RESOLUTION 2019-139        PASSED: SEPTEMBER 23, 2019

AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT 1101 N. FIRST STREET, DEKALB, ILLINOIS (PIN 08-14-305-018) IN THE AMOUNT OF $80,000.

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

WHEREAS, the City is the owner of certain real property located at 1101 N. First Street, DeKalb Illinois ("the Property"), Parcel Identification Number (PIN) 08-14-305-018, which property is legally described as follows:

LOT 1 OF BLOCK 4 HILLCREST SUBDIVISION, A SUBDIVISION OF A PART OF PARCEL "A" OF ELLWOOD FARM PLAT ON SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE 3RD P.M., DEKALB COUNTY, ILLINOIS IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN VOLUME "K" OF PLATS, PAGE 17 AS DOC.# 290626 IN DEKALB COUNTY RECORDERS OFFICE; EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PART OF LOT 1; BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 OF BLOCK 4 WHICH IS SITUATED 170 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 1; SAID NORTHEAST CORNER OF LOT 1 BEING SITUATED ON THE WESTERLY LINE OF NORTH FIRST STREET AS DEDICATED BY THE ABOVE REFERENCED PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 120.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 1, WHICH IS ALONG THE NORTHERLY LINE OF HILLCREST DRIVE, A DISTANCE OF 20.0 FEET, MORE OR LESS, TO A POINT WHICH IS SITUATED 170 FEET WESTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 1 AS MEASURED ALONG THE SOUTHERLY LINE OF LOT 1, SAID SOUTHEAST CORNER BEING A POINT ON THE WESTERLY LINE OF NORTH FIRST STREET AS DEDICATED BY THE ABOVE REFERENCED PLAT; THENCE NORTHERLY ON A STRAIGHT LINE TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 83 DEGREES 48 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 2.20 FEET; THENCE WESTERLY ALONG SAID SOUTH LINE, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTH, RADIUS 1672.14 FEET, A DISTANCE OF 27.80 FEET; THENCE NORTH 70 DEGREES 39 MINUTES 39 SECONDS EAST, 10.674 FEET; THENCE
NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 29.00 FEET, A DISTANCE OF 24.51 FEET; THENENCE NORTH 22 DEGREES 14 MINUTES 32 SECONDS EAST ALONG TANGENT, 18.20 FEET TO THE EAST LINE OF SAID LOT 1; THENENCE SOUTH 6 DEGREES 12 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, 40.00 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN THE CITY OF DEKALB, COUNTY OF DEKALB, STATE OF ILLINOIS.

WHEREAS, the City Council has determined it is advantageous to offer such property for sale; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS;

SECTION 1: The City Council hereby authorizes and directs that the Property be sold, by a 3/4 (three-fourths) supermajority vote.

1. The City hereby accepts the offer to purchase said property from Kumar Chaudhary and Associates in the amount of $80,000.

2. The City shall utilize a title insurance office selected by the City and shall utilize the standard rate card from such insurer. All costs of closing, inclusive of buyer’s and seller’s customary closing charges, shall be payable by bidder and shall be in addition to the base sum bid. Closing shall occur within a reasonable time after approval, and the costs outlined above shall be payable by the successful bidder at closing.

3. The Mayor is authorized and directed to execute a deed for the sale of the property, authorizing its conveyance, in form and content acceptable to him. The City Attorney is authorized and directed to execute closing statements and all other documentation required for completion of the transaction and for conveyance of the Property.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 23rd day of September 2019 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Finucane, Fagan, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Absent: Smith.

ATTEST:

[Signatures]

LYNN A. FAZEKAS, City Clerk

JERRY SMITH, Mayor
Hello,

Attached here please find our offer letter. This is our final offer and I have no room to negotiate on this. With all due respect, it is take it or leave it offer. I have spent plenty of time on this CLOSED STORE with EPA issues.

I really do appreciate all the help I got from city officials.

Upon acceptance of offer we can close in 2 business days provided clear title.

Thank you

Kumar
REAL ESTATE PURCHASE AGREEMENT  
(1101 N. First St.)

This Agreement (the "Agreement"), by and between the City of DeKalb (the "City" or "Seller"), an Illinois home rule municipal corporation, and Kumar Chaudhary & Associates (the "Buyer"), collectively referred to as the Parties, and in consideration of the covenants set forth herein, agree as follows:

RECATALS

WHEREAS, the City is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City is the owner in fee simple of real property located at 1101 N. First Street, which is legally described, attached hereto, and incorporated herein as Exhibit A (the "Property"); and

WHEREAS, the City desires to sell the Property to Buyer upon and subject to all of the terms, provisions, and conditions set forth in this Agreement; and

WHEREAS, the City's corporate authorities find that the sale of the Property is in the public interest and promotes the public health, safety, and welfare; and

NOW, THEREFORE, in consideration of, and in reliance upon the above Recitals, which are incorporated in and made a part of this Agreement, and for and in consideration of the mutual covenants and conditions set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Property to be sold. The City agrees to convey to the Buyer for the price of $80,000.00 (Eighty Thousand Dollars and Zero Cents) the Property as legally described, attached hereto, and incorporated herein as Exhibit A.

2. Earnest Money. By no later than October 11, 2019, the Buyer shall deposit earnest money in the amount of $5,000.00 (Five Thousand Dollars and Zero Cents), made out to and held by American Title Guaranty, Inc., and credited, without interest, to the Buyer at closing. If for any reason this Agreement is terminated for a reason that is not the Buyer's fault, all the earnest money shall be returned to Buyer without interest.

3. Possession. At closing, the City shall deliver possession of the Property to the Buyer.

4. Deed. The City agrees to convey the Property to the Buyer by a good and sufficient recordable special warranty deed, subject only to covenants, conditions,
restrictions and easements apparent or of record and to all applicable zoning laws and ordinances.

5. Evidence of title.

A. The City shall be responsible for ordering and paying, at its sole cost and expense, a Commitment for Title Insurance issued by a title insurance company doing business in DeKalb County, committing a company to issue a policy in the usual form insuring title to the Property in the City’s name in such amount as desired by the City.

B. Permissible exceptions to title shall include only special assessments; zoning laws and building ordinances; easements, apparent or of record; covenants and restrictions of record which do not restrict reasonable use of the premises; and existing mortgages which shall be paid by the mortgagor at closing.

C. If the Buyer requires a survey of the Property, it shall be the Buyer’s responsibility to obtain such survey at its own expense.

D. If title evidence or any survey discloses exceptions other than those permitted, the Buyer shall give written notice of such exceptions to the City within 15 days. The City shall have 15 days upon receipt of said written notice to have such title exceptions removed. If the City is unable to cure such exceptions, then the Buyer shall have the option to terminate this Agreement.

6. Closing. The Closing Date shall be the date which is sixty (60) days after the date this Agreement is executed by the Parties, or such earlier or later date as the Parties may agree in writing, subject to the applicable provisions of this Agreement. If the scheduled Closing Date does not fall on a business day, the Closing Date shall be the next business day thereafter.

7. Seller’s Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, Seller shall deposit or cause to be deposited with the Title Company (or deliver to the Buyer, or its designee) the following, each duly executed and notarized, as appropriate:

(i) A Warranty Deed, meeting the requirements of this Agreement transferring the real estate to the Buyer;

(ii) An ALTA statement and “gap” undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the Property;

(iii) An Affidavit of Title signed by the Seller of the Property in the customary form.
(iv) A Bill of Sale for all improvements and fixtures located on the Property, if any, in the customary form.

(v) All documents necessary to release any mortgages, or liens in the property, if any.

(vi) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby and customarily required by the Title Company of a Seller of property to enable it to issue the Title Policy in accordance with the terms hereof.

8. **Buyer's Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, Buyer shall deposit with Title Company (or deliver to Seller) the following, each dated and duly executed and notarized, as appropriate:

(i) All affidavits, indemnities, undertakings and certificates customarily required by the Title Company of a purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof.

(ii) The monetary payment due Seller and any additional amounts necessary to pay any costs and fees required to be paid by Buyer less any applicable credits.

(iii) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby.

9. **Joint Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, the parties shall jointly deposit with Title Company the following, each dated and duly executed and notarized, as appropriate:

(i) Closing Statement.

(ii) State, and county transfer tax declarations and any required forms completed to establish that the transfers is exempt from any State, County or City real estate transfer taxes that is applicable because the transfer is made by a public entity.

10. **Closing Costs.** The Closing costs shall be paid as follows:

   By Seller:
(a) Preparation of the Deeds and documents required of the Seller
(b) Its legal expenses
(c) ½ of the Title Company closing escrow fees
(d) The cost of the Owner's title insurance policy with extended coverage.
(e) Any other closing costs charged to the Seller that are not otherwise allocated pursuant to this Section.

By Buyer:

(a) Preparation of the documents required of the Buyer
(b) Its legal expenses
(c) ½ of the Title Company closing escrow fees.
(d) Recording fees for the Deed
(e) the Survey if requested or required by the Title Company.
(f) Any other closing costs charged to the Buyer that are not otherwise allocated pursuant to this Section.

11. Broker involvement. The Parties acknowledge the use of a broker, Miller Real Estate, who was a dual agent and shall be paid at closing pursuant to the Parties' respective contingent fee agreements.

12. Real estate taxes and proration. The City represents that the Property is currently exempt from any property taxes. Any and all prior real estate taxes due for the Property for any period prior to closing, if any, shall be paid by City prior to or at closing. If necessary, the City shall bring to closing a certificate of redemption showing the amount of the real estate taxes owed for payments that were previously due and payable along with any penalties and interest and shall otherwise comply with all the Title Company's requirements pertaining to its payment of any previously due but unpaid real estate taxes.

13. Real Estate Transfer Taxes. At closing, the Parties shall execute a completed Real Estate Transfer Declaration in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois showing the exchange of properties in this Agreement as being exempt from any State, County, or local real estate transfer taxes.

14. Personal property. All personal property and fixtures located on or within real estate, if any, shall be transferred to the Buyer at closing by a Bill of Sale which is in a form that is acceptable to the Buyer.

15. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall be applicable to this Agreement.

16. IRS Section 1445. Each Party represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and that it is exempt from the
withholding requirements of said Section. Each Party will furnish to the other Party at closing the Exemption Certification set forth in said Section.

17. **Condition of property.** Buyer agrees to accept the Property in its “as-is” condition, and the City disclaims all warranties express or implied as to the condition of the Property.

18. **Environmental matters.** The City has provided Buyer with true correct and complete copies of the City’s environmental reports and documents listed on Exhibit B (collectively the “Environmental Reports”), which disclose the presence of Hazardous Materials, hereinafter defined, on the Property as of the date of this Agreement (“Pre-Existing Hazardous Materials”). City shall continue to provide Buyer with all environmentally specific reports and correspondence which pertains to the Property.

The Buyer accepts the Property “as is” with full knowledge of the Pre-Existing Hazardous Materials located on the Property. The Seller makes no warranty or representation that the environmental reports and information provided to the Buyer presents a true and correct analysis of the condition of the Property, that the Property is fit for any particular purpose, and that the Buyer will be able to obtain a No Further Remediation letter from the IEPA. Seller accepts all risks related to the condition of the Property and the remediation of the Property in compliance with federal and state regulations.

As used herein “Environmental Laws” shall mean all statutes specifically described in the definition of “Hazardous Materials” and all other federal, state or local laws, regulations or orders relating to or imposing liability or standards of conduct concerning any Hazardous Material. As used herein, “Hazardous Materials” shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority, the State where Property is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” or “restricted hazardous waste” under any provision of law, (ii) petroleum, (iii) asbestos or mold, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 et seq. (33 U.S.C. Sec. 1317), (vii) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903), or (viii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601).

Buyer agrees to remediate, clean-up and remove the Pre-Existing Hazardous Materials located on the Property in accordance with all Environmental Laws, at Buyer’s sole cost and expense, notwithstanding any obligation of the City. The Parties agree that it shall be solely the responsibility of the Buyer, at its sole cost and expense, to pursue and obtain a No Further Remediation letter for the Property.
To the fullest extent permitted by law, the Buyer shall defend, indemnify, and hold harmless the City and its officers, employees, and agents from and against all claims, damages, losses, and expenses arising out of or resulting from any Hazardous Materials located upon the Property and the remediation, clean-up, and removal of any Hazardous Materials located upon the Property.

The covenants and indemnities contained in this Section 18 shall survive termination of this Agreement and shall not merge with deed or closing. The responsibility of the Buyer to the City to pursue remediation shall not merge with the deed or closing and shall continue to exist after closing.

19. **Default.** If any Party defaults under this Agreement, the other Party may waive the default and proceed to closing, seek specific performance, or refuse to close and cancel this Agreement with both parties being relieved of all further obligations under this Agreement. Except for failure to close on the Closing Date, a Party may not exercise its remedies until after it delivers notice of the alleged default to the other Party and the other Party fails to cure within ten (10) days after receipt of the default notice. The remedies provided herein shall be the sole and exclusive remedies for either Party’s default under this Agreement.

20 **Time is of the essence.** Time is of the essence for this Agreement.

21. **Notices.** All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. Except for when delivery of a notice is required, the mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

22. **Amendment.** This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment adopted and executed by the Parties.

23. **Entire Agreement.** This Agreement sets forth all agreements, understandings, and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

24. **Illinois Law.** This Agreement shall be construed its accordance with the laws of the State of Illinois.

25. **Interpretations.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

26. **Execution.** All the parties to this Agreement represent that they are authorized to enter into this Agreement.
**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all requisite authorizations on the dates set forth below.

**(SIGNATURE PAGE)**

<table>
<thead>
<tr>
<th><strong>Buyer</strong></th>
<th><strong>CITY</strong></th>
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| Kumar Chaudhary & Associates  
832 Jameson Ct.  
Carol Stream, IL 60188 |
| **City of DeKalb**  
200 S. 4th Street  
DeKalb, IL 60115 |
| By: ____________________________  
Kumar Chaudhary, Owner |
| By: ____________________________  
Jerry Smith, Mayor |
| Date: ________________ |
| Date: 9-24-19 |

<table>
<thead>
<tr>
<th><strong>BUYER ATTEST</strong></th>
<th><strong>CITY ATTEST</strong></th>
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(SIGNATURE PAGE)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>CITY</th>
</tr>
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<tbody>
<tr>
<td>Kumar Chaudhary &amp; Associates</td>
<td>City of DeKalb</td>
</tr>
<tr>
<td>832 Jameson Ct.</td>
<td>200 S. 4th Street</td>
</tr>
<tr>
<td>Carol Stream, IL 60188</td>
<td>DeKalb, IL 60115</td>
</tr>
<tr>
<td>By: (Signature)</td>
<td>By: (Signature)</td>
</tr>
<tr>
<td>Kumar Chaudhary, Owner</td>
<td>Jerry Smith, Mayor</td>
</tr>
</tbody>
</table>
| Date: 02-25-2019               | Date: _______________________

BUYER ATTEST

_______________________________

CITY ATTEST

_______________________________
EXHIBIT A TO REAL ESTATE PURCHASE AGREEMENT
(Legal Description for Property)

The Property is legally described as follows:

LOT 1 OF BLOCK 4 HILLCREST SUBDIVISION, A SUBDIVISION OF A
PART OF PARCEL "A" OF ELLWOOD FARM PLAT ON SECTION 14,
TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE 3RD P.M., DEKALB
COUNTY, ILLINOIS IN ACCORDANCE WITH THE PLAT THEREOF
RECORDED IN VOLUME "K" OF PLATS, PAGE 17, AS DOC.# 290626 IN
DEKALB COUNTY RECORDERS OFFICE; EXCEPTING THEREFROM,
THE FOLLOWING DESCRIBED PART OF LOT 1; BEGINNING AT A
POINT ON THE NORTH LINE OF SAID LOT 1 OF BLOCK 4 WHICH IS
SITUATED 170 FEET WESTERLY OF THE NORTHEAST CORNER OF
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BY THE ABOVE REFERENCED PLAT; THENCE WESTERLY ALONG
THE NORTH LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG THE
WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 120.75 FEET TO THE
SOUTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG
THE SOUTHERLY LINE OF LOT 1, WHICH IS ALONG THE NORTHERLY
LINE OF HILLCREST DRIVE, A DISTANCE OF 20.0 FEET, MORE OR
LESS, TO A POINT WHICH IS SITUATED 170 FEET WESTERLY FROM
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SITUATED IN THE CITY OF DEKALB, COUNTY OF DEKALB, STATE OF
ILLINOIS.

PIN 08-14-305-018; Common Address: 1101 N. 1st St., DeKalb, IL 60015
EXHIBIT B TO REAL ESTATE PURCHASE AGREEMENT
(Environmental Reports)

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SPECIAL WARRANTY DEED

Illinois Statutory

MAIL TO:

Kumar Chaudhary & Associates
832 Jameson Ct.
Carol Stream, IL 60188

SEND SUBSEQUENT TAX BILLS TO:

Kumar Chaudhary & Associates
832 Jameson Ct.
Carol Stream, IL 60188

THE GRANTOR, CITY OF DEKALB, an Illinois home rule municipal corporation, with its office located at 200 South Fourth Street, City of DeKalb, County of DeKalb and State of Illinois, given under the hand of the Mayor of the City of DeKalb, and for $80,000.00 and other valuable consideration, CONVEYS and WARRANTS to the GRANTEE, Kumar Chaudhary & Associates, with an address located at 832 Jameson Ct., Village of Carol Stream, County of DuPage and State of Illinois, all interest in the following described Real Estate situated in the County of DeKalb and in the State of Illinois, to-wit:

LOT 1 OF BLOCK 4 HILLCREST SUBDIVISION, A SUBDIVISION OF A PART OF PARCEL "A" OF ELLWOOD FARM PLAT ON SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE 3RD P.M., DEKALB COUNTY, ILLINOIS IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN VOLUME "K" OF PLATS, PAGE 17 AS DOC.# 290626 IN DEKALB COUNTY RECORDERS OFFICE; EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PART OF LOT 1; BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1OF BLOCK 4 WHICH IS SITUATED 170 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 1; SAID NORTHEAST CORNER OF LOT 1 BEING SITUATED ON THE WESTERY LINE OF NORTH FIRST STREET AS DEDICATED BY THE ABOVE REFERENCED PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 120.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 1, WHICH IS ALONG THE NORTHERLY LINE OF HILLCREST DRIVE, A DISTANCE OF 20.0 FEET, MORE OR LESS, TO A POINT WHICH IS SITUATED 170 FEET WESTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 1 AS MEASURED ALONG THE SOUTHERLY LINE OF LOT 1, SAID SOUTHEAST CORNER BEING A POINT ON THE WESTERLY LINE OF NORTH FIRST STREET AS DEDICATED BY THE ABOVE REFERENCED PLAT; THENCE NORTHERLY ON A STRAIGHT LINE TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 83 DEGREES 48 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 2.20 FEET; THENCE WESTERLY ALONG SAID SOUTH LINE, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTH, RADIUS 1672.14 FEET, A DISTANCE OF 27.80 FEET; THENCE NORTH 70 DEGREES 39 MINUTES 39 SECONDS EAST, 10.674 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 29.00 FEET, A DISTANCE OF 24.51 FEET; THENCE NORTH 22 DEGREES 14 MINUTES 32 SECONDS EAST ALONG TANGENT, 18.20 FEET TO THE EAST LINE OF
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SAID EAST LINE, 40.00 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN THE
CITY OF DEKALB, COUNTY OF DEKALB, STATE OF ILLINOIS.

PIN 08-14-305-018; Common Address: 1101 N. 1st St., DeKalb, IL 60015

subject to any and all public utility easements, public service facilities, City water and sewer facilities and/or
any other easements or property rights or interests burdening the property, and hereby releasing and
waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This deed is exempt from transfer taxes pursuant to 35 ILCS 200/31-45(b).

DATED the 24th day of September, 2019.

Jerry Smith, Mayor of the City of DeKalb

STATE OF ILLINOIS  )
) ss.
COUNTY OF DEKALB  )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify
that the City of DeKalb, under the hand of the Mayor of the City of DeKalb, personally known to me to be
the same person whose name is subscribed to the foregoing instrument, appeared before me this day in
person, and acknowledged that he signed, sealed and delivered the said instrument as his free and
voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of
homestead.

Given under my hand and official seal this 24th day of October, 2019.

Notary Public
AFFIDAVIT OF TITLE

STATE OF ILLINOIS
COUNTY OF DEKALB

)   ) SS.

The undersigned, City of DeKalb, by its Mayor Jerry Smith, hereinafter referred to as Seller does hereby depose and say as follows:

1. Seller owns the legal title in certain real estate (hereinafter referred to as the “Property”) which is legally described as follows:

LOT 1 OF BLOCK 4 HILLCREST SUBDIVISION, A SUBDIVISION OF A PART OF PARCEL “A” OF ELLWOOD FARM PLAT ON SECTION 14, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE 3RD P.M., DEKALB COUNTY, ILLINOIS IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN VOLUME “K” OF PLATS, PAGE 17 AS DOC.# 290626 IN DEKALB COUNTY RECORDERS OFFICE; EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PART OF LOT 1; BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 OF BLOCK 4 WHICH IS SITUATED 170 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 1; SAID NORTHEAST CORNER OF LOT 1 BEING SITUATED ON THE WESTERLY LINE OF NORTH FIRST STREET AS DEDICATED BY THE ABOVE REFERENCED PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 120.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 1, WHICH IS ALONG THE NORTHERLY LINE OF HILLCREST DRIVE, A DISTANCE OF 20.0 FEET, MORE OR LESS, TO A POINT WHICH IS SITUATED 170 FEET WESTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 1 AS MEASURED ALONG THE SOUTHERLY LINE OF LOT 1, SAID SOUTHEAST CORNER BEING A POINT ON THE WESTERLY LINE OF NORTH FIRST STREET AS DEDICATED BY THE ABOVE REFERENCED PLAT; THENCE NORTHERLY ON A STRAIGHT LINE TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 83 DEGREES 48 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 2.20 FEET; THENCE WESTERLY ALONG SAID SOUTH LINE, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTH, RADIUS 1672.14 FEET, A DISTANCE OF 27.80 FEET; THENCE NORTH 70 DEGREES 39 MINUTES 39 SECONDS EAST, 10.674 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 29.00 FEET, A DISTANCE OF 24.51 FEET; THENCE NORTH 22 DEGREES 14 MINUTES 32 SECONDS EAST...
ALONG TANGENT, 18.20 FEET TO THE EAST LINE OF SAID LOT 1;
THENCE SOUTH 6 DEGREES 12 MINUTES 00 SECONDS WEST ALONG
SAID EAST LINE, 40.00 FEET TO THE POINT OF BEGINNING, ALL
SITUATED IN THE CITY OF DEKALB, COUNTY OF DEKALB, STATE OF
ILLINOIS.

PIN 08-14-305-018; Common Address: 1101 N. 1st St., DeKalb, IL 60015

2. Seller is over 18 years of age and under no legal disability.

3. This Affidavit is made by Seller in connection with the sale of the Property to
the City of DeKalb, hereinafter referred to as Buyers and is given to induce the Buyers to
make or complete the purchase of the Property.

4. No labor, services, or materials have been furnished or delivered to the Property
or used for improvements or repairs thereof at any time within the past four (4) months
that have not been fully and completely paid for, and Seller has no debts, outstanding
contracts, or liabilities that could give rise to or result in a lien or a claim of lien against
the Property under the Illinois Mechanic Lien Act. Seller also state that he has not done
anything to the Property that would adversely affect the title since the effective date
on the title commitment up through and including the closing date.

5. All fixtures now located in or on the Property are fully paid for and are not subject
to any conditional sales contracts, chattel mortgages, or other security interests.

6. No persons are in possession of the Property except Seller, and that there are
no other leases, oral or written or other arrangements concerning the Property under
which any person other than Seller has any possessory rights in the Property.

7. To the knowledge of Seller, there are no driveway agreements, overlaps,
boundary lines in dispute, or unrecorded easements in regard to the Property nor are
there any improvements from adjoining properties that encroach on the Property.

8. To the knowledge of Seller, the Property is not subject to any taxes or special
assessments other than those shown as existing liens by the public records.

9. To the knowledge of Seller, there are no presently existing violations of any
restrictions or easements of record affecting the Property.

10. There is no outstanding contract, unrecorded deed, mortgage, or other
conveyance affecting the Property executed by Seller or to the knowledge of Seller.

11. Neither Seller nor his agents have received any notice from any city, village,
or other governmental authority of any violation of any applicable dwelling or building code
or any other law or regulation.

12. Under penalty of perjury, Seller declares that he has examined this Affidavit
of Title and to the best of Seller's knowledge and belief it is true, correct, and complete.
Dated: September 24, 2019.

Jerry Smith, Mayor of the City of DeKalb

STATE OF ILLINOIS
COUNTY OF DEKALB

) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerry Smith, personally known to me to be the same person whose name is subscribed to the foregoing Affidavit of Title appeared before me this day in person, and acknowledged that s/he signed, sealed and delivered the said instrument as the Mayor of the City of DeKalb, an Illinois home rule municipality, as the free and voluntary act of the City of DeKalb for the uses and purposes therein set forth.

Given under my hand and official seal and sworn to before me this 24th day of September, 2019.

Notary Public