

Mark W. Daniel, Esq.  
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17W733 Butterfield Road, Unit F  
Oakbrook Terrace, IL 60181  
(630) 833-3311  
Fax: (630) 833-3511

# Daniel Law Office, P.C.

May 8, 2024

Hon. Keith T. Giagnorio, Village President &  
Members of the Board of Trustees  
Members of the Plan Commission  
c/o Anna Papke, AICP, City Planner, Community Development  
VILLAGE OF LOMBARD  
255 East Wilson Avenue  
Lombard, Illinois 60148

Re: 1308, 1312, 1320, 1330 S. Meyers Road, Lombard, DuPage County, Illinois  
Permanent Index Nos. 06-21-102-010 to -014, -028 *Pinnacle on Meyers*  
Annexation, R2 Zoning, Planned Development, Conditional Use, FPA Change

Dear President Giagnorio and Members of the Board of Trustees and Plan Commission:

I represent AFSAR DEVELOPERS, LLC, an Illinois limited liability company that includes Lombard residents, which is the owner of 1312 and 1330 S. Meyers and remains a contract purchaser of 1308 and 1320 S. Meyers Road. You may be aware that AFSAR proposed 30 single family units (attached in fifteen buildings) at 1312 S. Meyers Road under County jurisdiction and a plan to provide workforce housing that would reserve 20% of the units for persons within 80-120% of the area median income. With objections at the County came a decision to forego workforce housing at this location and proceed with single-family development.

In my thirty years of experience, I have not seen a client have me review a project so extensively with neighbors or prepare so many zoning analyses as it considered input from various neighbors while also keeping in mind Lombard's concerns for finding an appropriate density balance. The project now involves single-family homes intended to serve a community that does not necessarily wish to have the larger lots and maintenance activities. The 24 homes will replace nearly four acres of longstanding nonconforming use in a block that presently has four distinct zoning districts. Although workforce housing could not be pursued at this location, the project merits approval and I look forward to seeing you in the coming weeks.

I am enclosing the following items (unless otherwise noted):

1. (001) The Village's form application for zoning relief (15 copies);
2. (002) Legal description;
3. (003) Title insurance policies and commitments for the property
4. (004) Last deeds for the properties;

Hon. Keith T. Giagnorio, Village President &  
Members of the Board of Trustees  
Members of the Plan Commission  
Village of Lombard

May 8, 2024  
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5. (005) Authorizations and disclosures from the owners;
6. (006) Petitions for annexation (1312, 1320 and 1330 S. Meyers);
7. (007, 008) Parcel map and County GIS aerial photograph;
8. (009) Topographical survey prepared by Ridgeline Consultants;
9. (010S) Proposed plat of annexation;
10. (011) Preliminary Landscape Plan;
11. (012) Preliminary plat of subdivision;
12. (013) Proposed association covenants;
13. (014) Preliminary engineering;
14. (015) Architectural plans (please refrain from circulating interior plans);
15. (016) Elevation and roof options;
16. (017) Planned Development Fence Plan;
17. (018S) Planned Development Site Plan;
18. (019) Itemization of relief;
19. (020) Table of Compliance;
20. (021) Functional open space table;
21. (022) Project narrative;
22. (023) Wetland study)
23. (030) Draft ordinance approving annexation agreement;
24. (031) Proposed annexation agreement;
25. (032) Draft ordinance annexing property;
26. (033) Draft ordinance rezoning property;
27. (038) Historic preservation consultation request;
28. (039) Illinois Dept. of Natural Resources Consultation (EcoCAT);
29. (040) Kane-DuPage application for Land Use Opinion; and
30. Invitation to Neighborhood meeting on May 21, 2024.

We look forward to the presenting this project during the hearing and meeting process. I am available to meet in person or via Zoom (whichever you prefer) to discuss this application.

Yours very truly,

DANIEL LAW OFFICE, P.C.



Mark W. Daniel

Encls.  
cc: AFSAR DEVELOPERS LLC

# VILLAGE OF LOMBARD

## PLAN COMMISSION

--- PETITION FOR PUBLIC HEARING ---

- |   |  |   |  |
|---|--|---|--|
| <input checked="" type="checkbox"/> CONDITIONAL USE | <input checked="" type="checkbox"/> REZONING R2 Sing-Fam | <input checked="" type="checkbox"/> PLANNED DEVELOPMENT | <input type="checkbox"/> TEXT AMENDMENT                |
| <input type="checkbox"/> VARIATION(S)               | <input checked="" type="checkbox"/> COMP. PLAN AMENDMENT | <input checked="" type="checkbox"/> ANNEXATION          | <input checked="" type="checkbox"/> SITE PLAN APPROVAL |
| <input type="checkbox"/> MINOR SUBDIVISION          | <input checked="" type="checkbox"/> MAJOR SUBDIVISION    |   |  |

ADDRESS OF SUBJECT PROPERTY: 1308, 1312, 1320, 1330 SOUTH MEYERS ROAD, LOMBARD, IL 60148

P.I.N. NO(S): 06-21-102-010, -011, -012, -013, -014, -028 FPA\*: TBD (Flagg Creek/Glenbard)

PETITIONER: AFSAR DEVELOPERS, LLC PHONE NO.: (312) 446-1163 (Ahmed Khan)

CONTACT NAME: MARK W. DANIEL, DANIEL LAW OFFICE PC PHONE NO.: (630) 833-3311 x1/(312) 927-0177

PETITIONER'S ADDRESS: 17W733 BUTTERFIELD ROAD, STE F FAX NO.: (630) 833-3511

CITY: OAKBROOK TERRACE STATE: IL ZIP CODE: 60181

PETITIONER'S EMAIL ADDRESS: MARK@THEDANIPELLAWOFFICE.COM

RELATIONSHIP OF PETITIONER TO PROPERTY: OWNER AND CONTRACT PURCHASER

OWNER(S) OF PROPERTY: PLEASE SEE DISCLOSURES PHONE NO.: \_\_\_\_\_

OWNER'S ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

EXISTING ZONING: VILLAGE R1 (NORTH)/COUNTY R-3 AREA OF PROPERTY (in acres): +/-3.85 ACRES

EXISTING LAND USE(S): RESIDENTIAL AND COMMERCIAL

EXISTING SITE IMPROVEMENTS: HOMES AND FORMER TOWNSHIP HIGHWAY DEPARTMENT GARAGE

DESCRIPTION OF REQUEST (attach additional pages as needed): PLEASE SEE ITEMIZATION OF RELIEF

**THE ABOVE INFORMATION, TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT:**

AFSAR DEVELOPERS, LLC

AFSAR DEVELOPERS, LLC; LINDA GIORDANO TRUST, SILVESTRE & ESTELITA DE PERALTA

(name of petitioner (printed)) (petitioner's title)

(name of owner (printed)) (owner's title)

**PURSUANT TO AUTHORIZATION**

**PURSUANT TO AUTHORIZATION**

[Signature] APRIL 25, 2024  
(signature of petitioner) (date)

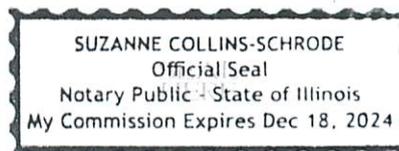
[Signature] APRIL 25, 2024  
(signature of owner) (date)

**AHMED KHAN**  
**SUBSCRIBED AND SWORN TO** before me this  
25TH day of APRIL, 2024.

**MARK W. DANIEL**  
**SUBSCRIBED AND SWORN TO** before me this  
25TH day of APRIL, 2024.



(Notary Public)



(Notary Public)

NOTARIAL PUBLIC STATE OF ILLINOIS

My Commission Expires 06/21/2024

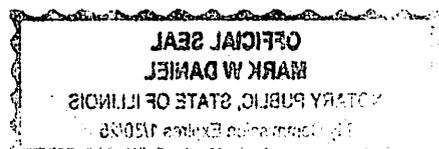
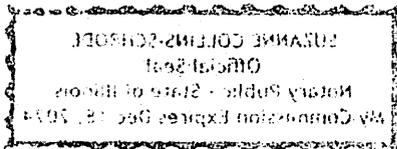
I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the State of Illinois.

Witness my hand and the seal of my office this 15th day of June, 2023, at Chicago, Illinois.

Notary Public, State of Illinois

My Commission Expires 06/21/2024

Notary Public, State of Illinois



LEGAL DESCRIPTION OF PROPERTY

PARCEL ONE (1308 S. MEYERS ROAD, PERMANENT INDEX NO. 06-21-102-010)

LOT 7 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

PARCEL TWO (1312 S. MEYERS ROAD, PERMANENT INDEX NOS. 06-21-102-011, -012, -013)

LOT 8, 9, AND 10 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

PARCEL THREE (1320 S. MEYERS ROAD, PERMANENT INDEX NO. 06-21-102-014)

LOT 11 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

PARCEL FOUR (1330 S. MEYERS ROAD, PERMANENT INDEX NO. 06-21-102-028)

LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT 521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, IN DUPAGE COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING: THAT PART OF LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT 521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT A AFORESAID AND RUNNING THENCE NORTH 00 DEGREES 01 MINUTES 21 SECONDS EAST ALONG THE EAST LINE OF

SAID LOT A , A DISTANCE OF 16.40 FEET (5.00 METERS); THENCE SOUTH 46 DEGREES 33 MINUTES 12 SECONDS WEST, 22.57 FEET (6.88 METERS) TO A POINT ON THE SOUTH LINE OF LOT A AFORESAID; THENCE SOUTH 86 DEGREES 54 MINUTES 56 SECONDS EAST ALONG SAID SOUTH LINE OF LOT A , A DISTANCE OF 16.40 FEET (5.00 METERS) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.



# INITIAL FEE QUOTE

Chicago Title Company, LLC  
5215 Old Orchard, #400  
Skokie, IL 60077  
Phone: (847)677-3410 Fax: (847)673-0645

Picklin & Lake  
5215 Old Orchard Rd., Ste 220  
Skokie, IL 60077

<b>Order Number:</b>	24CCO059035SK	<b>Invoice Date:</b>	4/17/2024
<b>Delivered:</b>		<b>Invoice Number:</b>	24CCO059035SK
<b>Buyer/Borrower(s):</b>	Afsar Developers, LLC	<b>Seller(s):</b>	Linda Giordano as Trustee
<b>Title Officer:</b>	Kyle Blenkle		

**Property Description (1):**

1308 South Meyers Road, Lombard, IL 60148  
Parcel ID(s): 06-21-102-010-0000

**Policies Applied For:** ALTA Owner's Policy 2021 \$575,000.00

Description	Seller Charge	Buyer Charge
Owner's Policy (Coverage \$575,000.00) (ALTA Owner's Policy 2021)	2,835.00	0.00
SE 32-06 - Homeowner's Inflation Protection (Residential)	0.00	175.00
SE 287 - Policy Modification 4	0.00	0.00
Escrow Fees	1,075.00	1,075.00
CPL Fee to Seller	50.00	0.00
CPL Fee to Buyer	0.00	25.00
Recording Fees (Mortgage/Deed of Trust)	0.00	76.00
County Transfer Tax (Deed)	287.50	0.00
State Transfer Tax	575.00	0.00
E Recording and Service Fees	0.00	25.00
Policy Update Fee	0.00	150.00
Commitment Update Fee	150.00	0.00
State of Illinois Policy Registration Fee	3.00	0.00
Wire Fee to Seller	50.00	0.00
Wire Fee to Buyer	0.00	50.00
<b>TOTALS:</b>	<b>\$5,025.50</b>	<b>\$1,576.00</b>
<b>GRAND TOTAL:</b>		<b>\$6,601.50</b>

Invoice Notes: This is a preliminary invoice based on current information and may change prior to closing.

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**24CCO059035SK**

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

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

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

**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

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ALTA Commitment for Title Insurance (07/01/2021)



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

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 5215 Old Orchard, #400 Skokie, IL 60077 Main Phone: (847)677-3410 Email: ctskokie@ctt.com	Chicago Title and Trust Company 5215 Old Orchard, #400 Skokie, IL 60077 Main Phone: (847)677-3410 Main Fax: (847)673-0645

Issued By: Picklin & Lake  
5215 Old Orchard Rd., Ste 220  
Skokie, IL 60077

**Order Number: 24CCO059035SK**

**Property Ref.:** 1308 South Meyers Road, Lombard, IL 60148

**SCHEDULE A**

1. Commitment Date: April 4, 2024

2. Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured: Afsar Developers, LLC  
Proposed Amount of Insurance: \$575,000.00  
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Linda Giordano as Trustee under the provisions of Linda Giordano Trust dated December 19, 2022

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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**EXHIBIT "A"**  
Legal Description

LOT 7 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

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ALTA Commitment for Title Insurance (07/01/2021)



**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. 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.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's 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.
8. 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.
9. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART I - Requirements**  
(continued)

**Title Insurance Agent:**

Picklin & Lake  
5215 Old Orchard Rd., Ste 220  
Skokie, IL 60077  
Phone: (847)965-8686  
Fax:

\_\_\_\_\_  
Authorized Signatory

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**SCHEDULE B, PART II - Exceptions**

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

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

**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. 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 8. Taxes for the years 2023 and 2024.  
Taxes for the years 2023 and 2024 are not yet due or payable.  
Permanent Tax No.: 06-21-102-010  
Note: Taxes for the year 2022 amounting to \$11,801.10 are paid of record.
- B 9. A mortgage to secure an indebtedness as shown herein, in the amount \$151,895.00, dated November 16, 2013, Phillip Giordano and Linda Giordano, husband and wife, mortgagor, JPMorgan Chase Bank, NA, mortgagee, recorded on November 25, 2013, as R2013-159437.
- C 10. Terms, powers, provisions, and limitations of the Trust under which title to the Land is held.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

- D 11. The Company should be furnished the following:
- a. A Certification of Trust executed by the trustee in accordance with 760 ILCS 3/1013, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or
  - b. In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a full copy of the trust agreement together with all amendments thereto.

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

- E 12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Afsar Developers, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

- F 13. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

- G 14. 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.

- H 15. Grant of a permanent easement and agreement in favor of the Village of Lombard, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property for water main and water distribution system, together

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ALTA Commitment for Title Insurance (07/01/2021)



**SCHEDULE B, PART II - Exceptions**  
(continued)

with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as document numbers R93-139049 and R93-139051, affecting a strip of Land 10 feet in width, being the East 43.00 feet (except the East 33.00 feet thereof taken for highway purposes) of the Land.

- I 16. Restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), contained in the certificate appended to the Plat of Deicke's Division, aforesaid, as follows:

No dwelling shall be erected closer than 30 feet from the West line of Meyers Road.

Note: Said instrument contains no provision for a forfeiture of or reversion of title in case of breach of condition.

- J 17. Rights of the public, the State of Illinois, and the municipality in and to that part of the Land lying within Meyers Road.

- K 18. Terms, provisions and conditions contained in instruments from the Village of Lombard as follows:

1. Ordinance No. 6270 authorizing the execution of an annexation agreement recorded as document number R2008-181907.
2. Ordinance No. 6271 annexing territory recorded as document number R2008-181908.
3. Ordinance No. 6272 approving a map amendment recorded as document number R2008-181909.
4. Notice of annexation of property into the Village of Lombard recorded as document number R2008-181919.
5. Notice of annexation of property into the Village of Lombard recorded as document number R2008-181920.

**END OF SCHEDULE B, PART II**

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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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ALTA Commitment for Title Insurance (07/01/2021)



## COMMITMENT CONDITIONS

## 1. DEFINITIONS

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

## 5. LIMITATIONS OF LIABILITY

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

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ALTA Commitment for Title Insurance (07/01/2021)



(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**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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ALTA Commitment for Title Insurance (07/01/2021)





Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.

If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Connecticut Residents:** For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**For Colorado Residents:** For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**For Nevada Residents:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginqueries@ag.state.nv.us](mailto:aginqueries@ag.state.nv.us).

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Utah Residents:** For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**For Virginia Residents:** For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**DISCLOSURE STATEMENT  
CONTROLLED BUSINESS ARRANGEMENT  
(By a Producer of Title Insurance Business or  
Associate Thereof)**

This Disclosure is made to: (Check one or both)  Seller/Owner  Buyer

Seller(s)/Owner(s) Linda Giordano Trust  
Buyer(s) Afsar Developers, LLC

Regarding the Property located at:  
1308 South Meyers Road, Lombard, IL 60148

Title Insurance Company, Title Insurance Agent, and/or Escrow Agent: Chicago Title

In connection with the property described above, the undersigned has recommended, or is about to recommend, the above named title insurance company, title agent, and/or escrow agent to the above named party(ies) to provide title insurance and/or escrow services.

The undersigned producer has a financial interest in the above name company/business, or is an associate of the party or entity which has said financial interest and therefore, makes, or has made, the following estimate of the fees and charges that are known and which will be made in connection with the recommended title and/or escrow services.

Only those charges which may be paid by the party(ies) to whom this disclosure is made, are (were) disclosed herein. If there are additional parties who choose to utilize services from the above name company/business, there may be additional charges for those services.

*Owner's Title Policy:	\$	<u>3,010.00</u>
*Mortgage Title Policy:	\$	<u>0.00</u>
Escrow or Closing Fee:	\$	<u>2,150.00</u>
Other Fees: _____	\$	<u>          </u>
Total Estimated Charges:	\$	<u>5,160.00</u>

\*These estimated figures include all charges/services such as title search, title examination, title insurance premiums, and final issuance of Policy(ies). These estimates may be revised if any unusual circumstances occur, unusual risks are "insured over", and/or lenders require special endorsements which extends their coverage.

You are not required to use Chicago Title as a condition for, settlement of your loan on, or purchase, sale, or refinance of, the subject property. There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

**DISCLOSURE STATEMENT  
CONTROLLED BUSINESS ARRANGEMENT  
(By a Producer of Title Insurance Business or Associate Thereof)  
(continued)**

The undersigned does hereby certify that the above disclosure was made to the above named party(ies) on

April 17, 2024.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

**SIGNATURE OF PRODUCER:**

Jeffrey Pickler  
Signature

APRIL 17, 2024  
Date

By: Jeffrey Pickler  
Print Name

Its: Attorney Producer Jeffrey Pickler  
Print Name

**ACKNOWLEDGMENT**

I/We have read this disclosure form and understand that Jeffrey Pickler  
(referring party) is referring me/us to purchase the above described settlement services from  
Chicago Title (provider receiving referral) and may receive a financial or other  
benefit as a result of this referral.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

**BUYER(S):**

Afsar Developers, LLC

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

**SELLER(S):**

Linda Giordano Trust

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

**NOTE: PURSUANT TO SECTION 18.(b) OF THE TITLE INSURANCE ACT, THE TITLE INSURANCE COMPANY, INDEPENDENT ESCROWEE, OR TITLE INSURANCE AGENT SHALL MAINTAIN THIS DISCLOSURE FORM FOR A PERIOD OF THREE (3) YEARS.**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**24ST00526SK**

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

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

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

## Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

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

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 5215 Old Orchard, #400 Skokie, IL 60077 Main Phone: (847)677-3410 Email: ctskokie@ctt.com	Chicago Title and Trust Company 5215 Old Orchard, #400 Skokie, IL 60077 Main Phone: (847)677-3410 Main Fax: (847)673-0645

Issued By: Law Offices of Naheed A. Amdani, PC  
 4909 W. Oakton St.  
 Skokie, IL 60077

**Order Number: 24ST00526SK**

**Property Ref.:** 1320 South Meyers Road, Lombard, IL 60148

### SCHEDULE A

1. Commitment Date: April 5, 2024
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021
    - Proposed Insured: Afsar Developers, LLC
    - Proposed Amount of Insurance: \$1,321,000.00
    - The estate or interest to be insured: Fee Simple
  - (b) ALTA Loan Policy 2021
    - Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured, its successors and/or assigns as their respective interests may appear
    - Proposed Amount of Insurance: \$1,321,000.00
    - The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
  - Fee Simple
4. The Title is, at the Commitment Date, vested in:
  - [Silvestre B. De Peralta and Estelita De Peralta, as joint tenants](#)
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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**EXHIBIT "A"**  
Legal Description

LOT 11 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

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**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. 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.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's 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.
8. 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.
9. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART I - Requirements**  
(continued)**Title Insurance Agent:**

Law Offices of Naheed A. Amdani, PC  
4909 W. Oakton St.  
Skokie, IL 60077  
Phone: (847)677-8700  
Fax: (847)677-8773

---

Authorized Signatory

**Service Provider:**

CLAS  
1328 N Milwaukee Ave, Fl 2  
Chicago, IL 60622  
Phone: (773)384-8200  
Fax: (773)384-8242

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**SCHEDULE B, PART II - Exceptions**

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

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

**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. 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 8. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- B 9. Taxes for the years 2023 and 2024.  
  
Taxes for the years 2023 and 2024 are not yet due or payable.  
  
Permanent Tax No.: 06-21-102-014-0000  
  
Note: Taxes for the year 2022 amounting to \$10,806.40 are paid of record.
- C 10. A mortgage to secure an indebtedness as shown herein, in the amount \$364,000.00 , dated April 29,

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**SCHEDULE B, PART II - Exceptions**

(continued)

2022, Silvestre B. DePeralta and Estelita DePeralta, mortgagor, Mortgage Electronic Registration Systems, Inc. as nominee for Stonehaven Mortgage Incorporated, mortgagee, recorded on May 4, 2022, as R2022-44677.

- D 11. 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.
- E 12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.
- Limited Liability Company: Afsar Developers LLC
- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
  - b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
  - c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
  - d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
  - e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- F 13. Chain of Title:
- Below find the last conveyance(s) of record including all the conveyance(s) in the last 24 months preceding the effective date of this title commitment.
- Trustee's Deed recorded May 4, 2022 as document no. R2022-044676 from Donna M. Skrzypek, as Trustee of the Donna N. Skrzypek Revocable Living Trust dated February 22, 2011 to Silvestre B. DePeralta and Estilita DePeralta, as joint tenants.
- This exception will not appear on the policy when issued.
- G 14. Note: terms and conditions of the Flagg Creek Water Reclamation District amended ordinance 756, recorded March 13, 2009, as document R2009-037066, which relate to the payment of user charges prior to the sale or transfer of real estate within the districts service area, the computation of water consumption, and the evaluation of connection permits for the sale of commercial property within said

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**SCHEDULE B, PART II - Exceptions**  
(continued)

service area. Ordinance provides in part that no person shall sell, transfer or otherwise convey title to or beneficial interest in any real property which is supplied with water service by the Flagg Creek Water Reclamation District without first obtaining a closing letter showing that all sewer assessments are paid in full.

- H 15. Restrictions (but omitting any such covenants or restrictions based on race, color, religion or national origin) contained in the certificate appended to the Plat of Deicke's Division, aforesaid, as follows:
- No dwelling shall be erected on Lots 5 to 12, inclusive, costing less than \$3,000.00 nor closer than 30 feet from the West line of Meyers Road.
- Note: A breach or violation of the above noted restrictions will not cause a forfeiture or reversion of title.
- I 16. Rights of the State of Illinois and the public in and to that part of the premises in question falling in Meyers Road.
- J 17. The Warranty Deed from Ruth E. Meyers and Harry Meyers, her husband, to Charles Lemke and Emma Lemke, his wife, dated August 11, 1950 and recorded January 12, 1951 as document 614313; Conveying Lot 6 except the North 5 feet, contains the following notation: Saving and reserving to the grantors, and all other owners of Lands located in the above-mentioned Deicke's Division and their successors in title, the right to maintain and replace existing water main or pipe running through the above-described premises, which said reservation shall constitute and be an easement running with the Land.
- K 18. Agreement by and between the York Center Community Co-Operative Inc., an Illinois Corporation non-profit, and the property owners of Deicke Subdivision, which outlines the plans and terms under which the Co-operative shall set aside and dedicate for use as a public road, a strip of Land 66 feet wide lying immediately West of and adjoining the Deicke Subdivision, and extending from Roosevelt Road on the North to 14TH street on the South, by instrument recorded May 25, 1955 as document 758511.
- L 19. An encroachment of the asphalt parking lot situated on said Land into or onto the adjoining land on the South, as disclosed by survey dated April 22, 2022 by Morris Engineering, Inc as job no. 22-04-0031.
- M 20. An encroachment of the concrete walks situated on said Land into or onto the adjoining land on the South, as disclosed by survey dated April 22, 2022 by Morris Engineering, Inc as job no. 22-04-0031.
- N 21. An encroachment of the asphalt drive situated on said Land into or onto the adjoining land on the North, as disclosed by survey dated April 22, 2022 by Morris Engineering, Inc as job no. 22-04-0031.
- O 22. An encroachment of the concrete wall situated on said Land into or onto the adjoining land on the North, as disclosed by survey dated April 22, 2022 by Morris Engineering, Inc as job no. 22-04-0031.
- P 23. An encroachment of the wood fence situated on land adjoining to the North into or onto said Land, as disclosed by survey dated April 22, 2022 by Morris Engineering, Inc as job no. 22-04-0031.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

- Q 24. The following endorsements have been approved for the loan policy:
- 1) ALTA Endorsement 9-06
  - 2) ALTA Endorsement 8.1 (Environmental)
  - 3) Location Note

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

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

**5. LIMITATIONS OF LIABILITY**

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

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(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**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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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Connecticut Residents:** For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**For Colorado Residents:** For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**For Nevada Residents:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginqueries@ag.state.nv.us](mailto:aginqueries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**24ST00429SK**

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

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

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

## Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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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*Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:*

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 5215 Old Orchard, #400 Skokie, IL 60077 Main Phone: (847)677-3410 Email: ctskokie@ctt.com	Chicago Title and Trust Company 5215 Old Orchard, #400 Skokie, IL 60077 Main Phone: (847)677-3410 Main Fax: (847)673-0645

Issued By: Law Offices of Naheed A. Amdani, PC  
 4909 W. Oakton St.  
 Skokie, IL 60077

**Order Number: 24ST00429SK**

**Property Ref.:** 1330 South Meyers Road, Lombard, IL 60148

### SCHEDULE A

1. Commitment Date: March 18, 2024
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021
 

Proposed Insured:	Afsar Developers, LLC
Proposed Amount of Insurance:	\$120,000.00
The estate or interest to be insured:	Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
 

Fee Simple
4. The Title is, at the Commitment Date, vested in:
 

[Shahan Ahmad and Asma Amin, husband and wife, as joint tenants](#)
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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**EXHIBIT "A"**  
Legal Description

LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT 521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, IN DUPAGE COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING:

THAT PART OF LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT 521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT A AFORESAID AND RUNNING THENCE NORTH 00 DEGREES 01 MINUTES 21 SECONDS EAST ALONG THE EAST LINE OF SAID LOT A , A DISTANCE OF 16.40 FEET (5.00 METERS); THENCE SOUTH 46 DEGREES 33 MINUTES 12 SECONDS WEST, 22.57 FEET (6.88 METERS) TO A POINT ON THE SOUTH LINE OF LOT A AFORESAID; THENCE SOUTH 86 DEGREES 54 MINUTES 56 SECONDS EAST ALONG SAID SOUTH LINE OF LOT A , A DISTANCE OF 16.40 FEET (5.00 METERS) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

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**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. 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.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's 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.
8. 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.
9. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART I - Requirements**  
(continued)**Title Insurance Agent:**

Law Offices of Naheed A. Amdani, PC  
4909 W. Oakton St.  
Skokie, IL 60077  
Phone: (847)677-8700  
Fax: (847)677-8773

---

Authorized Signatory

**Service Provider:**

CLAS  
1620 W. Belmont Ave  
Chicago, IL 60657  
Phone: (773)384-8200  
Fax: (773)384-8242

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**SCHEDULE B, PART II - Exceptions**

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

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

**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. 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.
- D 8. Taxes for the years 2022, 2023 and 2024.  
  
Taxes for the years 2023 and 2024 are not yet due or payable.  
  
Permanent Tax No.: 06-21-102-028-0000  
  
Note: Taxes for the year 2022 amounting to \$405.06 are paid of record.  
  
(Affects Land and other property)
- 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.
- E 10. Municipal Lien in favor of Township of York (Village) for Mowing Lien against Shahan Ahmad and Asma

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**SCHEDULE B, PART II - Exceptions**

(continued)

Amin in the amount of \$590.00 recorded on August 17, 2018 as Document No. R2018-77491.

- F 11. Municipal Lien in favor of Township of York (City) for Mowing Lien against Shahan Ahmad and Asma Amin in the amount of \$319.00 recorded on October 13, 2020 as Document No. R2020-117044.
- G 12. Municipal Lien in favor of The Township of York (City) for Mowing Lien against Shahan Ahmad and Asma Amin in the amount of \$284.00 recorded on July 16, 2021 as Document No. R2021-108177.
- H 13. Municipal Lien in favor of The Township of York (City) for Mowing Lien against Shahan Ahmad and Asma Amin in the amount of \$284.00 recorded on August 13, 2021 as Document No. R2021-122162.
- C 14. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.
- Limited Liability Company: Afsar Developers, LLC
- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
  - b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
  - c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
  - d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
  - e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

- M 15. Terms, provisions and conditions contained in agreement recorded May 25, 1955 as document 758511, between York Center Community Cooperative, Inc., an Illinois non-profit corporation, and the property owners of Deicke's Division, relating to the creation of School Street, and sharing the costs of said creation, and the future dedication of the South 33 feet of Lot 12 in Deicke's Division (also known as Lot A) as a public highway.

(Affects the West and South lines of the Land)

- N 16. Conditions contained in deed recorded January 28, 1957 as document 830800 from Alfred F. Beckman and Dorothy Beckman, his wife, to York Center Community Co-operative, Inc., relating to the express condition that premises shall, except for the improvements described in the easement herein reserved

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**SCHEDULE B, PART II - Exceptions**  
(continued)

unto the grantors, remain vacant and unimproved by any structure, temporary or permanent and nothing shall be placed on said property except grass, flowers, trees and shrubs and no use shall be made of said Land except landscaping for aesthetic purposes and in the event any structure, temporary or permanent, is placed on said property and anything is placed on said property other than grass, flowers, trees and shrubs or any use is made of said property except landscaping for aesthetic purposes, or if the grass or other ground cover is permitted to exceed eight (8") inches in height, this deed shall thereupon become null and void and the property herein described shall forthwith revert to the grantors, their heirs, devisees or successors in title. It is a further express condition of this conveyance that the grantee, or its assigns or successor in title shall pay all taxes levied against said property from time to time, when due and in the event of failure to so pay said taxes and demand by grantors or their assigns for the payment of said taxes and provided said taxes are not paid within thirty (30) days after said demand, this deed shall thereupon become null and void and the property herein described shall forthwith revert to the grantors, their heirs, devisees or successors in title.

(Affects Parcel 2)

- O 17. Restrictions contained in the certificate appended to the Plat of West York Center Community Co-operative, Inc., Subdivision, hereinafter described as follows:

Health Restriction: Due to a high seepage test in some portions of this Subdivision, it will be necessary on certain Lots to use 350 lineal feet of sub-surface tile line in conjunction with the septic tank sewage disposal system, until such time as the property owner produces evidence that such amount is excessive.

Note: Said instrument contains no provision for a forfeiture of or reversion of title in case of breach of condition.

- P 18. Restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons), contained in the certificate appended to the Plat of Deicke's Division of part of the Northwest 1/4 of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian, recorded July 9, 1924 as document 179881, as follows:

No dwelling shall be erected closer than 30 feet from the West line of Meyers Road.

(Affects Parcel 2)

- Q 19. Rights of the Public and the Municipality in and to that part of the Land falling within the public highway known as Meyers Road, running along the East line of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian.

- R 20. 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 School Street.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

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

**5. LIMITATIONS OF LIABILITY**

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

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**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.**

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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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## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Connecticut Residents:** For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**For Colorado Residents:** For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**For Nevada Residents:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginqueries@ag.state.nv.us](mailto:aginqueries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

# ALTA OWNER'S POLICY OF TITLE INSURANCE

issued by:



CHICAGO TITLE INSURANCE COMPANY

Policy Number:

**23GNW431053WC**

**This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.**

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
  - a. a defect in the Title caused by:
    - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
    - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
    - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
    - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
    - vii. a defective judicial or administrative proceeding; or
    - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
  - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
  - a. the occupancy, use, or enjoyment of the Land;
  - b. the character, dimensions, or location of an improvement on the Land;
  - c. the subdivision of the Land; or
  - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

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7. An exercise of the power of eminent domain, but only to the extent:
  - a. of the exercise described in an Enforcement Notice; or
  - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
  - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
    - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
    - ii. voidable transfer under the Uniform Voidable Transactions Act; or
  - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
    - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
    - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

### DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

#### Chicago Title Insurance Company

By:



Michael J. Nolan, President

Attest:



Marjorie Nemzura, Secretary

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**EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:**

Issued By: Richard L. Inskeep  
100 S. York Rd., Suite 200  
Elmhurst, IL 60126

Property Address: 1312 S Meyers Road, Lombard, IL 60148

**SCHEDULE A**

Policy Number: 23GNW431053WC

Date of Policy	Amount of Insurance
April 1, 2024	\$710,000.00

1. The Insured is:

Afsar Developers LLC, an Illinois limited liability company

2. The estate or interest in the Land insured by this policy is:

Fee Simple

3. The Title is vested in:

Afsar Developers LLC, an Illinois limited liability company

4. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

LOT 8, 9 AND 10 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

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## SCHEDULE B EXCEPTIONS FROM COVERAGE

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

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

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. 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.

8. Taxes for the years 2023 and 2024 .

Taxes for the years 2023 and 2024 are not yet due or payable.

Permanent Tax No.: [06-21-102-012](#)

Note: Taxes for the year 2022 amounting to \$4,670.62 are paid of record.

9. Taxes for the years 2023 and 2024 .

Taxes for the years 2023 and 2024 are not yet due or payable.

Permanent Tax No.: [06-21-102-011](#)

Note: Taxes for the year 2022 amounting to \$3,331.60 are paid of record.

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

10. Taxes for the years 2023 and 2024 .

Taxes for the years 2023 and 2024 are not yet due or payable.

Permanent Tax No.: 06-21-102-013

Note: Taxes for the year 2022 amounting to \$3,333.08 are paid of record.

11. Restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), contained in the certificate appended to the Plat of Deicke's Division, aforesaid, as follows:

No dwelling shall be erected closer than 30 feet from the West Line of Meyers road.

Note: Said instrument contains no provision for a forfeiture of or reversion of title in case of breach of condition.

(Affects all lots)

12. Rights of the public, the State of Illinois, and the municipality in and to that part of the Land lying within Meyers road.

13. Encroachment of the asphalt/concrete drive located mainly on the Land onto the property South and adjoining, as shown on Plat of Survey Number 96-14958-99"U" Prepared by Gentile and Associates, Inc. Dated February 25, 1999.

This exception Will not appear on the loan policy when issued.

14. Terms, provisions and conditions contained in agreement recorded July 1, 1993 as document R93-139052, made by trustee of the Erwin Hoepner land trust no. 1-316 and Board Of Education of Villa Park School District no. 45, relating to the Installation of a water main.

(affects the east 10 feet of lot 8 adjoining Meyers Road)

15. Terms, provisions and conditions contained in agreement recorded July 1, 1993 as document R93-139053, made by trustee of the Erwin Hoepner land trust no. 1-316 and Board Of Education of Villa Park School District no. 45, relating to the Installation of a water main.

(affects the east 10 feet of lot 8 adjoining Meyers Road)

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

16. The warranty deed from Ruth E. Meyers and Harry Meyers to Charles Lemke and Emma Lemke, dated August 11, 1950 and recorded January 12, 1951 as document 614313; conveying lot 6 except the north 5 feet, contains the following notation: Saving and reserving to the grantors, and all other owners of lands located in the above-mentioned Deicke's subdivision and their successors in title, the right to maintain and replace existing water main or pipe running through the above-described premises, which said reservation shall constitute and be an easement running with the land.
- (Affects lot8 and 10)
17. Agreement by and between the York center community co-operative inc., an Illinois Corporation, and the property owners of Deicke's subdivision, which outlines the plans and terms under which the co-operative shall set aside and dedicate for use as a public road, a strip of land 66 feet wide lying immediately west of and adjoining the Deicke's subdivision, and extending from Roosevelt road on the north to 14th street on the south, by instrument recorded May 25, 1955 as document 758511.
- (Affects lots 8 and 10)
18. An encroachment of the Concrete and Fence situated on land adjoining to the South into or onto said Land, as disclosed by Plat of Survey number 106667-23 prepared by ARS Surveying Service, LLC dated December 27, 2023.
19. An encroachment of the Gravel situated on land adjoining to the North into or onto said Land, as disclosed by Plat of Survey number 106667-23 prepared by ARS Surveying Service, LLC dated December 27, 2023.

**END OF SCHEDULE B**

**Title Insurance Agent:**

Richard L. Inskeep  
100 S. York Rd., Suite 200  
Elmhurst, IL 60126  
Phone: (630)530-5252  
Fax: (630)530-5274

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## CONDITIONS

## 1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
  - i. that is wholly owned by the Insured;
  - ii. that wholly owns the Insured; or
  - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
  - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
  - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
  - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
  - i.
    - (a). The Insured named in Item 1 of Schedule A;
    - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
    - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
    - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
      - (1). an Affiliate;
      - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
      - (3). a spouse who receives the Title because of a dissolution of marriage;
      - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
      - (5). another Insured named in Item 1 of Schedule A.
  - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

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(continued)

**2. CONTINUATION OF COVERAGE**

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*

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To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

## 8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
  - i. the Amount of Insurance; or
  - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
  - i. the Amount of Insurance will be increased by Fifteen Percent (15%); and
  - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

## 9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
  - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
  - ii. cures the lack of a right of access to and from the Land; or
  - iii. cures the claim of Unmarketable Title,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

## 10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

## 11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

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**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within thirty (30) days.

**13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT**

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

**14. POLICY ENTIRE CONTRACT**

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
  - i. modify any prior endorsement,
  - ii. extend the Date of Policy,
  - iii. insure against loss or damage exceeding the Amount of Insurance, or
  - iv. increase the Amount of Insurance.

**15. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

**16. CHOICE OF LAW AND CHOICE OF FORUM****a. Choice of Law**

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

**b. Choice of Forum**

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

**17. NOTICES**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:  
 Chicago Title Insurance Company  
 P.O. Box 45023  
 Jacksonville, FL 32232-5023  
 Attn: Claims Department

**18. CLASS ACTION**

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

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**19. ARBITRATION**

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than Two Million and No/100 Dollars (\$2,000,000), any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org).
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*
- d. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

**END OF CONDITIONS**

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Issued By:



CHICAGO TITLE INSURANCE COMPANY

Attached to Policy Number:

**23GNW431053WC**

General Exception number(s) 1-7 of Schedule B of this policy are hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Chicago Title Insurance Company**

Dated: April 1, 2024



DocId:20022400

Tx:40474741

**DEED IN TRUST**

KATHLEEN V. CARRIER, RECORDER  
DUPAGE COUNTY ILLINOIS  
01/09/2023 09:06 AM  
RHSP

DOCUMENT # R2023-001433

THIS INDENTURE WITNESSETH, that the Grantors, **Phillip Giordano and Linda Giordano**, of the County of DuPage and State of Illinois for and in consideration of TEN DOLLARS (\$10.00) in hand paid, CONVEY and WARRANT unto **Linda Giordano as Trustee under the provisions of Linda Giordano Trust dated December 19, 2022** the following described Real Estate in the County of DuPage and State of Illinois, to wit: *1746 LaLonde Ave, Lombard, IL 60148*

LOT 7 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 21 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924, IN BOOK 11 OF PLATS, PAGE 52, AS DOCUMENT 179881 IN DUPAGE COUNTY, ILLINOIS

SUBJECT TO COVENANTS CONDITIONS AND RESTRICTIONS OF RECORD

PERMANENT TAX NUMBERS: 06-21-102-010

Address of Real Estate: 1308 S. Meyers Rd., Lombard, IL 60148

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time in possession or reversion, by leases to commence in *presenti* or *futuro*, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part

of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the said grantor hereby, expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale or execution or otherwise.

IN WITNESS WHEREOF, the Grantors aforesaid have hereunto set their hands and seals this 19 day of Dec, 2022.

Phillip Giordano  
Grantor: Phillip Giordano

Linda Giordano  
Grantor: Linda Giordano

State of Illinois

County of McHenry

I, Patricia C. Kraft, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Phillip Giordano and Linda Giordano personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 19 day of December, 2022.

Patricia C. Kraft  
(Notary Public)



**Prepared by:**

**Mail To:**

(Patricia C. Kraft, Attorney at Law)  
131 East Calhoun Street  
Woodstock, IL 60098  
(815) 206-2200

**Name and Address of Taxpayer:**

Linda Giordano, Trustee  
1746 La Londe Ave., Lombard, IL 60148

**Exempt under provisions of Paragraph e**  
Section: 31-45, Property Tax Code.

12/19/22  
Date

Patricia C. Kraft  
Buyer, Seller or Representative

**TRUSTEES DEED  
Trust to LLC**

KATHLEEN V. CARRIER  
RECORDER  
DUPAGE COUNTY, IL  
04/01/2024 04:20 PM  
RHSP  
COUNTY TAX 355.00  
STATE TAX 710.00  
DOC NO. R2024-017088

CT  
236NW431053WC  
10/1

(The Above Space for Recorder's Use Only)

**GRANTOR**, MARY HOWES as Trustee of the MARY HOWES TRUST, dated December 16, 2010, of Oak Brook, Illinois, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, **CONVEY** and **WARRANT** to the **GRANTEE**, AFSAR DEVELOPERS LLC, an Illinois Limited Liability Company, the following described real estate in the County of DuPage in the State of Illinois, to wit:

\* 1312 S. Meyers Road  
Lombard, IL 60148

ADDRESS: 1312 S. MEYERS ROAD, LOMBARD, IL 60148  
PIN NO(S) 06-21-102-011, 06-21-102-012, and 06-21-102-013

LOTS 8, 9 AND 10 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

Together with the tenements and appurtenances thereunto belonging.

SUBJECT TO: (a) General real estate taxes not yet due and payable; ~~(b) Building, building line and use or occupancy restrictions,~~ conditions and covenants of record; ~~(c) Zoning laws and Ordinances;~~ (d) Easements for public utilities, so long as they do not interfere with the current use and enjoyment of the property.

Dated this 29th day of March, 2024.

Mary Howes

MARY HOWES - TRUSTEE

**STATE OF ILLINOIS  
DUPAGE COUNTY ss.**

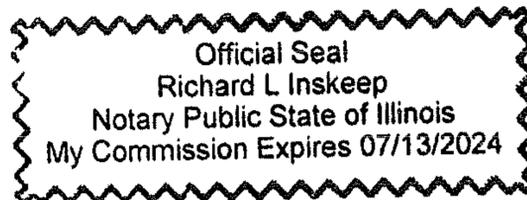
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that MARY HOWES, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notary seal, this 29th day of March, 2024.

Richard L. Inskeep Notary Public.

This Instrument Prepared by:

Richard L. Inskeep  
Attorney at Law  
100 South York, Suite 200,  
Elmhurst, IL 60126



**Mail to:**

. Naheed A. Amdani, Esq.  
4909 W. Oakton Street  
Skokie, IL 60077

**Send Tax Bills to:**

AFSAR DEVELOPERS LLC  
201 East Army Trail Road  
Suite #204  
Bloomington, IL 60108

**TRUSTEE'S DEED**  
**Statutory (Illinois)**

Mail to:

Silvestre B DePeralta and  
Estelita DePeralta  
1320 Meyers Rd.  
Lombard, IL 60148

Name & address of taxpayer:

Silvestre B DePeralta and  
Estelita DePeralta  
1320 Meyers Rd.  
Lombard, IL 60148

KATHLEEN V. CARRIER, RECORDER  
DUPAGE COUNTY ILLINOIS  
05/04/2022 10:08 AM  
RHSP  
COUNTY TAX STAMP FEE 227.50  
STATE TAX STAMP FEE 455.00

DOCUMENT # R2022-044676

THE GRANTOR(S), Donna M. Skrzypek, as Trustee of the Donna N. Skrzypek Revocable Living Trust dated February 22, 2011 of the Village of Naperville and State of Illinois, for and in consideration of TEN and NO/100ths DOLLARS and other good and valuable considerations in hand paid.

CONVEY AND WARRANT to Silvestre B. Deperalta & ESTELITA DE PERALTA, AS JOINT TENANTS all interest in the following described real estate situated in the County of DuPage, in the State of Illinois, to wit: of 1320 Meyers Road Lombard, IL 60148

LOT 11 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS

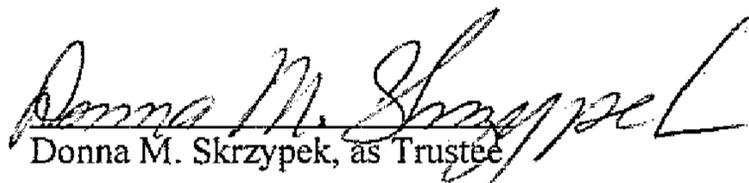
*Subject to the real estate taxes not yet due or payable and subsequent years, covenants, conditions, restrictions, and special assessments confirmed after the date of the contract, if any, easements of records, building lines, zoning ordinances, public right of ways for roads and highways.*

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND HOLD said premises in fee simple forever.

Permanent index number: 06-21-102-014

Property address: 1320 Meyers Road, Lombard, IL 60148

DATED this 21 day of April, 2022.

  
Donna M. Skrzypek, as Trustee

C.T.I./CY

229nw421139CS  
1022 RB

**TRUSTEE'S DEED**  
**Statutory (Illinois)**

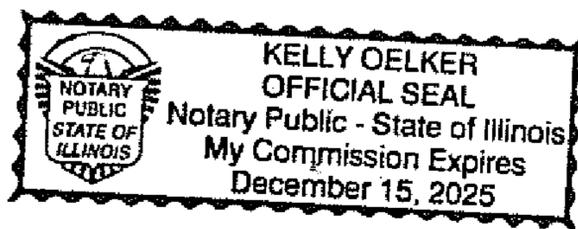
State of Illinois, County of DuPage ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donna M. Skrzypek, as Trustee

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and the person(s) acknowledged that the person(s) signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 27 day of April, 2022.

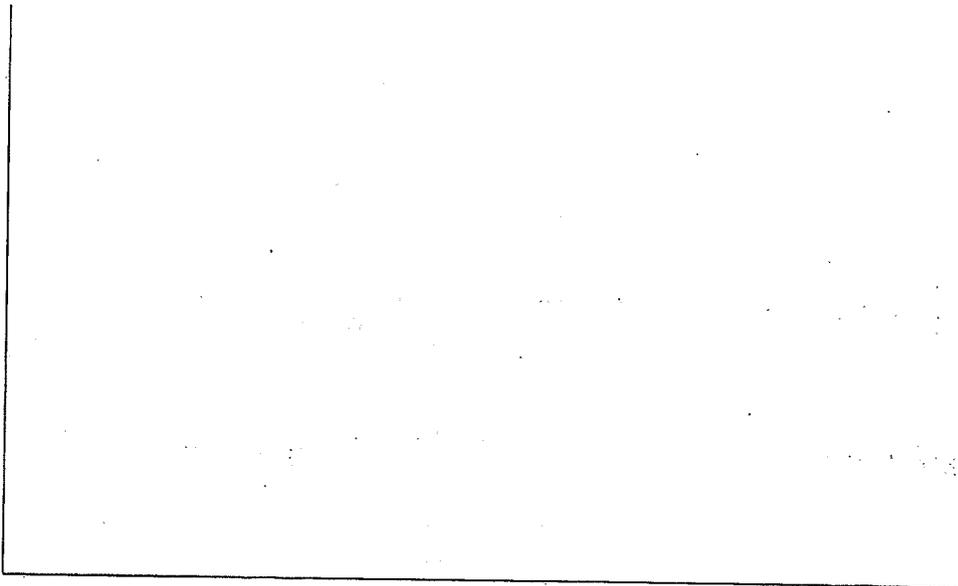
Commission expires Kelly Oelker

Recorder's Office Box No.



**NAME AND ADDRESS OF PREPARER:**  
Kevin Camden  
Camden Law Office  
5330 Main Street  
Ste. 200  
Downers Grove, IL 60515

**WARRANTY DEED**  
**Illinois Statutory**



THE GRANTORS, SHAHAN AHMAD and ASMA AMIN, husband and wife, of 249 Seabury Drive, Bolingbrook, IL 60440, for and in consideration of ten dollars (\$10.00), and other good and valuable consideration in hand paid, CONVEYS & WARRANTS to GRANTEE, AFSAR DEVELOPERS, LLC, an Illinois series limited liability company, of 201 E. Army Trail Rd., Suite #204, Bloomingdale, Illinois 60108, the following described Real Estate situated in the County of DuPage, in the State of Illinois, to wit:

LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT 521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, ~~INDUPAGE~~ COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING:

*IN DuPAGE*

THAT PART OF LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT 521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT A AFORESAID AND RUNNING THENCE NORTH 00 DEGREES 01 MINUTES 21 SECONDS EAST ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 16.40 FEET (5.00 METERS); THENCE SOUTH 46 DEGREES 33 MINUTES 12 SECONDS WEST, 22.57 FEET (6.88 METERS) TO A POINT ON THE SOUTH LINE OF LOT A AFORESAID; THENCE SOUTH 86 DEGREES 54 MINUTES 56 SECONDS EAST ALONG SAID SOUTH LINE OF LOT A, A DISTANCE OF 16.40 FEET (5.00 METERS) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

SUBJECT TO: Covenants, conditions and restrictions of record; building lines and easements; general real estate taxes for the year 2023 and subsequent years.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number: 0621102028  
Address of Real Estate: 1330 S. Meyers Rd., Lombard, Illinois 60138

Dated this 26th day of April, 2024.

By: Shahan Ahmad by his attorney in fact Andrew Heap  
SHAHAN AHMAD

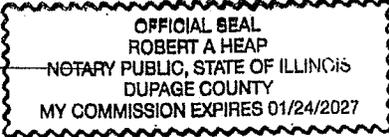
Asma Amin by her attorney in fact Andrew Heap  
ASMA AMIN

State of Illinois )  
County of DuPage ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANDREW HEAP, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 26th day of April, 2024

[Signature]  
Notary Public



Prepared by:  
Attorney Andrew Heap  
Kuhn, Heap & Monson  
101 N. Washington Street  
Naperville, Illinois 60540

Mail to:  
NANDED A. Amdani  
Law offices of Nanded A. Amdani, P.C.  
4909 Calton Street  
Skokie, IL 60077

Name and Address of Taxpayer:  
AFSAR DEVELOPERS LLC  
201 E. Army Trail Road Ste 204  
Bloomington, IL 60108

DISCLOSURE OF ECONOMIC INTERESTS AND AUTHORIZATION  
1308, 1312, 1320, 1330 South Meyers Road, Lombard, DuPage County, Illinois  
Permanent Index No. 06-21-102-010, -011, -012, -013, -014, -028  
LOTS 7-11 IN DEICKE'S DIVISION AND LOT A

This disclosure and authorization pertain to land owned by SILVESTRE B. DEPERALTA and ESTELITA DE PERALTA, as joint tenants, which is the subject of a contract for sale and purchase with AFSAR DEVELOPERS, LLC, an Illinois limited liability company, and commonly known as 1320 South Meyers Road, Lombard, DuPage County, Illinois, which has been assigned Permanent Index No. 06-21-102-014, and is legally described as follows:

LOT 11 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

AFSAR DEVELOPERS, LLC is the contract purchaser of the real estate described above and it is an Illinois limited liability company in good standing in the State of Illinois, and it has its principal place of business at 201 East Army Trail Road, Suite #204, Bloomingdale, Illinois 60108. The managers, located at the same address, are the AIK Living Trust, the SH Living Trust, and the SAK Living Trust.

The following are the owners of more than five percent (5%) of the membership interests in AFSAR DEVELOPERS, LLC:

NAME	ADDRESS	PERCENTAGE
AIK Living Trust	201 East Army Trail Road, Suite #204 Bloomingdale, Illinois 60108	____ 45
SAK Living Trust	201 East Army Trail Road, Suite #204 Bloomingdale, Illinois 60108	____ 45
HS Living Trust	201 East Army Trail Road, Suite #204 Bloomingdale, Illinois 60108	____ 10

The beneficiary of AIK Living Trust is Ahmed S. Irfan Khan (100%).  
The beneficiary of SAK Living Trust is Salman A. Khan (100%).  
The beneficiary of HS Living Trust is Hasan Syed (100%).

No person other than Silvestre B. DePeralta and Estelita De Peralta, as joint tenants, is an owner in fee of any current interest in the property described and identified above.

SILVESTRE B. DEPERALTA and ESTELITA DE PERALTA, as joint tenants, and AFSAR DEVELOPERS, LLC authorize Ahmed Khan, Mark Daniel, Daniel Law Office, P.C., civil engineer Jiun-Guang Lin, P.E., CFM, Ridgeline Consultants, LLC, architect JAKL Brandies Architects Ltd., West Chicago, Illinois, to engage with the COUNTY OF DUPAGE, VILLAGE OF LOMBARD, FLAGG CREEK WATER RECLAMATION DISTRICT, the GLENBARD WASTEWATER AUTHORITY, and, as needed, other units of government and governmental agencies, for the purposes of obtaining annexation, zoning, subdivision, development, utilities, and other relief of any kind or type under all applicable laws and regulations of the State, County, Village and other governmental agencies. Mark Daniel will be the lead contact.

This disclosure and authorization shall be applicable from the date signed for a period of one (1) year unless otherwise terminated or amended and it shall be effective for all matters involving the above agencies, provided, however, that it does not constitute a power of attorney.

This authorization to act on behalf of SILVESTRE B. DEPERALTA and ESTELITA DE PERALTA, as joint tenants, and AFSAR DEVELOPERS, LLC extends to 1308, 1312, 1320, and 1330 South Meyers Road, Lombard, DuPage County, Illinois (Permanent Index Nos. 06-21-102-010, -011, -012, -013, -014, and -028).

IN WITNESS WHEREOF, SILVESTRE B. DEPERALTA and ESTELITA DE PERALTA, as joint tenants, and AFSAR DEVELOPERS, LLC execute this document effective this \_\_\_ day of April, 2024.

AFSAR DEVELOPERS, LLC, an Illinois limited liability company

By: [Signature]  
Ahmed I. Khan, as Trustee of the AIK Living Trust, Manager

By: [Signature]  
Hasan Syed, as Trustee of the HS Living Trust, Manager

By: [Signature]  
Salman A. Khan, as Trustee of the SAK Living Trust, Manager

SILVESTRE B. DEPERALTA

ESTELITA DE PERALTA

Owner in Joint Tenancy

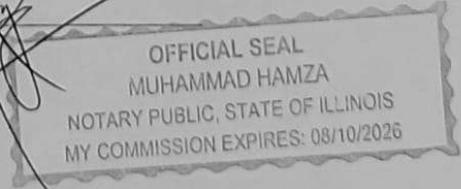
Owner in Joint Tenancy

STATE OF ILLINOIS )  
COUNTY OF Cook ) ss.

On this 30<sup>th</sup> day of ~~May~~ April, 2024, before me a Notary Public within and for said County and State, personally appeared Ahmed I. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for AIK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Ahmed I. Khan acknowledged the instrument to be the free act and deed of the company.

Notary Public

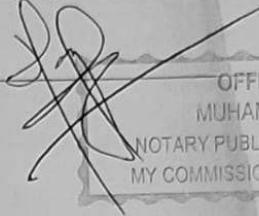
[Signature]



STATE OF ILLINOIS )  
COUNTY OF Cook ) ss.

On this 30<sup>th</sup> day of ~~May~~ April, 2024, before me a Notary Public within and for said County and State, personally appeared Hasan Syed, to me personally known, who being by me duly sworn did say that he has the power of direction for HS Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Hasan Syed acknowledged the instrument to be the free act and deed of the company.

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

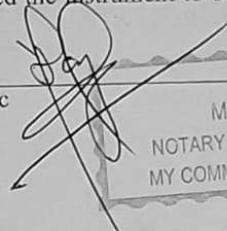


OFFICIAL SEAL  
MUHAMMAD HAMZA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 08/10/2026

STATE OF ILLINOIS )  
COUNTY OF Cook ) ss.

On this 30<sup>th</sup> day of ~~May~~ April, 2024, before me a Notary Public within and for said County and State, personally appeared Salman A. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for SAK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Salman A. Khan acknowledged the instrument to be the free act and deed of the company.

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



OFFICIAL SEAL  
MUHAMMAD HAMZA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 08/10/2026

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of May, 2024, before me a Notary Public within and for said County and State, personally appeared SILVESTRE B. DEPERALTA, to me personally known, who being by me duly sworn did say that he signed this instrument as his own free act and deed.

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

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of May, 2024, before me a Notary Public within and for said County and State, personally appeared ESTELITA DE PERALTA, to me personally known, who being by me duly sworn did say that she signed this instrument as her own free act and deed.

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

DISCLOSURE OF ECONOMIC INTERESTS AND AUTHORIZATION  
1308, 1312, 1320, 1330 South Meyers Road, Lombard, DuPage County, Illinois  
Permanent Index No. 06-21-102-010, -011, -012, -013, -014, -028  
LOTS 7-11 IN DEICKE'S DIVISION AND LOT A

This disclosure and authorization pertain to land owned by SILVESTRE B. DEPERALTA and ESTELITA DE PERALTA, as joint tenants, which is the subject of a contract for sale and purchase with AFSAR DEVELOPERS, LLC, an Illinois limited liability company, and commonly known as 1320 South Meyers Road, Lombard, DuPage County, Illinois, which has been assigned Permanent Index No. 06-21-102-014, and is legally described as follows:

LOT 11 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

AFSAR DEVELOPERS, LLC is the contract purchaser of the real estate described above and it is an Illinois limited liability company in good standing in the State of Illinois, and it has its principal place of business at 201 East Army Trail Road, Suite #204, Bloomingdale, Illinois 60108. The managers, located at the same address, are the AIK Living Trust, the SH Living Trust, and the SAK Living Trust.

The following are the owners of more than five percent (5%) of the membership interests in AFSAR DEVELOPERS, LLC:

NAME	ADDRESS	PERCENTAGE
AIK Living Trust	201 East Army Trail Road, Suite #204 Bloomingdale, Illinois 60108	____ 45
SAK Living Trust	201 East Army Trail Road, Suite #204 Bloomingdale, Illinois 60108	____ 45
HS Living Trust	201 East Army Trail Road, Suite #204 Bloomingdale, Illinois 60108	____ 10

The beneficiary of AIK Living Trust is Ahmed S. Irfan Khan (100%).  
The beneficiary of SAK Living Trust is Salman A. Khan (100%).  
The beneficiary of HS Living Trust is Hasan Syed (100%).

No person other than Silvestre B. DePeralta and Estelita De Peralta, as joint tenants, is an owner in fee of any current interest in the property described and identified above.

SILVESTRE B. DEPERALTA and ESTELITA DE PERALTA, as joint tenants, and AFSAR DEVELOPERS, LLC authorize Ahmed Khan, Mark Daniel, Daniel Law Office, P.C., civil engineer Jiun-Guang Lin, P.E., CFM, Ridgeline Consultants, LLC, architect JAKL Brandies Architects Ltd., West Chicago, Illinois, to engage with the COUNTY OF DUPAGE, VILLAGE OF LOMBARD, FLAGG CREEK WATER RECLAMATION DISTRICT, the GLENBARD WASTEWATER AUTHORITY, and, as needed, other units of government and governmental agencies, for the purposes of obtaining annexation, zoning, subdivision, development, utilities, and other relief of any kind or type under all applicable laws and regulations of the State, County, Village and other governmental agencies. Mark Daniel will be the lead contact.

This disclosure and authorization shall be applicable from the date signed for a period of one (1) year unless otherwise terminated or amended and it shall be effective for all matters involving the above agencies, provided, however, that it does not constitute a power of attorney.

This authorization to act on behalf of SILVESTRE B. DEPERALTA and ESTELITA DE PERALTA, as joint tenants, and AFSAR DEVELOPERS, LLC extends to 1308, 1312, 1320, and 1330 South Meyers Road, Lombard, DuPage County, Illinois (Permanent Index Nos. 06-21-102-010, -011, -012, -013, -014, and -028).

IN WITNESS WHEREOF, SILVESTRE B. DEPERALTA and ESTELITA DE PERALTA, as joint tenants, and AFSAR DEVELOPERS, LLC execute this document effective this \_\_\_\_ day of April, 2024.

AFSAR DEVELOPERS, LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Ahmed I. Khan, as Trustee of the AIK Living Trust, Manager

By: \_\_\_\_\_  
Hasan Syed, as Trustee of the HS Living Trust, Manager

By: \_\_\_\_\_  
Salman A. Khan, as Trustee of the SAK Living Trust, Manager

SILVESTRE B. DEPERALTA

ESTELITA DE PERALTA

  
\_\_\_\_\_  
Owner in Joint Tenancy

  
\_\_\_\_\_  
Owner in Joint Tenancy

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF \_\_\_\_\_ )       ss.

On this \_\_\_\_ day of May, 2024, before me a Notary Public within and for said County and State, personally appeared Ahmed I. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for AIK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Ahmed I. Khan acknowledged the instrument to be the free act and deed of the company.

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

STATE OF ILLINOIS )  
 )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of May, 2024, before me a Notary Public within and for said County and State, personally appeared Hasan Syed, to me personally known, who being by me duly sworn did say that he has the power of direction for HS Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Hasan Syed acknowledged the instrument to be the free act and deed of the company.

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

STATE OF ILLINOIS )  
 )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of May, 2024, before me a Notary Public within and for said County and State, personally appeared Salman A. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for SAK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Salman A. Khan acknowledged the instrument to be the free act and deed of the company.

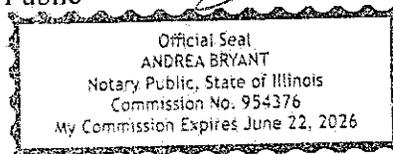
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF DuPage ) ss.

On this 1st day of May, 2024, before me a Notary Public within and for said County and State, personally appeared SILVESTRE B. DEPERALTA, to me personally known, who being by me duly sworn did say that he signed this instrument as his own free act and deed.

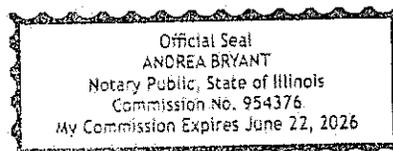
Andrea Bryant  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF DuPage ) ss.



On this 1st day of May, 2024, before me a Notary Public within and for said County and State, personally appeared ESTELITA DE PERALTA, to me personally known, who being by me duly sworn did say that she signed this instrument as her own free act and deed.

Andrea Bryant  
Notary Public



DISCLOSURE OF ECONOMIC INTERESTS AND AUTHORIZATION  
1308, 1312, 1320, 1330 South Meyers Road, Lombard, DuPage County, Illinois  
Permanent Index No. 06-21-102-010, -011, -012, -013, -014, -028  
LOTS 7-11 IN DEICKE'S DIVISION AND LOT A

This disclosure and authorization pertain to land owned by AFSAR DEVELOPERS, LLC, an Illinois limited liability company, and commonly known as 1312 and 1330 South Meyers Road, Lombard, DuPage County, Illinois, which has been assigned Permanent Index Nos. 06-21-102-011, -012, and -013 as well as 06-21-102-028, and is legally described as follows:

PARCEL 1 (Permanent Index Nos. 06-21-102-011, -012, and -013)

LOT 8, 9 AND 10 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2 (Permanent Index Nos. 06-21-102-028)

LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT 521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, IN DUPAGE COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING:

THAT PART OF LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT 521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT A AFORESAID AND RUNNING THENCE NORTH 00 DEGREES 01 MINUTES 21 SECONDS EAST ALONG THE EAST LINE OF SAID LOT A , A DISTANCE OF 16.40 FEET (5.00 METERS); THENCE SOUTH 46 DEGREES 33 MINUTES 12 SECONDS WEST, 22.57 FEET (6.88 METERS) TO A POINT ON THE SOUTH LINE OF LOT A AFORESAID; THENCE SOUTH 86 DEGREES 54 MINUTES 56 SECONDS EAST ALONG SAID SOUTH LINE OF LOT A , A DISTANCE OF 16.40 FEET (5.00 METERS) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

AFSAR DEVELOPERS, LLC is the owner of the real estate described above and it is an Illinois limited liability company in good standing in the State of Illinois, and it has its principal place of business at 201 East Army Trail Road, Suite #204, Bloomingdale, Illinois 60108. The

managers, located at the same address, are the AIK Living Trust, the SH Living Trust, and the SAK Living Trust.

The following are the owners of more than five percent (5%) of the membership interests in AFSAR DEVELOPERS, LLC:

NAME	ADDRESS	PERCENTAGE
AIK Living Trust	201 East Army Trail Road, Suite #204 Bloomingtondale, Illinois 60108	____ 45
SAK Living Trust	201 East Army Trail Road, Suite #204 Bloomingtondale, Illinois 60108	____ 45
HS Living Trust	201 East Army Trail Road, Suite #204 Bloomingtondale, Illinois 60108	____ 10

The beneficiary of AIK Living Trust is Ahmed S. Irfan Khan (100%).  
The beneficiary of SAK Living Trust is Salman A. Khan (100%).  
The beneficiary of HS Living Trust is Hasan Syed (100%).

AFSAR DEVELOPERS, LLC authorizes its attorney Mark Daniel, Daniel Law Office, P.C., its civil engineer Jiun-Guang Lin, P.E., CFM, Ridgeline Consultants, LLC, its architect JAKL Brandies Architects Ltd., West Chicago, Illinois, to engage with the COUNTY OF DUPAGE, VILLAGE OF LOMBARD, FLAGG CREEK WATER RECLAMATION DISTRICT, the GLENBARD WASTEWATER AUTHORITY, and, as needed, other units of government and governmental agencies, for the purposes of obtaining annexation, zoning, subdivision, development, utilities, and other relief of any kind or type under all applicable laws and regulations of the State, County, Village and other governmental agencies. Mark Daniel will be the lead contact.

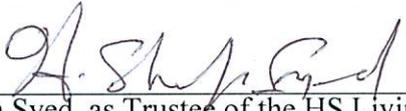
This disclosure and authorization shall be applicable from the date signed for a period of one (1) year unless otherwise terminated or amended and it shall be effective for all matters involving the above agencies, provided, however, that it does not constitute a power of attorney.

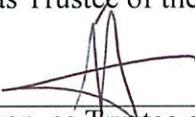
This authorization to act on behalf of AFSAR DEVELOPERS, LLC extends to 1308, 1312, 1320, and 1330 South Meyers Road, Lombard, DuPage County, Illinois (Permanent Index Nos. 06-21-102-010, -011, -012, -013, -014, and -028).

IN WITNESS WHEREOF, AFSAR DEVELOPERS, LLC executes this document effective this \_\_\_\_ day of April, 2024.

AFSAR DEVELOPERS, LLC, an Illinois limited liability company

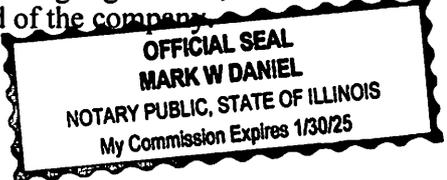
By:   
Ahmed I. Khan, as Trustee of the AIK Living Trust, Manager

By:   
Hasan Syed, as Trustee of the HS Living Trust, Manager

By:   
Salman A. Khan, as Trustee of the SAK Living Trust, Manager

STATE OF ILLINOIS )  
COUNTY OF DAKE ) ss.

On this 26<sup>th</sup> day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Ahmed I. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for AIK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Ahmed I. Khan acknowledged the instrument to be the free act and deed of the company.



*[Signature]*  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF DAKE ) ss.

On this 26<sup>th</sup> day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Hasan Syed, to me personally known, who being by me duly sworn did say that he has the power of direction for HS Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Hasan Syed acknowledged the instrument to be the free act and deed of the company.



*[Signature]*  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF DAKE ) ss.

On this 26<sup>th</sup> day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Salman A. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for SAK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Salman A. Khan acknowledged the instrument to be the free act and deed of the company.



*[Signature]*  
\_\_\_\_\_  
Notary Public

DISCLOSURE OF ECONOMIC INTERESTS AND AUTHORIZATION  
1308, 1312, 1320, 1330 South Meyers Road, Lombard, DuPage County, Illinois  
Permanent Index No. 06-21-102-010, -011, -012, -013, -014, -028  
LOTS 7-11 IN DEICKE'S DIVISION AND LOT A

This disclosure and authorization pertain to land owned by LINDA GIORDANO, as Trustee under the provisions of the Linda Giordano Trust dated December 19, 2022, which is the subject of a contract for sale and purchase with AFSAR DEVELOPERS, LLC, an Illinois limited liability company, and commonly known as 1308 South Meyers Road, Lombard, DuPage County, Illinois, which has been assigned Permanent Index No. 06-21-102-010, and is legally described as follows:

LOT 7 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

AFSAR DEVELOPERS, LLC is the contract purchaser of the real estate described above and it is an Illinois limited liability company in good standing in the State of Illinois, and it has its principal place of business at 201 East Army Trail Road, Suite #204, Bloomingdale, Illinois 60108. The managers, located at the same address, are the AIK Living Trust, the SH Living Trust, and the SAK Living Trust.

The following are the owners of more than five percent (5%) of the membership interests in AFSAR DEVELOPERS, LLC:

NAME	ADDRESS	PERCENTAGE
AIK Living Trust	201 East Army Trail Road, Suite #204 Bloomingdale, Illinois 60108	____ 45
SAK Living Trust	201 East Army Trail Road, Suite #204 Bloomingdale, Illinois 60108	____ 45
HS Living Trust	201 East Army Trail Road, Suite #204 Bloomingdale, Illinois 60108	____ 10

The beneficiary of AIK Living Trust is Ahmed S. Irfan Khan (100%).  
The beneficiary of SAK Living Trust is Salman A. Khan (100%).  
The beneficiary of HS Living Trust is Hasan Syed (100%).

LINDA GIORDANO is the sole holder of any current beneficial interest in the Linda Giordano Trust dated December 19, 2022. She also holds the power of direction.

LINDA GIORDANO, as Trustee, and AFSAR DEVELOPERS, LLC authorize Ahmed Khan, Mark Daniel, Daniel Law Office, P.C., civil engineer Jiun-Guang Lin, P.E., CFM, Ridgeline Consultants, LLC, architect JAKL Brandies Architects Ltd., West Chicago, Illinois, to engage with the COUNTY OF DUPAGE, VILLAGE OF LOMBARD, FLAGG CREEK WATER RECLAMATION DISTRICT, the GLENBARD WASTEWATER AUTHORITY, and, as needed, other units of government and governmental agencies, for the purposes of obtaining annexation, zoning, subdivision, development, utilities, and other relief of any kind or type under all applicable laws and regulations of the State, County, Village and other governmental agencies. Mark Daniel will be the lead contact.

This disclosure and authorization shall be applicable from the date signed for a period of one (1) year unless otherwise terminated or amended and it shall be effective for all matters involving the above agencies, provided, however, that it does not constitute a power of attorney.

This authorization to act on behalf of LINDA GIORDANO, as Trustee of the Linda Giordano Trust dated December 19, 2022, and AFSAR DEVELOPERS, LLC extends to 1308, 1312, 1320, and 1330 South Meyers Road, Lombard, DuPage County, Illinois (Permanent Index Nos. 06-21-102-010, -011, -012, -013, -014, and -028).

IN WITNESS WHEREOF, LINDA GIORDANO, as Trustee under the provisions of the Linda Giordano Trust dated December 19, 2022, and AFSAR DEVELOPERS, LLC execute this document effective this \_\_\_\_ day of April, 2024.

AFSAR DEVELOPERS, LLC, an Illinois limited liability company

By: [Signature]  
Ahmed I. Khan, as Trustee of the AIK Living Trust, Manager

By: [Signature]  
Hasan Syed, as Trustee of the HS Living Trust, Manager

By: [Signature]  
Salman A. Khan, as Trustee of the SAK Living Trust, Manager

LINDA GIORDANO, Trustee

[Signature]  
Trustee under the provision of the Linda Giordano Trust dated December 19, 2022

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

On this 29<sup>th</sup> day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Ahmed I. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for AIK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Ahmed I. Khan acknowledged the instrument to be the free act and deed of the company.

Notary Public



STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

On this 27th day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Hasan Syed, to me personally known, who being by me duly sworn did say that he has the power of direction for HS Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Hasan Syed acknowledged the instrument to be the free act and deed of the company.

Notary Public

OFFICIAL SEAL  
MUHAMMAD HAMZA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 08/10/2026

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

On this 29th day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Salman A. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for SAK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Salman A. Khan acknowledged the instrument to be the free act and deed of the company.

Notary Public

OFFICIAL SEAL  
MUHAMMAD HAMZA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 08/10/2026

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) ss.

On this 24 day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Linda Giordano, as Trustee under the provisions of the Linda Giordano Trust dated December 19, 2022, to me personally known as such trustee, who being by me duly sworn did say that she is said Trustee and that she signed this instrument as her own free act and deed and that of the Linda Giordano Trust dated December 19, 2022.

Notary Public

JAMES LAUDANTE  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Apr 4, 2026

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF DUPAGE        )        ss

**PETITION FOR ANNEXATION  
VILLAGE OF LOMBARD, ILLINOIS**

(1312 S. MEYERS ROAD)

Petitioner on oath states as follows:

1. The undersigned are the sole owners of record of all of the Subject Realty described as follows:

LOTS 8, 9, AND 10 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

2. The Subject Realty is assigned Permanent Index Nos. 06-21-102-011, 06-21-102-012, and 06-21-102-013 and all commonly known as 1312 S. Meyers Road, Lombard, DuPage County, Illinois 60148.
3. This petition is executed by all of the owner(s) of record of the Subject Realty described in Paragraphs 1-2.
4. No electors reside on the Subject Realty. No one resides on the Subject Realty.
5. No portion of the Subject Realty is within the corporate limits of any municipality.
6. The Subject Realty is contiguous to the Village of Lombard on its north and west property lines.
7. Petitioners desire to have the Subject Realty annexed to the Village of Lombard according to the conditions of annexation set forth in subparagraphs a through c of this Paragraph 7:
  - a. The Village shall annex the Subject Realty according to an annexation agreement deemed mutually acceptable by the corporate authorities of the Village of Lombard and Afsar Developers, LLC, an Illinois limited liability company;
  - b. The Village shall assign a base zoning classification of not more restrictive than the R2 Single-Family Residence District; and
  - c. The Village shall authorize a planned unit development with such exceptions and deviations necessary in order to allow the development of twenty-four (24) single-family homes on the Subject Realty and other land, the overall development site being commonly known as 1308, 1312, 1320 and 1330 S. Meyers Road

(Permanent Index Nos. 06-21-102-010, 06-21-102-011, 06-21-102-012, 06-21-102-013, 06-21-102-014, and 06-21-102-028) substantially according to, in the sole discretion of Afsar Developers, LLC, the various plans and drawings and written descriptions provided with the zoning application filed as of the same date of filing as this petition.

8. This Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Lombard pursuant to Illinois law or the same is withdrawn upon written notification by Petitioner.

WHEREFORE, the Petitioner respectfully submits that its petition that the Subject Realty be annexed by ordinance to the Village of Lombard, DuPage County, Illinois, is in accordance with the appropriate Illinois statutes and the annexation agreement to be ultimately reached between the applicant and the Village and the undersigned, on oath, states that the undersigned has read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

AFSAR DEVELOPERS, LLC, an  
Illinois limited liability company

By: [Signature]  
Ahmed I. Khan, as Trustee of the AIK Living Trust, Manager

By: [Signature]  
Hasan Syed, as Trustee of the HS Living Trust, Manager

By: [Signature]  
Salman A. Khan, as Trustee of the SAK Living Trust, Manager

STATE OF ILLINOIS            )  
  )        ss.  
COUNTY OF DUPAGE        )

On this 26<sup>th</sup> day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Ahmed I. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for AIK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Ahmed I. Khan acknowledged the instrument to be the free act and deed of the company.



[Signature]  
Notary Public

STATE OF ILLINOIS            )  
  )  
COUNTY OF LA SALLE        )            ss.

On this 26<sup>th</sup> day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Hasan Syed, to me personally known, who being by me duly sworn did say that he has the power of direction for HS Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Hasan Syed acknowledged the instrument to be the free act and deed of the company.

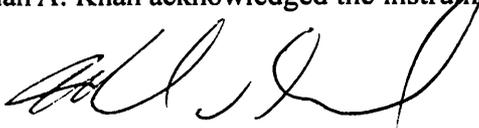


  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS            )  
  )  
COUNTY OF LA SALLE        )            ss.

On this 26<sup>th</sup> day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Salman A. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for SAK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Salman A. Khan acknowledged the instrument to be the free act and deed of the company.



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

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF DUPAGE        )        ss

**PETITION FOR ANNEXATION  
VILLAGE OF LOMBARD, ILLINOIS**

(1320 S. MEYERS ROAD)

Petitioner on oath states as follows:

1. The undersigned are the sole owners of record of all of the Subject Realty described as follows:

LOT 11 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

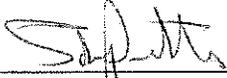
2. The Subject Realty is assigned Permanent Index Nos. 06-21-102-014 and is commonly known as 1320 S. Meyers Road, Lombard, DuPage County, Illinois 60148.
3. This petition is executed by all of the owner(s) of record of the Subject Realty described in Paragraphs 1-2.
4. No one currently resides at the Subject Realty identified in Paragraphs 1-2. No electors (registered voters) reside on the Subject Realty.
5. No portion of the Subject Realty is within the corporate limits of any municipality.
6. The Subject Realty is contiguous to the Village of Lombard on its north and west property lines.
7. Petitioners desire to have the Subject Realty annexed to the Village of Lombard according to the conditions of annexation set forth in subparagraphs a through c of this Paragraph 7:
  - a. The Village shall annex the Subject Realty according to an annexation agreement deemed mutually acceptable by the corporate authorities of the Village of Lombard and Afsar Developers, LLC, an Illinois limited liability company;
  - b. The Village shall assign a base zoning classification of not more restrictive than the R2 Single-Family Residence District; and
  - c. The Village shall authorize a planned unit development with such exceptions and deviations necessary in order to allow the development of twenty-four (24) single-family homes on the Subject Realty and other land, the overall development site being commonly known as 1308, 1312, 1320 and 1330 S. Meyers Road

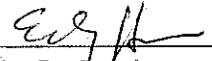
(Permanent Index Nos. 06-21-102-010, 06-21-102-011, 06-21-102-012, 06-21-102-013, 06-21-102-014, and 06-21-102-028) substantially according to, in the sole discretion of Afsar Developers, LLC, the various plans and drawings and written descriptions provided with the zoning application filed as of the same date of filing as this petition.

8. This Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Lombard pursuant to Illinois law or the same is withdrawn upon written notification by Petitioner.

WHEREFORE, the Petitioner respectfully submits that its petition that the Subject Realty be annexed by ordinance to the Village of Lombard, DuPage County, Illinois, is in accordance with the appropriate Illinois statutes and the annexation agreement to be ultimately reached between the applicant and the Village and the undersigned, on oath, states that the undersigned has read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

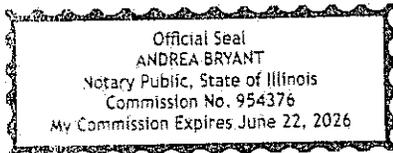
SILVESTRE B. DEPERALTA and ESTELITA DE PERALTA, as joint tenants

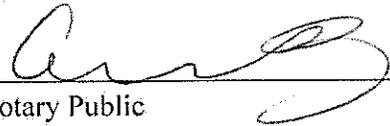
By:   
Silvestre B. DePeralta

By:   
Estelita De Peralta

STATE OF ILLINOIS        )  
  )        ss.  
COUNTY OF DuPage )

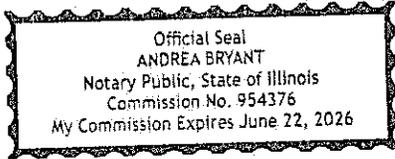
On this 1st day of May, 2024, before me a Notary Public within and for said County and State, personally appeared Silvestre B. DePeralta, to me personally known, who being by me duly sworn did say he is the owner of the Subject Realty described above, and that he signed this instrument on his own behalf, and acknowledged the instrument to be his free act and deed.

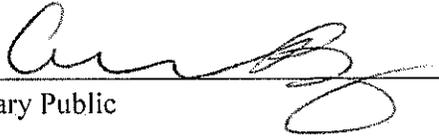


  
Notary Public

STATE OF ILLINOIS            )  
  )  
COUNTY OF DuPage            )            ss.

On this 1st day of May, 2024, before me a Notary Public within and for said County and State, personally appeared Estelita De Peralta, to me personally known, who being by me duly sworn did say she is the owner of the Subject Realty described above, and that she signed this instrument on her own behalf, and acknowledged the instrument to be her free act and deed.



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

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF DUPAGE        )        ss

**PETITION FOR ANNEXATION  
VILLAGE OF LOMBARD, ILLINOIS**

(1330 S. MEYERS ROAD)

Petitioner on oath states as follows:

1. The undersigned are the sole owners of record of all of the Subject Realty described as follows:

LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT 521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, IN DUPAGE COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING:

THAT PART OF LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT 521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT A AFORESAID AND RUNNING THENCE NORTH 00 DEGREES 01 MINUTES 21 SECONDS EAST ALONG THE EAST LINE OF SAID LOT A , A DISTANCE OF 16.40 FEET (5.00 METERS); THENCE SOUTH 46 DEGREES 33 MINUTES 12 SECONDS WEST, 22.57 FEET (6.88 METERS) TO A POINT ON THE SOUTH LINE OF LOT A AFORESAID; THENCE SOUTH 86 DEGREES 54 MINUTES 56 SECONDS EAST ALONG SAID SOUTH LINE OF LOT A , A DISTANCE OF 16.40 FEET (5.00 METERS) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

2. The Subject Realty is assigned Permanent Index No. 06-21-102-028 and is commonly known as 1330 S. Meyers Road, Lombard, DuPage County, Illinois 60148.

3. This petition is executed by all of the owner(s) of record of the Subject Realty described in Paragraphs 1-2.
4. No electors reside on the Subject Realty. No one resides on the Subject Realty.
5. No portion of the Subject Realty is within the corporate limits of any municipality.
6. The Subject Realty is contiguous to the Village of Lombard on its north and west property lines.
7. Petitioners desire to have the Subject Realty annexed to the Village of Lombard according to the conditions of annexation set forth in subparagraphs a through c of this Paragraph 7:
  - a. The Village shall annex the Subject Realty according to an annexation agreement deemed mutually acceptable by the corporate authorities of the Village of Lombard and Afsar Developers, LLC, an Illinois limited liability company;
  - b. The Village shall assign a base zoning classification of not more restrictive than the R2 Single-Family Residence District; and
  - c. The Village shall authorize a planned unit development with such exceptions and deviations necessary in order to allow the development of twenty-four (24) single-family homes on the Subject Realty and other land, the overall development site being commonly known as 1308, 1312, 1320 and 1330 S. Meyers Road (Permanent Index Nos. 06-21-102-010, 06-21-102-011, 06-21-102-012, 06-21-102-013, 06-21-102-014, and 06-21-102-028) substantially according to, in the sole discretion of Afsar Developers, LLC, the various plans and drawings and written descriptions provided with the zoning application filed as of the same date of filing as this petition.
8. This Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Lombard pursuant to Illinois law or the same is withdrawn upon written notification by Petitioner.

WHEREFORE, the Petitioner respectfully submits that its petition that the Subject Realty be annexed by ordinance to the Village of Lombard, DuPage County, Illinois, is in accordance with the appropriate Illinois statutes and the annexation agreement to be ultimately reached between the applicant and the Village and the undersigned, on oath, states that the undersigned has read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

AFSAR DEVELOPERS, LLC, an Illinois limited liability company

By:  \_\_\_\_\_

Ahmed I Khan, as Trustee of the AIK Living Trust, Manager

By: *Hasan Syed*

Hasan Syed, as Trustee of the HS Living Trust, Manager

By: *Salman A. Khan*

Salman A. Khan, as Trustee of the SAK Living Trust, Manager

STATE OF ILLINOIS        )  
  )  
COUNTY OF *DeWitt*        )        ss.

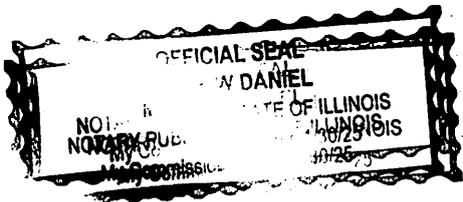
On this *26<sup>th</sup>* day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Ahmed I. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for AIK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Ahmed I. Khan acknowledged the instrument to be the free act and deed of the company.



*Mark W Daniel*  
Notary Public

STATE OF ILLINOIS        )  
  )  
COUNTY OF *DeWitt*        )        ss.

On this *26<sup>th</sup>* day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Hasan Syed, to me personally known, who being by me duly sworn did say that he has the power of direction for HS Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Hasan Syed acknowledged the instrument to be the free act and deed of the company.



*Mark W Daniel*  
Notary Public

1947

RECEIVED

COMMUNICATIONS SECTION

U.S. DEPARTMENT OF JUSTICE

WASHINGTON, D. C.

TO: SAC, NEW YORK

FROM: SAC, PHOENIX

SUBJECT: [Illegible]

RECORDED

INDEXED

COMMUNICATIONS SECTION

U.S. DEPARTMENT OF JUSTICE

WASHINGTON, D. C.

[Illegible text]

RECORDED

INDEXED

COMMUNICATIONS SECTION

U.S. DEPARTMENT OF JUSTICE

WASHINGTON, D. C.

STATE OF ILLINOIS )

COUNTY OF DePue )

ss.

On this 26<sup>th</sup> day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Salman A. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for SAK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Salman A. Khan acknowledged the instrument to be the free act and deed of the company.



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



STATE OF ILLINOIS        )  
                                  )  
COUNTY OF DUPAGE        )        ss

**SUPPLEMENTAL PETITION FOR ANNEXATION  
(FOLLOWING CLOSING)  
VILLAGE OF LOMBARD, ILLINOIS**

(1320 S. MEYERS ROAD)

Petitioner on oath states as follows:

- 1. The undersigned are the sole owners of record of all of the Subject Realty described as follows:

LOT 11 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

- 2. The Subject Realty is assigned Permanent Index Nos. 06-21-102-014 and is commonly known as 1320 S. Meyers Road, Lombard, DuPage County, Illinois 60148.
- 3. This petition is executed by all of the owner(s) of record of the Subject Realty described in Paragraphs 1-2.
- 4. No one currently resides at the Subject Realty identified in Paragraphs 1-2. No electors (registered voters) reside on the Subject Realty.
- 5. No portion of the Subject Realty is within the corporate limits of any municipality.
- 6. The Subject Realty is contiguous to the Village of Lombard on its north and west property lines.
- 7. Petitioners desire to have the Subject Realty annexed to the Village of Lombard according to the conditions of annexation set forth in subparagraphs a through c of this Paragraph 7:
  - a. The Village shall annex the Subject Realty according to an annexation agreement deemed mutually acceptable by the corporate authorities of the Village of Lombard and Afsar Developers, LLC, an Illinois limited liability company;
  - b. The Village shall assign a base zoning classification of not more restrictive than the R2 Single-Family Residence District; and
  - c. The Village shall authorize a planned unit development with such exceptions and deviations necessary in order to allow the development of twenty-four (24) single-family homes on the Subject Realty and other land, the overall development site

being commonly known as 1308, 1312, 1320 and 1330 S. Meyers Road (Permanent Index Nos. 06-21-102-010, 06-21-102-011, 06-21-102-012, 06-21-102-013, 06-21-102-014, and 06-21-102-028) substantially according to, in the sole discretion of Afsar Developers, LLC, the various plans and drawings and written descriptions provided with the zoning application filed as of the same date of filing as this petition.

- 8. This Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Lombard pursuant to Illinois law or the same is withdrawn upon written notification by Petitioner.

WHEREFORE, the Petitioner respectfully submits that its petition that the Subject Realty be annexed by ordinance to the Village of Lombard, DuPage County, Illinois, is in accordance with the appropriate Illinois statutes and the annexation agreement to be ultimately reached between the applicant and the Village and the undersigned, on oath, states that the undersigned has read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

AFSAR DEVELOPERS, LLC, an Illinois limited liability company

By: [Signature]  
Ahmed I. Khan, as Trustee of the AIK Living Trust, Manager

By: [Signature]  
Hasan Syed, as Trustee of the HS Living Trust, Manager

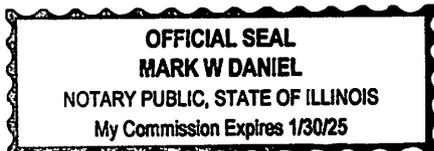
By: [Signature]  
Salman A. Khan, as Trustee of the SAK Living Trust, Manager

STATE OF ILLINOIS            )  
  )        ss.  
COUNTY OF DuPage        )

On this 21<sup>st</sup> day of May, 2024, before me a Notary Public within and for said County and State, personally appeared Ahmed I. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for AIK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Ahmed I. Khan acknowledged the instrument to be the free act and deed of the company.

[Signature]

Notary Public

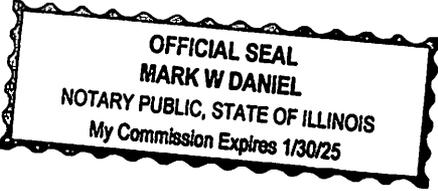


STATE OF ILLINOIS        )  
  )  
COUNTY OF DuPage        )        ss.

On this 21<sup>st</sup> day of May, 2024, before me a Notary Public within and for said County and State, personally appeared Hasan Syed, to me personally known, who being by me duly sworn did say that he has the power of direction for HS Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Hasan Syed acknowledged the instrument to be the free act and deed of the company.

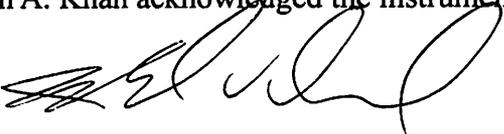


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Notary Public

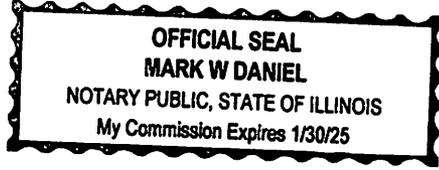


STATE OF ILLINOIS        )  
  )  
COUNTY OF DuPage        )        ss.

On this 21<sup>st</sup> day of May, 2024, before me a Notary Public within and for said County and State, personally appeared Salman A. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for SAK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Salman A. Khan acknowledged the instrument to be the free act and deed of the company.



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





DuPage County  
Information Technology Department  
GIS Division  
421 N County Farm Rd.  
Wheaton, IL 60187  
Ph# (630)407-5000  
Email: gis@dupageco.org

DuPage Maps Portal:  
<https://dupage.maps.arcgis.com/home>

DuPage County, Illinois Web Site:  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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