

Daniel Law Office, P.C.

April 29, 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: 855 East Roosevelt Road, Lombard, DuPage County, Illinois
Permanent Index No. 06-21-100-013 *Creekview Plaza*
Conditional Use, Variations, Subdivision, Amended Site Plan Approval

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

I represent Safa Property, LLC, an Illinois limited liability company, which is the owner of the above-referenced vacant real estate. As you may be aware, hundreds of thousands of dollars went into attempting to develop a Usmania Prime restaurant and banquet facility at this location, but financing constraints and a few other factors have forced a reduction in size of the building. Still, the owner has pursued Lombard and DuPage County permitting as well as Illinois Department of Transportation review for release of an access restriction, and it intends to embark on construction shortly.

The project now involves a two-story, multi-tenant building with an orientation to Roosevelt Road. The shorter building will host commercial uses, including a drive-through facility, and a lobby entrance on the first floor. It will host a restaurant (typically breakfast and lunch) and banquet facility (typically evenings) on the second floor. The use is less impactful than the prior use, but it is necessary to amend the site plan and adjust the 2022 approvals.

I am enclosing 15 copies of the following items (unless otherwise noted):

1. (001) The Village's form application for zoning relief (15 copies);
2. (002) Legal description;
3. (003) Last deed (one copy);
4. (004) Most recent title insurance policy (one copy);
5. (005) Last real estate tax information bill (one copy);
6. (006) Disclosure and Authorization (one copy);
7. (007) Reimbursement Acknowledgment (one copy);
8. (008) Survey prepared by Gentile & Associates, Inc. (one copy);

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

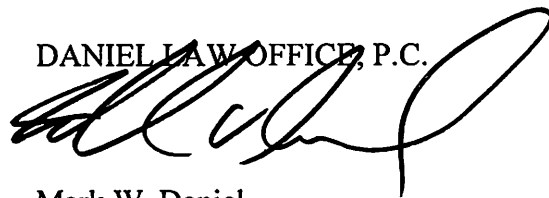
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9. (009) 2023 DuPage GIS Aerial Photo (neighborhood) (one copy);
10. (010) Site Plan prepared by Watermark Engineering Resources;
11. (011) Landscape Plan Sheet 1, prepared by J. Davito Design, Inc. for Watermark Engineering Resources;
12. (012) Landscape Plan Sheet 2, prepared by J. Davito Design, Inc. for Watermark Engineering Resources;
13. (013) Landscape Plan Sheet 3, prepared by J. Davito Design, Inc. for Watermark Engineering Resources;
14. (014) Landscape Plan Sheet 4, prepared by J. Davito Design, Inc. for Watermark Engineering Resources;
15. (015) Photometric Plan prepared by Watermark Engineering Resources;
16. (016) [PLACEHOLDER ONLY FOR PRELIMINARY ENGINEERING]
17. (017) Sheet 6.0 Building Elevations prepared by Purohit Architects;
18. (018) Sheet 6.1 Building Elevations prepared by Purohit Architects;
19. (019) Site Details prepared by Purohit Architects;
20. (020) Sheet 3.0 Main Floor Plan prepared by Purohit Architects;
21. (021) Sheet 3.1 2nd Floor Plan prepared by Purohit Architects;
22. (022) Table of Compliance (one copy until after intake review);
23. (023) Parking Calculations (one copy until after intake review);
24. (024) Sign Table (one copy until after intake review);
25. (025) Itemization of Relief (one copy until after intake review);
26. (026) Project Narrative (one copy until after intake review);
27. (027) PLACEHOLDER
28. (028) PLACEHOLDER
29. (029) Kane-DuPage LUO No. 22-009 (one copy);
30. (030) Notice List (one copy);
31. (031) Notice Parcel Map (one copy);
32. (032) Resubdivision (Sheet 1) prepared by Gentile & Associates; and
33. (033) Resubdivision (Sheet 2) prepared by Gentile & Associates.

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: Safa Property LLC

VILLAGE OF LOMBARD

PLAN COMMISSION

PETITION FOR PUBLIC HEARING

(AMEND **ORD 8077**) **CONDITIONAL USE** **REZONING** **PLANNED DEVELOPMENT** **TEXT AMENDMENT**
 VARIATION(S) **COMP. PLAN AMENDMENT** **ANNEXATION** **SITE PLAN APPROVAL**
 MINOR SUBDIVISION **MAJOR SUBDIVISION**
(TO RELEASE ACCESS RESTRICTION)

ADDRESS OF SUBJECT PROPERTY: 855 EAST ROOSEVELT ROAD, LOMBARD, ILLINOIS 60148

(*Facilities Planning Area. INFORMATION REQUIRED ONLY FOR ANNEXATIONS.)

P.I.N. NO(S): 06-21-100-013 FPA*: GLENBARD

PETITIONER: SAFA PROPERTY LLC PHONE NO.: (630) 833-3311 X 1

CONTACT NAME: MARK W. DANIEL, DANIEL LAW OFFICE, P.C. PHONE NO.: (312) 927-0177

PETITIONERS ADDRESS: 17W733 BUTTERFIELD ROAD, SUITE 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

OWNER(S) OF PROPERTY: _____ PHONE NO.: _____

OWNER'S ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EXISTING ZONING: B4A AREA OF PROPERTY (in acres): 2.45

EXISTING LAND USE(S): VACANT

EXISTING SITE IMPROVEMENTS: VACANT

DESCRIPTION OF REQUEST (attach additional pages as needed): _____

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

MARK W. DANIEL (PURSUANT TO OWNER'S AUTHORIZATION) ATTORNEY

SAFA PROPERTY LLC SAFA NOOR MANAGING MEMBER

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

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

APRIL 26, 2024

APRIL, 2024

(signature of petitioner)

(date)

(signature of owner)

(date)

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

SUBSCRIBED AND SWORN TO before me this 25th day of APRIL, 2024.



(Notary Public)



(Notary Public)

PLAN COMMISSION

SUBMITTAL REQUIREMENTS

FOR PETITION FOR PUBLIC HEARING

The following documentation must be completed and submitted with the filing:
(Submittal Requirements may vary; please verify with Community Development staff prior to submittal.)

- X Completed Petition for Public Hearing, signed and notarized and including all information in detail. Attachment of additional narrative information as needed.
- X Fifteen (15) copies of a *PLAT OF SURVEY* and *LEGAL DESCRIPTION* for the subject property.
- X Fifteen (15) copies of a *SITE PLAN*, drawn to scale, showing all existing and proposed improvements and structures with exact dimensions and setbacks.
- X Fifteen (15) copies of a *LANDSCAPE PLAN* (for non-single-family residential only). The landscape plan shall be drawn to scale and shall include the location, size, quantity, and name (both botanical and common) of all existing and proposed landscape materials and features such as trees, shrubbery, and ground cover; including an indication of existing materials to be preserved and one foot contours of all proposed berming.
- X Fifteen (15) copies of a Preliminary Plat of Subdivision certified by a land surveyor registered with the State of Illinois, drawn to an engineer's scale of one inch equals fifty feet (1" = 50') or larger, and including:
 - a. the name of the proposed subdivision
 - b. a legal description of the property being subdivided
 - c. the date of preparation and of all subsequent revisions
 - d. scale, north arrow, and name and address of person preparing the plat
 - e. boundary lines, dimensions to the nearest hundredth of a foot, lot numbers, and lot areas
 - f. the name, location, and width of all existing and proposed rights-of-way, easements, and common areas, as well as any other dedications within and/or adjacent to the subdivision
 - g. all required easement language
 - h. the location and dimensions of all required building setbacks
 - i. the applicable parcel numbers (P.I.N.s) of all properties to be subdivided
 - j. all required signature and dedication blocks
- X One (1) 8.5" x 11" reduced copy of the site plan, landscape plan, and plat of subdivision (those which are applicable).
- X Response to the applicable *STANDARDS*. This response must be in writing and must specify in detail why each of the standards is true or being met.
- X Copy of completed Kane-DuPage Soil and Water Conservation District Land-Use Opinion Application (original to be submitted to SWCD office). (LAND USE OPINION 22-009, MARCH 11, 2022 REMAINS VALID)
- X Copy of the notification of the state of Illinois, Department of Conservation, regarding the Endangered Species Protection Act (original to be submitted to the DOC office).
- X Additional documentation, plans, or surveys as requested by the Department of Community Development.
- X Digital copies of all required submittal documents. All files to be submitted in pdf format via email or USB drive.
- X Applicable fees – Consult fee schedule. (Fees must be paid no less than 14 days prior to the scheduled public hearing date.)

PLANS WILL NOT BE ACCEPTED UNLESS THEY ARE DRAWN TO A STANDARD ENGINEER'S SCALE AND FOLDED NOT TO EXCEED 8.5" X 14' IN AREA; FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN UNNECESSARY DELAYS.

Public Hearing Fee Schedule for Plan Commission and Zoning Board of Appeals Petitions/Applications

			Fees
Subdivisions			
Major & minor plats (preliminary or final)	\$375 plus \$75 per acre (or portion thereof)		\$ 600.00
Final plats (with preliminary plat approval)	\$375.00		\$ _____
Administrative plats of vacation, casement dedication or abrogation	\$200 plus \$75 each additional page		\$ _____
Annexations			
One single-family residential lot *	No fee		
All others	\$550		\$ _____
* If a petition for annexation of the subject property has previously been either withdrawn or denied within the last three years, the fee shall be \$250.			
Variations or Deviations			
	First Variation or Deviation	Each additional after the first variation/deviation	
One single-family residential lot			
Principal building	\$425	\$125	\$ _____
Accessory structure	\$300	\$125	\$ _____
Fence	\$300	\$125	\$ _____
More than one single-family residence or any non-residential use			
	First Variation or Deviation	Each additional after the first variation/deviation	
Principal building	\$725	\$125	\$ _____
Accessory structure	\$550	\$125	\$ 675.00
Sign	\$550	\$125	\$ _____
Fence	\$375	\$125	\$ _____
Conditional Uses			
	First conditional use	Each additional conditional use after the first conditional use	
	\$725	\$125	\$ 725.00
Planned Developments			
Application for a planned development	\$725 plus \$75 per acre (or portion thereof)		\$ _____
Site plan approval (principal structures)	\$600		\$ _____
Planned development amendment	\$725		\$ _____
Map Amendments & Text Amendments			
Map amendment – single-family residence	\$500		\$ _____
Map amendment – all others	\$725 plus \$75 per acre (or portion thereof)		\$ _____
Text amendment	\$725		\$ _____

Public Hearing Fee Schedule for Plan Commission and Zoning Board of Appeals Petitions/Applications

		Fees
Appeals of Administrative Actions (fees shall be refundable if the appeal is upheld)		
One single-family residential lot	\$425	\$ _____
All others	\$725	\$ _____
Requests for Continuance (requests not agreed to by staff; per request)		
One single-family residence	\$90	\$ _____
All others	\$375	\$ _____
Newspaper Publication Fee	\$250	\$ <u>250.00</u>
Court Reporter Appearance (Plan Commission cases)	\$50	\$ <u>50.00</u>
Attorney Review Fee (Plan Commission cases)	\$85	\$ <u>85.00</u>
Public Hearing Signs		
Conditional use	\$125	\$ <u>125.00</u>
Map amendment	\$125	\$ _____
All others	n/a	\$ _____
Traffic Impact Studies		\$ <u>1,000.00</u>
A deposit of \$1,000 for traffic impact analysis services shall accompany all applications for:		
<ul style="list-style-type: none"> · Preliminary or final plats; · Rezonings (other than for one single-family residence); · Variations and conditional uses related to parking, vehicular drive-through services, or other matters impacting vehicular circulation or traffic generation; and · Planned developments 		
<p>If the Village's costs for such services exceeds the deposit, the applicant shall reimburse the additional costs incurred by the Village. If such costs are less than the deposit, the Village shall return the difference to the applicant. The total cost incurred by the applicant for such services shall not exceed \$10,000. No permits for the use or development of land shall be issued until the Village has received final payment of all traffic advisory services fees.</p>		
Other Professional Services (as needed) (EXCESS DEPOSIT FOR CONVENIENCE)		\$ <u>465.00</u>
TOTAL FEES DUE:		\$ <u>4,000.00</u>

Per Section 13.04, if the item for relief is constructed prior to receiving relief, fees may be doubled. All fees must be paid in full no later than 14 days prior to the scheduled public hearing date.

LEGAL DESCRIPTION

LOT 1 IN CHRISTOFARO AND DIFEBO SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 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 APRIL 16, 1997 AS DOCUMENT R97-052817, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 855 East Roosevelt Road, Lombard, DuPage County, IL 60148

Parcel ID(s): 06-21-100-013

Prepared By:

O'Keefe Lewis & Bruno PC

9239 Gross Point Road

Skokie, IL 60077

KATHLEEN V. CARRIER
RECORDER
DUPAGE COUNTY, IL
03/29/2024 04:17 PM
RHSP

DOC NO. R2024-016838

RE-RECORDING COVER SHEET

*Re-recording document to correct the legal description.

WARRANTY DEED

Statutory (Illinois)
(LLC TO LLC)

CAUTION: Consult a lawyer before using or acting under this form. *Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.*

PRECISION TITLE

Doc 21-17076 1/1



8 1 0 0 3 3 8 8
Tx:40375709

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
12/01/2021 02:02 PM
RHSP
COUNTY TAX STAMP FEE 225.00
STATE TAX STAMP FEE 450.00

DOCUMENT # R2021-173325

THE GRANTOR, ZARMIN INVESTMENTS, LLC,

A LIMITED LIABILITY COMPANY, created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of TEN DOLLARS, (\$10.00) in hand paid, and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS to SAFA PROPERTY, LLC, an Illinois limited liability company organized and existing under and by virtue of the laws of the State of Illinois having its principal office at the following address 8060 N. Lawndale, Skokie, IL 60076, the following described Real Estate situated in the County of Cook and State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Permanent Real Estate Index Number(s): 06-21-100-013-0000

Address(es) of Real Estate: 849 E. Roosevelt Road, Lombard, IL 60198

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its, this 18th day of November, 2021.

Impress
Corporate Seal
Here

ZARMIN INVESTMENTS, LLC

BY:
Member- GHULAM DADA

BY:
Member- ZARMIN DADA

3

State of Illinois,
County of Cook ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that GHULAM DADA and ZARMIN DADA personally known to me to be all the Member of Zarmin Investments LLC and personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Members he/she signed and delivered the said instrument and caused their signatures to be affixed thereto, pursuant to authority given by the Members of Zarmin Investments, LLC as his/her/ their free and voluntary act, and as the free and voluntary act and deed of said Limited Illinois Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of November 2021.
Commission expires 20



Reina Salto
NOTARY PUBLIC

This instrument was prepared by :

Louis M. Bruno, 9239 Gross Point Rd., Skokie, Il. 60077

SEND SUBSEQUENT TAX BILLS TO:

Safa Property, LLC
8060 N. Lawndale
Skokie, Il. 60076

Mail Deed to:

~~O'Keefe, Lewis, & Bruno PC
9239 Gross Point Rd.
Skokie, Il 60077~~

*(O'Keefe, Lewis, & Bruno PC
9239 Gross Point Rd, Suite 607
Skokie, Il 60077)*

LEGAL DESCRIPTION

LOT 1 (~~EXCEPT THE NORTH 10 FEET OF THE EAST 143 FEET THEREOF~~) IN CHRISTOFARO AND DIFEBO SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 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 APRIL 16, 1997 AS DOCUMENT R97-052817, IN DUPAGE COUNTY, ILLINOIS.

FOR INFORMATION ONLY:

Commonly known as 849 E. Roosevelt Road, Lombard, IL 60148

Parcel ID(s): 06-21-100-013,

OWNER'S POLICY OF TITLE INSURANCE

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk 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) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) 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 failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) 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 Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Precision Title Company
2050 E Algonquin Rd Ste 602
Schaumburg, IL 60173-4161
Tel: 847-394-6000
Fax: 847-925-2994



FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:

Handwritten signature of Randy R. Quirk in black ink.

Randy R. Quirk

President

Attest:

Handwritten signature of Marjorie Nemzura in black ink.

Marjorie Nemzura

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly 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) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at 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 Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:



- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
- (i) The term "Insured" also includes
- (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
- (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
- (2) if the grantee wholly owns the named Insured,
- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or 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.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected 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 the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, 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, or other matter insured against by this policy that constitutes the basis of loss or damage and shall 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 Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall 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 shall have 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 stated causes of action. It shall not be 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 those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, 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 shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever 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 of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so 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. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in 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 the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters 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 Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. 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 this subsection, unless prohibited by law or governmental regulation, shall terminate 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 shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with 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, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or 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 other parties for or in the name of an Insured Claimant any claim insured against 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; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with 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 of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be 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.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall 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 Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights 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 or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit 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.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.



(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its 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 within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

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 FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.





OWNER'S POLICY OF TITLE INSURANCE

Issued By
FIDELITY NATIONAL TITLE

SCHEDULE A

Name and Address of Title Insurance Company:

Fidelity National Title
820 Parkview Boulevard, Lombard, IL 60148

File No.: PTC21-17070

Policy No.: 2730600-226094902

Address Reference: 849 E. Roosevelt Road, Lombard, IL 60148

Amount of Insurance: \$450,000.00

Premium: \$2,725.00

Date of Policy: December 1, 2021 at 12:00 AM

1. Name of Insured:
SAFA Property LLC
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
SAFA Property, LLC, an Illinois limited liability company
4. The Land referred to in this policy is described as follows:
SEE SCHEDULE C ATTACHED HERETO

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AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE A
(Continued)

O'Keefe, Lewis & Bruno, PC, as agent for:
Fidelity National Title Insurance Company



Chad Gilbert
Authorized Signatory

Fidelity National Title Insurance Company



BY



President

ATTEST



Secretary



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AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE B

File No.: PTC21-17070

Policy No.: 2730600-226094902

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General taxes for the year(s) 2020 and subsequent years.

Permanent index number: 06-21-100-013

The first installment for the year 2020 in the amount of \$5,987.46 has been paid.

The second installment for the year 2020 in the amount of \$5,987.46 has been paid.

Taxes for the year 2021 are not yet due or payable.
2. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees, or parties in possession under such unrecorded leases.
3. Rights of public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.
4. A 60 foot building line on the North lot line of the Land as shown on the plat of subdivision.
5. Easement for stormwater management and drainage as disclosed by the plat of subdivision recorded as document R97-052817 over the South 15 feet of the Land.
6. Terms, provisions and conditions contained in ordinance no. 3958 recorded March 23, 1995 as document R95-034312, and first amendment to annexation agreement recorded April 16, 1997 as document R97-052815 hereby annexing the land to the Village of Lombard. Note: Authorization for said ordinance recorded as document R95-034311.
7. Terms and provisions contained in development agreement recorded April 16, 1997 as document R97-052816, relating to the approval of a major plat of subdivision, the making of required improvements, and providing funds, therefore, for the Christofaro and Difebo Subdivision Lombard, III.
8. 15 foot public sidewalk easement as shown on the plat and set forth in the certificate on the plat of Christofaro and Difebo Subdivision, aforesaid, through a Northerly portion of Lot 1. (See plat for exact location)
9. Building setback line as shown on the plat of Christofaro and Difebo Subdivision, aforesaid, as follows: 60 feet, widening to 80 feet along the North line of Lot 1.
10. Stormwater management and drainage easement as shown on the plat and set forth in the certificate on the plat of Christofaro and Difebo Subdivision, aforesaid, 15 feet along the South line of Lot 1.
11. Access easement as shown on the plat and set forth in the certificate on the plat of Christofaro and Difebo Subdivision, aforesaid, through a Northeasterly portion of Lot 1. (See plat for exact location)

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SCHEDULE B

(Continued)

12. Note set forth on the plat of Christofaro and Difebo Subdivision, aforesaid, as follows: a part of the property covered by this plat of subdivision is located within a special flood hazard area as identified by the federal emergency management agency (FEMA), community-panel number 170197 0045 B, having an effective date of April 15, 1982.
13. Clear sight easements as shown on the plat and set forth in the certificate on the plat of Christofaro and Difebo Subdivision, aforesaid, through a Northerly portion of Lot 1. (See plat for exact location)
14. Terms and provisions contained in declaration of easements and restrictive covenants (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), recorded April 18, 1997 as document R97-054077, made by Cosmopolitan Bank & Trust, successor trustee to First Bank of Oak Park and Oak Park National Bank, as Trustee under Trust Agreement dated January 3, 1958 and known as trust number 4077, creating easements for ingress and egress, and relating to development and use restrictions, together with such other provisions contained therein which does not contain any reversionary or forfeiture clause.
15. Restriction (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), set forth on the plat of Christofaro and Difebo Subdivision, aforesaid, is the following: each property owner shall be responsible for maintenance of the following: all common areas including detention ponds serving such owners Lot; that portion of the storm sewer system not located within the dedicated public right of way, and not maintained by the Village of Lombard or any other utility company.
16. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
17. Rights of the interested parties to the free and unobstructed flow of the waters of Sugar Creek which may flow on or through the land.
18. A. Any and all rights of the United States of America, the State of Illinois and the public in and to that area designated as wetlands, and to navigable waters or filled-in land formerly within navigable waters, and any conditions contained in any permits authorizing the filling in of said land, or

B. A portion of the property may contain wetlands subject to federal, state and/or local regulation. The right to use or improve these wetlands is excepted herein.

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SCHEDULE C

File No.: PTC21-17070

Policy No.: 2730600-226094902

The land referred to in this Policy is described as follows:

LOT 1 IN CHRISTOFARO AND DIFEBO SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 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 APRIL 16, 1997 AS DOCUMENT R97-052817, IN DUPAGE COUNTY, ILLINOIS.

FOR INFORMATION ONLY:

Commonly known as 849 E. Roosevelt Road, Lombard, IL 60148
Parcel ID(s): 06-21-100-013,

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GWEN HENRY, Treasurer
 JACK T. KNUEPFER BLD
 421 N. COUNTY FARM RD
 WHEATON, IL 60187-2553
 630-407-5900

Receipt Printed on: **04/26/2024**

Property Index Number (PIN): **06-21-100-013**

Property Address:

849 E ROOSEVELT RD
 LOMBARD IL 60148-4744

PAYMENT RECORD

Calendar Year: 2023

Notice:

This receipt reflects only payments made in the year indicated. For up to date information on amounts due, or for payments applied to other tax years, please request a tax bill for that year.

For the calendar year **2023**, a total amount of **\$12,633.04** has been paid towards your real estate taxes and **\$0.00** has been paid towards fees, interest, etc.,

Receipt#	Payment Date	Payment Amount Payer	===== Method1	Payment Method2	===== Method3
8208053	05/03/2023	\$12,633.04			
Total Payments:		\$12,633.04			

Printable page

PARCEL NUMBER: 06-21-100-013
NBHD: 06R38
SAFA PROPERTY LLC
Tax Year: 2022 (Taxes Payable in 2023).

COUNTY #: 022
ROLL: RP
849 E ROOSEVELT RD
LOMBARD

Taxes Billed

Tax Year		Tax
2022		\$12,633.04
	Total:	\$12,633.04

Property Tax by Entity

Entities	Rate:	Amount:
COLLEGE DU PAGE 502	0.194600	\$323.86
COUNTY OF DU PAGE	0.142800	\$237.66
DU PAGE AIRPORT AUTH	0.013900	\$23.14
FOREST PRESERVE DIST	0.113000	\$188.06
GRADE SCHOOL DIST 45	3.492700	\$5,812.90
HELEN PLUM LIBRARY	0.447400	\$744.62
HIGH SCHOOL DIST 88	2.054200	\$3,418.82
VLG OF LOMBARD	0.604200	\$1,005.56
YORK CENTER PK DIST	0.437000	\$727.30
YORK TOWNSHIP	0.045900	\$76.40
YORK TWP ROAD	0.044900	\$74.72
	Total:	7.590600
		\$12,633.04

DISCLOSURE OF ECONOMIC INTERESTS AND AUTHORIZATION
855 East Roosevelt Road, Lombard, DuPage County, Illinois
Permanent Index No. 06-21-100-013
LOT 1 IN CHRISTOFARO AND DIFEBO SUBDIVISION

This disclosure and authorization pertain to land owned by SAFA ENTERPRISES, an Illinois limited liability company, and commonly known as 855 East Roosevelt Road, Lombard, DuPage County, Illinois, which has been assigned Permanent Index No. 06-21-100-013, and is legally described as follows:

LOT 1 IN CHRISTOFARO AND DIFEBO SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 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 APRIL 16, 1997 AS DOCUMENT R97-052817, IN DUPAGE COUNTY, ILLINOIS.

SAFA PROPERTY LLC is the owner of the real estate described above. It is a domestic limited liability company in good standing in the State of Illinois, and it has its principal place of business at 2608 West Peterson Avenue, Suite 201, Chicago, Illinois 60659. The manager is located at the same address.

No other person is an owner in fee of any current interest in the property described and identified above. The following are the owners of more than five percent (5%) of the membership interests in SAFA PROPERTY LLC:

NAME	ADDRESS	PERCENTAGE
Safa Noor	2608 West Peterson Avenue, Suite 201 Chicago, Illinois 60659	100

SAFA PROPERTY LLC authorizes Mohammad Yaqoob, Mark Daniel, Daniel Law Office, P.C., and civil engineer Jeff Miller (Watermark , Ridgeline Consultants, LLC, architect JAKL Brandies Architects Ltd., West Chicago, Illinois, to engage with the COUNTY OF DUPAGE, VILLAGE OF LOMBARD, the GLENBARD WASTEWATER AUTHORITY, and, as needed, other units of government and governmental agencies, for the purposes of obtaining 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 SAFA PROPERTY LLC extends to 855 East Roosevelt Road, Lombard, DuPage County, Illinois (Permanent Index Nos. 06-21-100-013).

IN WITNESS WHEREOF, Safa Noor, in her capacity as managing member of SAFA PROPERTY LLC executes this document effective this 26th day of April, 2024.

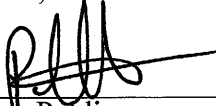
SAFA PROPERTY LLC, an
Illinois limited liability company

By: Safa Noor
Safa Noor, Managing Member

STATE OF ILLINOIS)
COUNTY OF COOK)

ss.

On this 16th day of April, 2024, before me a Notary Public within and for said County and State, personally appeared Safa Noor, to me personally known, who being by me duly sworn did say that she has the power as managing member of SAFA PROPERTY LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority under its Operating Agreement, and Safa Noor acknowledged the instrument to be the free act and deed of the company.



Notary Public



**VILLAGE OF LOMBARD
REIMBURSEMENT AGREEMENT**

April 25, 2024

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

Re: 855 East Roosevelt Road, Lombard, DuPage County, Illinois
Permanent Index No. 06-21-100-013
Conditional Use, Variations, Subdivision, Amended Site Plan Approval
Creekview Plaza

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

I am a member and manager of Safa Property, LLC, an Illinois limited liability company, which is the owner of the above-referenced vacant real estate. I acknowledge the obligation of the applicant, SAFA PROPERTY, LLC to reimburse the Village for certain expenses and costs.

I have caused to be deposited the sum of \$1,000.00 for consultant reviews (traffic and other) as well as other sums upon which the Village may draw without notice. Please notify me of any additional expenses beyond those that are the subject of the application's recitation of fees and costs to be reimbursed.

SAFA PROPERTY, LLC



SAFA NOOR, Managing Member

Attorney: Mark Daniel, Daniel Law Office, P.C., mark@thdaniellawoffice.com, (312) 927-0177

Development Contact: Mohammad Yaqoob, vipcafellc@gmail.com, Cell: (773) 716-9872