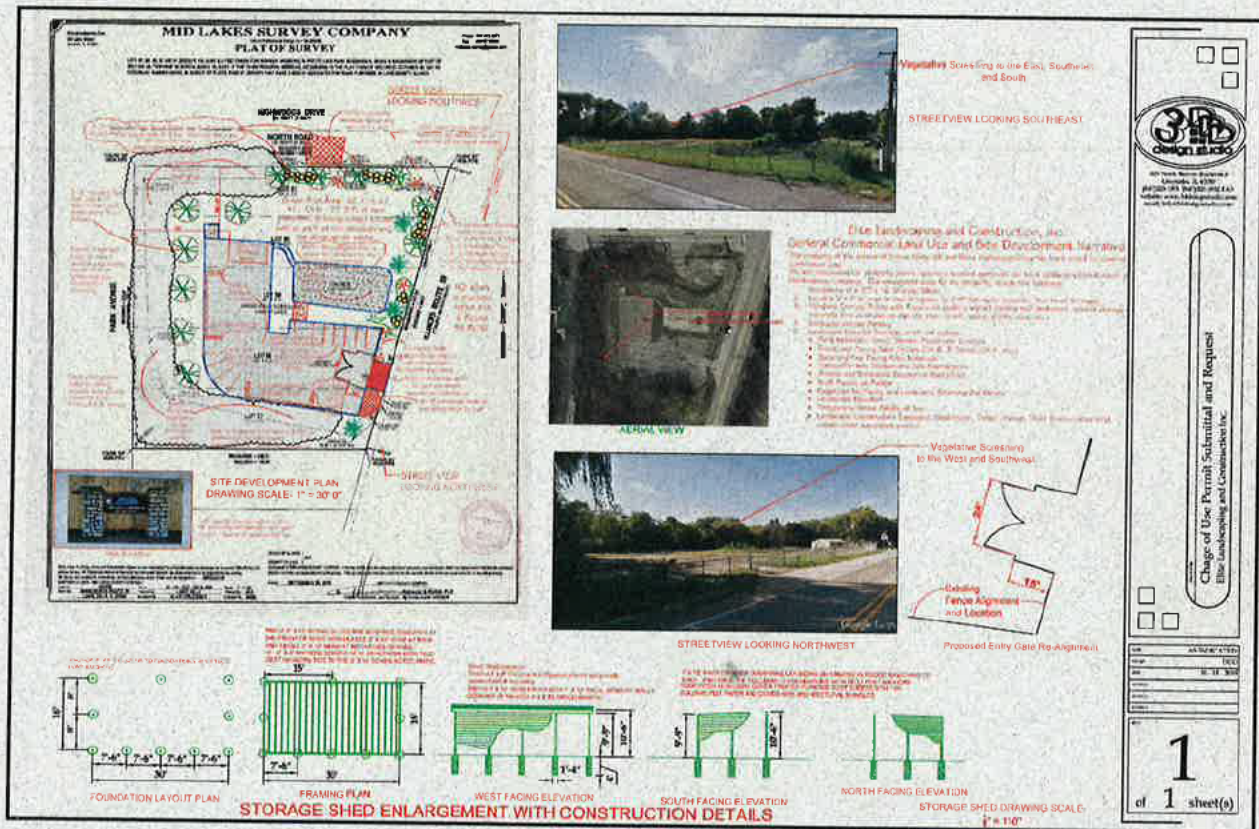


Lake County Application for Development Submittal for Elite Landscape and Construction, Inc.

December 5, 2018



Elite Landscape and Construction, Inc.

352 Linden Drive

Round Lake, IL 60073

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Application for Development Review



Hansen Application Number: _____
(To be entered by staff)

Staff Planner: _____

Fees Paid: _____; Date: _____
(All Fees are Non-Refundable)

APPLICATION FOR DEVELOPMENT REVIEW

Name of Development: ELITE LANDSCAPE AND CONSTRUCTION

Township: LAKE VILLA Zoning: GC- GENERAL COMMERCIAL

Parcel Number(s): 02-30-302-001 TO 005

CONTACT INFORMATION

Ownership Disclosure: (circle appropriate classification)

Fee Owner Land Trust¹ Corporation² Assumed Name³

Partnership/Joint Venture/Syndicate/Voluntary Association⁴

Name: EDGAR HERRERA

Agency Name: ELITE LANDSCAPE AND CONSTRUCTION

Address: 352 LINDEN DR., POUND LAKE, IL 60073

Phone Number: [REDACTED] Fax Number: [REDACTED]

Cell Phone Number: [REDACTED] Email Address: [REDACTED]

Representative Disclosure (if developer is someone other than owner of property)

I/we hereby designate the following individual(s) to represent me in all matters pertaining to this application.

[REDACTED]
Owner

[REDACTED]

¹ Petitioner shall identify each beneficiary of land trust by name, address and beneficiary's interest. Applications must be verified by trustee.

² Application shall include the names, addresses of all stockholders owning interest in excess of 20% of stock in the corporation.

³ Application shall include the names, addresses of all true and actual owners of business or entity.

⁴ Application shall include the names, addresses of all partners, syndicate members, or members of voluntary association.

DeveloperName: ELITE LANDSCAPE AND CONSTRUCTIONAddress: 352 LINDEN DR., ROUND LAKE, IL 60073

Phone Number: [REDACTED] Fax Number: [REDACTED]

Cell Phone Number: [REDACTED] Email Address: [REDACTED]

Acknowledgment of Regulations

I hereby acknowledge that I have received and am aware of all regulations governing the development of the above-listed property. I have received a copy of UDO Subchapter: School and Park Contributions (151.220 et seq.) including the procedures for objecting to such assessment as prescribed by said subchapter. By signing this clause, I acknowledge that I have received notice of such assessment and the procedure to file an objection to a school contribution assessment. I further acknowledge that the information I have submitted is true and accurate in its representation and treatment of the regulations governing this property and take full responsibility for its content.

X [REDACTED]
Developer Signature**DEVELOPMENT DETAILS****Type of Development:**☒ Conventional Conservation Planned Development**Development Composition**Residential ☒ Non-residential Mixed Use**Subdivision Procedure:**

Lot Split Minor Subdivision Major Subdivision Resubdivision

☒ Plat Amendment Road Extension**Development Attributes:**Gross land area: 52,715 s.f.Subdivisions:Number of lots: 5 Number of Units: 1Nonresidential DevelopmentsFloor Area⁵: Existing: 0.0 Total: 0.0Impervious Surface⁶: Existing: 16,182 s.f. Total: 16,357 s.f.

⁵ Floor Area - The sum of the total square footage of all stories of a building under roof measured from the exterior limits of the building.

⁶ Impervious Surface - Any hard surface, man made area that does not readily absorb or retain water, including but not limited to building roofs, parking and driveway areas, graveled areas and sidewalks.

Review Agencies

Nearest municipality (within 1.5 miles of subdivided property or municipality with jurisdiction through an intergovernmental agreement)

LAKE VILLA

School Districts: (for residential subdivisions only)

Elementary: N/A; High School: N/A

Access Authority: ☒ State ☐ County ☐ Local

Road Classification: Freeway ☒ Arterial ☐ Collector ☐ Local

Type of Water Supply: Public ☒ Private ☐ N/A

If public, list the name of the owner (e.g. Lake County Public Works)

N/A

Type of Sewage Disposal: Public ☒ Private ☐

If public, list the name of the owner (e.g. Lake County Public Works)

N/A

Gas: N/A

Cable TV: N/A Telephone: N/A

Fire Protection District: LAKE VILLA FIRE PROTECTION DISTRICT

Park District (if applicable) N/A

Conditional Use Permit Application

LAKE COUNTY ZONING BOARD OF APPEALS

CONDITIONAL USE PERMIT APPLICATION

Applicant(s):
(please print)

EDGAR HERRERA
Owner(s)

Phone: _____

Fax: _____

Email: _____

Address

EDGAR HERRERA
Contract purchaser(s) if any

Phone: [REDACTED]

352 LINDEN DR.
ROUND LAKE, IL

Fax: _____

Email: [REDACTED]

Address

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

DAN DALZIEL
3D DESIGN STUDIO, LLC
Name

Phone: [REDACTED]
Cell: [REDACTED]

529 N. BARRON BLVD.
GRAYSLAKE, IL 60030

Fax: [REDACTED]
Email: [REDACTED]

Address

Subject
Property:

Present Zoning:

COMMERCIAL

Present Use:

VACANT

Proposed Use:

LANDSCAPE CONSTRUCTION COMPANY

PIN(s):

02-30-302-001 TO 005

Address:

34498 NORTH ROUTE 59
LAKE VILLA, IL 60046

Legal description:
(see deed)

Request:

I/we request a conditional use permit be approved to allow:

LANDSCAPE CONSTRUCTION BUSINESS WITH TRUCKS, TRAILERS
EXCAVATION EQUIPMENT, LANDSCAPE SUPPLIES LIKE
PAVERS, SAND, GRAVEL, FLAGSTONE, PLANT MATERIALS AND
A 16' X 30' STORAGE SHED, AND EMPLOYEE PARKING.
Explain why this conditional use permit is justified:

THIS USE IS IN KEEPING AND CHARACTER
WITH THE CURRENT ZONING AND WILL
ULTIMATELY ENHANCE THE PROPERTY.

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:

- A. the use in its proposed location will be consistent with the stated purpose and intent of the Lake County Code ("Purpose and Intent", section 151.005)

THE LANDSCAPE CONSTRUCTION BUSINESS PLANNED
WILL BE CONSISTENT IN ALL APPLICABLE SUBSECTIONS
OF THE "PURPOSE AND INTENT" SECTION, SPECIFICALLY
BEING OF LOWER INTENSITY THAN PREVIOUSLY PERMITTED,
REDUCING ADVERSE ENVIRONMENTAL IMPACTS, PROMOTING
SUSTAINABLE DEVELOPMENT AND PROTECTING THE TAX BASE.

- B. the proposed use in its proposed location complies with all applicable standards of the Lake County Code, including any applicable of section 151.111; and

THE PROPOSED USE WILL BE A CONDITIONAL USE
IN THE GC (GENERAL COMMERCIAL) ZONE.

- C. the proposed use in its proposed location will not have a substantial adverse impact on any of the following, either as they exist at the time of application or as they may be developed in the future due to implementation of the Comprehensive Plan:

1. adjacent property,

NO ADVERSE IMPACT ON THE ADJACENT PROPERTY
DUE TO EXISTING DENSE LANDSCAPE SCREENING
BUFFER.

2. the character of the neighborhood,

THE PROPOSED BUSINESS MEETS THE GENERAL CHARACTER OF THE NEIGHBORING BUSINESSES IN BOTH USE TYPE AND AESTHETIC.

3. natural resources,

THERE IS A SIGNIFICANT WOODLAND BORDER ON THE PROPERTY ALONG THE SOUTH, WEST AND A PORTION OF THE NORTH BOUNDARY IN BOTH DEPTH AND DIVERSITY THAT WILL BE PRESERVED AND MAINTAINED AS A HABITAT TO THE NATURAL AREAS OF THE NEIGHBORHOOD.

4. infrastructure,

NO IMPACT TO INFRASTRUCTURE AS NO WATER OR SEWER CONNECTIONS ARE PLANNED.


5. public site, or

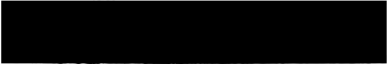
N.A.

6. any other matters affecting the public health, safety, or general welfare.

LOW VOLUME USE CREATES MINIMAL IMPACT AS VERY LOW TRIP GENERATION WILL BE CREATED BY THE SITE - NO TRAFFIC IN AND OUT IS EXPECTED EXCEPT AT THE BEGINNING AND END OF THE DAY.

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

X 
Signature of owner(s)


Signature(s) of contract purchasers

I, SARAH M. FOREN a Notary Public aforesaid, do hereby certify
that EDGAR HERRERA

personally known to me is (are) the person(s) who executed the foregoing instrument
bearing the date of 10/3/2018 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 3RD day of OCTOBER, 2018.

(Seal)

My Commission expires 6/18/2022



Site Capacity and Site Plan Checklist

PLANNING, BUILDING AND DEVELOPMENT DEPARTMENT
SITE CAPACITY AND SITE PLAN REVIEW CHECKLIST

Please use this checklist in combination with Chapter 151 of the Lake County, Illinois Code of Ordinances (the Lake County Code) and all existing application guides when preparing or reviewing submittals. If you have questions regarding applicability of any item, please contact the Development Review Division at (847) 377-2600. *(Items in gray are to be completed by staff)*

DATE OF REVIEW _____ HANSEN # _____

PROJECT NAME: ELITE LANDSCAPE AND CONSTRUCTION, INC

APPLICANT NAME: EDGAR HERRERA

PARCEL NUMBER(S): 02-30-302-001 TO 005

PROJECT MANAGER: _____

APPLICATION INFORMATION

___ Site Plan Review ___ Site Plan Revision ___ Site Capacity Analysis

___ Completed Application

___ All Applicable Fees – paid to the Treasurer County of Lake **(Fees are not refundable).**

Application Comments:

SITE PLAN INFORMATION

☒ **Site Capacity Calculations, Natural Resource Inventory, Natural Resource Plan**

This information is required for any lot that is greater than or equal to 40,000 square feet or any site development activity on any parcel with an area of 200,000 square feet or greater that contains any natural resources as defined in Lake County Code Subchapter: Site Capacity, Site Plan Review, and Natural Resource Protection (Section 151.070 et seq.)

☒ **Site Capacity Calculations – (Lake County Code Section 151.070(D))** Gross, Base, Net site area. All natural resources shown with correct area calculations in the applicable format provided with the Lake County Application for Site Capacity and Site Plan Review.

N/A **Wetland Jurisdictional Determination** – (prior to plan approval, if applicable) has been initiated with the Planning Building and Development Department Wetland Specialist and other appropriate agencies.

If state funds or technical assistance support this project, the Interagency Wetland Policy Act may apply. Contact funding agency or the IDNR Division of Resource Review and Coordination for details. (IDNR Eco CAT website: <http://dnr.illinois.gov/EcoPublic/>)

N/A **Wetland Delineation and Report** - has been provided.

N/A **Base Flood Elevation** - has been determined.

N/A **Floodplain Delineation** - has been provided.

N/A **Tributary Area** - has been provided.

— **Tree Survey** - (prior to plan approval, if applicable) has been provided that identifies all required significant trees, young or mature woodlands or tree groves per the Lake County Code.

N/A **Natural Resource Plan and Resource Protection Plan** - existing boundary plan and a development plan with a *Comparison Chart* depicting all existing natural resources as defined by the Lake County Code. Each natural resource is shown with pre-development areas and percentages. Resource areas to be disturbed with percentages disturbed are shown. Also shown are the resource areas and percentages proposed to remain post development. Protection measures and details for all protected elements are shown.



Site Plan Details- (See attached example of draft concept plan sheets)

1. Proposed buildings with dimensions;
2. Setbacks of all structures to all lot lines;
3. Location of all parking areas including the calculation of parking, loading and stacking spaces per Lake County Code Subchapter: General Development Standards (151.165 et seq.), including stall size and stall numbers
4. Sidewalk layout with dimensions.
5. A **Development Chart** depicting where applicable:
 - a. Gross, base and net lot areas;
 - b. Existing, proposed and required/permitted floor area, impervious surface area;
 - c. Ordinance standards for: lot width lot area, height, permitted density (Residential Developments = number of proposed and permitted dwelling units; Nonresidential Developments = amount of floor area and impervious surface area)
 - d. Amount of open space



Landscape Plan

1. **Comparison chart** (on plans) - for all areas subject to the landscape standards. This includes streets, transition zones, and parking areas.
2. All plant locations shown with a list of species, size and quantities for proposed plant materials and structures (i.e. fences).
3. Separate calculations for each landscape area quantity of material (i.e. Streets, parking lots, transition zones etc.).
4. Planting details.



Traffic and Access

UNDER PRIOR PERMIT

Correspondence to verify access approval and/or that the location of access is acceptable by roadway authority.



Building Elevation and Floor Plans - attached with building dimensions, material descriptions and building height.

THOMAS GALLENBACH CONTACTED 10/31/18 TO DISCUSS ACCESS, AWAITING RETURN PHONE CALL. MULTIPLE DISCUSSIONS WITH THOMAS YET NO REVIEW/APPROVAL AS OF 12/4/18

~~N/A~~ **Photometric Plan** - illumination levels, fixture locations and fixture details for all lighted areas. (In some instances, cut-sheets for each fixture may be provided for each fixture; however, the fixture location must be identified on the plan)

✓ **Sign Plan** – plan and elevation drawing of all signs with all locations shown on plans.

~~N/A~~ **Covenants** – or any other restrictions related to the parcel or use.

~~N/A~~ **Bond/Assurance** - if applicable for maintenance.

ENGINEERING PLANS

~~N/A~~ **Engineering Plans** – Lake County Code Subchapter: Site Development Regulations (151.145 et seq.).

1. Grading Plan at one-foot contours showing existing, proposed grades and limits of grading;
2. Drainage and storm calculations on plans or in report form;
3. Soil erosion control plans and details;
4. Location and sizes of existing and proposed water mains, wells, septic or sanitary systems and storm sewer with all leads, including details, profiles; show existing and proposed easements.

~~N/A~~ **Stormwater Management Plans** – refer to Lake County Code Subchapter: Site Development Regulations (151.145 et seq.).

— **Fees** (Fee to be determined at time of application)

Comments:

Site Capacity Calculations

SITE CAPACITY CALCULATIONS

Step 1: Base Site Area Calculation

Table 1. Calculation of Base Site Area		
Step 1	Gross Area of property - from survey	52715.00
Step 2	Subtract land area of existing roads and land within existing utility easements and existing access easements.	0.00
Step 3	Subtract land that is not contiguous	0
A. Portion of property that is physically separate from parent parcel and can be developed on its own.		
B. A separate parcel that is rendered physically inaccessible to the main parcel and cannot be developed on its own.		
C. Subtract land that was reserved for resource protection or other open space purposes in a previously approved subdivision plat (e.g., floodplain or recreation area)		
D. Subtract land under a different zoning classification or in a different use classification (i.e. residential vs. nonresidential).		
Equals "Base Site Area"		52715.00

Step 2: Net Site Area Calculation

Table 2. Net Site Area Calculation		
	Take Base Site Area	52715.00
	Subtract Regulatory floodplains and floodprone areas.	-
	Subtract Wetlands (1/4 Ac. +)	-
	Subtract Non-linear water bodies (e.g. lakes, ponds)	-
	Subtract Linear water bodies (e.g. channels)	-
	Equals "Net Site Area"	52715.00

Step 3: Resource-Protected Land Area Calculation

Table 4. Resource-Protected Land Area Calculation			
Resource Type	Land Area of Resource (acres)	Protection Ratio	Resource-Protected Land Area
Regulatory floodplains and floodprone areas with 100 acres or more tributary drainage area	x	=	
Wetlands (1/4 Ac. +)	x	=	
Non-linear water bodies	x	=	
Linear water bodies	x	=	
Wetland and Water Body Buffers	x	=	
Mature woodlands/Groves	x	=	
Young woodlands	x	=	
Equals Total "Resource-Protected Land Area"			

Step 4: Floor Area Allowed

Table 3. Calculation of Maximum Floor Area			Existing Floor Area
Step 1	Take "Net Site Area" from Table 2.		52,715.00
Step 2		0.3 x	52715.00
	Equals Maximum Permitted Floor Area	=	15814.50
			Total FA

Step 5: Maximum Impervious Area Allowed

Table 5. Impervious Surface Area			0.00
Step 1	Take Net Site Area		52715.00
Step 2	Multiply by Zoning District Maximum Impervious Surface Ratio	x	0.7
	Equals Maximum Permitted Impervious Surface	=	36900.5
			Total IS

Plat of Survey and Site Development Plan

MidLakesSurvey.Com
352 Lake Street
Antioch, IL 60002

MID LAKES SURVEY COMPANY

PLAT OF SURVEY

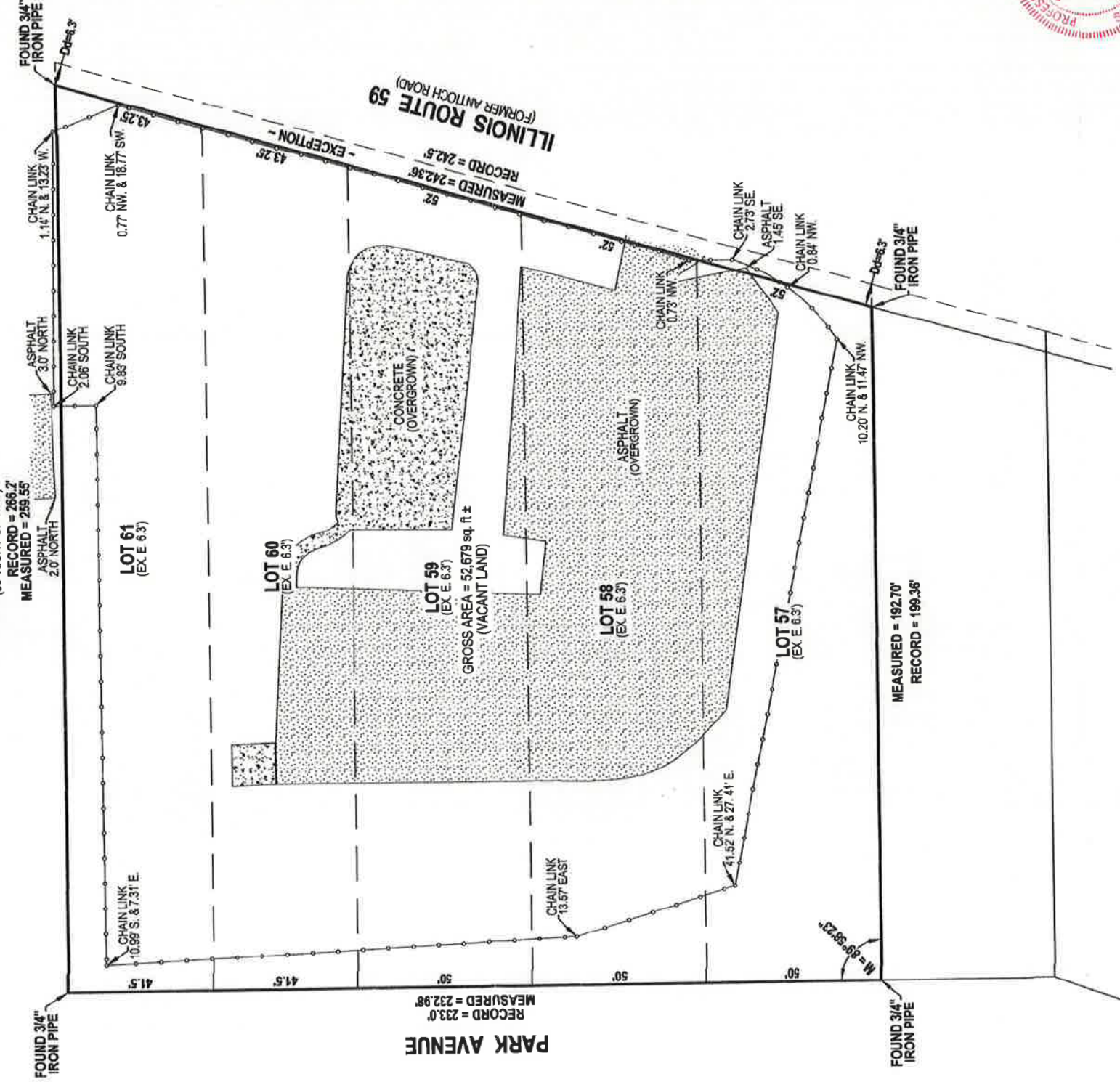
Illinois Professional Design Firm 184.006/153

Phone: 847-973-1873
Fax: 847-973-9783
midlakesurvey@yahoo.com

LOTS 57, 58, 59, 60 AND 61 (EXCEPT THE EAST 6.3 FEET TAKEN FOR HIGHWAY WIDENING) IN PETITE LAKE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 30, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1921 AS DOCUMENT NUMBER 206438, IN BOOK K OF PLATS, PAGE 87 (EXCEPT THAT PART THEREOF DEDICATED FOR ROAD PURPOSES) IN LAKE COUNTY, ILLINOIS.

HIGHWOODS DRIVE
(40' RIGHT OF WAY)

NORTH ROAD
(30' RIGHT OF WAY)



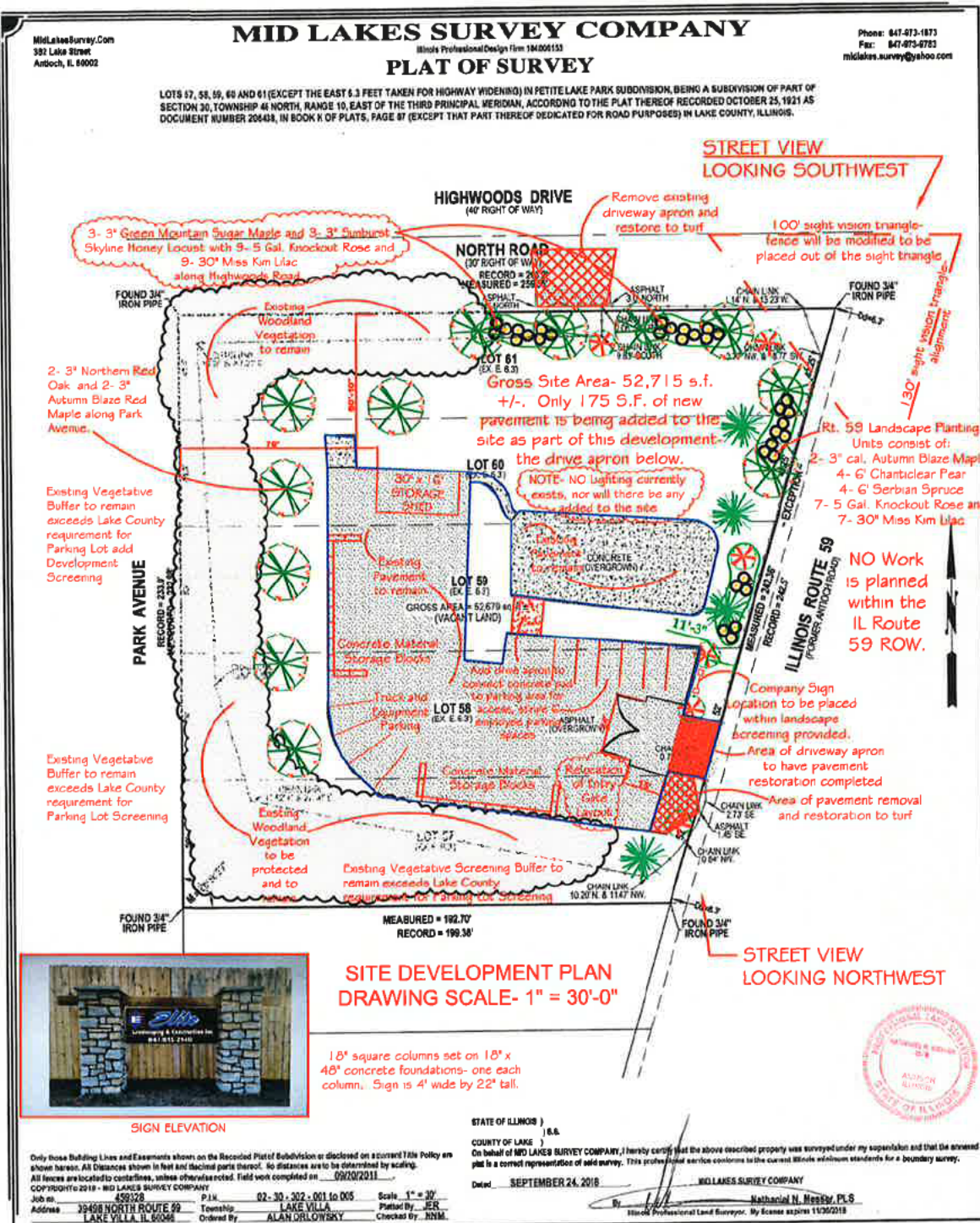
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

On behalf of MID LAKES SURVEY COMPANY, I hereby certify that the above described property was surveyed under my supervision and that the annexed plat is a correct representation of said survey. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated SEPTEMBER 24, 2018
By Nathaniel N. Messer, PLS
MidLakes Survey Company
Illinois Professional Land Surveyor. My license expires 1/13/2028

Only those Building Lines and Easements shown on the Recorded Plat of Subdivision or disclosed on a current Title Policy are shown hereon. All Distances shown in feet and decimal parts thereof. No distances are to be determined by scaling.

All fences are located to centerlines, unless otherwise noted. Field work completed on 09/20/2018
COPYRIGHT © 2018 - MID LAKES SURVEY COMPANY
Job no. 458328 P.L.N. 02 - 30 - 342 - 001 to 005 Scale 1" = 30'
Address 39498 NORTH ROUTE 59 Township LAKE VILLA Platted By JER
LAKE VILLA, IL 60046 Ordered By ALAN ORLOWSKY Checked By NNM



Vegetative Screening to the East, Southeast and South
STREETVIEW LOOKING SOUTHEAST

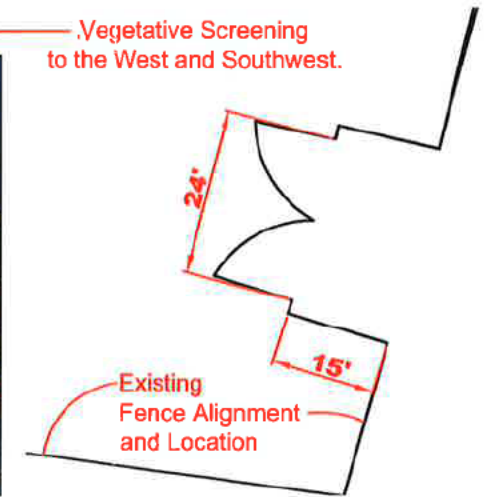


AERIAL VIEW

Elite Landscaping and Construction, Inc.
General Commercial Land Use and Site Development Narrative
The property at the corner of Illinois Route 59 and West Highwoods Drive has been zoned for General Commercial Use. We are requesting the property permit receive a revised approved use for a Landscape Construction and Maintenance Company. Our anticipated uses for the property include the following:
1. Installation of a 30' x 16' Storage Shed,
2. Install a 5' x 2'-6" sign on two 2' square by 5'-9" tall stone columns. See inset for image
3. Company Service Trucks with Trailers on existing asphalt parking with landscape material storage concrete bins as shown on the site plan- (mulch, stone, plants, sod, etc.)
4. Employee Vehicle Parking
5. Landscape Material Storage, which will include:
• Plant Materials- Trees, Shrubs, Perennials, Grasses
• Gravel and Paving Base Stones (CA-6, 3" Stone, CA-7, etc.)
• Sand and Fine Paving Filler Materials
• Topsoil/Planting Medium and Soil Amendments
• Ground and Shredded Decorative Bark Mulch
• Brick Pavers on Pallets
• Flagstone for Paving and Landscape Retaining Wall Blocks
• Landscape Boulders
• Temporarily Store Pallets of Sod
• Landscape Construction Equipment (Skid-Steer, "Dingo", Pickup, Dump Trucks, other small construction equipment pieces)



STREETVIEW LOOKING NORTHWEST

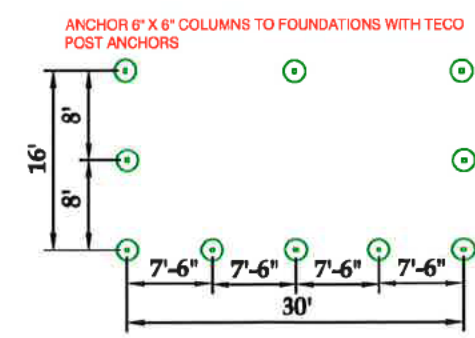


Proposed Entry Gate Re-Alignment

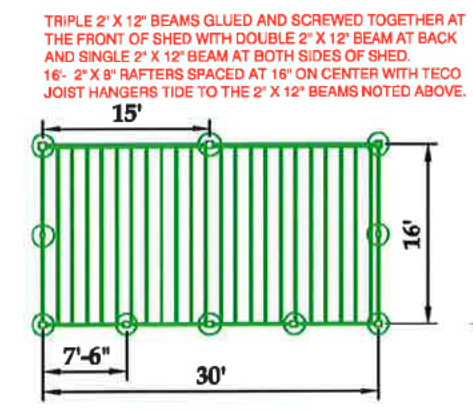


SIGN ELEVATION

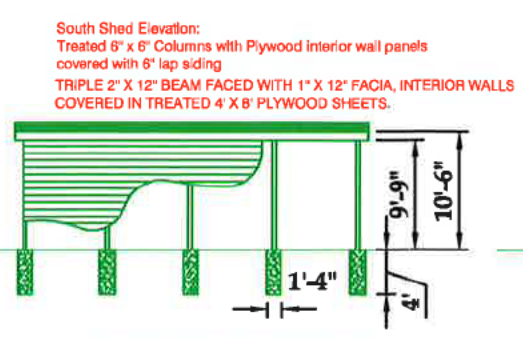
SITE DEVELOPMENT PLAN
DRAWING SCALE- 1" = 30'-0"
18" square columns set on 18" x 48" concrete foundations- one each column. Sign is 4' wide by 22" tall.



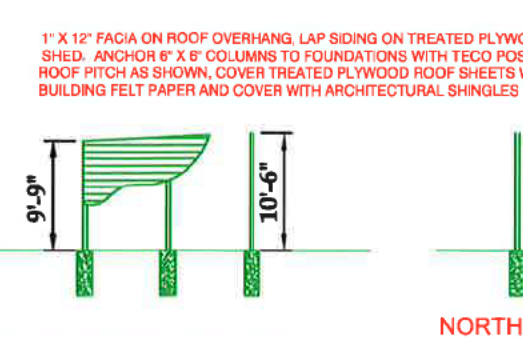
FOUNDATION LAYOUT PLAN



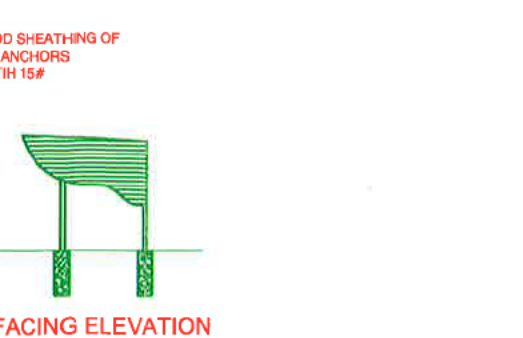
FRAMING PLAN



WEST FACING ELEVATION



SOUTH FACING ELEVATION



NORTH FACING ELEVATION

STORAGE SHED ENLARGEMENT WITH CONSTRUCTION DETAILS
STORAGE SHED DRAWING SCALE- 1/8" = 1'-0"

3D design studio
529 North Barron Boulevard
Graylake, IL 60030
(847)223-1891 (847)223-1892 FAX
website: www.3ddesignstudio.com
email: info@3ddesignstudio.com

Charge of Use Permit Submittal and Request
Elite Landscaping and Construction Inc.

scale	AS INDICATED
design	DDD
date	10-18-2018
revision	
revision	
revision	
sheet	1 of 1 sheet(s)

**Jurisdictional Input-
Lake Villa Township and IDOT**

From: Jane Simi [REDACTED]
To: Daniel Dalziel
Re: Driveway Removal at North Highwoods Drive

December 3, 2018

To Whom It May Concern,

I approve of the removal of the existing asphalt, pavement and underlying stone with restoration at the property on the Southwest corner of N. Highwoods Dr and State Rt 59.

If you have any further questions, please feel free to contact my office at 847-356-5831.

Sincerely,

Jim Jorgensen
Lake Villa Township Highway Commissioner
847-356-5831

On December 3, 2018 at 10:26 AM Daniel Dalziel <[REDACTED]> wrote:
Good Morning Jim,

I enjoyed speaking with you Friday regarding the removal of the driveway in your ROW and wanted to assure you the client I am working for (a landscape contractor) will remove the existing asphalt pavement and underlying stone subbase, import topsoil and restore the area to turf. Lake County is requiring your approval for this work in order to grant him the Conditional Use Permit for developing the property into Elite Landscape and Construction Company, but his purchase of the property is contingent upon obtaining Lake County's permit and authorization. Please provide us with your approval of this removal/restoration today if possible so he can proceed with the purchase and development of this parcel of property.

I appreciate your attention to this matter at your earliest convenience.

Sincerely,

Dan

Daniel D. Dalziel, RLA, ASLA
Principal



3D Design Studio | 529 Barron Boulevard | Grayslake, IL 60030
847.223.1891 Phone | 847.223.1892 Fax | 847.366.4855 Cell
www.3ddesignstudio.com



**Illinois Department
of Transportation**

Transmittal

Bureau of Traffic, Permit Section

Date: May 23, 2019

**To: Edgar Herrera
Elite Landscaping and Construction, Inc.
352 Linden Drive
Round Lake IL 60073**

**Phone: 847-815-2140
Fax No:**

This transmittal confirms our Verbal issuance of the following Permit Number to work within the State right of way at the location noted below.

District Permit Number: 1-T-19-0166
District Standard for Lane Closure: standard 701501
Lane Closure Hours: 9:00 am – 3:00 pm, Mon-Fri This closure is subject to receiving approval through our automated lane closure system at https://www.idotacts.com/permits/home.jsp
Location: IL Route 59 at Highwood Drive, near Lake Villa Il.
Plans: Change of USE Permit Submittal and Request, sheets 1 and 2 of 2, prepared by 3D design, 529 N. Barron Grayslake IL 60030, 847-223-1891

A formal copy of the permit will be provided subsequently.

Comments:

This Transmittal is your authorization to proceed with the following work: *commercial access removal and replacement per plan, and ditch drainage work including rip-rap and fabric and landscaping with topsoil, 2a seed, and erosion control blanket on disturbed IDOT right of way. All work to serve a non-retail landscape construction yard, for Elite Landscaping Inc.*

Please contact The State's Electrical Maintenance Contractor, Meade Electric, at (773) 287-7600 to locate any State underground electrical facilities on the frontage of this property a minimum of 72 hours in advance of construction. Also, contact J.U.L.I.E at (800) 892-0123 for all other utility locates. Steel plates are to be used over pavement openings to keep the entire roadway open to traffic from 3:30 p.m. to 9:00 a.m. each day and all day on weekends, holidays, and while the concrete pavement patch is curing. **STEEL PLATES WILL NOT BE PERMITTED BETWEEN NOVEMBER 1 AND MAY 1 UNLESS OTHERWISE DIRECTED BY THIS DEPARTMENT.**

Signed:



**Phone Number:
Fax Number:**



**Lisa Heaven-Baum
Bureau Chief of Traffic-Operations
By: Tom Gallenbach P.E. *TG 5/23/19***

Property Purchase Contract



MAINSTREET ORGANIZATION OF REALTORS® VACANT LAND SALES CONTRACT



(This is not to be used for Tear Down)

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

2 Buyer(s) (Please Print) Edgar Herrera

3 Seller(s) (Please Print) STANLEY, CHRISTINE DONANSKI - (DONANSKI FAMILY GST TRUST)

4 If Dual Agency applies, complete Optional Paragraph 32.

5 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller agrees to
6 convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage
7 of 1.25 commonly known as: 39498 N Route 59 Rd, LAKE VILLA, IL 60046

8 Address City State Zip
9 Lake ST. PING County 0230302003, 0230302003, 0230302004, 0230302005
10 Permanent Index Number(s) of Real Estate

11 **3. PURCHASE PRICE:** Purchase Price of \$ 70000

shall be paid as follows:

12 Initial Earnest Money of \$ 7000 shall be tendered to Escrowee on or before 3 day(s) after Date of Acceptance.

13 Additional Earnest Money of \$ 43000 shall be tendered by 10/12/2018

14 Earnest Money shall be held in trust for the mutual benefit of the Parties by [check one]:

15 ☒ Seller's Brokerage; ☒ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee". CENTURY 21 AFFILIATED

16 The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of funds, or by certified,
17 cashier's, mortgage lender's or title company's check (provided that the title company's check is guaranteed by a licensed title
18 insurance company).

19 **4. CLOSING:** Closing or escrow payout shall be on 11/08/2018, or at such time as mutually agreed upon
20 by the Parties in writing. Closing shall take place at the title company escrow office situated geographically nearest the Real Estate or
21 as shall be agreed mutually by the Parties.

22 **5. POSSESSION:** Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in writing by the
23 parties.

24 **6. PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants; Special Service Area
25 or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and Homeowner or Condominium Association
26 fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are
27 not a proratable item. Seller represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are

28 \$ _____ per _____ (and, if applicable, Master/Umbrella Association fees are \$ _____

29 per _____. Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity)

30 confirmed prior to the Date of Acceptance. Installments due after the year of Closing for a Special Assessment Area or Special Service

31 Area shall not be a proratable item and shall be payable by Buyer. The general Real Estate taxes shall be prorated as of the date of

32 Closing based on 105 % of the most recent ascertainable full year tax bill. All prorations shall be final as of Closing.

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

35 (a) Approve this Contract; or

36 (b) Disapprove this Contract, which disapproval shall not be based solely on the Purchase Price; or

37 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written
38 agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may
39 terminate this Contract by serving Notice, whereupon this Contract shall be null and void; or

40 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract
41 null and void and this Contract shall remain in full force and effect.

42 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 7 (c). If Notice is not served within the
43 time specified herein, the provisions of this Contract shall be deemed waived by the Parties and this Contract shall remain in
44 full force and effect.

45 **8. INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the property upon reasonable notice and gives
46 Buyer's inspectors permission to perform tests on the property, including invasive testing, if the inspections and the tests are
47 reasonably necessary to satisfy the contingencies in this Contract. Buyer agrees to promptly provide copies of all such inspection
48 reports to Seller, and to listing broker, if property is listed. Furthermore, Buyer agrees to promptly restore the property to its original
49 condition and agrees to be responsible for any damage incurred while performing such inspections. Seller authorizes Buyer's
50 inspectors to take soil samples which may detect environmental contamination which may be required to be reported to the

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51 appropriate governmental authorities. Buyer agrees to hold harmless and indemnify Seller from any liability for the actions of
52 Buyer's agents and representatives while conducting such inspections and tests on the property. Notwithstanding anything to the
53 contrary set forth in the above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable
54 to Buyer and Buyer serves Notice to Seller within five (5) Business Days after the Date of Acceptance, this Contract shall be null and
55 void.

56 **9. MORTGAGE CONTINGENCY:** This Contract is contingent upon Buyer obtaining a firm written mortgage commitment (except
57 for matters of title and survey or matters totally within Buyer's control) on or before _____ for a (choose
58 one) ☐ fixed ☐ adjustable; (choose one) ☐ conventional ☐ other loan of \$ _____ or such lesser
59 amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not
60 exceed _____ % per annum, amortized over not less than _____ years. Buyer shall pay loan origination fee and/or discount points
61 not to exceed _____ % of the loan amount. Buyer shall pay the cost of application, usual and customary processing fees and Closing
62 costs charged by lender. Buyer shall make written loan application within five (5) business days after the Date of Acceptance. Failure
63 to do so shall constitute an act of default under this Contract. If Buyer, having applied for the loan specified above, is unable to
64 obtain such loan commitment and serves written notice to Seller within the time specified, this Contract shall be null and void. If
65 written notice of inability to obtain such loan commitment is not served within the time specified, Buyer shall be deemed to
66 have waived this contingency and this Contract shall remain in full force and effect. This Contract shall not be contingent upon
67 the sale and/or closing of any existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph
68 if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the sale
69 and/or closing of any existing real estate. If Seller at Seller's option and expense, within thirty (30) days after Buyer's notice, procures
70 for Buyer such commitment or notifies Buyer that Seller will accept a purchase money mortgage upon the same terms, this Contract
71 shall remain in full force and effect. In such event, Seller shall notify Buyer within five (5) Business Days after Buyer's notice of
72 Seller's election to provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and shall sign
73 all papers necessary to obtain the mortgage commitment and to close the loan.

74 **10. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special
75 flood hazard area. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) business
76 days after Date of Acceptance, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and
77 effect.

78 **11. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms contained in this
79 paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- 80 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the
81 Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements
82 including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and
83 Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the
84 Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the
85 Declaration of Condominium/Covenants, Conditions and Restrictions.
- 86 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments
87 confirmed prior to the Date of Acceptance.
- 88 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by
89 the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to
90 the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-
91 emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the
92 time established by the Declaration of Condominium/Covenants, Conditions and Restrictions.
- 93 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in
94 violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents
95 would unreasonably restrict Buyer's use of the premises or would result in financial obligations unacceptable to Buyer in
96 connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller written notice
97 within five (5) Business Days after the receipt of the documents and information required by Paragraph 11 (c), listing those
98 deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed
99 to have waived this contingency, and this Contract shall remain in full force and effect.

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

Buyer Initial	<i>EL</i>	Buyer Initial		Seller Initial	<i>sa</i>	Seller Initial	<i>sa</i>
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106 **13. ZONING:** Seller represents to the best of Seller's knowledge, without duty to investigate, that the Real Estate is zoned:
107 commercial

108 **14. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time
109 limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title
110 insurance policy in the amount of the Purchase Price by a title company licensed to operate in the State of Illinois, issued on or
111 subsequent to the Date of Acceptance, subject only to items listed in Paragraph 12. The commitment for title insurance furnished by
112 Seller will be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the
113 title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to
114 Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or
115 damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured
116 over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior
117 encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of
118 Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

119 **15. BUILDING AND SEWAGE PERMITS CONDITION:** This Contract is subject to the condition that Buyer(s) obtain within
120 45 business days after the date of this contract, at Buyer's expense, a building permit and an acceptable septic
121 percolation test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the subject Property. If
122 Buyer(s) has properly, diligently, and promptly applied for said permits and approvals and has been unable to obtain the permits within
123 the times specified, Buyer(s) may, at Buyer's option, within one (1) business day of the time specified, serve written notice of such
124 failure and inability to obtain the necessary permits upon Seller(s) or Seller's attorney, and in such event this Contract shall become
125 null and void and all earnest money paid by Buyer(s) shall be refunded to Buyer(s). **IN THE EVENT BUYER(S) DOES NOT SERVE**
126 **WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL**
127 **PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.**

128 **16. SOIL TEST/FLOOD PLAIN CONDITION:** This Contract is subject to Buyer obtaining within _____ business days
129 from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer's choice on the Property to obtain
130 the necessary permits from the appropriate governmental authorities for the improvement contemplated by the Buyer. Such
131 determination and tests shall be at Buyer's expense. In the event Flood plain Determination and such tests are unsatisfactory, at the
132 option of Buyer, and upon written notice to Seller within one (1) business day of the time set forth above, this contract shall be null
133 and void and earnest money shall be refunded to Buyer upon mutual written direction of Seller and Buyer or the escrow agent. In the
134 event the Buyer does not serve written notice within the time specified herein, this provision shall be deemed waived by all parties
135 hereto and this contract shall continue in full force and effect.

136 **17. PLAT OF SURVEY:** Not less than one (1) business day prior to Closing Seller shall, at Seller's expense, furnish to Buyer or
137 Buyer's attorney a Plat of Survey dated not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional
138 Land Surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of record,
139 fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In addition, the
140 survey to be provided shall be a boundary survey conforming to the current requirements of the appropriate state regulatory authority.
141 The survey shall show all corners staked, flagged, or otherwise monumented. The survey shall have the following statement
142 prominently appearing near the professional land surveyor seal and signature: "This professional service conforms to the current
143 Illinois minimum standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey, and is not
144 acceptable.

145 **18. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to the Closing, this sale shall be
146 closed through an escrow with the lending institution or the title company in accordance with the provisions of the usual form of Deed
147 and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted in the Escrow Agreement as may be
148 required to conform with this Contract. The cost of the escrow shall be paid by the Party requesting the escrow. If this transaction is a
149 cash purchase (no mortgage is secured by Buyer), the Parties shall share the title company escrow closing fee equally.

150 **19. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If prior delivery of the deed, the Real Estate shall be destroyed or
151 materially damaged by fire or casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of terminating
152 this Contract and receiving a refund of earnest money or of accepting the Real Estate as damaged or destroyed, together with the
153 proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller
154 shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of
155 the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

156 **20. SELLER REPRESENTATIONS:** Seller represents that Seller has not received written notice from any Governmental body or
157 Homeowner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending
158 rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or
159 Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special

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160 Service Area, the following applies:

- 161 1. There [check one] ☐ is ☒ is not a proposed or pending unconfirmed special assessment affecting the Real Estate not
162 payable by Seller after date of Closing.
163 2. The Real Estate [check one] ☐ is ☒ is not located within a Special Service Area, payments for which will not be the
164 obligation of Seller after date of Closing.

165 If any of the representations contained herein regarding non-Homeowner Association special assessment or Special Service
166 Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the
167 option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or
168 within the term specified in Paragraph 9 (whichever is later), Buyer shall be deemed to have waived such option and this
169 Contract shall remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes,
170 easements or claims of easement not shown by the public records, any hazardous waste on the Real Estate or any improvements for
171 which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not
172 either included in full in the determination of the most recent real estate tax assessment or which are eligible for home improvement
173 tax exemption.

174 21. **CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in a clean condition. All refuse
175 and personal property that is not conveyed to Buyer shall be removed from the Real Estate at Seller's expense before closing. Buyer
176 shall have the right to inspect Real Estate within 72 hours prior to closing to verify that the Real Estate is in substantially the same
177 condition as of the Date of Offer of this Contract, normal wear and tear expected.

178 22. **GOVERNMENTAL COMPLIANCE:** The Parties agree to comply with the applicable reporting requirements of the Internal
179 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

180 23. **BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours
181 are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

182 24. **FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

183 25. **DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if the Contract may be
184 terminated by either Party, the following shall be incorporated by reference: "the Earnest Money shall be refunded to the Buyer upon
185 written notice of the Parties to the Escrowee".

186 26. **NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any
187 one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 188 (a) By personal delivery of such Notice; or
189 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.
190 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
191 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the
192 Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-
193 business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
194 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice
195 transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to
196 the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-
197 mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next
198 Business Day after transmission; or
199 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit
200 with the overnight delivery company.

201 27. **PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to
202 pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees
203 and costs from the losing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money
204 unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of
205 earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an
206 action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney
207 fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all
208 conflicting claims and demands arising under this paragraph.

209 28. **CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including, but not limited to, the Attorney Review
210 and Professional Inspection paragraphs, shall be governed by the laws of the State of Illinois and are subject to the covenant of good
211 faith and fair dealing implied in all Illinois contracts.

212 29. **OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS selected for use and initialed by the

Buyer Initial	<i>[Signature]</i>	Buyer Initial		Seller Initial	<i>SK</i>	Seller Initial	<i>SK</i>
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Parties which are contained on the succeeding pages and the following attachments, if any: Payment of additional Earnest money is contingent to buyer getting the permit for his end use of the property.

THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES

30. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before . In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. Notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.

31. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other required forms), shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. The Buyer shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days prior to the anticipated Closing date.

32. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to (Designated Agent) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Designated Agent acting as a Dual Agent with regard to the transaction referred to in this Contract.

33. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 9 SHALL NOT APPLY [CHOOSE ONLY ONE]:

a) **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 3 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally.

b) **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 3 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon Buyer obtaining financing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee.

34. INTERIM FINANCING: This Contract is contingent upon Buyer obtaining a written commitment for interim financing on or before in the amount of \$. If Buyer is unable to secure the interim financing commitment and gives written notice to Seller within the time specified, this Contract shall be null and void. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

Buyer Initial EB Buyer Initial Seller Initial SA Seller Initial
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262 ☐ ☐ ☐ ☐ 35. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real Estate by
263 _____, Buyer's specified party, within five (5) Business Days after the Date of Acceptance. In
264 the event Buyer's specified party does not approve of the Real Estate and written notice is given to Seller within the time
265 specified, this Contract shall be null and void. If written notice is not served within the time specified, this provision shall be
266 ☐ waived by the Parties and this Contract shall remain in full force and effect

267 ☐ ☐ ☐ ☐ 36. CREDIT AT CLOSING: Seller agrees to credit to Buyer at Closing \$ 10,000 to be applied to prepaid
268 expenses, closing costs or both.

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

271 The Parties represent that text of this form has not been altered and is identical to the official Vacant Land Contract of the Midwest
272 Organization of REALTORS®.

273 08/09/2018
274 Date of Offer
275 Eduardo
276 Buyer Signature
277 Eduardo
278 Buyer Signature
279 Eduardo
280 Print Buyer(s) Name(s) [Required]
281 _____
282 Address
283 _____
284 City _____ State _____ Zip _____
285 herrera0007@gmail.com
286 Phone _____ E-mail _____

DATE OF ACCEPTANCE 08-10-2018
Seller Signature Shirley Serrano
Seller Signature Shirley Serrano
Print Seller(s) Name(s) [Required] SHIRLEY SERRANO
Address 1000 E. LAKE AVE.
City LAKE VILLA, IL State _____ Zip _____
Phone 708-225-1111 E-mail _____

FOR INFORMATION ONLY

287
288 Keller Williams Platinum Partners
289 Selling Office _____ MLS # _____
290 Maria Regende
291 Buyer's Designated Agent _____ MLS # _____
292 2248-10822
293 Phone _____ Fax _____
294 maria.regende@kw.com
295 E-mail _____
296 _____
297 Buyer's Attorney _____ E-mail _____
298 _____
299 Phone _____ Fax _____
300 Mortgage Company _____ Phone _____
301 _____
302 Loan Officer _____ Fax _____

Century 21 Affiliated
Listing Office _____ MLS # _____
Anna Maglar
Seller's Designated Agent _____ MLS # 170520
Phone _____ Fax _____
anna.maglar@century21.com
E-mail _____
Seller's Attorney ALAN ORLOWSKY E-mail alorowsky@gmail.com
Phone 708-225-1111 Fax _____
Homeowner's/Condo Association (if any) _____ Phone _____
Management Co./Other Contact _____ Phone _____

Attorney:

ALAN ORLOWSKY

Buyer Initial ER Seller Initial SR Buyer Initial SR Seller Initial SR
Address 37414 N. Route 27 Rd. LAKE VILLA, IL 60140
If any of the above is a minor, the signature of the parent or guardian is required.