
GIVEN under my hand and official seal this 15th day of October, 2019.

Ashlee A. Dameron

Notary Public

My commission expires:

June 22, 2021



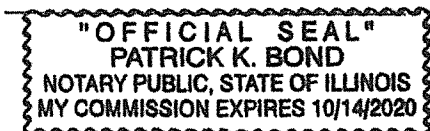
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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 21st day of November, 2019.

Patrick K. Bond
Notary Public

My commission expires:



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

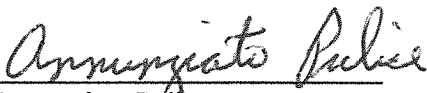
By: 
Annunziato Pulice
Its: Mayor

EXHIBIT A

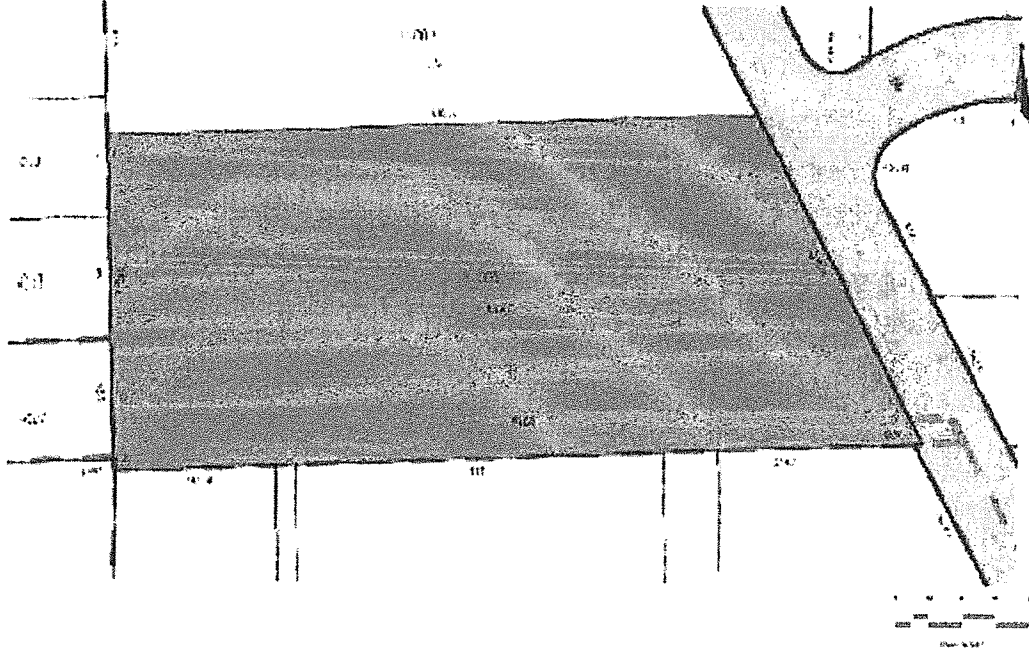
LEGAL DESCRIPTION OF
790 N. Central Avenue
(Permanent Index Number 03-10-105-005)

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)



FIRST AMERICAN TITLE

FILE # 2997474



8 0 1 6 7 4 8 6
Tx:40093687

THIS INSTRUMENT
PREPARED BY:
Thomas C. Zanck
ZANCK, COEN, WRIGHT & SALADIN, P.C.
40 Brink Street
Crystal Lake, IL 60014

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
12/10/2019 03:23 PM
RHSP

GRANTEE'S ADDRESS, MAIL TAX
BILL TO AND RETURN TO:
City of Wood Dale
404 North Wood Dale Road
Wood Dale, Illinois 60191

DOCUMENT # R2019-114687

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 22nd day of November, 2019, between George Sollitt Construction Company, a/k/a The George Sollitt Construction Company, an Illinois Corporation, created and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, party of the first part, and City of Wood Dale, an Illinois Municipal Corporation, of Wood Dale, Illinois, party of the second part, WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority given by the President of said company, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, FOREVER, all the following described real estate, situated in the County of DuPage in the State of Illinois, as more fully described in Exhibit "A", attached hereto and made a part hereof. Hereinafter referred to as "Premises".

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described Premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said Premises as above described, with the appurtenances, unto the Grantee, forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to the Grantee, and its successors, that it has not done or suffered to be done, anything whereby the said Premises hereby granted are, or may be in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND, the said Premises against all persons lawfully claiming, or to claim the same, by, through or under it, SUBJECT ONLY TO:

Subject to: General taxes for the year 2019 and thereafter; roads, easements, ordinances, and building setback lines of record; drainage tiles, ditches, feeders and laterals, if any; Rights of interested parties to the free and unobstructed flow of the waters of the stream which may flow through the land.

Legal Description Attached as Exhibit A
Permanent Real Estate Index Number: 03-10-105-005

Address of Property: 790 North Central Avenue, Wood Dale, IL 60191

President, the day and year first above written.

GEORGE SOLLITT CONSTRUCTION COMPANY

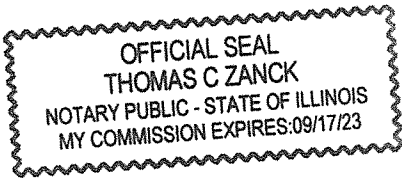
By: *James Zielinski*
James Zielinski, President

STATE OF ILLINOIS)
)SS
COUNTY OF DuPage)

I, the undersigned, a Notary Public, in and for the County and STATE aforesaid, DO HEREBY CERTIFY, that James Zielinski, personally known to me to be the President of, George Sollitt Construction Company, and 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 severally acknowledged that as such, he signed and delivered the said instrument pursuant to authority given by the members of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22nd day of November, 2019.

Thomas C Zanck
Notary Public



Commission expires: _____

Exempt under provisions of Paragraph B
Section 31-45, Property Tax Code

11/22/19 *Robert K. Boyd*
Date Buyer, Seller or Representative



First American

Exhibit A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2997474

Commitment File No.: 2997474

The Land referred to herein below is situated in the County of DuPage, State of IL, and is described as follows:

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.

Note: For informational purposes only, the land is known as :

790 North Central Avenue
Wood Dale, IL 60191

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

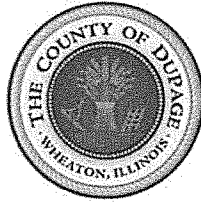
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OFFICE OF THE RECORDER
DuPage County, Illinois

FRED BUCHOLZ
RECORDER

421 N. COUNTY FARM ROAD
P.O. BOX 936
WHEATON, ILLINOIS 60187
(630)407-5400



PLAT ACT AFFIDAVIT OF METES AND BOUNDS

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

James Zielinski, being duly sworn on oath, states that
affiant resides at 790 N. Central Ave, Wood Dale, IL And further states that:
(please check the appropriate box)

- A. That the attached deed is not in violation of 765 ILCS 205/1 (a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or
- B. That the attached deed is not in violation of 765 ILCS 205/1 (b) for one of the following reasons:
(please circle the appropriate number below)
 1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
 2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
 3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
 4. The conveyance or parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
 5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
 6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
 7. Conveyances made to correct descriptions in prior conveyances;
 8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
 9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
 10. The preparation of a plat for wind energy devices under Section 10-620 of the Property Tax Code.

AFFIANT further states that he makes this affidavit for the purpose of inducing the County Recorder of DuPage County, Illinois to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

This 22 day of Nov, 2019.

Signature of Notary Public [Signature]

Signature of Affiant [Signature]

