APPROVING A PURCHASE AND SALE AGREEMENT WITH BLACKHAWK ROAD LLC TO TRANSFER A PORTION OF 912 EDGEBROOK DRIVE, DEKALB, ILLINOIS, TO 1114 BLACKHAWK DRIVE, DEKALB, ILLINOIS.

PASSED: AUGUST 23, 2021

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, the City is the owner of property legally described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, Blackhawk Road LLC (the "Buyer") is the owner of property that is adjacent to the Property and commonly described as 1114 Blackhawk Drive; and

WHEREAS, Buyer offered to purchase the Property for \$10.00 and other good and valuable consideration, subject to the approval of this Ordinance and the execution of a Real Estate Purchase and Sale Agreement in the same or substantially similar form as Exhibit B attached hereto and incorporated herein (the "Sale Agreement"); and

WHEREAS, the City's corporate authorities find that approving the Sale Agreement is in the City's best interests for the protection of the public health, safety, 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, by a ¾ vote of the corporate authorities then holding office, approve the Sale 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 Sale 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 Sale Agreement and the sale of the Property.

SECTION 3: 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: 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.

OF DEATH

COHEN BARNES, Mayor

ATTEST:

Ruth A. Scott, Executive Assistant

EXHIBIT A (Legal Description of the Property)

The Property is legally described as follows:

THE WEST 55 FEET OF LOT 14 OF BLOCK 3 OF THE ROLLING MEADOWS SUBDIVISION 6TH ADDITION, 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 "N" OF PLATS, PAGE 7 ON AUGUST 28TH 1964 AS DOCUMENT NUMBER 323083, IN DEKALB COUNTY, ILLINOIS.

EXHIBIT B (PURCHASE AND SALE AGREEMENT 1114 BLACKHAWK)

REAL ESTATE PURCHASE AND SALE AGREEMENT (1114 Blackhawk Dr.)

This Agreement (the "Agreement") is made as of August 23, 2021 (the "Effective Date"), by and between the City of DeKalb (the "City" or "Seller"), an Illinois home rule municipal corporation, and Blackhawk Road LLC, an Illinois limited liability company (the "Buyer"), collectively referred to as the Parties, and in consideration of the covenants set forth herein, the Parties hereby agree as follows:

RECITALS

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, the City is the owner in fee simple of real property legally described in Exhibit A attached hereto and incorporated herein (the "Property"); and

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

WHEREAS, the City's corporate authorities find that the sale of the Property is in the City's best interests for the protection of the public health, safety, and welfare; and

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

- 1. Recitals. The recitals to this Agreement are true, material, adopted and incorporated herein as Section 1 to this Agreement.
- **2. Property to be sold**. City agrees to convey the Property to Buyer for the price of \$10.00 (Ten Dollars and Zero Cents).
- **3.** Possession. At closing, City shall deliver possession of the Property to Buyer.
- 4. Deed. City agrees to convey the Property to Buyer by a good and sufficient recordable special warranty deed, subject only to covenants, conditions, restrictions and easements apparent or of record and to all applicable zoning laws and ordinances.

5. Evidence of title.

A. Buyer shall be responsible for ordering and paying, at Buyer's sole cost and expense, a Commitment for Title Insurance issued by a title insurance company doing

business in DeKalb County, committing a company to issue a policy in the usual form insuring title to the Property in Buyer's name in such amount as desired by Buyer.

- B. Permissible exceptions to title shall include only special assessments; zoning laws and building ordinances; easements, apparent or of record; covenants and restrictions of record which do not restrict reasonable use of the premises; and existing mortgages which shall be paid by the mortgagor at closing.
- C. If Buyer requires a survey of the Property, it shall be Buyer's responsibility to obtain such survey at Buyer's sole cost and expense.
- D. If title evidence or any survey discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to the City within 15 calendar days, and City shall have 15 days upon receipt of said written notice to have such title exceptions removed. If City is unable to cure such exceptions, then Buyer shall have the option to terminate this Agreement.
- 6. Closing. The Closing Date shall be October 18, 2021, before 5:00 p.m., or such earlier or later date as the Parties may agree in writing, at American Title Guaranty, 2045 Aberdeen Court, Ste. B, Sycamore, IL 60178, or the office of a title company located in DeKalb County, Illinois chosen by Seller (the "Title Company").
- 7. Seller's Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, Seller shall deposit or cause to be deposited with the Title Company (or deliver to Buyer, or its designee) the following, each duly executed and notarized, as appropriate:
 - A Warranty Deed, meeting the requirements of this Agreement transferring the real estate to Buyer;
 - (ii) An ALTA statement and "gap" undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the Property;
 - (iii) An Affidavit of Title signed by Seller in the customary form;
 - (iv) A Bill of Sale for all improvements and fixtures located on the Property, if any, in the customary form;
 - (v) All documents necessary to release any mortgages, or liens in the property, if any; and
 - (vi) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction

contemplated hereby and customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof.

- 8. Buyer's Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, Buyer shall deposit with Title Company (or deliver to Seller) the following, each dated and duly executed and notarized, as appropriate:
 - All affidavits, indemnities, undertakings and certificates customarily required by the Title Company of a purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof;
 - (ii) The monetary payment due Seller and any additional amounts necessary to pay any costs and fees required to be paid by Buyer less any applicable credits; and
 - (iii) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby.
- **9. Joint Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, the parties shall jointly deposit with Title Company the following, each dated and duly executed and notarized, as appropriate:
 - (i) Closing Statement; and
 - (ii) State and county transfer tax declarations and any required forms completed to establish that the transfer is exempt from any State, County or City real estate transfer taxes that may be applicable because the transfer is made by a public entity.
 - 10. Closing Costs. The Closing Costs shall be paid as follows:

By Seller:

- (a) Preparation of the Deeds and documents required of the Seller: and
- (b) Seller's legal expenses.

By Buyer:

- (a) Preparation of the documents required of Buyer;
- (b) Buyer's legal expenses;
- (c) 100% of the Title Company closing escrow fees;
- (d) Recording fees for the Deed;

- (e) The Survey, if requested or required by the Title Company;
- (f) The cost of the Owner's title insurance policy with extended coverage; and
- (g) Any other closing costs charged to Buyer that are not otherwise allocated pursuant to this Section.
- 11. No Broker involvement. The Parties acknowledge that neither party used a broker. Should a court determine that any commission is due and owing to any broker, the party who executed the listing agreement that is the basis for the commission to be paid shall be solely responsible for said commission. The obligations of this Section shall survive the Closing and shall not be merged with the Deed.
- 12. Real estate taxes and proration. City represents that the Property is currently exempt from any property taxes. Any and all prior real estate taxes due for the Property for any period prior to closing, if any, shall be paid by City prior to or at Closing. If necessary, the City shall bring to closing a certificate of redemption showing the amount of the real estate taxes owed for payments that were previously due and payable along with any penalties and interest and shall otherwise comply with the Title Company's requirements pertaining to its payment of any previously due but unpaid real estate taxes.
- 13. Real Estate Transfer Taxes. At Closing, the Parties shall execute a completed Real Estate Transfer Declaration in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois showing that the transfer of the Property to Buyer is exempt from any State, County, or local real estate transfer taxes.
- 14. Personal property. All personal property and fixtures located on or within real estate, if any, shall be transferred to Buyer at Closing by a Bill of Sale which is in a form that is acceptable to Buyer.
- 15. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall be applicable to this Agreement.
- 16. IRS Section 1445. Each Party represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and that it is exempt from the withholding requirements of said Section. Each Party will furnish to the other Party at Closing the Exemption Certification set forth in said Section.
- 17. Condition of the Property. Buyer agrees to accept the Property in the Property's "as-is" condition, and City disclaims all warranties express or implied as to the condition of the Property. The provisions of this Section shall survive the Closing and shall not be merged with the Deed.
- 18. Release. Buyer and Buyer's managers, members, officers, shareholders, employees, agents, heirs and assigns (the "Releasor") agree to release, discharge, hold harmless, defend and indemnify the City and the City's former and current officers, employees and agents (the "Releasee") from and against any and all claims, causes of

action, damages, losses, costs and attorney's fees (the "Claims") arising out of or relating to any and all acts, omissions, approvals, citations, enforcements, orders, permits, policies, practices, requirements, negligence, intentional or willful and wanton conduct by Releasee arising out of or relating to Releasor's use, development, maintenance, improvement, construction, possession or ownership of the property located at 1114 Blackhawk Road, DeKalb, IL 60115 (PIN: 0815176021), on or before the Effective Date. Nothing in this Section shall release or impair Releasor from maintaining claims against the Releasee which first arise after the Effective Date. The provisions of this Section shall survive the Closing and shall not be merged with the Deed.

- 19. Use of the Property. Buyer agrees to use and maintain the Property as open green space, with no buildings or structures (except for an accessory structure shed not to exceed 120 square feet and the Fencing required by this Section), in compliance with the City's Municipal Code (the "Code"), ordinances and regulations. Buyer further agrees to enclose and separate the Property from the adjacent property located at 912 Edgebrook Drive, DeKalb, IL 60115 with appropriate fencing and landscape buffering in compliance with the Code (the "Fencing"). The Fencing shall be subject to the approval of the City Manager or his/her designee, whose approval shall not be unreasonably withheld, but shall be final. Buyer's breach of Buyer's obligations under this Section shall entitle Seller to specific performance or rescission of this Agreement. The provisions of this Section shall survive the Closing and shall not be merged with the Deed.
- 20. Default. If any Party defaults under this Agreement, the other Party may waive the default and proceed to Closing, seek specific performance, or refuse to close and cancel this Agreement with both parties being relieved of all further obligations under this Agreement. Except for failure to close on the Closing Date, a Party may not exercise its remedies until after it delivers notice of the alleged default to the other Party and the other Party fails to cure within ten (10) days after receipt of the default notice. The remedies provided herein shall be the sole and exclusive remedies for either Party's default under this Agreement. In any action to enforce this Agreement, the prevailing party shall be entitled to payment of its reasonable attorney's fees and court costs.
 - **21. Time is of the essence**. Time is of the essence for this Agreement.
- 22. Notices. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. Except for when delivery of a notice is required, the mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.
- 23. Amendment. This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment adopted and executed by the Parties in the manner provided by law.
- 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 relating to this Agreement shall be in the Circuit Court of DeKalb County, Illinois.
- 27. 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.
- 28. Execution. All the parties to this Agreement represent that they are authorized to enter into this Agreement.
- 29. 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.

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

Buyer	CITY
Blackhawk Road LLC 36 Burning Tree Ln. Deerfield, IL 60015	City of DeKalb 164 E. Lincoln Hwy DeKalb, IL 60115
By:Addis, Manager	By: Cohen Barnes, Mayor
Date: 9/2/2\	Date:
BUYER ATTEST	CITY ATTEST
Isa addis	Ruth Scott, Executive Assistant

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- **25. Illinois Law.** This Agreement shall be construed its accordance with the laws of the State of Illinois.
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- 28. Execution. All the parties to this Agreement represent that they are authorized to enter into this Agreement.
- 29. 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.

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

Buyer	CITY
Blackhawk Road LLC 36 Burning Tree Ln. Deerfield, IL 60015 By: Jeremy Addis, Manager	City of DeKalb 164 E. Lincoln Hwy DeKalb, IL 60115 By:
Date:	Date: 8-23-2021
BUYER ATTEST	Ruth Scott, Executive Assistant

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

The Property is legally described as follows:

THE WEST 55 FEET OF LOT 14 OF BLOCK 3 OF THE ROLLING MEADOWS SUBDIVISION 6TH ADDITION, 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 "N" OF PLATS, PAGE 7 ON AUGUST 28TH 1964 AS DOCUMENT NUMBER 323083, IN DEKALB COUNTY, ILLINOIS.

Land transfer of 6,050 square feet from 912 Edgebrook Dr. to 1114 Blackhawk Rd.



Dekab





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Illinois Agent Issued Seller Closing Protection Letter

12/2/2021

City of DeKalb 164 E Lincoln Hwy DeKalb, IL 60115 Phone: Fax:

Transaction File Number (hereafter, "the Real Estate Transaction"):00031594

Buyer/Borrower:

Blackhawk Road, LLC

Property Address:

1114 BLACKHAWK DR, DEKALB, IL 60115

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

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

Re: Seller Closing Protection Letter

Dear Sir or Madam:

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

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

Validation Code: 0e954124-fd8b-40 Online Validation: https://agency.myfirstam.com/validation/

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



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

Conditions and Exclusions:

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

Validation Code: 0e954124-fd8b-40 Online Validation: https://agency.myfirstam.com/validation/



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

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

First American Title Insurance Company

BY:

Phillip Sholar, SVP, Director of Underwriting

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	Sycamore, IL	60178						
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100, TITLE CHARGES			same alarmon and the same from the	· ·				1 1 days 1 - be day but	
101. Settlement or Closing Fee		merican.T	tle Guaranty, Inc.					400.00	
102. Abstract or Title Search	to		1 (4)						
103. Title Examination	to								5
04. Title Insurance Binder	lo	ine						-	
105. Document Preparation	to								, 10 mm
106. Notary Fees	to								the fit of the
07. Attorney's Fees	to								
(includes above item numbe						WO 14 WO .)		
108 Title insurance		nerican Tr	tle Guaranty					435.00	
(includes above item numbe							1		
09. Lender's Coverage									
10. Owner's Coverage			10.00			435.00			
11. CPL Fees			le Guaranty, Inc.					75.00	
12. Update/Later Date Fees			le Guaranty, Inc.					200.00	
13. Wire Fee			le Guaranty, Inc.		- Line			25.00	
00. GOVERNMENT RECORDING									
201. Recording Fees: Deed \$	65.00 ; Mortga	ge \$	•	F	Releases	S		65.00	
202. City/County Tax/Stamps: Deed			0.00; Mortgage						
	nue Stamps		0.00; Mortgage						
04. State of IL - DFI Policy Fee	to An	nerican Tr	le Guaranty, Inc.					3.00	
05.					100000				
00, ADDITIONAL SETTLEMENT CH	IARGES								
101 Survey	to								
02. Pest Inspection	to								
03.	(0								
				,	. *				
04.		-		-					
05.	n	400.5	Non-Landana C	-41	141				
00. TOTAL SETTLEMENT CHARGE	s (Enter on Lines	103, Sec	ton J and 502, Se	CHOU	K)		1	1,203.00	

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Blackhawk Road, LLC

Seller: City of DeKalb

Settlement Agent: American Title Guaranty, Inc.

(815)756-3611

Place of Settlement: 2045 Aberdeen Ct Ste B

Sycamore, IL 60178

Settlement Date: December 6, 2021

Property Location: 1114 Blackhawk Dr

DeKalb, IL 60115 DeKalb County, Illinois

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

Blackhawk Road, LLC

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City of DeKalb

AS CUYATTONEY

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

American Title Guaranty, Inc

Settlement Agent

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

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

RE: City of DeKalb	and Blackhawk Road, LLC
Seller	Buyer
Property commonly known as:	1114 Blackhawk Dr, DeKalb, IL 60115
_	e that American Title Guaranty, Inc., does not represent either they and is only acting upon written direction of the lender and the

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

ramifications of not relying on legal counsel and have made said decision willingly.

parties hereto. Furthermore, if we are choosing to close this transaction without the assistance of legal counsel, we hereby declare that we have made said decision with the full knowledge of the

- 3. We understand that if this statement is signed by an attorney, the attorney affirmatively warrants that (s)he has the authority to receive copies of the attached Settlement Statement. Delivery of the attached Settlement Statement to the attorney is delivery to their client.
- 4. The Buyer directs you to make the disbursements only when American Title Guaranty. Inc. is able to issue an ALTA owners title policy insuring the fee simple title of the Buyer, subject only to:
 - A. General Real Estate Taxes 2021 and thereafter.
 - B. Schedule B Special Exceptions 1-16
 - C. The mortgage made by the Buyer in this transaction.
 - D. Discrepancies, Violations, and/or Encroachments as disclosed on the survey.
- 5. Buyer will pay the \$400.00 escrow fee for this service.
- 6. Seller agrees to reimburse American Title Guaranty, Inc. for any additional fees required by the existing lender(s) to obtain the release(s) of any current mortgage(s). The Seller and Buyer agree that all disbursements by American Title Guaranty, Inc., regardless of when made, are predicated upon receipt and collection of the Buyer's mortgage proceeds and any other amounts due from them in accordance with the lender's closing instructions and the attached Settlement Statement.

- 7. American Title Guaranty, Inc. shall be under no duty to invest or reinvest any cash held by it under this Agreement. American Title Guaranty, Inc. shall have the full right, power and authority to commingle all cash deposits or part thereof with its other Escrow deposits. All income derived from any use which American Title Guaranty, Inc. may make of these deposits shall belong to American Title Guaranty, Inc.
- 8. The parties, if requested by American Title Guaranty, Inc., will promptly cooperate and adjust for clerical errors on any documents executed as part of this transaction.
- 9. The Foreign Investment in Real Property Tax Act of 1980 as amended by the Tax Reform Act of 1984 places special requirements for tax reporting and withholding on the parties to a real estate transaction where the Seller is a foreign person. This includes non-resident aliens and non-domestic corporations, partnerships and estates. The parties are seeking an attorney's, accountants, or other tax specialist's opinion concerning the effect of this Act on this transaction. They are not acting on any statements made or omitted by American Title Guaranty, its employees, agents or representatives.
- 10. To ensure compliance with Public Act #87-1197, we, the Seller and Buyer, agree that if we, individually or through our agent(s), have failed to produce the documents which are to be recorded as a consequence of this transaction, American Title Guaranty, Inc., is hereby authorized to charge the maximum recording fee required pursuant to said public act. In the event that the actual recording fee for any document is less than said charge, American Title Guaranty, Inc. agrees to refund said excess funds to the contributing party at the time of recording said

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Seller as Cily Allowney

Seller

Buyer

Buyer

Buyer

\\ATGSERVER\Server\FORM\$\\ escrow.dis2015

SPECIAL WARRANTY DEED

Illinois Statutory

MAIL TO:

Blackhawk Road LLC 36 Burning Tree Ln. Deerfield, IL 60015

SEND TAX BILLS TO:

Blackhawk Road LLC 36 Burning Tree Ln. Deerfield, IL 60015

Above space for Recorder's Use

GRANTOR, CITY OF DEKALB, an Illinois home rule municipal corporation, with an office located at 164 E. Lincoln Highway, City of DeKalb, County of DeKalb, State of Illinois, given under the hand of the Mayor of the City of DeKalb, and for \$10.00 and other valuable consideration, CONVEYS and WARRANTS to GRANTEE Blackhawk Road LLC, with an address located at 36 Burning Tree Lane, Deerfield, Illinois 60015, all interest in the following described Real Estate situated in the County of DeKalb and in the State of Illinois, to-wit:

THE WEST 55 FEET OF LOT 14 OF BLOCK 3 OF THE ROLLING MEADOWS SUBDIVISION 6TH ADDITION, 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 "N" OF PLATS, PAGE 7 ON AUGUST 28TH 1964 AS DOCUMENT NUMBER 323083, IN DEKALB COUNTY, ILLINOIS.

subject to any and all public utility easements, public service facilities, City water and sewer facilities and/or any other easements or property rights or interests burdening the property including, but not limited to, the City of DeKalb's interest in the use of the property under the Purchase and Sale Agreement dated August 23, 2021, approved by City of DeKalb Ordinance 2021-03\(\frac{1}{2}\) (Aug. 23, 2021), and hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

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

DATED the 24th day of Jugust, 2021.

Cohen Barnes, Mayor of the City of DeKalb

STATE OF ILLINOIS

ss.

COUNTY OF DEKALB

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

Given under my hand and official seal this Day day of August, 2021

Notary Public

Prepared By:

Matthew D. Rose Donahue & Rose, P.C. 9501 W. Devon Ave., Ste. 702 Rosemont, IL 60018

DOUGLAS J. JOHNSON DEKALB COUNTY RECORDER PLAT ACT AFFIDAVIT

State of Illinois } ss
County of DeKalb
Cohen Barnes, as Mayor of the City of lekally swom on oath, states that he resides at 164 E. Lincoln Hwy, Dekall, The 60115
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 trail and not being a part of a larger tract of land; or
B. [X] That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: (please circle appropriate number)
 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; The sale or exchange of parcels of land between owners of adjoining and contiguous land;
 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;
The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
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;
 Conveyances made to correct descriptions in prior conveyances.
 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 Illin Registered Land Surveyor, and the sale is not a sale of any subsequent lot or lots from the same larger tract land as determined by the dimensions and configuration of the larger tract on October 01, 1973; and furth local requirements applicable to the subdivision of land have been met.
Affiant further states that
Signature of Affiant

OFFICIAL SEAL RUTH A SCOTT NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires July 24, 2022

Revised 002001

SUBSCRIBED AND SWORN TO BEFORE ME
THIS DAY OF AUGUST, 2001.

Signature of Notary Public



PTAX-203

Illinois Real Estate **Transfer Declaration**

								_
Sten	1.	Identity	the	property	and	Sale	information	Ĺ

	ase read the instructions before completing this form. form can be completed electronically at tax.illinois.gov/retd.	#	Doc. No.:
		12	B DOC. NO
	p 1: Identify the property and sale information. 912 Edgebrook Dr.	Do not write in t	Yol.:
	912 Edgebrook Dr. Street address of property (or 911 address, if available)	8	Page:
	DeKalb 60115	I '	0
	City or village ZIP	1	Received by:
	DeKalb		
	Township Write the total number of parcels to be transferred. Number of parcels to be transferred. Township Write the total number of parcels to be transferred. Township Write the total number of parcels to be transferred. Township Township Write the total number of parcels to be transferred. Township Township Write the total number of parcels to be transferred. Township Township Write the total number of parcels to be transferred. Township Township Write the total number of parcels to be transferred. Township Township Township Township Write the parcel identifying numbers and lot sizes or acreage. Property index number (PIN) Lot size or acreage	9	Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change. Date of significant change: $\frac{1}{\text{Month}} \frac{1}{\text{Year}} \frac{0}{\text{Year}} \frac{2}{\text{O}} \frac{0}{\text{O}} \frac{2}{\text{O}} \frac{0}{\text{O}}$
	a <u>0815176025</u> <u>~ 6,000 sq. ft</u>		(Mark with an "X.")
			X Demolition/damage Additions Major remodeling
	b		New construction Other (specify):
	C	10	the state of the s
	d		a Fulfillment of installment contract —
	Write additional property index numbers, lot sizes or acreage in		year contract initiated :
	Step 3.		b Sale between related individuals or corporate affiliates
4	Date of instrument: 8 / 2 0 2 1		c Transfer of less than 100 percent interest
	Type of instrument (Mark with an "X."): Warranty deed		d Court-ordered sale
	Quit claim deed Executor deed Trustee deed		e Sale in lieu of foreclosure
	Beneficial interest Other (specify):		f Condemnation
6	Yes X No Will the property be the buyer's principal residence?		g Short sale
7	Yes X No Was the property advertised for sale?		h Bank REO (real estate owned)
-	(i.e., media, sign, newspaper, realtor)		i Auction sale
8	Identify the property's current and intended primary use.		j Seller/buyer is a relocation company
	Current Intended (Mark only one item per column with an "X.")		k X Seller/buyer is a financial institution or government agency
	a X Land/lot only		Buyer is a real estate investment trust
	b Residence (single-family, condominium, townhome, or duplex)		m Buyer is a pension fund n_X_ Buyer is an adjacent property owner
	c Mobile home residence		o Buyer is exercising an option to purchase
	d Apartment building (6 units or less) No. of units:		p Trade of property (simultaneous)
	e X Apartment building (over 6 units) No. of units:		q Sale-leaseback
	f Office		r Other (specify):
	g Retail establishment		Ctrier (specify).
	h Commercial building (specify):		s Homestead exemptions on most recent tax bill:
	i Industrial building		A ConseqUAlternative
	j Farm		2 Senior Citizens \$
	k Other (specify):		3 Senior Citizens Assessment Freeze \$
Ste	p 2: Calculate the amount of transfer tax due.		
Note	: Round Lines 11 through 18 to the next highest whole dollar. If the amo		
	re is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illino		
_	beneficial interest transfer, do not complete this step. Complete Form P	IAX-	• • • • • • • • • • • • • • • • • • • •
11			11 \$10.00
12a	Amount of personal property included in the purchase		12a \$
12b			12b Yes _x_ No
13			
14	, , , , , , , , , , , , , , , , , , , ,	aneo	
	as part of the full actual consideration on Line 11		14 \$0.00
15		rty r	•
16			16 <u>x</u> b <u>k</u> m
17			
18	Divide Line 17 by 500. Round the result to the next highest whole	num	
19	Illinois tax stamps — multiply Line 18 by 0.50.		19 \$
20	County tax stamps — multiply Line 18 by 0.25.		20 \$ 0.00

County:

Date:

County tax stamps — multiply Line 18 by 0.25.

Add Lines 19 and 20. This is the total amount of transfer tax due.

0.00

Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 81/2" x 11" copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lots sizes or acreage from Step 1, Line 3.

THE WEST 55 FEET OF LOT 14 OF BLOCK 3 OF THE ROLLING MEADOWS SUBDIVISION 6TH ADDITION, 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 "N" OF PLATS, PAGE 7 ON AUGUST 28TH 1964 AS DOCUMENT NUMBER 323083, IN DEKALB COUNTY, ILLINOIS.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporate estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or meanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who kind a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offense.	reby verify that to the tion or foreign corpor nois, or other entity r omits any informatio	e best of their knowledge, the ation authorized to do busi ecognized as a person and n required in this declaration	he name of the buyer iness or acquire and l d authorized to do but on shall be guilty of a	r shown on the hold title to real siness or acquire Class B misde-
Seller Information (Please print.)				
City of DeKalb		366005843		
Seller's or trustee's name		Seller's trust number (if app	plicable - not an SSN	N or FEIN)
164 E. Lincoln Hwy		DeKalb	IL	60115
Street address (after sale)		City	State	ZIP
Col. Dan		815) 758-18	186	
Seller's or agent's signature		Seller's daytime phone		
Buyer Information (Please print.)				
Blackhawk Road LLC				
Buyer's or trustee's name		Buyer's trust number (if ap	plicable - not an SSN	V or FEIN)
36 Burning Tree Ln.	[Deerfield	IL	60015
Street address (after sale) Many Khurus agant		City (815) 786	- State	ZIP
Buyer's or agent's signature		Buyer's daytime phone		
Mail tax bill to:				
Blackhawk Road LLC 36 Burning Tree Ln.		Deerfield	IL	60015
Name or company Street address		City	State	ZIP
Preparer Information (Please print.) Donahue & Rose, PC		Preparer's file number (if a	anliachte)	
Preparer's and company's name		Preparers lile nomber (il a) Rosemont	. ,	60018
9501/A. Devon Ave., Ste. 702		City	IL State	ZIP
Street address,		(312) 541-10		ZIP
Pfeparer's signature		Preparer's daytime phone		
mrose@drlawpc.com				
Preparer's e-mail address (if available)				
Identify any required documents submitted with this form. (Mark with an "X.") _		egal description st of personal propert		TAX-203-A TAX-203-B
To be completed by the Chief County Assessment Officer	_		,,	70000
County Township Class Cook-Minor Code 1 Code 2	3 Year prior to			.
		ale involve a mobile h		45
Board of Review's final assessed value for the assessment year ariou to the year of color ariou to the year	real estate?	Yes	No	
prior to the year of sale.	5 Comments			
Land , , , ,				
Buildings , ,				
Total,				
Ilinois Department of Revenue Use	Tab num	ber		

RESOURCE BANK, N.A. 555 Bethany Road DeKalb, IL 60115 AMERICAN TITLE GUARANTY, INC. 203572 TRUST/ESCROW 2045 ABERDEEN CT., SUITE B. 70-1435/719 SYCAMORE, IL 60178 815-756-3611 00031594 --Ten and 00/100 ---Dollars DATE AMOUNT , December 6, 2021 \$ ****10.00 - VOID AFTER 180 DAYS PAY TO THE ORDER City of DeKalb HEAT SENSITIVE

AUTHORIZED SIGNATURE

164 E Lincoln Hwy

DeKalb, IL 60115