

AUTHORIZING THE VACATION OF 5,774 SQUARE FEET OF PUBLIC RIGHT-OF-WAY AT JOHN STREET AND LINCOLN HIGHWAY, DEKALB, ILLINOIS, AND SALE OF SAME TO RICHOZ ENTERPRISES, LLC IN THE AMOUNT OF \$8,500.

WHEREAS, the City of DeKalb (the "City") is a home rule municipality with the power and authority conferred upon it by the Illinois Constitution; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1) provides that whenever the City's corporate authorities determine that the public interest will be served by vacating any street or alley, or part thereof, within their jurisdiction in any incorporated area, they may vacate that street or alley, or part thereof, by an ordinance which may provide that the owner of one particular parcel of property abutting upon the street or alley, or part thereof so vacated, shall pay compensation in an amount which, in the judgment of the corporate authorities, shall be the fair market value of the property acquired by the vacation; and

WHEREAS, the City's corporate authorities, by the affirmative vote of at least three-fourths of those then holding office, find that it is in the public interest and promotes the public health, safety, and welfare to vacate a certain portion of John Street adjacent to and between 215 & 221 W. Lincoln Highway in the City as legally described in Exhibit A attached hereto and incorporated herein by reference (the "Property") and as depicted in the Plat of Survey in Exhibit B (the "Plat of Survey") attached hereto and incorporated herein by reference; and

WHEREAS, Richoz Enterprises, LLC ("Richoz") is the owner of property located at 221 W. Lincoln Highway in the City (PIN 08-22-251-024) abutting upon the Property and has offered to pay \$8,500.00 to obtain title to the Property; and

WHEREAS, the City's corporate authorities determine that \$8,500.00 is the fair market value of the Property and that Richoz shall acquire title to the Property upon payment of said compensation subject to the terms and conditions of this Ordinance; and

WHEREAS, proper notice and hearing thereon has been provided pursuant to Section 11-91-1 of the Illinois Municipal Code; and

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

SECTION 1: The foregoing recitals are a material part of this Ordinance and are incorporated herein as if they were fully set forth in this Section.

SECTION 2: The Property is vacated.

SECTION 3: Title upon vacation of the Property shall vest in Richoz Enterprises, LLC, who is the owner of property located at 221 W. Lincoln Highway in the City (PIN 08-22-251-024), subject to the following conditions:

(1) this Ordinance shall not become effective until Richoz Enterprises, LLC pays compensation to the City in the amount of 8,500.00; and

(2) the City shall reserve 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.


SECTION 4: 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. 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.

SECTION 5: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and affect the same as if the invalid provision had not been a part of this Ordinance.

SECTION 6: Except as otherwise provided herein, this Ordinance shall be in full force and effect after passage and publication pursuant to law. Publication date: February 25, 2020. Effective date: March 5, 2020.

ADOPTED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 24th day of February 2020 and approved by me as Mayor on the same day. Passed on First Reading by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:


RUTH A. SCOTT, Executive Assistant


JERRY SMITH, Mayor

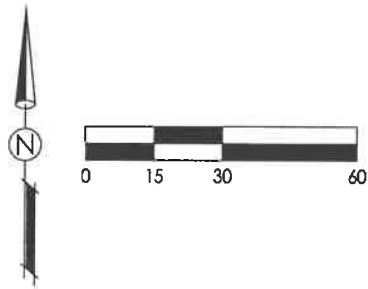


**EXHIBIT A
LEGAL DESCRIPTION**

That part of John Street as dedicated upon the Plat of Spangenberg's Addition to the City of DeKalb, according to the Plat thereof recorded on September 11, 1895 in Book "C" of Plats on page 9 in the Recorder's Office of DeKalb County, Illinois, that part of John Street lying East of Lots One (1) and Lot Two (2) in Block Two (2), lying West of Lot One (1) in Block One (1), lying South of the Easterly extension of the North line of Lot Two (2) in Block Two (2) and on the South by the North Right of Way line of West Lincoln Highway (Illinois Route 38), bounded and described as follows to-wit: Beginning at a point on the East line of said Lot One (1) in Block Two (2), a distance of 8.89 feet North of the Southeast corner of said Lot One (1); thence N.00° 08'48"E. along the East line of said Lot (1) and Lot Two (2) in Block Two (2), a distance of 94.11 feet to the Northeast corner of said Lot Two (2); thence S.89° 51'40"E. along the Easterly extension of the North line of said Lot Two (2) a distance of 59.88 feet to the West line of Lot One (1) in Block One (1) of aforesaid Spangenberg's Addition; thence S.00°05'21"W. along the West line of said Lot One (1), a distance of 101.78 feet to the North Right of Way Line of West Lincoln Highway (Illinois Route 38); thence N.74°08'42"W. along the North Right of Way line of West Lincoln Highway (Illinois Route 38) as conveyed to the People of the State of Illinois, Department of Transportation, by Document Number 2007006063 as recorded in the Recorder's Office of DeKalb County, Illinois, a distance of 21.53 feet; thence N.87°10'17"W. along said Right of Way Line a distance of 39.30 feet to the Place of beginning. Situated in the County of DeKalb and State of Illinois. Containing 5,774 Sq. Ft. more or less.

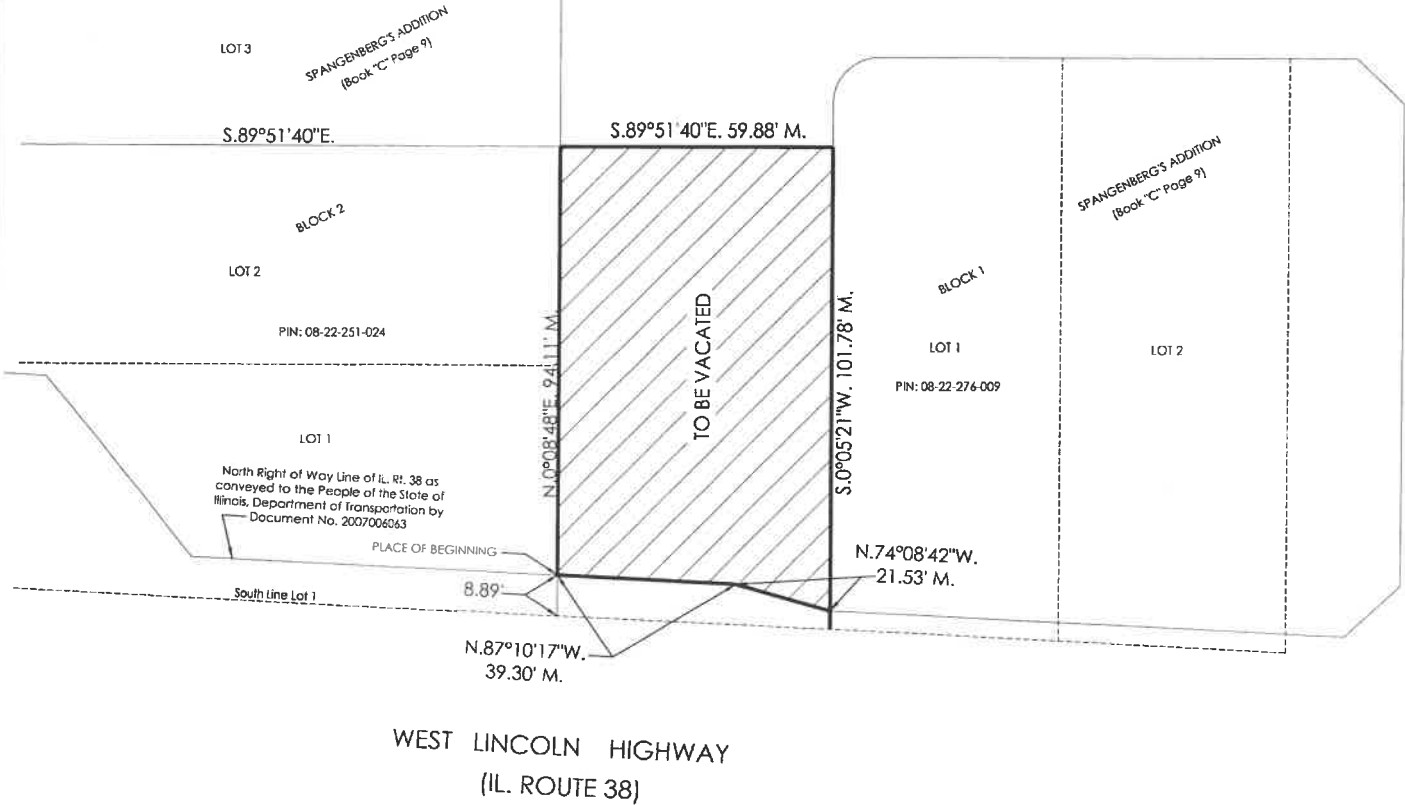
PLAT OF VACATION

PART OF JOHN STREET
PLAT OF SPANGENBERG'S
ADDITION TO THE CITY OF DEKALB
CITY OF DEKALB, ILLINOIS
DEKALB COUNTY, ILLINOIS



JOHN STREET

LINCOLN WAY



Legal Description:
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I hereby certify that I have surveyed the above described property for the purpose of determining the boundaries thereof and the attached plat is a true and correct representation of said survey. This professional service conforms to the current Illinois minimum detailed requirements for a boundary survey.

Dimensions are given in feet and decimals of a foot.

Given under my hand and seal this 5th day of March A.D. 2020.

Gary R. Sumner
Gary R. Sumner P.L.S. No. 2508
(expired 11-30-20)



700 WEST LOCUST ST., BELVIDERE, ILLINOIS 61008
PHONE: (815) 547-8435, FAX: (815) 544-0421
ILLINOIS DESIGN FIRM NO. 184-001260



2020002482

DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL
RECORDED: 3/18/2020 04:00 PM
REC FEE: \$6.00 RHSPS FEE: \$9.00

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS
CITY OF DEKALB)

PAGES: 5

"KEEP IN FILE"

Plat Cabinet 11
Slide # 1-A

CERTIFICATION

I, RUTH A. SCOTT, am the duly qualified and appointed Executive Assistant of the City of DeKalb, DeKalb County, Illinois, as authorized by Local Ordinance 2019-059, and as such Executive Assistant, I maintain and am safe-keeper of the records and files of the Mayor and City Council of said City.

I do hereby certify that the attached hereto is a true and correct copy of: .

ORDINANCE 2020-010

**AUTHORIZING THE VACATION OF 5,774 SQUARE FEET
OF PUBLIC RIGHT OF WAY AT JOHN STREET AND
LINCOLN HIGHWAY, DEKALB, ILLINOIS, AND SALE OF
SAME TO RICHOSZ ENTERPRISES, LLC IN THE AMOUNT
OF \$8,500.**

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 24th day of February 2020.

WITNESS my hand and the official seal of said City this 28th day of February 2020.




RUTH A. SCOTT, Executive Assistant

Prepared by: 

City of DeKalb
City Manager's Office
Attention: Ruth A. Scott
200 S. Fourth Street
DeKalb, Illinois 60115

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WHEREAS, Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1) provides that whenever the City's corporate authorities determine that the public interest will be served by vacating any street or alley, or part thereof, within their jurisdiction in any incorporated area, they may vacate that street or alley, or part thereof, by an ordinance which may provide that the owner of one particular parcel of property abutting upon the street or alley, or part thereof so vacated, shall pay compensation in an amount which, in the judgment of the corporate authorities, shall be the fair market value of the property acquired by the vacation; and

WHEREAS, the City's corporate authorities, by the affirmative vote of at least three-fourths of those then holding office, find that it is in the public interest and promotes the public health, safety, and welfare to vacate a certain portion of John Street adjacent to and between 215 & 221 W. Lincoln Highway in the City as legally described in Exhibit A attached hereto and incorporated herein by reference (the "Property") and as depicted in the Plat of Survey in Exhibit B (the "Plat of Survey") attached hereto and incorporated herein by reference; and

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

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SECTION 4: 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. 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.

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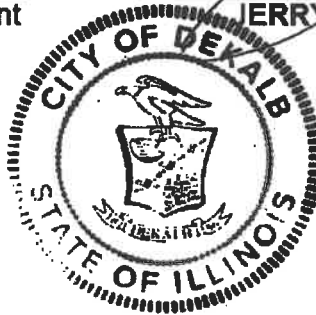
SECTION 6: Except as otherwise provided herein, this Ordinance shall be in full force and effect after passage and publication pursuant to law. Publication date: February 25, 2020. Effective date: March 5, 2020.

ADOPTED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 24th day of February 2020 and approved by me as Mayor on the same day. Passed on First Reading by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:


RUTH A. SCOTT, Executive Assistant


JERRY SMITH, Mayor

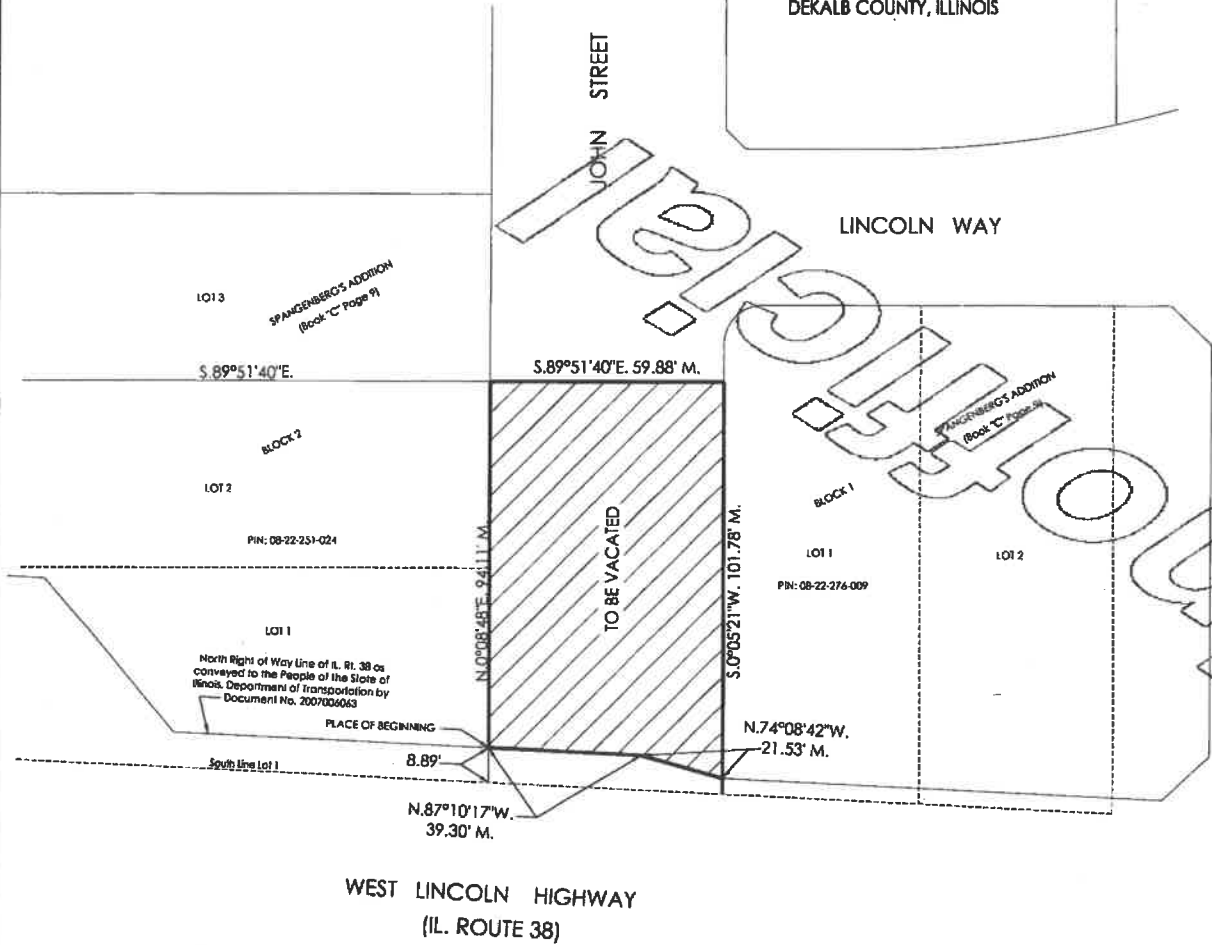
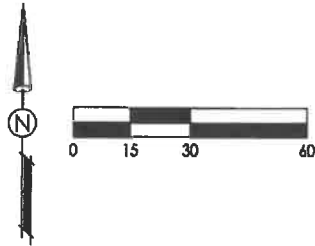


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PLAT OF VACATION

PART OF JOHN STREET
PLAT OF SPANGENBERG'S
ADDITION TO THE CITY OF DEKALB
CITY OF DEKALB, ILLINOIS
DEKALB COUNTY, ILLINOIS



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I hereby certify that I have surveyed the above described property for the purpose of determining the boundaries thereof and the attached plat is a true and correct representation of said survey. This professional service conforms to the current Illinois minimum detailed requirements for a boundary survey.

Dimensions are given in feet and decimals of a foot.

Given under my hand and seal this 5th day of March, A.D. 2020.

Gary R. Sumner
Gary R. Sumner PCS No. 2508
(expired 11-30-20)



700 WEST LOCUST ST., BELVIDERE, ILLINOIS 61008
PHONE: (815) 547-5435, FAX: (815) 544-0421
ILLINOIS DESIGN FIRM NO. 784-001250

DATE: 02/03/20
CLIENT: CITY OF DEKALB
PROJECT: 4908

2020002482

11/1A

2020002482 5/5



2020002484

DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, ILRECORDED: 3/18/2020 04:00 PM
REC FEE: 56.00 RHSPS FEE: 9.00

PAGES: 3

QUIT CLAIM DEED

Illinois Statutory

MAIL TO: *grantee*Richoz Enterprises, LLC
1125 Glidden St
DeKalb, IL 60115

SEND FUTURE TAX BILLS TO:

Richoz Enterprises, LLC
1125 Glidden St
DeKalb, IL 60115

Above space for Recorder's Use

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 \$8,500.00 and other valuable consideration, CONVEYS and QUIT CLAIMS to the GRANTEE, Richoz Enterprises, LLC, an Illinois limited liability company, with an address located at 1125 Glidden St., DeKalb, IL 60115, all interest in the following described Real Estate situated in the County of DeKalb and in the State of Illinois, to-wit:

That part of John Street as dedicated upon the Plat of Spangenberg's Addition to the City of DeKalb, according to the Plat thereof recorded on September 11, 1895 in Book "C" of Plats on page 9 in the Recorder's Office of DeKalb County, Illinois, that part of John Street lying East of Lots One (1) and Lot Two (2) in Block Two (2), lying West of Lot One (1) in Block One (1), lying South of the Easterly extension of the North line of Lot Two (2) in Block Two (2) and on the South by the North Right of Way line of West Lincoln Highway (Illinois Route 38), bounded and described as follows to-wit: Beginning at a point on the East line of said Lot One (1) in Block Two (2), a distance of 8.89 feet North of the Southeast corner of said Lot One (1); thence N.00°08'48"E. along the East line of said Lot (1) and Lot Two (2) in Block Two (2), a distance of 94.11 feet to the Northeast corner of said Lot Two (2); thence S.89°51'40"E. along the Easterly extension of the North line of said Lot Two (2) a distance of 59.88 feet to the West line of Lot One (1) in Block One (1) of aforesaid Spangenberg's Addition; thence S.00°05'21"W. along the West line of said Lot One (1), a distance of 101.78 feet to the North Right of Way Line of West Lincoln Highway (Illinois Route 38); thence N.74°08'42"W. along the North Right of Way line of West Lincoln Highway (Illinois Route 38) as conveyed to the People of the State of Illinois, Department of Transportation, by Document Number 2007006063 as recorded in the Recorder's Office of DeKalb County, Illinois, a distance of 21.53 feet; thence N.87°10'17"W. along said Right of Way Line a distance of 39.30 feet to the Place of beginning. Situated in the County of DeKalb and State of Illinois, Containing 5,774 Sq. Ft. more or less.

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 26th day of February, 2020.


Jerry Smith, Mayor of the City of DeKalb

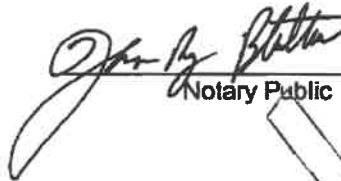
Page 1 of 2

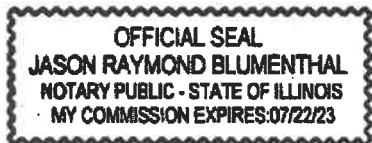
2020002484 1/3

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 26 day of February, 2020.


Notary Public



Prepared by
Matt Rose
200 S. 4th St
DeKalb IL 60115

Unofficial

AFFIDAVIT OF TITLE

STATE OF ILLINOIS)
) SS.
COUNTY OF DEKALB)

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:

That part of John Street as dedicated upon the Plat of Spangenberg's Addition to the City of DeKalb, according to the Plat thereof recorded on September 11, 1895 in Book "C" of Plats on page 9 in the Recorder's Office of DeKalb County, Illinois, that part of John Street lying East of Lots One (1) and Lot Two (2) in Block Two (2), lying West of Lot One (1) in Block One (1), lying South of the Easterly extension of the North line of Lot Two (2) in Block Two (2) and on the South by the North Right of Way line of West Lincoln Highway (Illinois Route 38), bounded and described as follows to-wit: Beginning at a point on the East line of said Lot One (1) in Block Two (2), a distance of 8.89 feet North of the Southeast corner of said Lot One (1); thence N.00°08'48"E. along the East line of said Lot (1) and Lot Two (2) in Block Two (2), a distance of 94.11 feet to the Northeast corner of said Lot Two (2); thence S.89°51'40"E. along the Easterly extension of the North line of said Lot Two (2) a distance of 59.88 feet to the West line of Lot One (1) in Block One (1) of aforesaid Spangenberg's Addition; thence S.00°05'21"W. along the West line of said Lot One (1), a distance of 101.78 feet to the North Right of Way Line of West Lincoln Highway (Illinois Route 38); thence N.74°08'42"W. along the North Right of Way line of West Lincoln Highway (Illinois Route 38) as conveyed to the People of the State of Illinois, Department of Transportation, by Document Number 2007006063 as recorded in the Recorder's Office of DeKalb County, Illinois, a distance of 21.53 feet; thence N.87°10'17"W. along said Right of Way Line a distance of 39.30 feet to the Place of beginning. Situated in the County of DeKalb and State of Illinois.

Containing 5,774 Sq. Ft. more or less.

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 Richoz Enterprises, LLC, hereinafter referred to as Buyer and is given to induce the Buyer 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 states that it 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.

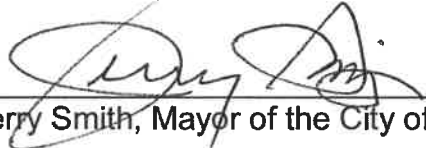
9. To the knowledge of Seller, there are no presently existing violations of any restrictions or easements of record affecting the Property.

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: February, 26th, 2020.

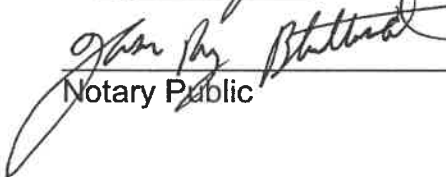


Jerry Smith, Mayor of the City of DeKalb

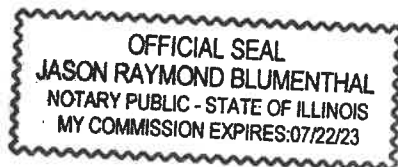
STATE OF ILLINOIS)
) ss.
COUNTY OF DEKALB)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that 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 26th day
of February, 2020



Notary Public



EASEMENT OF PART OF JOHN STREET

A permanent nonexclusive easement is hereby reserved for and granted to the City of DeKalb, DeKalb County, Illinois, and to all public utility companies and other companies of any kind operating under franchise granting them easement rights and to their successors and assigns in, on, across, over, under, and through the areas shown by diagonal lines and labeled "Utility Easement" on the attached Plat of Easement for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining electrical, gas, telephone, or other utility lines or appurtenances, sanitary sewers, storm sewers, water mains, and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes, and, without limitation, such other installations as may be required to furnish public utility service or other franchise services to the platted area, and such appurtenances and additions thereto as the City and Utilities may deem necessary, together with the right of access across the lots and real estate included in the attached document for the necessary persons and equipment to do any or all of the above work. If an easement is used for storm or sanitary sewers, other utility installations shall be subject to the prior approval of the City of DeKalb, Illinois so as not to interfere with the municipal facilities.

Granted By:



Bill Nicklas
City Manager

PLAT OF EASEMENT

PART OF JOHN STREET
PLAT OF SPANGENBERG'S
ADDITION TO THE CITY OF DEKALB
CITY OF DEKALB, ILLINOIS
DEKALB COUNTY, ILLINOIS

JOHN STREET

LINCOLN WAY

LOT 3

SPANGENBERG'S ADDITION
(Book "C" Page 9)

S.89°51'40"E.

S.89°51'40"E. 59.88' M.

BLOCK 2

LOT 2

PIN: 08-22-251-024

LOT 1

North Right of Way Line of IL Rt. 38 as
conveyed to the People of the State of
Illinois, Department of Transportation by
Document No. 2007006063

PLACE OF BEGINNING

South Line Lot 1

8.89'

N.87°10'17"W.
39.30' M.

WEST LINCOLN HIGHWAY
(IL. ROUTE 38)

UTILITY EASEMENT

N.0°08'48"E. 94.11' M.

S.0°03'21"W. 101.78' M.

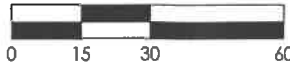
BLOCK 1

LOT 1

PIN: 08-22-276-009

LOT 2

SPANGENBERG'S ADDITION
(Book "C" Page 9)



Legal Description:

Part of John Street as dedicated upon the Plat of Spangenberg's Addition to the City of DeKalb, according to the Plat thereof recorded on September 11, 1895 in Book "C" of Plats on page 9 in the Recorder's Office of DeKalb County, Illinois, that part of John Street lying East of Lots One (1) and Two (2) in Block Two (2), lying West of Lot One (1) in Block One (1), lying South of the Easterly extension of the North line of Lot Two (2) in Block Two (2) and lying North of the North right of way line of West Lincoln Highway (Illinois Route 38), bounded and described as follows, to-wit: Beginning at a point on the East line of said Lot One (1) in Block Two (2), a distance of 8.89 feet North of the Southeast corner of said Lot One (1); thence North 00 degrees 08 minutes 48 seconds East, along the East line of said Lots One (1) and Two (2) in Block Two (2), a distance of 94.11 feet to the Northeast corner of said Lot Two (2); thence South 89 degrees 51 minutes 40 seconds East along the Easterly extension of the North line of said Lot Two (2) a distance of 59.88 feet to the West line of Lot One (1) in Block One (1) of aforesaid Spangenberg's Addition; thence South 00 degrees 05 minutes 21 seconds West, along the West line of said Lot One (1), a distance of 101.78 feet to the North right of way line of West Lincoln Highway (Illinois Route 38); thence North 74 degrees 08 minutes 42 seconds West along the North right of way line of West Lincoln Highway (Illinois Route 38) as conveyed to the People of the State of Illinois, Department of Transportation, by Document Number 2007006063 as recorded in the Recorder's Office of DeKalb County, Illinois, a distance of 21.53 feet; thence North 87 degrees 10 minutes 17 seconds West along said right of way line a distance of 39.30 feet to the place of beginning. Situated in the County of DeKalb and State of Illinois. Containing 5,774 Sq. Ft. more or less.



700 WEST LOCUST ST., BELVIDERE, ILLINOIS 61008
PHONE: (815) 547-8435, FAX: (815) 544-0421
ILLINOIS DESIGN FIRM NO. 184-001260

Certificate of the Publisher

Daily Chronicle

Description: JOHN STREET VACATE
1749294

CITY OF DEKALB LEGAL DEPT.
ATTN: BETH PATRICK
200 S FOURTH ST
DEKALB IL 60115

Shaw Media certifies that it is the publisher of the Daily Chronicle. The Daily Chronicle is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of DeKalb, County of DeKalb, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Daily Chronicle, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on
02/06/2020

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its publisher, at DeKalb, Illinois, on
6th day of February, A.D. 2020

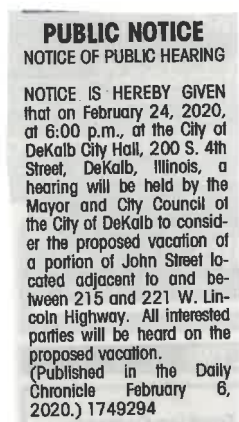
Shaw Media By:

Laura Shaw

Laura Shaw, Publisher

Account Number 40609

Amount \$42.78



DOUGLAS J. JOHNSON
DEKALB COUNTY RECORDER
PLAT ACT AFFIDAVIT

State of Illinois

} ss

County of DeKalb

Tim Ball, being duly sworn on oath, states that he resides at
2045 Aberdeen Sycamore IL 60178.

And further states that: **(please check the appropriate box)**

☒ That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or

B. ☐ That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: **(please circle the appropriate number)**

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances.
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
9. The sale is of a single lot of less than 5 acres from a larger tract, and a survey has been made by an Illinois Registered Land Surveyor, and the sale is not a sale of any subsequent lot or lots from the same larger tract of land as determined by the dimensions and configuration of the larger tract on October 01, 1973; and further, local requirements applicable to the subdivision of land have been met.

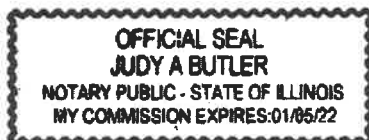
Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of DeKalb County, Illinois, to accept the attached deed for recording.

[Signature]

Signature of Affiant

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 18th DAY OF March, 2020

[Signature]
Signature of Notary Public





*First American Title*TM

Illinois Agent Issued Seller Closing Protection Letter

3/16/2020

City of DeKalb
200 S 4th St
DeKalb, IL 60115
Phone:
Fax:

Transaction File Number (hereafter, "the Real Estate Transaction"): 00030472

Buyer/Borrower: Richoz Enterprises, LLC
Property Address: PT VAC JOHN ST, DEKALB, IL 60115

Name of Issuing Agent or Approved Attorney ("title insurance agent"):

American Title Guaranty, Inc.
2045 Aberdeen Court
Suite B
Sycamore, IL 60178

Re: Seller Closing Protection Letter

Dear Sir or Madam:

First American Title Insurance Company (the "Company") agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss not to exceed the amount of the settlement funds deposited with the title insurance agent and incurred by you, the Seller/Lessor in connection with the closing of the Real Estate Transaction conducted by the title insurance agent of the Company provided:

- (A) A title insurance policy of the Company is issued in connection with the closing of the Real Estate Transaction;
- (B) You are to be the (i) Seller of an interest in land, or (ii) Lessor of an interest in land; and
- (C) The aggregate of all funds you transmit to, or are to receive from the title insurance agent for the Real Estate Transaction does not exceed \$2,000,000.00 on a nonresidential transaction; and provided the loss arises out of:
 - 1. Failure of the title insurance agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to that interest in land or including the obtaining of documents and the disbursement of funds necessary to establish the status of title, or (b) the obtaining of any other documents, specifically required by you, but only to the extent the failure to obtain the other documents affects the status of the title to that interest in land and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other documents, or

Validation Code: 256e24b3-59d4-43

Online Validation: <https://agency.myfirstam.com/validation/>

Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361



First American Title™

2. Fraud, dishonesty, or negligence of the title insurance agent in handling funds or documents in connection with closings to the extent that the fraud, dishonesty, or negligence relates to the status of the title to the interest in land or, in the case of a Seller/Lessor, to the extent that the fraud, dishonesty, or negligence relates to funds paid to the Seller/Lessor or on behalf of the Seller/Lessor.

Conditions and Exclusions:

1. The Company will not be liable for loss arising out of:
 - A. Failure of the title insurance agent to comply with your written closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent.
 - B. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the title insurance agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
 - C. Defects, liens, encumbrances, mechanics' and materialmen's liens, or other matters in connection with the Real Estate Transaction if it is a sale, lease or loan transaction except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.
 - D. Fraud, dishonesty or negligence of your employee, agent, attorney, broker, buyer/borrower/lessee, borrower's lender or warehouse lender.
 - E. Your settlement or release of any claim without the written consent of the Company.
 - F. Any matters created, suffered, assumed or agreed to by you or known to you.
 - G. The title insurance agent of the Company acting as a Qualified Intermediary/Accommodator pursuant to IRC 1031, Like Kind Exchanges. However, the Company is liable for the acts or omissions of the title insurance agent pursuant to the coverage's afforded by this Closing Protection Letter if the title insurance agent fails to follow written instructions directing the disbursement of exchange funds to a third party Qualified Intermediary/Accommodator. The terms and conditions of this Closing Protection Letter extend only to the disbursement of exchange funds to a designated Qualified Intermediary/Accommodator disclosed in written instructions and not to the subsequent acquisition of the replacement property as defined in IRC 1031, Like Kind Exchanges.
2. When the Company shall have reimbursed you pursuant to this Closing Protection Letter it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.

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Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361



First American Title™

3. The title insurance agent is the Company's agent only for the limited purpose of issuing title insurance policies. The title insurance agent is not the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for your losses arising from closing or settlement services is strictly limited to the protection expressly provided in this Closing Protection Letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to the Real Estate Transaction other than the tile insurance agent pursuant to this Closing Protection Letter; the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies issued by the title insurance agent in connection with the Real Estate Transaction
4. You must promptly send written notice of a claim under this letter to the Company at its principal office, First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. The company is not liable for a loss if the written notice is not received within one year from the date of the closing. from the date of the closing.

Any previous Closing Protection Letter or similar agreement is hereby cancelled with respect to the Real Estate Transaction.

First American Title Insurance Company

BY:

Phillip Sholar, SVP, Director of Underwriting

Validation Code: 256e24b3-59d4-43

Online Validation: <https://agency.myfirstam.com/validation/>

Agency Support Center - 8605 Largo Lakes Dr., Suite 100, Largo, FL 33773, 1-866-701-3361



A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN:				
		1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
		6. FILE NUMBER: 00030472			7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.						
D. NAME AND ADDRESS OF BORROWER:		E. NAME AND ADDRESS OF SELLER:		F. NAME AND ADDRESS OF LENDER:		
Richoz Enterprises, LLC 1125 Glidden St DeKalb, IL 60115		City of DeKalb 200 S 4th St DeKalb, IL 60115				
G. PROPERTY LOCATION:		H. SETTLEMENT AGENT:			I. SETTLEMENT DATE:	
pt vac John St DeKalb, IL 60115 De Kalb County, Illinois		American Title Guaranty, Inc.			March 16, 2020	
		PLACE OF SETTLEMENT				
		2045 Aberdeen Ct Ste B Sycamore, IL 60178				
J. SUMMARY OF BORROWER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:				400. GROSS AMOUNT DUE TO SELLER:		
101. Contract Sales Price		8,500.00		401. Contract Sales Price		8,500.00
102. Personal Property				402. Personal Property		
103. Settlement Charges to Borrower (Line 1400)		390.00		403.		
104.				404.		
105.				405.		
Adjustments For Items Paid By Seller in advance				Adjustments For Items Paid By Seller in advance		
106. City/Town Taxes to				406. City/Town Taxes to		
107. County Taxes to				407. County Taxes to		
108. Assessments to				408. Assessments to		
109.				409.		
110.				410.		
111.				411.		
112.				412.		
120. GROSS AMOUNT DUE FROM BORROWER		8,890.00		420. GROSS AMOUNT DUE TO SELLER		8,500.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Deposit or earnest money				501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)				502. Settlement Charges to Seller (Line 1400)		783.00
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to		
204.				504. Payoff of first Mortgage		
205.				505. Payoff of second Mortgage		
206.				506.		
207.				507.		
208.				508.		
209.				509.		
Adjustments For Items Unpaid By Seller				Adjustments For Items Unpaid By Seller		
210. City/Town Taxes to				510. City/Town Taxes to		
211. County Taxes to				511. County Taxes to		
212. Assessments to				512. Assessments to		
213.				513.		
214.				514.		
215.				515.		
216.				516.		
217.				517.		
218.				518.		
219.				519.		
220. TOTAL PAID BY/FOR BORROWER				520. TOTAL REDUCTION AMOUNT DUE SELLER		783.00
300. CASH AT SETTLEMENT FROM/TO BORROWER:				600. CASH AT SETTLEMENT TO/FROM SELLER:		
301. Gross Amount Due From Borrower (Line 120)		8,890.00		601. Gross Amount Due To Seller (Line 420)		8,500.00
302. Less Amount Paid By/For Borrower (Line 220)		(602. Less Reductions Due Seller (Line 520)		(783.00
303. CASH (X FROM) (TO) BORROWER		8,890.00		603. CASH (X TO) (FROM) SELLER		7,717.00

L. SETTLEMENT CHARGES										
700. TOTAL COMMISSION Based on Price				\$	@	%		PAID FROM BORROWERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT	
Division of Commission (line 700) as Follows:										
701. \$		to								
702. \$		to								
703. Commission Paid at Settlement										
704.					to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN										
801. Loan Origination Fee				%	to					
802. Loan Discount				%	to					
803. Appraisal Fee					to					
804. Credit Report					to					
805. Lender's Inspection Fee					to					
806. Mortgage Ins. App. Fee					to					
807. Assumption Fee					to					
808.										
809.										
810.										
811.										
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE										
901. Interest From				to	@	\$	/day	(days	%)
902. Mortgage Insurance Premium				for	months	to				
903. Hazard Insurance Premium				for	1.0	years	to			
904.										
905.										
1000. RESERVES DEPOSITED WITH LENDER										
1001. Hazard Insurance				@	\$		per			
1002. Mortgage Insurance				@	\$		per			
1003. City/Town Taxes				@	\$		per			
1004. County Taxes				@	\$		per			
1005. Assessments				@	\$		per			
1006.				@	\$		per			
1007.				@	\$		per			
1008.				@	\$		per			
1100. TITLE CHARGES										
1101. Settlement or Closing Fee				to	American Title Guaranty, Inc.			100.00		100.00
1102. Abstract or Title Search				to						
1103. Title Examination				to						
1104. Title Insurance Binder				to						
1105. Document Preparation				to						
1106. Notary Fees				to						
1107. Attorney's Fees				to	Cebula Law Office			200.00		
(includes above item numbers:)					
1108. Title Insurance				to	American Title Guaranty			0.00		435.00
(includes above item numbers:)					
1109. Lender's Coverage				\$						
1110. Owner's Coverage				\$	8,500.00			435.00		
1111. CPL Fees				to	American Title Guaranty, Inc.			25.00		50.00
1112.										
1113.										
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES										
1201. Recording Fees: Deed				\$	65.00	; Mortgage	\$		65.00	
1202. City/County Tax/Stamps: Deed						0.00	; Mortgage			
1203. State Tax/Stamps: Deed						0.00	; Mortgage			
1204. State of IL-DFI Policy Fee				to	American Title Guaranty, Inc.					3.00
1205. Rec Ordinance & Vacation/Ease				to	De Kalb County Recorder					195.00
1300. ADDITIONAL SETTLEMENT CHARGES										
1301. Survey				to						
1302. Pest Inspection				to						
1303.										
1304.										
1305.										
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)								390.00		783.00

Certified to be a true copy.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower : Richoz Enterprises, LLC

Seller: City of DeKalb

Settlement Agent: American Title Guaranty, Inc.
(815)756-3611

Place of Settlement: 2045 Aberdeen Ct Ste B
Sycamore, IL 60178

Settlement Date: March 16, 2020

Property Location: pt vac John St
DeKalb, IL 60115
De Kalb County, Illinois

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement

Richoz Enterprises, LLC

BY: 

City of DeKalb

BY: 
Curt Thayer

To the best of my knowledge, the HUD-1 Settlement Statement is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



American Title Guaranty, Inc.
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND IN WHITE PAPER

AMERICAN TITLE GUARANTY, INC.

TRUST / ESCROW

2045 ABERDEEN CT., STE. B
SYCAMORE, IL 60178

RESOURCE BANK, NA
CORTLAND DEKALB GENOA
HINCKLEY MALTA SYCAMORE

70-1435/719

149026

00030472
Closing Proceeds

—Seven Thousand Seven Hundred Seventeen and 00/100—

Dollars

DATE

AMOUNT

March 16, 2020

\$ *****7,717.00

VOID AFTER 180 DAYS

PAY
TO THE
ORDER OF City of DeKalb
200 S 4th St
DeKalb, IL 60115

Hardy K Barnes

HP

Security Features Included Details on back.

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COLOR REACTIVE INK

American Title Guaranty, Inc.
Agency/Escrow-Disbursement Agreement

RE: City of DeKalb and Richoz Enterprises, LLC
Seller Buyer

Property commonly known as: pt vac John St, DeKalb IL 60115

1. We understand and agree that American Title Guaranty, Inc., does not represent either the Seller or the Buyer as an attorney and is only acting upon written direction of the lender and the parties hereto. Furthermore, if we are choosing to close this transaction without the assistance of legal counsel, we hereby declare that we have made said decision with the full knowledge of the ramifications of not relying on legal counsel and have made said decision willingly.

2. We, the Seller and Buyer direct you to make disbursements for this transaction, pursuant to the ALTA Settlement Statement. ("Settlement Statement")

3. We understand that if this statement is signed by an attorney, the attorney affirmatively warrants that (s)he has the authority to receive copies of the attached Settlement Statement. Delivery of the attached Settlement Statement to the attorney is delivery to their client.

4. The Buyer directs you to make the disbursements only when American Title Guaranty, Inc. is able to issue an ALTA owners title policy insuring the fee simple title of the Buyer, subject only to:

- A. General Real Estate Taxes 2019 and thereafter.
- B. Schedule B Special Exceptions 1-9.
- C. The mortgage made by the Buyer in this transaction.

Seller/

5. Buyer will pay the \$ 200.00 escrow fee for this service.

6. Seller agrees to reimburse American Title Guaranty, Inc. for any additional fees required by the existing lender to obtain the release of any current mortgage. The Seller and Buyer agree that all disbursements by American Title Guaranty, Inc., regardless of when made, are predicated upon receipt and collection of the Buyer's mortgage proceeds and any other amounts due from them in accordance with the lender's closing instructions and the attached Settlement Statement.

7. American Title Guaranty, Inc. shall be under no duty to invest or reinvest any cash held by it under this Agreement. American Title Guaranty, Inc. shall have the full right, power and authority to commingle all cash deposits or part thereof with its other Escrow deposits. All income derived from any use which American Title Guaranty, Inc. may make of these deposits shall belong to American Title Guaranty, Inc.

8. The parties, if requested by American Title Guaranty, Inc., will promptly cooperate and adjust for clerical errors on any documents executed as part of this transaction.

9. The Foreign Investment in Real Property Tax Act of 1980 as amended by the Tax Reform Act of 1984 places special requirements for tax reporting and withholding on the parties to a real estate transaction where the Seller is a foreign person. This includes non-resident aliens and non-domestic corporations, partnerships and estates. The parties are seeking an attorney's, accountants, or other tax specialist's opinion concerning the effect of this Act on this transaction. They are not acting on any statements made or omitted by American Title Guaranty, its employees, agents or representatives.

10. To ensure compliance with Public Act #87-1197, we, the Seller and Buyer, agree that if we, individually or through our agent(s), have failed to produce the documents which are to be recorded as a consequence of this transaction, American Title Guaranty, Inc., is hereby authorized to charge the maximum recording fee required pursuant to said public act. In the event that the actual recording fee for any document is less than said charge, American Title Guaranty, Inc. agrees to refund said excess funds to the contributing party at the time of recording said document(s).



Seller *City Money*



Buyer

Seller



Buyer

FIRST AMERICAN TITLE
ALTA (2006) LOAN AND EXTENDED COVERAGE STATEMENT (ILLINOIS FORM)

Commitment # _____

Date: _____

With respect to the land described in the above Commitment the Signatories herein, make the following statements to induce First American Title Insurance Company or its Agents to issue the subject title policy or policies, now or in the future.

STATEMENT OF SELLER(S) AND PURCHASER(S)

The Seller(s) and Purchaser(s) certify:

- 1) No contracts for the furnishing of any labor or material to the land or the improvements thereon have been let that have not been fully performed and satisfied;
- 2) No labor or materials have been furnished within the previous six months that has not been paid in full;
- 3) No security agreements or leases in respect to any goods or chattels that have or will become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied;
- 4) There are no unrecorded leases to which the land may be subject are for more than a three-year term or contain an option to purchase, right of renewal, right of first refusal or other unusual provisions;
- 5) There are no unrecorded contracts, deed, mortgage, lines of credit, leases or options affecting the subject property;
- 6) No special assessments affect the land and no notice has been received of any proposed special assessments or common expense assessments;
- 7) No homeowners association affects the land;
- 8) The only occupants of the subject property are the Sellers or Purchasers;
- 9) No proceedings in bankruptcy or receivership or other action in any state or federal court affecting the property are pending.

The above certifications are true except for: _____

STATEMENT OF MORTGAGOR(S)

The Mortgagor(s), if any, certifies that the mortgage and the principal obligations it secures are good, valid, and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited. This certification is made to enable the holder or holders, from time to time, of the mortgage, and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the Purchasers or Pledges thereof against any defenses thereto by the Mortgagor or the Mortgagor's heirs, personal representative or assigns.

Individuals/Beneficiaries of Trust or Seller(s)

City of Decatur

Individuals/Beneficiaries of Trust or Purchaser(s)

Richer Enterprises, LLC

Corporations

IN WITNESS WHEREOF, City of Decatur has caused

these presents to be signed by its Attorney
President and attested by its Attorney
Secretary under its corporate seal on the above date.

By: [Signature] President Attorney
Attest: [Signature] Secretary Attorney

Corporations

IN WITNESS WHEREOF, Richer Enterprises, LLC has caused

these presents to be signed by its
President and attested by its
Secretary under its corporate seal on the above date.

By: [Signature] President
Attest: [Signature] Secretary

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan, secured by the mortgage insured under the loan policy to be issued pursuant to the above Commitment, were fully disbursed to or on the order of the Mortgagor on _____. To the best knowledge and belief of the undersigned, the proceeds will not be used to finance future improvements or repairs on the land.

Date: _____ Signature: _____



First American

ALTA 2006 EXTENDED SURVEY COVERAGE AFFIDAVIT (ILLINOIS FORM)

File No.

This affidavit is given to First American Title Insurance Company or authorized Agent as an inducement to issue extended coverage on the proposed Owner's and/or Loan Policies over questions of survey, encroachments, and easements not shown of record. The undersigned owners of record, sellers, or mortgagors, being duly sworn on oath, states as follows:

1. There have been no new improvements made to the property covered by the commitment since the survey of said property attached hereto;
2. I/We have not entered into any unrecorded agreements granting utility or other easements over, across, or under the land to any public or quasi-public utility or to any other person;
3. I/We have not received any notice of unrecorded utility or other easements over, across, or under the land;
4. I/We have not received any notice or obtained any knowledge of the exercise or attempted exercise of unrecorded utility rights or other unrecorded easement rights by any public or quasi-public utility or by any other person over, across, or under the land;
5. AND, I/We certify that the improvements (house, garage, outbuildings, fences, etc.) on the subject property are within the boundary, easement and set back lines, if any, of said property, and that there are no encroachments (house, garage, outbuildings, fences, walkways, driveways, eaves, drains, etc.) of improvements on adjoining property onto our property and there are no outstanding issues by adjoining property owners against us, nor by us against any adjoining property owner, as to the location of boundary lines or disputes as to occupancy of any portions of our property or their property. (Use space below to explain any disputes. Attach extra sheets if necessary)

Individuals/Beneficiaries of Trust or Seller(s)

City of Dekalb

Individuals/Beneficiaries of Trust or Purchaser(s)

Richard Enterprises, LLC

Corporations

IN WITNESS WHEREOF, City of Dekalb has caused
these presents to be signed by its Attorney
President and attested by its Attorney
Secretary under its corporate seal on the above date.
By: [Signature] President Attorney
Attest: [Signature] Secretary Attorney

Corporations

IN WITNESS WHEREOF, Richard Enterprises, LLC has caused
these presents to be signed by its Attorney
President and attested by its Attorney
Secretary under its corporate seal on the above date.
By: [Signature] President Attorney
Attest: [Signature] Secretary Attorney

I, the undersigned, a Notary Public DO HEREBY CERTIFY THAT personally
known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person
acknowledged that he/she/they has/have signed, sealed and delivered said instrument as his/her/their free and voluntary act(s) for the
purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 20____.

Notary Public