

CITY OF GALESBURG



PURCHASING

55 West Tompkins Street
Galesburg, IL 61401
Phone: 309/345-3678

INVITATION FOR BIDS

For miscellaneous title searches for Planning & Public Works

Instructions to Bidders

1. An advertisement for sealed bids on the above was published in the Galesburg Register-Mail on October 20, 2018. As stated in such notice, bids will be received until 11:00 a.m., local time, November 07, 2018: and, at that time, publicly opened and read aloud in the Basement Conference Room, located in City Hall.
2. The person, firm or corporation making a bid shall submit it in a sealed envelope to the Purchasing Agent or his duly designated representative on or before the hour and the day stated above. The notation "Bid on miscellaneous title searches" shall appear on the outside of the sealed envelope. In addition, the bidding vendor should include their company name on the outside of the bid envelope.
3. The bidder shall insert the prices on the Bid Form. The prices inserted shall be net and shall be the full, delivered cost, including all factors whatsoever.
4. Each bidder shall affirm that no official or employee of the City of Galesburg is directly or indirectly interested in this bid for any reason of personal gain.
5. No charge will be allowed for taxes from which the City of Galesburg is exempt: the Illinois Retailer's Occupation Tax, the Service Occupation Tax, the Service Use Tax, the Use Tax, Federal Excise and Transportation Tax.
6. Each bidder shall affirm that no official or employee of the City of Galesburg is directly or indirectly interested in this bid for any reason of personal gain.
7. The completion date will be considered in the award selection.
8. Applicable insurance coverage shall be carried by the successful bidder per the attached Special Provisions sheet for Contractor's Insurance. **A copy of active insurance shall be submitted to the City prior to the beginning of any work.**
9. The City will make one lump sum payment within thirty days following the completion and acceptance of the work ordered.

10. No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing and agreed to by the Purchasing Agent.
11. The City of Galesburg reserves the right to reject any and all bids and to waive any informalities or technicalities in the bidding. Any bid submitted will be binding for (60) sixty days after the date of the bid opening.
12. The City has adopted an "Equal Employment Opportunity Clause", which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's office, City Hall, Galesburg, Illinois.
13. The City of Galesburg has adopted an Affirmative Action Program. All formal sealed bids must be accompanied by a properly prepared Certificate of Compliance Form, whereby the vendor certifies the number of employees he has in each class of employment, and that affirmative action has been taken to ensure equality of opportunity in all aspects of employment.
14. Bidder certifies that all laws of the State of Illinois and ordinances of the City of Galesburg in effect at the date of bidding shall be observed by him. Evidence of any violation during the term of the agreement shall be considered sufficient reason to discontinue purchases by the City from that supplier.
15. The City requires that vendors be paid through ACH (automatic clearing house). The awarded vendor will be required to provide the City with applicable banking information for proper payment. An ACH form is attached to this document for vendor review.
16. These instructions are to be considered an integral part of any bid.

Dated: October 20, 2018

Kraig Boynton
Purchasing Agent

Specifications for
Miscellaneous Title Searches
for Planning & Public Works
of the City of Galesburg, IL

GENERAL: The City's Planning & Public Works Department seeks to enter into a new agreement with a professional firm to perform necessary title searches on an as needed basis for the City of Galesburg. Reporting provided from title search should be prepared in a legal and concise manner so as to be useable in a court of law in regards to demolitions. A sample report is attached to this request. It would be anticipated that a maximum of seven business days would be require from the time a title request is made by the City to when the awarded company would return a completed report. The City would request and prefer the ability to conduct title search requests by email to expedite the process. The awarded vendor shall maintain a local office in Galesburg, IL in which to operate so that representatives of Planning & Public Works can meet if necessary.

Those interested in providing this service shall provide an hourly rate and/or a per title bid price in lieu of an hourly rate for completing this work. The City would anticipate entering a five year agreement for providing this service. Pricing should be reflective accordingly. This contract may be canceled by either party with 45 days written notice.

In addition to submitting pricing, bidder shall provide a minimum of three references for performing this type of work in the last three years (if not the current incumbent for this service). References shall include company name, contact person, contact phone number, and contact email address.

CITY OF GALESBURG



PURCHASING

55 West Tompkins Street

Galesburg, IL 61401

Phone: 309/345-3678

BID FORM

Name of Bidder _____

Business Address _____

Telephone No. _____ Fax No. _____

E-Mail Address: _____

The Bidder above mentioned declares and certifies:

- First- That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose; and, is in all respects, fair and without collusion or fraud.

- Second - That no officer, employee or person whose salary is payable in whole or in part from the City of Galesburg is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof.

- Third - That said bidder has carefully examined the Instructions to Bidders and the Specifications; and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, the services for which this bid is made.

- Fourth - That the prices quoted herein are net and exclusive of all taxes from which the City of Galesburg is exempt.

Fifth - That the cost of the project, which meets the requirements as set forth in the Instructions to Bidders and the Specifications aforementioned is:

	2019 (in dollars)	2020 (in dollars)	2021 (in dollars)	2022 (in dollars)	2023 (in dollars)
Hourly Fee Charge					
	(in dollars)	(in dollars)	(in dollars)	(in dollars)	(in dollars)
Per Title Charge (in lieu of hourly fee)					

Sixth- That said bidder has executed the Certificate of Compliance, and has submitted herewith.

Person, Firm or Corporation

BY: _____
Authorized Signature & Title

Printed name of signer

RETURN WITH BID
TO THE CITY OF GALESBURG, ILLINOIS
CERTIFICATE OF COMPLIANCE

EMPLOY- MENT	SUPER- VISORY	SALES	OFFICE	SKILLED	SEMI- SKILLED	NON- SKILLED
WHITE						
BLACK						
OTHER						
MALE						
FEMALE						

(PLEASE FILL IN THE NUMBER OF EMPLOYEES IN EACH CLASS)

1. THE CONTRACTOR OF COMPANY WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEES OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR, SEX, AGE, NATIONAL ORIGIN, HANDICAPPING CONDITION UNRELATED TO ABILITY TO PERFORM THE JOB; AND, WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, SEX, AGE, HANDICAPOR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER, RECRUITMENT OR RECRUITMENT ADVERTISING, LAYOFF OR TERMINATION, RATES OF PAY OR OTHER COMPENSATION, AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR OR COMPANY AGREES TO POST, IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NON-DISCRIMINATION CLAUSE.

2. THE CONTRACTOR OR COMPANY WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES OR ON THEIR BEHALF, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR, SEX, AGE, HANDICAPPING CONDITION UNRELATED TO ABILITY OR NATIONAL ORIGIN. THE SAME SHALL HOLD TRUE WHEN RECRUITMENT SOURCES ARE USED TO SECURE APPLICANTS.

3. THE CONTRACTOR OR COMPANY AGREES TO NOTIFY ALL OF ITS SUBCONTRACTORS OF THEIR OBLIGATION TO COMPLY WITH THE NON-DISCRIMINATION POLICY.

4. IN THE EVENT OF THE CONTRACTOR'S OR COMPANY'S NON-COMPLIANCE WITH THE NON-DISCRIMINATION CLAUSES OF THE CONTRACT OR PURCHASE OR WITH ANY OF SUCH RULES, REGULATIONS OR ORDERS, THE CONTRACT OR PURCHASE MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR OR COMPANY MAY BE DECLARED INELIGIBLE FOR FURTHER CITY CONTRACTS OR PURCHASES IN ACCORDANCE WITH THE AFFIRMATIVE ACTION PROGRAM ADOPTED BY THE GALESBURG CITY COUNCIL AT THEIR MEETING ON AUGUST 6, 1990.

BY: _____

BIDDER

RETURN WITH BID

**CITY OF GALESBURG
MUNICIPAL VENDORS HOLD HARMLESS AGREEMENT**

All vendors doing business with the City of Galesburg, Illinois, shall read and agree to sign this Hold Harmless Agreement. In lieu of the vendor signing this agreement, the City will accept being named as an additional insured on the vendor's general liability policy only as respects specific operations performed by the vendor on behalf of or on the premises of the City of Galesburg, Illinois.

"In consideration of your permitting us, our servants, our agents, employees and representatives from time to time to enter upon or to place or maintain equipment upon premises owned or controlled by you for the purposes of servicing our account, we agree to indemnify and hold harmless the City and its' agents and employees from and against all claims for personal injury or property damage, including claims against the City, its' agents or servants, and all losses or expenses, including attorney's fees that may be incurred by the City in defending such claims, rising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Municipal Vendor, or anyone directly or indirectly employed by the Municipal Vendor or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Municipal Vendor, under Workers' Compensation Acts, Disability Acts, or other Employee Benefit Acts."

Subscribed and Sworn to Before me this _____, 20_____

Person, Firm, or Corporation

Notary Public

SPECIAL PROVISIONS TO COVER
CONTRACTOR'S AND MUNICIPAL VENDORS

The Contractor, or Municipal Vendor, shall not commence work under this contract until he has obtained all insurance required under this paragraph, and such insurance has been approved by the City; nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been approved by the City.

<u>COVERAGE</u>	<u>LIMITS</u>
1) Comprehensive General Liability	
Bodily Injury	\$500,000 each occurrence \$500,000 aggregate
Property Damage	\$500,000 each occurrence \$500,000 aggregate
OR	
	\$1,000,000
Combined Single Limit Comprehensive Form Premises-Operations Explosion Collapse Hazard Underground Hazard Products/Completed Operations Contractual Insurance* Broad Form Property Damage Independent Contractors	

*See separate Hold Harmless Agreement for Contractors and Municipal Vendors.

<u>COVERAGE</u>	<u>LIMITS</u>
2) Automobile Liability	
Bodily Injury	\$300,000 each person \$500,000 each accident
3) Property Damage	\$100,000 OR \$500,000 Combined Single Limit
Comprehensive Form Hired Non-Owned	
Workers' Compensation	
A. Statutory B. \$500,000 each accident	

4) Excess Liability - Umbrella Form

Although not a minimum requirement unless specifically stated, all contractors should seriously consider an umbrella policy of at least \$1,000,000.

The above insurance requirements are minimum insurance requirements, however, the City of Galesburg, Illinois reserves the right to demand specific insurance requirements for specific contracts.

The contractor, prior to execution of the contract, shall file with the City copies of completed certificates of insurance, satisfactory to the City, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work to its completion, being whenever the improvement called for by the contract shall have been completely performed on the part of the contractor and all parts of the work have been approved and accepted by the City, and the final payment made. The policy of insurance shall include the City as an additional insured or provide separate coverage with an Owner's Protective policy.

All such insurance must include an endorsement whereby the insurer agrees to notify the City at least 30 days prior to non-renewal, reduction, or cancellation. The contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

THIS FORM IS BASED ON IRS REQUIREMENTS FOR THE SAME ESSENTIAL INFORMATION AS A W-9

RETURN TO: CITY OF GALESBURG
ATTN: A/P
55 W TOMPKINS ST
GALESBURG, IL 61401

OR FAX TO: 309-343-4765

The following information is needed to complete your vendor file and to comply with IRS requirements. Please fill out this form as completely as possible to ensure proper payment to you. Please return completed form as soon as possible to The City of Galesburg at the above address or fax number. Please call 309-345-3674 with any questions.

BUSINESS NAME: _____

INDIVIDUAL NAME: _____

(for Sole Proprietors as appears on Social Security Card)

BUSINESS ADDRESS: _____

CITY, STATE, ZIP: _____

YOUR TAXPAYER IDENTIFICATION NUMBER: _____
(FEIN or business tax ID. No.)

OR, YOUR SOCIAL SECURITY NUMBER: _____
(If using SSN, enter the name on the card above as Individual Name.)

PLEASE CHECK APPROPRIATE BOX:

Individual/Sole Proprietor Corporation Partnership Other _____

YOUR COMPANY PROVIDES:

Legal Services Services Materials Other _____

ARE YOU SUBJECT TO BACKUP WITHHOLDING?

Yes No

PERSON TO CONTACT: _____

PHONE NUMBER: _____

UNDER PENALTY OF PERJURY, I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS CORRECT AND COMPLETE.

Signature

Date

Title

FOR OFFICE USE ONLY

ENTERED INTO SYSTEM

VENDOR NUMBER: _____

Only required to be submitted if your firm is the awarded vendor.



City of Galesburg

Operating Under Council – Manager Government Since 1957

Due to the procedural change in the City Council agendas, vendor payments will only be approved at the first Council meeting of the month, therefore, vendors will now be paid on a monthly basis.

The City of Galesburg will no longer be issuing checks for vendor payments. The City will pay vendors through ACH by automatically depositing payments to a bank checking/savings account (once a month) or payment to vendors can be made by credit card at the time of purchase.

In order to process your next payment, please fill out the following information and provide a copy of a void check. Please mail to City of Galesburg, Accounts Payable, P.O. Box 1589, Galesburg, IL 61402-1589 or fax the completed form and a void check, if the funds are being deposited to a checking account, to the fax number listed below.

Vendor Name: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Email Address: _____

Bank Name: _____

Checking/Savings Acct Number: _____

(Please indicate type of account by circling Checking or Savings)

Bank Routing Number: _____

Signature: _____

Payment information will be e-mailed to you approximately 2 days prior to the funds being credited to your bank account. If you have any questions, please contact me.

Sharon L. Heiden
Accounts Payable
City of Galesburg
309-345-3674
309-343-4765 fax

| *Title Company Here*

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under the Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will end under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Exceptions in Schedule B.

The Conditions, Requirements and Standard Exceptions on the other side of this page.

The Commitment is not valid without Schedule A and Schedule B.

Title Insurance Company

BY

PRESIDENT

ATTEST

SECRETARY

BY

COUNTERSIGNED

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Record" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) shown below are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown below
or
eliminate with our written consent any Exceptions shown
in Schedule B or the Standard Exceptions noted below.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.

STANDARD EXCEPTIONS

The following Standard Exceptions will be shown on your policy:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Easements, or claims of easements, not shown by the public records.
- (3) Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
- (4) Any lien or right to 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, if any, not shown as existing liens by the public records.
- (6) Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

Note for informational purposes:

"The final 2006 ALTA Policy issued will contain an arbitration provision. When the Amount of Insurance is \$2,000,000 or less, all arbitral matters in dispute shall be arbitrated at the option of either the Company or the Insured and will be the exclusive remedy available to the Parties. You may review a copy of the arbitration rules at "<http://www.alt.org>."

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

| *Title Insurance Company*

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Title Insurance Company

SCHEDULE A

1. Commitment Effective Date: Enter Date here Commitment No. #####

2. Policy or Policies to be issued: Amount

***** Owner's Policy (2006 Form)

Proposed Insured: City of Galesburg

***** Loan Policy (2006 Form)

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein, is Fee Simple and title to the estate or interest in said land is at the effective date hereof vested in.

4. The land referred to in this Commitment is situated in the County of Knox, State of Illinois, and is described as follows:

See Attached Exhibit A for Legal Description

This commitment is valid only if Schedule B is attached.

Title Company
Address
City, State, Zip
Phone

Title Insurance Company

EXHIBIT A

A part of Lots ##, ## and ## in ***** Subdivision of ***** Acre Lots ## and ## in the City of Galesburg, Knox County, Illinois, bounded as follows:

**

PIN#: ##-##-###-###

Physical Address
Galesburg, Illinois 61401

This commitment is valid only if Schedule B is attached.

Title Company
Address
City, State, Zip
Phone

Title Insurance Company

Commitment No. #####

**SCHEDULE B-I
(REQUIREMENTS)**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
2. Pay us the premiums, fees, and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.

End of Schedule B-I (Requirements)

Title Insurance Company

Commitment No. #####

Commitment No. #####

SCHEDULE B II CONTINUED

1. Taxes for #### and subsequent years which are a lien, although not yet due or payable.
Property Tax I.D. Number: ####-###-###
Taxes for #### were SOLD in the amount of \$#####.
Taxes for ####, #### and #### were also sold.
NOTE: Per ***** at Circuit Clerk's Office, the time is up for the tax buyer *****.
2. Notice of Lien dated ###/###/## and recorded ###/###/## as Document Number ##### made by Gloria Osborn, the Director of the Community Development Department for the City of Galesburg vs. the Property in Question in the amount of \$#####.
3. Notice of Lien dated ###/###/## and recorded ###/###/## as Document Number ##### made by Gloria Osborn, the Director of the Community Development Department for the City of Galesburg vs. the Property in Question in the amount of \$#####.
4. Notice of Lien dated ###/###/## and recorded ###/###/## as Document Number ##### made by Gloria Osborn, the Director of the Community Development Department for the City of Galesburg vs. the Property in Question in the amount of \$#####.
5. Notice of Lien dated ###/###/## and recorded ###/###/## as Document Number ##### made by Gloria Osborn, the Director of the Community Development Department for the City of Galesburg vs. the Property in Question in the amount of \$#####.
6. Notice of Lien dated ###/###/## and recorded ###/###/## as Document Number ##### made by Gloria Osborn, the Director of the Community Development Department for the City of Galesburg vs. the Property in Question in the amount of \$#####.
7. Notice of Lien dated ###/###/## and recorded ###/###/## as Document Number ##### made by Gloria Osborn, the Director of the Community Development Department for the City of Galesburg vs. the Property in Question in the amount of \$#####.
8. Memorandum of Judgment dated ###/###/## and recorded ###/###/## in Book #### at Page ### as Document Number #####, made by ***** vs. ***** in the amount of \$#####.
9. In order that the title to the land may be insured following completion of the contemplated proceedings to foreclose the demolition the following is noted:
 - A. Upon institution of the contemplated proceedings, a notice of foreclosure in proper form should be placed of record.
 - B. The following persons are necessary parties to any such proceedings:

*****, **as record owner of the land.**

Note: In the event any of the parties listed herein are deceased, their heirs or devisees should be made parties by name if known; and if unknown, then by the name and description of "unknown heirs and

Commitment No. #####

SCHEDULE B II CONTINUED

devises of" such deceased person or persons. If it is not known or cannot be ascertained whether any of the said necessary parties be living or dead, then such parties should be made parties by name, and such persons as would be their heirs or devisees should also be made parties to the proceedings as "unknown owners".

Note: Any persons whose name(s) are unknown and unascertainable, should be made parties under the description of "unknown owners", unless the contrary is herein indicated.

C. In addition to the foregoing, the following would be necessary parties to the proceeding:

1. All persons acquiring rights in the land subsequent to the date of this commitment and prior to the recording of a proper notice of foreclosure.
2. All persons, other than those named herein, known to plaintiff or plaintiff's attorney to have or claim an interest in the land.
3. All persons who are in possession of said land.
4. Unknown owners, generally.
5. Non-record claimants.

Note: Section 2410 of the Federal Judicial Code requires that any action to foreclose a demolition lien naming the United States as a party "must seek a judicial sale." In the event a sale is not sought in the contemplated proceeding, we note the consequences of liens, if any, in favor of the United States which appear of record.

Note: The proceeding will not affect the exceptions noted herein at nos. 1, 2, and 3; and our policy when Issued will be subject to the exceptions unless satisfactory disposition thereof is otherwise made.

Note: Our policy, if and when issued, will contain exceptions to:

1. The right of any interested party to directly attack the orders and decrees which may be entered in the foreclosure proceedings;
2. The right of present or future creditors pursuant to federal bankruptcy code provisions concerning fraudulent transfers to set aside or void the sheriff's deed issued in the foreclosure proceeding.

SAMPLE OF REPORTING REQUESTED

Commitment No. #####

SCHEDULE B II CONTINUED

Title Insurance Company

Issued by: Title Company

Address

City, State, Zip

By: Authorized Signature Here

SCHEDULE B-II
(EXCEPTIONS)

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

STANDARD EXCEPTIONS:

Informational Note: The final policy to be issued contains an arbitration provision. When the Amount of Insurance is \$2,000,000 or less, all arbitral matters in dispute shall be arbitrated at the option of either the Company or the Insured and will be the exclusive remedy available to the Parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

1. Right or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
4. Any lien or right to 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, if any, not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

Title Insurance Company

Commitment No. #####