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2019R25774
STATE OF ILLINOIS
MADISON COUNTY
08/15/2019 09:26 AM
AMY M. MEYER, RECORDER
REC FEE: 42.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 15

(RECORDER'S STAMP)

42.00 CTY

RETURN TO:

CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294

CITY OF TROY

ORDINANCE NO. 2019 - 10

AN ORDINANCE AUTHORIZING THE CITY TO ACCEPT A DONATION OF PROPERTY FOR THE PURPOSES OF A PUBLIC RECREATIONAL PARK, AND FURTHER, TO EXECUTE THE FINAL PLAT OF DEDICATION FOR A PUBLIC RECREATIONAL PARK IN THE CITY OF TROY, ILLINOIS

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 29th DAY OF JULY, 2019**

Published in pamphlet form by the authority of the City Council of the City of Troy, Madison County, Illinois, this 29th day of July, 2019.

MAPS & PLATS

Survey Required
For Recording

Initials BH
Date 8/13/19

ORDINANCE NO. 2019 - 10

AN ORDINANCE AUTHORIZING THE CITY TO ACCEPT A DONATION OF PROPERTY FOR THE PURPOSES OF A PUBLIC RECREATIONAL PARK, AND FURTHER, TO EXECUTE THE FINAL PLAT OF DEDICATION FOR A PUBLIC RECREATIONAL PARK IN THE CITY OF TROY, ILLINOIS

WHEREAS, the City Council of the City of Troy, Illinois, intends to design, construct and operate a Splash Pad playground and park, as well as connect necessary pedestrian and bicycle corridors link to the Tri-Township Park District, the Madison County Transit Bike Trail system, the Route 40 / Spring Valley Road intersection, and other points determined through the City's Comprehensive Growth Plan; and

WHEREAS, it is necessary that the City acquire certain real property from property owners in order to construct and complete the Splash Pad playground and park project; and

WHEREAS, the City of Troy has applied for \$300,000 in grant monies from the Metro-East Park and Recreation District FY20 Park and Trail grant program, which application requires "[e]ligible development projects [to] be located on property that is either owned by the Project Sponsor or leased/controlled by the Project Sponsor"; and

WHEREAS, contingent on the successful grant of \$300,000 from the Metro-East Park and Recreation District FY20 Park and Trail grant program, the City of Troy intends to receive as a donation Lot 5 of "The Greens of Troy" and Tract 1 of "Serenade"; and

WHEREAS, the Chicago Title Land Trust Company, Successor Trustee Under the Trust Agreement Dated December 31, 1998, known as Trust No. 6708 (the "Ottwein Trust") is the owner of certain real property, more particularly described on Exhibit A attached hereto and incorporated herein (the "Ottwein Property"), and the Ottwein Trust desires to assist the City in completing the Splash Pad playground and park project by donating the Ottwein Property to the City; and

WHEREAS, the City desires to accept the Ottwein Property pursuant to the terms and conditions set forth in the Donation Agreement attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Mayor and the City Council of the City of Troy, Illinois, believes it is in the best interest of the City to enter into the Donation Agreement between the City of Troy and the Ottwein Trust; and

WHEREAS, the application requirements of the Metro-East Park and Recreation District FY20 Park and Trail grant program necessitate, "Acquired/developed land shall be operated and maintained for a minimum of twenty (20) years for public recreational use,"; and

WHEREAS, pursuant to Section 11-98-1 of the Illinois Municipal Code (65 ILCS 5/11-98-1), “[t]he corporate authorities of each city and village with a population of less than 85,000, whether incorporated under the general law or a special charter, may purchase, establish, and maintain public parks for the use and benefit of the inhabitants of the municipality”; and

WHEREAS, contingent on the successful grant of \$300,000 from the Metro-East Park and Recreation District FY20 Park and Trail grant program, the City Council of the City of Troy, Illinois, has determined that it is in the best interest of the City of Troy to execute a final plat of dedication of donated grounds by the Chicago Title Land Trust Company, Successor Trustee Under the Trust Agreement Dated December 31, 1998, Known as Trust No. 6708 (The “Ottwein Land Trust”) for public recreational use for a minimum of twenty (20) years; and

WHEREAS, the legal description of the Donated Property and Final Plat of Dedication for public recreational use is as follows:

Tract to be dedicated:

City of Troy, Illinois
Tract 1 – Serenade
Parcel ID: 09-1-22-08-00-000-009

Part of the Northeast and Southeast Quarter of Section 8, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, State of Illinois and being more particularly described as follows: Commencing at an iron pin at the southeast corner of Ottwein Trust No. 1 Subdivision, reference being had to the plat thereof recorded in Madison County in Plat Cabinet 63 on page 66; thence South 00 degrees 36 minutes 52 seconds West, on the westerly line of a tract of land described in the Madison County Recorders Office in Deed Book 4281 on page 1823, a distance of 615.94 feet to the southwesterly corner of said tract of land; thence South 00 degrees 28 minutes 15 seconds West, on the westerly line of a tract of land described in Madison County Recorder’s Office in Document Number 2004R45376, a distance of 547.58 feet to the Point of Beginning. From said Point of Beginning; thence continuing on the westerly line of said tract of land the following two (2) courses and distances: 1.) South 00 degrees 28 minutes 15 seconds West, 821.86 feet; 2.) South 00 degrees 08 minutes 49 seconds East, 223.37 feet to the northerly right of way line of Collinsville Road; thence South 65 degrees 57 minutes 47 seconds West, on said northerly right of way line, 21.87 feet to the easterly line of tracts of lands described in Madison County Recorder’s Office in Document 2003R13220; thence on said easterly line the following two (2) courses and distances: 1.) North 00 degree 08 minutes 51 seconds West, 232.45 feet; 2.) North 00 degrees 29 minutes 23 seconds East, 220.00 feet to the northeasterly corner of said tract of land; thence North 89 degrees 31 minutes 44 seconds West, on the northerly line of said tract of land described in Document 2003R13220 and the northerly line of The Greens of Troy No. 2, reference being had to the plat there of in said Recorder’s Office in Plat Cabinet 65 on Page 346, a distance of 547.26 feet to the easterly line of Lot 4 of The Greens of Troy—No. 3, reference being had

to the plat there of in said Recorder's Office; thence North 00 degrees 17 minutes 26 seconds West, on said easterly line of Lot 4, a distance of 216.84 feet to the southerly line of The Greens of Troy—No. 4, reference being had to the plat there of in said Recorder's Office in Document Number 2016R00496; thence North 89 degrees 38 minutes 07 seconds East, on said southerly line, 64.67 feet to the southeast corner of Lot 5 of said Greens of Troy No. 4; thence North 00 degrees 16 minutes 19 seconds West, on the easterly line of said Greens of Troy No. 4, a distance of 377.02 feet; thence North 89 degrees 40 minutes 22 seconds East, 510.34 feet to the Point of Beginning.

Said parcel contains 7.48 acres, more or less.

City of Troy, Illinois
Lot 5 – The Greens of Troy – No. 4
Parcel ID: 09-2-22-08-00-000-027

Lot 5 of The Greens of Troy – No. 4, a subdivision of part of the Northeast Quarter of Section 8, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Cabinet 66 on Page 57.

Said parcel contains 1.70 acres, more or less.

WHEREAS, the City Council of the City of Troy, Illinois, finds that the best interest of the City is served by executing the Plat of Dedication herein.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TROY, MADISON COUNTY, ILLINOIS, AS FOLLOWS:

- Section 1. The recitals set forth above are hereby incorporated herein as if fully set forth.
- Section 2. The Donation Agreement between the City of Troy and Chicago Title Land Trust Company, Successor Trustee Under the Trust Agreement Dated December 31, 1998, Known as Trust No. 6708 (The "Ottwein Land Trust"), a copy of which is attached hereto as "Exhibit B", is hereby approved and adopted.
- Section 3. The Mayor of the City of Troy, Illinois, is hereby authorized to execute such documents, for the acceptance of donated property from the Ottwein Trust for the purposes of a public recreational park.

Section 4. The Mayor of the City of Troy, Illinois, is hereby authorized to execute the Final Plat of Dedication, attached hereto as "Exhibit A," and is further authorized to take all actions and sign all documents necessary to fulfill the intents of this Ordinance.

Section 5. The City Clerk is hereby authorized and directed to record a copy of this Ordinance in the Madison County Office of the Recorder of Deeds.

Section 6. This Ordinance shall be in effect following its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 29th day of July, 2019.

Those voting aye: Dawson Henderson, Italiano
Levo, Manley, Partney, Turner

Those voting nay: _____

Those absent: Thompson

APPROVED:

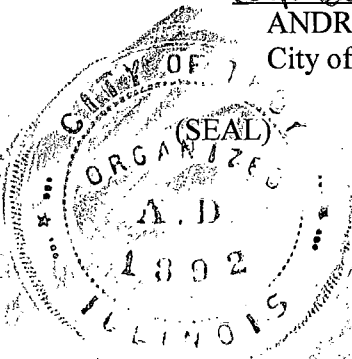
By: _____

Allen Adomite
ALLEN ADOMITE, Mayor
City of Troy, Illinois

ATTEST:

BY: _____

Andrea D Lambert
ANDREA D. LAMBERT, Clerk
City of Troy, Illinois



DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made and entered into effective as of the 29th Day of July 2019, by and between Chicago Title Land Trust Company, Successor Trustee Under the Trust Agreement Dated December 31, 1998, known as Trust No. 6708, an Illinois land trust ("Donor") and the City of Troy, Illinois, a municipal corporation organized and existing under and pursuant to the laws of the State of Illinois ("Donee").

WITNESSETH:

WHEREAS, Donee is a Municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, and is exempt from federal income taxation pursuant to section _____ of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Donor owns certain real property located in the City of Troy, County of Madison, State of Illinois, which real property is legally described on Exhibit A attached hereto, and consists of approximately 7.48 acres on Tract 1 and 1.70 acres on Lot 5 (the real property described on Exhibit A, together with any and all hereditaments and appurtenances thereunto belonging, is hereinafter collectively referred to as the "Property"); and

WHEREAS, Donor desires to donate the Property to Donee in order for Donee to construct a Splash Pad playground and park thereon, and Donee desires to accept the donation of the Property from Donor, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises and agreements hereinafter contained, Donor and Donee hereby agree as follows:

ARTICLE 1

DONATION OF THE PROPERTY

1.1. Donation of the Property. Donor agrees to donate the Property to Donee, and Donee agrees to accept the Property from Donor upon the terms, covenants and conditions herein set forth.

ARTICLE 2

CLOSING DATE AND CLOSING

2.1. Closing. The consummation of the donation contemplated by this Agreement shall occur at a closing (herein referred to as the "Closing") to be held at the offices of Madison County Title (the "Title Company") in Edwardsville, Illinois, or at such other place as the parties may mutually agree upon in writing, on or before September 30, 2019 or such other date as the parties shall mutually agree (the "Closing Date").

2.2. Donor's Obligations at Closing. At the Closing, the Donor shall execute, acknowledge (where necessary) and deliver to Donee or to the Title Company, as appropriate, the following:

A. A Trustee's Deed, in the form attached hereto as Exhibit B and incorporated herein by this reference (the "Deed"), conveying all of the Property to Donee.

B. An affidavit (or such other undertakings as may be reasonably required by the Title Company) to remove from the title policy to be issued to Donee the standard exceptions for: (i) unfiled mechanics' liens, materialmen's liens or other liens for services, labor or materials furnished; and (ii) parties in possession.

C. Such other documents and instruments as may be required to give effect to this Agreement or as may be reasonably requested by the Title Company or Donee in connection with the performance of Donor's obligations hereunder.

D. Possession of the Property.

2.3. Donee's Obligations at Closing. At the Closing, the Donee shall execute, acknowledge (where necessary) and deliver to Donor or the Title Company, as appropriate, such documents and instruments as may be required to give effect to this Agreement or as may be reasonably requested by the Title Company or Donor in connection with the performance of Donee's obligations hereunder (including without limitation evidence satisfactory to Donor of Donee's tax exempt status pursuant to Section _____ of the Code.) Donee shall not, however, be required to make any representation or certification as to the fair market value of the Property.

ARTICLE 3

CLOSING COSTS AND ADJUSTMENTS

3.1. Proration of Real Estate Taxes. Donor shall pay to Donee at Closing an amount equal to all real estate taxes for the then current tax fiscal year with respect to the Property for the Closing Date and the period prior thereto, based upon the latest available tax bills or assessment information, and all special assessments (if any) assessed or becoming a lien prior to the date of Closing. Donee shall bear responsibility for all such taxes and special assessments relating to the period after the Closing Date (provided, however, that nothing in the foregoing sentence shall obligate Donee to make such payments in the event that Donee is exempt from making such payments). In the event that on the Closing Date, the precise figures necessary for any of the foregoing adjustments are not capable of determination, the adjustments shall be made on the basis of good faith estimates of the parties, and such adjustments shall be final and binding on the parties.

3.2. Other Closing Costs.

A. At the Closing, Donor shall pay the cost of recording and filing fees regarding the release of any deeds of trust or other security documents relating to any existing loans being released, and subject to subsection B below, any other fees and costs customarily borne by sellers as "closing costs" in Madison County, Illinois.

B. At the Closing, Donee shall pay the following charges and costs: the cost of obtaining an owner's policy of title insurance regarding the Property, if Donee elects to obtain such insurance; the recording and filing fees regarding the Deed and any documents relating to financing obtained by Donee; and any other fees and costs customarily borne by buyers as "closing costs" in Madison County, Illinois.

C. The cost of any escrow or closing fees charged by the Title Company shall be borne by Donee. Each party hereto shall be responsible for the payment of the respective attorneys' fees incurred by such party in connection with this Agreement.

ARTICLE 4

DONOR'S REPRESENTATIONS, COVENANTS AND WARRANTIES

4.1 Donor's Representations, Covenants and Warranties. Donor represents, warrants and covenants to Donee as follows, which representations and warranties shall survive Closing hereunder and shall inure to the benefit of Donee, its successors and assigns and shall be considered made as of the date hereof and as of Closing Date:

A. Donor's Authority. Donor is an Illinois land trust organized and existing under and pursuant to the laws of the State of Illinois, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donor is fully authorized by all requisite authority.

B. Authority of Signatories; No Breach of Other Agreements. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donor and the signatories of Donor hereto. To the actual knowledge of Donor, the performance by Donor of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donor is bound, and, to the actual knowledge of Donor, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donor is subject.

C. All Required Action Taken. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donor and its representatives and agents.

ARTICLE 5

DONEE'S REPRESENTATIONS, COVENANTS AND WARRANTIES

5.1 Donee's Representations, Covenants and Warranties. Donee represents, warrants and covenants to Donor as follows, which representations and warranties shall survive Closing hereunder and shall inure to the benefit of Donor, its successors and assigns and shall be considered made as of the date hereof:

A. Donee's Authority. Donee is a municipal corporation organized and existing under and pursuant to the laws of the State of Illinois, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donee is fully authorized by all requisite authority; and no other consents by any other party are required for Donee to execute and deliver this Agreement and such other documents.

B. Authority of Signatories; No Breach of Other Agreements. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donee and the signatories of Donee hereto. To the actual knowledge of Donee, the performance by Donee of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donee is bound, and, to the actual knowledge of Donee, will not and does not constitute a violation of any applicable law,

Each such notice or communication shall be deemed to have been delivered to the party to which addressed on the date the same is hand-delivered, or, if sent by telecopy, on the date the transmittal thereof is confirmed as transmitted and received, or, if mailed when deposited in the United States Postal system, sent by registered or certified mail, return receipt requested, postage prepaid, as the case may be, properly addressed in the manner above provided, and shall be deemed to have been received by the party to which addressed, in the case of hand delivery, on the day it is delivered, in the case of telecopy, on the day the transmittal is confirmed as transmitted and received, or in the case of United States Mail, two (2) days after deposit in the United States Postal system. Any party hereto may change its address for the service of notice hereunder by delivering written notice of said change to the other party hereto, in the manner above provided.

ARTICLE 8

GENERAL PROVISIONS

8.1 Remedies. In the event of any breach or default by Donee or Donor hereunder, the non-defaulting party shall be entitled to pursue any and all rights and remedies allowed at law or in equity, specifically including the equitable right of specific performance in order to enforce its rights under this Agreement.

8.2 Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

8.3 Dates for Performance. All references to "business days" herein are references to working days, Monday through Friday of each calendar week. If the date for the performance of any act hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance of such act shall be deemed extended to the next business day.

8.4 Survival. Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements set forth in this Agreement shall survive (and shall be enforceable after) the Closing, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.5 Captions. The headings or captions of the articles, sections or paragraphs appearing in this Agreement are for convenience of reference only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

8.6 Binding Effect. This Agreement shall become effective and shall be binding on the parties hereto only after it has been signed by both Donee and Donor. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.7 Controlling Law. This Agreement has been made and entered into under the laws of the State of Illinois, and said laws shall control the interpretation hereof.

8.8 Time of the Essence. Time shall be of the essence in the performance of this Agreement.

8.9 Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the parties hereto notwithstanding the fact that all parties may not be signatories to the same original or the same counterpart hereof.

8.10 Assignment. Except as otherwise expressly provided herein, neither Donee nor Donor shall assign its rights, duties or obligations hereunder without the prior written consent of the other. Any assignment made in violation of this Paragraph shall be null and void and of no force or effect.

8.11 Participation. Each of the parties hereto has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

8.12 Expenses of Parties. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated hereby.

8.13 Effective Date. As used herein, the term "Effective Date" shall mean and refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the dates set forth below opposite the signatures of Donee and Donor.

8.14 Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

DONEE:

THE CITY OF TROY, ILLINOIS

By: 

Date: 7/29/19

DONOR:

Chicago Title Land Trust Company,
Successor Trustee Under the Trust
Agreement Dated December 31, 1998,
known as Trust No. 6708

By: 

By: 

By: 

Date: 8/10/19

Exhibit A

LEGAL DESCRIPTION

City of Troy, Illinois
Tract 1 – Serenade
09-1-22-08-00-000-009

Part of the Northeast and Southeast Quarter of Section 8, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, State of Illinois and being more particularly described as follows: Commencing at an iron pin at the southeast corner of Ottwein Trust No. 1 Subdivision, reference being had to the plat thereof recorded in Madison County in Plat Cabinet 63 on page 66; thence South 00 degrees 36 minutes 52 seconds West, on the westerly line of a tract of land described in the Madison County Recorders Office in Deed Book 4281 on page 1823, a distance of 615.94 feet to the southwesterly corner of said tract of land; thence South 00 degrees 28 minutes 15 seconds West, on the westerly line of a tract of land described in Madison County Recorder's Office in Document Number 2004R45376, a distance of 547.58 feet to the Point of Beginning. From said Point of Beginning; thence continuing on the westerly line of said tract of land the following two (2) courses and distances: 1.) South 00 degrees 28 minutes 15 seconds West, 821.86 feet; 2.) South 00 degrees 08 minutes 49 seconds East, 223.37 feet to the northerly right of way line of Collinsville Road; thence South 65 degrees 57 minutes 47 seconds West, on said northerly right of way line, 21.87 feet to the easterly line of tracts of lands described in Madison County Recorder's Office in Document 2003R13220; thence on said easterly line the following two (2) courses and distances: 1.) North 00 degree 08 minutes 51 seconds West, 232.45 feet; 2.) North 00 degrees 29 minutes 23 seconds East, 220.00 feet to the northeasterly corner of said tract of land; thence North 89 degrees 31 minutes 44 seconds West, on the northerly line of said tract of land described in Document 2003R13220 and the northerly line of The Greens of Troy No. 2, reference being had to the plat there of in said Recorder's Office in Plat Cabinet 65 on Page 346, a distance of 547.26 feet to the easterly line of Lot 4 of The Greens of Troy—No. 3, reference being had to the plat there of in said Recorder's Office; thence North 00 degrees 17 minutes 26 seconds West, on said easterly line of Lot 4, a distance of 216.84 feet to the southerly line of The Greens of Troy—No. 4, reference being had to the plat there of in said Recorder's Office in Document Number 2016R00496; thence North 89 degrees 38 minutes 07 seconds East, on said southerly line, 64.67 feet to the southeast corner of Lot 5 of said Greens of Troy No. 4; thence North 00 degrees 16 minutes 19 seconds West, on the easterly line of said Greens of Troy No. 4, a distance of 377.02 feet; thence North 89 degrees 40 minutes 22 seconds East, 510.34 feet to the Point of Beginning.

Said parcel contains 7.48 acres, more or less.

City of Troy, Illinois
Lot 5 – The Greens of Troy – No. 4
09-2-22-08-00-000-027

Lot 5 of The Greens of Troy – No. 4, a subdivision of part of the Northeast Quarter of Section 8, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Cabinet 66 on Page 57.

Said parcel contains 1.70 acres, more or less.

Exhibit B

FORM OF SPECIAL WARRANTY DEED

**THIS DOCUMENT PREPARED BY/
AFTER RECORDING RETURN TO:**

Frederick Keck

FUTURE TAX BILLS TO:

SPECIAL WARRANTY DEED

THIS DEED is made and entered into as of the ____ day of _____, 2019, by and between Chicago Title Land Trust Company, Successor Trustee Under the Trust Agreement Dated December 31, 1998, known as Trust No. 6708, an Illinois land trust ("Grantor") and THE CITY OF TROY, ILLINOIS, a municipal corporation organized and existing under and pursuant to the laws of the State of Illinois with a mailing address of _____ (the "Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the said Grantee, FOREVER, the Real Estate situated in the County of Madison and State of Illinois, more particularly described as follows:

See Attached Exhibit A

Subject to all covenants, declaration, conditions, restrictions, easements, rights of way and encumbrances of record, general taxes for 2008 and thereafter and special taxes becoming a lien after the date of this deed.

THIS TRANSACTION IS EXEMPT PURSUANT TO _____

TO HAVE AND TO HOLD said Real Estate, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs, successors and assigns forever. The said Grantor hereby covenanting that it and its successors and assigns shall and will WARRANT AND DEFEND the title to said Real Estate unto the said Grantee, and to its, heirs, successors and assigns forever against the

lawful claims of all persons claiming by, through or under Grantor, but none other.

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first above written.

**CHICAGO TITLE LAND TRUST COMPANY,
SUCCESSOR TRUSTEE UNDER THE TRUST
AGREEMENT DATED DECEMBER 31, 1998,
KNOWN AS TRUST NO. 6708**

By: Merrill Ottwein
Merrill Ottwein, Trustee & Beneficiary

By: Grace Ottwein
Grace Ottwein, Trustee & Beneficiary

By: Audrey Deeren
Audrey Deeren, Trustee & Beneficiary

STATE OF Illinois)
County OF Madison) ss.

On this 1st day of August, ~~2008~~ ²⁰¹⁹, before me a Notary Public in and for said State, personally appeared Merrill Ottwein ~~Grace Ottwein~~ to me personally known, who, being by me duly sworn, did say that he is the Trustee of CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE UNDER THE TRUST AGREEMENT DATED DECEMBER 31, 1998, KNOWN AS TRUST NO. 6708, and that said instrument was signed on behalf of said land trust, by authority of its trust agreement and he acknowledged said instrument to be the free act and deed of said trust.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Andrea D Lambert
Notary Public

My term expires:

9/7/21

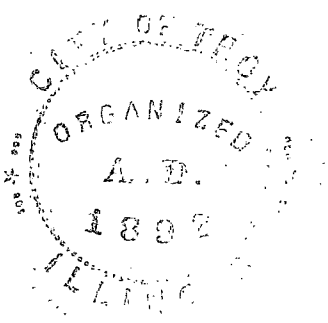
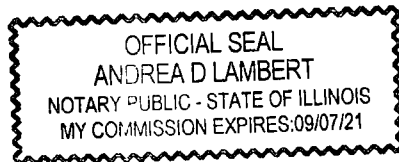


EXHIBIT A

END OF DOCUMENT