

REAL ESTATE PURCHASE AND SALE AGREEMENT

This AGREEMENT ("Agreement") is made this _____ day May, 2017 ("Date of Acceptance") between **Patrick J. O'Connor and Mary Ann O'Connor** ("Seller"), and **THE VILLAGE OF VILLA PARK**, a municipal corporation of the County of DuPage, State of Illinois ("Purchaser")

RECITALS

WHEREAS, Purchaser and Seller have, negotiated the terms and provisions applicable to the Sale and Purchase of a dwelling and parcel of land commonly known as 546 S. Euclid Avenue, Villa Park, Illinois, as legally described in Exhibit A; and,

WHEREAS, Seller desires to sell, and Purchaser desires to buy, the real estate hereafter described, at the price and on the terms and conditions hereinafter set forth.

WITNESSETH

NOW, THEREFORE, in consideration of mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by Seller and Purchaser it is agreed by and between the parties as follows:

1. **Purchase and Sale - Purchase Price.** Purchaser agrees to purchase, and Seller agrees to transfer, assign, sell, and convey on the terms and provisions set forth herein, the real estate depicted and legally described on the attached Exhibit A (the "Property"), and the aforesaid Property is sold and purchased in its present "as is" condition, for a Purchase Price of Three Hundred Eighty-Four Thousand Dollars (\$384,000.00), less any and all prorations and adjustments, if any (as defined and described in Paragraph 5 hereof) ("Purchase Price"), subject and according to the terms and conditions set forth in this Agreement.

2. **Payment of Purchase Price**

- (a) Purchaser represents and warrants to Seller that Purchaser has reserve funds on deposit to pay the Purchase Price, at the Closing, by wire transfer or certified check.
- (b) Seller, in reliance of Purchaser's representation and warranty, hereby waives the deposit of Earnest Money.
- (c) Purchaser and Seller accept the foregoing 2(a) and 2(b) as sufficient consideration hereunder.

3. **Title Insurance; Survey.**

- (a) **Title Commitment.** Purchaser, at its cost, shall obtain a Title Commitment for an Owner's Title Insurance Policy with extended coverage issued by a Title Insurance





Company ("the Title Insurer") selected by the Purchaser in the amount of the Purchase Price, covering title to the Property on or after the date hereof, showing title to the Property in the Seller. The Title Commitment shall be conclusive evidence of good title as therein shown as to all matters to be insured by the policy, subject only to the exceptions as therein stated.

- (b) Objections to Title. If the Title Commitment discloses either unpermitted exceptions or boundary overlaps, unpermitted easements, or encroachments, or other matters which do or may render title to the Property unmarketable ("Title Defects"), Purchaser shall have 5 business days from the date of delivery thereof to provide Seller with a written notice (the "Purchaser's Objections Notice") of any matters on the Title Commitment to which Purchaser objects (the "Purchaser's Objections"). If Purchaser fails to deliver Purchaser's Objections Notice within such 5 Business Day period, Purchaser shall be deemed to have waived any objections to and accepted the Title Commitment. Within 5 business days after Seller's receipt of the Purchaser's Objections Notice (the "Seller Objection Response Period"), Seller shall provide written notice to Purchaser as to whether Seller will cure any of the Purchaser's Objections or refuse to cure the Purchaser's Objections (the "Seller's Response Notice"). In no event shall Seller be obligated to cure any of the Purchaser's Objections. If Seller fails to deliver the Seller's Response Notice within the Seller Objection Response Period, Seller shall be deemed to have elected not to cure the Purchaser's Objections. In the event Seller elects, or is deemed to have elected, not to cure any of Purchaser's Objections, then Purchaser shall have the right, by written notice delivered to Seller within 5 business days after the expiration of the Seller's Objection Response Period (the "Purchaser's Election Notice"), to either (i) waive the Purchaser's Objections which Seller shall not cure and proceed to Closing, in which event each of such Purchaser's Objections shall be deemed a Permitted Exception, or (ii) terminate this Agreement, in which event the parties shall have no further rights or obligations hereunder. In the event Purchaser fails to deliver the Purchaser's Election Notice to Seller within 5 business days after the expiration of the Seller's Objection Response Period, then Purchaser shall be deemed to have elected to waive the Purchaser's Objections and proceed to Closing. All of Purchaser's Objections that are waived, or deemed to be waived by Purchaser shall become Permitted Exceptions. In the event Seller elects to cure any of Purchaser's Objections, Seller shall complete the cure of such Purchaser's Objections on or before the Closing Date.
- (c) Survey. In the event that the Title Insurer requires a Survey of the property in order to issue an Owner's Title Insurance Policy, Purchaser, at its own expense, shall obtain a Survey of the Property sufficient to meet the Title Insurer's needs.

4. Title/Conveyance.

Permitted Exceptions. Seller agrees to convey the Property to Purchaser free and clear title thereto by recordable Warranty Deed with release of homestead rights, if any, (or Trustee's Deed if title to the Property is held by a Trustee), along with a deed restriction

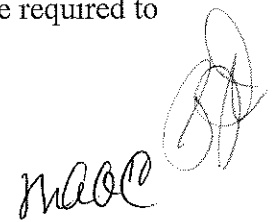



to use the Property as green space in a form substantially similar to the deed restriction attached hereto as Exhibit B, as of the Closing, with said Deed to be subject only to the following listed title exceptions ("Permitted Exceptions"):

- (A) Extended, but unbilled and not due general real estate taxes to the date of Closing and subsequent years;
- (B) Liens of record caused by Seller, which lien/s shall be released via the Closing;
- (C) General exceptions set out in the Title Commitment;
- (D) Any other matter (including encroachments and liens and encumbrances of a definite and ascertainable amount) over which the Title Insurer will issue an endorsement or against which Purchaser will be indemnified by the Title Insurer, provided that same is acceptable to Purchaser;
- (E) All reservations, exceptions, covenants, conditions, restrictions, agreements, easements, setback lines and other matters of record which are disclosed in the Title Commitment and to which Purchaser has not objected;
- (F) Zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property;
- (G) Unrecorded easements, discrepancies, boundary line disputes, overlaps, shortages in area, encroachments and other matters which are disclosed by Seller to Purchaser and to which Purchaser has not objected;
- (H) The rights that the public and upper and lower riparian owners have in any waters present on the Property;
- (I) Matters arising as a result of the acts or omissions of Purchaser.

5. **Escrow Closing and Prorations.** The Closing on this transaction shall be as agreed to by the attorneys for Seller and Purchaser; or at such earlier, or later date, as agreed upon in writing by the Purchaser and Seller, or by their attorneys, provided all conditions hereof have been fulfilled, and this Agreement has not been terminated pursuant to Seller's default, or by Purchaser pursuant to the provisions hereof but not later than June 14, 2017 (the "Closing Date"). Upon Seller's vacation of the Property, all windows and doors shall remain at the Property and locked. Seller may remove ONLY those fixtures described in subpart (d) of this Paragraph. No other fixtures may be removed by Seller under any circumstances and all fixtures shall be left in the same condition as of the Date of Acceptance.

- (a) Closing. Unless otherwise agreed to by the Purchaser, this transaction shall be closed through an Escrow with a Title Insurer, in accordance with the general provisions of the usual form of deed and money escrow agreement then in use by that Title Insurer, with such special provisions inserted in the Escrow Agreement as may be required to

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conform with this Agreement. On the creation of such escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price and delivery of Deed shall be made through the Escrow and this Agreement. The cost of the Escrow shall be paid by the Purchaser.

- (b) Prorations. Real estate taxes between Seller and Purchaser shall be prorated at 105% of the most recent ascertainable tax bill as of the Closing Date and paid at Closing.
- (c) Utilities. Seller shall pay, when due, all charges for utilities furnished to the Property prior to the Closing Date under any account maintained in the Seller's name, and Seller shall be entitled to retain any utility deposits made by Seller which are refundable.
- (d) Removable Fixtures. Seller may remove ONLY the following fixtures:
 - (i) Towel hooks, bars, and light fixtures located in the master bathroom;
 - (ii) Ceiling light fixtures located in the living room;
 - (iii) One ceiling light fixture from each of the Property's three bedrooms;
 - (iv) One ceiling light fixture located in the hallway between the Property's bedrooms.

6. **Broker's Commission.**

- a. Purchaser represents that Purchaser has not contacted any broker and has not engaged a real estate broker in the connection with the execution of this Agreement, or in connection with the acquisition of the Property. Purchaser represents that, as a consequence of Purchaser's execution of this Agreement, and as a consequence of the intended Purchase, no broker shall be entitled to a commission at the Closing, or otherwise, as a consequence of Purchaser's actions.
- b. Seller represents that Seller has not contacted any broker and has not engaged a real estate broker in the connection with the execution of this Agreement, or in connection with the sale of the Property. Seller represents that, as a consequence of Seller's execution of this Agreement, and as a consequence of the intended sale, no broker shall be entitled to a commission at the Closing, or otherwise, as a consequence of Seller's actions.

7. **Representations, Warranties and Covenants of Seller.** Seller hereby makes the following representations, warranties and covenants to and with Purchaser, each of which representations, warranties and covenants are material and true as of the date hereof and which shall continue to be true at the Closing and shall, where applicable, survive the Closing:

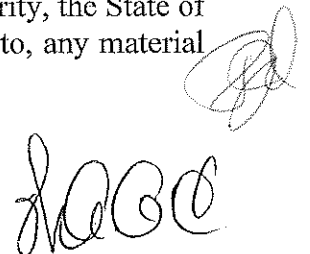
- (a) There is not pending or, to the best of Seller's knowledge any threatened, litigation or proceedings before any court, tribunal or other governmental agency respecting the Property, or the ownership of the Property by Seller. Seller will advise Purchaser of any notice or summons or complaint Seller receives of the commencement of any

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litigation or like proceeding respecting the Property or Seller's ownership of the Property.

- (b) Seller's execution of and performance under this Agreement is pursuant to authority validly and duly conferred upon Seller. Seller has the right and authority to perform all of its obligations hereunder without obtaining any further consent from any partners, creditors, investors, judicial bodies, administrative agencies, governmental authorities or others. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.
- (c) There are no leases affecting any portion of the Property and there exists no contracts, verbal or written, including without limitation, service contracts or maintenance contracts, affecting the Property, which will survive the Closing.
- (d) Seller hereby agrees that Purchaser shall have twenty eight (28) business days after Purchaser's receipt of this Agreement, executed by Seller ("Feasibility Period") to use whatever efforts, at Purchaser's sole cost, it deems necessary to satisfy itself, by visual examination and physical inspection of the Property, that all physical aspects and conditions of the Property are acceptable to Purchaser. If Purchaser is not satisfied, in its sole and absolute discretion, with respect to the physical aspects and conditions of the Property, Purchaser shall have the right to terminate this Agreement by delivering a written notice of such termination to Seller on or before the last day of the Feasibility Period, in which event all obligations of the parties hereunder shall cease and this Agreement shall be of no further force and effect. If Purchaser fails to deliver to Seller, on or before the expiration of the Feasibility Period, such a written notice of termination, then Purchaser shall be deemed to have waived its right to terminate this Agreement under this provision and all other provisions of this Agreement shall remain in full force and effect.
- (e) Purchaser shall indemnify and hold Seller free and harmless of any claim asserted against Seller as a consequence of Purchaser's agent's access to the Property, provided no duty of indemnification shall extend to any claim based upon the pre-existing condition of the Property.
- (f) Purchaser, and Purchaser's Agents, are granted the license of access to the Property, during the Feasibility Period, and Purchaser may inspect the Property immediately before the Closing (the "Closing Inspection").
- (g) Environmental Matters. To Seller's knowledge, the Property has not been used as a site for the use, generation, manufacture, storage, disposal, or transportation of any Hazardous Materials.

The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material

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or substance which is (a) defined as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of Illinois law, (b) petroleum, (c) asbestos, (d) polychlorinated biphenyl, (e) radioactive material, (f) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec.1251 et seq., (g) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., or (h) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq. The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

1. Seller represents and warrants that to the best of Seller's knowledge: (a) neither the Property nor any part thereof is in breach of any Environmental Laws, and (b) the Property is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability.

2. Seller has received no notice that the Property or any part thereof is, and, to the best of its knowledge and belief, no part of the Property is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

8. **Conditions to Purchaser's Obligation to Close.** Purchaser shall not be obligated to proceed with the Closing unless and until each of the following conditions has been either fulfilled or waived by Purchaser:

- (a) There shall have been no uncured breach of any material representation, warranty or covenant given by Seller herein which was untrue as of the date hereof or as of Closing. Seller shall have a period of fifteen (15) days to cure a breach under this subparagraph (a), such cure period to commence upon the date of Seller's receipt of written notice from Purchaser that such breach exists.
- (b) This Agreement shall not have been previously terminated pursuant to any other provision hereof or by reason of any default by Seller.
- (c) Seller shall be prepared to deliver to Purchaser all instruments and documents to be delivered to the Title Insurer and Purchaser, at the Closing, pursuant to Paragraph 10 or any other provision of this Agreement.
- (d) There shall not exist any environmental contamination of the Property or other environmental condition of the Property unacceptable to Purchaser whereby Purchaser has terminated this Agreement.

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- (e) Seller shall have fully complied with the Community Development Block Grant-Disaster Recovery (CDBG-DR) Property Acquisition & Buy-Out Policies and Procedures, attached hereto as Exhibit C and made a part hereof, for participation in the U.S. Department of Housing and Urban Development (HUD) with Community Development Block Grant Disaster Recovery program, including but not limited to execution of Exhibit D to this Agreement.
- (f) A precondition to Purchaser's obligation to consummate the purchase of the Property is that Seller shall not file a petition in bankruptcy, make an assignment for the benefit of creditors, or otherwise declare itself to be insolvent, and shall not be the subject of an involuntary petition in bankruptcy or similar insolvency proceeding unless Seller reasonably persuades Purchaser that such involuntary proceeding will be vigorously contested and promptly dismissed or discharged. If there is more than one Seller, this provision shall apply to each Seller.

9. **Conditions to Seller's Obligation to Close.** Seller shall not be obligated to proceed with the Closing unless and until each of the following conditions has been fulfilled or waived by Seller:

- (a) Purchaser or the Title Insurer shall be prepared to pay to Seller the net Purchase Price to be paid to Seller at the Closing pursuant to the provisions of this Agreement and the Closing documents;
- (b) This Agreement shall not have been previously terminated pursuant to any other provision hereof or by reason of any Purchaser default.

10. **Closing Deliveries.**

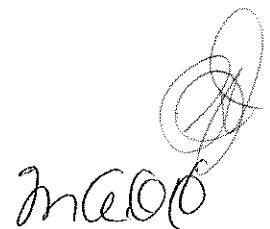
- (a) At the Closing, Seller shall deliver or cause to be delivered to Purchaser, through the escrow each of the following:
 - (i) The Deed to the Property provided for in Paragraph 4, hereof, along with a deed restriction in a form substantially similar to that attached hereto as Exhibit B, which deed restriction shall be recorded at the time the Deed provided for herein is recorded;
 - (ii) A certificate in the form approved by the United States Internal Revenue Service relating to Seller's representation contained in Paragraph 8(c) that it is not a "foreign person;"
 - (iii) An Affidavit of Title to Purchaser, and an ALTA Statement to Purchaser and to the Title Insurer, certifying that there are no tenants or manager of the Property and that Seller has not performed any work on the Property or ordered any materials therefor which would give rise to a mechanic's lien against the Property;

- (iv) Payoff letters from all holders of obligations, if any, secured by interests in the Property, effective on the Closing Date;
 - (v) A bill of sale conveying all personal property remaining at the Property to Purchaser;
 - (vi) Such other documents and instruments as may be specifically required by any other provision of this Agreement or the Title Insurer or as may reasonably be required to carry out the terms and intent of this Agreement.
- (b) At the Closing, Purchaser shall deliver or cause to be delivered to Seller, through the escrow each of the following:
- (i) The net Purchase Price due to Seller per the closing statement provided by the Title Insurer and as approved by the Seller's and Purchaser's attorneys, which closing statement will contain all prorations for recording releases of Seller's liens and real estate taxes, and other credits to Purchaser for the payment of Seller's Closing expenses, if any, which are to be paid via the Closing; and
 - (ii) Such other documents and instruments as may be specifically required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

11. **Expenses.** At the Closing the expenses shall be paid as follows:

- (a) All escrow fees, all Title Insurer charges for an Owner's Policy and all other Purchaser's closing costs, charges and expenses shall be borne and paid by Purchaser. Purchaser represents that the conveyance provided for herein is an Exempt transaction pursuant to 35ILCS 200/31-45 (B)(i) and that no real estate transfer taxes shall be payable to the State of Illinois, the County of DuPage, or the Purchaser as a consequence of this conveyance.
- (b) All Seller's closing costs, charges and expenses incurred by Seller shall be paid by Purchaser, except that any recording charges for release documentation or title clearance matters caused by Seller's liens or Seller's removal of Title Defects shall be paid by Seller.
- (c) Each party shall pay its own respective attorneys' fees and costs.

12. **Inspection/Access.** Purchaser and Purchaser's designated agents and representatives shall be permitted reasonable access of the Property prior to Closing for the Feasibility Period and the Closing Inspection as provided for in this Agreement, provided Purchaser shall indemnify and hold Seller free and harmless from any claim which arises as a consequence of the exercise of such rights of access, as provided in paragraph 7(e).

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13. **Possession.** Seller shall deliver possession of the Property to Purchaser as of the Closing Date. The exterior of the improvements on the Property shall be kept in the same condition as of the date this Agreement is executed by Seller, ordinary wear and tear excepted. Any personal property left at the Property by Seller after the Closing Date shall be deemed abandoned and, at Purchaser's election, shall be sold or discarded. Purchaser shall be entitled to keep all proceeds of sale, if any, from any such property sold.

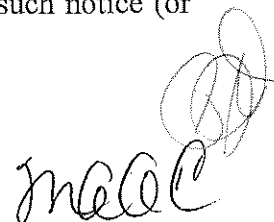
14. **Casualty; Condemnation.**

A. A fire or other casualty which damages or destroys the improvements or which otherwise damages or adversely affects the Property shall not terminate this Agreement unless Purchaser so elects as herein provided. Seller shall promptly notify Purchaser in writing of the nature of the casualty, the amount of insurance coverage, and the anticipated loss adjustment. Seller shall further promptly notify Purchaser in writing of the amount of the award which the insurer will pay in respect of such loss. If Purchaser so elects, the Closing shall be postponed pending Seller's receipt of such information so that Purchaser may preserve the right of termination herein provided. In the event of such casualty, the insurance proceeds in respect of such loss shall be applied in payment of part or all of the Purchase Price. If the insurance proceeds exceed that portion of the Purchase Price payable by Purchaser to Seller at Closing, then such excess shall be paid to Purchaser by Seller at Closing or as soon thereafter as the proceeds are received by Seller. Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller at any time after such casualty and prior to 7 days after receipt of Seller's written notice stating the amount of the award which the insurer will pay in respect of such loss. Purchaser's failure to give such written notice within such time shall be deemed a waiver of Purchaser's election to terminate this Agreement.

B. If Seller is notified by any governmental agency or authority that the Property, or any part or parts thereof, will be condemned or otherwise taken under power of eminent domain, or if Seller learns that a condemnation or taking is contemplated by any governmental agency or authority, then Seller shall promptly give Purchaser written notice thereof including, with or in such written notice, a copy of the notice received by Seller or a description of the information learned by Seller. Within 5 days after Seller gives such notice to Purchaser, Purchaser shall, by written notice to Seller, elect either to rescind this Agreement or to perform notwithstanding such condemnation or taking. If Purchaser elects to perform notwithstanding such condemnation or taking, then Purchaser shall be entitled to all proceeds paid by the applicable governmental agencies or authorities in respect thereof. Purchaser's failure to give such written notice of election within such time shall be deemed a waiver of Purchaser's right to rescind this Agreement.

15. **Rights Upon Default.**

A. No party shall be in default hereunder unless the party has been given written notice of the claimed violation; provided however, no such notice shall be required to be given to a party who has sought relief under the United States Bankruptcy Code, as amended, and from time to time in effect. Upon being given such notice, the party claimed to be in violation shall be in default hereunder unless, within 10 days from the date of having been given such notice (or

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within such longer or shorter time as is elsewhere herein specified with respect to such violation), such party either establishes that there is no violation or commences correction of the conditions or circumstances giving rise to such violation and diligently pursues such correction thereafter.

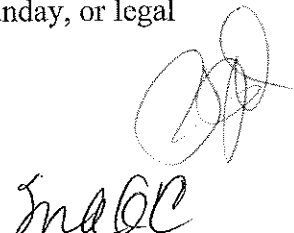
B. If a party brings suit against the other party, then the prevailing party shall be entitled to recover from the other all reasonable attorneys' fees and costs of suit incurred in connection therewith.

C. Tender of the deed or other document or documents of conveyance, or Purchase Price, as provided herein, shall be excused when there has been a material default by the other party.

16. **Post-Closing Cooperation**. The parties hereto agree that, after the Closing, they will at all times use their best efforts to cooperate with each other to effectuate the spirit and intent of this Agreement including, without limiting the generality of the foregoing, the execution by Seller of documents reasonably requested by Purchaser to cause or complete the conveyance to Purchaser of title or the assignment of the exclusive right to use and occupy the Property and other property to be conveyed to Purchaser hereunder.

17. **Miscellaneous Provisions**.

- (a) This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral agreements, undertakings, promises, representations, warranties or covenants not contained herein, all of which prior agreements are hereby terminated and of no force or effect. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibit, be the Agreement, but all such counterparts shall constitute one and the same Agreement.
- (b) This Agreement may be amended only by a writing executed by both Purchaser and Seller.
- (c) This Agreement may not be assigned by Purchaser or Seller, nor shall Seller assign its interest in this Agreement or the net proceeds, unless Seller utilizes such assignments in connection with a Like-Kind Exchange pursuant to Sections 1031 of the Internal Revenue Service Code.
- (d) No waiver of any provision or condition of this Agreement by either party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.
- (e) In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal



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holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

- (f) In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be.
- (g) Headings of paragraphs are for convenience of reference only, and shall not be construed as a part of this agreement.
- (h) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective lawful successors.
- (i) Whenever a written notice is required or permitted pursuant to this Agreement notice shall be delivered pursuant to this clause, with telecopy facsimile sent to the indicated telecopy numbers when notice is delivered to the courier, or deposited for delivery by the U.S. Postal Service. All notices required or desired to be given hereunder shall be deemed given if and when delivered personally, or on the day of being deposited with a national overnight courier service, or on the day of being deposited in the United States certified or registered mail, return receipt requested, postage prepaid, addressed to a party at its address set forth below, or such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to Purchaser: The Village of Villa Park
 20 S. Ardmore Ave.
 Villa Park, Illinois 60181
 Telephone: 630-592-6051
 FAX: 630-834-8967
 Attention: Richard Keehner Jr., Village Manager

With a copy to: Kathleen Field Orr
 Kathleen Field Orr & Associates
 53 West Jackson Blvd. Suite 964
 Chicago, Illinois 60604
 Telephone: 312-382-2113
 FAX: 312-382-2127

If to Seller: Owner of Record
 Patrick J. and Mary Ann O'Connor
 546 South Euclid Avenue
 Villa Park, Illinois 60181
 Telephone:
 FAX:

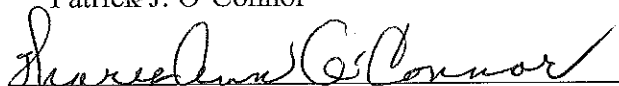
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With a copy to: John R. Hubeny
200 E. Chicago Ave. #200
Westmont, IL 60559
Telephone: 630-455-0500
FAX: 630-455-0505

- (j) Time is of the essence of this Agreement.
- (k) That Exhibit D attached hereto is hereby made a part of this Agreement. Seller shall execute Exhibit D on or before the Date of Acceptance.
- (i) That the lead based paint disclosure form attached hereto as Exhibit E is made a part of this Agreement and shall be executed by Seller prior to or on the Date of Acceptance.

SELLER:

By: 
Patrick J. O'Connor

By: 
Mary Ann O'Connor

Date: _____, 2017

PURCHASER:

**Village of Villa Park, a
Municipal corporation of the County
of DuPage, State of Illinois**

By: _____

Richard Keehner Jr., Village Manager

Date: _____, 2017



EXHIBIT A
546 S. Euclid Avenue, Villa Park, Illinois
Property Index Number 06-10-303-050

Legal Description:

The East 150 feet of Lot 109 (except the South 60 feet thereof) and the South 11 feet of the East 150 feet of Lot 110 in Villa Park, being a Subdivision in Sections 3 and 10, Township 39 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded November 10, 1908 as Document 95115, in DuPage County, Illinois.

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Community Development Block Grant – Disaster Recovery (CDBG-DR)

Property Acquisition & Buy-Out Policies and Procedures

Adopted October 6, 2015

Amended December 1, 2015

Amended September 13, 2016

1. **Authority to undertake property acquisition and buy-outs.** DuPage County has filed the following Action Plan and Amendments with the U.S. Department of Housing and Urban Development (HUD) that authorize this activity. Please note that under CDBG-DR requirements stated in Federal Register Docket No. FR-5696-N-01 dated March 5, 2013, the term “buyouts” refers to acquisition of properties located in a floodway or floodplain. Properties not located in a floodway or floodplain may also be acquired. Homeowners must complete an Application requesting property buy-out or acquisition.

Action Plan filed March 4, 2014	<p>Voluntary acquisition or buy-out of houses that meet following criteria:</p> <ul style="list-style-type: none"> • Impacted by April, 2013 event • Owner occupied by low-moderate income household (See amendment of low-moderate national objective in Amendments 3 and 4). • Not protected by capital improvement project in approved watershed plan OR subject to flooding depth of one foot above the low-entry elevation for April, 2013 event OR subject to a flooding depth of one-half foot for any two historic flood event (one must be April, 2013 event) OR FEMA repetitive loss structure <p>Municipalities may also apply for up to 50% of costs for buy-out/acquisition projects with low-mod benefit (\$250,000 funding request cap)</p>
Substantial Amendment 1 filed September 11, 2014	<p>Voluntary acquisition or buy-out of single family dwellings (as defined by HUD) that meet following criteria:</p> <ul style="list-style-type: none"> • Impacted by April, 2013 event • Owner occupied • Not protected by capital improvement project in approved watershed plan OR subject to flooding depth of one foot above the low-entry elevation for April, 2013 event OR subject to a flooding depth of one-half foot for any two historic flood event (one must be April, 2013 event) OR FEMA repetitive loss structure <p>Municipalities may also apply for up to 75% of costs for buy-out/acquisition projects with low-mod or urgent need benefit (\$400,000 funding request cap)</p> <p>Added Hazard Mitigation Grant Program (HMGP) Buy-Out Match as an activity.</p>
Substantial Amendment 2 filed April 28, 2015	<p>Activity amended to include potential acquisition of one commercial property.</p>

	Municipalities may also apply for up to 75% of costs for buy-out/acquisition projects with low-mod or urgent need benefit (\$500,000 funding request cap)
Substantial Amendment 3 filed May 6, 2016	Amends “Strategic Buy-Out” activity to be an urgent need national objective activity, unless an area benefit can be established to meet a low-mod national objective.
Amendment 4 filed September 13, 2016	<p>Activity amended to include acquisition and/or buy-out of non-owner occupied property if a structure that is not owner occupied was impacted by the April, 2013 flood event and meets at least one of the following criteria:</p> <ul style="list-style-type: none"> • Determined to be substantially damaged by a local, County or Federal official, according to FEMA regulations: Substantial Damage – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred (these properties would have the highest priority); OR • Designated as a Repetitive Loss or Severe Repetitive Loss property under the National Flood Insurance Program; OR • Located in a mapped FEMA-defined floodway: A “regulatory floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height; OR • Located adjacent to other flood prone properties that have been or are currently in the process of being acquired.

2. **Ownership.** All persons on title of a property must voluntarily agree to sell the property. If seeking buy-out or acquisition under the criteria for owner-occupied property, the property must be, and have been at the time of the flood event, the primary residence of the homeowner seeking assistance, unless the home is uninhabitable due to the flood event. The home may have been vacated for periods of rehabilitation, when necessary, and may be vacated by the homeowner prior to the closing of the buy-out or acquisition in anticipation of closing; however, no second homes are eligible. Homeowner must present documentation satisfactory to DuPage County to demonstrate their occupancy of the property. If seeking buy-out or acquisition under the criteria for non-owner-occupied property, owner will be required to supply information on all occupants of the property, beginning six (6) months before the flood event to present time. Property held in trust for the benefit of natural persons can be eligible as long as at least one of the occupants at the time of the flood event was a current beneficiary of the trust. Contiguous vacant parcels owned by the homeowner may be included in the buy-out or acquisition. Properties in foreclosure will not be considered for this program. To be eligible for assistance, owners must also be a United States citizen or have eligible immigration status, must sign a Citizenship Declaration form, and must present one of the

following forms of verification (or a document as listed on the Citizenship Declaration form):

- Valid U.S. Passport
- Valid Birth Certificate
- Certificate of Naturalization

The Citizen Declaration form and review of documentation may be completed by DuPage County staff, by consultant under contract with DuPage County, or by municipal staff. However, original Citizen Declaration form and copies of documentation must be presented to DuPage County staff for final approval.

3. Appraisal Process/Property Values/Allowed Uses. “Buy-out” properties will be purchased at the pre-flood value MINUS duplicative benefits already received as described in Paragraph 6 *Duplication of Benefits*. The purpose of “buy-out” will be to restore and preserve the natural and beneficial functions and values of floodplains and wetlands, and the properties: will be cleared of all existing structures and related improvements; will be dedicated for permanent use for flood control, wetland protection, park land, or open space; and a permanent covenant restriction will be placed on the property’s continued use to preserve the floodplain or wetland from future development. No new structures may be erected on buy-out properties other than: (a) a public facility that is open on all sides and functionally related to a designated open space; (b) a rest room; (c) a flood control structure; or (d) a structure that the local floodplain manager approves in writing before the commencement of the construction of the structure. After receipt of the assistance for the property, no subsequent application for additional disaster assistance for any purpose may be made by the recipient to any Federal entity in perpetuity.

Properties not located in a floodway or floodplain will be purchased based on post-flood fair market value. Acquired properties may be redeveloped.

Value for DuPage County acquisitions or property to be bought out or acquired solely with CDBG-DR funds will be determined by appraisal made by an appraiser qualified under the DuPage County Request for Qualification Process. Appraisals obtained by DuPage County will be reviewed by the DuPage County Supervisor of Assessments Office. Appraisals obtained by a municipality under a Hazard Mitigation Grant Program (HMGP) for the purpose of using CDBG-DR funds for the required match may be reviewed under whatever process is acceptable to the agency funding the HMGP. Since this is a voluntary acquisition program, homeowners may “counter offer” an offer made by DuPage County or a municipality if the counter offer is based on an appraisal by an appraiser meeting the same qualifications required under the DuPage County RFQ for appraisers and utilizing the same scope of work as the DuPage County appraisal. Appraisals obtained by homeowners will also be subject to review by the DuPage County Supervisor of Assessments Office. DuPage County, however, will not buy-out or acquire any property for more than a ten percent variance over an appraisal obtained by

DuPage County. DuPage County acknowledges that appraising these properties can present a challenging appraisal problem and reserves the right to obtain a second appraisal on behalf of DuPage County if, in its sole discretion, there appears to be a significant variance between the initial appraisal obtained by DuPage County and an appraisal obtained by a homeowner. If DuPage County and the homeowner seeking assistance cannot come to a mutually agreed upon price within the parameters of these policies and procedures, DuPage County will not purchase the property. Because of the voluntary nature of these buy-outs and acquisitions, property owners are not eligible for assistance under the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act. DuPage County will not pay any additional Replacement Housing Assistance.

4. **National Objectives.** Both buy-out and acquisition properties must meet one of the following CDBG national objectives:

- L/M Area Benefit if area qualifies and there is a continuing use that complies with all HUD regulations.
- Urgent Need (direct benefit) – if the activity addresses the serious threat to community welfare following the disaster and the household assisted is above 80% AMI.

The national objective is the same for all activities associated with the applicant's parcel.

RESERVED FOR FUTURE ADOPTION OF POLICIES AND PROCEDURES COMPLIANT WITH UNIFORM RELOCATION ACT.

5. **Duplication of Benefits.** Policy: A Duplication of Benefits review will be completed for each homeowner seeking buy-out under CDBG-DR. Procedure: The first step in determining whether a potential duplication of benefits exists is to gather information from the homeowner seeking assistance. This will be done using the "DuPage County CDBG-DR Duplication of Benefits Information Form". This information gathering may be done by DuPage County staff, by consultant under contract with DuPage County, or by municipal staff. Please note that this form must be signed by the homeowner(s). The second step is the actual Duplication of Benefits review, which is completed by analyzing the information received and determining what benefits are duplicative. The results of that analysis will be noted on the "Reviewer Analysis" form and then dollar amounts stated on the "DuPage County CDBG-DR – Duplication of Benefits Review Spreadsheet." Because this is an acquisition/buy-out program, the Applicant's Total Need will be the amount determined through the appraisal process described in Paragraph 2 above to be the offer to be made to buy-out or acquire the property (and then adjusted to be the actual contract price of the property, if different than the initial offer). Benefits are not considered to be duplicative if they fall into one of the following categories

- Funds received for a different purpose and used for the allowed purposes
- Funds received for the same purpose, but different eligible use
- Funds that were not available to the applicant
- Private loans
- Other personal assets or lines of credit available to the homeowner

The analysis form and spreadsheet may be completed by DuPage County staff, by consultant under contract with DuPage County, or by municipal staff. However, upon completion, all duplication of benefit information must be transmitted to DuPage County for final approval. Since the duplication of benefits calculation is included in the Voluntary Acquisition letter, DuPage County approval must be obtained prior to presentation of this letter to any homeowner.

With regard to loans from the Small Business Administration (SBA), if a property owner has declined an SBA loan, the property owner will be asked to state the reasons for such declination. If the property owner declined the loan because of concerns about the cost burdens of repayment, DuPage County will accept such statement as a legitimate reason for declining the loan. Since the purpose of this program is to buy-out/acquire and demolish flood prone properties, not to rehabilitate them, no positive impact to this program would have been realized by any property owner's acceptance of such loan to repair a property.

Prior to receiving assistance, each homeowner will be required to sign an agreement requiring that any amount of additional disaster assistance received subsequent to CDBG-DR and in excess of need will be returned to DuPage County. DuPage County will maintain a database of assisted homeowners and will annually require a statement and certification regarding any additional disaster assistance received for a period of three years following CDBG-DR assistance.

6. Environmental Review Requirements. DuPage County considers entering into a contract to acquire or buy-out a specific address to be a "commitment of funds." Therefore, no contract may be entered until an appropriate level of environmental review has been completed.

- In accordance with the Federal Register Notices, DuPage County may use the environmental review performed by another Federal Agency. HUD has issued a guidance memorandum dated March 4, 2013 for such adoption of reviews. DuPage County will request Release of Funds from HUD under adopted reviews.
- For properties that have not had an Environmental Review by another Federal Agency, DuPage County will complete the Environmental Review. Specific properties may be grouped for purposes of publication and Request for Release of Funds as the reviews are completed.
- The 8 step flood plain process is not required for properties that meet the requirements of 24 CFR 55.12(c)(3): the property is cleared of all existing structures and related

improvements; the property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and a permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.

Portions of any environmental review may be completed by DuPage County staff, by consultant under contract with DuPage County, or by municipal staff. However, upon completion, the entire Environmental Review Record, with documentation, must be presented to DuPage County staff for final approval.

Because this is a voluntary acquisition program, homeowners need to be made aware of the price that DuPage County would be willing to pay for the property in order to determine if they are interested. The Uniform Relocation Act requires that an appraisal must take place to determine a price and that price is then presented to the homeowner in a Notice to Owner/"Voluntary Acquisition" document. DuPage County cannot publish the address of properties eligible for buy-out during the environmental assessment process unless the homeowner has actually expressed an interest in the acquisition or buy-out and is aware that publication of their address will occur. Therefore, appraisals may occur prior to any environmental review process as an exempt "study" activity under 58.34(a)(1). Appraisal of a home and presentation to a homeowner of the Notice to Owner/Voluntary Acquisition document does not constitute a commitment of funds to that address.

7. **Conflict of Interest.** Each homeowner participating in the program must sign a Conflict of Interest Disclosure form. Any potential conflict of interest must be cleared before a purchase can proceed.

8. **Contract Provisions.** When an environmental review has been completed, a Release of Funds obtained from HUD, and a contract price agreed to, DuPage County may enter into a Contract to purchase a property. The contract shall contain contingencies for satisfactory completion, review, and acceptance of: a Phase I environmental study; lead based paint assessment; asbestos testing; survey; and title commitment. DuPage County State's Attorney's Office will be responsible to determine if the contingencies have been satisfied. The contract shall state that sellers will not be allowed to scavenge fixtures or architectural items from the property. Any item that is not a permanent fixture or architectural item that is allowed to be removed (e.g. appliances, ceiling fans, light fixtures), shall be clearly stated in the contract. The contract shall provide that DuPage County will pay for all closing costs on behalf of seller.

9. **Closing.** A date for closing of title will be set in the Contract, with provisions for amendment should unforeseen circumstances arise. DuPage County will work with sellers to set a closing date that allows the seller to have adequate time to locate housing.

10. **Post Closing Activities.** Following the closing, DuPage County will secure the property, ensure that utilities are turned off, and bid out the demolition of the property. Buy-out properties will be deed restricted. Sellers will be placed on a monitoring log so that duplication of benefits received after closing can be determined for a period of three (3) years following the closing. The Subrogation Agreement entered into with each homeowner will require that homeowners keep DuPage County informed as to their current address or contact information.

11. **Appeals.** Should any homeowner be denied a buy-out or acquisition Contract, an appeal may be made to the Community Development Commission. The homeowner should provide a written letter or e-mail to the Commission at least ten days prior to a scheduled meeting which states the request and basis for the request. If the appeals request is not received by the Commission at least ten days prior to the meeting, the appeal will be delayed until the next meeting of the Commission. Notwithstanding the foregoing, the Commission only has the ability to grant appeals based on County policies. Any appeal for waiver of a Federal regulation or requirement cannot be granted by the Commission.

12. **“Not Suitable for Rehabilitation” Definition.** There are Federal requirements for replacing demolished dwelling units when the units are considered “lower-income dwelling units.” The one-for-one replacement requirements of Section 104(d) and 24 CFR 42.375 are waived by HUD for the CDBG-DR funds, provided the disaster-damaged units being demolished meet the DuPage County definition of “not suitable for rehabilitation.” DuPage County hereby defines “not suitable for rehabilitation” as being any dwelling unit damaged by the April, 2013 flood event which is not protected by a capital improvement project in an approved watershed plan OR is subject to flooding depth of one foot above the low-entry elevation for April, 2013 event OR subject to a flooding depth of one-half foot for any two historic flood event (one must be April, 2013 event) OR FEMA repetitive loss structure.

Exhibit D

This Contract between the BUYER, Village of Villa Park, and SELLER, Patrick J. O'Connor and Mary Ann O'Connor, shall be subject to the following additional terms and conditions:

1. CONTINGENT UPON APPROPRIATION OF FEDERAL/STATE FUNDS: This Contract is subject to the contingency that that the Federal and, or State of Illinois, acting respectively through the US Congress and, or, General Assembly, shall appropriate and make available sufficient funding for BUYER, Village of Villa Park, which contingency shall be deemed satisfied, or excused, (except as noted below) upon this Contract being duly approved by the Village Board and executed by the Village Mayor.

However, as an exception to the foregoing, in the event the SELLER are unable to close within six (6) months from the effective date of this Contract, and the closing is not completed in the same Federal and/or State Fiscal Year (FY) in which the Contract is approved, the BUYER may terminate this Contract if the appropriation of funding is not continued over to the following FY. In such event, the BUYER shall give notice of the failed contingency and this Contract shall become null and void; each Party shall bear its (their) own expenses related thereto and without recourse or claim against the other Party.

Furthermore, in the event that this Contract is not approved by the Village Board within 120 days of the date of the SELLER execution thereof, then the SELLER or BUYER may, at their respective option, serve written notice of such occurrence upon the other party, or the party's attorney, notifying the other party of the failed contingency. In such event, this Contract shall become null and void and each party shall bear its (their) own expenses related thereto and without recourse or claim against the other party.

2. USE OF SALE PROCEEDS PROHIBITED FOR RELOCATION HOUSING WITHIN FLOOD ZONE. The SELLER acknowledges and understands that the BUYER is using funding to acquire the subject Property through a disaster relief grant by the U.S. Department of Housing and Urban Development. SELLER further agree and covenant that the sale proceeds, which were paid from CDGB-DR funding, shall not be used by the SELLER to lease or purchase, or have constructed, replacement housing located in located **IN ANY FLOOD ZONE A** (100 year flood zone) as identified in the Flood Insurance Rate Maps of the applicable jurisdiction. Funds disbursed to SELLER at the closing for this sale will be presumed to have been used for the purchase or lease, or to pay construction costs, for any replacement housing used or acquired by the SELLER for a period of three (3) years following the closing date. For the purpose of this provision, "replacement housing" shall mean any permanent or temporary place of domicile. The U.S. Department of Housing and Urban Development, the Federal Emergency Management Agency, and the Illinois Emergency Management Agency, are intended beneficiaries of this agreement and covenant and may fully enforce same against the SELLER as though parties to this Contract.

At or before the closing, SELLER shall provide BUYER with the address for SELLER'S new domicile and shall, for a period of three (3) years following the closing date, notify BUYER of any change in the SELLER'S place of domicile. The SELLER shall provide, upon written request by BUYER, HUD, or County of DuPage, a copy of any deed or lease for replacement housing used by SELLER at any time during the three (3) year period following the closing date. For the purpose of this provision, "replacement housing" shall mean any permanent or temporary place of domicile. The U.S. Department of Housing and Urban Development, and the Federal Emergency Management Agency, are intended beneficiaries of this agreement and covenant and may fully enforce same against SELLERS as though parties to this Contract.

3. FUTURE RIGHTS TO REIMBURSE PAYMENTS RECEIVED. In consideration of SELLER'S receipt of funds or the commitment by the Village of Villa Park and DuPage County to evaluate SELLER's application for the receipt of funds under the CDBG Disaster Recovery Program (CDBG-DR) administered by DuPage County;

SELLER hereby assigns to DuPage County all of SELLER's future rights to reimbursement and all payments received under any policy of casualty or property damage insurance or under any reimbursement of relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration (SBA) for physical damage to the Structure commonly known as 546 Euclid Avenue, Villa Park, IL 60181.


Patrick J. O'Connor


Mary Ann O'Connor

Date: _____

Date: _____

In reference to the property (the "Property") conveyed by the Deed between Patrick J. O'Connor and Mary Ann O'Connor participating in the federally-assisted acquisition project (the "Grantor") and the Village of Villa Park, DuPage County, Illinois (the "Grantee" or the "Village"), its successors and assigns:

WHEREAS, in accordance with the Disaster Relief Appropriations Act, 2013, (Pub. L. 113-2), and pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*), Community Development Block Grant disaster recovery (CDBG-DR) program funds have been allocated by the United States Department of Housing and Urban Development to the County of DuPage, Illinois (the "County") (the "CDBG-DR program funds"); and,

WHEREAS, the Village of Villa Park, acting by and through the President and Board of Trustees of the Village of Villa Park, has applied for and been awarded federal funds pursuant to an agreement with the County of DuPage, dated October 4, 2016, and herein incorporated by reference, making it a Community Development Block Grant-Disaster Recovery (CDBG-DR) program Subgrantee; and,

WHEREAS, the County has awarded a portion of the CDBG-DR program funds to the Village for buyouts of real property located in areas that were impacted by flooding events that took place in April, 2013 (the "Buyout Program"); and,

WHEREAS, the Buyout Program provides a process by which the Village acquires interests in property, including the purchase of property in a floodplain, to demolish and remove any structures on such property, and to maintain the use of said property as open space in perpetuity; and,

WHEREAS, the Property is located in the Village in an area which qualifies for the Buyout Program; and,

WHEREAS, to satisfy the requirements of the Buyout Program, the Grantee is required to restrict the use of the land in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices.

NOW, THEREFORE, the following restrictions shall apply in perpetuity to the Property described in the attached Deed and acquired by the Grantee:

1. Terms. Pursuant to the terms of the CDBG-DR program statutory authorities, Federal program requirements, and the Grant Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to CDBG-DR program requirements concerning the acquisition of real property and flood buyouts:

a. Compatible Uses. The Property shall be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices.

b. Structures. No new structures or improvements shall be erected on the Property other than:

- i. A public facility that is open on all sides and functionally related to a designated open space or recreational use (*e.g.*, a park, campground, or outdoor recreation area);
- ii. A public restroom;
- iii. A flood control structure;
- iv. A structure that the local floodplain manager approves in writing before the commencement of construction of the structure.

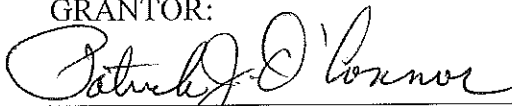
Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. After receipt of the assistance, with respect to any property acquired, accepted, or from which a structure was removed under the acquisition or relocation program, no subsequent application for additional disaster assistance for any purpose will be made by the recipient to any Federal entity in perpetuity.

2. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

IN WITNESS WHEREOF, said Grantor and Grantee have executed this instrument this _____ day of _____, 2017.

GRANTOR:



Patrick J. O'Connor


Mary Ann O'Connor

GRANTEE:

By: Its President

State of Illinois)
) SS.
County of DuPage)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, _____, and _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2017.

Notary Public

ILLINOIS ASSOCIATION OF REALTORS

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- [] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- [x] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and Reports available to the seller (check one below):
- [] Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
- [x] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed above.
(d) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
(e) Purchaser has (check one below):
- [] Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- [] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller [Signature] Date / / Purchaser _____ Date / /
Seller [Signature] Date / / Purchaser _____ Date / /
Agent _____ Date / / Agent _____ Date / /
Property Address: _____