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ORDINANCE NO. F-0018

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY  
FOR MUNICIPAL PURPOSES BY THE CITY OF WHEATON, ILLINOIS

WHEREAS, the City of Wheaton, Illinois (the "City"), on March 1, 1993 passed and approved Ordinance No. E-3888 entitled, "An Ordinance Proposing the Designation of a Redevelopment Project Area and Calling a Public Hearing in Connection Therewith;" and

WHEREAS, the City on October 18, 1993 passed and approved Ordinance No. E-3903 entitled, "An Ordinance of the City of Wheaton, DuPage County, Illinois, approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Downtown Wheaton Redevelopment Project Area;" and

WHEREAS, the City on October 18, 1993 passed and approved Ordinance No. E-3904 entitled, "An Ordinance of the City of Wheaton, DuPage County, Illinois, Designating the Downtown Wheaton Redevelopment Project Area a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act;" and

WHEREAS, the City on October 18, 1993 passed and approved Ordinance No. E-3905 entitled, "An Ordinance of the City of Wheaton, DuPage County, Illinois, Adopting Tax Increment Allocation Financing for the Downtown Wheaton Redevelopment Project Area;" and

WHEREAS, the City on March 21, 1994 passed and approved Ordinance No. E-3974 entitled, "An Ordinance Authorizing the Negotiation for the Acquisition of Certain Properties Collectively Known as 'Redevelopment Project Sites, Phase I and Phase II' for Municipal Purposes by the City of Wheaton, Illinois;" and

WHEREAS, the City has adopted Resolutions R-06-94 and R-07-94 authorizing the City Manager to negotiate redevelopment agreements with prospective developers of certain sites within the Downtown Wheaton Redevelopment Project (the "Project"); and

WHEREAS, the City acting through the City Manager and the City Staff has proceeded to take steps to carry out the directives of the various ordinances and resolutions related to the proposed redevelopment of the areas described in the various ordinances pertaining to the Project area; and

WHEREAS, the City has the authority pursuant to the statutes of the State of Illinois, specifically pursuant to 65 ILCS 5/11-74.4-4(c) (1992), to acquire real estate, by purchase, donation, lease or eminent domain, located within the Project area in order to achieve the objectives of the redevelopment plan and project; and

WHEREAS, the City has found that it is necessary to acquire the parcel of real estate described on Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, the City has negotiated an agreement to purchase said real estate with the owner thereof, said agreement reached under the threat of the exercise of the City's eminent domain authority.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Wheaton, Illinois, as follows:

SECTION 1: That this Ordinance supersedes City of Wheaton Ordinance No. F-0005 entitled, "An Ordinance Authorizing the Purchase of Certain Property for Municipal Purposes by the City of Wheaton, Illinois (Purchase and Sales Agreement-229 West Front Street, Wheaton-Rhodes)" adopted January 16, 1996, by the Wheaton City Council.

SECTION 2: That the Mayor and the City Clerk of the City are hereby authorized to execute and attest the "Contract for Sale and Purchase of Real Estate" attached hereto as Exhibit "B" and incorporated herein, and all other documents necessary to effect the conveyance of said real estate to the City.

**SECTION 3:** This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED by the Mayor and City Council of the City of Wheaton, Illinois, this 18th day of March, 1996.

ATTEST:

## Mayors

Emily M. Conroy  
City Clerk

### Roll Call Vote:

Ayes:

Councilwoman Davenport  
Councilman Eckhoff  
Mayor Carr  
Councilman Gresk  
Councilwoman Johnson  
Councilman Mork

### Nays:

None

Absent:

Councilwoman Culler

### **Motion Carried Unanimously**

Passed: March 18, 1996

Published: March 19, 1996

EXHIBIT "A" (229 W. FRONT STREET-RHODES)

THE SOUTH 82 FEET OF LOT 7 IN BLOCK 8 IN TOWN OF WHEATON, BEING A  
SUBDIVISION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
JUNE 20, 1853 AS DOCUMENT 7256, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-16-301-008

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by and between RICHARD A. RHODES and LOIS M. RHODES, his wife, in joint tenancy, of 229 West Front Street, Wheaton, Illinois 60187 (collectively known as the "Seller"), and the CITY OF WHEATON, an Illinois Municipal Corporation, having an office at 303 West Wesley Street, P. O. Box 727, Wheaton, Illinois 60187 (the "Buyer").

RECITALS:

A. Seller is the owner of the land (the "Land"), building ("Building") and all other improvements, including, but not limited to, all fixtures, equipment, mechanical, electrical, plumbing, refrigeration, and heating, ventilating and air conditioning systems, exterior lighting, signage, fencing and planted vegetation (collectively, the "Improvements") located at 229 West Front Street, Wheaton, Illinois 60187 (the Land, Building and Improvements are collectively referred to herein as the "Property"). The Property is legally described on Exhibit "A," attached hereto.

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 IPURCHASE 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 which are set forth on Exhibit "B," attached hereto.

1.02 Purchase Price. The purchase price ("Purchase Price") for the Property will be Two Hundred Sixty Two Thousand Five Hundred Dollars (\$262,500.00).

1.03 Payment Terms. At Closing, Buyer shall pay to Seller, the Purchase Price, plus or minus prorations provided for under this Agreement, and less other credits to which Buyer is entitled under the terms of this Agreement, in United States funds, by cashier's check or wire transfer of immediately available funds.

## ARTICLE II CONDITIONS TO CLOSING

2.01 Approval by Buyer's City Council. This Agreement, and all of Buyer's obligations hereunder, are subject to the condition that prior to Closing, Buyer's City Council approves this Agreement and authorizes Buyer to complete the transaction described herein. If prior to Closing Buyer's City Council does not approve this Agreement and authorize Buyer to complete the transaction described herein, Buyer will so notify Seller whereupon this Agreement will terminate without further action of the parties.

## ARTICLE III PRE-CLOSING MATTERS

3.01 Title Commitment. Within fifteen (15) days from the date of this Agreement, Seller will deliver to Buyer, a commitment for an owner's title insurance policy ("Title Commitment") issued by Chicago Title Insurance Company (the "Title Company") in the amount of the Purchase Price, covering title to the Property on or after the date of this Agreement, showing title in the intended grantor,

subject only to the general exceptions contained in the policy, the Permitted Exceptions and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at Closing and which Seller will so remove or cause to be removed at Closing by using funds Buyer will pay upon delivery of the deed.

3.02 Survey. Seller will have no obligation to provide a survey of the Property to Buyer.

3.03 Correction of Title Defects. The Title Commitment will be conclusive evidence of title as therein shown. If the Title Commitment is subject to any exception other than an exception described in Section 3.01 of this Agreement (an "Unpermitted Exception"), Seller will have until the Closing to have the Unpermitted Exceptions removed from the Title Commitment, or to have the Title Company commit to insure against loss or damage that may be occasioned by the Unpermitted Exceptions, and Seller will use its best efforts to have the Unpermitted Exceptions removed or insured over. If Seller fails to have Unpermitted Exceptions removed or insured over within the time provided above, Buyer will have the right (i) to terminate this Agreement, or (ii) to close this transaction and accept title subject to the Unpermitted Exceptions that have not been removed, corrected, or insured over, without reduction in the Purchase Price.

#### ARTICLE IV APPORTIONMENT OF COSTS

4.01 Real Estate Taxes. Seller shall be responsible for the 1994 general real estate taxes. The 1995 and subsequent general real estate taxes shall be prorated as of the date of closing based on the most recent net valuation factors, the latest known equalization factors and the latest known tax rate.

4.02 Other Proratable Items. Water and sewer charges, if any, will be apportioned as of the Closing Date. Meters for water, electric, telephone and all other utilities and for fuel, will be read as of the Closing Date, and Seller will pay all final bills. Charges and payments under service contracts will be prorated as of the Closing Date.

4.03 Transfer Taxes. Seller will pay all transfer taxes imposed by the State of Illinois and the county in which the Property is located, if applicable. Any applicable city transfer tax will be paid by the party upon whom the applicable ordinance places responsibility therefor. If the applicable ordinance does not specify the party responsible for the payment of city transfer taxes, the Buyer will pay such tax.

4.04 Title, Recording Costs. Seller will pay any fee the Title Company charges for issuing the Title Commitment, including any date down fee, and will also pay all premiums for the Owner's Title Insurance Policy, excluding premiums for extended coverage (if Buyer elects to procure extended coverage) and excluding premiums for any endorsements to the Owner's Title Insurance Policy Buyer requests. Seller will pay any separate title exam charges and the recording fees for any mortgage or other encumbrance releases. Buyer will pay the premiums for extended coverage (if the Buyer elects to procure extended coverage) and any endorsements to the Owner's Title Insurance Policy that Buyer requests. Buyer will also pay all loan policy premiums, if any, and recording fees for the deed conveying the Property, Buyer's mortgage documents, if any, and the Disclosure Document referred in to Section 5.02(i) hereof.

## ARTICLE V

### CLOSING

5.01 Closing Date and Location, Escrow.

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(a) Subject to satisfaction of the conditions set forth in this Agreement, Seller and Buyer will close this transaction within ten days of the issuance of an occupancy permit for the building to be constructed by Seller at 602 South Carlton Avenue, Wheaton, Illinois 60187 or on June 3, 1996, whichever date occurs first (the "Closing Date"). Possession shall be delivered in accordance with Article IX herein. Seller shall take all necessary and reasonable steps to ensure that the building to be constructed at 601 South Carlton Avenue, Wheaton, Illinois 60187 be completed as soon as reasonably possible.

(b) Seller agrees that it shall pay the Buyer for any demolition cost increase incurred as a result of the Buyer having to demolish the Property separate from the two buildings adjacent to the Property that will also be demolished, as opposed to demolishing all three buildings at the same time. The Buyer shall obtain demolition estimates for the contractor of Buyer's choice and tender them to Seller. Seller shall remit any amount owed Buyer for the demolition cost increase as calculated herein on or before the Closing Date. Seller agrees that Seller, Seller's employees and customers will not be present on the Property while the demolition of the adjacent two buildings takes place. Seller agrees to vacate the Property upon telephonic notice by Buyer that the demolition is to occur. Seller further agrees to re-occupy the Property in accordance with Article 7.01 herein.

(c) Seller and Buyer will close this transaction at the offices of Chicago Title Insurance Company, Wheaton, Illinois, at a time mutually acceptable to Seller and Buyer. In this Agreement, the term "Closing" refers to Seller's conveyance of title to the Property to Buyer. Closing will take place through a New York style deed and money escrow with the Title Company serving as escrow agent (the "Escrow Agent"). Prior to the Closing Date, Seller and Buyer will execute the standard form of New York style deed and money escrow instructions then in use by the Escrow Agent,

modified as necessary to conform to the terms of this Agreement. Seller and Buyer will each pay one-half (1/2) the escrow fee. Buyer will pay the cost of any separate money lender's escrow. Seller and Buyer may extend the Closing Date by agreement.

5.02 Seller's Closing Documents. At Closing, Seller will deposit with the Escrow Agent for delivery to Buyer, the following documents:

(a) A recordable warranty deed in 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) An ALTA Owner's Title Insurance Policy ("Title Policy") issued by the Title Company in the form customarily used by the Title Company for property similar to the Property, in the amount of the Purchase Price, insuring that Buyer or Buyer's assignee has marketable, good, insurable and indefeasible fee simple title to the Property, subject only to the general exceptions of the Policy, the Permitted Exceptions, and any other exceptions Buyer has elected to accept.

(c) Payoff letters issued by the holders of all mortgages or trust deeds of record, if any, setting forth the amount(s) required to release the Property from such mortgages or trust deeds, or release deed(s) sufficient to release such mortgages or trust deeds of record as to the Property.

(d) A duly executed Affidavit of Title, covering the Closing Date, subject only to the Permitted Exceptions and Unpermitted Exceptions which either the Title Company commits to extend insurance for, or which Buyer has elected to accept title subject to, as provided in Section 3.03.

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(e) ALTA Statements, executed in duplicate, by both Seller and Buyer.

(f) Executed real estate transfer tax declarations.

(g) Executed Closing Statement.

(h) Executed FIRPTA Statement certifying that Seller is not a "foreign person," "foreign corporation," "foreign partnership," or "foreign estate," as those terms are defined in Section 1445 of the Internal Revenue Code and the income tax regulations promulgated thereunder.

(i) An Environmental Disclosure Document fully completed and signed by Seller, in recordable form, and in form sufficient to satisfy the Responsible Property Transfer Act of 1988 (765 ILCS Sections 90/1 - 90/7) ("RPTA"). Seller and Buyer waive the requirement of RPTA that the Disclosure Document be delivered to Buyer within thirty (30) days after execution of this Agreement. Seller and Buyer each acknowledges that they are aware of the purpose and intent of the Disclosure Document.

(j) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

5.03 Buyer's Closing Documents. At Closing, in addition to payment of the Purchase Price as provided in Section 1.03 hereof, Buyer will deposit with the Escrow Agent for delivery to Seller, the following documents:

(a) ALTA Statements in duplicate.

(b) Executed counterpart of Seller's Closing Statement.

(c) A copy of the ordinance, resolution or other formal action 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 and unamended.

(d) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

ARTICLE VI  
REPRESENTATIONS AND WARRANTIES

6.01 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 the Closing, and all will survive the Closing), and Seller's obligations under Section 6.03 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) Seller has the right and authority to perform hereunder without obtaining any consents 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.

(b) 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.

(c) Seller is not aware nor has any knowledge of any underground storage tanks located on the property, except the underground tanks used in conjunction with the hydraulic lifts. During Seller's ownership of the property, neither Seller nor any tenant(s) of Seller has installed or operated an underground storage tank on the property, except relating to the hydraulic lifts.

6.02 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 6.03 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 the 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 Buyer's charter or 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 consents 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 Buyer is subject.

(c) Buyer 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.

6.03 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, 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. Seller and Buyer agree to reimburse and indemnify each other (and Seller's officers, directors, members, employees, agents, successors and assigns, and Buyer's employees, agents, successors and assigns will also be reimbursed and indemnified) from and against all liability, damages and losses whatsoever, including reasonable attorneys' fees and court costs, resulting from any 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 VII

INDEMNIFICATION

7.01 The Seller hereby indemnifies, exonerates and holds the Buyer and its officers, including the Mayor and City Council, employees and agents (hereinafter collectively referred to as the "Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred, including reasonable attorneys' fees and costs, incurred by the Indemnified Parties as a result of

or arising out of or relating to damage to the Property, the Seller's personal property and/or the Seller's customer's personal property during or after the demolition of the buildings adjacent to the Property. This indemnification will survive the closing and will not merge with any deed of conveyance.

ARTICLE VIII  
STRUCTURAL CONDITION OF PROPERTY

8.01 Seller has, at Seller's expense, caused the building located on the Property to be repaired to the extent as deemed reasonably necessary by the City of Wheaton Building Department as of the date of contract. Seller has stabilized the roof structure and the roof parapet of the north wall in accordance with the requests of the City of Wheaton Building Department. Seller further agrees to not re-occupy the Property after the demolition of the adjacent two building until a City of Wheaton Building Department representative(s) has had the opportunity to inspect the Property and has authorized and approved of the re-occupancy of the Property by Seller and Seller's employees and customers. Seller agrees to make any further repairs as deemed reasonably necessary by the City of Wheaton Building Department prior to re-occupying the Property after the demolition of the adjacent two buildings. Buyer shall direct the demolition contractor to take all reasonable steps to not damage the structural integrity of the Property.

ARTICLE IX  
POSSESSION

8.01 Delivery at Closing. Seller will deliver possession of the Property to Buyer at Closing. Any personal property not removed by Seller at the time of delivery of possession will be deemed abandoned, whereupon title thereto will pass to Buyer as if by Bill of Sale, and Buyer will have the right to dispose of such personal property in any manner Buyer chooses, at Buyer's expense. Seller will terminate any existing tenancies affecting the Property prior to or as of the Closing Date.

ARTICLE X  
BROKERS

9.01 No Brokers. Seller and Buyer represent and warrant to each other that they have dealt with no brokers or real estate agents in connection with the transaction described in this Agreement.

9.02 Indemnity. Seller and Buyer will indemnify each other against all loss, cost, damage and expense the other may incur as the result of a claim for commission, fee or other compensation made by any broker or real estate agent by reason of the transaction described in this Agreement, where such claim is based on dealings or alleged dealings by such broker or agent with the indemnifying party.

9.03 Survival. The representations and warranties of Seller and Buyer, and their agreements contained in this Article IX, will survive the Closing or other termination of this Agreement.

ARTICLE XI  
MISCELLANEOUS

10.01 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 telefacsimile (provided such telefacsimile is followed by the mailing of a "hard copy" of such notice in the United States mail, first class postage, within one (1) business day after the telefacsimile is sent) to the telefacsimile number provided below for the intended recipient of such notice, or when delivered personally or on the date deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, and addresses as follows:

If to Seller: Richard A. Rhodes  
Lois M. Rhodes  
229 West Front Street  
Wheaton, Illinois 60187

With a copy to: Russell E. Baldwin  
Baldwin & Shaykin Chartered  
939 F North Plum Grove Road  
Schaumburg, Illinois 60173  
Telefacsimile No. 708-995-8045

If to Buyer: City of Wheaton  
303 West Wesley Street  
P. O. Box 727  
Wheaton, Illinois 60187  
Attention: Donald B. Rose  
City Manager  
Telefacsimile No.: 708-260-2017

With a copy to: Stephen D. Helm  
Steve Helm & Associates  
804 North Washington Street  
Naperville, Illinois 60563  
Telefacsimile No.: 708-369-8661

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.

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

10.03 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 a 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 conditions 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, term or condition of this Agreement, all of which shall continue in full force and effect.

10.04 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.

10.05 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.

10.06 Assignment. Buyer may not assign this Agreement, or any of Buyer's rights hereunder, nor may Buyer delegate its duties, without first obtaining Seller's written consent, which Seller may withhold in its absolute discretion.

10.07 Binding Effect. Without limiting the provisions of Section 10.06, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

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

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

10.10 Waiver of Inverse Condemnation Claim. Seller releases Buyer from any claim Seller may have that Buyer's acquisition of the Property pursuant to this Agreement is an inverse condemnation of any property that Seller owns that is adjacent to the Property.

10.11 Eminent Domain Authority. The Seller and Buyer

acknowledges that Seller's sale of the Property to Buyer pursuant to this Agreement is made under threat of Buyer's eminent domain authority. Seller and Buyer have entered into this Agreement as a good faith settlement to avoid the filing of an eminent domain action with respect to the Property.

ARTICLE XII  
LIMITATION OF LIABILITY

11.01 Disclaimer of Warranties. Except as expressly provided in Section 8.01 of this Agreement, Seller is selling the Property to Buyer in an "as is, where is" condition. In executing this Agreement, Buyer acknowledges that it is not relying on any statements, representations or warranties of the Seller concerning the Property or the transaction described herein other than statements, representations and warranties of Seller that are expressly set forth in this Agreement.

11.02 Environmental Conditions. Buyer is expressly accepting the property subject to any and all applicable EPA requirements and further expressly agrees to be solely responsible for any and all environmental contamination (if any) or related liability including, but not limited to, any liability or requirement imposed by applicable local, county, state and/or federal statutes.

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

SELLER:

Richard A. Rhodes  
Richard A. Rhodes

Lois M. Rhodes  
Lois M. Rhodes

3-14-96

Date

**BUYER:**

**CITY OF WHEATON, an Illinois  
Municipal Corporation**

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**Date** \_\_\_\_\_

THE SOUTH 82 FEET OF LOT 7 IN BLOCK 8 IN TOWN OF WHEATON, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1853 AS DOCUMENT 7256, IN DUPAGE COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 05-16-301-008

Subject to:

- (a) General real estate taxes for the year 1995 and subsequent years.
- (b) The land lies within the Wheaton Sanitary District which has accepted federal grants for sewage treatment works pursuant to Public Law 92-500. Federal law requires a user charge system separate from general ad valorem property taxes.
- (c) The land lies within the boundaries of a special service area as disclosed by ordinances recorded as Documents R92-253677 and R92-253678, and is subject to additional taxes under the terms of said ordinances and subsequent related ordinances.
- (d) Ordinances approving, redesigning and adopting a tax increment allocation financing for the Downtown Wheaton Redevelopment Project Area, recorded as Documents R93-103578, R93-103579 and R93-103580.