

DETAILED DESCRIPTION OF PROPOSAL

The owners of 1201 West Winchester Road have made application to the Village of Libertyville for variations for a fence for the property commonly known as 1201 W Winchester Road. The applicant is requesting approval for variations, pursuant to Chapter 26 of the Libertyville Municipal Code, as amended. The request, if approved, would allow the applicant to install a fence along their property line fronting Sherborne Court. The property is currently zoned R-3 Single Family Residential District.

STANDARDS FOR VARIATIONS

- a. General Standard. Carrying out the strict letter of the provisions of this Code would create a particular hardship and practical difficulty further exemplified by the Standards for Variations detailed below.
- b. Unique Physical Condition. The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including (1) its substandard size and (2) other extraordinary physical conditions peculiar to the subject lot.

The minimum lot area for the R-3 Single Family Residential District is 20,000 square feet. Parcel 3 to the south measures approximately 6,132 square feet.

Additionally, the property in its entirety comprises three parcels that together have frontage along two roads: Winchester Road and Sherborne Court. The home itself faces Winchester Road.

- c. Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title, other than the construction of structures that were lawful at the time of such construction, and existed at the time of the enactment of the provisions from which this variation is sought.
- d. Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

The home located at 832 Sherborne Court comprises two parcels: 832 Sherborne Court and 1215 Winchester Road. The home has frontage on two streets. However, the owners were allowed construct a fence along Winchester Road given the home itself faces Sherborne Court.

- e. Not Merely Special Privilege. The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision.
- f. Code and Plan Purposes. The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.
- g. Essential Elements of the Area. The variation would not result in a use or development on the subject lot that: (1) would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or (2) would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (3) would substantially increase congestion in the public streets due to traffic or parking; or (4)

would unduly increase the danger of flood or fire; or (5) would unduly tax public utilities and facilities in the area; or (6) would endanger the public health or safety.

- h. No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

PLAT OF SURVEY



LOCATION MAP
NOT TO SCALE



PARCEL 1:

THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, BEING 86.6 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE EAST ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, 120.0 FEET; THENCE SOUTH ALONG A LINE DEFLECTING 91 DEGREES 03 MINUTES FROM THE LAST DESCRIBED LINE, AS MEASURED FROM EAST TO SOUTH, 387.79 FEET; THENCE WEST, 120.00 FEET; THENCE NORTH ON A LINE DEFLECTING 88 DEGREES 57 MINUTES FROM THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, AS MEASURED FROM WEST TO SOUTH, 388.5 FEET; TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS. CONTAINING 46,641 SQ. FT. OR 1.07 ACRES, MORE OR LESS.

PARCEL 2:

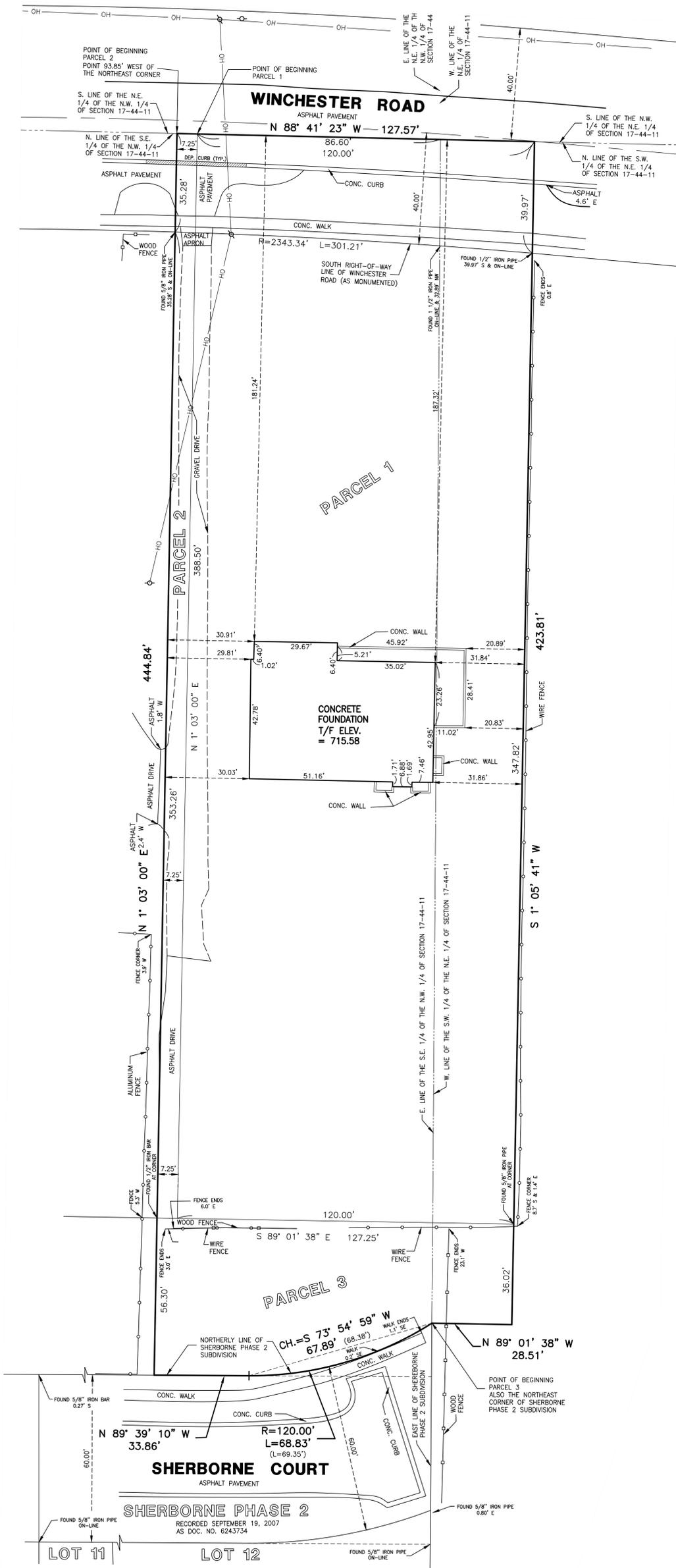
THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEING 7.25 FEET LYING EAST OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, 93.85 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE WITH SAID NORTH LINE OF 88 DEGREES 57 MINUTES, MEASURED FROM WEST TO SOUTH, 388.54 FEET, CONTAINING 0.06 ACRES, MORE OR LESS, IN LAKE COUNTY, ILLINOIS. CONTAINING 2,817 SQ. FT. OR 0.07 ACRES, MORE OR LESS.

PARCEL 3:

THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SHERBORNE PHASE 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, RECORDED SEPTEMBER 19, 2007 AS DOCUMENT NUMBER 6243734. THENCE SOUTHWESTERLY, ALONG A NORTHERLY LINE OF SAID SUBDIVISION, ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 68.83 FEET (69.35 FEET RECORD) AND A CHORD BEARING SOUTH 73 DEGREES 54 MINUTES 59 SECONDS WEST, 67.89 FEET (68.38 FEET RECORD), TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 39 MINUTES 10 SECONDS WEST, CONTINUING ALONG A NORTHERLY LINE OF SAID SUBDIVISION, 33.86 FEET, TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN PARCEL 2 OF A DEED RECORDED SEPTEMBER 10, 2020 AS DOCUMENT NO. 7693108; THENCE NORTH 01 DEGREE 03 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY EXTENSION, 56.30 FEET, TO THE SOUTHWEST CORNER OF SAID DEED; THENCE SOUTH 89 DEGREES 01 MINUTES 38 SECONDS EAST, ALONG THE SOUTHERLY LINE OF THE PARCELS DESCRIBED IN SAID DEED, 127.25 FEET, TO THE SOUTHWEST CORNER OF PARCELS DESCRIBED IN SAID DEED; THENCE SOUTH 01 DEGREE 05 MINUTES 41 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF THE PARCELS DESCRIBED IN SAID DEED, 36.02 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 38 SECONDS WEST, ALONG A LINE PARALLEL TO THE SAID SOUTH LINE OF SAID DEED, 28.51 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS. CONTAINING 6,132 SQ. FT. OR 0.14 ACRES MORE OR LESS.



TOTAL AREA
55,590 Sq. Ft. OR 1.28 ACRES (MORE OR LESS)

LEGEND

- POWER POLE
- OH — OVERHEAD LINES

SURVEYORS NOTES:

1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. NO OTHER IMPROVEMENTS ARE SHOWN AT THIS TIME.
3. BUILDING TIES SHOWN HEREON ARE MEASURED TO THE OUTSIDE FACE OF FINISHED CONCRETE FOUNDATION.
4. () DENOTES RECORD DIMENSION.
5. BEARINGS HEREON SHOWN ARE ON AN ASSUMED BASIS.
6. ORIGINAL CLIENT—SCOTFORD LIBERTYVILLE 5, LLC
7. ORIGINAL FIELD WORK COMPLETED—01-13-22
8. 1" TO 2" OF SNOW AND ICE COVERED THE GROUND AT THE TIME OF THE FIELD SURVEY 01-13-22.

GENERAL NOTES:

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
3. ONLY THOSE BUILDING LINE SETBACKS AND CASSEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON. THERE MAY BE ADDITIONAL TERMS, POWERS, PROVISIONS AND LIMITATIONS CONTAINED IN AN ABSTRACT DEED, LOCAL ORDINANCES, DEEDS, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD.
4. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

STATE OF ILLINOIS } SS
COUNTY OF LAKE }

WE, GREENGARD INC., DO HEREBY STATE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 21ST DAY OF JULY, A.D., 2023



GREENGARD, INC.
111 BARCLAY BOULEVARD, SUITE 310
LINCOLNSHIRE, ILLINOIS 60069

JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11-30-24.

DESIGNED BY: SM 03-10-22	DATE: 03-10-22	SCALE: 1"=20'	1201 WINCHESTER ROAD - LIBERTYVILLE, ILLINOIS
CHECKED BY: JRS 03-10-22	DATE: 03-10-22	DRAWING NO.: 67347	
APPROVED BY:	DATE:	SHEET: 1 OF 1	
<p>GREENGARD, INC. Engineers • Surveyors • Planners 111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615 PHONE: 847-634-3883 FAX: 847-634-0687 E-MAIL: 231@GREENGARDINC.COM ILL. REGISTRATION NO. 184-000995</p>		<p>PLAT OF SURVEY</p>	

Drawing File: \\LCS\proj\1201win\1201win.dwg (7/19/23) 07:19:23 User: JRS 2/23/23 4:27pm





LAND USE APPLICATION

VILLAGE OF LIBERTYVILLE
COMMUNITY DEVELOPMENT DEPARTMENT
200 EAST COOK AVENUE
LIBERTYVILLE, IL 60048
(847) 918-2028
(847) 367-5148 (Fax)

DATE: 07-24-24



REQUESTED ACTION(S) (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Comp. Plan | <input type="checkbox"/> Preliminary/Final Plat |
| <input type="checkbox"/> Comp. Plan Amendment | <input type="checkbox"/> Plat of Consolidation |
| <input type="checkbox"/> Map Amendment | <input type="checkbox"/> Site Plan Permit |
| <input type="checkbox"/> Planned Dev. (Concept/Final) | <input type="checkbox"/> Special Use Permit |
| <input type="checkbox"/> Planned Dev. (Final Amendment) | <input type="checkbox"/> Text Amendment |
| <input type="checkbox"/> Planned Dev. (Adjustment) | <input checked="" type="checkbox"/> Variation |
| <input type="checkbox"/> Planned Dev. (Master Plan) | <input type="checkbox"/> Zoning Appeal |
| <input type="checkbox"/> Planned Dev.
(Master Plan Amendment) | |

TO THE VILLAGE PRESIDENT, VILLAGE BOARD OF TRUSTEES AND THE ZONING BOARD OF APPEALS OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS 60048.

The applicant(s) HALEY SPINELL represents that they are the OWNER , CONTRACT PURCHASER , LESSEE , AUTHORIZED AGENT (please check correct term) of the following described real estate: (Insert or attach legal description of the real estate) **PLEASE SEE ATTACHED**

PROPERTY TAX IDENTIFICATION NUMBER (P.I.N. #): 1117100052 AND 1117200033

The property is also known as: (street address) 1201 W WINCHESTER RD.

If someone other than the applicant(s) has the title to the property, include the name, address, trust number with beneficiaries (if applicable), and phone number of such owner(s). **A written, notarized statement from the owner(s) which acknowledges and consents to this request must be provided.**

LAND USE APPLICATION
PAGE 2

The property is now classified under the Libertyville Zoning Code and is located in the R-3 SFR District.

FOR VARIATION ONLY: Please check the type of variation(s) requested:

<input type="checkbox"/>	Front Yard Setback	<input type="checkbox"/>	Sign
<input type="checkbox"/>	Corner Side Yard Setback	<input checked="" type="checkbox"/>	Fence
<input type="checkbox"/>	Side Yard Setback	<input type="checkbox"/>	Lot Coverage
<input type="checkbox"/>	Rear Yard Setback	<input type="checkbox"/>	Building Coverage
<input type="checkbox"/>	Perimeter Landscaped Open Space	<input type="checkbox"/>	Building Height
<input type="checkbox"/>	Other (specify) _____		

Please attach a detailed narrative description of the requested development action(s).

Haley Spinell

applicant/representative signature

HALEY SPINELL

please print full name

1201 W WINCHESTER RD

LIBERTYVILLE, IL 60048

address of applicant/representative

847-732-6602

phone number

HALEYSPINELL@GMAIL.COM

e-mail

NOTE! If several parties are involved with the project (i.e., architect, engineer, consultant, etc.), please attach a list including the names, addresses and phone numbers of such parties. This application must be complete before it will be accepted by the Village.

Rev. 11.2023

**PROPERTY OWNER'S AUTHORIZATION
FOR THE POSTING OF PUBLIC HEARING SIGNS**

DATE: 07-24-24

I, HALEY SPINELL, Owner of the property located at 1201 W WINCHESTER RD, do hereby authorize the VILLAGE OF LIBERTYVILLE, COMMUNITY DEVELOPMENT DEPARTMENT, to post a sign(s) on the property listed above in order to comply with Section II.C. of Ordinance No. 85-O-26, which requires the POSTING OF A PUBLIC HEARING SIGN.

Halley Spinell

Signature

HALEY SPINELL

Printed Name

**PROOF OF
SERVICE OF NOTICE
FOR PUBLIC HEARING SIGNS**

VILLAGE OF LIBERTYVILLE COMMUNITY DEVELOPMENT DEPARTMENT
200 E. COOK AVENUE
LIBERTYVILLE, IL 60048-2090

I, _____, employee of the VILLAGE OF LIBERTYVILLE, COMMUNITY DEVELOPMENT DEPARTMENT, have complied with Section II.C. of Ordinance No. 85-O-26, which requires the POSTING OF A PUBLIC HEARING SIGN, for property located at _____, and filed as Case No. _____.

Signature

Date Sign was Posted: _____

**TRUSTEE'S DEED
STATUTORY (ILLINOIS)**

Image# 063626850008 Type: DTR
Recorded: 12/29/2023 at 11:20:09 AM
Receipt#: 2023-00056682
Page 1 of 8
Fees: \$70.00
IL Rental Housing Fund: \$18.00
Lake County IL
Anthony Vega Lake County Clerk
File **8012205**

PROCESSED AS PRESENTED



Lake County Clerk

THIS INDENTURE, made this 26th day of December, 2023, between, Grantors, Terrill E. Langworthy, Patricia F. Langworthy and Sara A. Langworthy, not personally or individually but solely as Co-Trustees under the Langworthy Declaration of Trust Dated December 12, 2018 ("Trust"), of the Village of Libertyville, County of Lake, in the State of Illinois, and Grantees, Steven Spinell and Haley Spinell, a married couple, having an address of 1201 W Winchester Rd., Libertyville, IL 60048 not as Joint Tenants nor as Tenants in Common, but as **TENANTS BY THE ENTIRETY**.

WITNESSETH, that Grantors, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), receipt whereof is hereby acknowledged, and in pursuance of the power and authority vested in the Grantors as said co-trustees and of every other power and authority the Grantors hereunto enabling, does hereby **CONVEY** and **GRANT** unto the Grantees, in fee simple, the following described real estate, situated in the County of Lake and State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

together with the tenements, hereditaments, appurtenances, easements, and rights belonging to and inuring to the benefit of the real estate; and,

SUBJECT TO: covenants, conditions, and restrictions of record; and building lines and easements, if any, and general real estate taxes not yet due and payable at the time of Closing.

To have an to hold, the same unto said party of the second part, and to the proper us, benefit and behoove, forever, of said party of the second part. Releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This deed is executed by the party of the first part, as Co-Trustees, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deed in Trust and the provisions of the Trust above mentioned, and of every other power and authority thereunto enabling. The execution of this deed by the above-referenced co-trustees is intended not as a personal undertaking and agreement by the co-trustees with the intention of binding said co-trustees personally, but is made and intended for the purpose of binding only the property to be conveyed herein which is an asset or assets of the Trust and this deed is executed and delivered by the co-trustees, not in their own right, but solely in the exercise of the powers conferred upon Terrill E. Langworthy, Patricia F. Langworthy and Sara A. Langworthy as the so-trustees, and no personal liability is assumed by, nor shall at any time be ascertainable or enforceable against the co-trustees on account of this trustee's deed or on account of any representation, covenant, undertaking, or

JR
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agreement of the said trustee in this deed contained, either expressed or implied, and all such personal liability, if any, is hereby expressly waived by the Grantee herein and by all persons claiming by, through, or under said Grantee.

GRANTORS:

Langworthy Declaration of Trust Dated December 12, 2018

Terrill E Langworthy CO-TRUST
Terrill E. Langworthy, as Co-Trustee under the Langworthy Declaration of Trust Dated December 12, 2018

Langworthy Declaration of Trust Dated December 12, 2018

Patricia F Langworthy
Patricia F. Langworthy, as Co-Trustee under the Langworthy Declaration of Trust Dated December 12, 2018

Langworthy Declaration of Trust Dated December 12, 2018

Sara A Langworthy
Sara A. Langworthy, as Co-Trustee under the Langworthy Declaration of Trust Dated December 12, 2018



State of Illinois)
County of DeKalb) ss.

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Terrill E. Langworthy, Patricia F. Langworthy, and Sara A. Langworthy, as Co-Trustees under the Langworthy Declaration of Trust Dated December 12, 2018, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed, and delivered the said instrument, as their free and voluntary act, and the free and voluntary act as such co-trustees, for the uses and purposes therein set forth, including the release of homestead.

Given under my hand and official seal, this 26th day of December, 2018

Catherine Hassenauer (Notary Public)

EXEMPT UNDER PROVISIONS OF PARAGRAPH E SECTION 31 - 45, REAL ESTATE TRANSFER TAX LAW

DATE: 12-26-18

[Signature]
Signature of Grantee, Seller or Representative

Prepared By: Tara M. Coffman, Esquire
SATC|Law
222 W. Adams Street, Suite 3050
Chicago, Illinois 60606

After Recording, Mail To:

Steven Spinell
1201 W Winchester Rd.
Libertyville, IL 60048

Name & Address of Taxpayer:

Steven Spinell
1201 W Winchester Rd.
Libertyville, IL 60048

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SHERBORNE PHASE 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, RECORDED SEPTEMBER 19, 2007 AS DOCUMENT NUMBER 6243734. THENCE SOUTHWESTERLY, ALONG A NORTHERLY LINE OF SAID SUBDIVISION, ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 68.83 FEET (69.35 FEET RECORD) AND A CHORD BEARING SOUTH 73 DEGREES 54 MINUTES 59 SECONDS WEST, 67.89 FEET (68.38 FEET RECORD), TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 39 MINUTES 10 SECONDS WEST, CONTINUING ALONG A NORTHERLY LINE OF SAID SUBDIVISION, 33.86 FEET, TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN PARCEL 2 OF A DEED RECORDED SEPTEMBER 10, 2020 AS DOCUMENT NO. 7693108; THENCE NORTH 01 DEGREE 03 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY EXTENSION, 56.30 FEET, TO THE SOUTHWEST CORNER OF SAID DEED; THENCE SOUTH 89 DEGREES 01 MINUTES 38 SECONDS EAST, ALONG THE SOUTHERLY LINE OF THE PARCELS DESCRIBED IN SAID DEED, 127.25 FEET, TO THE SOUTHEAST CORNER OF PARCELS DESCRIBED IN SAID DEED; THENCE SOUTH 01 DEGREE 05 MINUTES 41 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF THE PARCELS DESCRIBED IN SAID DEED, 36.02 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 38 SECONDS WEST, ALONG A LINE PARALLEL TO THE SAID SOUTH LINE OF SAID DEED, 28.51 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Portion of PIN of 11-17-200-032

Anthony Vega
Lake County Clerk

STATE OF ILLINOIS

COUNTY OF LAKE

} SS
SARA A. LANGWORTHY 706 CLARK ST. IOWA CITY IA 52240
TERRELL E LANGWORTHY

I, (name) Patricia F Langworthy, being duly sworn on oath, state that I reside at 1155 Winchester Rd Liberty, IL 62959 and that the attached deed is not in violation of the Plat Act, Ch. 765 ILCS 205/1.1(b), as the provisions of this Act do not apply and no plat is required due to the following allowed exception (Circle the number applicable to the attached deed):

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

AFFIANT further states that this affidavit is made for the purpose of inducing the COUNTY CLERK OF LAKE COUNTY, ILLINOIS to accept the attached deed for recording. (This affidavit is not applicable to Facsimile Assignment of Beneficial Interest.)

Sara A Langworthy
Terrell E Langworthy
Patricia F Langworthy
(Signature)

SUBSCRIBED and SWORN to before me this 26 day
of December, 2023

Catherine Hassenauer
(seal)



Lake County

Plat Act Affidavit

LAKE COUNTY CLERK'S OFFICE
RECORDING DIVISION
18 N COUNTY ST - 6TH FLOOR
WAUKEGAN, IL 60085-4358
(847) 377-2575
FAX: (847) 984-5860

Anthony Vega
Lake County Clerk

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

I, (name) Tarill E Langworth, being duly sworn on oath, state that I reside at 1155 W. WINCHESTER RD LIBERTYVILLE IL 60449, and that the attached deed is not in violation of the Plat Act, Ch. 765 ILCS 205/1.1(b), as the provisions of this Act do not apply and no plat is required due to the following allowed exception (Circle the number applicable to the attached deed):

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

AFFIANT further states that this affidavit is made for the purpose of inducing the COUNTY CLERK OF LAKE COUNTY, ILLINOIS to accept the attached deed for recording. (This affidavit is not applicable to Facsimile Assignment of Beneficial Interest.)

SUBSCRIBED and SWORN to before me this 26th day of December 26, 2023

Tarill E Langworth
(Signature)

Notary: Gatherine Hasenauer



Plat Act Affidavit

LAKE COUNTY CLERK'S OFFICE
RECORDING DIVISION
18 N COUNTY ST - 6TH FLOOR
WAUKEGAN, IL 60085-4358
(847) 377-2575
FAX: (847) 984-5860

Lake County
Anthony Vega
Lake County Clerk

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

I, (name) Patricia F Langworthy, being duly sworn on oath, state that I reside at 1155 W Winchester Rd Libertyville IL 60087, and that the attached deed is not in violation of the Plat Act, Ch. 765 ILCS 205/1.1(b), as the provisions of this Act do not apply and no plat is required due to the following allowed exception (Circle the number applicable to the attached deed):

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

AFFIANT further states that this affidavit is made for the purpose of inducing the COUNTY CLERK OF LAKE COUNTY, ILLINOIS to accept the attached deed for recording. (This affidavit is not applicable to Facsimile Assignment of Beneficial Interest.)

SUBSCRIBED and SWORN to before me this 26 day of December, 2023

Patricia F Langworthy
(Signature)

Notary: Catherine Hassenauer



Lake County

Anthony Vega
Lake County Clerk

Plat Act Affidavit

LAKE COUNTY CLERK'S OFFICE
RECORDING DIVISION
18 N COUNTY ST - 6TH FLOOR
WAUKEGAN, IL 60085-4358
(847) 377-2575
FAX: (847) 984-5860

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

I, (name) Sara Ann Langworthy, being duly sworn on oath, state that I reside at 706 CLARK ST TOWA CITY, IA 52240 and that the attached deed is not in violation of the Plat Act, Ch. 765 ILCS 205/1.1(b), as the provisions of this Act do not apply and no plat is required due to the following allowed exception (Circle the number applicable to the attached deed):

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

AFFIANT further states that this affidavit is made for the purpose of inducing the COUNTY CLERK OF LAKE COUNTY, ILLINOIS to accept the attached deed for recording. (This affidavit is not applicable to Facsimile Assignment of Beneficial Interest.)

SUBSCRIBED and SWORN to before me this 26 day of December, 2023

[Signature]
(Signature)

Notary Catherine Hassenauer



(seal)

ALTA OWNER'S POLICY OF TITLE INSURANCE



CHICAGO TITLE INSURANCE COMPANY

Policy Number:

20CNW527021OK

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 Section 18 of the Conditions.

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 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.

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- 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 in 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, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company

By:



President

Attest:



Secretary



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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.

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Issued By: James A. Jimenez
6514 W. Cermak Road
Berwyn, IL 60402

SCHEDULE A

Address Reference: 1201 W Winchester Rd., Libertyville, IL 60048

Date of Policy	Amount of Insurance
September 10, 2020	\$370,000.00

1. Name of Insured:

Steven Spinell and Haley Spinell

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

Fee Simple

3. Title is vested in:

Steven Spinell and Haley Spinell, his wife as tenants by the entirety

4. The Land referred to in this policy 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

PARCEL 1:

THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, BEING 86.6 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE EAST ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, 120.0 FEET; THENCE SOUTH ALONG A LINE DEFLECTING 91 DEGREES 03 MINUTES FROM THE LAST DESCRIBED LINE, AS MEASURED FROM EAST TO SOUTH, 387.79 FEET; THENCE WEST 120.0 FEET; THENCE NORTH ON A LINE DEFLECTING 88 DEGREES 57 MINUTES FROM THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, AS MEASURED FROM WEST TO SOUTH, 388.5 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINIOS.

PARCEL 2:

THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEING 7.25 FEET LYING EAST OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 93.85 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE WITH SAID NORTH LINE OF 88 DEGREES 57 MINUTES, MEASURED FROM WEST TO SOUTH, 388.54 FEET, CONTAINING 0.06 ACRES, MORE OR LESS, IN LAKE COUNTY, ILLINOIS.

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ALTA Owner's Policy (06/17/2006)

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**SCHEDULE B
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. **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.**

Taxes for the years 2019 and 2020.

Taxes for the year 2019 are payable in two installments.

The first installment amounting to \$5,094.46 is paid of record.

The second installment amounting to \$5,094.46 is Paid

Taxes for the year 2020 are not yet due and payable.

Permanent Tax No.: [11-17-100-052-0000](#)

6. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
7. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
8. Rights of the public and the adjoining owners to the free and unobstructed flow of the waters of the stream, if any, flowing through the Land herein.
9. Agreement made by and between Edward Waring Walbridge and Marilyn Jean Walbridge, his wife, and Thornton Walbridge and Emma W. Walbridge, his wife, their heirs and assigns, relating to use of a sewer line or drain for the passage of sewage water and soil, as granted by instrument recorded October 6, 1976 as Document No. 1796349 and the terms and conditions contained therein.
10. Agreement made by and between Edward Waring Walbridge and Marilyn Jean Walbridge, his wife, and Thornton Walbridge and Emma W. Walbridge, his wife, their heirs and assigns, relating to the use of a sewer line or drainage located on the land adjoining the Land herein for the passage of sewage water and soil from the Land herein, as Granted by instrument recorded October 20, 1976 as Document No. 1799083, and the terms and conditions contained therein.

Note: Nothing in this commitment/policy shall be construed as insuring right to use the said line.

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**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

11. Driveway Easement Agreement recorded October 5, 1976 as Document No. 1796350, made by and between Edward Waring Walbridge and Marilyn Jean Walbridge, his wife, and Thornton Walbridge and Emma W. Walbridge, his wife, their heirs and assigns, for ingress and egress over the West 5 feet of the Land herein and over and along the East 5 feet of the land lying West and adjoining, together with the conditions and provisions contained therein.
12. Mortgage executed by Steven Spinell and Haley Spinell, husband and wife in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Wintrust Mortgage, a division of Barrington Bank and Trust Co, NA, encumbering the land described in Schedule A herein for the Principal amount of \$296,000.00, executed August 31, 2020 and recorded on September 10, 2020 , in the Official Records 7693109 of the Public Records of Lake County, IL.

END OF SCHEDULE B**Title Insurance Agent:**

James A. Jimenez
6514 W. Cermak Road
Berwyn, IL 60402
Phone: 708-749-3200
Fax: 708-749-3234

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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.

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(continued)

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 from 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.

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(continued)

- (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 Ten percent (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 thirty (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 Two Million and No/100 Dollars (\$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 Two Million and No/100 Dollars (\$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.

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(continued)

- (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 therefor 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:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

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Issued By:



CHICAGO TITLE INSURANCE COMPANY

Attached to Policy Number:

20CNW527021OK

General Exception number(s) 1-5 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: September 10, 2020