

**VILLAGE OF GREEN OAKS  
PLAN COMMISSION  
APPLICATION FOR ZONING MAP OR TEXT AMENDMENT**

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**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 THE ZONING MAP OR TEXT AMENDMENT, INCLUDING THE ARTICLE(s), SECTIONS(s), AND PARAGRAPHS(s) OF THE ZONING ORDINANCE FROM WHICH THE REQUEST IS MADE:**

Build a Padel Club. Padel is a racquet sport.

Zoning Ordinance 8-7 A-4 does currently allow use of Health or Fitness Centers.

**PRESENT USE:** Property is a vacant lot.

**PROPOSED USES:**

Padel Club with 4 courts, food & beverage, physical therapy, pro-shop, restrooms, showers, with 40 parking spots.

**LOT SIZE:** ~ 1 acre

**FRONTAGE:** ~163 feet

**AREA (SQ. FT.):** 42,293 sq.ft.

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

**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. CRITERIA FOR ZONING TEXT OR MAP AMENDMENT**

(See LaSalle National Bank v. County of Cook, 12 Ill.2d 40, 145 N.E.2d 65 (1957)):

**For Text Amendments requests:**

Please justify your request for a text amendment: Include Padel Club or Racquet Sports Club as Permitted Principal Uses or Conditional / Special use for Light Industrial (LI) District.

**For Map Amendment requests:**

Describe the existing uses and zoning of nearby property

N/A

Describe the extent to which property values are diminished by current zoning restrictions, and the value that will be added by the requested zoning change.

Existing zoning restriction does not diminish property values. The Padel Club has very similar use to Health or Fitness Centers, which is already approved in the zoning ordinance.

How does the requested change in zoning affect the health, safety, morals, or general welfare of the public?

The Padel Club has very similar use to Health or Fitness Centers, which is already approved in the zoning ordinance. Padel is a racquet sport that welcomes players from all different age groups, from kids as young as 4 years old up to seniors of over 80 years of age. The addition of this new sport can enhance the well-being and health of the community.

Compare your hardship to any benefit the public may be receiving under current zoning regulations.

The Padel Club has very similar use to Health or Fitness Centers, in addition to offering an alternative sport that enhances community's health and well-being.

Describe the suitability of the subject property for the proposed use.

The property today is a vacant 1-acre lot, which could be suitable for a 4-court Padel Club.

Describe the length of time the property has been vacant as currently zoned, in comparison to land development in the area in the vicinity of the subject property.

The property has been vacant since the inception of Polo Park. The majority of Polo Park lots have been developed and were built under less strict building requirements, i.e. neighbor lots have only 40 feet rear setback to the residential area while new code requires 50 feet.

Describe the public need for the proposed use.

Padel is the fastest growing sport in Europe. It is a racquet sport very similar to Platform Tennis (known also as Paddle), but not yet available in Illinois. Florida, California, Nevada 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 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this application and all of the statements and representations contained in any papers or plans submitted herewith, are true and correct, except as to matters therein stated to be on information and belief, and except as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true. Any letters, maps, etc. will not be returned.

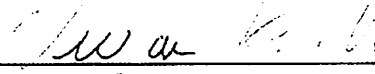
  
\_\_\_\_\_  
Petitioner

3/22/21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Date

I hereby affirm that I am the legal owner of the subject property and authorize the petitioner to pursue this request as described above (petitioner must sign if he/she is the owner).

  
\_\_\_\_\_  
Owner

3.23.21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

State of Illinois )  
County of Lake ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Rudinei Kalil and \_\_\_\_\_ (Petitioner(s)), and Vivian Korlik and \_\_\_\_\_ (Owner(s)), personally known to me, is (are) the person(s) who executed the foregoing instrument on the date of \_\_\_\_\_, and appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the same instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of March, 2021

Janet G. Eichelberger  
Notary Public

(Seal)  
My Commission expires Nov. 12, 2023



(DO NOT WRITE IN SPACE BELOW, OFFICE USE ONLY)

DATE FILED: \_\_\_\_\_  
DATE SET FOR HEARING: \_\_\_\_\_  
DATE HEARING HELD: \_\_\_\_\_  
ACTION OF PLAN COMMISSION: \_\_\_\_\_  
DOCKET NUMBER: \_\_\_\_\_

**VILLAGE OF GREEN OAKS  
PLAN COMMISSION  
APPLICATION FOR SPECIAL USE PERMIT**

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**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

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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 (I.I) District.

**REASON FOR REQUESTING SPECIAL USE PERMIT:**

Build a Padel Club. Padel is a racquet sport.

Ordinance does currently allow use of both Health or Fitness Centers

**PRESENT USE:** Property is a vacant lot.

**PROPOSED USES:**

Padel Club with 4 courts, food & beverage, physical therapy, pro-shop, restrooms, showers, with 40 parking spots.

**LOT SIZE:** ~ 1 acre

**FRONTAGE:** ~163 feet

**AREA (SQ. FT.):** 42,293 sq. ft.

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

**SITE PLAN (Please Attach as Exhibit "D")**



**III. SPECIAL USE APPROVAL CRITERIA** (See Section 8-10-1-2 of Zoning Ordinance):

1. List any potential impact that the requested special use will have upon the zoning district in which it is proposed to be located. *(Listing any impact will allow the applicant to explain whether that impact is contrary to the purpose of the zoning district, or detrimental to permitted uses in the district. It is advantageous to the applicant to list any potential impact so that such impact can be explained during the hearing)*

Zoning District 1.1 does already allow the use for both Health or Fitness Centers. The Padel Club has very similar use to Health or Fitness Centers. Padel is a racquet sport that welcomes players from all different age groups, from kids as young as 4 years old up to seniors of over 80 years of age. The addition of this new sport can enhance the well-being and health of the community.

2. 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.

No

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

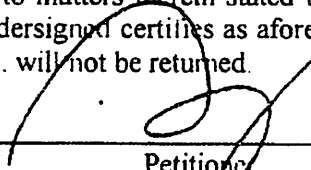
Padel is the fastest growing sport in Europe. It is a racquet sport very similar to Platform Tennis (known also as Paddle), but not yet available in Illinois. Florida, California, Nevada and Texas are the states who started to develop the sport of Padel. The USTA (United States Tennis Association) has 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.

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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 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this application and all of the statements and representations contained in any papers or plans submitted herewith, are true and correct, except as to matters therein stated to be on information and belief, and except as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true. Any letters, maps, etc. will not be returned.

  
\_\_\_\_\_  
Petitioner

3/22/21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Date

I hereby affirm that I am the legal owner of the subject property and authorize the petitioner to pursue this request as described above (petitioner must sign if he/she is the owner).

  
\_\_\_\_\_  
Owner

3 23 21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

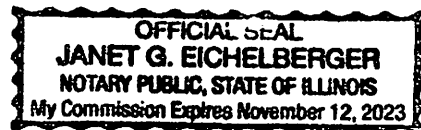
State of Illinois )  
County of Lake ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Rudinei Kalil and \_\_\_\_\_ (Petitioner(s)), and Vivian Korlik and \_\_\_\_\_ (Owner(s)), personally known to me, is (are) the person(s) who executed the foregoing instrument on the date of March 23, 2021, and appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the same instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of March, 2021

Janet G. Eichelberger  
Notary Public

(Seal)  
My Commission expires Nov. 12, 2023



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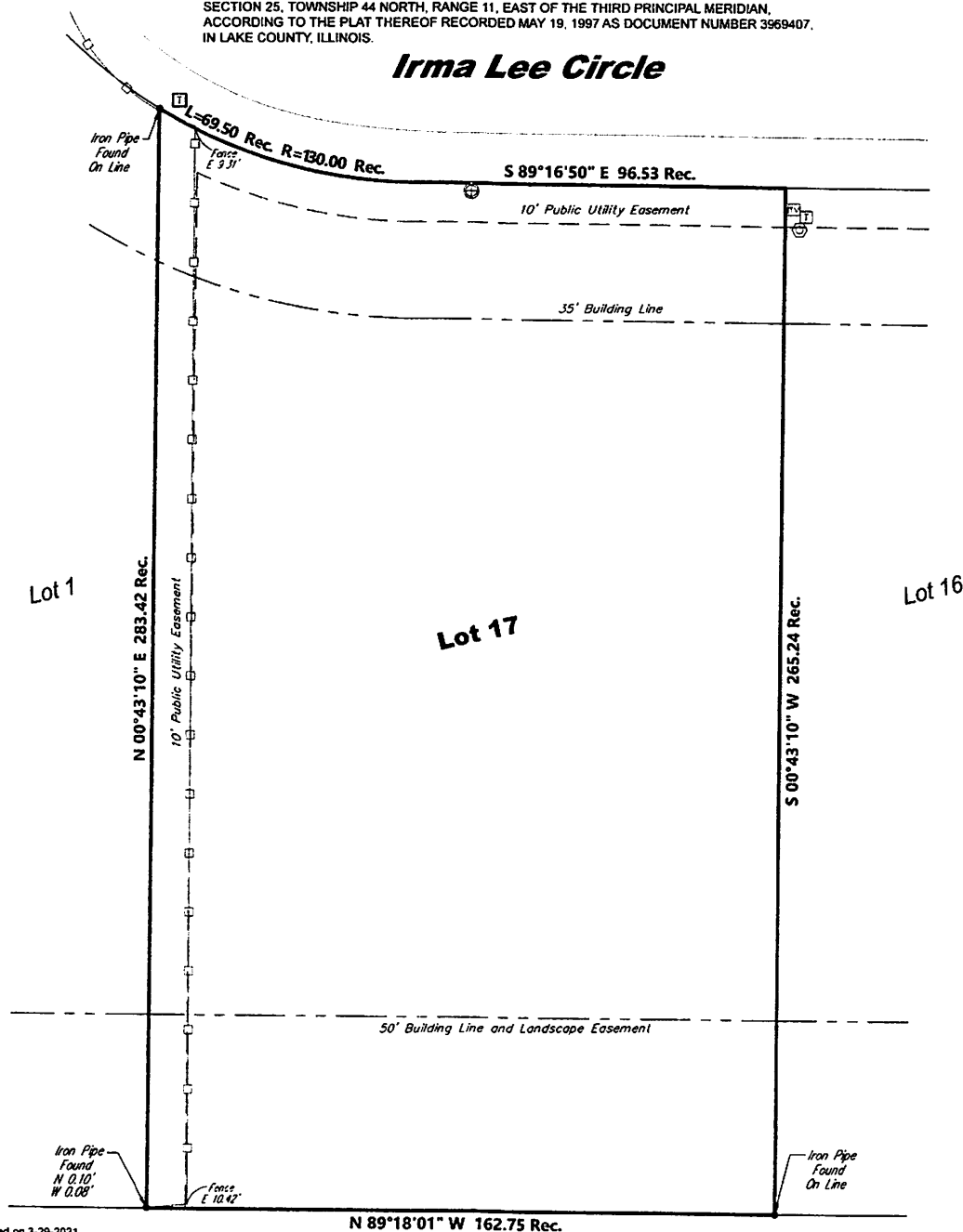
DATE FILED: \_\_\_\_\_  
DATE SET FOR HEARING: \_\_\_\_\_  
DATE HEARING HELD: \_\_\_\_\_  
ACTION OF PLAN COMMISSION: \_\_\_\_\_  
DOCKET NUMBER: \_\_\_\_\_



# PLAT OF SURVEY

LOT 17 IN POLO PARK BUSINESS CENTER FIRST RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 7, 8, 9, 13, 14, 16, AND 17 IN POLO PARK BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE WEST THREE QUARTER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1997 AS DOCUMENT NUMBER 3969407, IN LAKE COUNTY, ILLINOIS.

## Irma Lee Circle



### Legend

- - Set 1/2" Iron Pipe
- - Found Iron Pipe
- X - Found Cross

### Surveyor Notes:

1. Field Work Completed on 3-29-2021
2. Prepared for Wifler Law Group, P.C., for real estate transaction
3. Site Address: 27880 N. Irma Lee Circle, Lake Forest, IL 60045
4. Pin No.: 11-25-701-082
5. The easements shown hereon are provided from the current title and the use of the recorded subdivision plat. No search of the records for easements or encumbrances was made as part of this survey.
6. Compare deed description and site conditions with the data given on this plat and report any discrepancies to the surveyor at once
7. Auto Cad Files will not be released under this contract.
8. The utilities as shown on this drawing were developed from the information available. This is not implied nor intended to be the complete inventory of utilities in this area. It is the clients responsibility to verify the location of all utilities (whether shown or not) and protect said utilities from any damage.
9. This plat was prepared with the aid of Chicago Title number 21GNW119325VH dated March 3, 2021

State of (Illinois) SS)  
County of (Lake)

We, Land Surveying Services, Inc. do hereby state that we have surveyed and mapped property and that this is the Plat that represents the conditions found on the day of the survey.


Given under my hand and seal this 30th day of March, A.D. 2021, at Lake Zurich, Illinois  
Gloria Jean Koter, an agent for Land Surveying Services, Inc.

Illinois Professional Land Surveyor Number 035-003323  
License Expiration Date 11-30-22

This professional service conforms to the current Illinois minimum standards for a land survey



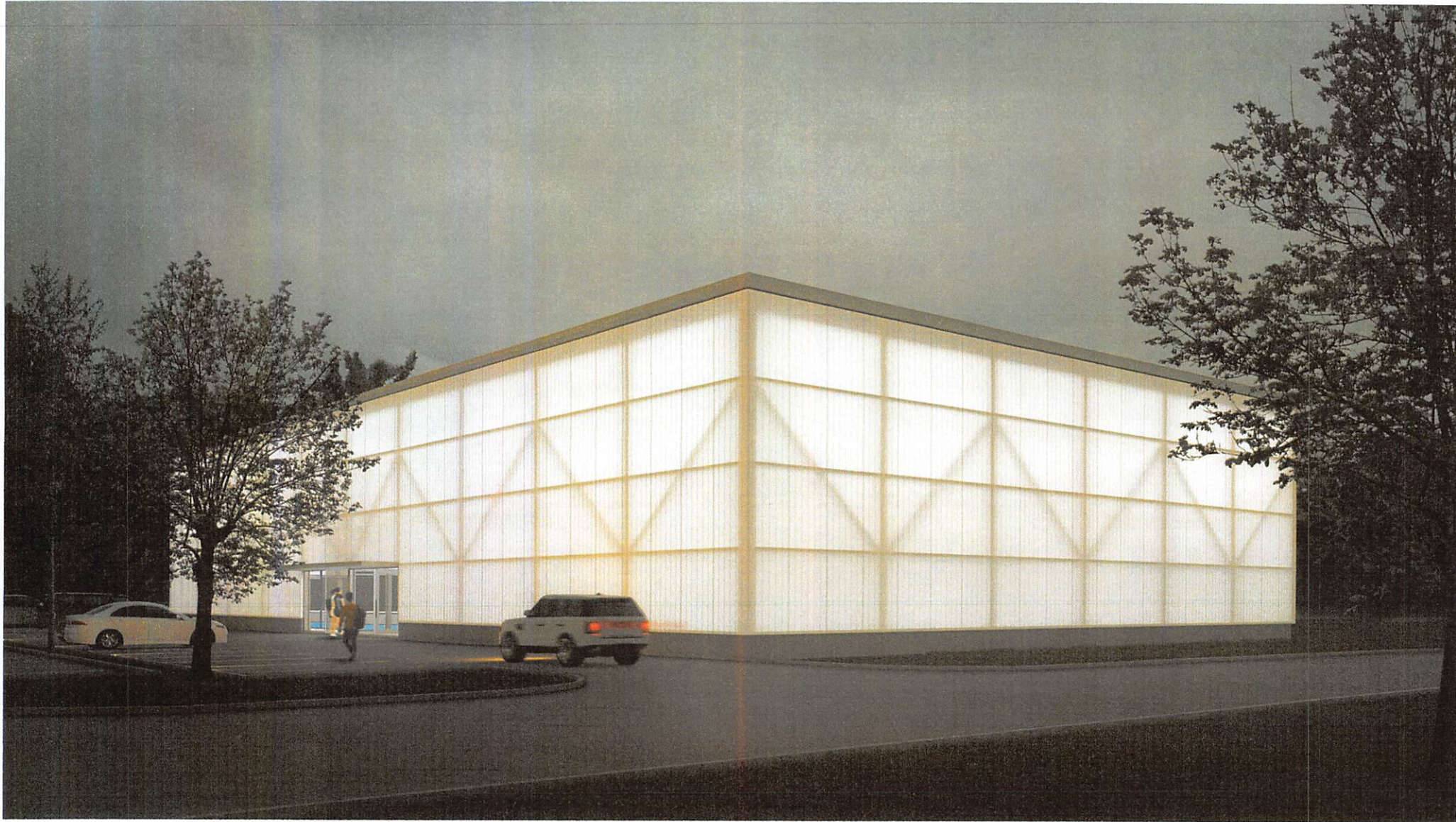
Job Number <b>LS210349</b>
Sheet Name <b>PLAT OF SURVEY</b>
Sheet Number <b>SURVEY</b>

 <b>Land Surveying Services, Inc.</b>
1182 Heather Drive Lake Zurich, Illinois 60247 Ph: (847) 647-1079 Fax: (847) 647-1279 Professional Design Firm License No. 184-003632

Field Work Completed: 03-29-2021
Scale: 1" = 30' Date: 03-30-2021
Site Address: <b>27880 N. Irma Lee Cr. Lake Forest, Illinois</b>

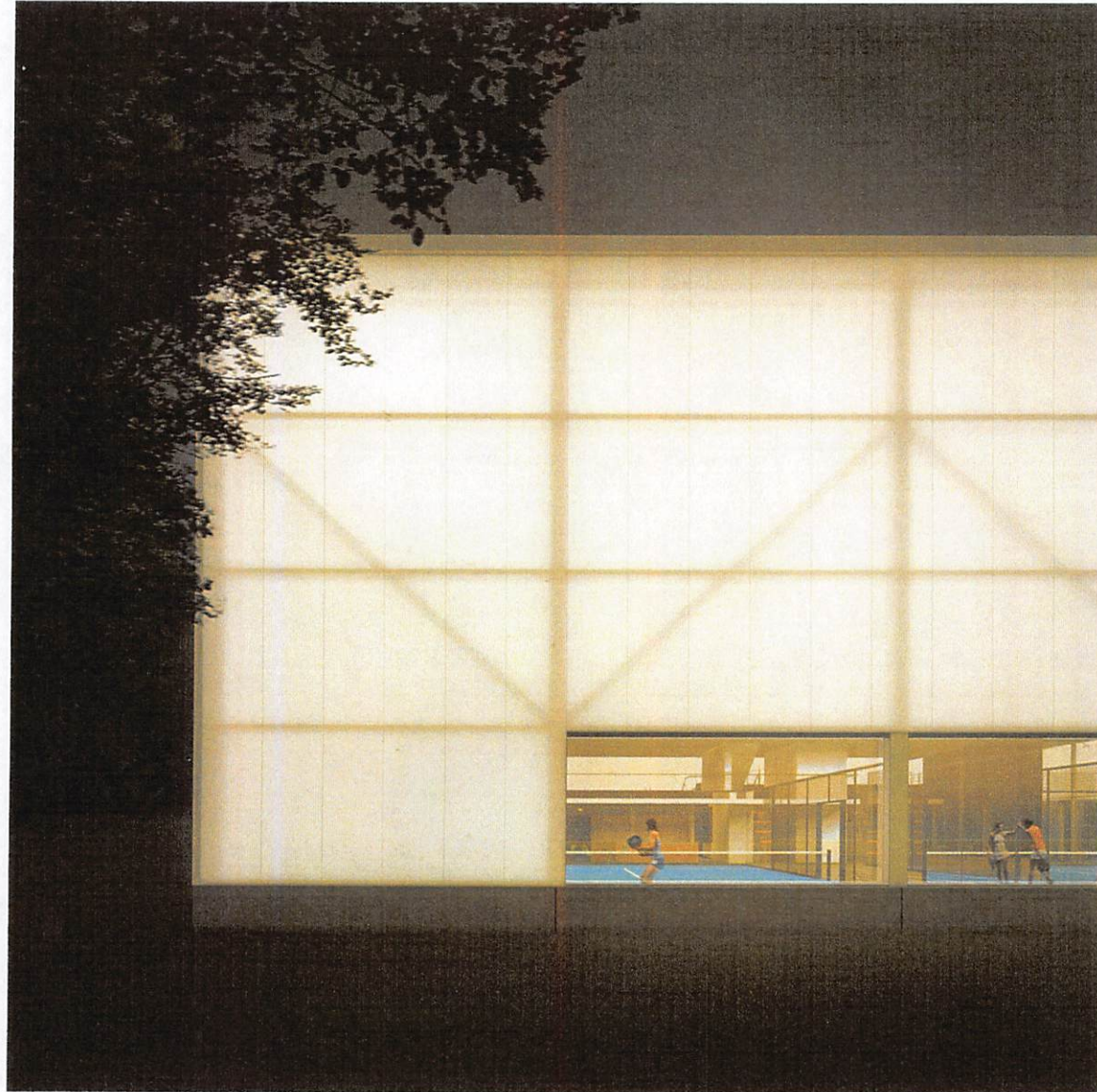
Drafted By: LR	Field Work: KJ
Drawing Revisions	
REVISION	Date





NIGHT VIEW





VIEW FROM THE BACK GARDEN NIGHT



VIEW FROM THE BACK GARDEN DAY





COFFEE BAR





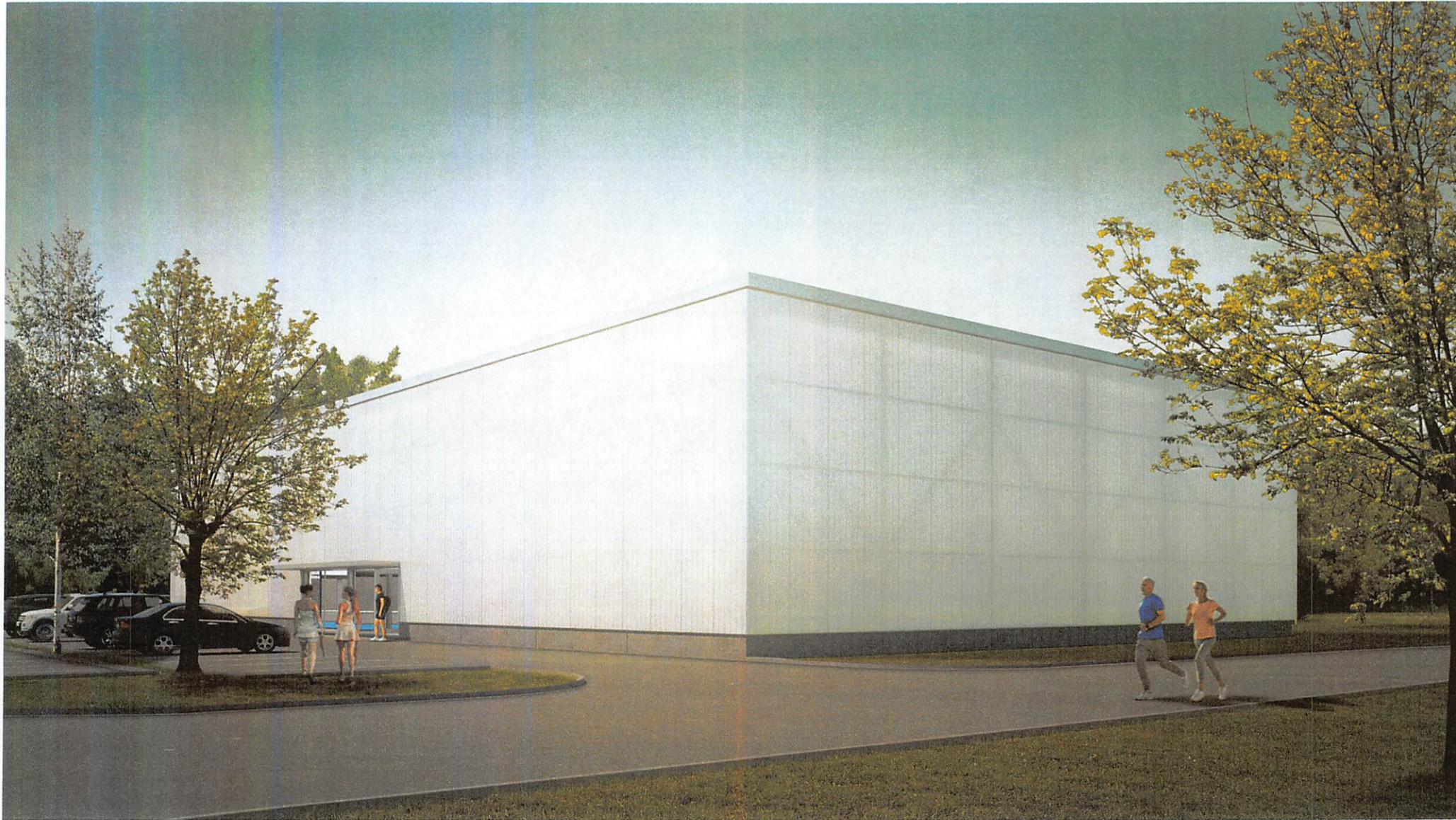












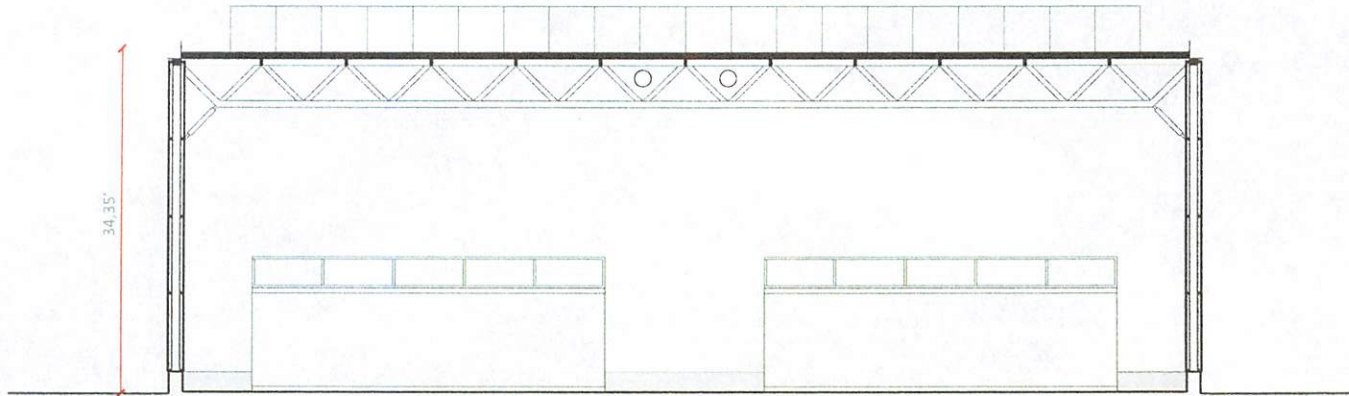
MAIN ACCESS PERSPECTIVE



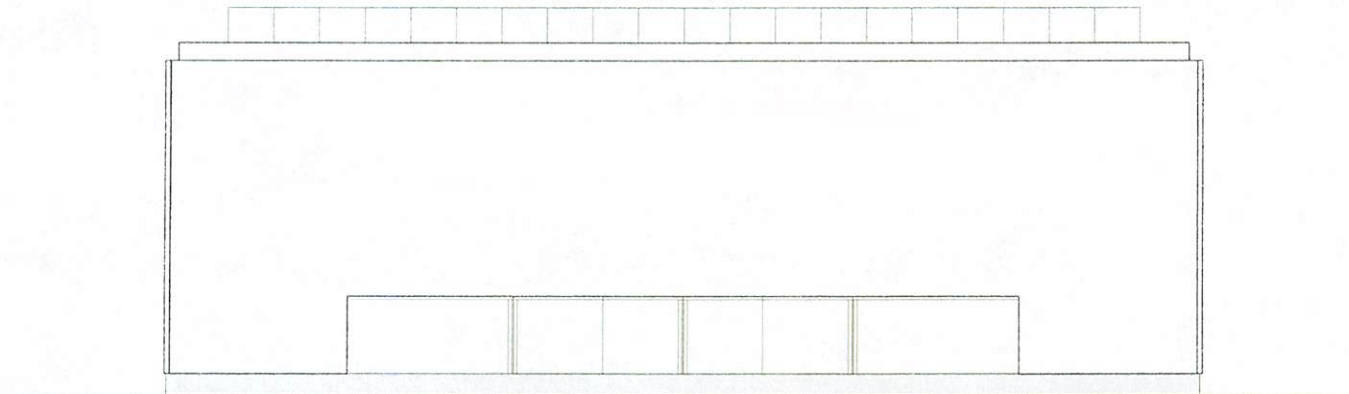


AERIAL VIEW



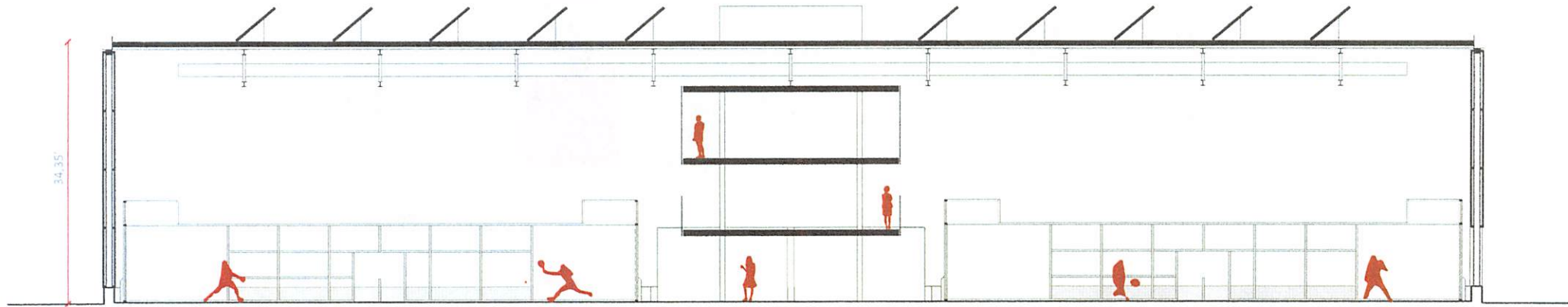


CROSS SECTION BB

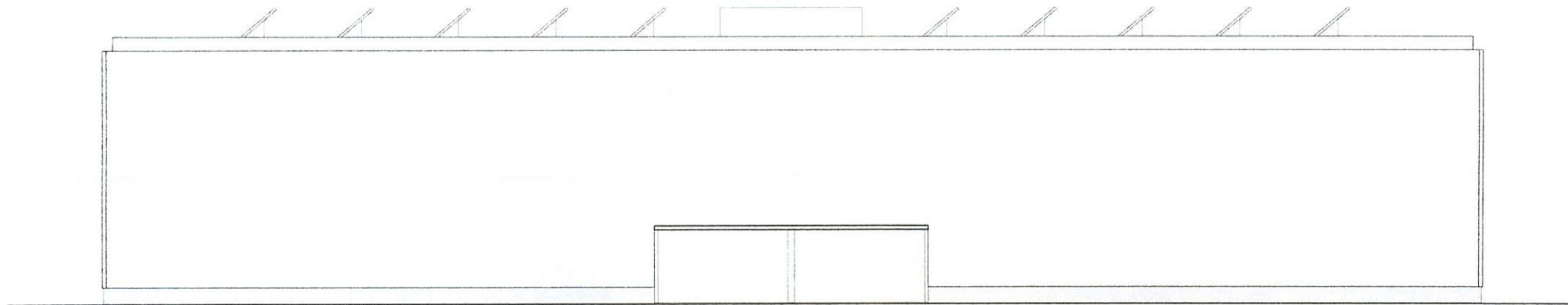


ELEVATION



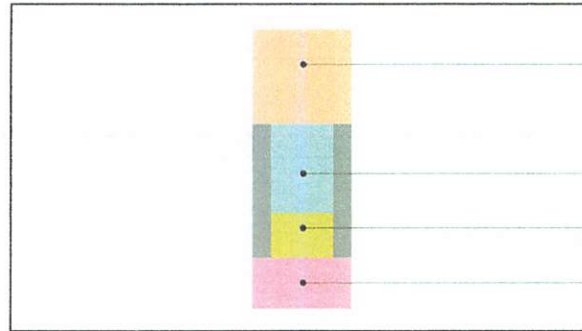


CROSS SECTION AA



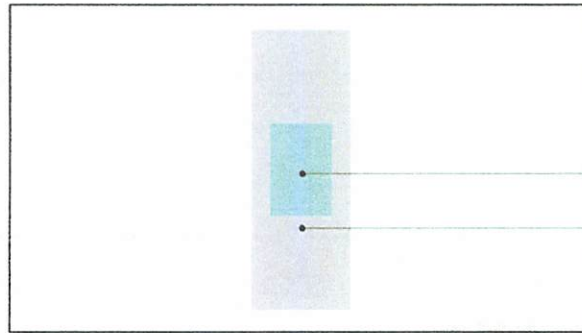
ELEVATION





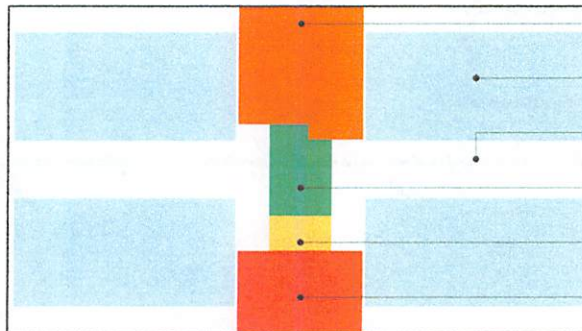
**SECOND FLOOR**  
1,579 sqft

- LOUNGE  
233 sqft
- VERTICAL CIRCULATION AND TOILETS  
438.3 sqft
- LOCKER ROOMS  
305.5 sqft
- PHYSICAL THERAPY  
301.5 sqft



**MEZZANINE**  
2,945 sqft

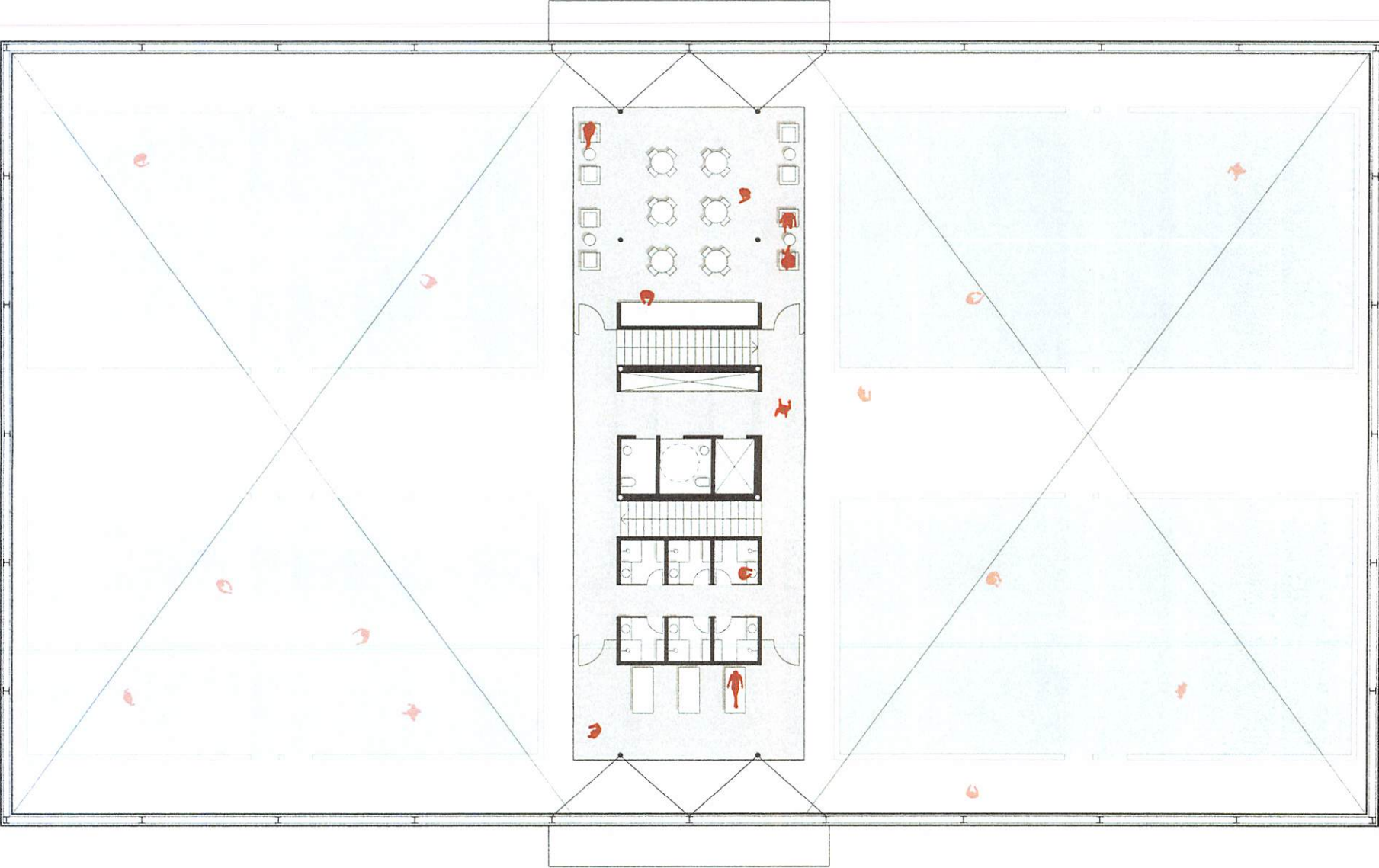
- VERTICAL CIRCULATION AND TOILETS  
438.3 sqft
- LOUNGE  
3,507 sqft



**FIRST FLOOR**  
16,870 sqft

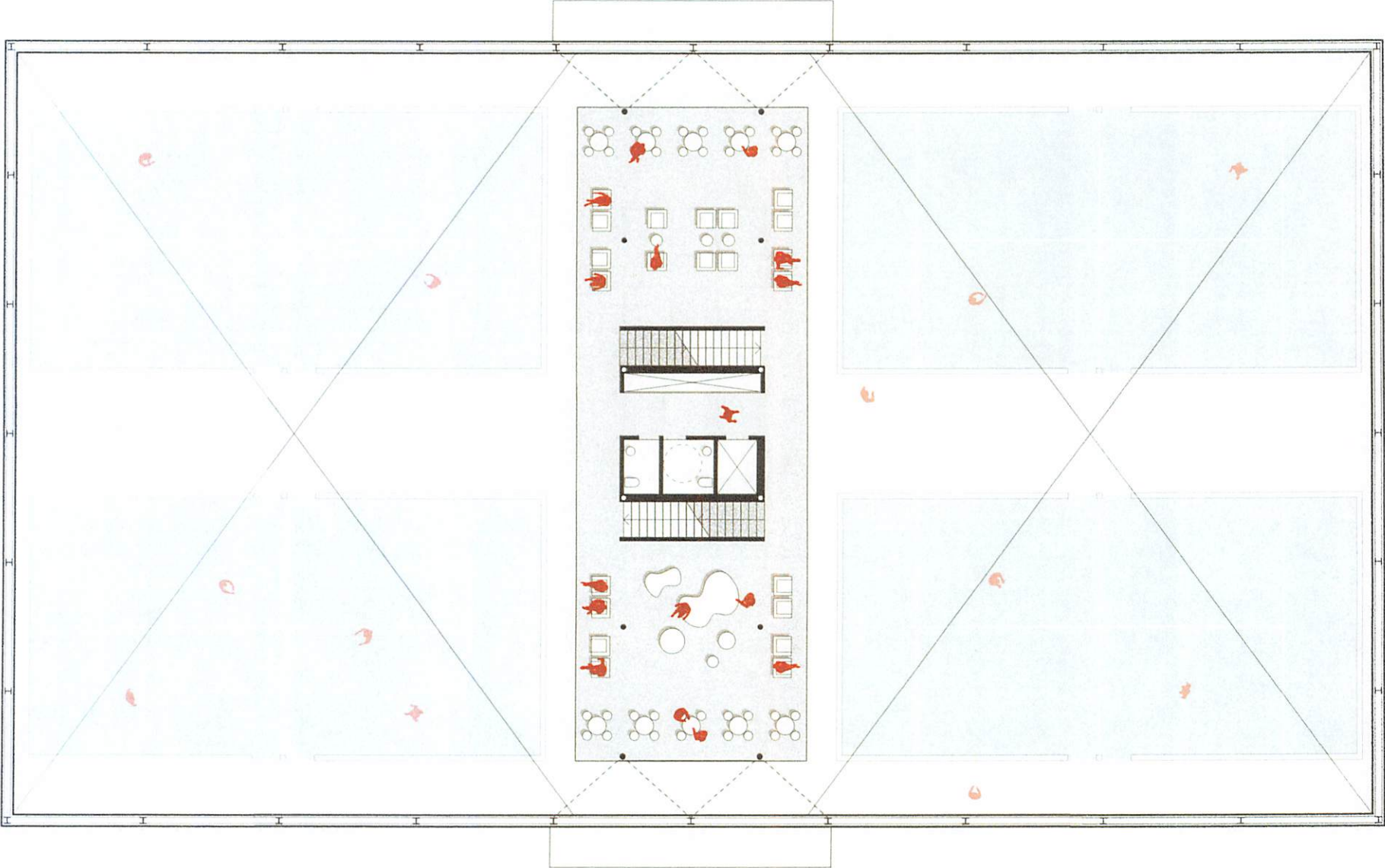
- COFFEE BAR  
1,336 sqft
- PADEL COURTS  
36,101 sqft
- CIRCULATION AND LIVING AREA  
5,307 sqft
- VERTICAL CIRCULATION AND TOILETS  
508 sqft
- MEETING ROOM  
2,134 sqft
- RECEPTION AND SHOP  
904 sqft





SECOND FLOOR





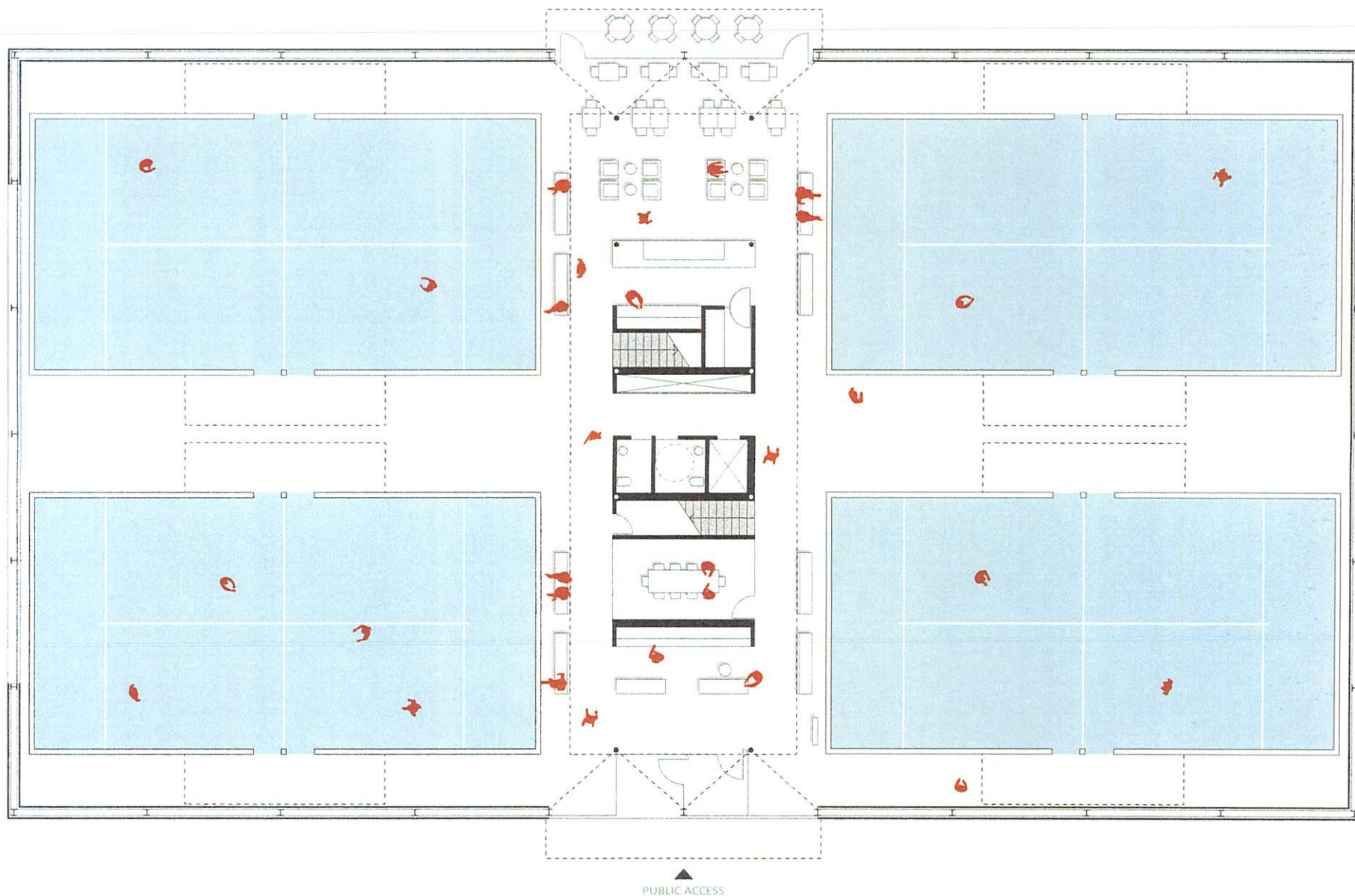
MEZZANINE

2,445 sqft

0' 10' 25' 50' 100'

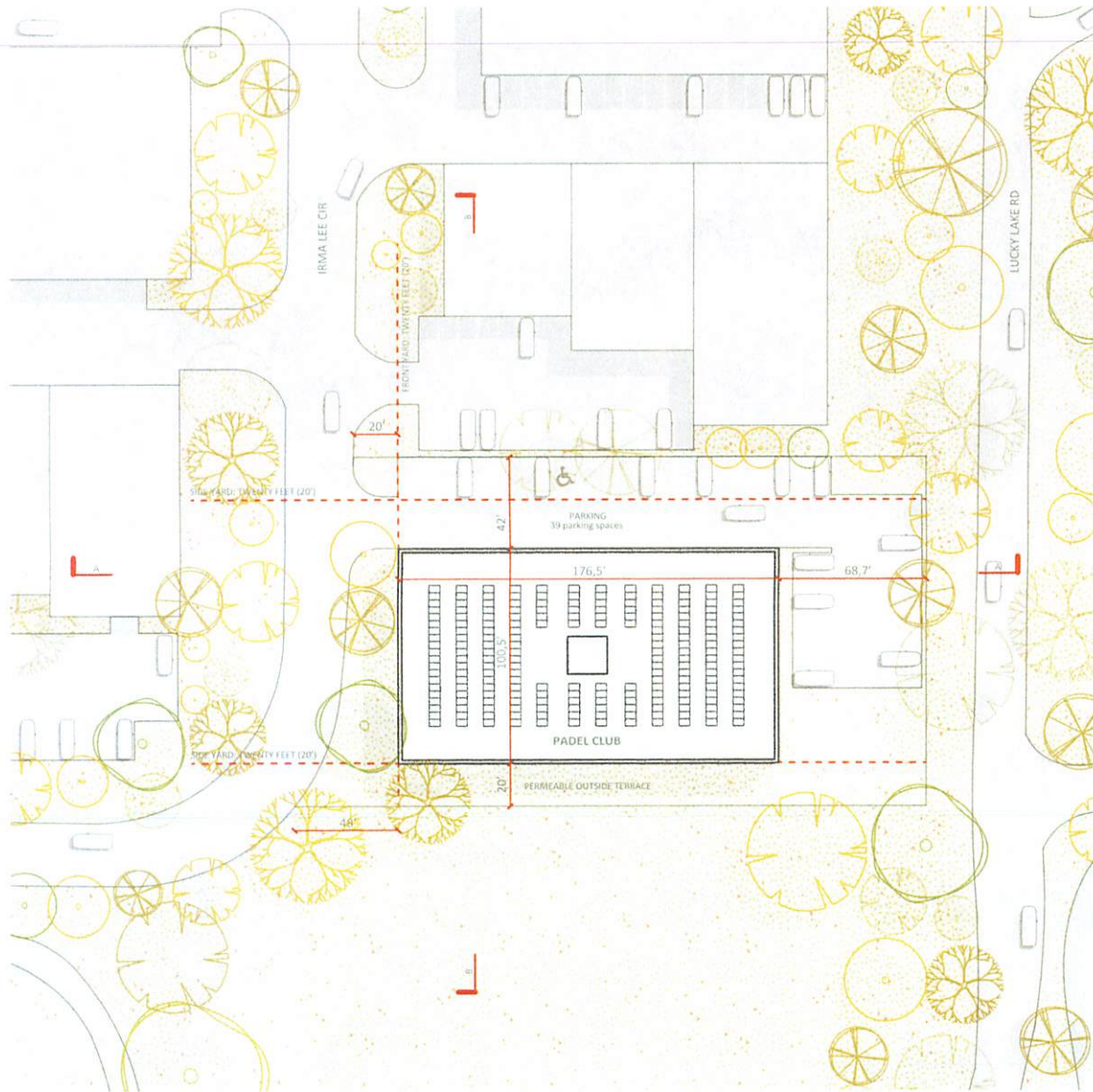


SABOIA + RUIZ ARCHITECT





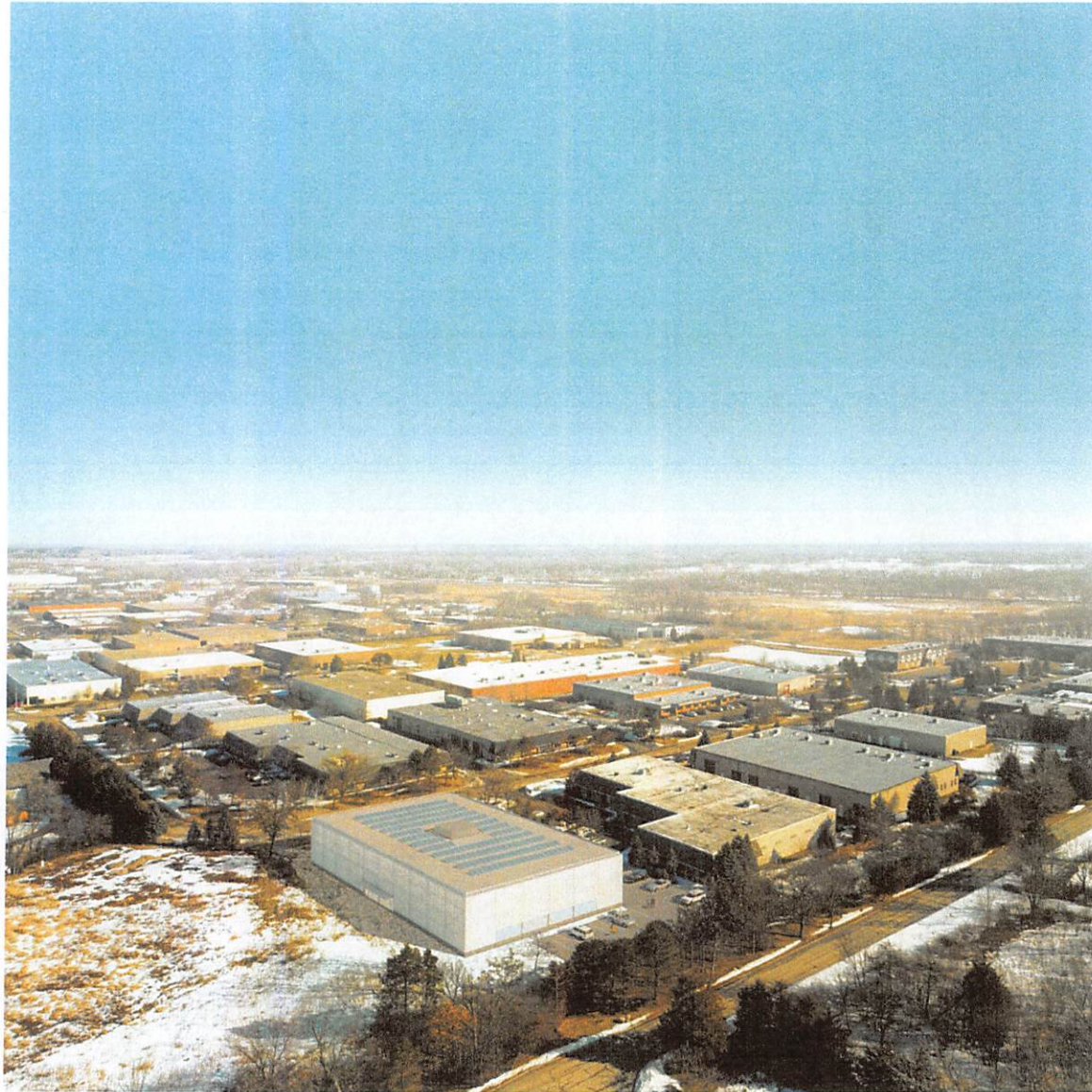




SITE PLAN







AERIAL VIEW



**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 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller  
 6 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of  
 7 .99 acres commonly known as:

8 <u>27880 N. Irma Lee Circle</u>	<u>Lake Forest</u>	<u>Illinois</u>	<u>60045</u>	<u>Lake</u>
9 Address/Lot # (If applicable)	City	State	Zip	County

10 **3. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$                     . After the payment of Earnest  
 11 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good  
 12 Funds" as defined by law.

13 a) **CREDIT AT CLOSING:** *[IF APPLICABLE]* Provided Buyer's lender permits such credit to show on the final  
 14 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller agrees  
 15 to credit \$ NA to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

16 b) **EARNEST MONEY:** Earnest Money of \$                      shall be tendered to Escrowee on or before 10 Business  
 17 Days after Date of Acceptance. Additional Earnest Money, if any, of \$ NA shall be tendered by  
 18 NA. Earnest Money shall be held in trust for the mutual benefit of the Parties by *[CHECK ONE]*:

19 ☐ Seller's Brokerage; ☐ Buyer's Brokerage; ☒ As otherwise agreed by the Parties, as "Escrowee." In the event the  
 20 Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.

21 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus  
 22 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

23 **4. CLOSING:** Closing shall be on 15 business days after close of due diligence or at such time as mutually agreed upon by  
 24 the Parties in writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its  
 25 issuing agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

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

28 **6. FINANCING:** *[INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]*

29 ☐ **a) LOAN CONTINGENCY:** Not later than forty-five (45) days after Date of Acceptance or  
 30 five (5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall  
 31 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan approval  
 32 subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan as follows:  
 33 *[CHECK ONE]* ☐ fixed; ☐ adjustable; *[CHECK ONE]* ☐ conventional; ☐ FHA; ☐ VA; ☐ USDA;

34 ☐ other                      loan for            % of the Purchase Price, plus private mortgage insurance (PMI), if  
 35 required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed            % per annum, amortized  
 36 over not less than            years. Buyer shall pay discount points not to exceed            % of the loan amount. Buyer shall pay  
 37 origination fee(s), closing costs charged by lender, and title company escrow closing fees.

38 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to Seller  
 39 not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide such written  
 40 evidence not later than the date specified herein or by any extension date agreed to by the Parties, Seller shall have the  
 41 option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller serving such Notice to  
 42 terminate, Buyer provides written evidence of such loan approval, this Contract shall remain in full force and effect.

43 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan application  
 44 and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall have the option to  
 45 declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days thereafter or any  
 46 extension thereof agreed to by the Parties in writing.

47 **A Party causing delay in the loan approval process shall not have the right to terminate under this subparagraph.**  
 48 **In the event neither Party elects to declare this Contract terminated as specified above, or as otherwise agreed,**

Buyer Initial            Buyer Initial             
 Address 27880 N. Irma Lee Circle, Lake Forest, Illinois

Seller Initial            Seller Initial

49 then this Contract shall continue in full force and effect without any loan contingencies.

50 Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of Buyer's  
51 existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph if Buyer  
52 obtains a loan approval in accordance with the terms of this subparagraph even though the loan is conditioned on the sale  
53 and/or closing of Buyer's existing real estate.

54 If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this  
55 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

56 ☒ ☐ ☐ ☐ b) **CASH TRANSACTION WITH NO MORTGAGE: [ALL CASH]** If this selection is made, Buyer  
57 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  
59 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller,  
60 Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close.  
61 Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act  
62 or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Due at  
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 at  
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 for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's  
73 obligations to pay the Balance Due at Closing. Such cooperation shall include the performance in a timely manner of all of  
74 Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon Buyer obtaining  
75 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. Prorable 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 prorable  
86 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 provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a homeowner,  
90 senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller has submitted or will  
91 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 prorable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

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

102 a) Approve this Contract; or

Buyer Initial OK Buyer Initial             
Address 27880 N. Irma Lee Circle, Lake Forest, Illinois

Seller Initial OK Seller Initial



103 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or  
104 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively  
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  
107 been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this  
108 Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or  
109 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any  
110 proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a  
111 modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, neither Buyer  
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  
115 Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the  
116 giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral  
117 reinstatement by withdrawal of any proposal(s).

118 9. WAIVER OF PROFESSIONAL INSPECTIONS: [INITIAL IF APPLICABLE] ☐ ☐ ☐ ☐ Buyer  
119 acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such  
120 inspections of the Real Estate, and further agrees that the provisions of Paragraph 10 shall not apply.

121 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  
124 property to its original condition and agrees to be responsible for any damage incurred while performing such inspections.  
125 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  
127 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  
130 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Unless specifically  
131 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)  
133 obtain within 30 Business Days after the date of this contract, at Buyer's expense, a building permit and an acceptable  
134 septic percolation test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the  
135 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  
139 refunded to Buyer(s). IN THE EVENT BUYER(S) DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME  
140 SPECIFIED 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  
149 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

KL

Buyer Initial

☐

Seller Initial

AK

Seller Initial

☐

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156 14. CONDOMINIUM/Common Interest Associations: [IF APPLICABLE] The Parties agree that the terms  
157 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

158 a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the  
159 Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility  
160 easements including any easements established by or implied from the Declaration of Condominium/Covenants,  
161 Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions  
162 imposed by the Condominium Property Act; installments due after the date of Closing of general assessments  
163 established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.

164 b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special  
165 assessments confirmed prior to the Date of Acceptance.

166 c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as  
167 stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This  
168 Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any  
169 option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants,  
170 Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions  
171 and Restrictions.

172 d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements  
173 are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the  
174 documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations  
175 unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void  
176 by giving Seller written notice within five (5) Business Days after the receipt of the documents and information  
177 required by Paragraph 14 (c), listing those deficiencies which are unacceptable to Buyer. If written notice is not served  
178 within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in  
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  
181 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the  
182 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless  
183 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants,  
184 conditions, and restrictions of record, building lines and easements, if any, provided they do not interfere with the current  
185 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  
187 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  
189 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title  
190 commitment for an ALTA title insurance policy in the amount of the Purchase Price by a title company licensed to operate  
191 in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 15 and  
192 shall cause a title policy to be issued with an effective date as of Closing. The commitment for title insurance furnished by  
193 Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein  
194 stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments  
195 which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the  
196 title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If  
197 Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title  
198 as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount.  
199 Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary  
200 forms required for issuance of an ALTA Insurance Policy.

201 18. PLAT OF SURVEY: Not less than one (1) business day prior to Closing Seller shall, at Seller's expense, furnish to  
202 Buyer or Buyer's attorney a Plat of Survey that conforms to the current Minimum Standard of Practice for boundary  
203 surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by an professional land  
204 surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of  
205 record, fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot  
206 lines. In addition, the survey to be provided shall be a boundary survey conforming to the current requirements of the  
207 appropriate state regulatory authority. The survey shall show all corners staked, flagged, or otherwise monumented. The  
208 survey shall have the following statement prominently appearing near the professional land surveyor seal and signature:  
209 "This professional service conforms to the current Illinois minimum standards for a boundary survey." A Mortgage

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Seller Initial PK Seller Initial

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  
219 condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of  
220 accepting the Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the  
221 destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace  
222 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be  
223 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  
226 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 e) easements or claims of easements not shown on the public records;
- 232 f) any hazardous waste on the Real Estate;
- 233 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 234 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

235 Seller further represents that:

236 [INITIALS] CC MM There [CHECK ONE] ☐ is ☒ is not an unconfirmed pending special assessment  
237 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

238 [INITIALS] CC MM 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  
246 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.

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

250 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.  
251 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  
254 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall  
255 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  
260 electronic mail.

261 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if the

262 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded  
263 upon the joint written direction by the Parties to the Escrowee or upon an entry of an order by a court of competent  
264 jurisdiction".

265 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this  
266 Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may  
267 elect to proceed as follows:

268 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior  
269 to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in  
270 the absence of any written objection. If no written objection is received by the date indicated in the Notice then  
271 Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. If any Party objects in  
272 writing to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written  
273 direction from all Parties or until receipt of an order of a court of competent jurisdiction.

274 Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the  
275 dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount  
276 necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the  
277 Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer  
278 and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader  
279 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  
284 b) By mailing to the addresses recited on Page 7 by regular mail and by certified mail, return receipt requested.  
285 Except as otherwise provided herein. Notice served by certified mail shall be effective on the date of mailing; or  
286 c) By facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that  
287 the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during  
288 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or  
289 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the Recipient Party's  
290 attorney to the sending Party or as shown in this Contract. Notice shall be effective as of date and time of e-mail  
291 transmission, provided that in the event e-mail Notice is transmitted during non-business hours, the effective date and  
292 time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future  
293 e-mail Notice by any form of Notice provided by this Contract; or  
294 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day  
295 following deposit with the overnight delivery company.  
296 f) If a Party fails to provide contact information herein, as required. Notice may be served upon the Party's  
297 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  
299 such courtesy copies shall not render Notice invalid.

300 **28. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties  
301 are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect  
302 reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of competent jurisdiction.

303 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY ALL PARTIES.**

304 ☐ ☐ ☐ ☐ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously  
305 consented to \_\_\_\_\_ [LICENSEE] acting as a Dual Agent in providing brokerage  
306 services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred  
307 to in this Contract.

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

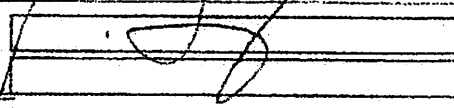
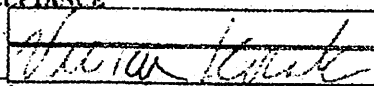
314 ☐ ☐ ☐ ☐ 31. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real  
 315 Estate by \_\_\_\_\_ Buyer's specified party, within five (5) Business Days after the  
 316 Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate and written notice is given to  
 317 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 ☒ ☒ ☒ 32. ATTACHMENTS: The following attachments, if any, are hereby incorporated into this  
 320 Contract [IDENTIFY BY TITLE]: Rider 1  
 321

322 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT  
 323 TO THE COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

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

326 THE PARTIES REPRESENT THAT TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL  
 327 VACANT LAND CONTRACT OF MAINSTREET ORGANIZATION OF REALTORS®.

328 March 9, 2021

329 Date of Offer		DATE OF ACCEPTANCE	
330 Buyer Signature		330 Seller Signature	
331 Buyer Signature		331 Seller Signature	
332 Tordesilhas LLC by Rudinei Kalil, manager		332 Vivian KORALIK	
333 Print Buyer(s) Name(s) (REQUIRED)	333 165 CLANDON BLVD #407	333 Print Seller(s) Name(s) (REQUIRED)	333 1716 Forest Hill Rd
334 Address (REQUIRED)	334 KET DISCAYNE, FL 33149	334 Address (REQUIRED)	334 1716 Forest Hill Rd
335 City, State, Zip (REQUIRED)	335 (305) 627-1185	335 City, State, Zip (REQUIRED)	335 331-1981
336 Phone	336 F-mail: RUDINEI.KALIL@GMAIL.COM	336 Phone	336 F-mail: VIVIAN@KOR-PAK.COM

342 NONE	FOR INFORMATION ONLY			
343 Buyer's Brokerage	MLS #	State License #	343 Forney Realty	
344 Address	City	Zip	344 Ken Eichelberger	
345 Buyer's Designated Agent	MLS #	State License #	345 847-362-2000	
346 Phone	Fax		346 Phone	Fax
347 E-mail	Gene S. Bobroff gene@bobrofflaw.com		347 E-mail	
348 Buyer's Attorney	E-mail		348 Seller's Attorney	E-mail
349 701 W. Golf Road	City	State	349 Address	City
350 847-995-9191	847-995-9192	60056	350 Phone	Fax
351 Mortgage Company	Phone		351 Homeowner's/Condo Association (if any)	Phone
352 Loan Officer	Phone/Fax		352 Management Co./Other Contact	Phone
353 Loan Officer E-mail			353 Management Co./Other Contact E-mail	

365 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.  
 366 Seller rejection: This offer was presented to Seller on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. and rejected on  
 367 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. [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.

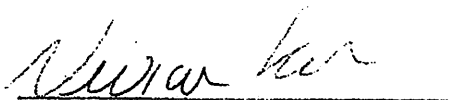
3. **Title Review.** Within 10 days of the Contract Date, Seller shall deliver, at Seller's sole cost and expense, to Purchaser a commitment for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price, covering fee simple and marketable title to the Property 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. **Brokers.** 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 Agreement has been executed and delivered by the undersigned as of the dates written below.

Seller:



Purchaser:

