



**RESOLUTION NO. 2020-007**

**A Resolution Authorizing the Acceptance of Open Space and Common Areas in the  
Blackberry Crossings West Subdivision  
Kane and Kendall Counties, Illinois**

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 11-105-1 authorizes the Village to accept the dedication of certain lands for public purposes; and,

**WHEREAS**, the Village of Montgomery desires to expand and grow in an orderly and planned fashion and to provide certain municipal services and amenities to landowners and residents of the Village; and,

**WHEREAS**, certain physical dedications of land are necessary for the provision of aforesaid municipal services and amenities to occupants of the area; and,

**WHEREAS**, the Village recognizes that it is within the best interests of the Village and the residents and occupants thereof to take possession of the aforesaid open space and common areas of said development and utilize and maintain them for the benefit of the Village; and,

**WHEREAS**, the dedication of the open space and common areas which the Village seeks to accept has been examined by the Village and its staff and has been determined to be acceptable for the stated purposes and in substantial compliance with all applicable laws, regulations, and ordinances.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

- 1. Acceptance of Public Improvements:** Pursuant to the dedication of land set forth on the attached Exhibit A, the Village hereby formally accepts said dedication of land as more specifically identified thereon, subject to the terms of the following paragraph.
- 2. Authorization to Utilize, Maintain and Repair:** The Village staff (of the departments appropriate to the improvements being accepted) are, after acceptance thereof, authorized to utilize, maintain and repair all improvements as with any other improvement within the Village, subject to all applicable rules and regulations.
- 3. Authorization to Complete Acceptance:** The Village President and Clerk and hereby authorized to execute any documents in order to effectuate the acceptance of said land, and are further authorized to order such further inspection or review as they deem necessary.

This Resolution shall be in full force and effect from and after its passage and approval, as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, this 13<sup>th</sup> day of April, 2020.

Mr. B.

President of the Board of Trustees of the Village of  
Montgomery, Kane and Kendall Counties, Illinois

AYES:

6

NAYS:

0

ABSENT:

0

ATTEST:

Renee J. DeBusch

Clerk, Village of Montgomery



Exh. A

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

Brian Meltzer  
MELTZER, PURTILL & STELLE LLC  
1515 East Woodfield Road  
Suite 250  
Schaumburg, Illinois 60173-5431

ABOVE SPACE FOR RECORDER'S USE ONLY

### SPECIAL WARRANTY DEED

(Parcel 31, Blackberry Crossing West – Unit 3)

This Special Warranty Deed, made this \_\_\_ day of \_\_\_\_\_, 2020, between **CalAtlantic Group, Inc.**, a Delaware corporation, successor by merger to The Ryland Group, Inc. (“Grantor”), being a corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, and the **Village of Montgomery**, an Illinois municipal corporation (“Grantee”), 200 N. River Street, Montgomery, Illinois, 60538.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does REMISE, WARRANT, RELEASE, ALIEN AND CONVEY unto the Grantee, and to Grantee’s heirs and assigns FOREVER, all the following described real estate, situated in the County of Kendall and State of Illinois known and legally described as follows, to wit:

PARCEL 31 IN BLACKBERRY CROSSING WEST – UNIT 3, BEING A SUBDIVISION PART OF THE EAST HALF OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 9, 2005 AS DOCUMENT NUMBER 200500027464 IN KENDALL COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 02-03-480-017

Address of real estate: Vacant land, east of Dickson Road, south of Venetian Way,  
Montgomery, Illinois

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto Grantee and Grantee's heirs and assigns forever.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee and Grantee's heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WARRANTS AND DEFENDS the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to:

- (a) General real estate taxes for the current year not yet due and for subsequent years;
- (b) Special taxes or assessments for improvements not yet completed;
- (c) Easements, covenants, restrictions, agreements, conditions and building lines of record;
- (d) Applicable zoning and building laws and ordinances;
- (e) Roads and highways, if any;
- (f) Unrecorded public utility easements, if any;
- (g) Plats of dedication and covenants thereof; and
- (h) Acts done or suffered by Grantee, or anyone claiming under Grantee.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents on the day and year first above written.

[Signature Page Follows]

**CalAtlantic Group, Inc.**, a Delaware corporation

By: \_\_\_\_\_  
Name: Christopher Gillen  
Its: Vice President

State of Illinois )  
                          ) SS  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that Christopher Gillen, as a Vice President of CalAtlantic Group, Inc., a Delaware corporation (the "Corporation"), appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

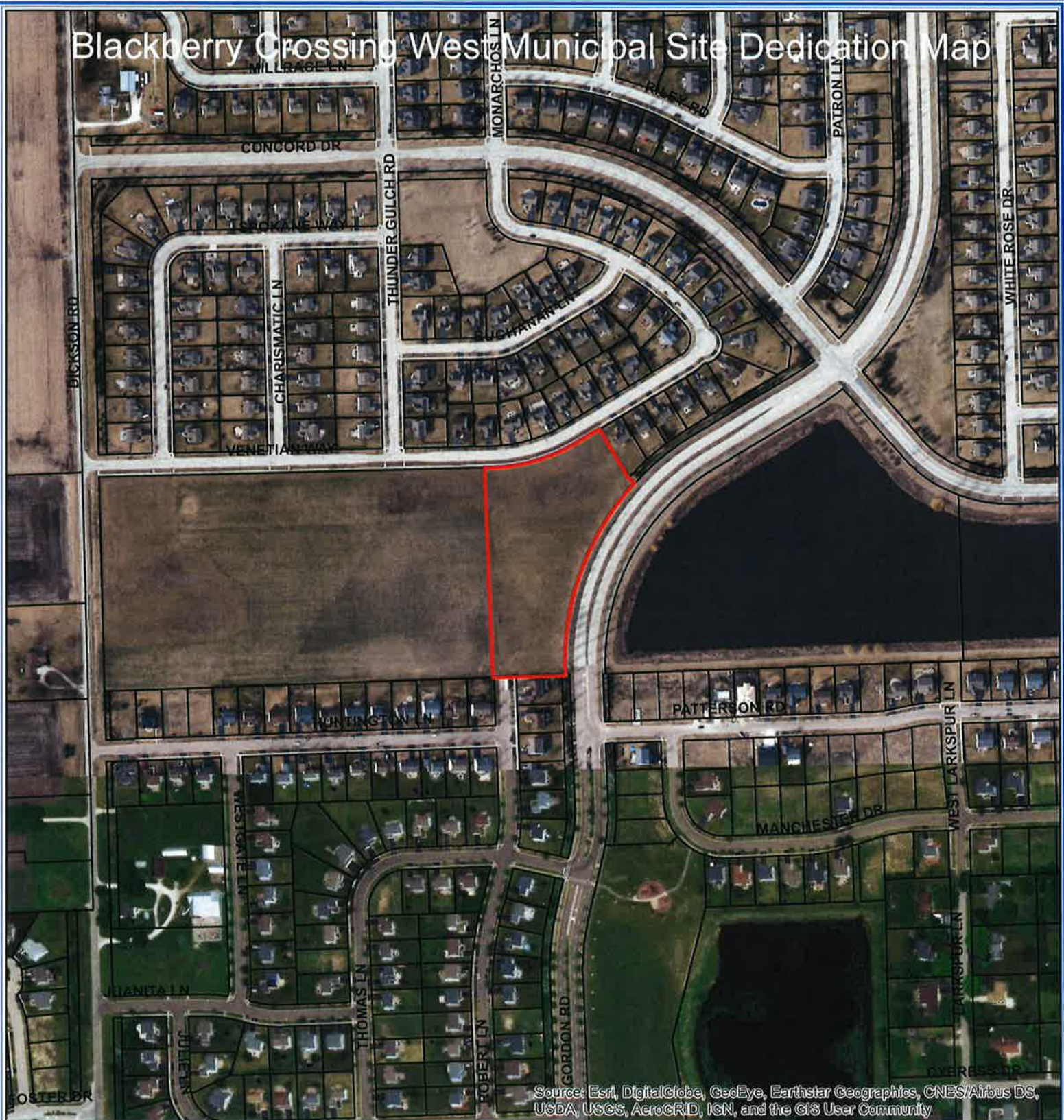
***EXEMPT UNDER PROVISIONS OF PARAGRAPH \_\_\_\_ SECTION 31-45, PROPERTY TAX CODE.***

\_\_\_\_\_  
***DATE***                      ***BUYER SELLER OR REPRESENTATIVE***

**SEND SUBSEQUENT TAX BILLS TO:**

Village of Montgomery  
200 N. River Street  
Montgomery, Illinois 60538

# Blackberry Crossing West Municipal Site Dedication Map



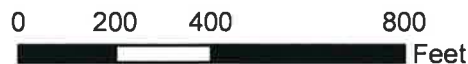
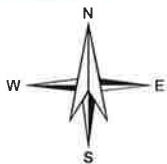
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USCS, AeroGRID, IGN, and the GIS User Community



Village of

Montgomery

Village of Montgomery  
200 N. River Street  
Montgomery, IL 60538  
630-896-8080



**Legend**

- MD MILL DISTRICT
- B-1 LOCAL RETAIL BUSINESS DISTRICT
- B-2 GENERAL RETAIL BUSINESS DISTRICT
- B-3 GENERAL AUTOMOTIVE AND WHOLESALE BUSINESS DISTRICT
- FLOOD
- M-1 LIMITED MANUFACTURING DISTRICT
- M-2 GENERAL MANUFACTURING DISTRICT
- R-2 ONE-FAMILY RESIDENCE DISTRICT
- R-3 TRADITIONAL NEIGHBORHOOD RESIDENCE DISTRICT
- R-4 TRADITIONAL NEIGHBORHOOD RESIDENCE DISTRICT
- R-5A TWO-FAMILY RESIDENCE DISTRICT
- R-5B ATTACHED SINGLE FAMILY RESIDENCE DISTRICT
- R-6 MULTIPLE FAMILY RESIDENCE DISTRICT

This information is for reference purposes only and the Village of Montgomery is not responsible for its accuracy

April 22, 2020

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**YK20014342**

## 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, Fidelity National Title Insurance Company, a California 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Fidelity National Title Insurance Company**

By:

\_\_\_\_\_  
President

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent

Attest:

\_\_\_\_\_  
Secretary

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**Transaction Identification Data for reference only:**

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company, LLC 674 Veterans Pkwy, Unit C Yorkville, IL 60560 Main Phone: (630)553-3041 Email: ilyorkville@fnf.com	Fidelity National Title Company, LLC 674 Veterans Pkwy, Unit C Yorkville, IL 60560 Main Phone: (630)553-3041 Main Fax: (630)553-3047

**Order Number: YK20014342**

**Property Ref.: Vacant Land Parcel 32 Blackberry Crossing West Unit 3, Montgomery, IL 60538**

**SCHEDULE A**

1. Commitment Date: April 13, 2020
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006
    - Proposed Insured: Village of Montgomery
    - Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
  - Fee Simple
4. The Title is, at the Commitment Date, vested in:
  - The Ryland Group, Inc., a Maryland Corporation
5. The Land is described as follows:
  - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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AMERICAN  
LAND TITLE  
ASSOCIATION





**EXHIBIT "A"**  
Legal Description

PARCEL 32 IN BLACKBERRY CROSSINGS WEST - UNIT 3, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 9, 2005 AS DOCUMENT NO. 200500027464, IN KENDALL COUNTY, ILLINOIS.

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Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
674 Veterans Pkwy, Unit C  
Yorkville, IL 60560

### SCHEDULE B, PART I REQUIREMENTS

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.
5. 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 Fidelity National Title office regarding the application of this new law to your transaction.
6. Payment of real estate taxes affecting the land that may be due or payable prior to closing (or as may be required by a lender to be insured). Schedule B tax exception will be amended accordingly based on a later date search and payment as noted herein.
7. For all mortgages and liens referenced below, we should be furnished with proper payoff figures, authorizations, funds and documents sufficient to pay off and release said liens at or prior to closing.
8. 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.
9. 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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Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
674 Veterans Pkwy, Unit C  
Yorkville, IL 60560

**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: The Ryland Group, Inc.

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
12. Since a governmental entity is to hold 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.
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.
14. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.

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Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
674 Veterans Pkwy, Unit C  
Yorkville, IL 60560

**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

15. If extended coverage over the five general exceptions is requested, we should be furnished the following:

- A. A current ALTA survey certified to Fidelity National Title Insurance Company;
- B. A properly executed ALTA statement;

Matters disclosed by the above documentation will be shown specifically.

Note: There will be an additional charge for this coverage.

16. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

17. Due to office closures in place or that might occur, we should be provided with our standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment. Note: Due to office closures related to COVID-19 we may be temporarily unable to record documents in the normal course of business.

18. Note for Information regarding endorsement requests:

All endorsements requests should be made prior to closing to allow ample time for the Company to examine required documentation.

**END OF SCHEDULE B, PART I**

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Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
674 Veterans Pkwy, Unit C  
Yorkville, IL 60560

## SCHEDULE B, PART II EXCEPTIONS

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.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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. 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.
- A 7. Taxes for the year(s) 2019, 2020 and thereafter, not yet due and payable  
Permanent index number(s): 02-03-484-019  
  
Note: 2018 taxes in the amount of \$0.00 have been paid.
- B 8. The land lies within the boundaries of Fox Metro Water Reclamation District and is subject to assessments thereunder.
- C 9. Recapture agreement recorded June 20 2002 document 2002014331 by Village of Montgomery and Montgomery Crossings LLC and Wyndham Deerpoint Homes.
- D 10. The Land lies within the boundaries of a special service area as disclosed by ordinance recorded as Document 200600026829, and is subject to additional taxes under the terms of Said Ordinance and subsequent related ordinances.

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Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
674 Veterans Pkwy, Unit C  
Yorkville, IL 60560

### SCHEDULE B, PART II EXCEPTIONS

(continued)

(SSA 28 -- Blackberry Crossings West Backup)

- E 11. The Land lies within the boundaries of a special service area as disclosed by ordinance recorded as Document 200600026831, and is subject to additional taxes under the terms of Said Ordinance and subsequent related ordinances.

(SSA 27 -- Blackberry Crossings West Active)

- F 12. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- G 13. 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 14. Corrugated metal pipes located along Westerly line of the Land per survey dated December 16, 2003 by Cemcon Ltd. Job No. 608.057.
- I 15. Terms and conditions contained in the declaration of consent to creation of special service area and imposition of special service area tax for Blackberry Crossing West project recorded December 30, 2004 as Document No. 200400036321.
- J 16. Terms and conditions contained in annexation agreement dated July 30, 2004 and recorded August 3, 2004 as Document No. 200400021459 made by and between the Village of Montgomery relating to zoning; fees; land use; special conditions and other general provisions. Amendment recorded August 10, 2004 as Document No. 200400022290, and as further amended from time to time.
- K 17. Building Line(s) as shown on the Plat of Blackberry Crossing West - Unit 3 Subdivision recorded September 9, 2005 as Document No. 200500027464:  
  
(Affects the South 35 feet of Parcel 32)
- L 18. Easement for village utilities, and the easement provisions and grantees as set forth on the Plat Blackberry Crossing West - unit 3 Subdivision recorded September 9, 2005 as Document No. 200500027464, over the following:

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Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
674 Veterans Pkwy, Unit C  
Yorkville, IL 60560

**SCHEDULE B, PART II  
EXCEPTIONS**

(continued)

Affects North 20 feet of the South 35 feet; the West 20 feet; 10 feet along the curved Northerly line; 25 feet on the Northeast line; and a 20 foot-wide section along a portion of the Southeast line of Parcel 32

(For specific locations on Parcel 32, see Plat)

- O 19. Note on the Plat of Blackberry Crossing West - Unit 3 Subdivision recorded September 9, 2005 as Document No. 200500027464:  
Parcels 27, 28, 29 and 30 to be deeded to and maintained by the Homeowners Association.
- P 20. Note on the Plat of Blackberry Crossing West - Unit 3 Subdivision recorded September 9, 2005 as Document No. 200500027464:  
Homeowner's covenants and restrictions to be recorded by separate instrument.
- Q 21. Note on the Plat of Blackberry Crossing West - Unit 3 Subdivision recorded September 9, 2005 as Document No. 200500027464:  
  
Parcels 27, 28 and 29 are reserved for Landscaping;  
Parcel 30 is open space;  
parcel 31 is a future park site;  
parcel 32 is a future municipal site.
- R 22. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (f) Schedule B, Part II-Exceptions; and
- (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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; 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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(continued)

- (c) Until the Policy is issued, 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.
- (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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option 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>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

**If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.**

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