RESOLUTION 2019-037          PASSED: FEBRUARY 11, 2019

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE
DEKALB ROAD DISTRICT FOR CONTRIBUTION OF FUNDS FOR
IMPROVEMENTS TO THE INTERSECTION OF ANNIE GLIDDEN ROAD
AND FAIRVIEW DRIVE, DEKALB, ILLINOIS.

WHEREAS, the City by virtue of its powers as set forth in the “Illinois Municipal Code” 65
ILCS 5/1-1-1 et seq. Is authorized to enter into this agreement; and

WHEREAS, the DeKalb Road District by virtue of its powers as set forth in the pursuant
to 5 ILCS 220, et. seq., and Article VII, Section 10 of the Constitution of the State of
Illinois, is authorized to enter into this agreement; and

WHEREAS, the intersection of Annie Glidden Road and Fairview Drive is confluence of
multijurisdictional facilities, and improvements to it benefit all jurisdictional parties; and

WHEREAS, Council authorizes the execution of the Intergovernmental Agreement with
the DeKalb Road District for cost sharing contributions and Right-of-Way conveyance
associated with the improvements to the intersection of Annie Glidden Road and Fairview
Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
DEKALB, ILLINOIS:

SECTION 1: The City hereby authorizes the Mayor of the City of DeKalb to enter into an
Intergovernmental Agreement with the DeKalb Road District for shared funding of
improvements to the intersection of Annie Glidden Road and Fairview Drive substantially
in the format attached hereto, subject to such adjustments as shall be acceptable to the
Mayor with the recommendation of City staff; and which conveys by deeded fee simple
transfer certain Rights-of-Way to the DeKalb Township Road District contiguous with their
jurisdiction, subject to execution of all deed and transfer documentation by the City
Manager. The City Council specifically authorizes the transfer of the property identified
in the Agreement, as an intergovernmental transfer of property, without requirement of
further approval. Further, the Mayor and City Manager are and shall be authorized to
execute any documentation necessary to effectuate a formal transfer of jurisdictional
responsibility for such parcels, as may be required by the Illinois Department of
Transportation.

SECTION 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed
to attest the Mayor’s Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting
thereof held on the 11th day of February 2019 and approved by me as Mayor on the same
day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Stupegia, Fagan, Noreiko,
Verbic, Faivre, Smith. Nay: None.

ATTEST:

LYNN A. FAZEKAS, City Clerk
JERRY SMITH, Mayor
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF DEKALB AND DEKALB ROAD DISTRICT  
FOR INTERSECTION IMPROVEMENTS AT  
ANNIE GLIDDEN ROAD AND FAIRVIEW DRIVE  

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made as of the 11th day of February 2019, by and between the CITY OF DEKALB, (the "City"), an Illinois municipal corporation, and the DEKALB ROAD DISTRICT, (the "Road District"), a body politic and corporate of DeKalb County, Illinois.

RECITALS

WHEREAS, the City and the Road District are public agencies and enabled with certain authority under the laws of the State of Illinois, including the authority to enter into intergovernmental agreements pursuant to 5 ILCS 220, et seq and Article VII, Section 10 of the Constitution of the State of Illinois, for the mutual assistance and well-being of the citizens therein; and

WHEREAS, the City has received funding to design and construct improvements to Annie Glidden Road at Fairview Drive intersection; and

WHEREAS, the City and the Road District wish to cooperate on the design and construction of intersection and traffic signal improvements that have been reviewed and approved by the Illinois Toll Highway Authority ("ITHA") and which are contemplated within the plans approved by the ITHA at the intersection and approach roadways at the Annie Glidden and Fairview intersection (the "Improvements"); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and with the foregoing recitals being incorporated herein and made a part hereof, the parties agree as follows:

SECTION 1

A. City’s Responsibilities

1. The City has completed, at its own costs or through grant funds, all surveying, design engineering, construction and inspection for the Improvements at Annie Glidden Road and Fairview Drive intersection.

2. The City has utilized a contractor ("the Contractor") to construct all components of the Improvements, including the pavement widening, traffic signal improvements, drainage improvements, lighting, pavement resurfacing and striping.

3. The City has required the Contractor to adequately insure the Improvements against all claims which may arise from construction of the Improvements in accordance with the ITHA Contract, during the term of construction.
4. The City is hereby providing the Road District with awarded unit prices and completed quantities for which it is requesting funding contributions identified as attached hereto in Exhibit 1.

5. The City shall convey to the Road District via Deed certain properties identified as Rights of Way for Annie Glidden Road acquired from Parcel Identification Numbers both 08-28-400-008 and 08-28-400-007; illustrated in Exhibit 2 and described as attached hereto in Exhibit 3A and 3B. Said exhibits include deeds of complete land acquisition from which each of these parcels was established for reference. The City agrees to cooperate with the Road District on any related paperwork regarding this conveyance and the Mayor and City Manager are and shall be authorized to execute any such documentation.

B. Road District’s Responsibilities

1. The Road District concurs with the installed completed quantities of the Improvement at Annie Glidden Road and Fairview Drive.

2. The Road District agrees to remit to the City funds equal to the amount estimated in the attached Exhibit 1, Construction Estimate of Cost. This payment shall be in the amount of $71,235.80 and shall be made within thirty (30) days of the date of this Agreement, absent a subsequent agreement between the Parties.

3. The Road District agrees to accept ownership and maintenance of the Rights of Way conveyed herein as referenced above.

SECTION 2

A. Term. This Agreement shall remain in effect for one (1) year from the Effective Date of the Agreement.

B. This Agreement shall not supersede any previous, acting agreements between the parties regarding the Improvements at Annie Glidden Road and Fairview Drive.

C. Remedies. Upon violation of any of the terms of this Agreement that is not cured within 30 days of written notice thereof from one party to another, the aggrieved party or parties shall have all rights and remedies afforded to it under the law, including the termination of this Agreement.

D. Amendments. This Agreement may be amended, but only in writing, and said writing shall be executed by the parties by their duly authorized representative(s).

E. Severability. If any term of provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to person or circumstances other that those as to which it is held invalid or unenforceable, shall not
be affected thereby, and each remaining term and provision hereof shall be deemed valid and enforced to the fullest extent permitted by law.

F. Notices. All notices, approvals, demands and other documents required or permitted under this Agreement, other than routine communication necessary for the day-to-day operation of this facility, shall be deemed properly given if hand delivered or sent by United States mail, postage prepaid, to the following:

AS TO THE CITY: Director
Department of Public Works
City of DeKalb
1216 Market Street
DeKalb, IL 60115

WITH A COPY TO: City Attorney
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115

AS TO THE ROAD DISTRICT: Highway Commissioner
DeKalb Township Road District
2323 S. Fourth Street
DeKalb, IL

WITH A COPY TO: John M. Redlingshafer
Mescher Law Offices, P.C.
108 S. Wood Street
Washington, IL 61571

G. Indemnification and Hold Harmless. City agrees that it will, at all times after the Effective Date, hold harmless and indemnify the Road District, its officers and agents from and against any and all costs, claims, liabilities, expenses, tax liabilities and damages, including reasonable attorneys’ fees, arising from or related to City’s use and operation of the Improvements, including construction and any other responsibilities, acts or omissions related to its obligations under this Agreement. The Road District agrees that it will, at all times after the Effective Date, hold harmless and indemnify the City, its officers and agents from and against any and all costs, claims, liabilities, expenses, tax liabilities and damages, including reasonable attorneys’ fees, arising from or related to the Road District’s operation of its right-of-way, and any other responsibilities, acts or omissions related to its obligations under this Agreement.

H. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
I. Waiver. This waiver of any term or provision of this Agreement shall not constitute a waiver of any other term or provision of this Agreement, nor shall the right to require any enforcement of any term or provision of this Agreement be permanently waived, if a continuing breach of any such term or provision arises.

J. Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above first written.

CITY OF DEKALB

By: ____________________________
   Jerry Smith, Mayor

Attest: __________________________
   Lynn A. Fazekas, City Clerk

DEKALB TOWNSHIP ROAD DISTRICT

By: ____________________________
   [Signature]
   Highway Commissioner

Print Name: Craig Smith

Attest: __________________________
   [Signature]
   Road District Clerk

Print Name: Geralynn M. Kunde
(Construction) Estimate of Cost

Location and brief description (Sta. and land description of beginning; Sta. only for end for county and road districts; street limits for municipality.)
Project is located at the intersection of Annie Glidden Road and Fairview Drive in the City of DeKalb in DeKalb County.
The project consists of the full depth HMA pavement widening for the addition of a right turn lane on Fairview Drive and left turn lanes on Annie Glidden Road. The project includes a new 48" culvert, end sections, manholes, HMA & Aggregate shoulders, traffic signal modifications, intersection lighting, reflective pavement markers, pavement marking, signing and restoration.

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☐ Page Total
☐ Total Estimated Cost $71,235.80

Made by S. Brent Pottorff  Date 10/15/2018
Checked by Matt Baldwin  Date 10/15/2018
Parcel No. 0001
Name Annie Glidden Road at Fairview Drive
County DeKalb
Owner City of DeKalb

That part of the Southeast Quarter of Section 28, Township 40 North, Range 4 East of the Third Principal Meridian, in DeKalb County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998952584, described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 28; thence South 89 degrees 51 minutes 34 seconds West along the South Line of said Southeast Quarter of Section 28, a distance of 259.27 feet to the Westerly Right-of-Way of Annie Glidden Road per document recorded September 24, 1974 as document number 382379 for the Point of Beginning; thence continuing South 89 degrees 51 minutes 34 seconds West along said South Line of the Southeast Quarter of Section 28, a distance of 43.16 feet to a line parallel with said Westerly Right-of-Way of Annie Glidden Road; thence North 00 degrees 08 minutes 26 seconds West, a distance of 33.00 feet to a line parallel with and 30.00 feet northwesterly of said Westerly Right-of-Way of Annie Glidden Road; thence North 45 degrees 49 minutes 44 seconds East, a distance of 98.24 feet to a line parallel with and 10.00 feet westerly of said Westerly Right-of-Way of Annie Glidden Road; thence North 01 degrees 34 minutes 20 seconds West along said parallel line, a distance of 77.09 feet; thence North 88 degrees 25 minutes 40 seconds East, a distance of 10.00 feet to said Westerly Right-of-Way of Annie Glidden Road; thence Southerly along said Westerly Right-of-Way of Annie Glidden Road the following three (3) courses: 1) thence South 01 degrees 34 minutes 20 seconds East, a distance of 108.65 feet; 2) thence South 45 degrees 49 minutes 44 seconds West, a distance of 53.20 feet; 3) thence South 00 degrees 08 minutes 26 seconds East, a distance of 33.00 feet to the Point of Beginning.

Said parcel containing 0.106 acres, more or less.
WARRANTY DEED
(Not-for-Profit Corporation) (Non-Freeway)

Daniel F. and Ada L. Rice Foundation a/k/a the Rice Foundation, a corporation
organized and existing under and by virtue of the laws of the State of Illinois and duly authorized
to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of
Five Thousand and No/100 Dollars ($5,000.00), receipt of which is hereby acknowledged, and
pursuant to the authority given by the Board of Directors of said Not-for-Profit Corporation,
grants, conveys, and warrants to City of DeKalb ("City"), the following described real estate:

See attached legal description.

Address: Northwest corner of Annie Glidden Road and Fairview Drive, DeKalb, IL

situated in the County of DeKalb, State of Illinois. The above-described real estate and
improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon
payment of the agreed consideration, all claims arising out of the above acquisition have been
settled, including without limitation, any diminution in value to any remaining property of the
Grantor caused by the opening, improving and using the premises for highway purposes. This
acknowledgment does not waive any claim for trespass or negligence against the Grantee or
Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 24 day of February 2018.
Daniel F. and Ada L. Rice Foundation a/k/a the Rice Foundation

By: [Signature]

Peter G. Nolan, President
Print Name and Title

ATTEST:

By: [Signature]
Cori T. Nolan, Secretary
Print Name and Title

State of Illinois
County of Cook

This instrument was acknowledged before me on February 26, 2018, by
Peter G. Nolan, as President
and Cori T. Nolan, as Secretary

of Daniel F. and Ada L. Rice Foundation a/k/a the Rice Foundation.

Ceclia Pern
Notary Public
My Commission Expires: 8/5/18

Exempt under 35 ILCS 200/3-1-6(b). Real Estate Transfer Tax Law.

Date: 3-6-2018

Robert Welsh
Buyer, Seller or Representative

This Instrument was prepared by J. Steve Santacruz, Santacruz Land Acquisitions, 222 Northfield Rd - St 201, Northfield, IL 60093

and after recording, mail this instrument and future tax bills to:

City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
Parcel No. 0001
Name Annie Glidden Road at Fairview Drive
Route FAU 5348
Section 16-00189-00-WR
County DeKalb
Job No. C-93-115-16
Station to Station 116+70.40 to 118+50.00
R.O.W. Purpose Pavement widening & Drainage improvements

That part of the Southeast Quarter of Section 28, Township 40 North, Range 4 East of the Third Principal Meridian, in DeKalb County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998952584, described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 28; thence South 89 degrees 51 minutes 34 seconds West along the South Line of said Southeast Quarter of Section 28, a distance of 259.27 feet to the Westerly Right-of-Way of Annie Glidden Road per document recorded September 24, 1974 as document number 382379 for the Point of Beginning; thence continuing South 89 degrees 51 minutes 34 seconds West along said South Line of the Southeast Quarter of Section 28, a distance of 43.16 feet to a line parallel with said Westerly Right-of-Way of Annie Glidden Road; thence North 00 degrees 08 minutes 26 seconds West, a distance of 33.00 feet to a line parallel with and 30.00 feet northerly of said Westerly Right-of-Way of Annie Glidden Road; thence North 45 degrees 49 minutes 44 seconds East, a distance of 98.24 feet to a line parallel with and 10.00 feet westerly of said Westerly Right-of-Way of Annie Glidden Road; thence North 01 degrees 34 minutes 20 seconds West along said parallel line, a distance of 77.09 feet; thence North 88 degrees 25 minutes 40 seconds East, a distance of 10.00 feet to said Westerly Right-of-Way of Annie Glidden Road; thence Southerly along said Westerly Right-of-Way of Annie Glidden Road the following three (3) courses: 1) thence South 01 degrees 34 minutes 20 seconds East, a distance of 108.65 feet; 2) thence South 45 degrees 49 minutes 44 seconds West, a distance of 53.20 feet; 3) thence South 00 degrees 08 minutes 26 seconds East, a distance of 33.00 feet to the Point of Beginning.

Said parcel containing 0.106 acres, more or less.
PLAT ACT AFFIDAVIT

STATE OF ILLINOIS  )
COUNTY OF Dekalb ) SS.

222 NORTHFIELD ROAD, NORTHFIELD, IL 60093

I, Robin G. Weber, being duly sworn on oath, state that the attached deed is not in violation of 765 ILCS 205/1(b) because 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.

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

Sworn to and subscribed before me
this 6 day of March, 2018

Notary Public

"OFFICIAL SEAL"
JONATHAN ABPLANALP
Notary Public, State of Illinois
My Commission Expires 5/23/2020
Parcel No. 0002A
Name Annie Glidden Road at Fairview Drive
County DeKalb
Owner City of DeKalb

That part of the Southeast Quarter of Section 28, Township 40 North, Range 4 East of the Third Principal Meridian, in DeKalb County, Illinois, being described as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence South 89 degrees 51 minutes 34 seconds West along the South Line of said Southeast Quarter, 79.23 feet to the Easterly Right of Way line of Annie Glidden Road, recorded as document number 382379 on September 24, 1974; thence North 00 degrees 08 minutes 26 seconds West along said Easterly Right of Way line, 33.00 feet to the Point of Beginning; thence North 48 degrees 36 minutes 30 seconds West along said Easterly Right of Way line, 55.77 feet; thence North 01 degrees 34 minutes 20 seconds West along said Easterly Right of Way line, 576.15 feet; thence South 03 degrees 23 minutes 24 seconds East, 315.16 feet to a line parallel with and 10.00 feet perpendicularly distant easterly of said Easterly Right of Way line; thence South 01 degrees 34 minutes 20 seconds East along said parallel line, 255.00 feet to a line parallel with and 11.31 feet perpendicularly distant northeasterly of said Easterly Right of Way; thence South 48 degrees 36 minutes 30 seconds East along said parallel line, 38.48 feet to a line parallel with and 50.00 feet perpendicularly distant northerly of the westerly extension of the South Line of the Southwest Quarter of Section 27 in said Township 40 North, Range 4 East of the Third Principal Meridian; thence South 89 degrees 32 minutes 41 seconds East along said parallel line, 3.10 feet to the northerly extension of said Easterly Right of Way line; thence South 00 degrees 08 minutes 26 seconds East along said Easterly Right of Way Line, 17.83 feet to the Point of Beginning.

Said parcel containing 0.108 acres, more or less.
WARRANTY DEED
(Individual) (Non-Freeway)

Rosemary Greek Neale, a single person as to an undivided 1/2 interest and Meredith Marie Vypolil, a married person as to an undivided 1/2 interest, (Grantor), of the County of DeKalb and State of Illinois, for and in consideration of Eight Thousand and No/100 Dollars ($8,000.00), receipt of which is hereby acknowledged, grants, conveys, and warrants to the City of DeKalb ("City"), the following described real estate:

See attached legal description.

Address: Northeast Corner of Annie Glidden Road and Fairview Drive, Dekalb, IL

situated in the County of DeKalb, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor does not possess rights of Homestead in the premises.

Grantor, without limiting the interest above-granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.
Dated this 28th day of February 2018.

Rosemary Greek Neale

Meredith Marie Vytopil

State of California
County of San Diego

This instrument was acknowledged before me on 24 Feb 2018, by Rosemary Greek Neale and Meredith Marie Vytopil.

KENNETH C. SHOOK
Notary Public - California
San Diego County
Commission # 2181424
My Comm. Expires Feb 23, 2021

My Commission Expires: _2021_

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

3-6-2019
Buyer, Seller or Representative

This instrument was prepared by J. Steve Santacruz, Santacruz Land Acquisitions, 222 Northfield Rd - Ste 201, Northfield, IL 60093

and after recording, mail this instrument and future tax bills to:

City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
Parcel No. 0002
Name Annie Glidden Road at Fairview Drive
Route FAU 5348
Section 16-00189-00-WR
County DeKalb
Job No. C-93-115-16
Station to Station 116+70.40 to 123+15.00
R.O.W. Purpose Pavement widening & Drainage improvements

That part of the Southeast Quarter of Section 28, Township 40 North, Range 4 East of the Third Principal Meridian, in DeKalb County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment) with a combined factor of 0.9998952584, described as follows:

Beginning at the Southeast corner of said Southeast Quarter of Section 28; thence South 89 degrees 51 minutes 34 seconds West along the South Line of said Southeast Quarter of Section 28, a distance of 79.23 feet to the Easterly Right-of-Way of Annie Glidden Road per document recorded September 24, 1974 as document number 282379; thence Northerly along said Easterly Right-of-Way of Annie Glidden Road the following three (3) courses: 1) thence North 00 degrees 08 minutes 26 seconds West, a distance of 54.00 feet; 2) thence North 48 degrees 36 minutes 30 seconds West, a distance of 55.77 feet; 3) thence North 01 degrees 34 minutes 20 seconds West, a distance of 576.15 feet; thence South 03 degrees 23 minutes 24 seconds East, a distance of 315.16 feet to a line parallel with and 10.00 feet easterly of said Easterly Right-of-Way of Annie Glidden Road; thence South 01 degrees 34 minutes 20 seconds East along said parallel line, a distance of 255.00 feet to a line parallel with and 11.31 feet northeasterly of said Easterly Right-of-Way of Annie Glidden Road; thence South 48 degrees 36 minutes 30 seconds East along said parallel line, a distance of 38.48 feet to a Line parallel with and 50.00 feet northerly of the South Line of the Southwest Quarter of Section 27 in said Township 40 North, Range 4 East; thence South 89 degrees 32 minutes 41 seconds East along said parallel line, a distance of 82.99 feet to the East Line of said Southeast Quarter of Section 28; thence South 00 degrees 36 minutes 26 seconds East along said East Line, a distance of 50.00 feet to the Point of Beginning.

Said parcel containing 0.200 acres, more or less.
PLAT ACT AFFIDAVIT

STATE OF ILLINOIS )
COUNTY OF De Kalb ) SS.

222 NORTHFIELD ROAD, NORTHFIELD, IL 60093

I, Robin G. Weber, being duly sworn on oath, state that the attached deed is not in violation of 765 ILCS 205/1(b) because 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.

Affiant further states that he/she makes this affidavit for the purpose of inducing the Recorder of Deeds of De Kalb County, Illinois, to accept the attached deed for recording.

Sworn to and subscribed before me

this 6 day of March, 2018

[Signature]

Notary Public

"OFFICIAL SEAL"
JONATHAN ABPLANALP
Notary Public, State of Illinois
My Commission Expires 5/23/2020
QUIT CLAIM DEED

THE GRANTOR, THE CITY OF DEKALB, a municipal corporation of the County of DeKalb and State of Illinois ("Grantor"), for an in consideration of the sum of One and no/100 Dollars ($1.00) and other good and valuable consideration in hand paid, CONVEYS AND QUIT CLAIMS to THE DEKALB TOWNSHIP ROAD DISTRICT, a body politic and corporate of DeKalb County, Illinois ("Grantee"), all interest in the following legally described real estate which is situated in the County of DeKalb in the State of Illinois:

2323 S. Fourth Street
DeKalb, IL 60115

See Exhibit A, Attached Hereto and Made a Part Hereof

(signature page follows)
IN WITNESS WHEREOF, the Grantor aforesaid has executed this Deed as of the 10th day of June, 2019. This transfer exempt pursuant to the provisions of 35ILCS 200/31-45(e).

THE CITY OF Dekalb,
a municipal corporation of the County of DeKalb and State of Illinois

By: [Signature]
Name: Bill Nicklas
Title: City Manager

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 Bill Nicklas, personally known to me to be the City Manager of the City of DeKalb, a municipal corporation of the County of DeKalb and State of Illinois, being the Grantor in the foregoing instrument, 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 and delivered such instrument as his own free and voluntary act and as the free and voluntary act of the Grantor, all for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 10th day of June, 2019.

[Signature]
Notary Public
Printed Name: Ruth A. Scott

My Commission expires: 7-24-2022

OFFICIAL SEAL
RUTH A SCOTT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires July 24, 2022
Statement Regarding Transfer of Taxes

Under penalty of perjury, this transaction is exempt from the imposition of Real Estate Transfer Taxes, as a transfer of property where the deed relates to the transfer of property acquired by any governmental body, pursuant to 35 ILCS 200/31-45(e).

Exempt under 35 ILCS 200/31-45(e).  

June 24, 2019

The City of DeKalb
a municipal corporation of
the County of DeKalb and
State of Illinois

By: ____________________________  
Bill Nicklas, City Manager

State of Illinois  ) SS
County of DeKalb  )

The foregoing instrument was acknowledged before me this 24th day of June 2019 by Bill Nicklas, City Manager of the City of DeKalb.

__________________________  Notary Public

My commission expires: July 24, 2022.
EXHIBIT A

Page 1 - Legal Description of Parcel 0001
Page 2 - Legal Description of Parcel 0002a
Page 3 - Exhibit depicting both parcels
That part of the Southeast Quarter of Section 28, Township 40 North, Range 4 East of the Third Principal Meridian, in DeKalb County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998952584, described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 28; thence South 89 degrees 51 minutes 34 seconds West along the South Line of said Southeast Quarter of Section 28, a distance of 259.27 feet to the Westerly Right-of-Way of Annie Glidden Road per document recorded September 24, 1974 as document number 382379 for the Point of Beginning; thence continuing South 89 degrees 51 minutes 34 seconds West along said South Line of the Southeast Quarter of Section 28, a distance of 43.16 feet to a line parallel with said Westerly Right-of-Way of Annie Glidden Road; thence North 00 degrees 08 minutes 26 seconds West, a distance of 33.00 feet to a line parallel with and 30.00 feet northerly of said Westerly Right-of-Way of Annie Glidden Road; thence North 45 degrees 49 minutes 44 seconds East, a distance of 98.24 feet to a line parallel with and 10.00 feet westerly of said Westerly Right-of-Way of Annie Glidden Road; thence North 01 degrees 34 minutes 20 seconds West along said parallel line, a distance of 77.09 feet; thence North 88 degrees 25 minutes 40 seconds East, a distance of 10.00 feet to said Westerly Right-of-Way of Annie Glidden Road; thence Southerly along said Westerly Right-of-Way of Annie Glidden Road the following three (3) courses: 1) thence South 01 degrees 34 minutes 20 seconds East, a distance of 108.65 feet; 2) thence South 45 degrees 49 minutes 44 seconds West, a distance of 53.20 feet; 3) thence South 00 degrees 08 minutes 26 seconds East, a distance of 33.00 feet to the Point of Beginning.

Said parcel containing 0.106 acres, more or less.
That part of the Southeast Quarter of Section 28, Township 40 North, Range 4 East of the Third Principal Meridian, in DeKalb County, Illinois, being described as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence South 89 degrees 51 minutes 34 seconds West along the South Line of said Southeast Quarter, 79.23 feet to the Easterly Right of Way line of Annie Glidden Road, recorded as document number 382379 on September 24, 1974; thence North 00 degrees 08 minutes 26 seconds West along said Easterly Right of Way line, 33.00 feet to the Point of Beginning; thence North 46 degrees 36 minutes 30 seconds West along said Easterly Right of Way line, 55.77 feet; thence North 01 degrees 34 minutes 20 seconds West along said Easterly Right of Way line, 576.15 feet; thence South 03 degrees 23 minutes 24 seconds East, 315.16 feet to a line parallel with and 10.00 feet perpendicularly distant easterly of said Easterly Right of Way line; thence South 01 degrees 34 minutes 20 seconds East along said parallel line, 265.00 feet to a line parallel with and 11.31 feet perpendicularly distant northeasterly of said Easterly Right of Way; thence South 48 degrees 36 minutes 30 seconds East along said parallel line, 38.48 feet to a line parallel with and 50.00 feet perpendicularly distant northerly of the westerly extension of the South Line of the Southwest Quarter of Section 27 in said Township 40 North, Range 4 East of the Third Principal Meridian; thence South 89 degrees 32 minutes 41 seconds East along said parallel line, 3.10 feet to the northerly extension of said Easterly Right of Way line; thence South 00 degrees 08 minutes 26 seconds East along said Easterly Right of Way line, 17.83 feet to the Point of Beginning.

Said parcel containing 0.108 acres, more or less.
State of Illinois

County of DeKalb

Bill Nicklas, City Manager, being duly sworn on oath, states that he resides at 200 S. 4th Street, DeKalb, Illinois 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 tract of land 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 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 of tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
9. The sale is of a single lot of less than 5 acres from a larger tract, and a survey has been made by an Illinois Registered Land Surveyor, and the sale is not a sale of any subsequent lot or lots from the same larger tract of land as determined by the dimensions and configuration of the larger tract on October 01, 1973; and further, local requirements applicable to the subdivision of land have been met.

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

________________________
Signature of Affiant

________________________
Signature of Notary Public