

OLD MAIN LIBRARY CONTRACT

**Aurora Public Library
sale to The Support Companies, LLC**

Old Main Library at 1 E. Benton Street, Aurora, Illinois

1. Buyer - The Support Companies, LLC (Buyer) agrees to purchase property commonly known as 1 E. Benton Street, Aurora, Illinois (Parcel 15-22-352-001) (legal description attached) (the Property).
2. Seller - Aurora Public Library, an Illinois public library ("Seller"), agrees to sell the Property to the Buyer on the terms set forth herein and arrange for conveyance of title to the Library by a recordable quit claim deed subject to:
 - (A) The General Exceptions contained in a Commitment for Title Insurance effective July 29, 2015, Commitment No. 15WSS036029AU (copy attached) (the Title Commitment);
 - (B) The Schedule B Exceptions in the Title Commitment except that on or before closing Seller will obtain waiver of Schedule B Exceptions B, 9; E, 10; Y, 12; Z, 13; AA, 14; C, 39; C, 40.
 - (C) An Intergovernmental Agreement between the City of Aurora, the Aurora Public Library, and The Support Companies, LLC regarding the sale and use of the Old Main Library (1 E. Benton Street) and amending the prior Intergovernmental Agreement between the City of Aurora and the Aurora Public Library regarding parking improvements in the vicinity of the New Main Library (101 S. River Street) and disposition of the Old Main Library (1 E. Benton Street);
3. Purchase Price - The price to be paid for the Property ("Purchase Price") is Ten Dollars (\$10) and other good and valuable consideration.

4. Closing - The closing shall take place at Chicago Title Insurance Company, 2000 W. Galena Boulevard, Suite 105, Aurora, IL 60506 on Tuesday, December 29, 2015.
5. Possession - The Seller shall deliver possession to the Buyer at closing.
6. Broker Commission - The Seller and the Buyer each warrant and represent to the other that no brokers or agents assisted with this transaction and no brokers or agents are entitled to a commission in connection with this transaction.
7. Title - Seller has provided Buyer, at Seller's expense, the Title Commitment. Any title company endorsements or additional coverages are at Buyer's expense.
8. Survey - Seller has provided Buyer with an ALTA/ACSM Land Title Survey prepared by Todd Surveying dated October 1, 2015. Any other surveys are at Buyer's expense.
9. Real Estate Tax Prorations - Tax proration will not be necessary as the Property has been owned by the Seller and is exempt.
10. Notices - All notices shall be in writing and shall be served on the parties at the following addresses:

Notices to Seller: President
Aurora Public Library
101 S. River Street
Aurora, IL 60506

Copy to: Roger A. Ritzman
Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.
221 E. Illinois Street
P.O. Box 564
Wheaton, IL 60187

Notices to Buyer: The Support Companies, LLC
580 Exchange Court
Aurora, IL 60504

Copy to: Kenneth S. McLaughlin, Jr.
Law Offices of McLaughlin & Associates, P.C.
495 N. Commons Drive
Suite 103
Aurora, IL 60504

The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

11. Seller's Representations - Seller represents that, to the best of Seller's knowledge, on the date hereof and on the date of closing that:

(A) Neither the Seller nor Seller's agents have received any notices from any Federal, State, City, Village, Township, Seller or other governmental authority of any investigation, complaint or violation of any Federal Law, State Law or Local Ordinance violation including, but not limited to any zoning, building, fire or health code violation or pending special assessment in connection with the Property;

(B) It has not received any notice of any violation of any environmental protection laws or regulations or any lien relating to such with respect to the Property nor does it have any actual knowledge which would provide a basis for any such violation or lien;

12. Survival of Representations - The representations herein shall survive the closing.

13. Risk of Loss - The Seller shall bear all risk of loss with respect to the Property until closing.

14. Closing Mechanics -

(A) This transaction shall be closed at Chicago Title Insurance Company in accordance with general real estate practices in use in Kane County, Illinois;

(B) At Closing the Seller shall deliver to the Buyer any and all documents reasonably required to consummate the transaction;

(C) The Seller shall pay the amount of any State or County transfer taxes (transfer should be exempt) and all recording charges for any release documents relating to the Property. Local Municipal Transfer Taxes, if any, will be paid as set forth in local/municipal ordinances (transfer may be exempt).

(D) Seller and Buyer shall split equally the closing escrow fee of Chicago Title Insurance Company.

15. Library Board Approval/Ratification - As the Seller is a municipal entity, this Contract is subject to the approval of and is not enforceable until approved or ratified at an open meeting by the Board of Library Trustees of the Seller. Such approval/ratification is expected at a Library Board meeting scheduled for December 16, 2015.

16. "AS IS" Condition of the Property - Buyer accepts the Property in "AS IS" condition. Buyer's acceptance of the Property "AS IS" includes any and all defects or conditions affecting the Property, whether known or unknown.

17. Miscellaneous -

(A) This Contract embodies the entire agreement between the Seller and the Buyer. There are no other agreements or understandings, oral or written, between the Buyer and the Seller;

(B) No amendment of this Contract shall be valid unless in writing and signed by the parties;

(C) The terms and conditions of this Contract are binding on the respective executors, heirs, devisees, administrators, personal representatives, successors and permitted assigns of the parties;

(D) This Contract shall be construed and governed by the laws of the State of Illinois;

(E) Each party agrees to promptly and duly execute, acknowledge and deliver all instruments, documents and assurances, and take all further action, before or after the Closing Date as is reasonably necessary to enable the parties to consummate the transaction;

(F) Seller shall leave the Property in broom clean condition. All refuse and personal property shall be removed from Property at Seller's expense prior to delivery of Possession. Buyer has the right to inspect the Property prior to closing.

BUYER:

AURORA PUBLIC LIBRARY

By: _____
John Savage, President
Board of Library Trustees

Date signed: _____

SELLER:

THE SUPPORT COMPANIES, LLC

By: _____
Robert R. Janusz, Manager

Date signed: _____

By: _____
Melinda Kruder, Manager

Date signed: _____

Exhibit "A"

LEGAL DESCRIPTION OF OLD MAIN LIBRARY

LEGAL DESCRIPTION:

BLOCK A (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID BLOCK; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK, 47 FEET; THENCE NORTHWESTERLY TO A POINT 12 FEET SOUTHERLY FROM THE NORTHERLY LINE AND 28 FEET WESTERLY FROM THE EASTERLY LINE OF SAID BLOCK; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID BLOCK 60 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE WESTERLY LINE OF SAID BLOCK 56 FEET SOUTHERLY OF THE NORTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG SAID WESTERLY LINE 56 FEET TO THE NORTHWEST CORNER OF SAID BLOCK; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK 120 FEET TO THE POINT OF BEGINNING) OF THE PLAT OF LIBRARY SUBDIVISION OF PART OF LOT 13, ASSESSOR'S MAP OF STOLP'S ISLAND, AND THAT PART OF THE VACATED STREET LYING SOUTH OF AND ADJOINING SAID BLOCK A (PER ORDINANCE NO. 3363 RECORDED OCTOBER 30, 1961 AS DOCUMENT 962438), DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT "A" OF THE LIBRARY SUBDIVISION OF PART OF LOT 13 OF THE ASSESSOR'S MAP OF STOLP'S ISLAND, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AURORA, ILLINOIS; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT "A" 120 FEET TO THE SOUTHEAST CORNER OF LOT "A"; THENCE SOUTHWESTERLY TO A POINT THAT IS 20 FEET WEST OF THE SOUTHEAST CORNER OF LOT "A" (MEASURED ON THE SOUTH LINE OF LOT A) AND 14 FEET SOUTH OF THE SOUTH LINE OF LOT "A" (MEASURED AT A RIGHT ANGLE TO THE SOUTH LINE OF LOT "A"); THENCE WESTERLY 80 FEET ON A LINE THAT IS 14 FEET SOUTH AND PARALLEL WITH THE SOUTH LINE OF LOT "A"; THENCE NORTHWESTERLY TO THE SOUTHWEST CORNER OF LOT "A"; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF LOT "A" TO THE PLACE OF BEGINNING IN THE CITY OF AURORA, COUNTY OF KANE, STATE OF ILLINOIS.

COMMONLY KNOWN AS:
1 EAST BENTON STREET, AURORA, ILLINOIS.

P.I.N.: 15-22-352-001

ALTA COMMITMENT FOR TITLE INSURANCE



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

15WSS036029AU

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, 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 and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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 by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company

By:

President

Attest:

Secretary



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ALTA Commitment (06/17/2006)



ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 2000 West Galena, Suite 105 Aurora, IL 60506 Main Phone: (630)892-3775	Chicago Title and Trust Company 2000 West Galena, Suite 105 Aurora, IL 60506 Main Phone: (630)892-3775 Main Fax: (630)892-9241

Issued By: Joseph R. Ramos
 340 N. Lake Street
 Aurora, IL 60506

SCHEDULE A

ORDER NO. 15WSS036029AU

Property Ref.: 1 East Benton Street, Lots A, C, D, E & F & access route (Parcel 4), Aurora, IL 60505

1. Effective Date: July 29, 2015
2. Policy or (Policies) to be issued:
 - a. ALTA Owner's Policy 2006
 Proposed Insured: To Be Determined
 Policy Amount: \$10,000.00
 - b. ALTA Loan Policy 2006
 Proposed Insured: , its successors and/or assigns as their respective interests may appear
 Policy Amount: To Be Determined
3. The estate or interest in the land described or referred to in this Commitment is:
 Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:
 BOARD OF LIBRARY DIRECTORS OF THE CITY OF AURORA, ILLINOIS

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SCHEDULE A
(continued)

5. The land referred to in this Commitment is described as follows:

Parcel 1A:

Block A in the Plat of Library Subdivision of part of lot 13, Assessor's Map of Stolp's Island, (except that part described as follows: Beginning at the Northeasterly corner of said Block; thence Southerly along the Easterly line of said Block, 47 feet; thence Northwesterly to a point 12 feet Southerly from the Northerly line and 28 feet Westerly from the Easterly line of said block; thence Westerly parallel with the Northerly line of said Block 60 feet; thence Southwesterly to a point on the Westerly line of said Block 56 feet Southerly of the Northwest corner thereof; thence Northerly along said Westerly line 56 feet to the Northwest corner of said Block; thence Easterly along the Northerly line of said Block 120 feet to the point of beginning).

Parcel 1B: That part of the vacated street lying South of and adjoining said Block A of the Plat of Library Subdivision of part of lot 13, Assessor's Map of Stolp Island, described as follows: Beginning at a point on the Southerly line of said Block A, 20 feet Westerly from the Southeast corner thereof; thence Easterly along said Southerly line 20 feet to the Southeast corner of said Block A; thence Southwesterly to a point 14 feet Southerly from the point of beginning, measured along a line drawn at right angles to said Southerly line of Block A; thence Westerly parallel with the Southerly line of said Block A, 80 feet; thence Northwesterly to the Southwesterly corner of said Block A; thence Easterly along the Southerly line of said Block A, 100 feet to the point of beginning, in the City of Aurora, Kane County, Illinois.

PARCEL 2:

THAT PART OF BLOCK "C" OF THE PLAT OF LIBRARY SUBDIVISION OF PART OF LOT 13 ASSESSOR'S MAP OF STOLP'S ISLAND OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 22, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 15 OF PLATS, PAGE 42 AS DOCUMENT 60027 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID BLOCK "C" 18.4 FEET SOUTHWESTERLY FROM THE SOUTHEASTERLY CORNER OF "BLOCK "G" OF SAID LIBRARY SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK "C" 47.6 FEET; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE BOUNDARY LINE OF SAID BLOCK "C" TO THE NORTHWESTERLY CORNER OF BLOCK "D" OF SAID SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF BLOCK "C" 135 FEET MORE OR LESS TO THE CENTER OF THE EAST CHANNEL OF FOX RIVER; THENCE WESTERLY ALONG THE CENTER OF SAID EAST CHANNEL TO A LINE DRAWN PARALLEL WITH AND 102 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF BLOCK "A" OF SAID LIBRARY SUBDIVISION AND SAID NORTHWESTERLY LINE EXTENDED SOUTHWESTERLY; THENCE NORTHEASTERLY PARALLEL WITH AND 102 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF SAID BLOCK "A" AND SAID NORTHWESTERLY LINE EXTENDED TO THE SOUTHWESTERLY LINE OF A STRIP OF LAND CONVEYED TO CITY OF AURORA BY DEED DATED APRIL 17, 1926 AND RECORDED ON MARCH 24, 1927 IN BOOK 810, PAGE 590 AS DOCUMENT 289242; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID STRIP OF LAND AND ALONG SAID LINE EXTENDED TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 3:

LOTS D, E AND F OF THE PLAT OF LIBRARY SUBDIVISION OF PART OF LOT 13 ASSESSOR'S MAP

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ALTA Commitment (06/17/2006)



352-601

351-002

351-003

SCHEDULE A

(continued)

OF STOLP'S ISLAND, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF A STREET ADJOINING BLOCKS A, C, D, E AND F OF THE PLAT OF THE LIBRARY SUBDIVISION OF PART OF LOT 13 OF ASSESSOR'S MAP OF STOLP'S ISLAND, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID BLOCK F; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK F EXTENDED WESTERLY, 47 FEET TO THE EASTERLY LINE OF SAID BLOCK A, THENCE SOUTHWESTERLY TO A POINT 14 FEET SOUTHERLY OF, AS MEASURED ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID "BLOCK A", A POINT ON SAID SOUTHERLY LINE 20 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID "BLOCK A"; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE, 80 FEET; THENCE NORTHWESTERLY TO THE SOUTHWESTERLY CORNER OF SAID "BLOCK A"; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK A TO THE INTERSECTION OF SAID WESTERLY LINE AND THE SOUTHERLY LINE EXTENDED EASTERLY OF A STRIP OF LAND CONVEYED TO THE CITY OF AURORA, BY DEED DATED APRIL 17, 1926 AND RECORDED ON MARCH 24, 1927 IN BOOK 810, PAGE 590 AS DOCUMENT 289242; THENCE WESTERLY ALONG THE SOUTHERLY LINE EXTENDED EASTERLY OF SAID DOCUMENT 289242 TO THE EASTERLY LINE OF SAID BLOCK C; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK C, 47.6 FEET; THENCE IN A EASTERLY, SOUTHEASTERLY AND NORTHEASTERLY DIRECTION ALONG THE BOUNDARY LINES OF SAID BLOCKS C, D AND E TO THE WESTERLY LINE OF SAID BLOCK F; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING IN THE CITY OF AURORA.

Parcel 15-22-351-002; Parcel 15-22-351-003; Parcel 15-22-352-001; Parcel

END OF SCHEDULE A

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ALTA Commitment (06/17/2006)



SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
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 which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. **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.**

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ALTA Commitment (06/17/2006)



SCHEDULE B
(continued)

- A 8. Taxes for the years 2014 and 2015.
- Taxes for the years 2015 are not due or payable.
- Permanent Tax No.: 15-22-352-001 AFFECTS PARCEL 1**
- Note: The assessed value is under \$150.00, no 2014 or 2015 taxes due.
- Taxes for the years 2014 and 2015.
- Taxes for the years 2015 are not due or payable.
- Permanent Tax No.: 15-22-351-002 AFFECTS PARCEL 2**
- Note: The assessed value is under \$150.00, no 2014 or 2015 taxes due.
- Taxes for the years 2014 and 2015.
- Taxes for the years 2015 are not due or payable.
- Permanent Tax No.: 15-22-351-003 AFFECTS PARCEL 3**
- Note: The assessed value is under \$150.00, no 2014 or 2015 taxes due.
- B 9. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- Affects all Parcels covered herein
- E 10. Since a governmental entity holds title to the land, any conveyance or mortgage of the land is subject to the limitations and conditions imposed by law. Proof of compliance with the same should be furnished.
- Affects all Parcels covered herein
- D 11. The names of the Proposed Insured should be provided in order that a judgment search can be made against parties prior to the execution and recording of the deed and mortgage to be insured, if any. This commitment may be subject to additional exceptions as deemed necessary upon review of said search.
- Y 12. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- Affects all Parcels covered herein

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SCHEDULE B
(continued)

- Z 13. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- Affects all Parcels covered herein
- AA 14. If work has been performed on the Land within the last six months which may subject the Land to liens under the mechanics lien laws, the Company should be furnished satisfactory evidence that those who have performed such work have been fully paid and have waived their rights to a lien. If evidence is not provided or is unsatisfactory, this commitment/policy will be subject to the following exception:
- 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.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- Affects all Parcels covered herein
- F 15. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- Affects all Parcels covered herein
- G 16. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
- H 17. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land.
- I 18. Agreement recorded July 24, 1868 in Book 112, page 96 made by J.G. Stolp with Aurora Gas Light Company, granting the privilege of laying a main gas pipe Easterly and Westerly across the lower part of Stolp Island in the City of Aurora. Also the privilege of laying a gas pipe Northerly to intersect the Street across said Island between the covered bridge to within from 5 to 10 feet of the Easterly wall of the brick store of first party on said above mentioned Street, as long as second party shall see fit to use and occupy the land of the said first party.
- (Affects land and other property)
- Affects Parcel 1 - taken from prior 15014444AU

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SCHEDULE B

(continued)

- J** 19. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the deed recorded on June 21, 1927 as Document No. 293640.
- Affects Parcel 1 - taken from prior 1501444AU
- K** 20. Encroachment of the 8 foot wide concrete sidewalk (being appurtenant to and a part of Benton Street) over and upon the Northerly portion of said premises herein described an undisclosed distance, as shown on a survey in our office, dated January 16, 1967
- (Affects land and other property)
- Affects Parcel 1 - taken from prior 1501444AU
- L** 21. Rights of Commonwealth Edison Company to operate and maintain wires, cables, conduits and related facilities and equipment in the premises in question pursuant to the provisions of ordinance no. 2919 passed by the City of Aurora, November 18, 1953, as disclosed by deed from City of Aurora, to Board of Library Directors dated January 30, 1967 and recorded April 11, 1967 as document no. 108988.
- Affects Parcel 1 - taken from prior 1501444AU
- M** 22. Reservation to City of Aurora and Commonwealth Edison Company of the right, easement and authority to use, operate, maintain, repair, replace, renew and remove existing underground wires, cables, conduits and related equipment and facilities under and along the remises in question as contained in said deed document no. 1086988.
- Affects Parcel 1 - taken from prior 1501444AU
- N** 23. Rights of the municipality, the State of Illinois, the public and adjoining owners in and to vacated Street.
- Affects all Parcels covered herein
- O** 24. Rights of the public and quasi-public utilities, if any, in said vacated Street for maintenance therein of poles, conduits, sewers and other facilities.
- Affects all Parcels covered herein
- S** 25. Rights of the United States of America, the State of Illinois, City of Aurora and the Public in and to that part of premises in question falling in the bed of the Fox River, also rights of the property owners in and to the free and unobstructed flow of the waters of said river.
- Affects Parcels 2 and 3 - taken from prior Owners Policy 309708

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ALTA Commitment (06/17/2008)



SCHEDULE B
(continued)

- T 26. Shore limitations approved by the Division of Waterways of the State of Illinois on condition that a wall be built on the line so established as disclosed by Agreement, dated October 7, 1926 and recorded as document 263163 between John K. Newhall, et al and the Western United Gas and Electric Company, (a corporation of Illinois).
- Affects Parcels 2 and 3 - taken from prior Owners Policy 309708
- U 27. Rights of the Western United Gas and Electric Company (a Corporation of Illinois) by virtue of an Agreement with John K. Newhall, John M. Raymond and Frank B. Watson, recorded October 21, 1926 in Book 801, page 61 as document no. 263163 to dredge the channel between Stolp's Island and the Island lying Southwesterly therefrom and the so-called East Branch of Fox River and to maintain in said 30 foot channel concrete pipes and the right to lay additional pipes for the purpose of obtaining for condensing purposes but not to exceed 30 feet in width and to erect a riparian wall along the Southerly boundary of Stolp's Island to maintain a channel of 30 feet in width between said Islands.
- Affects Parcels 2 and 3 - taken from prior Owners Policy 309708
- V 28. Possible easement for gravel walk located along the Southerly line of the land and Northerly of the wall along the bank of the Fox River in favor of owners or adjoining property.
- Affects Parcels 2 and 3 - taken from prior Owners Policy 309708
- W 29. Rights of the Public, of the State of Illinois and of the City of Aurora in and to so much, if any, of premises in question as may have been formed by means other than natural accretions.
- Affects Parcels 2 and 3 - taken from prior Owners Policy 309708
- X 30. Agreement dated July 18, 1868 and recorded July 24, 1868 in Book 112, page 96, made by J.G. Stolp with Aurora Gas Light Company, granting the privilege of laying a main gas pipe Easterl and Westerly across the lower part of Stolp Island in the City of Aurora at or nearly opposite Holbrook Street. Also the privilege of laying a gas pipe Northerly to intersect the street across said Island between the covered bridge to within from five to ten feet of the Easterly wall of the brick store of first party on said above mentioned street, as long as said second party shall see fit to use and occupy the land of said first party.
- taken from prior Owners Policy 309708
- P 31. The land lies with the boundaries of a Special Service Area as disclosed by Ordinance recorded as document no. 94K073885, and is subject to additional taxes under the terms of said Ordinance and subsequent related Ordinances.
- Note: An extention recorded as Document Number 2010K055525.
- Affects all Parcels covered herein
- AI 32. Ordinance No. 000-121 was recorded 10/20/2000 as document no. 2000K085341 and made by the City of Aurora designating certain property as "Conservation Area" and is subject to City of Aurora River City Redevelopment Plan and Project for proposed area. For particulars see said instrument.

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ALTA Commitment (06/17/2006)



SCHEDULE B

(continued)

- AJ 33. City of Aurora River City Redevelopment Plan and Project was recorded 10/20/2000 as document no. 2000K085342 and made by the City of Aurora. Relates to above listed Ordinance. For particulars see said instrument.
- AK 34. Ordinance No. 000-122 was recorded 10/20/2000 as document no. 2000K085343 "Certificate" made by the City of Aurora approving and designating "The River City Redevelopment Plan and Project Area" and pursuant to "Tax Increment Allocation Redevelopment Act. For particulars see said instrument.
- AL 35. Ordinance No. 000-123 was recorded 10/20/2000 as document no. 2000K085344 "Certificate" made by the City of Aurora adopting tax increment allocation financing for "The River City Redevelopment Plan and Project Area" . For particulars see said instrument.
- AM 36. Ordinance No. 002-92 was recorded 10/29/2000 as document no. 2002K139561 "Certificate" made by the City of Aurora extending the tax levy for an additional 8 years applicable to "The River City Redevelopment Plan and Project Area" . For particulars see said instrument.
- AO 37. Ordinance No. 006-131 was recorded 5/16/2007 as document no. 2007K053309 made by the City of Aurora establishing a River Edge Redevelopment Zone to be known as "Aurora River Zone". For particulars see said instrument.
- AN 38. Ordinance No. 010-051 was recorded 8/26/2010 as document no. 2010K055525 made by the City of Aurora extending the tax levy for Special Service Area 1 (Aurora Downtown) for an additional 8 years, applicable to certain property designated within "The River City Redevelopment Plan and Project Area" . For particulars see said instrument.
- Q 39. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)
- C 40. Note: We should be furnished with the selling price:

The Title Insurance Premium, Transfer Taxes, Recordings or Closing Fee have not been billed or are subject to change, depending on the sales price. The invoice is subject to rebilling until final requests for insurance, endorsements and services are made and all documents to be recorded have been received, and this commitment is subject to such additional exceptions as may be deemed necessary.
- R 41. Municipal Real Estate Transfer Tax Stamps (or proof of exemption) must accompany any conveyance and certain other transfers or property located in AURORA. Please contact said municipality prior to closing for its specific requirements, which may include the payment of fees, an inspection or other approvals.
- AB 42. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.

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SCHEDULE B

(continued)

- AC 43. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
- AD 44. Note for additional information: the "Kane" 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."
- AE 45. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 7770 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.
- Note: for Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.
- AF 46. **COMMERCIAL TRANSACTION - Below for residential property only:**
- A provision for inflation coverage will be added to the owner's policy. This enhancement can automatically increase the amount of the owner's policy. For additional information, please contact your local underwriter.
- AH 47. The following endorsements have been approved for the loan policy:
- 1) ALTA Endorsement 8.1 (Environmental)

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SCHEDULE B
(continued)

AG 48. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.

(This note will be waived for policy)

END OF SCHEDULE B

Title Insurance Agent:

Joseph R. Ramos
340 N. Lake Street
Aurora, IL 60506
Phone: (630)896-7261
Fax: (630)896-7268



Authorized Signatory



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

END OF CONDITIONS

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