

Attached is the agenda packet for the September 18, 2023 Board Meeting. For those of you with Drop Box, the file will be placed in the Drop Box Folder.

The Village Board meeting will begin at 7:00 PM. All discussions and business will occur at the Village Board meeting. After consideration of the meeting minutes and accounts payable, the meeting will proceed to new and old business.

Please contact the Mayor if you have any questions or if you wish to attend the meeting electronically.

James McDonald, Mayor
Mary Konrad, Clerk
Austin Adams, Treasurer



Trustees:
Allena Barbato
Scott Bartlett
Glenn McCollum
Jeff Nielsen
Tom O'Reilly
Doug Savell

AGENDA
VILLAGE OF LAKE VILLA
BOARD OF TRUSTEES
September 18, 2023
7:00 pm

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes of September 5, 2023 Board Meeting
5. Accounts Payable – September 18, 2023
6. Mayor
7. Staff Reports
8. New Business
 - a. Discussion: Painted Lake Subdivision No. 1 Declaration Amendment
 - b. Ordinance 2023-09-02: Approval of an Ordinance Authorizing the Acquisition of Certain Real Estate by the Village of Lake Villa, Approving a Real Estate Purchase Relative Thereto, and Authorizing the Execution Thereof
 - c. Discussion and/or Reconsideration: Well No. 7 Booster Station Rehabilitation Project
9. Executive Session
10. Adjournment



DATE: September 14, 2023

TO: Village Board of Trustees

FROM: Michael Strong
Village Administrator

RE: Agenda Transmittal

New Business

a. Discussion: Painted Lake Subdivision No. 1 Declaration Amendment

Staff Contact: Michael Strong, Village Administrator

Painted Lake Subdivision No. 1 has made a request to the Village to amend its Declaration Amendment. The Association's Declaration states that any provision to the Declaration requires express written consent of the Village of Lake Villa.

The Association Board is requesting that the Village allow the Declaration amendment to proceed removing all relevant portions related to Village approval of the Association property. Village Attorney James Bateman will discuss the matter with the Village Board. Attached is the request from the law firm representing Painted Lakes Subdivision No. 1.

Suggested Motion: *Provide direction regarding the Declaration Amendment request made by Painted Lakes Subdivision No. 1*

b. Ordinance 2023-09-02: Approval of an Ordinance Authorizing the Acquisition of Certain Real Estate by the Village of Lake Villa, Approving a Real Estate Purchase Relative Thereto, and Authorizing the Execution Thereof

Staff Contact: Jake Litz, Assistant to the Village Administrator

Pursuant to Village Board direction, the Village is moving forward with the purchase 76 Cedar Avenue and the adjacent lot to the north of the house. The Ordinance for approval will authorize the acquisition of the property and approve the purchase. The signed contract, addendum, and attorney modification letter are also attached for context. If you have specific questions related to the ordinance, real estate contract, or

additional documents, please contact staff in advance of Monday's Village Board meeting.

Suggested Motion: *Motion to Approve an Ordinance Authorizing the Acquisition of Certain Real Estate by the Village of Lake Villa, Approving a Real Estate Purchase Relative Thereto, and Authorizing the Execution Thereof*

c. Discussion and/or Reconsideration if Bids: Well No. 7 Booster Station Rehabilitation Project

Staff Contact(s): Jim Bowles, Superintendent of Public Works and Bob Doeringsfield, Applied Technologies.

During the Village Board meeting on September 5, 2023, the Village Board held a discussion to consider awarding a contract for the Well No. 7 Booster Station Rehabilitation Project in Loffredo Park. As was presented, two bids were received for the project. While the low bid was submitted by Manusos General Contracting, Inc. for \$897,000, which exceeded the anticipated probable construction cost for the project and the current fiscal year budget allocation.

During the meeting Superintendent of Water & Sewer Jim Bowles and Applied Technologies, Inc., the Village Engineer, reviewed some possible options the Village Board may consider relative to the bid results including rejecting the bids, awarding the bid with a reduced scope, and extending the contract period over multiple budget cycles to cover the Village's budget shortfall. The Village Board deliberated on the options presented and was ultimately split on its decision to move forward with a recommendation to award the bid at that time. While the Village Board presented a motion to proceed with options 2 and 3, ultimately there were not enough votes cast to approve the motion.

Since the meeting, Village staff have been exploring an alternative path that could be pursued as an alternative to the booster pump station. As the Village Board may recall, with connecting the two water systems, one pressure zone was established in the distribution system (north/south). The booster pump station with piping modifications would create two pressure zones. The new booster station was designed to transfer water from the lower pressure of the south zone to the higher-pressure north zone. This would allow the Village to take full advantage of Tower B (Blue Tower) volume and pressure by allowing it to operate as a full tank. As stated, due to the elevation of Tower B and pressures between the south and north zones, current tower capacity is capped at roughly 50% or 100,000 gallons.

An alternative method the Village may consider is reducing the elevation of Tower B by shortening the tower stem by approximately twelve feet. Based on the staff's review of a recent bid for a similar project in Wisconsin, it is possible that this alternative

approach could result in significant cost savings on construction costs for the Village.

Further information on this alternative approach will be presented during the meeting.

Village staff will be requesting direction from the Village Board on this project and has prepared motion(s) below that may be considered by the Board relative to this project:

Suggested Motion(s):

Motion to award the project to the low bidder, Manusos General Contracting, Inc. in the amount of \$897,000 for the Well No. 7 Booster Station Rehabilitation Project

AND

Motion to authorize a Contract Change Order for the Well No. 7 Booster Pump Station Rehabilitation Project in the amount of \$102,868.80 for a reduction in scope for the project

-OR-

Motion to Reject All Bids Relative to the Well No. 7 Booster Pump Station Rehabilitation Project for FY2024.

**VILLAGE OF LAKE VILLA
VILLAGE BOARD
REGULAR MEETING
SEPTEMBER 5th, 2023**

Call to Order: Mayor McDonald called the meeting to order at 7:10 p.m.

Present: Mayor McDonald, Village Clerk Konrad, Trustees: Barbato, O'Reilly, Savell and McCollum, Police Chief Rochelle Tisinai, Village Administrator Mike Strong, Public Works Supervisor Ryan Horton, Assistant to the Village Administrator Jake Litz, and Village Attorney James Bateman via video conference. Public Works Supervisor Jim Bowles arrived at 7:28pm. Trustee Bartlett was absent.

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, O'Reilly, Savell, McCollum)

NAYS: 0

ABSENT: 1 (Bartlett)

ABSTAIN: 0

MOTION CARRIED

Public Comment: None

Mayor: The Mayor recognized Kurt Skinner for his 30 years of service to the Village. The Celebration of Fall will be held September 9th, 3pm-8pm with fireworks immediately following.

Minutes: It was moved by Trustee Savell and seconded by Trustee McCollum to approve the August 21st, 2023 Village Board Minutes.

ROLL CALL VOTE WAS:

AYES: 4 (Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 1 (Bartlett)

ABSTAIN: 1 (Nielsen)

MOTION CARRIED

Finance: It was moved by Trustee Nielsen and seconded by Trustee Savell to approve the Accounts Payable Report for September 5th, for \$ 285,382.22

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, O'Reilly, Savell, McCollum)

NAYS: 0

ABSENT: 1 (Bartlett)

ABSTAIN: 0

MOTION CARRIED

Staff Reports: Public works reported that notices were sent out to Painted Lakes Subdivision for valve replacement.

New Business: **Approval: Annual Curb & Sidewalk Program**

The Village has selected Suburban Concrete, Inc. for its Curb and Sidewalk Program for 2023. The total cost of the work will not exceed \$75,000 and is scheduled to be completed between September 15, 2023 and October 15, 2023. The is budgeted as part of the Village's annual Sidewalk Maintenance program.

It was moved by Trustee Barbato and seconded by Trustee Savell to approve the contract, as amended, for sidewalk and curb installation with Suburban Concrete, Inc.

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, O'Reilly, Savell, McCollum)

NAYS: 0

ABSENT: 1 (Bartlett)

ABSTAIN: 0

MOTION CARRIED

Ordinance 2023-09-01: Approval of an Ordinance Adopting Amendments to the Village of Lake Villa Village Code Relative to Liquor Licensing

Pursuant to Village Board's decision, discussion regarding proposed changes to the Village's Liquor Licensing code will occur at Tuesday night's meeting.

It was moved by Trustee and seconded by Trustee to approve an Ordinance adopting amendments to the Village of Lake Villa Village code relative to Liquor Licensing.

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, O'Reilly, Savell, McCollum)

NAYS: 0

ABSENT: 1 (Bartlett)

ABSTAIN: 0

MOTION CARRIED

Approval: National Testing Network Agreement

The National Testing Network provides the Village with professional testing and recruitment services. The annual membership fee is \$500. The purposed agreement would be used to assist the Lake Villa Police Commissioners build the Village's eligibility list.

It was moved by Trustee Nielsen and seconded by Trustee O'Reilly to approve an agreement with the National Testing Network (*NTN*)

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, O'Reilly, Savell, McCollum)

NAYS: 0

ABSENT: 1 (Bartlett)

ABSTAIN: 0

MOTION CARRIED

Approval: Water No. 7 Booster Station Rehabilitation Project

The Village contracted with Applied Technologies (ATI) for the evaluation of bids for the North Booster Pump Station project. Two bids were received. The low bid was submitted by Manusos General Contracting, Inc. for \$897,000. ATI determined that while the bids were higher than probable construction of cost for the project, the bidding environment is extremely volatile.

The Village Board conferred on three options to move forward with this project

- Reject all bids, allocate additional funding in a future budget, and rebid the project.
- Award the project and reduce the total project cost by removing scope items.
- Award the project and extend the project over multiple budget cycles.

As part of option 2, ATI provided removing several items from the scope of the project including:

- leaving the existing restroom sanitary holding tanks
- not installing the grinder pump station
- not installing the electrical controls for the grinder pump station
- not installing the 1,200 feet of pressure sewer service to connect the Northern Interceptor Sewer

Removing these items would reduce the total cost of the project by roughly 11%.

It was moved by Trustee O'Reilly and seconded by Trustee Savell to award the project to the low bidder, Manusos General Contracting, Inc. in the amount of \$897,000

ROLL CALL VOTE WAS:

AYES: 3 (Barbato, O'Reilly, Savell)

NAYS: 2 (Nielsen, McCollum)

ABSENT: 1 (Bartlett)

ABSTAIN: 0

MOTION CARRIED

Executive

Sesssion:

It was moved by Trustee Nielsen and seconded by Trustee Savell to go into executive session for sale or lease of village property and land acquisition at 8:50pm.

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, O'Reilly, Savell, McCollum)

NAYS: 0

ABSENT: 1 (Bartlett)

ABSTAIN: 0

MOTION CARRIED

Adjournment: It was moved by Trustee O'Reilly and seconded by Trustee Savell to adjourn at 8:51pm

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, O'Reilly, Savell, McCollum)

NAYS: 0

ABSENT: 1 (Bartlett)

ABSTAIN: 0

MOTION CARRIED

APPROVED BY ME THIS _____ September, 2023

JAMES MCDONALD, MAYOR

MARY KONRAD, CLERK

VILLAGE OF LAKE VILLA Treasurer's Report
EXP CHECK RUN DATES 09/06/2023 - 09/18/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total YTD	Over Budget
AFLAC								
GENERAL FUND		AFLAC	AFLAC	2,551.86	01-00-10-2110	0.00	(34,452.15)	
			Vendor Total:	2,551.86				
AMERI TEMP								
SPECIAL EVENTS FUND		CELEBRATION OF FALL	GENERATOR- FALL FEST	3,779.00	81-00-00-4368	25,000.00	9,250.00	
			Vendor Total:	3,779.00				
AMERICAN GASES CORP								
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	OXYGEN/ACETYLENE	28.68	01-46-40-4910	16,000.00	3,727.50	
			Vendor Total:	28.68				
ANTIOCH CHRYSLER DODGE JEEP								
GENERAL FUND	FLEET	CONTRACT VEHICLE MAINT	DODGE CHARGER	134.25	01-30-20-4230	30,000.00	6,605.89	
WATER & SEWER	SEWER	CONTRACT VEHICLE MAINT	DODGE CHARGER	22.38	60-43-20-4230	5,000.00	1,115.44	
WATER & SEWER	WATER	CONTRACT VEHICLE MAINT	DODGE CHARGER	22.37	60-42-20-4230	5,000.00	1,056.11	
			Vendor Total:	179.00				
BAXTER & WOODMAN								
GENERAL CAPITAL FUND		DESIGN STORM SEWER IMP	LAKE VILLA STORMWATER I	11,847.00	90-00-00-8151	85,000.00	0.00	
WATER & SEWER	WATER	ENGINEERING-WATER	GIS CONSULTING SERVICE	1,420.00	60-42-20-4320	35,000.00	13,338.00	
			Vendor Total:	13,267.00				
BILLER PRESS & MFG., INC.								
GENERAL FUND	POLICE	PRINTING	WARNING NOTICE BOOKS	643.00	01-20-60-4440	4,500.00	3,062.98	
			Vendor Total:	643.00				
BROOKS-ALLAN								
SPECIAL EVENTS FUND		CELEBRATION OF FALL	CELEBRATION OF FALL- T	373.00	81-00-00-4368	25,000.00	9,250.00	
			Vendor Total:	373.00				
BURRIS EQUIPMENT CO.								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SERVICE KIT/ EXTENDED C	325.70	01-30-60-4930	52,500.00	11,434.82	
WATER & SEWER	WATER	VEHICLE SUPPLIES	SERVICE KIT/ EXTENDED C	54.28	60-42-60-4930	8,750.00	1,869.68	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	SERVICE KIT/ EXTENDED C	54.29	60-43-60-4930	8,750.00	1,869.84	
			Vendor Total:	434.27				
CARDMEMBER SERVICE								
GENERAL FUND	ADMINISTRATIVE	SOFTWARE LICENSES- DRO	AUGUST 2023 -08/09/202	9.99	01-10-60-5213	25,000.00	12,105.83	
WATER & SEWER	WATER	SOFTWARE LICENSES- DRO	AUGUST 2023 -08/09/202	5.00	60-42-60-5213	12,500.00	3,260.86	
WATER & SEWER	SEWER	SOFTWARE LICENSES- DRO	AUGUST 2023 -08/09/202	5.00	60-43-60-5213	12,500.00	3,260.87	
GENERAL FUND	ADMINISTRATIVE	CRAINS	AUGUST 2023 -08/09/202	16.25	01-10-60-4531	10,000.00	1,094.80	
GENERAL FUND	POLICE	FALL FEST/ CORNHOLE BO	AUGUST 2023 -08/09/202	89.33	01-20-60-5190	8,000.00	1,033.56	
GENERAL FUND	POLICE	EPSON RIBBON CARTRIDGE	AUGUST 2023 -08/09/202	22.90	01-20-60-5190	8,000.00	1,033.56	
GENERAL FUND	POLICE	WALMART-EXECUTIVE CHAI	AUGUST 2023 -08/09/202	160.98	01-20-60-5190	8,000.00	1,033.56	
GENERAL FUND	POLICE	COLOR CARD STOCK	AUGUST 2023 -08/09/202	16.30	01-20-60-4810	12,000.00	2,302.36	
GENERAL FUND	POLICE	FALL FEST- PD PARTY FA	AUGUST 2023 -08/09/202	126.99	01-20-60-5190	8,000.00	1,033.56	
GENERAL FUND	POLICE	FALL FEST- WALMART PRI	AUGUST 2023 -08/09/202	12.88	01-20-60-5190	8,000.00	1,033.56	
GENERAL FUND	POLICE	FALL FEST- DOLLAR TREE	AUGUST 2023 -08/09/202	17.47	01-20-60-5190	8,000.00	1,033.56	
GENERAL FUND	POLICE	FALL FEST- FACES CUT O	AUGUST 2023 -08/09/202	64.98	01-20-60-5190	8,000.00	1,033.56	
GENERAL FUND	POLICE	TRAINING/TRAVEL	AUGUST 2023 -08/09/202	28.00	01-20-60-4530	19,500.00	3,543.94	
GENERAL FUND	POLICE	FALL FEST- MINI CARS/P	AUGUST 2023 -08/09/202	73.89	01-20-60-4940	6,000.00	791.29	
SPECIAL EVENTS FUND		CELEBRATION OF FALL- V	AUGUST 2023 -08/09/202	46.46	81-00-00-4368	25,000.00	9,250.00	
GENERAL FUND	POLICE	CHAIRS FOR SQUAD ROOM	AUGUST 2023 -08/09/202	443.49	01-20-60-5190	8,000.00	1,033.56	
GENERAL FUND	POLICE	TRAINING/TRAVEL- BEST	AUGUST 2023 -08/09/202	444.00	01-20-60-4530	19,500.00	3,543.94	
WATER & SEWER	WATER	SUPPLIES - WATER	AUGUST 2023 -08/09/202	409.54	60-42-40-4950	35,000.00	9,463.05	
SPECIAL EVENTS FUND		COF- ORIENTAL TRADING-	AUGUST 2023 -08/09/202	176.87	81-00-00-4368	25,000.00	9,250.00	
SPECIAL EVENTS FUND		COF-DOLLAR TREE- SILEN	AUGUST 2023 -08/09/202	29.56	81-00-00-4368	25,000.00	9,250.00	
SPECIAL EVENTS FUND		COF- WALMART- GATORADE,	AUGUST 2023 -08/09/202	74.78	81-00-00-4368	25,000.00	9,250.00	
SPECIAL EVENTS FUND		COF- SAMS CLUB- WATER/'	AUGUST 2023 -08/09/202	191.62	81-00-00-4368	25,000.00	9,250.00	
SPECIAL EVENTS FUND		COF- HOBBY LOBBY- PAIN	AUGUST 2023 -08/09/202	26.89	81-00-00-4368	25,000.00	9,250.00	
SPECIAL EVENTS FUND		COF- HOBBY LOBBY- PAIN	AUGUST 2023 -08/09/202	45.12	81-00-00-4368	25,000.00	9,250.00	
GENERAL FUND	ADMINISTRATIVE	KEYBOARD COVER FOR SUR	AUGUST 2023 -08/09/202	25.95	01-10-60-5190	8,000.00	5,265.87	
SPECIAL EVENTS FUND		COF- PRIZES/ ORANGE CO	AUGUST 2023 -08/09/202	133.96	81-00-00-4368	25,000.00	9,250.00	
SPECIAL EVENTS FUND		COF- CLEAR FRAMES/ SIL	AUGUST 2023 -08/09/202	171.87	81-00-00-4368	25,000.00	9,250.00	
SPECIAL EVENTS FUND		COF- FRAMES FOR GIFT C	AUGUST 2023 -08/09/202	24.19	81-00-00-4368	25,000.00	9,250.00	

VILLAGE OF LAKE VILLA Treasurer's Report
 EXP CHECK RUN DATES 09/06/2023 - 09/18/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
SPECIAL EVENTS FUND	ADMINISTRATIVE	COF- CASH BOXES	AUGUST 2023 -08/09/2023	70.91	81-00-00-4368	25,000.00	9,250.00	
SPECIAL EVENTS FUND		COF -DOLLARTREE- SUPPL	AUGUST 2023 -08/09/2023	64.20	81-00-00-4368	25,000.00	9,250.00	
GENERAL FUND		GOV FINANCE OFFICERS A	AUGUST 2023 -08/09/2023	150.00	01-10-60-4531	10,000.00	1,094.80	
Vendor Total:			3,179.37					
CASH								
SPECIAL EVENTS FUND		CELEBRATION OF FALL	REIMBURSE -CAREY DENZE	23.75	81-00-00-4368	25,000.00	9,250.00	
Vendor Total:			23.75					
CENTRAL LAKE COUNTY JAWA								
WATER & SEWER	WATER	CLC-JAWA	AUGUST 2023	35,047.80	60-42-20-4351	334,194.00	135,676.68	
WATER & SEWER	WATER	CLC JAWA CONNECTION FEI	AUGUST 2023	19,575.00	60-42-20-4352	234,900.00	78,300.00	
Vendor Total:			54,622.80					
CES								
GENERAL FUND	STREETS	SUPPLIES	CEDAR AVE	97.68	01-41-40-4940	15,000.00	3,869.38	
GENERAL FUND	STREETS	MAINTENANCE - SIGNS &	15W LED KNUVKE MNT/ STI	190.16	01-41-40-4270	5,000.00	1,753.12	
Vendor Total:			287.84					
COMCAST CABLE								
GENERAL FUND	BUILDINGS & GROUNDS	TELEPHONE	65 CEDAR AVE OFC	283.98	01-46-60-4420	18,000.00	6,629.91	
WATER & SEWER	WATER	TELEPHONE	65 CEDAR AVE OFC	47.33	60-42-60-4420	3,000.00	882.15	
WATER & SEWER	SEWER	TELEPHONE	65 CEDAR AVE OFC	47.33	60-43-60-4420	3,000.00	882.18	
Vendor Total:			378.64					
CONSERV FS, INC.								
GENERAL FUND	FLEET	AUTOMOTIVE FUEL/OIL	877.6 GAL UNL GAS	2,381.37	01-30-60-4820	82,500.00	31,012.78	
WATER & SEWER	WATER	AUTOMOTIVE FUEL/OIL	877.6 GAL UNL GAS	396.90	60-42-60-4820	13,750.00	5,266.61	
WATER & SEWER	SEWER	AUTOMOTIVE FUEL/OIL	877.6 GAL UNL GAS	396.89	60-43-60-4820	13,750.00	5,266.62	
Vendor Total:			3,175.16					
CUTLER WORKWEAR								
GENERAL FUND	STREETS	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- MAT'	25.64	01-41-60-4170	3,000.00	713.89	
WATER & SEWER	WATER	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- MAT'	12.82	60-42-60-4170	1,500.00	372.43	
WATER & SEWER	SEWER	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- MAT'	12.83	60-43-60-4170	1,500.00	372.46	
Vendor Total:			51.29					
DEKIND COMPUTER CONSULTANTS								
GENERAL FUND	ADMINISTRATIVE	IT SUPPORT -75% (MONTH	8.75 OT HOURS FOR AUGU	557.81	01-10-20-5215	9,000.00	3,531.55	
WATER & SEWER	WATER	IT SUPPORT -12.5%	8.75 OT HOURS FOR AUGU	92.97	60-42-20-5215	1,500.00	588.60	
WATER & SEWER	SEWER	IT SUPPORT -12.5%	8.75 OT HOURS FOR AUGU	92.97	60-43-20-5215	1,500.00	588.60	
GENERAL FUND	ADMINISTRATIVE	IT SUPPORT -75% (MONTH	MONTHLY SERVICE- OCTOB	600.00	01-10-20-5215	9,000.00	3,531.55	
WATER & SEWER	WATER	IT SUPPORT -12.5%	MONTHLY SERVICE- OCTOB	100.00	60-42-20-5215	1,500.00	588.60	
WATER & SEWER	SEWER	IT SUPPORT -12.5%	MONTHLY SERVICE- OCTOB	100.00	60-43-20-5215	1,500.00	588.60	
GENERAL CAPITAL FUND		INFORMATION TECHNOLOGY	MONTHLY SERVICE- OCTOB	1,242.00	90-00-00-8150	40,000.00	21,377.89	
Vendor Total:			2,785.75					
EGOV STRATEGIES								
GENERAL FUND	ADMINISTRATIVE	SOFTWARE LICENSES- 50%	ANNUAL LICENSE	300.00	01-10-60-5213	25,000.00	12,105.83	
WATER & SEWER	WATER	SOFTWARE LICENSES- 25%	ANNUAL LICENSE	150.00	60-42-60-5213	12,500.00	3,260.86	
WATER & SEWER	SEWER	SOFTWARE LICENSES- 25%	ANNUAL LICENSE	150.00	60-43-60-5213	12,500.00	3,260.87	
Vendor Total:			600.00					
ENTERPRISE FM TRUST								
GENERAL FUND	FLEET	VEHICLE LEASES	VEHICLE LEASES/ MAINT I	2,190.14	01-30-60-4932	90,000.00	6,491.78	
GENERAL FUND	FLEET	VEHICLE LEASES	VEHICLE LEASES	16,546.42	01-30-60-4932	90,000.00	6,491.78	
GENERAL FUND	FLEET	VEHICLE LEASES	VEHICLE LEASES	920.07	01-30-60-4932	90,000.00	6,491.78	
GENERAL FUND	FLEET	VEHICLE LEASES	VEHICLE LEASES	920.07	01-30-60-4932	90,000.00	6,491.78	
Vendor Total:			20,576.70					
ESTEBAN GOMEZ								
GENERAL FUND	POLICE	TRAINING/TRAVEL	REIMBURSEMENT- PER DIEI	150.00	01-20-60-4530	19,500.00	3,543.94	
Vendor Total:			150.00					
FOX WATERWAY AGENCY								
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	DIRT	2,600.00	01-46-40-4911	20,000.00	12,283.74	
Vendor Total:			2,600.00					
GALL'S, LLC								
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- JAM	22.26	01-20-60-4170	28,000.00	14,932.40	

VILLAGE OF LAKE VILLA Treasurer's Report
 EXP CHECK RUN DATES 09/06/2023 - 09/18/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- ROBI	233.30	01-20-60-4170	28,000.00	14,932.40	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- AUS'	33.65	01-20-60-4170	28,000.00	14,932.40	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- RYAI	177.88	01-20-60-4170	28,000.00	14,932.40	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- JOHI	16.07	01-20-60-4170	28,000.00	14,932.40	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- RYAI	123.70	01-20-60-4170	28,000.00	14,932.40	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- JOHI	55.25	01-20-60-4170	28,000.00	14,932.40	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- AUS'	192.08	01-20-60-4170	28,000.00	14,932.40	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- ZACI	95.78	01-20-60-4170	28,000.00	14,932.40	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- ROBI	91.99	01-20-60-4170	28,000.00	14,932.40	
Vendor Total:				1,041.96				
GEWALT HAMILTON ASSOCIATES, INC.								
GENERAL CAPITAL FUND		DESIGN ENG. SIDEWALK:	(LAKE VILLA- GRAND AVE :	184.00	90-00-00-8125	135,000.00	5,150.50	
Vendor Total:				184.00				
GOVERNMENT FINANCE OFFICERS ASSOCIA								
GENERAL FUND	ADMINISTRATIVE	TRAINING/TRAVEL	PREPARING/ IMPLEMENTIN	705.00	01-10-60-4530	8,750.00	1,451.36	
Vendor Total:				705.00				
HOME DEPOT CREDIT SERVICES								
GENERAL FUND	STREETS	SUPPLIES	PLUG, BRASS/ SOLAR LED	30.37	01-41-40-4940	15,000.00	3,869.38	
GENERAL FUND	STREETS	MAINTENANCE - SIGNS &	VILLAGE SIGNS	67.36	01-41-40-4270	5,000.00	1,753.12	
WATER & SEWER	WATER	SUPPLIES - WATER	CABLE TIE/ SCOTCH HVY	20.29	60-42-40-4950	35,000.00	9,463.05	
Vendor Total:				118.02				
ICOPS								
GENERAL FUND		UNION DUES PAYABLE	PAY PERIOD 08/19-09/01,	253.00	01-00-10-2190	0.00	(1,892.00)	
Vendor Total:				253.00				
IMPRESSIONS COUNT								
SPECIAL EVENTS FUND		CELEBRATION OF FALL	CELEBRATION OF FALL- S	225.00	81-00-00-4368	25,000.00	9,250.00	
SPECIAL EVENTS FUND		CELEBRATION OF FALL	CELEBRATION OF FALL- B	661.00	81-00-00-4368	25,000.00	9,250.00	
SPECIAL EVENTS FUND		CELEBRATION OF FALL	CELEBRATION OF FAL-L S	1,262.50	81-00-00-4368	25,000.00	9,250.00	
SPECIAL EVENTS FUND		CELEBRATION OF FALL	CELEBRATION OF FALL/ V	344.00	81-00-00-4368	25,000.00	9,250.00	
Vendor Total:				2,492.50				
INTERSTATE BATTERY OF NORTH CHICAGO								
MANSION FUND		PREVENTATIVE MAINTENAN	(MANSION- FIRE ALARM PA	119.40	08-00-00-4212	16,000.00	9,302.02	
Vendor Total:				119.40				
J.G. UNIFORMS								
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	STAR ON VELCRO #50	75.75	01-20-60-4170	28,000.00	14,932.40	
Vendor Total:				75.75				
JAMES P. BATEMAN, LTD.								
GENERAL FUND	ADMINISTRATIVE	LEGAL FEES	GENERAL MATTERS	8,329.36	01-10-20-4330	90,000.00	52,072.65	
GENERAL FUND	ADMINISTRATIVE	LEGAL FEES	ICOPS MATTERS	261.25	01-10-20-4330	90,000.00	52,072.65	
GENERAL FUND	ADMINISTRATIVE	LEGAL FEES	POLICE COMMISSION MATT	688.20	01-10-20-4330	90,000.00	52,072.65	
GENERAL FUND	ADMINISTRATIVE	LEGAL FEES	LV TOWNSHIP FAIRFIELD	475.00	01-10-20-4330	90,000.00	52,072.65	
GENERAL FUND	ADMINISTRATIVE	LEGAL FEES	REDWOOD MATTERS	25.00	01-10-20-4330	90,000.00	52,072.65	
GENERAL FUND	ADMINISTRATIVE	LEGAL FEES	PINES 2 MATTERS	289.20	01-10-20-4330	90,000.00	52,072.65	
Vendor Total:				10,068.01				
JOHN WILLER								
SPECIAL EVENTS FUND		CELEBRATION OF FALL	CELEBRATION OF FALL- S	67.48	81-00-00-4368	25,000.00	9,250.00	
Vendor Total:				67.48				
JOHNNY D TEES								
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- GOM	74.00	01-20-60-4170	28,000.00	14,932.40	
Vendor Total:				74.00				
JON M. TACK, P.E.								
GENERAL FUND	ADMINISTRATIVE	BUILDING INSPECTORS	AUGUST 2023	1,662.00	01-10-20-4392	65,000.00	12,032.30	
Vendor Total:				1,662.00				
KIESLER'S POLICE SUPPLY, INC.								
GENERAL FUND	POLICE	RANGE & SUPPLIES	AMMO	2,403.50	01-20-60-4560	16,500.00	0.00	
Vendor Total:				2,403.50				
LAKE AND POND SOLUTIONS, LLC.								
GENERAL FUND	BUILDINGS & GROUNDS	POND TREATMENTS	POND TREATMENT -LEHMAN	40.43	01-46-20-4215	14,600.00	12,940.39	

VILLAGE OF LAKE VILLA Treasurer's Report
EXP CHECK RUN DATES 09/06/2023 - 09/18/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
GENERAL FUND	BUILDINGS & GROUNDS	POND TREATMENTS	POND TREATMENT -LEHMANI	1,241.71	01-46-20-4215	14,600.00	12,940.39	
			Vendor Total:	1,282.14				
LAKE COUNTY RECORDER OF DEEDS								
GENERAL FUND	ADMINISTRATIVE	MISCELLANEOUS EXPENSES	FILE #7992528	50.00	01-10-60-5190	8,000.00	5,265.87	
			Vendor Total:	50.00				
LAKE VILLA POLICE PENSION FUND								
GENERAL FUND	POLICE	POLICE PENSION PAYABLE	PAY PERIOD 08/19-09/01,	5,898.51	01-20-10-2150	0.00	(66,887.83)	
			Vendor Total:	5,898.51				
LAKELAND SEPTIC SERVICE								
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-PARKS	2 HOLDING TANKS- LOFFR	200.00	01-46-40-4211	16,500.00	6,044.77	
			Vendor Total:	200.00				
LAKELAND/LARSEN								
MANSION FUND		PREVENTATIVE MAINTENAN	(MONTHLY ELEVATOR MAINT	202.38	08-00-00-4212	16,000.00	9,302.02	
			Vendor Total:	202.38				
LAUTERBACH & AMEN, LLP								
GENERAL FUND	ADMINISTRATIVE	FINANCIAL MANAGEMENT	C(FINANCIAL SERVICES- A	2,720.00	01-10-20-4311	35,000.00	13,180.00	
WATER & SEWER	WATER	FINANCIAL MANAGEMENT	C(FINANCIAL SERVICES- A	1,360.00	60-42-20-4311	17,500.00	6,590.00	
WATER & SEWER	SEWER	FINANCIAL MANAGEMENT	C(FINANCIAL SERVICES- A	1,360.00	60-43-20-4311	17,500.00	6,590.00	
GENERAL FUND	ADMINISTRATIVE	FINANCIAL MANAGEMENT	C(PREPARATION OF ACTUARI	1,350.00	01-10-20-4311	35,000.00	13,180.00	
WATER & SEWER	WATER	FINANCIAL MANAGEMENT	C(PREPARATION OF ACTUARI	675.00	60-42-20-4311	17,500.00	6,590.00	
WATER & SEWER	SEWER	FINANCIAL MANAGEMENT	C(PREPARATION OF ACTUARI	675.00	60-43-20-4311	17,500.00	6,590.00	
			Vendor Total:	8,140.00				
LEECH AND DENOMA								
GENERAL CAPITAL FUND		PLANNING STUDIES/CONTI	PROPERTY APPRAISAL/ 76	500.00	90-00-00-8157	75,000.00	3,704.56	
			Vendor Total:	500.00				
LOGAN DREYER								
GENERAL FUND	POLICE	TRAINING/TRAVEL	REIMBURSEMENT- PER DIE	250.00	01-20-60-4530	19,500.00	3,543.94	
			Vendor Total:	250.00				
MAGEE HARTMAN, P.C.								
GENERAL FUND	POLICE	LEGAL FEES/COURT	AUGUST 2023	2,657.00	01-20-20-4330	37,000.00	12,180.00	
			Vendor Total:	2,657.00				
MENARDS - ANTIOCH								
WATER & SEWER	WATER	VEHICLE SUPPLIES- 50%	VEHICLE SUPPLIES FOR V	42.85	60-42-60-4930	8,750.00	1,869.68	
WATER & SEWER	SEWER	VEHICLE SUPPLIES- 50%	VEHICLE SUPPLIES FOR V	42.85	60-43-60-4930	8,750.00	1,869.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES- 50%	VEHICLE SUPPLIES FOR V	71.82	60-42-60-4930	8,750.00	1,869.68	
WATER & SEWER	SEWER	VEHICLE SUPPLIES- 50%	VEHICLE SUPPLIES FOR V	71.83	60-43-60-4930	8,750.00	1,869.84	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	VEHICLE SUPPLIES	44.43	01-30-60-4930	52,500.00	11,434.82	
WATER & SEWER	WATER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	7.40	60-42-60-4930	8,750.00	1,869.68	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	7.41	60-43-60-4930	8,750.00	1,869.84	
SPECIAL EVENTS FUND		CELEBRATION OF FALL	CELEBRATION OF FALL- B	69.98	81-00-00-4368	25,000.00	9,250.00	
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	PAPER TOWELS/ PURDY/ U	44.65	01-46-40-4910	16,000.00	3,727.50	
			Vendor Total:	403.22				
MIDWEST TRUCKERS ASSOC., INC.								
GENERAL FUND	ADMINISTRATIVE	MISCELLANEOUS EXPENSES	DOT TESTING	90.00	01-10-60-5190	8,000.00	5,265.87	
			Vendor Total:	90.00				
MILIEU DESIGN LLC								
GENERAL FUND	STREETS	MAINTENANCE - STREETS	WEEDING	1,440.00	01-41-40-4240	90,000.00	7,248.88	
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARKS -MOWING	733.67	01-46-20-4213	25,500.00	14,514.35	
WATER & SEWER	WATER	MOWING	WELLS -WATER MOWING	144.00	60-42-20-4213	4,200.00	2,304.00	
WATER & SEWER	SEWER	MOWING	MAINT FACILITY -MOWING	252.33	60-43-20-4213	10,000.00	5,729.28	
METRA FUND		MOWING	METRA- MOWING/ EMPTY L	36.17	02-00-20-4213	3,000.00	959.04	
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	METRA- MOWING/ EMPTY L	76.33	01-10-20-4214	3,000.00	1,038.83	
WATER & SEWER	SEWER	MOWING	LIFT SEWER -MOWING	108.00	60-43-20-4213	10,000.00	5,729.28	
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARKS -MOWING	252.33	01-46-20-4213	25,500.00	14,514.35	
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	VACANT LOT- MOWING	50.00	01-10-20-4214	3,000.00	1,038.83	
METRA FUND		MOWING	METRA -MOWING	37.50	02-00-20-4213	3,000.00	959.04	
WATER & SEWER	WATER	MOWING	WELLS -WATER MOWING	144.00	60-42-20-4213	4,200.00	2,304.00	
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARKS -MOWING	733.67	01-46-20-4213	25,500.00	14,514.35	

VILLAGE OF LAKE VILLA Treasurer's Report
 EXP CHECK RUN DATES 09/06/2023 - 09/18/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total YTD	Over Budget
WATER & SEWER	SEWER	MOWING	MAINT FACILITY- MOWING	252.33	60-43-20-4213	10,000.00	5,729.28	
WATER & SEWER	SEWER	MOWING	LIFT -SEWER	108.00	60-43-20-4213	10,000.00	5,729.28	
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARKS -MOWING	252.33	01-46-20-4213	25,500.00	14,514.35	
METRA FUND		MOWING	METRA- MOWING	37.50	02-00-20-4213	3,000.00	959.04	
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	VACANT LOT- MOWING	50.00	01-10-20-4214	3,000.00	1,038.83	
METRA FUND		MOWING	METRA /EMPTY -LOT MOWING	112.50	02-00-20-4213	3,000.00	959.04	
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARKS -MOWING	733.67	01-46-20-4213	25,500.00	14,514.35	
WATER & SEWER	WATER	MOWING	WELLS- WATER	144.00	60-42-20-4213	4,200.00	2,304.00	
METRA FUND		MOWING	METRA/ EMPTY LOT- MOWING	36.17	02-00-20-4213	3,000.00	959.04	
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	METRA/ EMPTY LOT- MOWING	76.33	01-10-20-4214	3,000.00	1,038.83	
WATER & SEWER	SEWER	MOWING	MAINT FACILITY- MOWING	252.33	60-43-20-4213	10,000.00	5,729.28	
WATER & SEWER	SEWER	MOWING	LIFT SEWER- MOWING	108.00	60-43-20-4213	10,000.00	5,729.28	
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARK -MOWING	252.33	01-46-20-4213	25,500.00	14,514.35	
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	VACANT LOT -MOWING	50.00	01-10-20-4214	3,000.00	1,038.83	
METRA FUND		MOWING	METRA -MOWING	37.50	02-00-20-4213	3,000.00	959.04	
Vendor Total:				6,510.99				
NACO RETIREMENT SOLUTIONS								
GENERAL FUND		DEFERRED COMP PAYABLE	PAY PERIOD 08/19-09/01,	3,100.38	01-00-10-2120	0.00	(24,852.66)	
Vendor Total:				3,100.38				
NICOR GAS								
WATER & SEWER	SEWER	NATURAL GAS	725 E GRAND AVE # 4	6.90	60-43-40-4610	13,000.00	4,372.52	
Vendor Total:				6.90				
SHERWIN INDUSTRIES, INC								
GENERAL FUND	STREETS	MAINTENANCE - STREETS	SUPER SHOT 125DC RENTAL	1,750.00	01-41-40-4240	90,000.00	7,248.88	
Vendor Total:				1,750.00				
SPECTRUM PYROTECHNICS, INC.								
SPECIAL EVENTS FUND		FIREWORKS	FIREWORKS- FINAL PYMT	9,000.00	M 81-00-60-8030	19,000.00	9,100.00	
Vendor Total:				9,000.00				
SPOT-LESS								
GENERAL FUND	BUILDINGS & GROUNDS	CLEANING SERVICE	VILLAGE HALL CLEANING-	900.00	01-46-60-4360	8,000.00	2,510.00	
GENERAL FUND	BUILDINGS & GROUNDS	CLEANING SERVICE	POLICE CLEANING- JULY/	360.00	01-46-60-4360	8,000.00	2,510.00	
Vendor Total:				1,260.00				
STREICHER'S								
GENERAL FUND	POLICE	VEST REPLACEMENTS	UNIFORM ALLOWANCE- BOD	1,540.00	01-20-60-4171	6,000.00	2,220.00	
Vendor Total:				1,540.00				
T.O.P.S. IN DOG TRAINING CORP.								
DEVELOPER ESCROWS		K-9 UNIT GRANT	K-9 MAINTENANCE	350.00	03-00-30-2325	0.00	17,765.96	OVER
Vendor Total:				350.00				
THE BLUE LINE								
GENERAL FUND	POLICE	PHYSICALS/TESTING	POLICE OFFICER RECRITM	298.00	01-20-60-4570	6,060.00	500.00	
Vendor Total:				298.00				
THOMAS DVORAK								
GENERAL FUND	POLICE	TRAINING/TRAVEL	REIMBURSEMENT- PER DIE	250.00	01-20-60-4530	19,500.00	3,543.94	
Vendor Total:				250.00				
TRANSUNION								
GENERAL FUND	POLICE	MEMBERSHIPS	AUGUST 2023	75.00	01-20-60-4531	14,500.00	11,408.40	
Vendor Total:				75.00				
UNIVERSITY OF ILLINOIS								
GENERAL FUND	POLICE	TRAINING/TRAVEL	LOGAN DRYER/ PATROL RI	525.00	01-20-60-4530	19,500.00	3,543.94	
GENERAL FUND	POLICE	TRAINING/TRAVEL	THOMAS DVORAK/ PATROL I	525.00	01-20-60-4530	19,500.00	3,543.94	
Vendor Total:				1,050.00				
WAREHOUSE DIRECT								
WATER & SEWER	SEWER	OFFICE SUPPLIES	OFFICE SUPPLIES- PAPER	36.74	60-43-60-4810	5,800.00	1,599.87	
WATER & SEWER	WATER	OFFICE SUPPLIES	OFFICE SUPPLIES- PAPER	36.74	60-42-60-4810	5,800.00	1,599.87	
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	OFFICE SUPPLIES- PAPER	85.73	01-10-60-4810	7,350.00	2,302.31	
GENERAL FUND	POLICE	OFFICE SUPPLIES	OFFICE SUPPLIES- PAPER	85.74	01-20-60-4810	12,000.00	2,302.36	
WATER & SEWER	SEWER	OFFICE SUPPLIES	OFFICE SUPPLIES- OPENE	0.49	60-43-60-4810	5,800.00	1,599.87	
WATER & SEWER	WATER	OFFICE SUPPLIES	OFFICE SUPPLIES- OPENE	0.49	60-42-60-4810	5,800.00	1,599.87	

VILLAGE OF LAKE VILLA Treasurer's Report
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BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	OFFICE SUPPLIES- OPENEI	1.14	01-10-60-4810	7,350.00	2,302.31	
GENERAL FUND	POLICE	OFFICE SUPPLIES	OFFICE SUPPLIES- OPENEI	1.15	01-20-60-4810	12,000.00	2,302.36	
			Vendor Total:	248.22				
WASTE MANAGEMENT OF ILLINOIS								
GARBAGE FUND		REFUSE PICKUP	REFUSE PICKUP	55,059.68	68-00-20-4470	644,741.00	225,225.76	
			Vendor Total:	55,059.68				
			Grand Total:	229,124.15				

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DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 09/06/2023 - 09/18/2023

BOTH JOURNALIZED AND UNJOURNALIZED

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: AFLAC AFLAC		
BANK CODE: 40208		
032836	AFLAC	2,551.86
TOTAL BANK CODE: 40208		2,551.86
TOTAL VENDOR AFLAC AFLAC		2,551.86
VENDOR CODE: AMEGAS AMERICAN GASES CORP		
BANK CODE: 40208		
196233	OXYGEN/ACETYLENE	28.68
TOTAL BANK CODE: 40208		28.68
TOTAL VENDOR AMEGAS AMERICAN GASES CORP		28.68
VENDOR CODE: AMETEM AMERI TEMP		
BANK CODE: 40208		
71869	GENERATOR- FALL FEST	3,779.00
TOTAL BANK CODE: 40208		3,779.00
TOTAL VENDOR AMETEM AMERI TEMP		3,779.00
VENDOR CODE: ANTCHR ANTIOCH CHRYSLER DODGE JEEP		
BANK CODE: 40208		
337989	DODGE CHARGER	179.00
TOTAL BANK CODE: 40208		179.00
TOTAL VENDOR ANTCHR ANTIOCH CHRYSLER DODGE JEEP		179.00
VENDOR CODE: BAXWOO BAXTER & WOODMAN		
BANK CODE: 40208		
0249843	LAKE VILLA STORMWATER MASTER PLAN	11,847.00
0249842	GIS CONSULTING SERVICES	1,420.00
TOTAL BANK CODE: 40208		13,267.00
TOTAL VENDOR BAXWOO BAXTER & WOODMAN		13,267.00
VENDOR CODE: BILPRE BILLER PRESS & MFG., INC.		
BANK CODE: 40208		
23-23946	WARNING NOTICE BOOKS	643.00
TOTAL BANK CODE: 40208		643.00
TOTAL VENDOR BILPRE BILLER PRESS & MFG., INC.		643.00
VENDOR CODE: BROALA BROOKS-ALLAN		
BANK CODE: 40208		
46774	CELEBRATION OF FALL- TSHIRT GIVE-A-WAY	373.00
TOTAL BANK CODE: 40208		373.00

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DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 09/06/2023 - 09/18/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: BROALA BROOKS-ALLAN		
	TOTAL VENDOR BROALA BROOKS-ALLAN	373.00
VENDOR CODE: BUREQU BURRIS EQUIPMENT CO.		
BANK CODE: 40208		
PS2012610-1	SERVICE KIT/ EXTENDED CHUCK TUBE	434.27
	TOTAL BANK CODE: 40208	434.27
	TOTAL VENDOR BUREQU BURRIS EQUIPMENT CO.	434.27
VENDOR CODE: CARSER CARDMEMBER SERVICE		
BANK CODE: 40208		
09132023	AUGUST 2023 -08/09/2023- 09/08/2023	3,179.37
	TOTAL BANK CODE: 40208	3,179.37
	TOTAL VENDOR CARSER CARDMEMBER SERVICE	3,179.37
VENDOR CODE: CASH CASH		
BANK CODE: 40208		
09132023-CAREY	REIMBURSE -CAREY DENZEL-- CELEBRATION OF	23.75
	TOTAL BANK CODE: 40208	23.75
	TOTAL VENDOR CASH CASH	23.75
VENDOR CODE: CENLCJAWA CENTRAL LAKE COUNTY JAWA		
BANK CODE: 40208		
0801-0831	AUGUST 2023	54,622.80
	TOTAL BANK CODE: 40208	54,622.80
	TOTAL VENDOR CENLCJAWA CENTRAL LAKE COUNTY JAWA	54,622.80
VENDOR CODE: CES CES		
BANK CODE: 40208		
LKV/099907	CEDAR AVE	97.68
LKV/099980	15W LED KNUVKE MNT/ STREET LIGHT	190.16
	TOTAL BANK CODE: 40208	287.84
	TOTAL VENDOR CES CES	287.84
VENDOR CODE: COMCAB COMCAST CABLE		
BANK CODE: 40208		
09132023-2880	65 CEDAR AVE OFC	378.64
	TOTAL BANK CODE: 40208	378.64
	TOTAL VENDOR COMCAB COMCAST CABLE	378.64
VENDOR CODE: CONFS CONSERV FS, INC.		
BANK CODE: 40208		

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User: CDENZEL

DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: CONFV CONSERV FS, INC.		
BANK CODE: 40208		
102027324	877.6 GAL UNL GAS	3,175.16
TOTAL BANK CODE: 40208		3,175.16
TOTAL VENDOR CONFV CONSERV FS, INC.		3,175.16
VENDOR CODE: CUTWOR CUTLER WORKWEAR		
BANK CODE: 40208		
PS-INV024019	UNIFORM ALLOWANCE- MATT COYNE	51.29
TOTAL BANK CODE: 40208		51.29
TOTAL VENDOR CUTWOR CUTLER WORKWEAR		51.29
VENDOR CODE: DEKCOM DEKIND COMPUTER CONSULTANTS		
BANK CODE: 40208		
36912	8.75 OT HOURS FOR AUGUST 2023	743.75
36826	MONTHLY SERVICE- OCTOBER 2023/ OFFICE 36	2,042.00
TOTAL BANK CODE: 40208		2,785.75
TOTAL VENDOR DEKCOM DEKIND COMPUTER CONSULTANTS		2,785.75
VENDOR CODE: EGOV EGOV STRATEGIES		
BANK CODE: 40208		
INV-21578	ANNUAL LICENSE	600.00
TOTAL BANK CODE: 40208		600.00
TOTAL VENDOR EGOV EGOV STRATEGIES		600.00
VENDOR CODE: ENT ENTERPRISE FM TRUST		
BANK CODE: 40208		
FBN4789881	VEHICLE LEASES/ MAINT MANAGEMENT	2,190.14
FBN4806968	VEHICLE LEASES	16,546.42
FBN4793388	VEHICLE LEASES	920.07
FBN4817346	VEHICLE LEASES	920.07
TOTAL BANK CODE: 40208		20,576.70
TOTAL VENDOR ENT ENTERPRISE FM TRUST		20,576.70
VENDOR CODE: ESTGOM ESTEBAN GOMEZ		
BANK CODE: 40208		
09132023-GOMEZ	REIMBURSEMENT- PER DIEM	150.00
TOTAL BANK CODE: 40208		150.00
TOTAL VENDOR ESTGOM ESTEBAN GOMEZ		150.00
VENDOR CODE: FOXWAT FOX WATERWAY AGENCY		
BANK CODE: 40208		
0000957-IN	DIRT	2,600.00

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CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: FOXWAT FOX WATERWAY AGENCY		
BANK CODE: 40208		
TOTAL BANK CODE: 40208		2,600.00
TOTAL VENDOR FOXWAT FOX WATERWAY AGENCY		2,600.00
VENDOR CODE: GALL'S GALL'S, LLC		
BANK CODE: 40208		
025503292	UNIFORM ALLOWANCE- JAMES DECARO	22.26
025434061	UNIFORM ALLOWANCE- ROBERT BELL	233.30
025434594	UNIFORM ALLOWANCE- AUSTIN DEMSKI	33.65
025458434	UNIFORM ALLOWANCE- RYAN DIONNE	177.88
025459515	UNIFORM ALLOWANCE- JOHN BAGHDASARIAN	16.07
025464610	UNIFORM ALLOWANCE- RYAN DIONNE	123.70
025322543	UNIFORM ALLOWANCE- JOHN BAGHDASARIAN	55.25
025323444	UNIFORM ALLOWANCE- AUSTIN DEMSKI	192.08
025378905	UNIFORM ALLOWANCE- ZACH BECK	95.78
025417429	UNIFORM ALLOWANCE- ROBERT BELL	91.99
TOTAL BANK CODE: 40208		1,041.96
TOTAL VENDOR GALL'S GALL'S, LLC		1,041.96
VENDOR CODE: GEWHAM GEWALT HAMILTON ASSOCIATES, INC.		
BANK CODE: 40208		
5875.100--2	LAKE VILLA- GRAND AVE SW PH I	184.00
TOTAL BANK CODE: 40208		184.00
TOTAL VENDOR GEWHAM GEWALT HAMILTON ASSOCIATES, INC		184.00
VENDOR CODE: GOVFINOFF GOVERNMENT FINANCE OFFICERS ASSOCIA		
BANK CODE: 40208		
3121083	PREPARING/ IMPLEMENTING A CAPITAL IMPROV	705.00
TOTAL BANK CODE: 40208		705.00
TOTAL VENDOR GOVFINOFF GOVERNMENT FINANCE OFFICERS		705.00
VENDOR CODE: HOMDEP HOME DEPOT CREDIT SERVICES		
BANK CODE: 40208		
7025348	PLUG, BRASS/ SOLAR LED CLIP LIGHT	30.37
7025533	VILLAGE SIGNS	67.36
2025762	CABLE TIE/ SCOTCH HVY DUTY	20.29
TOTAL BANK CODE: 40208		118.02
TOTAL VENDOR HOMDEP HOME DEPOT CREDIT SERVICES		118.02
VENDOR CODE: ICOPS ICOPS		
BANK CODE: 40208		
ICOPS 09072023	PAY PERIOD 08/19-09/01/2023	253.00
TOTAL BANK CODE: 40208		253.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: ICOPS ICOPS		
	TOTAL VENDOR ICOPS ICOPS	253.00
VENDOR CODE: IMPCOU IMPRESSIONS COUNT		
BANK CODE: 40208		
231200	CELEBRATION OF FALL- SIGNS	225.00
231214	CELEBRATION OF FALL- BANNERS	661.00
231213	CELEBRATION OF FAL-L SPONSOR SIGNS	1,262.50
231138	CELEBRATION OF FALL/ VINYL STICKERS- FIR	344.00
	TOTAL BANK CODE: 40208	2,492.50
	TOTAL VENDOR IMPCOU IMPRESSIONS COUNT	2,492.50
VENDOR CODE: INTBAT INTERSTATE BATTERY OF NORTH CHICAGO		
BANK CODE: 40208		
1903901039560	MANSION- FIRE ALARM PANEL	119.40
	TOTAL BANK CODE: 40208	119.40
	TOTAL VENDOR INTBAT INTERSTATE BATTERY OF NORTH CHI	119.40
VENDOR CODE: JAMBAT JAMES P. BATEMAN, LTD.		
BANK CODE: 40208		
09132023-GENERAL	GENERAL MATTERS	8,329.36
09132023-ICOPS	ICOPS MATTERS	261.25
09132023-POLICE	POLICE COMMISSION MATTERS	688.20
09132023-LVT FAIRFIELD	LV TOWNSHIP FAIRFIELD PARK MATTERS	475.00
09132023-REDWOOD	REDWOOD MATTERS	25.00
09132023-PINES 2	PINES 2 MATTERS	289.20
	TOTAL BANK CODE: 40208	10,068.01
	TOTAL VENDOR JAMBAT JAMES P. BATEMAN, LTD.	10,068.01
VENDOR CODE: JGUNI J.G. UNIFORMS		
BANK CODE: 40208		
120241	STAR ON VELCRO #50	75.75
	TOTAL BANK CODE: 40208	75.75
	TOTAL VENDOR JGUNI J.G. UNIFORMS	75.75
VENDOR CODE: JOHTEE JOHNNY D TEES		
BANK CODE: 40208		
10459	UNIFORM ALLOWANCE- GOMEZ	74.00
	TOTAL BANK CODE: 40208	74.00
	TOTAL VENDOR JOHTEE JOHNNY D TEES	74.00
VENDOR CODE: JONTAC JON M. TACK, P.E.		
BANK CODE: 40208		
09052023	AUGUST 2023	1,662.00

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CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: JONTAC JON M. TACK, P.E.		
BANK CODE: 40208		
TOTAL BANK CODE: 40208		1,662.00
TOTAL VENDOR JONTAC JON M. TACK, P.E.		
		1,662.00
VENDOR CODE: JWILLER JOHN WILLER		
BANK CODE: 40208		
09072023	CELEBRATION OF FALL- SUPPLIES	67.48
TOTAL BANK CODE: 40208		67.48
TOTAL VENDOR JWILLER JOHN WILLER		
		67.48
VENDOR CODE: KIEPOL KIESLER'S POLICE SUPPLY, INC.		
BANK CODE: 40208		
IN222260	AMMO	2,403.50
TOTAL BANK CODE: 40208		2,403.50
TOTAL VENDOR KIEPOL KIESLER'S POLICE SUPPLY, INC.		
		2,403.50
VENDOR CODE: LAKEPOND LAKE AND POND SOLUTIONS, LLC.		
BANK CODE: 40208		
8706	POND TREATMENT -LEHMANN MANSION	40.43
7963	POND TREATMENT -LEHMANN MANSION	1,241.71
TOTAL BANK CODE: 40208		1,282.14
TOTAL VENDOR LAKEPOND LAKE AND POND SOLUTIONS, LLC.		
		1,282.14
VENDOR CODE: LAKLAR LAKELAND/LARSEN		
BANK CODE: 40208		
99122	MONTHLY ELEVATOR MAINT- MANSION	202.38
TOTAL BANK CODE: 40208		202.38
TOTAL VENDOR LAKLAR LAKELAND/LARSEN		
		202.38
VENDOR CODE: LAKSEP LAKELAND SEPTIC SERVICE		
BANK CODE: 40208		
85083	2 HOLDING TANKS- LOFFREDO PARK	200.00
TOTAL BANK CODE: 40208		200.00
TOTAL VENDOR LAKSEP LAKELAND SEPTIC SERVICE		
		200.00
VENDOR CODE: LAUAME LAUTERBACH & AMEN, LLP		
BANK CODE: 40208		
82199	FINANCIAL SERVICES- AUGUST 2023	5,440.00
81593	PREPARATION OF ACTUARIAL REPORT FOR FISC.	2,700.00
TOTAL BANK CODE: 40208		8,140.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: LAUAME LAUTERBACH & AMEN, LLP		
TOTAL VENDOR LAUAME LAUTERBACH & AMEN, LLP		8,140.00
VENDOR CODE: LCREC LAKE COUNTY RECORDER OF DEEDS		
BANK CODE: 40208		
09072023	FILE #7992528	50.00
TOTAL BANK CODE: 40208		50.00
TOTAL VENDOR LCREC LAKE COUNTY RECORDER OF DEEDS		50.00
VENDOR CODE: LEEDEN LEECH AND DENOMA		
BANK CODE: 40208		
L223-23	PROPERTY APPRAISAL/ 76 CEDAR AVE	500.00
TOTAL BANK CODE: 40208		500.00
TOTAL VENDOR LEEDEN LEECH AND DENOMA		500.00
VENDOR CODE: LOGDRE LOGAN DREYER		
BANK CODE: 40208		
09132023-DRYER	REIMBURSEMENT- PER DIEM	250.00
TOTAL BANK CODE: 40208		250.00
TOTAL VENDOR LOGDRE LOGAN DREYER		250.00
VENDOR CODE: LVPOL LAKE VILLA POLICE PENSION FUND		
BANK CODE: 40208		
LVPOL 09072023	PAY PERIOD 08/19-09/01/2023	5,898.51
TOTAL BANK CODE: 40208		5,898.51
TOTAL VENDOR LVPOL LAKE VILLA POLICE PENSION FUND		5,898.51
VENDOR CODE: MAGHAR MAGEE HARTMAN, P.C.		
BANK CODE: 40208		
09052023	AUGUST 2023	2,657.00
TOTAL BANK CODE: 40208		2,657.00
TOTAL VENDOR MAGHAR MAGEE HARTMAN, P.C.		2,657.00
VENDOR CODE: MENANT MENARDS - ANTIOCH		
BANK CODE: 40208		
33919	VEHICLE SUPPLIES FOR VAN- WATER/SEWER	85.70
34411	VEHICLE SUPPLIES FOR VAN- WATER/SEWER	143.65
34256	VEHICLE SUPPLIES	59.24
34170	CELEBRATION OF FALL- BLACK CABLE TIES	69.98
34161	PAPER TOWELS/ PURDY/ UTILITY KNIFE/ FEMA	44.65
TOTAL BANK CODE: 40208		403.22
TOTAL VENDOR MENANT MENARDS - ANTIOCH		403.22

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: MID-WEST MIDWEST TRUCKERS ASSOC., INC.		
BANK CODE: 40208		
26918	DOT TESTING	90.00
TOTAL BANK CODE: 40208		90.00
TOTAL VENDOR MID-WEST MIDWEST TRUCKERS ASSOC., INC.		90.00
VENDOR CODE: MILDDES MILIEU DESIGN LLC		
BANK CODE: 40208		
173133	WEEDING	1,440.00
173134	PARKS -MOWING	733.67
173135	WELLS -WATER MOWING	144.00
173136	MAINT FACILITY -MOWING	252.33
173137	METRA- MOWING/ EMPTY LOT -MOWING	112.50
173138	LIFT SEWER -MOWING	108.00
173139	PARKS -MOWING	252.33
173140	VACANT LOT- MOWING	50.00
173141	METRA -MOWING	37.50
172589	WELLS -WATER MOWING	144.00
172588	PARKS -MOWING	733.67
172590	MAINT FACILITY- MOWING	252.33
172592	LIFT -SEWER	108.00
172593	PARKS -MOWING	252.33
172595	METRA- MOWING	37.50
172594	VACANT LOT- MOWING	50.00
172591	METRA /EMPTY -LOT MOWING	112.50
173078	PARKS -MOWING	733.67
173079	WELLS- WATER	144.00
173081	METRA/ EMPTY LOT- MOWING	112.50
173080	MAINT FACILITY- MOWING	252.33
173084	LIFT SEWER- MOWING	108.00
173085	PARK -MOWING	252.33
173086	VACANT LOT -MOWING	50.00
173087	METRA -MOWING	37.50
TOTAL BANK CODE: 40208		6,510.99
TOTAL VENDOR MILDDES MILIEU DESIGN LLC		6,510.99
VENDOR CODE: MISC-MR T.O.P.S. IN DOG TRAINING CORP.		
BANK CODE: 40208		
26249	K-9 MAINTENANCE	350.00
TOTAL BANK CODE: 40208		350.00
TOTAL VENDOR MISC-MR T.O.P.S. IN DOG TRAINING CORP.		350.00
VENDOR CODE: NACO NACO RETIREMENT SOLUTIONS		
BANK CODE: 40208		
NACO 09072023	PAY PERIOD 08/19-09/01/2023	3,100.38
TOTAL BANK CODE: 40208		3,100.38
TOTAL VENDOR NACO NACO RETIREMENT SOLUTIONS		3,100.38

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: NICOR NICOR GAS		
BANK CODE: 40208		
09052023-1087	725 E GRAND AVE # 4	6.90
TOTAL BANK CODE: 40208		6.90
TOTAL VENDOR NICOR NICOR GAS		6.90
VENDOR CODE: SHEIND SHERWIN INDUSTRIES, INC		
BANK CODE: 40208		
SS099674	SUPER SHOT 125DC RENTAL	1,750.00
TOTAL BANK CODE: 40208		1,750.00
TOTAL VENDOR SHEIND SHERWIN INDUSTRIES, INC		1,750.00
VENDOR CODE: SPEPYR SPECTRUM PYROTECHNICS, INC.		
BANK CODE: 40208		
09062023	FIREWORKS- FINAL PYMT	9,000.00
TOTAL BANK CODE: 40208		9,000.00
TOTAL VENDOR SPEPYR SPECTRUM PYROTECHNICS, INC.		9,000.00
VENDOR CODE: SPOTLESS SPOT-LESS		
BANK CODE: 40208		
7727	VILLAGE HALL CLEANING- JULY/AUGUST	900.00
7728	POLICE CLEANING- JULY/AUGUST	360.00
TOTAL BANK CODE: 40208		1,260.00
TOTAL VENDOR SPOTLESS SPOT-LESS		1,260.00
VENDOR CODE: STREICH STREICHER'S		
BANK CODE: 40208		
I1652767	UNIFORM ALLOWANCE- BODY ARMOR	1,540.00
TOTAL BANK CODE: 40208		1,540.00
TOTAL VENDOR STREICH STREICHER'S		1,540.00
VENDOR CODE: THEBLU THE BLUE LINE		
BANK CODE: 40208		
45399	POLICE OFFICER RECRITMENT LISTING	298.00
TOTAL BANK CODE: 40208		298.00
TOTAL VENDOR THEBLU THE BLUE LINE		298.00
VENDOR CODE: THOMDVO THOMAS DVORAK		
BANK CODE: 40208		
09132023-DVORAK	REIMBURSEMENT- PER DIEM	250.00
TOTAL BANK CODE: 40208		250.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: THOMDVO THOMAS DVORAK		
	TOTAL VENDOR THOMDVO THOMAS DVORAK	250.00
VENDOR CODE: TRANSUNION TRANSUNION		
BANK CODE: 40208		
484442-202308-1	AUGUST 2023	75.00
	TOTAL BANK CODE: 40208	75.00
	TOTAL VENDOR TRANSUNION TRANSUNION	75.00
VENDOR CODE: UNIOFILL UNIVERSITY OF ILLINOIS		
BANK CODE: 40208		
UPI11873	LOGAN DRYER/ PATROL RIFLE INSTRUCTOR 23-	525.00
UPI11874	THOMAS DVORAK/ PATROL RIFLE INSTRUCTOR 2	525.00
	TOTAL BANK CODE: 40208	1,050.00
	TOTAL VENDOR UNIOFILL UNIVERSITY OF ILLINOIS	1,050.00
VENDOR CODE: WARDIR WAREHOUSE DIRECT		
BANK CODE: 40208		
5564894-0	OFFICE SUPPLIES- PAPER	244.95
5563617-0	OFFICE SUPPLIES- OPENER	3.27
	TOTAL BANK CODE: 40208	248.22
	TOTAL VENDOR WARDIR WAREHOUSE DIRECT	248.22
VENDOR CODE: WASTEMANAG WASTE MANAGEMENT OF ILLINOIS		
BANK CODE: 40208		
7222013-2013-1	REFUSE PICKUP	55,059.68
	TOTAL BANK CODE: 40208	55,059.68
	TOTAL VENDOR WASTEMANAG WASTE MANAGEMENT OF ILLINOIS	55,059.68
GRAND TOTAL:		229,124.15



55 West Monroe Street, Suite 2445 | Chicago, IL 60603
T 312.372.3227 | F 847.537.0550

Illinois, Indiana, Wisconsin, Florida

ksnlaw.com

August 25, 2023

Via regular mail

Village of Lake Villa
65 Cedar Avenue
P.O. Box 519
Lake Villa, Illinois 60046
Attn: Village Trustees

Reply To: Chicago
T 312.880.1221
pochmanek@ksnlaw.com

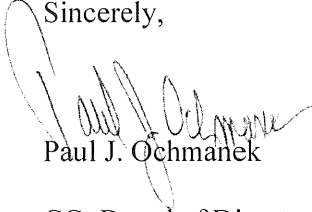
**Re: Painted Lake Subdivision No. 1
Declaration Amendment**

To whom it will concern:

Please be advised that this law firm represents the Painted Lake Subdivision No. 1. ("Association"). The Board of Directors requested that we communicate with you regarding the Association's Declaration, which was recorded in Lake County, on November 9, 1995, as Document Number 3746982 ("Declaration"). The Association is amending its Declaration after almost thirty (30) years bringing it up to current law and code. Article II, of the Declaration, Section 2-4 grant the Village certain approval rights concerning the Association property. Additionally, Article X, of the Declaration, Section 9, expressly states that, "No provision of this Declaration which inures to the benefit of the Village may be amended without the Village's express written consent, which consent shall not be unreasonable withheld."

The Village has remained silent concerning the Association property for almost thirty (30) years. The Village has not exercised any rights nor approval of the Association property during this time. The Board requests that the Village allow the Declaration amendment to proceed removing all relevant portions related to Village approval of the Association property. The Board requests that this matter be placed on the next Village meeting agenda for discussion and vote. Please reach out with any questions. Thank you for your assistance with this matter. We look forward to your response.

Sincerely,



Paul J. Ochmanek

CC: Board of Directors

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2023-_____

AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL ESTATE
BY THE VILLAGE OF LAKE VILLA,
APPROVING A REAL ESTATE PURCHASE AGREEMENT
RELATIVE THERETO, AND AUTHORIZING THE EXECUTION THEREOF

(RE: The Subject Property at 76 Cedar Avenue, Lake Villa, IL
and the Adjacent Vacant Lot to the Northeast
Permanent Index Numbers 02-33-305-011 and -012)

ADOPTED BY THE
CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA, ILLINOIS
THIS ____ DAY OF _____, 2023

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa,
Illinois, this ____ day of _____, 2023

AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL ESTATE
BY THE VILLAGE OF LAKE VILLA,
APPROVING A REAL ESTATE PURCHASE AGREEMENT
RELATIVE THERETO, AND AUTHORIZING THE EXECUTION THEREOF
(RE: The Subject Property at 76 Cedar Avenue, Lake Villa, IL
and the Adjacent Vacant Lot to the Northeast
Permanent Index Numbers 02-33-305-011 and -012)

WHEREAS, the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois (hereinafter referred to as “the Village”), find it necessary, advisable, and advantageous for the Village to acquire by purchase the property commonly known as 76 Cedar Avenue, Lake Villa, Illinois and the adjacent vacant lot to the Northeast as hereinafter described (hereinafter “the Subject Property”); and

WHEREAS, the Subject Property, commonly known as 76 Cedar Avenue, Lake Villa, IL (Permanent Index Numbers 02-33-305-011 and -012) is legally described on Exhibit B-1, and is depicted on the tax map attached hereto as Exhibit B-2, which Exhibits are thereby made a part hereof; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village to provide for the acquisition by the Village of the Subject Property which is located within the corporate limits of the Village, for any municipal corporate purposes, including but not limited to the following possible specific purposes: for any permitted municipal purpose; and

WHEREAS, the Village is authorized to acquire real property for municipal purposes; and

WHEREAS, the Estate of Terry J. and Judith P. Dewar, the owner of record of the Property, has agreed to sell to the Village, as the Purchaser, the Property for and in consideration of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00) pursuant to a certain Multi-Board Residential Real Estate Contract and a related Addendum to Contract (collectively, “the Contract Documents”), substantially in the form attached hereto as Group Exhibit A and thereby made a part hereof:

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lake Villa, Lake County, Illinois, as follows:

SECTION 1: The Corporate Authorities of the Village of Lake Villa hereby find that the recitals contained in the preamble of this Ordinance are true and correct and are incorporated into the text of this Ordinance as its findings of fact to the same extent as if such recitals had been set forth herein in their entirety.

SECTION 2: It is hereby determined that it is necessary, advisable, and in the best interests of the Village of Lake Villa to acquire the Subject Property by purchase at a purchase price of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00) and to authorize, ratify, and approve the execution by the appropriate officials of the Village of Lake Villa of the Contract Documents, in substantially the form attached hereto as Group Exhibit A, and the Mayor is further authorized to execute all documents and the Village Clerk is authorized to attest thereto and make all payments necessary or advisable for the completion of the Village's acquisition of the Subject Property by purchase pursuant to such Contract Documents as executed, and such execution and payment are hereby authorized, ratified and approved.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication.

SECTION 4: The Village Clerk is directed to publish this Ordinance twice in a newspaper of general circulation in the Village within thirty (30) days after its passage.

Passed by a two-thirds vote (5 votes required) of the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, then holding office on a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

RECUSE: _____

APPROVED THIS ____ OF _____, 2023

James McDonald, Mayor

ATTESTED AND FILED THIS
____ DAY OF _____, 2023.

Mary Konrad, Village Clerk

(SEAL)

PUBLISHED IN PAMPHLET FORM THIS ____ DAY OF _____, 2023.

EXHIBIT A

Multi-Board Residential Real Estate Contract and a related Addendum to Contract
(RE: Property at 76 Cedar Avenue, Lake Villa, IL
Permanent Index Number 02-33-305-011 and -012)



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."

2 Buyer Name(s) [PLEASE PRINT] Village of Lake Villa

3 Seller Name(s) [PLEASE PRINT] Terry J & Judith P Dewar Estate

4 If Dual Agency applies, check here ☒ and complete Optional Paragraph 29.

5 **2. THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property
6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
7 approximate lot size or acreage of 100 x 200 2 pin numbers commonly known as:

8 76 Cedar Lake Villa IL 60046

9 Address Unit # (If applicable) City State Zip County

10 Permanent Index Number(s): 0233305012/5011 ☐ Single Family Attached ☒ Single Family Detached ☐ Multi-Unit

11 If Designated Parking is Included: # of space(s) _____; identified as space(s) # _____; location _____

12 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

13 If Designated Storage is Included: # of space(s) _____; identified as space(s) # _____; location _____

14 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

15 **3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE:** All of the fixtures and included Personal Property
16 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
17 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
18 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

19 <input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Wine/Beverage Refrigerator	<input checked="" type="checkbox"/> Light Fixtures, as they exist	<input type="checkbox"/> Fireplace Gas Log(s)
20 <input checked="" type="checkbox"/> Oven/Range/Stove	<input checked="" type="checkbox"/> Sump Pump(s)	<input checked="" type="checkbox"/> Built-in or attached shelving	<input checked="" type="checkbox"/> Smoke Detectors
21 <input type="checkbox"/> Microwave	<input type="checkbox"/> Water Softener (unless rented)	<input checked="" type="checkbox"/> All Window Treatments & Hardware	<input checked="" type="checkbox"/> Carbon Monoxide Detectors
22 <input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Invisible Fence System, Collar & Box
23 <input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Central Humidifier	<input type="checkbox"/> Wall Mounted Brackets (AV/TV)	<input checked="" type="checkbox"/> Garage Door Opener(s)
24 <input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Central Vac & Equipment	<input type="checkbox"/> Security System(s) (unless rented)	<input type="checkbox"/> with all Transmitters
25 <input checked="" type="checkbox"/> Washer	<input type="checkbox"/> All Tacked Down Carpeting	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Outdoor Shed
26 <input checked="" type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Existing Storms & Screens	<input type="checkbox"/> Electronic or Media Air Filter(s)	<input type="checkbox"/> Outdoor Playset(s)
27 <input type="checkbox"/> Attached Gas Grill	<input type="checkbox"/> Window Air Conditioner(s)	<input type="checkbox"/> Backup Generator System	<input checked="" type="checkbox"/> Planted Vegetation
28 <input checked="" type="checkbox"/> Water Heater	<input type="checkbox"/> Ceiling Fan(s)	<input type="checkbox"/> Fireplace Screens/Doors/Grates	<input checked="" type="checkbox"/> Hardscape

29 Other Items Included at No Added Value: Appliances as is

30 Items Not Included: _____

31 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
32 operating condition at Possession except: _____.

33 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
34 regardless of age, and does not constitute a threat to health or safety.

35 If Home Warranty applies, check here ☐ and complete Optional Paragraph 32.

36 **4. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ 285,000 Cash. After the payment of Earnest
37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
38 "Good Funds" as defined by law.

39 a) **CREDIT AT CLOSING:** [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
40 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller
41 agrees to credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

42 b) **EARNEST MONEY:** Earnest Money of \$ 5,000 shall be tendered to Escrowee on or before 5
43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ _____ shall be tendered
44 by _____, 20 _____. Earnest Money shall be held in trust for the mutual benefit of the Parties by

Buyer Initial _____ Buyer Initial _____
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45 [CHECK ONE]: ☒ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee."
 46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.
 47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
 48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 **5. CLOSING:** Closing shall be on October 30, 20 23 or at such time as mutually agreed by the Parties in
 50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
 51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 **6. POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
 53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
 54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 **7. FINANCING:** [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]
 56 _____ a) **LOAN CONTINGENCY:** Not later than **forty-five (45) days after Date of Acceptance or five**
 57 **(5) Business Days prior to the date of Closing**, whichever is earlier, ("Loan Contingency Date") Buyer shall
 58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
 59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
 60 as follows: [CHECK ONE] ☐ fixed; ☐ adjustable; [CHECK ONE] ☐ conventional; ☐ FHA; ☐ VA; ☐ USDA;
 61 ☐ other _____ loan for _____ % of the Purchase Price, plus private mortgage insurance (PMI),
 62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum,
 63 amortized over not less than _____ years. Buyer shall pay discount points not to exceed _____ % of the loan amount.
 64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.
 65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
 66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
 67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
 68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller
 69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
 70 in full force and effect.

71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
 72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
 73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
 74 thereafter or any extension thereof agreed to by the Parties in writing.

75 **A Party causing delay in the loan approval process shall not have the right to terminate under this**
 76 **subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as**
 77 **otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.**

78 **Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of**
 79 **Buyer's existing real estate.** Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
 80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
 81 conditioned on the sale and/or closing of Buyer's existing real estate.

82 If Buyer is seeking FHA, VA, or USDA financing, **required amendments and disclosures shall be attached to this**
 83 **Contract.** If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

84 _____ b) **CASH TRANSACTION WITH NO MORTGAGE:** [ALL CASH] If this selection is made, Buyer will pay
 85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
 86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
 87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
 88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

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89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
 90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
 91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
 92 share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall**
 93 **not be contingent upon the sale and/or closing of Buyer's existing real estate.**

94 _____ c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
 95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
 96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
 97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
 98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
 99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
 100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
 101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
 102 in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent**
 103 **upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
 104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
 105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
 106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
 107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. **Unless otherwise**
 108 **provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing**
 109 **real estate.**

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:

111 [CHECK ONE] ☒ has ☐ has not received a completed Illinois Residential Real Property Disclosure;
 112 [CHECK ONE] ☐ has ☒ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
 113 [CHECK ONE] ☒ has ☐ has not received a Lead-Based Paint Disclosure;
 114 [CHECK ONE] ☒ has ☐ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
 115 [CHECK ONE] ☐ has ☒ has not received the Disclosure of Information on Radon Hazards.

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
 117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
 118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
 119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
 120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
 121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 105 % of
 123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
 124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
 125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
 126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
 127 entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to**
 128 **which the Seller is not lawfully entitled.**

129 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
 130 fees are \$ _____ per _____ (and, if applicable, Master/Umbrella Association fees are
 131 \$ _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
 132 special assessments by the Association(s) confirmed prior to Date of Acceptance.

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133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
 134 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

135 **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
 136 Parties, by Notice, may:

- 137 a) Approve this Contract; or
 138 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
 139 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
 140 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the
 141 proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written
 142 agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either
 143 Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed
 144 terminated; or
 145 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.
 146 Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
 147 subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
 148 agreed upon, **neither** Buyer nor Seller may declare this contract null and void, and this contract shall remain
 149 in full force and effect.

150 **If Notice of disapproval or proposed modifications is not served within the time specified herein, the**
 151 **provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force**
 152 **and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null**
 153 **and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit**
 154 **unilateral reinstatement by withdrawal of any proposal(s).**

155 **11. WAIVER OF PROFESSIONAL INSPECTIONS:** *[INITIAL IF APPLICABLE]* ____ Buyer acknowledges
 156 the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of
 157 the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

158 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** *[NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]*
 159 Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental
 160 regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection
 161 services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect
 162 infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to
 163 make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned
 164 on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against
 165 any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

- 166 a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating
 167 and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,
 168 floors, appliances and foundation. A major component shall be deemed to be in operating condition, and
 169 therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health
 170 or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its
 171 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic
 172 nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall
 173 not be a basis for the Buyer to cancel this Contract. **A request by Buyer for credits or repairs in violation of**
 174 **the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return**
 175 **of Buyer's Earnest Money.** If radon mitigation is performed, Seller shall pay for any retest.

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b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. **Buyer shall not send any portion of the inspection report with the Notice provided under this subparagraph unless such inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney.** If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.

d) **Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.**

13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.**

14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

15. CONDOMINIUM/Common Interest Associations: [IF APPLICABLE] The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest Community Association Act or other applicable state association law ("Governing Law").

a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to Date of Acceptance.

c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.

d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

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220 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
 221 additional documentation, Buyer agrees to comply with same.

222 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
 223 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
 224 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or
 225 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
 226 Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the
 227 receipt of the documents and information required by this paragraph, listing those deficiencies which are
 228 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived
 229 this contingency, and this Contract shall remain in full force and effect.

230 f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

231 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
 232 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
 233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
 234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
 235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
 236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
 237 at the time of Closing.

238 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

239 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
 240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
 241 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
 242 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
 244 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
 245 Procedures Act of 1974, as amended.

246 **18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
 247 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
 248 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
 249 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject
 250 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.
 251 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment
 252 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein
 253 shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted**
 254 **exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to**
 255 **Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title**
 256 **insurer commit to either insure against loss or damage that may result from such exceptions or survey matters**
 257 **or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived
 258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase
 259 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit
 260 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
 261 Insurance Policy.

262 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
 263 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

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264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
 265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
 266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
 267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
 268 all accessible corners of the land. **All such corners shall also be visibly staked or flagged.** The Plat of Survey shall
 269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
 270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
 271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
 273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
 274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
 275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
 276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
 277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
 278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
 279 be applicable to this Contract, except as modified by this paragraph.

280 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.
 281 All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
 282 Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and
 283 included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal
 284 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

285 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
 286 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
 287 notice from any association or governmental entity regarding:

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 [INITIALS] _____ There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are not
 298 included in full in the determination of the most recent tax assessment.

299 [INITIALS] _____ There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are eligible
 300 for the home improvement tax exemption.

301 [INITIALS] _____ There [CHECK ONE] ☐ is ☒ is not an unconfirmed pending special assessment affecting
 302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS] _____ The Real Estate [CHECK ONE] ☐ is ☒ is not located within a Special Assessment Area or
 304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
 306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

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307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
 308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

309 **23. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
 310 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
 311 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
 312 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall
 313 be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration
 314 shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation
 315 after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon
 316 demand.

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
 318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
 319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
 321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
 322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
 323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
 324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
 325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
 326 established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
 327 document incorporating the digital signature and sending same by electronic mail.

328 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
 329 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
 330 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
 331 competent jurisdiction."

332 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided
 333 for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the
 334 Escrowee may elect to proceed as follows:

- 335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
 336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
 337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
 338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.
 339 **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be
 340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
- 341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
 342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
 343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees
 344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
 345 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
 346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all
 348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
 349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 350 a) By personal delivery; or

Buyer Initial _____ Buyer Initial _____
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- 351 b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt
 352 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
 353 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
 354 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
 355 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
 356 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
 357 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
 358 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date
 359 and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out
 360 of future e-mail Notice by any form of Notice provided by this Contract; or
 361 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
 362 following deposit with the overnight delivery company.
 363 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's
 364 Designated Agent in any of the manners provided above.
 365 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide
 366 such courtesy copies shall not render Notice invalid.

367 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties
 368 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect
 369 reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

370 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.**

371 [INITIALS] _____ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
 372 consented to **Teresa Worklan** [LICENSEE] acting as a Dual Agent in providing brokerage services on
 373 their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in
 374 this Contract.

375 _____ **30. SALE OF BUYER'S REAL ESTATE:**

376 a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

377 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

378 _____
 379 Address City State Zip

380 2) Buyer [CHECK ONE] ☐ has ☐ has not entered into a contract to sell Buyer's real estate.

381 If Buyer has entered into a contract to sell Buyer's real estate, that contract:

382 a) [CHECK ONE] ☐ is ☐ is not subject to a mortgage contingency.

383 b) [CHECK ONE] ☐ is ☐ is not subject to a real estate sale contingency.

384 c) [CHECK ONE] ☐ is ☐ is not subject to a real estate closing contingency.

385 3) Buyer [CHECK ONE] ☐ has ☐ has not publicly listed Buyer's real estate for sale with a licensed real estate broker
 386 and in a local multiple listing service.

387 4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple
 388 listing service, Buyer [CHECK ONE]:

389 a) ☐ Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local
 390 multiple listing service within five (5) Business Days after Date of Acceptance.

391 [FOR INFORMATION ONLY] Broker: _____

392 Broker's Address: _____ Phone: _____

393 b) ☐ Does not intend to list said real estate for sale.

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

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b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

- 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)**
- 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20 _____. **If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.**
- 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.**
- c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
 - 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).
 - 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
 - a) By personal delivery effective at the time and date of personal delivery; or
 - b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
 - c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.
 - 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.
 - 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.
 - 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.
 - 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

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Seller Initial _____ Seller Initial _____

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438 d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
 439 Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
 440 money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.
 441 If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed
 442 ineffective and this Contract shall be null and void.

443 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations
 444 contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

445 _____ **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
 446 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
 447 _____, 20 _____. In the event the prior contract is not cancelled within the time specified, this Contract
 448 shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser
 449 under the prior contract should not be served until after Attorney Review and Professional Inspections provisions
 450 of this Contract have expired, been satisfied or waived.

451 _____ **32. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of
 452 \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

453 _____ **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well
 454 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
 455 nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
 456 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating
 457 that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller
 458 shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of
 459 remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach
 460 agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional
 461 testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional
 462 testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for
 463 necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a
 464 copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

465 _____ **34. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within
 466 ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated
 467 not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state
 468 regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by
 469 termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses
 470 evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the
 471 report to proceed with the purchase or to declare this Contract null and void.

472 _____ **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the
 473 date that is [CHECK ONE] ☐ _____ days after the date of Closing or ☐ _____, 20 ____ ("the Possession Date").
 474 Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until
 475 delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____
 476 (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

- 477 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
 478 and including the day of delivery of Possession if on or before the Possession Date;
 479 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
 480 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

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481 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
 482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
 483 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

484 _____ **36. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is"
 485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
 486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
 487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
 488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
 489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
 490 performing any inspection. **In the event the inspection reveals that the condition of the Real Estate is unacceptable**
 491 **to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be**
 492 **null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated**
 493 **to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or**
 494 **to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and**
 495 **this Contract shall remain in full force and effect.** Buyer acknowledges that the provisions of Paragraph 12 and the
 496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
 497 of rights by Buyer in Paragraph 33, if applicable.

498 _____ **37. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real
 499 Estate by _____ Buyer's Specified Party, within five (5) Business Days after Date
 500 of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller
 501 within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this
 502 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

503 _____ **38. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract
 504 **[IDENTIFY BY TITLE]:** _____
 505 _____.

506 _____ **39. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the
 507 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with
 508 such additional terms as either Party may deem necessary, providing for one or more of the following **[CHECK APPLICABLE BOXES]:**

509 <input type="checkbox"/> Articles of Agreement for Deed	<input type="checkbox"/> Assumption of Seller's Mortgage	<input type="checkbox"/> Commercial/Investment
510 <input type="checkbox"/> or Purchase Money Mortgage	<input type="checkbox"/> Cooperative Apartment	<input type="checkbox"/> New Construction
511 <input type="checkbox"/> Short Sale	<input type="checkbox"/> Tax-Deferred Exchange	<input type="checkbox"/> Vacant Land
512 <input type="checkbox"/> Multi-Unit (4 Units or fewer)	<input type="checkbox"/> Interest Bearing Account	<input type="checkbox"/> Lease Purchase

Buyer Initial _____ Buyer Initial _____
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Seller Initial _____ Seller Initial _____

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513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 **09/7/2023**

519 Date of Offer	DATE OF ACCEPTANCE
520	
521 Buyer Signature	Seller Signature
522	
523 Buyer Signature	Seller Signature
524 Village of Lake Villa	Terry J & Judith P Dewar Estate
525 Print Buyer(s) Name(s) [REQUIRED]	Print Seller(s) Name(s) [REQUIRED]
526	76 Cedar
527 Address [REQUIRED]	Address [REQUIRED]
528	Lake Villa IL 60046
529 City, State, Zip [REQUIRED]	City, State, Zip [REQUIRED]
530	
531 Phone E-mail	Phone E-mail

FOR INFORMATION ONLY

533 Coldwell Banker Hometrust 2750 478.009940	Coldwell Banker Hometrust R.E. 2750 478.009940
534 Buyer's Brokerage MLS # State License #	Seller's Brokerage MLS # State License #
535 974 Main Antioch 60002	974 Main Antioch 60002
536 Address City Zip	Address City Zip
537 Teresa Worklan 12786 471.002045	Teresa Worklan 12786 471.002045
538 Buyer's Designated Agent MLS # State License #	Seller's Designated Agent MLS # State License #
539 847-508-0850	847-395-7575
540 Phone Fax	Phone Fax
541 tworklan@gmail.com	tworklan@gmail.com
542 E-mail	E-mail
543	Ted Bond
544 Buyer's Attorney E-mail	Seller's Attorney E-mail
545	708 Florsheim Libertyville IL 60048
546 Address City State Zip	Address City State Zip
547	847-599-9101
548 Phone Fax	Phone Fax
549	
550 Mortgage Company Phone	Homeowner's/Condo Association (if any) Phone
551	
552 Loan Officer Phone/Fax	Management Co./Other Contact Phone
553	
554 Loan Officer E-mail	Management Co./Other Contact E-mail

555 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**
556 **Seller rejection:** This offer was presented to Seller on _____, 20 ____ at ____:____ a.m./p.m. and rejected on _____
557 _____, 20 ____ at ____:____ a.m./p.m. _____ [SELLER INITIALS]

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559 (website of Illinois Real Estate Lawyers Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Chicago Bar Association
560 · DuPage County Bar Association · Heartland REALTOR® Organization · Grundy County Bar Association · Hometown Association of REALTORS® · Illinois Real Estate Lawyers Association · Illini Valley
561 Association of REALTORS® · Kane County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar Association ·
562 North Shore-Barrington Association of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR® Association of
563 the Fox Valley, Inc. · Three Rivers Association of REALTORS® · Will County Bar Association ·

Address: **76 Cedar, Lake Villa, IL 60046**

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ADDENDUM TO CONTRACT

Re: 76 Cedar Avenue, Lake Villa, IL
(Permanent Index Numbers 02-33-305-011 and -012)
(the "Subject Property")

THIS ADDENDUM TO CONTRACT (hereinafter, "this Addendum"), made and entered into this ____ day of September, 2023, by and between the VILLAGE OF LAKE VILLA, an Illinois municipal corporation (referred to as the "Purchaser" or the "Village") and CYNTHIA GRINDE, Independent Executor of the Estate of Terry J. Dewar (Case No. 23PR0004677) (referred to as the "Seller") (the Purchaser and the Seller may sometimes be referred to herein individually as a "Party" and collectively as "Parties") is and shall constitute part of the "Multi-Board Residential Real Estate Contract 7.0" (the "Contract") executed by the Parties, and to the extent that this Addendum is inconsistent with any other provision(s) of the Contract, this Addendum shall prevail and control (the Contract and this Addendum are sometimes collectively referred to herein as the "Contract Documents"):

WITNESSETH:

The Parties hereby understand, acknowledge and agree as follows:

1. Deed: Seller shall convey ownership of the Subject Property to Purchaser by a recordable, stamped Independent Executor's Deed, in customary form free of all encumbrances, exceptions and defects in title, except and subject to only those exceptions set forth on Exhibit A attached hereto (collectively "Permitted Exceptions"). Seller represents and warrants to Purchaser, to the best of Seller's actual knowledge, that the Subject Property is not subject to any written or oral lease or management agreement. The Subject Property is commonly known as 76 Cedar Avenue and 0 Cedar Avenue, Lake Villa, IL, and is legally described as follows:

LOTS 8 AND 9 IN BLOCK "A" IN THE RESUBDIVISION OF PART OF BLOCK 5 IN LAKE CITY (NOW LAKE VILLA) AND PART OF BLOCK 8 IN LEHMANN'S ADDITION TO LAKE VILLA BEING PART OF SECTIONS 32 AND 33, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION, RECORDED NOVEMBER 1, 1900, AS DOCUMENT 79612, IN BOOK "E" OF PLATS, PAGE 37, IN LAKE COUNTY, ILLINOIS.

2. Survey: Within thirty (30) days after execution of this Addendum by all of the Parties hereto and the approval of the Contract Documents by Ordinance by the Corporate Authorities of the Village, i.e., the Contract Approval Date, Seller shall, at Seller's expense, obtain and provide to the Purchaser a new survey of the Subject Property showing all easements thereon, if any, (the "Survey") the legal description of which shall be consistent with the legal description on a new or updated ALTA title commitment with extended coverage obtained from Fidelity National Title Insurance Company, and which legal description shall be approved by Fidelity National Title Insurance Company, which Survey shall show that the Subject Property is free of any encroachments, and free of any other unpermitted survey exceptions.

3. Contingency Period; Conditions Precedent:

- (a) The Purchaser shall have forty-five (45) business days from the Contract Approval Date, i.e., the date that the Contract Documents are executed by the Mayor and attested to by the Village Clerk (the "Due Diligence Period") to conduct its due diligence review and approve the condition of the Subject Property and the improvements located thereon, including the ability to: (i) review and approve the new title commitment, documents of record, existing plat(s) and a new survey as provided for in Paragraph 2 hereof, and (ii) conduct a Phase I and/or Phase II Environmental Investigation of the Subject Property and such other studies and investigations relative to the Subject Property, at the Village's expense, that the Purchaser deems appropriate and/or necessary, the results of all of which shall be reasonably acceptable to the Purchaser.
 - (b) Access to Subject Property Prior to Closing: During the first forty-five (45) business days of the Due Diligence Period as described in Paragraph 3(a), Seller shall permit Purchaser, its representatives and agents access to the Subject Property prior to closing in order to permit the Purchaser's agents to perform a Phase I and/or Phase II environmental assessment of the Subject Property and/or any other inspection(s) of the Subject Property and the structures located thereon. Purchaser agrees to indemnify and hold Seller harmless from any injury to Purchaser and/or its officer(s), employee(s), and/or agent(s) as a result of said entry and access to the Subject Property prior to closing by Purchaser and/or its representatives and/or agents for said purposes.
 - (c) The Seller shall obtain the customary title insurance, at the Seller's sole cost and expense, from Fidelity National Title Insurance Company and shall deliver to Purchaser evidence of title to the Subject Property in the form of an ALTA commitment for owner's title insurance policy, with extended coverage over all the general exceptions.
4. Documentation: All documents required of either party hereto shall be fully and properly prepared, executed and where necessary acknowledged. Each of the parties shall make good faith efforts to have copies of all documents to be deposited provided in advance to the respective legal counsel for each party not later than seven (7) days prior to Closing.
5. Indemnification Relative to Tests: Purchaser agrees to hold harmless and indemnify Seller from any costs, claim or expense, including attorneys' fees and other costs of defense, resulting from the conducting of Phase I and Phase II environmental studies of the Subject Property.
6. Phase I and/or Phase II Environmental Studies: Purchaser's obligations under this Addendum and the consummation of this transaction shall be contingent upon and subject to the conditions precedent that the Purchaser obtains at Purchaser's expense and Purchaser approving the results of a Phase I and/or a Phase II environmental assessment performed relative to the Subject Property within forty-five (45) days after the Contract Approval Date. Seller agrees to cooperate in Purchaser's Phase I and/or Phase II studies, including completing any required owner's Phase I questionnaires for the Subject Property, i.e., for P.I.N. 02-33-305-011 and -012. If Purchaser disapproves either or both environmental assessment report(s) and gives written notice thereof to Seller within said forty-five (45) day period, this Addendum

shall be null and void and the Escrowee shall immediately return to Purchaser any earnest money paid by Purchaser relative to this transaction.

7. Approval by Corporate Authorities Required: Both the Seller and the Purchaser acknowledge and agree that in order to be binding on the Purchaser, the Contract Documents must be approved by an Ordinance passed by the Corporate Authorities of the Village of Lake Villa at the next regular Village Board Meeting following the execution hereof by the Seller, the Contract Documents are contingent upon such approval, and the Contract Documents shall be null and void if said Contract Documents are not so approved by the Corporate Authorities of the Village of Lake Villa at such a meeting.
8. Closing:
 - A. The consummation and the Closing of the transaction contemplated by the Contract Documents, payment of Purchase Price and delivery of deed shall be no later than fifteen (15) days after the Purchaser's completion of its due diligence as provided in Paragraph 3, or sooner if Seller and the Purchaser otherwise agree, and provided that all approvals have been obtained and all contingencies and conditions precedent have been satisfied by the parties or waived by Purchaser. If the Purchaser disapproves of either the Phase I and/or Phase II environmental assessment as provided in Paragraph 6 of this Addendum, and/or any other contingencies and/or conditions precedent have not been satisfied by the Parties or waived by the Purchaser, the Purchaser may, at its sole discretion, declare the Contract Documents null and void and all earnest money tendered by Purchaser shall promptly be returned to the Purchaser by the Escrowee.
 - B. This transaction shall be closed through an escrow at the Fidelity National Title Insurance Company office in Lake Villa, Illinois, the cost of which escrow closing shall be divided equally between the parties, in accordance with the general provisions of a standard "New York Style" deed and money escrow agreement then in use by the Fidelity National Title Insurance Company, with such special provision inserted therein as may be required to conform with this Addendum; provided, however, that should any of the terms of said escrow agreement be in conflict with any of the terms of this Addendum, this Addendum shall control. Each Party shall deposit their respective Closing documents in escrow with the Fidelity National Title Insurance Company prior to Closing.
 - C. In addition to payment of a portion of the New York Style escrow closing costs and title charges as provided in Subparagraph B above, and notwithstanding any other provisions of this Addendum to the contrary, Purchaser agrees to also be responsible for the payment of (i) all of Purchaser's attorney's fees, and (ii) the cost of any Phase I and/or Phase II environmental studies; and Seller shall be responsible for (i) payment of its own attorney's fees, (ii) the cost of an ALTA title commitment obtained from Fidelity National Title Insurance Company in favor of the Purchaser with extended coverage in the amount of the Purchase Price, and (iii) the cost of a new survey.
 - D. The Parties hereto acknowledge and agree that this transaction is not subject to any State, County, or municipal transfer taxes which might otherwise be assessed by law or

ordinance on the transfer of title to real estate as the Purchaser is an Illinois municipal corporation and, therefore, this is an exempt municipal transaction.

9. Additional Documents: In addition to all other documents herein required, Seller shall furnish and deposit into escrow the following documents at the times specified:
 - A. an affidavit of title;
 - B. appropriate American Land Title Association standard form extended coverage owner's statement and GAP undertakings as required by the Fidelity National Title Insurance Company;
 - C. applicable State of Illinois Real Estate Transfer Declaration; and
 - D. all other documents required by the Fidelity National Title Insurance Company to issue its owner's title insurance policy, as and when required but in no event later than Closing and subject only to those Permitted Exceptions as described in Exhibit A.
10. Brokers: Each party represents and warrants to the other party that neither party has been represented by a broker in connection with this transaction.
11. Real Estate Taxes: The Seller shall provide to the Purchaser a Real Estate Tax proration at Closing, based on 105% of the most recently ascertainable Real Estate Tax Bill without the application of any real estate tax exemption(s) such as a homeowners' exemption, senior exemption, or real estate tax freeze.
12. Default; Remedies:
 - A. Default by Seller: If Seller defaults in its obligations hereunder, then, provided Purchaser is not in default under the Contract Documents, Purchaser shall have the right to terminate the Contract Documents and promptly receive a full refund of its Earnest Money or Purchaser may elect to enforce the Contract Documents by an action for specific performance.
 - B. Purchaser Default: In the event Purchaser shall fail to comply with any of its obligations hereunder on or prior to the Closing Date, the Earnest Money shall be paid as liquidated damages in lieu of all other remedies available to Seller, and the Contract Documents shall become null and void with neither party having any further rights or liabilities hereunder, with the exception of any obligation to indemnify the other Party as expressly provided in this Addendum.
 - C. Liquidated Damages: Seller and Purchaser acknowledge and agree that: (i) it would be extremely difficult to accurately determine the amount of damages suffered by Seller as a result of Purchaser's default hereunder; (ii) the Earnest Money is a fair and reasonable amount to be retained by Seller as agreed upon liquidated damages for Purchaser's default under this Addendum; and (iii) retention by Seller of the Earnest Money upon Purchaser's default hereunder shall not constitute a penalty or forfeiture.

13. Notices: All notices or communications herein required or which either party desires to give to the other shall be in writing and sent via email or facsimile transmission, with the original of such communication sent by certified mail, postage prepaid, return receipt requested, and shall be mailed or transmitted as follows:

To Purchaser: Village of Lake Villa
Attn: Michael Strong, Village Administrator
65 Cedar Avenue
Lake Villa, IL 60046
Email: mstrong@lake-villa.org

with a copy to: Attorney James P. Bateman
Bateman Law Offices, Ltd.
800 Hart Road, Suite 311
Barrington, IL 60010
Telephone: (847) 381-7840
FAX: (847) 381-7842
Email: jbateman@batemanlawltd.com

To Seller: c/o Attorney Thaddeus Bond
708 Florsheim Drive, Suite 10
Libertyville, IL 60048
Telephone: (847) 599-9101
Email: ted@bondpc.com

14. Incorporation: Purchaser and Seller agree that this Addendum incorporates, integrates and makes as a part of it, all exhibits attached hereto.
15. Binding Upon Successors: Purchaser and Seller agree that this Addendum shall be binding upon and shall inure to the benefit of both the Seller and Purchaser and their respective heirs, successors and assigns.
16. Integration: Purchaser and Seller agree that all understandings and agreements heretofore had and made between each of them are merged and integrated in the Contract Documents as the final expression of their agreement which alone fully and completely expresses their agreement, with neither Purchaser nor Seller relying upon any statement or representation not embodied in the Contract Documents and made by the other, other than confirmation of the legal description of the Subject Property by a new survey obtained by the Purchaser, at the expense of the Purchaser, and by a new ALTA title commitment with extended coverage obtained by the Seller, at the expense of the Seller.
17. Headings: Purchaser and Seller agree that the various headings used in this Addendum are for convenience only and shall not be used in interpreting the text before which they appear.

18. Counterparts; Electronic Signature(s): Purchaser and Seller agree that this Addendum may be executed in multiple counterparts, each of which, when affixed together, shall be deemed to be and shall constitute one and the same instrument. Each of the parties hereto shall receive a fully executed counterpart. This Addendum may be executed by facsimile or PDF on a copy or counterpart which shall be just as effective as an original signature on an original Addendum.
19. Binding Nature: This Addendum, subject to the terms and conditions herein stated, shall not be binding upon any party hereto until executed by all the parties hereto.
20. The above-named Seller acknowledges that Seller is the sole owner of the Subject Property.
21. Prior to closing, Seller agrees to seek, obtain, and provide to Purchaser a written order from the Circuit Court of Lake County approving the sale to the Purchaser by the Seller as the Independent Executor of the Estate of Terry J. Dewar.
22. The "Multi-Board Residential Real Estate Contract 7.0" (the "Contract") executed by the Parties is and shall be modified to provide as follows:
 - (A) Paragraph 29, "Confirmation of Dual Agency" of the Contract is hereby deleted.
 - (B) Paragraph 30(c), "Seller's Right to Continue to Offer Real Estate For Sale", of the Contract is hereby deleted.

IN WITNESS WHEREOF, the parties executing this Addendum each represent and warrant to the other that each is either a duly-authorized representative of the Seller or a duly-authorized representative of the Purchaser and that the Purchaser and the Seller identified herein have executed this Addendum on behalf of said Purchaser and Seller.

PURCHASER:

SELLER:

VILLAGE OF LAKE VILLA

By: _____
James McDonald, Mayor

By: _____
Cynthia Grinde, Independent Executor of the
Estate of Terry J. Dewar

ATTEST:

Mary Konrad, Village Clerk,
Village of Lake Villa

EXHIBIT A

PERMITTED EXCEPTIONS:

- A. Real estate taxes for the tax year 2022 payable in 2023 and for subsequent years which are not delinquent;
- B. Easements shown by the Public Records;
- D. Acts and Deeds of the Purchaser

EXHIBIT B-1

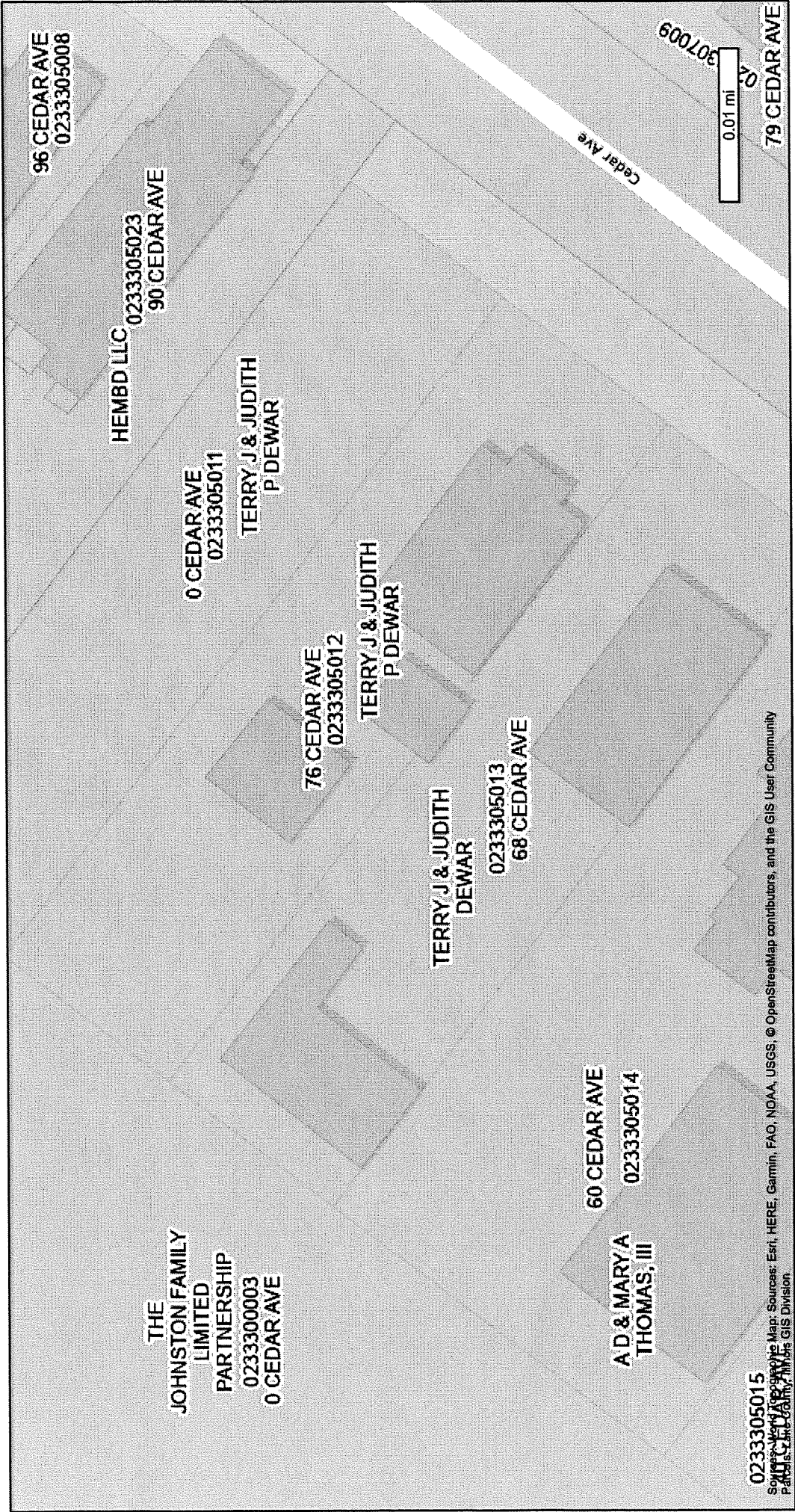
Legal Description of the Subject Property
(76 Cedar Avenue, Lake Villa, IL and the Adjacent Vacant Lot to the Northeast)

LOTS 8 AND 9 IN BLOCK "A" IN THE RESUBDIVISION OF PART OF BLOCK 5 IN LAKE CITY (NOW LAKE VILLA) AND PART OF BLOCK 8 IN LEHMANN'S ADDITION TO LAKE VILLA BEING PART OF SECTIONS 32 AND 33, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION, RECORDED NOVEMBER 1, 1900, AS DOCUMENT 79612, IN BOOK "E" OF PLATS, PAGE 37, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B-2

Tax Map of the Subject Property

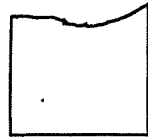
Lake County, Illinois



Address Labels
Taxpayer Name
Labels
PIN Labels
Tax Parcel
Information



Map Printed on 9/8/2023



Lake County, Illinois

Disclaimer: The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."

2 Buyer Name(s) [PLEASE PRINT] Village of Lake Villa

3 Seller Name(s) [PLEASE PRINT] Terry J & Judith P Dewar Estate

4 If Dual Agency applies, check here ☒ and complete Optional Paragraph 29.

5 **2. THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property
6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
7 approximate lot size or acreage of 100 x 200 2 pin numbers commonly known as:

8 76 Cedar Lake Villa IL 60046

9 Address Unit # (If applicable) City State Zip County

10 Permanent Index Number(s): 0233305012/5011 ☐ Single Family Attached ☒ Single Family Detached ☐ Multi-Unit

11 If Designated Parking is Included: # of space(s) _____; identified as space(s) # _____; location _____

12 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

13 If Designated Storage is Included: # of space(s) _____; identified as space(s) # _____; location _____

14 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

15 **3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE:** All of the fixtures and included Personal Property
16 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
17 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
18 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

19 <input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Wine/Beverage Refrigerator	<input checked="" type="checkbox"/> Light Fixtures, as they exist	<input type="checkbox"/> Fireplace Gas Log(s)
20 <input checked="" type="checkbox"/> Oven/Range/Stove	<input checked="" type="checkbox"/> Sump Pump(s)	<input checked="" type="checkbox"/> Built-in or attached shelving	<input checked="" type="checkbox"/> Smoke Detectors
21 <input type="checkbox"/> Microwave	<input type="checkbox"/> Water Softener (unless rented)	<input checked="" type="checkbox"/> All Window Treatments & Hardware	<input checked="" type="checkbox"/> Carbon Monoxide Detectors
22 <input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Invisible Fence System, Collar & Box
23 <input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Central Humidifier	<input type="checkbox"/> Wall Mounted Brackets (AV/TV)	<input checked="" type="checkbox"/> Garage Door Opener(s)
24 <input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Central Vac & Equipment	<input type="checkbox"/> Security System(s) (unless rented)	with all Transmitters
25 <input checked="" type="checkbox"/> Washer	<input type="checkbox"/> All Tacked Down Carpeting	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Outdoor Shed
26 <input checked="" type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Existing Storms & Screens	<input type="checkbox"/> Electronic or Media Air Filter(s)	<input type="checkbox"/> Outdoor Playset(s)
27 <input type="checkbox"/> Attached Gas Grill	<input type="checkbox"/> Window Air Conditioner(s)	<input type="checkbox"/> Backup Generator System	<input checked="" type="checkbox"/> Planted Vegetation
28 <input checked="" type="checkbox"/> Water Heater	<input type="checkbox"/> Ceiling Fan(s)	<input type="checkbox"/> Fireplace Screens/Doors/Grates	<input checked="" type="checkbox"/> Hardscape

29 Other Items Included at No Added Value: Appliances as is

30 Items Not Included: _____

31 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
32 operating condition at Possession except: _____

33 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
34 regardless of age, and does not constitute a threat to health or safety.

35 If Home Warranty applies, check here ☐ and complete Optional Paragraph 32.

36 **4. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ 285,000 Cash. After the payment of Earnest
37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
38 "Good Funds" as defined by law.

39 a) **CREDIT AT CLOSING:** [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
40 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller
41 agrees to credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

42 b) **EARNEST MONEY:** Earnest Money of \$ 5,000 shall be tendered to Escrowee on or before 5
43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ _____ shall be tendered
44 by _____, 20 _____. Earnest Money shall be held in trust for the mutual benefit of the Parties by

Buyer Initial DM Buyer Initial _____
Address: 76 Cedar, Lake Villa, IL 60046

Seller Initial LG Seller Initial _____

45 [CHECK ONE]: ☒ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee."
 46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.
 47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
 48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 **5. CLOSING:** Closing shall be on October 30, 20 23 or at such time as mutually agreed by the Parties in
 50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
 51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 **6. POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
 53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
 54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 **7. FINANCING:** [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]
 56 _____ a) **LOAN CONTINGENCY:** Not later than **forty-five (45) days after Date of Acceptance or five**
 57 **(5) Business Days prior to the date of Closing**, whichever is earlier, ("Loan Contingency Date") Buyer shall
 58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
 59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
 60 as follows: [CHECK ONE] ☐ fixed; ☐ adjustable; [CHECK ONE] ☐ conventional; ☐ FHA; ☐ VA; ☐ USDA;
 61 ☐ other _____ loan for _____ % of the Purchase Price, plus private mortgage insurance (PMI),
 62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum,
 63 amortized over not less than _____ years. Buyer shall pay discount points not to exceed _____ % of the loan amount.
 64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.
 65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
 66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
 67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
 68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller
 69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
 70 in full force and effect.

71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
 72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
 73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
 74 thereafter or any extension thereof agreed to by the Parties in writing.

75 **A Party causing delay in the loan approval process shall not have the right to terminate under this**
 76 **subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as**
 77 **otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.**

78 **Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of**
 79 **Buyer's existing real estate.** Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
 80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
 81 conditioned on the sale and/or closing of Buyer's existing real estate.

82 If Buyer is seeking FHA, VA, or USDA financing, **required amendments and disclosures shall be attached to this**
 83 **Contract.** If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

84 _____ b) **CASH TRANSACTION WITH NO MORTGAGE:** [ALL CASH] If this selection is made, Buyer will pay
 85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
 86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
 87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
 88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

Buyer Initial DM Buyer Initial _____
 Address: **76 Cedar, Lake Villa, IL 60046**

Seller Initial LG Seller Initial _____

v7.0

89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
 90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
 91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
 92 share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall**
 93 **not be contingent upon the sale and/or closing of Buyer's existing real estate.**

94 _____ c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
 95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
 96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
 97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
 98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
 99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
 100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
 101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
 102 in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent**
 103 **upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
 104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
 105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
 106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
 107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. **Unless otherwise**
 108 **provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing**
 109 **real estate.**

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:

111 **[CHECK ONE]** ☒ has ☐ has not received a completed Illinois Residential Real Property Disclosure;
 112 **[CHECK ONE]** ☐ has ☒ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
 113 **[CHECK ONE]** ☒ has ☐ has not received a Lead-Based Paint Disclosure;
 114 **[CHECK ONE]** ☒ has ☐ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
 115 **[CHECK ONE]** ☐ has ☒ has not received the Disclosure of Information on Radon Hazards.

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
 117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
 118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
 119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
 120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
 121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 105 % of
 123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
 124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
 125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
 126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
 127 entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to**
 128 **which the Seller is not lawfully entitled.**

129 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
 130 fees are \$ _____ per _____ (and, if applicable, Master/Umbrella Association fees are
 131 \$ _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
 132 special assessments by the Association(s) confirmed prior to Date of Acceptance.

Buyer Initial DM Buyer Initial _____
 Address: 76 Cedar, Lake Villa, IL 60046

Seller Initial DS LG Seller Initial _____

133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
134 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

135 **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
136 Parties, by Notice, may:

137 a) Approve this Contract; or
138 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
139 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
140 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the
141 proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written
142 agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either
143 Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed
144 terminated; or
145 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.
146 Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
147 subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
148 agreed upon, **neither** Buyer nor Seller may declare this contract null and void, and this contract shall remain
149 in full force and effect.

150 If Notice of disapproval or proposed modifications is not served within the time specified herein, the
151 provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force
152 and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null
153 and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit
154 unilateral reinstatement by withdrawal of any proposal(s).

155 **11. WAIVER OF PROFESSIONAL INSPECTIONS:** [INITIAL IF APPLICABLE] ____ Buyer acknowledges
156 the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of
157 the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

158 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]
159 Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental
160 regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection
161 services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect
162 infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to
163 make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned
164 on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against
165 any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

166 a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating
167 and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,
168 floors, appliances and foundation. A major component shall be deemed to be in operating condition, and
169 therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health
170 or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its
171 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic
172 nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall
173 not be a basis for the Buyer to cancel this Contract. **A request by Buyer for credits or repairs in violation of**
174 **the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return**
175 **of Buyer's Earnest Money.** If radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial  Buyer Initial _____
Address: **76 Cedar, Lake Villa, IL 60046**

Seller Initial  Seller Initial _____

b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. **Buyer shall not send any portion of the inspection report with the Notice provided under this subparagraph unless such inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney.** If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.

d) **Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.**

13. **HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.**

14. **FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

15. **CONDOMINIUM/Common Interest Associations:** [IF APPLICABLE] The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest Community Association Act or other applicable state association law ("Governing Law").

a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to Date of Acceptance.

c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.

d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer Initial DS Buyer Initial _____
Address: **76 Cedar, Lake Villa, IL 60046**

Seller Initial CG Seller Initial _____

220 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
 221 additional documentation, Buyer agrees to comply with same.

222 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
 223 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
 224 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or
 225 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
 226 Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the
 227 receipt of the documents and information required by this paragraph, listing those deficiencies which are
 228 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived
 229 this contingency, and this Contract shall remain in full force and effect.

230 f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

231 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
 232 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
 233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
 234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
 235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
 236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
 237 at the time of Closing.

238 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

239 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
 240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
 241 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
 242 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
 244 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
 245 Procedures Act of 1974, as amended.

246 **18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
 247 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
 248 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
 249 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject
 250 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.
 251 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment
 252 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein
 253 shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted**
 254 **exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to**
 255 **Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title**
 256 **insurer commit to either insure against loss or damage that may result from such exceptions or survey matters**
 257 **or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived
 258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase
 259 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit
 260 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
 261 Insurance Policy.

262 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
 263 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

Buyer Initial  Buyer Initial _____

Seller Initial  Seller Initial _____

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264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
 265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
 266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
 267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
 268 all accessible corners of the land. **All such corners shall also be visibly staked or flagged.** The Plat of Survey shall
 269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
 270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
 271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
 273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
 274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
 275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
 276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
 277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
 278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
 279 be applicable to this Contract, except as modified by this paragraph.

280 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.
 281 All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
 282 Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and
 283 included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal
 284 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

285 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
 286 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
 287 notice from any association or governmental entity regarding:

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 [INITIALS] LG There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are not
 298 included in full in the determination of the most recent tax assessment.

299 [INITIALS] LG There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are eligible
 300 for the home improvement tax exemption.

301 [INITIALS] LG There [CHECK ONE] ☐ is ☒ is not an unconfirmed pending special assessment affecting
 302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS] LG The Real Estate [CHECK ONE] ☐ is ☒ is not located within a Special Assessment Area or
 304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
 306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

Buyer Initial AM Buyer Initial _____
 Address: **76 Cedar, Lake Villa, IL 60046**

Seller Initial LG Seller Initial _____

307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

309 **23. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
310 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
311 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
312 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall
313 be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration
314 shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation
315 after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon
316 demand.

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
326 established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
327 document incorporating the digital signature and sending same by electronic mail.

328 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
329 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
330 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
331 competent jurisdiction."

332 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided
333 for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the
334 Escrowee may elect to proceed as follows:

- 335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.
339 **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be
340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
- 341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees
344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
345 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 350 a) By personal delivery; or

Buyer Initial [Signature] Buyer Initial _____

Seller Initial [Signature] Seller Initial _____

Address: **76 Cedar, Lake Villa, IL 60046**

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- b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.
- f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's Designated Agent in any of the manners provided above.
- g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide such courtesy copies shall not render Notice invalid.

28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.

29. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to Teresa Worklan [LICENSEE] acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

30. SALE OF BUYER'S REAL ESTATE:

a) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

Address	City	State	Zip
---------	------	-------	-----

2) Buyer [CHECK ONE] ☐ has ☐ has not entered into a contract to sell Buyer's real estate.

If Buyer has entered into a contract to sell Buyer's real estate, that contract:

a) [CHECK ONE] ☐ is ☐ is not subject to a mortgage contingency.

b) [CHECK ONE] ☐ is ☐ is not subject to a real estate sale contingency.

c) [CHECK ONE] ☐ is ☐ is not subject to a real estate closing contingency.

3) Buyer [CHECK ONE] ☐ has ☐ has not publicly listed Buyer's real estate for sale with a licensed real estate broker and in a local multiple listing service.

4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer [CHECK ONE]:

a) ☐ Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after Date of Acceptance.

[FOR INFORMATION ONLY] Broker: _____

Broker's Address: _____ Phone: _____

b) ☐ Does not intend to list said real estate for sale.

Buyer Initial TS Buyer Initial _____

Seller Initial LG Seller Initial _____

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b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

- 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)**
- 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20 _____. **If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.**
- 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.**
- c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
 - 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).
 - 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
 - a) By personal delivery effective at the time and date of personal delivery; or
 - b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
 - c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.
 - 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.
 - 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.
 - 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.
 - 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

Buyer Initial  Buyer Initial _____
 Address: **76 Cedar, Lake Villa, IL 60046**

Seller Initial  Seller Initial _____

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438 d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
 439 Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
 440 money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.
 441 If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed
 442 ineffective and this Contract shall be null and void.

443 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations
 444 contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

445 _____ **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
 446 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
 447 _____, 20 _____. In the event the prior contract is not cancelled within the time specified, this Contract
 448 shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser
 449 under the prior contract should not be served until after Attorney Review and Professional Inspections provisions
 450 of this Contract have expired, been satisfied or waived.

451 _____ **32. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of
 452 \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

453 _____ **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well
 454 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
 455 nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
 456 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating
 457 that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller
 458 shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of
 459 remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach
 460 agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional
 461 testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional
 462 testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for
 463 necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a
 464 copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

465 _____ **34. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within
 466 ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated
 467 not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state
 468 regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by
 469 termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses
 470 evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the
 471 report to proceed with the purchase or to declare this Contract null and void.

472 _____ **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the
 473 date that is [CHECK ONE] ☐ _____ days after the date of Closing or ☐ _____, 20 ____ ("the Possession Date").
 474 Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until
 475 delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____
 476 (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

- 477 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
 478 and including the day of delivery of Possession if on or before the Possession Date;
 479 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
 480 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

Buyer Initial  Buyer Initial _____
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Seller Initial  Seller Initial _____

481 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
 482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
 483 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

484 _____ **36. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is"
 485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
 486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
 487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
 488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
 489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
 490 performing any inspection. **In the event the inspection reveals that the condition of the Real Estate is unacceptable**
 491 **to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be**
 492 **null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated**
 493 **to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or**
 494 **to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and**
 495 **this Contract shall remain in full force and effect.** Buyer acknowledges that the provisions of Paragraph 12 and the
 496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
 497 of rights by Buyer in Paragraph 33, if applicable.

498 _____ **37. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real
 499 Estate by _____ Buyer's Specified Party, within five (5) Business Days after Date
 500 of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller
 501 within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this
 502 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

503 _____ **38. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract
 504 **[IDENTIFY BY TITLE]:** _____
 505 _____

506 _____ **39. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the
 507 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with
 508 such additional terms as either Party may deem necessary, providing for one or more of the following **[CHECK APPLICABLE BOXES]:**

509 <input type="checkbox"/> Articles of Agreement for Deed	<input type="checkbox"/> Assumption of Seller's Mortgage	<input type="checkbox"/> Commercial/Investment
510 <input type="checkbox"/> or Purchase Money Mortgage	<input type="checkbox"/> Cooperative Apartment	<input type="checkbox"/> New Construction
511 <input type="checkbox"/> Short Sale	<input type="checkbox"/> Tax-Deferred Exchange	<input type="checkbox"/> Vacant Land
512 <input type="checkbox"/> Multi-Unit (4 Units or fewer)	<input type="checkbox"/> Interest Bearing Account	<input type="checkbox"/> Lease Purchase

Buyer Initial  Buyer Initial _____
 Address: **76 Cedar, Lake Villa, IL 60046**

Seller Initial  Seller Initial _____

513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.


9/12/2023

518 **09/7/2023**

519 Date of Offer

DATE OF ACCEPTANCE

520 
521 Buyer Signature

DocuSigned By:

521 Seller Signature

522
523 Buyer Signature

Independent executor of the estate of Terry J. Dewar

524 **Village of Lake Villa**

Seller Signature

Terry J & Judith P Dewar Estate

525 Print Buyer(s) Name(s) [REQUIRED]

Print Seller(s) Name(s) [REQUIRED]

526 **65 CEDAR AVE.**

76 Cedar

527 Address [REQUIRED]

Address [REQUIRED]

528 **LAKE VILLA, IL. 60046**

Lake Villa IL 60046

529 City, State, Zip [REQUIRED]

City, State, Zip [REQUIRED]

530 **847-356-6100**

531 Phone

E-mail

Phone

E-mail

532 **FOR INFORMATION ONLY**

533 **Coldwell Banker Hometrust 2750**

478.009940

Coldwell Banker Hometrust R.E. 2750

478.009940

534 Buyer's Brokerage

MLS #

State License #

Seller's Brokerage

MLS #

State License #

535 **974 Main**

Antioch

60002

974 Main

Antioch

60002

536 Address

City

Zip

Address

City

Zip

537 **Teresa Worklan**

12786

471.002045

Teresa Worklan

12786

471.002045

538 Buyer's Designated Agent

MLS #

State License #

Seller's Designated Agent

MLS #

State License #

539 **847-508-0850**

847-395-7575

540 Phone

Fax

Phone

Fax

541 **tworklan@gmail.com**

tworklan@gmail.com

542 E-mail

E-mail

543 **Ted Bond**

544 Buyer's Attorney

E-mail

Seller's Attorney

E-mail

545

708 Florsheim

Libertyville IL

60048

546 Address

City

State

Zip

Address

City

State

Zip

547 **847-599-9101**

548 Phone

Fax

Phone

Fax

549

550 Mortgage Company

Phone

Homeowner's/Condo Association (if any)

Phone

551

552 Loan Officer

Phone/Fax

Management Co./Other Contact

Phone

553

554 Loan Officer E-mail

Management Co./Other Contact E-mail

555 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**

556 **Seller rejection:** This offer was presented to Seller on _____, 20 ____ at ____:____ a.m./p.m. and rejected on _____

557 _____, 20 ____ at ____:____ a.m./p.m. _____ [SELLER INITIALS]

558 © 2018 Illinois Real Estate Lawyers Association. All rights reserved. **Unauthorized duplication or alteration of this form or any portion thereof is prohibited.** Official form available at www.irela.org
559 (website of Illinois Real Estate Lawyers Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Chicago Bar Association
560 · DuPage County Bar Association · Heartland REALTOR® Organization · Grundy County Bar Association · Hometown Association of REALTORS® · Illinois Real Estate Lawyers Association · Illini Valley
561 Association of REALTORS® · Kane County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar Association ·
562 North Shore-Barrington Association of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR® Association of
563 the Fox Valley, Inc. · Three Rivers Association of REALTORS® · Will County Bar Association ·

Address: **76 Cedar, Lake Villa, IL 60046**

v7.0

ADDENDUM TO CONTRACT

Re: 76 Cedar Avenue, Lake Villa, IL
(Permanent Index Numbers 02-33-305-011 and -012)
(the "Subject Property")

THIS ADDENDUM TO CONTRACT (hereinafter, "this Addendum"), made and entered into this ____ day of September, 2023, by and between the VILLAGE OF LAKE VILLA, an Illinois municipal corporation (referred to as the "Purchaser" or the "Village") and CYNTHIA GRINDE, Independent Executor of the Estate of Terry J. Dewar (Case No. 23PR0004677) (referred to as the "Seller") (the Purchaser and the Seller may sometimes be referred to herein individually as a "Party" and collectively as "Parties") is and shall constitute part of the "Multi-Board Residential Real Estate Contract 7.0" (the "Contract") executed by the Parties, and to the extent that this Addendum is inconsistent with any other provision(s) of the Contract, this Addendum shall prevail and control (the Contract and this Addendum are sometimes collectively referred to herein as the "Contract Documents"):

W I T N E S S E T H:

The Parties hereby understand, acknowledge and agree as follows:

1. Deed: Seller shall convey ownership of the Subject Property to Purchaser by a recordable, stamped Independent Executor's Deed, in customary form free of all encumbrances, exceptions and defects in title, except and subject to only those exceptions set forth on Exhibit A attached hereto (collectively "Permitted Exceptions"). Seller represents and warrants to Purchaser, to the best of Seller's actual knowledge, that the Subject Property is not subject to any written or oral lease or management agreement. The Subject Property is commonly known as 76 Cedar Avenue and 0 Cedar Avenue, Lake Villa, IL, and is legally described as follows:

LOTS 8 AND 9 IN BLOCK "A" IN THE RESUBDIVISION OF PART OF BLOCK 5 IN LAKE CITY (NOW LAKE VILLA) AND PART OF BLOCK 8 IN LEHMANN'S ADDITION TO LAKE VILLA BEING PART OF SECTIONS 32 AND 33, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION, RECORDED NOVEMBER 1, 1900, AS DOCUMENT 79612, IN BOOK "E" OF PLATS, PAGE 37, IN LAKE COUNTY, ILLINOIS.

2. Survey: Within thirty (30) days after execution of this Addendum by all of the Parties hereto and the approval of the Contract Documents by Ordinance by the Corporate Authorities of the Village, i.e., the Contract Approval Date, Seller shall, at Seller's expense, obtain and provide to the Purchaser a new survey of the Subject Property showing all easements thereon, if any, (the "Survey") the legal description of which shall be consistent with the legal description on a new or updated ALTA title commitment with extended coverage obtained from Fidelity National Title Insurance Company, and which legal description shall be approved by Fidelity National Title Insurance Company, which Survey shall show that the Subject Property is free of any encroachments, and free of any other unpermitted survey exceptions.

3. Contingency Period; Conditions Precedent:

- (a) The Purchaser shall have forty-five (45) business days from the Contract Approval Date, i.e., the date that the Contract Documents are executed by the Mayor and attested to by the Village Clerk (the "Due Diligence Period") to conduct its due diligence review and approve the condition of the Subject Property and the improvements located thereon, including the ability to: (i) review and approve the new title commitment, documents of record, existing plat(s) and a new survey as provided for in Paragraph 2 hereof, and (ii) conduct a Phase I and/or Phase II Environmental Investigation of the Subject Property and such other studies and investigations relative to the Subject Property, at the Village's expense, that the Purchaser deems appropriate and/or necessary, the results of all of which shall be reasonably acceptable to the Purchaser.
 - (b) Access to Subject Property Prior to Closing: During the first forty-five (45) business days of the Due Diligence Period as described in Paragraph 3(a), Seller shall permit Purchaser, its representatives and agents access to the Subject Property prior to closing in order to permit the Purchaser's agents to perform a Phase I and/or Phase II environmental assessment of the Subject Property and/or any other inspection(s) of the Subject Property and the structures located thereon. Purchaser agrees to indemnify and hold Seller harmless from any injury to Purchaser and/or its officer(s), employee(s), and/or agent(s) as a result of said entry and access to the Subject Property prior to closing by Purchaser and/or its representatives and/or agents for said purposes.
 - (c) The Seller shall obtain the customary title insurance, at the Seller's sole cost and expense, from Fidelity National Title Insurance Company and shall deliver to Purchaser evidence of title to the Subject Property in the form of an ALTA commitment for owner's title insurance policy, with extended coverage over all the general exceptions.
4. Documentation: All documents required of either party hereto shall be fully and properly prepared, executed and where necessary acknowledged. Each of the parties shall make good faith efforts to have copies of all documents to be deposited provided in advance to the respective legal counsel for each party not later than seven (7) days prior to Closing.
5. Indemnification Relative to Tests: Purchaser agrees to hold harmless and indemnify Seller from any costs, claim or expense, including attorneys' fees and other costs of defense, resulting from the conducting of Phase I and Phase II environmental studies of the Subject Property.
6. Phase I and/or Phase II Environmental Studies: Purchaser's obligations under this Addendum and the consummation of this transaction shall be contingent upon and subject to the conditions precedent that the Purchaser obtains at Purchaser's expense and Purchaser approving the results of a Phase I and/or a Phase II environmental assessment performed relative to the Subject Property within forty-five (45) days after the Contract Approval Date. Seller agrees to cooperate in Purchaser's Phase I and/or Phase II studies, including completing any required owner's Phase I questionnaires for the Subject Property, i.e., for P.I.N. 02-33-305-011 and -012. If Purchaser disapproves either or both environmental assessment report(s) and gives written notice thereof to Seller within said forty-five (45) day period, this Addendum

shall be null and void and the Escrowee shall immediately return to Purchaser any earnest money paid by Purchaser relative to this transaction.

7. Approval by Corporate Authorities Required: Both the Seller and the Purchaser acknowledge and agree that in order to be binding on the Purchaser, the Contract Documents must be approved by an Ordinance passed by the Corporate Authorities of the Village of Lake Villa at the next regular Village Board Meeting following the execution hereof by the Seller, the Contract Documents are contingent upon such approval, and the Contract Documents shall be null and void if said Contract Documents are not so approved by the Corporate Authorities of the Village of Lake Villa at such a meeting.
8. Closing:
 - A. The consummation and the Closing of the transaction contemplated by the Contract Documents, payment of Purchase Price and delivery of deed shall be no later than fifteen (15) days after the Purchaser's completion of its due diligence as provided in Paragraph 3, or sooner if Seller and the Purchaser otherwise agree, and provided that all approvals have been obtained and all contingencies and conditions precedent have been satisfied by the parties or waived by Purchaser. If the Purchaser disapproves of either the Phase I and/or Phase II environmental assessment as provided in Paragraph 6 of this Addendum, and/or any other contingencies and/or conditions precedent have not been satisfied by the Parties or waived by the Purchaser, the Purchaser may, at its sole discretion, declare the Contract Documents null and void and all earnest money tendered by Purchaser shall promptly be returned to the Purchaser by the Escrowee.
 - B. This transaction shall be closed through an escrow at the Fidelity National Title Insurance Company office in Lake Villa, Illinois, the cost of which escrow closing shall be divided equally between the parties, in accordance with the general provisions of a standard "New York Style" deed and money escrow agreement then in use by the Fidelity National Title Insurance Company, with such special provision inserted therein as may be required to conform with this Addendum; provided, however, that should any of the terms of said escrow agreement be in conflict with any of the terms of this Addendum, this Addendum shall control. Each Party shall deposit their respective Closing documents in escrow with the Fidelity National Title Insurance Company prior to Closing.
 - C. In addition to payment of a portion of the New York Style escrow closing costs and title charges as provided in Subparagraph B above, and notwithstanding any other provisions of this Addendum to the contrary, Purchaser agrees to also be responsible for the payment of (i) all of Purchaser's attorney's fees, and (ii) the cost of any Phase I and/or Phase II environmental studies; and Seller shall be responsible for (i) payment of its own attorney's fees, (ii) the cost of an ALTA title commitment obtained from Fidelity National Title Insurance Company in favor of the Purchaser with extended coverage in the amount of the Purchase Price, and (iii) the cost of a new survey.
 - D. The Parties hereto acknowledge and agree that this transaction is not subject to any State, County, or municipal transfer taxes which might otherwise be assessed by law or

ordinance on the transfer of title to real estate as the Purchaser is an Illinois municipal corporation and, therefore, this is an exempt municipal transaction.

9. Additional Documents: In addition to all other documents herein required, Seller shall furnish and deposit into escrow the following documents at the times specified:
 - A. an affidavit of title;
 - B. appropriate American Land Title Association standard form extended coverage owner's statement and GAP undertakings as required by the Fidelity National Title Insurance Company;
 - C. applicable State of Illinois Real Estate Transfer Declaration; and
 - D. all other documents required by the Fidelity National Title Insurance Company to issue its owner's title insurance policy, as and when required but in no event later than Closing and subject only to those Permitted Exceptions as described in Exhibit A.
10. Brokers: Each party represents and warrants to the other party that neither party has been represented by a broker in connection with this transaction.
11. Real Estate Taxes: The Seller shall provide to the Purchaser a Real Estate Tax proration at Closing, based on 105% of the most recently ascertainable Real Estate Tax Bill without the application of any real estate tax exemption(s) such as a homeowners' exemption, senior exemption, or real estate tax freeze.
12. Default; Remedies:
 - A. Default by Seller: If Seller defaults in its obligations hereunder, then, provided Purchaser is not in default under the Contract Documents, Purchaser shall have the right to terminate the Contract Documents and promptly receive a full refund of its Earnest Money or Purchaser may elect to enforce the Contract Documents by an action for specific performance.
 - B. Purchaser Default: In the event Purchaser shall fail to comply with any of its obligations hereunder on or prior to the Closing Date, the Earnest Money shall be paid as liquidated damages in lieu of all other remedies available to Seller, and the Contract Documents shall become null and void with neither party having any further rights or liabilities hereunder, with the exception of any obligation to indemnify the other Party as expressly provided in this Addendum.
 - C. Liquidated Damages: Seller and Purchaser acknowledge and agree that: (i) it would be extremely difficult to accurately determine the amount of damages suffered by Seller as a result of Purchaser's default hereunder; (ii) the Earnest Money is a fair and reasonable amount to be retained by Seller as agreed upon liquidated damages for Purchaser's default under this Addendum; and (iii) retention by Seller of the Earnest Money upon Purchaser's default hereunder shall not constitute a penalty or forfeiture.

13. Notices: All notices or communications herein required or which either party desires to give to the other shall be in writing and sent via email or facsimile transmission, with the original of such communication sent by certified mail, postage prepaid, return receipt requested, and shall be mailed or transmitted as follows:

To Purchaser: Village of Lake Villa
Attn: Michael Strong, Village Administrator
65 Cedar Avenue
Lake Villa, IL 60046
Email: mstrong@lake-villa.org

with a copy to: Attorney James P. Bateman
Bateman Law Offices, Ltd.
800 Hart Road, Suite 311
Barrington, IL 60010
Telephone: (847) 381-7840
FAX: (847) 381-7842
Email: jbateman@batemanlawltd.com

To Seller: c/o Attorney Thaddeus Bond
708 Florsheim Drive, Suite 10
Libertyville, IL 60048
Telephone: (847) 599-9101
Email: ted@bondpc.com

14. Incorporation: Purchaser and Seller agree that this Addendum incorporates, integrates and makes as a part of it, all exhibits attached hereto.
15. Binding Upon Successors: Purchaser and Seller agree that this Addendum shall be binding upon and shall inure to the benefit of both the Seller and Purchaser and their respective heirs, successors and assigns.
16. Integration: Purchaser and Seller agree that all understandings and agreements heretofore had and made between each of them are merged and integrated in the Contract Documents as the final expression of their agreement which alone fully and completely expresses their agreement, with neither Purchaser nor Seller relying upon any statement or representation not embodied in the Contract Documents and made by the other, other than confirmation of the legal description of the Subject Property by a new survey obtained by the Purchaser, at the expense of the Purchaser, and by a new ALTA title commitment with extended coverage obtained by the Seller, at the expense of the Seller.
17. Headings: Purchaser and Seller agree that the various headings used in this Addendum are for convenience only and shall not be used in interpreting the text before which they appear.

18. Counterparts; Electronic Signature(s): Purchaser and Seller agree that this Addendum may be executed in multiple counterparts, each of which, when affixed together, shall be deemed to be and shall constitute one and the same instrument. Each of the parties hereto shall receive a fully executed counterpart. This Addendum may be executed by facsimile or PDF on a copy or counterpart which shall be just as effective as an original signature on an original Addendum.
19. Binding Nature: This Addendum, subject to the terms and conditions herein stated, shall not be binding upon any party hereto until executed by all the parties hereto.
20. The above-named Seller acknowledges that Seller is the sole owner of the Subject Property.
21. Prior to closing, Seller agrees to seek, obtain, and provide to Purchaser a written order from the Circuit Court of Lake County approving the sale to the Purchaser by the Seller as the Independent Executor of the Estate of Terry J. Dewar.
22. The "Multi-Board Residential Real Estate Contract 7.0" (the "Contract") executed by the Parties is and shall be modified to provide as follows:
 - (A) Paragraph 29, "Confirmation of Dual Agency" of the Contract is hereby deleted.
 - (B) Paragraph 30(c), "Seller's Right to Continue to Offer Real Estate For Sale", of the Contract is hereby deleted.

IN WITNESS WHEREOF, the parties executing this Addendum each represent and warrant to the other that each is either a duly-authorized representative of the Seller or a duly-authorized representative of the Purchaser and that the Purchaser and the Seller identified herein have executed this Addendum on behalf of said Purchaser and Seller.

PURCHASER:

VILLAGE OF LAKE VILLA

By: _____

James McDonald, Mayor

ATTEST: _____

Mary Konrad, Village Clerk,
Village of Lake Villa

SELLER:

By: _____

Cynthia Grinde, Independent Executor of the
Estate of Terry J. Dewar

DocuSigned by:
Cynthia Grinde
BE6A5B9588054AD...

EXHIBIT A

PERMITTED EXCEPTIONS:

- A. Real estate taxes for the tax year 2022 payable in 2023 and for subsequent years which are not delinquent;
- B. Easements shown by the Public Records;
- D. Acts and Deeds of the Purchaser



Illinois REALTORS®
RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT
(765 ILCS 77/35)

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY BEFORE THE SIGNING OF A CONTRACT. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 68 Cedar

City, State & Zip Code: Lake Villa IL 60046

Seller's Name: Terry J & Judith P Dewar Estate

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 8/15/23, 2023. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation in the additional information area of this form.

YES NO N/A

1. ☐ ☒ ☐ Seller has occupied the property within the last 12 months.
 (If "no," please identify capacity or explain relationship to property.)
Owners have deceased. This is an estate sale.

2. ☐ ☐ ☐ I currently have flood hazard insurance on the property.
 3. ☐ ☐ ☐ I am aware of flooding or recurring leakage problems in the crawl space or basement.
 4. ☐ ☐ ☐ I am aware that the property is located in a floodplain.

5. ☐ ☐ ☐ I am aware of material defects in the basement or foundation (including cracks and bulges).
6. ☐ ☐ ☐ I am aware of leaks or material defects in the roof, ceilings, or chimney.
7. ☐ ☐ ☐ I am aware of material defects in the walls, windows, doors, or floors.
8. ☐ ☐ ☐ I am aware of material defects in the electrical system.
9. ☐ ☐ ☐ I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
10. ☐ ☐ ☐ I am aware of material defects in the well or well equipment.
11. ☐ ☐ ☐ I am aware of unsafe conditions in the drinking water.
12. ☐ ☐ ☐ I am aware of material defects in the heating, air conditioning, or ventilating systems.
13. ☐ ☐ ☐ I am aware of material defects in the fireplace or wood burning stove.
14. ☐ ☐ ☐ I am aware of material defects in the septic, sanitary sewer, or other disposal system.
15. ☐ ☐ ☐ I am aware of unsafe concentrations of radon on the premises.
16. ☐ ☐ ☐ I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
17. ☐ ☐ ☐ I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
18. ☐ ☐ ☐ I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
19. ☐ ☐ ☐ I am aware of current infestations of termites or other wood boring insects.
20. ☐ ☐ ☐ I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
21. ☐ ☐ ☐ I am aware of underground fuel storage tanks on the property.
22. ☐ ☐ ☐ I am aware of boundary or lot line disputes.
23. ☐ ☐ ☐ I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
24. ☐ ☐ ☐ I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary: _____

Check here if additional pages used: ☐ _____

Seller certifies that seller has prepared this report and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

THE SELLER ACKNOWLEDGES THAT THE SELLER IS REQUIRED TO PROVIDE THIS DISCLOSURE REPORT TO THE PROSPECTIVE BUYER BEFORE THE SIGNING OF THE CONTRACT AND HAS A CONTINUING OBLIGATION, PURSUANT TO SECTION 30 OF THE

**RESIDENTIAL REAL PROPERTY DISCLOSURE ACT, TO SUPPLEMENT THIS DISCLOSURE
PRIOR TO CLOSING.**

Seller:

Cynthia Hilde

Date:

8/15/23

Seller: _____

Date: _____

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. **THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT THE PROSPECTIVE BUYER MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.**

Prospective Buyer: _____

Date: _____

Time: _____

Prospective Buyer: _____

Date: _____

Time: _____

A COPY OF SECTIONS 5 THROUGH 65 OF ARTICLE 2 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT IS AFFIXED HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT**ARTICLE 2: DISCLOSURES****765 ILCS 77/5 et seq.**

Section 5. Definitions: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

“Residential real property” means real property improved with not less than one nor more than four residential dwelling units: units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured home as defined in subdivision (53) of Section 9-102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act.

“Seller” means every person or entity who:

(1) is a beneficiary of an Illinois land trust; or

(2) has an interest, legal or equitable, in residential property as:

i. an owner;

ii. a beneficiary of a trust;

iii. a beneficiary pursuant to testate disposition, intestate succession, or a transfer on death instrument; or

iv. a contract purchaser or lessee of a ground lease.

“Seller” does not include a party to a transfer that is exempt under Section 15.

“Prospective buyer” means any person or entity negotiating or offering to become an owner or lessee of a ground lease of residential real property by means of a transfer for value to which this Act applies.

“Contract” means a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 10. Applicability. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. Seller Exemptions. A seller in any of the following transfers is exempt from this Act, regardless of whether a disclosure report is delivered:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. As used in this paragraph, “trust” includes an Illinois land trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers from a decedent pursuant to testate disposition, intestate succession, or a transfer on death instrument.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure report furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has never been occupied. This does not include rehabilitation of existing residential real property.

Section 20. Disclosure Report Requirements. A seller of residential real property shall complete all items in the disclosure report described in Section 35. The seller shall deliver to the prospective buyer the written disclosure report required by this Act before the signing of a contract.

Section 25. Liability of seller.

(a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy, or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure report supplement. If, prior to closing, any seller becomes aware of an error, inaccuracy, or omission in any prior disclosure report or supplement after delivery of that disclosure report or supplement to a prospective buyer, that seller shall supplement the prior disclosure report or supplement with a written supplemental disclosure, delivered by any method set forth in Section 50.

Section 35. Disclosure report form. . . .[omitted]

Section 40. Material defect.

(a) If a seller discloses a material defect in the Residential Real Property Disclosure Report, including a response to any statement that is answered "yes" except numbers 1 and 2, and, in violation of Section 20, it is delivered to the prospective buyer after all parties have signed a contract, the prospective buyer, within 5 business days after receipt of that report, may terminate the contract or other agreement with the return of all earnest money deposits or down payments paid by the prospective buyer in the transaction without any liability to or recourse by the seller.

(b) If a seller discloses a material defect in a supplement to this disclosure report, the prospective buyer shall not have a right to terminate unless:

(i) the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure was completed and signed by the seller; (ii) the material defect is not repairable prior to closing; or (iii) the material defect is repairable prior to closing, but within 5 business days after the delivery of the supplemental disclosure, the seller declines, or otherwise fails to agree in writing, to repair the material defect.

(c) The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is delivered to at least one of the sellers by any method set forth in Section 50, at the contact information provided by any seller or indicated in the contract or other agreement. Nothing in subsection (a) or (b) shall limit the remedies available under the contract or Section 55.

Section 45. Other Law. This Act is not intended to limit remedies or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of disclosure report. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

(1) personal delivery or facsimile, email, or other electronic delivery to the prospective buyer at the contact information provided by the prospective buyer or indicated in the contract or other agreement;

(2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or

(3) depositing the report with an alternative delivery service such as Federal Express or UPS, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure report prior to the conveyance of the residential real property, the prospective buyer shall have the right to terminate the contract. A seller who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that the seller knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney's fees incurred by the prevailing party.

Section 60. Limitation of Action. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Section 65. Disclosure Report Form; Contents; Copy of Act. A copy of Sections 5 through 65 of Article 2 of this Act, excluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form.

Date provided to Buyer: _____

Seller: _____

Cynthia E. Ecker



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)

**Radon Warning Statement**

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- _____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
- _____ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- _____ (c) *6/10/23* Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- _____ (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- _____ (e) Purchaser has received copies of all information listed above.
- _____ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- TL* (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above, and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller <u><i>Cynthia Clark Brewer</i></u>	Date <u><i>8/15/23</i></u>
Seller _____	Date _____
Purchaser _____	Date _____
Purchaser _____	Date _____
Agent _____	Date _____
Agent <u><i>Teresa Dorklan</i></u>	Date _____

Property Address: 68 Cedar

City, State, Zip Code: Lake Villa, IL 60046



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 68 Cedar, Lake Villa, IL 60046

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and Reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.

_____ (e) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

[Signature] (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller [Signature] Date 8/15/23

Purchaser _____ Date _____

Seller _____ Date _____

Purchaser _____ Date _____

Agent [Signature] Date _____

Agent _____ Date _____

(This disclosure form should be attached to the Contract to Purchase.)

Law Offices of
Thaddeus M. Bond, Jr. & Associates, P.C.

708 Florsheim Drive, Suite 10 Libertyville, IL 60048

Phone (847) 599-9101 Fax (847) 599-9914

Email: ted@bondpc.com

Website: <http://www.lakecountylawyer.com>

September 12, 2023

Mr. Jim Bateman

Village Attorney, Village of Lake Villa

jbateman@batemanlawltd.com

Re: Village of Lake Villa from Estate of Terry J. Dewar, Sr.
Proposed Purchase of 76 Cedar Avenue Lake Villa, IL 60046

Dear Mr. Bateman:

As you know, I have been retained to represent the Seller in the above transaction. This letter is sent pursuant to Par. 10(d) of the Contract and shall not be construed to be a counteroffer. I propose the following modifications on Seller's behalf:

1. In the event of any conflicts between the terms of the contract and the terms of this communication, the agreed-upon terms of this communication shall govern.
2. Paragraph 10 of the Addendum shall be amended to reflect that the Seller is represented by Theresa Worklan of Coldwell Banker HomeTrust Real Estate. Seller shall be responsible for commission due her and her firm.
3. Paragraph 21 of the Addendum shall be stricken. The court approved independent administration of the Seller estate so no court order is needed in advance of closing.
4. All references to the title company shall be modified to state to Bond Title Services, Inc., agent for Fidelity National Title Insurance Company. Closing will be in our Libertyville office.
5. Lines 297 to 303 shall be deemed to be initialed by the Buyer.

Please advise me of the Buyer's position regarding these issues. Failure of the Buyer to accept any or all of the proposed changes will not invalidate the other provisions of the contract.

Very truly yours,



Ted Bond, Jr.

cc: Cindy Grinde, via email
Teresa Worklan, via email



August 30, 2023

Mr. Michael Strong
Village of Lake Villa
65 Cedar Avenue
Lake Villa, Illinois 60046

Subject: Evaluation of Bids and Recommendation for Award
North Booster Pump Station Project

Dear Mr. Strong:

We have completed our evaluation of the bids opened on August 1, 2023, for the North Booster Pump Station Project. The Village received two Bids for the Project. The Project Opinion of Probable Construction Cost was \$550,000. The bids received are as follows:

- Manusos General Contracting, Inc. - \$897,000
- Boller Construction Company, Inc. - \$967,700

The low bid was submitted by Manusos General Contracting, Inc., from Fox Lake, IL, and contained no irregularities or informalities. The Bidder's Submittal is attached, including the 5% Bid Bond from Liberty Mutual Insurance Company, which appears on the Department of Treasury Circular 570 as an Acceptable Surety Company.

The Project included one Addendum, which was issued on July 10, 2023.

BIDS EVALUATION

The bids were significantly higher than the Opinion of Probable Construction Cost for the project.

ATI reached out to other communities that were bidding similar work and determined that the current bidding environment is extremely volatile. Projects across the industry and in northern Illinois are seeing higher than anticipated costs.

A breakdown of the Bid and a Preliminary Schedule of Values was requested, to better understand where Manusos General Contracting, Inc. placed their costs. A few observations:

- The project has 14 subcontractors.
- Work associated with subcontractors - \$695,296.00 – 78%
- Work associated with General Contractor - \$201,704.00 – 22%



Of the 14 subcontractors, the Site/Civil work is significantly higher than the project estimate.

- Work associated with Site/Civil - \$305,000.00

VILLAGE BOARD ACTION OPTIONS

ATI looked at three possible actions the Village could take relative to the project bids:

1. Reject all bids, allocate additional funding in future budget cycles, and rebid the Project in the future.
2. Award the Project and reduce the total project cost by removing scope items.
3. Award the Project and extend the project over multiple budget cycles.

Action Options Detailed

1. Action 1: Rejecting the current bids and rebidding the project later is an option; however, based on the current construction market there is every indication that the project cost will be higher if bid later. Similar projects have in almost all cases seen a significant cost increase as time goes on and prices for concrete, equipment, electrical work, and site work have steadily increased with each passing month. It is not recommended that this Project be rebid.
2. Action 2: To reduce the scope of work, but not affect the intended operation of the project, ATI looked at items that could be removed from the current project and completed later. Which include:
 - Leaving the existing restroom sanitary holding tanks in use.
 - Not installing the grinder pump station.
 - Not installing the electrical controls for the grinder pump station.
 - Not installing the 1,200 feet of pressure sewer service to connect to the Northern Interceptor Sewer.

A meeting with Manusos was held to discuss the removal of recommended items. The proposed reduction in scope would result in a project cost of \$794,130.20, a reduction of \$102,869.80 or 11%.

3. Action 3: The current project included a completion date of May 17, 2023. In order to extend the project over multiple budget cycles the project completion date could be extended to August 16, 2023. This would allow the additional value over the budgeted \$550,000 to be included in the following budget cycle. Manusos was receptive to the extension of the contract time period and would keep project costs as bid.



PROJECT AWARD RECOMMENDATIONS

After our review of the current bidding conditions, contractor availability, and anticipated future industry bidding conditions we do not anticipate a lower bid price if the project is rebid in the future and there is significant risk that the project costs would be higher in the coming months.

We recommend that the contract for the North Booster Pump Station Project the Village utilize a combination of Action 2 and Action 3 and **Award** the Project to the low bidder, **Manusos General Contracting, Inc.** in the amount of **\$897,000**.

Following award of the contract by the Village, ATI will send a Notice of Award, to the contractor along with copies of the Contract Documents for their signature in addition to a Contract Change Order in the amount of \$102,868.80 for a reduction in scope for a reduced project cost of \$794,130.20. Following execution of contract documents by the Village, ATI will issue a Notice to Proceed to the Contractor.

Please review the attached information and contact us with any questions or comments at (224) 372-0753. Thank you for your consideration.

Sincerely,
Applied Technologies, Inc.

Robert Doeringsfeld
Department Manager

Attachments

BID FORM

NOTE: Use Black Ink Or Typewriter For Completing This Bid Form

PROJECT IDENTIFICATION: Lake Villa North Booster Pump Station THIS

BID IS SUBMITTED TO: Village of Lake Villa
65 Cedar Avenue
Lake Villa, Illinois 60046
Via QuestCDN.com – Project Number 8531977

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the period of time specified in the Invitation to Bid after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
1	7/25/23

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Article 4 of the General Conditions and accepts the determination set forth in Article 4 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

(d) Bidder has obtained and carefully studied all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

(e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.

(f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete the Work for the following prices:

a) TOTAL BASE BID, INCLUDING ALLOWANCES:

The Bidder agrees to accept the following Unit Prices for items listed. Quantities are not guaranteed. Final payment will be based on actual quantities.

TOTAL BID AMOUNT:

The Bidder agrees to complete the Total Bid Amount for work called for in the Contract Documents set forth in the Contract Documents for the following amount:

Eight Hundred Ninety-Seven Thousand and 00/100

(use words)

Dollars

\$

897,000.00

(use figures)

It is the intent of the Owner (Village of Lake Villa) to achieve construction of the proposed improvements at the lowest possible cost within the estimated funds available. The contract will be awarded to the lowest responsible bidder, based on the **TOTAL BID AMOUNT**, who submits the responsive bid that is most advantageous to the public and is in compliance with the Contract Documents.

The Owner reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions. After the bid opening time, no bids shall be withdrawn or canceled for a period of sixty (60) calendar days. All bidders must submit a Bid for all items and all Sections listed to have a responsive bid.

5. Bidder agrees that the Work will be substantially completed by May 17th, 2024.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of Bid Bond
- (b) Subcontractor Listing
- (c) Statement of the Bidder's qualification to do business in the state where the Project is located; or in the absence of such evidence, this bid constitutes Bidder's covenant to obtain such qualification prior to the award of the Contract.
- (d) Disclosure of Ownership form (see Wage Rates). Form not provided in bid docs

7. Communications concerning this Bid shall be addressed to:

Name: Jamie L. McKeown
Company Name: Manusos General Contracting, Inc.
Address: 91 Christopher Way Fox Lake, IL 60020
Telephone No.: 847-973-0600

8. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED ON August 1, 20 23

I hereby certify that as Bidder I/We have examined and carefully prepared this Bid from the Bidding Documents and have checked the same in detail before submitting this Bid, and that all statements herein are made on behalf of:

An Individual

By (Individual's Signature) _____ (SEAL)

Individual's Name (Print) _____

Doing business as (Firm Name) _____

Business address: _____

Phone No.: _____

A Partnership

By (Firm Name) _____ (SEAL)

Signature of General Partner _____

Name of General Partner (Print) _____

Business Address: _____

Phone No.: _____

A Corporation

By (Corporation Name) Manusos General Contracting, Inc.

State of Incorporation Illinois

Signature of Authorized Representative 

Name of Authorized Rep. (Print) Jamie L. McKeown

Title Executive Vice President

Attest (Signature) Gina Huber

Name of Attester (Print) Gina Huber, Assistant Secretary

Business address: 91 Christopher Way Fox Lake, IL 60020

Phone No.: 847-973-0600

A Joint Venture

By (Representative's Signature) _____ (SEAL)

Representative's Name & Title (Print) _____

Doing business as (Firm Name) _____

Business address: _____

Phone No.: _____

By (Representative's Signature) _____ (SEAL)

Representative's Name & Title (Print) _____

Doing business as (Firm Name) _____

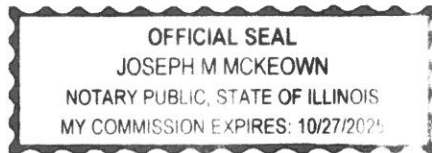
Business address: _____

Phone No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

Sworn and subscribed to before me this

1st day of August, 20 23.





Notary or Other Officer Authorized To
Administer Oaths

My commission expires: 10/27/25

Other

Name of Firm: _____

Type of Work: _____

Address: _____
Street City State (Zip)

\$ Amount _____

Other

Name of Firm: _____

Type of Work: _____

Address: _____
Street
City
State
(Zip)

\$ Amount _____

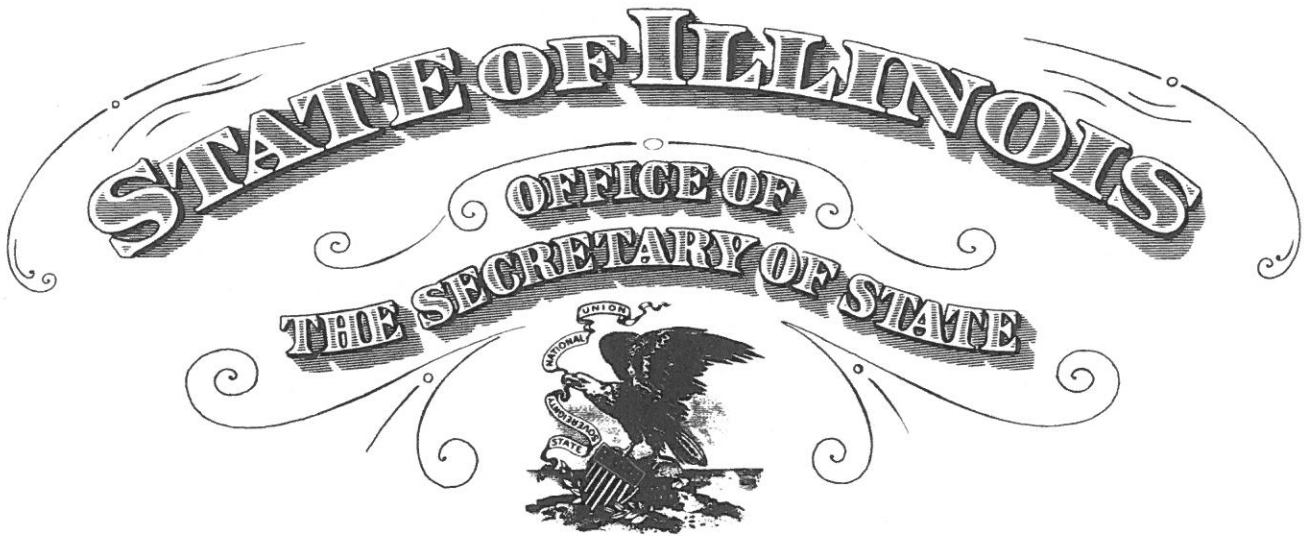
Other

Name of Firm: _____

Type of Work: _____

Address: _____
Street
City
State
(Zip)

\$ Amount _____



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MANUSOS GENERAL CONTRACTING, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 24, 1992, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of APRIL A.D. 2023 .

CONSENT TO ACTION TAKEN
IN LIEU OF THE ANNUAL MEETING OF THE DIRECTORS OF
MANUSOS GENERAL CONTRACTING, INC.

The undersigned, being all the directors of the corporation, take the following action by consent and without a meeting, as if by unanimous vote:

RESOLVED, that the following persons were elected officers of the corporation are authorized to sign contracts, proposals, bids, and all other necessary documents to insure the ongoing daily operations of Manusos General Contracting, Inc.

President	Charlene R. Manusos
Executive Vice President	Jamie L. McKeown
Vice President	Joseph M. McKeown
Vice President	Kevin Aronson
Secretary	Jamie L. McKeown
Treasurer	Jamie L. McKeown
Assistant Secretary	Gina E. Huber
Assistant Treasurer	Gina E. Huber

RESOLVED, that the following elected officers of the corporation are authorized to sign checks for Manusos General Contracting, Inc.

President	Charlene R. Manusos
Executive Vice President	Jamie L. McKeown
Vice President	Joseph M. McKeown

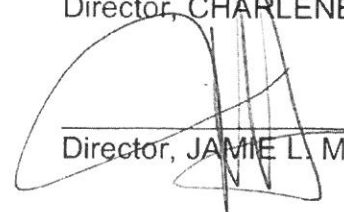
RESOLVED, that the following elected officers of the corporation are authorized to borrow against the line of credit of Manusos General Contracting, Inc.

President	Charlene R. Manusos
Executive Vice President	Jamie L. McKeown

Dated: July 7, 2017



Director, CHARLENE R. MANUSOS



Director, JAMIE L. MCKEOWN

Lake Villa Booster Pump Station - Manusos General Contracting, Inc.
Proposed Suppliers and Subcontractors/Preliminary SOV

Energeneccs	Allowance SCADA	\$35,000.00
Misc.	Allowance Soils	\$5,000.00
McGinty Bros. Inc.	Landscaping	\$13,000.00
Jim Burke Excavating, Inc.	Excavation/Site Utilities	\$305,000.00
Superior Paving, Inc.	Asphalt	\$17,200.00
Manusos General Contracting, Inc.	Concrete, Rebar Supply and Install	\$20,000.00
Peerless Fence	Fencing	\$18,000.00
Olsen Tuckpointing Company	Masonry	\$12,500.00
Jack Frost Iron Works	Metals	\$2,245.00
Benchmark Architectural Products Group	DFH	\$18,336.00
Nikolas Painting Contractors, Inc.	Painting	\$26,000.00
Hartwig Mechanical, Inc.	Mechanical	\$76,000.00
Northwest Technical	Electrical	\$44,800.00
Wundrelich-Malec	Division 13 Mag Meters	\$25,300.00
Metropolitan Industries, Inc.	Booster System	\$96,915.00
Manusos General Contracting, Inc.	Demo, Carpentry, Gen Con. OH&P	\$181,704.00
BASE BID		\$897,000.00