RESOLUTION 2019-101

AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) ECONOMIC INCENTIVE FOR 240 EAST LINCOLN HIGHWAY, LLC (THE LINCOLN INN), LOCATED AT 240 E. LINCOLN HIGHWAY, DEKALB, ILLINOIS, IN THE AMOUNT OF $4,500.

WHEREAS, the City of DeKalb is a home-rule municipality with the power and authority conferred thereupon by virtue of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City has previously created the Architectural Improvement Program (AIP) Grant process, and seeks to approve of an AIP Grant for the property at 240 E. Lincoln Highway, owned by 240 East Lincoln Highway, LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City of DeKalb hereby approves of a $4,500 AIP Grant for 240 E. Lincoln Highway, LLC ("Owner") for use at 240 E. Lincoln Highway, DeKalb, Illinois ("the Property"), subject to the following provisions:

1. Given the small scope of the requested grant, the City waives formal compliance with the requirements of the AIP process except as outlined herein. The City also waives requirement of a promissory note or mortgage to secure the AIP Grant.

2. Payment of the AIP Grant shall be as a reimbursement to Owner, after Owner provides proof of incurring costs of not less than $9,000 on façade renovation at the Property. The AIP Grant shall be in the amount which is the lesser of: a) $4,500; or, b) in the event Owner fails to incur costs of $9,000 façade renovation at the Property, the amount which represents a pro-rata reduction of the approved AIP Grant (based on a pro-rata reduction in Owner's investment of $9,000); c) the total of all expenses which are eligible for payment under the Tax Increment Financing Allocation Act; or, d) the amount which is not more than 25% of the total project costs for window replacement.

3. The Owner agrees to provide documentation of the project and incurred costs, inclusive of full lien waivers, invoices, and adequate evidence of payment, all in form and content acceptable to the City Manager or designee, prior to payment of the reimbursement.

4. The Owner agrees, as a condition of accepting the funds contemplated herein, to maintain the improvements funded by this AIP Grant for a period of not less than five (5) years. The AIP Grant funds provided herein shall be considered partially forgiven.
by 20% (1/5) each year on the anniversary of their payment to Owner, until fully
given on the fifth anniversary of such payment. Should Owner fail to maintain the
improvements for the full five-year period, then Owner shall be responsible for
reimbursing the City in an amount equivalent to the then-unforgiven portion of the AIP
Grant (e.g. if the Owner fails to maintain the improvements in the 4th year, the Owner
shall reimburse the City for forty percent (40%) of the AIP Grant amount.

5. The Owner agrees to indemnify, defend and hold harmless the City from any claims
or damages arising out of or relating to the AIP Grant or the work to be performed by
Owner. The Owner shall provide the City with a certificate of insurance naming the
City as additional primary insured with waiver of right of subrogation prior to
commencement of work. The Owner agrees and acknowledges that the funding
contemplated herein is payable to Owner only and may not be assigned or transferred
to any other party. The City shall not make direct payments to any contractors or
materialmen, and the City’s obligation to provide funding shall not accrue until Owner
provides the City with evidence of lien waivers from all contractors and materialmen
providing labor or materials for the project.

6. The Owner shall complete all related work in a good and workmanlike fashion, in
accordance with all applicable codes and ordinances, and after having obtained all
required permits. All work shall be subject to inspection and approval by the City,
once completed.

7. All work shall be completed within one calendar year of the date of approval of this
Resolution, or the funding approval contemplated herein shall terminate and this
Resolution shall be of no further force or effect.

8. Owner shall provide a letter to the City, acknowledging and agreeing to the terms and
conditions of this Resolution, prior to the City’s issuance of payment to Owner.

SECTION 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed
to attest the Mayor’s Signature and shall be effective thereupon, following execution as
outlined in the preceding section.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular
meeting thereof held on the 24th day of June 2019 and approved by me as Mayor on
the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Fagan,
McAdams, Verbic, Faiivre, Mayor Smith. Nay: None.

ATTEST:

LYNN A. FAZEKAS, City Clerk

JERRY SMITH, Mayor
June 25, 2019

Mr. Bill Nicklas, City Manager
City of DeKalb
200 S. Fourth Street
DeKalb, Illinois 60115

Re: City of DeKalb Architectural Improvement Program (AIP) Grant / Letter Agreement.

240 East Lincoln Highway, LLC (The Lincoln Inn) ("Owner"), hereby acknowledges and agrees to the terms of that certain Resolution 2019-101 ("the Resolution"), approving of a $4,500.00 AIP Grant for use at 240 E. Lincoln Highway, DeKalb, Illinois ("the Property"), subject to the following provisions:

1. Payment of the AIP Grant shall be as a reimbursement to Owner, after Owner provides proof of incurring costs of not less than $9,000 on façade renovation at the Property. The AIP Grant shall be in the amount which is the lesser of: a) $4,500; or b) in the event Owner fails to incur costs of $9,000 at the Property, the amount which represents a pro-rata reduction of the approved AIP Grant (based on a pro-rata reduction in Owner’s investment of $9,000); c) the total of all expenses which are eligible for payment under the Tax Increment Financing Allocation Act; or, d) the amount which is not more than 25% of the total project costs for window replacement.

2. The Owner agrees to provide documentation of the project and incurred costs, inclusive of full lien waivers, invoices, and adequate evidence of payment, all in form and content acceptable to the City Manager or designee, prior to payment of the reimbursement.

3. The Owner agrees, as a condition of accepting the funds contemplated herein, to maintain the improvements funded by this AIP Grant for a period of not less than five (5) years. The AIP Grant funds provided herein shall be considered partially forgiven by 20% (1/5) each year on the anniversary of their payment to Owner, until fully forgiven on the fifth anniversary of such payment. Should Owner fail to maintain the improvements for the full five-year period, then Owner shall be responsible for reimbursing the City in an amount equivalent to the then-unforgiven portion of the AIP Grant (e.g. if the Owner fails to maintain the improvements in the 4th year, the Owner shall reimburse the City for forty percent (40%) of the AIP Grant amount.

4. The Owner agrees to indemnify, defend and hold harmless the City from any claims or damages arising out of or relating to the AIP Grant or the work to be performed by Owner. The Owner shall provide the City with a certificate of insurance naming the City as additional primary insured with waiver of right of subrogation prior to commencement of work. The Owner agrees and acknowledges that the funding contemplated herein is payable to Owner only and may not be assigned or transferred to any other party. The City shall not make direct payments to any contractors or materialmen, and the City’s obligation to provide funding shall not accrue until Owner
provides the City with evidence of lien waivers from all contractors and materialmen providing labor or materials for the project.

5. The Owner shall complete all related work in a good and workmanlike fashion, in accordance with all applicable codes and ordinances, and after having obtained all required permits. All work shall be subject to inspection and approval by the City, once completed.

6. All work shall be completed by June 24, 2020 or the funding approval from the City shall terminate and this Resolution shall be of no further force or effect.

Agreed to as of this ___ day of July ___ 2019.

________________________
240 East Lincoln Highway, LLC (The Lincoln Inn)

________________________
Print Name(s)

OWNER MANAGER

Title(s)
Name: Bill McIlwain

Home Address: 438 Greenwood North, Dekalb

Property Identification (PIN) Number: 08-23-143-007

Location of Property: Lincoln Inn Family Restaurant, 2405 Lincoln Hwy

Phone number: 815-756-2345 Email: bill@thelincolninn.com

Proposed use of funding (check all that apply)

50% Reimbursement: Major Capital Improvements

___ ADA Compliance

___ Façade renovation

___ Fire alarm systems

___ Life safety equipment

___ Electrical, Mechanical, Plumbing rehabilitation

___ Design Professional Fees/Architectural Services

___ Fire suppression system upgrades

___ Restoration of Architectural Features

25% Reimbursement: Minor Capital Improvements

___ Painting

___ Exterior lighting

___ Tuckpointing/Masonry

___ Interior improvements

___ Window/Door Replacement

___ Screening of unsightly utilities

10% Reimbursement: Deferred Maintenance

___ Roof repair

___ Gutter replacement

___ Stair/handrail repair

___ Floor surface repair

___ Water damage repair

___ Water heater repair

Other improvements (Please Specify):
Have you consulted with City of DeKalb about your project?  \( \checkmark \) Yes  \( \square \) No

(If yes, who did you talk with at City of DeKalb?)  Bill Nicklas

Have you submitted to a pre-inspection of the property?  \( \square \) Yes  \( \checkmark \) No

Total cost estimate of project  \( \$9,000 \)

Matching funds* requested  \( \$4,500 \)
*(Typically, 50% of total project costs up to a maximum of $25,000)

How long has the property been owned or operated by you?  25 years

Supplementary Questions

In a separate word document, please answer the following questions as part of your application:

1.) In 500 words or less, please describe the existing condition of the building, and the need for architectural/structural improvement (use additional pages if necessary). Include previous investments that you have made during the time of your ownership or operations that have added value to this building.

2.) In 500 words or less, please describe the proposed work to be accomplished. Include the added value that this work will contribute to the existing building if it is completed.

3.) In 500 words or less, please describe how the proposed work will help the city support its strategic goals of community vitality and neighborhood.

4.) In 250 words or less, please describe how you plan to fund the proposed work (equity, bank loan, cash, etc.).

5.) In 250 words or less, please describe how you plan to maintain the improvements once the work has been completed for at least five years.
Application Check List:

All of the following items must be included in with your application in order to be reviewed. Please verify that each of the following is completed and enclosed.

✓ 1. One (1) copy of the Completed Application Form containing all of the following items:

✓ 2. Required Signatures on Application Form

✓ 3. Narrative Description of Project (Concise and clear description of work proposed)

✓ 4. Drawings of proposed work (architectural or other) as appropriate

✓ 5. Photographs of current building and area to be addressed and concept drawings

✓ 6. Completed City of DeKalb AIP standard estimate completed by each contractor for the work to be performed.

✓ 7. One (1) copy of the Deed to the Property containing the legal description of the property.

✓ 8. Copies of letters of credit and/or letters of commitment for private funding.


NOTES:
Upon project approval by the AIP Committee, the applicant will be required to sign and notarize an Architectural Improvement Funding Agreement before the application can be presented to the City Council. Upon project approval by the City Council, the Property Owner will be required to sign and notarize both a mortgage on the property improved, as well as a promissory note for the full forgivable loan amount. This must be done prior to reimbursement by the City of DeKalb to the Property Owner.

For projects where the City of DeKalb’s matching portion is greater than $20,000, a minimum of three quotes for each individual portion of the project are required.

To obtain a copy of the legal description of your property, you must request in person a copy of your property deed (this will also prove ownership) from:

Tax Assessors Office
DeKalb County Government
133 W. State Street
Sycamore, IL 60178
815-895-7120
Statement of Understanding:

A. I/We hereby agree to comply with all of the guidelines and procedures of the City of DeKalb Architectural Improvement Program.

B. I/We understand that copies of the following must be submitted prior to the City Council's consideration of my funding request: (1) A copy of the property deed containing the legal description of the property, (2) Copies of the City of DeKalb’s AIP Standard estimate templates completed by each contractor for the work to be performed, and (3) Signed copies of the City of DeKalb’s Architectural Improvement Funding Agreement.

C. I/We understand that any work performed prior to approval by City Council will be ineligible for funding.

D. I/We understand that funding for standard projects is contingent upon my/our submittal of detailed cost documentation, copies of receipts, contracts, certified payroll records, and contractor’s final waivers of lien upon completion ALL of the approved improvements BEFORE reimbursement will be authorized.

E. I/We understand that I/We may be required to sign and notarize both a mortgage on the property improved, as well as a promissory note for the full forgivable loan amount. This must be done prior to reimbursement by the City of DeKalb.

F. I/We understand that Architectural Improvement funds are subject to taxation, and that the City of DeKalb is required to report that amount and receipt of said grants to the Internal Revenue Service.

Signature of Applicant

Name of Applicant (please print or type)

Address of Applicant

Telephone number 815-736-2345 Date 6/14/2015

Signature of Co-Applicant

Name of Co-Applicant (please print or type)

Address of Co-Applicant

Telephone number Date
Lincoln Inn Restaurant / McMahon 240 E. Lincoln Hwy

AIP Program Application

June 2019

Narrative Description of the Budget:

Minor Facade renovation of The Lincoln Inn Family Restaurant in Downtown Dekalb to be completed in July / August 2019:

1. Johnson Seat & Canvas to replace old awning / frame and replace with new. Estimated Cost: $4250
2. The Dekalb Sign Shop to replace peeling faded “bakery” panels on existing store front. Replace with new “Diner” panels and upgrade lighting to LED lighting. Updated vinyl lettering on front doors & windows. Estimated Cost: $1670
3. Paint Building Façade to better match neighbor Interior décor and overall improve Streetscape. Estimated Cost $1400
4. Purchase and Install HDD Video Security system with interior / exterior views of sidewalk on Lincoln Highway and exterior rear alley to improve security and deter crime in Downtown DeKalb Estimated Cost of equipment and installation not to exceed $1700

Total Estimated Cost of above: $9070.00 Project request not to Exceed $4,500.00

Supplementary Questions:

#1 Existing condition of Building / Previous Investments:

240 E. Lincoln Hwy is 10,000 square foot building that is in good condition – The main floor is 4000 square feet in which The Lincoln Inn has been operating as a 112 seat full service family restaurant for over 40 years. The space has a full basement that is in excellent condition which serves as dry storage space for the restaurant. The upper level of the building is 2000 square feet which serves as two fully rented out 1-bedroom apartments.

The front façade of the building needs of some minor improvements in that the awning is 20 years old and faded. The “Bakery” signage on the building has peeling letters and the electrical inside should be updated to more efficient LED lighting systems that was not available 20 years ago. Also, no where on the front of the building is the word “Restaurant”, “Café” or “Diner”. Many out of town guests who travel through the downtown pass by without realizing that the Lincoln Inn is a quaint place for breakfast, lunch, or a snack.

Major Prior Investments during the past 25 years of ownership include:

1996: addition of Bakery signage and Bakery equipment in both Back of House and Front of House
1997: Complete Dining Room overhaul changing booths, Carpeting, Tile and expansion for private meeting room in the back of Restaurant
2001: Restroom improvements making both men’s and women’s restrooms ADA Compliant
2003: Complete tear off and Replacement of Flat roof -lower level / back half of restaurant. Tuckpointing repairs and rear gutter replacement.

2006: Complete gutting Rehab of Second floor apartments

2009: Complete Tear off and replacement of Flat Roof – upper level / Second story apartments. Tuckpointing repairs as needed

2014: Complete change over of Kitchen equipment — Grills, Ovens, Stoves, Fryers, Plumbing, Gas lines

In addition to the above list, continuous investments have been made to 240 E. Lincoln Hwy as needed — New HVAC Roof Top Units, new carpets, Interior painting, upgrades as needed to maintain a clean comfortable family restaurant, and apartment improvements.

2. Proposed Work / Added Value:

The proposed project is relatively small but will contribute great value to our building and Downtown DeKalb. The proposal is to have Johnson Seat and Canvas come remove the awning and frame that was installed 20 years ago and install a new frame and awning with current logo and color scheme. As this is being completed, the faded peeling “bakery” panels that are above the awning will be removed by the DeKalb Sign Shop and be replaced with “DINER” panels. The Fluorescent lighting system in the sign will be replaced with efficient LED lighting. To promote our offerings to people passing through town vinyl lettering will be added to the front doors / windows featuring “Breakfast”, “Lunch”, “Catering”. The façade on the front of the building below the new awning will be painted by our in-house staff to match the color palette / theme that we use in the interior of the restaurant. Additionally, indoor outdoor security cameras will be installed to cover both interior and exterior views of the sidewalk on Lincoln Hwy and the back alley behind the restaurant.

Two estimates for the awning are enclosed with this application and two estimates for the sign work are also included. We would prefer to use Johnson Seat & Canvas for the awning and The Dekalb sign shop for the signage — both are local companies who we have worked with in the past. Estimates for Video Security system are also included.

The value that this will add to the downtown is a fresh welcoming look to the front of our building and to our entire block. Both the storefronts on our left and right and multiple storefronts across the street have been recently improved. This relatively small investment will go a long way in improving the overall streetscape view in the Second Street block in Downtown DeKalb.

3. Improve Strategic Goals / Neighborhood vitality:

As noted above, this work will improve the overall streetscape appearance of the second street in downtown DeKalb. Second, a fresh welcoming storefront in an established independent downtown restaurant will help us increase sales and thereby generate additional restaurant and bar tax revenue for
the City of DeKalb. Third, new security camera's covering both the exteriors on Lincoln highway and the back alley will allow the Police Department to better investigate and deter crimes in downtown DeKalb.

4. **Funding:**

   Proposed work will be paid by with cash.

5. **Maintain improvements:**

   We will continue to be hands on local business. Day to day / monthly maintaining will be done by our staff. Larger tasks (Annual Powerwashing / Sign maintenance) will be handled by local professionals as needed.
Hello Ken,

Here are the pictures you requested of the building. Let me know if you need anything else.

Thanks,
Anthony McMahon
The Lincoln Inn restaurant

3 attachments

20190607_101934.jpg
4570K

20190607_101930.jpg
4716K

20190607_101924.jpg
4817K
Johnson Seat & Canvas Shop inc.
PO.Box 548
Cortland IL 60112

Phone #    Fax #    E-mail
815-756-2037  815-756-8632  fred@johnsoncanvas.com

Lincoln Inn
240 East Lincoln Hwy
DeKalb, IL 60115

DATE
6/13/2019

Description
Labor & Material to remove & haul away existing awning frame & cover from your store front. Make & Install a new awning frame-all welded galvanized steel with all welds coated to resist rust, a new awning cover 2 color Sunbrella® 10 year warranty(pro-rated) fabric. Color/Pattern customer choice. Painted graphics similar to existing graphics per your pdf/jpeg file. Once awning frame & cover are completely installed we will make sure the area is free of debris.

Total Cost: $3,950.00
This VOIDS Estimate#2636

50% Deposit Required Balance Due upon Completion

Proposal Accepted By __________________________
Anthony McMahon <antmac438@gmail.com>

Awning for Lincoln Inn (DeKalb)
4 messages
aubrey sign company <aubreysigns@sbcglobal.net>  Fri, May 31, 2019 at 10:12 AM

Anthony:

Thanks for contacting us about this project.

We will replace the existing awning with a new Sunbrella awning and galvanized steel frame with your name/logo on the hypotenuse. Cost is $3,950 installed + applicable sales tax and permits (if required.) Includes removal/disposal of old awning. Ten year (prorated) warranty on the fabric, lifetime limited warranty on the frame.

Please let me know if you have any questions and how we can be of further assistance.

Best regards,

Mike Hoffer, President

The Aubrey Sign (and Awning) Company
1847 Suncaast Lane
Batavia, IL 60510
630-482-9901
630-482-9906 (fax)
aubreysigns@sbcglobal.net
www.aubreysigns.com
Like us on Facebook @ http://www.facebook.com/aubreysigns

Lincoln Inn (DeKalb).pdf 660K

Anthony McMahon <antmac438@gmail.com>  Fri, May 31, 2019 at 2:49 PM
To: aubrey sign company <aubreysigns@sbcglobal.net>

Mike,

https://mail.google.com/mail/u/0?ik=54f969968c&view=pt&search=all&permthid=thread-f%3A1635060839084686704&impl=msg-f%3A16350608390... 1/3
Bill and Anthony,

Attached is a preliminary layout. Of course, colors and text can be changes. The front door would also include your new logo and hours.

Here is what I have for pricing:

1. Refurbish existing BAKERY panels = $285 total (possible faded are around existing letters would show through on new lettering - you can come take a look when panels are in shop to determine best option for you)

2. Replace existing BAKERY panels with new lucite panels = $615 total

3. LED Conversion Kit = $320

4. Take Down/put back up and installation of LED conversion in BAKERY sign = $375

5. Lettering/vinyl for windows, door and above door = $225

6. Installation of line 5 = $135

60% is due at time of order, balance upon completion. After deposit and proof approval, approximate completion time is 10-13 business days. Vinyl would be sooner followed by hanging sign installation.

Let me know if you have any questions about the above. Thank you.

Ken McBee
The Sign Shop of Dekalb
815-758-5011

[Quoted text hidden]
Hello Shannon.

Replacement of the panels in the current 2 sided sign that state BAKERY mounted on the front of the building.

- Panel Cost:
  - If going with 1 or 2 color text on panels @ $570.00
  - If going with a full color print on panels @ $600.00
- Install:
  - If the swap out of the panels can be coordinated with the electrician who will be updating the sign to LED, then they can do the install of the panels.
  - If a separate trip is needed, 2 men and a bucket truck will be required. $400.00.

Thanks,

Jon Kuhn

815-899-9211

Banner Up Signs
1170 East State Street
Sycamore, Illinois 60178

www.BannerUpSigns.com

Keeping Your Image In Sight Since 1986
Revo America AeroHD 16Ch. 4MP HDD Video Security System, 8 x 1080p IR Bullet Cameras Indoor/Outdoor - Remote Smart Phone, Tablet, PC Accessible

3 customer reviews

Free Amazon product support included

Size: 16-Channel

4-Channel 8-Channel 16-Channel

Style: 8 Bullet Cams

2 Bullet/2 Dome Cams 4 Bullet Cams

3 Bullet/3 Dome Cams 4 Bullet/4 Dome Cams

6 Bullet Cams 8 Bullet Cams 12 Bullet Cams

12 Bullet/4 Dome Cams 16 Bullet Cams

8 Bullet/4 Dome Cams

- What's Included- 16 Channel 4MP DVR, 1080p IR Bullet Cameras (8 Pcs.), Pre-Installed 2TB Video Surveillance Grade HDD, 60' BNC Cable (8 Pcs.)
- Key Features- 100° night vision, 2.8mm -12mm Fixed Lens. Backwards compatible with Analog cameras. Smart Alerts via alarms and email notification. Upgrade using previously installed BNC cable (Premium Revo BNC cable recommended)
- Remote Monitoring- With Revo Aero "Mobile App" and "Browser Login", you can view live feed, review past footage, get notifications instantly, can adjust settings, set alarms, check motion events, view multiple units at once and more.
- DIY Installation- We provide the necessary material such as videos and manuals so that you can install the system yourself. All you have to do is just follow some simple steps and you're done.
- US Based Support & Warranty- We provide 2-Year FREE Warranty which includes parts replacement for free and

QUIT-CLAIM DEED

PREPARED BY & RETURN TO:

Charles G Brown
Boyle Law DeKalb, LLC
301 E Lincoln Hwy
DeKalb IL 60115

GRANTEE NAME & ADDRESS
and TAXES TO:

240 East Lincoln Highway, LLC
240 East Lincoln Highway
DeKalb, IL 60115

THIS INDENTURE made this 7th day of February, A.D. 2007, between William P. McMahon and Joy Ann McPheters McMahon, husband and wife, of the City of DeKalb, County of DeKalb and State of Illinois, Grantors and 240 East Lincoln Highway, LLC, an IL limited liability company, of the County of DeKalb and State of Illinois, Grantee:

WITNESSETH, That the Grantors, for and in consideration of sum of TEN and NO/100ths ($10.00) DOLLARS in hand paid, and other good and valuable consideration, CONVEY and QUIT-CLAIM to the said Grantee, all interest in the following described real estate situated in the County of DeKalb, in the State of Illinois, to wit:

LOT 55 IN BLOCK 11 OF COUNTY CLERK’S SUBDIVISION OF BLOCKS 11, 12, 14 AND 15 OF THE ORIGINAL VILLAGE (NOW CITY) OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER’S OFFICE OF DEKALB COUNTY, ILLINOIS, IN BOOK “C” OF PLATS, PAGE 42, OF SEPTEMBER 15, 1902, IN DEKALB COUNTY, ILLINOIS.

T.I.N. 08-23-163-007
Property Address: 240 East Lincoln Highway, DeKalb, IL 60115

together with the tenements and appurtenances thereto belonging, situated in the County of DeKalb, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois.

TO HAVE AND TO HOLD, the above granted premises unto the said Grantee and to the proper use, benefit and behalf of said Grantee forever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

William P. McMahon (Seal)

Joy Ann McPheters McMahon (Seal)
STATE OF ILLINOIS
) SS
COUNTY OF DE KALB
)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT William P. McMahon and Joy Ann McPheters McMahon, personally known to me to be the same persons whose names are subscribed to the foregoing quit-claim deed, appeared before me this day in person and acknowledged that they signed, sealed and delivered said deed as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN UNDER my hand and notarial seal this 7th day of February, A.D. 2007.

Notary Public

DE KALB COUNTY - ILLINOIS TRANSFER STAMP

or -

EXEMPT UNDER PROVISIONS OF PARAGRAPH E SECTION 4, REAL ESTATE TRANSFER TAX ACT.

Date Buyer, Seller or Representative

2007 006 779
W-9
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Business names disregarded entity name(s), if different from above.

Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/solo proprietor or single-member LLC
- Corporation
- S Corporation
- Partnership
- Trust/estate

Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P=Partnership).

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. Federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 5):

- Exempt payee code (if any)
- Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.) See Instructions.

City, state, and ZIP code

Requestor's name and address (optional)

List account number(s) here (optional)

Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for Line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third-party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.