

RESOLUTION 2020-089

PASSED: AUGUST 10, 2020

**APPROVING A SETTLEMENT AGREEMENT AND THE ACCEPTANCE
OF A DEED IN LIEU OF FORECLOSURE FOR 1015 BLACKHAWK
DRIVE, DEKALB, ILLINOIS (CAMPUS CINEMA).**

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, Case Number 2017 MR 463 in the Circuit Court of DeKalb County (the "Litigation") concerns an action for demolition and remediation pursuant to 65 ILCS 5/11-31-1, et seq., regarding the Campus Cinema building (the "Building") located on property at 1015 Blackhawk Drive, DeKalb, IL 60115, PIN 08-15-151-000, which is legally described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the parties to the Litigation have negotiated a Settlement Agreement in the form attached hereto and incorporated herein as Exhibit B (the "Settlement Agreement") to fully compromise their dispute and avoid the time and expense attendant to the Litigation; and

WHEREAS, pursuant to the terms of the Settlement Agreement, the City shall pay \$375,000.00 for the demolition of the Building and remediation of environmental hazards and debris from the Property in exchange for a consent judgment resolving the Litigation in the City's favor, the City's lien on the Property, the conveyance of the Property to the City by a deed in lieu of foreclosure of said lien (the "Agreement for Deed in Lieu of Foreclosure"), and the release of all claims relating to the Property; and

WHEREAS, the City intends to use the Property to advance a public purpose including, but not limited to, the City's promotion of economic recovery and revitalization; and

WHEREAS, the City's Corporate Authorities find that the approval of the Settlement Agreement and the acceptance of the deed in lieu of foreclosure for the Property is in the public interest and promotes the public health, safety and welfare;

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

SECTION 1: The recitals to this Resolution are true, material, adopted, and incorporated herein as Section 1 to this Resolution.

SECTION 2: The City's Corporate Authorities approve and ratify the Settlement Agreement in the same form as Exhibit B attached hereto and incorporated herein, and further direct the City Manager and City Attorney to execute the Settlement Agreement and to take all other acts which may be necessary to effectuate the Settlement Agreement.


SECTION 3: The City's Corporate Authorities, by a $\frac{3}{4}$ vote of the Corporate Authorities then holding office, approve and ratify the Agreement for Deed in Lieu of Foreclosure in the same or substantially similar form as Exhibit C to the Settlement Agreement, and further direct the City Manager and City Attorney to execute the Agreement for Deed in Lieu of Foreclosure, and for the City Clerk or Executive Assistant to attest said agreement, and for the City Manager and City Attorney to take all other acts which may be necessary to effectuate the Agreement for Deed in Lieu of Foreclosure and conveyance of the Property to the City.

SECTION 4: This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the Corporate Authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 5: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 10th day of August 2020 and approved by me as Mayor on the same day. Passed 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 OF THE PROPERTY)

The Property is legally described as follows:

LOT 706 IN THE TWELFTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "R" OF PLATS, PAGE 9, ON APRIL 14, 1976, AS DOCUMENT NO. 392887, IN DEKALB COUNTY, ILLINOIS.

Common Address: 1015 Blackhawk Drive, DeKalb, IL 60115
PIN: 08-15-151-000

EXHIBIT B
(THE SETTLEMENT AGREEMENT)

WHEREAS, the Building is beyond reasonable repair under Illinois law because the estimated cost of repairs is approximately \$1,799,555.00, the cost of demolition is approximately \$375,000.00, and the estimated as-is value of the Property is approximately \$320,000.00; and

WHEREAS, the Parties made and entered into this Settlement Agreement (the "Agreement") to fully compromise their dispute in the above-captioned matter, remediate the Building, and avoid the time and expenses attendant to further litigation.

THEREFORE, it is hereby agreed by and among the Parties as follows:

Section 1: Recitals. The above-mentioned recitals are true, accurate, material, and incorporated herein by reference as Section 1 to this Agreement.

Section 2: Consent Judgment. Within 7 days of the effective date of this Agreement, the Parties shall petition the Circuit Court of DeKalb County (the "Court") for the entry of an agreed order in the same or substantially similar form as Exhibit B attached hereto and incorporated herein (the "Agreed Order"). The Agreed Order shall include, but may not be limited to, the following: (1) a finding that the Building is dangerous and unsafe and beyond reasonable repair; (2) an order of judgment in favor of the City and against Defendant; (3) an order requiring Defendant to demolish the Building, remediate mold and any other environmental hazards, and remove all garbage, debris, and other hazardous, noxious or unhealthy substances or materials from the Building and the Property in accordance with all applicable City codes, ordinances, rules and regulations within 90 days of the date of the entry of the Agreed Order (the "Defendant's Demolition"); (4) in the event of Defendant's failure to comply with Defendant's Demolition as determined by the Court, an order allowing the City to demolish the Building, remediate mold and any other environmental hazards, and remove all garbage, debris, and other hazardous, noxious or unhealthy substances or materials from the Building and the Property (the "City's Demolition");

and (5) pursuant to 65 ILCS 5/11-31-1(a), the entry of an award of judgment and lien in the City's favor in the amount of \$400,000.00 for the cost of the demolition, repair, enclosure, removal, court costs, attorney's fees and other costs related to the enforcement of this action that were incurred by the City (the "Demolition Lien").

Section 3: Deed in Lieu of Foreclosure. Within 7 days of the date of the entry of the Agreed Order, the City shall file and record the Demolition Lien with the DeKalb County Recorder's Office. Within 7 days of the recorded date of the Demolition Lien, the Parties shall execute an agreement for a deed in lieu of foreclosure in the same or substantially similar form as Exhibit C attached hereto and incorporated herein (the "Deed in Lieu of Foreclosure"). The Deed in Lieu of Foreclosure shall include, but may not be limited to, the following: (1) the Trust's conveyance of the Property to the City by special warranty deed in lieu of foreclosure of the Demolition Lien; and (2) the closing shall take place no later than 90 days of the execution of the agreement for the Deed in Lieu of Foreclosure.

Section 4: Demolition Fees. The City shall waive all applicable fees and costs, excluding any insurance or bond requirements, imposed by the City relating to Defendant's Demolition. Upon entry of the Agreed Order and the Parties' execution of the Deed in Lieu of Foreclosure, the City shall issue a check made payable to "Mark Johnson" (Defendant's Attorney) in the amount of \$375,000.00 to be held in his IOLTA trust account for the benefit of Pete Occhipinti and Defendant as payment for Defendant's Demolition (the "Payment"). The Payment shall be released to Pete Occhipinti in the following manner: (1) 50% of the Payment (i.e., \$187,500.00) upon the Building having been knocked down and the removal/remediation of all environmental hazards, but not including the removal of building materials, garbage, and debris from the Property as certified in writing by the City's Chief Building Official or designee; and (2) the remaining 50%

of the Payment upon the removal of any and all building materials, garbage and debris as certified in writing by the City's Chief Building Official or designee that Defendant's Demolition is complete. The City's Chief Building Official or designee shall not unreasonably withhold the certification of Defendant's Demolition (the "Certification of Defendant's Demolition"). The Payment shall not exceed \$375,000.00 for Defendant's Demolition, regardless of any circumstances. Except as may otherwise be provided herein for the 50% completion of Defendant's Demolition, in the event of the City's Demolition, the City shall not be obligated to make any payment whatsoever to Pete Occhipinti or Defendant, regardless of the costs, expenses, liabilities, detrimental reliance interests, and actual work incurred, undertaken or performed by Pete Occhipinti, Defendant, or their agents, employees, contractors, and assigns.

Section 5: Release and Satisfaction of Judgment. Within a reasonable period of time following the execution of this Agreement, the entry of the Agreed Order, the conveyance of the Deed in Lieu of Foreclosure, and either the Certification of Defendant's Demolition or the City's Demolition, the City shall execute a Release and Satisfaction of Judgment, pursuant to 735 ILCS 5/12-183, in the form requested by Defendant, provided that Defendant's attorney shall make said request in writing to the City Attorney.

Section 6: Release. Plaintiff and Defendant, on advice of counsel, understand and agree that, in consideration of this Agreement, they hereby release and forever discharge all causes of action and claims relating to or arising out of the above-captioned matter, the Property, and the Building, except for all causes of action and claims relating to or arising out of this Agreement and the Deed in Lieu of Foreclosure, that they had against each other and their respective present and past officers, owners, members, managers, agents, and employees. Nothing in this Agreement shall release or otherwise impair the Parties from maintaining causes of action or claims against each

other arising out of a breach of this Agreement and the Deed in Lieu of Foreclosure.

Section 7: Entire Agreement; Sole Authority.


A. This Agreement contains the entire agreement between the parties and shall be construed and interpreted in accordance with Illinois law, and the terms contained herein shall not be construed against the party merely because that party was the principal draftsman.

B. The parties represent and warrant that no other person or entity has any interest in the claims or causes of action referred to herein, and the Parties have the sole and exclusive authority to execute this Agreement.


Section 8: Mutual Cooperation. The parties agree to cooperate and to take any additional actions which are consistent with and may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement. In any action to enforce this Agreement, the prevailing party shall be entitled to payment of its reasonable attorney's fees and court costs.

Agreed to as of the 10th day of August, 2020.


PLAINTIFF CITY OF DEKALB


Bill Nicklas, City Manager


DEFENDANT "TRUST"

WEST SUBURBAN BANK
NOT PERSONALLY BUT AS
TRUSTEE MT. NO. 12128
BY 
TRUST OFFICER

West Suburban Bank, as Trustee under Trust
No. 12128 dated September 12, 2001


Pete Occhipinti, as the sole Settlor and
Beneficiary of the Trust

Approved as to Form:


Matthew D. Rose, City Attorney

9501 W. Devon Ave., Ste. 702
Rosemont, IL 60018
Phone: (312) 541-1078
Email: mrose@drlawpc.com

Approved as to Form:


Mark Johnson, Attorney for Defendant

321 W. State St., Ste. 301
Rockford, IL 61101
Phone: 815-965-6781
Email: marklaw@aol.com

EXHIBIT A
(LEGAL DESCRIPTION OF THE PROPERTY)

The Property is legally described as follows:

LOT 706 IN THE TWELFTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "R" OF PLATS, PAGE 9, ON APRIL 14, 1976, AS DOCUMENT NO. 392887, IN DEKALB COUNTY, ILLINOIS.

Common Address: 1015 Blackhawk Drive, DeKalb, IL 60115
PIN: 08-15-151-000

EXHIBIT B
(FORM OF AGREED ORDER)

(This page is intentionally left omitted)

**IN THE CIRCUIT COURT FOR THE TWENTY THIRD JUDICIAL CIRCUIT
DEKALB COUNTY, ILLINOIS**

**CITY OF DEKALB, an Illinois home rule)
municipal corporation,)
Plaintiff,)**

vs.)

**WEST SUBURBAN BANK, as Trustee)
under Trust No. 12128 dated September)
12, 2001, et al.)
Defendants.)**

Case No. 17 MR 463

Hon. Bradley Waller

**FILED
IN OPEN COURT**

AUG 04 2020

**Maureen A. Josh
Clerk of the Circuit Court
DeKalb County, Illinois**

AGREED ORDER

This matter coming to be heard on the agreement of Plaintiff City of DeKalb (the "City" or "Plaintiff"), an Illinois municipal corporation, and Defendant West Suburban Bank, as Trustee under Trust No. 12128 dated September 12, 2001 (the "Trust" or "Defendant"), collectively referred to herein as the "Parties", by and through their respective attorneys, due notice having been given and the Court being fully advised in the premises that the Parties have attained a settlement of this matter, it is hereby ordered that:

1. The Court finds, and the Parties stipulate and agree to, the following:

A. The above-captioned matter is an action for demolition and remediation pursuant to 65 ILCS 5/11-31-1, et seq., regarding the Campus Cinema building (the "Building") located on property at 1015 Blackhawk Drive, DeKalb, IL 60115, PIN 08-15-151-000 (the "Property"); and

B. Defendant is the sole record owner of the Property; and

C. The Building is a dangerous and unsafe structure within the meaning of 65 ILCS 5/11-31-1(a) for several reasons including, but not limited to: the existence of a partial roof collapse, water infiltration, mold, and inoperable mechanical systems (e.g., plumbing, HVAC, and electrical); and

D. The Building is beyond reasonable repair because the estimated cost of repairs is approximately \$1,799,555.00, the cost of demolition is \$375,000.00, and the estimated as-is value of the Property is approximately \$320,000.00; and

E. To date, the City's court costs, attorney's fees and other costs related to the enforcement of this action is \$25,000.00.

2. The Court orders, and the Parties stipulate and agree to, the following:

A. Judgment is entered in favor of the City and against Defendant on the City's Verified Petition for Demolition and Remediation Pursuant to 65 ILCS 5/11-31-1, et seq.; and

B. Pursuant to 65 ILCS 5/11-31-1(a), the City shall be awarded the cost of the demolition, repair, enclosure, removal, court costs, attorney's fees and other costs related to the enforcement of this action and a lien on the Property in the amount of \$400,000.00.

C. Defendant shall demolish the Building, remediate mold and any other environmental hazards, and remove all garbage, debris, and other hazardous, noxious or unhealthy substances or materials from the Building and the Property in accordance with all applicable City codes, ordinances, rules and regulations within 90 days of the date of the entry of this Agreed Order (the "Defendant's Demolition"); and

D. If this Court determines that Defendant failed to comply with Defendant's Demolition, the City shall be allowed to demolish the Building, remediate mold and any other environmental hazards, and remove all garbage, debris, and other hazardous, noxious or unhealthy substances or materials from the Building and the Property (the "City's Demolition").

3. This is a final and appealable order.

4. The Court shall retain jurisdiction of this matter to enforce this Agreed Order and the City's lien pursuant to 65 ILCS 5/11-31-1(c).

So stipulated and agreed on August 3, 2020:

/s/ Matthew D. Rose
Matthew D. Rose, City Attorney
9501 W. Devon Ave., Ste. 702
Rosemont, IL 60018
Phone: (312) 541-1078
Email: mrose@drlawpc.com

Date: 08-04-20

/s/ Mark Johnson
Mark Johnson, Attorney for Defendant
321 W. State St., Ste. 301
Rockford, IL 61101
Phone: 815-965-6781
Email: marklaw@aol.com

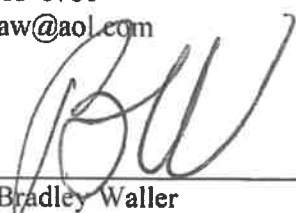
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Hon. Bradley Waller

EXHIBIT C
(FORM OF AGREEMENT FOR DEED IN LIEU OF FORECLOSURE)

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AGREEMENT FOR DEED IN LIEU OF FORECLOSURE

This Agreement is made and entered into this 10th day of August, 2020 ("Effective Date"), by and between the City of DeKalb (the "City"), an Illinois municipal corporation, and West Suburban Bank, as Trustee under Trust No. 12128 dated September 12, 2001 (the "Trust" or "Owner"), collectively referred to as the "Parties".

Recitals

WHEREAS, Owner holds fee simple title to the real property commonly known as 1015 Blackhawk Dr., DeKalb, IL 60115 and legally described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City holds a demolition lien recorded against the Property in the DeKalb County Recorder's Office as Document Number 2020007748 (the "Lien"), which memorializes the Owner's indebtedness to the City totaling \$400,000.00; and

WHEREAS, the City intended to foreclose on the Lien, but in order to avoid the time and expense of a foreclosure suit, to minimize further financial losses to the Parties, and to expedite the orderly transfer of ownership of the Property from the Owner to the City, the Parties agree to a donation of the Property to the City in lieu of foreclosure, subject to the terms and conditions set forth herein; and

WHEREAS, the City commits to use the Property to advance a public purpose, including the City's mission of promoting economic recovery and revitalization.

NOW THEREFORE, the Parties agree as follows:

Agreement

1. *Recitals.* All above-stated recitals are incorporated by reference herein.
2. *Conveyance of Property.* City will accept and record a Special Warranty Deed from the Owner (the "Deed") in lieu of foreclosure, in the same or substantially similar form as Exhibit B attached hereto and incorporated herein, conveying the Property to City, provided that:
 - a. All liens and encumbrances against the Property, except the Lien and any outstanding property taxes, have been released or otherwise extinguished; and
 - b. The Deed shall be in lieu of foreclosure of the Lien;
 - c. The Parties satisfy or obtain waivers of all local requirements reasonably required to effectuate the transfer of the Property to City; and
3. *Owner Acknowledgment and Representation.* Owner acknowledges that it has taken all desired steps to identify the current fair market value of the Property. Owner understands that the fair market value of the Property may exceed the value of Lien, and nevertheless Owner

believes and represents that the deed in lieu of foreclosure conveyance set forth herein is a reasonable, intended and voluntary act.

4. *Time is of the Essence; Closing.* Closing shall take place at a time and location agreed to by the Parties in writing. This Agreement shall become null and void and of no further force or effect in the event that the obligations of either Party set forth herein are not fully met and the conveyance closed within ninety (90) days of the date of this Agreement.

5. *Counterparts.* The Parties agree that this Agreement may be executed in multiple counterparts, which may be signed and delivered separately.

6. *Successors and Assigns.* This Agreement shall be binding on the heirs, administrators, executors, and assigns of the respective parties hereto.

7. *Rights of Inspection; Inspection Period.* City, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to Owner. City and its agents and representatives shall also have the right to enter upon the Property at any time related to this transaction, including inspecting, surveying, engineering, testing of mechanical systems, performance of environmental tests and such other work as City shall consider appropriate (the "Inspections"), provided that City shall hold Owner harmless and fully indemnify Owner against any damage, claim, liability or cause of action arising from or caused by the actions of City, its agents, or representatives upon the Property, and shall have the further right to make such inquiries of governmental agencies and utility companies, and to make such feasibility studies and analyses as it considers appropriate. Owner shall cooperate with City with respect to the Inspections, including but not limited to the execution of any documents reasonably necessary for such Inspections, provided that Owner shall bear no expense in connection therewith.


8. *Remedies.* If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to pursue specific performance, and it shall be entitled to an award of attorney's fees and costs if it is the prevailing party in any action pursuing specific performance.

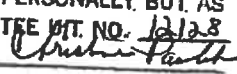
9. *Attorney Review.* The Parties' execution of this Agreement shall constitute acknowledgement by the Parties that each Party had the opportunity to retain and consult with legal counsel regarding the Agreement. Further, the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.


[Remainder Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

CITY


Bill Nicklas, City Manager

WEST SUBURBAN BANK
NOT PERSONALLY, BUT, AS
OWNER TRUSTEE WT. NO. 12128
BY 
TRUST OFFICER
West Suburban Bank, as Trustee under Trust
No. 12128 dated September 12, 2001

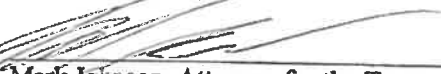

Pete Occhipinti, as the sole Settlor and
Beneficiary of the Trust

Approved as to Form:


Matthew D. Rose, City Attorney

9501 W. Devon Ave., Ste. 702
Rosemont, IL 60018
Phone: (312) 541-1078
Email: mrose@drlawpc.com

Approved as to Form:


Mark Johnson, Attorney for the Trust

321 W. State St., Ste. 301
Rockford, IL 61101
Phone: 815-965-6781
Email: marklaw@aol.com

THIS INSTRUMENT is executed by West Suburban Bank ("WSB") not personally or individually, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the statements, warranties, and representations set forth herein are made solely on information and belief without any independent inquiry or investigation by WSB and should be construed accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against WSB shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against WSB by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of WSB being expressly waived.

EXHIBIT A
(LEGAL DESCRIPTION OF THE PROPERTY)

The Property is legally described as follows:

LOT 706 IN THE TWELFTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "R" OF PLATS, PAGE 9, ON APRIL 14, 1976, AS DOCUMENT NO. 392887, IN DEKALB COUNTY, ILLINOIS.

Common Address: 1015 Blackhawk Drive, DeKalb, IL 60115
PIN: 08-15-151-000

EXHIBIT B
(FORM OF SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE)

SPECIAL WARRANTY DEED
Illinois Statutory

MAIL TO:

City of DeKalb
164 E. Lincoln Hwy
DeKalb, IL 60115

SEND FUTURE TAX BILLS TO:

City of DeKalb
164 E. Lincoln Hwy
DeKalb, IL 60115

Above space for Recorder's Use

THE GRANTOR, West Suburban Bank, as Trustee under Trust No. 12128 dated September 12, 2001, for and in consideration of the full satisfaction and release of, and in lieu of any foreclosure action taken with respect to, any and all lien(s) held by Grantee relating to the real property conveyed herein, CONVEYS and WARRANTS to the GRANTEE, City of DeKalb, an Illinois municipal corporation, with its office located at 164 E. Lincoln Highway, City of DeKalb, County of DeKalb 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 706 IN THE TWELFTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "R" OF PLATS, PAGE 9, ON APRIL 14, 1976, AS DOCUMENT NO. 392887, IN DEKALB COUNTY, ILLINOIS.

Common Address: 1015 Blackhawk Drive, DeKalb, IL 60115
PIN: 08-15-151-000

SUBJECT TO: covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments, 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 3rd day of September, 2020.

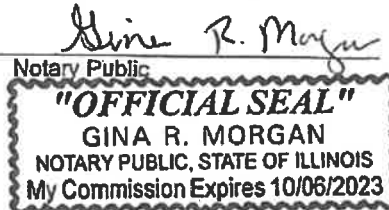
Christine Palk, Trust Officer
as agent of West Suburban Bank, as Trustee under
Trust No. 12128 dated September 12, 2001

Pete Occhipinti
Pete Occhipinti, as the sole settlor and beneficiary of
Trust No. 12128 dated September 12, 2001

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Pete Occhipinti, 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.

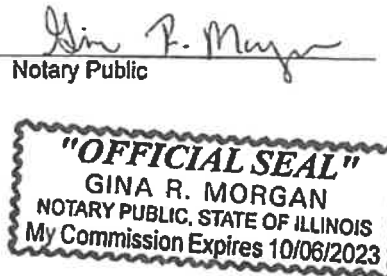
Given under my hand and official seal
this 7th day of Sept, 2020.



STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christian Farkas, as the agent of West Suburban Bank, as Trustee under Trust No. 12128 dated September 12, 2001, 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 3rd day of Sept, 2020.



STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

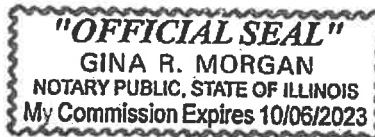
Dated September 3, 2020

Signature: *Christine Parker*
Grantor or Agent

SUBSCRIBED and SWORN to before me

this 3rd day of September, 2020.

Gina R. Morgan
NOTARY PUBLIC



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

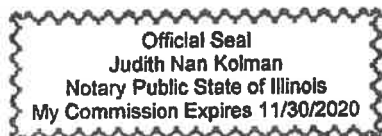
Dated September 8, 2020

Signature: *Matthew D. Hare*, as City Attorney
Grantee or Agent

SUBSCRIBED and SWORN to before me

this 8th day of September, 2020.

Judith Nan Kolman
NOTARY PUBLIC





First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: American Title Guaranty, Inc.
Issuing Office's ALTA® Registry ID:
Issuing Office: 2045 Aberdeen Ct Ste B, Sycamore, IL 60178
Customer Reference: 00030285
Commitment No.: 00030285
Property Address: Lot 1 DEK Subdivision Blackhawk Dr, DeKalb, IL 60115
Revision Date:

SCHEDULE A

1. Commitment Date: November 5, 2019 at 04:30 PM
2. Policy to be issued:
 - (a) ☒ ALTA Own. Policy (06/17/06)
Proposed Insured: City of DeKalb
Proposed Policy Amount: \$ 100,000.00
 - (b) ☐ ALTA Loan Policy (06/17/06)
Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
EmmaAndreacchi, as Trustee of The EmmaAndreacchi Revocable Living Trust, dated May 1, 2001
5. The Land is described as follows:
Lot 1 of DEK Subdivision, a subdivision of part of the Northwest Quarter of Section 15, Township 40 North, Range 4 East of the Third Principal Meridian, according to the plat thereof recorded November 15, 1978, in Book "S" of Plats, page 2, in DeKalb County, Illinois.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Brenda Jones
American Title Guaranty, Inc.

Issuing Agent
American Title Guaranty, Inc.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI & BII

Commitment No.: 00030285

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE - FOR INFORMATIONAL PURPOSES ONLY: To ensure compliance with Public Act #87-1197, the parties to this transaction must provide copies of all documents which are to be recorded as a consequence of this transaction, to American Title Guaranty, Inc. no later than 24 hours prior to the closing of said transaction.
6. In order to consider issuing our full ALTA Loan Policy, we will need our ALTA form to be completed and returned.
7. Marital status and any changes in the way title should be vested should be supplied to this office if not as shown on Schedule A of this Commitment.
8. The standard exceptions 1 through 6 will be deleted from our policy if the insured land is improved with 1-4 residential units upon review and acceptance of the following:
 - a) an acceptable survey
 - b) a properly executed ALTA 2006 Loan and Extended Coverage Statement.
9. Pursuant to the Illinois Good Funds Law, (215 ILSC 155/26) effective January 1, 2010, in connection with any escrows, settlements, or closing out of a Fiduciary Trust Account or Account, we will accept funds in the aggregate from any single party to the transaction in the following form:

Less than \$50,000.00: Cashier's Checks, Certified Checks, Bank Money Orders, Official Bank Checks, Wired Funds, State of Illinois, Local Government or U.S. Government Check or "Collected Funds" as that term is defined below:

\$50,000.00 and above: Wired Funds, State of Illinois, Local Government or U.S. Government Check or "Collected Funds" as that term is defined below:

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SCHEDULE B
(Continued)

Commitment No.: 00030285

"Collected Funds" means funds fully deposited, finally settled and credited to the Title Company or Title Insurance Agent Fiduciary Account.

10. This transaction may be subject to a confidential order issued pursuant to the Bank Secrecy Act. Information necessary to comply with the confidential order must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.
11. We should be furnished the following:
 - a) A Certification of Trust executed by the Trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of Trustees and the power of the Trustee to act in the current transaction, OR
 - b) In the alternative, the Trustee, in his or her sole discretion, may deliver a full copy of the trust agreement together with all amendments thereto.

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SCHEDULE B
(Continued)

Commitment No.: 00030285

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by Public Records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
7. The lien of taxes for the year 2019 and thereafter.

Permanent Index Number: 08-15-101-013
First Installment 2018 taxes \$1357.68 have been paid.
Second Installment 2018 taxes \$1357.68 have been paid.
8. Rights of way for drainage ditches, tiles, feeders and laterals.
9. If any document referenced herein contains a covenant, condition or restriction violative of 42 USC 3604 (c), such covenant, condition or restriction to the extent of such violation is hereby deleted.
10. Mortgage and Security Agreement and UCC Fixture Filing made by Salvatore Andreacchi and Emma Andreacchi to Lake Forest Bank & Trust Company dated January 12, 2012 and recorded January 17, 2012 as Document No. 2012000608 in the amount of \$1,683,375.00 and the terms and conditions contained therein.
NOTE: Modification of Mortgage and Assignment of Rents and Leases recorded February 16, 2017 as Document No. 2017001366.
NOTE: Includes additional land

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SCHEDULE B
(Continued)

Commitment No.: 00030285

11. Assignment of Rents and Leases made by Salvatore Andreacchi and Emma Andreacchi to Lake Forest Bank & Trust Company dated January 12, 2012 and recorded January 17, 2012 as Document No. 2012000609.
NOTE: Modification of Mortgage and Assignment of Rents and Leases recorded February 16, 2017 as Document No. 2017001366.
NOTE: Includes additional land
12. Terms, powers, provisions and limitations of the Trust under which title to the property is held.
13. Minimum building line as per the plat of said subdivision over the East 25 feet of said lot.
14. Public utility and drainage easement as per the plat of said subdivision over the West and South 10 feet of said lot.
15. Affidavit of Owner concerning compliance with Section Five (5) of Article 14-1/4 of the Revised Zoning Ordinance of the City of DeKalb recorded February 20, 1979 as Document No. 418788.
16. END OF SCHEDULE B - SECTION II

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Remit Payment To:

American Title Guaranty, Inc.
2045 Aberdeen Ct Ste B
Sycamore, IL 60178

INVOICE**Billed To:**

Emma Andreacchi
41W746 McDonald Rd
Elgin, IL 60123

Invoice Date: November 11, 2019**Please Pay Before:** December 11, 2019**Our File Number:** 00030285**Your Reference Number:** ANDREACCHI/DEKALB**Property:**

Lot 1 DEK Subdivision Blackhawk Dr
DeKalb, IL 60115
De Kalb County

Brief Legal:

DESCRIPTION	AMOUNT
Owners Policy of Title Insurance	550.00
State of Illinois- DFI Policy Fee (\$3.00/policy issued)	3.00
<hr/>	
Invoice Total Amount Due	\$ 553.00

Endorsements to the above policies could incur additional fees. Call American Title for charges which may apply.

Copies of this Commitment have been sent to:

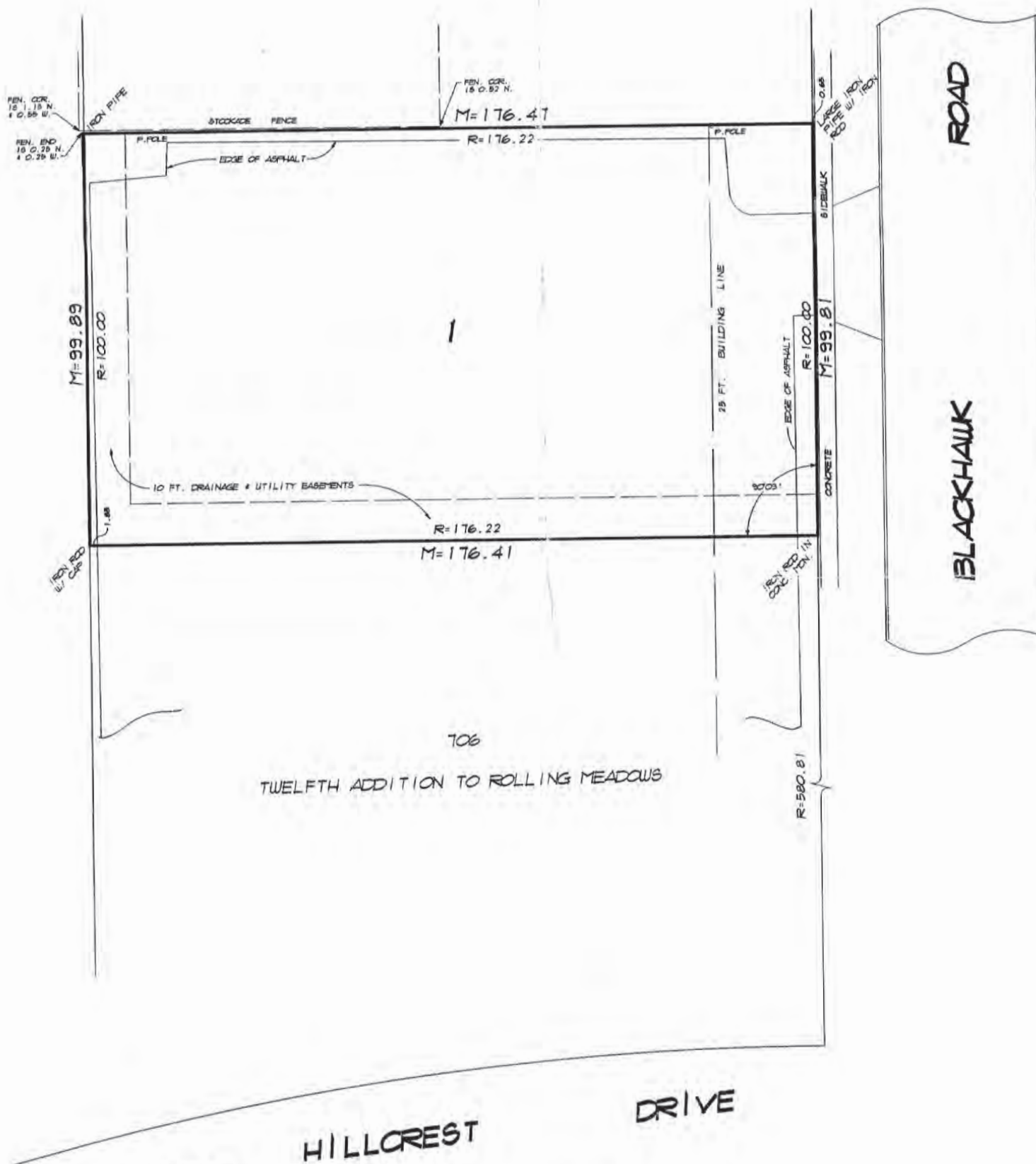
Matt Rose Bill Nicklaus

SCALE 1" = 20 FEET

LOT 1 OF DEK SUBDIVISION, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 1978 IN BOOK "9" OF PLATS, PAGE 2, AS DOCUMENT NO. 416803, IN DEKALB COUNTY, ILLINOIS.

This property is known as 1015 Blackhawk Road, DeKalb, IL

Ordered by - Atty. Norman P. Goldmeier



STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS.

This is to certify that we, Steinbrecher Land Surveyors, Inc., Land Surveying and Professional Engineering Design Firm Corporation No. 184-003126, have surveyed the property shown and described on the annexed plat, which is to the best of our knowledge and belief a correct representation thereof. Scale of map is 20 feet to one inch. This professional service conforms to the current Illinois minimum standards for a boundary survey.

West Chicago, Illinois. April 30, 2007.

STEINBRECHER LAND SURVEYORS, INC., by

Steinbrecher Land Surveyors, Inc.
Professional Engineering and Professional Land Surveying
Design Firm Corporation No. 184-003126

 141 S. Neilson Blvd., West Chicago, IL 60185-2844
(630) 293-8900 Fax 293-8902

Rock Stilleman
Professional Land Surveyor 3583
My license expires Nov. 30, 2008