

986

ORDINANCE NO. F-0019

AN ORDINANCE AUTHORIZING THE SETTLEMENT AND ACQUISITION OF
PROPERTY COMMONLY KNOWN AS THE "DUPAGE ART LEAGUE"
PARCEL FOR MUNICIPAL PURPOSES BY THE CITY OF WHEATON, ILLINOIS
(219 WEST FRONT STREET)

WHEREAS, the City of Wheaton, Illinois (the "City"), on March 1, 1993 passed and approved Ordinance No. E-3888 entitled, "An Ordinance Proposing the Designation of a Redevelopment Project Area and Calling a Public Hearing in Connection Therewith;" and

WHEREAS, the City on October 18, 1993 passed and approved Ordinance No. E-3903 entitled, "An Ordinance of the City of Wheaton, DuPage County, Illinois, approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Downtown Wheaton Redevelopment Project Area;" and

WHEREAS, the City on October 18, 1993 passed and approved Ordinance No. E-3904 entitled, "An Ordinance of the City of Wheaton, DuPage County, Illinois, Designating the Downtown Wheaton Redevelopment Project Area a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act;" and

WHEREAS, the City on October 18, 1993 passed and approved Ordinance No. E-3905 entitled, "An Ordinance of the City of Wheaton, DuPage County, Illinois, Adopting Tax Increment Allocation Financing for the Downtown Wheaton Redevelopment Project Area;" and

WHEREAS, the City on March 21, 1994 passed and approved Ordinance No. E-3974 entitled, "An Ordinance Authorizing the Negotiation for the Acquisition of Certain Properties Collectively Known as 'Redevelopment Project Sites, Phase I and Phase II' for Municipal Purposes by the City of Wheaton, Illinois;" and

WHEREAS, the City has adopted Resolutions R-06-94 and R-07-94 authorizing the City Manager to negotiate redevelopment agreements with prospective developers of certain sites within the Downtown Wheaton Redevelopment Project (the "Project"); and

WHEREAS, the City acting through the City Manager and the City Staff has proceeded to take steps to carry out the directives of the various ordinances and resolutions related to the proposed redevelopment of the areas described in the various ordinances pertaining to the Project area; and

WHEREAS, the City has the authority pursuant to the statutes of the State of Illinois, specifically pursuant to 65 ILCS 5/11-74.4-4(c) (1992), to acquire real estate, by purchase, donation, lease or eminent domain, located within the Project area in order to achieve the objectives of the redevelopment plan and project; and

WHEREAS, the City on April 17, 1995 passed and approved Ordinance No. E-4084

entitled, "An Ordinance Authorizing the Acquisition Through Condemnation of Property Commonly Known as 'DuPage Art League' Parcel for Municipal Purposes by the City of Wheaton, Illinois," empowering the Mayor and City Council, acting through the City Manager and authorized agents and attorneys, to take the necessary steps to acquire title to the DuPage Art League parcel by eminent domain; and

WHEREAS, a Complaint for Condemnation was filed in the Eighteenth Judicial Circuit for the State of Illinois, DuPage County, under case number 95 ED 29 on August 4, 1995; said case is currently pending in the Eighteenth Judicial Circuit of DuPage County, Illinois; and

WHEREAS, the attorneys for the parties in said case number 95 ED 29 have engaged in extensive negotiations for the settlement of case number 95 ED 29 and the City Council has determined that it is fair and reasonable to resolve all differences of the parties and compromise and settle this case by payment of the sum of \$285,000.00 representing just compensation of the taking of the property legally described in Exhibit "A" attached hereto and made a part hereof; the terms of said settlement being encompassed within the Stipulation and Settlement Agreement attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, the City has found that it is necessary to acquire the parcel of real estate described to in Exhibit "A" attached hereto and incorporated herein.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Wheaton, Illinois, as follows:

SECTION 1: That the Mayor and City Council, acting through their authorized agent and attorney be, and they hereby are, empowered to take the necessary steps to acquire title to the real estate, described as set forth in Exhibit "A" attached hereto.

SECTION 2: That the attorney for the City of Wheaton is hereby authorized and directed to execute the Stipulation and Settlement Agreement attached hereto as Exhibit "B" and to present said Stipulation and Settlement Agreement to the court, and further to proceed in accordance with said Stipulation and Settlement Agreement to take all necessary steps needed to acquire title in the City of Wheaton to the Subject Property described in Exhibit "A."

SECTION 3: That upon written direction from the attorney for the City of Wheaton, the Treasurer/Finance Officer of the City of Wheaton is authorized to issue a check, draft or wire transfer the amount of \$285,000.00 to the Treasurer of DuPage County in satisfaction of the Stipulation and Settlement Agreement and the proposed Final Judgment Order to be entered in case number 95 ED 29, for payment to the owners of the property described in Exhibit "A."

SECTION 4: That the attorney, if directed, and staff of the City of Wheaton, take the necessary steps after acquiring the Subject Property to properly remove said real estate from the general real estate tax rolls.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED by the Mayor and City Council of the City of Wheaton,
Illinois this the day of March, 1996. 

ATTEST:

Mayor

Emily M. Connelage
City Clerk

D James Carr

Ayes:

Roll Call Vote:

Councilwoman Davenport

Councilman Eckhoff

Mayor Carr

Mayor of Salt
Councilman Gresk

Councilwoman Johnson

Councilwoman Johnson
Councilman Mork

Navy.

None

Absent:

Councilwoman Culler

Motion Carried Unanimously

Passed: March 18, 1996

Published: March 19, 1996

EXHIBIT "A"

PARCEL 1:

THE EAST 6 FEET OF LOT 8 IN BLOCK 8 IN TOWN OF WHEATON, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1853 AS DOCUMENT 7256, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTHWEST 1/4 OF LOT 2 IN BLOCK 8 (EXCEPT THE EAST 22 FEET AND ALSO EXCEPT THE NORTH 23.63 FEET THEREOF) IN TOWN OF WHEATON, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1853 AS DOCUMENT 7256, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-16-301-039

COMMONLY KNOWN AS: 219 WEST FRONT STREET, WHEATON, ILLINOIS 60187

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

IN THE CIRCUIT COURT FOR THE EIGHTEENTH JUDICIAL CIRCUIT
DU PAGE COUNTY, WHEATON, ILLINOIS

CITY OF WHEATON, an Illinois)
Home Rule Municipal)
Corporation,)
)
Plaintiff,)
)
v.) Case No. 95 ED 29
)
DU PAGE ART LEAGUE, an)
Illinois Not-For-Profit)
Corporation and UNKNOWN)
OWNERS,)
)
Defendants.)

STIPULATION AND SETTLEMENT AGREEMENT

WHEREAS, the CITY OF WHEATON, an Illinois Home Rule Municipal Corporation (hereinafter "Plaintiff"), represented by STEVE HELM & ASSOCIATES, as its attorneys, and DU PAGE ART LEAGUE, an Illinois Not-For-Profit Corporation (hereinafter "Defendant"), owner of a parcel of improved property containing approximately 8,464 square feet (hereinafter "Subject Property"), appearing by PATRICK K. BOND of MIRABELLA & KINCAID, P.C. (persons otherwise interested in the Subject Property having been named as UNKNOWN OWNERS and judgment by default having been entered against them), have agreed upon an amount of money constituting total and final just compensation for the taking of fee simple title in and to the Subject Property as set forth on Exhibit "A" attached hereto and for damage, if any, to the remaining property owned or controlled by Defendant; and

WHEREAS, Plaintiff and Defendant stipulate and agree to the following terms and conditions of settlement:

1. Plaintiff and Defendant shall jointly apply to the Circuit Court of DuPage County for entry of an Agreed Final

Judgment Order on Settlement consistent with this Stipulation and Settlement Agreement and hereby stipulate that the sum of Two Hundred Eighty Five Thousand Dollars (\$285,000.00) represents total and final just compensation for fee simple title in and to the Subject Property and for damage, if any, to the remaining property owned or controlled by Defendant.

2. Plaintiff shall pay on or before March 29, 1996, as long as the Final Judgment Order has been entered, the amount of Twenty Thousand Dollars (\$20,000.00), without interest, as partial just compensation for the taking of the Subject Property legally described in Exhibit "A" and for the damages, if any, to any remaining property owned or controlled by the Defendant. Payment shall be made to the Treasurer of DuPage County, Illinois. Defendant shall vacate and tender possession of the Subject Property on or before 11:59 p.m. on April 30, 1996.

3. Defendant may apply to the court for withdrawal of Twenty Thousand Dollars (\$20,000.00) of the just compensation funds on or after April 1, 1996. Prior to the withdrawal of said funds, notice of the proposed withdrawal shall be given to the Plaintiff and to the attorney for the DuPage County Tax Collector. The Plaintiff shall deposit the remainder of the just compensation funds in the amount of Two Hundred Sixty Five Thousand Dollars (\$265,000.00) on or before May 1, 1996. The Defendant may withdraw the balance of the just compensation funds on or after May 2, 1996.

4. Defendant shall maintain liability/hazard insurance on the Subject Property until possession is given to Plaintiff and shall indemnify and hold Plaintiff harmless from any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred, including reasonable attorneys fees and costs, incurred as a result of the Defendant occupying the property from March 29, 1996 until April 30, 1996.

5. If the Defendant does not tender possession of the Subject Property as required hereunder, the Plaintiff shall be entitled to all fees and costs associated with enforcement of the terms of this Stipulation and Settlement Agreement, including reasonable attorneys fees. Defendant waives the issuance of process and service thereof of summons in any applicable action for possession, including, but not limited to Forcible Entry and Detainer. Any personal property not removed by Defendant at the time of delivery of possession will be deemed to be abandoned, whereupon title thereto will pass to Plaintiff as if by Bill of Sale and Plaintiff shall have the right to dispose of such personal property in any manner Plaintiff chooses.

6. Plaintiff shall take subject to title exceptions 4, 5, 6, 7, 8, 9, 10 and 11, raised in Chicago Title Insurance Company Commitment dated February 22, 1996, a copy of which is attached hereto and made a part hereof as Exhibit "B." With regard to exceptions 4, 5 and 6, Defendant hereby indemnifies, exonerates and holds the Plaintiff, its officers, employees and agents (hereinafter collectively referred to as the "Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred, including, reasonable attorneys fees and costs, incurred as a result of the pending Circuit Court cases, case numbers 93 TX1 010, 93 TX1 011, 93 TX1 012, 93 TX1 013, 93 TX1 014 and 94 TX1 08, and any other tax cases that have been or may be filed pertaining to the Subject Property, during the ownership by Defendant. Defendant agrees to tender to Plaintiff's attorney copies of the dispositive orders for the aforementioned tax cases upon receipt of same.

7. Plaintiff and Defendant shall be responsible for their respective attorney fees and costs incurred throughout this condemnation lawsuit and each waive any and all claims related to such litigation.

8. Defendant waives its right to a jury trial, and both parties waive their right to appeal.

9. The date of this Stipulation and Settlement Agreement shall be the date it is executed on behalf of Plaintiff.

10. Defendants shall execute any and all conveyancing documents and related documents determined by Plaintiff to be reasonably necessary so as to result in the Plaintiff obtaining fee simple title to the Subject Property free and clear of any encumbrances not otherwise permitted.

11. The Court shall maintain jurisdiction over this matter until all matters which are the subject of this Stipulation and Settlement Agreement have been finalized.

12. Defendant shall comply with 50 ILCS 105/3.1, requiring the disclosure of the identity of every owner and beneficiary having any interest, real or personal, in the Subject Property, and every shareholder entitled to receive more than seven and one-half percent (7 1/2%) of the total distributable income of any corporation having any interest, real or personal, in such property. Said disclosure shall be tendered to Plaintiff at the time Defendant executes this Stipulation and Settlement Agreement.

13. Plaintiff and Defendant each represent and warrant that each party respectively has the power and authority and had completed all necessary actions to enter into this Stipulation and Settlement Agreement and further each party has authorized the execution of this Stipulation and Settlement Agreement by their respective attorneys as set forth below.

14. The Plaintiff represents and warrants that the Defendant shall be allowed to resume its operation at 218 West Front Street, Wheaton, Illinois 60187 without the necessity of obtaining any special use permit, conditional use permit or variations. Said

representation and warranty is contingent upon the Defendant occupying and using the 218 West Front Street location in the same manner as its previous use at the Subject Property, with the gallery located in the front of the building, and the school an ancillary use to the rear of the building.

AGREED:

CITY OF WHEATON, an Illinois Home
Rule Municipal Corporation,
Plaintiff

BY:

Kelli M. Smith
Steve Helm & Associates
Attorneys for Plaintiff

AGREED:

DU PAGE ART LEAGUE, an Illinois
Not-For-Profit Corporation,
Defendant

BY:

Patrick K. Bond
Mirabella & Kincaid, P.C.
Attorney for Defendant

Kelli M. Smith
STEVE HELM & ASSOCIATES
Attorney for Plaintiff
74 North Main Street
P. O. Box 757
Oswego, Illinois 60543
(708) 554-8222
DuPage Attorney No. 35683

PARCEL 1: THE EAST 6 FEET OF LOT 8 IN BLOCK 8 IN TOWN OF WHEATON, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1853 AS DOCUMENT 7256, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWEST 1/4 OF LOT 2 IN BLOCK 8 (EXCEPT THE EAST 22 FEET AND ALSO EXCEPT THE NORTH 23.63 FEET THEREOF) IN TOWN OF WHEATON, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1853 AS DOCUMENT 7256, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 05-16-301-039

COMMONLY KNOWN AS: 219 WEST FRONT STREET, WHEATON, ILLINOIS 60187



Chicago Title Insurance Company

P.O. BOX 827, WHEATON, IL 60189-0827

REFER INQUIRIES TO:
(708) 871-3500

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the Commitment Conditions and Stipulations which are hereby incorporated by reference and made a part of this Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and such include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company or a member of the Chicago Title and Trust Family of Title Insurers for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This commitment shall not be valid or binding until signed by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

Henry S. Gray
Authorized Signatory

Providing Title Related Services Since 1847

EXHIBIT "B"

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: DUPAGE ART LEAGUE

ORDER NO.: 1410 009406927 UZ

F- 0019
"B"

EFFECTIVE DATE: FEBRUARY 22, 1996

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY: ALTA OWNERS 1992
AMOUNT: \$285,000.00
PROPOSED INSURED: CITY OF WHEATON

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEES SIMPLE UNLESS OTHERWISE NOTED.
3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:
DUPAGE ART LEAGUE, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

4. MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)F-0019
"B"

ORDER NO.: 1410 009406927 UL

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1: THE EAST 5 FEET OF LOT 8 IN BLOCK 8 IN TOWN OF WHEATON, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1852 AS DOCUMENT 7256, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWEST 1/4 OF LOT 8 IN BLOCK 8 (EXCEPT THE EAST 22 FEET AND ALSO EXCEPT THE NORTH 23.63 FEET THEREOF) IN TOWN OF WHEATON, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1853 AS DOCUMENT 7256, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 05-16-301-039

COMMONLY KNOWN AS: 219 WEST FRONT STREET, WHEATON, ILLINOIS 60187

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1410 009406927 UL

1. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:
 - A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;
 - B. A PROPERLY EXECUTED ALTA STATEMENT;
 - C. UTILITY LETTERS FROM THE MUNICIPALITY OR COUNTY (IF UNINCORPORATED), LOCAL GAS, ELECTRIC AND TELEPHONE COMPANIES AND IF APPLICABLE, THE LOCAL CABLE TELEVISION COMPANY AND WESTERN UNION.

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.
3. NOTE FOR ADDITIONAL INFORMATION: THE DUPAGE COUNTY RECORDER REQUIRES THAT ANY DOCUMENTS PRESENTED FOR RECORDING CONTAIN THE FOLLOWING INFORMATION:
 - A. THE NAME AND ADDRESS OF THE PARTY WHO PREPARED THE DOCUMENT;
 - B. THE NAME AND ADDRESS OF THE PARTY TO WHOM THE DOCUMENT SHOULD BE MAILED AFTER RECORDING;
 - C. ALL PERMANENT REAL ESTATE TAX INDEX NUMBERS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
 - D. THE ADDRESS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
 - E. ALL DEEDS SHOULD CONTAIN THE ADDRESS OF THE GRANTEE AND SHOULD ALSO NOTE THE NAME AND ADDRESS OF THE PARTY TO WHOM THE TAX BILLS SHOULD BE SENT.
 - F. ANY DEEDS CONVEYING UNSUBDIVIDED LAND, OR, PORTIONS OF SUBDIVIDED LAND, MAY NEED TO BE ACCOMPANIED BY A PROPERLY EXECUTED "PLAT ACT AFFIDAVIT."

IN ADDITION, PLEASE NOTE THAT THE MUNICIPALITIES OF ADDISON, AURORA, BARTLETT, BOLINGBROOK, CAROL STREAM, ELK GROVE VILLAGE, ELMHURST, GLENDALE HEIGHTS, NAPERVILLE, SCHAUMBURG, WHEATON, AND WOODRIDGE HAVE ENACTED TRANSFER TAX ORDINANCES. TO RECORD A CONVEYANCE OF LAND LOCATED IN THESE MUNICIPALITIES, THE REQUIREMENTS OF THE TRANSFER TAX ORDINANCES MUST BE MET. A CONVEYANCE OF PROPERTY IN THESE CITIES MAY NEED TO HAVE THE APPROPRIATE TRANSFER TAX STAMPS AFFIXED BEFORE IT CAN BE RECORDED.

PURTHERMORE, ALL DEEDS AND MORTGAGES SHOULD INCLUDE THE CURRENT MARITAL STATUS OF ALL INDIVIDUAL PARTIES, WHERE APPROPRIATE. A SPOUSE OF AN INDIVIDUAL GRANTOR OR MORTGAGOR MAY HAVE TO SIGN THE DEED OR MORTGAGE IN ORDER TO RELEASE ANY APPLICABLE HOMESTEAD INTEREST.

THIS EXCEPTION WILL NOT APPEAR ON THE POLICY WHEN ISSUED.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)F-0019
"B"

ORDER NO.: 1410 009406927 UL

X 4. TAXES FOR THE YEARS 1994, 1995 AND 1996.

TAXES FOR THE YEAR 1994 ON PERMANENT INDEX NUMBER 03 16 301 039 AMOUNTING TO \$2,673.64 AND INTEREST AND COSTS IF ANY ARE IN LITIGATION (CASE NO. 95TX1-042).

TAXES FOR THE YEAR 1995 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 03-16-301-039.

C 5. GENERAL TAXES FOR THE YEAR 1991 AND OMITTED TAX FOR 1988, 1989, 1990 AND 1991 ON PARCEL 03 16 301 039 AMOUNTING TO \$12,377.77 AND INTEREST AND COST IF ANY ARE IN LITIGATION.

OBJECTION FILED 93TX1 010 THROUGH 014 FILED; EXEMPTION PENDING.

BOOKS 5 PAGE 23.

L 6. GENERAL TAXES FOR 1993 ON PARCEL 03-16-301-039 AMOUNTING TO \$2,579.76 AND INTEREST AND COST IF ANY ARE IN LITIGATION.

OBJECTION FILED

CASE NO. 94TX1-08

(BOOK 5, PAGE 84)

D 7. THE LAND LIES WITHIN THE BOUNDARIES OF A SPECIAL SERVICE AREA AS DISCLOSED BY ORDINANCES RECORDED AS DOCUMENTS R91-253677 AND R91-263678, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCES AND SUBSEQUENT RELATED ORDINANCES.

E 8. RIGHTS OF THE CITY OF WHEATON, A MUNICIPALITY CORPORATION AND OF THE PUBLIC IN AND TO SO MUCH OF THE LAND, AS WAS DEDICATED FOR ALLEY PURPOSES BY DEED DATED MAY 9, 1928 AND RECORDED JUNE 13, 1928 AS DOCUMENT 259800.

F 9. GRANT OF BASEMENT DATED APRIL 22, 1974 AND RECORDED APRIL 23, 1974 AS DOCUMENT R74-19556, MADE BY WILLIAM C. ATTEN TO THE CITY OF WHEATON, A MUNICIPALITY CORPORATION OF THE STATE OF ILLINOIS, OF AN BASEMENT FOR ALLEY PURPOSES ONLY, OVER AND ACROSS THE NORTH 8 FEET OF THE NORTH 31.63 FEET OF THE SOUTHWEST 1/4 OF LOT 2 IN BLOCK 8 (EXCEPT THE EAST 22 FEET THEREOF).

(AFFECTS PARCEL 2).

G 10. THE LAND LIES WITHIN THE WHEATON SANITARY DISTRICT WHICH HAS ACCEPTED FEDERAL GRANTS FOR SEWAGE TREATMENT WORKS PURSUANT TO PUBLIC LAW 92-500. FEDERAL LAW REQUIRES A USER CHARGE SYSTEM SEPARATE FROM GENERAL AD VALOREM PROPERTY TAXES.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

F-0019
"B"
0005

ORDER NO.: 1410 009406927 CL

11. ORDINANCES APPROVING, REDDESIGNING AND ADOPTING A TAX INCREMENT ALLOCATION FINANCING FOR THE DOWNTOWN WHEATON REDEVELOPMENT PROJECT AREA, RECORDED AS DOCUMENTS R93-101573, R93-101579 AND R93-103580.
12. WE HAVE EXAMINED THE PROCEEDING FOR CONDEMNATION IN CASE NUMBER 95ED-29 AND NOTE THE FOLLOWING:
 - (A) NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS INSURING THE POWER OR RIGHT OF THE PLAINTIFF TO CONDEMN THE LAND;
 - (B) OUR POLICY, WHEN ISSUED, WILL BE MADE SUBJECT TO DIRECT ATTACK UPON THE JUDGMENTS AND ORDERS ENTERED IN THE CASE;
 - (C) A PROPER LIS PENDENS NOTICE HAS BEEN RECORDED AS DOCUMENT R95-101326.
 - (D) PROPER SERVICE OF PROCESS SHOULD BE HAD UPON THE FOLLOWING NAMED PARTIES DEFENDANT:
ALL NAMED PARTIES;
 - (E) DEPICTS OR ADDITIONAL INFORMATION, IF ANY: NONE.

NOTE: IN ORDER FOR THE COMPANY TO INSURE OVER THE LIENS OF REAL ESTATE TAXES AND SPECIAL ASSESSMENTS AND THE RIGHTS OF ANY TAX PURCHASER NAMED HEREIN AFTER THE COMPLETION OF THE CONTEMPLATED PROCEEDING, THE COUNTY COLLECTOR'S WARRANT BOOKS AND THE MUNICIPALITY'S SPECIAL ASSESSMENT RECORDS MUST BE MARKED APPROPRIATELY, ANY TAX DEED PROCEEDING NOTED HEREIN MUST BE DISMISSED AND ANY OUTSTANDING CERTIFICATE OF PURCHASE MUST BE CANCELLED.

NOTE: THE PROCEEDING MAY AFFECT THE RIGHTS OF ONLY THOSE PARTIES ALREADY PROPERLY SERVED WITH PROCESS AND THOSE PARTIES, IF ANY, NAMED ABOVE IN PARAGRAPH "D." THE POLICY, WHEN ISSUED, WILL BE SUBJECT TO THE RIGHTS OF ALL OTHER PARTIES AND INTERESTS SHOWN IN THIS COMMITMENT, INCLUDING BUT NOT LIMITED TO, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND THE RIGHTS OF PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, UNLESS SATISFACTORY DISPOSITION THEREOF IS OTHERWISE MADE OR UNLESS OTHERWISE EXPRESSLY STATED HEREIN.

** END **