

**COSTSHARING AGREEMENT BETWEEN THE CITY OF AURORA, SOA LAKE,  
LLC AND SFI PROPERTIES, AURORA FOR THE INSTALLATION OF A PUBLIC  
SANITARY SEWER LINE AT 970 N. LAKE STREET.**

THIS AGREEMENT (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the CITY OF AURORA (the “City”); SOA LAKE, LLC, an Illinois limited liability company; and SFI Properties Aurora LLC, an Illinois limited liability company (“SFI”); who are together referred to in this Agreement as the “Parties”.

WHEREAS, the City is an Illinois municipality and home rule unit of local government; and

WHEREAS, SOA Lake, LLC is the owner of certain property located at 970 N. Lake Street, Aurora, Illinois, (“Subject Property”) legally described on **Exhibit “A”**, and is an affiliated company with Storage of America LLC, a Utah limited liability company (together with SOA Lake LLC shall collectively be referred to herein as “SOA”); and

WHEREAS, SOA intends to redevelop the existing vacated Carson Pirie Scott building, and create commercial outlots on the Subject Property as; and

WHEREAS, SOA intends to subdivide the Subject Property into a two-lot subdivision, known as Lake Street 31 Development Subdivision, shown on **Exhibit B**.

WHEREAS, SFI Properties Aurora LLC is the contract purchaser from SOA Lake, LLC of certain property legally described on **Exhibit “B”** (the “Outlot-Lot 2”), and is an affiliated company with Super Sudz Aurora Inc. (SFI and Super Sudz Aurora Inc shall be collectively referred to herein as “Sudz”); and

WHEREAS, Sudz intends to construct a new carwash on the Lot 2;

WHEREAS, there has been interest in developing the outlots at the Subject Property over the years, but due to the absence of a public sanitary sewer and the expense associated with the construction of a public sanitary sewer line, many developers/investors have been discouraged; and

WHEREAS, the Parties agree that the construction of the public sanitary sewer line will benefit all parties; and

WHEREAS, the installation of approximately 635 feet of 8" PVC public sanitary sewer line is estimated to cost approximately one hundred and thirty-five thousand dollars (\$135,000); and

WHEREAS, the installation of a public sanitary sewer line at the property of 970 N. Lake Street would serve to benefit all Parties and the future development of certain adjacent parcels, (See **Exhibit E- Proposed Sanitary Service Area Map.**)

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Nature of Agreement:

Upon the approval of final engineering plans by the City, this Agreement is for the cost sharing of all expenses associated with the design, permitting, and construction, of an 8" public sanitary sewer line at 970 N. Lake Street (the "Sewer Line") that will connect to the existing 15" public sanitary sewer line located on Palace Street. The proposed sanitary sewer will extend east to serve the future outlot (lot 2) and potentially adjacent

properties to the south). Preliminary engineering plans for the proposed sanitary sewer construction has been submitted to the City for review and are attached as **Exhibit “D Preliminary Engineering Plan”.**

2. SOA’S Obligations and Responsibilities

In exchange for entering into this cost-sharing agreement, SOA hereby agrees to:

- a. Redevelop the current building (former Carson’s building) on the property into storage units for lease and new retail space within the current building fronting Lake Street. The redevelopment will include new signage, new sidewalk, new entrances and new landscaping throughout the property as reflected in **Exhibit “F”**.
- b. Close on the current sale contract between SOA and Sudz for the Outlot (Lot 2) (**Exhibit “C”**).

3. Cost Sharing:

- a. The city will contribute a 1/3 of the estimate cost of construction. (\$45,000 of \$135,000 estimate)
- b. SOA and SFI will each contribute the remaining 2/3 of the estimate cost of construction. (\$45,000 each)
- c. If the cost exceeds the estimate cost of construction the overage will be split between SOA and SFI
- d. The parties acknowledge that SOA has previously expended \$15,200 toward the design cost of the sanitary sewer line with Atwell Hicks and will receive credit for these prior payments.

- e. The City agrees to adopt a recapture ordinance to reimburse the three parties if in the future another property connects onto the proposed sanitary sewer. This recapture should be split equally 3-ways.
4. Reimbursement. City agrees to adopt the following recapture ordinance(s) to reimburse Developer(s), as specifically requested subsequent to this Agreement, including a proportionate share of engineering, construction and other costs from owners of property which may reasonably expect to benefit from such facilities. The recapture ordinances shall be for 50% reimbursement of the sanitary sewer extension. City shall adopt the recapture ordinance within a reasonable time following notice from Developer(s) that the facilities are complete, and provided that Developer(s) supplies all information required by the City to process said Ordinance. The recapture ordinance(s) shall provide for Developer(s) to be paid by said owners a reasonable amount of interest of no more than fifty percent (50%) on the amount expended in completing the sanitary sewer extension, which interest shall be calculated from and after the date of completion and acceptance of the improvement, said interest shall accrue for a maximum of five (5) years, and for the payment of all recapture sums due at the time of connection, or use by any benefited property owner. The recapture agreement will expire 20 years from the date of this ordinance.
5. Coordination of Work. The Parties agree that SOA will bid and let the contract for the installation of the public sanitary sewer line, will supervise the work as it progresses (subject to inspections by the City as required by applicable City's Codes) and will pay the contractors in a timely manner pursuant to its applicable contracts.

6. Reimbursement of SOA. SOA will be reimbursed for the cost of the public sanitary sewer line pursuant to paragraph 2 by the City and Sudz, as the case may be, within forty-five (45) days of presentation of paid receipts and lien waivers evidencing payment to the contractors performing such work.
7. Binding on Successors in Interest. This Agreement shall be binding upon the Parties and their respective successors in interest and assigns, including, future owners and developers of the Subject Property.
8. Breach. In the event of a material breach by any Party, the affected Party shall give notice of the default to the breaching Party and the breaching Party shall have 30 days to cure the breach or such additional time as is reasonably necessary to cure the breach.
9. Remedy for Breach. In the event that SOA fails to uphold their obligations outlined in Paragraph 2, the City or Sudz may be entitled to reimbursement their cost sharing contributions.
10. Third Party Beneficiaries. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person or organization other than the City, SOA and Sudz; nor is anything in this Agreement intended to relieve or discharge the obligations or liabilities of any third persons to any of the Parties; nor shall any provision give any person or organization any rights of subrogation or actions over or against any of the Parties. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.
11. No Joint Venture. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third persons to create the relationship of a partnership, agency or joint venture between the Parties.

12. Limitation of Liability Regarding Governmental Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the corporate authorities, any elected official, officer, partner, member, director, agent, employee or attorney of the City or the State, or her/his individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the City or the State shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties. Exhibits identified to be included in this Agreement, whether attached hereto or later delivered, shall be deemed incorporated herein by this reference to them.

14. Modification of Agreement. This Agreement may only be amended, modified, or supplemented by an agreement in writing duly executed by all three Parties.

15. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois. This Agreement shall be interpreted liberally to affect the intention of the Parties. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the 16th Judicial Circuit Court in Kane County, Illinois. All Parties agree to such exclusive jurisdiction and that venue is proper in such court.

16. Attorneys' Fees. Should there be any legal disputes regarding this Agreement, the prevailing party shall have the right to collect its reasonable costs and attorney's fees incurred in enforcing this Agreement.

17. Counterparts. This Agreement may be executed in three counterparts, each of which shall be deemed an original and, when taken together, shall constitute but one and the same Agreement.

18. Severability. If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part was never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

19. Authority to Execute. The Parties represent and warrant the individuals executing this Agreement on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions, and approvals have been secured prior to the Effective Date of this Agreement.

20. Recording. This Agreement shall be recorded against title to the Subject Property.

21. Notices: Each Notice (“Notice”) provided for under this Agreement must comply with the requirements of this paragraph. Each Notice shall be in writing and sent by (a) depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, or (b) reputable overnight courier, or (c) hand delivery, addressed to the appropriate Party (and marked to a particular individual’s attention if so indicated) as hereinafter provided, or, (d) electronic mail, if an e-mail address is provided for such party below. Each Notice shall be effective upon delivery.

The addresses of the Parties shall be those set forth as follows:

If to the City:

City of Aurora  
City Hall  
44 E. Downer Place

Aurora, IL 60505  
Attention: Richard C. Irvin, Mayor  
[MayorsOffice@aurora.il.us](mailto:MayorsOffice@aurora.il.us)

With a copy to:

City of Aurora  
City Hall  
44 E. Downer Place  
Aurora, IL 60505  
Attention: Corporation Counsel

If to SOA:

Thomas Fitzpatrick  
Vice President of Development  
4223 W. 62<sup>nd</sup> Street  
Indianapolis, IN 46268

If to Sudz:

Brenda Pod  
Development Manager  
47 W. Division Street, Unit 186  
Chicago, Illinois 60610

With a copy to:

Richard L. Williams  
Griffin Williams McMahon & Walsh, LLP  
21 N. Fourth St.  
Geneva, IL 60134  
[rwilliams@gwmwlaw.com](mailto:rwilliams@gwmwlaw.com)

[Signature pages follow]

Executed by the Parties on the dates set forth below, to be effective as of the Effective Date:

**THE CITY OF AURORA:**

By: \_\_\_\_\_  
Mayor Richard C. Irvin

Attest: \_\_\_\_\_  
Jennifer Stallings, City Clerk

Date: \_\_\_\_\_

**SOA LAKE, LLC:**

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name, Title

Date: \_\_\_\_\_

**SFI PROPERTIES AURORA LLC :**

By: \_\_\_\_\_  
Name, Title

Attest: \_\_\_\_\_  
Name, Title

Date: \_\_\_\_\_

**EXHIBIT A:**

**LEGAL DESCRIPTION OF STORAGE OF AMERICA PROPERTY**

**LEGAL DESCRIPTION PER TITLE COMMITMENT**

FIRST AMERICAN TITLE INSURANCE COMPANY

FILE NO.: NCS-910955-23-CH12 WITH AN EFFECTIVE DATE: JUNE 21, 2018

THAT PART OF THE WESTERLY HALF OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 101.64 FEET ALONG THE WESTERLY LINE OF SAID SECTION 15 TO THE OLD CLAIM LINE (WHICH IS ALSO THE NORTH LINE OF RIDDLE HIGHLANDS IN THE CITY OF AURORA, ILLINOIS); THENCE EASTERLY ALONG THE OLD CLAIM LINE 648.77 FEET TO THE NORTHWEST CORNER OF LOT 13 IN BLOCK 11 OF RIDDLE HIGHLANDS; THENCE NORtherly ALONG A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF LOT 13 IN BLOCK 11 OF RIDDLE HIGHLANDS AND EXTENDS NORtherly TO THE SOUTHWEST CORNER OF LOT 221 OF NORTHLAKE MANOR AURORA, KANE COUNTY, ILLINOIS, FOR A DISTANCE OF 772.78 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORtherly ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 430 FEET TO THE SOUTHEAST CORNER OF LOT 221 IN NORTHLAKE MANOR; THENCE EASTERLY ALONG THE SOUTHERLY LINE AND SOUTHERLY LINE EXTENDED OF NORTHLAKE MANOR 763.74 FEET TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY SPECIAL WARANTY DEED RECORDED NOVEMBER 1, 1963 AS DOCUMENT 1011949; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2451.29 FEET, AN ARC DISTANCE OF 190.33 FEET; THENCE SOUTH 8 DEGREES 33 MINUTES 49 SECONDS EAST ALONG SAID WESTERLY LINE 197.38 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 44 DEGREES 28 MINUTES 11 SECONDS WEST ALONG SAID WESTERLY LINE 25.04 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 8 DEGREES 33 MINUTES 49 SECONDS EAST 31.52 FEET TO THE SOUTHWEST CORNER OF SAID STATE OF ILLINOIS TRACT; THENCE NORTH 88 DEGREES 51 MINUTES WEST PARALLEL WITH THE SOUTHERLY LINE AND SOUTHERLY LINE EXTENDED OF NORTHLAKE MANOR 822.69 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

**EXHIBIT B:**

**FINAL PLAT OF LAKE STREET 31 DEVELOPMENT SUBDIVISION**

## LAKE STREET 31 DEVELOPMENT SUBDIVISION

OF THAT PART OF THE WESTERLY HALF OF THE NORTHEAST QUARTER OF SECTION 15 IN TOWNSHIP 38  
NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS

Know what's below.

Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN A DASHED LINE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR CONTRACTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE HELD HARMLESS FOR ANY AND ALL DAMAGES WHICH MAY BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

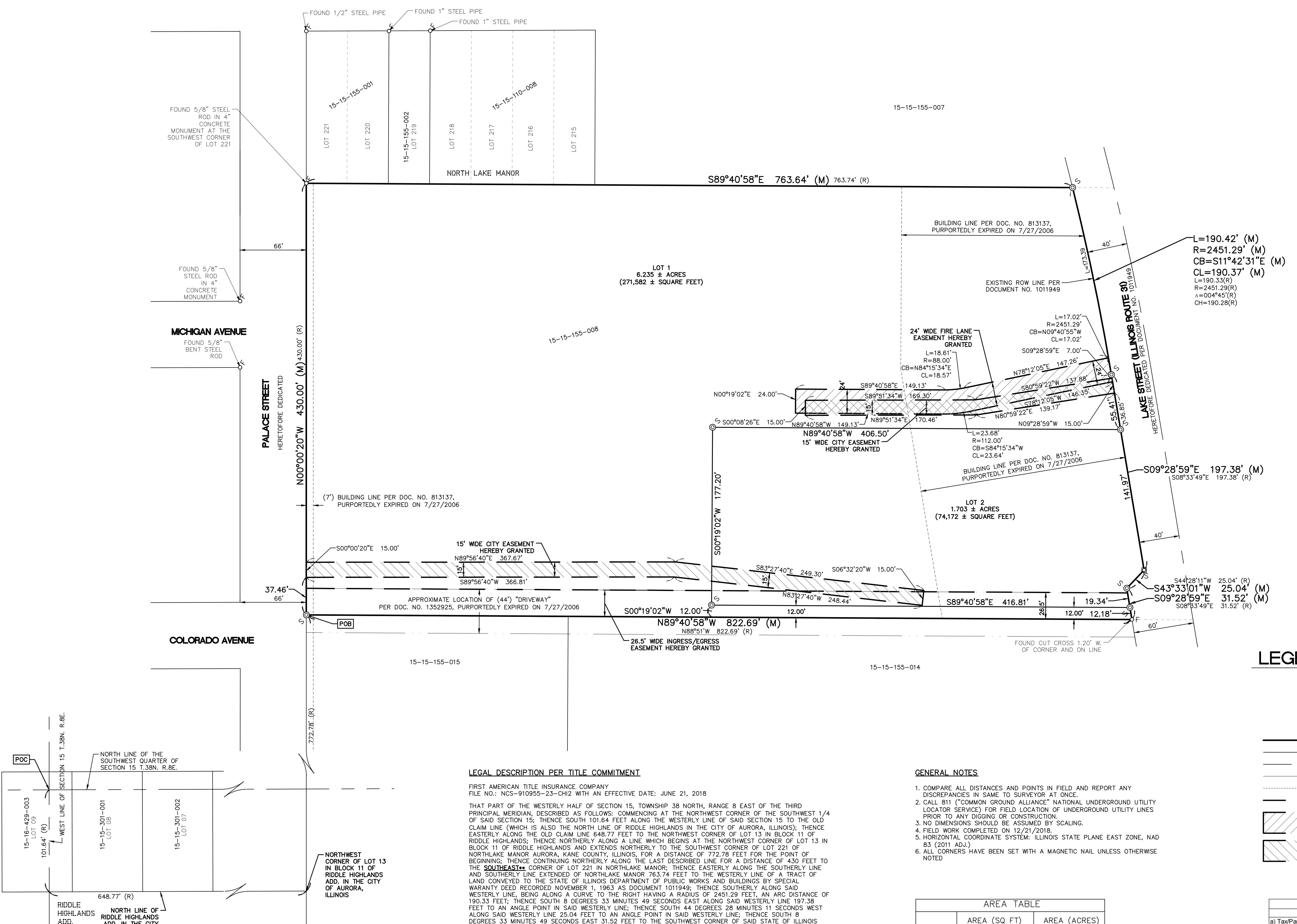
NOTICE:  
CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE LIABLE FOR ANY AND ALL RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OR FOR ANY AND ALL DAMAGES OR INJURIES TO PERSONS, OR OF ANY OTHER PERSONS, OR FOR ANY AND ALL STRUCTURES, OR OF ANY OTHER PERSONS.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE LIABLE FOR ANY AND ALL RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OR FOR ANY AND ALL DAMAGES OR INJURIES TO PERSONS, OR OF ANY OTHER PERSONS.

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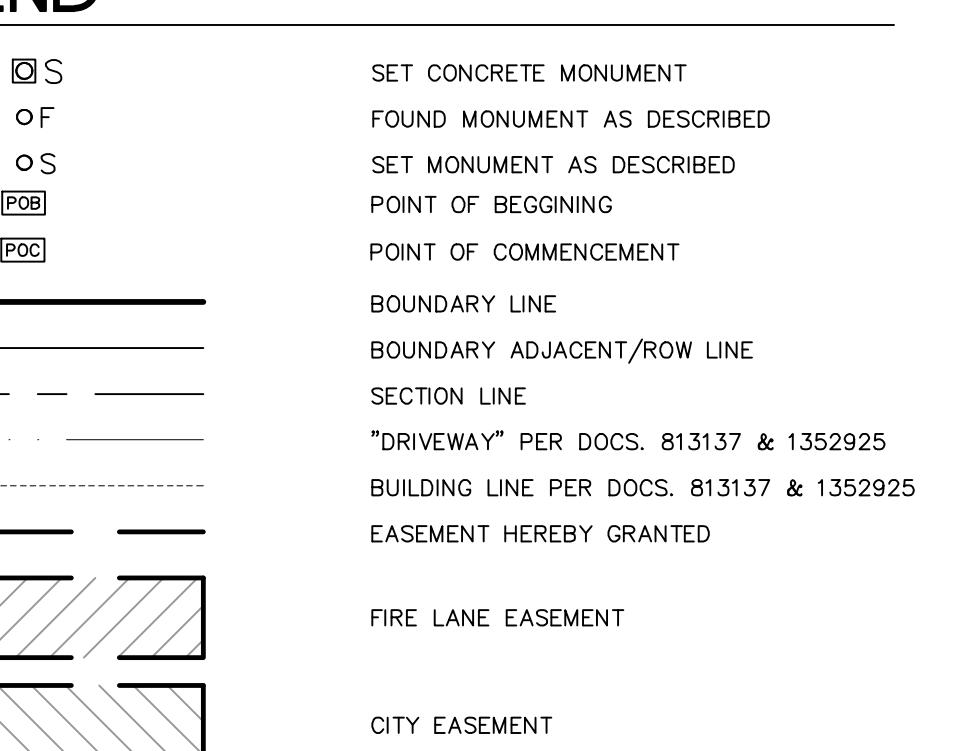
BASIS OF BEARINGS IS ILLINOIS STATE  
PLANE EAST ZONE, NAD83 (2011 ADJ.),  
1250 EAST 50TH ROAD, SUITE 300  
DESIGN FIRM #B4-1051876

**ATWELL**  
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1250 EAST 50TH ROAD, SUITE 300  
DESIGN FIRM #B4-1051876



AREA TABLE		
	AREA (SQ FT)	AREA (ACRES)
LOT 1	271,582	6.235
LOT 2	74,172	1.703
TOTAL	345,754	7.937

Development Data Table: Final Plat		
Description	Value	Unit
a) Tax/Parcel Identification Number(s) (PINs):	15-15-155-008	
b) Subdivided Area	7,937	Acres
c) Proposed New Right-of-way	-	Acres
	-	Square Feet
	-	Linear Feet of Centerline
d) Proposed New Easements	0.960	Acres
	41,825	Square Feet



REVISIONS
SCALE 0 25 50
1" = 50 FEET
DR. BDE    ch. BDE
P.M. K. ALLRED
BOOK 210
JOB 1800280
HEET NO. 1 OF 2



Know what's below.  
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN AS APPROXIMATELY AS SHOWN ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR CONTRACTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FURNISHED WITH A COPY OF THIS MAP AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO DO SO, AND TO PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OR FOR ANY OTHER STRUCTURES, OR OF ANY OTHER PERSONS.

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1250 EAST 55TH ROAD, SUITE 300  
DESIGN FIRM #84-1059816

# FINAL PLAT OF LAKE STREET 31 DEVELOPMENT SUBDIVISION

OF THAT PART OF THE WESTERLY HALF OF THE NORTHEAST QUARTER OF SECTION 15 IN TOWNSHIP 38  
NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS

## OWNER'S CERTIFICATE

OWNER'S CERTIFICATE - SUBDIVISION (CORPORATION)  
THIS IS TO CERTIFY THAT \_\_\_\_\_ (NAME)  
\_\_\_\_\_ A \_\_\_\_\_ (TYPE/STATE)  
\_\_\_\_\_ CORPORATION, IS THE RECORD OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, AFFIXED HEREON, AND DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID PROPERTY, AND THE VARIOUS DEDICATIONS, GRANTS AND RESERVATIONS OF EASEMENT AND RIGHTS-OF-WAY DEPICTED HEREON.  
ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICT(S):  
LOT NUMBER(S) 1-2 SCHOOL DISTRICT  
ALL HILL ELEMENTARY SCHOOL DISTRICT NO. 129  
HERGET MIDDLE SCHOOL DISTRICT NO. 129  
WEST AURORA HIGH SCHOOL DISTRICT NO. 129  
WAUBONNE COMMUNITY COLLEGE DISTRICT NO. 516  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

SIGNATURE \_\_\_\_\_

PLEASE TYPE/PRINT THE AUTHORIZED INDIVIDUAL'S NAME, TITLE, CORPORATION/COMPANY NAME, AND ADDRESS:  
\_\_\_\_\_

## PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE )  
SS  
I, THE UNDERSIGNED, AS CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF AURORA, KANE, DUPAGE, WILL AND KENDALL COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THIS DOCUMENT HAS BEEN APPROVED BY SAID PLANNING AND ZONING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

PLANNING AND ZONING COMMISSION, CITY OF AURORA

CHAIRMAN  
\_\_\_\_\_

PLEASE TYPE/PRINT NAME  
\_\_\_\_\_

## CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE )  
SS  
APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_ BY THE CITY COUNCIL OF THE CITY OF AURORA, PURSUANT TO ORDINANCE/RESOLUTION NUMBER \_\_\_\_\_

BY: MAYOR  
\_\_\_\_\_  
ATTEST: CITY CLERK  
\_\_\_\_\_

## NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
ISS  
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE OWNER'S CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SAID INDIVIDUAL APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT OF THE CORPORATION AND THAT SAID INDIVIDUAL DID NOT THEN OR THEREAFTER ACCORDING TO THE LAW OF THE STATE OR OF THE CORPORATE SEAL OF SAID CORPORATION AND DID AFFIX SAID SEAL OF SAID CORPORATION TO SAID INSTRUMENT AS HIS OR HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

NOTARY \_\_\_\_\_

PLEASE TYPE/PRINT NAME  
\_\_\_\_\_

## COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
SS  
I, THE UNDERSIGNED, AS COUNTY CLERK OF \_\_\_\_\_ COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID OR FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND DEPICTED HEREON. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT DEPICTED HEREON.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT \_\_\_\_\_ ILLINOIS,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

COUNTY CLERK  
\_\_\_\_\_

PLEASE TYPE/PRINT NAME  
\_\_\_\_\_

## COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
SS  
I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR \_\_\_\_\_ COUNTY DO HEREBY CERTIFY THAT INSTRUMENT NUMBER \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF \_\_\_\_\_ COUNTY, ILLINOIS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M.

RECORDER OF DEEDS  
\_\_\_\_\_

PLEASE TYPE/PRINT NAME  
\_\_\_\_\_

## CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE )  
SS

I, THE UNDERSIGNED, AS CITY ENGINEER OF THE CITY OF AURORA, KANE/DUPAGE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED UNDER MY OFFICES THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

CITY ENGINEER  
\_\_\_\_\_

PLEASE TYPE/PRINT NAME  
\_\_\_\_\_

## ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO ILL. REV. STAT. 1985, CH. 105, PAR. 2. HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED BY THE OWNER OF THE PROPERTY, A PLAN THAT MEETS REQUIREMENTS CONTAINED IN THE DEPARTMENT'S POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS WILL BE REQUIRED BY THE DEPARTMENT.

DISTRICT ONE ENGINEER  
\_\_\_\_\_

## SURFACE WATER STATEMENT

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH WILL BE DESIGNED AND LOCATED IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD FOR DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

OWNER OR ATTORNEY  
\_\_\_\_\_

PLEASE TYPE/PRINT NAME  
\_\_\_\_\_

ENGINEER  
\_\_\_\_\_

PLEASE TYPE/PRINT NAME  
\_\_\_\_\_

## CITY EASEMENT PROVISIONS

A CITY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF AURORA ("CITY") AND ITS FRANCHISEES, PERMITtees OR LICENSEES FOR ALL AREAS HEREON PLATTED AND DESIGNATED "CITY EASEMENT", TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE, IN THE NAME OF THE CITY, ALL WATER, SEWER, GAS, TELEPHONE, ELECTRICAL, CABLE TELEVISION AND WHERE ADJACENT TO PUBLIC RIGHTS OF WAY OR STORMWATER CONTROL, EASEMENT UNDER, OVER, ACROSS, ALONG AND UPON THE SURFACE OF SAID EASEMENT, INCLUDING BUT NOT LIMITED TO THE FOLLOWING, WITHOUT LIMITATION, WATER MAINS, STORMWATER RUNOFF, STORM SEWERS, SANITARY SEWERS, GAS MAINS, TELEPHONE CABLES, ELECTRICAL LINES, AND CABLE TELEVISION AND WHERE APPROPRIATE, PAVED ROADS, FLOORS AND ROADS TO SIDEWALKS OR PATHWAY SYSTEMS. NO ENCRUMPTION OF ANY KIND SHALL BE ALLOWED WITHIN SAID EASEMENT UNLESS THE CITY DETERMINES THAT SAID ENCRUMPTION SHALL NOT INTERFERE WITH THE PROPER FUNCTIONING OF ALL SUCH PERMITTED USES, SUCH AS ENCRUMPTION BY NON-INTERFERING GARDENS, SHRUBS AND OTHER LANDSCAPING MATERIALS. THE CITY MAY REQUIRE PERMITtees OR LICENSEES WITH PERMITS FROM THE CITY MAY ENTER UPON SAID EASEMENT FOR THE USES HEREIN SET FORTH AND HAVE THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED "CITY EASEMENT" WHICH ENCRUMPT ON ANC INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND SUCH FACILITIES APPURTENANT THERETO.

FOLLOWING ANY WORK TO BE PERFORMED BY CITY FRANCHISEES, PERMITtees OR LICENSEES WITH PERMITS FROM THE CITY, IN THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN, SAID ENTITIES SHALL MAKE SURFACE RESTORATIONS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: BACKFILL ANY TRENCH, RESTORE CONCRETE AND ASPHALT SURFACES, TOPSOIL AND SEED, REMOVE EXCESS DEBRIS, MAINTAIN AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION. ALL SAID RESTORATION SHALL BE COMPLETED IN ACCORDANCE WITH CITY STANDARDS AND SUBJECT TO CITY APPROVAL.

FOLLOWING ANY WORK TO BE PERFORMED BY THE CITY IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR SHRUBBERT.

## INGRESS/EGRESS EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS IS HEREBY RESERVED FOR AND GRANTED TO THE OWNERS, THEIR SUCCESSORS AND ASSIGNS OF THE DESIGNATED LOTS OVER THE AREAS DESIGNATED AS INGRESS/EGRESS EASEMENTS.

## FIRE LANE EASEMENT PROVISIONS

A FIRE LANE EASEMENT IS HEREBY RESERVED OVER A PORTION OF LOT 1 OF THE LAKE STREET 31 DEVELOPMENT SUBDIVISION FOR THE BENEFIT OF 1 OF THE TOWNSHIP 38, RANGE 8 EAST, AURORA TOWNSHIP, KANE COUNTY, ILLINOIS, FOR THE PURPOSE OF PREVENTING OBSTRUCTION, OBSTRUCTION, BURDEN, ENCRUMPTION UPON, OR DEDUCTING FROM THE USE OF THE EASEMENT FOR ITS INTENDED PURPOSE AS A FIRE LANE AND/OR EMERGENCY FIRE ACCESS.

NO PERMANENT OR TEMPORARY BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED OR MAINTAINED ON, ACROSS OR THROUGH ANY OF THE AREAS MARKED ON THE PLAT AS "FIRE LANE EASEMENT", NOR SHALL ANY FENCES BE CONSTRUCTED TO BLOCK ACCESS TO ANY OF THE AREAS MARKED ON THE PLAT AS "FIRE LANE EASEMENT", WITHOUT PERMIT ISSUANCE, SPECIFYING AN EXEMPTION FROM THE CITY OF AURORA BUILDING CODE OFFICIAL, FIRE CODE OFFICIAL AND THE FIRE MARSHAL.

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )  
SS

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE WESTERLY HALF OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NINETEEN (19) ACRES OF LAND IN SECTION 15, GOING SOUTH 101.64 FEET ALONG THE WESTERLY LINE OF SAID SECTION 15 TO THE OLD CLAIM LINE (WHICH IS ALSO THE NORTH LINE OF RIDGE HIGHLANDS IN THE CITY OF AURORA, ILLINOIS); THENCE EASTERLY ALONG THE OLD CLAIM LINE 648.77 FEET TO THE NORTHEAST CORNER OF LOT 13 IN BLOCK 11 OF RIDGE HIGHLANDS; THENCE NORTHERLY ALONG A LINE WHICH BEGINS AT THE NORTHEAST CORNER OF LOT 13 IN BLOCK 11 OF RIDGE HIGHLANDS AND EXTENDS NORTHERLY TO THE NORTHEAST CORNER OF LOT 22 IN NORTHLAKE MANOR, AURORA, KANE COUNTY, ILLINOIS, FOR A DISTANCE OF 772.78 FEET FROM THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 430 FEET TO THE SOUTHWEST CORNER OF LOT 22 IN NORTHLAKE MANOR; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE TRACT OF LAND EXTENDED FROM THE SOUTHWEST CORNER AND SOUTHERLY TO THE NORTHEAST CORNER OF LOT 22 IN NORTHLAKE MANOR, AURORA, KANE COUNTY, ILLINOIS, FOR A DISTANCE OF 622.69 FEET FROM THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

THE PLAT HEREON DRAWN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND ACCURATELY LOCATES THE PROPERTY HEREIN SHOWN IN FEET AND DECIMAL PARTS THEREOF. I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF A MUNICIPALITY WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AND THAT THE PLAT MEETS THE PROVISIONS OF CHAPTER 43, "ZONING", OF THE ILLINOIS MUNICIPAL CODE, AND THAT THE PLAT IS BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 170320, PANEL NUMBER 1708900339H, EFFECTIVE DATE 8/2/2009. NO PORTION OF THE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

DRAFT  
DR. TB || CH. BDE  
KYLE O. ALLRED, LICENSE NO. 035-003714  
LICENSE EXPIRES: 11/30/2022

FIELD WORK COMPLETION DATE: 12/21/2018

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



CLIENT LAKE STREET 31 DEVELOPMENT  
STORAGE OF AMERICA  
FINAL PLAT OF  
SUBDIVISION  
NORTHLAKE SHOPPING CENTER  
900 NORTH LAKE STREET  
AURORA, IL 60506  
DATE 02/16/2022  
1/12/2022  
ADDED EASEMENTS PER CLIENT  
2/16/2022  
REV EASEMENTS

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**EXHIBIT C:**  
**SALES CONTRACT**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date (as defined in Section 25 below), by and between SOA LAKE LLC, an Illinois limited liability company (hereinafter called "Seller"), and SFI PROPERTIES AURORA LLC, an Illinois limited liability company (hereinafter called "Buyer").

### WITNESSETH:

FOR AND IN CONSIDERATION of the Earnest Money (as hereinafter defined), the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase that certain real property located in Kane County, Illinois, containing approximately 1.75 acres and being more particularly depicted on Exhibit A attached hereto and made a part hereof, together with any and all improvements located thereon (said real property, together with any such improvements, being hereinafter collectively referred to as the "**Property**"). Seller and Buyer acknowledge and understand that as of the date of this Agreement, the Property is part of a larger tract of land and will need to be subdivided prior to Closing (as hereinafter defined) in accordance with Section 5(b) below.

2. Purchase Price, Method of Payment.

(a) The purchase price for the Property (hereinafter called the "**Purchase Price**") shall be Six Hundred Thousand Dollars (\$600,000.00). The Purchase Price shall be paid by Buyer to Seller on the Closing Date (as hereinafter defined) after crediting the Earnest Money, and subject to the prorations and adjustments hereinafter described, by wire transfer or other immediately available funds acceptable to Seller.

3. Earnest Money. Within three (3) business days of the Effective Date, Buyer shall deliver to First American Title Insurance Company, with an office address of \_\_\_\_\_, Attn: \_\_\_\_\_ (hereinafter called "**Escrow Agent**") a good faith earnest money deposit of Twenty-Five Thousand Dollars (\$25,000.00) (said deposit, together with all interest earned thereon, if any, being hereinafter called the "**Earnest Money**"), which Earnest Money shall be held and disbursed by Escrow Agent in accordance with the terms and conditions of this Agreement and the terms and conditions set forth in that certain Escrow Agreement to be executed by Seller, Buyer and Escrow Agent contemporaneously herewith, the form of which is attached hereto as Exhibit B and made a part hereof. On the Closing Date, the Earnest Money shall be applied as part payment of the Purchase Price, in accordance with Section 2 above.

4. Title Examination and Objections.

(a) Seller shall convey good and insurable fee simple title to the Property to Buyer, subject only to (i) the lien of taxes not yet due and payable, (ii) all matters that would be revealed by a current and accurate survey and inspection of the property and waived or not timely objected to by Buyer pursuant to this Section 4, (iii) all matters of record waived or not timely objected to by Buyer pursuant to this Section 4, (iv) all applicable laws, statutes, ordinances, rules and regulations pertaining to the use and occupancy of the Property, and (v) any other matters of title to which Buyer shall expressly consent

in writing (each hereinafter called a "**Permitted Exception**" and collectively, the "**Permitted Exceptions**").

(b) Upon execution of this Agreement, Escrow Agent shall proceed with the issuance of a commitment for an owner's policy of title insurance (hereinafter called the "**Title Commitment**"). Buyer shall have thirty (30) days from the Effective Date (the "**Title and Survey Objection Date**") in which to examine the Title Commitment and Survey and in which to give Seller written notice of any objections that render Seller's title less than good and insurable fee simple title. If Buyer fails to give such notice of objections to Seller by such date, Buyer shall be deemed to have waived such right to object to any title exceptions or defects.

(c) Seller shall have five (5) business days from the date of receipt of notice of Buyer's objections in which to review said objections, and to give Buyer written notice whether Seller will attempt to cure any valid objections specified in Buyer's notice. If Seller fails to deliver said notice within said five (5) business-day period, or if Seller notifies Buyer that Seller does not intend to attempt to cure any or all of Buyer's objections, then Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller within five (5) business days thereafter (but in no event later than the expiration of the Inspection Period), in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties hereunder shall expire (except for those which expressly survive any such termination) and this Agreement shall become null and void. If Buyer fails to terminate this Agreement within the time limit specified above, Buyer shall be deemed to have waived any objection specified in Buyer's notice of title objections as to which Seller has given Buyer such notice, and such objection shall thereafter constitute a Permitted Exception under this Agreement.

(d) Buyer may re-examine title to the Property up to and including the Closing Date and give Seller written notice of any additional objections appearing of record subsequent to the date of Buyer's initial examination, but Buyer's failure to specify in its initial notice of objections any objection appearing of record as of the date of such initial examination shall be deemed to be and shall constitute a waiver of any such objection, and such objection shall thereafter constitute a Permitted Exception under this Agreement.

(e) Seller shall have until the Closing Date to satisfy all valid objections other than those waived by Buyer pursuant to subsections (a), (b) and (d) above and, if Seller fails to satisfy any valid objections which it has expressly agreed to satisfy, then, at the option of Buyer, Buyer may (i) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties hereunder shall expire (except for those which expressly survive such termination) and this Agreement shall become null and void or (ii) waive such satisfaction and performance and elect to close, and all objections so waived shall thereafter constitute Permitted Exceptions.

(f) Seller shall create, grant and/or reserve such easements over the surrounding properties currently owned by Seller, as necessary or desirable for the access, use, development and enjoyment of the Property, including maintenance of the contemplated private sewer line, and for the benefit of the Property, in accordance with the diagram of Easements attached hereto as Exhibit C (hereinafter called the "**Buyer Easements**"). Seller and Buyer shall use good faith efforts to agree on the nature, location and size of any such Buyer Easements as well as the form and substance of the easement agreements relating thereto.

## 5. Survey / Subdivision.

(a) Buyer will have thirty (30) days following the Effective Date to cause a survey of the

Property to be made by a surveyor registered and licensed in Illinois (hereinafter called the "**Survey**"), prepared in accordance with (and the Surveyor must certify that the Survey is prepared in accordance with) the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, and the preparation of the legal description to be included in the Subdivision Plat. The Survey shall be certified to Seller, Buyer and Escrow Agent. Any matters shown on the Survey and objected to by Buyer on or before the Title and Survey Objection Date shall be additional title objections, as to which the rights and obligations of Buyer and Seller shall be the same as provided in Section 4 above. Within ten (10) days after receipt of the Survey, Seller shall notify Buyer in writing if the Survey is not acceptable to Seller. If no such notice is given, the Survey shall be deemed approved by Seller. In the event that Seller disapproves the Survey, Buyer and Seller shall use good faith efforts to mutually agree upon the configuration and size of the Property and any other matters objected to by Seller.

(b) Prior to Closing, Seller shall obtain all applicable governmental approvals and any required protective covenant approvals, if any, for a subdivision plat or similar required document creating a separate lot for the Property (the "**Subdivision Plat**"). Promptly after the Effective Date, Seller shall cause the Subdivision Plat to be prepared. Seller shall provide Buyer with a copy of the proposed Subdivision Plat for its approval, which approval shall not be unreasonably withheld, conditioned or delayed, prior to submitting the Subdivision Plat to the applicable third parties for approval. Thereafter, Seller agrees to diligently pursue obtaining such approval of the Subdivision Plat. In the event that, despite Seller's diligent, good faith efforts, Seller is unable to obtain approval of the Subdivision Plat by the Closing Date, the Closing contemplated hereunder shall be delayed, at no penalty to Seller, on a day-for-day basis until such time as the Subdivision Plat is approved. If Seller is unable to obtain the approvals for the Subdivision Plat within one hundred twenty (120) days after the Effective Date (the "**Subdivision Approval Date**"), Buyer, at Buyer's option, may elect to (i) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties hereunder shall expire and this Agreement shall become null and void, except with respect to any provisions that expressly survive termination, or (ii) extend the Subdivision Approval Date for one additional period of sixty (60) days.

## 6. Inspection by Buyer.

(a) Subject to any rights or restrictions under any Permitted Exception, Buyer shall have until 5:00 p.m. in the geographic area in which the Property is located on the forty-fifth (45<sup>th</sup>) day following the Effective Date (hereinafter called the "**Inspection Period**") for Buyer and Buyer's agents and designees to enter upon the Property at reasonable times for the purposes of inspecting the Property, and making such surveys, soil tests, engineering studies and other investigations and inspections as Buyer may reasonably desire to assess the condition of the Property; provided, however, that (i) Buyer shall not conduct any environmental investigation of the Property beyond a Phase I environmental site assessment (i.e., no sampling or drilling) without first obtaining Seller's prior written consent, and (ii) Buyer shall conduct such activities in a manner that will not harm or damage the Property and agrees to restore the Property to its condition prior to any such activities immediately after conducting the same. Buyer shall indemnify and hold Seller harmless from and against any and all liabilities, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses of Seller) suffered, incurred or sustained by Seller as a result of, by reason of or in connection with the entry by Buyer or Buyer's agents and designees onto the Property or the activities of such parties on the Property, which indemnity shall survive the Closing or any earlier termination of this Agreement. Prior to, and as a condition to any entry on the Property by Buyer or its agents for the purposes set forth in this Section 6, Buyer shall deliver to Seller a certificate of insurance evidencing commercial general liability coverage with a per occurrence limit of at least \$1,000,000.00, in a form reasonably acceptable to Seller, covering any activity, accident or damage arising in connection with Buyer or agents of Buyer on the Property, and naming Seller, as an additional insured. Buyer shall provide

a copy of any written inspection, test, report or summary to Seller promptly upon Buyer's receipt thereof.

(b) If for any reason whatsoever Buyer determines that the Property is not satisfactory, then Buyer may terminate this Agreement by delivering written notice of such termination to Seller on or before the expiration of the Inspection Period. If Buyer fails to give such notice of termination as aforesaid, Buyer shall be deemed to have waived its rights under this Section, and this Agreement shall remain in full force and effect. In the event Buyer delivers such notice of termination on or before the expiration of the Inspection Period, the Earnest Money (less \$100.00, which shall be delivered to Seller) shall be returned to Buyer and neither party hereunder shall have any further rights, liabilities, or obligations, hereunder, except for those matters contained herein which expressly survive such termination. Except as otherwise specifically provided herein, in the event Buyer does not terminate this Agreement on or before the expiration of the Inspection Period, the Earnest Money shall be non-refundable.

(c) Within five (5) business days following the Effective Date and the delivery of the Earnest Money to Escrow Agent, Seller shall deliver to Buyer copies of the following items relative to the Property (to the extent such items are in Seller's possession and only to the extent the same relate to the intended Property and not the property being retained by Seller): environmental audit or engineering reports; soil compaction and composition reports; documentation of existence of any delineated wetlands or lack thereof; title insurance policies; and existing boundary and topography surveys (collectively, the "**Seller Information**"). Buyer acknowledges that Seller does not make any representation or warranty of whatever nature regarding the truth, accuracy, validity, completeness, usefulness, suitability or any other aspect of the Seller Information, and Seller expressly disclaims any such representation and warranty. Buyer further acknowledges that the Seller Information is specific to Seller's use and development of the Property and may not be consistent with the interests of Buyer in the Property. Buyer relies on any Seller Information at Buyer's sole risk. Buyer hereby agrees that it shall not permit the further dissemination of the Seller Information, and in the event this Agreement is terminated prior to Closing, Buyer shall return all Seller Information promptly to Seller. The provisions of this subsection (c) shall survive Closing or any earlier termination of this Agreement.

7. Conditions to Closing. Seller's obligation to close on the sale of the Property is expressly contingent upon Seller's receipt of all necessary approvals and permits from the City of Aurora, Illinois (the "**City**") related to Seller's development of a self- storage facility on certain property retained by Seller. If Seller fails to obtain such approvals and permits within one hundred twenty (120) days after the Effective Date, as determined in Seller's sole discretion, Seller shall have the right to terminate this Agreement, by written notice to Buyer, in which event, the Earnest Money shall be returned to Buyer. Buyer's contingency to close on the sale of the Property is expressly contingent upon Buyer's receipt of all necessary approvals, permits and zoning from the City related to Buyer's development and use of the Property as a mechanical car wash. In the event Buyer fails to obtain such approvals and permits within one hundred twenty (120) days after the Effective Date, as determined in Buyer's sole discretion, Buyer shall have the right to terminate this Agreement, by written notice to Seller, in which event, the Earnest Money shall be returned to Buyer.

8. Closing. The closing of the purchase and sale of the Property contemplated hereunder (hereinafter called the "**Closing**") shall occur in escrow through the offices of Escrow Agent, on a date (hereinafter called the "**Closing Date**") selected by Buyer and reasonably acceptable to Seller that is on or before the fifteenth (15<sup>th</sup>) day following the later of (i) the expiration of the Inspection Period and (ii) the Subdivision Approvals Date. On the Closing Date, the purchase and sale contemplated hereunder shall take place as follows, subject to all the terms and conditions of this Agreement:

(a) Seller shall execute and deliver the following documents with respect to the Property:

- (i) A Limited Warranty Deed, conveying to Buyer good and marketable fee simple title to the Property, subject only to the Permitted Exceptions;
- (ii) An owner's affidavit in a form satisfactory to enable Buyer's title insurer to delete the standard preprinted exceptions from Buyer's title insurance policy;
- (iii) A closing statement itemizing and approving all receipts and disbursements made in connection with the Closing;
- (iv) A Certification of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;
- (v) A sales disclosure form, if required;
- (vi) Any other documents reasonably requested by Escrow Agent to consummate the contemplated purchase and sale;
- (vii) Any easements that may be reserved by Seller in accordance with Section 4(f) above.
- (viii) An assignment of the Contracts (as hereafter defined) from Buyer to Seller ("**Assignment of Contracts**");
- (ix) a certificate, dated as of the date of Closing and executed on behalf of Seller by a duly authorized representative of Seller, stating that the representations and warranties of Seller contained in Section 9 of this Agreement are true and correct in all material respects as of the Closing Date;
- (x) evidence that any existing management agreement or leasing agreement entered into by Seller or the property manager with respect to the Property has been terminated; and
- (xi) any additional documents that the Title Company reasonably requests to consummate the transaction contemplated by this Agreement and to deliver title in the condition required under Section 8(a)(ii) above.

(b) Buyer shall pay the Purchase Price to Seller, in accordance with Section 2 of this Agreement and deliver to Closing a counterpart of the closing statement, sales disclosure form, Assignment of Contracts, and any other documents reasonably requested by Seller or Escrow Agent to consummate the contemplated purchase and sale.

(c) All city, state and county ad valorem taxes and similar taxes and assessments levied or imposed upon or assessed against the Property for the calendar year during which the Closing Date occurs shall be prorated as of the Closing Date. If the actual taxes for the calendar year during which the Closing Date occurs are not known on the Closing Date, the proration shall be based upon the acreage involved and the actual taxes for the immediately preceding calendar year, which proration shall be final.

(d) Each party shall be responsible for the payment of its respective legal fees, if any, incurred in connection with the closing of the transaction contemplated herein. Seller shall pay any real estate

transfer tax payable on the transfer of the Property and brokerage commission(s) owed pursuant to Section 16 hereof and one-half (1/2) of any escrow fees. All other costs and expenses of the transaction contemplated hereby, including, without limitation, the remaining one-half (1/2) of any escrow fees, all recording fees, the premium for any owner's or loan policy of title insurance (including any endorsements, or extended coverage) issued in favor of Buyer, and the cost of the Survey shall be borne by Buyer. Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

(e) Seller shall surrender possession of the Property to Buyer on the Closing Date.

9. Seller's Representations and Warranties. Seller represents and warrants that:

(a) Seller has the lawful right, power, authority and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement;

(b) Seller has not received any written notice of pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, any violation of or non-compliance with applicable zoning, building, fire, health, safety, environmental, or other statute, law, ordinance, code, regulation, or order in connection with the Property, or other adverse claims affecting the Property;

(c) Seller will pay or cause to be paid promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property between the date hereof and the Closing Date.

The foregoing representations are, to Seller's knowledge, true and correct, and the foregoing warranties and agreements are in full force and effect and binding on Seller as of the date hereof, and shall be true and correct, to Seller's knowledge, and in full force and effect, and shall be deemed to have been reaffirmed and restated by Seller, as of the Closing Date, except for any material change in any of the foregoing representations that occurs and is expressly disclosed by Seller to Buyer in writing at any time and from time to time prior to the Closing, promptly upon Seller obtaining actual knowledge of such changes (each hereinafter called a "**Disclosure**" and collectively, "**Disclosures**"), which Disclosures shall thereafter be updated by Seller to the Closing Date. As used herein, "Seller's knowledge" or any derivation thereof shall be limited to the actual knowledge of Derek Walker, Executive Vice President and Thomas Fitzpatrick, Vice President-Development, and shall not include any imputed knowledge or information possessed by any other of Seller's officers, directors, members, employees, agents, contractors, licensees, or lenders. If any change in any of the foregoing representations is a material change or breach, and Seller does not elect to cure all such material changes and breaches within thirty (30) days after Seller's receipt of written notice thereof, or does not agree in writing, at Seller's sole election, within said thirty (30) day period to indemnify Buyer against and hold Buyer harmless from any and all losses, liabilities, claims, costs and expenses incurred by Buyer as a result thereof, then, notwithstanding anything contained herein to the contrary, Buyer, at the sole option, and as its sole remedy, may either (a) close and consummate the transactions contemplated by this Agreement, without reduction to the Purchase Price; or (b) terminate this Agreement by written notice to Seller, whereupon Escrow Agent shall return the Earnest Money to Buyer, and the parties shall have no rights or obligations hereunder, except for those which expressly survive any such termination. The Closing Date shall be postponed automatically, if necessary, to permit the full running of such thirty (30) day period. All warranties made in this Section 9 shall survive Closing.

10. Disclaimer of Warranties. Subject to the express representations of Seller in Section 9, it is understood and agreed that Seller is not making and has not at any time made any warranties or

representations of any kind or character, expressed or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Seller's limited warranty of title to be set forth in the Deed), zoning, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, governmental approvals, the compliance of the Property with governmental laws, the truth, accuracy or completeness of the Property documents or any other information provided by or on behalf of Seller to Buyer, or any other matter or thing regarding the Property. Subject to the express representations of Seller in Section 9 and contained in the Deed, Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS". Subject to the express representations of Seller in Section 9, Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any expressed or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, the manager of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents to Seller that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Subject to the express representations of Seller in Section 9 and contained in the Deed, upon Closing, Buyer shall assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations, and Buyer, upon Closing, shall be deemed to have waived, relinquished and released Seller from and against any and all claims, demands, causes of action (including, without limitation, causes of action in tort), losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) of any and every kind or character, known or unknown, which Buyer or any agent, representative, affiliate, employee, director, officer, partner, member, servant, shareholder or other person or entity acting on Buyer's behalf or otherwise related to or affiliated with Buyer might have asserted or alleged against Seller at any time by reason of or arising out of any latent or patent construction defects, physical conditions (including, without limitation, environmental conditions), violations of any applicable laws (including, without limitation, any environmental laws) or any and all other acts, omissions, events, circumstances or matters regarding the Property. The foregoing release shall be given full force and effect according to each of its expressed terms and provisions, including those relating to unknown and unsuspected claims, damages and causes of action.

11. Condemnation. In the event of a taking of all or any material part of the Property by eminent domain proceedings prior to the Closing Date, Buyer may, at its option, terminate this Agreement by giving written notice to Seller within ten (10) days after Seller gives Buyer written notice of such taking or by the Closing Date, whichever is earlier, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties hereunder shall expire (except for those which expressly survive any such termination), and this Agreement shall become null and void. If Buyer does not elect to terminate this Agreement pursuant to this Section 11, this Agreement shall remain in full force and effect and the Purchase Price shall not be reduced, but at Closing, Seller shall assign to Buyer all rights of Seller in and to any awards or other proceeds payable by reason of any taking.

12. Buyer's Representation and Warranty. Buyer does hereby represent and warrant to Seller as of the date of this Agreement and the Closing Date that it is a validly formed limited liability company under the laws of Illinois; that it is in good standing in the state of its organization and qualified to do

business in Illinois; that it is not subject to any involuntary proceeding for the dissolution or liquidation thereof; that it has all requisite authorization to enter into this Agreement with Seller and to consummate the transaction contemplated hereby; and that the parties executing this Agreement on behalf of Buyer are duly authorized to do so.

13. Remedies.

(a) Except as otherwise expressly set forth herein, in the event of a default by Buyer under this Agreement, the Earnest Money shall be retained by Seller as full liquidated damages for such default, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder except for those which expressly survive any such termination. The parties acknowledge that Seller's actual damages in the event of a default by Buyer hereunder would be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that such liquidated damages are not intended as a penalty, but as full liquidated damages, in the event of Buyer's default and as consideration for Seller's taking the Property off the market during the term of this Agreement. The right of Seller to receive such liquidated damages shall be the sole and exclusive damage remedy of Seller hereunder (and Seller shall not have a right of specific performance); provided, however, that the foregoing liquidated damages shall not apply to any liability that Buyer may have under the indemnities set forth in Sections 6 or 16 of this Agreement.

(b) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions that constitute a breach or default by Seller hereunder, Buyer's sole and exclusive remedies hereunder shall be as follows: (i) Buyer may terminate this Agreement, in which event all rights and obligations of the parties under this Agreement shall expire (except for those which expressly survive any such termination), the Earnest Money shall be returned promptly to Buyer, and this Agreement shall become null and void; or (ii) Buyer may sue Seller for specific performance of this Agreement, provided that such suit for specific performance must be filed within ninety (90) days of the scheduled Closing Date, after which period, Buyer's only remedy shall be pursuant to Section 13(b)(i). Buyer shall have no right to seek or recover any damages from Seller in the event of a default by Seller under the terms of this Agreement.

14. Parties/Assignment. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective legal representatives, successors and permitted assigns. Seller may assign this Agreement, in whole or in part, to any partnership or any other entity controlled by or under common control with Seller, without the prior written approval of Buyer. Buyer shall not, without the prior written consent of Seller, assign any of Buyer's rights hereunder or any part thereof to any person, firm, partnership, corporation or other entity; provided, however, Buyer may assign this Agreement in whole or in part to any subsidiary or other corporation wholly owned by Buyer and qualified to do business in Illinois, without the prior written approval of Seller, upon providing five (5) business days advance written notice to Seller. Any permitted assignee shall assume all of the duties, obligations and liabilities of assignor under this Agreement. In the event of any such permitted assignment, assignor shall not be relieved of its duties and obligations hereunder. The assignor and the assignee shall be jointly and severally liable.

15. Notice. Any notices, requests, demands, tenders and communications hereunder shall be in writing and may be served (i) by hand delivery (ii) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with receipt requested, (iii) by recognized overnight, third party prepaid courier service (such as Federal Express) (iv) by email, provided that if sent by telecopy, a duplicate copy is sent contemporaneously by one of the methods described in (i) through (iii) above. Any notice or other communication mailed as aforesaid shall be deemed effectively

given (x) on the date of delivery if personally delivered or sent by electronic transmission, (y) on the date delivered if sent by courier service, or (z) on the date indicated on the return receipt if mailed. Either party may change its address for notices by giving notice to the other as provided below.

The addresses for notices are as follows:

If to Buyer:

SFI Properties Aurora LLC  
Attn: Sean Fearon  
47 W. Division St., Ste. 186  
Chicago, Illinois 60610  
Telephone: \_\_\_\_\_

With a copy to:

Sidor Law, Ltd.  
Attn: Matthew A. Sidor  
1303 W. Heather Lane  
Arlington Heights, Illinois 60005

If to Seller:

SOA Lake LLC  
Attn: Derek Walker  
710 E. 12500 S.  
Draper, Utah 84020  
Telephone: \_\_\_\_\_

With a copy to:

Joseph D. Calderon  
Barnes & Thornburg LLP  
11 South Meridian Street  
Indianapolis, Indiana 46204

16. Brokers and Commission. Except for David Brackney of Transamerica Realty Partners, LLC acting as agent for Buyer, and Herb Feldmann of Lee & Associates acting as agent for Seller, Seller and Buyer each represent and warrant to the other that neither has employed, retained or consulted any broker, agent, or finder in carrying on the negotiations in connection with this Agreement or the purchase and sale referred to herein, and Seller and Buyer shall each indemnify and hold the other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages (including costs and reasonable attorneys' fees incurred in connection with the enforcement of this indemnity) which may be asserted or recovered against the indemnified party on account of any brokerage fee, commission or other compensation arising by reason of the indemnitor's breach of this representation and warranty. This subsection 16(a) shall survive the closing or any termination of this Agreement.

17. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Seller and Buyer with respect to the transaction contemplated hereby. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Buyer.

18. Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligation hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

19. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Illinois.

20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

21. Time. Time is and shall be of the essence of this Agreement.

22. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

23. Deadlines. In the event any deadline arising under this Agreement shall fall on a Saturday, Sunday, or legal holiday, such deadline shall be automatically deemed to fall on the first business day immediately following such Saturday, Sunday, or legal holiday.

24. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

25. Effective Date. The Effective Date shall be the date that this Agreement is executed by Seller or Buyer, whichever is later.

26. Like-Kind Exchange. Each party shall have the right to consummate the transaction as a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Each party shall make all reasonable efforts to cooperate with the other party to facilitate such exchange; provided, however, that the Closing Date hereunder shall not thereby be delayed.

27. Sewer Line.

(a) Within ten (10) days of the Effective Date, Seller will, at Seller's expense but subject to reimbursement as provided herein, solicit a proposal from an engineering firm chosen by Seller and reasonably acceptable to Buyer to prepare designs to bring sewer line service to the Property (the "**Plans**"). The contract(s) between the Seller and the engineering firm are the "**Engineering Contract**".

(b) Upon completion of the Plans, the parties will participate in discussions and Seller will enter into an Agreement with the City ("**Sewer Line Agreement**"), who will bid the construction of the sewer line (the "**Construction**"), in accordance with Illinois requirements for bidding public projects and will choose a contractor to construct the sewer line in accordance with Illinois law its commercially reasonable discretion (such contract(s) between Seller and the contractor being the "**Sewer Construction Contract**" and together with the Engineering Contract, the "**Contracts**"). In the event soil testing ("**Testing**") is required to complete the Plans, to select a contractor, or to complete Construction, City shall perform such Testing at its expense up to the Initial Threshold.

(c) The Sewer Line Agreement shall provide that City shall bear all costs of the Plans, Testing, and Construction (the "**Costs**") up to Sixty Thousand Dollars (\$60,000.00) (the "**Initial Threshold**"). If Seller and City are not able to execute the Sewer Line Agreement within 90 days of the Effective Date, then Seller may terminate this Agreement, and return the Earnest Money to Buyer, upon which neither party shall have any further obligation to each other, except for those items which expressly survive termination of this Agreement. All Costs above the Initial Threshold shall be borne equally by Buyer and Seller, and Buyer shall pay its share of the same to Seller within ten (10) days of invoice thereof to a maximum obligation of Thirty-Five Thousand Dollars (\$35,000.00). Seller shall provide Purchaser a copy of the Sewer Line Agreement upon execution.

(d) Neither party shall have a right to terminate this Agreement on the basis of the costs of the sewer line unless Buyer's estimated share of the Costs above the Initial Threshold exceeds Thirty-Five Thousand Dollars (\$35,000.00).

(e) The provisions of this Section 27 shall survive Closing or the earlier termination of this Agreement, and Buyer shall enter into a separate agreement with Seller to memorialize the provisions of this Section 27, if necessary.

28. Attorneys' Fees and Costs. If suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party the sum as the court, arbitrator, or mediator may adjudge as that party's costs and reasonable attorneys' fees, including the costs and fees incurred in any trial, on any appeal, in any bankruptcy proceeding (including the adjudication of issues peculiar to bankruptcy law), and in any petition for review.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, each of Seller and Buyer has caused this Agreement to be executed and sealed by its duly authorized representatives, all as of the day and year first above written.

BUYER:

SFI PROPERTIES AURORA LLC, an  
Illinois limited liability company

Date: 9/27/2021

By: Sean Fearon  
Printed: Sean Fearon  
Title: Managing Member

SELLER:

SOA LAKE LLC, an  
Illinois limited liability company

Date: 9-27-2021

By: RB Walker  
Robert B. Walker, Managing Member

**EXHIBIT A**

**Property Depiction**

**LEGAL DESCRIPTION**

THAT PART OF THE WESTERLY HALF OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 101.64 FEET ALONG THE WESTERLY LINE OF SAID SECTION 15 TO THE OLD CLAIM LINE (WHICH IS ALSO THE NORTH LINE OF RIDDLE HIGHLANDS IN THE CITY OF AURORA, ILLINOIS); THENCE EASTERLY ALONG THE OLD CLAIM LINE 648.77 FEET TO THE NORTHWEST CORNER OF LOT 13 IN BLOCK 11 OF RIDDLE HIGHLANDS; THENCE NORTHERLY ALONG A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF LOT 13 IN BLOCK 11 OF RIDDLE HIGHLANDS AND EXTENDS NORTHERLY TO THE SOUTHWEST CORNER OF LOT 221 OF NORTHLAKE MANOR AURORA, KANE COUNTY, ILLINOIS, 772.78 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 58 SECONDS EAST, 403.81 FEET, PARALLEL WITH THE SOUTHERLY LINE AND SOUTHERLY LINE EXTENDED OF NORTHLAKE MANOR; THENCE NORTH 00 DEGREES 19 MINUTES 02 SECONDS EAST 12.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 19 MINUTES 02 SECONDS EAST 177.20 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 58 SECONDS EAST 406.50 FEET TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY SPECIAL WARRANTY DEED RECORDED NOVEMBER 1, 1963 AS DOCUMENT 1011949, ALSO BEING THE WESTERLY LINE OF LAKE STREET (THE FOLLOWING 3 COURSES ARE ALONG SAID WESTERLY LINE); THENCE SOUTH 09 DEGREES 28 MINUTES 59 SECONDS EAST 141.97 FEET; THENCE SOUTH 43 DEGREES 33 MINUTES 01 SECONDS WEST 25.04 FEET; THENCE SOUTH 09 DEGREES 28 MINUTES 59 SECONDS EAST 19.34 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 58 SECONDS WEST 416.81 FEET TO THE POINT OF BEGINNING

## EXHIBIT B

### ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and among SOA LAKE LLC, an Illinois limited liability company ("Seller"), \_\_\_\_\_, a(n) \_\_\_\_\_ ("Buyer"), and \_\_\_\_\_, a(n) \_\_\_\_\_ ("Escrow Agent").

WHEREAS, Seller and Buyer have entered into that certain Agreement for Purchase and Sale (the "**Purchase Agreement**") dated as of the date hereof, a copy of which Escrow Agent acknowledges receiving, for the sale and purchase of that certain real property described therein. The Purchase Agreement is, by this reference, made a part hereof, and all terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement; and

WHEREAS, Buyer and Seller desire to have Escrow Agent hold the Earnest Money in escrow, as required by the Purchase Agreement and pursuant to the terms hereof.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Within three (3) Business Days after the execution of the Purchase Agreement, Buyer shall deposit with Escrow Agent, an Earnest Money deposit of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). All Earnest Money, together with any interest or other income earned thereon, shall be held, invested and disbursed pursuant to the respective terms and provisions hereof and of the Purchase Agreement.

2. Upon the Closing Date, Escrow Agent shall apply the Earnest Money, together with any accrued interest thereon, to the Purchase Price as required by the Purchase Agreement.

3. Within fifteen (15) days after written notification from both Buyer and Seller that the sale contemplated by the Purchase Agreement shall not take place, Escrow Agent shall deliver the Earnest Money as required by the Purchase Agreement.

4. Buyer and Seller hereby covenant and agree that Escrow Agent shall not be liable for any loss, cost or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, cost or damage arising out of Escrow Agent's gross negligence or willful misconduct. Accordingly, except as otherwise provided in this Section 4, Escrow Agent shall not incur any liability with respect to (a) any action taken or omitted to be taken in good faith upon advice of its counsel, given with respect to any questions relating to its duties and responsibilities hereunder, or (b) any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for herein or in the Purchase Agreement, not only as to the due execution and the validity and effectiveness thereof, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine and to have been signed or presented by proper person or persons in conformity with the provisions of this Agreement. Buyer and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and reasonable attorneys' fees and disbursements actually incurred, which may be imposed upon and incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder. In the event of a dispute between Buyer and Seller, Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction in the county in which Escrow

Agent's address for notice is located all money or property in Escrow Agent's hands held under the terms of this Escrow Agreement and the Purchase Agreement, together with such legal pleadings as it deems appropriate, and thereupon shall be discharged of its obligations hereunder and under the Purchase Agreement.

5. Any notice required hereunder shall be delivered to the parties and in the manner as required by the Purchase Agreement. Escrow Agent's address for notice purposes is as follows:

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6. This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the Property is located, without reference to the conflict of laws or choice of law provisions thereof.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Escrow Agreement to be duly executed as of the date first written above.

**SELLER:**

SOA LAKE LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_,  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ESCROW AGENT:**

**FIRST AMERICAN TITLE INSURANCE  
COMPANY, a California corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**

**EASEMENTS**

[to be inserted]



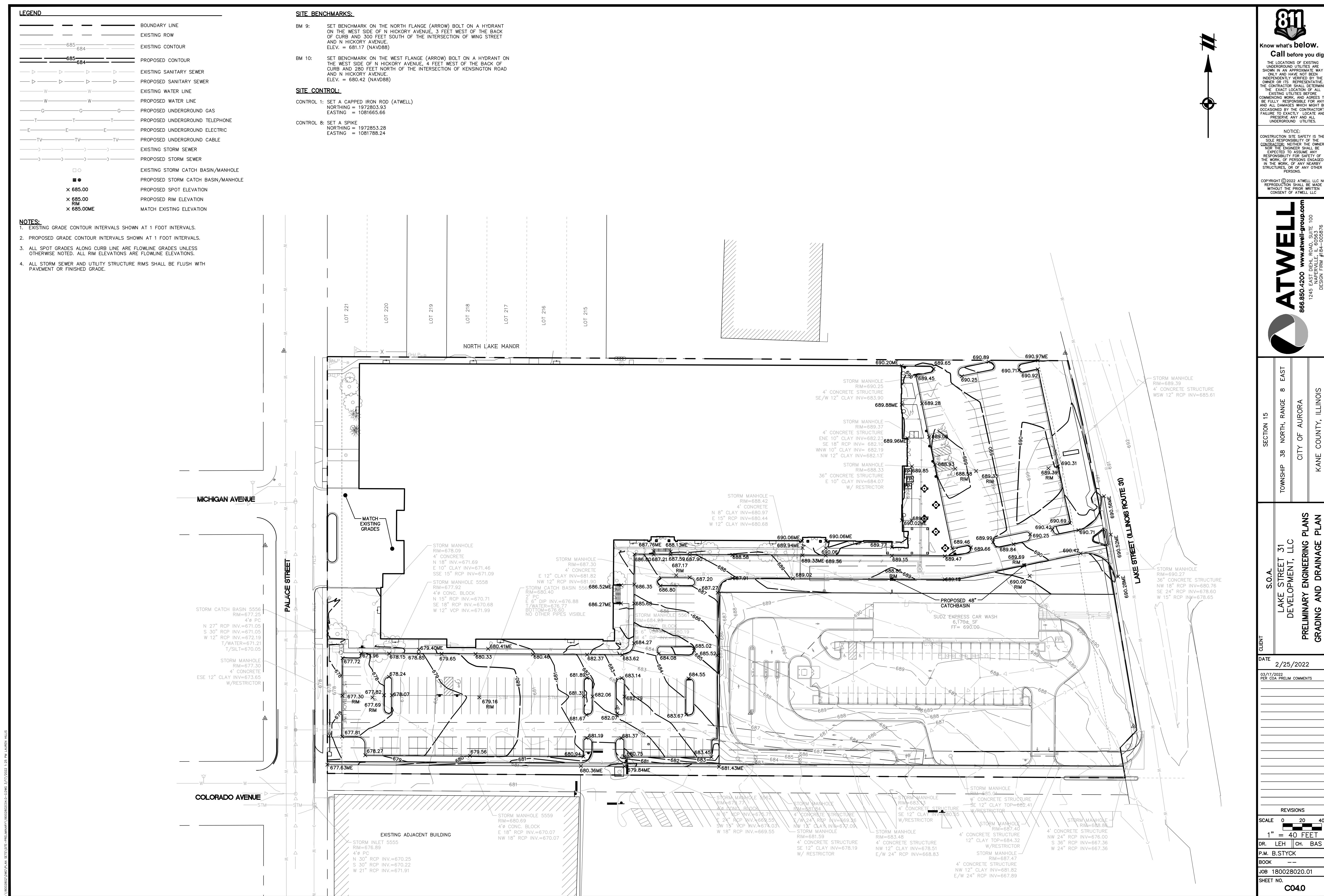


**EXHIBIT D:**  
**PRELIMINARY ENGINEERING PLAN**













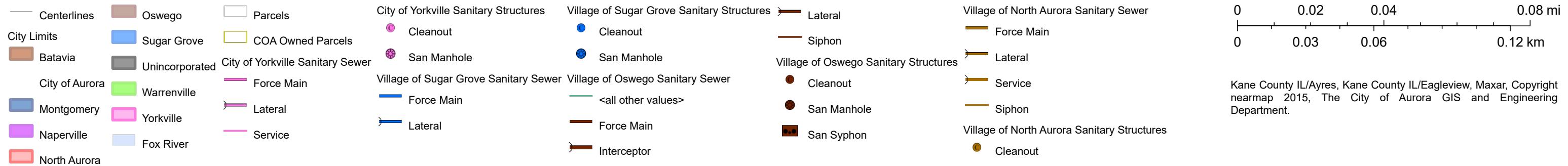
**EXHIBIT E-**  
**POTENTIAL SANITARY SEWER SERVICE AREA**

EXHIBIT E- PROPOSED SANITARY SEWER SERVICE AREA



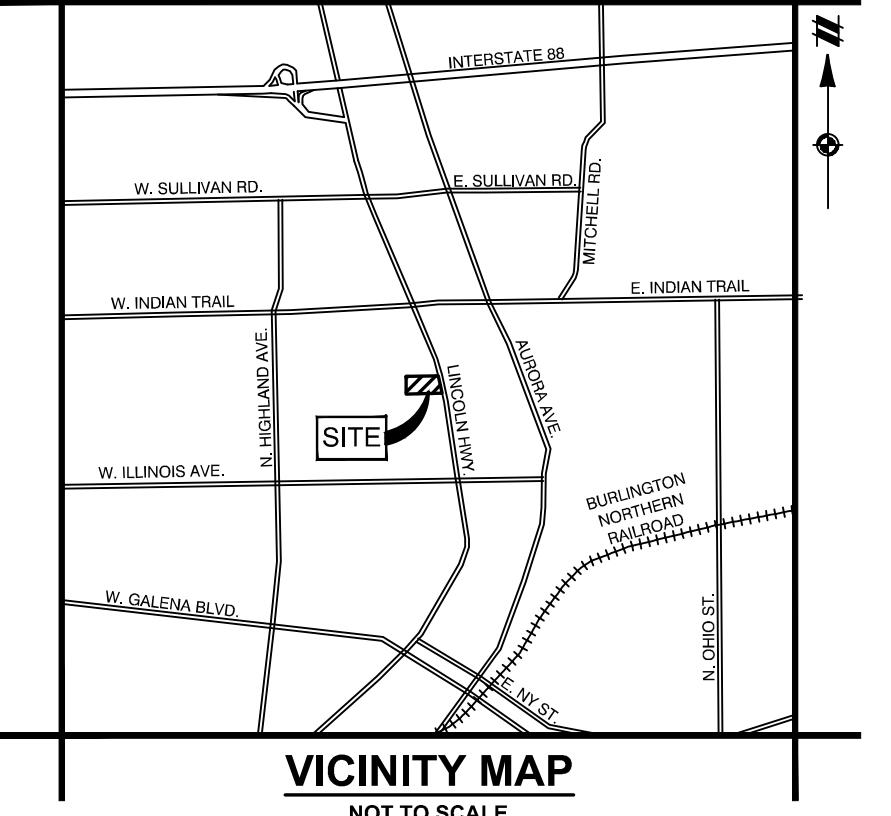
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**EXHIBIT F-**  
**LANDSCAPE PLAN**

# LANDSCAPE IMPLEMENTATION PLAN LAKE STREET 31 DEVELOPMENT LOT 1

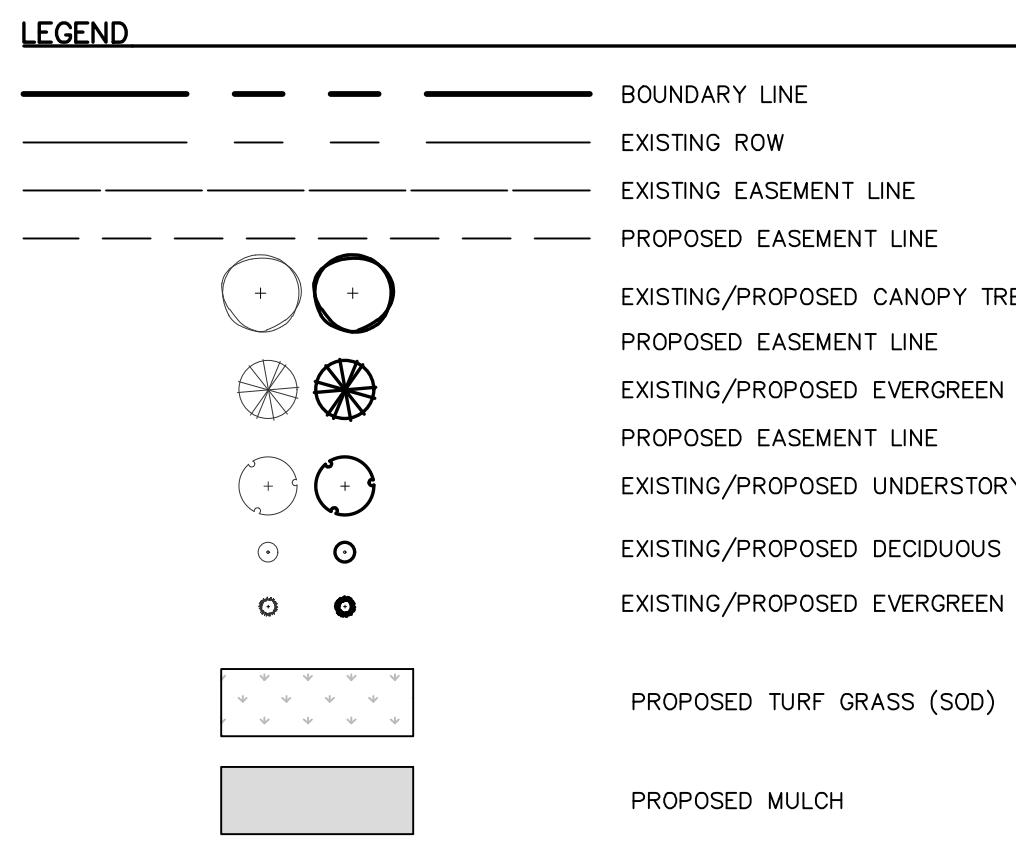


## DEVELOPMENT TEAM

OWNER/DEVELOPER  
LAKE STREET 31 DEVELOPMENT, LLC  
4225 W. 62ND STREET  
INDIANAPOLIS, IN 46268  
PHONE: (317) 672-0523  
CONTACT: THOMAS M. FITZPATRICK, P.E.

CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR  
ATWELL, LLC  
1250 EAST DIEHL ROAD, SUITE 300  
NAPERVILLE, IL 60563  
PHONE: (630) 577-0800  
FAX: (630) 577-0900  
CONTACT: BRIAN A. STYCK, P.E.

ARCHITECT  
RESPACE DESIGN, LLC  
407 BELTLINE ROAD, #277  
COLLINSVILLE, IL 62234  
PHONE: (314) 828-1153  
CONTACT: ERIC BRATZLER



NOTE:  
THE ABOVE LANDSCAPE BLOCKS DEPICT THE WIDTH OF THE CANOPY AT Maturity. LANDSCAPE PLANS SUBMITTED TO THE CITY OF AURORA FOR APPROVAL MUST BE SCALED TO DEPICT THE WIDTH OF CANOPY AT THE TIME OF INSTALLATION.

R-1: ONE FAMILY DWELL DISTRICT

P: PARK/OPEN SPACE

MICHIGAN AVENUE

PALACE STREET

P: PARK/OPEN SPACE

COLORADO AVENUE

R-2: ONE FAMILY DWELL DISTRICT

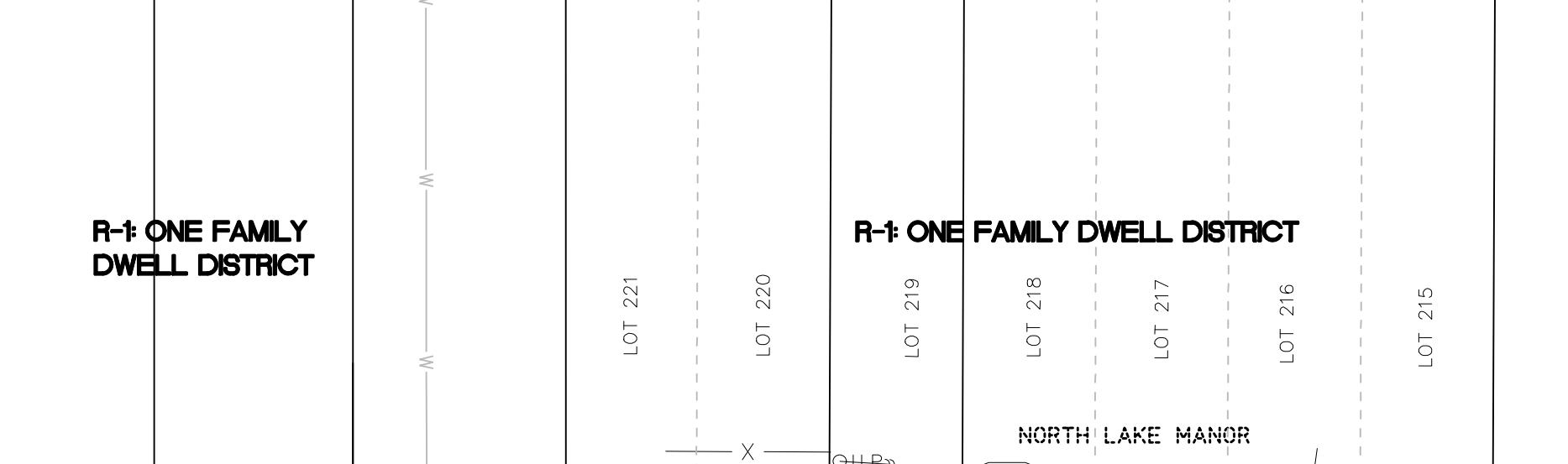
Landscape Data Table: CTEs Provided			
	CTE Value	Count Provided	Total CTEs Provided
Canopy Trees	1	46	46
Evergreen Trees	1/3	33	11
Understory Trees	1/3	33	11
Deciduous Shrubs	1/20	235	12
Evergreen Shrubs	1/20	235	12
Total:	582	92	

Landscape Data Table: CTE Credits	
Required CTE	125
Credits Used <sup>1</sup>	13
Credits Counted in One Category <sup>2</sup>	21
Adjusted Required CTE <sup>3</sup>	91
Provided CTE	92

### NOTES:

- EXISTING TREES AND SHRUBS TO REMAIN AND BE CONSIDERED FOR CTE CREDITS.
  - 11 EXISTING CANOPY TREES USED TOWARDS FOUNDATION CTE REQUIREMENTS = 11 CTE
  - 20 EXISTING EVERGREEN SHRUBS USED TOWARDS FOUNDATION CTE REQUIREMENTS = 1 CTE
  - 3 EXISTING UNDERSTORY TREES USED TOWARDS FOUNDATION CTE REQUIREMENTS = 1 CTE
- RESIDENTIAL BUFFER (PROVIDED IN NORTHWEST CORNER OF LOT) CANOPY TREE CTE REQUIREMENT COUNTED IN PERIMETER TREE CREDITS = 1 CREDIT. STREET TREE CANOPY TREE REQUIREMENT COUNTED IN PERIMETER TREE CREDITS = 20 CREDITS
- ADJUSTED REQUIRED CTE CALC
 

125 CTE REQUIRED
13 CTE CREDITS USED
<u>-21</u> CREDITS COUNTED IN ANOTHER CATEGORY
91 CTE REQUIREMENT ADJUSTED



R-1: ONE FAMILY DWELL DISTRICT

B-3: BUSINESS AND WHOLE DISTRICT

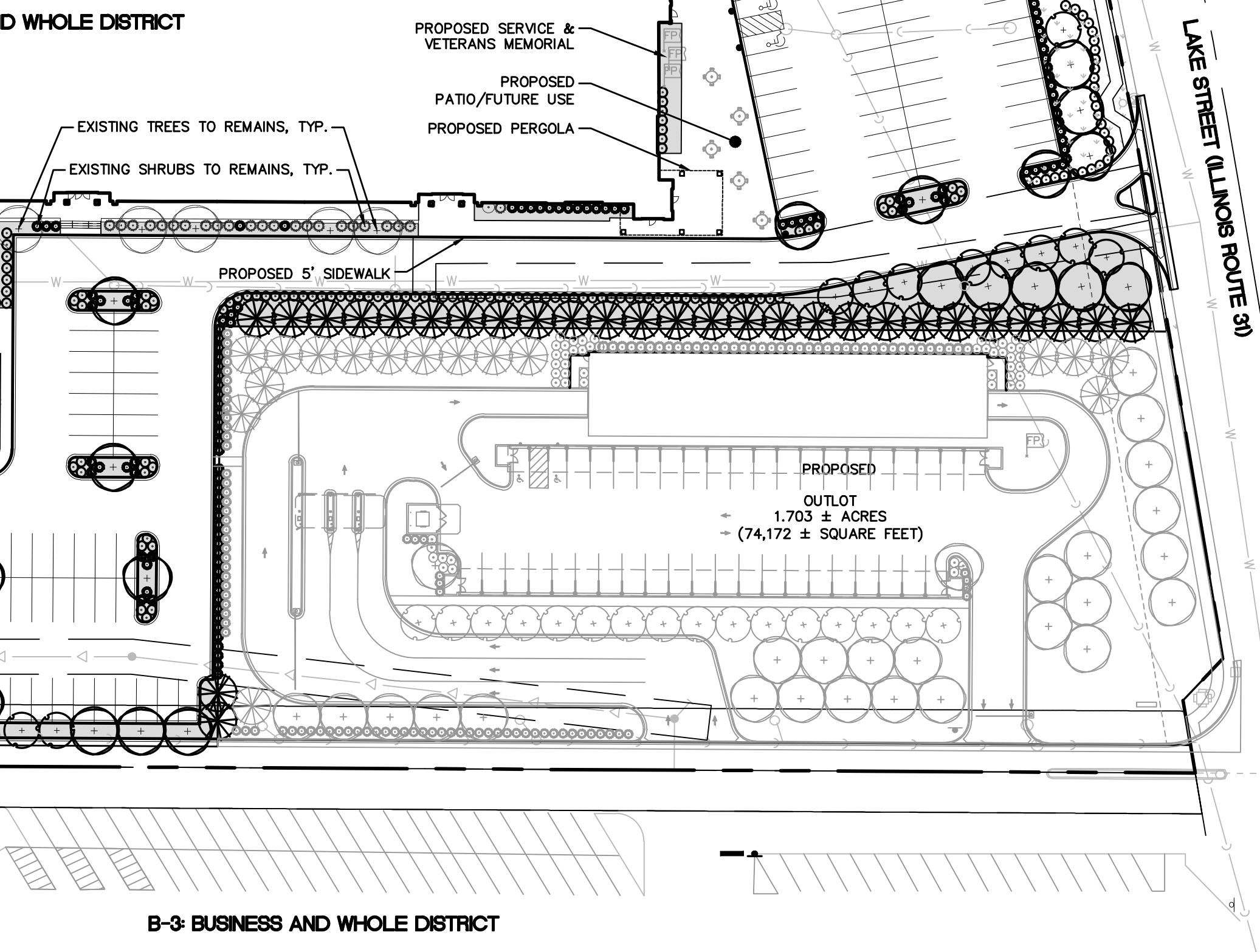
M-1(S): MANUFACTURING DISTRICT LIMITED (SPECIAL USE DISTRICT)

EXISTING BACK OF CURB

PROPOSED 5' SIDEWALK (5' SETBACK FROM BACK OF CURB)

PROPOSED MONUMENT SIGN

B-3 (S): BUSINESS AND WHOLE DISTRICT (SPECIAL USE DISTRICT)



B-3 (S): BUSINESS AND WHOLE DISTRICT (SPECIAL USE DISTRICT)

### Landscape Data Table: Planting Material Key

Note: Symbols are blackline for proposed grayscale for existing  
Canopy Trees (minimum size 2.5 cal per) Count: 46

Evergreen Trees (minimum size 6 feet) Count: 33

Understory Trees (minimum size 2.5 caliper or 8 feet if multi-stemmed) Count: 33

Evergreen Shrubs (minimum of 18 inches) Count: 235

Deciduous Shrubs (minimum of 18 inches) Count: 235

Ornamental Grasses Count: 0

Perennials Count: 0

Annuals Count: 0

Groundcover Square Footage: 0

Turf (Seeded) Square Footage: 0

Turf (Sod) Square Footage: 14611

Native Prairie Planting Square Footage: 0

REVISIONS

SCALE 0 25 50

1" = 50 FEET

DR. LEH CH. BAS

P.M. B. STYCK

BOOK --

JOB 180028020.01

SHEET NO. LS010



LAKE STREET 31  
DEVELOPMENT, LLC  
PRELIMINARY ENGINEERING PLANS  
LANDSCAPE IMPLEMENTATION PLAN

CLIENT  
DATE  
2/25/2022

NOT FOR CONSTRUCTION