

**LAKE COUNTY ZONING NOTICE #7847
ANTIOCH TOWNSHIP**

The Lake County Zoning Board of Appeals has scheduled a public hearing on Thursday, June 9, 2016 at 9:00 A.M. at the Lake County Central Permit Facility, Second Floor Conference Room, 500 W. Winchester Road, Libertyville, Illinois, on the petition of Diane Georgeson, record owner, and Joyce and Patrick McKinney, Tecstar Industries, Inc. dba McKinney's East Marina, who request the following variances from the requirements of the Lake County Unified Development Ordinance and any other zoning relief as required:

1. To reduce the required setback from Riverview Place from 30 feet to 6.5 feet for the building foundation/landscape wall. The building will be 30 feet and the overhang will be 29 feet away from Riverview Place.
2. To reduce the required setback from Forest Avenue from 30 feet to 0 feet for a building foundation/ landscape wall.
3. To reduce the required setback from Forest Avenue from 30 feet to 9 feet for the proposed building and overhang.

Please note that quantitative values may be subject to minor alterations due to surveyed conditions.

The mailing address of the subject property associated with the variances is located at 26050 West Riverview Place, Antioch, Illinois, and contains approximately 1.41 acres. The subject property is comprised of 5 parcels.

The Permanent Index Numbers and addresses associated with the variation are:

- 01-14-210-011, 26058 W. Riverview Place, Antioch, IL
- 01-14-210-012, 26056 W. Riverview Place, Antioch, IL
- 01-14-210-013, 26054 W. Riverview Place, Antioch, IL
- 01-14-210-014, 26052 W. Riverview Place, Antioch, IL
- 01-14-210-015, 26050 W. Riverview Place, Antioch, IL

This application is available for public examination at the office of the Lake County Zoning Board of Appeals, 500 W. Winchester Rd, Libertyville, Illinois, (847) 377-2128.

**George Bell
Chairman**

LAKE COUNTY ZONING BOARD OF APPEALS

VARIATION APPLICATION

Applicant(s):
(please print)

Diane Georgeson
Owner(s)

Phone: 847-395-3126

612 Orchard St., Antioch, Illinois 60002

Tecstar Industries, Inc. dba McKinney's East Marina
Joyce McKinney, President, holding 100%
Patrick McKinney, Secretary
Contract purchaser

Phone: 224-277-5231

26050 West Riverview Place, Antioch, Illinois 60002
Address

Email: badblue68@hotmail.com

I/we hereby authorize the following person to represent me/us in all matters related to this application:

Patrick McKinney

Phone: 224-277-5231

26050 West Riverview Place, Antioch, Illinois 60002

Email: badblue68@hotmail.com

Subject
Property:

Present Zoning:

RC

Present Use:

Marina and Campground

Proposed Use:

No Change

PIN(s):

01-14-210-011 through 015

Address:

26050 West Riverview Place
Antioch, IL 60002

Legal description: Lots 132, 133, 134, 135 and 136 in Volk Brother's Mid Lakes Unit No. 2, being a subdivision of part of the North East $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 14 and part of the South East $\frac{1}{4}$ of the South East $\frac{1}{4}$ of Section 11, Township 46 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded October 31, 1927, as Document 307893, in Book "S" of Plats, Pages 26 and 27, in Lake County, Illinois

Request: The following variation(s) are requested:

1. Reduce Riverview Place setback from 30' to 6.5' for Foundation
2. Reduce Forest Ave. setback from 30' to 0' for Landscape Wall
3. Reduce Forest Ave. setback from 30' to 9' for Building and

overhang

The new Building is an integral part of the daily Business Operations of the Marina and Campground. The proposed Plan is to replace the Collapsed Pole Building as well as the existing Workshop and replace both with one new Structure. The primary reason for the Variation request is due to Floodplain Restrictions and Compensatory Storage requirements. The requested setback variations would allow the new Building to be built on the highest topographical area on the Property. Additionally, the proposed setback would be similar to the existing setbacks of both the Workshop and the Pole Barn that will be removed. The requested set back to unimproved Forest Ave. should have little to no impact for the surrounding Neighborhood as that parcel is not maintained and seldom used. The requested setback to Riverview Place is for the Foundation Pad, the Building will actually be built 30' from Riverview Place.

Approval Criteria: The Lake County Zoning Board of Appeals is required to make findings of fact on your request. You should "make your case" by explaining specifically, how your proposed request relates to each of the following criteria:

1. Exceptional conditions peculiar to the applicant's property.

Response: Most of the Property is located in the Flood Zone and below the Base Flood Elevation. The requested setback would minimize the impact on the Flood Basin. Also, because this is a Marina and Campground, the Building should be located to allow for Customer Traffic.

2. Practical difficulties or particular hardship in carrying out the strict letter of the regulation.

Response: Building to the existing 30' setback would have more environment impact on the Floodplain area of the Property, require more compensatory Storage and would require that the entrance be re-routed either behind the new Structure or elsewhere for which there are few realistic options.

3. Harmony with the general purpose and intent of the zoning regulations.

Response: The proposed new Structure would be similar to those that currently exist in the surrounding Neighborhood. The requested setbacks would also be similar to the current setbacks of both the Collapsed Barn and the workshop which the new Structure will replace. Forest Avenue is approximately 40' wide, unimproved, overgrown and seldom used which, in effect, creates additional distance between the proposed new Structure and the neighboring Property to the South. The requested setback from Riverview Place is for the Foundation Pad only, the new Structure will be erected 30' from Riverview Place.

I/we hereby attest that all information given above is true and complete to the best of my/our knowledge.

Diane M. Georgeson
Signature(s) of owner(s)

[Signature]
Signature(s) of contract purchasers

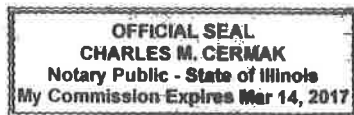
I, CHARLES M. CERMAK a Notary Public aforesaid, do hereby certify that DIANE M. GEORGESEN
PATRICK G. MCKINNEY
personally known to me is (are) the person(s) who executed the foregoing instrument bearing the date of APRIL 18, 2016 and appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the same instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of APRIL, 2016.

(Seal)

My Commission expires March 14, 2017.

Charles M. Cermak



**THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THE PETITION
(see p.2)**

- ✓ COPY OF DEED
- ✓ MAP OF SURROUNDING LAND USES
- ✓ COURT REPORTER AGREEMENT
- ✓ COPY OF PURCHASE CONTRACT (if applicable)
- ✓ DISCLOSURE STATEMENT (if applicable)
- ✓ PROPERTY SURVEY AND/OR SITE PLAN (if available)
- ✓ FILING FEE http://www.lakecountylil.gov/Planning/publications/More%20Publications/Land_Development_Fee_Schedule.pdf
 - ✓ Cost of publishing a legal notice will be paid by applicant in addition to fee.
 - ✓ The cost of a Court Reporter shall be paid by Applicant and one copy of transcript provided to the County ZBA.

COURT REPORTER AGREEMENT

CHECK ONE OF THE FOLLOWING:



I authorize the County to act on my behalf to retain a Certified Shorthand Reporter to transcribe the public hearing and provide a transcript to the Zoning Board of Appeals. I further agree to pay the Reporter reasonable fees for his/her services. If I do not pay the Reporter and the County is invoiced and pays the Reporter, I agree to reimburse the County. If the County sues to obtain reimbursement, I agree to pay the County its reasonable attorney's fees in bringing suit and obtaining a judgment.



I will furnish a Certified Shorthand Reporter to transcribe the public hearing and provide a transcript to the Zoning Board of Appeals. I realize that the failure to do so may result in the continuation of the public hearing in which case I agree to reimburse the County for all additional expenses caused by such continuation.


Signature

THIS SIGNED AGREEMENT MUST ACCOMPANY YOUR APPLICATION

700

GEORGE E. COLE
LEGAL FORMS

NO. 810
April, 1980

WARRANTY DEED
Joint Tenancy
Statutory (ILLINOIS)
(Individual to Individual)

INTERCOUNTY TITLE COMPANY OF ILLINOIS

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

S/089309

THE GRANTOR

Katherine Abraham, a married woman

of the City of Chicago County of Cook
State of Illinois for and in consideration of
Ten and 00/100 DOLLARS,
in hand paid,

CONVEY s and WARRANT s to

Spiro F. Georgeson and Diane M. Georgeson,
husband and wife of the City of Chicago,
Cook County, Illinois

(NAMES AND ADDRESS OF GRANTEE(S))

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the
County of Lake in the State of Illinois, to wit:

LOTS 132, 133, 134, 135
AND 136

in Volk Brothers' Mid-Lakes
Unit No. 2, being a Subdivision of part of the North
East quarter of the North East quarter of Section 14 and
part of the South East quarter of the South East quarter
of Section 11, Township 46 North, Range 9, East of
the Third Principal Meridian, according to the plat
thereof, recorded October 31, 1927 as Document 307893
in Book "S" of Plats, pages 26 and 27 in Lake County, Illinois.

This property does not constitute the homestead of the grantor
nor her spouse.

(The Above Space For Recorder's Use Only)

070132
MAR 18 1986
RE 10531



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
MAR 18 1986 DEPT. OF REVENUE 36.00

COUNTY OF LAKE
REAL ESTATE TRANSFER TAX
PAID IN THE SAME AMOUNT
AS THE STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of
Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

DATED this 28th day of February, 1986

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

(SEAL) Katherine Abraham (SEAL)
Katherine Abraham

(SEAL) _____ (SEAL)

State of Illinois, County of Lake ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
Katherine Abraham

IMPRESS
SEAL
HERE

personally known to me to be the same person whose name _____ subscribed
to the foregoing instrument, appeared before me this day in person, and acknowl-
edged that she signed, sealed and delivered the said instrument as her
free and voluntary act, for the uses and purposes therein set forth, including the
release and waiver of the right of homestead.

Given under my hand and official seal, this 28th day of March, 1986

Commission expires August 23, 1986

This instrument was prepared by Attorney Katherine Abraham, 4300 W. Ford City Dr.
Chicago, IL 60652 (NAME AND ADDRESS)

MAIL TO:

Spiro F. & Diane M. Georgeson
(Name)
26050 Riverview Place
(Address)
Antioch, Illinois 60002
(City, State and Zip)

OR

RECORDER'S OFFICE BOX NO. _____

ADDRESS OF PROPERTY:
26050-58 W. Riverview Place
Antioch, IL 60002

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:

SPIRO F. GEORGESON
(Name)
26050 RIVERVIEW PLACE ANTIOCH 60002
(Address)

ATTACH "RIDERS" OR REVENUE STAMPS HERE

2427246

RECORDER
LAKE COUNTY, ILLINOIS

1986 MAR 18 AM 11:02

Frank J. Neutra

Warranty Deed
JOINT TENANCY
INDIVIDUAL TO INDIVIDUAL

TO

GEORGE E. COLE®
LEGAL FORMS

BILL OF SALE

(Illinois)

MAIL TO : _____

RECORDER'S STAMP

THE SELLER(S) Spiro Georgeson and Diane Georgeson

of the Township of Antioch County of Lake State of Illinois
for and in consideration of ten DOLLARS

and other good and valuable considerations in hand paid.

hereby sell(s), assign(s), transfer(s) and set(s) over to BUYER(S) TecStar Industries, Inc.

Address

City

State

Zip

the following described personal property, to-wit:

see attached list

Location of the personal property: 26050 W. Riverview Place, Antioch, Illinois

NOTE : If additional space is required - attach on separate 8-1/2 x 11 sheet.

Seller(s) hereby represent(s) and warrant(s) to Buyer(s) that Seller(s) is/are the absolute owner(s) of said property, that said property is free and clear of all liens, charges and encumbrances, and that Seller(s) has/have full right, power and authority to sell said personal property and to make this bill of sale. *All warranties of quality, fitness, and merchantability are hereby excluded.*

DATED this 29th day of May 2002

Spiro F. Georgeson
Diane M. D.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

NOTE : PLEASE TYPE OR PRINT NAME BELOW ALL SIGNATURES

T74.12.94

Seller's Closing Statement

Sellers: Spiro Georgeson Buyer: TecStar Industries, Inc.
Diane Georgeson

Property: 26050 W. Riverview Place
Antioch, Illinois

Closing Date: May 29, 2002 at: 850 E. Grand Ave. Suite 4A
Lake Villa, Illinois

	Credit Buyers	Credit Seller
purchase price		\$ 423,000.00
earnest money	\$ 10,000.00	
Sellers Title Charges	868.00	
Balance of broker's commission:		
ReMAX Advantage...	4,650.00	
Attorney's Fees and costs	600.00	
(Terrence R. Lyons Jr.)		
Articles of agreement	375,000.00	
Note	13,000.00	
Cash to Balance	18,882.00	
Total	<u>\$423,000.00</u>	<u>\$423,000.00</u>

Recapitulation:

Buyers tender: \$35,000.00

disbursements:

Blackhawk Title.\$ 868.00
ReMAX Advantage 14,650.00
Terrence R. Lyons 600.00
Spiro Georgeson &
Diane Georgeson 18,882.00

Accepted:

Spiro F. Georgeson

Diane M. Georgeson

John A. Smith, Pres.

RETURN TO: Neil J. Anderson

1927 Main St.
Spring Grove, Illinois 60081

THIS DOCUMENT WAS PREPARED BY:
TERRENCE R. LYONS JR.
ATTORNEY AT LAW
850 E. GRAND AVE. STE. 4A
LAKE VILLA, ILLINOIS 60046

MAIL TAX BILL TO:

S

ARTICLES OF AGREEMENT FOR DEED

THIS AGREEMENT made and entered into this 29th day of May 28, 2002 by and between Spiro Georgeson and Diane Georgeson, SELLERS (hereinafter referred to as seller), AND TecStar Industries, Inc., CONTRACT PURCHASER (hereinafter referred to as purchaser),:

WITNESSETH;

IT IS HEREBY AGREED by and between the above Seller and Purchaser, as follows:

1. CONVEYANCE. That if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller a stamped recordable Warranty or Trustee's deed, subject to the matters hereinafter specified, the premises situated in the County of Lake, and the State of Illinois and commonly known as 26050 W. Riverview Place, Township of Antioch, Illinois, and legally described as follows:

LEGAL DESCRIPTION:

LOTS 132, 133, 134, 135 AND 136 IN VOLK BROTHERS MID-LAKES UNIT NUMBER TWO, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 31, 1927, AS DOCUMENT 307803 IN BOOK "S" OF PLATS, PAGES 26 AND 27, IN LAKE COUNTY, ILLINOIS.;

Permanent index numbers: 01-14-210-011, 01-14-210-012, 01-14-210-013, 01-14-210-014, 01-14-210-015.

Said conveyance to be expressly subject to the following:

CONDITIONS OF TITLE:

- (a). General taxes and all specific assessments and special taxes, if any, not due on the date of conveyance whether heretofore or hereinafter levied;
- (b). The rights of all persons claiming by, through or under the purchasers;
- (c). Easements of record and party walls and party wall agreements, if any;
- (d). Building, building line and use or occupancy restrictions, conditions and covenants of record, and building, and zoning laws and ordinances;
- (e). Roads, highways, streets and alleys, if any;
- (f). Usual stock printed objections, according to evidence of title, which do not interfere with purchasers reasonable use and enjoyment of the property as a marina.

2. EVIDENCE OF TITLE. Seller agrees to furnish at the initial closing, at Seller's expense, the following evidence of title to the premises: Owners' title insurance policy commitment in the full amount of the purchase price, issued by Blackhawk Title Company, said policy to show real estate tax search, showing merchantable title in Spiro Georgeson and Diane Georgeson on the date therein subject only to the matters specified in paragraph 1 herein and to all taxes and any assessments not due on the date of closing, and any existing mortgage of record.

Purchaser agrees to waive evidence of title for purpose of the final closing.

3. PURCHASE PRICE. Purchaser hereby covenants and agrees to pay to Seller at such place as Seller may designate in writing, opposite the Seller's signature, and until such amount shall be paid in full, the price of Four Hundred Twenty-three Thousand Dollars (\$423,000.00), to wit:

(a). DOWN PAYMENT: Forty-eight thousand dollars (\$48,000.00), and any and all amounts due to Seller for any and all prorations or charges attributed to Purchaser for title and closing expenses ascertained to date at the initial closing.

(b). MONTHLY PAYMENT: The balance of Three hundred Seventy-five Thousand Dollars (\$375,000.00) commencing July 1, 2003 with the monthly payment representing principal and interest to be calculated at a rate amortized over twenty years and equal to the conventional residential 30 year mortgage rate of interest at First National Bank Employee Owned of Antioch, Illinois, less one

percent, by example if said payments were to commence on July 1, 2002 the interest would be six percent (6%) per annum payable in equal monthly installments in an amount equal to two thousand six hundred eighty-six dollars and sixty-two cents (\$2,686.62) representing principal and interest amortized over two hundred forty (240) months commencing on July 1, 2002. With that monthly payment so calculated due each successive month thereafter until paid, provided, however, that a final payment, consisting of any unpaid principal, interest, late charges, taxes and insurance payments, shall be due and payable no later than June 1, 2022.

Until July 1, 2003 and commencing July 1, 2002 and for that month and each of the next eleven consecutive months purchasers shall pay to sellers an amount equal to sellers' current principal, interest, taxes and insurance (the taxes and insurance to be calculated at their monthly cost).

The parties shall adjust the interest rate every five years from June 1, 2003, and first commencing on July 1, 2008, with the monthly payment adjusted to reflect the current interest calculated at a rate equal to the conventional residential 30 year mortgage rate of interest at First National Bank Employee Owned of Antioch, Illinois, less one percent.

(c). TAXES AND INSURANCE: The parties agree that the seller shall be responsible for all taxes and insurance up through and including the date and time of initial closing. Seller shall pay any and all real estate taxes due on the subject premises until such time as Purchaser shall complete all terms of par. 3(b). Purchaser shall maintain public liability insurance pursuant to contract. Purchaser shall be responsible to Seller for real estate taxes, and if purchaser fails to maintain public liability insurance and seller provides such insurance, and public liability insurance premium in such amounts as Seller must pay for same in monthly installments to be paid with Purchasers' monthly principal and interest payment described in par. 3(b) above. Said reimbursement for taxes and insurance shall be calculated and ascertained by the last ascertainable bill received for same by Seller and become the amount due on the first day of the month following their ascertainment. Seller shall present copy of each and every real estate tax bill to Purchaser within ten days of receipt of same by Seller, Seller shall also present evidence of payment of real estate taxes to Purchaser in a timely fashion. Further, Seller shall present the insurance bill to Purchaser within ten days of receipt thereof, and Seller shall also present evidence of payment of the premium for said insurance in a timely fashion.

Purchaser shall also be responsible for and pay, if any, special assessments, association fees and assessments, and the premium for such additional insurance policy or endorsement as may be required or warranted by additional exposure arising from this agreement, if any, so that all insurance interest in the premises are adequately protected.

(d). LATE CHARGE. There shall be a late charge of one hundred dollars (\$100.00) for any monthly payment received after the fifteenth day from the due date each month, no payment of which shall constitute a default by Contract Purchasers.

4. POSSESSION; PRORATIONS AT CLOSING. Possession of the premises shall be conveyed to the Purchaser immediately upon initial closing. Real estate taxes, insurance premiums and other similar items are to be adjusted pro rata as of the day of final closing, based on the last ascertainable bill for those items.

5. MAINTENANCE OF PREMISES. Purchaser shall keep any fixture and improvements on the premises in good repair and shall neither permit nor commit any waste on or to the premises, and shall also comply with additional such requirements imposed by the existing mortgage of record, if any, and if Purchasers fail to maintain or to make any such repairs or permits or commits waste, Sellers may elect to make same or to eliminate such waste and pay the cost thereof, which shall then immediately be due from Purchaser. The possessory rights of the Purchaser are subject to reasonable inspection privileges of Seller to confirm compliance with the requirements of this provision.

Nothing herein shall prohibit purchaser from undertaking repairs, refurnishing, rehabbing and otherwise altering the subject premises to accomodate a specific business purpose.

In accomplishing the above purchaser shall not make any repairs which shall effect the structural integrity of the premises.

6. NO SUBSEQUENT LIENS BY EITHER PARTY. Seller shall not refinance nor add to the principal of any loan of record to an extent greater than seventy percent (70%) of the then current principal due and owing to Seller under these Articles, and neither party shall suffer or permit any mechanic's, lender's or other lien to attach to or be against the premises or against either Seller's or Purchaser's interest therein and any such lien shall be null and void and of no force or effect. If seller shall refinance or add to the principal of any loan of record to any extent, he shall promptly notify purchaser of said event.

7. LIMITATIONS ON CONTRACTS FOR REPAIR AND IMPROVEMENT. Every contract for repairs and improvements on the premises shall contain an express bill, waiver and release of any and all liens or claims or right of lien against the premises or party's interest therein, and no contract or agreement, oral or written shall be made by the Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and specifications therein for such repairs and improvements shall be promptly delivered to and may be retained by Seller. The foregoing requirements shall not apply to painting, decorating and miscellaneous repairs costing less than Five Hundred Dollars (\$500.00) or which are paid for by purchaser in cash.

8. LIMITED TRANSFER OF RIGHTS UNDER THIS AGREEMENT BY PURCHASERS. No party shall transfer or assign this agreement or any interest therein without the previous written consent of the other surviving parties, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises.

9. ALL CHANGES TO BE IN WRITING. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by any of the parties hereto, nor have any force or effect whatsoever, unless it shall be agreed to in writing by all surviving parties to this agreement.

10. DEFAULT BY PURCHASER. In the event of Purchaser's default and resulting termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller part to account to Purchasers therefore or for any part thereof.

11. FORFEITURE OF PURCHASER. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of the purchaser's covenants hereunder, this agreement shall, at the option of the Seller be forfeited and determined null and void and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by the Seller of written declaration of forfeiture in the Recorder's or Registrar's Office of Lake County, provided, however, that Seller shall first specify in writing the all of the alleged defaults which, if not cured within thirty (30) days of Purchaser's receipt of such notice may at Seller's option result in a declaration of forfeiture as provided under any applicable state or local Forcible Entry and Detainer law, provision or ordinance. No declaration of forfeiture shall be made unless and until such default remains uncured following the expiration of said thirty (30) day period. It is also the intention of the parties that the Purchaser be entitled to such additional rights as are established in behalf of contract purchasers under said state and local laws and ordinances which are by this reference hereby also given to Seller and shall not be exclusive of any other remedy, but Seller, shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy contemporaneously or likewise, with the exercise of the right of forfeiture, or any other right herein given.

12. PURCHASER'S PREPAYMENT PRIVILEGE. Purchaser shall be allowed prepayment privilege without penalty.



Parcel Vicinity Map



ZBA Case #7847

Courtesy Copy Only.

Property boundaries indicated are provided as a courtesy for general locational purposes. Wetland limits shown are approximate and should not be used to determine setbacks for structures or as a basis for purchasing property. An on-site wetland delineation is required to determine existing wetland boundaries.



Legend

-  County Parcels
-  Road Names

