VILLAGE OF GREEN OAKS NOTICE OF PUBLIC HEARING SPECIAL USE

The following Public Notice will be published in the newspaper and a copy of his Public Notice is being sent by Certified Mail to property owners of record within 500 feet of the subject property for the Special Use at 27880 Irma Lee Circle.

PUBLIC NOTICE is hereby given that a Public Hearing will be held virtually before the Plan Commission of the Village of Green Oaks on Wednesday, May 12, 2021 at 7:30 P.M. at the Village Hall of the Village of Green Oaks located at 2020 O'Plaine Road, Green Oaks, Illinois to consider the Application of Tordesilhas LLC and Vivian Koralik for a proposed Special Use with certain departures for an indoor Padel Club at 27880 Irma Lee Circle in the LI Limited Industrial Zoning District of the Village of Green Oaks. The subject property has a Lake County Real Estate Property Index Number (PIN) of 11-25- 101-062 and includes 0.9940 acres in area per the Lake County Real Estate Tax Information.

Pursuant to the current Gubernatorial Disaster Proclamation and Section 7(e) of the Open Meetings Act, 5 ILCS 120/7(e) in response to the COVID-19 pandemic, the meeting will take place virtually. No public attendance will be permitted at Village Hall.

TO JOIN THIS MEETING FROM YOUR COMPUTER OR TABLET do so by clicking on the Following Link: https://global.gotomeeting.com/join/441250197

TO JOIN THIS MEETING BY USING YOUR SMARTPHONE please dial the following Number Followed by the Access Code:

United States: +1 (312) 757-3121 Access Code: 441-250-197

FOR SUPPORTED DEVICES, Tap a "One-Touch" Number below to join instantly One Touch: tel:+13127573121, #441250197

At the Public Hearing the Plan Commission will consider the Application for a proposed Special Use with certain departures for an indoor Padel Club at 27880 Irma Lee Circle in the LI Limited Industrial Zoning District of the Village of Green Oaks. The subject property has a Lake County Real Estate Property Index Number (PIN) of 11-25-101-062 and includes 0.9940 acres in area per the Lake County Real Estate Tax Information.

A copy of the Special Use Application and proposed plans and related documents and are available on the Village's website at www.greenoaks.org. A copy of the Special Use Application and proposed plans and related documents are available from the office of the Village Administrator at the Green Oaks Village Hall for inspection by appointment only by calling (847) 362-5363.

Persons wishing to appear virtually at such hearing may do so in person, by attorney or other representative, and be heard. Communication in writing in relation thereto may be filed prior to the meeting with the Village Clerk, or at such Hearing.

By: Clare Michelotti, Village Clerk

VILLAGE OF GREEN OAKS PLAN COMMISSION APPLICATION FOR SPECIAL USE PERMIT

I. GENERAL INFORMATION

NAME OF APPLICANT: Rudinei Kalil Manager, Tordesilhas LLC

NAME OF DEVELOPMENT (IF ANY): Padel Club of Green Oaks

ADDRESS: 1200 Green Bay Rd, Glencoe IL 60022

PHONE NUMBER: (305) 607.1185

II. INFORMATION ON THE SUBJECT PROPERTY AND NEIGHBORING USES:

ADDRESS OF PROPERTY TO BE AFFECTED: 27880 Irma Lee Circle, Green Oaks IL 60045

NAME OF DEVELOPER (S), SITE PLANNER (S): Rudinei Kalil

ADDRESS: 1200 Green Bay Rd, Glencoe IL 60022

PHONE NUMBER: (305) 607.1185

LEGAL DESCRIPTION OF PROPERTY:

Property is a vacant lot located in the Village Limit Industrial (LI) District.

REASON FOR REQUESTING SPECIAL USE PERMIT:

Build a Padel Club. Padel is a racquet sport.

PRESENT USE: Property is a vacant lot.

PROPOSED USES:

Padel Club with 4 courts, food & beverage, physical therapy, pro-shop, restrooms, showers, with 35 parking spots.

LOT SIZE: ~ 1 acre

FRONTAGE: ~163 feet

AREA (SO. FT.): 42,293 sq.ft.

OWNER OF PROPERTY: Property to be acquired by Tordesilhas LLC (owned by Rudinei Kalil), pending approval of the Padel Club. Purchase Agreement attached as Exhibit "F"

PRINCIPALS FOR DEVELOPMENT: Rudinei Kalil

LIST OF ABUTTING LANDOWNERS WITHIN 500 FEET OF THE PROPERTY, WITH ADDRESSES (Attach additional as Exhibit "B"):

LOCATION	LANDOWNER NAME	ZONING	USE
Property in Question:			
North:			
South:			
East:			
West:			

(NOTE THE REQUIREMENTS OF SECTIONS 8-10-1, 8-10-2, AND 8-11-6 OF THE ZONING ORDINANCE, WHICH REQUIRES: 1.) WRITTEN NOTICE PROVIDED, NOT MORE THAN 30 NOR LESS THAN 15 DAYS, TO PROPERTY OWNERS WITHIN 500 FEET FROM THE PROPERTY LINE OF THE SUBJECT PROPERTY WHICH CONTAINS THE NAME AND ADDRESS OF APPLICANT AND OWNER, STREET ADDRESS, LEGAL DESCRIPTION AND A SIMPLE DESCRIPTION THAT WILL ENABLE THE ORDINARY READER TO LOCATE THE PROPERTY, THE ZONING ACTION REQUESTED, AND THE DATE, TIME AND PLACE OF THE PUBLIC HEARING; 2.) PUBLICATION OF A NOTICE OF HEARING IN A NEWSPAPER OF GENERAL DAILY CIRCULATION IN THE VILLAGE AT LEAST 15 DAYS, BUT NO MORE THAN 30 DAYS BEFORE THE SCHEDULED HEARING, CONTAINING THE NAME AND ADDRESS OF APPLICANT AND OWNER, STREET ADDRESS, LEGAL DESCRIPTION AND A SIMPLE DESCRIPTION THAT WILL ENABLE THE ORDINARY READER TO LOCATE THE PROPERTY, THE ZONING ACTION REQUESTED, AND THE DATE, TIME AND PLACE OF THE PUBLIC HEARING.)

ZONING DISTRICT CLASSIFICATION OF SUBJECT PROPERTY: Limited Industrial

ZONING DISTRICT CLASSIFICATION ABUTTING PROPERTIES: LI and residential

CURRENT PLAT OF SURVEY (Please Attach as Exhibit "C")

SITE PLAN (Please Attach as Exhibit "D")

III. SPECIAL USE APPROVAL CRITERIA (See Section & 10.1.) of Zoning Chilenone et

Liet any protential impact that the enquered special me will have upon the maing district in which a proposed to be broaded at letting any impact of allow the maintenance of any impact of the control of the applicant to the applicant to the important impact on them control on the applicant to the important impact on their control of the control of the forming.

mining District LL door, already allow the use for both the district a Large to enter a six made to the him were similar use to Health or Litness Centers. Padel is a racquet speet that welcomes players from all different age groups, from kids as young as 4 years old up to seniors of your 30 years of up. The addition of this new sport can enhance the well-being and health of the compounts.

Are any of the above listed impacts of the special use upon the zoning district contrary to the general purpose of that zoning district? Explain.

No

3. Will any of the above listed impacts of the special use upon the zoning district adversely affect the permitted uses in the district? Explain.

10

4. Provide any other justification for the special use permit request here:

Padel is the fastest growing sport in Europe. It is a racquet sport very similar to Platform Tennistknown also as Paddle), but not yet available in Illinois. Florida, California, Nevida and Texas are the states who started to develop the sport of Padel. The USTA (United States Tennis Association) has included Padel as part of the certification of Tennis Professionals. The Padel Club in Green Oaks will be the first Padel facility in the Midwest. It will give the community the opportunity to learn a new racquet sport, improve its health and well-being, while generating new jobs.

IV. REIMBURSEMENT OF FEES

In the event it is necessary for the Village of Green Oaks to obtain professional services including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts, or other consultants in connection with any petitioner's request for the Village to consider or otherwise take action upon any zoning change, special use, easement, occupancy permit, building permit, planned unit development, variation from ordinance or code, subdivision, public improvement or other improvement of development upon real property shall be jointly and severally liable for the payment of such professional fees and reimbursement shall be made to the Village within thirty (30) days of receipt of an invoice from the Village.

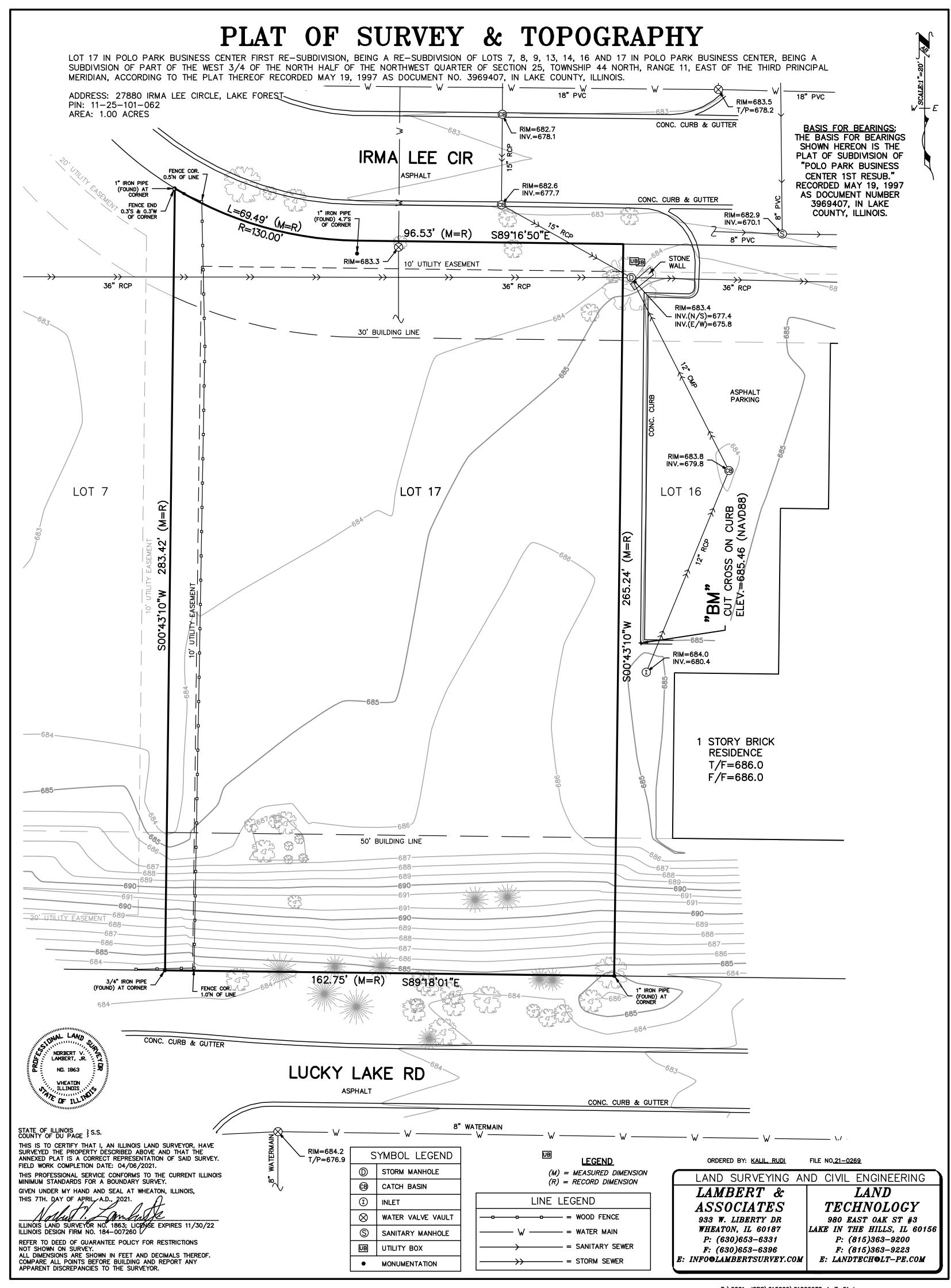
V. AUTHORIZATION

Under penalties as provided by law pursuant to undersigned certifies that the statements set forth in representations contained in any papers or plans su as to matters therein stated to be on information a undersigned certifies as aforesaid that he verily be etc. will not be returned.	n this application and all of the statements and abmitted herewith, are true and correct, except and belief, and except as to such matters, the
	4/19/2021
Peritioner	Date
Petitioner	Date
I hereby affirm that I am the legal owner of the supursue this request as described above (petitioner n	
Museu Koall	4/20/2021
Owner	Date
Owner	Date

Florida State of Himois County of Lake CHOUS State of Himois SS CHOUS	
I, the undersigned, a Notary Public in and for the County that FUDING KMM and and personally known to me, is (are) the person(s) who execute of MIN 19 204, and appeared before me this he/she/they signed, sealed and delivered the same instrumset forth.	(Petitioner(s)), and (Owner(s)), and the foregoing instrument on the date day in person and acknowledged that
Given under my hand and Notarial Seal this	day of April 2021
Marlen Muhleubacher Notary Public (Seal) My Commission expires 01/28/2007	Notary Public State of Florida Marlene Mehlenbacher My Commission GG 179924 Expires 01/28/2022
(DO NOT WRITE IN SPACE BELOW, OF	FFICE USE ONLY)
DATE FILED:	
DATE SET FOR HEARING:	
DATE HEARING HELD:	

ACTION OF PLAN COMMISSION:_____

DOCKET NUMBER:_____





MAINSTREET ORGANIZATION OF REALTORS® VACANT LAND CONTRACT [NOT TO BE USED FOR TEARDOWNS]



1	1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".				
2	Buyer Name(s) [PLEASE PRINT] Tordesilhas LLC				
3	Seller Name(s) [PLEASE PRINT] Vivian Koralik				
4	If Dual Agency applies, check here □ and complete Optional Paragraph 29.				
5 6 7 8	2. THE REAL ESTATE: Real Estate shall be defined to include the Real Estate and all improvements thereon. Selle agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of .99 acres commonly known as: 27880 N. Irma Lee Circle Lake Forest Illinois 60045 Lake				
9					
11	3. PURCHASE PRICE AND PAYMENT: The Purchase Price is \$ 290,000.00 . After the payment of Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good Funds" as defined by law. a) CREDIT AT CLOSING: [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller agrees to credit \$ NA				
25	prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing. 4. CLOSING: Closing shall be on 15 business days after close of due diligence or at such time as mutually agreed upon 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. 5. POSSESSION: Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in writing				
21	by the parties.				
29 30 31 32 33 34 35 36 37	five (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 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan as follows: [CHECK ONE]				
10 11 12 13	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 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 have the option to				
16	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.				
17 18	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,				
	Buyer Initial Buyer Initial Seller I				

49	then this Contract shall continue in full force and effect without any loan contingencies.
50	I The said and the
51	existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph if Buyer
52	The state of this occupant of the state of t
53	g,
54	If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to thi
55	Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.
56	
	will pay at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of
58	Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
39	representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller
60 61	of italiant in the cooler, to prove the availability of Sufficient funds to close
62	Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any ac or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Due a
63	Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing
64	fee equally. Unless otherwise provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or
65	closing of Buyer's existing real estate.
66	c) CASH TRANSACTION, MORTGAGE ALLOWED: If this selection is made, Buyer will pay a
67	closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that
68	Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
69	representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller
70	Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close
71	Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply
72	
73 74	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 the NOT be all of the NOT be such as the Not t
75	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
76	Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying
77	the Balance Due at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company
78	escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects to close without a mortgage loan, the
79	Parties shall share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 30, this Contract
80	shall not be contingent upon the sale and/or closing of Buyer's existing real estate.
81	7. PRORATIONS: The requirements contained in this paragraph shall survive the Closing. Proratable items shall be
82	prorated to and including the Date of Closing and shall include without limitation, general real estate taxes, rents and
83	deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only: utilities
84	water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and Master/Umbrella
85	Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable
	item.
87	a) The general real estate taxes shall be prorated to and including the date of Closing based on 105 % of the most
88	recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing, except as
89 90	provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a homeowner,
91	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
92	Closing, to preserve said exemption(s). The proration shall not include exemptions to which the Seller is not
93	lawfully entitled.
94	b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s) fees are
95	\$ NONE per (and, if applicable, Master/Umbrella Association fees are
96	\$ NONE per). Seller agrees to pay prior to or at Closing the remaining balance of any
97	special assessments by the Association(s) confirmed prior to Date of Acceptance.
98	c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
99	proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.
00	8. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
01	Parties, by Notice, may:
02	a) Approve this Contract; or
	Buyer Initial Buyer Initial Seller I
	(Page 2 of 7) 6.2019 - O MAINSTREET ORGANIZATION OF REALTORS*

b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or 103 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively 104 105 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal 106 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 107 Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or 108 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any 109 proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a 110 modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, neither Buyer 111 112 nor Seller may declare this contract null and void, and this contract shall remain in full force and effect. 113 If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of 114 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). 118 9. WAIVER OF PROFESSIONAL INSPECTIONS: [INITIAL IF APPLICABLE] Buyer acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such 119 inspections of the Real Estate, and further agrees that the provisions of Paragraph 10 shall not apply. 10. INSPECTIONS: Seller agrees to allow Buyer's inspectors reasonable access to the property upon reasonable notice 122 and gives Buyer's inspectors permission to perform tests on the property, including invasive testing, if the inspections and 123 the tests are reasonably necessary to satisfy the contingencies in this Contract. Buyer agrees to promptly restore the property to its original condition and agrees to be responsible for any damage incurred while performing such inspections. Seller authorizes Buyer's inspectors to take soil samples which may detect environmental contamination which 126 may be required to be reported to the appropriate governmental authorities. Buyer agrees to hold harmless and indemnify Seller from any liability for the actions of Buyer's agents and representatives while conducting such inspections 128 and tests on the property. Notwithstanding anything to the contrary set forth in the above in this paragraph, in the event 129 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 the Date of Acceptance, this Contract shall be null and void. Unless specifically requested by Seller, Buyer shall not provide copies of any inspection report. 132 11. BUILDING AND SEWAGE PERMITS CONDITION: This Contract is subject to the condition that Buyer(s) obtain within 30 Business Days after the date of this contract, at Buyer's expense, a building permit and an acceptable septic percolation test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the subject Property. If Buyer(s) has properly, diligently, and promptly applied for said permits and approvals and has been 136 unable to obtain the permits within the times specified. Buyer(s) may, at Buyer's option, within one (1) business day of the 137 time specified, serve written notice of such failure and inability to obtain the necessary permits upon Seller(s) or Seller's 138 attorney, and in such event this Contract shall become null and void and all earnest money paid by Buyer(s) shall be refunded to Buyer(s). IN THE EVENT BUYER(S) DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME 140 SPECIFICED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS 141 CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. 142 12. SOIL TEST/FLOOD PLAIN CONDITION: This Contract is subject to Buyer obtaining within 30 Business Days 143 from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer's choice on the 144 Property to obtain the necessary permits from the appropriate governmental authorities for the improvement contemplated 145 by the Buyer. Such determination and tests shall be at Buyer's expense. In the event Flood plain Determination and such 146 tests are unsatisfactory, at the option of Buyer, and upon written notice to Seller within one (1) business day of the time set 147 forth above, this contract shall be null and void and earnest money shall be refunded to Buyer upon mutual written 148 direction of Seller and Buyer or the escrow agent. In the event the Buyer does not serve written notice within the time specified herein, this provision shall be deemed waived by all parties hereto and this contract shall continue in full force 150 and effect. 151 13. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is 152 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to Seller 153 within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer 154 shall be deemed to have waived such option and this Contract shall remain in full force and effect. Nothing herein 155 shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act. Buyer Initial Buyer Initial Seller Initial Seiler Initial Address 27880 N. Irma Lee Circle, Lake Forest, Illinois (Page 3 of 7) 6.2019 - © MAINSTREET ORGANIZATION OF REALTORS

- 156 14. 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.
- a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act: installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.
- b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.
- c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act. if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions
- d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements 172 are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the 173 documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations 174 unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void 175 by giving Seller written notice within five (5) Business Days after the receipt of the documents and information 176 required by Paragraph 14 (c), listing those deficiencies which are unacceptable to Buyer. If written notice is not served 177 within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in 178 179 full force and effect.
- 180 15. 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 general 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, 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.
- 186 **16. ZONING:** Seller represents to the best of Seller's knowledge, without duty to investigate, that the Real Estate is zoned: Industrial-see Rider 1
- 188 17. 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 by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 15 and shall cause a title policy to be issued with an effective date as of Closing. 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 unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish 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.
- 18. PLAT OF SURVEY: Not less than one (1) business day prior to Closing Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms 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 an professional land surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of record, fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In addition, the survey to be provided shall be a boundary survey conforming to the current requirements of the appropriate state regulatory authority. The survey shall show all corners staked, flagged, or otherwise monumented. The survey shall have the following statement prominently appearing near the professional land surveyor seal and signature: "This professional service conforms to the current Illinois minimum standards for a boundary survey." A Mortgage

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Buyer Initial Buyer Initial	Seller Initial Seller Initia	al
Address 27880 N. Irma Lee Circle, Lake Forest, Illinois		-
(Page 4 of 7) 6.2019 - @ MAINSTREET ORGANIZATION OF REALTORS		

- 210 Inspection, as defined, is not a boundary survey, and is not acceptable. 211 19. ESCROW CLOSING: At the election of either Party, not less than five (5) Business Days prior to the Closing, this 212 sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions 213 of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted in 214 the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the Party 215 requesting the escrow. If this transaction is a cash purchase (no mortgage is secured by Buyer), the Parties shall share the 216 title company escrow closing fee equally. 217 20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior delivery of the deed, the 218 Real Estate shall be destroyed or materially damaged by fire, casualty, or any other cause, or the Real Estate is taken by condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer. 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 in this paragraph. 224 21. SELLER REPRESENTATIONS: Seller's representations contained in this paragraph shall survive the Closing. 225 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: 227 a) zoning or health code violations that have not been corrected; 228 b) any pending rezoning; 229 c) boundary line disputes; 230 d) any pending condemnation or Eminent Domain proceeding: 231 easements or claims of easements not shown on the public records; 232 any hazardous waste on the Real Estate: 233 real estate tax exemption(s) to which Seller is not lawfully entitled: or h) any improvements to the Real Estate for which the required initial and final permits were not obtained. 234 235 Seller further represents that There [CHECK ONE] is is not an unconfirmed pending special assessment 236 [INITIALS] 237 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.
 238 [INITIALS] ☐ The Real Estate [CHECK ONE] ☐ is ☑ is not located within a Special Assessment Area 239 or Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs. 240 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters that 241 require modification of the representations previously made in this Paragraph 21. Seller shall promptly notify Buyer. If the 242 matters specified in such Notice are not resolved prior to Closing. Buyer may terminate this Contract by Notice to Seller 243 and this Contract shall be null and void. 244 22. CONDITION OF REAL ESTATE AND INSPECTION: All refuse and personal property that is not conveyed to 245 Buyer shall be removed from the Real Estate at Seller's expense before closing. Buyer shall have the right to inspect Real Estate within 72 hours prior to closing to verify that the Real Estate is in substantially the same condition as of the Date of 247 Offer of this Contract, normal wear and tear excepted. 23. GOVERNMENTAL COMPLIANCE: The Parties agree to comply with the applicable reporting requirements of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended. 24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. 250 Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time. In the event the Closing or Loan Contingency Date 252 described in this Contract does not fall on a Business Day, such date shall be the next Business Day. 253 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 256 by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital 257 signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the 258 Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, 259 such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by electronic mail. 261 26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if the
 - Buyer Initial Buyer Initial Seller I

- 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 the 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.
- 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.
- 280 27. NOTICE: All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney.
 281 Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following
 282 manner:
- 283 a) By personal delivery; or

287

288

- b) By mailing to the addresses recited on Page 7 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

 By facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that
 - c) By facsimile transmission. Notice shall be effective as of date and time of facsimile 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 as 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.
- 298 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.

Buyer Initial Buyer Initial Address 27880 N. Irma Lee Circle, Lake Forest, Illinois	Seller Initial Seller Initial
(Page 6 of 7) 6.2019 - © MAINSTREET ORGANIZATION OF REALTORS®	

314	This Contingent upon the approval of the Real				
	Buver's specified party within five (5) Rusiness Down often the				
317	Date of Acceptance In the event Buyer's specified party does not approve of the Real Estate and written notice is given to Seller within the time specified, this Contract shall be null and void. If written notice is not served within the time				
318	specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.				
319	Parameter and the second secon	following attachments, if any, are hereby incorporated into this			
320	Contract [IDENTIFY BY TITLE]: Rider 1	onlowing attachments, it any, are nereby incorporated into this			
321					
322 323	The state of the s				
324 325	THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELINERED TO THE DATE.				
326 327	VACANT LAND CONTINACT OF MAINSTREET ORGANIZATION OF REALTORS*.				
328	March 9, 202/				
329	Date of Offer	DATE OF ACCEPTANCE			
330 331	Buyer Signature	Seller Signature			
332 333	Buyer Signature	1/			
334 335	Tordesilhas LLC by Rudinei Kalil, manager	Seller Signature WIAA KORACIK			
	Print Duver(s) Name(s) [RAQCIDED] + 407	Print Seller(s) Name(s) [REQUIRED]			
336 337 338	Address (WEO) (RED) WALL G 22149	Address Incorrect			
339	City, State. Zip REQUIRED Consultation	City State Zip (REQUIRED) 1 847-337-1981 VIVIAN & KOR-PAK-COM			
340 341	Phone 607.118 Pupine : KAUL a Gran. Con				
342		Phone E-mail			
343	NONE	PRMATION ONLY Forney Realty			
344	Buyer's Brokerage MLS # State License #				
345 346		5 State Dicellac in			
347 348	to any	Address Ken Eichelberger City Zip			
348 349	Buyer's Designated Agent MLS # State License #	Seller's Designated Agent MLS # State License 847-362-2000			
350	Phone Fax	Frone Fax			
351 352	E-mail	E-mar			
353	Gene S. Bobroff gene@bobrofflaw.com				
354 355	Buyer's Attorney F-mail 701 W. Golf Road Mt. Prospect IL 60056	Seller's Attorney E-mail			
356 357	847-995-9191 847-995-919State Zip	Address City State Zip			
358	Phone Fax	Phone			
361	Mortgage Company Phone				
		Homeowner's/Condo Association (if any) Phone			
362 363	Loan Officer Phone/Fax	Management Co./Other Contact Phone			
363 364	Loan Officer E-mail	Management Co./Other Contact E-mail			
365	Illinois Real Estate License Law requires all offers he presented in a	timely manner Private requests and facility of the state of			
200	Illinois Real Estate License Law requires all offers be presented in a Seller rejection: This offer was presented to Seller on	timely manner; Buyer requests verification that this offer was presented.			
365 366 367	Illinois Real Estate License Law requires all offers be presented in a Seller rejection: This offer was presented to Seller on at : a.m./p.m.	timely manner; Buyer requests verification that this offer was presented. at a.m./p.m. and rejected on SELLER INITIALS]			

FIRST RIDER TO VACANT LAND CONTRACT

This Rider shall be incorporated into and made a part of a certain Vacant Land Contract ("the Contract") dated March 9, 2021 by and between Tordesilhas LLC ("Purchaser") and Vivian Koralik ("Seller") for the sale and purchase of 27880 N. Irma Lee Circle, Lake Forest, Illinois.

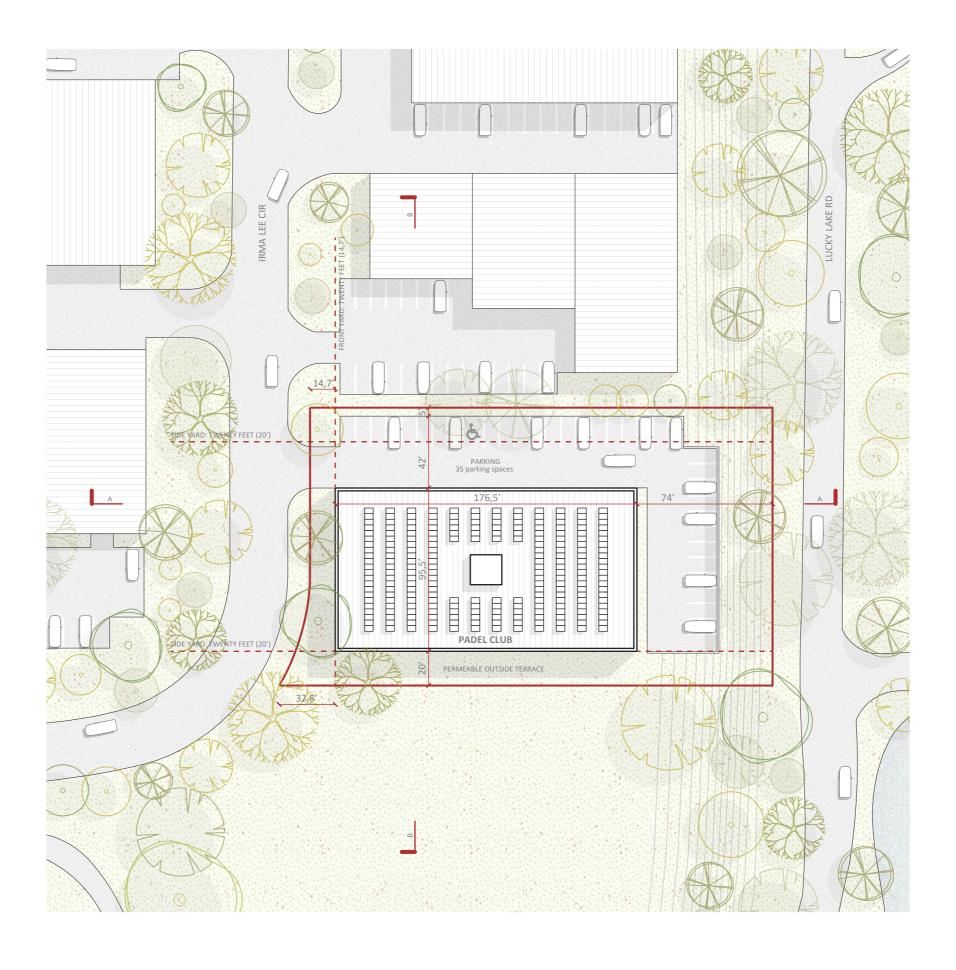
IT IS HEREIN agreed by and between the parties that the Contract shall be amended as follows:

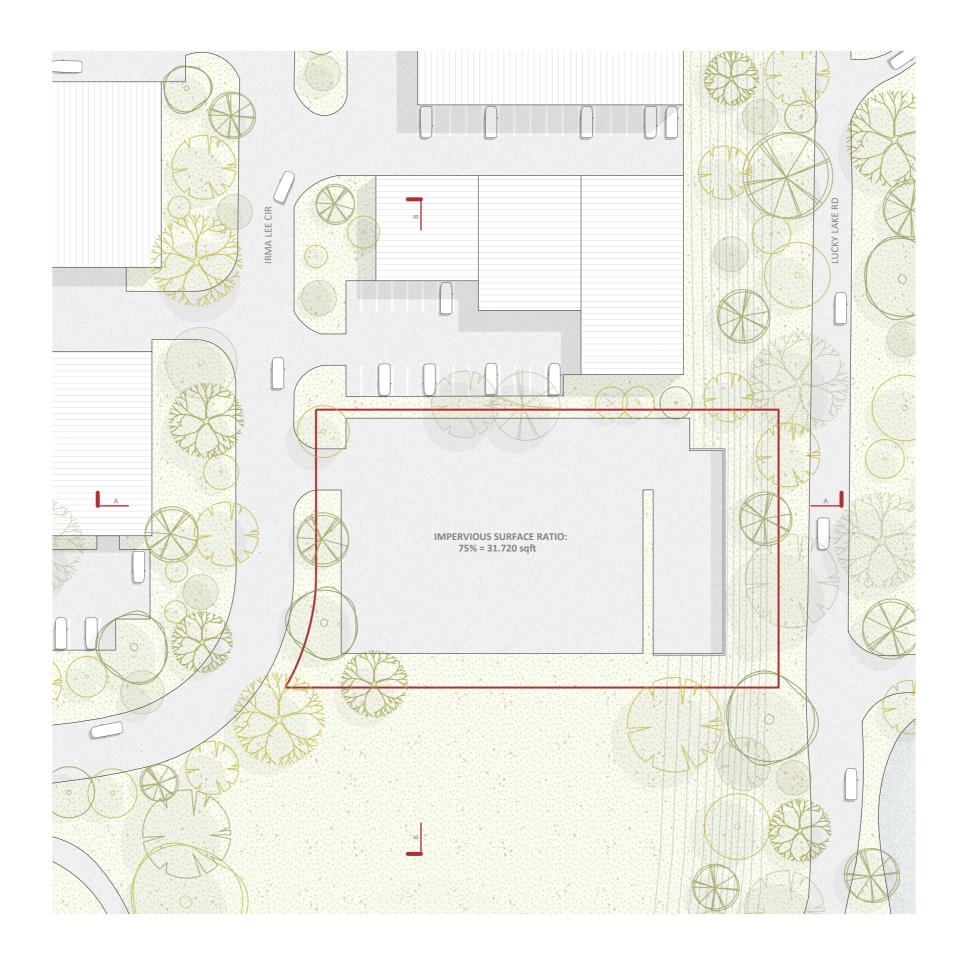
- 1. Due Diligence. Purchaser's obligation to close the transaction contemplated is contingent upon Purchaser's inspection of all aspects and matters relating to the Property, of any kind or nature, in Purchaser's sole and absolute discretion to meet its developmental goals. If, for any reason or no reason, in Purchaser's sole and exclusive discretion, Purchaser does not approve or is dissatisfied with its due diligence of any matter relating to the Property then Purchaser shall have the right to terminate this Agreement by giving written notice to Seller no later than May 31, 2021 (the "Due Diligence Period"). If Purchaser elects to terminate this Agreement pursuant to this Section, all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder.
- 2. Zoning Change Contingency. The Contract is contingent upon Purchaser obtaining approval from the Village or other governing jurisdiction of a zoning change or variance allowing the construction of a Padel Club on or before May 31, 2021. Seller agrees to cooperate, at Purchaser's expense, in executing documents or performing any necessary acts to assist Purchaser with this process and request. In the event this contingency cannot be satisfied, Purchaser may elect to terminate the Contract and all Earnest Money shall be returned to Purchaser.
- 3. Title Review. Within 10 days of the Contract Date, Seller shall deliver, at Seller's sole cost and expense, to Purchaser a commitment for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price, covering fee simple and marketable title to the Property dated within 10 days of the date hereof (including legible copies of all of the documents and plats of record. If, in Purchaser's sole discretion, the title commitment discloses unpermitted exceptions, Purchaser shall notify Seller in writing prior to the expiration of the Due Diligence Period and Seller shall have the unpermitted exceptions removed from the commitment or have the Title Company commit to insure against loss or damage that may be occasioned by such exceptions on or before the Closing Date. If Seller is unable to do so prior to the Closing Date, Purchaser may terminate this Agreement, all Earnest Money shall be returned to Purchaser and this Agreement shall be null and void.
- 4. <u>Brokers.</u> Seller and Purchaser each agrees to indemnify and hold the other harmless from the claims of any broker claiming a commission due by virtue of its representation of them; provided, however, that Seller will compensate its own listing broker.

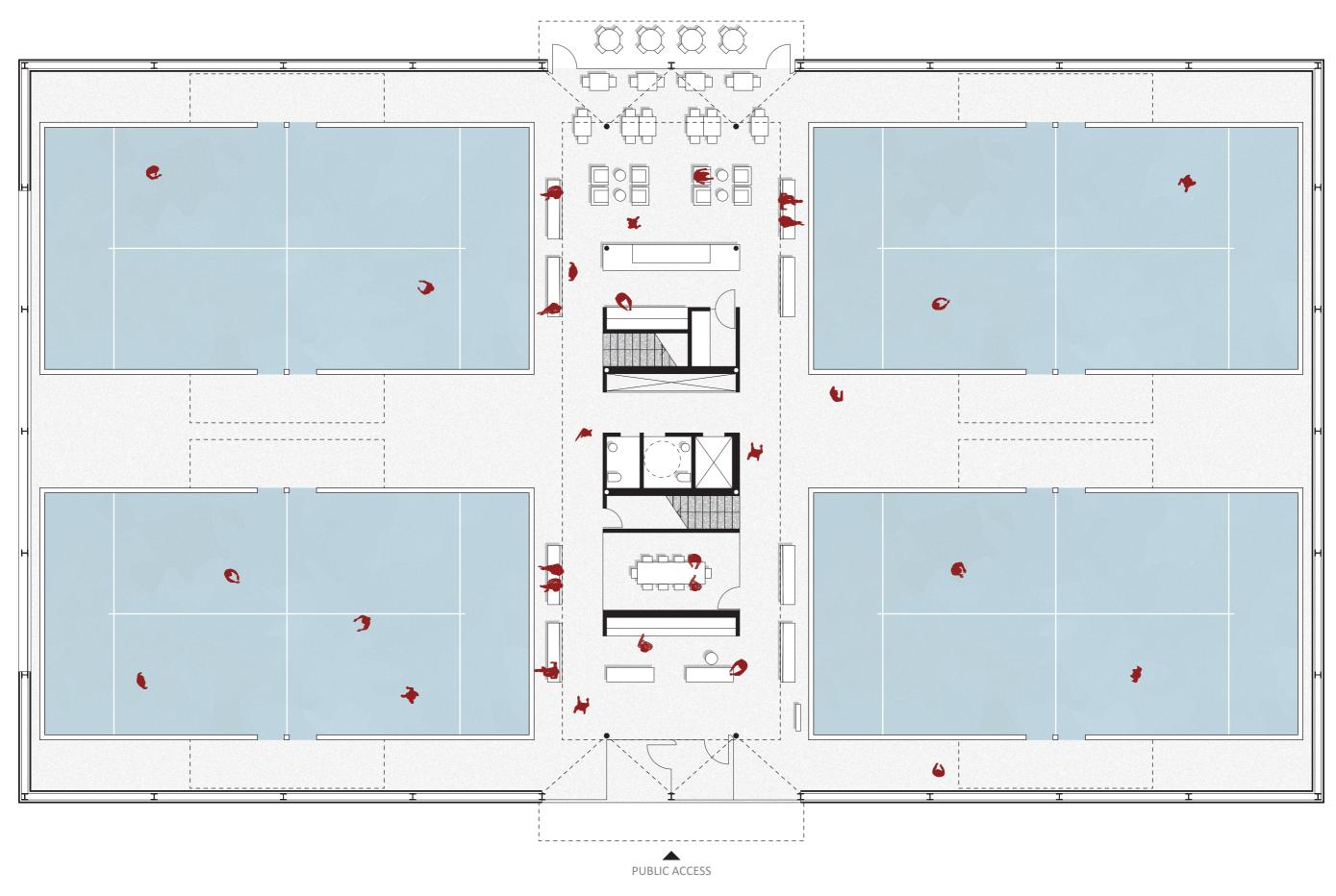
The terms, conditions and provisions of this Rider shall supercede and control over any conflicting terms, conditions or provisions as contained in the Contract and all inconsistencies shall be resolved in favor of this Rider.

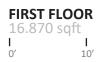
IN WITNESS WHEREOF, this Agree as of the dates written below.	ment has been executed and	delivered by the undersigned
Seller:	Purchaser:	
Alina her	1	





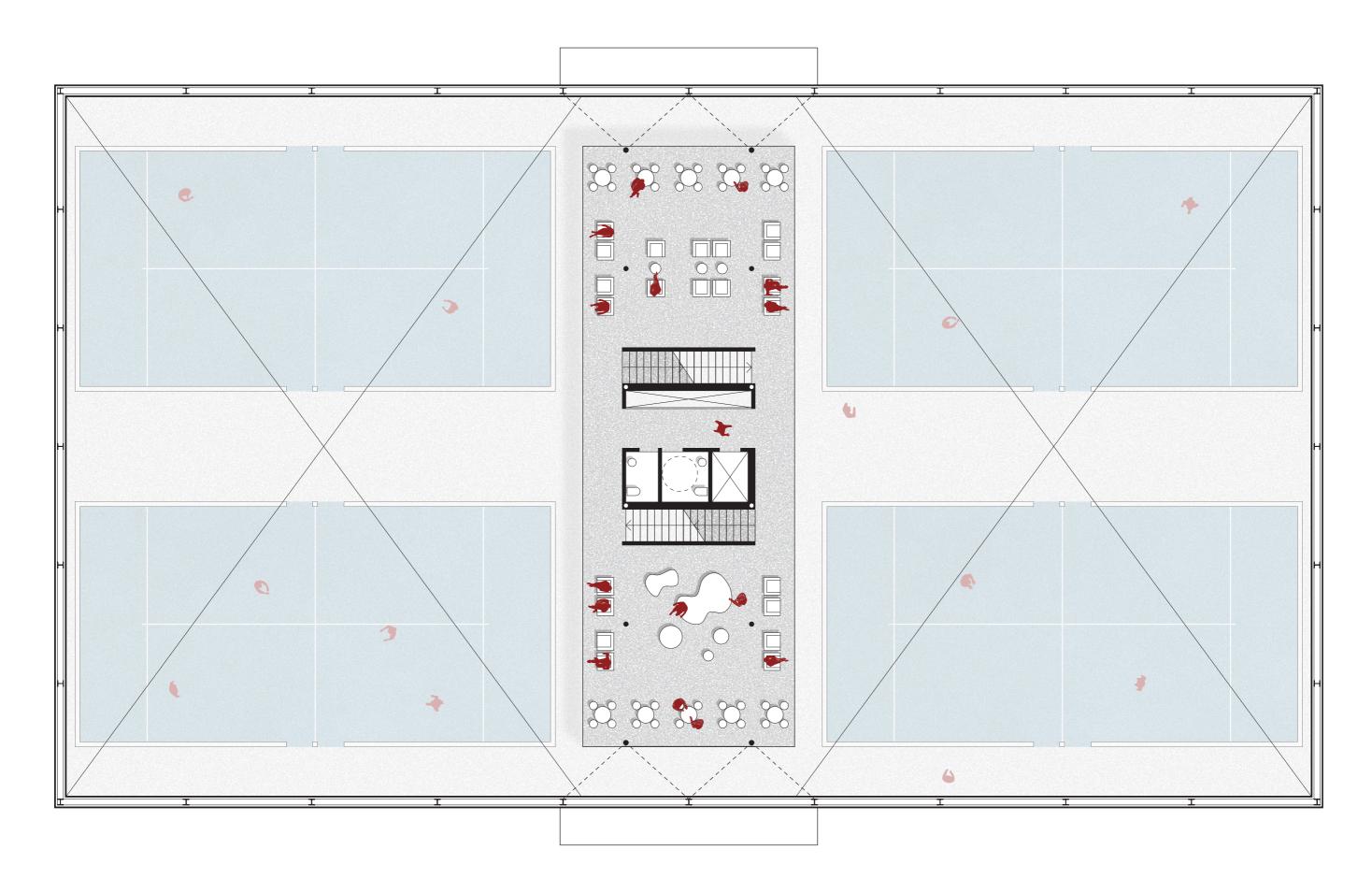








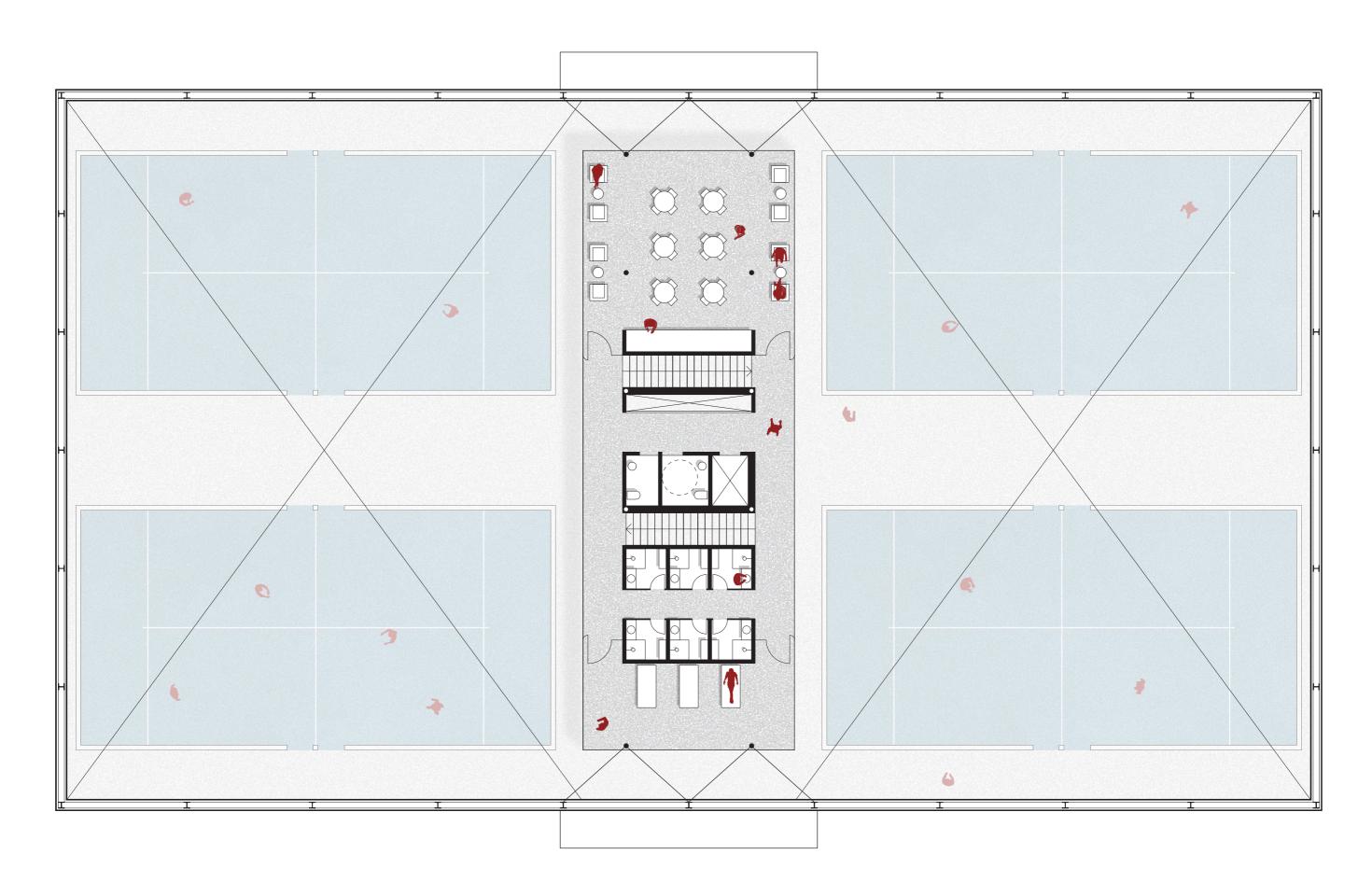






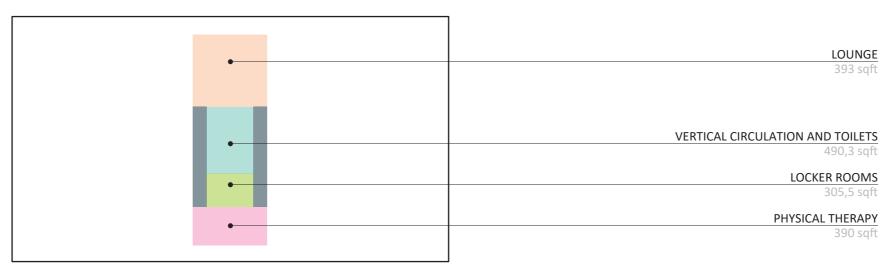




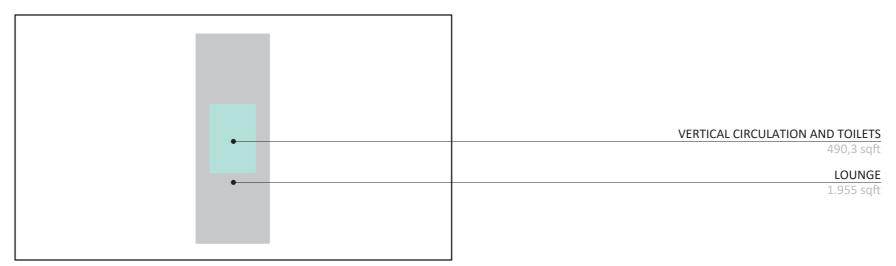




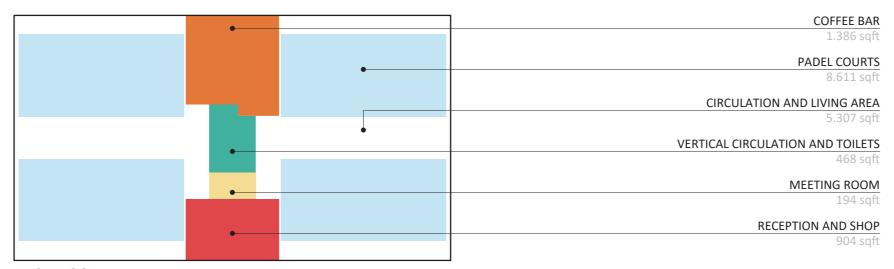




SECOND FLOOR 1.579 sqft

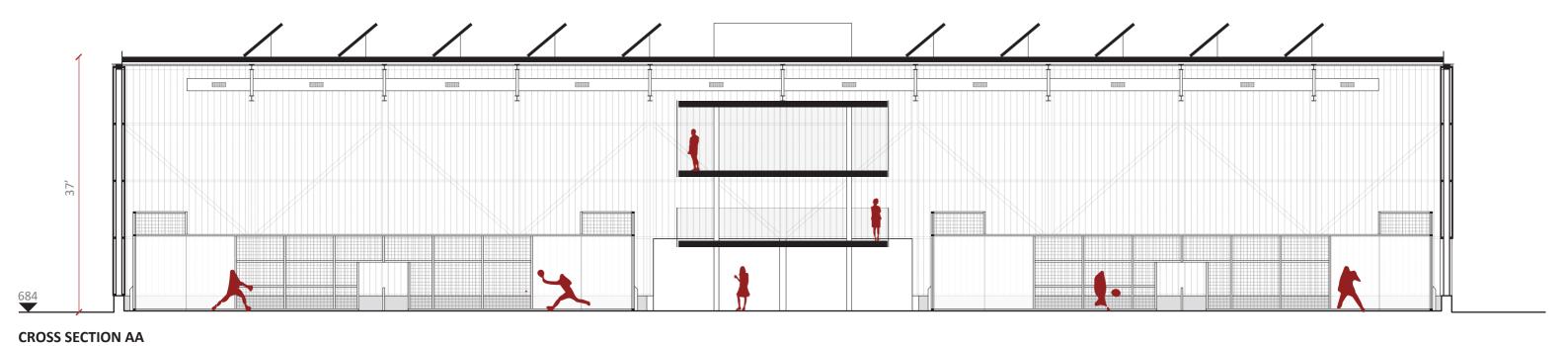


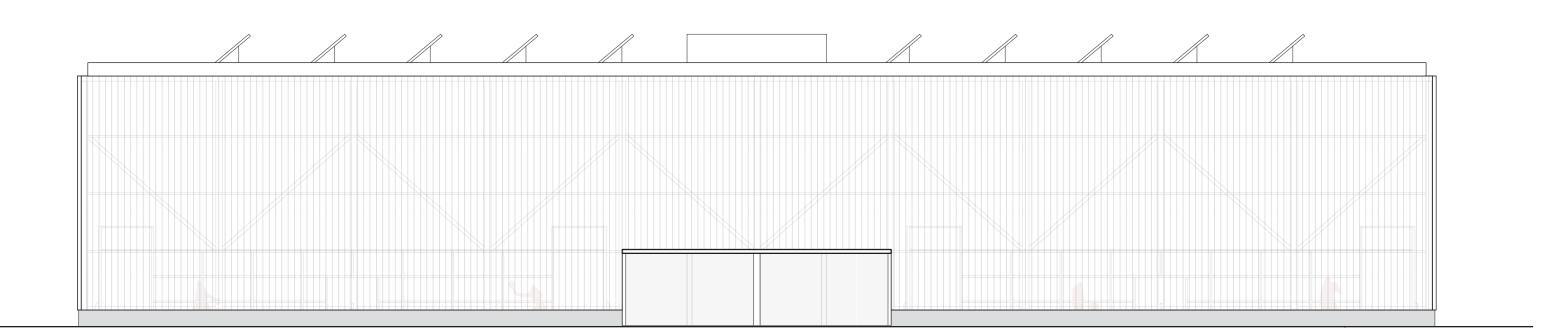
MEZZANINE 2.445 sqft



FIRST FLOOR

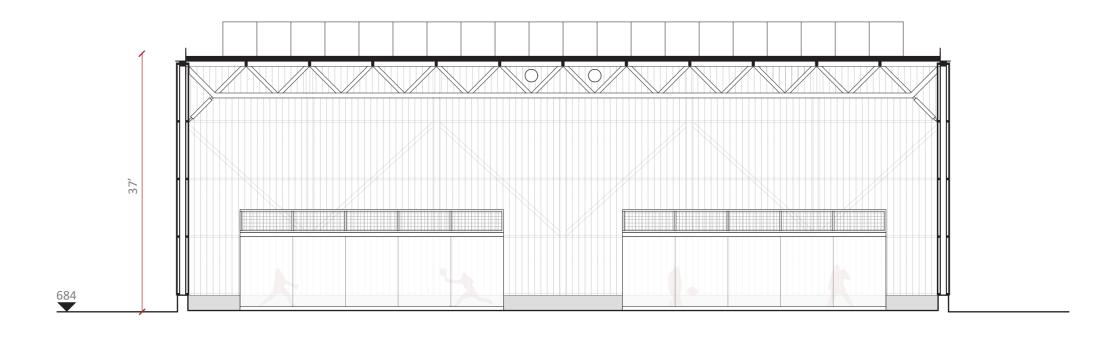
16.870 sqft



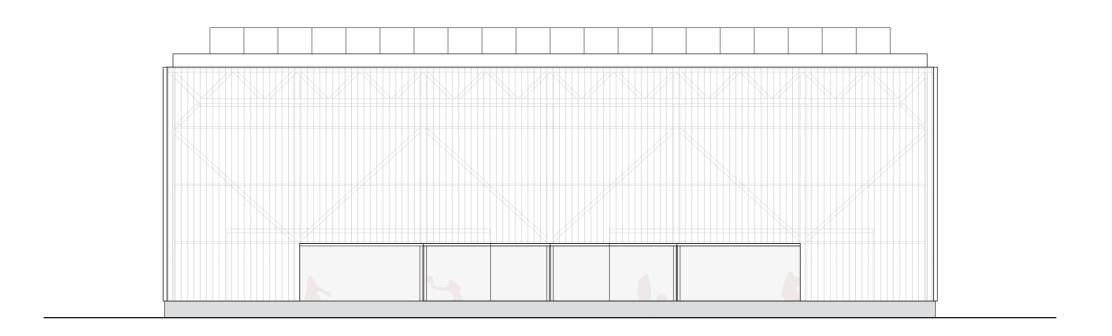


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CROSS SECTION BB

















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1125101070 27864 N IRMA LEE CIR ST	E 101 GREEN OAKS IL 6004	ROBERT & DIANE LUDWIG	
1125101075 27864 N IRMA LEE CIR ST	E 106 GREEN OAKS IL 6004	KOR PROPERTIES LTD	
1125101071 27864 N IRMA LEE CIR ST	E 102 GREEN OAKS IL 6004	ROBERT & DIANE LUDWIG	
1125101072 27864 N IRMA LEE CIR ST	E 103 GREEN OAKS IL 6004	ELIZABETH HAWARI	
1125101073 27864 N IRMA LEE CIR ST	E 104 GREEN OAKS IL 6004	ELIZABETH HAWARI	
1125101074 27864 N IRMA LEE CIR ST	E 105 GREEN OAKS IL 6004!	S SPUZ, LLC	
1125101081 0 N BRADLEY RD	GREEN OAKS IL 60045	PRUDENTIAL PROPERTY MANAGEMENT	
1125103022 27885 N IRMA LEE CIR UN	NIT 102 GREEN OAKS IL 60045	ADOLFO & JANE ANN MUNOZ, TRUSTEES	
1125103024 27885 N IRMA LEE CIR UN	NIT 104 GREEN OAKS IL 60045	MARK S & KATHY M CHRISLIP	
1125103025 27885 N IRMA LEE CIR UN	NIT 105 GREEN OAKS IL 6004!	MICHAEL E & MARK M KLAINOS, TRUSTEES	
1125103021 27885 N IRMA LEE CIR UN	NIT 101 GREEN OAKS IL 6004!	THOMAS C & MARY G FURLONG TTEES	
1125103023 27885 N IRMA LEE CIR UN	NIT 103 GREEN OAKS IL 6004!	TROPICAL TRADE INC	
1125102014 13875 W LUCKY LAKE DR	GREEN OAKS IL 6004!	ILYA & RAISA STOLYAR	
1125101077 27850 N IRMA LEE CIR UN	NIT 2 GREEN OAKS IL 60048	B IRMA LEE LLC	
1125101079 27850 N IRMA LEE CIR UN	NIT 4 GREEN OAKS IL 60048	B BIGJETS, LLC	
1125101076 27850 N IRMA LEE CIR UN	NIT 1 GREEN OAKS IL 60048	RHINO HOLDINGS LLC	
1125101078 27850 N IRMA LEE CIR UN	NIT 3 GREEN OAKS IL 60048	B LAKE COUNTY INVESTMENTS LLC	
1125103019 0 IRMA LEE CIR	GREEN OAKS IL 60048	B AQUASTONE PROPERTIES LLC	
1125103015 27861 N IRMA LEE CIR	GREEN OAKS IL 6004!	AQUASTONE PROPERTIES LLC	
1125102012 27705 N LUCKY LAKE CT	GREEN OAKS IL 6004!	APRIL L WARE	
1125102015 13825 W LUCKY LAKE DR	GREEN OAKS IL 6004!	LORETA NASALSKIENE	
1125101080 27877 N BRADLEY RD	GREEN OAKS IL 6004!	POLO PARK LLC & WILLIAM L TAUBER	
1125101064 27834 N IRMA LEE CIR	GREEN OAKS IL 6004!	POLO PARK LOT 14 LLC	
1125103033 27853 N IRMA LEE CIR UN	NIT 103 GREEN OAKS IL 6004	WANG HOLDINGS LLC	
1125103031 27845 N IRMA LEE CIR UN	NIT 101 GREEN OAKS IL 6004	WANG EQUITIES LLC	
1125103032 27853 N IRMA LEE CIR UN	NIT 102 GREEN OAKS IL 6004	WANG HOLDINGS LLC	
1125103010 27899 N IRMA LEE CIR UN	NIT 102 GREEN OAKS IL 6004	L & W PROPERTIES, LLC	
1125103011 27899 N IRMA LEE CIR UN	NIT 103 GREEN OAKS IL 6004	RANDAL EARLS	
1125103012 27899 N IRMA LEE CIR UN			
1125103013 27899 N IRMA LEE CIR UN			
1125103009 13885 W POLO TRAIL DR	GREEN OAKS IL 6004		
1125103002 13855 W POLO TRAIL DR	GREEN OAKS IL 6004	5 VME, INC	

1125102010 27715 N BRADLEY RD	GREEN OAKS IL 60045	NICK COSMANO
1125101028 13935 W POLO TRAIL DR	GREEN OAKS IL 60045	13935 W POLO TRAIL DRIVE, LLC
1125102016 13785 W LUCKY LAKE DR	GREEN OAKS IL 60045	PHILIP & CARISSA GRIFFITH
1125102011 27665 N LUCKY LAKE CT	GREEN OAKS IL 60045	ILDEBRANDO R & MARIA THERESA V MAHINAY
1125101027 13975 W POLO TRAIL DR	GREEN OAKS IL 60045	ACV PROPERTIES LLC
1125103026 13795 W POLO TRAIL DR	GREEN OAKS IL 60045	HOWARD-LEHIGH CORPORATION
1125102025 13950 W LUCKY LAKE DR	GREEN OAKS IL 60048	LUCKY LAKE HOMEOWNERS ASSOCIATION