

## MEMORANDUM

**TO:** The Honorable Mayor and City Council

**FROM:** Dawn C. Didier, City Attorney

**DATE:** January 20, 2026

**SUBJECT:** **Ordinances Authorizing Eminent Domain Proceedings for Two Parcels in the Streams Subdivision, PINs 05-19-409-043 and 05-19-400-012**

### Request

Approve the ordinances authorizing eminent domain proceedings to acquire fee simple title to two parcels (East Lake and Alpine Century parcel) in the Streams Subdivision.

### Background

In the City's continuing efforts to complete the Streams Lakes Meander project, the City needs to acquire two additional parcels of property – the East Lake, PIN 05-19-409-043 (outlined in red) and the Alpine Century parcel, PIN 05-19-400-012 (outlined in yellow).



Staff has taken considerable measures to locate the owners of the two parcels in order to purchase these properties without success. The East Lake is held in a land trust wherein the trustee bank is no longer in existence, and there is no record of the beneficiaries of the trust. There are no records in the Secretary of State's online database relating to Alpine Century Co. As such, the next step is to institute eminent domain proceedings in DuPage County Circuit Court.

### Budget Impact

It is uncertain at this time exactly what the City will have to pay to acquire the parcels. The Court will enter an order in each case determining the amount. Even though the owners cannot be located, it is



WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

CITY COUNCIL: ERICA BRAY-PARKER | LEAH BRICE | SCOTT BROWN | BRADLEY CLOUSING | LYNN ROBBINS | SCOTT WELLER

likely that the City will have to deposit any amounts with the Clerk of the Circuit Court to be held in case someone comes forward in the future.

**Recommendation**

Staff recommends that the City Council approve the ordinances authorizing the institution of eminent domain proceedings for acquisition of the two parcels mentioned above.

**ORDINANCE NO. O-2026-XX**

**AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH NEGOTIATION, OR IF NEGOTIATIONS ARE UNSUCCESSFUL OR CANNOT BE COMPLETED, BY EMINENT DOMAIN, OF CERTAIN PROPERTY IN THE STREAMS SUBDIVISION FOR PUBLIC PURPOSES BY THE CITY OF WHEATON  
(EAST LAKE IN STREAMS SUBDIVISION – 8.373 ACRES, P.I.N. 05-19-409-043)**

**WHEREAS**, the City of Wheaton, Illinois, (“City”) is an Illinois Home Rule Municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970, and as such, the City may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, pursuant to the provisions of Article 11 of the Illinois Municipal Code, the City is authorized to purchase real and personal property for public purposes; and

**WHEREAS**, the Corporate Authorities deem it advisable and in the public interest, health, safety and welfare to acquire fee simple title to certain real estate located within the City (“Subject Property”) for the public purpose of a stream naturalization project which significantly enhances the ecological health of the watershed by restoring a natural flow regime, reestablishing native vegetation, and improving aquatic habitats, which in turn supports biodiversity, reduces the impacts of flooding, improves water quality, and increases the resilience of ecosystems to climate change; and

**WHEREAS**, the Subject Property is legally described as follows:

Lot 1 in the Streams Unit 1, being a Subdivision in the Southeast Quarter of Section 19, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded October 29, 1969 as Document R69-47226, in DuPage County, Illinois.

PIN: 05-19-409-043 (also see Plat of Survey attached hereto and incorporated herein as Exhibit A); and

**WHEREAS**, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the City has obtained minutes of condemnation which identifies the record title owner of the Subject Property to be The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460, a copy of said minutes of condemnation being attached hereto and incorporated herein as Exhibit B; and

**WHEREAS**, the City has taken numerous steps to investigate and track down the record title owner of the Subject Property in order to undertake and complete good faith negotiations for the voluntary purchase of the Subject Property, but notwithstanding said efforts, to date has been unable to locate the record title owner (see Affidavit of City Attorney Dawn C. Didier attached hereto and incorporated herein as Exhibit C).

**WHEREAS**, the City has obtained an appraisal and other information on the Subject Property, and based thereon has determined a valuation for acquisition of the Subject Property which it believes to represent a fair and justified amount to be offered to the record title owner; and

**WHEREAS**, the City desires to adopt this Ordinance in order to authorize acquisition of the Subject Property through either negotiation if the voluntary purchase and sale can be successfully completed based on the appraisal and other information obtained by the City, or by eminent domain if the Subject Property cannot be voluntarily acquired through negotiation with the record title owner.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule powers, as follows:

**Section 1:** The foregoing recitals are hereby adopted and incorporated as if fully set forth herein.

**Section 2:** It is necessary and desirable that the Subject Property be acquired in fee simple by the City by negotiated purchase, and if unsuccessful and/or the record title owner of the Subject Property cannot be located, by eminent domain as authorized in 65 ILCS 5/11-74.4-4 for the purpose as set forth hereinabove.

**Section 3:** The City Manager, City Attorney and appropriate staff are hereby authorized to take the necessary steps to acquire fee simple title to the Subject property by negotiation, and if negotiations are unsuccessful and/or the record title owner cannot be located, by eminent domain.

**Section 4:** To date, the City has been unable to negotiate with the record title holder owner as neither the record title owner nor any beneficiaries were able to be located, even after a diligent search (as described in Exhibit C attached hereto).

**Section 5:** All ordinances or resolutions or parts thereof in conflict with these provisions are to the extent of such conflict repealed.

**Section 6:** This Ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Roll Call Vote

Ayes:

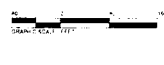
Nays:

Absent:

Passed:

Published:

## EXHIBIT A




**First American**

Commitment for Title Insurance  
Illinois - 2021 v. 01.00 (07-01-2021)

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company  
 Issuing Office: 27775 Diehl Road, Warrenville, IL 60555  
 Title E-mail: fcl.searchpackage.il@firstam.com  
 Escrow E-mail: figures.il@firstam.com  
 Commitment Number: 3177681  
 Issuing Office File Number: 3177681  
 Property Address: Vacant Land, Creekside Drive, Wheaton, IL 60189  
 Revision Number:

**SCHEDULE A**

1. Commitment Date: April 10, 2024 at 8:00 a.m.
2. Policy to be issued:
  - a. 2021 ALTA Policy - form(s) To Be Determined  
 Proposed Insured: the City of Wheaton  
 Proposed Amount of Insurance: \$1,000.00  
 The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:  
 The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460
5. The Land is described as follows:  
 See Exhibit A attached hereto and made a part hereof

**First American Title Insurance Company**

By:

Christian Poulsen

**Authorized Signatory**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**SCHEDULE B, PART I—Requirements**

Commitment No.: 3177681

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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**SCHEDULE B, PART II—Exceptions**

Commitment No.: 3177681

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

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 III. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
7. General taxes and assessments for the year 2023, 2024 and subsequent years which are not yet due and payable.

Tax identification no.: 05-19-409-043

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**Note for informational purposes 2022 taxes:**

1st Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date June 01, 2023)  
2nd Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date September 01, 2023 )

**Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.**

8. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
9. Easements for sewer, as shown on the plat of subdivision recorded as document R69-47226.  
(Affects -- see recorded plat for particulars)
10. Terms and conditions of the easement provisions noted on the plat of subdivision.
11. Grant of Easement to Wheaton Sanitary District, DuPage County, Illinois for main outfall sanitary sewer recorded as document no. 602101, and the terms and conditions contained therein.

(Affects -- see recorded document for particulars)

Notice of Easement Rights made by The Wheaton Sanitary District, recorded August 04, 1993 as document R93-171842.

12. Grant of Easement to Wheaton Sanitary District for sanitary sewer recorded as document no. R63-40609, and as disclosed on the plat of subdivision, and the terms and conditions contained therein.  
(Affects -- see recorded document for particulars)
13. Grant of Easement to the City of Wheaton for storm sewer recorded as document no. R68-9545, and the terms and conditions contained therein.  
(Affects -- see recorded document for particulars)
14. Grant of Easement to Commonwealth Edison Company for underground cable right recorded as document no. R71-42140, and the terms and conditions contained therein.

(Affects -- see recorded document for particulars)

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15. The premises in question may be located within the Wheaton Sanitary District which is accepting federal grants for pollution control pursuant to Public Law 92-500. The District must charge a user charge separate from Ad Valorem Taxes, which charges may be a continuing lien on the property. Attention is directed to Ordinance recorded as document R77-108387.
16. Terms, conditions and provisions of Ordinance No. 600 entitled An Ordinance Requiring Payment of User Charges and Connection Permit Fees Upon Transfer of Property recorded January 05, 2016 as document R2016-000852.
17. Rights of the interested parties to the free and unobstructed flow of the waters of the Spring Brook which may flow on or through the land.
18. Loss or damage which the insured may sustain by reason of the fact that all municipal charges relating to the land are not paid to the date of Policy. Such loss or damage includes but is not limited to the inability to obtain water and/or sewer service and municipal revenue stamps.
19. In order that the title to the land may be insured following completion of the contemplated proceedings to condemn the land the following is noted:
  - A. Upon institution of the contemplated proceedings, a notice of condemnation in proper form should be placed of record.
  - B. The following persons are necessary parties to any such proceedings:
    - i. **the City of Wheaton, as Party Plaintiff**
    - ii. **The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460, as record owner of the land sought to be condemned.**
    - iii. Illinois Bell Telegraph Company, by reason of exception no. 10.
    - iv. **the Wheaton Sanitary District, by reason of exception nos. 11, 12, 15 and 16.**
    - v. **the City of Wheaton, by reason of exception no. 13.**
    - vi. **Commonwealth Edison Company, by reason of exception no. 14.**

Note: In the event any of the parties listed herein are deceased, their heirs or devisees should be made parties by name if known; and if unknown, then by the name and description of "unknown heirs and devisees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of the said necessary parties be living or dead, then such parties should be made parties

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by name, and such persons as would be their heirs or devisees should also be made parties to the proceedings as "unknown owners".

Note: Any persons whose name(s) are unknown and unascertainable, should be made parties under the description of "unknown owners", unless the contrary is herein indicated.

C. In addition to the foregoing, the following would be necessary parties to the proceeding:

1. All persons acquiring rights in the land subsequent to the date of this commitment and prior to the recording of a proper notice of condemnation.
2. All persons, other than those named herein, known to plaintiff or plaintiff's attorney to have or claim an interest in the land.
3. All persons who are in possession of said land.
4. Unknown owners, generally.
5. Non-record claimants.

Limitation of Liability for Informational Report

**IMPORTANT - READ CAREFULLY:** THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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**EXHIBIT A**

The Land referred to herein below is situated in the County of DuPage, State of Illinois, and is described as follows:

Lot 110 in THE STREAMS UNIT ONE, being a subdivision of part of the East half of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 29, 1969 as document R69-47226, in DuPage County, Illinois.

Note: For informational purposes only, the land is known as :

Vacant Land, Creekside Drive  
Wheaton, IL 60189

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**First American**

Commitment for Title Insurance  
Illinois - 2021 v. 01.00 (07-01-2021)

**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

**2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

**3.** The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and

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g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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STATE OF ILLINOIS            )  
   ) SS.  
 COUNTY OF DUPAGE         )

**AFFIDAVIT OF DAWN C. DIDIER**

I, Dawn C. Didier, being first duly sworn, deposes and states as follows:

1. I am of legal age and under no legal disabilities. I have personal knowledge of the facts contained herein. If called upon and sworn as a witness, I could competently and truthfully testify to the facts stated herein.

2. I am the City Attorney for the City of Wheaton ("City").

3. I am familiar with a parcel of property located in the Streams Subdivision, P.I.N. 05-19-409-043 ("Subject Property"), legally described as follows:

Lot 1 in the Streams Unit 1, being a Subdivision in the Southeast Quarter of Section 19, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded October 29, 1969 as Document R69-47226, in DuPage County, Illinois.

4. The City is interested in acquiring the Subject Property in fee simple for naturalization and stormwater management purposes as is more fully described in the Ordinance to which this Affidavit is attached.

5. In order to acquire the Subject Property, I took the following steps to locate the owner thereof for the purpose of negotiating a purchase:

- a. In 2020, the former attorney for the City ordered a tract search on the Subject Property, which that the Subject Property is titled in Oak Park National Bank, as Trustee under the provisions of a trust agreement dated the 19<sup>th</sup> day of July 1968, known as Trust Number 8460.
- b. I conducted an internet search and learned that Oak Park National Bank no longer exists.
- c. On June 6, 2023, I contacted the FDIC, Division of Resolution & Receivership, who advised that Oak Park National Bank changed its name to First Bank of Oak Park, which then failed and was acquired by U.S. Bank National Association in 2006.
- d. As suggested by the representative of the FDIC, Division of Resolution & Receivership, I performed a search in FDICbankfind, the results of which confirmed that First Bank of Oak Park's successor was U.S. Bank National Association (see printout of search attached hereto and incorporated herein as Exhibit 1).
- e. Thereafter, I googled the address of Oak Park National Bank and learned that U.S. Bank was still operating at the same location in Oak Park. I called U.S. Bank and spoke with a representative in the Trust Department. The representative stated that U.S. Bank became successor trustee for Oak Park National Bank's land trusts for a short while and then Chicago Title Land Trust Company became trustee.

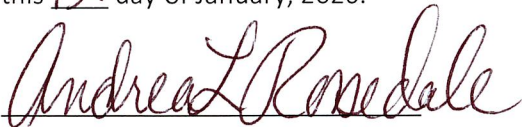
- f. I then contacted Chicago Title who advised that they searched their files and do not have any records for the Subject Property or the trust. They told me to reach back out to U.S. Bank, which I did.
- g. U.S. Bank's law division did some research and also could not find this trust; they said that land trusts are only active for 8-10 years and need to be renewed after that.
- h. U.S. Bank further advised that NorthStar Trust Company also became successor trustee to some of U.S. Bank's land trusts. In 2014, NorthStar was acquired by GreatBanc Trust Company. In January 2024, I reached out to GreatBanc and never received a response. (See email string attached hereto and incorporated herein as Exhibit 2.)
- i. In April 2024, I ordered Minutes of Condemnation from First American Title Company, which showed the record title owner of the Subject Property as Oak Park National Bank, as Trustee under the provisions of a trust agreement dated the 19<sup>th</sup> day of July 1968, known as Trust Number 8460. (See Minutes of Condemnation attached hereto and incorporated herein as Exhibit 3.) In October 2025, I ordered updated Minutes of Condemnation from First American Title Company, which verified that the record title owner of the Subject Property is still Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460. (See updated Minutes of Condemnation attached hereto and incorporated herein as Exhibit 4.)
- j. On September 5, 2025, I checked the records for DuPage County Recorder of Deeds and Supervisor of Assessments. There have been no documents recorded against the Subject Property showing a change of ownership. Likewise, the Assessor's Office shows the owner as Oak Park Natl Bank 8460.

FURTHER AFFIANT SAYETH NOT.

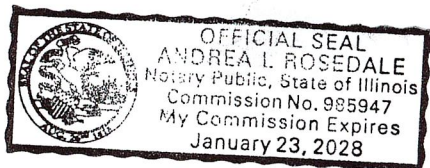


Dawn C. Didier  
City Attorney

Subscribed and sworn to before me  
this 13<sup>th</sup> day of January, 2026.



Notary Public



# First Bank of Oak Park



## Institution Details

Data as of 06/02/2023

<b>Institution Closed</b> Merged or acquired on 01/01/2006 without government assistance	<b>FDIC Cert #</b> 1801	<b>Main Office Address</b> 11 West Madison Street Oak Park, IL 60302
	<b>Established</b> 05/06/1922	<b>Financial Information</b> <a href="#">Create financial reports for this institution</a>
	<b>Bank Charter Class</b> State Chartered Banks, not member of the Federal Reserve System (FRS)	<b>Consumer Assistance</b> <a href="http://HelpWithMyBank.gov">HelpWithMyBank.gov</a>
	<b>Primary Federal Regulator</b> Federal Deposit Insurance Corporation	<b>Contact the FDIC</b> <a href="#">Questions about Bank Information</a>

## Succeeding Institution

U.S. Bank National Association  
Cert - 6548



FDIC Insured  
Since 01/01/1934

[Click to View Succeeding Institution](#)

See the succeeding institution for more information.

Get additional detailed information by selecting from the following:

Locations

History

Institution Profile

Other Names

## 11 Historical Events

Results

25 ▾



Re: land trust

From Dawn Didier <ddidier@wheaton.il.us>  
 Date Wed 1/10/2024 3:03 PM  
 To Olson, Greg <greg.olson@usbank.com>

Thank you for taking time to look into this. I will definitely reach out to GreatBanc Trust Company. I was not aware that land trusts have to be renewed.

**Dawn C. Didier**

City Attorney  
 City of Wheaton  
[www.wheaton.il.us](http://www.wheaton.il.us)  
 630-260-2013

From: Olson, Greg <greg.olson@usbank.com>  
 Sent: Wednesday, January 10, 2024 2:52 PM  
 To: Dawn Didier <ddidier@wheaton.il.us>  
 Subject: FW: land trust

You don't often get email from greg.olson@usbank.com. [Learn why this is important](#)

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Hii Dawn, I have tried to track this one down but unfortunately I am coming up empty. Please see the below response from our Law Division.

That said, I recall that a company named Northstar Trust Company became successor trustee after U.S. Bank, who then transferred these land trusts to Chicago Title. My research reflects that Northstar was acquired by GreatBanc Trust Company in 2014.

Try reaching out to GreatBanc Trust Company: <https://www.greatbancstrust.com/>

Sorry that I can't be of more assistance.

**Greg Olson**

Vice President | Global Corporate Trust and Custody  
 O: 651-466-5351 | [greg.olson@usbank.com](mailto:greg.olson@usbank.com)

**U.S. Bank**

West Side Flats St Paul  
 60 Livingston Ave Ste 100, Saint Paul, MN 55107 | EP-DM-SFRE | [usbank.com](http://usbank.com)

From: Escobedo, Jeanne M <jeanne.escobedo@usbank.com>  
 Sent: Wednesday, January 10, 2024 2:29 PM  
 To: Olson, Greg <greg.olson@usbank.com>  
 Subject: RE: land trust

I don't think I got back to you on this one. I reviewed and can't find anything on this (even in our listing of former accounts). Land trusts are only active for about 8-10 years before they need to be renewed. So, it is unclear as to whether this property is still in a land trust. We sold the land trust business back in 2010. Therefore, I can't be sure we acquired this one from Oak Park. I even checked with my contact at Chicago Title, and they found nothing as well. Sorry

Jeanne

**Jeanne Escobedo**, Assistant Vice President | Paralegal Manager  
 Office phone: 651-466-8059 | [jeanne.escobedo@usbank.com](mailto:jeanne.escobedo@usbank.com)  
 Remote: Monday & Tuesday  
 Office: Wednesday through Friday -- 8 to 4 p.m.

**U.S. Bank**

**U.S. Bank Center - St. Paul**  
 Trust Law Division  
 1200 Energy Park Drive St. Paul, MN 55108 | EP-MN-S8LT – Trust Legal  
[www.usbank.com](http://www.usbank.com)

From: Olson, Greg <greg.olson@usbank.com>  
 Sent: Monday, January 8, 2024 2:34 PM  
 To: Trust Legal Research Requests Shared <[trustlegal.researchrequests@usbank.com](mailto:trustlegal.researchrequests@usbank.com)>  
 Cc: Escobedo, Jeanne M <[jeanne.escobedo@usbank.com](mailto:jeanne.escobedo@usbank.com)>  
 Subject: FW: land trust

Hi Jeanne,

Please take a look at Chicago Title's respond to the City of Wheaton regarding a land trust. Any recommendations on how to respond to the City now that Chicago Title land Trust has pointed them back to us?

**Greg Olson**

Vice President | Global Corporate Trust and Custody

O: 651-466-5351 | [greg.olson@usbank.com](mailto:greg.olson@usbank.com)

**U.S. Bank**

West Side Flats St Paul

60 Livingston Ave Ste 100, Saint Paul, MN 55107 | EP-DM-SFRE | [usbank.com](http://usbank.com)

From: Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>

Sent: Monday, January 8, 2024 2:02 PM

To: Olson, Greg <[greg.olson@usbank.com](mailto:greg.olson@usbank.com)>

Subject: [EXTERNAL] Fw: land trust

[WARNING] Use caution when opening attachments or links from unknown senders.

Hi Greg,

I'm back. Please see emails from Chicago Title Land Trust Company below regarding the property I was inquiring about previously. They told me to circle back with you. Can you provide any further assistance?

Dawn

**Dawn C. Didier**

City Attorney

City of Wheaton

[www.wheaton.il.us](http://www.wheaton.il.us)

630-260-2013

From: Beyer, Kelli <[Kelli.Beyer@CTT.com](mailto:Kelli.Beyer@CTT.com)>

Sent: Monday, January 8, 2024 12:55 PM

To: Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>

Subject: RE: land trust

You don't often get email from [kelli.beyer@ctt.com](mailto:kelli.beyer@ctt.com). [Learn why this is important](#)

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Dawn,

If we did not receive the trust file, then US Bank would be the one to handle this as they are the successor institution to the institution that was trustee. As stated previously, we only take on open trust accounts when we acquire a portfolio. Without a trust file, we have no idea who the owner was or who would be able to direct us to even issue a deed. I recommend reaching back out to US Bank and let them know that this trust was not one Chicago Title acquired.

Sincerely,

**Kelli A. Wyzykowski**

Trust Counsel

Chicago Title Land Trust Company | 10 S. LaSalle St., Ste. 2750 . Chicago, IL 60603

Tel: 312.223.4134 | Fax: 312.223.4139

Toll free number: 888.878.7856

[kelli.beyer@ctt.com](mailto:kelli.beyer@ctt.com) | [www.ctlandtrust.com](http://www.ctlandtrust.com)

Visit us on Facebook [CTLTC](#)

**Three KEY BENEFITS of Land Trusts: Internet Privacy / Estate Planning / Liability Protection**

For the best possible service, we recommend initial inquiries by telephone or email. Our general inbox can be reached at [\[landtrust@ctt.com%20\]landtrust@ctt.com](mailto:[landtrust@ctt.com%20]landtrust@ctt.com) where your inquiry will be directed to a staff member.

If an in-person meeting is necessary, please contact us in advance to make an appointment. Unscheduled visits to our offices will increase your wait time.

You can schedule an appointment by calling or e-mailing a Trust Officer directly. Contact information is on our website: [www.ctlandtrust.com/Contact-Us](http://www.ctlandtrust.com/Contact-Us)

Our office hours are Monday-Friday, 8:30 a.m. – 4:30 p.m.

From: Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>

Sent: Monday, January 8, 2024 12:40 PM

To: CTLTC <[ctltc@ctt.com](mailto:ctltc@ctt.com)>

Cc: Beyer, Kelli <[Kelli.Beyer@CTT.com](mailto:Kelli.Beyer@CTT.com)>

Subject: Re: land trust

You don't often get email from [ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us). [Learn why this is important](#)

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Thank you!

**Dawn C. Didier**

City Attorney  
City of Wheaton  
[www.wheaton.il.us](http://www.wheaton.il.us)  
630-260-2013

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**From:** CTLTC <[ctltc@ctt.com](mailto:ctltc@ctt.com)>  
**Sent:** Monday, January 8, 2024 12:38 PM  
**To:** Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>  
**Cc:** Beyer, Kelli <[Kelli.Beyer@CTT.com](mailto:Kelli.Beyer@CTT.com)>  
**Subject:** RE: land trust

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Hi Dawn,

Our counsel Kelli Beyer is being looped in on this message. She might be able provide more insight on what the next steps may look like if the title is still in trust and we don't have a file.

Thanks!

**From:** Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>  
**Sent:** Monday, January 8, 2024 12:28 PM  
**To:** CTLTC <[ctltc@ctt.com](mailto:ctltc@ctt.com)>  
**Subject:** Re: land trust

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Oh, I'm so sad. Do you have any suggestions on what steps I can take from here to find out what happened to this trust? Like I said in the original email, the DuPage County, IL Recorder of Deeds shows that title is still in that land trust. I'm at a loss.

**Dawn C. Didier**

City Attorney  
City of Wheaton  
[www.wheaton.il.us](http://www.wheaton.il.us)  
630-260-2013

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**From:** CTLTC <[ctltc@ctt.com](mailto:ctltc@ctt.com)>  
**Sent:** Monday, January 8, 2024 12:23 PM  
**To:** Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>  
**Subject:** RE: land trust

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Hi Dawn,

We are the successor trustee to Oak Park National Bank/First Bank of Oak Park/Park National Bank portfolio if the account was open at the time of successorship. We typically do not acquire closed accounts. Again, we could not find anything with the trust number/date provided.

**From:** Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>  
**Sent:** Monday, January 8, 2024 12:14 PM  
**To:** CTLTC <[ctltc@ctt.com](mailto:ctltc@ctt.com)>  
**Subject:** Re: land trust

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hmmm, what about the email from US Bank? I was so hopeful that I was finally going to find the current owner.

**Dawn C. Didier**

City Attorney  
City of Wheaton  
[www.wheaton.il.us](http://www.wheaton.il.us)  
630-260-2013

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**From:** CTLTC <[ctltc@ctt.com](mailto:ctltc@ctt.com)>  
**Sent:** Monday, January 8, 2024 12:11 PM  
**To:** Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>  
**Subject:** RE: land trust

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Hi Dawn,

After checking our system, **we do not have a trust # 8460 dated July 19, 1968. Additionally, nothing could be found with the provided pin #.** Should you need to guarantee title, you may want to contact a title company for title services. If you have any more information about this property, we will be happy to look into it further!

Thanks!

**From:** Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>

**Sent:** Monday, January 8, 2024 11:55 AM

**To:** CTLTC <[ctltc@ctt.com](mailto:ctltc@ctt.com)>

**Subject:** Fw: land trust

You don't often get email from [ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us). [Learn why this is important](#)

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Good morning,

Please see email chain below. The City of Wheaton is looking to purchase a piece of property in Wheaton, which is apparently titled in Chicago Title Land Trust Company now. Any help and information you can provide would be greatly appreciated. Thank you for anticipated cooperation in this matter.

Dawn

**Dawn C. Didier**

City Attorney

City of Wheaton

[www.wheaton.il.us](http://www.wheaton.il.us)

630-260-2013

**From:** Olson, Greg <[greg.olson@usbank.com](mailto:greg.olson@usbank.com)> on behalf of SF Mortgage Research Group Shared <[sfmortgageresearch@usbank.com](mailto:sfmortgageresearch@usbank.com)>

**Sent:** Friday, January 5, 2024 2:31 PM

**To:** Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>

**Subject:** RE: land trust

You don't often get email from [sfmortgageresearch@usbank.com](mailto:sfmortgageresearch@usbank.com). [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Dawn,

I apologize for all of the hoops that you have had to jump through to reach our department. U.S. Bank became successor trustee for these "land trusts" for a short period of time, and a company named Chicago Title land Trust Company succeeded U.S. Bank as trustee.

Our contact at Chicago Title for land trust properties is: [ctltc@ctt.com](mailto:ctltc@ctt.com)

Regards,

**Greg Olson**

Vice President | Global Corporate Trust and Custody

O: 651-466-5351 | [greg.olson@usbank.com](mailto:greg.olson@usbank.com)

U.S. Bank

West Side Flats St Paul

60 Livingston Ave Ste 100, Saint Paul, MN 55107 | EP-DM-SFRE | [usbank.com](http://usbank.com)

**From:** Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>

**Sent:** Friday, January 5, 2024 11:32 AM

**To:** SF Mortgage Research Group Shared <[sfmortgageresearch@usbank.com](mailto:sfmortgageresearch@usbank.com)>

**Subject:** [EXTERNAL] land trust

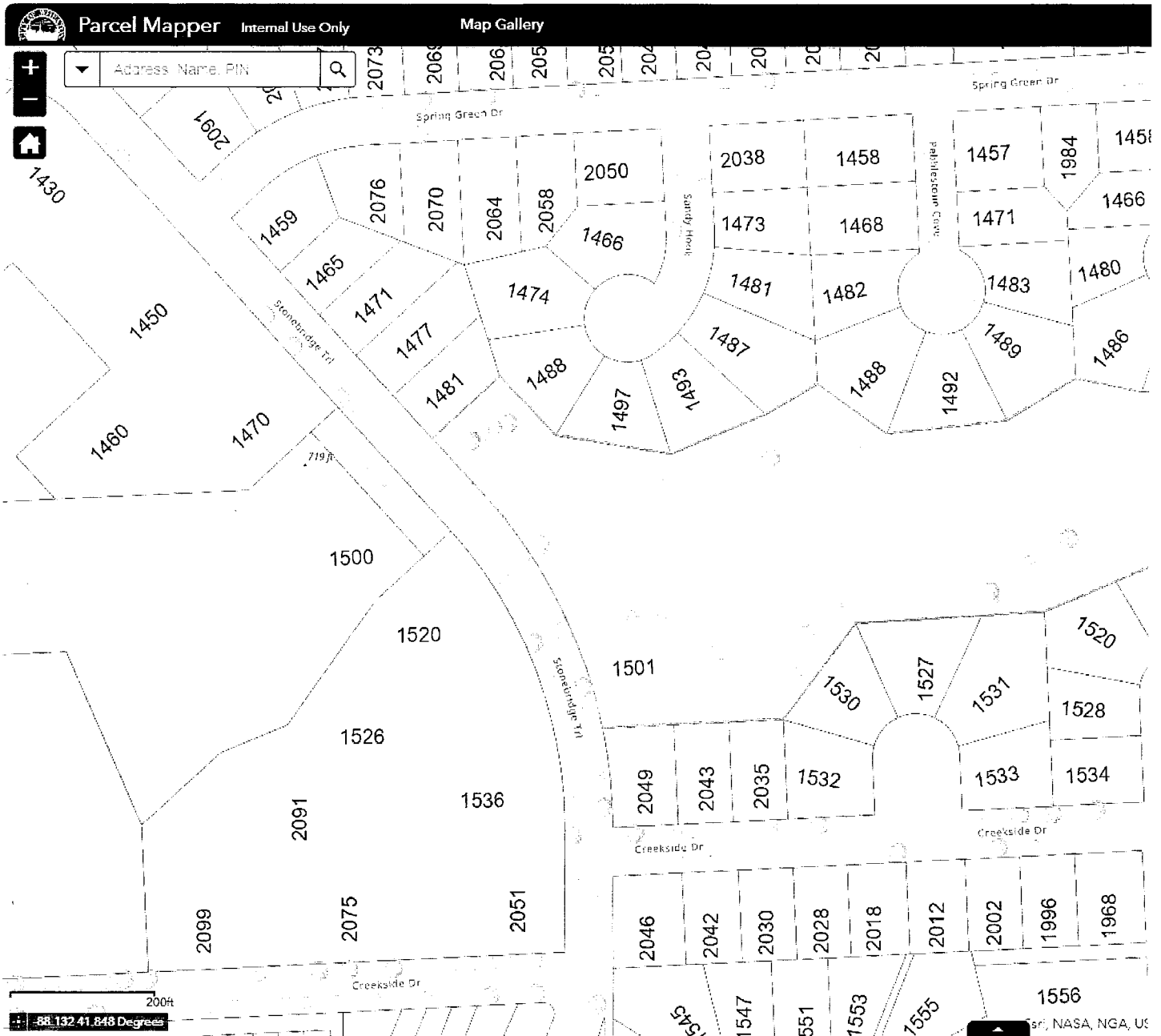
[WARNING] Use caution when opening attachments or links from unknown senders.

Hello,

I am the attorney for the City of Wheaton, Illinois. There is a piece of property located in Wheaton, IL (PIN 05-19-409-043; there is no common address) that has a lake on it (outlined in blue below) that the City of Wheaton is trying to purchase. The DuPage County Recorder of Deeds shows that the property is title in Oak Park National Bank, as Trustee under the provisions of a trust agreement dated the 19<sup>th</sup> day of July, 1968, known as Trust Number 8460 (attached are copies of deeds). The successor to Oak Park National Bank was First Bank of Oak Park. Then I believe the successor after that was Park National Bank. Then US Bank acquired that bank in 2009. Hence, the reason I am reaching out to US Bank now. (I did call the US Bank branch at the same location as the original bank - 11 W. Madison St., Oak Park, IL, who transferred me to a general US Bank

number, who transferred me to the "Trust Department" as he called it, and that person gave me this email address). There is no mortgage on the property.

I'm trying to figure out if land trusts get transferred by a defunct bank to the successor bank or banks. Does US Bank have this trust/is the legal owner of this property? I have contacted the FDIC also, which led me to US Bank. The City wants to purchase the property so we need to determine who the legal owner is now. Thank you for any assistance you can provide me. If you are unable to, can you let me know that too? Or please let me know if you need additional information.



Dawn C. Didier

City Attorney

City of Wheaton

[www.wheaton.il.us](http://www.wheaton.il.us)

630-260-2013

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U.S. BANCORP made the following annotations

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**First American**

Commitment for Title Insurance  
Illinois - 2021 v. 01.00 (07-01-2021)

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company  
Issuing Office: 27775 Diehl Road, Warrenville, IL 60555  
Title E-mail: fcl.searchpackage.il@firstam.com  
Escrow E-mail: figures.il@firstam.com  
Commitment Number: 3177681  
Issuing Office File Number: 3177681  
Property Address: Vacant Land, Creekside Drive, Wheaton, IL 60189  
Revision Number:

**SCHEDULE A**

1. Commitment Date: April 10, 2024 at 8:00 a.m.
2. Policy to be issued:
  - a. 2021 ALTA Policy - form(s) To Be Determined  
Proposed Insured: the City of Wheaton  
Proposed Amount of Insurance: \$1,000.00  
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460
5. The Land is described as follows:  
  
See Exhibit A attached hereto and made a part hereof

**First American Title Insurance Company**

By:

Christian Poulsen

Authorized Signatory

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Form 50128017 (6-7-22)

Page 1 of 11



**SCHEDULE B, PART I—Requirements**

Commitment No.: 3177681

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Form 50128017 (6-7-22)

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**SCHEDULE B, PART II—Exceptions**

Commitment No.: 3177681

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

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 III. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
7. General taxes and assessments for the year 2023, 2024 and subsequent years which are not yet due and payable.

Tax identification no.: 05-19-409-043

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Form 50128017 (6-7-22)

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**Note for informational purposes 2022 taxes:**

1st Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date June 01, 2023)  
2nd Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date September 01, 2023 )

**Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.**

8. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
9. Easements for sewer, as shown on the plat of subdivision recorded as document R69-47226.  
(Affects -- see recorded plat for particulars)
10. Terms and conditions of the easement provisions noted on the plat of subdivision.
11. Grant of Easement to Wheaton Sanitary District, DuPage County, Illinois for main outfall sanitary sewer recorded as document no. 602101, and the terms and conditions contained therein.  
  
(Affects -- see recorded document for particulars)

Notice of Easement Rights made by The Wheaton Sanitary District, recorded August 04, 1993 as document R93-171842.

12. Grant of Easement to Wheaton Sanitary District for sanitary sewer recorded as document no. R63-40609, and as disclosed on the plat of subdivision, and the terms and conditions contained therein.  
  
(Affects -- see recorded document for particulars)
13. Grant of Easement to the City of Wheaton for storm sewer recorded as document no. R68-9545, and the terms and conditions contained therein.  
  
(Affects -- see recorded document for particulars)
14. Grant of Easement to Commonwealth Edison Company for underground cable right recorded as document no. R71-42140, and the terms and conditions contained therein.  
  
(Affects -- see recorded document for particulars)

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15. The premises in question may be located within the Wheaton Sanitary District which is accepting federal grants for pollution control pursuant to Public Law 92-500. The District must charge a user charge separate from Ad Valorem Taxes, which charges may be a continuing lien on the property. Attention is directed to Ordinance recorded as document R77-108387.
16. Terms, conditions and provisions of Ordinance No. 600 entitled An Ordinance Requiring Payment of User Charges and Connection Permit Fees Upon Transfer of Property recorded January 05, 2016 as document R2016-000852.
17. Rights of the interested parties to the free and unobstructed flow of the waters of the Spring Brook which may flow on or through the land.
18. Loss or damage which the insured may sustain by reason of the fact that all municipal charges relating to the land are not paid to the date of Policy. Such loss or damage includes but is not limited to the inability to obtain water and/or sewer service and municipal revenue stamps.
19. In order that the title to the land may be insured following completion of the contemplated proceedings to condemn the land the following is noted:
  - A. Upon institution of the contemplated proceedings, a notice of condemnation in proper form should be placed of record.
  - B. The following persons are necessary parties to any such proceedings:
    - i. **the City of Wheaton, as Party Plaintiff**
    - ii. **The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460, as record owner of the land sought to be condemned.**
    - iii. Illinois Bell Telegraph Company, by reason of exception no. 10.
    - iv. **the Wheaton Sanitary District, by reason of exception nos. 11, 12, 15 and 16.**
    - v. **the City of Wheaton, by reason of exception no. 13.**
    - vi. **Commonwealth Edison Company, by reason of exception no. 14.**

Note: In the event any of the parties listed herein are deceased, their heirs or devisees should be made parties by name if known; and if unknown, then by the name and description of "unknown heirs and devisees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of the said necessary parties be living or dead, then such parties should be made parties

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by name, and such persons as would be their heirs or devisees should also be made parties to the proceedings as "unknown owners".

Note: Any persons whose name(s) are unknown and unascertainable, should be made parties under the description of "unknown owners", unless the contrary is herein indicated.

C. In addition to the foregoing, the following would be necessary parties to the proceeding:

1. All persons acquiring rights in the land subsequent to the date of this commitment and prior to the recording of a proper notice of condemnation.
2. All persons, other than those named herein, known to plaintiff or plaintiff's attorney to have or claim an interest in the land.
3. All persons who are in possession of said land.
4. Unknown owners, generally.
5. Non-record claimants.

Limitation of Liability for Informational Report

**IMPORTANT - READ CAREFULLY:** THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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**EXHIBIT A**

The Land referred to herein below is situated in the County of DuPage, State of Illinois, and is described as follows:

Lot 110 in THE STREAMS UNIT ONE, being a subdivision of part of the East half of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 29, 1969 as document R69-47226, in DuPage County, Illinois.

Note: For informational purposes only, the land is known as :

Vacant Land, Creekside Drive  
Wheaton, IL 60189

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**First American**

Commitment for Title Insurance  
Illinois - 2021 v. 01.00 (07-01-2021)

**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

**2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

**3.** The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and

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g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**First American Title™**

Commitment for Title Insurance  
Illinois - 2021 v. 01.00 (07-01-2021)

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company  
Issuing Office: 27775 Diehl Road, Warrenville, IL 60555  
Title E-mail: fcl.searchpackage.il@firstam.com  
Escrow E-mail: figures.il@firstam.com  
Commitment Number: 3177681  
Issuing Office File Number: 3177681  
Property Address: Vacant Land, Creekside Drive, Wheaton, IL 60189  
Revision Number: Dec. 09, 2025

**SCHEDULE A**

1. Commitment Date: October 10, 2025 at 8:00 a.m.
2. Policy to be issued:
  - a. 2021 ALTA Policy - form(s) To Be Determined  
Proposed Insured: the City of Wheaton  
Proposed Amount of Insurance: \$1,000.00  
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460
5. The Land is described as follows:  
  
See Exhibit A attached hereto and made a part hereof

**First American Title Insurance Company**

By:

**Christian Poulsen**

**Authorized Signatory**

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Form 50128017 (6-7-22)

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**SCHEDULE B, PART I—Requirements**

Commitment No.: 3177681

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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**SCHEDULE B, PART II—Exceptions**

Commitment No.: 3177681

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**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
7. General taxes and assessments for the year , 2025 and subsequent years which are not yet due and payable.

Tax identification no.: 05-19-409-043

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**Note for informational purposes 2024 taxes:**

1st Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date June 01, 2025)  
2nd Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date September 01, 2025 )

**Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.**

8. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
9. Easements for sewer, as shown on the plat of subdivision recorded as document R69-47226.  
(Affects -- see recorded plat for particulars)
10. Terms and conditions of the easement provisions noted on the plat of subdivision.
11. Grant of Easement to Wheaton Sanitary District, DuPage County, Illinois for main outfall sanitary sewer recorded as document no. 602101, and the terms and conditions contained therein.  
  
(Affects -- see recorded document for particulars)

Notice of Easement Rights made by The Wheaton Sanitary District, recorded August 04, 1993 as document R93-171842.

12. Grant of Easement to Wheaton Sanitary District for sanitary sewer recorded as document no. R63-40609, and as disclosed on the plat of subdivision, and the terms and conditions contained therein.  
  
(Affects -- see recorded document for particulars)
13. Grant of Easement to the City of Wheaton for storm sewer recorded as document no. R68-9545, and the terms and conditions contained therein.  
  
(Affects -- see recorded document for particulars)
14. Grant of Easement to Commonwealth Edison Company for underground cable right recorded as document no. R71-42140, and the terms and conditions contained therein.  
  
(Affects -- see recorded document for particulars)

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15. The premises in question may be located within the Wheaton Sanitary District which is accepting federal grants for pollution control pursuant to Public Law 92-500. The District must charge a user charge separate from Ad Valorem Taxes, which charges may be a continuing lien on the property. Attention is directed to Ordinance recorded as document R77-108387.
16. Terms, conditions and provisions of Ordinance No. 600 entitled An Ordinance Requiring Payment of User Charges and Connection Permit Fees Upon Transfer of Property recorded January 05, 2016 as document R2016-000852.
17. Rights of the interested parties to the free and unobstructed flow of the waters of the Spring Brook which may flow on or through the land.
18. Loss or damage which the insured may sustain by reason of the fact that all municipal charges relating to the land are not paid to the date of Policy. Such loss or damage includes but is not limited to the inability to obtain water and/or sewer service and municipal revenue stamps.
19. In order that the title to the land may be insured following completion of the contemplated proceedings to condemn the land the following is noted:
  - A. Upon institution of the contemplated proceedings, a notice of condemnation in proper form should be placed of record.
  - B. The following persons are necessary parties to any such proceedings:
    - i. **the City of Wheaton, as Party Plaintiff**
    - ii. **The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460, as record owner of the land sought to be condemned.**
    - iii. Illinois Bell Telegraph Company, by reason of exception no. 10.
    - iv. **the Wheaton Sanitary District, by reason of exception nos. 11, 12, 15 and 16.**
    - v. **the City of Wheaton, by reason of exception no. 13.**
    - vi. **Commonwealth Edison Company, by reason of exception no. 14.**

Note: In the event any of the parties listed herein are deceased, their heirs or devisees should be made parties by name if known; and if unknown, then by the name and description of "unknown heirs and devisees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of the said necessary parties be living or dead, then such parties should be made parties

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by name, and such persons as would be their heirs or devisees should also be made parties to the proceedings as "unknown owners".

Note: Any persons whose name(s) are unknown and unascertainable, should be made parties under the description of "unknown owners", unless the contrary is herein indicated.

C. In addition to the foregoing, the following would be necessary parties to the proceeding:

1. All persons acquiring rights in the land subsequent to the date of this commitment and prior to the recording of a proper notice of condemnation.
2. All persons, other than those named herein, known to plaintiff or plaintiff's attorney to have or claim an interest in the land.
3. All persons who are in possession of said land.
4. Unknown owners, generally.
5. Non-record claimants.

Limitation of Liability for Informational Report

**IMPORTANT - READ CAREFULLY:** THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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**EXHIBIT A**

The Land referred to herein below is situated in the County of DuPage, State of Illinois, and is described as follows:

Lot 110 in THE STREAMS UNIT ONE, being a subdivision of part of the East half of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 29, 1969 as document R69-47226, in DuPage County, Illinois.

Note: For informational purposes only, the land is known as :

Vacant Land, Creekside Drive  
Wheaton, IL 60189

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**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

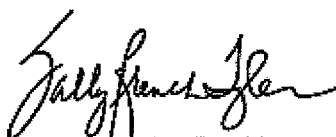
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

  
Sally F. Tyler, President

  
Lisa W. Cornehl, Secretary

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## **COMMITMENT CONDITIONS**

### **1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

**2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

**3.** The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and

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g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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