

**ORDINANCE NO. 9-2011**

**AN ORDINANCE OF THE VILLAGE OF EVERGREEN PARK  
APPROVING A PURCHASE AGREEMENT WITH EVERGREEN  
PARK DEVELOPMENT, LLC FOR THE PROPERTY LOCATED  
AT THE SOUTHEAST CORNER OF 91<sup>ST</sup> STREET AND  
CALIFORINA AVENUE**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Evergreen Park, Cook County, Illinois, as follows:

**Section 1**

That the Purchase Agreement dated June 20, 2011 between the Village of Evergreen Park and the Evergreen Park Development, LLC for the property located at the southeast corner of 91<sup>st</sup> Street and California Avenue, Evergreen Park, Illinois, in substantially the form attached hereto, is hereby approved for and on behalf of the Village. The Mayor is hereby authorized to execute the same for and on behalf of the Village.

**Section 2**

All statutes of the State of Illinois or any parts thereof which are in conflict with the provisions of this ordinance are hereby superseded by this ordinance enacted under the home rule power of the Village of Evergreen Park.

**Section 3**

This ordinance shall be immediately in full force and effect after passage and approval.

This ordinance was passed and deposited in the office of the Village Clerk of the Village of Evergreen Park this 20<sup>th</sup> day of June, 2011.



*Catherine T. Aparo*

\_\_\_\_\_  
CATHERINE T. APARO, Village Clerk

APPROVED by me this 20<sup>th</sup>  
day of June, 2011.

*James J. Sexton*  
\_\_\_\_\_  
JAMES J. SEXTON, Mayor

**EXHIBIT I  
PURCHASE AGREEMENT**

**THIS PURCHASE AGREEMENT**, is made and entered into as of this \_\_\_\_ day of \_\_\_\_, 2011 (the "**Agreement**") by and between the **VILLAGE OF EVERGREEN PARK, Cook County, Illinois** (the "**Purchaser**") and **EVERGREEN PARK DEVELOPMENT, LLC**, a Delaware limited liability company (the "**Seller**").

**RECITALS**

- A. Seller owns fee simple title to certain real estate located in the Village, legally described on **Exhibit "A"** attached hereto and made a part hereof (the "**Land**") and;
- B. The improvements, structures, fixtures, and other improvements of any kind or nature whatsoever now or hereafter located on the Land (collectively, the "**Improvements**") (the Land and the Improvements are collectively referred to as the "**Property**").
- C. Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser the Property in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the recitals and the mutual observance of the covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. Agreement to Purchase. Subject to the terms and conditions of this Agreement and the above recitals which are, by this reference incorporated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property.
2. Purchase Price. Subject to prorations and credits hereinafter provided, the Purchase Price ("**Purchase Price**") for the Project shall be TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS. On or before the Closing Date (as hereinafter defined), Purchaser shall deposit with Escrowee TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS, plus or minus prorations, if any, representing the Purchase Price by Federal wire transfer, together with such additional funds for Purchaser's share of closing costs as may be required pursuant to this Agreement.
3. Closing. Subject to the terms and conditions contained in this Agreement, the consummation of the transactions herein contemplated (the "**Closing**") shall take place on \_\_\_\_\_, 2011 but no later than \_\_\_\_\_, 2011 (the "**Closing Date**"), or at an earlier or later date by mutual agreement between the parties. The transaction herein contemplated shall be closed through an escrow with Chicago Title Insurance Company (the "**Title Company**") located at 171 N. Clark Street in Chicago, Illinois on the Closing Date, in accordance with the

provisions of the form of Deed and Money Escrow Agreement attached hereto as **Exhibit "B,"** (the "**Escrow Agreement**") with such special provisions inserted in the Escrow Agreement as may be required to conform with this Agreement (the "**Escrow**"). Upon the creation of the Escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price and delivery of the Deed (as hereinafter defined) and other documents to be delivered pursuant to **Section 7** below, shall be made through the Escrow. Seller and Purchaser (if required) shall execute gap undertakings in the form required by the Title Company.

4. Village Approvals. It shall be a condition precedent to Seller's obligations under this Agreement that Seller shall have received all governmental approvals to be issued by the Village in final form.

5. Title and Survey.

(a) Conditions of Title. Fee simple title to the Property shall be conveyed by Seller to Purchaser or its nominee by a special warranty deed (the "**Deed**") in the form attached hereto as **Exhibit "C,"** subject only to the Permitted Exceptions (as hereinafter defined).

(b) Title.

(i) Title Insurance Commitment. Seller shall deliver to Purchaser a commitment (the "**Commitment**") for a 2006 Owner's Policy of Title Insurance issued by Title Company showing title to the Property in Seller, and a Survey of the Property (as hereinafter defined).

(ii) Initial Title Approval. Purchaser shall have a period of seven (7) days from the last receipt of the Survey and the Commitment ("**Title Review Period**") in which to review the Commitment and the Survey and to deliver to Seller, at Purchaser's election, in writing, such objections as Purchaser may have to any matters contained in the Commitment, or the Survey ("**Purchaser's Objection Notice**") (any of said objections listed on Purchaser's Objection Notice are deemed the "**Objectionable Exceptions**"). If Purchaser's Objection Notice is not received within the time period specified aforesaid, then Purchaser shall be deemed to have approved and accepted all matters contained in the Commitment (the "**Permitted Exceptions**") and the Survey. If Purchaser's Objection Notice is delivered to Seller, then Seller shall endeavor to cause the Title Company to remove any Objectionable Exceptions (the "**Removable Exceptions**") prior to the Closing. If Seller is unable to cause the Title Company to remove all Objectionable Exceptions prior to the Closing, or if the parties can not agree as to which Objectionable Exceptions shall be considered "Removable Exceptions," then Purchaser shall have the right to either: (A) terminate this Agreement and each party shall be released from further liability to the other under this Agreement, provided, however, such termination shall have no force or effect on the other obligations of the parties under the Development Agreement between the Purchaser and the Seller entered into as of \_\_\_\_\_, 2011 (the "**Development Agreement**"); or (B) Purchaser may consummate the transaction contemplated by this Agreement in accordance

with the terms hereof and subject to the provisions of **Section 6 (b) iii** below, in which event all exceptions to title listed on Schedule B of the Commitment as of the Closing shall conclusively be deemed to constitute **"Permitted Exceptions."**

(iii) Title Approval. If an exception to title or other title defect other than a Permitted Exception or a Removable Exception is added to the Commitment subsequent to the date of the Commitment but prior to the Closing Date which affects marketability or use of the Property ("**Unpermitted Exceptions**") and Seller is unable or unwilling to have such Unpermitted Exception deleted from the Commitment on or prior to the Closing Date, then Purchaser may elect to either: (A) terminate this Agreement by delivering written notice thereof to Seller prior to the Closing Date, in which event, each party shall be released from further liability to the other under this Agreement, provided, however, such termination shall have no force or effect on the other obligations of the parties under the Development Agreement; or (B) Purchaser may consummate the transaction contemplated by this Agreement in accordance with the terms hereof, in which event all exceptions to title listed on Schedule B of the Commitment as of the Closing Date shall conclusively be deemed to constitute Permitted Exceptions. However, no mortgage or other monetary lien of a definite and ascertainable amount ("**Monetary Liens**") shall be a Permitted Exception hereunder, whether or not objected to by Purchaser, unless Purchaser expressly agrees to assume such Monetary Liens. If Purchaser does not so expressly agree to assume such Monetary Liens then Seller shall either (a) cause such Monetary Liens to be deleted or insured over at Closing by the Title Company, or (b) notify Purchaser in writing that Seller contests such Monetary Lien(s) and Seller shall have fifteen (15) business days from the date of such notice to contest or commence to contest such Monetary Liens and the Closing Date shall be extended for an equal number of days. If Seller is unable to remove the Monetary Liens within fifteen (15) business days from the date of Seller's notice of intent to contest to Purchaser and if the parties do not mutually agree to continue to extend the period of time in which Seller may continue to contest such Monetary Lien, then Purchaser may elect, by written notice to Seller to terminate this Agreement by delivering written notice to Seller, in which event, each party shall be released from further liability to the other under this Agreement. Provided, however, such termination shall have no force or effect on the obligations of the parties under that Development Agreement.

(c) Title Policy. On the Closing Date, Seller shall cause the Title Company to issue to Purchaser a 2006 ALTA Owner's Policy of Title Insurance or an irrevocable commitment to issue same covering the Property in the amount of the Purchase Price, showing fee simple title vested in Purchaser, subject only to (A) general taxes not yet due or payable, (B) any matters listed on **Exhibit "D"** attached hereto and incorporated herein, (C) matters created by, through or under Purchaser and (D) the standard printed exceptions which shall collectively constitute Permitted Exceptions (the "**Title Policy**").

(d) Survey. Seller shall deliver to Purchaser a boundary survey, prepared by a land surveyor licensed in Illinois and certified to have been prepared in accordance with ALTA Land Survey Standards for Urban Properties for the benefit of Purchaser, and the Title Company (the "**Survey**"). The Survey shall be prepared in accordance with the Commitment. If the Survey shows any encroachment, defect or violation the Seller shall have fifteen (15) business days from the date of delivery of the Survey to have the Title Company commit to issue its endorsement to insure over such condition or have a corrected survey delivered to Purchaser and if Seller fails to do so within such fifteen (15) business day period, then Purchaser may elect to either: (A) terminate this Agreement by delivering written notice to Seller within five business days after the expiration of such fifteen (15) business day period, in which event, each party shall be released from further liability to the other under this Agreement, provided, however, such termination shall have no force or effect on the obligations of the parties under the Development Agreement; or (B) Purchaser may consummate the transaction contemplated by this Agreement in accordance with the terms hereof.

6. Documents to be Delivered by Seller at Closing.

(a) Seller's Closing Documents. Seller shall deliver to the Escrowee, pursuant to the Escrow, on or before the Closing Date, the following documents, the delivery of all of which shall be a specific condition to Closing:

- (i) The Deed;
- (ii) The Title Policy;
- (iii) Any releases necessary to release any mortgage filed against the Property;
- (iv) Personal "GAP" undertaking of Seller, if requested; and

(v) Such other documents as Purchaser may reasonably request to enable Purchaser to consummate the transaction contemplated by this Agreement, provided none of said additional documents imposes any cost or obligation upon Seller not otherwise specifically imposed upon Seller pursuant to the terms of this Agreement and provided such documents are in the possession or under the control of Seller.

(b) Purchaser's Closing Documents. Purchaser shall deliver to the Escrowee pursuant to the Escrow, on or before the Closing Date, the following monies and documents, the delivery of all of which shall constitute a specific condition to Closing:

(i) The Purchase Price, plus Purchaser's share of closing costs pursuant to the terms of this Agreement;

(ii) Certified copies of the Purchaser's Ordinances authorizing the execution and delivery of this Agreement, the consummation of the

transactions contemplated herein, the Development Agreement, and the Entitlements specified by the Seller, the granting of which are a condition precedent to the Closing all of which shall be in a form satisfactory to Seller;

(iii) Such other proof of Purchaser's authority and authorization to enter into this Agreement and perform Purchaser's obligations under this Agreement as may be reasonably required by the Title Company; and

(iv) Such other documents as Seller may reasonably request to enable Seller to consummate the transaction contemplated by this Agreement, provided none of said additional documents impose any cost or obligation upon Purchaser not otherwise specifically imposed upon Purchaser pursuant to the terms of this Agreement and provided such documents are in the possession or under the control of Purchaser.

(c) Joint Closing Documents. Seller and Purchaser shall jointly deliver to the Escrowee, pursuant to the Escrow on or before the Closing Date the following documents, the mutual delivery of which shall be a specific condition to Closing:

(i) Six (6) copies of the Closing Statement executed by Seller and Purchaser or their respective attorneys;

(ii) To the extent required, state, county and municipal transfer tax declarations; and

(iii) ALTA Statement.

7. Adjustments.

(a) General. The parties agree to pay their respective portions of the tax bills when the tax bills are issued. The Seller shall be responsible for any taxes due up to the Closing Date. The Village shall be responsible for any taxes due from the Closing Date forward.

(b) Other Prorations. Such additional adjustments as are normally made in connection with a purchase and sale of the type contemplated hereunder.

8. Closing Costs. Seller shall bear the cost of the Title Policy, the Survey, the cost to record any instruments necessary to clear Seller's title, one-half the cost of the Escrow (including any "New York Style" closing fee) and all state and county transfer taxes, if any. Purchaser shall bear the cost of any recording fees with respect to the Deed and any mortgage, the cost of any endorsements to the Title Policy and any extended coverage over the standard exceptions, one-half of the cost of the Escrow (including any "New York Style" closing fee) and any money lender's escrow fees. The cost of any municipal transfer taxes applicable to this transaction shall be paid for by the party made responsible for the payment of the same by the applicable ordinance with respect thereto. All other costs and expenses in connection with the transaction contemplated by this Agreement shall be borne by Purchaser and Seller in

the manner in which such cost and expenses are customarily allocated between the parties at closings of real property similar to the Property in the Cook County, Illinois area. Except as provided in **Section 21** below, each party hereto shall pay its own attorneys' fees incurred with respect to the preparation and negotiation of this Agreement and the closing of the transaction contemplated hereby.

9. Remedies.

(a) If Seller should breach, in any material respect, any of its covenants, conditions, representations or warranties contained in this Agreement or should fail to consummate the sale contemplated herein for any reason other than Purchaser's default, Purchaser may, upon thirty (30) days written notice to Seller, if such breach or failure is not cured or if Seller has not commenced to cure such breach within such thirty (30) day period, (i) terminate this Agreement without further liability or obligation on either party's part, or (ii) seek specific performance of this Agreement as Purchaser's sole remedy. Provided, however, such termination shall have no force or effect on the Purchaser's other obligations under the Development Agreement.

(b) If Purchaser should breach, in any material respect, any of its covenants contained in this Agreement (and Seller shall not be in material default hereunder), Seller may, upon thirty (30) days written notice to Purchaser, if such breach is not cured within such thirty (30) day period, (i) terminate this Agreement without further liability on Seller's part or (ii) seek specific performance of this Agreement. Provided, however, such termination shall have no force or effect on the Seller's other obligations under the Development Agreement.

(c) The breaching party shall pay for the costs of the Escrow, Title Commitment and Survey.

10. Brokers. The parties mutually warrant and represent to the other that neither has authorized any broker to act on its behalf in respect of the transactions contemplated hereby and that neither has dealt with a broker in connection therewith. Each of the parties shall indemnify and save the other harmless from any claim by any broker or other person for commissions or other compensation for bringing about the transactions contemplated hereby where such claim is based on the purported employment or authorization of such broker or other person by such party.

11. Entire Agreement. It is understood and agreed that all understandings and agreements heretofore made between the parties hereto are merged in this Agreement, the exhibits annexed hereto and the instruments and documents referred to herein, which alone fully and completely express their agreements, and that neither party is relying upon any statement or representation, not embodied in this Agreement, made by the other. Each party expressly acknowledges that, except as expressly provided in this Agreement, the other party and the agents and representatives of the other party have not made, and the other party is not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations or information

pertaining to the transactions contemplated hereby. The preparation of this Agreement has been a joint effort of the parties hereto and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12. Modifications. No modification, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, amendment, discharge or change is sought.

13. Notices. All notices, demands, requests and other communications under this Agreement shall be in writing and shall be deemed properly served (i) on the date sent if delivered by hand; (ii) on day after the date such notice is deposited with an overnight delivery service; (iii) on the date sent, if delivered via facsimile at the number set forth below, with a hard copy to follow by overnight delivery service; (iv) on the date when received with proof of receipt to the party to whose attention it is directed or when such party refuses to accept receipt if sent, postage prepaid, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If intended for Purchaser: Village of Evergreen Park  
Office of the Mayor  
9148 South Kedzie Avenue  
Evergreen Park, IL 60805  
Facsimile No.: 708-422-7818

with a copy to: Vincent Cainkar, Esq.  
Law Offices of Louis F. Cainkar, Ltd.  
6215 West 79<sup>th</sup> Street  
Suite 2-A  
Burbank, IL 60459  
Facsimile No.: (708) 430-4092

If intended for Seller: Evergreen Park Development, LLC  
c/o Sterling Bay Companies, LLC  
626 West Jackson Boulevard  
Suite 550  
Chicago, IL 60661  
Facsimile No.: 312-466-4101

with a copy to: Polsky & Associates, Ltd.  
205 N. Michigan Avenue  
Suite 4110  
Chicago, Illinois 60601-5925  
Facsimile No.: 312-540-0207

or such other address or to such other party which any party entitled to receive notice hereunder designates to the others in writing by a notice duly given hereunder.



14. Governing Law and Interpretation. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed wholly within that state. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and the words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnership (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons. The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

15. Purchase As-Is. Purchaser acknowledges and agrees with Seller that Purchaser is purchasing the Property in its "as-is" condition "with all faults" as of the Closing Date. Purchaser acknowledges and agrees that, any information provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that Seller and that Seller has not made any independent investigation or verification of such information and makes no representations or warranties as to the accuracy or completeness of such information. Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions thereof.

18. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19. Partial Invalidity. Seller and Purchaser intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions in this Agreement which is or are not materially related to the liability of the parties hereto or to the conditions to Purchaser's obligations to consummate the transaction contemplated herein is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Seller and Purchaser that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Purchaser and Seller under the remainder of this Agreement shall continue in full force and effect. If any provision or

provisions which is or are material as set forth above are found to be illegal, invalid, unlawful, void or unenforceable as written, this Agreement may, at the option of either party, be terminated without further obligation to either party.

20. Time for Performance. Time is of the essence of this Agreement. Whenever under the terms of this Agreement the time for performance falls on a Saturday, Sunday or legal holiday, such time for performance shall be on the next day that is not a Saturday, Sunday or legal holiday. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included.

21. Professional Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party rising out of this Agreement, then in that event the "prevailing party" shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom but not including any costs or expenses of attorney's fees of any appeal. As used herein, the term "prevailing party" shall mean the party that is successful in obtaining all or substantially all of the relief sought in the case of the plaintiff or the party that is successful in defending all or substantially all of the relief sought in the case of the defendant.

22. Possession. Possession of the Property shall be delivered to Purchaser on the Closing Date.

23. Assignment. Neither party hereto may assign this Agreement.

24. Survival. All covenants and agreements of the parties contained in this Agreement will survive the consummation of the transactions contemplated by this Agreement.

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DRAFT  
FOR DISCUSSION PURPOSES ONLY

**SCHEDULE OF EXHIBITS**

- EXHIBIT A – Legal Description of Property
- EXHIBIT B – Escrow Agreement
- EXHIBIT C – Special Warranty Deed
- EXHIBIT D – Permitted Exceptions

**EXHIBIT A TO PURCHASE AGREEMENT  
LEGAL DESCRIPTION OF PROPERTY**

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN CHAMBERS AND KELLOGG SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THAT PART OF 93RD STREET (ASHTON PLACE) LYING EAST OF THE WEST LINE OF LOTS 4 AND 5 IN CHAMBERS AND KELLOGG SUBDIVISION AFORESAID AND LYING WEST OF THE EAST LINE OF LOTS 4 AND 6 IN CHAMBERS AND KELLOGG SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE NORTH 01 DEGREES 39 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID LOTS 6 AND 7, A DISTANCE OF 296.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 20 MINUTES 34 SECONDS WEST, A DISTANCE OF 248.50 FEET TO A LINE THAT IS 248.50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOTS 3, 4 AND 6; THENCE NORTH 01 DEGREES 39 MINUTES 26 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 500.00 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 34 SECONDS EAST, A DISTANCE OF 248.50 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE SOUTH 01 DEGREES 39 MINUTES 26 SECONDS EAST, ALONG THE EAST LINE OF SAID LOTS 3, 4 AND 6, A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,995,375 SQUARE FEET (45.807 ACRES) MORE OR LESS

PREPARED BY:  
MANHARD CONSULTING, LTD.  
900 WOODLANDS PARKWAY  
VERNON HILLS, ILLINOIS 60061  
847.634.5550

**EXHIBIT D TO PURCHASE AGREEMENT  
PERMITTED EXCEPTIONS**

1. Rights or claims of parties in possession not shown by public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
3. Easements, or claims of easements, not shown by public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

6. Taxes for the year(s) 2010 and 2011

2011 Taxes are not yet due or payable.

Note: 2010 First Installment was due April 1, 2011

Note: 2010 Final Installment not yet due or payable

Perm Tax #	PCL	Year	1st Inst	Stat
24-01-400-001-0000	1 of 7	2010	\$7,033.90	Paid
This Tax Number affects part of Parcel in question. Lot 1				
24-01-400-002-0000	2 of 7	2010	\$6,754.48	Paid
This Tax Number affects part of Parcel in question. Lot 2				
24-01-400-003-0000	3 of 7	2010	\$6,754.48	Paid
This Tax Number affects part of Parcel in question. Lot 3				
24-01-400-004-0000	4 of 7	2010	\$6,754.48	Paid
This Tax Number affects part of Parcel in question. Lot 4				
24-01-403-001-0000	5 of 7	2010	\$3,463.82	Paid
This Tax Number affects part of Parcel in question. Lot 5				
24-01-403-002-0000	6 of 7	2010	\$3,290.66	Paid
This Tax Number affects part of Parcel in question. Lot 6				
24-01-403-003-0000	7 of 7	2010	\$748.08	Paid
This Tax Number affects part of Parcel in question. Lot 7				

7. The land is assessed for tax purposes pursuant to the open space valuation permitted under Section 10-155 of the Property Tax Code, 35 ILCS 200/1-1 et seq. This Commitment/Policy is subject to the lien of additional taxes for prior years when the land no longer qualifies for such open space valuation.
8. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

9. Easement for the benefit of PINs 24-01-401-001-0000, 24-01-401-002-0000, 24-01-402-001-0000, 24-01-402-002-0000, 24-01-404-001-0000 and 24-01-404-002-0000 for the installation, construction, maintenance, repair or replacement of underground stormwater sewer pipes as created by declaration of easement recorded \_\_\_\_\_ as document \_\_\_\_\_ over the following real estate:

[WESTERN PARCEL]

10. Easement for the benefit of PINs 24-01-401-001-0000, 24-01-401-002-0000, 24-01-402-001-0000, 24-01-402-002-0000, 24-01-404-001-0000 and 24-01-404-002-0000 for the installation, construction, maintenance, repair or replacement of underground stormwater sewer pipes as created by declaration of easement recorded \_\_\_\_\_ as document \_\_\_\_\_ over the following real estate:

[UNDER MAPLE AVENUE]

11. No Further Remediation Letter recorded May 7, 2004 as Document Number 0412845078, and the terms and conditions as to land use limitations contained therein