

APPROVING A PURCHASE AND SALE AGREEMENT WITH 1011-1027 HUNTER HILLCREST LLC FOR THE HUNTER HILLCREST PROPERTY (1011-1027 HILLCREST DRIVE, DEKALB, ILLINOIS).

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, 1011-1027 Hunter Hillcrest LLC (the "Seller") is the owner of property legally described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City and Owner are parties to a Settlement and Release Agreement dated April 21, 2021 (the "Settlement Agreement") that gave the City an option to purchase the Property at a price equal to the Property's appraised value as determined by an agreed appraiser, plus and minus standard prorations and credits; and

WHEREAS, on July 31, 2021, the agreed appraiser determined that the Property's appraised value as of June 29, 2021 is \$1,185,000.00; and

WHEREAS, the Settlement Agreement requires that the City and Seller enter into a purchase and sale agreement for the Property within 30 calendar days from the agreed appraiser's determination of the Property's appraised value; and

WHEREAS, a purchase and sale agreement for the Property is attached hereto and incorporated herein as Exhibit B (the "Purchase Agreement"); and

WHEREAS, the City's corporate authorities find that approving the Purchase Agreement is in the City's best interests for the protection of the public health, safety, morals and welfare; and

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

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

SECTION 2: The City's corporate authorities approve the Purchase Agreement in the same or substantially similar form as Exhibit B attached hereto and incorporated herein, subject to such changes as shall be acceptable to the Mayor including, but not limited to, negotiating the final amounts of the standard prorations and credits. The City's corporate authorities further authorize and direct the Mayor to execute, and the Executive Assistant to attest, the Purchase Agreement on behalf of the City, and for the Mayor, City Attorney and the City Manager or his designee to perform all acts necessary on the City's behalf to effectuate the Purchase Agreement and the City's purchase of the Property for an amount not to exceed \$1,185,000.00, plus and minus standard prorations and credits.

SECTION 3: Home Rule. This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance 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

City's corporate authorities that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 4: Effective Date. This Ordinance 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 23rd day of August 2021 and approved by me as Mayor on the same day. Passed on First Reading by a 7-0-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Faivre, Barnes. Nay: None. Absent: Verbic. Second Reading waived by a 7-0-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Faivre, Barnes. Nay: None. Absent: Verbic.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

EXHIBIT A
(Legal Description of the Property)

The Property is legally described as follows:

LOT 703 IN 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 14TH 1976 AS DOCUMENT NUMBER 392887, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING ON A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE LEFT, A DISTANCE OF 223.82 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 223.37 FEET), TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ALONG A CURVE TO THE RIGHT THE RADIUS OF WHICH IS 635.0 FEET FOR A DISTANCE OF 2.86 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 2.86 FEET); THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 167.12 FEET TO THE NORTH LINE OF SAID LOT 703; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 703, A DISTANCE OF 219.8 FEET TO THE POINT OF BEGINNING.

AND

LOT 703 IN 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 14TH 1976 AS DOCUMENT NUMBER 392887, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE WESTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE RIGHT, A DISTANCE OF 129.62 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 129.53 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE, A DISTANCE OF 62.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 703; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 703, A DISTANCE OF 228.85 FEET TO THE POINT OF BEGINNING.

Common Address: 1011-1027 Hillcrest Dr., DeKalb, IL 60115

PIN: 0815151014

EXHIBIT B
(Purchase and Sale Agreement 1011-1027 Hillcrest Drive)

**PROPERTY PURCHASE AND SALE AGREEMENT
(1011-1027 Hillcrest Drive)**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made effective as of September 1, 2021 (the "Effective Date"), by and between the City of DeKalb (the "City " or "Purchaser"), an Illinois home rule municipal corporation, office at 164 E. Lincoln Hwy., DeKalb, IL 60115, and Hunter 1011-1027 Hillcrest LLC ("Hunter" or "Seller"), an Illinois limited liability company, office at 2201 W. Main St., Evanston, IL 60202, who are collectively referred to as the "Parties".

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH BELOW, the receipt and sufficiency of which are hereby acknowledged by the Parties, and pursuant to the Parties' Settlement and Release Agreement (the "Settlement Agreement") dated April 21, 2021, the Parties agree as follows:

1. Purchase/Price/Property. Subject to the terms and conditions provided herein, Hunter agrees to sell and convey, or cause to be sold and conveyed, and the City agrees to purchase, for the price of \$1,185,000 (One Million One Hundred Eighty-Five Thousand Dollars and Zero Cents) (the "Purchase Price"), the following:

- (a) the property located at 1011-1027 Hillcrest Drive, DeKalb, IL 60115, Permanent Index Number 08-15-151-012, more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"), together with all of Seller's right, title, and interest in and to all easements, rights, tenements, and appurtenances thereunto belonging, including Seller's right, title, and interest in and to all streets, alleys, or public ways (whether before or after vacation thereof);
- (b) Seller's right, title, and interest in and to all buildings, fixtures, and other improvements on the Property (the "Improvements");
- (c) all of Seller's right, title, and interest in and to all of Seller's tangible personal property, equipment, and supplies located on the Property or the Improvements, all of Seller's intangible personal property pertaining to the Property and Improvements consisting of, to the extent assignable (without payment of any transfer, assignment, or similar fee), (i) contract rights specifically relating to the operation, repair, maintenance, or upkeep of the Property, Improvements and tangible personal property described in this clause (c), and (ii) utility contracts (the "Personal Property"); and
- (d) all of Seller's right, title, and interest in and to all agreements, pursuant to which any portion of the Property or Improvements is purportedly used or occupied by anyone other than Seller, listed and described on Exhibit B attached hereto and incorporated herein (the "Leases").

The Purchase Price shall be payable by the delivery by the Purchaser to Chicago Title and Trust Company ("Escrowee"), within two (2) business days following the later of (i) the Effective Date and (ii) the date Purchaser receives a copy of the Title Company's standard strict joint order escrow agreement signed by the Seller, of One Hundred Thousand Dollars (\$100,000) as earnest money. Such funds shall be held in a Strict Joint Order Escrow Account by Escrowee and shall be applied against the Purchase Price at Closing. The balance of the Purchase Price, plus or minus any prorations provided for herein, shall be paid by the Purchaser at Closing by wire transfer of immediately available funds.

2. Seller/Deed. Seller agrees to sell the Property at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser, or Purchaser's nominee, title thereto by a recordable special warranty deed (the "Deed"), with release of homestead rights, if any, free and clear of any mortgages, liens, mechanics liens, other security interests and any property taxes due and payable prior to the date of closing and subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) the Leases disclosed in Exhibit B and other Leases permitted by the express terms hereof; and (d) property taxes for the year 2021 (payable in 2022) which are not yet due and payable as of closing and taxes for subsequent years.

3. Closing. The closing shall be on October 18, 2021 at 11:00 a.m. (the "Closing Date"), or such earlier time as the Parties may mutually agree in writing, at Chicago Title Insurance Company, 2128 Midlands Court, Suite 108, Sycamore, IL 60178, or the office of a different title company located within DeKalb County, Illinois chosen by Seller (the "Title Company"), provided title for the Property is shown to be good or is accepted by Purchaser. Seller covenants and agrees, at Seller's sole cost and expense, to obtain releases at or prior to closing, for any and all liens affecting the Property as of the Closing Date. Possession of the Property shall be transferred to the Purchaser at Closing.

4. Closing Escrow. On or prior to the Closing Date, the Purchaser and the Seller shall establish an escrow with the Title Company through which the transfer of the Property shall be closed (the "Closing Escrow"). The escrow instructions establishing the Closing Escrow shall be in the form customarily used by the Title Company with such special provisions added thereto as may be required to conform to the provisions of this Agreement. The Closing Escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner be superseded by the escrow. The escrow costs and fees shall be split equally by the Parties.

4A. Seller's Representations and Warranties.

To induce Purchaser to enter into this Agreement, Seller makes the following warranties and representations, all of which (a) shall also be true and correct as of the date of Closing, and (b) shall survive the Closing of this Agreement for a period of one (1) year and not merge with the Deed:

- (a) Seller now has, and will have at Closing, good and indefeasible title in fee simple to the Property, and no party, except as herein set forth, has or shall have any right in, or to acquire, the Property.

- (b) At the Closing, the Property shall be free and clear of all encumbrances, except those to which the Deed may be subject as set forth in Section 2 and any encumbrances arising by or through the actions of the Purchaser.
- (c) Seller has no knowledge of any labor, services or materials that have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months, which have not been fully and completely paid for, and to Seller's knowledge, 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.
- (d) Seller knows of no actions, suits, claims, assessments, or proceedings pending or threatened (other than as described in the Settlement Agreement) that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.
- (e) Seller has full right, power, and authority to execute, deliver, and perform this Agreement without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.
- (f) No uncured breach or default will exist at the Closing, whether declared or not, including, without limitation, nonpayment of any sum or nonperformance of any obligation, with regard to, any obligation of Seller that is secured by a lien on the Property, except those that are cured and resolved at the Closing, if any.
- (g) All Leases on the Property are identified in Exhibit B. Within five (5) business days following the Effective Date, Seller shall make available for review by the City at Seller's management office (located at 1100 Lincoln Highway, DeKalb, Illinois) a correct copy of the Leases, including all amendment(s) thereto. All Leases are those then in effect. To the best of Seller's knowledge, Seller is not in default in its obligations as landlord, and no tenant has any right to extend or renew its lease except as indicated in the Leases. Seller has no knowledge of any actual or potential claim that any tenant is entitled to any concession, rebate, or refund. Seller represents that none of the Leases have been assigned, pledged, or encumbered, except to the holder of the Mortgage that will be released at Closing. Seller has no knowledge of any claims or litigation, actual or threatened, with regard to any of the Leases. There are no parties in possession of any portion of the Property, or that have a right to be in possession of the Property, other than the tenants identified in Exhibit B.
- (h) There will be no contracts for services or supplies on account of maintenance or repairs which expressly or impliedly will be binding on the Purchaser after the

Closing or on the Property other than the contract for waste (garbage) hauling which Purchaser shall assume at Closing which is attached hereto as Exhibit B-1.

- (i) A true and correct copy of all agreements, easements, and other documents pertaining to the use of, or right to use, any portion of the Property by the owners or occupants of the Property and any to other property adjacent to the Property are identified in Exhibit B, except for easements or other agreements of record (the "Recorded Agreements"). Seller states that all Recorded Agreements are in effect now and that Seller will not amend, modify or extend any such Recorded Agreement in any manner prior to closing, without the written consent of Purchaser, which may be withheld for any reason.

4B. Intentionally Omitted.

4C. Other Agreements

Within five (5) business days following the Effective Date the Effective Date, Seller shall provide Purchaser with a true and correct copy of any and all letters, documents, easements and any pleadings filed in any litigation pertaining to any dispute between the Seller and owner or occupant of any property adjacent to the Property (excluding any such material relating to the litigation described in the Settlement Agreement . Purchaser may contact such owners or occupants to review the nature of the dispute and may enter into agreements with such owners and occupants that will only be effective after the Closing.

4D. Seller's Obligations.

During the period between the Effective Date and the Closing Date, Seller shall:

- (a) Keep and maintain the Property in substantially the same condition in which it is currently in reasonable wear and tear excepted or in compliance with all applicable City codes and ordinances;
- (b) Not be in default of any lease, mortgage, agreement, easement, insurance policy that is not cured at Closing, if any;
- (c) Intentionally omitted.
- (d) Seller shall notify the City in writing if any change occurs in the occupancy or conditions affecting the Property. Purchaser shall not be able to cancel this Agreement if a tenant terminates its lease or gives notice that it intends to terminate its lease before or after Closing.
- (e) Intentionally omitted; and

- (f) Provide Purchaser and its representatives, employees, and agents, by appointment, and subject to the rights of tenants under the Leases, with (2) two calendar days written notice, reasonable access, during normal business hours, to the Property (subject to the limitation set forth in Section 16 hereof of one site visit only).

4E. Indemnification of Purchaser. To the full extent permitted by Illinois law, Seller, from and after Closing, shall defend, indemnify and hold Purchaser harmless from and against any and all damage, loss, cost, expense, obligation, claim, or liability, including reasonable attorney's fees and reasonable expenses of investigating, defending, and prosecuting litigation (collectively, the "Damages"), suffered by Purchaser as a result of any contractual liability or obligation required to be performed prior to the Closing Date arising out of any Lease or other contract pertaining to the Property relating to or arising from: (A) the ownership or operation of the Property before the Closing Date; (B) the breach of any representation or warranty of Seller set forth in this Agreement; and (C) the breach of, or failure to perform or satisfy, any of the covenants of Seller set forth in this Agreement; provided, however, that Purchaser shall: (1) not induce others to seek Damages that fall under this indemnification section; (2) immediately notify Seller upon learning of a claim for damages hereunder and shall defer to Seller and allow Seller to address and resolve such matter before incurring costs. The obligations under this Paragraph 4E shall survive the closing and delivery of the deed.

4F. Indemnification of Seller. To the full extent permitted by Illinois law, Purchaser, from and after Closing, shall defend, indemnify and hold Seller harmless from and against any and all damage, loss, cost, expense, obligation, claim, or liability, including reasonable attorney's fees and reasonable expenses of investigating, defending, and prosecuting litigation (collectively, the "Damages"), suffered by Seller as a result of any contractual liability or obligation required to be performed after the Closing Date arising out of any Lease or other contract pertaining to the Property relating to or arising from: (A) the ownership or operation of the Property after the Closing Date; (B) the breach of any representation or warranty of Purchaser set forth in this Agreement; and (C) the breach of, or failure to perform or satisfy, any of the covenants of Purchaser set forth in this Agreement; provided, however, that Seller shall: (1) not induce others to seek Damages that fall under this indemnification section; (2) immediately notify Purchaser upon learning of a claim for damages hereunder and shall defer to Purchaser and allow Purchaser to address and resolve such matter before incurring costs. The obligations under this Paragraph 4F shall survive the closing and delivery of the deed.

5. Seller's Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, Seller shall deposit or cause to be deposited with the Title Company the following, each duly executed and notarized, as appropriate:

- (a) A Special Warranty Deed, in recordable form, conveying fee simple title of the Property to Purchaser, meeting the requirements of this Agreement, subject only to the exceptions stated in Section 2 of this Agreement;

- (b) An ALTA statement and "gap" undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the Property;
- (c) An Affidavit of Title signed by the Seller of the Property in the form attached as Exhibit C;
- (d) A Bill of Sale conveying to Purchaser good title in and to the Personal Property, Improvements and fixtures (other than those owned by any tenants), with covenants and warranties that they are free and clear of all security interests, liens and encumbrances provided the Bill of Sale shall expressly disclaim any warranty of merchantability and warranty of fitness for a particular purpose and shall transfer title to such personal property in its as is where is condition;
- (e) All documents and funds necessary to release any mortgages, liens or other security interests in the Property (or a payoff letter acceptable to the Title Company);
- (f) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby and customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof;
- (g) An assignment, by Seller, as Landlord, in recordable form of all leases affecting the Property, together with all original executed Leases in the form attached hereto as Exhibit E;
- (h) Intentionally omitted;
- (i) A FIRPTA Affidavit duly executed by Seller in the form requested by the Title Company; and
- (j) Possession and occupancy of the Property, subject to any exceptions permitted by this Agreement.

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

- (a) All affidavits, indemnities, undertakings and certificates customarily required by the Title Company of a purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof;
- (b) The full amount of the Purchase Price and any additional amounts necessary to pay any costs and fees required to be paid by Purchaser less any applicable credits; and

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

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

- (a) Closing Statement;
- (b) State, and county, if applicable, transfer tax declarations and any required forms completed to establish any exemption from any Property transfer taxes that is applicable because the transfer is to a public entity.
- (c) Executed mutual releases and stipulations to dismiss all the Federal and State Court litigation pending between the Seller and the Purchaser.

8. Closing Costs. The Closing Costs shall be paid as follows:

By Seller:

- (a) Preparation of the Deeds and documents required of the Seller;
- (b) Seller's legal expenses;
- (c) ½ of the Title Company closing escrow fees;
- (d) The cost of the Owner's title insurance policy providing extended coverage;
- (e) Intentionally omitted ; and
- (f) Any other closing costs customarily charged to the Seller by the Title Company that is not otherwise allocated pursuant to this Section.

By Purchaser:

- (a) Preparation of the documents required of the Purchaser;
- (b) Purchaser's legal expenses;
- (c) ½ of the Title Company closing escrow fees;
- (d) Recording fees for the Deed and the Assignment of Leases; and
- (e) Any other closing costs customarily charged to the Purchaser by the Title Company that is not otherwise allocated pursuant to this Section.

9. **No Broker involvement.** The Parties each represent to the other that it did not use the services of any broker and that no broker's commission needs to be paid. Should it be determined by a court of competent jurisdiction that any commission is due and owing to any Broker, the party who executed the listing agreement which is the basis for the commission to be paid shall be solely responsible. The obligations of this Section survive the Closing and shall not be merged with the Deed.

10. **Plat of Survey.** Within five (5) business days following the Effective Date, Seller, shall furnish Purchaser with a copy of Seller's existing ALTA Survey of the Property. Seller shall deliver a no change affidavit to Purchaser at Closing.

11. **Title Commitment.** Within five (5) business days following the Effective Date, Seller shall order an owner's title insurance policy issued by the Title Insurance Company and transmit a title commitment for same to the City within 14 calendar days after the Effective Date. The title commitment for the owner's title insurance policy shall be in the amount of the Purchase Price, covering title to the Property on or after the Effective Date (or as late a date that the Title Company can cover by a search performed on or about the Effective Date), showing title in the intended Seller subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above in Section 2 of this Agreement, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller shall so remove at that time by using the funds to be paid upon the delivery of the Deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. The cost of the Owner's title insurance policy providing extended coverage for the Purchaser shall be paid by Seller.

12. **Title/Survey Defects.** If the title commitment or plat of survey discloses either unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser (the "Defects"), Purchaser shall notify Seller in writing within five (5) business days after delivery to the Purchaser of the title commitment and plat of survey. Seller shall then have 15 calendar days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects. If Seller fails to remove the unpermitted exceptions or correct any survey defects, within 15 calendar days from the date of delivery of Purchaser's notice to Seller that there are unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser, Purchaser may, within five (5) business days (i) thereafter, or (ii) if earlier, the date Seller provides written notice to Purchaser that Seller will not remove such Defect, terminate this Agreement. If Purchaser timely gives written notice to terminate this Agreement, this Agreement shall become null and void without further action of the Parties. If Purchaser does not give written notice to terminate this Agreement within such five (5) business day period, then Purchaser shall take title to the Property as is at Closing and accept any unpermitted exceptions disclosed on the title commitment and all survey defects and waive any and all objections that it may have to any such unpermitted exceptions or survey defects.

13. Property Taxes and Proration. Any and all unpaid property taxes due and payable prior to Closing shall be paid by Seller prior to Closing or out of the Closing proceeds. If necessary, Seller shall bring to Closing a certificate of redemption showing the amount of the property taxes owed for payments that were previously due and payable along with any penalties and interest and shall otherwise comply with all the Title Company holdback requirements pertaining to its payment of previously due but unpaid property taxes.

2021 property taxes which are not due and payable shall be prorated at Closing based on 105% of the last ascertainable full calendar year's property taxes with Seller giving Purchaser a credit at closing of an amount equal to the prorated amount of Property taxes that are not yet due and owing for the period of Seller's ownership of the Property from January 1, 2021 through and including the Closing Date.

The prorations as required by this Section 13 shall be final. However, Purchaser shall pay the taxes as prorated, and Seller shall be permitted to contest the taxes and recover any taxes saved for periods before the Closing Date, and Purchaser waives all right to those taxes if recovered.

13A. Lease Credits. At Closing, Seller shall give Purchaser a credit against the Purchase Price in an amount equal to the amount of all security deposits held by Seller, from each and every Tenant as disclosed in the Leases. Purchaser shall also receive a prorated credit at Closing for the amount, if any, of any rent, additional rent, CAM charge, insurance charge, or any other payments actually made by each and every tenant to Seller for the period of time from the Closing Date to the end of the period for which the amount was paid. Seller retains the right to pursue any tenant following the Closing for any past due or delinquent amount owed to Seller as of the Closing Date. Seller shall be deemed to be the owner of the Property on the day of Closing and shall pay all expenses for such day and receive the income for such day. Rents received by either party following the Closing shall be applied first to the then current rental and then to any delinquencies in inverse order (meaning the most recent delinquency is paid first). The Parties shall make any adjustment between each other as a result of receiving a rental for a period to which the other Party was entitled to the funds within ten days after receipt of such funds.

14. Property Transfer Taxes. At Closing, Seller and Purchaser shall execute a completed Property Transfer Declaration in the form required pursuant to the Property Transfer Tax Act of the State of Illinois, showing the transfer of the Property to Purchaser as being exempt from any State, County or local property transfer taxes.

15. Personal Property. All Personal Property and fixtures located on or within Property, if any, shall be transferred to the Purchaser at Closing by a Bill of Sale which is in a form that is acceptable to the Purchaser. Seller shall not remove any fixtures, including but not limited to, electric poles and lines, lighting fixtures, electric and HVAC systems, water mains, sewer lines, sprinkler systems, valves, bathroom fixtures, and attached signs.

16. Purchaser's Inspection Period. Purchaser shall have until 5:00 p.m. on the date that is the 20th day following the Effective Date to evaluate the Property and determine whether it is satisfactory for Purchaser's intended uses and needs (the "Inspection Period"). During the Inspection Period, Purchaser and its agents and contractors (the "Purchaser's Representatives")

shall have the right, by appointment upon two (2) business days written notice, to inspect the Property and all conditions affecting the Property and to determine, in its sole discretion, that the physical and environmental condition, as well as all other circumstances relevant to the Property, are satisfactory to Purchaser in all respects.

From and after the Effective Date through the expiration of the Inspection Period, Purchaser and Purchaser's Representatives shall have, by appointment upon two (2) business days written notice, access to and entry upon the Property and any improvements located thereon for site analysis, engineering studies, and environmental evaluations. Purchaser shall be responsible for all the costs of its inspections of the Property. Purchaser shall restore any damage to the Property caused by Purchaser and Purchaser's Representatives. Purchaser shall indemnify and hold Seller and Seller's respective officers, directors, shareholders, personal representatives, trustees, agents and employees harmless from and against any and all claims, loss, cost, expense, liability and damage (including reasonable attorneys' fees and litigation expenses) arising out of or caused by the actions of Purchaser or Purchaser's Representatives with respect to Purchaser's inspections of the Property.

Purchaser may terminate this Agreement at any time during the Inspection Period or during any extended Inspection Period if such a period is granted and documented in writing, if Purchaser determines in its sole judgment, that the Property: (i) is not suitable for any reason for Purchaser's intended use or purpose; or (ii) has environmental risks that the Purchaser does not want to assume, by giving written notice to the Seller within the Inspection Period in the manner provided by this Agreement expressly terminating this Agreement. If Purchaser does not timely give such written notice of termination under this Section, then Purchaser shall be deemed to have waived all conditions and rights under this Section and shall be fully obligated under the terms and conditions of this Agreement, subject to any other contingencies set forth in this Agreement.

The Parties may, in their absolute discretion, mutually agree in writing to extend the Purchaser's Inspection Period. Purchaser's Inspection Period and the Closing Date shall be extended by the amount of any time in which Seller has obstructed, interfered, impaired, inappropriately denied, delayed or affected Purchaser's rights to inspect and evaluate the Property and the Lease Records under this Section (collectively, an "Obstruction") provided that Purchaser shall provide written notice to Seller, within two (2) business days of the occurrence thereof, of any claimed Obstruction.

Notwithstanding any contrary provision set forth above, Purchaser shall be entitled to make only one (1) site visit to the Property.

17. Casualty Loss. As used herein, the term "Casualty Loss" shall mean any destruction by fire, storm, or other casualty or any taking or pending or threatened taking, in condemnation or under the right of eminent domain of the Property or portion thereof, in each case prior to Closing. Seller shall promptly give Purchaser written notice (the "Casualty Notice") of any Casualty Loss of which Seller becomes aware. Purchaser shall have the option, which must be exercised within 30 days after its receipt of the Casualty Notice, to terminate this Contract or to proceed with the Closing. If Purchaser elects to terminate this Contract, all rights, duties, obligations, and liabilities created hereunder shall cease. If Purchaser elects to proceed with

Closing, it shall acquire the Property in accordance with the terms hereof, and Seller shall assign to Purchaser all unpaid insurance proceeds, claims, awards, and other payments arising out of such Casualty Loss and pay to Purchaser all sums paid to Seller as insurance proceeds, awards, or other payments arising out of such Casualty Loss. Seller shall not voluntarily compromise, settle, or adjust any amounts payable by reason of any Casualty Loss without first obtaining the written consent of Purchaser.

18. Compliance With Environmental Laws. Seller represents that except as may be disclosed in any environmental report delivered by Seller to Purchaser or which Purchaser obtains prior to Closing, (i) the Property has never been used by Seller or, to the best of Seller's knowledge, by any previous owners, occupants or the current tenants, if any, to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances (as hereinafter defined), and to the best of Seller's knowledge, no such Hazardous Substances exist on the Property or in its soil or groundwater; (ii) to the best of Seller's knowledge, no portion of the Improvements has been constructed with asbestos, asbestos-containing materials, urea formaldehyde insulation or any other chemical or substance which has been determined to be a hazard to health and/or the environment; (iii) to the best of Seller's knowledge, there are no, nor have there been, electrical transformers or other equipment which have di-electric fluid-containing polychlorinated biphenyls (PCBs) located in, on or under the Property; (iv) to the best of Seller's knowledge, the Property has never contained any underground storage tanks; and (v) Seller has not received nor does it have any knowledge of any summons, citation, directive, letter or other communication, oral or written, from any local, state, or federal government agency concerning (a) the existence of Hazardous Substances on the Property or in the immediate vicinity, (b) the releasing, spilling, leaking, pumping, pouring emitting, emptying, or dumping of Hazardous Substances into the Property or into waters or other lands.

The term "Hazardous Substances" as used in this Agreement shall mean any hazardous or toxic material, substance, or waste, pollutant or contaminant which is regulated under any statute, law, regulation, rule or ordinance of any local, state, regional, or federal authority having jurisdiction over the Property, or its use, including, but not limited to, any material, substance or waste which is (i) defined as a hazardous substance under any Environmental Laws; (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products; (iii) polychlorinated biphenyls; (iv) lead; (v) urea formaldehyde; (vi) asbestos; (vii) flammable explosives; (viii) infectious materials; (ix) radioactive materials; or (x) defined or regulated as a hazardous substance under rules or regulations promulgated under any of the foregoing Environmental Laws.

The term "Environmental Laws" as used in this Agreement shall mean any international, federal, state, or local statute, law, regulation, order, consent, decree, judgment, permit, license, code, covenant, deed restriction, common law, treaty, convention, ordinance, or other requirement relating to public health, safety or the environment, including, without limitation, those relating to releases, discharges or emissions to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use and handling of polychlorinated biphenyls or asbestos, to the disposal, treatment, storage or management of hazardous or solid waste, or Hazardous Substances or crude oil, or any fraction thereof, or to exposure to toxic or hazardous materials, to the handling, transportation, discharge or release of gaseous or liquid Hazardous Substances and any regulation,

order, notice or demand issued pursuant to such law, statute or ordinance, in each case applicable to the Property, including, without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Re-Authorization Act of 1986; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984; the Hazardous Materials Transportation Act, as amended; the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1976; the Safe Drinking Water Act; the Clean Air Act, as amended; the Toxic Substances Control Act of 1976; the Occupational Safety and Health Act of 1977, as amended; the Emergency Planning and Community Right-to-Know Act of 1986; the National Environmental Policy Act of 1975; the Oil Pollution Act of 1990, and any similar or implementing state law, and any state statute and any further amendments to these laws providing for financial responsibility for clean-up or other actions with respect to the release or threatened release of Hazardous Substances or crude oil, or any fraction thereof and all rules and regulations promulgated thereunder.

19. Condition of the Property. (a) Except as expressly set forth in this Agreement, it is understood and agreed that Seller has not at any time made and is not now making, and it specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations, as to (i) matters of title, (ii) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of hazardous materials in, on, under or in the vicinity of the Property, (iii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults, (iv) whether, and to the extent to which the Property or any portion thereof is affected by any wetlands, flood prone area, flood plain, floodway or special flood hazard, (v) drainage, (vi) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, (vii) the presence of endangered species or any environmentally sensitive or protected areas, (viii) zoning or building entitlements to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (x) usages of adjoining Property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (xiv) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (xv) the merchantability of the Property or fitness of the Property for any particular purpose, (xvi) the truth, accuracy or completeness of the Records, (xvii) tax consequences, or (xviii) any other matter or thing with respect to the Property.

(b) Purchaser acknowledges and agrees that upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS," except to the extent expressly provided otherwise in this Agreement and any document executed by Seller and delivered to Purchaser at Closing. Except as expressly set forth in this Agreement, Purchaser has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitations Property information packages distributed with respect to the Property) made or furnished by Seller, or any real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Purchaser represents that it is a knowledgeable experienced and sophisticated Purchaser of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Purchaser's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller.

(c) The terms and conditions of this Section shall expressly survive the Closing and will not merge with the provisions of any closing documents. Purchaser acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Purchaser for the Purchase Price without the disclaimers and other agreements set forth above.

20. IRS Section 1445. Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code, and that they are therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

21. Time is of the Essence. Time is of the essence for this Agreement. The failure to strictly conform to the time conditions provided in this Agreement shall constitute a material default of this Agreement unless expressly waived in writing as an amendment to this Agreement.

22. Notices. All notices, demands, or other communications of any type (the "Notices") given by Seller to Purchaser or by Purchaser to Seller, whether required by this Agreement, or in any way related to the transaction contemplated herein, shall be given in accordance with the provisions of this Section. All Notices shall be in writing and delivered by electronic mail address, personal delivery, or United States Mail, as a Registered or Certified item, Return Receipt Requested. Notices by electronic mail address or personal delivery shall be effective upon receipt, and notices mailed shall be effective three (3) business days following the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, addressed to the party at the addresses set forth below. Either party hereto may change the address for Notices specified above by giving the other party 10 days' advance written notice of such change of address. Notices shall be given to the following addresses:

If to the City:

City Manager
City of DeKalb
164 E. Lincoln Hwy.
DeKalb, IL 60115
bill.nicklas@CITYOFDEKALB.com

with a copy to:

Matthew D. Rose
Donahue & Rose, PC
9501 W. Devon Ave., Ste. 702
Rosemont, IL 60018
mrose@drlawpc.com

If to Hunter:

Sam Okner
Hunter Properties
2201 W. Main St.
Evanston, IL 60202
Sam@samokner.com

with a copy to:

Gary Ashman
Ashman & Stein, PC
8707 Skokie Blvd., Ste. 100
Skokie, IL 60077
gdashman@ashmanstein.com

and with a further copy to:

Michael Z. Margolies
2201 Main Street
Suite 101
Evanston, IL 60202
mzmargolies@gmail.com

23. Amendment. This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment executed by both of the Parties.

24. Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This

Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

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

26. Venue. The sole venue for any disputes arising out of or related to this Agreement shall be in the Circuit Court of DeKalb County, Illinois.

27. Mutual Cooperation. The Parties agree to cooperate and take any additional actions that are consistent with and may be necessary or appropriate to give full force and effect to the terms of this Agreement.

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

29. Execution. The parties to this Agreement represent that they are authorized to enter into this Agreement.

30. Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

31. Default. If any Party defaults under this Agreement, the other Party may either (1) waive the default and proceed to Closing, or (2) seek specific performance. Except for failure to close on the Closing Date, a Party may not exercise its remedies until after it delivers notice of the alleged default to the other Party and the other Party fails to cure within seven (7) calendar days after receipt of the default notice. The remedies provided herein shall be the sole and exclusive remedies for either Party's default under this Agreement. In any action to enforce this Agreement, the non-defaulting prevailing party shall be entitled to payment of its reasonable attorney's fees and costs by the other Party as awarded by the Court.

32. Counterparts; Facsimiles. This Agreement may be executed in two or more counterparts, all of which shall be read together and be construed as one instrument. A facsimile copy of a signature shall be as binding as an original signature.

33. Section 1031 Deferred Tax Exchange. Purchaser and Seller acknowledge that either party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code. Each party agrees to reasonably cooperate with the other party to effect such an exchange; provided, however, that: (i) the cooperating party shall not be required to acquire or take title to any exchange property; (ii) the cooperating party shall not be required to incur any expense (excluding attorneys' fees) or liability whatsoever in connection with the exchange, including, without limitation, any obligation for the payment of any escrow, title, brokerage or other costs incurred with respect to the exchange; (iii) no substitution of the effectuating party shall release said party from any of its obligations,

warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by the effectuating party, its successors, or assigns, which obligations shall continue as the obligations of a principal and not of a surety or guarantor; (iv) the effectuating party shall give the cooperating party at least five (5) business days prior notice of the proposed changes required to effect such exchange and the identity of any party to be substituted in the escrow; (v) the effectuating party shall be responsible for preparing all additional agreements, documents and escrow instructions (collectively, the "**Exchange Documents**") required by the exchange, at its sole cost and expense; and (vi) the effectuating party shall be responsible for making all determinations as to the legal sufficiency, tax considerations and other considerations relating to the proposed exchange, the Exchange Documents and the transactions contemplated thereby, and the cooperating party shall in no event be responsible for, or in any way be deemed to warrant or represent any tax or other consequences of the exchange transaction arising by reason of the cooperating party's performance of the acts required hereby.

34. **Leases.** Seller may not execute any new lease except residential leases for a term to expire no later than July 31, 2022 at a rental not less than the existing rental for similar units in the Premises. Seller shall (i) use the same criteria for any new tenant as it currently uses to determine the financial qualification of a prospective tenant, and (ii) not offer any rent or other concession that will not have fully expired or been satisfied prior to the Closing Date. Seller shall deliver to Purchaser a copy of any new lease within five business days after entering into such lease and in any event before Closing.

35. **New Contracts.** Seller shall not enter into any contract which will not be fully performed prior to Closing with respect to the Premises which will survive the Closing, or which would otherwise affect the use, operation or enjoyment of the Premises after Closing, without Purchaser's prior written consent.

36. **Tenant Estoppel Certificates from Commercial Tenants.** Within five business days following the Effective Date, Seller shall request from each tenant of a commercial space at the Premises, an estoppel certificate in the form attached hereto as Exhibit D. Seller shall promptly forward completed estoppel certificates received from such commercial tenants as and when they are received from the commercial tenants. However, the failure of a tenant to complete and return the estoppel certificate following a written request by the Seller for such certificate shall not be deemed a default by the Seller hereunder.


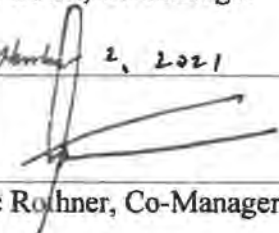
37. **Release of Funds from Escrow.** Pursuant to the Settlement Agreement, the Seller has previously deposited the sum of \$150,000 into an escrow account (the "Ashman Escrow") held by Seller's counsel, Ashman and Stein. Upon closing under this Agreement, Ashman and Stein is hereby directed to release \$37,500.00 from the Ashman Escrow to the Seller as contemplated by the terms of the Settlement Agreement.

THE SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations on the dates set forth below.

SELLER Hunter 1011-1027 Hillcrest LLC 2201 W. Main St. Evanston, IL 60202 By: _____ Sam Okner, Co-Manager Date: _____ By: _____ Eric Rothner, Co-Manager Date: _____	PURCHASER City of DeKalb 164 E. Lincoln Hwy. DeKalb, IL 60115 By: <u>Cohen Barnes</u> Cohen Barnes, Mayor Date: <u>9-2-2021</u> PURCHASER ATTEST <u>Ruth Scott</u> Ruth Scott, Executive Assistant
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IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations on the dates set forth below.

SELLER Hunter 1011-1027 Hillcrest LLC 2201 W. Main St. Evanston, IL 60202 By: <u></u> Sam Okner, Co-Manager Date: <u>September 2, 2021</u> By: <u></u> Eric Rothner, Co-Manager Date: <u>Sept 2, 2021</u>	PURCHASER City of DeKalb 164 E. Lincoln Hwy. DeKalb, IL 60115 By: _____ Cohen Barnes, Mayor Date: _____
	PURCHASER ATTEST _____ Ruth Scott, Executive Assistant

STATE OF ILLINOIS)
) ss.
COUNTY OF ~~DEKALB~~ ^{COOK})

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ERIC ROTHNER as Co-Manager of HUNTER 1011-1027 HILLCREST personally known to me as the person that executed the forgoing document as the free and LLC is voluntary act of such LLC for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this 2nd day
of September, 2021.

STATE OF ILLINOIS)
) ss.
COUNTY OF ~~DEKALB~~ ^{COOK})

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that SAM DNER as Co-Manager of HUNTER 1011-1027 HILLCREST personally known to me as the person that executed the forgoing document as the free and voluntary act of such LLC for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this 2nd day
of September, 2021.

Michael Z Margolies
Notary Public



EXHIBIT A TO PROPERTY PURCHASE AND SALE AGREEMENT
(Legal Description of the Property)

The Property is legally described as follows:

LOT 703 IN 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 14TH 1976 AS DOCUMENT NUMBER 392887, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING ON A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE LEFT, A DISTANCE OF 223.82 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 223.37 FEET), TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ALONG A CURVE TO THE RIGHT THE RADIUS OF WHICH IS 635.0 FEET FOR A DISTANCE OF 2.86 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 2.86 FEET); THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 167.12 FEET TO THE NORTH LINE OF SAID LOT 703; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 703, A DISTANCE OF 219.8 FEET TO THE POINT OF BEGINNING.

AND

LOT 703 IN 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 14TH 1976 AS DOCUMENT NUMBER 392887, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE WESTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE RIGHT, A DISTANCE OF 129.62 FEET (THE CHORD

DISTANCE OF THE LAST DESCRIBED COURSE BEING 129.53 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE, A DISTANCE OF 62.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 703; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 703, A DISTANCE OF 228.85 FEET TO THE POINT OF BEGINNING.

Common Address: 1011-1027 Hillcrest Dr., DeKalb, IL 60115

PIN: 0815151014

EXHIBIT B TO PROPERTY PURCHASE AND SALE AGREEMENT
(The Leases)

The names of the only persons and entities having a possessory interest in the Property are set forth below:

Owner

Hunter 1011-1027 Hillcrest LLC – fee owner

Tenants

9/2/2021 9:59 AM

[illegible]

EXHIBIT B-1 TO PROPERTY PURCHASE AND SALE AGREEMENT
(The Garbage/Waste Hauling Contract)



Waste Management of Illinois, Inc.
700 E. Butler Road, 4th Fl.
Lombard, IL 60148-0005
(630) 795-6995

WMA Agreement # 5001055-4371
Customer ID
Acct. Name
Salesperson
Effective Date
Last PI Date
Handler Properties
Thomas Smieszek
3/1/2018

Service Agreement Non-Hazardous Waste Service Summary

Service Information

Name: Hunter Properties Contact: Tiffany Smieszek
Address: 1100 W LINCOLN HWY DRC 100 Telephone #: (617) 764-2200
City State Zip: DEKALB, IL 60115-2901 Fax #:
County/State: DEKALB Email: tiffany.smieszek@hunterprops.com

Customer Comments: The Service locations listed on Attachment A, attached hereto and incorporated herein, are subject to the terms of this Service Agreement.

Service Description & Recurring Rates

Quantity	Equipment	Material Program	Frequency	Base Price	Fee
1	6 Yard PCL	MSW Commercial	After Week	Full & Environmental PCL	\$ 0.00

Current rate for Extra Pickup per 1 LB: \$ 160.00

MONTHLY TOTAL: \$ 0.00

Customer's Waste Materials not to exceed an average weight of 100 lbs.

Initial One Time Service Charge*

Initial Delivery \$ 25.00

As Mandated Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickup, container removal, overfills on containers, Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery (RCR) Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/shipbill. State & Local taxes, and/or fees and a Recycle Material Credit, if applicable, will also be added to the Charges. An Administrative Charge per Invoice will be assessed and can be removed by enclosing in payment statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. It does specifically provide otherwise herein. Customer should expect Company to increase Charges as allowed by Section 4(a) and Company to seek other price increases subject to Customer's consent under Section 4(a) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increases.

Contract Term for monthly rate services is for 24 month(s) from the Effective Date ("Initial Term") and it shall automatically renew thereafter for additional terms of 60 months ("Renewal Term") unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement and accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature: Tiffany Smieszek Printed Name: Tiffany Smieszek Title: Property Manager Date: 10/5/18
Company Representative Signature: Thomas Smieszek Printed Name: Thomas Smieszek Title: Waste Management Sales Rep. Date: 10/5/18
Company Name: Waste Management of Illinois, Inc.

Terms and Conditions on following page(s)

5. TERMINATION BY CUSTOMER. Upon terminating the foregoing, the Agreement can be terminated prior to the end of the initial Term or a Renewal Term as follows: (a) by Customer upon no obligation to pay liquidated damages as provided in Section 7; (b) if Company fails to satisfy the Services Customer's provided in Section 1(a) or (d) prior to the end of the term of the Agreement because the Charges payable by Customer hereunder after a Commercial Prior Incurrence; (c) by Customer with 120 days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after without notice of termination; or (d) as a result of Customer's breach of Section 5. On company assigns services for more than fifteen (15) days, or (f) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (g) if Customer fails to cure such breach within 120 days prior written notice to the Customer, any time after Customer makes, designs or approves a change to or acquires to add the Customer, or manages its Service, under this Agreement. In order to make no confusion in a file, secure and orderly fashion, Company shall have up to seven (7) days to remove any registration from Customer's service location(s) after the effective date of the termination of this Agreement.

5. **TERMINATION BY RECEIPT.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the locked Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (b) if Customer fails to satisfy the Service Guarantees provided in Section 1(a) or (b) pursuant to Section 4(c), (c) by Customer upon receipt of a copy of the Complaint by Customer pursuant to Customer's standard or, if Customer fails to satisfy the Service Guarantees provided in Section 1(a) or (b) pursuant to Section 4(c), (d) by Customer if Customer is obligated to pay liquidated damages as provided in Section 7 (no later than thirty (30) days after written notice to Customer), (e) if, as a result of Customer's breach of this Agreement, Customer is obligated to pay liquidated damages or penalties to a third party, or (f) if Customer fails to cure any other breach of this Agreement within the (5) business days of the receipt of written demand from Customer to cure such breach; and (g) by Customer, with a least fifteen (15) day prior written notice to the Customer, any time after Customer creates, designs or appoints a Provider or agent to act for the Customer, or change its Service, under this Agreement. In order to act as conditions to a sale, receipt and ongoing relation, Customer shall have up to seven (7) days to accept any application from Customer's service location(s) after the effective date of the termination of this Agreement.

ON REQUESTED PRICE REDUCTIONS Company reserves the right, and Customer acknowledges that it should request Company to assume or add Charges payable by Customer (including any Customer Price Increases or Negotiated Price Adjustments) or to cover any increased costs due to unreasonable circumstances, including, without limitation, changes (covering items and other items) made prior to the Effective Date) in rates, fees or percentages, or costs of (and with) in (think, here, hardware and manual deletion); and (iv) for increases in the Customer Price Index ("CPI") for Wire, Service and/or Transfer Collection Services published by the U.S. Bureau of Labor Statistics, or any applicable Customer's last CPI based price increase due to "CPI" increases for Charges specified in this Section 4(a) may be applied (including any Customer Price Increases or Negotiated Price Adjustments) are not permitted to be solely an offset or pass-through of Company's costs.

[illegible]

8. **REVOCAZIONE E RENDICONTAZIONE** Company shall send all invoices for Charges and any required notices to Customer to any the Agreement to Customer's billing address specified in the Service Statement; unless Customer objects to the Method or notices notices electronically or by e-mail, in which case, all Customer invoices and notices also may be delivered to the Service Statement; Customer's electronic billing or other information. Customer shall pay all Invoiced Charges within thirty (30) days of the invoice date. Any Customer financial business and paid within thirty (30) days of the date of Invoice is subject to a late charge; and any Customer debt incurred for transmission made is subject to a non-sufficient funds charge; both to the maximum extent allowed by applicable law. Customer authorizes that any late charge charged by Company is not to be considered as interest on debt or Service charge; and is a separate charge for the anticipated late and cost to Company for late payment. If payment is not made within 15 days, Company retains the right to suspend service until the past due balance is paid in full. In addition to full payment of outstanding balance, Customer shall be required to pay a transaction charge to resume suspended service. If late charges are requested for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all services owed to Company, including suspended charges under Section 7.

[illegible]

LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in 9(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damages to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER-BINDING ARBITRATION. Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedure). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, WM ePay or Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be controlled in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and costs (costs). (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(d) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "Business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

(a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without non-hazardous, clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and dense or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). (ii) Customer shall provide pre-sort-separated newspapers, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market fluctuations related to such materials and such no representations as to the recyclability of the materials which are subject to this Agreement. (b) Recyclable Materials may not contain Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. Company may reject in whole or in part, or may process, in its sole non-conforming Recyclable Materials including coils for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Unacceptable Materials. Excluded Materials, either all or part of non-conforming loads. (c) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company will establish the value of Recyclable Materials about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth by Customer. Any invoice shall be payable upon receipt. (d) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (e) Service commitments will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load materials to full trailer capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded in accordance with the most current ISRI/AFRPA Shipping Guide. Freight and/or adjustments may apply to light loads. For bulk waste/paper picked up by bulk route service, the minimum quantity for picking is six (6) tons and for purposes of payment, weights shall be estimated weights.

"Addendum A"
Addendum to Service Agreement
between Waste Management of Illinois Inc and Hunter Properties

Agreement Effective Date: 3/01/2019 Initial Term: 60 Months

[illegible]

The above listed locations are hereby incorporated into the Service Agreement and are subject to the terms and conditions under the Service Agreement. State & Local taxes, and/or fees, Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Special instructions:

As Needed Charges

Unter Service

Digout Charge

Delivery Charge	25/container
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Container Exchange

Trip Charge	na
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Contamination Charge	na
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Removal Charge	25/container
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EXHIBIT C TO PROPERTY PURCHASE AND SALE AGREEMENT
(Form of Affidavit of Title)

AFFIDAVIT OF TITLE

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The undersigned, _____, as a Manager of Hunter 1011-1027 Hillcrest LLC (the "Seller"), hereby deposes and says as follows:

1. Seller owns the legal title in certain Property (the "Property") that is legally described as follows:

LOT 703 IN 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 14TH 1976 AS DOCUMENT NUMBER 392887, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING ON A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE LEFT, A DISTANCE OF 223.82 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 223.37 FEET), TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ALONG A CURVE TO THE RIGHT THE RADIUS OF WHICH IS 635.0 FEET FOR A DISTANCE OF 2.86 FEET (THE CHORD DISTANCE OF THE

LAST DESCRIBED COURSE BEING 2.86 FEET); THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 167.12 FEET TO THE NORTH LINE OF SAID LOT 703; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 703, A DISTANCE OF 219.8 FEET TO THE POINT OF BEGINNING.

AND

LOT 703 IN 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 14TH 1976 AS DOCUMENT NUMBER 392887, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE WESTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE RIGHT, A DISTANCE OF 129.62 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 129.53 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE, A DISTANCE OF 62.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 703; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 703, A DISTANCE OF 228.85 FEET TO THE POINT OF BEGINNING.

Common Address: 1011-1027 Hillcrest Dr., DeKalb, IL 60115

PIN: 0815151014

2. Seller is authorized to sell the Property.

3. This Affidavit is made by Seller in connection with the sale of the Property to the City of DeKalb (the "Purchaser"), and is given to induce the Purchaser 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 knowledge of any 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. Except for the parties identified in Exhibit B to the Property Purchase and Sale Agreement for the Property, or in any addendum thereto previously delivered to the Purchaser 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 other person, not previously identified in Exhibit B to the Property Purchase and Sale Agreement for the Property, or in any addendum subsequently delivered to Purchaser, has any possessory rights in the Property.

7. To the best of Seller's knowledge and belief, except as may be shown on the survey, 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 best of Seller's knowledge and belief, 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 best of Seller's knowledge and belief, there are no presently existing violations of any covenants, restrictions or easements of record affecting the Property.

10. There is no outstanding contract, unrecorded deed, mortgage (other than those being paid off in full through the closing process), or other conveyance affecting the Property executed by Seller or to the knowledge of Seller.

11. 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: _____, 2021.

SELLER

By: _____,
_____, Seller's Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, 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 he signed, sealed and delivered the said instrument as the _____ of the _____ as the free and voluntary act of _____ for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 2021.

Notary Public

EXHIBIT D TO PROPERTY PURCHASE AND SALE AGREEMENT
(Form of Estoppel Certificates)

DATE: _____

TO: City of DeKalb (the "City")

The purpose of this certificate (the "Estoppel Certificate") is to confirm the current status of the matters pertaining to the lease identified below. This document is for the benefit of the City and is required pursuant to a Property Purchase and Sale Agreement between the City and Hunter 1011-1027 Hillcrest LLC (the "Landlord").

Reference is hereby made to that certain Lease effective as of _____ and attached as Exhibit 1 (the "Lease") by and between the Landlord and _____ (the "Tenant") for the premises known as _____ (the "Premises"). The undersigned Tenant hereby certifies and represents unto City and their respective successors and assigns, with respect to the Lease, as follows:

1. Attached hereto as Exhibit 1 is a true, correct and complete copy of the Lease (including all amendments, modifications, supplements, renewals, side letters and other agreements pertaining to the Lease). The Lease is in full force and effect.

2. The Lease represents the entire agreement between Tenant and Landlord with respect to the leasing and occupancy of the Premises, and there are no other agreements or representations of any kind between Landlord and Tenant with respect thereto, except as follows:

_____.

3. The Premises has been accepted and is currently being occupied by the Tenant pursuant to the terms of the Lease. The term of the Lease commenced on _____.

4. The term of the Lease is _____ months; and will expire on the Lease termination date, which is _____, subject to any renewal option set forth below.

5. Tenant has _____ options to renew the Lease for _____ years at the Lease termination date.

6. Tenant is currently obligated to pay rent in the amount of \$ _____ per _____ and such rent has been fully paid through _____, except as follows:

_____.

7. Tenant is currently obligated to pay operating charges (common area maintenance charges) in the amount of \$ _____ per _____ and other amounts equal to \$ _____ per _____ for _____. Tenant has fully paid operating charges (common area maintenance charges) and the other charges as identified above through _____, except _____ as _____ follows:

8. Landlord is currently holding a security deposit under the Lease for the Tenant in the amount of \$ _____.

9. Tenant has not paid any amounts due Landlord more than 30 days in advance of its due date, except as follows: _____.

10. There are no defaults of the Lease on the part of the Landlord, except as follows: _____.

11. Tenant has no defense to its obligations under the Lease and claims no set-off or counterclaim against the Landlord, except as follows: _____.

12. Tenant has no right to any concession (rental or otherwise) or similar compensation in connection with renting the Premises it occupies other than as provided in the Lease, except as follows: _____.

The forgoing certification is made by the undersigned tenant with knowledge that the City of DeKalb is about to purchase the Premises and other property from Landlord. The City may rely upon the representations herein made by Tenant.

IN WITNESS WHEREOF, the undersigned has executed this estoppel certificate as of the _____th day of _____, 2021.

(Signature Page Is Intentionally Omitted)

TENANT

_____.

By: _____

Name: _____

Title: _____

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 _____ as the _____ of _____, personally known to me to be the same persons whose name is subscribed to the foregoing Estoppel Certificate, appeared before me this day in person, and acknowledged that s/he signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 2021.

Notary Public

EXHIBIT E TO PROPERTY PURCHASE AND SALE AGREEMENT
(Form of Assignment and Assumption of Leases)

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (the "Assignment") is made and entered into as of the _____, 2021 (the "Effective Date"), by and between HUNTER 1011-1027 HILLCREST LLC, an Illinois limited liability company ("Assignor"), and CITY OF DEKALB, an Illinois home rule municipal corporation ("Assignee").

RECITALS:

A. Assignor and Assignee have entered into that certain Purchase and Sale Agreement, effective August 30, 2021, between Assignor, as Seller, and Assignee, as Purchaser (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase certain real property more particularly described on Exhibit A attached to the Purchase Agreement and incorporated herein by reference (the "Property") from Assignor.

B. In connection with the transactions contemplated by the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of its right, title and interest in, to and under those certain Leases described on Exhibit B attached to the Purchase Agreement and incorporated herein by reference (collectively, the "Leases").

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Effective as of the date of Closing (such closing date being referred to herein as the "Effective Date"), Assignor assigns, transfers, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the Leases and any security deposits and interest earned thereupon to date.

2. **Acceptance.** Assignee accepts the assignment of the Leases and agrees to assume, keep, perform and fulfill all liabilities and obligations of the landlord under the Leases which accrue from and after the Effective Date.

3. **Assignee's Indemnification.** Assignee hereby indemnifies, protects, defends and holds Assignor, Assignor's managers and members, the partners, officers, directors and shareholders of Assignor's members, and their respective successors, and assigns, harmless from any and all claims, damages, losses, suits, proceedings, costs and expenses, including, without limitation, reasonable attorneys' fees (collectively, the "Losses"), both known or unknown, present and future,

at law or in equity, arising out of, by virtue of or in any way related to the breach by Assignee of (or Assignee's failure to timely perform) any or all of the obligations imposed on the lessor or the landlord under the Leases, which obligations accrue as a result of events first occurring from and after the date of the Closing.

4. Assignor's Indemnification. Assignor hereby indemnifies, protects, defends and holds Assignee, Assignee's officers, employees and agents and all of their respective successors and assigns harmless from any and all Losses, both known and unknown, present and future, at law or in equity and arising out of, by virtue of, or related in any way to, the breach by Assignor of (or Assignor's failure to timely perform) any or all of the obligations imposed on the lessor or the landlord under the Leases, which obligations accrue as a result of events first occurring on or prior to the date of the Closing.

5. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. No Modification. This Assignment shall not be altered, amended or otherwise modified, except as set forth in a written document executed by the parties hereto.

7. Governing Law. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Illinois.

8. Counterparts; Facsimiles. This Assignment may be executed in two or more counterparts, all of which shall be read together and be construed as one instrument. A facsimile copy of a signature shall be as binding as an original signature.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment and Assumption of Leases as of the Effective Date.

SELLER	PURCHASER
Hunter 1011-1027 Hillcrest LLC 2201 W. Main St. Evanston, IL 60202	City of DeKalb 164 E. Lincoln Hwy. DeKalb, IL 60115
By: _____ Sam Okner, Co-Manager	By: _____ Cohen Barnes, Mayor
Date: _____	
By: _____ Eric Rothner, Co-Manager	Date: _____
Date: _____	

	PURCHASER ATTEST
	<u>Ruth Scott, Executive Assistant</u>

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 _____ as Co-Manager of _____ is personally known to me as the person that executed the forgoing document as the free and voluntary act of _____ for the uses and purposes therein set forth.

Given under my hand and official seal
 and sworn to before me this ____th day
 of _____, 2021.

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 _____ as Co-Manager of _____ is personally known to me as the person that executed the forgoing document as the free and voluntary act of _____ for the uses and purposes therein set forth.

Given under my hand and official seal
 and sworn to before me this ____th day
 of _____, 2021.

 Notary Public

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 _____ as _____ of the City of DeKalb is personally

known to me as the person that executed the forgoing document 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 ____th day
of _____, 2021.

Notary Public



**Appraisal Report Of
Hillcrest Mixed-Use Property
1011-1027 Hillcrest Drive, DeKalb
DeKalb County
IL, 60115**

**Property Class/Type
Retail-Commercial/Mixed Use**

**As of
June 29, 2021**

**Prepared For
Mr. Matthew D. Rose
Donahue & Rose, PC
9501 W. Devon Avenue, Suite 702
Rosemont, IL, 60018**

AND

**Mr. Gary D. Ashman
Ashman & Stein, P.C.
8707 Skokie Blvd, Suite 100
Skokie, IL, 60077**

**Prepared by
Valu Pros**

**Valu Pros File Number
VP-21-121**





Valu Pros
126 1/2 W 2nd Street
Byron, IL 61010

815-218-1153
ken@valupros.us
www.valupros.us

July 28, 2021

Mr. Matthew D. Rose
Donahue & Rose, PC
9501 W. Devon Avenue, Suite 702
Rosemont, IL 60018

AND

Mr. Gary D. Ashman
Ashman & Stein, P.C.
8707 Skokie Blvd, Suite 100
Skokie, IL 60077

Re: Appraisal Report, Real Estate Appraisal
Hillcrest Mixed-Use Property, 1011-1027 Hillcrest Drive, DeKalb, IL, 60115

File Name: VP-21-121

Dear Mr. Matthew D. Rose & Mr. Gary D. Ashman:

At your request, I have prepared an appraisal for the above referenced property, which may be briefly described as follows: The subject property is a 2.05-acre commercial site improved with a 33,316 square foot 1- and 2-story mixed-use commercial building with 14 apartments, 9 commercial units and an asphalt parking lot with roughly 140 parking spaces.. The problem to be solved is to estimate the current As Is market value, as of June 29, 2021. The intended use is to assist the clients with decisions related to the possible purchase/sale of the subject property.

Key Considerations

Strengths

- The subject's location very near the Northern Illinois University campus surrounded by multi-unit residential properties is a strength for both the subject's retail and dwelling units.
- The demand for residential rental units has been high and continues to be historically high, creating historically low vacancy rates.

Risk Factors

- The subject is an older improvement and has not been updated in many years. Although the current owner has made significant investments recently in replacement of the roof and exterior maintenance, the property remains generally inferior in overall condition with like properties in the market.
- The eviction moratorium is due to run out on July 31, 2021. It is not clear if congress will intervene and extend the moratorium. Additionally, the pandemic stimulus continues to bolster the residential market by assisting with rental payments for occupants unable to be employed due to the pandemic. It is unclear what the impact on the rental market when these benefits and the moratorium ends.

This valuation contains analyses, opinions, and conclusions along with market data and reasoning appropriate for the scope of work detailed herein. It was prepared solely for the intended use and intended user(s) explicitly identified in the attached report. This appraisal report is intended to conform with Uniform Standards of Professional Appraisal Practice



Valu Pros
126 1/2 W 2nd Street
Byron, IL 61010

815-218-1153
ken@valupros.us
www.valupros.us

(USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), I have made the following value conclusion(s):

Value Conclusions				
Premise	Interest Appraised	Effective Date	Value Conclusion	Market Exposure
Current As Is Market Value	Fee Simple	6/29/2021	\$1,185,000	9 to 18 months

Please reference Scope of Work section (page 8) of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology. I also direct your attention to the Limiting Conditions and Assumptions section (page 18). Acceptance of this report constitutes an agreement with these assumptions and condition. In particular, I note the following:

Extraordinary Assumptions - Due to the circumstances surrounding the COVID-19 crisis, a complete interior observation of apartment units 2, 7 and 11 was not available. Therefore, this appraisal is based on the extraordinary assumption that these units are substantially similar to the units observed and as described in this report. If this is found to be false, then it could alter my opinions and conclusions.

Hypothetical Conditions - There are no hypothetical conditions for this appraisal.

Thank you for your business. If you have any specific questions or concerns regarding the attached appraisal report, or if I can be of additional assistance, please let me know.

Respectfully submitted,

Valu Pros

Ken Mrozek, Jr., MBA, MAI, SRA, ASA
Certified General Real Estate Appraiser
IL #553.001975 Exp: September 30, 2021

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Property and Assignment Overview

Executive Summary

Subject Summary

Property Name	Hillcrest Mixed-Use Property
Property Major Type	Retail-Commercial
Address	1011-1027 Hillcrest Drive
City	DeKalb
County	DeKalb
State	Illinois
Zip	60115
Tax ID	08-15-151-014
Legal Description	Rolling Meadows Sub 12th Addition - Lot 703
Owner	Hunter 1011-1027 Hillcrest LLC
Land SF	89,300
Acres	2.05
Zoning	Light Commercial
GBA	33,318
No. of Units	23
No. of Buildings	1
Year Built	1974 & 1975

Date of Report: July 28, 2021

Date of Inspection: June 28, 2021

Intended Use: The intended use is to assist the clients with decisions related to the possible purchase/sale of the subject property.

Intended User(s): The clients - Mr. Matthew D. Rose and Mr. Gary D. Ashman

Highest and Best Use As Vacant: Commercial Development

Highest and Best Use As Improved: Continued Mixed Commercial/Residential Use

Transaction History:

My research discovered the following about the subject property:

1. Based on information obtained from public records, there are no sales or transfers of the subject property in the last three years.
2. The subject property is not currently listed for sale based on a search of local MLS Databases.
3. It was previously listed on November 2, 2012, for a list price of \$2,300,000 (or \$69.03/SF). The subject was listed for 180 days prior to expiring without sale on April 30, 2013.
4. The main subject parcel last transferred by a Warranty Deed on July 30, 2014, for a purchase price of \$1,162,500, according to assessor records. The parcel number at the time of the transfer was 08-15-151-012. A second smaller parcel was purchase on July 28, 2015, for a purchase price of \$4,700, according to assessor records. These parcels were combined to for a single larger parcel, 08-15-151-014.

Summary of Conclusions:

Summary of Values	
Value Premise	As Is
Date of Value	6/29/2021
Value Type	Market Value
Value Perspective	Current
Interest Appraised	Fee Simple
Value Indications	
Cost Approach	Not Developed
Sales Comparison Approach	\$1,185,000
Income Approach	\$1,185,000
Value Conclusion:	\$1,185,000



A photograph of a wide, paved road with a sidewalk on the right and trees on the left. In the background, there are utility poles and a building under a cloudy sky.

A photograph of a large, empty parking lot in front of a commercial building. A white van with "E-MART" branding is parked on the right. A tall light pole stands in the center background.



Rear View (looking SE)



Rear View (looking SW)



Front Entrances (Units 1027 & 1025 1/2)



Interior Units 1027 & 1025 1/2



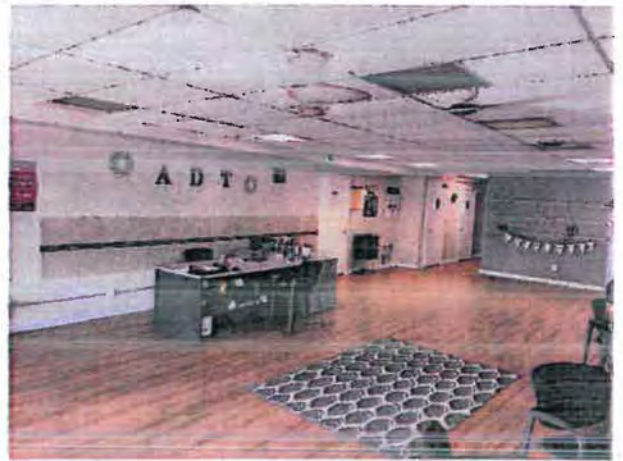
Front Entrance (Unit 1025)



Interior Unit 1025



Front Entrance (Unit 1023 1/2)



Interior Unit 1023



Front Entrances (Units 1023 & 1021 1/2 - Apartments)



Interior Unit 1023



Front Entrances (Units 1021 & 1019 - Apartments)



Interior Unit 1021



Front Entrance (Unit 1015)



Interior Unit 1015



Front Entrance (Unit 1013)



Interior Unit 1013



Front Entrance (Unit 1011)



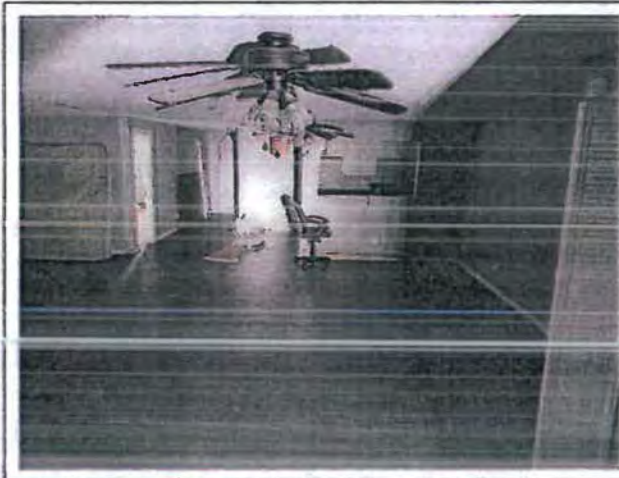
Interior Unit 1011



Unit 1021 1/2 A – Studio Apartment



Unit 1021 1/2 A – Studio Apartment



Unit 1021 1/2 B – 1-Bedroom Apartment



Unit 1021 1/2 B – 1-Bedroom Apartment



Apartment 1 Living Room



Apartment 1 Kitchen



Unit 3 Kitchen



Unit 3 Bathroom



Unit 4 Kitchen



Unit 4 Bedroom



Unit 4 Bathroom



Unit 5 Kitchen



Unit 5 Bedroom



Unit 5 Bathroom



Unit 6 Kitchen



Unit 6 Bedroom



Unit 8 Kitchen



Unit 8 Bathroom



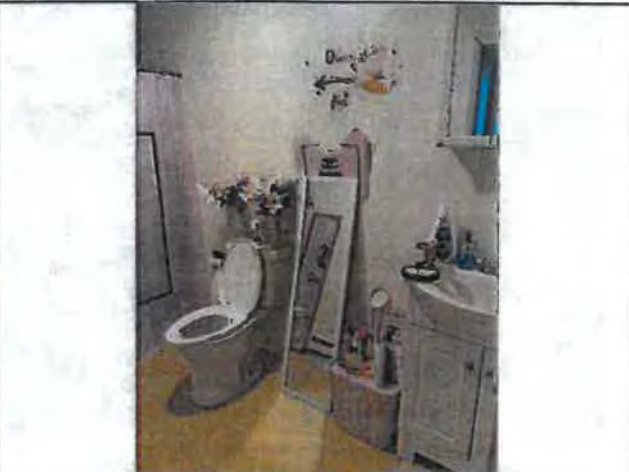
Unit 9 Kitchen



Unit 9 Bedroom



Unit 12 Kitchen



Unit 12 Bathroom

Examples of Deferred Maintenance



Unit 1021 Conference Room Water Damage



Unit 1021 1/2 A - Water Damage around Window



Unit 1021 1/2 A Bathroom Under Repair



Unit 1021 1/2 B Living Room Under Repair



Unit 1021 1/2 B Bathroom Under Repair



Unit 4 Significant Wall Damage Throughout



Unit 9 Significant Wall Damage Throughout



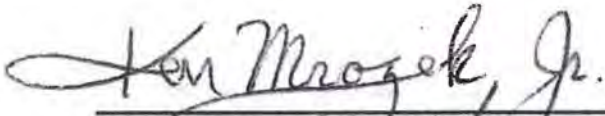
Unit 6 Wall and Door Damage Throughout

Certification

The appraiser signing this report makes the following certifications to the best of their knowledge and belief.

- The statements of fact contained in this report are true and correct.
- Reported analyses, opinions, and conclusions are limited only by the assumptions and limiting conditions contained within this report, and are the appraisers' personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The appraiser has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- The appraiser has no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- This engagement is not contingent upon developing or reporting predetermined results.
- Compensation paid to the appraiser is not contingent upon the development or reporting of a predetermined value, or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
- Reported analyses, opinions, and conclusions were developed, and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP)
- I made a personal inspection of the property that is the subject of this report on June 28, 2021.
- No one provided significant real property appraisal assistance to the appraiser signing this certification.
- The appraiser has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report during the three-year period immediately preceding acceptance of this assignment
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- Use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
- After careful consideration of all factors pertaining to and influencing value, the data and analysis thereof firmly supports a final value opinion(s) for the subject property as of June 29, 2021 at \$1,185,000.



Ken Mrozek, Jr., MBA, MAI, SRA, ASA
Certified General Real Estate Appraiser
IL #553.001975
Exp: September 30, 2021

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

CITY OF DEKALB, an Illinois home rule municipality,	)	Nos.	17OV597-618, 17OV662-683, 17OV730-746,
	)		17OV748-758, 17OV760-
Plaintiff,	)		762, 17OV764, 17OV766,
	)		17OV769, 17OV785-868,
vs.	)		17OV876-1076, 17OV1098-
	)		1154, 18OV39-43, 18OV46,
HUNTER TRIFRAT LLC, <i>et al.</i>,	)		18OV64-72, 18OV132-133,
Defendants.	)		18OV135, 18OV152-204,
	)		18OV337-343, 18OV345-
	)		364, 18OV433-444

SETTLEMENT AND RELEASE AGREEMENT

Plaintiff City of DeKalb (the "City"), an Illinois home rule municipal corporation, and Defendants HUNTER 1011-1027 HILLCREST LLC, HUNTER CAMPUS SUITES LLC, HUNTER TRIFRAT LLC, HUNTER DEKALB PROPERTIES LLC, HUNTER STADIUM VIEW PROPERTIES LLC, HUNTER RIDGEBROOK PROPERTIES LLC, HUNTER CAMPUS SUITES LLC, HUNTER NORMAL PROPERTIES LLC, DR DEKALB LLC, and DR DEKALB, Illinois limited liability companies (collectively referred to as "Hunter"), and SAM OKNER ("Okner"), with Hunter and Okner collectively referred to as "Defendants", hereby agree to the following:

RECITALS

A. WHEREAS, Hunter is the owner of several rental properties in the City including, but not limited to, the properties located at 1011-1027 Hillcrest Drive ("Hunter Hillcrest"), 1100 W. Lincoln Highway ("Lincoln Tower"), 808 Ridge Drive, 832 Ridge Drive, and 832 Edgebrook ("Hunter Ridgebrook"), and 930 Greenbrier Road, 934 Greenbrier Road, and 1024 W. Hillcrest Avenue ("Hunter Tri-Frat"); and

B. WHEREAS, Hunter Hillcrest, Lincoln Tower, Hunter Ridgebrook, and Hunter Tri-Frat are collectively referred to herein as the "Properties", and individually as a "Property", and are legally described in Exhibit A attached hereto and incorporated herein; and

C. WHEREAS, Okner is Hunter's co-manager; and

D. WHEREAS, the City initiated the above-captioned matters in the Circuit Court of DeKalb County (the "Court") against Defendants for various alleged violations of the City's Municipal Code (the "Code"); and

E. WHEREAS, the City obtained judgments against Defendants in case numbers 17OV597-618, 17OV662-683, 17OV748-758, 17OV760-762, 17OV764, 17OV766, 17OV769, 18OV135, and 18OV152-204 (the "Post-Judgment Cases"); and

F. WHEREAS, Defendants have not yet satisfied the judgments in the Post-Judgment Cases; and

G. WHEREAS, the City's supplementary proceedings and contempt proceedings in the Post-Judgment Cases are pending before the Court; and

H. WHEREAS, on September 11, 2020, the Court entered a civil contempt order imposing daily fines of \$250 against Defendant DR DeKalb LLC in case numbers 17OV662-683, 17OV748-758, 17OV760-762, 17OV764, 17OV766, and 17OV769 (the "Contempt Order"); and

I. WHEREAS, Defendant DR DeKalb LLC has not yet purged itself of the Contempt Order; and

J. WHEREAS, case numbers 17OV730-746, 17OV785-868, 17OV876-1076, 17OV1098-1154, 18OV39-43, 18OV46, 18OV64-72, 18OV132-133, 18OV337-343,

18OV345-364, and 18OV433-444 are pre-judgment cases against Defendants pending before the Court (the "Pre-Judgment Cases"); and

K. WHEREAS, the Pre-Judgment Cases, the Post-Judgment Cases, the Contempt Order, the supplementary proceedings, and any and all other cases, claims, demands or other actions asserted by the City against any of the Defendants, whether in court, administratively, or otherwise, are collectively referred to herein as the "Actions"; and

L. WHEREAS, Defendants have alleged that the City has committed numerous unlawful acts directed against them, which could give rise to a federal lawsuit as set forth in a draft complaint attached hereto and incorporated herein as Exhibit B (the "RICO Claim"); and

M. WHEREAS, Defendant Hunter Ridgebrook Properties, LLC previously filed a lawsuit against the City alleging that the City violated its constitutional rights, but that lawsuit was dismissed with prejudice by court order on January 2, 2020 (the "Federal Lawsuit"); and

N. WHEREAS, the Parties deny each and every allegation of illegal or unlawful conduct and further deny any liability whatsoever; and

O. WHEREAS, the Parties have attended several pre-trial settlement conferences before the Court; and

P. WHEREAS, the Parties agreed to settle their differences to avoid the expenses and uncertainties attendant to litigation, all in accordance with the terms and conditions of this Agreement.

THEREFORE, in consideration of the promises made herein, the sufficiency of

which the Parties mutually agree and stipulate to, the Parties hereby agree as follows:

Section 1. Recitals. The recitals to this Agreement are true, correct, material, adopted and incorporated herein as Section 1 to this Agreement.

Section 2. Effective Date. The effective date of this Agreement shall be May 1, 2021 (the "Effective Date"); provided, however, that this Agreement shall not be effective until duly approved by the City's corporate authorities in the manner provided by law.

Section 3. Escrow by Hunter. Within seven (7) days after this Agreement is fully executed, Hunter shall deposit the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars (the "Escrowed Amount") into the Clients Funds/IOLTA Account of Ashman & Stein, P.C., or such other escrow as the Parties may mutually agree upon, as security in connection with the sale of the Properties as set forth in Section 4. If possible, said deposit shall be invested for the benefit of the depositor, and all earnings thereon shall be and remain the sole property of the depositor; provided, however, that Defendants shall be strictly liable to guarantee and provide for the Escrowed Amount at the time of the Sale Deadline (as defined in Section 4B of this Agreement), regardless of any losses, costs, or damages arising out of or resulting from any investment of the Escrowed Amount. In the event all of the Properties are sold or under contract to be sold before the Sale Deadline, the Escrowed Amount shall be returned in full to Hunter. In the event all of the Properties are not sold or under contract to be sold by the Sale Deadline, the Escrowed Amount shall be paid to the City; provided, however, that the amount so paid to the City shall be that portion of the Escrowed Amount that bears the same proportion as the number of unsold Property(ies) in relation to the total number of

Properties to be sold hereunder (as an example, for illustrative purposes only, if by the Sale Deadline a total of three (3) Properties of the four (4) total Properties were sold or under contract for sale (75% of the total of said Properties), leaving 25% of the Properties unsold, then 25% of the Escrowed Amount, \$37,500, shall be payable to the City, subject to the other terms of this Agreement.

Section 4. Sale of the Properties.

A. By no later than 30 calendar days from the Effective Date, Hunter agrees, at its sole cost and expense, to retain, in an arms-length transaction, reputable, independent, and Illinois-licensed real estate brokers, whom the Parties stipulate includes Marcus & Millichap and Triad Real Estate Partners (collectively, the "Broker"), to list the Properties for sale at a reasonable fair market value as determined by the Broker (the "Listing"). Hunter shall notify the City of the Listing within seven (7) calendar days of the Listing. The Broker may stagger the Properties in the Listing; provided, however, that: (1) at least one (1) unsold Property must be in the Listing by no later than 30 calendar days from the Effective Date; (2) at least two (2) unsold Properties must be in the Listing by no later than 180 calendar days from the Effective Date; and (3) 100% of the unsold Properties must be in the Listing by no later than one (1) calendar year from the Effective Date.

B. Hunter shall undertake all reasonable and good-faith efforts to sell the Properties by no later than 42 calendar months from the Effective Date (the "Sale Deadline"). Such reasonable and good-faith efforts may include, but are not limited to, periodic decrease(s) in the Listing price of the unsold Properties if such decrease(s) are deemed reasonable or necessary by the Broker. Hunter further agrees to: (1) sell the

Properties in arms-length transactions; and (2) notify the City of a sale of a Property sale within seven (7) calendar days of the sale. Hunter shall sell the Properties within, and not later than, the Sale Deadline; provided, however, that Hunter may apply for relief to the Court to extend the Sale Deadline if the Court determines that such an extension is in the best interests of the Parties and this Agreement.

Section 5. Vacation of Judgments. The City shall, within seven (7) days of the Effective Date, cause the Court to enter its Order(s) vacating, setting aside and holding for naught all judgments and Orders previously entered in the Actions.

Section 6. Dismissal.

By no later than seven (7) days from the Effective Date:

A. The City shall enter orders dismissing the Actions with prejudice, with each party bearing its respective costs and attorney's fees, the Court retaining jurisdiction to enforce this Agreement, and the Parties waiving any jurisdictional or time-based defenses to the Court's retention of jurisdiction to enforce this Agreement; provided, however, for all matters pending against Defendant(s) outside of Court (whether administratively, before an agency, or otherwise), the City shall effect the aforesaid dismissals thereof at the first possible time, and in no event later than thirty (30) calendar days from the effective date; and

B. The City shall provide Hunter with all appropriate instruments to effect the release(s) of all judgments, lis pendens, liens, encumbrances and/or other notices affecting title to the Properties (collectively, "Liens") in any manner respecting the Actions. In that regard, the City represents and warrants that its search of all of its applicable records reveals four (4) Liens effecting title to the Properties hereunder. The City further

warrants and represents that it shall execute any release of any other Lien affecting title to the Property(ies) within seven (7) days upon receipt of Hunter's notice requesting same.

Section 7. Security Measures. By no later than 30 calendar days from the Effective Date, Hunter agrees to: (1) retain a reputable vendor and installer of security camera systems to install vandal resistant security camera systems for the exterior and common areas of the Properties, including commonly accessible entrances and exits, parking lots and hallways (the "Security Cameras"); (2) reasonably maintain operational Security Cameras at all times; (3) maintain the video footage of the Security Cameras in a secure central location accessible only by Hunter's owner(s) or manager(s); (4) provide the City's Police Department access to the feed of the Security Cameras when reasonably necessary; (5) conduct security walkthroughs on the Properties on Thursdays through Saturdays during the hours of 10 p.m. through 8:00 a.m., and (6) exercise reasonable care to protect the safety of tenants and invitees on the Properties from reasonably foreseeable criminal acts, to the standard of responsibility mandated by Illinois law respecting owners of like properties. Hunter will reasonably maintain the applicable trees and shrubberies so as to avoid obscuring the Security Cameras.

Section 8. Repairs. Hunter agrees to: (1) undertake the repairs for the Properties listed in Exhibit C attached hereto and incorporated herein (the "Repairs") within 30 calendar days from the Effective Date; (2) complete the Repairs in a good and workmanlike manner and in conformity with the Code within 90 days from the Effective Date; and (3) allow the City to inspect the Repairs for compliance with the Code within 120 days from the Effective Date.

Section 9. Non-Discrimination and Compliance with Applicable Law. The Parties and their respective officers, employees, and agents, agree to not discriminate, engage in illegal conduct, or otherwise fail to comply with applicable law including, but not limited to, Federal law, State law, the Code, and local ordinances, with respect to the Parties, the Properties, and the City's Code enforcement.

Section 10. Other Claims of the Parties. The Parties agree that this Agreement shall not affect, impair, release, or waive any future claims, actions, or causes of action that each may have against the other which first arise after the Effective Date.

Section 11. Release. The Parties, on advice of counsel, hereby release and forever discharge each other and their respective officials, officers, agents, and employees from any and all causes of action, claims, damages, fines, losses, costs, and attorney's fees arising out of, or related to, the actions, omissions, citations, prosecutions, enforcements, condemnations (excluding eminent domain), taxes, levies, special service areas, fines, penalties, ordinances, resolutions, orders, policies, and practices arising out of and/or relating to the Defendants, or any of them, which were raised or could have been raised in the above-captioned matters, whether pending in court, administratively, or otherwise, including, but not limited to, the Actions, the RICO Claim, and the Federal Lawsuit. Nothing in this Agreement shall release or impair the Parties from maintaining claims against each other which first arise after the Effective Date including, but not limited to, a breach of this Agreement or Code violations.

Section 12. Option.

A. Hunter grants to the City a non-exclusive and assignable right and option to purchase any unsold Property at the "Option Price", which shall mean a price equal to the appraised value using the sales comparison/market approach as determined by an Illinois licensed real estate appraiser jointly agreed upon by the Parties (the "Agreed Appraiser"), plus and minus standard prorations and credits, for the period of time commencing at the Effective Date and terminating at the Sale Deadline (the "Option"). The City's exercise of the Option shall be at the City's sole discretion, and under no circumstances shall the City be obligated to exercise the Option.

B. The Parties shall determine the Agreed Appraiser by naming their respective Illinois licensed real estate appraisers, who will then jointly agree upon the Agreed Appraiser. If the City exercises the Option, it shall do so in a written notice to Hunter which names the Property to be appraised and the City's designated appraiser. Hunter shall respond in writing to the City's notice by naming Hunter's designated appraiser within five (5) calendar days of receiving the City's notice, and the Parties' designated appraisers shall name the Agreed Appraiser within five (5) calendar days thereafter. The Agreed Appraiser shall deliver copies of the appraisal(s) and invoice(s) to the Parties within 60 calendar days of being named the Agreed Appraiser. The Parties shall be equally responsible for the payment of the Agreed Appraiser's invoice(s). By no later than 30 calendar days from the date of the Agreed Appraiser's delivery of the appraisal(s), the Parties shall execute a separate purchase and sale agreement which includes, but may not be limited to, the following: (1) the sale of the Property at the Option Price, plus and minus standard prorations and credits; (2) the seller's sole liability for any

deficiency between any mortgage(s) involving the Property and the sales price; and (3) a mutually agreeable deadline for a closing date.

C. The City may not exercise the Option unless the price and terms thereof are at least as favorable to Hunter as any pending bona fide arm's length purchase offer by a third party. The City may not exercise the Option if, on or before the date the City attempted to so exercise the Option, Hunter has entered into a sale-purchase contract with a third party for said Property in accordance with Section 4 of this Agreement.

D. If the City properly exercises the Option in accordance with the terms thereof, Hunter may not sell a Property that is subject to the Option to any third party unless the City provides written consent therefor, or Hunter tenders to the City the reasonable costs incurred by the City, if any, under Section 12B hereunder.

E. If the City exercises the Option and the sale of the Property subject to the Option occurs after the Sale Deadline, then the City shall not be entitled to the Escrowed Amount that is proportionate to said Property.

Section 13. Time is of the Essence. Time is of the essence of this Agreement.

Section 14. Mutual Cooperation. The Parties agree to cooperate and 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.

Section 15. Miscellaneous.

A. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. The terms contained herein shall not be construed against a Party merely because that Party was the principal drafter.

B. **Authority.** The Parties stipulate 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; provided, however, that the City's corporate authorities must duly approve this Agreement in the manner provided by law.

C. **Modification.** This Agreement may not be amended or modified, except by a written amendment signed by the Parties and duly approved by the City's corporate authorities in the manner provided by law.

D. **Severability.** If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

E. **Governing Law.** This Agreement shall be governed by and construed in accordance with Illinois law.

F. **Venue.** The sole venue for any disputes arising out of or related to this Agreement shall be in the Circuit Court of DeKalb County, Illinois.

G. **Prevailing Party.** In any action to enforce this Agreement, the prevailing party shall be entitled to payment of its reasonable attorney's fees and court costs.

H. **Notices.** Except as may otherwise be provided by this Agreement, all notices in this Agreement shall be in writing and delivered at the following addresses or electronic mail address:

If to the City:

City Manager's Office City of DeKalb
164 E. Lincoln Hwy.
DeKalb, IL 60115
bill.nicklas@CITYOFDEKALB.com

with a copy to:

Matthew D. Rose
Donahue & Rose, PC
9501 W. Devon Ave., Ste. 702
Rosemont, IL 60018
mrose@drilawpc.com

If to Defendants:

Sam Okner
Hunter Properties
2201 West Main Street
Evanston, IL 60202
Sam@samokner.com

with a copy to:

Gary Ashman
Ashman & Stein, PC
8707 Skokie Blvd., Ste. 100
Skokie, IL 60077
gdashman@ashmanstein.com

Agreed to as of the 21st day of April, 2021.

PLAINTIFF CITY OF DEKALB

DEFENDANTS "HUNTER"



Bill Nicklas, City Manager



Their Member-Manager(s)

DEFENDANT "OKNER"



Sam Okner

[https://ashmanstein-my.sharepoint.com/personal/wkaden_ashmanstein_com/Documents/Documents/Documents-gda/\(Rothner\) DeKalb F-9194/4.20.21 final Settlement Agreement.docx](https://ashmanstein-my.sharepoint.com/personal/wkaden_ashmanstein_com/Documents/Documents/Documents-gda/(Rothner) DeKalb F-9194/4.20.21 final Settlement Agreement.docx)

**EXHIBIT A
(LEGAL DESCRIPTION OF THE PROPERTIES)**

Hunter Hillcrest shall be legally described as follows:

LOT 703 IN 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 14TH 1976 AS DOCUMENT NUMBER 392887, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING ON A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE LEFT, A DISTANCE OF 223.82 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 223.37 FEET), TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ALONG A CURVE TO THE RIGHT THE RADIUS OF WHICH IS 635.0 FEET FOR A DISTANCE OF 2.86 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 2.86 FEET); THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 167.12 FEET TO THE NORTH LINE OF SAID LOT 703; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 703, A DISTANCE OF 219.8 FEET TO THE POINT OF BEGINNING.

AND

LOT 703 IN 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 14TH 1976 AS DOCUMENT NUMBER 392887, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE WESTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE RIGHT, A DISTANCE OF 129.62 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 129.53 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE

OF HILLCREST DRIVE, A DISTANCE OF 62.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 703; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 703, A DISTANCE OF 228.85 FEET TO THE POINT OF BEGINNING.

Common Address: 1011-1027 Hillcrest Dr., DeKalb, IL 60115

PIN: 0815151014

Lincoln Tower shall be legally described as follows:

THAT PART OF THE EAST 162.0 FEET OF EVEN WIDTH OF LOT 32 OF JOSEPH F. GLIDDEN'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "D" OF PLATS, PAGE 31 ON FEBRUARY 15TH, 1909 IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID EAST 162.0 FEET WITH THE NORTH LINE OF CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT-OF-WAY, THENCE SOUTH 88 DEGREES 46 MINUTES 46 SECONDS EAST, ALONG SAID NORTH LINE, 142.0 FEET TO THE WEST LINE OF THE EAST 20.0 FEET OF SAID LOT 32, THENCE NORTH 0 DEGREES 12 MINUTES 4 SECONDS EAST, ALONG THE WEST LINE OF SAID EAST 20.0 FEET, 258.45 FEET TO A SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 38 (F.A. ROUTE 567), THENCE NORTH 9 DEGREES 11 MINUTES 30 SECONDS WEST, ALONG A SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 38, 25.85 FEET, THENCE NORTH 30 DEGREES 26 MINUTES 12 SECONDS WEST, ALONG A SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 38, 25.69 FEET, THENCE NORTH 43 DEGREES 44 MINUTES 38 SECONDS WEST, ALONG A SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 38, 25.69 FEET, THENCE NORTH 64 DEGREES 59 MINUTES 21 SECONDS WEST, ALONG A SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 38, 25.85 FEET, THENCE NORTH 83 DEGREES 35 MINUTES 17 SECONDS WEST, ALONG A SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 38, 25.85 FEET, THENCE SOUTH 87 DEGREES 06 MINUTES 44 SECONDS WEST, ALONG A SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 38, 57.72 FEET TO THE WEST LINE OF THE EAST 162.0 FEET OF SAID LOT 32, THENCE SOUTH 0 DEGREES 12 MINUTES 29 SECONDS WEST, ALONG SAID WEST LINE, 332.56 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS.

Common Address: 1100 W. Lincoln Hwy., DeKalb, IL 60115

PIN: 0821277011

Hunter Ridgebrook shall be legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BLOCK 1A OF THE 8TH ADDITION TO ROLLING MEADOWS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "N" OF PLATS, PAGE 48, AS DOCUMENT NO. 327651 IN THE DEKALB COUNTY RECORDER'S OFFICE; BLOCK 2, EXCEPTING LOT 1 OF THE 6TH ADDITION TO ROLLING MEADOWS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1964 IN BOOK "N" OF PLATS, PAGE 7, AS DOCUMENT 323083 IN THE DEKALB COUNTY RECORDER'S OFFICE; AND THE VACATED HAWTHORNE LANE, AS SHOWN ON THE PLATS OF THE 6TH ADDITION TO ROLLING MEADOWS SUBDIVISION, HEREINABOVE REFERENCED, VACATED BY THE CITY OF DEKALB BY DOCUMENT NO. 348950; ALL IN DEKALB COUNTY, ILLINOIS.

Common Address: 808 Ridge Drive, 832 Ridge Drive, and 835 Edgebrook Drive, DeKalb, IL 60115

PINs: 0815128004; 0815128009; 0815128010; 0815128011; 0815128012

Hunter Tri-Frat shall be legally described as follows:

LOT 75, IN THE ELEVENTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF 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 IN BOOK "Q" OF PLATS, PAGE 99, ON JANUARY 21, 1976 AS DOCUMENT NUMBER 391172, AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 13, 1976 AS DOCUMENT NUMBER 396537, IN DEKALB COUNTY, ILLINOIS.

Common Address: 930 Greenbrier Road, 934 Greenbrier Road, and 1024 W. Hillcrest Avenue, DeKalb, IL 60115

PIN: 0815152011

EXHIBIT B
(RICO Complaint)

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

HUNTER TRI FRAT LLC,)
HUNTER 1011-1027 HILLCREST LLC,)
HUNTER CAMPUS SUITES LLC,)
HUNTER DEKALB PROPERTIES LLC,)
HUNTER STADIUM VIEW PROPERTIES LLC,)
HUNTER RIDGEBROOK PROPERTIES LLC,)
and HUNTER NORMAL PROPERTIES, LLC,)

Case No. _____

Plaintiffs,)

v.)

CITY OF DEKALB,)

Defendant.)

**VERIFIED COMPLAINT FOR RICO VIOLATIONS
DECLARATORY RELIEF, INJUNCTIVE RELIEF, AND DAMAGES**

NOW COME Plaintiffs, Hunter Trifrat LLC, Hunter 1011-1027 Hillcrest LLC, Hunter Campus Suites LLC, Hunter Dekalb Properties LLC, Hunter Stadium View Properties LLC, Hunter Ridgebrook Properties LLC, Hunter Normal Properties LLC (collectively, "Hunter Properties"), by their attorneys, Ashman & Stein, P.C., and allege as follows:

GRAVAMEN OF COMPLAINT

1. Plaintiffs bring this action under 42 U.S.C. § 1983 for violation of their civil rights. Plaintiffs are among the largest residential property owners in the City of DeKalb ("City"). For the past four and a half years, they have been subjected to a targeted scheme of malicious and unwarranted harassment and discrimination by the City, including through selective and disparate enforcement of each of the City's Municipal Code; Building Code; and Property Maintenance Code (collectively, "Code"). During this time, Defendant has repeatedly engaged in "shock the conscience" conduct against Plaintiffs including, among many other things:

a. Repeatedly fabricating ordinance requirements to be undertaken by Plaintiffs and threatening to cite Plaintiffs for phantom ordinance violations.

b. Condemning multiple properties owned by Plaintiffs without legal cause or authority.

c. Authorizing a SWAT-style raid of one of Plaintiffs' properties without legal cause or justification.

d. Issuing non-emergency ordinance violations against Plaintiffs with no notice or time to correct (in some cases, not only did Defendant not allow any time to cure, but further, it set the matters for court hearings *on the following day*.)

e. Issuing ordinance violations against Plaintiffs, and holding court hearings, for the most trivial matters (*e.g.*, a single light bulb burning out when the subject area is lit by other light bulbs; a timer light bulb that was out during the day and programmed to turn on at night, when needed; a kitchen cabinet fully secured in place that was missing two screws.)

f. Repeatedly making harassing phone calls to Plaintiffs at all hours of the night (from 2:00 a.m. to 4:00 a.m.)

g. Repeatedly defaming Plaintiffs' representatives by publicly and falsely accusing them of being drug dealers.

h. Repeatedly pulling over Plaintiffs' employees without legal cause or justification.

i. Repeatedly issuing illegitimate traffic and parking tickets to Plaintiffs and their employees without legal cause or justification.

2. Remarkably, Defendant has engaged in this unconscionable and impermissible behavior notwithstanding the fact that Plaintiffs have poured nearly \$2 million into the City through capital improvements and repairs in just the past three years.

3. The City's motive? Money and greed. Pure and simple. The City wants Plaintiffs' properties but does not wish to pay fair value for them. The City's arbitrary and discriminatory treatment of Plaintiffs is a direct response to, and corresponds in time precisely with, the City's plans to renovate its Annie Glidden North neighborhood ("AGN Neighborhood"). Plaintiffs are among the largest stakeholders, presently owning 659 units in the AGN Neighborhood valued at \$64,565,00 ("AGN Properties"). Defendant's revitalization plan of the AGN Neighborhood requires it to justly compensate Plaintiffs for the AGN Properties, when they are taken, as scheduled under the plan. *See* U.S. Const., amend. V (applicable through U.S. Const., amend. XIV); Ill. Const. 1970, art. I, § 15.

4. Defendant chose Plaintiffs as a target to reduce the amount of just compensation it would otherwise be required to pay for the AGN Properties, and has used the burden and expense of so-called criminal and ordinance violation proceedings to pressure Plaintiffs to sell these properties to Defendant at a sharp discount. Defendant's improper targeting of Plaintiffs is not based on any neutral criteria or, indeed, any criteria bearing a rational relationship to a legitimate governmental interest. Defendant has purposely failed to treat Plaintiffs the same as similarly situated persons and businesses, and has placed a very substantial burden on Plaintiffs for arbitrary and discriminatory reasons, requiring Plaintiffs file this lawsuit to protect their civil rights.

5. Through this suit, Plaintiffs seek preliminary and permanent injunctive relief to enjoin Defendant, Defendant's officers, agents, employees and all other persons acting in active concert with them, from improperly enforcing the Code, and/or any state and federal rules and regulations, so that: (a) Defendant must treat Plaintiffs equally with other persons and businesses similarly situated; and (b) Defendant will not infringe upon Plaintiffs' rights.

6. Plaintiffs also seek preliminary and permanent injunctive relief to enjoin

Defendant, Defendant's officers, agents, employees and all other persons acting in active concert with them, from further violating Plaintiffs constitutional rights.

7. Plaintiffs also seek a declaration that Defendant, through its agents, has subjected, and continues to subject, Plaintiffs to harassment, and arbitrary and discriminatory enforcement of its Code in a manner that: (a) violates Plaintiffs' rights to equal protection of the law under the Fourteenth Amendment to the United States Constitution; (b) deprives Plaintiffs of their substantive due process rights under the Fourteenth Amendment; and (c) deprives Plaintiffs of their procedural due process rights under the Fourteenth Amendment.

8. Plaintiffs also seek a declaration that Defendant has subjected them to an unconstitutional taking of private property by arbitrarily and discriminatorily condemning 808 Ridge Drive, DeKalb, Illinois, for more than five (5) months, in violation of the Taking Clause in the Fifth Amendment to the United States Constitution (made applicable to Defendant through the Fourteenth Amendment).

9. Plaintiffs also seek compensatory and other damages under 42 U.S.C. § 1983 based on Defendant's violations of their rights to equal protection and due process of the law under the Fourteenth Amendment.

PARTIES AND JURISDICTION

10. At all times material hereto, Plaintiffs were limited liability companies, all of which are registered to do business in Illinois, with their principal places of business located in Cook County, Illinois, as follows:

a. 1011-1027 Hillcrest LLC ("Hunter Hillcrest"), which at all times material hereto owned fee simple title to the real property and shopping center thereon commonly known as 1011-1027 Hillcrest Drive, DeKalb, Illinois (the "Hillcrest Shopping Center").

b. Hunter DeKalb Properties LLC ("Hunter DeKalb"), which all times material hereto owned fee simple title to the real property and the apartment complex thereon commonly known as 904 Hillcrest Drive, DeKalb, Illinois ("904 Hillcrest"), and 1100 W. Lincoln Highway, DeKalb, Illinois ("Lincoln Tower Apartments").

c. Hunter Normal Properties LLC ("Hunter Normal"), which at all times material hereto owned fee simple title to the real property and the apartment complex thereon commonly known as 801 Lucinda Avenue, DeKalb, Illinois ("Hunter Star").

d. Hunter Campus Suites LLC ("Hunter Campus"), which all times material hereto owned fee simple title to the real property and the apartment complex thereon commonly known as 511 Normal Road, DeKalb, Illinois ("511 Normal").

e. Hunter Tri Frat LLC ("Hunter Tri Frat"), which at all times material hereto owned fee simple title to the real properties and the apartment complexes thereon commonly known as: (a) 1024 W. Hillcrest Drive, DeKalb, Illinois ("1024 Hillcrest"); and (b) 930 Greenbrier Road, DeKalb, Illinois ("930 Greenbrier"); and (c) 934 Greenbrier Road, DeKalb, Illinois ("934 Greenbrier").

f. Hunter Ridgebrook Properties LLC ("Hunter Ridgebrook"), which at all times material hereto owned fee simple title to the real properties and the apartment complexes thereon commonly known as: 808, 832, and 835 Ridge Drive, DeKalb, Illinois ("808 Ridge," 832 Ridge," and "835 Ridge.")

g. Hunter Stadium View Properties LLC ("Hunter Stadium"), which at all times material hereto owned fee simple title to the real properties and the apartment complexes thereon commonly known as 1231, 1311, and 1315 W. Lincoln Highway, DeKalb, Illinois.

11. Defendant City of DeKalb is a municipal corporation organized under the laws of

the State of Illinois.

12. This Court has jurisdiction over this action under 28 U.S.C. § 1331, as this case presents claims that arise under the laws and Constitution of the United States.

13. This Court also has jurisdiction over this action under 28 U.S.C. § 1343(a)(3), because Defendant is a state actor and, relating to each of Plaintiffs' claims against it, was acting under the color of state law.

14. Venue is proper in this District under 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to the claims occurred in this District, and Defendant is subject to personal jurisdiction in this District.

15. This Court also has the authority to enter a declaratory judgment and award injunctive relief under 28 U.S.C. §§ 2201-02.

FACTS COMMON TO ALL COUNTS

16. Hunter Properties are among the largest property owners in the City. Presently, Plaintiffs collectively own and manage 900 residential units in the City, including 892 residential apartment complexes. In addition, Plaintiffs own and operate the Hillcrest Shopping Center, which has a total of eight (8) units/stores.

17. In 2014, Plaintiffs purchased their first property in the City. Between 2014 and 2016, Plaintiffs purchased the Hunter Properties identified in paragraph 10, *supra*, all of which sit adjacent to Northern Illinois University.

18. Through February 2017, Plaintiffs' ownership of the Properties was mostly uneventful. Defendants cited Plaintiffs, in total, for approximately a dozen violations during this period, all of which were promptly cured.

19. In March 2017, things sharply changed, when Defendant started to plan and budget

to redevelop the AGN Neighborhood (the “AGN Redevelopment Project”). *See* Defendant’s City Council’s Authorization dated August 9, 2017, p. 1, **Exhibit 1**.

20. Plaintiffs are among the largest stakeholders in the AGN Neighborhood, and the AGN Properties have an approximate market value of \$64,565,000. The AGN Redevelopment Project would require Defendant to justly compensate Plaintiffs for the AGN Properties when they are taken, as scheduled under the City’s plan. *See* U.S. Const., amend. V (applicable through U.S. Const., amend. XIV); Ill. Const. 1970, art. I, § 15.

21. To reduce this amount, Defendant has targeted Plaintiffs and subjected them to unwarranted harassment, improper scrutiny, unlawful arrests and prosecutions, deliberate destruction of property, and wholly unwarranted fines. Defendant has also used the burden and expense of criminal and ordinance violation proceedings to pressure Plaintiffs to sell the AGN Properties to Defendant at a sharp discount.

22. For example, since March 2017, Defendant has issued an incredible 500-plus ordinance violations against Plaintiffs, all of which were promptly cured, but nevertheless resulted in approximately \$111,475 in fines and penalties.

23. In those proceedings, while the violations were all cured, presiding Dekalb County Circuit Court Judge Bradley J. Waller did not believe that he had discretion under the Code to alter the fines that were assessed. Trying to take advantage of this situation and to strong-arm Plaintiffs, since April 2017, in the ordinance violation proceedings, Defendant, through City Attorney Matthew D. Rose and City Manager Bill Nicklas, made a settlement demand on Plaintiffs to turn over the Hillcrest Shopping Center, presently valued at approximately \$2.8 Million, in exchange the release and satisfaction of these default judgments totaling \$111,475, **Exhibit 2**. Yet, maybe the worst part of this lowball offer was that Plaintiffs would be responsible for the mortgage and,

further, would have to buy out the lease of every tenant. *See Id.*

24. Defendant has not targeted Plaintiffs based on neutral criteria or any criteria bearing a rational relationship to a legitimate governmental interest.

Defendant's Unlawful SWAT Team Raid on Hillcrest Shopping Center

25. In July 2015, Plaintiffs purchased the Hillcrest Shopping Center through foreclosure. Over the ensuing several months, Plaintiffs performed all repairs and improvements Defendant requested, **Group Exhibit 3**.

26. Further, between February and March 2017, Defendant inspected the Hillcrest Shopping Center eight (8) times.

27. On each of these eight occasions, either (a) Defendant's Fire Inspection Officer, William Lynch ("Lynch"), or (b) Don Plass ("Plass"), the manager of the City's building contractor, HR Green, Inc. ("HR Green"), would call Plaintiffs' maintenance supervisor, Tiffany Meadows ("Meadows"), by telephone, the day of the inspection to request entry to the property.

28. On each occasion, Plaintiffs sent an employee to meet Defendant and provide it with voluntary access to the property.

29. This procedure came to an abrupt and arbitrary end on March 30, 2017. That morning, at 8:30 a.m., the City's Attorney, Dean Frieders ("Frieders"), called Meadows and demanded that she attend a meeting with him at the Hillcrest Shopping Center at 9:00 a.m. on the same day. Meadows voluntarily agreed to do so.

30. At that time, Defendant coordinated a SWAT-style raid on the Hillcrest Shopping Center. Over forty (40) of Defendant's officers and officials—including Police, Fire, and Building Inspectors—with Frieders and Lynch at the helm, descended upon and entered the property.

31. Unbeknownst at the time to Plaintiffs, two days before the raid, on March 28, 2017,

Frieders, filed a *Complaint for Search Warrant*, sworn to by Deputy Fire Chief James Zarek ("Zarek"), with the Dekalb County Circuit Court, **Exhibit 4** ("Search Warrant"). To obtain the Search Warrant, Zarek testified, falsely, that on March 28, 2017, Defendant had requested voluntary access to the Hillcrest Shopping Center and had been denied. *See* Exhibit 4. Based on this false representation, the search warrant was granted to Defendant.

32. In truth, Defendant made no attempt to contact Plaintiffs at any time, in any way, on March 28, 2017 to request access to the Hillcrest Shopping Center.

33. Section 104.3 of the Code provides that Defendant must request entry before it can inspect any occupied building. *See* Code, § 104.3. Only if entry is denied may Defendant pursue a search warrant. *See Id.* Defendants violated this provision of the Code.

34. Further, Defendant arbitrarily departed from its usual Code enforcement practices by resorting to SWAT-style tactics against Plaintiffs. *See Vill. of Arlington Heights v. Metro. Hous. Dev. Corp.*, 429 U.S. 252, 267 (1977) (finding that "[d]epartures from the normal procedural sequence" may be used as evidence that "improper purposes are playing a role.")

35. Defendant's raid on the Hillcrest Shopping Center lasted approximately eight (8) hours. The parties walked through every unit of the mall.

36. At the conclusion of the raid, Defendant immediately closed two (2) businesses, a Metro PCS and a taco restaurant.

37. Yet, while these business closures were immediate, it took Defendant two (2) weeks to issue written citations for the violations, resulting in lost rental income to Plaintiffs for this period without opportunity to cure.

38. Further, Defendant condemned four units at the Hillcrest Shopping Center, including two units, 1021 and 1021 1/2 Hillcrest Drive, on the auspices that Defendant had not

authorized or known about the construction of these units.

39. The grounds for condemnation, was discriminatory and arbitrary.

40. The Hillcrest Shopping Center is located in Zone 1, a commercial zone, and the type, number and size of the condemned units are expressly permitted.

41. Further, Plaintiffs purchased the Hillcrest Shopping Center with the units zoned, constructed and occupied.

42. In fact, Lynch told Meadows that Defendant used *these very two units* (Units 1021 and 1021 1/2 Hillcrest Drive) to train employees of the City, including, without limitation, Defendant's Fire Department, prior to Plaintiffs' purchase of the Hillcrest Shopping Center.

43. Defendant's condemnation of Units 1021 and 1021 1/2 interfered with Plaintiff's right to conduct business, including, without limitation, to rent commercial space to tenants.

44. Since March 2017, Plaintiffs have lost, in total, \$58,800 in rental income based on the condemnation of Units 1021 and 1021 1/2.

Defendant's Unlawful Seven Month Condemnation of 808 Ridge

45. 808 Ridge is a 59-unit residential apartment building. On July 9, 2019, at approximately 7:30 p.m., (an) unknown arsonist(s) started a fire there.

46. In total, only seven (7) of the 59 units were damaged in the fire, all of which were in a closed and unoccupied separate wing of the building. No unit occupied by any tenant was damaged.

47. **Yet, for five months, between July and December 2019, Defendant condemned the entire 59-unit building,** forcing the summary vacation of the premises of all tenants for the entire time period.

48. As grounds for the condemnation, Defendant's Fire Chief, Jeff McMaster

(“McMaster”), reported: (a) that there was “structural” damage to 808 Ridge; and (b) that the fire alarm system at the property did not operate.

49. Both of these grounds were false and were actually known by the City to be false. *The very next day after the fire*, on July 10, 2019, Stuart Zwang, Professional Engineer License No. 062033695, inspected 808 Ridge, and issued a report stating that there was *no structural damage* to the property, **Exhibit 5**.

50. The next day, July 11, 2019, Alarm Detection Services, License No. 127-000143, inspected 808 Ridge, and issued a report stating the *fire alarm and sprinkler system was fully functional*, and had been at all times relevant, **Exhibit 6**.

51. Both violations cited as grounds for condemning 808 Ridge were addressed and/or repaired *within 24 hours* of the fire. *See Exhibits 5 and 6*.

52. Not only did Defendant improperly condemn the building in the first place, but it refused to lift the condemnation following cure. All 59-units in 808 Ridge remained condemned, and forbidden to be occupied, *for more than five months*, between July 9, 2019 and December 23, 2019.

53. Defendant’s condemnation of 808 Ridge was not rationally related to any legitimate governmental interests.

54. Defendant deliberately caused 808 Ridge to sustain substantial economic loss.

55. By startling contrast, shortly thereafter, in or about October 2019, the Husky Ridge Apartments (“Husky Ridge”), a 120-unit residential apartment complex on the same block as 808 Ridge, owned by a party not related to Plaintiffs, had a fire in a row of townhouses on the second floor.

56. Contrary to its condemnation of 808 Ridge, Defendant did *not* condemn the entire

Husky Ridge structure, or *any* of the units that were not damaged by the fire. Defendant only condemned the Husky Ridge units damaged in the fire.

57. Defendant did not have a rational basis to treat Plaintiffs differently from other similarly situated persons and businesses, including, but not limited to, Husky Ridge.

58. In sum, Plaintiffs lost \$267,000 in rental income in connection with the wrongful condemnation of 808 Ridge.

Defendant's Discriminatory Statements and Conduct Relating to 904 Hillcrest

59. On or about February 4, 2017, the City condemned Unit 12 at 904 Hillcrest based on an issue with a shower wall, **Exhibit 7**. Plaintiffs immediately made the repairs to the unit and called to schedule the inspection.

60. During this call, Defendant's Code Compliance Inspector, Michael Stuckert ("Stuckert"), told Plaintiffs' maintenance supervisor, Bob Gardner, and Plaintiff's maintenance technician, Robert Segatto, that Defendant would no longer give "special treatment" to "lesbians," referring to Meadows, and *refused to inspect the property* for two days.

61. The law prohibits Defendant from enforcing the Code in a disparate manner based on, among other things, actual or perceived sexual orientation.

62. Defendant's refusal to inspect the property was arbitrary and discriminatory, and resulted in Unit 12 at 904 Hillcrest being condemned without just cause, unlawfully causing 904 Hillcrest to sustain substantial losses.

Defendant's Arbitrary and Discriminatory Conduct Relating to 511 Normal

63. In or about May 2017, HR Green contacted Plaintiffs and demanded that Plaintiffs remove a patch of gravel from 511 Normal. The gravel patch runs approximately 20-feet long by 6 feet wide and sits *completely on Plaintiffs' property*, allowing emergency vehicles, buses, and

other large vehicles to turn around safely.

64. Also, in or about May 2017, the City's Inspections Coordinator, Carl Leno ("Lenoi") called Meadows and told Meadows that permit was required for the gravel patch.

65. Yet, when Meadows asked, Leoni and Plass were unable to identify any provision of the Code, or any other state or federal rule or regulation, prohibiting gravel turnarounds. In fact, there was no such rule or requirement.

66. Several other properties in the immediate vicinity, including Hampton Inn DeKalb and the DeKalb Elks Lodge (#765), have similar gravel turnarounds. Yet, no other such property was forced to remove same.

67. By demanding that Plaintiffs remove the patch of gravel, Defendant subjected Plaintiffs to arbitrary and discriminatory enforcement of the Code for no reasonable or justifiable basis.

68. Plaintiffs declined to capitulate on the gravel turnaround and no fine was assessed.

69. However, in retaliation, since June 2017, Defendant cited Plaintiffs for 25 ordinance violations relating to 511 Normal, **Group Exhibit 8**.

70. In each case, Defendant gave no notice or time to cure to Plaintiffs, in contravention of Plaintiffs' Due Process rights and Section 107.2(4) of the Code. Instead, in each case, Defendant *immediately* lodged complaints with the Dekalb County Circuit Court. *See Exhibit 8*.

71. This conduct was arbitrary and discriminatory and lacked a reasonable basis.

Defendant's Arbitrary and Discriminatory Conduct Relating to Hunter Tri Frat

72. Hunter Tri Frat is a residential apartment complex consisting of 40 separate units and three buildings.

73. In or about March 2017, Defendant, through Plass, demanded that Plaintiffs change

every interior door on *every* unit of Hunter Tri Frat, totaling 60 doors, to labeled 90-minute fire-proof doors, **Exhibit 9**.

74. When asked by Meadows, Plass was unable to identify any provision of the Code, or any other state or federal rule or regulation, requiring Plaintiffs to install 90-minute fire-proof doors. In fact, there was not such rule or requirement.

75. By engaging in this conduct, Defendant subjected Plaintiffs to arbitrary and discriminatory enforcement of the Code for no legitimate governmental interest.

76. Plaintiffs declined to capitulate, and no fine was assessed. However, Defendant used the fire-proof door “issue” as a pretext to conduct interior inspections of all three Hunter Tri Frat buildings. Based on this search, Defendant issued various ordinance violations against Plaintiffs, **Exhibit 10**.

77. In each case, no notice of violation or time to correct was given, in contravention of Plaintiffs’ Due Process rights and Section 107.2(4) of the Code. Rather, in each case, Defendant *immediately* lodged complaints in the Dekalb County Circuit Court.

78. Subsequently, on July 10, 2019, a small fire was started in the laundry room at 930 Greenbrier.

79. Defendant’s Fire Inspection Officer, Lynch, inspected and recommended electrical repairs, **Exhibit 11**.

80. Plaintiffs immediately agreed to make the repairs. On or about July 10, 2019, Plaintiffs hired a licensed contractor, Servpro Damage Restoration (“Servpro”), to perform the electrical work. Servpro completed the job in one day, and power was immediately restored to the building, **Exhibit 12**.

81. Yet, after power was restored, and Plaintiffs requested a re-inspection, the City

refused to re-inspect the building that day. No reason was given for the City's refusal.

82. As a result of Defendant's refusal to re-inspect, the City condemned 930 Greenbrier, forcing 16 residents to be displaced, and losses sustained by said Plaintiff

83. Defendant's condemnation of 930 Greenbrier was not rationally related to any legitimate governmental interests.

Defendant's Arbitrary and Discriminatory Conduct Relating to 808 Ridge

84. In July 2019, Defendant, through Lynch and its Chief Building Official, Dawn Harper ("Harper"), demanded that Plaintiffs install a door latch on every door of every unit at 808 Ridge, **Exhibit 13**.

85. When asked, Lynch and Harper were unable to identify any provision of the Code, or any other state or federal rule or regulation, requiring the installation.

86. In fact, there is no such rule or requirement. Yet, to avoid court hearings and possible fines and penalties for a phantom violation, in or about November 2019, Plaintiffs began to install the latches on the doors at 808 Ridge.

87. Then, in December 2019, Defendant changed course and, through Lynch and Harper, informed Plaintiffs that the City did not want the door latches installed.

88. Defendant's enforcement of the Code relating to the door latches was arbitrary and inconsistent and did not afford Plaintiffs equal treatment under the law.

Defendant's Arbitrary and Discriminatory Conduct Relating to Fire Extinguishers

89. In May 2018, Defendant, through Lynch and City Inspector Aaron Walker demanded that Plaintiffs tag every fire extinguisher in every one of its apartment buildings, **Exhibit 14**.

90. When asked, Lynch and Walker were unable to identify any provision of the Code,

or any other state or federal rule or regulation, requiring the tags.

91. Yet, once again, to avoid court hearings and possible fines and penalties for a phantom violation, Plaintiffs tagged all fire extinguishers in all of their buildings, **Exhibit 15**.

92. Then, in December 2019, Defendant changed course and, through Lynch and Harper, told Plaintiffs not only that the tags were unnecessary, but moreover, that certain buildings did not even need fire extinguishers in the first place, **Exhibit 16**.

93. Defendant's enforcement of the Code relating to the fire extinguisher tags was arbitrary and inconsistent and did not afford Plaintiffs equal treatment under the law.

Defendant's Arbitrary and Discriminatory Conduct Relating to Hunter Star

94. In or about April 2017, Defendant called Plaintiffs at the Hunter Star apartment complex and notified Plaintiffs that debris from the dumpster had blown onto an adjacent property.

95. The next morning, Stuckert came to the Hunter Star property and issued two citations, **Exhibit 17**.

96. The second citation was issued for *four (4) pieces of paper that were on Plaintiffs' property*, and not on the property of anyone else. *See* Exhibit 18. Yet, when Plaintiffs pointed this out to Stuckert, he told Plaintiffs that the tickets would remain in place.

97. That is, the City *knew* that Plaintiffs had not violated the Code, yet it issued a citation to Plaintiffs anyway.

98. Defendant's enforcement of the Code relating to trash removal at the Hunter Star was arbitrary and inconsistent and did not afford Plaintiffs equal treatment under the law.

Defendant's Illegitimate and Harassing Traffic and Parking Tickets

99. In April 2018, Defendant issued two (2) traffic tickets against Plaintiffs for alleged traffic infractions involving company vehicles, totaling \$2,100, **Exhibit 18**.

100. Neither of the tickets were legitimate and both were dismissed, **Exhibit 19**.

101. Yet, Plaintiffs had to retain an attorney and appear in court to have the cases dismissed.

102. Defendant's issuance of unwarranted tickets against Plaintiffs was intentional and amounted to deliberate and unjustified official harassment.

103. Defendant, through Police Officer Brian Ballow ("Ballow"), has also targeted Plaintiffs' employees.

104. Also, in April 2018, Defendant, through Ballow, stopped two (2) vehicles titled to Plaintiffs' employee, Meadows.

105. In each instance, Ballow asked the driver for proof of insurance and ran the drivers' license and tags. No reason was given for any of the stops and no tickets were issued.

106. None of the stops were legitimate. They were meant only to intimidate and harass Plaintiffs.

107. Also, in April 2018, Defendant, through Ballow, without warning or proper cause, seized the tag (license plate) off of a vehicle Meadows purchased from a friend, Chad Anderson ("Anderson"), in an intentional act of official harassment and intimidation. Ballows claimed that Anderson called the police and reported the tags stolen. Shortly after the incident, Meadows spoke with Anderson, who confirmed that he never called the police.

108. Similarly, in March 2018, Defendant issued three tickets to automobiles parked outside of the Meadows' home, on the pretext that the vehicles were parked too close to the intersection, **Exhibit 20**.

109. None of the tickets were legitimate, and, but sharp contrast, none of Meadows' neighbors similarly parked, including McMaster, were similarly targeted or ticketed.

110. Defendant did not have a rational basis to treat Plaintiffs differently from other similarly situated persons and businesses.

111. Defendant's pattern of issuing unwarranted tickets against Plaintiffs' employees was intentional and amounted to deliberate and unjustified official harassment.

Defendant's Disparate and Suspicionless Surveillance

112. Between April 2019, to date, Defendant, through its Building Inspector, Frank Beasley, issued various ordinance violations against Plaintiffs for alleged Code violations relating to trash pickup, **Group Exhibit 21**.

113. In each case, Defendant gave Plaintiffs no notice or time to cure, in contravention of Plaintiffs' Due Process rights and Section 107.2(4) of the Code. In each case, Defendant *immediately* filed a complaint in the Dekalb County Circuit Court. *See Exhibit 21*.

114. Defendant's enforcement of the Code relating to the surveillance of Hunter Tri Frat was arbitrary and inconsistent and did not afford Plaintiffs equal treatment under the law.

115. Defendant's arbitrary and discriminatory surveillance of Plaintiffs is intentional, persistent, and ongoing.¹

Defendant's Harassing Telephone Calls

116. Between February 2019, to date, Defendant's Police Department Dispatch has telephoned Plaintiffs more than 20 times, at all hours of the day and night (often between 1:00 and 5:00 a.m.), for non-emergency reasons.

117. Most recently, on August 22, 2020, Defendant's Police Department Dispatch called

¹ Defendant surreptitiously obtained approximately 100 default judgments against Plaintiffs in ordinance violation proceedings in the Dekalb County Circuit Court ("Circuit Court"), **Group Exhibit 22**. Defendant did this by failing to provide *any* notice to Plaintiffs of the ordinance proceedings, the default judgment hearings, and the default judgments themselves. No proof of service was filed in *any* of these approximately 100 ordinance violation proceedings. Nonetheless, while Plaintiffs' prior counsel attempted to set aside the defaults, those efforts were ultimately unsuccessful.

Meadows at approximately 2:00 a.m., at 3:00 a.m., and again at 4:00 a.m., for non-emergency matters.

118. Defendant has called Plaintiff in this manner, and at these hours, to harass, intimidate and torment Plaintiffs.

119. Defendant's arbitrary and discriminatory telephone calls, at all hours of the day and night, to Plaintiffs, is intentional, persistent, and ongoing.

COUNT I: EQUAL PROTECTION

120. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

121. The Fourteenth Amendment to the U.S. Constitution prohibits cities from denying equal protection of the laws.

122. While acting under color of state law, Defendant has deliberately, arbitrarily, and unreasonably abused its power by subjecting Plaintiffs to disparate Code enforcement efforts.

123. Such conduct is an unconstitutional abridgement of Plaintiffs' affirmative rights to equal protection of the laws under the Fourteenth Amendment.

124. Defendant's enforcement of the Code is unconstitutional because Defendant treats Plaintiff differently from other similarly situated persons and businesses.

125. Defendant's different treatment of Plaintiff from other similarly situated persons and businesses is not supported by, or rationally related to, a legitimate governmental interest.

126. Defendant's actions are arbitrary and discriminatory, and its enforcement of the Code is irrational and disparate.

127. Defendant, in violation of the Equal Protection Clause, has caused, and will continue to cause, Plaintiffs to suffer undue and actual hardship and irreparable injury.

128. Plaintiffs have no adequate remedy at law to correct the continuing deprivations of

their most cherished constitutional liberties.

129. Plaintiffs are entitled to a judgment under 42 U.S.C. § 1983 declaring that Defendant has violated the Fourteenth Amendment.

130. Plaintiffs are also entitled to a judgment under 42 U.S.C. § 1983 for their compensatory and punitive damages stemming from this violation.

131. Further, as a direct and proximate result of the Defendant's continuing violations of their rights, Plaintiffs are also entitled to a judgment under 42 U.S.C. § 1983 for injunctive relief enjoining Defendant from further violating Plaintiffs' constitutional rights.

WHEREFORE, Plaintiffs respectfully request that the Court grant the equitable and legal relief set forth in the prayer for relief.

COUNT II: SUBSTANTIVE DUE PROCESS

132. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

133. The Due Process clause of the Fourteenth Amendment to the U.S. Constitution provides that no state shall "deprive any person of life, liberty, or property, without due process of law." *See* U.S. Const. amend. XIV, § 1.

134. Plaintiffs have a protectable property right in each and every one of the Properties.

135. Defendants' enforcement of the Code constitutes a violation of Plaintiff's rights under the Due Process Clause of the Fourteenth Amendment.

136. While acting under color of state law, Defendant deliberately, arbitrarily, and unreasonably abused its power by subjecting Plaintiffs to disparate Code enforcement.

137. In doing so, Defendant deprived Plaintiffs of the economic use and benefit of the Properties.

138. In condemning Plaintiffs' Properties at 808 Ridge, 904 Hillcrest, and 930

Greenbrier, Defendant acted arbitrarily, and in a manner that was not rationally related to any legitimate governmental interests.

139. Plaintiffs are entitled to a judgment under 42 U.S.C. § 1983 declaring that Defendant has violated their substantive due process rights under the Fourteenth Amendment.

140. Plaintiffs are also entitled to a judgment under 42 U.S.C. § 1983 for their compensatory and punitive damages stemming from this violation.

COUNT III: PROCEDURAL DUE PROCESS

141. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

142. The Due Process clause of the Fourteenth Amendment to the U.S. Constitution provides that no state shall “deprive any person of life, liberty, or property, without due process of law.” *See* U.S. Const. amend. XIV, § 1.

143. Plaintiffs have a protectable property interest in the Properties, and the right not to be subjected to arbitrary or discriminatory Code enforcement.

144. Defendant has enforced the Code in an arbitrary or discriminatory manner, in that Defendants have failed to give Plaintiffs reasonable notice and time to complete the repairs and improvements for which they were cited.

145. Permitting Defendant to penalize Plaintiffs under the Code without providing Plaintiffs with any time to comply is unconstitutional.

146. Further, the Code has no safeguards in place to ensure that Defendant gives Plaintiffs (or anyone else) a reasonable time to complete repairs and improvements that have been ordered.

147. Defendant has a financial stake when it penalizes someone under the Code, and thus, it is not a neutral party.

148. Plaintiffs are entitled to a judgment under 42 U.S.C. § 1983 declaring that Defendant has violated their procedural due process rights under the Fourteenth Amendment.

149. Plaintiffs are also entitled to a judgment under 42 U.S.C. § 1983 for their compensatory and punitive damages stemming from this violation.

COUNT IV: INVERSE CONDEMNATION

150. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

151. The Fifth Amendment of the U.S. Constitution, made applicable to the States through the Fourteenth Amendment, provides that “private property shall not be taken for public use, without just compensation.” *See* U.S. Const. amend. V.

152. Plaintiffs have a protectable property interest in the Properties, and the right not to be subjected to arbitrary or discriminatory Code enforcement.

153. While acting under color of state law, Defendant deliberately, arbitrarily, and unreasonably abused its power by subjecting Plaintiffs to disparate Code enforcement.

154. Defendant improperly applied the City’s condemnation ordinance, Section 108.4 of the Code, to deprive Plaintiffs of all economic benefits of 808 Ridge for a seven-month period, between ____ and ____.

155. 808 Ridge was rendered completely “economically idle” and useless for these seven months, with no income generated and nearly 200 residents displaced. *See Lucas v. S.C. Coastal Council*, 505 U.S. 1003, 1019 (1992).

156. Defendant’s condemnation of 808 Ridge was unconstitutional, resulting in an inverse condemnation and regulatory taking of 808 Ridge without just compensation.

157. Plaintiffs are entitled to a judgment under 42 U.S.C. § 1983 declaring that Defendant has unconstitutionally taken their Property.

158. Plaintiffs are also entitled to a judgment under 42 U.S.C. § 1983 for their compensatory and punitive damages stemming from this violation.

COUNT V: FEDERAL CIVIL RICO, 18 U.S.C. § 1962(c) and (d)

159. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

160. Defendant is a person as defined under 18 U.S.C. § 1961(3) and an enterprise as defined under 18 U.S.C. § 1961(4).

161. Defendant has committed more than two acts of racketeering activity within the last ten years and therefore have engaged in a pattern of racketeering activity as defined under 18 U.S.C. § 1961(5).

162. Defendant's multiple related and coordinate acts constitute a pattern of racketeering activity aimed at ousting Plaintiffs from the Properties and depriving Plaintiffs their constitutional and property rights.

163. Each of Defendant's predicate acts are related to one another, as they have the shared aim of harming Plaintiff and forcing Plaintiffs to relinquish ownership of the Properties.

164. Defendant engaged in the pattern of racketeering activities to advance its own interests, as an enterprise, and to further their fraudulent scheme against Plaintiffs under a veil of legitimacy. Defendant used its position to further its racketeering scheme to oust Plaintiffs from the Properties.

165. Defendant is an enterprise and conducted its affairs through a pattern of racketeering activity designed and intended to oust Plaintiffs from the Properties and injure Plaintiffs by depriving them their constitutional and property rights.

166. Defendant's pattern of racketeering amounts to and poses a clear threat of continued criminal activity through the enterprise of the City.

167. Defendant's pattern of racketeering activities has continued for the past four and a half years, and based on the past conduct, the pattern of racketeering will most likely continue into the future with no discernable end and continued threat of repetition.

168. Defendant has orchestrated and conducted the enterprise through a pattern of racketeering activity. Specifically, Defendant, under the guise of City's ordinance proceedings, has engaged in a concerted effort to oust Plaintiffs from the Properties.

169. The City has been turned into an enterprise designed to oust Plaintiffs from the Properties and "run them" from the City through a pattern of racketeering activity.

170. Defendant committed the predicate acts with the knowledge that such acts were part of a pattern of racketeering activity.

171. The Properties are involved in interstate commerce, and Defendant's conduct that consistently interrupted Plaintiffs' business affected interstate commerce.

172. Plaintiff is entitled to compensatory, statutory and punitive damages, costs and attorneys' fees related to Defendant's conduct.

COUNT VII: VOID FOR VAGUENESS

173. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

174. The provisions of Section 107.2 of the Code that requires Defendant to provide notice that "[i]nclude[s] a correction order allowing a *reasonable time* to make the repairs and improvements" for which a person is cited, are so vague as to violate Plaintiffs' due process rights under the Fourteenth Amendment and are therefore void.

175. Section 107.2 of the Code is void for vagueness because it fails to ensure that Defendant provides fair notice of an alleged ordinance violation.

176. Section 107.2 of the Code is also void for vagueness because it fails to ensure that

the Code is not arbitrary and discriminatory enforced.

177. Defendants' assessment of penalties and fines against Plaintiffs for noncompliance where no notice and no time to comply was given, punishes Plaintiffs under the Code, and is inherently penal in nature.

178. The Code does not explicitly and definitely set forth any methodology or standard for determining a reasonable time to make any repair or improvement.

179. The vagueness and standardlessness of Section 107.2 of the Code fosters biased, prejudiced, arbitrary, discriminatory and overreaching exercises of state authority by Defendant.

180. Plaintiffs are entitled to a judgment under 42 U.S.C. § 1983 declaring that Section 107.2 of the Code is void for vagueness under the Fourteenth Amendment of the U.S. Constitution.

COUNT VI: INJUNCTIVE RELIEF

181. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

182. The manner in which Defendant has enforced the Code, and state and federal rules and regulations, violates Plaintiffs' due process rights and rights to equal protection of the laws.

183. Plaintiffs are in need of immediate injunctive relief to prevent Defendants from taking any further action that is detrimental to Plaintiffs' constitutional rights.

184. Plaintiffs will suffer irreparable harm if a preliminary and permanent injunctive relief injunction is not granted.

185. Plaintiffs have raised more than a fair question as to the likelihood that they will succeed on the merits of this claim.

186. Plaintiffs respectfully requests that the Court enter an order under 42 U.S.C. § 1983 enjoining the Defendant from continuing to enforce the Code against Plaintiffs in a discriminatory, unreasonable or arbitrary manner.

COUNT VII: ATTORNEYS' FEES

187. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

188. Plaintiffs respectfully request that the Court exercise its discretion to enter an order under 42 U.S.C. § 1988(b) requiring Defendant to pay Plaintiffs their reasonable attorneys' fees in the event Plaintiffs are the prevailing party in this matter.

PRAYER FOR RELIEF

1. That this Court immediately issue a Preliminary Injunction to enjoin Defendant, Defendant's officers, agents, employees and all other persons acting in active concert with them, from enforcing the Municipal Code, Building Code and Property Maintenance Code of the City of DeKalb, so that: (a) Defendant must treat Plaintiffs equally with other persons and businesses similarly situated; and (b) Defendant will not enforce the Codes in any manner to infringe upon Plaintiffs' rights.

2. That this Court immediately issue a Permanent Injunction to enjoin Defendant, Defendant's officers, agents, employees and all other persons acting in active concert with them, from enforcing the Municipal Code, Building Code and Property Maintenance Code of the City of DeKalb, so that: (a) Defendant must treat Plaintiffs equally with other persons and businesses similarly situated; and (b) Defendant will not enforce the Codes in any manner to infringe upon Plaintiffs' rights.

3. That this Court render a Declaratory Judgment declaring Section 107.2 of the Municipal Code, City of DeKalb, Property Maintenance Code, unconstitutional, and declaring that Defendant, Defendant's officers, agents, employees and other persons acting in active concert with them, unlawfully obstructed Plaintiff from exercising Plaintiff's constitutionally protected rights.

4. That this Court render a Declaratory Judgment declaring that Defendant must treat

Plaintiffs equally with other persons and businesses similarly situated, and will not use the Code in any manner to infringe upon Plaintiffs' rights.

5. That the Court award to Plaintiffs compensatory damages, in an exact amount to be proved at trial, statutory damages, punitive damages, and nominal damages.

6. That the Court allow Plaintiffs to recover their reasonable attorneys' fees against Defendants under 42 U.S.C. § 1988.

7. Such other and further relief that is just and proper.

Respectfully submitted,

Hunter Trifrat LLC, Hunter 1011-1027 Hillcrest LLC, Hunter Campus Suites LLC, Hunter Dekalb Properties LLC, Hunter Stadium View Properties LLC, Hunter Ridgebrook Properties LLC, Hunter Normal Properties LLC,

By: _____
One of Plaintiffs' Attorneys

Gary D. Ashman (No. 0077283)
Frank Lara (No. 06325725)
Ashman & Stein, P.C.
8707 Skokie Blvd., #100
Skokie, IL 60077
312/782-3484
Firm No. 37710
gdashman@ashmanstein.com
flara@ashmanstein.com

EXHIBIT C
(LIST OF REPAIRS)

Court	Citation #	Viol	Docket #	Viol Date	Offense
Administrative	CC20-132	1	20AH2824	09/17/2020	EXTERIOR STRUCTURE/GLAZING
Administrative	CC20-132	2	20AH2824	09/17/2020	RUBBISH OR GARBAGE
Administrative	CC20-131	1	20AH2822	09/17/2020	WEEDS / GRASS FIRST TIME OFFENDER
Administrative	CC20-131	2	20AH2822	09/17/2020	RUBBISH OR GARBAGE
Administrative	CC-131	1	20AH2823	09/17/2020	RUBBISH OR GARBAGE
Administrative	CC20-121	2	20AH2343	08/14/2020	ELECTRICAL EQUIPMENT - INSTALLATION
Administrative	CC20-121	4	20AH2343	08/14/2020	ELECTRICAL EQUIPMENT - INSTALLATION
Administrative	CC20-122	3	20AH2344	08/11/2020	UNSAFE STRUCTURES AND EQUIPMENT
Administrative	CC20-122	8	20AH2344	08/11/2020	IFC - GENERAL REQUIREMENTS
Administrative	CC20-122	10	20AH2344	08/11/2020	INTERIOR STRUCTURE / INTERIOR SURFACES
Administrative	CC20-122	11	20AH2344	08/11/2020	RUBBISH OR GARBAGE
Administrative	CC20-122	12	20AH2344	08/11/2020	IFC - ILLUMINATION EMERGENCY POWER
Administrative	CC20-122	13	20AH2344	08/11/2020	EXTERIOR STRUCTURE-PROTECTIVE TREATMENT
Administrative	CC20-128	1	20AH2812	09/15/2020	RUBBISH OR GARBAGE
Administrative	CC20-129	1	20AH2817	09/16/2020	RUBBISH OR GARBAGE-DISPOSAL
Administrative	CFH20-007	1	20AH3494	10/05/2020	OFFENSES AGAINST PUBLIC PEACE,SAFETY, MORALS- CHRONIC DISORDERLY HOUSE
Administrative	CC20-140	1	20AH4295	11/05/2020	EXTERIOR STRUCTURE/GLAZING
Administrative	CFH20-008	1	20AH5032	11/19/2020	OFFENSES AGAINST PUBLIC PEACE,SAFETY, MORALS- CHRONIC DISORDERLY HOUSE
Administrative	CC20-130	1	20AH2818	09/16/2020	RUBBISH OR GARBAGE
Administrative	CFH21-001	1	21AH059	01/19/2021	OFFENSES AGAINST PUBLIC PEACE/SAFETY AND MORALS-DISORDERLY HOUSE

EXHIBIT C
(LIST OF REPAIRS)

HUNTER PROPERTIES CODE VIOLATION LIST

ADDRESS	APT	VIOLATIONS	NOTES	STATUS
<u>1100 W Lincoln Hwy (Lincoln Towers)</u>	General	305.3, 308.1, 605.1, 606.1, 1010.1.9.11, 703.2.3, 504.1	Elevator ceiling grate missing, elevator flooring damaged, rubbish throughout hallways, rubbish throughout exterior, collapsed ceiling 6th floor, open wires, Elevator out-of-service, Basement access door is off hinges, Door hardware must be installed in north and south stairwells to allow resident evacuation and FD access to standpipes, Appropriate Knox Box keys not available.	Citation
	508	305.3, 504.1, 305.6, 605.2	Ceiling damaged, water leak from ceiling, closet doors must be on guiderails, damaged electrical outlet faceplate	Warning Letter
	208	504.1, 605.1, 305.3, 305.6, 704.2	Shower Eschutcheon plate must be attached, bathroom light fixture needs proper cover, drywall damage, entrance door hinges loose, smoke detectors removed from mount.	Warning Letter
	604	305.3	Damaged/Collapsed ceiling from water damage-1/20/2020	Condemned
	608	305.3	Damaged/Collapsed ceiling from water damage-02/11/2019	Condemned
	613	305.3	Damaged/Collapsed ceiling from water damage-12/09/2019	Condemned
<u>1011-1027 W Hillcrest Dr (Hillcrest Shopping Center)</u>				

1027	Rocky's	Failed inspections no additional contact since 12/2020 (sign selling pop)	Open Permit
1025-1/2	American Dream Tax Real Estate & Staffing		
1025	Clothing It2 Fashions		
1023-1/2	American Tax Dream/Uhaul	Zoning Citation Pending	
1023	Huskies Discount Tobacco		
1021-1/2	West side 2 upper Apts	Uninhabitable - Total of 2 Illegal Apts. - Remodel plans received. No permit application received.	Condemned
1021	Tacos Salsas Y Carnitas	FLS / Illegal Signage (2 doors)	observed
1019	East side upper Apts - Hillcrest Plaza Apts	304.13/.1/.2, 305.4, 305.5, 306.1.1.6.2, 307.1, 308.1, 308.2, 402.2, 703.2, 704.1, 704.2, 906.1, 906.2, 1008.2.1, 1008.3.2, 1013.3	Windows/door in disrepair/broken, interior stair treads damaged, handrails broken, deterioration of wood framing members, missing handrails, rubbish throughout property-in and out, multiple light fixtures not functional, damaged/missing door closures, smoke detectors missing/need servicing, extinguishers missing/discharged, hall lighting missing/inadequate, emergency light not operating or damaged, exit signs not operating or damage
door marked 1021	Empty	(stone front area)	
1015	Unisex Hair Salon		
1013	Northern Fresh Market		
1011	Sea Captain	FLS	
End Door	Access to Upper Apts	No recent complaints	

TRI-FRAT

1024 W Hillcrest Dr,
930 Greenbrier Rd,
934 Greenbrier Rd

General	108.5, 302.3, 304.13, 305.4, 306.1.1, 308.1, 308.2, 308.2.2, 402.2, 703.2, 704.1, 704.2, 906.1, 906.2, 1008.3.2, 1013.3	Condemned area of building open, sidewalks not cleared of snow and ice, exterior doors don't properly close, interior stair treads damaged, masonry is dilapidated, rubbish throughout property-in and out, multiple light fixtures not functional, damaged/missing door closures, several smoke detectors need servicing, several emergency lights not operating or damaged, several exit signs not operating or damaged	1. Basement Condemned all three Bldgs 2.Citations pending
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934 Greenbrier

	24-1-105.1	Sprinkler System modified without permit by registered contractor.	Condemned basement
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RIDGEBROOK

835 Edgebrook Dr

General	704.1.1, 704.2.1.2	Inspection and testing of automatic sprinkler system, Fire/smoke alarms	Citation Pending
	304.13, 308.1, 308.2, 703.2, 906.1, 906.2, 1008.2, 1008.3	broken windows/doors, rubbish throughout - in & out, fire doors missing closers, missing or discharged fire extinguishers, hall lighting missing/inadequate, emergency lights not operating or damaged	Observed

832 Ridge Dr

General	704.1.1, 704.2.1.2	Inspection and testing of automatic sprinkler system, Fire/smoke alarms	Citation Pending
General	304.13, 305.3, 308.1, 308.2, 703.2, 906.1, 906.2, 1008.2, 1008.3	broken window, damaged drywall, rubbish throughout - in & out, fire doors disengaged/missing closers, missing fire extinguishers, hall lighting missing/not operating, emergency lights	Observed

104	No electric/No heat 10/29/2020	Condemned
123	No electric/No heat 10/30/2020	Condemned

808 Ridge Dr

General	304.13, 305.3, 308.1, 308.2, 703.2, 906.1, 906.2, 1008.2, 1008.3	broken windows/doors,damaged drywall, rubbish throughout, fire doors missing/disengaged closers, missing or discharged fire extinguishers, hall lighting non-functional, emergency lights not operating or damaged	Observed
General	water heaters /door closers	Agreement made to have 30% of all water heaters wiring connections updated and 50% all door closers in place each year until completed.	No contact from Tiff for 2020 inspection
116		Fire 09/16/2020	Condemned



**CHICAGO TITLE
INSURANCE COMPANY**

City of Dekalb
164 East Lincoln Highway
Dekalb, IL 60115

File Number: 21021309DK
Buyer(s)/Borrower(s): City of Dekalb
Property Address: 1011-1027 West Hillcrest Drive, Dekalb, IL 60115

DATE: 10/14/2021
SETTLEMENT AGENT OR APPROVED ATTORNEY:
Chicago Title & Trust Company
2128 Midlands Ct Ste 108
Sycamore, IL 60178-3199
8157585900

To Whom It May Concern:

In consideration of Your acceptance of this letter, **Chicago Title Insurance Company** (the "Company"), agrees to indemnify You for actual loss of Funds incurred by You in connection with the closing of the referenced real estate transaction (the "Real Estate Transaction") conducted by the Settlement Agent or Approved Attorney on or after the Date of this letter, subject to the Requirements and Conditions and Exclusions set forth below:

REQUIREMENTS

1. The Company issues or is contractually obligated to issue a Policy in connection with the Real Estate Transaction;
2. You are to be:
 - (a) a lender secured by an Insured Mortgage on the Title to the Land or as borrower under an Insured Mortgage on the Title to the Land;
 - (b) a purchaser or lessee of the Title to the Land who will be insured under a policy to be issued by the Company; or
 - (c) a seller of the Title to the Land, provided that the Company issues or is contractually obligated to issue a policy to your purchaser or your purchaser's lender;
3. The aggregate of all Funds You transmit to the Settlement Agent or Approved Attorney for the Real Estate Transaction does not exceed \$5,000,000.00; and
4. Your loss is solely caused by:
 - (a) Failure of the Settlement Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the Title to the Land or the validity, enforceability and priority of the lien of the Insured Mortgage on the Title to the Land, including the obtaining of documents and the disbursement of funds necessary to establish the status of Title to the Land or lien of the Insured Mortgage, or (b) the obtaining of any other document, specifically required by you, but only to the extent the failure to obtain the other document affects the status of the Title to the Land or the validity, enforceability and priority of the lien of the Insured Mortgage on the Title to the Land; or
 - (b) Fraud, dishonesty or negligence of the Settlement Agent in handling your funds (including funds shown as to be paid to you or on your behalf on the settlement statement prepared by the Settlement Agent) or documents in connection with the subject closing to the extent that fraud, dishonesty or negligence relates to the status of the Title to the Land or to the validity, enforceability, and priority of the lien of the Insured Mortgage on the Title to the Land.

CONDITIONS AND EXCLUSIONS

1. Your transmittal of Funds or documents to the Settlement Agent or Approved Attorney for the Real Estate Transaction constitutes Your acceptance of this letter.
2. For purposes of this letter:
 - (a) "Commitment" means the Company's written contractual agreement to issue the Policy.
 - (b) "Funds" means the money received by the Settlement Agent or Approved Attorney for the Real Estate Transaction.
 - (c) "Policy" means the contract or contracts of title insurance, each in a form adopted by the American Land Title Association, issued or to be issued by the Company in connection with the closing of the Real Estate Transaction.
 - (d) "You" or "Your" means:
 - (i) the Addressee of this letter; and
 - (ii) subject to all rights and defenses relating to a claim under this letter that the Company would have against the Addressee,
 - (A) the assignee of the Insured Mortgage, provided such assignment was for value and the assignee was, at the time of the assignment, without Knowledge of facts that reveal a claim under this letter; and
 - (B) the warehouse lender in connection with the Insured Mortgage.
 - (e) "Indebtedness", "Insured Mortgage", "Knowledge" or "Known", "Land", and "Title" have the same meaning given them in the American Land Title Association Loan Policy.
3. The Company is not liable under this letter for any loss arising from any:
 - (a) failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions that require title insurance protection in connection with the Real Estate Transaction inconsistent with that set forth in the Commitment. Your written closing instructions received and accepted by the Settlement Agent or Approved Attorney after issuing the Commitment that require the removal, where allowed by state law, rule, or regulation, of specific Schedule B Exceptions from Coverage or compliance with the requirements contained in the Commitment will not be deemed to require inconsistent title insurance protection;
 - (b) loss or impairment of Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency, or suspension, except loss or impairment resulting from failure of the Settlement Agent or Approved Attorney to comply with Your written closing instructions to deposit Your Funds in a bank that You designated by name;
 - (c) constitutional or statutory lien or claim of lien that arises from services, labor, materials, or equipment, if any Funds are to be used for the purpose of construction, alteration, or renovation. Condition and Exclusion 3.(c) does not modify or limit Your coverage, if any, as to any lien for services, labor, materials, or equipment in the Policy;
 - (d) defect, lien, encumbrance, adverse claim or other matter in connection with the Real Estate Transaction. Condition and Exclusion 3.(d) does not modify or limit Your coverage in the Policy;
 - (e) fraud, theft, dishonesty, misappropriation, or negligence by You or by Your employee, agent, attorney, or broker;
 - (f) fraud, theft, dishonesty, or misappropriation by anyone other than the Company, Settlement Agent or Approved Attorney;
 - (g) settlement or release of any claim by You without the Company's written consent;
 - (h) matters created, suffered, assumed, agreed to, or Known by You;
 - (i) failure of the Settlement Agent or Approved Attorney to determine the validity, enforceability, or the effectiveness of a document required by Your closing instructions. Condition and Exclusion 3.(i) does not modify or limit Your coverage in the Policy;
 - (j) Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law, or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan including any failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions relating to those laws;
 - (k) federal or state laws establishing the standards or requirements for asset-backed securitization including, but not limited to, exemption from credit risk retention, including any failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions relating to those laws;
 - (l) periodic disbursement of Funds to pay for construction, alteration, or renovation on the Land;
 - (m) Settlement Agent or Approved Attorney acting in the capacity of a qualified intermediary or facilitator for tax deferred exchange transactions as provided in Section 1031 of the Internal Revenue Code; or

- (n) wire fraud, mail fraud, telephone fraud, facsimile fraud, unauthorized access to a computer, network, email, or document production system, business email compromise, identity theft, or diversion of Funds to a person or account not entitled to receive the Funds. Condition and Exclusion 3.(n) does not modify or limit:
- (i) Your coverage in the Policy; or
- (ii) indemnification in this letter for Your loss solely caused by fraud, theft, dishonesty, or misappropriation by the Settlement Agent or Approved Attorney in handling Your Funds or documents in connection with the closing, but only to the extent that the fraud, theft, dishonesty, or misappropriation adversely affects the status of the Title to the Land or the validity, enforceability, or priority of the lien of the Insured Mortgage on the Title to the Land.
4. If the closing is to be conducted by an Approved Attorney, a Commitment in connection with the Real Estate Transaction must have been received by You prior to the transmittal of Your final closing instructions to the Approved Attorney.
5. When the Company indemnifies You pursuant to this letter, it is subrogated to all rights and remedies You have against any person, entity, or property had You not been indemnified. The Company's liability for indemnification is reduced to the extent that You have impaired the value of this subrogation right.
6. The Company's aggregate liability for loss under this letter and all other closing protection letters relating to the Real Estate Transaction shall not exceed the amount of all Funds deposited by all parties to the Real Estate Transaction.
7. The Company is liable only to the owner of the Indebtedness at the time that payment is made. Condition and Exclusion 7 does not apply to a purchaser, borrower, seller or lessee.
8. Payment to You or to the owner of the Indebtedness under either the Policy or from any other source reduces liability under this letter by the same amount. Payment in accordance with the terms of this letter constitutes a payment pursuant to the Conditions of the Policy.
9. The Settlement Agent is the Company's agent only for the limited purpose of issuing policies. Neither the Settlement Agent nor the Approved Attorney is the Company's agent for the purpose of providing closing or settlement services. The Company's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. The Company is not liable for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction, 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.
10. The Company is not liable for a loss if the written notice of a claim is not received by the Company within one year from the date of the transmittal of Funds. The condition that the Company must be provided with written notice under Condition and Exclusion 10 will not be excused by lack of prejudice to the Company.
11. You must promptly send written notice of a claim under this letter to the Company at its principal office at P.O. Box 45023, Jacksonville, FL 32232-5023. If the Company is prejudiced by Your failure to provide prompt notice, the Company's liability to You under this letter is reduced to the extent of the prejudice.
12. When requested by the Company, You, at the Company's expense, must:
- (a) give the Company all reasonable aid in:
- (i) securing evidence, obtaining witnesses, prosecuting, or defending any action or proceeding, or effecting any settlement; and
- (ii) any other lawful act that in the opinion of the Company may be necessary or desirable to enable the Company's investigation and determination of its liability under this letter;
- (b) deliver to the Company all records, in whatever medium maintained, that pertain to the Real Estate Transaction or any claim under this letter; and
- (c) submit to examination under oath by any authorized representative of the Company with respect to any such records, the Real Estate Transaction, any claim under this letter or any other matter reasonably deemed relevant by the Company.
13. The Company is not liable under this letter if:
- (a) the Real Estate Transaction has not closed within one year from the Date of this letter; or
- (b) at any time after the Date of this letter, but before the Real Estate Transaction closes, the Company provides written notice of termination of this letter to the Addressee at the address set forth above.
14. The protection of this letter extends only to real estate closings which take place in the State of Illinois, and any court or arbitrator must apply the law of that state to interpret and enforce the terms of this letter. The court or arbitrator must not apply conflicts of law principles to determine the applicable law. Any litigation or other proceeding under this letter must be filed only in a state or federal court within the United States of America or its territories having jurisdiction.
15. There is no right for any claim under this letter to be arbitrated or litigated on a class action basis.
16. Either the Company or You may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000. If You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and You.
17. This letter is effective only if the Real Estate Transaction involves either (i) nonresidential real property where the amount of Funds is less than \$2,000,000, or (ii) residential real property.

This letter supersedes and cancels any previous letter or similar agreement for closing protection that applies to the Real Estate Transaction and may not be modified by the Settlement Agent or Approved Attorney.

CPL80513(4/2021)

Chicago Title Insurance Company
By:


Eric Lowe, Senior Underwriting Counsel

LETTER ID: 47803204 Agent 110003.40.72.13

Please direct all correspondence and inquiries to: 601 Riverside Ave., Jacksonville, FL 32204 Telephone: (800) 586-0031

THIS LETTER IS ONLY AUTHORIZED FOR USE IN ILLINOIS AND MAY BE USED ONLY FOR THE SPECIFIC TRANSACTION IDENTIFIED ABOVE.

**THIS INSTRUMENT WAS
PREPARED BY:**

Michael Z. Margolies
2201 Main Street
Suite 101
Evanston, Illinois 60202

SPECIAL WARRANTY DEED

2 102309 DE

THE GRANTOR, 1011-1027 HILLCREST LLC , an Illinois limited liability company, for the consideration of TEN and no/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid, CONVEYS and GRANTS to CITY OF DEKALB, an Illinois home rule municipal corporation **GRANTEE**, its successors and assigns, all interest in the real estate situated in the County of DeKalb in the State of Illinois, legally described on Exhibit A attached hereto and made a part hereof, subject to those matters set forth on Exhibit B attached hereto and made a part hereof. The Grantors hereby convey, transfer, and waive any and all homestead rights under the Illinois Homestead Exemption Act.

TO HAVE AND TO HOLD THE PREMISES, ITS SUCCESSORS AND ASSIGNS,
FOREVER.

The Grantor, for itself, and its successors and assigns, does hereby covenant, promise and agree, to and with the Grantee, its successors and assigns, that during the period that the Grantor has owned the Property, it has not done or suffered to be done anything whereby the Property hereby granted is, or may be, in any manner encumbered or charged, except for the exceptions noted on Exhibit B attached hereto, and the Grantor will warrant and forever defend the Property against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

Property Address: 1011-1027 West Hillcrest Drive, DeKalb, IL 60115

PIN: 08-15-151-014

IN WITNESS WHEREOF, the Grantor(s) has/have executed this Special Warranty Deed as of this 14th day of October, 2021.

1011-1027 HILLCREST LLC , an
Illinois limited liability company

By: _____

Eric Rothner, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ERIC ROTHNER, Manager of 1011-1027 HILLCREST LLC , an Illinois limited liability company, 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 as such Manager that he signed, sealed, and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal this 14 day of October, 2021.

Commission expires _____


Notary Public

Send Tax Bills To and :
Return to After Recording:
ATTN: Legal
CITY OF DEKALB
164 E. Lincoln Hwy
DeKalb, IL 60115



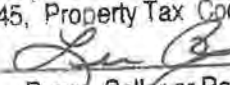
Exempt under provisions of Paragraph 6
Section 31-45, Property Tax Code.
10-18-21 
Date Buyer, Seller or Representative

EXHIBIT A

Legal Description

PART OF LOT 703 IN TWELFTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 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, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING ON A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE LEFT, A DISTANCE OF 223.82 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 223.37 FEET), TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ALONG A CURVE TO THE RIGHT THE RADIUS OF WHICH IS 635.0 FEET FOR A DISTANCE OF 2.86 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 2.86 FEET); THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 167.12 FEET TO THE NORTH LINE OF SAID LOT 703; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 703, A DISTANCE OF 219.8 FEET TO THE POINT OF BEGINNING.

AND

PART OF LOT 703 IN TWELFTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 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, DESCRIBED AS FOLLOWS:

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EXHIBIT B

Title Exceptions

Taxes for 2021 and subsequent years; encroachments, if any, covenants, conditions and restrictions of record; building lines and easements of record.

Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

Building line over the South 25 feet as per Plat of Ninth Addition to Rolling Meadows Subdivision, in Book "O" of Plats, Page 77, and as shown on the Plat of Twelfth Addition to Rolling Meadows Subdivision in Book "R" of Plats, Page 9, and as shown on the plat of survey made by William E. Hanna Surveyors dated June 12, 2014 as Job No. WES 12897.

Grant of easement for electric distribution wires and appurtenances and telephone communication wires and appurtenances dated May 17, 1973 and recorded May 18, 1973 as document no. 373032, made by Joseph L. Katz, as trustee and not individually under a certain trust agreement dated November 18, 1959, known as Rolling Meadows Trust to the Commonwealth Edison Company and The DeKalb-Ogle Telephone Company, their successors or assigns for the installation and maintenance of their respective facilities in, upon and across the following described lands: A 10 foot wide easement on part of the Northwest Quarter of Section 15, Township 40 North, Range 4, East of the Third Principal Meridian, Dekalb County, Illinois.

Grant of easement dated May 31, 1973 and recorded June 20, 1973 as document no. 373783, made by Joseph L. Katz, as trustee and not individually under a certain trust agreement dated November 18, 1959, known as Rolling Meadows Trust to Northern Illinois Gas Company, its successors or assigns for the installation and maintenance of their respective facilities in, upon, under, along and across the following described lands: A 10 foot wide easement on part of the Northwest Quarter of Section 15, Township 40 North, Range 4, East of the Third Principal Meridian, Dekalb County, Illinois.

Grant of easement dated July 30, 1973 and recorded March 7, 1975 as document no. 384856, made by the DeKalb Bank, Trust No. 702 to the Commonwealth Edison Company, its successors or assigns for the installation and maintenance of its facilities over the Westerly 10 feet of Lot 703 in Ninth Addition to Rolling Meadows Subdivision.

Encroachment of the bituminous parking lot located mainly on the land onto the property North and East and adjoining as shown on plat of survey made by William E. Hanna Surveyors dated June 12, 2014 as Job No. WES 12897.

Terms and provisions of Ordinance No. 2014-14 recorded December 29, 2015 as Document No. 2015012245, a resolution establishing the DeKalb County Enterprise Zone Town of Cortland-Enterprise Zone Designation-Tax Abatement.

Terms, conditions and limitations of a Retaining Wall Agreement recorded September 19, 2018 as Document No. 2018008891 by and between Hunter 1011-1027 Hillcrest, LLC and Nicholas P. Tsiftilis.

Terms and provisions of Ordinance No. 2020-073 recorded December 17, 2020 as Document No. 20200016313, approving a special use permit to allow truck and trailer rental storage at 1011-1027 W. Hillcrest Drive, DeKalb, Illinois (U-Haul).

Rothner\DeKalb\Sale to City Warranty Deed.100821

DOUGLAS J. JOHNSON
DEKALB COUNTY RECORDER
PLAT ACT AFFIDAVIT

State of Illinois

County of ^{Cook} ~~DeKalb~~ } SS

ERIC ROTHNER, being duly sworn on oath, states that he resides at
2201 MAIN STREET, EVANSTON, IL 60202.

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

A. ☒ 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.

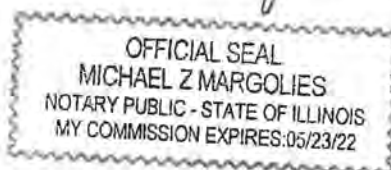
Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of DeKalb County, Illinois, to accept the attached deed for recording.

Eric Rothner Signature of Affiant

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 14 DAY OF October, 2021.

Michael Z Margolies
Signature of Notary Public



AFFIDAVIT OF TITLE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, ERIC ROTHNER, as a Manager of Hunter 1011-1027 Hillcrest LLC (the "Seller"), hereby deposes and says as follows:

1. Seller owns the legal title in certain Property (the "Property") that is legally described as follows:

LOT 703 IN 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 14TH 1976 AS DOCUMENT NUMBER 392887, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING ON A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE LEFT, A DISTANCE OF 223.82 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 223.37 FEET), TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ALONG A CURVE TO THE RIGHT THE RADIUS OF WHICH IS 635.0 FEET FOR A DISTANCE OF 2.86 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 2.86 FEET); THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 167.12 FEET TO THE NORTH LINE OF SAID LOT 703; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 703, A DISTANCE OF 219.8 FEET TO THE POINT OF BEGINNING.

AND

LOT 703 IN 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 14TH 1976 AS DOCUMENT NUMBER 392887, IN DEKALB COUNTY, ILLINOIS,

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Common Address: 1011-1027 Hillcrest Dr., DeKalb, IL 60115

PIN: 0815151014

2. Seller is authorized to sell the Property.
3. This Affidavit is made by Seller in connection with the sale of the Property to the City of DeKalb (the "Purchaser"), and is given to induce the Purchaser 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 knowledge of any 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. Except for the parties identified in Exhibit B to the Property Purchase and Sale Agreement for the Property, or in any addendum thereto previously delivered to the Purchaser 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 other person, not previously identified in Exhibit B to the Property Purchase and Sale Agreement for the Property, or in any addendum subsequently delivered to Purchaser, has any possessory rights in the Property.
7. To the best of Seller's knowledge and belief, except as may be shown on the survey, 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 best of Seller's knowledge and belief, 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 best of Seller's knowledge and belief, there are no presently existing violations of any covenants, restrictions or easements of record affecting the Property.

10. There is no outstanding contract, unrecorded deed, mortgage (other than those being paid off in full through the closing process), or other conveyance affecting the Property executed by Seller or to the knowledge of Seller.

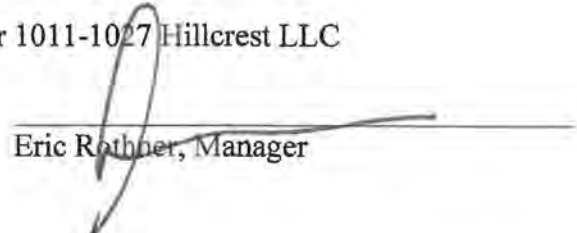
11. Under penalty of perjury, Seller declares that he has examined this Affidavit of Title and to the best of Seller's knowledge and belief it is true, correct, and complete.

Dated: October 14, 2021.

SELLER

Hunter 1011-1027 Hillcrest LLC

By:


Eric Rothner, Manager

STATE OF ILLINOIS

)

) ss.

COUNTY OF COOK

)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ERIC ROTHNER, 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 he signed, sealed and delivered the said instrument as the Manager of the Hunter 1011-1027 Hillcrest LLC as the free and voluntary act of such Company for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this 14th day
of October, 2021.


Notary Public



BILL OF SALE

HUNTER 1011-1027 HILLCREST LLC, an Illinois limited liability company, ("Seller") of Evanston, Illinois, in consideration of Ten and No/100 (\$10.00) Dollars, receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over to The City of DeKalb, an Illinois home rule municipal corporation ("Purchaser"), the following described personal property, if any, all located on the premises described on Exhibit A (the "Premises"), to wit:

All personal property located on the Premises and described in the Agreement for Purchase and Sale of Real Estate, dated on or about August 30, 2021, as amended.

Seller hereby represents and warrants to Purchaser that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said personal property and to make this Bill of Sale. *All warranties of quality, fitness, and merchantability are hereby excluded.*

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale this 14 day of October, 2021.

HUNTER 1011-1027 HILLCREST LLC

By:

Eric Rothner, Manager

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, Michael Z. Margolies, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Eric Rothner, 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 severally acknowledged that he signed and delivered the said instrument, as his free and voluntary act and as the free and voluntary act of HUNTER 1011-1027 HILLCREST LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 14 day of October, 2021.

Notary Public

Commission expires _____, 20

Rothner\DeKalb\Sale to City\Bill of Sale.101021



EXHIBIT A

Legal Description

PART OF LOT 703 IN TWELFTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 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, DESCRIBED AS FOLLOWS:

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AND

PART OF LOT 703 IN TWELFTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 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, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE WESTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE RIGHT, A DISTANCE OF 129.62 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 129.53 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE, A DISTANCE OF 62.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 703;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 703, A DISTANCE
OF 228.85 FEET TO THE
POINT OF BEGINNING.

ASSIGNMENT & ASSUMPTION OF SERVICE CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS (this "Agreement") is made and entered into this 18th day of October, 2021, by and between HUNTER 1011-1027 HILLCREST LLC ("Assignor") THE CITY OF DEKALB, an Illinois home rule municipal corporation ("Assignee").

RECITALS

This Agreement is made with reference to the following facts:

A. Concurrently herewith, Assignor is conveying to Assignee all of Assignor's right, title, interest and estate in and to certain real property and the improvements thereon located at more particularly described in Exhibit A attached hereto (the "Property").

B. Assignor desires to assign to Assignee and Assignee wishes to accept and assume all of Assignor's right, title and interest in and to the service contracts (the "Service Contracts") more particularly described on Exhibit B attached hereto.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignor hereby sells, transfers, assigns and delegates unto Assignee, its successors and assigns, all of Assignor's right, title, interest, duties and obligations in, to and under the Service Contracts. Assignor hereby agrees to hold Assignee harmless from and indemnify and defend Assignee against any and all fees, charges, expenses, liabilities, claims and costs, including, but not limited to, reasonable attorneys' fees, suffered or incurred by Assignee under or in connection with the Service Contracts that relate to the period on or prior to the date hereof.

2. Assignee hereby accepts the assignment of the Service Contracts and agrees to assume the obligations of Assignor thereunder which arise after the date hereof. Assignee hereby agrees to hold Assignor harmless from and indemnify and defend Assignor against any and all fees, charges, expenses, liabilities, claims and costs, including, but not limited to, reasonable attorneys' fees, suffered or incurred by Assignor solely with respect to obligations of the Assignor under the Service Contracts that arise after the date hereof and are assumed by Assignee under the preceding sentence.

3. The parties hereto agree to execute such further documents and agreements as may be reasonably necessary or appropriate to effectuate the purposes of this Agreement.


4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

5. This Agreement may be executed in multiple identical counterparts all of which, when taken together, shall constitute one document.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement under seal as of the date first above written.

ASSIGNOR:

HUNTER 1011-1027 HILLCREST LLC

By: 
Name: Eric Rothner
Title: Manager

ASSIGNEE:

THE CITY OF DEKALB, an Illinois home rule
municipal corporation

By: _____
Name:

IN WITNESS WHEREOF, the parties hereby have executed this Agreement under seal as of the date first above written.

ASSIGNOR:

HUNTER 1011-1027 HILLCREST LLC

By: _____

Name: Eric Rothner

Title: Manager

ASSIGNEE:

THE CITY OF DEKALB, an Illinois home rule
municipal corporation

By: Cohen Barnes

Name: Cohen Barnes, mayor

Rothner\DeKalb \Sale to City\Assignment and Assumption of Service Contracts.101021



EXHIBIT A

LEGAL DESCRIPTION

PART OF LOT 703 IN TWELFTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 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, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING ON A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE LEFT, A DISTANCE OF 223.82 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 223.37 FEET), TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ALONG A CURVE TO THE RIGHT THE RADIUS OF WHICH IS 635.0 FEET FOR A DISTANCE OF 2.86 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 2.86 FEET); THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 167.12 FEET TO THE NORTH LINE OF SAID LOT 703; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 703, A DISTANCE OF 219.8 FEET TO THE POINT OF BEGINNING.

AND

PART OF LOT 703 IN TWELFTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 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, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE WESTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE RIGHT, A DISTANCE OF 129.62 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 129.53 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE, A DISTANCE OF 62.63

FEET TO THE SOUTHWEST CORNER OF SAID LOT 703; THENCE NORTHERLY
ALONG THE WEST LINE OF SAID LOT 703, A DISTANCE OF 228.85 FEET TO THE
POINT OF BEGINNING.

EXHIBIT B

Schedule of Service Contracts

Contract with Waste Management of Illinois, Inc.

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (the "Assignment") is made and entered into as of the October 1st, 2021 (the "Effective Date"), by and between HUNTER 1011-1027 HILLCREST LLC, an Illinois limited liability company ("Assignor"), and CITY OF DEKALB, an Illinois home rule municipal corporation ("Assignee").

RECITALS:

A. Assignor and Assignee have entered into that certain Purchase and Sale Agreement, effective August 30, 2021, between Assignor, as Seller, and Assignee, as Purchaser (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase certain real property more particularly described on Exhibit A attached to the Purchase Agreement and incorporated herein by reference (the "Property") from Assignor.

B. In connection with the transactions contemplated by the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of its right, title and interest in, to and under those certain Leases described on Exhibit B attached to the Purchase Agreement and incorporated herein by reference (collectively, the "Leases").

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the date of Closing (such closing date being referred to herein as the "Effective Date"), Assignor assigns, transfers, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the Leases and any security deposits and interest earned thereupon to date.

2. Acceptance. Assignee accepts the assignment of the Leases and agrees to assume, keep, perform and fulfill all liabilities and obligations of the landlord under the Leases which accrue from and after the Effective Date.

3. Assignee's Indemnification. Assignee hereby indemnifies, protects, defends and holds Assignor, Assignor's managers and members, the partners, officers, directors and shareholders of Assignor's members, and their respective successors, and assigns, harmless from any and all claims, damages, losses, suits, proceedings, costs and expenses, including, without limitation, reasonable attorneys' fees (collectively, the "Losses"), both known or unknown, present and future, at law or in equity, arising out of, by virtue of or in any way related to the breach by Assignee of (or Assignee's failure to timely perform) any or all of the obligations imposed on the lessor or the landlord under the Leases, which obligations accrue as a result of events first occurring from and after the date of the Closing.

4. Assignor's Indemnification. Assignor hereby indemnifies, protects, defends and holds Assignee, Assignee's officers, employees and agents and all of their respective successors and

assigns harmless from any and all Losses, both known and unknown, present and future, at law or in equity and arising out of, by virtue of, or related in any way to, the breach by Assignor of (or Assignor's failure to timely perform) any or all of the obligations imposed on the lessor or the landlord under the Leases, which obligations accrue as a result of events first occurring on or prior to the date of the Closing.

5. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. No Modification. This Assignment shall not be altered, amended or otherwise modified, except as set forth in a written document executed by the parties hereto.

7. Governing Law. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Illinois.

8. Counterparts: Facsimiles. This Assignment may be executed in two or more counterparts, all of which shall be read together and be construed as one instrument. A facsimile copy of a signature shall be as binding as an original signature.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment and Assumption of Leases as of the Effective Date.

SELLER Hunter 1011-1027 Hillcrest LLC 2201 W. Main St. Evanston, IL 60202 By: <u>Sam Okner</u> Sam Okner, Co-Manager Date: October __, 2021 By: <u>Eric Rothner</u> Eric Rothner, Co-Manager Date: October 14, 2021	PURCHASER City of DeKalb 164 E. Lincoln Hwy. DeKalb, IL 60115 By: _____ Cohen Barnes, Mayor Date: _____
	PURCHASER ATTEST _____ Ruth Scott, Executive Assistant

assigns harmless from any and all Losses, both known and unknown, present and future, at law or in equity and arising out of, by virtue of, or related in any way to, the breach by Assignor of (or Assignor's failure to timely perform) any or all of the obligations imposed on the lessor or the landlord under the Leases, which obligations accrue as a result of events first occurring on or prior to the date of the Closing.

5. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. No Modification. This Assignment shall not be altered, amended or otherwise modified, except as set forth in a written document executed by the parties hereto.

7. Governing Law. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Illinois.

8. Counterparts; Facsimiles. This Assignment may be executed in two or more counterparts, all of which shall be read together and be construed as one instrument. A facsimile copy of a signature shall be as binding as an original signature.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment and Assumption of Leases as of the Effective Date.

SELLER Hunter 1011-1027 Hillcrest LLC 2201 W. Main St. Evanston, IL 60202 By: _____ Sam Okner, Co-Manager Date: October __, 2021 By: _____ Eric Rothner, Co-Manager Date: October __, 2021	PURCHASER City of DeKalb 164 E. Lincoln Hwy. DeKalb, IL 60115 By: <u>Cohen Barnes</u> Cohen Barnes, Mayor Date: <u>10-13-2021</u> PURCHASER ATTEST <u>Ruth Scott</u> Ruth Scott, Executive Assistant
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

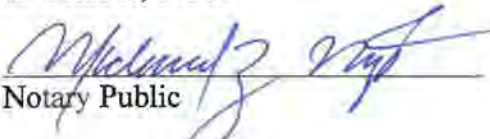
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eric Rothner as Co-Manager of HUNTER 1011-1027 HILLCREST LLC is personally known to me as the person that executed the forgoing document as the free and voluntary act of such Company for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this 14th day
of October __, 2021.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sam Okner as Co-Manager of HUNTER 1011-1027 HILLCREST LLC is personally known to me as the person that executed the forgoing document as the free and voluntary act of such Company for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this 14th day
of October, 2021.



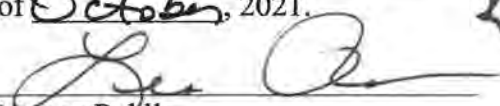
Notary Public



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 Cohen Barnes as Mayor of the City of DeKalb is personally known to me as the person that executed the forgoing document 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 18th day
of October, 2021.



Notary Public



October 16, 2021

Service Provider to 1011-1027 Hillcrest, Dekalb, Illinois

Dear Service Provider:

You are hereby advised that the above-referenced property was sold by HUNTER 1011-1027 HILLCREST LLC ("**Seller**") to THE CITY OF DEKALB, an Illinois home rule municipal corporation ("**New Owner**") and your service contract was assigned and transferred effective as the date of this letter to New Owner.

All future notices to the property owner should be sent to
ATTN: City Manager, City of Dekalb, 164 E. Lincoln Hwy., Dekalb, IL 60115

[The signature page follows.]

Sincerely,

"SELLER"

HUNTER 1071-1027 HILLCREST LLC, an Illinois
limited liability company

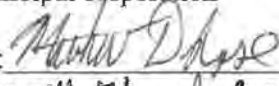
By: _____

Name: Eric Rothner

Title: Manager

"NEW OWNER"

THE CITY OF DEKALB, an Illinois home rule
municipal corporation

By: , as City Attorney
Name: Matthew J. Rose, as City Attorney

TENANT NOTICE

October 18, 2021

Tenants of 1011-1027 Hillcrest, DeKalb, Illinois

Dear Tenants:

You are hereby advised that the above-referenced property in which you are a tenant was sold by HUNTER 1011-1027 HILLCREST LLC ("Seller") to THE CITY OF DEKALB, an Illinois home rule municipal corporation ("New Owner") and your lease was assigned and transferred effective as the date of this letter to New Owner. Your security deposit, if any, has been transferred to New Owner.

The above referenced property will be managed by City Manager's Office ("Property Manager") and all checks for rent and other charges should be made payable to New Owner and submitted to City of DeKalb. All future notices to landlord should be sent to City of DeKalb, 164 E. Lincoln Hwy., DeKalb, IL 60115 ATTN: City Manager.

[The signature page follows.]

Sincerely,

"SELLER"

HUNTER 1011-1027 HILLCREST LLC, an Illinois
limited liability company

By: _____

Name: Eric Rothner

Title: Manager

"NEW OWNER"

^{CITY}
~~THE CITY OF DEKALB~~, an Illinois home rule
municipal corporation

By: Matthew D. Lore, as City Attorney

Name: Matthew D. Lore, as City Attorney

2128 Midlands Court, Suite 108, Sycamore, IL 60178
Phone: (815)758-5900 | Fax: (815)758-5907

Settlement Date: October 18, 2021
Disbursement Date: October 18, 2021

Escrow Number: 21021309DK
Escrow Officer: Lea Rosier
Email: lea.rosier@ctt.com

Buyer: City of Dekalb
164 East Lincoln Highway
Dekalb, IL 60115

Seller: Hunter 1011-1027 Hillcrest LLC, and Illinois limited liability company
1011-1027 West Hillcrest Drive
Dekalb, IL 60115

Property: 1011-1027 West Hillcrest Drive
Dekalb, IL 60115
Parcel ID(s): 08-15-151-014 (new), 08-15-151-012 (old)

Page 1 of 3

SELLER			BUYER		
\$	DEBITS	\$ CREDITS	\$	DEBITS	\$ CREDITS
		TITLE & ESCROW CHARGES			
100.00		SE 287 - Policy Modification 4 to Chicago Title Insurance Company			
		Policies to be issued:			
		Owners Policy			
		Coverage: \$1,185,000.00 Premium: \$800.00			
		Version: ALTA Owner's Policy 2006			
		GOVERNMENT CHARGES			
		Recording Fees to Chicago Title Company, LLC	130.00		
		Deed & Assignment of Rents			
		Deed			\$65.00
		Recording Fees			\$65.00
0.00		County Transfer Tax (\$592.50) to Chicago Title Company, LLC	0.00		
0.00		State Transfer Tax to Chicago Title Company, LLC			
		PAYOFFS			
		Payoff of First Mortgage Loan to Inland Bank & Trust (\$1,001,239.25)			
1,001,239.25		Total Payoff			
		MISCELLANEOUS CHARGES			
8,643.85		Payoff for Judgement of Lien to The Cosentino Law Firm Client Trust Account			
		Transfer of Earnest Money			100,000.00
		Escrow 21021309DKJ			
1,064,348.56	1,185,000.00	Subtotals	1,186,835.00	152,122.46	
		Balance Due FROM Buyer		1,034,712.54	
120,651.44		Balance Due TO Seller			
1,185,000.00	1,185,000.00	TOTALS	1,186,835.00	1,186,835.00	

I have carefully reviewed the 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 Settlement Statement.

SELLER:

Hunter 1011-1027 Hillcrest LLC, and Illinois limited liability company

BY: 

BUYER:

City of Dekalb

BY:  as City Attorney

To the best of my knowledge, the Settlement Statement which I have prepared 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.

 10-18-21
Chicago Title and Trust Company
Settlement Agent