### FY 2024 ANNUAL TAX INCREMENT FINANCE REPORT



Name of Municipal	ty: Village of Oswego	Reporting F	iscal Year:		2024	
County: Kendall		Fiscal Year End:			4/30/2024	
Unit Code:	047/025/32					
	FY 2024 TIF Admini	strator Contact Informati	on-Required			
First Name: Andre	a	Last Name:	Lamberg			
Address: 100 Pa	arkers Mill	Title:	Finance Directo	r		
Telephone: 630-55	51-2325	City:	Oswego	Zip:	60543	
I attest to the best	of my knowledge, that this FY 2024 rep	ort of the redevelopment pro	ject area(s)			
in the City/Village	of:	Osweg	go, IL			
Jobs Recovery Lav	curate pursuant to Tax Increment Alloc v [65 ILCS 5/11-74.6-10 et. seq.].  UA CUMUNIC of TIF Administrator	ation Redevelopment Act [65	5 ILCS 5/11-74.4-3	3 et. seq.] and or In $10/24/24$	ndustrial	
ton orginaturo	J. III / MINITION VI		Date			

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)\*)

FILL OUT ONE FOR EAC	H TIF DISTICT			
Name of Redevelopment Project Area	Date Designated MM/DD/YYYY	Date Terminated MM/DD/YYYY		
Main Street and Washington Street Redevelopment Project Area	9/6/2016			

<sup>\*</sup>All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

**SECTION 2** [Sections 2 through 8 must be completed for <u>each</u> redevelopment project area listed in Section 1.]

### FY 2024

Name of Redevelopment Project Area:

### Main Street & Washington Street Redeveloment Area

Primary Use of Redevelopment Project Area*: (	Combination/Mixed
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed	d.
If "Combination/Mixed" List Component Types:	Resid, & Commercial
Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):  Tax Increment Allocation Redevelopment Act_ Industrial Jobs Recovery Law	<u> </u>

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] f yes, please enclose the amendment (labeled Attachment A).  For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the		
edevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-12 (d) (1)]  f yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment	Х	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the		
Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)]  Please enclose the CEO Certification (labeled Attachment B).		Х
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C).		Х
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project mplemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)]  If yes, please enclose the Activities Statement (labled Attachment D).		х
Vere any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the edevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)]  f yes, please enclose the Agreement(s) (labeled Attachment E).		х
s there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the bjectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] yes, please enclose the Additional Information (labeled Attachment F).	Х	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving ayments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) [E]]  Eyes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).	Х	
Vere there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 d) (7) (F)]  f yes, please enclose the Joint Review Board Report (labeled Attachment H).	Х	
Vere any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)]  f yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).	Х	
An analysis prepared by a financial advisor or underwriter, chosen by the municipality, setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and actual debt service. [65 ILCS 5/11-74.4-5 (d) 8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter MUST be attached (labeled Attachment J).	Х	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) f yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K).		Х
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] figure yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or concompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).		х
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) 10)]	Х	
f yes, please enclose the list only, not actual agreements (labeled Attachment M).  For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party hosen by the municipality.  The yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled)	Х	

### **SECTION 3.1** [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

### FY 2024

### Name of Redevelopment Project Area:

### Main Street & Washington Street Redeveloment Area

### Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period	\$ 1,845,414
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SOURCE of Revenue/Cash Receipts:	R	evenue/Cash eceipts for Current porting Year		Totals of evenue/Cash ceipts for life of TIF	% of Total
Property Tax Increment	\$	1,175,292	\$	2,687,320	9%
State Sales Tax Increment					0%
Local Sales Tax Increment					0%
State Utility Tax Increment					0%
Local Utility Tax Increment					0%
Interest	\$	80,972	\$	181,583	1%
Land/Building Sale Proceeds					0%
Bond Proceeds	\$	-	\$	14,585,000	51%
Transfers from Municipal Sources	\$	383,330	\$	11,049,497	39%
Private Sources	\$	82,841	\$	82,841	0%
Other (identify source; if multiple other sources, attach schedule)				·	0%
All Amount Deposited in Special Tax Allocation Fund  Cumulative Total Revenues/Cash Receipts	\$	1,722,435	\$	28,586,241	100%
Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	\$	2,068,545			
Transfers to Municipal Sources Distribution of Surplus					
Total Expenditures/Disbursements	\$	2,068,545	]		
Net/Income/Cash Receipts Over/(Under) Cash Disbursements	\$	(346,110)	]		
Previous Year Adjustment (Explain Below)			]		
FUND BALANCE, END OF REPORTING PERIOD*  * If there is a positive fund balance at the end of the reporting period, you	\$ u mus	1,499,304 t complete Se	] ectic	on 3.3	

### **SECTION 3.2 A** [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]

### FY 2024

Name of Redevelopment Project Area:

Main Street & Washington Street Redeveloment Area

### ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND PAGE 1

PAGE 1		
Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Engineering	2,710	
Legal	27,768	
Professional Services	3,457	
Bid notice	321	
	<u> </u>	
		\$ 34,257
Annual administrative cost.		ψ 3 <del>1</del> ,231
		\$ -
3. Cost of marketing sites.		
Property assembly cost and site preparation costs.		-
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of the constructuion of public works or improvements.		
		-

### SECTION 3.2 A PAGE 2

PAGE 2		
7. Costs of eliminating or removing contaminants and other impediments.		
Van Buren Asbestos Abatement	51,769	
	,	
		\$ 51,769
8. Cost of job training and retraining projects.		
<u> </u>		
		\$ -
9. Financing costs.		
o. i maneing cocio.		
		\$ -
10. Capital costs		Ψ
10. Capital costs.	505.454	
Land acquisition	525,451	
Traffic Signals	1,382,051	
		¢ 4.007.500
14. O		\$ 1,907,502
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing		
projects.		
		-
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing		
projects.		
	F 700	
Oswegoland Library District	5,760	
		\$ 5,760

## SECTION 3.2 A PAGE 3

13. Relocation costs.

18. Other.  Reimbursable site work  69,257	\$ 69,257
18. Other.  Reimbursable site work  69,257	\$ 69.257
18. Other.	
	<u> </u>
	\$ -
233.3. 237.230.	
17. Cost of day care services.	Ψ -
	\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.	
	-
15. Costs of job training, retraining, advanced vocational or career education.	
	\$ -
14. Payments in lieu of taxes.	
	\$ -

**Section 3.2 B** [Information in the following section is not required by law, but may be helpful in creating fiscal transparency.]

### FY 2024

Name of Redevelopment Project Area:

### Main Street & Washington Street Redeveloment Area

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

Name	Service	Amount
Ancel, Glink, Diamond, Bush, Dicianni	Legal Services	\$ 27,768.19
Chicago Title and Trust	Land Acquisition	\$ 516,326.00
RE/MAX Excels	Land Acquisition	\$ 10,024.00
H&H Electric	Traffic Signal Construction	\$ 1,293,262.06
Shodeen	Reimbursements	\$ 69,257.11
Christopher Burke	Engineering Services	\$ 100,447.03
S&K Excavating & Trucking	Demolition	\$ 24,500.00
Illinois Railway	Traffic Signals	\$ 13,385.00
Valor Technologies	Asbestos Abatement	\$ 13,000.00
Midwest Environmental	Asbestos Abatement	\$ 12,200.00

### **SECTION 3.3** [65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d]

### FY 2024

Name of Redevelopment Project Area:

**FUND BALANCE BY SOURCE** 

### Main Street & Washington Street Redeveloment Area

### Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source

\$

1,499,304

1. Description of Debt Obligations	Amount	of Original Issuance	Amount Designated
Village of Oswego General Fund	\$	2,000,000	\$ 2,000,000
Village of Oswego Capital Fund	\$	5,576,400	\$ 5,576,400
Village of Oswego Water & Sewer Fund	\$	2,363,515	\$ 2,363,515
Village of Oswego Garbage Fund	\$	8,325	\$ 8,325
Village of Oswego General Obligation Taxable Bonds Series 2019	\$	14,585,000	\$ 14,585,000
Total Amount Designated for Obligations	\$	24,533,240	\$ 24,533,240
2. Description of Project Costs to be Paid	Amoun	of Original Issuance	Amount Designated
Total Amount Designated for Project Costs			\$ 
TOTAL AMOUNT DESIGNATED			\$ 24,533,240
			,
SURPLUS/(DEFICIT)			\$ (23,033,936)

### **SECTION 4** [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

### FY 2024

### Name of Redevelopment Project Area:

### Main Street & Washington Street Redeveloment Area

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
D (4)	
Property (1):	0.14.74 D 01 4 0 11 00540
Street address:	6 W Van Buren Street, Oswego IL 60543
Approximate size or description of property:	Less than .25 acre
Purchase price:	280,000.00
Seller of property:	Fitzpatrick Properties
Property (2):	
Street address:	12 W Van Buren Street, Oswego IL 60543
Approximate size or description of property:	Less than .25 acre
Purchase price:	245,000.00
Seller of property:	Fitzpatrick Properties
Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
[	
Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
D (0)	<u>T</u>
Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Seliet of property.	1

### **SECTION 5** [20 ILCS 620/4.7 (7)(F)]

### FY 2024

### Name of Redevelopment Project Area:

### Main Street & Washington Street Redeveloment Area

### PAGE 1

### Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed. Select ONE of the following by indicating an 'X':

2. The municipality <u>DID</u> undertake projects within the F	Redevelop	ment Project Are	a. (If sele	cting this	Х
option, complete 2a and 2b.)  2a. The total number of ALL activities undertaken in furtherance of the objectives of the redevelopment					
<ul><li>plan:</li><li>2b. Did the municipality undertake any NEW projects the Redevelopment Project Area?</li></ul>	s in fiscal y	ear 2022 or any	fiscal year	thereafter within	3
LIST <u>ALL</u> projects undertaken by th	ne Munic	ipality Within t	he Rede	velopment Proj	ect Area:
TOTAL:		/1/99 to Date	Estimate	ed Investment for uent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$	40,974,059	\$	4,129,507	\$
Public Investment Undertaken	\$	5,927,595	\$	660,000	\$
Ratio of Private/Public Investment	<b>—</b>	6 73/80		220,000	0
	ı	2 . 2,00	1		
Project 1 Name: Block 11 Public Improvements  Private Investment Undertaken (See Instructions)	\$	3,156,987	\$	1,000,000	
Public Investment Undertaken	\$	1,560,028	Ψ	1,000,000	
Ratio of Private/Public Investment	Ψ	2 1/42			0
Project 2 Name: Blocks 4&5 Reserve at Hudson Cr Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment	\$ \$	37,813,072 1,560,028 24 16/67	\$	3,129,507 660,000	0
		24 10/07			U
Project 3 Name: 63 W Washington Private Investment Undertaken (See Instructions)	\$		<u> </u>		
Public Investment Undertaken	\$	120,219			
Ratio of Private/Public Investment	<u> </u>	0			0
Project 4 Name: 65 W Washington	·				
Private Investment Undertaken (See Instructions)	\$	4,000			
Public Investment Undertaken	\$	7,722			
Ratio of Private/Public Investment	<u> </u>	43/83			0
Project 5 Names Pountain Traffic Cinnels	_				
Project 5 Name: Downtown Traffic Signals  Private Investment Undertaken (See Instructions)	\$		\$		\$
Public Investment Undertaken	\$	1,382,125	\$		\$
Ratio of Private/Public Investment	Ψ	1,362,123	Ψ		Φ 0
			<u> </u>		<u> </u>
Project 6 Name: Van Buren Watermain Rehabilition			\$		\$
Private Investment Undertaken (See Instructions)  Public Investment Undertaken	\$ \$	1,245,704	\$		\$

Private Investment Undertaken (See Instructions)	\$	-	\$	- \$	
Public Investment Undertaken	\$	51,769	\$	- \$	
Ratio of Private/Public Investment		0			0
Project 8 Name:			1		
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment		0			0
Project 9 Name:					
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment		0			0
			•	•	
Project 10 Name:					
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment		0			0
<del></del>	<del></del> - :				_
Project 11 Name:					
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment		0			0
Project 12 Name:					
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment		0			0
1			l .	ı	
Project 13 Name:					
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment		0			0
Project 14 Name:			•		
Private Investment Undertaken (See Instructions)					
Public Investment Undertaken					
Ratio of Private/Public Investment		0			0
Drainat 45 Nama					
Project 15 Name:  Private Investment Undertaken (See Instructions)	1		I		
Public Investment Undertaken	+				
Patio of Private/Public Investment					

Ratio of Private/Public Investment

### PAGE 3 \*\*ATTACH ONLY IF PROJECTS ARE LISTED\*\*

	LY IF PROJECTS ARE LISTED	)**
Project 16 Name:		
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Project 17 Name:		
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Project 19 Name		
Project 18 Name:  Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Project 10 Names		
Project 19 Name:  Private Investment Undertaken (See Instructions)	I	
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Natio of Filvate/Fublic IIIvestifierit	0	
Project 20 Name:		
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Project 21 Name:		
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
	•	•
Project 22 Name:		
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Project 23 Name:		
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0
Project 24 Names		
Project 24 Name:  Private Investment Undertaken (See Instructions)	I	
Private Investment Undertaken (See Instructions)  Public Investment Undertaken		
	0	0
Ratio of Private/Public Investment	0	0
Project 25 Name:		
Private Investment Undertaken (See Instructions)		
Public Investment Undertaken		
Ratio of Private/Public Investment	0	0

**SECTION 6** [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois. SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))]

### FY 2024

Name of Redevelopment Project Area:

### Main Street & Washington Street Redeveloment Area

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

Number of labor Batains I	N	Job Description and Type	Tatal October Dail
Number of Jobs Retained	Number of Jobs Created	(Temporary or Permanent)	Total Salaries Paid
			\$ -

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

	The number of jobs, if any, time of approval of the rede	· ·	The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.		
Project Name	Temporary	Permanent	Temporary	Permanent	
Downtown Traffic Signals	0	0	0	0	
/an Buren Watermain Rehabilitation	0	0	0	0	

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

Project Name	The amount of increment projected to be created at the	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement.

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, IF ANY:

Project Name	Stated Rate of Return

**SECTION 7** [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

### FY 2024

Name of Redevelopment Project Area:

Main Street & Washington Street Redeveloment Area

Provide a general description of the redevelopment project area using only major boundaries.			
and parcels bounded by Adams Street, Washington Street, Harrison Street and Waubonsee Creek.			

Optional Documents	Enclosed
Legal description of redevelopment project area	Filed in 2017
Map of District	Filed in 2017

**SECTION 8** [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

### FY 2024

Name of Redevelopment Project Area:

### Main Street & Washington Street Redeveloment Area

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.

Year of Designation	Base EA	I	Reporting Fiscal Year EAV
2016	\$	6,848,895	20,536,866

List all overlapping tax districts in the redevelopment project area. If overlapping taxing district received a surplus, list the surplus.

Indicate an 'X' if the overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-

November 4, 2024

The Honorable Susan A. Mendoza James R. Thompson Center 100 W. Randolph Street, Suite 15-500 Chicago, Illinois 60601

Dear Ms. Mendoza,

I, Ryan Kauffman, the duly elected Chief Executive Officer of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that to the best of my knowledge, the Village of Oswego complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act (65 ILCS 5/11-74.4-1, *et seq.*) during the fiscal year that ended on April 30, 2024.

Sincerely,

Ryan Kauffman Village President Village of Oswego



A Professional Corporation 140 South Dearborn Street, Suite 600 Chicago, IL 60603 www.ancelglink.com Gregory W. Jones gjones@ancelglink.com (P) 312.604.9195 (F) 312.782.0943

November 5, 2024

Via: Electronic Mail (alamberg@oswegoil.org)

Ms. Andrea Lamberg Finance Director Village of Oswego 100 Parkers Mill Oswego, Illinois 60543

Re: FY 2024 Legal Counsel TIF Compliance Opinion Letter – Washington Street / Main Street Redevelopment Project Area

Dear Andrea,

We completed our legal review of the Village of Oswego's ("Village") activities related to the Washington Street / Main Street Redevelopment Project Area ("TIF") for the fiscal year that ended on April 30, 2024, as required by Tax Increment Allocation Redevelopment Act ("Act") Section 11-74.4-5(d). During the 2024 fiscal year, the Village incurred certain eligible expenses in the TIF, including capital improvement costs and professional services costs.

The Village has assembled the information required by Act Section 11-74.4-5(d) for the TIF and will distribute the information to the State Comptroller's Office and the taxing districts that levy taxes against properties located within the TIF. Further, as required by Act Section 11-74.4-5(e), the Joint Review Board will conduct an annual meeting in accordance with the Act to review the Village's audited financial report.

Based upon the material we were given to review and to the best of our knowledge, it is our opinion that the Village has substantially complied in all material respects with the Act's requirements during the 2024 fiscal year.

Please don't hesitate to contact me with questions.

Sincerely,

Gregory W. Jones

cc: Dan Di Santo, Village Administrator (via e-mail)

Construction for interior buildouts were completed for the commercial portion of the Hudson Crossing located at 59 S. Adams Street. All but one commercial unit is occupied.

The second floor of the building at 113 Main Street was occupied by an office user. The third floor of the three-story building is still available. The restaurant on the first floor opened in December 2020.

The development of 121 Main Street was completed in 2022. The project contains a 4,200 square foot restaurant space. The restaurant space replaces the previous smaller restaurant located on the site that was called the Dari Hut. A new restaurant, Dairy Barn, opened in the spring of 2022 and closed for the winter of 2022. A new tenant has not yet occupied the space.

Preparation for new traffic signals through downtown began in 2023. The installation and programming were completed in the summer of 2023.

A watermain replacement project occurred on Van Buren Street. Bidding for design, engineering and construction was completed in FY23. The project was completed in Fiscal Year 2024.

Two parcels were acquired on Van Buren Street. 6 & 12 Van Buren had vacant houses. The Village demolished the homes, conducted asbestos remediation, and converted the land into downtown parking spaces.

### VILLAGE OF OSWEGO KENDALL AND WILL COUNTIES, ILLINOIS

### **ORDINANCE NO. 23 - 48**

ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH FIELD TO BEANS LLC FOR CERTAIN PROPERTY LOCATED EAST OF THE INTERSECTION OF ILLINOIS ROUTE 71 AND WASHINGTON STREET IN OSWEGO, ILLINOIS

# ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO

This 27th day of June 2023

Prepared by and Return to: Village of Oswego 100 Parkers Mill Oswego, IL 60543

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Oswego on June 27, 2023.

#### **ORDINANCE NO. 23 - 48**

## ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH FIELD TO BEANS LLC FOR CERTAIN PROPERTY LOCATED EAST OF THE INTERSECTION OF ILLINOIS ROUTE 71 AND WASHINGTON STREET IN OSWEGO, ILLINOIS

WHEREAS, the Village of Oswego ("Village") has a population of more than 25,000 and is therefore a "Home Rule Unit" under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4(b), (c)) ("Act") authorizes the Village to make and enter into all contracts necessary or incidental to implement and further the Village's redevelopment plan and project for the Main Street / Washington Street Redevelopment Project Area ("TIF District"); and

WHEREAS, the Act authorizes the Village to own, convey, and grant options concerning real property located in the TIF District, subject to the future approval of a redevelopment agreement, and in such manner and at such price as the Village deems reasonably necessary to achieve the objectives of the redevelopment plan and project; and

WHEREAS, on June 13, 2023, the Village approved Resolution No. 23-R-57 authorizing the Village to acquire from the Illinois Department of Transportation ("IDOT") certain real property in the TIF District containing +/- 10,514 square feet located east of the intersection of Illinois Route 71 and Washington Street in Oswego, Illinois ("Subject Property"); and

WHEREAS, the Village anticipates receiving title to the Subject Property from IDOT in the near future; and

WHEREAS, the Subject Property is located immediately adjacent to the property commonly known as 4490 State Route 71, Oswego, Illinois ("Adjacent Property"); and

WHEREAS, Field To Beans LLC, an Illinois limited liability company ("Developer"), is the Adjacent Property's contract purchaser and, subject to the Village acquiring title to the Subject Property, the Developer wishes to acquire from the Village the Subject Property for the purpose of consolidating the two properties and constructing a coffee shop; and

**WHEREAS**, the Village and the Developer wish to approve a purchase and sale agreement ("Agreement") if the form attached as <u>Exhibit A</u> to memorialize the terms of the Village's sale of the Subject Property to the Developer.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, in exercise of its home rule powers, as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals set forth above and all exhibits attached to this Ordinance are incorporated here by reference.

<u>SECTION 2. AGREEMENT APPROVED.</u> The Village President and Village Clerk are hereby authorized and directed to execute and enter into the Agreement on the Village's behalf, and the Village Administrator is hereby authorized and directed to take all steps necessary to implement the Agreement's terms.

**SECTION 3. REPEALER.** All resolutions or ordinances or parts thereof in conflict with any of the provisions of this Ordinance shall be, and the same hereby repealed.

**SECTION 4. SEVERABILITY.** This Ordinance and every provision thereof shall be considered severable. If any part, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the remaining sections, subsections and clauses shall not be affected thereby.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

[Intentionally left blank]

#### Attachment E

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 27<sup>th</sup> day of June 2023.

TOM GUIST

AYE

KIT KUHRT

AYE

JENNIFER JONES SINNOTT

AYE

KARIN MCCARTHY-LANGE

AYE

ANDREW TORRES

AYE

**APPROVED** by me, Ryan Kauffman, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 27<sup>th</sup> day of June 2023.

RYAN KAUFFMAN, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS ) SS COUNTY OF KENDALL)

### CLERK'S CERTIFICATE (ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH FIELD TO BEANS LLC FOR CERTAIN PROPERTY LOCATED EAST OF THE INTERSECTION OF ILLINOIS ROUTE 71 AND WASHINGTON STREET IN OSWEGO, ILLINOIS

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 27<sup>th</sup> day of June 2023, approved by the Village President on the 27<sup>th</sup> day of June 2023 and thereafter published in pamphlet form to the extent required by law.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of June 2023.

SEAL SHARMEN

Tina Touchette, Village Clerk Village of Oswego

#### Attachment E

### Exhibit A

### **Purchase and Sale Agreement**

[Attached]

4812-4012-5783, v, 1

### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 27 day of \_\_\_\_\_\_\_, 2023 ("Effective Date"), by and between the VILLAGE OF OSWEGO, an Illinois municipal corporation and home rule unit of local government with offices located at 100 Parkers Mill, Oswego, Illinois ("Seller"), and FIELD TO BEANS LLC, an Illinois limited liability company with offices located at 2807 Yosemite Drive, Aurora, Illinois ("Purchaser") (collectively, the Seller and Purchaser are the "Parties" and, sometimes, individually, a "Party").

### RECITALS

**WHEREAS**, the Seller is in the process of acquiring from the Illinois Department of Transportation ("**IDOT**") certain real property containing +/- 10,514 square feet located east of the intersection of Illinois Route 71 and Washington Street in Oswego, Illinois, which property is legally described and depicted in <u>Exhibit A</u> ("**Property**"); and

**WHEREAS**, as of the Effective Date, the Property is IDOT right-of-way that IDOT has indicated it is willing to convey by quit claim deed to the Seller pursuant to the Illinois Highway Code (605 ILCS 5/4-508(c)(2)); and

WHEREAS, Purchaser wishes to acquire the Property from the Seller to consolidate it with the adjacent property commonly known as 4490 State Route 71, Oswego, Illinois ("Adjacent Property") (collectively, the Property and the Adjacent Property are the "Development Site") and construct a coffee shop containing at least 600 square feet of gross floor area, a drive through lane, parking lot, and related improvements, infrastructure, and appurtenances (collectively, the "Development"); and

WHEREAS, the Seller is authorized to enter into this Agreement pursuant to, among other sources of authority, the Seller's home rule powers and the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.); and

**WHEREAS**, the Parties wish to enter into this Agreement setting forth the terms and conditions applicable to the Purchaser's acquisition of the Property;

### **AGREEMENT**

In consideration of the recitals, covenants, and agreements contained herein, the Parties agree as follows:

- 1. Recitals and Exhibits. The foregoing recitals are incorporated as though fully set forth in this Section 1. All Exhibits attached to this Agreement are incorporated by this reference.
- 2. Property to be Purchased. Subject to this Agreement's terms and conditions, Seller agrees to convey to Purchaser, and Purchaser agrees to purchase from Seller, the Property.

### 3. Purchase Price; Earnest Money.

- (a) The purchase price for the Property shall be Thirty-Five Thousand and No/100 (\$35,000.00) Dollars ("**Purchase Price**"). Purchaser shall pay the Purchase Price in full at Closing (as defined in Section 4) by transfer of immediately available funds, and subject to adjustments and proration as described in this Agreement.
- (b) No later than five (5) business days after the Effective Date, the Purchaser shall deliver to the Title Company (as defined in Section 4) Five Thousand and No/100 (\$5,000.00) Dollars ("Earnest Money"). The Title Company will hold the Earnest Money pursuant to the terms of a strict joint order escrow agreement in a form approved by the Parties. At Closing, the Title Company will deliver the Earnest Money to the Seller and applied toward the Purchase Price.
- 4. Closing. The closing of the purchase and sale of the Property ("Closing") will occur no later than thirty (30) days after the expiration of the Inspection Period (as defined in Section 5(a)) at a mutually agreeable time at the offices of Chicago Title Insurance Company ("Title Company"), or such other place and time as may be agreed upon by the Purchaser and the Village Administrator ("Closing Date"), unless modified by the Redevelopment Agreement (as defined in Section 5(b)).

### 5. Rights of Inspection; Regulatory Approvals; Title and Survey.

- (a) Beginning on the Effective Date and ending one hundred eighty (180) days thereafter ("Inspection Period"), unless earlier terminated by Purchaser in Purchaser's sole discretion in accordance with Section 5(e), Purchaser, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof for the purposes set forth in Section 5(b) upon reasonable notice to Seller.
- (b) Purchaser and its agents and representatives shall have the right to enter upon the Property during the Inspection Period for inspecting, surveying, and observing the Property ("Inspections"). For the avoidance of doubt, Purchaser's Inspections shall be noninvasive and shall not involve any physical alteration, improvement, or change to the Property without the Seller's prior written consent. Upon the voluntary or involuntary termination of the Inspection Period Purchaser shall return the Property to the condition that existed upon the Effective Date, reasonable wear and tear not caused by the Purchaser excepted.
- (c) During the Inspection Period, Purchaser shall have the further right, at Purchaser's sole cost, to make such inquiries of governmental agencies, including, without limitation, the Seller, financing entities, and utility companies, and to make such feasibility studies and analyses as it considers appropriate, and to apply for and obtain all (i) regulatory approvals from any local, state, or federal governmental entity or agency; and (ii) financial approvals necessary for the construction and operation of the Development, including, without limitation, negotiating the terms of an agreement or agreements with the Seller governing the construction, operation, and financing of the Development ("Redevelopment Agreement"). The Redevelopment Agreement will include, among other things, the terms set forth in Exhibit B.

- (d) The Purchaser's Inspections of the Property are subject to the Purchaser holding harmless IDOT, the Seller, and their respective elected and appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors ("Seller Parties"), and assigns, fully indemnifying, and defending the Seller Parties against any damage, claim, liability or cause of action arising from or caused by the actions of Purchaser, its agents, or representatives upon the Property, except to the extent caused by the willful or intentional act of the Seller. The Purchaser's obligations and duties contained in this Section 5(d) shall survive Closing.
- (e) The obligations of Purchaser under this Agreement are subject to and conditioned upon the determination by Purchaser, in its sole discretion and judgment, that the Development Site is satisfactory to construct the Development. In the event such conditions to Purchaser's obligations have not been satisfied within Inspection Period, as determined solely by Purchaser, Purchaser shall have the right, by written notice delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason or no reason at all. Should such termination be delivered on or before the last day of the Inspection Period, this Agreement shall be deemed null and void, neither Party shall have any further duties or obligations under this Agreement, and the Earnest Money shall be returned to the Purchaser. In the event of termination, Purchaser shall bear the cost of any fees imposed by the Title Company on the Seller through the termination date. Notwithstanding the foregoing, Seller shall be solely responsible for any fees imposed by the Title Company in the event of Seller's termination or default.
- (f) Purchaser may, during the Inspection Period and at its sole cost and expense, conduct a Phase I Environmental Report of the Property (the "Phase I"), provided that Purchaser shall not physically alter or disturb the Property while conducting the Phase I. In the event the Inspections or Phase 1 uncover environmental conditions unacceptable to the Purchaser, the Purchaser will notify the Seller in writing during the Inspection Period and the Seller will have the option, at its sole cost and expense, to remediate any such environmental conditions in accordance with all local, state, and federal laws and other requirements of law during the Inspection Period. In the event Seller cannot or will not remediate any such environment conditions within the Inspection Period, Purchaser shall have the right to terminate this Agreement in its sole discretion.
- (g) No later than thirty (30) days after Effective Date or as soon as practicable thereafter, the Purchaser shall cause to be delivered to the Seller three (3) copies of a plat of survey of the Property prepared within six months of the Effective Date, prepared by a licensed Illinois land surveyor reasonably satisfactory to the Seller, and certified by the surveyor to the Purchaser and Title Company as having been made in compliance with Illinois Land Survey Standards and ALTA/ACSM Land Title Surveys Minimum Standard Detail Requirements ("Survey"). The Survey will establish and depict the exact perimeter legal description of the Property and will include the Property's exact acreage.
- (h) Within five (5) business days after the Effective Date, Seller will order a title commitment from the Title Company, and within thirty (30) days of the Effective Date, the Seller will deliver an Alta Form B title commitment to Purchaser ("Title Commitment") for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price for the Property showing fee simple title to the Property vested in the Seller as Seller's sole cost.

Within ten (10) days of receiving both the Title Commitment and the Survey, the Purchaser will notify the Seller ("Purchaser Title Notice") as to (i) any exceptions to title shown on the Title Commitment that are not acceptable to the Purchaser, and (ii) any objections the Purchaser has to the Survey (collectively, "Unpermitted Exceptions"). Any title exceptions that Purchaser fails to object to in the Purchaser Title Notice will become permitted exceptions, and Exhibit C to this Agreement will be modified accordingly. At least five (5) days before the Closing, the Seller will deliver to Purchaser a pro forma Title Commitment. The cost of the owner's title insurance policy to be issued pursuant to the Title Commitment will be paid by Seller, the cost of the lender's insurance policy to be issued pursuant to the Title Commitment will be paid by the Purchaser, and the cost of all endorsements shall be paid by the Purchaser. All required state and county transfer taxes, if any, shall be paid by the Purchaser.

- (i) The Seller will have ten (10) days from the receipt of the Purchaser Title Notice to provide Purchaser with assurances satisfactory to Purchaser that any Unpermitted Exceptions will be removed or endorsed over, in reasonable form and substance acceptable to Purchaser, on or before Closing. The Purchaser may extend the period in which the Seller will cure or remove such Unpermitted Exceptions or accept the Title Commitment and Survey as they then are. Unpermitted Exceptions which are accepted as part of this Section 5 will become permitted exceptions.
- (j) During the Inspection Period, Purchaser shall have the right to access, review, and inspect the following:
  - 1) All leases related to or concerning the Property;
  - 2) All contracts related to or concerning the Property;
  - 3) All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in possession of the Seller, and the current real estate tax bill(s) for the Property;
  - 4) All statements and invoices for the past year covering all utilities (electricity, gas, water, and stormwater) relating to the Property;
  - 5) All insurance policies insuring the Property and the improvements and personal property located thereon which may be assumed by Purchaser; and
  - 6) All violation notices concerning the Property, including, without limitation, building, zoning, environmental, or health code violations.

Seller agrees to cooperate in all respects to facilitate Purchaser's Inspections and agrees to make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available and in the Seller's possession, upon Purchaser's reasonable request.

- (k) During the Inspection Period, the Seller shall have the right to access, review, and inspect all financial information reasonably deemed necessary by the Seller to allow the Seller to evaluate the Purchaser's ability to successfully construct and operate the Development on the Development Site. Purchaser agrees to cooperate in all respects to facilitate Seller's inspection and agrees to make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available, upon Seller's reasonable request.
- obligations set forth in this Agreement, Seller shall have the full responsibility and liability for any and all damage or injury to the Property. If, prior to the Closing, the Property is materially damaged or the Property shall be the subject of an action in eminent domain by a governmental authority other than Seller, whether temporary or permanent, Purchaser, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller by so notifying Seller. If Purchaser does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be assigned or distributed in the following manner: (a) Seller shall receive an amount sufficient to cover the total costs expended by the Seller pertaining to the Property, including without limitation, survey costs, inspection costs, demolition and remediation costs, real estate taxes, legal fees, and administrative fees; and (b) all remaining proceeds shall be paid to the Purchaser on the Closing Date.
- 7. Representations. In order to induce Purchaser to enter into this Agreement, Seller represents, warrants, and covenants to Purchaser as set forth below. Each of the following representations shall be deemed remade as of the Closing Date.
- (a) Seller has the legal power, right and authority to enter into this Agreement. On and after the date the Seller obtains title to the Property from IDOT, Seller will have good, indefeasible and marketable title to the Property and the legal power, right, and authority to consummate the transactions contemplated herein, and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.
- (b) To the best of Seller's knowledge, the Property is tax exempt. If, between the Effective Date and the Closing Date, Seller receives notice of any increase in the assessed valuation, Seller will promptly notify Purchaser of same.
- (c) As of the Effective Date, IDOT owns and controls the Property as of the Effective Date and is responsible for the Property's maintenance and management.
- (d) To the best of Seller's actual knowledge, there are no lawsuits threatened or pending involving all or any portion of the Property and no notice has been received by Seller of any condemnation proceedings or any building, zoning, environmental, fire or health code violations which are threatened or pending. If between the Effective Date and the Closing Date, any notice of code violations is received or any lawsuits are initiated with respect to the Property,

Seller will promptly notify Purchaser of same, and with respect to code violations, will correct same prior to Closing.

- (e) The execution of this Agreement is not in violation of or prohibited by any contract, agreement, or other obligation to which Seller is bound, and the party executing this Agreement for Seller warrants his/her authority to bind Seller.
- (f) All of the documents delivered to the Purchaser pursuant to this Agreement are true and correct.
- (g) There is no agreement to which Seller is a party or which is binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller of the Property, including condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.
- (h) That, to the best of Seller's actual knowledge, there is no pending or threatened litigation, charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand or notice before any court or administrative agency containing any allegation that Hazardous Materials (as hereinafter defined) are present, released, generated, transported, stored, treated, or disposed of on the Property. For purposes of this paragraph, "Hazardous Materials" shall be deemed to mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States government.
- (i) Compliance with Law. Seller is not in actual receipt of and has not received any written notice, addressed specifically to Seller and sent by any governmental authority or agency having jurisdiction over the Property, that the Property or its use is in material violation of any law, ordinance, or regulation.
- (j) Availability of Permits. There is no moratorium in effect and no other reason beyond Purchaser's control which would prevent Purchaser, upon submission of customary plans and documentation, payment of customary fees and expenses, and compliance with applicable laws, ordinances, rules, and regulations, including, without limitation, the Village Code of Oswego, Illinois, from securing a building permit for the construction of the Development or from securing a Certificate of Occupancy following completion of the Development on the Property.
- (k) Recapture Agreements and Special Service Area Agreements. To the best of Seller's actual knowledge, there are no obligations in connection with the Property, special service areas or any so-called "recapture agreement" involving sewer extensions, oversizing of utility lines, offsite infrastructure expense or like expense or charge for work or services done upon or relating to the Property.
- (l) Violations. To the best of Seller's actual knowledge, there are no violations of any fire, health, safety, building, pollution, environmental, zoning, subdivision or other laws, ordinances, rules, or regulations with respect to the Property, which have not been heretofore entirely corrected.

Seller further covenants to Purchaser and agrees that between the date hereof and the Closing Date:

- (m) Seller shall not enter into any new undertakings or agreements relating to the management, financing or maintenance of the Property which extend beyond the Closing Date or prepay for a period of more than one (1) month any sums payable under any Contracts, without prior written notice to and approval of Purchaser.
- (n) Seller shall duly pay and discharge, or cause to be paid or discharged, or shall provide a credit to Purchaser at Closing for all taxes, assessments, claims for labor, materials, or supplies which have been incurred prior to Closing and which if unpaid, might by law become a lien or charge upon the Property. Real estate taxes, if any, shall be prorated as of the Date of Closing based on one hundred (100%) percent of the most recent ascertainable full year tax bill.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, INCLUDING THE EXHIBITS ATTACHED HERETO, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY OFFICER, EMPLOYEE, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.

In order to induce Seller to enter into this Agreement, Purchaser represents, warrants, and covenants to Seller as set forth below. Each of the following representations shall be deemed remade as of the Closing Date.

(o) to the best of Purchaser's knowledge, this Agreement and all documents or instruments delivered by Purchaser in connection with the transaction contemplated by this Agreement have been or will be at the time of delivery duly authorized and all obligations of Purchaser under this Agreement and the aforementioned documents and instruments are or at the time of delivery thereof shall be legal, valid and binding obligations of it and, as of the time of delivery, neither this Agreement nor any of the other aforementioned documents or instruments violates or will be in violation of the provisions of any other agreement to which Purchaser is a party or to which it is subject;

- (p) to the best of Purchaser's knowledge, there are no actions, suits, or proceedings pending or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any administrative, regulatory, adjudicatory or arbitration body or agency of any kind that have, or could reasonably be expected to have, a material and adverse effect on the performance by Purchaser of its obligations pursuant to and as contemplated by the terms and provisions hereof;
- (q) to the best of Purchaser's knowledge, Purchaser is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Purchaser is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders; and
- (r) Purchaser understands and acknowledges that the Agreement is expressly contingent upon: (1) Seller acquiring from IDOT title to the Property during the Inspection Period; and (2) the Parties' entering into a Redevelopment Agreement containing, among other things, the terms identified on <a href="Exhibit B">Exhibit B</a>. Seller understands and acknowledges that the Agreement is expressly contingent upon: (1) Purchaser acquiring the Adjacent Property concurrently or around the same time as the Purchaser acquires the Property; and (2) Purchaser shall have obtained financing on terms and conditions acceptable to Purchaser in Purchaser's sole discretion for the Purchase of the Adjacent Property and any permits for the Development. Purchaser understands and acknowledges that (i) Seller's failure to acquire title to the Property from IDOT during the Inspection Period; and/or (ii) the Parties' failure to enter into a Redevelopment Agreement acceptable to the Seller during the Inspection Period provides grounds for the Seller or Purchaser to unilaterally terminate this Agreement and the Parties' rights, duties, and obligations hereunder. If the either Party terminates this Agreement in accordance with this Section, the Earnest Money will be returned to the Purchaser, less any fees imposed by the Title Company through the termination date.

### 8. Condition of Property.

- (a) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, INCLUDING ITS EXHIBITS, PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS, NOT OTHERWISE REMEDIATED BY THE SELLER PRIOR TO CLOSING, AFFECTING THE PROPERTY, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:
  - 1) the granting of any required permits or approvals, if any, of any governmental bodies which have jurisdiction over the construction or

- development of the Development Site, including, without limitation, the Seller;
- 2) the granting of any permits or approvals concerning any matters that may be addressed within the Redevelopment Agreement;
- 3) Seller's ability to acquire the Property from IDOT;
- 4) approval of the Redevelopment Agreement; and
- 5) the habitability, merchantability, marketability, profitability or fitness of the Property for the Development.
- (b) The Closing of this transaction shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain independent, qualified professionals to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property. This Section 8(b) shall survive Closing.
- 9. Taxes and Special Assessments. The Seller will ensure that there are no outstanding and unpaid real estate tax or special assessment liabilities due and owing up to and including the Closing Date, and that the Property will be conveyed to the Purchaser free of any such taxes, transfer taxes, assessments or liens.
- 10. Closing Costs; Related Fees. Except as provided herein, the Parties shall evenly split (i.e., 50% / 50%) the costs of Closing, excluding escrow costs and fees, which shall be fully paid by Purchaser.
  - 11. Seller's Obligations at Closing. At or prior to the Closing Date, Seller shall:
- (a) Deliver to Purchaser a duly recordable quit claim deed to the Property with all stamps affixed thereto conveying to Purchaser fee simple title to the Property and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller;
- (b) Deliver to Purchaser the affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;
- (c) Deliver to Title Company an ALTA Statement, on Title Company's standard form, executed by Seller;
- (d) Deliver to Title Company an affidavit stating that there is no property manager for the Property; and
  - (e) Deliver to Title Company a settlement statement; and

(f) Deliver an Affidavit of Title executed by the Seller warranting that no outstanding mechanic's lien rights exist and that the property is subject to no leases, liens or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement.

The Parties shall also deliver such additional documents and matters as shall be reasonably required to close the transactions contemplated by this Agreement including, without limitation, Real Estate Transfer Tax Declarations, copies of paid real estate tax bills, and most recent notices of assessment valuation, if any. Drafts of all Seller Closing documents listed in this Section 11 will be delivered to the Purchaser at least five (5) days prior to the Closing Date for the Purchaser's approval.

- 12. Purchaser's Obligations at Closing. At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Seller of its obligations as set forth herein, Purchaser shall deliver the Purchase Price and Purchaser's share of Closing costs. At or before Closing, Purchaser shall execute and deliver to the Title Company such documents, and perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing.
- 13. Delivery of Possession of Property. The Seller shall deliver legal fee simple title for the Property to the Purchaser at Closing. Except as otherwise provided in this Agreement, if the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and Purchaser waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.
- 14. Deed. The deed to be delivered by Seller at Closing shall be a quit claim deed that Seller grants only that title which Seller may have and includes a right of reverter in favor of the Seller should the Purchaser fail to comply with the Redevelopment Agreement. Upon Seller executing the right of reverter, Seller shall return the Purchase Price to Purchaser, less any fees and costs Seller incurred exercising the right of reverter, including, without limitation, reasonable attorneys' fees, within thirty (30) days of said execution. Any reference to the term "Deed" or "deed" herein shall be construed to refer to such form of deed.
- 15. Conditions to the Parties' Performance. The Seller shall have the right, at the Seller's sole reasonable discretion, to terminate this Agreement if:
- (a) Full payment of any property, fire or hazard insurance claim is not confirmed prior to the Closing;
  - (b) Intentionally omitted;
- (c) The Purchaser is the former mortgagor of the Property, or is related to or affiliated in any way with the former mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement;

- (d) The Seller, at the Seller's sole reasonable discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind;
- (e) The Purchaser fails to or is unable to obtain during the Inspection Period all governmental approvals, authorizations, licenses, and permits, required to develop and operate the Development on the Property;
- (f) The Seller is unable to verify the Purchaser's financial capacity and fitness to successfully construct and operate the Development during the Inspection Period;
- (g) The Seller is unable to obtain title to the Property from IDOT during the Inspection Period;
- (h) The Purchaser and the Seller are unable to agree to terms on a Redevelopment Agreement during the Inspection Period; or
  - (i) Any material misrepresentation is made by the Purchaser.

The Purchaser shall have the right, at the Purchaser's sole reasonable discretion, to terminate this Agreement if:

- (j) The Seller is unable to obtain title to the Property from IDOT during the Inspection Period;
  - (k) Purchaser fails to complete the purchase of the Adjacent Property;
- (l) The Purchaser and the Seller are unable to agree to terms on a Redevelopment Agreement during the Inspection Period; or
  - (m) Any material misrepresentation is made by the Seller.
- 16. Indemnification. The Purchaser agrees to indemnify and fully protect, defend, and hold harmless IDOT, the Seller, and their respective and its elected and appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors and assigns from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against any of the foregoing individuals or entities resulting from or arising out of:
- (a) Inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns;
- (b) The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to Closing, except to the extent caused by the willful or intentional act of the Seller; and
- (c) The operation and management of the Property by or for Purchaser after the Closing Date.

Except for liabilities specifically assumed by the Purchaser pursuant to the terms of this Agreement, Seller hereby agrees to indemnify, defend and hold harmless Purchaser against any and all losses, liabilities, fines and penalties and damage (including without limitation any damages or injury to persons, property or the environment as provided hereunder), or actions or claims in respect thereof (including without limitation, amounts paid in settlement and reasonable cost of investigation, reasonable attorneys' fees and other legal expenses) resulting from claims (whether or not ultimately successful) to which the Purchaser may become subject or which the Purchaser may suffer or incur either directly or indirectly, insofar as such losses, liabilities or damages (or actions or claims in respect thereof) arise out of, are with respect to, or are based upon the operation and management of the Property by or for Seller on or prior to the Closing Date.

This Section 16 shall survive Closing for a period of one (1) year.

- 17. Risk of Loss. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, with the prior written consent of the Purchaser, repair or restore the Property, or either Party may terminate the Agreement. If the Seller repairs or restores the Property, then the Seller may, with the consent of the Purchaser, limit the amount to be expended. Whether or not Seller repairs or restores the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement. The Purchaser will provide no indemnification to the Seller otherwise required under this Agreement in the event that the Seller takes any action, whether consented to or not by the Purchaser, to repair or restore the Property.
- 18. Discharge. Except as otherwise set forth herein, Seller's delivery of the deed to the Property to the Purchaser shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement.
- 19. Brokerage. Seller has not contracted with any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property. Seller shall indemnify, defend, and hold Purchaser harmless from and against any commission or other payment due to, or sought by, any real estate broker, agent, finder or similar person in connection with this matter. Purchaser has not contracted with any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property. Purchaser shall indemnify, defend, and hold Seller harmless from and against any commission or other payment due to, or sought by, any real estate broker, agent, finder or similar person in connection with this matter. The provisions set forth in this Section 19 shall survive Closing
- **20.** Remedies. If either Party defaults in the performance of this Agreement, the non-defaulting Party's exclusive remedies shall be to either: (i) terminate this Agreement and, in the case of a Purchaser default, the Seller will retain the Earnest Money; or (ii) pursue specific performance, at either Party's discretion. Except as expressly provided herein, Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages, excluding the Earnest Money, as a result of any breach of this Agreement.

- 21. Miscellaneous. The following general provisions govern this Agreement.
- (a) <u>No Waiver</u>. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.
  - (b) <u>Time of Essence</u>. Time is of the essence of this Agreement.
- (c) <u>Governing Law</u>. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in DuPage County, Illinois.
- (d) <u>Notices</u>. All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by email, or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section):

#### If to Seller:

Village of Oswego Attn: Daniel Di Santo, Village Administrator 100 Parkers Mill Oswego, Illinois 60543 Email: ddisanto@oswegoil.org

#### With a Copy to:

Ancel Glink, P.C. Attn: Gregory W. Jones 140 S. Dearborn Street, 6th Floor Chicago, Illinois 60603 Email: gjones@ancelglink.com

#### If to Purchaser:

Field to Beans LLC Attn: Rob Hart 2807 Yosemite Drive Aurora, IL 60503 Email: rchart895@gmail.com

### With a Copy to:

Grogan Hesse & Uditsky, P.C.

Attn: Jordan N. Uditsky 2 Mid America Plaza, Suite 110 Oakbrook Terrace, Illinois 60181 Email: juditsky@ghulaw.com

In the event either Party delivers a notice by email, as set forth above, such Party agrees to immediately deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by email, provided that the procedures set forth above are fully complied with. Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

- (e) <u>Assignability</u>. In no event may Seller, on and after the date Seller takes title from IDOT, convey or encumber the Property, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party without the prior written consent of the other Party, provided, however, that Purchaser may assign its rights and obligations hereunder to an "affiliate" (an entity owned and controlled by Purchaser).
- (f) <u>Severability</u>. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.
- (g) <u>Disputes</u>. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.
- (h) <u>Complete Agreement</u>. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.
- (i) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- (j) <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

#### **PURCHASER:**

Field to Beans LLC, an Illinois limited liability company	Attest
Rolly Hart Name: O Tref Title:	Name: Owner Title:
Date: $6/21/23$	Date: 4-21-23
SELLER:	
Village of Oswego, an Illinois municipal corporation	Attest
A h	Name: Tina Touchette Title: Village Clerk  Date: 6/20/23
Name Kinn Kauttman Title: Village President	Name: Tina Touchette
Doto: 6 28/23	Data: 6/20/23

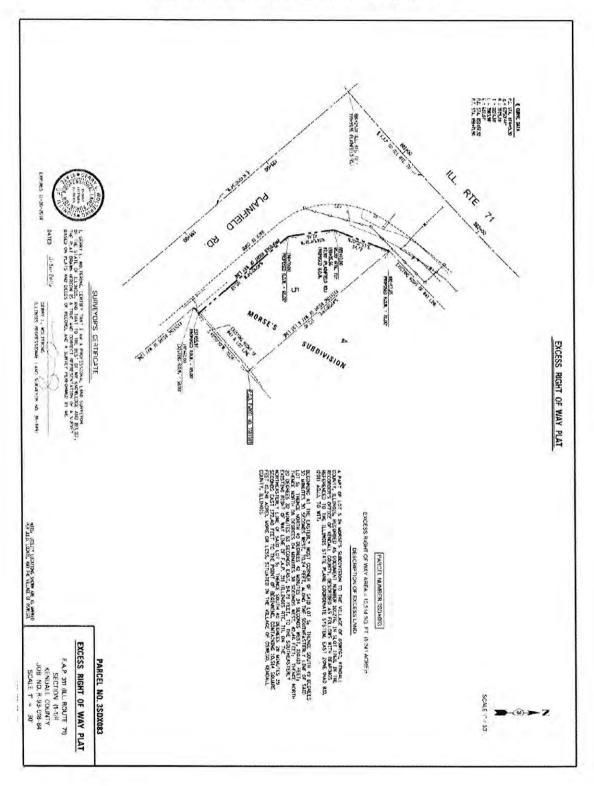
State of Illinois Countyof Kendall

1 witnessed Robby Hurt + Cons velo Hart Sign on 6/21/23.

X Lyb.

"OFFICIAL SEAL"
Angeles Guerrero
Notary Public, State of Minois
My Commission Expires January 24, 2027

 $\underline{Exhibit\ A}$  Property's Legal Description and Depiction



#### Exhibit B

#### Redevelopment Agreement Terms

The following terms will serve as the basis for preparing the Redevelopment Agreement. It is understood the following terms and conditions are not exclusive, but instead an outline of the core terms that will be incorporated into the initial draft of the Redevelopment Agreement. These terms are not enforceable or binding until the Parties approve a Redevelopment Agreement containing such terms.

- a) Purchaser, at its sole cost and by no later than 120 days after the Closing Date, will obtain all necessary permits to construct the Development on the Development Site, all in accordance with applicable federal, state, and local laws, rules, and regulations.
- b) Purchaser agrees (1) to fully and timely pay all taxes and assessments levied against the Development Site, or any part thereof, during the Redevelopment Agreement's term; and (2) not to appeal or otherwise challenge reasonable property taxes or assessments levied against the Development Site, or any part thereof, during the Redevelopment Agreement's term.
- c) Purchaser will maintain the Development Site in accordance with the plans approved by the Seller during the Redevelopment Agreement's term, and otherwise comply with all laws, rules, and regulations applicable to the Development Site and the Development during the same time period.
- d) Before Seller issues a permit authorizing construction of the Development, or any part thereof, Purchaser will provide Seller with a letter of credit in a form and amount approved by the Seller ensuring sufficient funds to complete the public improvements associated with the Development and secure and restore the Development Site in the event of a Purchaser default.
- e) Purchaser will defend, indemnify, and hold the Seller harmless from any claims related to the Development Site and the Development, including, without limitation, Development's construction and operation to the extent such claims relate to the Purchaser's Development.
- f) Purchaser will provide Seller with access to all documents and records concerning the Development upon the Seller's reasonable request.

### Exhibit C

### **Permitted Exceptions**

[To be attached later]

4822-5169-2663, v. I

#### VILLAGE OF OSWEGO KENDALL AND WILL COUNTIES, ILLINOIS

#### **ORDINANCE NO. 23 - 50**

ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH FITZPATRICK PROPERTIES, LLC FOR CERTAIN PROPERTY LOCATED AT 6 W. VAN BUREN STREET, OSWEGO, ILLINOIS

# ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO

This 18th day of July 2023

Prepared by and Return to: Village of Oswego 100 Parkers Mill Oswego, IL 60543

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Oswego on July 19, 2023.

#### **ORDINANCE NO. 23 - 50**

## ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH FITZPATRICK PROPERTIES, LLC FOR CERTAIN PROPERTY LOCATED AT 6 W. VAN BUREN STREET, OSWEGO, ILLINOIS

**WHEREAS**, the Village of Oswego ("Village") has a population of more than 25,000 and is therefore a "Home Rule Unit" under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4(b), (c)) ("Act") authorizes the Village to make and enter into all contracts necessary or incidental to implement and further the Village's redevelopment plan and project for the Main Street / Washington Street Redevelopment Project Area ("TIF District"); and

WHEREAS, the Act authorizes the Village to acquire real property located in the TIF District in such manner and at such price as the Village deems reasonably necessary to achieve the objectives of the redevelopment plan and project; and

WHEREAS, Fitzpatrick Properties, LLC, an Illinois limited liability company ("Fitzpatrick"), owns certain property located in the TIF District commonly known as 6 W. Van Buren Street, Oswego, Illinois ("Subject Property"); and

WHEREAS, the Village wishes to acquire the Subject Property to advance the TIF District's objectives; and

WHEREAS, the Village and the Fitzpatrick wish to approve a purchase and sale agreement ("Agreement") if the form attached as <a href="Exhibit A">Exhibit A</a> to memorialize the terms of the Village's purchase of the Subject Property from Fitzpatrick.

## NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES,

**ILLINOIS,** in exercise of its home rule powers, as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals set forth above and all exhibits attached to this Ordinance are incorporated here by reference.

SECTION 2. AGREEMENT APPROVED; EXECUTION RATIFIED. The Village Administrator and Village Clerk are hereby authorized and directed to execute and enter into the Agreement on the Village's behalf, and the Village Administrator is hereby authorized and directed to take all steps necessary to implement the Agreement's terms. All actions taken prior to this Ordinance's effective Date by the Village Administrator concerning the Agreement are hereby ratified.

**SECTION 3. REPEALER.** All resolutions or ordinances or parts thereof in conflict with any of the provisions of this Ordinance shall be, and the same hereby repealed.

**SECTION 4. SEVERABILITY.** This Ordinance and every provision thereof shall be considered severable. If any part, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the remaining sections, subsections and clauses shall not be affected thereby.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

[Signature page follows]

#### Attachment E

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 18<sup>th</sup> day of July 2023.

TOM GUIST	AYE	JENNIFER JONES SINNOTT	<u>AYE</u>
KIT KUHRT	AYE	KARIN MCCARTHY-LANGE	AYE
KAREN NOVY	AYE	ANDREW TORRES	AYE

APPROVED by me, Ryan Kauffman, as President of the Village of Oswego, Kendall and

Will Counties, Illinois this 18th day of July 2023.

RYAN KAUFFMAN, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS )
SS
COUNTY OF KENDALL)

## CLERK'S CERTIFICATE (ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

## ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH FITZPATRICK PROPERTIES, LLC FOR CERTAIN PROPERTY LOCATED AT 6 W. VAN BUREN STREET, OSWEGO, ILLINOIS

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 18<sup>th</sup> day of July 2023, approved by the Village President on the 18<sup>th</sup> day of July 2023 and thereafter published in pamphlet form to the extent required by law.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of July 2023.

SEAL COUNTY, ILLE

Tina Touchette, Village Clerk Village of Oswego

ouchette

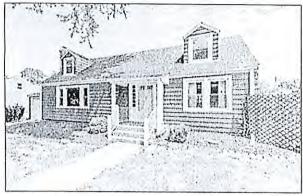
#### Attachment E

#### Exhibit A

## Purchase and Sale Agreement for 6 W. Van Buren Street, Oswego, Illinois

[Attached]

4812-4012-5783, v. 1



Some photos may be virtually staged

**Detached Single** MLS #:11743955

Status: ACTV List Date: 06/27/2023 List Dt Rec: 06/27/2023 Area: 543

Address: 6 W Van Buren St , Oswego, IL 60543

Directions: Corner of Madison and Van Buren

Closed: Off Market: Year Built: 1945

Dimensions: 4819

Ownership: Fee Simple

Corp Limits: Oswego

Coordinates: Rooms: 7

> Bedrooms: 3 Basement: Full

Contract: Financing:

Blt Before 78: Yes

Subdivision:

Township: Oswego

Bathrooms 2 / 0 (full/half): Master Bath: None Bsmnt. Bath: No

Mkt. Time (Lst./Tot.): 11/11 Concessions: Contingency: Curr. Leased: No

Sold Price:

Model:

List Price: \$279,900

Orig List Price: \$279,900

County: Kendall # Fireplaces: 1 Parking: Garage

# Spaces: Gar:1 Parking Incl. In Price:

Mobility Score: -

Remarks: This home is fantastic! It has so much to offer and all within walking distance of downtown Oswego! Step inside and notice the original quarter sawn hardwood floors and large living room with a beautiful accent wall and stone fireplace. There is a large picture window for maximum sunlight. Next, an oversized eat-in kitchen with plenty of space for a large table. There is a first floor bedroom and a full bath. Step around the corner to the cool wrought-iron staircase going upstairs to 2 HUGE bedrooms with dormer windows and a full bath. There is also an oversized walk-in closet and a full bath. Everything has been freshly painted and is move-in ready! The basement is fully FINISHED with a retro bar and great space for a game room and rec area. There is also an additional room that could be a guest bedroom, playroom or a quiet office. The outside features a full fenced-in yard, a screen-in porch and a separate shed for all of your outdoor stuff. This is all in beautiful, quiet Oswego with excellent schools a charming downtown and 5 minutes to miles and miles of walking, running and biking paths. You'll love this cozy home!

School Data Elementary: (308) Junior High: (308) High School: (308)

Assessments Amount:

Frequency: Not Applicable

Special Assessments: No Special Service Area: No Master Association:

Master Assc. Freq.: Not Required

Tax

Amount: \$6,229.92 PIN: 0317310010

Mult PINs: No Tax Year: 2021 Tax Exmps: None Miscellaneous

Waterfront: No Appx SF: 1440 SF Source: Assessor

Bldg. Assess. SF:

Acreage: 0.1091

Square Footage Comments:

Room Name Size Level Living Room 13X17 Main Level Dining Room 10X8 Main Level Kitchen 10X15 Main Level Family Room 14X22 Basement Laundry Room8X8

Flooring Win Trmt Hardwood

**Wood Laminate Wood Laminate** Carpet

Room Name Size

Master Bedroom 10X10 2nd Bedroom 16X14 3rd Bedroom 15X13 4th Bedroom

Main Level 2nd Level 2nd Level Not Applicable

Level

Flooring Hardwood Hardwood Hardwood Win Trmt

Interior Property Features:

Exterior Property Features: Porch Screened

Age: 71-80 Years Type: 2 Stories Style: Cape Cod Exterior: Wood Siding Air Cond: Central Air Heating: Gas, Forced Air

Kitchen: Eating Area-Table Space Appliances: Refrigerator

Dining: Kitchen/Dining Combo Attic:

Basement Details: Finished

Bath Amn: Fireplace Details:

Door Features:

Window Features:

Fireplace Location: Living Room

Electricity: Equipment: Other Structures: Shed(s) Laundry Features:

Additional Rooms: No additional rooms

Garage Ownership: Owned Garage On Site: Yes Garage Type: Detached Garage Details:

Parking Ownership: Parking On Site: Parking Details: Driveway: Concrete Foundation: Concrete Exst Bas/Fnd:

Disability Access: No Disability Details: Exposure: Lot Size: Less Than .25 Acre

Lot Size Source: Lot Desc: Corner, Fenced Yard Roof: Asphalt/Glass (Shingles)

Sewer: Sewer-Public Water: Public

Const Opts:

General Info: School Bus Service

Amenities: Asmt Incl: None HERS Index Score: Green Discl: Green Rating Source:

Green Feats: Sale Terms:

Possession: Closing

Occ Date: Rural: No Vacant: Yes Relist:

Zero Lot Line:

Broker Private Remarks:

Internet Listing: Yes VOW AVM: Yes

Listing Type: Exclusive Right to Sell Buyer Ag. Comp.: 2.0%-\$250 (% of Net Sale

Price) Showing Inst: Call Showing Time 855-

Mgmnt. Co:

746-9093 for all showings.

Remarks on Internet?: Yes VOW Comments/Reviews: Yes Holds Earnest Money: Yes Addl. Sales Info.: None

Cont. to Show?:

Contact Name:

Addr on Internet?: Yes Broker Notices:

Lock Box: Sentrilock (Located at Front)

Special Comp Info: None

Expiration Date: 12/31/2023

Phone:

7/7/23, 9:45 AM

Owner: of record

Ph #:

Broker Owned/Interest: No

Broker: RE/MAX Excels (30) / (630) 208-7400

List Broker: Jennifer Bennett (607) / (630) 262-6505 / jenniferbennett7@msn.com

More Agent Contact Info:

Copyright 2023 MRED LLC - The accuracy of all information, regardless of source, including but not limited to square footages and lot sizes, is deemed reliable but not guaranteed and should be personally verified through personal inspection by and/or with the appropriate professionals.

NOTICE: Many homes contain recording devices, and buyers should be aware that they may be recorded during a showing.

MLS #: 11743955

Prepared By: Jennifer Bennett | RE/MAX Excels | 07/07/2023 09:45 AM



### **MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0**



1 1. THE PARTIES: Buyer and Seller	are hereinafter re	ferred to as the "Part	ies"		
2 Buyer Name(s) [PLEASE PRINT]	VILLAGE OF		aco.		W
3 Seller Name(s) [PLEASE PRINT]	Fitzpatrick Pr				-,
4 If Dual Agency applies, check here	and complete O	ptional Paragraph 29		7,000	
5 2. THE REAL ESTATE: Real Estate		네가 하다 하는데 그래까? 바라 되었다.		Extures and Dore	onal Proport
6 included therein. Seller agrees to	o convey to Buy	operty, an improved	cionated o	rantee the Res	l Retato wit
7 approximate lot size or acreage of	Less Than .25	Acre	organica B		y known as:
6 W Van Buren Street		Oswego	IL		Kendall
	(If applicable)	City	Sta		County
Permanent Index Number(s): 03173	40040	☐ Single Family Attack			
1 If Designated Parking is included: #					
2 [CHECK TYPE] ☐ deeded space, PIN	1:			element 🗆 assig	
3 If Designated Storage is included: #					
4 [CHECK TYPE]  deeded space, PIN				element 🗆 assig	
기계 시민들은 사람들이 가지 아니는 그 사람들이 살아 보다 했다.					
3. FIXTURES AND PERSONAL PRO	PERTY AT NO ADD	DED VALUE: All of the	e fixtures ar	nd included Pers	sonal Propert
are owned by Seller and to Seller's	knowledge are in	operating condition	on Date of	Acceptance, un	less otherwi
stated herein. Seller agrees to tran	nsfer to Buyer all	fixtures, all heating	, electrical,	plumbing, and	well system
together with the following items at a	no added value by	Bill of Sale at Closing	CHECK OR I	ENUMERATE APPL	ICABLE ITEMS
X_RefrigeratorWine/Bever	rage Refrigerator	Light Fixtures, as they		Fireplace Gas Lo	
Oven/Range/StoveSump Pum		_ Built-in or attached sh		Smoke Detector	
	ener (unless rented)	All Window Treatments	& Hardware	_ Carbon Monoxi	
2 Dishwasher		Satellite Dish	A CAMPTO	Invisible Fence Sy	
Committe	c & Equipment	Wall Mounted Bracke Security System(s) (ur		_ Garage Door Op with all Transm	
그들이 그는 그렇게 하셨습니다. 나를 하면 하는데	Down Carpeting	Intercom System	uess terricu)	Outdoor Shed	arrera
6 _ Dryer Existing Sto	orms & Screens	Electronic or Media A	ir Filter(s)	_ Outdoor Playse	t(s)
	ir Conditioner(s)	_ Backup Generator Sys	item	_ Planted Vegetat	
B _ Water Heater _ Ceiling Fan		Fireplace Screens/Doc	rs/Grates	Hardscape	
9 Other Items Included at No Added \	/alue:				
items Not included:	C. a.	10 10			
Seller warrants to Buyer that all	nxtures, systems	and Personal Proper	rty include	d in this Contra	act shall be
operating condition at Possession		1111			
A system or item shall be deemed	to be in operating	condition if it perfo	rms the fur	iction for which	it is intende
regardless of age, and does not con	nstitute a threat to	health or safety.		DOSVA	m man l
If Home Warranty applies, check he				1000 NOVE	x 00004 14
4. PURCHASE PRICE AND PAYM	ENT: The Purchas	e Price is \$ 270,00	6*	After the paym	ent of Earne
7 Money as provided below, the bal	ance of the Purcha	se Price, as adjusted	by proratio	ons, shall be paid	d at Closing
"Good Funds" as defined by law.				The Carting	•
a) CREDIT AT CLOSING: [IF A	APPLICABLE Provi	ded Buver's lender	normite eu	ch credit to sho	w on the fir
settlement statement or lender	s closing disclosur	e and if not such le	sear amou	at ac the lander	normite Cal
agrees to credit \$	to Buver at Cl	osing to be applied t	oser anion	voongoe eleciee	Pennus, Jei
b) EARNEST MONEY: Earnest	Money of & 5 nn				
			tendered	to Escrowee on	
	Remark N	nai carnest Money, if a	iny, of \$	SI	hall be tender
	carnest Money	y shall be held in tru	st for the m	nutual benefit of	the Parties I
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		Seller .	Initial	Seller Initi	ial K F
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45 46 47	[CHECK ONE]: Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee." In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.  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 50 51	writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
53	<b>6. POSSESSION:</b> Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated 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]
	a) LOAN CONTINGENCY: Not later than forty-five (45) days after Date of Acceptance or five
57	
	provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
	approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
	as follows: [CHECK ONE] ☐ fixed; ☐ adjustable; [CHECK ONE] ☐ conventional; ☐ FHA; ☐ VA; ☐ USDA;
61	
	if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed % per annum,
	amortized over not less than years. Buyer shall pay discount points not to exceed % of the loan amount. Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.
	If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
	Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
	such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
	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.
	Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
	application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
	have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
	thereafter or any extension thereof agreed to by the Parties in writing.
	A Party causing delay in the loan approval process shall not have the right to terminate under this
76 77	subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as 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	그 그리고 생생님 이 기업으로 하면 있는데 그렇게 되는 어떻게 하는데 가입니다. 그는 그렇게 되는 사람들이 되는 사람들이 되어 하는데 하는데 그리고 하는데 그리고 있다. 그런데 그리고 있다면 하는데 그리고 있다면 하는데 그렇게 되었다면 그렇게 되었다면 하는데 그렇게 되었다면 그렇게 그렇게 그렇게 되었다면 그렇게 되었다면 그렇게 그렇게 그렇게 되었다면 그렇게 되었다면 그렇게
82	If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this
	Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.
84	DOS VILE VO-04 ( ) 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
	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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	to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
	, , , and the provided buyer none
91	The state of the contract of the contract by buyer. The lattes 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] A has D has not received a completed Illinois Best device Board Brown Division
112	[CHECK ONE] As has not received a completed Illinois Residential Real Property Disclosure;
113	[CHECK ONE] ☑ has ☐ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;" [CHECK ONE] ☑ has ☐ has not received a Lead-Based Paint Disclosure;
	[CHECK ONE] I has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
115	[CHECK ONE] And 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
170	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
	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	The second of the most recent decreamable 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	\$
132	special assessments by the Association(s) confirmed prior to Date of Acceptance.
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- c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be 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:
  - a) Approve this Contract; or

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- b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal is not a counteroffer. 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 proposed modifications, either Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or
- d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.

  Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
  subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
  agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain
  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] DISCUSSIONAL INSPECTIONS: [INITIAL IF APPLICABLE] DISCUSSIONAL INSPECTIONS of the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of 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.
  - a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition, and therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health 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 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any retest.

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Address: 6 W Van Buren Street, Oswego, IL 60543	Seller Initial	Seller Initial _	
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- b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any 176 177 inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days 178 for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. Buyer shall not send 179 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 180 after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by 181 182 the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by 183 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.
- 191 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.
- 197 14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is
  198 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
  199 Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is
  200 later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
  201 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.
- 202 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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- Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or 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 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or 224 225 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.
  - f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.
- 16. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

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

- a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a preclosing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.
- b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement Procedures Act of 1974, as amended.
- 18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a 248 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject 249 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment 251 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted 253 exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title 255 insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments. If Seller fails to have such exceptions waived 257 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit 259 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA 260 Insurance Policy. 261
- 262 19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

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- to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as 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 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall 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;

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- c) boundary line disputes;
- d) any pending condemnation or Eminent Domain proceeding;
- e) easements or claims of easements not shown on the public records;
- f) any hazardous waste on the Real Estate;
  - 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: UNSVIEVO-04 12 There [CHECK ONE] □ are □ are not improvements to the Real Estate which are not 297 298 included in full in the determination of the most recent tax assessment. DOSULFUGOLIK There [CHECK ONE]  $\square$  are  $\square$  are not improvements to the Real Estate which are eligible 299 for the home improvement tax exemption. 300 UNSULFUGGI KTHEre [CHECK ONE] ☐ is ☑ is not an unconfirmed pending special assessment affecting 301 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing. 302 1005 VIF VOO KTHE Real Estate [CHECK ONE] [ is is not located within a Special Assessment Area or Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs. All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of 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.
- 24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays.
   Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
   described in this Contract does not fall on a Business Day, such date shall be the next Business Day.
- 25. ELECTRONIC OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format") 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 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of competent jurisdiction."
- In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may elect to proceed as follows:
  - a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
- b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader action.
- 27. NOTICE: Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all
   Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
   any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:
   a) By personal delivery: or

a) by personal delivery; or		OS
Buyer Initial DDS VIF Bleyer Initial	Seller Initial	Seller Initial $\mathbb{K} \varphi$
Address: 6 W Van Buren Street, Oswego, IL 60543		v7.0
Page 8 of 13		

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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.

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

73	consented to[LICENSEE] acting as a Dual Agent in providing brokerage services of their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to					
74	this Co	ntract.	- Postalety contain to Excuse them	g as a Data Agent W	rut regard to the traits	action referred to it
75			30. SALE OF BUYER'S REAL ES	TATE:		
76	a)	REPRE	ESENTATIONS ABOUT BUYER'S REAL E	STATE: Buyer repres	sents to Seller as follow	rs:
77 78	1)	Buyer	owns real estate (hereinafter referred to			
79	Address			City	State	Zip
B0	2)	Buyer	[CHECK ONE] □ has □ has not entered i	nto a contract to sell	Buyer's real estate.	
31			Buyer has entered into a contract to sell !			
32			[CHECK ONE] ☐ is ☐ is not subject to a			
83		b)	[CHECK ONE] □ is □ is not subject to a	real estate sale conti	ngency.	
84		c)	[CHECK ONE] ☐ is ☐ is not subject to a	real estate closing co	ntingency.	051
<b>B</b> 5	3)	Buyer	[CHECK ONE] □ has □ has not publicly be			ed real estate broke
86		and in	a local multiple listing service.			
B7	4)	If Buy	er's real estate is not publicly listed for	sale with a licensed	real estate broker and	d in a local multipl
88		listing	service, Buyer [CHECK ONE]:			
89		a)	☐ Shall publicly list real estate for sal	e with a licensed rea	l estate broker who w	ill place it in a loca
90			multiple listing service within five (5)	Business Days after I	Date of Acceptance.	V. Carrier of the College
91			[FOR INFORMATION ONLY] Broker:			
92			Broker's Address:	- 100	Phone:	
93		b)	그 그들은 것이 없는 것이 없는 것이 없는 것이 없었다. 그 없는 것이 없는 것이다.			
	Buyer I	nitial	DDS VIEWER Initial	Seller	Initial Seller	r Initial K
	Addres	s: 6 W	Van Buren Street, Oswego, IL	60543		770

-1	CONTINGENCIES BASED	LIDONICALE	AND/OD CL	SCINC OF DEAL	ECTATE.
nı	CUNTINGENCIES BASED	UPUN SALE	AND/OR CL	JOING OF KEAL	ESIMIE.

- 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 72 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.
  - Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.
- 437 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

Buyer Initial DDS VIL Bulger Initial	Seller Initial	Seller Initial _	TX 4
Address: 6 W Van Buren Street, Oswego, IL 60543			_v7.0
Page 10 of 13			

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	Automilient
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
430	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	
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;
479 480	b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and
	— DS
	DDC MES MAN
	Buyer Initial DISULF Initial Seller
	AMMENS V VV VALI DUTELL STEET USWAAN II KIISAS

481	c) The balance, if any, to Seller a	fter delivery of Possession and provided	that the terms of Paragraph 21 have
482	been satisfied. Seller's liability und	ler this paragraph shall not be limited to t	ne amount of the possession escrow
483	odeposit referred to above. Nothing h	erein shall be deemed to create a Landlord/To	enant relationship between the raities.
484	UVSVIEVO OHLY36 "AS IS" COND	ITION: This Contract is for the sale and pur	chase of the Real Estate in its "As Is"
485	condition as of the Date of Offer. Buye	r acknowledges that no representations, w	arranties or guarantees with respect
486	to the condition of the Real Estate has	ve been made by Seller or Seller's Design	ated Agent other than those known
487	defects, if any, disclosed by Seller. Buy	yer 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	e times. Buyer shall indemnify Seller
489	and hold Seller harmless from and aga	inst any loss or damage caused by the acts	of negligence of Buyer or any person
490	performing any inspection. In the eve	nt the inspection reveals that the condition	n of the Real Estate is unacceptable
491	to Buyer and Buyer so notifies Seller	within five (5) Business Days after Date of	of Acceptance, this Contract shall be
492	null and void. Buyer's notice SHALL	NOT include a copy of the inspection repo	ort, and Buyer shall not be obligated
493	to send the inspection report to Selle	r absent Seller's written request for same	. Failure of Buyer to notify Seller of
494	to conduct said inspection operates as	a waiver of Buyer's right to terminate thi	s Contract under this paragraph and the
495	this Contract shall remain in full for	ce and effect. Buyer acknowledges that the	provisions of ratagraph 12 and the
		not apply to this Contract. Nothing in this	paragraph shan promon the exercise
497	of rights by Buyer in Paragraph 33, if a		
498		PARTY APPROVAL: This Contract is contin	ngent upon the approval of the Real
499	Estate by		thin five (5) Business Days after Date
500	of Acceptance. In the event Buyer's Sp	pecified Party does not approve of the Rea	Estate and Notice is given to Seller
501	within the time specified, this Contra	ct shall be null and void. If Notice is not s	erved within the time specified, this
502	(*	the Parties and this Contract shall remain i	
503	DOSVERVOOL 38 ATTACHMEN	TS: The following attachments, if any, are h	nereby incorporated into this Contract
504	[IDENTIFY BY TITLE]: *Both 6 & 12 \	N. Van Buren Must Be Purchased	@ Same Time by Buyer
505	& Attached Escalation Applie	es to Purchase of Both Properties	
506	39. MISCELLANE	OUS PROVISIONS: Buyer's and Seller's	obligations are contingent upon the
507	Parties entering into a separate written	n 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 t	he following [CHECK APPLICABLE BOXES]:
509	☐ Articles of Agreement for Deed	☐ Assumption of Seller's Mortgage	☐ Commercial/Investment
510	or Purchase Money Mortgage	☐ Cooperative Apartment	□ New Construction
511	☐ Short Sale	☐ Tax-Deferred Exchange	☐ Vacant Land
512	☐ Multi-Unit (4 Units or fewer)	☐ Interest Bearing Account	☐ Lease Purchase

Buyer Initial Will Buyer Initial Address: 6 W Van Buren Street, Oswego, IL 60543
Page 12 of 13 Seller Initial \_ \_ Seller Initial

COVENANT OF GOOD FAITH AND					
THIS DOCUMENT WILL BECOME A LI					
THE PARTIES REPRESENT THAT BOARD RESIDENTIAL REAL ESTA	THE TEXT OF THI TE CONTRACT 7.	S COPYRIGHTED .0.	FORM HAS NOT BEEN ALTERE	D AND IS IDENTICA	L TO THE OFFICIAL MULT
7/5/23			7/7/	2023	
Datest Offer:			DATE OF ACCEPTANCE		
Daniel Di Santo - Villag	re administrat	for for Village	of Oswers. 11.		
Buyer Gignatore		0	Seller Signature		-
			1/2 Jugor		
Buyer Signature			Seller Stgrammer		
	WEGO		Processing to the second secon		
Print Buyer(s) Name(s) [REQUIRE]	0]		Print Seller(s) Name(s) [REQU	IRED]	
100 PARKERS MILL					
Address [REQUIRED]	43		Address [REQUIRED]		
City, State, Zip [REQUIRED]			City, State, Zip [REQUIRED]		-
Phone E-ma	il		Phone	E-mail	
		FOR INFO	RMATION ONLY		
john greene Realtor	23279	477011191	RE/MAX Excels	30	478009404
Buyer's Brokerage	MLS#	State License #	Seller's Brokerage	MLS#	State License #
2677 US RT 34	Oswego	60543	1772 South Randail Rd Suite	100 Geneva	60134
3 Address	City	Zip	Address	City	Zip
Terry Anderson	215497	475124419	Jennifer Bennett	607	475136789
Buyer's Designated Agent (630) 554-4400	MLS#	State License #	Seller's Designated Agent (630) 262-6505	MLS#	State License # 630) 208-9260
) Phone	Fax	-	Phone		Fax
TerryAnderson@johngi	reenerealtor	.com	jenniferbennett7@m	sn.com	
		reglink. C	E-mail	Hen	
Buyer's Attorney E-ma		_	Seller's Attorney	E-mail	
140 S DEARDORS		T605	Hemoa	shlaw. v	
Address City	Sta そろて-く)を	te Zip	Address 630 - 893	2-1468	State Zip
7 CH, CALL, 11 60603  3 Phone	45) CA15		Phone 630-81	4-1460	Fax
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Mortgage Company	Ph	one	Homeowner's/Condo Associ	ation (if any)	Phone
NONE - CASH TRANSACT Loan Officer		one/Fax	Management Co./Other Cont		Phone
3	111	·	Management Co./Other Cont	acı	rnone
4 Loan Officer E-mail			Management Co./Other Cont	tact E-mail	
Illinois Real Estate License Law 1	equires all offers	be presented in a	timely manner: Buyer reques	bs verification that t	this offer was presented
6 Seller rejection: This offer was	presented to Sell	er on	20 at; a		
요. [1] - [4 이렇게 하고 있습니다. 그렇게 하면 생각하는 사람들이 되었다면 하다	m./p.m	[SELLER INITIALS			
8 © 2018 Illinois Real Estate Languers Association	. All rights reserved. Um	authorized durlication	or alteration of this form or any portion	thereof is mobilited Of	ficial form anailable at unum irola a
			ember 2018: Belvidere Board of REALTORS		The state of the s

Address: 6 W Van Buren Street, Oswego, IL 60543



Property Address: \_



## 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.

6 W. Van Buren St.

City,	State &	Zip C	ode:	05 wego IZ 60543
Selle	r's Nan	ne:		Kevin Fitzpatrick
defect the h prosp	y kind l In this a" mea ealth or The sel ective l The sel treet), o	by the s form, ' ns a co r safety ller dis- buyers ler repr or "not	seller or 'aware" ndition of futua closes t may clu- resents t applica	osure of certain conditions of the residential real property listed above in compliance with the Residential Real Property nation is provided as of 3-22 2023. The disclosures herein shall not be deemed warranties any person representing any party in this transaction.  means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material that would have a substantial adverse effect on the value of the residential real property or that would significantly impair to occupants of the residential real property enless the seller reasonably believes that the condition has been corrected, he following information with the knowledge that even though the statements herein are not deemed to be warranties, hose to rely on this information in deciding whether or not and on what terms to purchase the residential real property, hat to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" ble" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not provide an explanation in the additional information area of this form.
	YES	NO	N/A	
1.	1 1	X	1.1174	Seller has occupied the property within the last 12 months.
		-		(If "no," please identify capacity or explain relationship to property.)
				investment bedeuta
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 plurabing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
10.		0.00	100	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.		1		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
14				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.
54	-			I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Commol and Community Protection Act

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Note: These disclosures are not intended to cover the common thements 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 without any specific investigation or inquiry on the part of the	ne information provided is based on the actual notice or actual knowledge of the seller. The seller hereby authorizes any person representing any principal in this remation in the report, to any person in connection with any actual or anticipated
PROSPECTIVE BUYER BEFORE THE SIGNING OF THE C	REQUIRED TO PROVIDE THIS DISCLOSURE REPORT TO THE ONTRACT AND HAS A CONTINUING OBLIGATION, PURSUANT TO ISCLOSURE ACT, TO SUPPLEMENT THIS DISCLOSURE PRIOR TO
Seller: Y J G O	Date: 3/23/2023
C2548E52CCE4477	
Seller:	Date:
THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DE NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRA OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS	MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF FECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOTICE THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO SHOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO CTIVE BUYER IS AWARE THAT THE PROSPECTIVE BUYER MAY ED BY A QUALIFIED PROFESSIONAL.
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;

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

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

(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 bankruptey, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgager to a mortgager 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 assignce 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.

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 affort 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 deedt 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:	Daniel Di Santo - Village adminstrator 20073 Village of Oswego, 1
Seller:	Kevin htzpatick



## 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 Discl	osure (initial each	of the following whi	ch applies	s)
(a)	Elevated radon co are known to be p	oncentrations (above present within the dwe	EPA or IE Iling. (Exp	EMA recommended Radon Action Level) ilain).
(b)	Seller has provide elevated radon co	ed the purchaser with oncentrations within th	the most e dwelling	current records and reports pertaining to
(c)	Seller either has elevated radon co	no knowledge of elevencentrations have be	ated rado en mitigat	on concentrations in the dwelling or prior ed or remediated.
(X + (d))	Seller has no rec dwelling.	cords or reports perta	ining to e	elevated radon concentrations within the
Purebaser's	Acknowledgment (	initial each of the fo	lowing w	hich applies)
DOSVAFU	Purchaser has re	ceived copies of all in	formation	listed above.
A A				on Disclosure Pamphlet.
PT DATE		ial IF APPLICABLE)		*
San				and the second second second
_ <u></u>	Agent has informed	ed the seller of the se	ller's oblig	ations under Illinois law.
Certification	of Accuracy			
The following her knowledge	parties have review	ved the information alon he or she has provi	ove and ded is true	each party certifies, to the best of his or and accurate.
Seller \	P.U.O.O.			3/23/2023
Seller C2548E5	52CCE4477	***********		
<u> </u>	ocusigned by.	44.0	Date	7/7/2022
	will 1/1 Sauto - 1	Village administrato	r pane <u>/ill</u>	age of beswegs,
Purchaser	0EUA04577BD442		Date	
Agent	40	ett	Date	3-22-23
Agent	109		Date	7/7/23
Prope	erty Address:	la W. Va	n Bur	en St.
City, S	State, Zip Code:	DSWess	IL	60543
		U		



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



1/1

**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 tearning 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 Addr	ress: 6 W. Van Bure	St. DSwego IZ 60543
Seller's Disclo	osure (Initial)	
K (a) Pre	esence of lead-based paint and/or lead-based pain	t hazards (check one below):
0	Known lead-based paint and/or lead-based pain	hazards are present in the housing (explain):
110	Seller has no knowledge of lead-based paint and	
(b) Re	cords and Reports available to the seller (check or	
	Seller has provided the purchaser with all availa lead-based paint hazards in the housing (list doo	ble records and reports pertaining to lead-based paint and/or cuments below):
瑶	Seller has no reports or records pertaining to lea housing.	id-based paint and/or lead-based paint hazards in the
Purchaser's A	Acknowledgment (initial)	
-DUS YEFFEL	rchaser has received copies of all information liste	d above.
POSTUBRIL	To the ser has received the pamphlet Protect Your F	amily From Lead in Your Home.
DOSVERPLA	rchaser has (check one below):	dining ( rom 2002 in 100) to the
		eed upon period) to conduct a risk assessment or inspection and paint hazards; or
×	Waived the opportunity to conduct a risk asset and/or lead-based paint hazards.	essment or inspection for the presence of lead-based paint
Agent's Ackn	owledgment (initial)	
JB(n) Ag	gent has informed the seller of the seller's ob esponsibility to ensure compliance.	ligations under 42 U.S.C. 4852d and is aware of his/her
Certification of	of Accuracy	
The following   have provided	parties have reviewed the information above and a is true and accurate.	certify to the best of their knowledge, that the information they
Se le)	<u>Ω Ω Ω Date 3/23/2023</u>	PurchasePaniel Di Santo - VIll Davell AMIBSPrator for
SellerCZ546E62C0	Date	Purchaser Date
Agent	1 Janet Date 3-223	Agent John Date 7/7/35
(This disclosure FORM 420 (05/20	form should be attached to the Contract to Purchase.)	1/0

#### SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I. Tina Touchette, Village Clerk of the Village of Oswego, have made, constituted and appointed and BY THESE PRESENTS, do make. constitute and appoint Gregory W. Jones, Ancel Glink, P.C., 140 S. Dearborn Street, 6th Floor, Chicago, Illinois 60603, my true and lawful attorney for me and in my name, place and stead to execute any and all documents necessary in order to consummate the purchase and acquisition of the property commonly known as: 6 and 12 W. Van Buren Street, Oswego, Illinois 60543, and legally described in Exhibit A attached hereto and made part hereof, giving and

granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever. requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present at the doing thereof, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 18th day of July . 2023.

Village of Oswego

Tina Touchette
Village Clerk

SUBSCRIBED and SWORN to before me this 18th day of July . 2023.



The undersigned witness certifies that **Tina Touchette**, **Village Clerk**, known to me to be the same person whose name is subscribed as principal to the foregoing Power of Attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe the principal to be of sound mind and memory.

Dated this 18th day of July . 2023.

Witness

#### Attachment E

#### Exhibit A

#### Legal Description

[insert]

P.I.Ns.: 03-17-310-009

03-17-310-010

Addresses:

6 W. Van Buren Street, Oswego, Illinois 60543 12 W. Van Buren Street, Oswego, Illinois 60543

#### SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, Ryan Kauffman, Village President of the Village of Oswego, have made, constituted and appointed and BY THESE PRESENTS, do make, constitute and appoint Gregory W. Jones, Ancel Glink, P.C., 140 S. Dearborn Street, 6th Floor, Chicago, Illinois 60603, my true and lawful attorney for me and in my name, place and stead to execute any and all documents necessary in order to consummate the purchase and acquisition of the property commonly known as: 6 and 12 W. Van Buren Street, Oswego, Illinois 60543, and legally described in Exhibit A attached hereto and made part hereof, giving and

granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present at the doing thereof, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\(\frac{810}{100}\) day of \_\(\frac{100}{100}\) uly \_\_\_\_\_. 2023

Village of Oswego

Ryan Kauffman Village President

promone	TINA TOUCHETTE
1900	OCCIOIAL SEAL
HOTARY PUBLIC	Notary Public - State of Illinois My Commission Expires
STATE OF	November 05, 2024

The undersigned witness certifies that **Ryan Kauffman**, **Village President**, known to me to be the same person whose name is subscribed as principal to the foregoing Power of Attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal. for the uses and purposes therein set forth. I believe the principal to be of sound mind and memory.

Dated this 18th day of July . 2023.

Parula Kuy Witness

#### Exhibit A

#### **Legal Description**

[insert]

03-17-310-009 P.I.Ns.:

03-17-310-010

6 W. Van Buren Street, Oswego, Illinois 60543 12 W. Van Buren Street, Oswego, Illinois 60543 Addresses:

#### SPECIAL POWER OF ATTORNEY

know all Men By These Presents that I. Daniel Di Santo, Village Administrator of the Village of Oswego, have made, constituted and appointed and By These Presents, do make, constitute and appoint Gregory W. Jones, Ancel Glink, P.C., 140 S. Dearborn Street, 6th Floor, Chicago, Illinois 60603, my true and lawful attorney for me and in my name, place and stead to execute any and all documents necessary in order to consummate the purchase and acquisition of the property commonly known as: 6 and 12 W. Van Buren Street, Oswego, Illinois 60543, and legally described in Exhibit A attached hereto and made part hereof, giving and

granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present at the doing thereof, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this day of JUY . 2023.

Village of Oswego

Daniel Di Santo Village Administrator

SUBSCRIBED and SWORN to before me this / Striday of Lucy . 2023.

Twi Touchette

NOTARY PUBLIC



The undersigned witness certifies that **Daniel Di Santo, Village Administrator,** known to me to be the same person whose name is subscribed as principal to the foregoing Power of Attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe the principal to be of sound mind and memory.

Dated this 18 m day of July 2023.

Parula Kux Witness

#### Exhibit A

#### **Legal Description**

[insert]

P.I.Ns.:

03-17-310-009

03-17-310-010

Addresses:

6 W. Van Buren Street, Oswego, Illinois 60543 12 W. Van Buren Street, Oswego, Illinois 60543

#### VILLAGE OF OSWEGO KENDALL AND WILL COUNTIES, ILLINOIS

#### **ORDINANCE NO. 23 - 51**

ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH FITZPATRICK PROPERTIES, LLC FOR CERTAIN PROPERTY LOCATED AT 12 W. VAN BUREN STREET, OSWEGO, ILLINOIS

# ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO

This 18th day of July 2023

Prepared by and Return to: Village of Oswego 100 Parkers Mill Oswego, IL 60543

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Oswego on July 19, 2023.

#### **ORDINANCE NO. 23 - 51**

### ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH FITZPATRICK PROPERTIES, LLC FOR CERTAIN PROPERTY LOCATED AT 12 W. VAN BUREN STREET, OSWEGO, ILLINOIS

WHEREAS, the Village of Oswego ("Village") has a population of more than 25,000 and is therefore a "Home Rule Unit" under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4(b), (c)) ("Act") authorizes the Village to make and enter into all contracts necessary or incidental to implement and further the Village's redevelopment plan and project for the Main Street / Washington Street Redevelopment Project Area ("TIF District"); and

WHEREAS, the Act authorizes the Village to acquire real property located in the TIF District in such manner and at such price as the Village deems reasonably necessary to achieve the objectives of the redevelopment plan and project; and

WHEREAS, Fitzpatrick Properties, LLC, an Illinois limited liability company ("Fitzpatrick"), owns certain property located in the TIF District commonly known as 12 W. Van Buren Street, Oswego, Illinois ("Subject Property"); and

WHEREAS, the Village wishes to acquire the Subject Property to advance the TIF District's objectives; and

WHEREAS, the Village and the Fitzpatrick wish to approve a purchase and sale agreement ("Agreement") if the form attached as <a href="Exhibit A">Exhibit A</a> to memorialize the terms of the Village's purchase of the Subject Property from Fitzpatrick.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES,

ILLINOIS, in exercise of its home rule powers, as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals set forth above and all exhibits attached to this Ordinance are incorporated here by reference.

SECTION 2. AGREEMENT APPROVED; EXECUTION RATIFIED. The Village Administrator and Village Clerk are hereby authorized and directed to execute and enter into the Agreement on the Village's behalf, and the Village Administrator is hereby authorized and directed to take all steps necessary to implement the Agreement's terms. All actions taken prior to this Ordinance's effective Date by the Village Administrator concerning the Agreement are hereby ratified.

**SECTION 3. REPEALER.** All resolutions or ordinances or parts thereof in conflict with any of the provisions of this Ordinance shall be, and the same hereby repealed.

**SECTION 4. SEVERABILITY.** This Ordinance and every provision thereof shall be considered severable. If any part, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the remaining sections, subsections and clauses shall not be affected thereby.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

[Signature page follows]

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 18<sup>th</sup> day of July 2023.

TOM GUIST	AYE	JENNIFER JONES SINNOTT	<u>AYE</u>
KIT KUHRT	AYE	KARIN MCCARTHY-LANGE	<u>AYE</u>
KAREN NOVY	AYE	ANDREW TORRES	AYE

**APPROVED** by me, Ryan Kauffman, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 18<sup>th</sup> day of July 2023.

RYAN KAUFFMAN, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS )
SS
COUNTY OF KENDALL)

### CLERK'S CERTIFICATE (ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

### ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH FITZPATRICK PROPERTIES, LLC FOR CERTAIN PROPERTY LOCATED AT 12 W. VAN BUREN STREET, OSWEGO, ILLINOIS

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 18<sup>th</sup> day of July 2023, approved by the Village President on the 18<sup>th</sup> day of July 2023 and thereafter published in pamphlet form to the extent required by law.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of July 2023.

CORPORATE SCALE OUNTY, ILLINGUIS

Tina Touchette, Village Clerk Village of Oswego

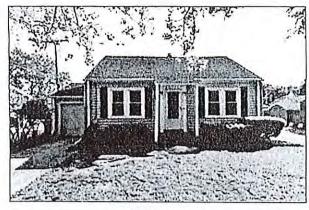
suchetto

#### Exhibit A

#### Purchase and Sale Agreement for 12 W. Van Buren Street, Oswego, Illinois

[Attached]

4812-4012-5783, v. 1



Wirtual Tour

ML5 #: 11743848 List Date: 05/22/2023 List Price: \$240,000 Orig List Price: \$250,000 **Detached Single** Status: ACTV Area: 543 List Dt Rec: 05/22/2023 Sold Price: Address: 12 W Van Buren St , Oswego, IL 60543
Directions: Washington street to S Madison street go right to W Van Buren
Street Sold by Mkt. Time (Lst./Tot.): 45/45 Closed: Contract: Concessions Off Market: Financing: Contingency: Year Built: 1900 Blt Before 78: Yes Curr. Leased: No Dimensions: 50X135 Ownership: Fee Subdivision: Model: Simple Corp Limits: Oswego County: Kendall

Township: Oswego

Bathrooms 1 / 0 (full/half): Master Bath: None Bsmnt, Bath: No

# Spaces: Gar:1 Parking Incl. In Price:

Parking: Garage

# Fireplaces:

Remarks: This sweet home in downtown Oswego is MOVE IN READY! New paint throughout the home, floor to ceiling! Step into the foyer and notice the brand new floors at the front door. There is a large front room with warm wood paneling and newer floors. The kitchen is adorable, freshly painted cabinets, new hardware, brand new flooring and a plant ledge in the sunny window. There is a 1st floor bedroom with a full bath. The upstairs has brand new carpet, fresh paint and 2 bedrooms with nice-sized closets. This home also features a full basement with a laundry room and great potential for finishing. There is an attached 1 car garage and a darling yard full of mature trees and landscaping. All within walking distance to quaint downtown Oswego and miles of biking and walking trails lining the Fox River. Such a great home!

Coordinates:

Rooms: 5

Bedrooms: 3 Basement: Full

Mobility Score: >

School Data Elementary: (308) Junior High: Oswego (308) High School: Oswego (308)

Assessments Amount: Frequency: Not Applicable

Special Assessments: No Special Service Area: No Master Association:

Master Assc. Freq.: Not Required

Tax Amount: \$4,112 PIN: 0317310009 Mult PINs: No

Tax Year: 2021 Tax Exmps: None

Miscellaneous Waterfront: No Appx SF: 1100\*\* SF Source: Estimated

Bldg. Assess. SF: Acreage:

Square Footage Comments:

\*\*Level Square Footage Details: Upper Sq Ft: 500, Main Sq Ft: 600, Above Grade Total Sq Ft: 1100, Aprox. Total Finished Sq Ft: 1100, Total Finished/Unfinished Sq Ft: 1100

Room Name Size Flooring Level Win Trmt Room Name Size Master Bedroom 10X10 Level Main Level Flooring Win Trmt Living Room 25X11 Main Level Wood Laminate Wood Laminate Dining Room Kitchen 10X8 Not Applicable Main Level 2nd Bedroom 20X10 2nd Level Carpet Vinyl 3rd Bedroom 14X10 2nd Level Carpet Family Room Not Applicable 4th Bedroom Not Applicable Laundry Room 9X9 Basement

Interior Property Features: Exterior Property Features

Age: 100+ Years, Rehab in 2022

Type: 1.5 Story Style: Traditional Exterior: Vinyl Siding Air Cond: Central Air

Heating: Gas Kitchen: Appliances: Oven/Range, Refrigerator

Dining: Combined w/ LivRm Attic:

Basement Details: Unfinished Bath Amn:

Fireplace Details: Fireplace Location: Electricity: Equipment: Other Structures: Door Features: Window Features: Gas Supplier: Nicor Gas

Electric Supplier: Commonwealth Edison

Laundry Features:

Additional Rooms: No additional rooms Garage Ownership: N/A

Garage On Site: Yes Garage Type: Attached Garage Details:

Parking Ownership: Parking On Site: Parking Details: Driveway: Asphalt

Foundation: Exst Bas/Fnd: Disability Access: No Disability Details:

Exposure: Lot Size: Less Than .25 Acre

Lot Size Source: Lot Desc:

Roof: Asphalt/Glass (Shingles) Sewer: Sewer-Public

Water: Public Const Opts:

General Info: School Bus Service

Amenities: Asmt Incl: None HERS Index Score: Green Disci: Green Rating Source: Green Feats:

Sale Terms:

Possession: Closing Occ. Date:

Rural: No Vacant: No Relist: Zero Lot Line:

Broker Private Remarks: Agents, please note there are currently no exemptions on the taxes. Remarks on Internet?: Yes

Internet Listing: Yes VOW AVM: Yes Listing Type: Exclusive Right to Sell Buyer Ag. Comp.: 2.0%-\$250 (% of Net Sale

Price)

VOW Comments/Reviews: Yes Holds Earnest Money: Yes Addl. Sales Info.: None

Addr on Internet?: Yes Broker Notices; Lock Box: Sentrilock (Located at Front)

Special Comp Info: None

Showing Inst: Call Showing Time 855-746-9093 for all showings.

Cont. to Show?:

Expiration Date:

Mgmnt. Co:

Contact Name: Ph #:

Phone Broker Owned/Interest: No

Owner: of record

More Agent Contact Info:

Broker: RE/MAX Excels (30) / (630) 208-7400 List Broker: Jennifer Bennett (607) / (630) 262-6505 / jenniferbennett7@msn.com CoList Broker:

Copyright 2023 MRED LLC - The accuracy of all information, regardless of source, including but not limited to square footages and lot sizes, is deemed reliable but not guaranteed and should be personally verified through personal inspection by and/or with the appropriate professionals.

NOTICE: Many homes contain recording devices, and buyers should be aware that they may be recorded during a showing.



### **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 CE CECCO
3	Seller Name(s) [PLEASE PRINT] Fitzpatrick Properties, LLC
	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 Less Than .25 Acre commonly known as:
8	12 W Van Buren Street Oswego IL 60543 Kendali
	Address Unit # (If applicable) City State Zip County
10	Permanent Index Number(s): 0317310009 ☐ 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.
	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]:
	X_ Refrigerator Wine/Beverage Refrigerator Light Fixtures, as they exist Fireplace Gas Log(s)
	X Oven/Range/Stove Sump Pump(s) Built-in or attached shelvingSmoke Detectors
21	MicrowaveWater Softener (unless rented)All Window Treatments & HardwareCarbon Monoxide Detectors
22	Dishwasher
23	Garbage DisposalCentral HumidifierWall Mounted Brackets (AV/TV)Garage Door Opener(s)
24	Trash Compactor Central Vac & Equipment Security System(s) (unless rented) with all Transmitters
25	
26	
27 28	Attached Gas Grill Window Air Conditioner(s) Backup Generator System Planted Vegetation Water Heater Ceiling Fan(s) Fireplace Screens/Doors/Grates Hardscape
	_ water reaction
29	Items Not Included:
34	Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
31	operating condition at Possession except:
32	A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
33	regardless of age, and does not constitute a threat to health or safety.
34	If Home Warranty applies, check here $\Box$ and complete Optional Paragraph 32.
00	그러나 하는 일반 하는 사람들이 아이들이 아이들이 아이들이 되었다. 그는 그리는 그리는 그리는 그리는 그리는 그리고 있는 그리고 있다면 그를 가게 하면 바라가지 않는 것이 되었다. 그는 그리고 있다.
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37	트바이크로 1000년 1000년 1000년 1200년
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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 3
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	Address: 12 W. Van Buren Street, Oswego, IL 60543
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45 46 47 48	[CHECK ONE]: ☑ Seller's Brokerage; □ Buyer's Brokerage; □ As otherwise agreed by the Parties, as "Escrowee."  In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.  c) BALANCE DUE AT CLOSING: The Balance Due at Closing shall be the Purchase Price, plus or minus prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.
49 50 51	writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
52 53 54	
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	I will buy or the local or the
59	approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
61	as follows: [CHECK ONE] ☐ fixed; ☐ adjustable; [CHECK ONE] ☐ conventional; ☐ FHA; ☐ VA; ☐ USDA; ☐ other loan for % of the Purchase Price, plus private mortgage insurance (PMI),
	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
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68	The state of the s
69 70	o Province of Such tour approval, this Contract Shall tentall
72	Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan 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
	Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.
84 85	DDSVLFVOO(b) CASH TRANSACTION WITH NO MORTGAGE: [ALL CASH] If this selection is made, Buyer will pay
86	at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, 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
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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
	has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97	
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
	Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. 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 at Closing shall constitute a material breach of this Contract by Buyer.
	Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
	to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. Unless otherwise
	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;
	[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
	be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
	rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
	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
	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
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125	그는 사람들은 그는 사람들은 사람들은 사람들이 가장 아름다면 가장 아름다면 하는데 하는데 하는데 하는데 하는데 하는데 나를 하는데 하는데 하는데 하는데 하는데 하는데 하는데 하는데 하는데 나를 하는데
126	이는 사람이 있다면 사람이 나타지면 가게 되었다면 가게 되었다. 아이를 하게 되었다면 이 경기에 되었다면 하는 사람들이 되었다. 그리고 아이들이 나를 하게 되었다면 하는 것이 없다면 하는데 하는데 그렇다면 그렇다면 하는데
127	entity, before or after Closing, to preserve said exemption(s). The proration shall not include exemptions to
128	그는 그들이 살았다면 했다고요. 다양이 다양이 나는 나는 아이들이 되었다면 하나 아이들이 살아 보는 아이들이 살아 아이들이 얼마를 살아 아이들이 얼마를 살아 먹는데 얼마를 하는데 그렇게 되었다.
129	b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
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	Address: 12 W. Van Buren Street, Oswego, IL 60543  Seller Initial Se
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- c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be 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

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- b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal is not a counteroffer. 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 proposed modifications, either Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or
- d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.

  Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain 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] DISULT OF Buyer acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of 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.
  - a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition, and therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health 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 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return 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 176 inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days 177 for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. Buyer shall not send 178 any portion of the inspection report with the Notice provided under this subparagraph unless such 179 inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney. If 180 after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by 181 the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by 182 serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated. 183
- 184 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection 185 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within 186 five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not 187 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.
- 191 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.
- 197 14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is
  198 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
  199 Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is
  200 later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
  201 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.
- 202 **15. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS:** [IF APPLICABLE] The Parties agree that the terms 203 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting 204 terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest 205 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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- Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or 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.
- 16. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

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

- a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a preclosing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.
- b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement 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 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing. 250 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments. If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy. 261
- 262 19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

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to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall
include the following statement placed near the professional land surveyor's seal and signature: "This professional
service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
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:
  - a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;

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290 c) boundary line disputes;

Seller further represents that:

- d) any pending condemnation or Eminent Domain proceeding;
- e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
  - 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.

297 [INTIALS] WS OUT OF A 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 [INTIALS] WS OF There [CHECK ONE] are are not improvements to the Real Estate which are eligible 300 for the horfite improvement tax exemption.
301 [INTIALS] WS OF There [CHECK ONE] is is not an unconfirmed pending special assessment affecting

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

Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of 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.
- 24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays.
  Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
  described in this Contract does not fall on a Business Day, such date shall be the next Business Day.
- 25. ELECTRONIC OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format") 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 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of competent jurisdiction."
- In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may elect to proceed as follows:
  - a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
  - b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader action.
- 27. NOTICE: Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to 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			
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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.
- 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.
- 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.

370 THE	FOLLOWING NUMB	ERED PARAGRAPHS	ARE A PART OF	THIS CONTRACT O	NLY IF INITIALED BY	/ THE PARTIES
---------	----------------	-----------------	---------------	-----------------	---------------------	---------------

		nd specifically co	ensent to Licensee acting		l Agent in providing br ith regard to the trans	
	ontract.				9	
		30. SALE	OF BUYER'S REAL EST	ATE:		
a)	REPRI	ESENTATIONS AB	BOUT BUYER'S REAL ES	STATE: Buyer repre	sents to Seller as follow	s:
1)		owns real estate (	(hereinafter referred to a	as "Buyer's real esta	te") with the address o	f: 
Addres	68			City	State	Zip
2 3 3 5 3) 3 7 4)	b) c) Buyer and in If Buy listing	[CHECK ONE] CENTER ONE] CENTECK ONE	not publicly listed for	real estate sale contineal estate closing contineal estate closing contents and state and sale with a licensed resusiness Days after I	ngency. Intingency. Ite for sale with a licens I real estate broker and I estate broker who wo	d in a local multipl
2		Broker's Addres			Phone:	
	Initial	DOSVAFAGGA,	end to list said real estate  initial Street, Oswego, II	Seller	InitialSelle	r Initial ( )

 Attachment E

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.)
- 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 12 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.
- 437 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

Buyer Initial DDS VAFBUJE Initial	200		( ) ( )
	Seller Initial	Seller Initial	KŦ
Address: 12 W. Van Buren Street, Oswego, IL 60543			υ7.0
Page 10 of 13			-15.6

Page 11 of 13

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	
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	
	\$ Evidence of a fully pre-paid policy shall be delivered at Closing.
	33. WELL OR SANITARY SYSTEM INSPECTIONS: Seller shall obtain at Seller's expense a well
	water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
	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
	that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller
	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
	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
	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	
480	the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and
	os
	Buyer Initial DISULFBUSE Initial Seller Initial Seller Initial Seller Initial Seller Initial 770
	Address 12 W Van Buron Street Ochogo II 605/3

481 482		after delivery of Possession and provided t			
483	been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow objects referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.				
483 484 485 486 487 488 489 490 491 492 493 494 495	condition as of the Date of Offer. Buy to the condition of the Real Estate hadefects, if any, disclosed by Seller. Buy event, Seller shall make the Real Estate and hold Seller harmless from and ag performing any inspection. In the event buyer and Buyer so notifies Seller null and void. Buyer's notice SHALI to send the inspection report to Sellet to conduct said inspection operates a	herein shall be deemed to create a Landlord/Te DITION: This Contract is for the sale and pur- er acknowledges that no representations, we ave been made by Seller or Seller's Designa- tyer may conduct at Buyer's expense such a every expense such a super super such a super such a super super such a example to Buyer's inspector at reasonable ainst any loss or damage caused by the acts and the inspection reveals that the condition of within five (5) Business Days after Date of a NOT include a copy of the inspection reports are absent Seller's written request for same, as a waiver of Buyer's right to terminate this arce and effect. Buyer acknowledges that the	chase of the Real Estate in its "As Is" arranties or guarantees with respect ated Agent other than those known inspections as Buyer desires. In that e times. Buyer shall indemnify Seller of negligence of Buyer or any person in of the Real Estate is unacceptable of Acceptance, this Contract shall be ort, and Buyer shall not be obligated. Failure of Buyer to notify Seller or a Contract under this paragraph and		
496		o not apply to this Contract. Nothing in this			
497	아이들의 그렇게 하셨습니다. 아이들이 그리면 어느 아이들은 그들은 아이들의 그렇게 되었다면 하는데 아이들이 아이들이 아이들이 아이들이 아이들이 아이들이 아이들이 아이들				
498		PARTY APPROVAL: This Contract is contin	•		
499 500 501 502	within the time specified, this Contra	Buyer's Specified Party, wi specified Party does not approve of the Rea act shall be null and void. If Notice is not so the Parties and this Contract shall remain i	erved within the time specified, this		
503	DOSVERVOOL X38 ATTACHMEN	ITS: The following attachments, if any, are h	ereby incorporated into this Contract		
504 505	[IDENTIFY BY TITLE]: BOUT 6 & 12	W. Van Buren Must Be Purchase ( pplies to Purchase of Both Prope	@ Same Time by Buyer &		
506		EOUS PROVISIONS: Buyer's and Seller's o			
507 508	Parties entering into a separate writte	en agreement consistent with the terms and deem necessary, providing for one or more of the	conditions set forth herein, and with		
509	☐ Articles of Agreement for Deed	☐ Assumption of Seller's Mortgage	☐ Commercial/Investment		
510	or Purchase Money Mortgage	☐ Cooperative Apartment	☐ New Construction		
511	☐ Short Sale	☐ Tax-Deferred Exchange	☐ Vacant Land		
512	☐ Multi-Unit (4 Units or fewer)	☐ Interest Bearing Account	☐ Lease Purchase		

13 THE PARTIES ACKNOWLEDGE THAT TH 14 COVENANT OF GOOD FAITH AND FAIR I	보고 그런 및 1902년 1일 개교 내일을 입니다 2007 (1907년 1907년 1907년		ATE OF ILLINOIS	AND IS SUBJECT TO TH	
15 THIS DOCUMENT WILL BECOME A LEGALL	THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.				
16 THE PARTIES REPRESENT THAT THE TI		FORM HAS NOT BEEN ALTERED AT 7/7/2023	ND IS IDENTICAL	TO THE OFFICIAL MULT	
18 7/5/23					
19 Date 8 Offer		DATE OF ACCEPTANCE			
20 Daniel Di Santo - Village Ad	munistrator for Village	of Buego, IL			
2 Boyer Signature	(	Seller Stratture			
22		N-7400			
23 Buyer Signature	V.	Scilersignante			
24 VILZMAK OK OSW	<u> </u>		-	****	
25 Print Buyer(s) Name(s) [REQUIRED]		Print Seller(s) Name(s) [REQUIRE	<b>o</b> ]		
26 100 TATCKERS MILL					
27 Address [REQUIRED] L (2054)	5	Address [REQUIRED]			
29 City, State, Zip [REQUIRED]		City, State, Zip [REQUIRED]			
30					
31 Phone E-mail		Phone	E-mail		
32	FOR INFO	DRMATION ONLY			
33 john greene Realtor 23	3279 477011191	RE/MAX Excels	30	478009404	
A CANADA CONTRACTOR OF THE CON	ILS # State License #	Seller's Brokerage	MLS#	State License #	
	swego 60543	1772 South Randall Rd Suite 100	The state of the s	60134	
	ity Zip	Address	City	Zip	
	15497 475124419	Jennifer Bennett	607	475136789	
	LS# State License#	Seller's Designated Agent	MLS#	State License #	
39 (630) 554-4400		(630) 262-6505		30) 208-9260	
40 Phone	Fax	Phone		Fax	
41 TerryAnderson@johngreen	erealtor.com	jenniferbennett7@msn.	com		
42 E-mail		E-mail 0			
43 GREE LOVES GLONES	BANCELGLUK.COM	4 Kon Hem			
44 Buyer's Attorney E-mail		Seller's Attorney	E-mail		
45 140 S. DEMERSON ST.	HICAGO IL 6060	3 Hem 0	ashlaw	.net	
46 Address City	State Zip	Address	City	State Zip	
47 310-785-766		636-892	-1468		
48 Phone	Fax	Phone		Fax	
49 NONE - CASH TRANSACTIO					
50 Mortgage Company 51 NONE - CASH TRANSACTION -	Phone	Homeowner's/Condo Association	n (if any)	Phone	
552 Loan Officer	Phone/Fax	Management Co./Other Contact		Phone	
53					
54 Loan Officer E-mail		Management Co./Other Contact	E-mail		
55 Illinois Real Estate License Law require	e all offers he procented in a	timely manner Byyer recycle y	rifaction that thi	a offersume suscented	
Illinois Real Estate License Law requires all offers be presented in a timely manner, Buyer requests verification that this offer was presented.  Seller rejection: This offer was presented to Seller on, 20 at: a.m./p.m. and rejected on					
557, 20 at: a.m./p.r			p.m. and rejected		
58 © 2018 Illinois Real Estate Lawyers Association. All righ 59 (website of Illinois Real Estate Lawyers Association). Appr	is reserved. Unauthorized duplication oved by the following organizations. De-	or alteration of this form or any portion then	eof is prohibited. Officia	al form available at www.irela.org	
OU DuPage County Bar Association Heartland REALTOR	B Organization · Grundy County Bar A.	ssociation · Hometown Association of REALTORS	8 · Illinois Real Estate L	auvers Association · Illini Valley	
PO 1 Association of REALTORS . Kane County Bar Associati	on · Kankakee-Iroquois-Ford County Ass	ociation of REALTORSB · Mainstreet Organizati	on of REALTORSO · M	Henry County Bar Association .	
62 North Shore-Barrington Association of REALTORS® · N 63 the Fox Valley, Inc. · Three Rivers Association of REALTO	DEC MILION DE ASSOCIATION NOTHE	wasi Suburban bar Association · Oak Park Area I	association of KEALTON	SW · KEALIUKW Association	





## 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.

	eny Ac			12 W. Van Buren St.		
City, State & Zip Code:		ode: _	DSWego IZ 60543			
Seller's Name:				Kevix Fitzpatrick		
of an defective herosp	y kind In this to mean the sell the sel	by the s form, " ms a con r safety ller disc buyers ller repr or "not	eller or aware" adition of future closes t may ch esents t applier	losure of certain conditions of the residential real property listed above in compliance with the Residential Real Property mation is provided as of		
	YES		N/A			
١.	_	V		Seller has occupied the property within the last 12 months.		
				(If "no," please identify capacity or explain relationship to property.)		
				investment property		
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.	70.			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		
10.				treatment system, sprinkler system, and swimming pool).		
11.	-	_	_	I am aware of material defects in the well or well equipment.		
12.	_		_	I am aware of unsafe conditions in the drinking water.		
13.	_	-	_	I am aware of material defects in the heating, air conditioning, or ventilating systems.		
14.	_	-	_	I am aware of material defects in the fireplace or wood burning stove.		
15.	-		_	I am aware of material defects in the septic, sanitary sewer, or other disposal system.		
16.	_	-	-	I am aware of unsafe concentrations of radon on the premises.		
		-	_	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.	0.00			I am aware of current infestations of termites or other wood baring insects.		
20.			_	I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.		
21.	-		_	Lam 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		
30	_		_	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		

Attachment E 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. Docusigned by: Seller: Seller: 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. Daniel Di Santo - Village adminstrator for Village Defre 036 2073 -C0EDA04577BD442...

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.

Date: \_\_

Prospective Buyer:

DocuSign Envelope ID: 8908F8B0-099A-428D-965D-87EC575AE9F6

#### 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;

il. a beneficiary of a trust:

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

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

"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

(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 mortgager 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,

(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

DDSVAFVOOR 12 4

DocuSign Envelope ID: 8908F8B0-099A-428D-965D-87EC575AE9F6

Attachment E

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.

	Doodolyllea by.		
Date provided to Buyer	: Daniel Di Santo - Ville COEDA04577B14/2	age adminstrator for	Village of Oswego, 16
Seller	—C0EDA04577BR412	Fitz amink	
	. 100 141	- I Lepatrich	_



#### 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 Ernergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon lest performed prior to purchase or taking occupancy, and miligated 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)  ———————————————————————————————————	
are known to be present within the dwelling. (Explain).  (b) Seller has provided the purchaser with the most current records and reports pertain	
	ng to
(1, 1)	
Seller either has no knowledge of elevated radon concentrations in the dwelling or elevated radon concentrations have been mitigated or remediated.	prior
Seller has no records or reports pertaining to elevated radon concentrations within dwelling.	the
Purchaser's Acknowledgment (initial each of the following which applies)	
(e) Furchaser has received copies of all information listed above.	
Will Furchaser has received the IEMA approved Radon Disclosure Pamphlet.	
Agent's Acknowledgement (initial IF APPLICABLE)	
(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 her knowledge that the information he or she has provided is true and accurate.	is or
Seller 1/27.4.00c Date 3/21/2023	
Seller Docustigned by:	_
Purchaser Daniel Di Santo - Village administrator Gen Villago / of OBSWego, 11	_
Purchaser Date	
Agent	_
Agent Date	
Property Address: 12 W. Van Bursen St.	_
City, State, Zip Code: OSuego The Gos 43	-
FORM 422 (05/2019) COPYRIGHT ILLINOIS REALTORS <sup>9</sup>	_



## 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 A	iddress: 12 w. Van Buren St. Osuxgo II 60543
Beller's Di	sclosure (initial)
区类	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):
K 4(b)	Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  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.
195V(8)	S Acknowledgment (initial) Purchaser has received copies of all information listed above. Purchaser has received the pamphlet <i>Protect Your Family From Lead in Your Home</i> . 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 Ac	knowledgment (initial)
3	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	on of Accuracy
The following have proxim	ng parties have reviewed the information above and certify to the best of their knowledge, that the information they ad is true and accurate.
Sele)	Date 3/21/2023 Purchaser Daniel Di Santo - VIDate 16/2023 trator for VI
Seller	Date Purchaser Date
Agent	11 Date 3-22-23 Agent 0 P Date 7/6/23
(This disclose	ure form should be attached to the Contract to Purchase )

(This disclosure form should be attached to the Contract to Purchase.) FORM 420 (05/2019) COPYRIGHT ILLINOIS REALTORS?

#### SPECIAL POWER OF ATTORNEY

know all men by these presents that I. Tina Touchette, Village Clerk of the Village of Oswego, have made, constituted and appointed and BY THESE PRESENTS, do make, constitute and appoint Gregory W. Jones, Ancel Glink, P.C., 140 S. Dearborn Street, 6th Floor, Chicago, Illinois 60603, my true and lawful attorney for me and in my name, place and stead to execute any and all documents necessary in order to consummate the purchase and acquisition of the property commonly known as: 6 and 12 W. Van Buren Street, Oswego, Illinois 60543, and legally described in Exhibit A attached hereto and made part hereof, giving and

granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present at the doing thereof, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

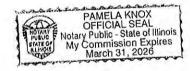
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 18th day of July , 2023.

Village of Oswego

Tina Touchette
Village Clerk

SUBSCRIBED and SWORN to before me this 18th day of July . 2023.

NOTARY PUBLIC



The undersigned witness certifies that **Tina Touchette**, **Village Clerk**, known to me to be the same person whose name is subscribed as principal to the foregoing Power of Attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe the principal to be of sound mind and memory.

Dated this 18th day of July . 2023.

Witness

#### Exhibit A

#### **Legal Description**

[insert]

P.I.Ns.: 03-17-310-009

03-17-310-010

6 W. Van Buren Street, Oswego, Illinois 60543 12 W. Van Buren Street, Oswego, Illinois 60543 Addresses:

#### SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, Ryan Kauffman, Village President of the Village of Oswego, have made, constituted and appointed and BY THESE PRESENTS, do make, constitute and appoint Gregory W. Jones, Ancel Glink, P.C., 140 S. Dearborn Street, 6<sup>th</sup> Floor, Chicago, Illinois 60603, my true and lawful attorney for me and in my name, place and stead to execute any and all documents necessary in order to consummate the purchase and acquisition of the property commonly known as: 6 and 12 W. Van Buren Street, Oswego, Illinois 60543, and legally described in Exhibit A attached hereto and made part hereof, giving and

granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present at the doing thereof, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\(\frac{8 M}{\text{M}}\) day of \_\(\frac{1}{2}\text{ULY}\)\_, 2023.

Village of Oswego

Ryan Kauffman Village President

NOTARY PUBLIC

TINA TOUCHETTE
OFICIAL SEAL
PUBLIC State of Illinois
INTERIOR
My Commission Expires
November 05, 2024

The undersigned witness certifies that **Ryan Kauffman**, **Village President**, known to me to be the same person whose name is subscribed as principal to the foregoing Power of Attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe the principal to be of sound mind and memory.

Dated this 18th day of July . 2023.

Parula Kuy Witness

#### Exhibit A

#### **Legal Description**

[insert]

P.1.Ns.: 03-17-310-009

03-17-310-010

Addresses:

6 W. Van Buren Street, Oswego, Illinois 60543 12 W. Van Buren Street, Oswego, Illinois 60543

#### SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, Daniel Di Santo, Village Administrator of the Village of Oswego, have made, constituted and appointed and BY THESE PRESENTS, do make, constitute and appoint Gregory W. Jones, Ancel Glink, P.C., 140 S. Dearborn Street, 6<sup>th</sup> Floor, Chicago, Illinois 60603, my true and lawful attorney for me and in my name, place and stead to execute any and all documents necessary in order to consummate the purchase and acquisition of the property commonly known as: 6 and 12 W. Van Buren Street, Oswego, Illinois 60543, and legally described in Exhibit A attached hereto and made part hereof, giving and

granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present at the doing thereof, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this day of JVLY \_\_\_\_\_\_\_, 2023.

Village of Oswego

Daniel Di Santo Village Administrator

NOTARY PUBLIC

TARARA C	TINA TOUCHETTE
NOTARY F	OFFICIAL SEAL Notary Public - State of Illinois
STATE OF ILLINOIS	My Commission Expires
AND THE	November 05, 2024

The undersigned witness certifies that **Daniel Di Santo**, **Village Administrator**, known to me to be the same person whose name is subscribed as principal to the foregoing Power of Attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe the principal to be of sound mind and memory.

Dated this 18 M day of July . 2023.

Famula Kux Witness

#### Exhibit A

#### **Legal Description**

[insert]

03-17-310-009 P.I.Ns.:

03-17-310-010

6 W. Van Buren Street, Oswego, Illinois 60543 12 W. Van Buren Street, Oswego, Illinois 60543 Addresses:

#### VILLAGE OF OSWEGO KENDALL AND WILL COUNTIES, ILLINOIS

#### ORDINANCE NO. 23 - 92

ORDINANCE AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PURCHASE AND SALE AGREEMENT WITH FIELD TO BEANS LLC FOR CERTAIN PROPERTY LOCATED EAST OF THE INTERSECTION OF ILLINOIS ROUTE 71 AND WASHINGTON STREET IN OSWEGO, ILLINOIS

# ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO

This 12th day of December 2023

Prepared by and Return to: Village of Oswego 100 Parkers Mill Oswego, IL 60543

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Oswego on December 13, 2023.

#### ORDINANCE NO. 23 - 92

ORDINANCE AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PURCHASE AND SALE AGREEMENT WITH FIELD TO BEANS LLC FOR CERTAIN PROPERTY LOCATED EAST OF THE INTERSECTION OF ILLINOIS ROUTE 71 AND WASHINGTON STREET IN OSWEGO, ILLINOIS

WHEREAS, the Village of Oswego ("Village") has a population of more than 25,000 and is therefore a "Home Rule Unit" under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4(b), (c)) ("Act") authorizes the Village to make and enter into all contracts necessary or incidental to implement and further the Village's redevelopment plan and project for the Main Street / Washington Street Redevelopment Project Area ("TIF District"); and

WHEREAS, the Act authorizes the Village to own, convey, and grant options concerning real property located in the TIF District, subject to the future approval of a redevelopment agreement, and in such manner and at such price as the Village deems reasonably necessary to achieve the objectives of the redevelopment plan and project; and

WHEREAS, the Village owns certain real property in the TIF District containing +/10,514 square feet located east of the intersection of Illinois Route 71 and Washington Street in
Oswego, Illinois ("Subject Property"); and

WHEREAS, on June 27, 2023, the Village approved Ordinance No. 23 - 48 authorizing execution of a Purchase and Sale Agreement with Field To Beans LLC, an Illinois limited liability company ("Developer"), authorizing the Village to convey the Subject Property to the Developer; and

WHEREAS, the Village and the Developer wish to approve a First Amendment to the Purchase and Sale Agreement ("First Amendment") if the form attached as <u>Exhibit A</u> to provide the Developer additional time to pursue regulatory approvals necessary for the Subject Property's redevelopment.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, in exercise of its home rule powers, as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals set forth above and all exhibits attached to this Ordinance are incorporated here by reference.

SECTION 2. AGREEMENT APPROVED. The Village President and Village Clerk are hereby authorized and directed to execute and enter into the First Amendment on the Village's behalf, and the Village Administrator is hereby authorized and directed to take all steps necessary to implement the First Amendment's terms.

**SECTION 3. REPEALER.** All resolutions or ordinances or parts thereof in conflict with any of the provisions of this Ordinance shall be, and the same hereby repealed.

**SECTION 4. SEVERABILITY.** This Ordinance and every provision thereof shall be considered severable. If any part, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the remaining sections, subsections and clauses shall not be affected thereby.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

## [Intentionally left blank]

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 12<sup>th</sup> day of December 2023.

TOM GUIST	<u>AYE</u>	JENNIFER JONES SINNOTT	AYE
KIT KUHRT	AYE	KARIN MCCARTHY-LANGE	<u>AYE</u>
KAREN NOVY	ABSENT	ANDREW TORRES	AYE

**APPROVED** by me, Ryan Kauffman, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 12<sup>th</sup> day of December 2023.

KYAN KAUFFMAN, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS	)	
	)	SS
COUNTY OF KENDALL	)	

#### CLERK'S CERTIFICATE (ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PURCHASE AND SALE AGREEMENT WITH FIELD TO BEANS LLC FOR CERTAIN PROPERTY LOCATED EAST OF THE INTERSECTION OF ILLINOIS ROUTE 71 AND WASHINGTON STREET IN OSWEGO, ILLINOIS

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 12<sup>th</sup> day of December 2023, approved by the Village President on the 12<sup>th</sup> day of December 2023, and thereafter published in pamphlet form to the extent required by law.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of December 2023.

Tina Touchette, Village Clerk
Village of Oswego

## Exhibit A

## First Amendment to Purchase and Sale Agreement

[Attached]

4812-4012-5783, v. 1

## FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("First Amendment") is made and entered into this 12 day of December, 2023 between the VILLAGE OF OSWEGO, an Illinois municipal corporation and home rule unit of local government with offices located at 100 Parkers Mill, Oswego, Illinois ("Seller"), and FIELD TO BEANS LLC, an Illinois limited liability company with offices located at 2807 Yosemite Drive, Aurora, Illinois ("Purchaser") (collectively, the Seller and Purchaser are the "Parties" and, sometimes, individually, a "Party").

#### RECITALS

- A. On June 27, 2023, the Seller passed Ordinance No. 23-48 approving a Purchase and Sale Agreement ("**Agreement**") between the Parties relating to certain real property containing +/-10,514 square feet located east of the intersection of Illinois Route 71 and Washington Street in Oswego, Illinois, which property is legally described and depicted in <u>Exhibit A</u> ("**Property**")
- B. The Parties wish to amend the Agreement to extend the duration of the Inspection Period to allow the Purchaser additional time to finalize the Development's design and pursue the necessary regulatory approvals for the Development.
- **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:
- 1. <u>Recitals Incorporated</u>. The foregoing recitals are incorporated as though fully set forth in this Section 1. All exhibits attached to this First Amendment are incorporated by this reference.
- 2. <u>Capitalized Terms; Conflict</u>. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Agreement. In the event of any conflict between the terms and conditions hereof and those set forth in the Agreement, the terms and conditions of this First Amendment shall control.
- 3. <u>Agreement Amended</u>. Agreement Section 5(a) is amended as follows (additions underlined and deletions struck through):
  - (a) Beginning on the Effective Date and ending on March 23, 2024 one hundred eighty (180) days thereafter ("Inspection Period"), unless earlier terminated by Purchaser in Purchaser's sole discretion in accordance with Section 5(e), Purchaser, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof for the purposes set forth in Section 5(b) upon reasonable notice to Seller.
- 4. <u>Binding Effect</u>. This First Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Seller and the Purchaser.

- 5. One Agreement. The Agreement and the First Amendment shall be construed as one instrument. The terms and provisions of the Agreement not specifically modified by this First Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this First Amendment. The terms and provisions of the Agreement are incorporated herein by reference as if fully stated herein.
- 6. <u>Amendment</u>. The terms and conditions of the First Amendment may not be modified, amended, altered, or otherwise affected except by instrument in writing executed by Seller and Purchaser.
- 7. <u>Final Form</u>. This First Amendment represents the final agreement between Seller and Purchaser and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between Seller and Purchaser. There are no unwritten oral agreements between Seller and Purchaser.
- 8. <u>Severability</u>. If any term or provision of this First Amendment, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this First Amendment, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each provision of this First Amendment shall be valid and shall be enforceable to the extent permitted by law.
- 9. <u>Authority</u>. Each Party represents and warrants to the other that is has the requisite authority to enter into this First Amendment, and each party shall, upon request, provide evidence of such authority acceptable to the other at the time of execution of this First Amendment.
- 10. <u>Counterparts</u>. This First Amendment may be executed in multiple counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively but one instrument; but in making proof of this First Amendment, it shall not be necessary to produce or account for more than one such counterpart.

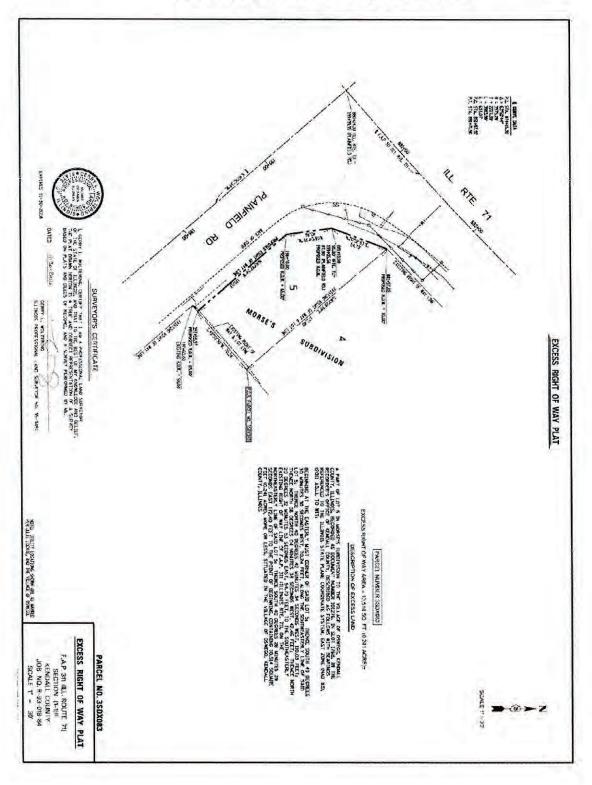
[Signature page follows]

**IN WITNESS WHEREOF**, this First Amendment has been executed by the Parties as of the date first above written.

### **PURCHASER:**

Field to Beans LLC,	Attest
an Illinois limited liability company	Name: ( 1010 Hart
Name: Rab Hart Title: owner	Title: owner
Date: 12/5/2023	Date: [2 5 23
SELLER:	
Village of Oswego, an Illinois municipal corporation	Attest
and the second	Tina Touchette
Name: Ryan Kauthnan Title: Village tresident	Name: Tina Touchette Title: Villagciere  Date: 12/20/23
Date: 12/20/23	Date: 12/20/23

 $\underline{\underline{Exhibit\ A}}$  Property's Depiction and Legal Description





Some photos may be virtually staged

Detasbedeinele Status: ACTV

Area: 543

MLS #:11743955

List Date: 06/27/2023 List Dt Rec: 06/27/2023

Address: 6 W Van Buren St , Oswego, IL 60543

Directions: Corner of Madison and Van Buren Sold by:

Closed: Off Market:

Year Built: 1945 Dimensions: 4819

Ownership: Fee Simple

Corp Limits: Oswego Coordinates:

Rooms: 7

Bedrooms: 3 Basement: Full

Contract: Financing:

Blt Before 78: Yes

Subdivision: Township: Oswego

Bathrooms 2 / 0 (full/half):

Master Bath: None Bsmnt. Bath: No

Mkt. Time (Lst./Tot.): 11/11 Concessions:

Sold Price:

Contingency: Curr. Leased: No

Model:

County: Kendall # Fireplaces: 1 Parking: Garage

List Price: \$279,900

Orig List Price: \$279,900

# Spaces: Gar:1 Parking Incl.

Mobility Score: -

Remarks: This home is fantastic! It has so much to offer and all within walking distance of downtown Oswego! Step inside and notice the original quarter sawn hardwood floors and large living room with a beautiful accent wall and stone fireplace. There is a large picture window for maximum sunlight. Next, an oversized eat-in kitchen with plenty of space for a large table. There is a first floor bedroom and a full bath. Step around the corner to the cool wrought-iron staircase going upstairs to 2 HUGE bedrooms with dormer windows and a full bath. There is also an oversized walk-in closet and a full bath. Everything has been freshly painted and is move-in ready! The basement is fully FINISHED with a retro bar and great space for a game room and rec area. There is also an additional room that could be a guest bedroom, playroom or a quiet office. The outside features a full fenced-in yard, a screen-in porch and a separate shed for all of your outdoor stuff. This is all in beautiful, quiet Oswego with excellent schools a charming downtown and 5 minutes to miles and miles of walking, running and biking paths. You'll love this cozy home!

School Data Elementary: (308) Junior High: (308) High School: (308)

Assessments Amount: Frequency: Not Applicable

Special Assessments: No Special Service Area: No Master Association:

Master Assc. Freq.: Not Required

Tax Amount: \$6,229.92 PIN: 0317310010

Mult PINs: No Tax Year: 2021 Tax Exmps: None

Miscellaneous Waterfront: No

Appx SF: 1440 SF Source: Assessor Bldg. Assess. SF:

Acreage: 0.1091

Square Footage Comments:

Room Name Size Level Living Room 13X17 Main Level Dining Room 10X8 Main Level Kitchen 10X15 Main Level Family Room 14X22 Basement Laundry Room8X8 Basement

Flooring Win Trmt Hardwood **Wood Laminate Wood Laminate** Carpet

**Room Name Size** Master Bedroom 10X10 2nd Bedroom 16X14 3rd Bedroom 15X13 4th Bedroom

Level Main Level 2nd Level 2nd Level Not Applicable Flooring Hardwood Hardwood

Hardwood

Win Trmt

Interior Property Features:

Exterior Property Features: Porch Screened

Age: 71-80 Years Type: 2 Stories Style: Cape Cod Exterior: Wood Siding Air Cond: Central Air Heating: Gas, Forced Air

Kitchen: Eating Area-Table Space Appliances: Refrigerator

Dining: Kitchen/Dining Combo

Basement Details: Finished

Bath Amn: Fireplace Details:

Fireplace Location: Living Room

Electricity: Equipment:

Other Structures: Shed(s)

Door Features: Window Features: Laundry Features:

Additional Rooms: No additional rooms

Garage Ownership: Owned Garage On Site: Yes Garage Type: Detached Garage Details:

Parking Ownership: Parking On Site: Parking Details: Driveway: Concrete Foundation: Concrete

Exst Bas/Fnd: Disability Access: No Disability Details: Exposure:

Lot Size: Less Than .25 Acre Lot Size Source:

Lot Desc: Corner, Fenced Yard

Addl. Sales Info.: None

Roof: Asphalt/Glass (Shingles)

Sewer: Sewer-Public Water: Public Const Opts:

General Info: School Bus Service

Amenities: Asmt Incl: None HERS Index Score: Green Discl:

Green Rating Source: Green Feats:

Sale Terms:

Possession: Closing Occ Date:

Rural: No Vacant: Yes Relist: Zero Lot Line:

Broker Private Remarks:

Mgmnt. Co:

Internet Listing: Yes VOW AVM: Yes Listing Type: Exclusive Right to Sell

Buyer Ag. Comp.: 2.0%-\$250 (% of Net Sale Price) Showing Inst: Call Showing Time 855-

746-9093 for all showings.

Cont. to Show?: Contact Name:

Remarks on Internet?: Yes

Holds Earnest Money: Yes

VOW Comments/Reviews: Yes

Addr on Internet?: Yes **Broker Notices:** 

Lock Box: Sentrilock (Located at Front)

Special Comp Info: None

Expiration Date: 12/31/2023

Phone:

Owner: of record

Ph #xttachment E

Broker Owned/Interest: No

Broker: RE/MAX Excels (30) / (630) 208-7400

List Broker: Jennifer Bennett (607) / (630) 262-6505 / jenniferbennett7@msn.com

CoList Broker:

More Agent Contact Info:

Copyright 2023 MRED LLC - The accuracy of all information, regardless of source, including but not limited to square footages and lot sizes, is deemed reliable but not guaranteed and should be personally verified through personal inspection by and/or with the appropriate professionals.

NOTICE: Many homes contain recording devices, and buyers should be aware that they may be recorded during a showing.

MLS #: 11743955

Prepared By: Jennifer Bennett | RE/MAX Excels | 07/07/2023 09:45 AM



## MULTI-BOARD RESIDENTIATIREAL ESTATE CONTRACT 7.0



4	4. THE DARTIES. Down on A College on A course from Course 1 to an the #Double of
	1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."  Buyer Name(s) [PLEASE PRINT] VILLAGE OF OGNESO
3	Seller Name(s) [PLEASE PRINT] FITZPATRICK Properties, LLC  If Dual Agency applies, check here Q and complete Optional Paragraph 29.
7	· · · · · · · · · · · · · · · · · · ·
5	
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 Less Than .25 Acre commonly known as:
8 9	6 W Van Buren Street Oswego IL 60543 Kendall Address Unit # (If applicable) City State Zip County
•	0047040040
11 12	If Designated Parking is included: # of space(s); identified as space(s) #; location;
	[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
	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>	XRefrigeratorWine/Beverage RefrigeratorLight Fixtures, as they existFireplace Gas Log(s)
20	Oven/Range/StoveSump Pump(s)Built-in or attached shelvingSmoke Detectors
21 22	Microwave Water Softener (unless rented) All Window Treatments & Hardware Carbon Monoxide Detectors Dishwasher X Central Air Conditioning Satellite Dish Invisible Rence System, Collar & Box
23	— — — — — — — — — — — — — — — — — — —
24	Garbage Disposal Central Humidifier Wall Mounted Brackets (AV/TV) Garage Door Opener(s) Trash Compactor Central Vac & Equipment Security System(s) (unless rented) with all Transmitters
25	
26	DryerExisting Storms & ScreensElectronic or Media Air Filter(s)Outdoor Playset(s)
27	Attached Gas GrillWindow Air Conditioner(s)Backup Generator SystemPlanted Vegetation
28	Water HeaterCeiling Fan(s)Fireplace Screens/Doors/GratesHardscape
29	Other Items Included at No Added Value:
31	Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
	operating condition at Possession except:
	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.  If Home Warranty applies, check here   and complete Optional Paragraph 32   ODS VIEVO OF COMPLETED AND COMPLET
	4. PURCHASE PRICE AND PAYMENT: The Purchase Price is \$ 279,866*. 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 3
43	Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ shall be tendered
44	by Earnest Money shall be held in trust for the mutual benefit of the Parties by
	Buyer Initial Seller Ini
	Address: 6 W Van Buren Street, Oswego, IL 60543
	Page 1 of 13

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

\*\*Buyer Initial\*\*

\*\*Seller Initial\*\*

\*\*Seller Initial\*\*

\*\*Seller Initial\*\*

\*\*Seller Initial\*\*

\*\*Seller Initial\*\*

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\*\*Total Address: 6 W Van Buren Street, Oswego, IL 60543\*

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\*\*Total Address: 6 W Van Buren Street, Oswego, IL 60543\*

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	not be contingent upon the sale and/or closing of Buyer's existing real estate.
94 95 96 97 98 99	c) CASH TRANSACTION, MORTGAGE ALLOWED: If this selection is made, Buyer will pay at closing in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. 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 Reasonably and providing access to the Reasonably access to
101	Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. 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 at Closing shall constitute a material breach of this Contract by Buyer Buyer shall pay the title company secret closing of Buyer shall pay the title company secret closing of Buyer shall pay the title company secret closing of Buyer shall pay the title company secret closing shall constitute a material breach of this Contract by Buyer
	Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. Unless otherwise
	provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing
	real estate.
<ul><li>111</li><li>112</li><li>113</li><li>114</li></ul>	8. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer:  [CHECK ONE] ☑ has ☐ has not received a completed Illinois Residential Real Property Disclosure;  [CHECK ONE] ☑ has ☐ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"  [CHECK ONE] ☑ has ☐ has not received a Lead-Based Paint Disclosure;  [CHECK ONE] ☑ has ☐ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"  [CHECK ONE] ☑ has ☐ has not received the Disclosure of Information on Radon Hazards.
117 118 119 120	9. PRORATIONS: The requirements contained in this paragraph shall survive the Closing. Proratable items shall be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item.  a) The general real estate taxes shall be prorated to and including the date of Closing based on 105 % of the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s). The proration shall not include exemptions to which the Seller is not lawfully entitled. b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Ašsociation(s) fees are \$
	Buyer Initial DSULFUL Buyer Initial Seller Initial Seller Initial Seller Initial 77.0  Address: 6 W Van Buren Street, Oswego, IL 60543  Page 3 of 13
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- c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.
- **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective 136 Parties, by Notice, may:
  - a) Approve this Contract; or

- b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal is not a counteroffer. 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 proposed modifications, either Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or
  - d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.
- If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral reinstatement by withdrawal of any proposal(s).
- 155 11. WAIVER OF PROFESSIONAL INSPECTIONS: [INITIAL IF APPLICABLE] DISCURS Buyer acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of 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.
  - a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition, and therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health 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 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any retest.

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Buyer Initial	Seller Initial	Seller Initial	$\int_{1}^{\infty} 4$
Address: 6 W Van Buren Street, Oswego, IL 60543			_v7.0

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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.
- 191 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.
- 197 14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is
  198 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
  199 Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is
  200 later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
  201 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 203 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting 204 terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest 205 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	Seller Initial	Seller Initial
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Attachment E

- Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or 220 221 additional documentation, Buyer agrees to comply with same.
- e) In the event the documents and information provided by Seller to Buyer disclose that the existing 222 223 improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or 224 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then 225 226 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 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 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 at the time of Closing. 237

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

- a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-239 240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall 241 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties. 242
- 243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement 244 Procedures Act of 1974, as amended. 245
- 246 18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject 249 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing. 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 shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments. If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit 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	Seller Initial	Seller Initial \(\frac{\frac{1}{\fint}}}}}}}}}}}}}}}}}}}}}}}}}}}} }}}}} }}}}}
Address: 6 W Van Buren Street, Oswego, IL 60543		v7.0
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Attachment E

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, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall 268 269 include the following statement placed near the professional land surveyor's seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as 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 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall 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 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.
- 22. SELLER REPRESENTATIONS: Seller's representations contained in this paragraph shall survive the Closing. Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written notice from any association or governmental entity regarding:
  - a) zoning, building, fire or health code violations that have not been corrected;
  - b) any pending rezoning;

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- c) boundary line disputes;
- d) any pending condemnation or Eminent Domain proceeding;
- easements or claims of easements not shown on the public records;

293 any hazardous waste on the Real Estate; real estate tax exemption(s) to which Seller is not lawfully entitled; or 294 any improvements to the Real Estate for which the required initial and final permits were not obtained. 295 Seller further represents that: 296 WSVUFVOOI \ \ There [CHECK ONE] □ are □ are not improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment. 298  $\overline{\mathit{MSVMFVOOL}}$  There [CHECK ONE]  $\square$  are  $\square$  are not improvements to the Real Estate which are eligible for the home improvement tax exemption. 300 MSVIFVOOI \(\text{There}\) [CHECK ONE] □ is ☑ is not an unconfirmed pending special assessment affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing. DISVIEVED The Real Estate [CHECK ONE] [ is I 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. All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of

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306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

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#### Attachment E

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

- 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 Escrowee may elect to proceed as follows:
  - prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.

a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days

- b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional 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: a) By normanal delivery

a) by personal derivery; or		De
Buyer Initial	Seller Initial	Seller Initial $\underbrace{\ \ \ \ }^{05} \underbrace{\ \ \ }^{0}$
Address: 6 W Van Buren Street, Oswego, IL 60543		<i>v</i> 7.0
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Attachment E

- 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.
- 367 **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.

000	reaborab	ic att	They lees and costs.	nont the nort-prevan	ing party as o	ruereu by a court	on competent jui	isciction.
370	THE FO	LLOV	/ING NUMBERED PA	ARAGRAPHS ARE A I	PART OF THIS	CONTRACT ONLY	IF INITIALED BY	Y THE PARTIES.
371	[INITIALS]			CONFIRMATION OF	DUAL AGENO	Y: The Parties co	nfirm that they	have previously
372	consente	d to_		[LICEN	VSEE] acting as	s a Dual Agent in	providing brok	erage services on
373	their beh	alf ar	d specifically conse	ent to Licensee actin				
	this Cont		•		J	0		
375			30. SALE OF	BUYER'S REAL ES	TATE:			
376	a) R	EPRE	SENTATIONS ABO	UT BUYER'S REAL E	STATE: Buye	r represents to Sel	ler as follows:	
377	1) B	uyer	owns real estate (he	ereinafter referred to	as "Buyer's r	eal estate") with t	he address of:	
378	-					<u> </u>		
379	Address				City	S	itate	Zip
380	2) B	uyer	[CHECK ONE] 🗖 has	☐ has not entered i	nto a contraci	to sell Buyer's rea	al estate.	
381	•			nto a contract to sell				
382				☐ is not subject to a	-			
383				☐ is not subject to a				
384		c)		☐ is not subject to a				.*•
385	3) B	uyer		☐ has not publicly li				real estate broker
386			a local multiple list		•			
387	4) If	Buye	er's real estate is no	ot publicly listed for	sale with a l	icensed real estate	e broker and in	a local multiple
388			service, Buyer [CHE					•
389		a)	☐ Shall publicly li	ist real estate for sal	e with a licen	sed real estate br	oker who will 1	place it in a local
390				rvice within five (5)				•
391				N ONLY] Broker:	•		•	
392							Phone:	
393		b)		to list said real estat				
		(	— DS					7: C-0s
	Buyer Ini	tial _	DDSVABWEFIniti	ial		Seller Initial	Seller In	itial $(\forall \varphi)$

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Page 9 of 13

Address: 6 W Van Buren Street, Oswego, IL 60543

		Attachment E	
b)	CONTINGENCIES BASED	UPON SALE AND/OR CLOSING OF REAL	<b>ESTATE</b>

- 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 <u>72</u> 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	Seller Initial	Seller Initial
Address: 6 W Van Buren Street, Oswego, IL 60543		<i>v</i> 7.0
Page 10 of 13		*.

	· · · · · -			
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				
452	\$ Evidence of a fully pre-paid policy shall be delivered at Closing.			
	33. WELL OR SANITARY SYSTEM INSPECTIONS: Seller shall obtain at Seller's expense a well			
	water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and			
	nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health			
	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			
	remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach			
	agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional			
	testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional			
	testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for			
	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				
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			
	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				
	date that is [CHECK ONE] days after the date of Closing or, 20("the Possession Date").			
	Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until			
	delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$			
	6 (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			
<b>478</b>	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			
	DDC ///C//AA			
	Buyer Initial			
	Address: <u>D W Van Buren Street, Oswego, IL 60543</u> v7.0			

		Attachment E				
181 182	, , , , , , , , , , , , , , , , , , , ,					
183	,					
184 105	775 VAR VVVII 36. "AS IS" CONDI	TION: This Contract is for the sale and purch	nase of the Real Estate in its "As Is"			
		r acknowledges that no representations, wa re been made by Seller or Seller's Designat				
		er may conduct at Buyer's expense such ir				
		available to Buyer's inspector at reasonable				
		nst any loss or damage caused by the acts of				
	<del>-</del>	it the inspection reveals that the condition				
		vithin five (5) Business Days after Date of				
192	null and void. Buyer's notice SHALL	NOT include a copy of the inspection repor	t, and Buyer shall not be obligated			
193	to send the inspection report to Seller	absent Seller's written request for same. I	Failure of Buyer to notify Seller or			
	_ <del>-</del>	a waiver of Buyer's right to terminate this (	<del></del>			
		e and effect. Buyer acknowledges that the p	<b>J</b> 1			
		not apply to this Contract. Nothing in this p	aragraph shall prohibit the exercise			
97	of rights by Buyer in Paragraph 33, if a	pplicable.				
98		ARTY APPROVAL: This Contract is conting				
	Estate by Buyer's Specified Party, within five (5) Business Days after Date					
	-	ecified Party does not approve of the Real l	<b>○</b> (g.			
		t shall be null and void. If Notice is not ser				
		he Parties and this Contract shall remain in				
03	VVS VILY VVVV (1381 ATTACHMENT	S: The following attachments, if any, are her	reby incorporated into this Contract			
04		<ul><li>Van Buren Must Be Purchased ( to Purchase of Both Properties</li></ul>	<u>a Same Time by Buyer</u>			
05			•			
06		DUS PROVISIONS: Buyer's and Seller's ob	<u> </u>			
		agreement consistent with the terms and co				
		eem necessary, providing for one or more of the	J			
09	☐ Articles of Agreement for Deed	☐ Assumption of Seller's Mortgage	☐ Commercial/Investment			
10	or Purchase Money Mortgage	☐ Cooperative Apartment	☐ New Construction			
11	☐ Short Sale	☐ Tax-Deferred Exchange	☐ Vacant Land			
12	☐ Multi-Unit (4 Units or fewer)	☐ Interest Bearing Account	☐ Lease Purchase			

Seller Initial \_\_\_\_\_ Seller Initial

Address: 6 W Van Buren Street, Oswego, IL 60543

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#### Attachment E

513 514	THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.					
515						
516 517	THE PARTIES REPRESENT THAT TH BOARD RESIDENTIAL REAL ESTATE	E TEXT OF THE	S COPYRIGHTED	FORM HAS NOT BEEN ALTERED	AND IS IDENTIC	AL TO THE OFFICIAL MULTI-
518	7/5/23			7/7/2	2023	
519	Dates Offer:			DATE OF ACCEPTANCE		
520	Daniel Di Santo - Village	adminstrat	for for Village	of Oswers. 11.		
521 <sup>(</sup>	Buyer Signature		1	Seller Signature		
522				N-740Dr		
523	Buyer Signature			Seller Signature		
524	VILLAGE OF OSW	)FGO		J		
525	Print Buyer(s) Name(s) [REQUIRED]			Print Seller(s) Name(s) [REQUI	RED]	
526	100 PARKERS MILL			(/ (/- 4	_	
527	Address [REQUIRED]			Address [REQUIRED]		
528	DENEGO, 16054	<b>₹</b>				
529	City, State, Zip [REQUIRED]			City, State, Zip [REQUIRED]		
530	-					
531	Phone E-mail			Phone	E-mail	
532			FOR INFO	RMATION ONLY		
533	john greene Realtor	23279	477011191	RE/MAX Excels	30	478009404
534	Buyer's Brokerage	MLS#	State License #	Seller's Brokerage	MLS#	State License #
535	2677 US RT 34	Oswego	60543	1772 South Randall Rd Suite 1		60134
536	Address	City	Zip	Address	City	Zip
537	Terry Anderson	215497	475124419	Jennifer Bennett	607	475136789
538	Buyer's Designated Agent	MLS#	State License #	Seller's Designated Agent	MLS#	State License #
539	(630) 554-4400		Cate Medice "	(630) 262-6505		(630) 208-9260
540	Phone	Fax	ζ	Phone		Fax
541	TerryAnderson@johngree	enerealtor.	.com	jenniferbennett7@ms	n.com	
542	E-mail			E-mail 0	. \	
543	GREG MODES GN	Creco An	regliuk. U	om Kon	Hen	
544	Buyer's Attorney E-mail	. 10	_	Seller's Attorney	E-mail	
545	140 S DEARDORDS	- 777 b	LEGZ	Hempas	shlaur.	net
546	Address City	Sta	•	Address	City	State Zip
547	· · · · · · · · · · · · · · · · · · ·	<u> </u>		630-893	1-1468	
548	Phone	₽ax	<b>L.</b>	Phone		Fax
549	NONE - CASH TRANSAC					
550 551	Mortgage Company NONE - CASH TRANSACTIO	Pho N noke-cash transa		Homeowner's/Condo Associa	tion (if any)	Phone
552	Loan Officer	Pho	one/Fax	Management Co./Other Conta	ıct	Phone
553						
554	Loan Officer E-mail			Management Co./Other Conta	ect E-mail	
555	Illinois Real Estate License Law req	uires all offers	be presented in a	timely manner; Buyer requests	verification that	this offer was presented.
556						
557	, 20 at: a.m.,	/p.m	_[SELLER INITIALS]	<u> </u>		
560 561 562	© 2018 Illinois Real Estate Lawyers Association. All (website of Illinois Real Estate Lawyers Association). All · DuPage County Bar Association · Heartland REAL Association of REALTORS® · Kane County Bar Association of REALTORSK the Fox Valley, Inc. · Three Rivers Association of REALTORSK the Fox Valley, Inc. · Three Rivers Association of REALTORSK	Approved by the follo TOR® Organization ociation · Kankakee-l B · North Suburban	nving organizations, Dece Grundy County Bar As- roquois-Ford County Asse Bar Association · Northu	mber 2018: Betvidere Board of REALTORS® sociation • Hometown Association of REALTO ociation of REALTORS® • Mainstreet Organ	· Chicago Association of ORS® · Illinois Real Est ization of REALTORS®	REALTORS® · Chicago Bar Association ate Lawyers Association · Illini Valley · McHenry County Bar Association ·

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Property Address:

Attachment E



# Illinois REALTORS<sup>®</sup> 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.

6 W. Van Buren St.

City,	State &	E Zip C	ode:	05 wego IZ (0543
Selle	r's Nan	ne:		Kevin Fitzpatrick
Disc of ar defect the h	losure / ly kind his ct" mea calth or The sel treet), (	Net. Thi by the s form, " as a con safety Her disc buyers a ler repr or "not	s informateller or favore" addition of future closes to the case of the case o	osure of certain conditions of the residential real property listed above in compliance with the Residential Real Property nation is provided as of 3-22 2023. The disclosures herein shall not be deemed warranties any person representing any party in this transaction.  means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material that would have a substantial adverse effect on the value of the residential real property or that would significantly impair to occupants of the residential real property enless the seller reasonably believes that the condition has been corrected, he following information with the knowledge that even though the statements herein are not deemed to be warranties, nose to rely on this information in deciding whether or not and on what terms to purchase the residential real property, that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" ble" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not provide an explanation in the additional information area of this form.
	YES	NO	N/A	<b>*</b>
1.		X	11/70	Seller has occupied the property within the last 12 months.
		<del>/</del>		(If "no," please identify capacity or explain relationship to property.)
				investment property
2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17.				I currently have flood hazard insurance on the property.  I am aware of flooding or recurring leakage problems in the crawl space or basement.  I am aware that the property is located in a floodplain.  I am aware of material defects in the basement or foundation (including cracks and bulges).  I am aware of leaks or material defects in the roof, ceilings, or chimney.  I am aware of material defects in the walls, windows, doors, or floors.  I am aware of material defects in the electrical system.  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 poot).  I am aware of material defects in the well or well equipment.  I am aware of material defects in the drinking water.  I am aware of material defects in the heating, air conditioning, or ventilating systems.  I am aware of material defects in the septic, sanitary sewer, or other disposal system.  I am aware of unsafe concentrations of radon on the premises.  I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.  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.  I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.  I am aware of current infestations of termites or other wood boring insects.
20. 21.				an aware of a structural defect caused by previous infestations of termites or other wood boring insucts
22.				I am aware of underground fuel storage tanks on the property.  I am aware of boundary or lot line disputes.
23. 24				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 Comrol and Community Protection Act.

DocuSign Envelope ID: F9A9E696-DCE7-487A-BAD9-EDE7EA419D44 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. Date: 3/23/2023 Seller: 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: Daniel Di Santo - Village administrator for Village of 12 347 1639 23 Time: \_\_\_ -C0EDA04577BD442... Prospective Buyer: Date: \_\_\_

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:
  - an owner; i.
  - 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 mortgager to a mortgager 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 assignce 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,
- (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.

	DocuSigned by:
Date provided to Buyer:	Daniel Di Santo - Village adminstrator 2003 Village of Oswego, 1
Seller:	Kevin htzparisck

Attachment E



# 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.

Seiler's Discl	osure (initial each of the follow	ing which appli€	es)		
(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 purchaselevated radon concentrations	ser with the most within the dwellin	t current records and reports pertain <u>i</u> ng to g.		
	Seller either has no knowledge elevated radon concentrations		on concentrations in the dwelling or prior ted or remediated.		
(X + (d)	Seller has no records or report dwelling.	ts pertaining to	elevated radon concentrations within the		
Purebaser's A	cknowledgment (initial each o	f the following v	vhich applies)		
DRSVAFV	Purchaser has received copies	of all information	listed above.		
DOSVAFU	Purchaser has received the IEN				
Agent's Ackno	 owledgement (initial IF APPLIC		•		
<u> IS</u> (9)	Agent has informed the seller o	·	natione under Illinois Isw		
Certification o		i the seller a oblig	gations under minios law.		
The following p	•	ation above and as provided is tru	each party certifies, to the best of his or e and accurate.		
Seller /	.α. <u>α</u> Ω.	 _ Date	2/22/2022		
Seller	CCE4477	Date			
Purchaser Day	riel Di Santo - Village admi	ustrator <b>panel/1</b>	17/7/2028: wigo, 1		
Purchaser	EDA04577BD442	Date			
Agent	4Douth	 Date	3-22-23		
Agent	1(4)	Date	7/7/23		
Proper	ty Address: la W	Van Bur	ien St.		
City, St	ate, Zip Code: <u>ರಿ</u> ನ್ಯು	p II	60543		
		_			

FORM 420 (05/2019) COPYRIGHT ILLINOIS REALTORS®



Attachment E

### 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 Addr	ess: 6 W. Vin	Buren St.	DSwego_	TZ 60513	
Seller's Disclo	sence of lead-based paint and/or lead-based	•		g (explain):	
_					
1110			I paint hazards in the	e housing.	
(b) Rec	cords and Reports available to the seller				
	Seller has provided the purchaser with lead-based paint hazards in the housing	all available records and g (list documents below)	d reports pertaining t	to lead-based paint and	1/or 
<b>18</b> .	Seller has no reports or records pertain housing.	ing to lead-based paint a	and/or lead-based p	aint hazards in the	
-DUS VEFFU	cknowledgment (initial) (A) (Chaser has received copies of all information of the chaser has received the pamphlet Proteins	ation listed above.	ad in Your Home		
DOSVERPLE	chaser has (check one below):	or rour raining rroin coc	<i>10 111 1001 1101</i> 110.		
	Received a 10-day opportunity (or mut of the presence of lead-based paint or	ually agreed upon perio ead-based paint hazard	d) to conduct a risk	assessment or inspec	tion
×	Waived the opportunity to conduct a and/or lead-based paint hazards.	risk assessment or insp	pection for the pres	ence of lead-based page	aint
Agent's Ackno	owledgment (initial)				
亚角(f) Ago res	ent has informed the seller of the se ponsibility to ensure compliance.	ller's obligations under	42 U.S.C. 4852d	and is aware of his/	her
Certification o	f Accuracy				
The following phave provided i	arties have reviewed the information about true and accurate.		st of their knowledge	e, that the information the	hey
Se le) Z J .C	Date 3/23/2023	Purchaserani	el Di Santo - VII	Lancell AMIRSPRAtor A	òr U
Seller	Date	Purchaser	A04577BD442	Date	
Agent	1- 1- Date 3-22-3	Agent		Date 7/7/03	• >
(This disclosure f	orm should be attached to the Contract to Pu	rchase.)	<del>-</del>		



Attachment E Detached Single Status: ACTV

Area: 543

MLS #: 11743848 List Date: 05/22/2023 List Dt Rec: 05/22/2023

List Price: \$240,000 Orig List Price: \$250,000

Sold Price:

Address: 12 W Van Buren St , Oswego, IL 60543 Directions: Washington street to S Madison street go right to W Van Buren Street

Sold by: Closed: Off Market:

Coordinates:

Year Built: 1900 Dimensions: 50X135 Ownership: Fee Simple

Corp Limits: Oswego

Rooms: 5

Basement: Full

Bedrooms: 3

Contract: Financing: Bit Before 78: Yes Mkt. Time (Lst./Tot.): 45/45 Concessions: Contingency: Curr. Leased: No

Subdivision:

Township: Oswego

County: Kendall # Fireplaces: Parking: Garage

Model:

Bathrooms 1 / 0 (full/half): Master Bath: None # Spaces: Gar:1 Parking Incl. In Price: Bsmnt. Bath: No

Nirtual Tour

Remarks: This sweet home in downtown Oswego is MOVE IN READY! New paint throughout the home, floor to ceiling! Step into the foyer and notice the brand new floors at the front door. There is a large front room with warm wood paneling and newer floors. The kitchen is adorable, freshly painted cabinets, new hardware, brand new flooring and a plant ledge in the sunny window. There is a 1st floor bedroom with a full bath. The upstairs has brand new carpet, fresh paint and 2 bedrooms with nice-sized closets. This home also features a full basement with a laundry room and great potential for finishing. There is an attached 1 car garage and a darling yard full of mature trees and landscaping. All within walking distance to quaint downtown Oswego and miles of biking and walking trails lining the Fox River. Such a great home!

School Data Elementary: (308) Junior High: Oswego (308) High School: Oswego (308)

Assessments Amount: Frequency: Not Applicable Special Assessments: No Special Service Area: No Master Association:

Tax Amount: \$4,112 PIN: 0317310009 Mult PINs: No Tax Year: 2021 Tax Exmps: None

Miscellaneous Waterfront: No Appx SF: 1100\*\* SF Source: Estimated Bldg. Assess. SF: Acreage:

Square Footage Comments:

\*\*Level Square Footage Details: Upper Sq Ft: 500, Main Sq Ft: 600, Above Grade Total Sq Ft: 1100, Aprox. Total Finished Sq Ft: 1100, Total Finished / Unfinished Sq Ft: 1100

Room Name Size Living Room 25X11 Dining Room Kitchen 10X8 Family Room

Laundry Room 9X9

Not Applicable Main Level Not Applicable Basement

Level

Main Level

Flooring Win Trmt Wood Laminate

Vinyl

Master Assc. Freq.: Not Required

2nd Bedroom 20X10 3rd Bedroom 14X10 4th Bedroom

Room Name Size

Master Bedroom 10X10

2nd Level 2nd Level Not Applicable

Main Level

Level

Flooring Win Trmt Wood Laminate Carpet Carpet

Interior Property Features: Exterior Property Features:

Age: 100+ Years, Rehab in 2022

Type: 1.5 Story Style: Traditional Exterior: Vinyl Siding Air Cond: Central Air Heating: Gas

Appliances: Oven/Range, Refrigerator Dining: Combined w/ LivRm

Attic:

Kitchen:

Basement Details: Unfinished

Bath Amn: Fireplace Details: Fireplace Location: Electricity: Equipment: Other Structures: Door Features:

Window Features: Gas Supplier: Nicor Gas

Electric Supplier: Commonwealth Edison

Laundry Features:

Additional Rooms: No additional rooms

Garage Ownership: N/A Garage On Site: Yes Garage Type: Attached Garage Details: Parking Ownership: Parking On Site:

Parking Details: Driveway: Asphalt Foundation: Exst Bas/Fnd: Disability Access: No Disability Details: Exposure:

Lot Size: Less Than .25 Acre

Lot Size Source: Lot Desc:

Roof: Asphalt/Glass (Shingles)

Sewer: Sewer-Public Water: Public

Const Opts: General Info: School Bus Service

Amenities: Asmt Incl: None HERS Index Score: Green Discl: Green Rating Source: Green Feats:

Sale Terms: Possession: Closing

Occ Date: Rural: No Vacant: No Relist: Zero Lot Line:

Broker Private Remarks: Agents, please note there are currently no exemptions on the taxes.

Internet Listing: Yes VOW AVM: Yes

Listing Type: Exclusive Right to Sell Buyer Ag. Comp.: 2.0%-\$250 (% of Net Sale

Price) ? Showing Inst: Call Showing Time 855-746-9093 for all showings. Addl. Sales Info.: None

Remarks on Internet?: Yes

Holds Earnest Money: Yes

VOW Comments/Reviews: Yes

Cont. to Show?:

Contact Name:

Addr on Internet?: Yes Broker Notices:

Lock Box: Sentrilock (Located at Front) Special Comp Info: None

Expiration Date:

Phone: Broker Owned/Interest: No

Mgmnt. Co: Owner: of record

Broker: RE/MAX Excels (30) / (630) 208-7400 List Broker: Jennifer Bennett (607) / (630) 262-6505 / jenniferbennett7@msn.com CoList Broker:

More Agent Contact Info:

Copyright 2023 MRED LLC - The accuracy of all information, regardless of source, including but not limited to square footages and lot sizes, is deemed reliable but not guaranteed and should be personally verified through personal inspection by and/or with the appropriate professionals.

NOTICE: Many homes contain recording devices, and buyers should be aware that they may be recorded during a showing.



Page 1 of 13

## MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 1. 2 Bu	THE PARTIES: Buyer and Seller are hereinafter:	referred to as the "Parties."	,		
2 B1		<b>3</b>			
	uyer Name(s) [PLEASE PRINT]	Properties, LLC			
	ener Name(s) [PLEASE PRINT]				
	Dual Agency applies, check here ☐ and complete	-			
	THE REAL ESTATE: Real Estate is defined as the				
	cluded therein. Seller agrees to convey to Bu		ated grante		
7 ar	pproximate lot size or acreage of Less Than .2	25 Acre		_commonly	
8 <u>1</u>	2 W Van Buren Street	Oswego	<u>IL</u>	60543	Kendall
	ddress Unit # (If applicable)	City	State	Zip	County
	ermanent Index Number(s): 0317310009	_ □ Single Family Attached	<del>-</del>	-	
	Designated Parking is included: # of space(s)				
	CHECK TYPE]  deeded space, PIN:			•	<del>-</del>
	Designated Storage is included: # of space(s)				
14 [C	CHECK TYPE]  deeded space, PIN:	limited co	mmon elem	ent 🗖 assigr	ned space.
15 <b>3</b> .	FIXTURES AND PERSONAL PROPERTY AT NO A	DDED VALUE: All of the fix	tures and in	cluded Pers	onal Property
	re owned by Seller and to Seller's knowledge are				
	ated herein. Seller agrees to transfer to Buyer a				
	gether with the following items at no added value h				
	_ Refrigerator Wine/Beverage Refrigerator	Light Fixtures, as they exis		replace Gas Lo	
	_ Oven/Range/Stove Sump Pump(s)	Built-in or attached shelvi	ngSn	noke Detectors	
	_ Microwave Water Softener (unless rented)			arbon Monoxid	
_	_ Dishwasher	Satellite Dish		•	stem, Collar & Box
	_ Garbage Disposal Central Humidifier	Wall Mounted Brackets (A	• • —	arage Door Op	
	Trash CompactorCentral Vac & Equipment	Security System(s) (unless		ith all Transmi	tters
_	Washer All Tacked Down Carpeting	Intercom System	<b>—</b>	utdoor Shed utdoor Playset(	(c)
	_ Dryer Existing Storms & Screens Window Air Conditioner(s)	Electronic or Media Air Fi	• •	anted Vegetati	
	_ Attached Gas Grill Window Air Conditioner(s) _ Water Heater Ceiling Fan(s)	Backup Generator System Fireplace Screens/Doors/G		ardscape	<b>011</b>
_	ther Items Included at No Added Value:	_Include badday 2 doing o			
30 ite	ems Not Included:				
31 Se	eller warrants to Buyer that all fixtures, system	s and Personal Property	included in	this Contra	ct shall be in
32 Ot	perating condition at Possession except:				٠,
33 A	system or item shall be deemed to be in operation	ng condition if it performs	the function	n for whigh:	it is intended,
	egardless of age, and does not constitute a threat		#245	000 PP	41144
35 <b>If</b>	Home Warranty applies, check here $\square$ and compl	ete Optional Paragraph 32.	\$3350	æ	_ ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( (
36 <b>4.</b>	PURCHASE PRICE AND PAYMENT: The Purch	ase Price is \$-220,000*	Afte	r the payme	ent of Earnest
37 M	foney as provided below, the balance of the Purc	hase Price, as adjusted by			
	Good Funds" as defined by law.			•	•
39	a) CREDIT AT CLOSING: [IF APPLICABLE] Pro	vided Buver's lender perr	nits such cr	edit to shov	v on the final
40	settlement statement or lender's closing disclos	<del>-</del>			
41	agrees to credit \$ to Buyer at				
42	b) EARNEST MONEY: Earnest Money of \$ 5,0				
43	Business Days after Date of Acceptance. Addit				
44		ney shall be held in trust fo			
***	DS	, mun se mun ni u uni ni			DS ()
_	uyer Initial DS Buyer Initial	Seller Init	ial	Seller Initia	$_{il}() \langle \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $
R					

Page 2 of 13

45 46 47 48	ICHECK ONE]: ☑ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee."  In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.  c) BALANCE DUE AT CLOSING: The Balance Due at Closing shall be the Purchase Price, plus or minus prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.
50	5. CLOSING: Closing shall be on <u>July 21st</u> , 20 <u>23</u> or at such time as mutually agreed by the Parties in writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.
53	<b>6. POSSESSION:</b> Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated 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
	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;
	other loan for % of the Purchase Price, plus private mortgage insurance (PMI),
	if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed % per annum,
	amortized over not less than years. Buyer shall pay discount points not to exceed % of the loan amount.
	Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.
	If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
	Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
	such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
	Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller serving such Notice to terminate Buyer provides written evidence of such learn approval, this Contract shall remain
	serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain in full force and effect.
	Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
	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
	thereafter or any extension thereof agreed to by the Parties in writing.
	A Party causing delay in the loan approval process shall not have the right to terminate under this
	subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as
	otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.
	Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of
	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
	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	DISVIEVO DE 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
0/ ΩΩ	representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller Seller's attorney or Seller's broken that may be recomplished a seller's attorney or Seller's broken that may be recomplished as a seller seller's attorney or Seller's broken that may be recomplished as a seller s
	Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
	Buyer Initial Seller Initial Seller Initial Seller Initial V7.0
	Address: 12 W. Van Buren Street, Oswego, IL 60543

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
	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
	has sufficient funds available to satisfy the provisions of this subparagraph. 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 at Closing. 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
103	
	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 at Closing shall constitute a material breach of this Contract by Buyer
	Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
	to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. Unless otherwise
	provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing
	real estate.
	8. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer:
117	[CHECK ONE] A has not received a completed Illinois Residential Real Property Disclosure;
	[CHECK ONE] As not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
	[CHECK ONE] A has not received a Lead-Based Paint Disclosure;
	[CHECK ONE] As a has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
115	[CHECK ONE] I 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,
	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	- The state of the
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 per (and, if applicable, Master/Umbrella Association fees are
131	\$ per
132	special assessments by the Association(s) confirmed prior to Date of Acceptance.
	— DS
	Property ( DDC) (15) (20)
	Buyer Initial DISULBUYER Initial Seller Initial Seller Initial Seller Initial V7.0
	Page 3 of 13

Attachment E

- c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be 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:
- a) Approve this Contract; or
- b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal is not a counteroffer. 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 proposed modifications, either Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or
- d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.

  Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.
- If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral reinstatement by withdrawal of any proposal(s).
- 155 11. WAIVER OF PROFESSIONAL INSPECTIONS: [INITIAL IF APPLICABLE] DOS WIF WE 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.
  - a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition, and therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health 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 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any retest.

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Attachment F

- 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.
- 191 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.
- 197 14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is
  198 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
  199 Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is
  200 later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
  201 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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Insurance Policy.

#### Attachment E

- Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or additional documentation, Buyer agrees to comply with same.
  - e) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the receipt of the documents and information required by this paragraph, listing those deficiencies which are unacceptable to Buyer. 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.
  - 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 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

### 38 17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:

- a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a preclosing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.
- b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement 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

- customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments. If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
- 262 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

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Attachment E

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, 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 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 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.
- 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 notice from any association or governmental entity regarding:
  - a) zoning, building, fire or health code violations that have not been corrected;
  - any pending rezoning;

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- boundary line disputes;
- d) any pending condemnation or Eminent Domain proceeding;

291 easements or claims of easements not shown on the public records; 292 293 any hazardous waste on the Real Estate; real estate tax exemption(s) to which Seller is not lawfully entitled; or 294 h) any improvements to the Real Estate for which the required initial and final permits were not obtained. 295 Seller further represents that: 296 📉 Hnere [CHECK ONE] 🗆 are 🗷 are not improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment. UNSULFUE OF There [CHECK ONE] □ are ☑ are not improvements to the Real Estate which are eligible [INTITALS] for the horne improvement tax exemption. DDSVIFVOOL KTHERE [CHECK ONE] □ is ☑ is not an unconfirmed pending special assessment affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing. DISVITUDE THE Real Estate [CHECK ONE] I is I is not located within a Special Assessment Area or 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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#### Attachment E

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
- 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.
- 25. ELECTRONIC OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format") 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 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of competent jurisdiction."
- In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may elect to proceed as follows:
  - a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
  - b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional 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

u) by personal derivery, or			
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Attachment E

- 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.

370	THE	FOLLOV	VING NUMBERED PARAGRAPHS ARE A	A PART OF THIS CON	NTRACT ONLY IF I	NITIALED BY THE PARTIES.
371	[INITIALS]	·	29. CONFIRMATION O	F DUAL AGENCY: T	he Parties confir	m that they have previously
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			nd specifically consent to Licensee act			
	this Co		•	0	0	
375			30. SALE OF BUYER'S REAL E	STATE:		
376	a)	REPR	ESENTATIONS ABOUT BUYER'S REAL	. <b>ESTATE:</b> Buyer rep	presents to Seller	as follows:
377			owns real estate (hereinafter referred	-		
378						· · · · · · · · · · · · · · · · · · ·
379	Address	3		City	State	Zip
380	2)	Buyer	[CHECK ONE]  has has not entered	l into a contract to s	ell Buyer's real es	tate.
381			Buyer has entered into a contract to sel			
382			[CHECK ONE] $\square$ is $\square$ is not subject to			
383						
384			[CHECK ONE] ☐ is ☐ is not subject to			
385	3)	Buyer	[CHECK ONE] $\square$ has $\square$ has not publicly	listed Buyer's real e	estate for sale with	n a licensed real estate broker
386			a local multiple listing service.	•		
387	4)	If Buy	er's real estate is not publicly listed for	or sale with a licens	sed real estate br	oker and in a local multiple
388			service, Buyer [CHECK ONE]:			•
389		a)	☐ Shall publicly list real estate for s	ale with a licensed	real estate broke	r who will place it in a local
390			multiple listing service within five (5	) Business Days afte	r Date of Accepta	ance.
391			[FOR INFORMATION ONLY] Broker:		•	
392			Broker's Address:		Pho	ne:
393		b)	☐ Does not intend to list said real est			<del>-</del>
	Buyer 1	Initial _	DDSVIFBUYET Initial	Sel	ler Initial	Seller Initial $\int_{\mathcal{L}}^{\mathfrak{s}} \mathcal{Q}$

Address: 12 W. Van Buren Street, Oswego, IL 60543

		SALE AND/OR CLOSING OF REAL ESTATE:
<b>L</b> \	CONTINCENCIES BASED LIBOR	CALE AND/OP OF COUNTY OF DEAL FOTATE
וט	CONTINGENCIES BASED UPON	BALE AND/UK CLUSING UP KEAL ESTATE:

- 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 \( \frac{12}{2} \) 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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Attachment F

438 439 440 441 442 443	d) WAIVER OF PARAGRAPH 30 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of \$
444	e) <b>BUYER COOPERATION REQUIRED</b> : Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.
447 448 449	31. 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, 20 In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's 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.
	<b>32. HOME WARRANTY:</b> Seller shall provide at no expense to Buyer a Home Warranty at a cost of Evidence of a fully pre-paid policy shall be delivered at Closing.
454 455 456 457 458 459 460 461 462 463 464	water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.
466 467 468 469 470	34. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 12, within ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.
473 474 475	35. POSSESSION AFTER CLOSING: Possession shall be delivered no later than 11:59 p.m. on the date that is [CHECK ONE] days after the date of Closing or 20 ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:
477 478	a) The sum of \$ per day for use and occupancy from and including the day after Closing to and including the day of delivery of Possession if on or before the Possession Date;
479 480	b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and
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Attachment F

481		ter delivery of Possession and provided th	<del>-</del> -				
482	,						
483		erein shall be deemed to create a Landlord/Ten					
484	UVSVLFVOOL 36 "AS IS" CONDI	TION: This Contract is for the sale and purch	nase of the Real Estate in its "As Is"				
485	condition as of the Date of Offer. Buyer	r acknowledges that no representations, was	rranties or guarantees with respect				
486	to the condition of the Real Estate have	e been made by Seller or Seller's Designat	ed Agent other than those known				
487	· · · · · · · · · · · · · · · · · · ·	er may conduct at Buyer's expense such in	•				
		available to Buyer's inspector at reasonable					
		nst any loss or damage caused by the acts of					
		t the inspection reveals that the condition	<del>-</del>				
		vithin five (5) Business Days after Date of					
		NOT include a copy of the inspection repor					
		absent Seller's written request for same. F					
		a waiver of Buyer's right to terminate this					
		e and effect. Buyer acknowledges that the p					
	of rights by Buyer in Paragraph 33, if a	not apply to this Contract. Nothing in this pa	aragraph shall prohibit the exercise				
		· <del>-</del>					
498		ARTY APPROVAL: This Contract is conting					
	Estate by		in five (5) Business Days after Date				
		ecified Party does not approve of the Real I					
501 500		t shall be null and void. If Notice is not ser					
	provision snall be deemed waived by the	he Parties and this Contract shall remain in	full force and effect.				
503	UVS VILLE VO-04 138 ATTACHMENT	S: The following attachments, if any, are her	reby incorporated into this Contract				
504	[IDENTIFY BY TITLE]: DOUT O & 12 VI	<u>. Van Buren Must de Purchase (d</u>	Same Time by buyer &				
505	Attached Escalation Rider Ap	plies to Purchase of Both Properti	<u>les                                     </u>				
506	39. MISCELLANEO	OUS PROVISIONS: Buyer's and Seller's obl	ligations are contingent upon the				
507	Parties entering into a separate written	agreement consistent with the terms and co	onditions set forth herein, and with				
508	such additional terms as either Party may d	eem necessary, providing for one or more of the	following [CHECKAPPLICABLE BOXES]:				
509	☐ Articles of Agreement for Deed	☐ Assumption of Seller's Mortgage	☐ Commercial/Investment				
510	or Purchase Money Mortgage	☐ Cooperative Apartment	☐ New Construction				
511	☐ Short Sale	☐ Tax-Deferred Exchange	☐ Vacant Land				
512	☐ Multi-Unit (4 Units or fewer)	☐ Interest Bearing Account	☐ Lease Purchase				
			•				

#### Attachment E

514	4 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.						
515	THIS DOCUMENT WILL BECOME A LEGA	ALLY BINDING (	CONTRACT WHEN S	IGNED BY ALL PARTIES AND DELIVE	RED TO THE PARTIE	S OR THEIR AGENTS.	
516 517	17 BOARDIRESIDENTIAL REAL ESTATE CONTRACT 7.0.						
518	7/5/23			7/7/2023			
- 1	Dawsion:	11	CAN	DATE OF ACCEPTANCE			
520 523	Vainiel Vi Sainto – Village II Boogen Gigmentuse	(dmin.strato)	r for Village of	Selersreature			
522	- Day en originatese		ſ	1/27. LQO			
523	Buyer Signature			Seller Signature			
524		ාස්වේ		ocaci estructo.			
525	Print Buyer(s) Name(s) [REQUIRED]			Print Seller(s) Name(s) [REQUIRE	 D]	•	
526	100 PARKETES MILL	_		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	_		
527	Address [REQUIRED]			Address [REQUIRED]			
528	Oswatoo, L LOSAL	(3		<del></del>		<del></del>	
529	City, State, Zip [REQUIRED]			City, State, Zip [REQUIRED]			
530 531	Phone E-mail					<u> </u>	
	rnone E-mail			Phone	E-mail		
532			_	RMATION ONLY			
533	john greene Realtor	23279	477011191	RE/MAX Excels	30	478009404	
534 535	Buyer's Brokerage 2677 US RT 34	MLS#	State License # 60543	Seller's Brokerage 1772 South Randall Rd Suite 100	MLS#	State License # 60134	
536	Address	Oswego City	Zip	Address		<del></del>	
537	Terry Anderson	215497	475124419		City <b>607</b>	Zip 475136789	
538	Buyer's Designated Agent	MLS#	State License #	Seller's Designated Agent	MLS#	State License #	
539	(630) 554-4400			(630) 262-6505		0) 208-9260	
540	Phone	Fax	-	Phone		Fax	
541	TerryAnderson@johngree	enerealtor.	.com	jenniferbennett7@msn	.com		
	E-mail	٠٨.		E-mail Ron Hew			
543 544	Gree Joues Glove Buyer's Attorney E-mail	S CHUCK	lglink.Cop	Seller's Attorney	\ E-mail		
545		-CHICA.	0 1L 6060		ashlaw	net	
546	Address City	Stat	-	Address	City	State Zip	
547	312-782-766			636-892	- 1468		
548	Phone	Fax	:	Phone		Fax	
549	NONE - CASH TRANSACT						
550 551	Mortgage Company NONE - CASH TRANSACTION	Pho ————	one	Homeowner's/Condo Association	n (if any)	Phone	
551 552			me/Fax	Management Co./Other Contact		Phone	
	Loan Officer			management co., outer contact		THORE	
553	Loan Officer						
553 554	Loan Officer E-mail	FIIC		Management Co./Other Contact	E-mail	<del></del>	
<b>554</b>	Loan Officer E-mail	*************				offer was rescented	
	Loan Officer E-mail  Illinois Real Estate License Law requ	rires all offers	be presented in a	timely manner, Buyer requests v	erification that this	offer was presented.	
554 555	Loan Officer E-mail	rires all offers	be presented in a	timely manner; Buyer requests v , 20 at; a.m.	erification that this	offer was presented.	
554 555 556 557 558 559 560 561 562	Loan Officer E-mail  Illinois Real Estate License Law requ Seller rejection: This offer was pres	p.m	be presented in a er on[SELLER INITIALS] nuthorized duplication of wing organizations, Decen- Grundy County Asso- Grundy County Asso- Bar Association · Northus	timely manner, Buyer requests v, 20 at; a.m.  or alteration of this form or any portion then  nber 2018: Belvidere Board of REALTORS® · O  sociation · Hometown Association of REALTORS®	erification that this /p.m. and rejected  eof is prohibited. Official j hicago Association of REAL ion of REALTORS® Met-	orn form available at www.irela.org TORS® · Chicago Bar Association oyers Association · Illini Valley lenry County Bar Association ·	

Address: 12 W. Van Buren Street, Oswego, IL 60543

Attachment E





# 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.

Prop	erty Ac	ldress:		12 W. Van Buren St.	
City,	, State &	& Zip C	lode:		
Seller's Name: Kewin Fitzpetrick					
				•	
of an defective he prosp	y kind In this ct" mean ealth or The sel pective The sel prect), (cable, the	by the s form, " ns a con safety ller disc buyers ller repr or "not he selle	seller or laware" adition of future closes the may che esents the applicant shall p	osure of certain conditions of the residential real property listed above in compliance with the Residential Real Property nation is provided as of	
١.	YES	NO	N/A	Call at the same and	
••				Seller has occupied the property within the last 12 months. (If "no," please identify capacity or explain relationship to property.)	
				investment property	
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.				t 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	
10.				treatment system, sprinkler system, and swimming pool).	
11.	_			I am aware of material defects in the well or well equipment.	
12.	_			I am aware of unsafe conditions in the drinking water.	
13.			—	I am aware of material defects in the heating, air conditioning, or ventilating systems.	
14.			_	I am aware of material defects in the fireplace or wood burning stove.	
15.			-	I am aware of material defects in the septic, sanitary sewer, or other disposal system.	
16.				I am aware of unsafe concentrations of radon on the premises.	
17.	_		_	I am aware of unsafe concentrations of or unsafe conditions relating to asbestes on the premises.	
•••				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	
10				premises.	
19.				I am aware of current infestations of termites or other wood boring insects.	
20. 21.	_			I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.	
22.				I am aware of underground fuel storage tanks on the property.	
23.	_	—		I am aware of boundary or lot line disputes.	
				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.	

DocuSign Envelope ID: 8908F8B0-099A-428D-965D-87EC575AE9F6

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 expla	in 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 info seller without any specific investigation or inquiry on the part of the seller, transaction to provide a copy of this report, and to disclose any informatio sale of the property.	. The seller hereby authorizes as	ly person representing any principal in this
THE SELLER ACKNOWLEDGES THAT THE SELLER IS RECPROSPECTIVE BUYER BEFORE THE SIGNING OF THE CONTESECTION 30 OF THE RESIDENTIAL REAL PROPERTY DISCLOCUSING.  Occusing.	RACT AND HAS A CONTIN	UING OBLIGATION. PURSUANT TO
Seller: 1/2 Jup Or		3/21/2023 Date:
C2548E52CCE4477		
Seller:		Date:
THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECT NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY	S DISCLOSED IN THIS REP THAT THE PROSPECTIVE AWARE OF A PARTICULA BUYER IS AWARE THAT	ORT ("AS IS"). THIS DISCLOSURE IS BUYER OR SELLER MAY WISH TO AR CONDITION OR PROBLEM IS NO TO THE PROSPECTIVE RIVER MAY
Prospective Buyer Daniel Di Santo - Village administrator  COEDA04577BD442		
Prospective Buyer:	Date:	Time:
A COPY OF SECTIONS 5 THROUGH 65 OF ARTICLE 2 OF THE I HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.	RESIDENTIAL REAL PROPE	ERTY DISCLOSURE ACT IS AFFIXED

### <u>RESIDENTIAL REAL PROPERTY DISCLOSURE ACT</u>

### ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seg.

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:

- (I) 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 mortgager 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 indicate 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.

	— Docusigned by:		
Date provided to Buyer:	Daniel Di Santo - Vil	lage adminstrator for	Village of Oswego, 16
		`	•
Seller:		<u>Fitzpatrick</u>	
			_

Attachment E



## 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 lest performed prior to purchase or taking occupancy, and miligated 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.
$\frac{\cancel{\cancel{Y}}}{\cancel{\cancel{Y}}}$ (c)	Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
<u>K</u> (d)	Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.
DDC ///C//	cknowledgment (initial each of the following which applies)  Purchaser has received copies of all information listed above.
Agentic Asis	Purchaser has received the IEMA approved Radon Disclosure Pamphlet.
	wiedgement (initial IF APPLICABLE)
_ <u></u>	Agent has informed the seller of the seller's obligations under Illinois law.
Certification of	Accuracy
The following pather knowledges	arties have reviewed the information above and each party certifies, to the best of his or that, the information he or she has provided is true and accurate.
Selier )/~ 7	Date
Saller	Signed by: Date
Purchaser Dawi	L Di Santo - Village administrator foste Villago / of Bswego, 16
Purchaser	Date
Agent	Date 3-22-23
Agent	Date
	Address: 12 W. Van Buren St.
City, Sta	te, Zip Code: OSwego I Leas 43
ORM 422 (05/2019)	COPYRIGHT ILLINOIS REALTORS®

FORM 420 (05/2019) COPYRIGHT ILLINOIS REALTORS®

Attachment E



# 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 Add	dress:	19 m	). Van Bi	wen	<del>.24.</del>	Osuzgo	<u> </u>	60543	
$1 \times 1 \times 11$	losure (initial) resence of lead-base	ed paint and	/or lead-based	paint hazar	ds (checl	k one below):			
							ing (expla	in):	
$I \setminus I \cup I$	Seller has no kno					paint hazards in t	he housin	g.	
	Seller has provide lead-based paint	ed the purch hazards in t	aser with all av he housing (list	ailable reco documents	ords and below):	reports pertaining	to lead-b	pased paint and/or	
<b>)</b> 2	Seller has no rep	orts or recor	ds pertaining to	lead-base	d paint ar	nd/or lead-based	paint haza	ards in the	
1950 (8 M	Acknowledgment ( A (L) fenaser has receive A (A) fenaser has receive A (A) frenaser has (check	d copies of	nlet Protect You	isted above ur Family Fu	a. rom Lead	l in Your Home.			
	Received a 10-da of the presence o	y opportuni	y (or mutually	agreed upo ased paint	n period) hazards;	to conduct a ris	k assessn	ment or inspection	
<b>)</b> ¤	Waived the opportunity and/or lead-based	rtunity to co	onduct a risk a rds.	ssessment	or inspe	ection for the pre	sence of	lead-based paint	
Agent's Ackn	owledgment (initia	ıl)							
	gent has informed sponsibility to ensur	the seller or compliance	of the seller's e.	obligations	under 4	42 U.S.C. 4852d	ai bna t	aware of his/her	
Certification of	of Accuracy								
Thorotological	parties have revieweris, true and accurate	ed the inforn	nation above ar	d certify to			je, that the	e information they	
Sele) - 7.1	LQ O <sub>C</sub> ::E4477	_ Date	1/2023	Purcha	serl)ani	igned by: LDi Santo —	Lileage <sup>7</sup> 11	6/2023 trator for	Vi
Seller		_ Date		Purcha	Ser	.04577BD442	Date	-	
Agent	1) ett	_ Date <u>3</u> -		Agent	75	A	Date	7/6/23	
(This disclosure	form should be attach	ed to the Con	tract to Purchase	).)	• —				

MARRANTY DEED
Statutory (ILLINOIS)

202300011457

DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 10/4/2023 12:32 PM

REC FEE: 57.00 STATE TAX: 525.00 COUNTY TAX: 262.50 PAGES: 4

THE GRANTOR, FITZPATRICK PROPERTIES, LLC, a Illinois limited liability company of the City of Naples, County of Collier, State of Florida for and in consideration of Ten and no/100 (\$10.00) DOLLARS, and for other good and valuable consideration in hand paid, and pursuant to its authority

CONVEYS and WARRANTS to:

VILLAGE OF OSWEGO, an Illinois municipal corporation, having its principal offices at 100 Parkers Mill Oswego, IL 60543, GRANTEE

the following described Real Estate situated in the County of Kendall, and State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED MERETO AS EXHIBIT "A" AND MADE A PART HEREOF

SUBJECT TO: General real estate taxes for 2023 and subsequent years; covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the real estate and matters shown on the plats of surveys prepared by DJA Civil Engineer and Surveyor dated July 20, 2023

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its Sole Member and Sole Manager this \_\_\_\_\_ day of July, 2023.

FITZPATRICA ROPERTIES, LLC

KEVIN S. KHZPATRICK, Sole Member and

Sole Manager

STATE OF FLORIDA, COUNTY OF COLLIER, ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KEVIN S. FITZPATRICK, personally known to me to be the Sole Member and Sole Manager of FITZPATRICK PROPERTIES, LLC and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and

voluntary act and as the free and voluntary act of said LLC pursuant to the authority given by the LLC, 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 \_\_\_\_\_ day of July, 2023.



GLADYS RAMIREZ CANO Notary Public State of Florida Comm# HH347645 Expires 1/9/2027

Parcel 1:

6 W. Van Buren Street Oswego, IL 60543 PIN 03-17-310-010

Parcel 2:

12 W. Van Buren Street

Oswego, IL 60543

PIN 03-17-310-009

This instrument was prepared by: Attorney Ronald M. Hem, Alschuler, Simantz & Hem, LLC, 1961 W. Downer Pl., Aurora, IL 60506-4384; (630) 892-1468.

MAIL TO:

Attorney Gregory W. Jones

Ancel Glink

140 S. Dearborn St., Ste. 600

Chicago, IL 60603

SEND SUBSEQUENT TAX BILLS TO:

Village of Oswego

100 Parkers Mill

Oswego, IL 60543

This transaction is exempt under 35 ILCS 200\31

Date

Buyer, Seller or Representative

Village of Oswego 0871 **Real Estate Transfer Tax** 

Tax Amount: Exempt

Date Issued: 8/1/23

### **EXHIBIT "A"**

#### PARCEL 1:

LOT 8 IN BLOCK 10 OF THE ORIGINAL VILLAGE OF OSWEGO, (EXCEPTING THEREFROM THAT PART OF SAID LOT 8 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT WHICH IS ON THE NORTHERLY LINE OF VAN BUREN STREET; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 8, 66 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 8, 60 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 8 66 FEET TO THE SOUTHERLY LINE OF SAID LOT 8 ON VAN BUREN STREET; THENCE WESTERLY ALONG THE SAID SOUTHERLY LINE TO THE POINT OF BEGINNING), IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

### PARCEL 2.

LOT 8 IN BLOCK 10 OF THE ORIGINAL VILLAGE OF OSWEGO DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT WHICH IS ON THE NORTHERLY LINE OF VAN BUREN STREET; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 8, 66 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 8, 60 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 8 66 FEET TO THE SOUTHERLY LINE OF SAID LOT 8 ON VAN BUREN STREET; THENCE WESTERLY ALONG THE SAID SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS-



# Debbie Gillette Kendall County Clerk & Recorder

PLAT ACT AFFIDAVIT OF METES	AND	BO	UNDS
-----------------------------	-----	----	------

	PLATACT APPEAVIT OF METES AND BOOKDS
STATE OF FLORIDA	) SS.
COUNTY OF COLLIER	)

Kevin S. Fitzpatrick, being duly sworn on oath, states that affiant resides at 401 Wedge Drive, Naples, Florida 34103. And further states that: (please check the appropriate box)

A. [X] That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being part of a larger tract of land; or

B. [ ] That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of \$.0 acres or more in size which does not involve any new streets or easements of access;

2. The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access;

3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;

4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which goes not involve any new streets or easements of access;

5. The conveyance of land owned by a railroad or other public utility which does not involve any newstreets or easements of access;

6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use:

7. Conveyances made to correct descriptions in prior conveyances;

8. The sale or exchange of parcels or tracts of land following the division into not more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;

9. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;

10. The conveyance is of land described in the same manner as title was taken by grantor(s).

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

This **31** day of July, 2<u>023</u>.

Signature of Affiant

1-31-23

Signature of Notary Publis

GLADYS RAMIREZ CANO 111 West Fox Street, Yorkville IL 60560-1498

Notary Public State of Florida 30) 553-4104 • Fax: (630) 553-4119 • Email: Dgillette@co.kendall.il.us

Comm# HH347645 Expires 1/9/2027

### Attachment K VILLAGE OF OSWEGO, ILLINOIS

### **BALANCE SHEET** TAX INCREMENT FINANCING FUND

April 30, 2024 (with comparative prior year)

				· · · · · · · · · · · · · · · · · · ·
		2024		2023
ASSETS				
Cash and investments	\$	_	\$	1,890,172
Receivables	Ψ		Ψ	1,000,172
Property taxes		1,198,956		1,174,489
TOTAL ASSETS	\$	1,198,956	\$	3,064,661
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE				
LIABILITIES				
Accounts payable	\$	193,285	\$	30,081
Retainage payable		15,574		15,574
Advance from other funds		11,049,498		10,666,168
Total liabilities		11,258,357		10,711,823
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - property taxes		1,198,956		1,174,489
Total deferred inflows of resources		1,198,956		1,174,489
Total liabilities and deferred inflows of resources		12,457,313		11,886,312
FUND BALANCE				
Unassigned (deficit)		(11,258,357)		(8,821,651)
Total fund balance (deficit)		(11,258,357)		(8,821,651)
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	\$	1,198,956	\$	3,064,661

# Attachment K VILLAGE OF OSWEGO, ILLINOIS

# SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL TAX INCREMENT FINANCING FUND

For the Year Ended April 30, 2024 (with comparative prior year)

	20				
	Original and		2023		
	Final Budget	Actual	Actual		
REVENUES					
Property taxes	\$ 1,000,000	\$ 1,175,292 \$	1,033,412		
Investment income	10,000	80,972	30,955		
Miscellaneous	461,562	82,841			
Total revenues	1,471,562	1,339,105	1,064,367		
EXPENDITURES					
Current					
Professional services	257,600	40,017	28,564		
Capital outlay	5,700,300	2,028,528	172,489		
Total expenditures	5,957,900	2,068,545	201,053		
EXCESS (DEFICIENCY) OF REVENUES					
OVER EXPENDITURES	(4,486,338)	(729,440)	863,314		
OTHER FINANCING SOURCES (USES)					
Transfers in	1,425,000	_	_		
Transfers (out)	(461,562)	(1,707,266)	(450)		
Bonds issued, at par	3,460,000		-		
Total other financing sources (uses)	4,423,438	(1,707,266)	(450)		
NET CHANGE IN FUND BALANCE	\$ (62,900)	(2,436,706)	862,864		
FUND BALANCE (DEFICIT), MAY 1		(8,821,651)	(9,684,515)		
FUND BALANCE (DEFICIT), APRIL 30		\$ (11,258,357) \$	(8,821,651)		



## VILLAGE OF OSWEGO, ILLINOIS

FINANCIAL REPORT AND REPORT ON COMPLIANCE WITH PUBLIC ACT 85-1142

TAX INCREMENT FINANCING FUND



### Attachment L

## VILLAGE OF OSWEGO, ILLINOIS TAX INCREMENT FINANCING FUND TABLE OF CONTENTS

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1415 West Diehl Road, Suite 400 Naperville, IL 60563 630.566.8400

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# INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

The Honorable President and Members of the Board of Trustees Village of Oswego, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Oswego, Illinois (the Village) as of and for the year ended April 30, 2024, which collectively comprise the basic financial statements of the Village of Oswego, Illinois, and have issued our report thereon dated October 25, 2024.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The supplementary financial information (balance sheet and schedule of revenues, expenditures, and changes in fund balance) is presented for the purpose of additional analysis and is not a required part of the basic financial statements. The supplementary financial information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Sikich CPA LLC

Naperville, Illinois October 25, 2024 Attachment L

### **SUPPLEMENTARY INFORMATION**

### Attachment L VILLAGE OF OSWEGO, ILLINOIS

### **BALANCE SHEET** TAX INCREMENT FINANCING FUND

April 30, 2024

ASSETS	
Property taxes receivable	\$ 1,198,956
TOTAL ASSETS	\$ 1,198,956
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	
LIABILITIES	
Accounts payable	\$ 193,285
Retainage payable	15,574
Advance from other funds	11,049,498
Total liabilities	11,258,357
DEFERRED INFLOWS OF RESOURCES	
Unavailable revenue	1,198,956
Total liabilities and deferred inflows of resources	12,457,313
FUND BALANCE	
Unassigned (deficit)	(11,258,357)
Total fund balance (deficit)	(11,258,357)
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	\$ 1,198,956

# Attachment L VILLAGE OF OSWEGO, ILLINOIS

# SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TAX INCREMENT FINANCING FUND

For the Year Ended April 30, 2024

REVENUES	
Property taxes	\$ 1,175,292
Investment income	80,972
Miscellaneous	82,841
Total revenues	1,339,105
EXPENDITURES	
Development planning	
Professional services	40,017
Capital outlay	2,028,528
Total expenditures	2,068,545
EXCESS (DEFICIENCY) OF REVENUES	
OVER EXPENDITURES	(729,440)
OTHER FINANCING SOURCES (USES)	
Transfers (out)	(1,707,266)
Total other financing sources (uses)	(1,707,266)
NET CHANGE IN FUND BALANCE	(2,436,706)
FUND BALANCE (DEFICIT), MAY 1	(8,821,651)
FUND BALANCE (DEFICIT), APRIL 30	\$ (11,258,357)



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# INDEPENDENT ACCOUNTANT'S REPORT ON MANAGEMENT'S ASSERTION OF COMPLIANCE

The Honorable President and Members of the Board of Trustees Village of Oswego, Illinois

We have examined management's assertion that the Village of Oswego, Illinois (the Village), complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2024. Management is responsible for the Village's assertion. Our responsibility is to express an opinion on management's assertion about the Village's compliance with the specific requirements based on our examination.

Our examination was made in accordance with the standards established by the American Institute of Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion about compliance with the specified requirements is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertion is fairly stated, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Village's compliance with the specified requirements.

In our opinion, management's assertion that the Village of Oswego, Illinois, complied with the aforementioned requirements for the year ended April 30, 2024 is fairly stated in all material respects.

This report is intended solely for the information and use of the Board of Trustees, management and the Illinois Department of Revenue, Illinois State Comptrollers office and the Joint Review Board and should not be used by anyone other than these specified parties.

Sikich CPA LLC

Naperville, Illinois October 25, 2024