



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

OCT. 13, 2017 RHSP 11:56 AM
DEED \$41.00 06-10-115-001

005 PAGES R2017-105945

SPECIAL WARRANTY DEED

THIS INDENTURE, made the 6th day of September, 2017, by and between the UNITED STATES POSTAL SERVICE, an independent establishment of the Executive Branch of the Government of the United States of America (39 U.S.C. § 201) (hereinafter "Grantor"), having an address at 475 L'Enfant Plaza SW, Room 6670, Washington, DC 20260-1862,

and

321 KENILWORTH PROPERTIES, LLC, an Illinois limited liability corporation (hereinafter "Grantee"), having an address at 444 N. Wisconsin Ave., Villa Park, IL 60181

WITNESSETH:

THAT Grantor, for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, sell and convey unto the said Grantee, its successors and assigns, the real property situated in the County of DuPage, in the State of Illinois, and more particularly described in Exhibit A attached hereto and made part hereof.

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the said Grantee and unto Grantee's successors and assigns forever. This conveyance and the warranties contained herein are hereby expressly made subject to all existing easements and covenants, including but not limited to, rights of way for streets, roads, highways, railroads, pipelines, and public utilities, whether or not matters of public record. This conveyance is further expressly made subject to the Protective Covenants attached hereto as Exhibit B, and made part hereof.

AND THE SAID Grantor will only warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of those persons claiming by, through, or under Grantor, but not otherwise.

Permanent Real Estate Index Number: 06-10-115-001

Address of Real Estate: 321 East Kenilworth Avenue, Villa Park, IL 60181

FIRST AMERICAN TITLE

FILE # 2499570

103

IN WITNESS WHEREOF, the Grantor has signed, sealed, and delivered this Deed, the day and year above written.

UNITED STATES POSTAL SERVICE

BY: Joseph D. Lowe
Joseph D. Lowe
USPS Contracting Officer
Real Estate Specialist

STATE OF NORTH CAROLINA)
) ss
COUNTY OF GUILFORD)

I, Eleanor A Laperchia, a Notary Public in and for said State of North Carolina, DO HEREBY CERTIFY that Joseph D. Lowe, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the instrument as his free and voluntary act on behalf of the U.S. Postal Service, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of September, 2017.

Eleanor A Laperchia
Notary Public

Commission Expires: November 03, 2020

This instrument was prepared by:

Barbara H. Cioffi, Attorney
Procurement & Property Law
United States Postal Service
1720 Market Street, Room 2400
St. Louis, MO 63155-9948



Mail recorded instrument to:
Kenilworth Properties, LLC
444 N. Wisconsin Ave.
Villa Park, IL 60181

Send subsequent tax bills to:
Kenilworth Properties, LLC
444 N. Wisconsin Ave.
Villa Park, IL 60181

2
Exempt under provision of
Paragraph E, Section 31-45
Property Tax Code
10-17-17
Date
Eleanor A Laperchia
Buyer, Seller or Representative

Exhibit A - Legal Description

Lot 1 (except the South 5 thereof) and Lots 2, 3, 4, 5 and 6 all in Block 4 in Calhoun's Resubdivision of Lots 3 to 16 inclusive (except Lot 7) in Calhoun's Addition to Villa Park, Illinois, in Section 10, Township 39 North, Range 11, East of the 3rd Principal Meridian, together with the vacated alley North of and adjoining said Lot 1 and South of and adjoining said Lots 2, 3, 4, 5 and 6 and being more particularly described as follows: Beginning at a concrete monument in the Southerly margin of Main Street, at its intersection with the Easterly margin of Myrtle Avenue, said point being South 49 degrees 53 minutes East 77.58 feet from the Southeast corner of the brick and stone theatre building, and running with the said Easterly margin of said Myrtle Avenue South 0 degrees 32 minutes East 210 feet to a concrete monument in the Northerly margin of a 5 foot alley; thence with said margin of said alley North 89 degrees 33 minutes East 142.15 feet to a concrete monument in the Westerly margin of New Street; thence with said margin of said New Street North 0 degrees 32 minutes West 210 feet to a concrete monument in the Southerly margin of said Main Street; thence with said margin of said Main Street South 89 degrees 33 minutes West 142.15 feet to the place of beginning, in DuPage County, Illinois.

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

321 East Kenilworth Avenue
Villa Park, IL 60181

Tax Id: 06-10-115-001

BEING THE SAME LAND AND PREMISES conveyed to the United States of America by deed dated the 30th day of October, 1934, recorded on November 30, 1934, by the Recorder for County of DuPage, Illinois, and then subsequently conveyed to Grantor by the United States of America, by virtue of the provisions of the Postal Reorganization Act, Public Law 91-375, Executive Order No. 11672 dated June 6, 1972, and as specifically noted in the Federal Register, Vol. 36, No. 173, Page 17930, dated September 4, 1971.

EXHIBIT B

PRESERVATION COVENANT

In consideration of the conveyance of certain real property, located at 321 East Kenilworth Avenue in the City of Villa Park, Cook County, State of Illinois

WITNESSETH:

WHEREAS, pursuant to the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470 *et seq.*, the Illinois State Historic Preservation Office in the Department of Natural Resources (hereinafter referred to as the "ILSHPO") reviews federal undertakings to preserve the historic characteristics of properties that are listed on or eligible for listing on the National Register of Historic Places; and

WHEREAS, the OWNER has title to certain historic real property, located at 321 E. Kenilworth Avenue, Village of Villa Park, DuPage County, Illinois 60181-2607, and legally defined in exhibit A, hereinafter referred to as the SUBJECT PROPERTY; and

WHEREAS, the OWNER is purchasing the SUBJECT PROPERTY from the United States Postal Service conditioned on the satisfaction of certain duties and obligations, including execution of this Covenant.

NOW, THEREFORE, the OWNER and its heirs, administrators, devisees, successors, and assigns does hereby covenant and agree to the following restriction in relation to the SUBJECT PROPERTY as a conservation right governed by the Real Property Conservation Rights Act, 765 ILCS 120/0.01 *et seq.*

1. **Scope of Covenant.** This restriction shall be binding on the OWNER in relation to the interior and exterior of the structures on the SUBJECT PROPERTY, as well as the grounds of the SUBJECT PROPERTY.
2. **Covenant Running with the Land.** This restriction constitutes a covenant running with the land, and all successive future owners shall have the same obligations as the OWNER for as long as the restriction is in effect. Execution of this covenant shall constitute conclusive evidence that the OWNER agrees to be bound by the conditions and restrictions and to perform the obligations set forth in this covenant.
3. **Purpose.** The purpose of this restriction is to secure the long-term preservation of the historic resources associated with the SUBJECT PROPERTY and once held in public trust, after the SUBJECT PROPERTY leaves federal ownership.
4. **Access to SUBJECT PROPERTY.** Authorized representatives of the ILSHPO shall be permitted at all reasonable times to inspect the SUBJECT PROPERTY in order to ascertain if this agreement is being met.
5. **Maintenance Required.** The SUBJECT PROPERTY shall be kept and maintained in reasonably good order, condition and repair and in accordance with the Secretary of the Interior's Standards for Rehabilitation (36 CFR 67) (the STANDARDS).
6. **Alterations to SUBJECT PROPERTY.**
 - a. Before plans for any proposed construction, alteration or demolition affecting the SUBJECT PROPERTY are finalized, the OWNER will provide such information to the ILSHPO as will reasonably inform the ILSHPO as to the work to be performed, the scope of the work, details of the treatment and materials and application, along with any other documentation requested by the ILSHPO and reasonably needed to define the nature and character of the work to be performed and the anticipated period of time in which the work is estimated to be completed. The provisions of this paragraph shall not apply if the changes are clearly of a minor nature and not affecting architectural, archeological or historic values of the SUBJECT PROPERTY.
 - b. Secretary of the Interior's Standards. No alteration work affecting the SUBJECT PROPERTY shall commence until the OWNER has received written certification from the ILSHPO that all work is anticipated to be in substantial conformance with the STANDARDS.

7. Damage or Destruction to SUBJECT PROPERTY.
 - a. As early as practicable after damage or destruction to the SUBJECT PROPERTY, whether caused by the OWNER or through a cause beyond the OWNER's control, the OWNER will notify the ILSHPO in writing of such damage or destruction. The notice will include (1) an assessment of the nature and extent of the damage; (2) an estimate of the restoration/reconstruction work necessary to return the SUBJECT PROPERTY to the condition existing prior to said damage or destruction, along with any plans and specifications prepared for the work required; and (3) a description of any emergency work already completed. The OWNER shall restore/reconstruct the SUBJECT PROPERTY according to paragraph six (6) of this agreement, if in the opinion of the ILSHPO the purpose and intent of this restriction will thereby be served.
 - b. If the ILSHPO has determined that it is not feasible to restore/reconstruct the SUBJECT PROPERTY, and the SUBJECT PROPERTY has been so damaged that the qualities that resulted in its being listed on or eligible for listing on the National Register of Historic Places have been lost, the ILSHPO may take steps to remove the SUBJECT PROPERTY from the National Register. If the SUBJECT PROPERTY is removed, the ILSHPO will notify the OWNER in writing that the restriction is null and void.
8. Violations. In the event of a violation of any provision of this covenant the ILSHPO may institute suit to enjoin such violations and, if appropriate, require the restoration of the SUBJECT PROPERTY to its prior condition. In addition, the ILSHPO shall have access to all other available legal and equitable remedies to enforce the OWNER's obligations under this agreement.
9. OWNER's Rights to Use. Nothing in this covenant shall be construed to convey to the public a right of access or use of the property, and the OWNER, its heirs, successors and assigns shall retain the exclusive right to such access and use, except for the right of access provided to ILSHPO in paragraph 4.
10. Waivers. A waiver of any breach of any covenant, term, condition or limitation of this agreement shall not constitute a waiver of any other or any later breach of any covenant, term, condition or limitation, nor shall it otherwise prevent the enforcement of such breach.
11. Severability. The parties to this agreement agree that all covenants, easements and restrictions in this agreement shall be severable, and that should any covenant, easement or restriction in this agreement be declared invalid or unenforceable, the remaining covenants, easements and restrictions shall not terminate.
12. Binding Upon Successors. The foregoing representation, covenants, terms and conditions are expressly understood as being binding upon the OWNER, all heirs, executors, administrators, assigns and successors of the OWNER and all other persons whatsoever, real or artificial, having or claiming any interest in the SUBJECT PROPERTY and, together with this paragraph, shall be inserted in all instruments which dispose of any interest in the SUBJECT PROPERTY, but whether or not so inserted, shall be deemed by all persons to have been inserted.
13. Recording of Covenant. The OWNER shall record this instrument in the County Clerk's Office and shall provide the ILSHPO with proof of such recording.
14. Notification of Ownership Change. The OWNER shall notify the ILSHPO in writing if the OWNER sells, leases or otherwise conveys the SUBJECT PROPERTY, in whole or in part.