

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
(.263 ACRES, P.I.N. 05-19-400-012)**

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 13 IN THE STREAMS UNIT TWO, 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 JUNE 1, 1971 AS DOCUMENT R71-23273, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-19-400-012 (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 Alpine Century Co., which acquired the Subject Property through a tax deed dated August 24, 1987, a copy of said minutes of condemnation being attached hereto and incorporated herein as Exhibit B, and a copy of the tax deed attached hereto and incorporated herein as Exhibit C; 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 D).

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 owner as neither the record title owner was able to be located, even after a diligent search (as described in Exhibit D 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

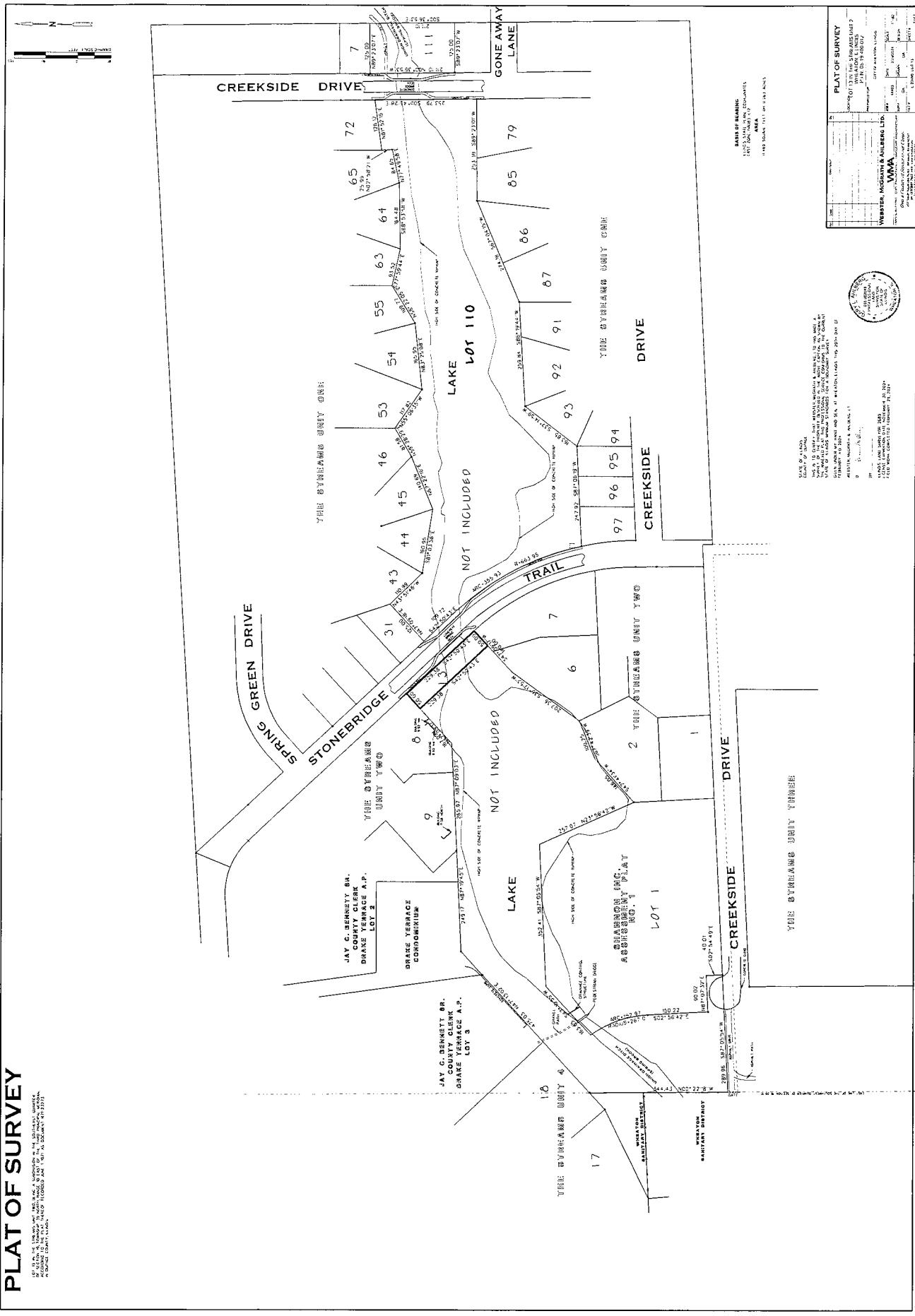
Roll Call Vote

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: 3177682
Issuing Office File Number: 3177682
Property Address: Vacant Land, Stonebridge Trail, Wheaton, IL 60187
Revision Number:

SCHEDULE A

1. Commitment Date: April 12, 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:
Alpine Century Co.
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.: 3177682

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.: 3177682

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.: 05-19-400-012

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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. The rights of tenants in possession under leases pursuant to the provisions of the Federal and State statutes regarding the rights of tenants.
10. Terms and conditions of the easement provisions noted on the plat of subdivision.
11. Covenants, conditions and restrictions contained in the plat of subdivision recorded June 1, 1971 as document no. R71-23273 relating to among other things:building restrictions.
12. Grant of Easement to Wheaton Sanitary District for sanitary sewer recorded as document no. R63-40609, 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. 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.
15. 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.
16. 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.

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17. 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 foreclosure 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. **Alpine Century Co., as record owner of the land being sought to be condemned**
 - iii. **Illinois Bell Telephon Company, by reason of exception no. 10.**
 - iv. **Commonwealth Edison Company, by reason of exception no. 10.**
 - v. **Northern Illinois Gas Company, by reason of exception no. 10.**
 - vi. **Wheaton Sanitary District, by reason of exception nos. 12, 14 and 15.**
 - vii. **the City of Wheaton, by reason of exception no. 13.**
 - viii. **the rights of tenants, by reason of exception no. 9.**

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 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.

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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 13 in THE STREAMS UNIT 2 in the Southeast quarter of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded June 1, 1971 as document R71-23273, in DuPage County, Illinois.

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

Vacant Land, Stonebridge Trail
Wheaton, IL 60187

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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.

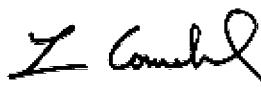
COMMITMENT TO ISSUE POLICY

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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Chapter 1200
PARAGRAPH 749 & 752
ILLINOIS REVISED STATUTES

RECORDER
DU PAGE COUNTY

D. L. Denney

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 18th JUDICIAL CIRCUIT
DU PAGE COUNTY

84 TXD 1 Sub 44 **TAX DEED — # 7550**

WHEREAS, At a public sale of Real Estate for the non-payment of taxes, made in the County aforesaid, on December 11 1984, the following described

Real Estate was sold, to wit:

Lot 13 in the Streams Unit 2 in Southeast 1/4 of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian according to plat thereof recorded 6/1/71 as Document No. R71-23273.

PIN: 05-19-400-012

PROVIDED, that unless the holder of this certificate SHALL TAKE OUT SAID DEED, as entitled by law, and FILE THE SAME FOR RECORD WITHIN ONE YEAR from and after the time for redemption expires, the said certificate or deed, and the sale upon which it is based, shall, from and after the expiration of such one year, be absolutely null and void with no right to reimbursement.

AND WHEREAS, the same not having been redeemed from said sale, and it appearing that the holder _____ of the Certificate of Purchase of said Real Estate has complied with the laws of the State of Illinois necessary to entitle them (him, her, or them) to a Deed of said Real Estate.

NOW, THEREFORE, Know Ye, that I, **GARY A. KING**, County Clerk of said County of Du Page in consideration of the premises and by virtue of the statutes of the State of Illinois in such cases, provided, do hereby grant and convey unto ALPINE CENTURY CO.

1090 W. Irving Park Road, Bensenville, IL 60106

Their _____ heirs and assigns forever, the said Real Estate hereinbefore described.



GIVEN under my hand and seal on

August 24, 1987

GARY A. KING
GARY A. KING, County Clerk

PREPARED BY:
421 N. County Farm Road.
Wheaton, IL 60187

Mail to: *Peter A. Lourtos*

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. 05-19-400-012 ("Subject Property"), legally described as follows:

LOT 13 IN THE STREAMS UNIT TWO, 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 JUNE 1, 1971 AS DOCUMENT R71-23273, 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 showed that the Subject Property is titled to Alpine Century Co.
- b. In April 2023, I undertook the following actions:
 - i. I conducted a search of records of the DuPage County Recorder of Deeds and the Supervisor of Assessments. The Recorder of Deeds' records included a Tax Deed issued to Alpine Century Co., 1090 W. Irving Park Road, Bensenville, IL 60106, dated August 24, 1987. The Assessor's records showed that the tax bill for the tax year 2022 was sent to Alpine Century Co, c/o Diversified Properties, 1098 W. Irving Park Rd., Bensenville, IL 60106 (a copy of the tax bill attached hereto and incorporated herein as Exhibit 1).
 - ii. I checked the Secretary of State's business directory. Alpine Century Co. was not listed in those records. Based on the tax bill, I also searched for Diversified Properties (no records), Diversified Properties, Ltd. (Agent information – Jeff B. Olsen, 1250 N. Rand Rd., Wauconda, IL 60084), and Diversified Properties, Inc. (Agent Information – Marc E. Fuchs, 110 S. Cleveland St., Farmersville, IL 62533 – dissolved on 11-2-87) (see SOS printouts attached hereto and incorporated herein as Exhibit 2).

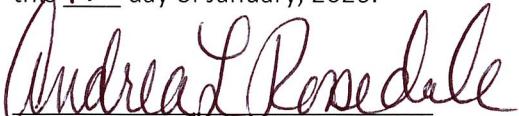
- iii. I then searched the address of 1098 W. Irving Park Road, Bensenville on Google maps and the storefront for that address had a different business name and phone number. I called the phone number and spoke with the owner of that business (R&M Management), and he stated that he had no idea who Alpine Century Co. or Diversified Properties were, and had no information about the Subject Property.
- iv. I googled Marc E. Fuchs (registered agent for Diversified Properties, Inc.). The search revealed that he was an attorney and that he was deceased.
- c. In April 2024, I ordered Minutes of Condemnation from First American Title Company, which showed the record title owner of the Subject Property as Alpine Century Co. (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 again showed the record title owner of the Subject Property as being Alpine Century Co. (See updated Minutes of Condemnation attached hereto and incorporated herein as Exhibit 4.)
- d. On September 5, 2025, I checked the records for DuPage County Recorder of Deeds and Supervisor of Assessments again. There have been no documents recorded against the Subject Property showing a change of ownership since the Tax Deed from 1987. Likewise, the Assessor's Office shows the owner as Alpine Century Co.

FURTHER AFFIANT SAYETH NOT.

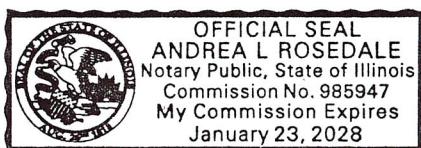


Dawn C. Didier
City Attorney

Subscribed and sworn to before me
this 13th day of January, 2026.



Notary Public



**EXHIBIT 1
2022 Tax**

MAKE CHECK PAYABLE TO: DU PAGE COLLECTOR - SEND THIS COUPON WITH YOUR 1ST INSTALLMENT PAYMENT OF 2022 Tax
 MAIL PAYMENT TO: P.O. BOX 4203, CAROL STREAM, IL 60197-4203
 PAY ON-LINE AT: www.dupagecounty.gov/treasurer
 SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



05-19-400-012

ALPINE CENTURY CO
C/O DIVERSIFIED PRPERTIES
1098 W IRVING PARK RD
BENSENVILLE IL 60106

1

ON OR BEFORE:	PAY:	U.S. POSTMARK IS USED TO DETERMINE LATE PENALTY.
JUN 01, 2023	0.00	
PAYING LATE?	PAY THIS AMOUNT:	PAYMENT OF THIS 2022 TAX BILL AFTER OCTOBER 31, 2023, REQUIRES A CASHIER'S CHECK, CASH OR MONEY ORDER.
JUN 2 THRU 30	0.00	
JUL 1 THRU 31	0.00	
AUG 1 THRU 31	0.00	
SEP 1 THRU 30	0.00	
OCT 1 THRU 31	0.00	
NOV 1 THRU 16	0.00	

CHECK BOX AND COMPLETE CHANGE OF ADDRESS ON BACK.

NO PAYMENT WILL BE ACCEPTED AFTER NOV 15, 2023

1051940001205172000000000001

MAKE CHECK PAYABLE TO: DU PAGE COLLECTOR - SEND THIS COUPON WITH YOUR 2ND INSTALLMENT PAYMENT OF 2022 Tax

MAIL PAYMENT TO: P.O. BOX 4203, CAROL STREAM, IL 60197-4203
 PAY ON-LINE AT: www.dupagecounty.gov/treasurer
 SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



05-19-400-012

ALPINE CENTURY CO
C/O DIVERSIFIED PRPERTIES
1098 W IRVING PARK RD
BENSENVILLE IL 60106

2

ON OR BEFORE:	PAY:	U.S. POSTMARK IS USED TO DETERMINE LATE PENALTY.
SEP 01, 2023	0.00	
PAYING LATE?	PAY THIS AMOUNT:	PAYMENT OF THIS 2022 TAX BILL AFTER OCTOBER 31, 2023, REQUIRES A CASHIER'S CHECK, CASH OR MONEY ORDER.
SEP 2 THRU 30	0.00	
OCT 1 THRU 31	0.00	

* NOV 1 THRU 16 0.00

CHECK BOX AND COMPLETE CHANGE OF ADDRESS ON BACK.

NO PAYMENT WILL BE ACCEPTED AFTER NOV 15, 2023

2051940001205172000000000002

Rate 2021	Tax 2021	Taxing District	Rate 2022	Tax 2022
** COUNTY **				
NO LEVY	0.00	COUNTY OF DU PAGE	0.0828	0.00
NO LEVY	0.00	PENSION FUND	0.0189	0.00
NO LEVY	0.00	HEALTH DEPARTMENT	0.0300	0.00
NO LEVY	0.00	PENSION FUND	0.0111	0.00
NO LEVY	0.00	FOREST PRESERVE DIST	0.1055	0.00
NO LEVY	0.00	PENSION FUND	0.0075	0.00
NO LEVY	0.00	DU PAGE AIRPORT AUTH	0.0139	0.00
** LOCAL **				
NO LEVY	0.00	DU PAGE WATER COMM	NO LEVY	0.00
NO LEVY	0.00	MILTON TOWNSHIP	0.0606	0.00
NO LEVY	0.00	MILTON TWP ROAD	0.0742	0.00
NO LEVY	0.00	PENSION FUND	0.0002	0.00
NO LEVY	0.00	CITY OF WHEATON	0.8379	0.00
NO LEVY	0.00	WHEATON SPEC SERV 3	0.0204	0.00
NO LEVY	0.00	WHEATON PARK DIST	0.5417	0.00
NO LEVY	0.00	PENSION FUND	0.0288	0.00
NO LEVY	0.00	WHEATON SAN DIST	NO LEVY	0.00
NO LEVY	0.00	WHEATON MOSQ DIST	0.0148	0.00
** EDUCATION **				
NO LEVY	0.00	UNIT SCHOOL DIST 200	4.7890	0.00
NO LEVY	0.00	PENSION FUND	0.1139	0.00
NO LEVY	0.00	COLLEGE DU PAGE 502	0.1946	0.00
** TIF **				

Mailed to:	
ALPINE CENTURY CO	
C/O DIVERSIFIED	
PRPERTIES	
1098 W IRVING PARK RD	
BENSENVILLE IL 60106	
Property Location:	
STONEBRIDGE TR	
WHEATON IL 60189	
Township Assessor:	
MILTON	
630-653-5220	
Tax Code:	
5172	
Property Index Number:	
05-19-400-012	

CHANGE OF NAME/ADDRESS:
CALL: 630-407-5900

* S OF A FACTOR 1.0000

1st INST PAID

2nd INST PAID



2022 DuPage County Real Estate Tax Bill
 Gwen Henry, CPA, County Collector
 421 N. County Farm Road
 Wheaton, IL 60187

Office Hours - 8:00 am - 4:30 pm, Mon - Fri
 Telephone = (630) 407-5900

0.0000 0.00 TOTALS 6.9458 0.00

2021 1 Assessed Value 2022 1



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name	DIVERSIFIED PROPERTIES, LTD.		
File Number	60523355	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06-02-1999	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	06-08-2023	Annual Report Year	2023
Agent Information	JEFF B OLSEN 1250 N RAND RD WAUCONDA ,IL 60084	Agent Change Date	04-23-2019

[Services and More Information](#)



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	DIVERSIFIED PROPERTIES, INC.		
File Number	53126286	Status	DISSOLVED on 11-02-1987
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06-23-1983	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	00-00-0000	Annual Report Year	1987
Agent Information	MARC E FUCHS 110 S CLEVELAND ST FARMERSVILLE, IL 62533	Agent Change Date	06-23-1983

[Services and More Information](#)



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: 3177682
Issuing Office File Number: 3177682
Property Address: Vacant Land, Stonebridge Trail, Wheaton, IL 60187
Revision Number:

SCHEDULE A

1. Commitment Date: April 12, 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:
Alpine Century Co.
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.: 3177682

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.: 3177682

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.: 05-19-400-012

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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. The rights of tenants in possession under leases pursuant to the provisions of the Federal and State statutes regarding the rights of tenants.
10. Terms and conditions of the easement provisions noted on the plat of subdivision.
11. Covenants, conditions and restrictions contained in the plat of subdivision recorded June 1, 1971 as document no. R71-23273 relating to among other things: building restrictions.
12. Grant of Easement to Wheaton Sanitary District for sanitary sewer recorded as document no. R63-40609, 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. 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.
15. 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.
16. 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.

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17. 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 foreclosure 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. **Alpine Century Co., as record owner of the land being sought to be condemned**
 - iii. **Illinois Bell Telephon Company, by reason of exception no. 10.**
 - iv. **Commonwealth Edison Company, by reason of exception no. 10.**
 - v. **Northern Illinois Gas Company, by reason of exception no. 10.**
 - vi. **Wheaton Sanitary District, by reason of exception nos. 12, 14 and 15.**
 - vii. **the City of Wheaton, by reason of exception no. 13.**
 - viii. **the rights of tenants, by reason of exception no. 9.**

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 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.

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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 13 in THE STREAMS UNIT 2 in the Southeast quarter of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded June 1, 1971 as document R71-23273, in DuPage County, Illinois.

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

Vacant Land, Stonebridge Trail
Wheaton, IL 60187

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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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

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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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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**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: 3177682
 Issuing Office File Number: 3177682
 Property Address: Vacant Land, Stonebridge Trail, Wheaton, IL 60187
 Revision Number: Dec. 09, 2025

SCHEDULE A

1. Commitment Date: October 09, 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:
 Alpine Century Co.
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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SCHEDULE B, PART I—Requirements

Commitment No.: 3177682

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.: 3177682

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 , 2025 and subsequent years which are not yet due and payable.

Tax identification no.: 05-19-400-012

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Form 50128017 (6-7-22)

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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. The rights of tenants in possession under leases pursuant to the provisions of the Federal and State statutes regarding the rights of tenants.
10. Terms and conditions of the easement provisions noted on the plat of subdivision.
11. Covenants, conditions and restrictions contained in the plat of subdivision recorded June 1, 1971 as document no. R71-23273 relating to among other things:building restrictions.
12. Grant of Easement to Wheaton Sanitary District for sanitary sewer recorded as document no. R63-40609, 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. 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.
15. 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.
16. 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.

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17. 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 foreclosure 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. **Alpine Century Co., as record owner of the land being sought to be condemned**
 - iii. **Illinois Bell Telephone Company, by reason of exception no. 10.**
 - iv. **Commonwealth Edison Company, by reason of exception no. 10.**
 - v. **Northern Illinois Gas Company, by reason of exception no. 10.**
 - vi. **Wheaton Sanitary District, by reason of exception nos. 12, 14 and 15.**
 - vii. **the City of Wheaton, by reason of exception no. 13.**
 - viii. **the rights of tenants, by reason of exception no. 9.**

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 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.

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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 13 in THE STREAMS UNIT 2 in the Southeast quarter of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded June 1, 1971 as document R71-23273, in DuPage County, Illinois.

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

Vacant Land, Stonebridge Trail
Wheaton, IL 60187

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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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

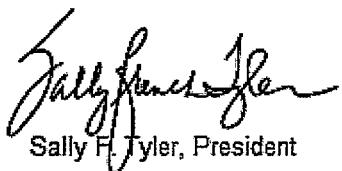
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

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



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.

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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- 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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