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Mary Konrad, Clerk
Christine McKinley, Treasurer



Trustees:
Allena Barbato
Scott Bartlett
Glenn McCollum
Jeff Nielsen
Tom O'Reilly
Doug Savell

**VILLAGE OF LAKE VILLA
PLAN COMMISSION– AGENDA
Thursday, April 3, 2025
Village Hall, 65 Cedar Avenue
7:00 P.M.**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. **Approval:** Minutes of the February 6, 2025 Plan Commission Meeting
4. **Public Hearing:** Conditional Use Permit Application for 985 E. Grand Avenue for the use of a drive-through
5. Public Comment
6. Adjournment

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are required to contact Village Hall at (847) 356-6100 promptly to allow the Village to make reasonable accommodations for those persons.

The Village of Lake Villa
Plan Commission Meeting
DRAFT Minutes of the February 6, 2025
 Village Hall
 65 Cedar Avenue, Lake Villa, IL 60046

1. CALL TO ORDER AND ROLL CALL

A Meeting of the Plan Commission of the Village of Lake Villa was held on February 6, 2025, at the Village Hall, 65 Cedar Ave., and was called to order at 7:00 pm by and Chairman Kressner.

Present:	Commissioners: Jake Cramond, Tracy Lucas, Lee Filas, Steve Smart, Jerry Coia
Absent:	Craig Kressner
Also Present:	Assistant to the Village Administrator Jake Litz; Village Attorney Rebecca Alexopoulos; Village Planner Scott Goldstein

2. PLEDGE OF ALLEGIENCE

3. REVIEW OF THE MINUTES

Chairman Pro-tem Cramond asked for a motion to approve the December 19, 2024 Plan Commission meeting minutes as amended. Commissioner Coia made a motion to approve the minutes as amended. The motion was seconded by Commissioner Smart. The motion carried (5-0).

4. Public Hearing: Comprehensive Plan Amendment – Downtown Vision Plan (Cedar Avenue)

Chairman pro-tem Cramond called to open a public hearing. A motion was made by Commissioner Filas to open the public hearing, the motion was seconded by Commissioner Coia. The motion carried (5-0).

Village Planner Scott Goldstein from Teska Associates overviewed the process of adopting the Downtown Vision Plan as an amendment to the Comprehensive Plan. He highlighted the existing and opportunity sites that the Downtown Vision Plan contemplates. The street configuration was discussed. It was clarified that the redesign of Cedar Avenue should extend from the Metra railroad tracks to Grand Avenue. Special events within the downtown were discussed. Assistant to the Village Administrator Jake Litz discussed the upcoming summer events taking place in the Village. Potential improvements to Lehman Park were highlighted. Additional parking elements throughout the park and throughout the downtown area were discussed by the group.

Public Comment was opened to the public. A Lake Villa Restaurant owner stated that they were excited about the potential positive changes that the plan outlined. Public comment was closed.

Commissioner Coia stated that he was excited about the two new businesses have attracted growth. He stated that the Village should be realistic about what can be done. He stated that the existing single-family homes may eventually have to be converted into commercial uses.

Commissioner Lucas stated that she was generally a fan of the plan but stated that the prioritization of the plan should be to highlight one or two sites. Mr. Goldstien said that the plan does highlight 209 Cedar Avenue as the first piece of the puzzle. Commissioner Cramond suggested that the plan bifurcate sections off by either low-cost/high-cost or short-term/long-term.

Commissioner Filas stated that the facades section should contemplate more of a formalized façade grant program.

Commissioner Coia made a motion to close the public hearing, the motion was seconded by Commissioner Filas. The motion carried (5-0).

A public comment was made that more flexible space should be contemplated at Lehman Park as he felt the Downtown Vision Plan overcrowded the site.

A motion was made by Plan Commissioner Lucas and seconded by Plan Commissioner Smart to recommend to the Mayor and Board of Trustees of the Village of Lake Villa that they approve and adopt the Downtown Vision Plan dated January 14, 2025 prepared by Better City LLC and Teska Associates and incorporate it as "Appendix A" to the Village of Lake Villa 2022 Comprehensive Plan, as an amendment to the Official Comprehensive Plan of the Village, subject to the following further recommended revisions: (1) sentence 1 on page 7 of the plan shall be revised to read "a redesign of Cedar Avenue between the Metra Station and Grand Avenue would create a more dynamic, flexible space that is functional not only as a traffic thoroughfare but also accommodates events well." The motion carried (5-0).

5. PUBLIC COMMENT

None.

6. ADJOURNMENT

With there being no further business Chairman pro-tem Cramond asked for a motion to adjourn. Commissioner Coia made a motion to adjourn, seconded by Commissioner Coia. The motion was approved unanimously by voice vote at 8:11 p.m.

Respectfully submitted,
Jacob Litz, Assistant to the Village Administrator



DATE: March 27, 2025
TO: Chairman Craig Kressner and Members of the Plan Commission
FROM: Jake Litz, Assistant to the Village Administrator
RE: Conditional Use Permit Application – 985 E. Grand Avenue

<u>Property Owner</u>	<u>Property Location</u>	<u>Zoning District</u>
Matthew A. Kaufman and Michelle E. Kaufman 3800 Vanalden Avenue Tarzana, California 91356	985 E. Grand Avenue Lake Villa, IL 60046	Suburban Business SB

**Petitioner and/or
Contract Purchaser:** First American Bank
1650 Louis Avenue
Elk Grove Village, IL 60007

Site Location: 985 E. Grand Avenue, Lake Villa, IL 60046

Requested Action: Approval of a Conditional Use Permit at 895 E Grand Avenue

Proposal: Approval of a Conditional Use Permit for the use of an existing drive-through.

Summary of Request

First American Bank, the contract purchaser of the property located at 985 East Grand Avenue, Lake Villa, Illinois, is petitioning for a Conditional Use Permit (CUP) to continue the operation of a drive-through. The property, currently zoned Suburban Business District (SB), was previously occupied by BMO Harris Bank, which operated a branch bank with a drive-up facility for approximately 19 years. The building has been vacant since BMO Harris Bank closed the branch in December 2023. The bank use is a permitted use by right in the SB Zoning District. The CUP is only for the use of a drive through.

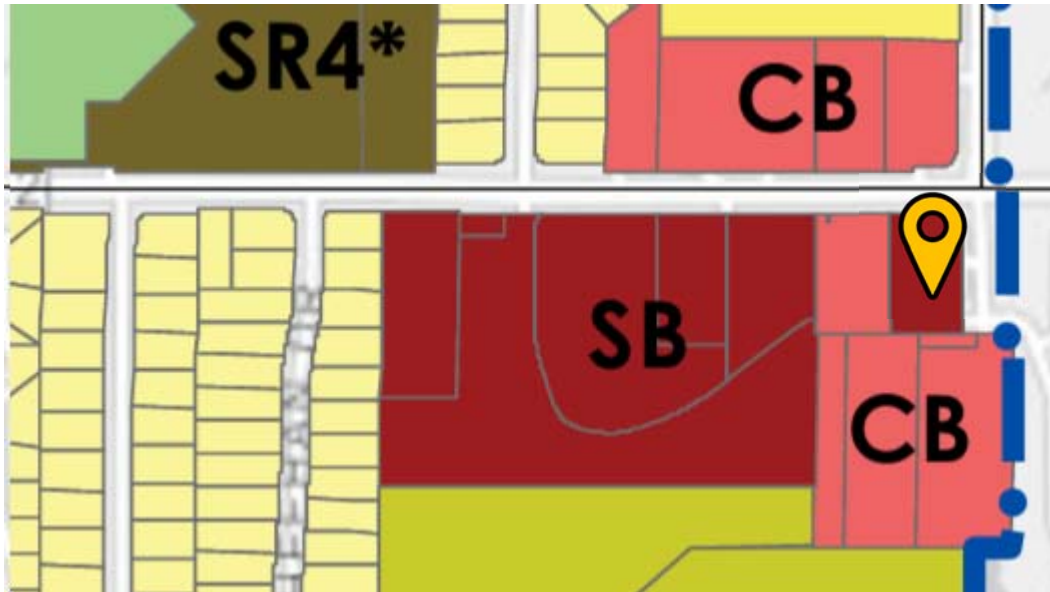
At the April 3, 2025 Plan Commission meeting, the Plan Commission is scheduled to hold a public hearing for an application for a CUP. The applicant seeks approval of a CUP to continue the use of a drive-through. This request does not include any exterior modifications or structural changes beyond necessary updates to signage and landscaping.

The Subject Property:

- Is located at the southwest corner of Grand Avenue and Deep Lake Road;
- Is Zoned SB Suburban Business;
- Is surrounded by:
 - North: CB Commercial Business properties that are occupied by the BP Gas Station

- South: CB Commercial Business properties that are occupied by Grace Community Bible Church
- West: CB Commercial Business property currently used by Grace Community for additional parking
- East: Village of Lindenhurst - Vista Medical Center
- Is designated as appropriate for commercial business uses in the Comprehensive Plan;

Current Zoning Map of Subject Property



Procedural Review of Conditional Use Permit Request

During the Public Hearing, the Plan Commission will hear the evidence presented by Village Staff, Applicant/Petitioner, and any individuals in the audience wishing to provide public comment, present evidence, and/or cross-examine witnesses relative to the proposed request. At the conclusion of the public hearing, the Plan Commission shall, with the aid and advice of Village Staff, transmit its findings and recommendations as to whether the Condition Use Permit should be approved, approved subject to modifications, or not approved.

General Standards for Conditional Use Permits

According to the standards for conditional uses outlined in Section 10-4-4 of the Lake Villa Zoning Code, the proposed use must meet the following criteria. Staff comments are italicized below.

1. **Compatibility with Adjacent Properties:** The use shall be of such location, size, and character that it will be in harmony with the appropriate and orderly development of the district in which it is situated and not detrimental to the development, use, or enjoyment of other property in the neighborhood. *The proposed CUP is compatible with the character of the area as it is pre-existing.*
2. **Traffic and Parking:** The use shall be such that it will not adversely affect the level of service of streets and highways, or the capacity of existing municipal utilities, or create a

traffic hazard. *No adverse impacts are expected on traffic flow, pedestrian movement, or surrounding properties.*

3. **Public Health, Safety, and Welfare:** The use shall not involve any activity substantially increasing the burden on municipal services beyond what is normally anticipated for permitted uses in the district. *The property has adequate public service infrastructure to support continued bank drive-through operations.*
4. **Consistency with Comprehensive Plan:** The use shall be consistent with the intent of the comprehensive plan. *The proposed CUP aligns with the Village's comprehensive plan.*

Recommendation by Village Staff

Given the historical operation of the drive-up facility, compliance with Village zoning requirements, and the benefits of continued commercial use at this location, staff recommends approval of the Conditional Use Permit.

Should the Plan Commission recommend approval of the proposed CUP to the Village Board, this matter would come before the Village Board for final approval at their April 21st meeting.

Staff, the Applicant, and the Village Attorney will be present for the April 3rd Plan Commission meeting to answer any questions that may arise.

Attachments

- Application Materials and Required Submittals
- Legal Notice



APPLICATION FOR ZONING REQUEST(S)

This application is required for these requests:

Zoning Change, Variation, Conditional Use Permit, Planned Unit Development and/or Subdivision

Property Address: 985 E. Grand Avenue **Application Date:** February 25, 2025

Applicant Name: First American Bank (Attn: John Olsen)

Applicant Address: 1650 Louis Avenue, Elk Grove Village, IL 60007

Applicant Email: jolsen@firstambank.com

Applicant Phone: 847-586-2254

Owner Name: Matthew A. Kaufman and Michelle E. Kaufman

Owner Address: 3800 Vanalden Avenue, Tarzana, CA 91356

Owner Email: matt@valleytechcenter.com

Owner Phone: (310) 439-8441

If petitioner is a corporation, at the public hearing, an attorney must represent the Petitioner.

CONTRACTOR INFORMATION:

	Contact and Firm	Phone Number	Email
Attorney	James Babowice Churchill, Quinn, Hamilton et al.	847-223-1500	jbabowice@grayslakelaw.com
Civil Engineer - Transportation			
Civil Engineer - Stormwater			
Architect			
Landscape Architecture			
Other (Specify)	Surveyor: James Harpole JLH Land Surveying	815-729-4000	info@jlhsurvey.com

VILLAGE OF LAKE VILLA - APPLICATION FOR ZONING REQUEST(S)

Application Request(s) (check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Zoning Change | <input checked="" type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Zoning Variation | <input type="checkbox"/> Planned Unit Development |
| | <input type="checkbox"/> Subdivision |

Existing Zoning of Property: "SB" - Suburban Business District

Reason for Request(s):

See Schedule I attached hereto

Intended Use(s):

Use and occupancy as a branch bank, with four (4) drive-through teller lanes, as per existing and previous use of property

Permanent Index Number (PIN) (List all PINs relevant to the request)

06-03-101-075

Legal Description: Attach legal description to this application and represent that they are the (owner) (contract purchaser) (lessee) of the following described real estate-to-wit.

Physical Location of the Property (attach separate sheets if more space is required)

985 East Grand Avenue, located at the Northwest corner of East Grand Avenue (IL Route 132) and Deep Lake Road

Assessed Valuation for the last three tax years:

YEAR	ASSESSED VALUATION
2024	\$277,416.00
2023	\$272,346.00
2022	\$267,111.00

Notes to Applicant / Petitioner:

- Application requirements may be waived by the Village of Lake Villa depending on the scope of the request.
- All Planned Unit Developments (PUDs) are a Conditional Use.



APPLICATION FOR ZONING REQUEST(S)

This application is required for these requests:
Zoning Change, Variation, Conditional Use Permit, Planned Unit Development and/or Subdivision

REQUIRED APPLICATION MATERIALS

- Zoning Change (Map Amendment): Complete sections 1 - 2
- Zoning Variation: Complete sections 1 - 2
- Conditional Use Permit: Complete sections 1 - 4
- Planned Unit Development (PUD): Complete sections 1 - 5
- Land Subdivision: Complete Sections 1 - 3 and 6

Section 1: Requirements for all Applications:

	Required	Submitted
Current evidence of title to property, purchase contract or lease agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Letter of Concurrence from present property owners if different from petitioner(s). Letter from owner must show owner's name, address and present phone number.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Plat of Survey with square footage of property, all existing buildings and structures shown and specifically located.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Photographs of the area for which the change is requested.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Site Plan of subject property, scaled and dimensioned, illustrating proposed changes and all property and improvements within 300 feet of subject property (include north arrow and scale)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate which portion, if any of subject property is flood plain or wetland - attach documentation	<input type="checkbox"/>	<input type="checkbox"/>

VILLAGE OF LAKE VILLA - APPLICATION FOR ZONING REQUEST(S)

Section 2: RELIEF FROM ZONING CODE if applicable) (Section 10-3C-1)

In Conjunction with an application for a Zoning Change, Zoning Variation or Planned Unit Development (PUD)

Provide the current and proposed requirements for all requested zoning relief. These may include requests for relief from use, lot area, yard, bulk or other exceptions. Indicate the requested relief and list the current zoning requirement and the proposed zoning requirement.

Table 3: Zoning Regulations	Current Zoning Requirement	Proposed Zoning Requirement	Variance or Relief Requested	
Use				
Lot Size Minimum Area				
Lot Size Minimum Width				
Minimum Front Yard Setback				
Minimum Rear Yard Setback				
Total Side Yard Minimum Setback				
Minimum Setback Abutting a Street				
Minimum Setback Abutting a Residential or AG Zone				
Maximum Lot Coverage				
Maximum Floor Area Ratio				
Maximum Height of Principal Use				
Maximum Height of Accessory Use				

VILLAGE OF LAKE VILLA - APPLICATION FOR ZONING REQUEST(S)

Section 3: RELIEF FROM RESIDENTIAL DISTRICT STANDARDS (Section 10-3C-4 and 10-3C-5)
Residential District Standards for Prior Zones (R1, R2, SR1, SR2, SR3, SR4) (if applicable)

Table 4: Residential District Standards for Prior Zones	Current Zoning Requirement	Proposed Zoning Requirement	Exceptions Requested	
Maximum Open Space Ratio*				
Maximum Gross Density				
Maximum Net Density				
Minimum Site Area (Sq Ft)				
Maximum Floor Area Ratio				
Maximum Impervious Surface Ratio				

*OPEN SPACE: Land which is required by this title to remain as undeveloped and used for recreation, resource protection, or amenity purposes. Open space lands shall be freely accessible to all residents of the development. Open space land shall not be occupied by nonrecreational buildings, roads, road rights of way, or parking areas for nonrecreational uses. Land located within the yards or lots of residential and/or nonresidential properties is not considered open space.

*OPEN SPACE RATIO (OSR): The proportion of a site consisting of open space calculated using the base site area.

VILLAGE OF LAKE VILLA - APPLICATION FOR ZONING REQUEST(S)

Section 4: **CONDITIONAL USE PERMIT REQUIREMENTS**

§ 10-4-4

	Table 1: Conditional Use Permit Submission Requirements	Required	Submitted
A	<p>Site Plan of the proposed site and of the surrounding area within three hundred feet (300') of the site.</p> <p><i>Show the location of and name of all streets, easements, and railroad or utility rights-of-way; the location of any subdivided lands; and the location of any parks, other public open spaces or uses, residences, or other permanent structures.</i></p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B	A drawing showing the proposed development of the site (site plan).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C	Narrative description of how the project conforms to the General Requirements in 10-4-4.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VILLAGE OF LAKE VILLA - APPLICATION FOR ZONING REQUEST(S)

Section 5: PLANNED UNIT DEVELOPMENT

Preliminary Plan Submission Requirements (§10-9-1.8)

Notes to Applicant / Petitioner: The initial public hearing for a Planned Unit Development will not be scheduled until all requirements have been satisfactorily completed as determined by the Village Administrator.

Table 2: Preliminary PUD Plan Submission Requirements		Required	Submitted
A	A written letter of intent from the applicant describing the applicant's intention for developing the site.	<input type="checkbox"/>	<input type="checkbox"/>
B	A topographic survey.	<input type="checkbox"/>	<input type="checkbox"/>
C	A location map.	<input type="checkbox"/>	<input type="checkbox"/>
D	General site information. Data regarding site conditions, land characteristics, general land use, zoning, available community facilities and utilities, existing covenants, and other related general information about land uses within one-fourth (1/4) mile of the proposed site perimeter.	<input type="checkbox"/>	<input type="checkbox"/>
E	Conceptual plan. A scaled drawing of the site, in simple sketch form, showing the proposed location and extent of the land uses, major streets, lots, and other features as they are related to the site. Drawings should be shown to scale and dimensioned for key features.	<input type="checkbox"/>	<input type="checkbox"/>
F	Conceptual structures. Sketches depicting the general architecture and massing of buildings and structures on the site, and information depicting the architecture and massing of buildings and structures adjacent to the site. Include the scale and measurements of buildings, setbacks, natural features, and right of way.	<input type="checkbox"/>	<input type="checkbox"/>
G	Legal description. A plat of survey and legal description (within 5 years) of the site proposed for development prepared by a land surveyor licensed by the state of Illinois.	<input type="checkbox"/>	<input type="checkbox"/>
H	Tentative plans for water supply, sewage disposal, surface drainage, open space, and other public facilities and improvements.	<input type="checkbox"/>	<input type="checkbox"/>
I	Fiscal impact study comparing the projected tax revenue generated by the project and the added costs for public services	<input type="checkbox"/>	<input type="checkbox"/>
J	School impact study indicating the number of new students generated by the project. This information will be used in the fiscal impact study.	<input type="checkbox"/>	<input type="checkbox"/>
K	Traffic impact study indicating the daily and peak traffic generation by the project.	<input type="checkbox"/>	<input type="checkbox"/>
L	Market study to evaluate the economic feasibility of the proposed development, including market acceptance of the proposed development products, comparative alignment and market absorption. The market study shall be prepared by a qualified, independent market research firm.	<input type="checkbox"/>	<input type="checkbox"/>

VILLAGE OF LAKE VILLA - APPLICATION FOR ZONING REQUEST(S)

	Table 2: Preliminary PUD Plan Submission Requirements	Required	Submitted
M	A construction activities plan	<input type="checkbox"/>	<input type="checkbox"/>
N	Financial information including a copy of lender's commitment; MAI appraisals on the existing site and after development completion, certificate of no delinquent taxes; and financial pro forma.	<input type="checkbox"/>	<input type="checkbox"/>
O	Proposed covenants to govern the use and maintenance of the development	<input type="checkbox"/>	<input type="checkbox"/>
P	A narrative description of the planned development describing: the intent and desired effect of the development; the manner in which the development has been planned to take advantage of the flexibility of the planned development regulations; the superior benefits that would accrue to the residents/users of the development; all relief sought from the standard application of district requirements in conjunction with project.	<input type="checkbox"/>	<input type="checkbox"/>
Q	Proof of ownership and evidence of unified control.	<input type="checkbox"/>	<input type="checkbox"/>
R	A development schedule indicating:	<input type="checkbox"/>	<input type="checkbox"/>
S	Submission and approval of all applicable plans and materials required in the village's watershed development regulations and tree preservation regulations.	<input type="checkbox"/>	<input type="checkbox"/>
T	A description of the materials to be used in the construction of buildings and structures.	<input type="checkbox"/>	<input type="checkbox"/>

VILLAGE OF LAKE VILLA - APPLICATION FOR ZONING REQUEST(S)

Section 6: PLAT OF SUBDIVISION

Subdivision Submission Requirements (§ 11-2-2) (if applicable)

Notes to Applicant / Petitioner: The initial public hearing for a Preliminary Plat of Subdivision will not be scheduled until all requirements have been satisfactorily completed as determined by the Village Administrator.

Table 5: Subdivision Submission Requirements		Required	Submitted
Stage 1: Concept Plan			
	<p>Concept Plan, submitted by the developer to the plan commission at a conference, is intended to familiarize the developer with requirements; eliminate, wherever possible, major revisions of the preliminary plat; and classify the subdivision as "major" or "minor".</p> <p>If the plan commission determines it appropriate, the concept plan shall also be reviewed and approved by the village planner. Those classified as "minor subdivisions" may proceed directly to the third or final plat stage.</p> <p>Concept Plan shall show:</p>	<input type="checkbox"/>	<input type="checkbox"/>
1	Boundaries of the property to be subdivided;	<input type="checkbox"/>	<input type="checkbox"/>
2	Land characteristics such as natural drainage, swamp areas, wooded areas, and ridges;	<input type="checkbox"/>	<input type="checkbox"/>
3	Development characteristics such as surrounding streets, existing structures and available utilities;	<input type="checkbox"/>	<input type="checkbox"/>
4	Proposed layout of streets, blocks and lots	<input type="checkbox"/>	<input type="checkbox"/>
5	Proposed location of business, park and other nonresidential areas;	<input type="checkbox"/>	<input type="checkbox"/>
6	Existing easements and covenants affecting the property.	<input type="checkbox"/>	<input type="checkbox"/>
	Location Sketch , shall show the relationship of the proposed subdivision to traffic arteries, public transportation, municipal utilities, schools and churches.	<input type="checkbox"/>	<input type="checkbox"/>

VILLAGE OF LAKE VILLA - APPLICATION FOR ZONING REQUEST(S)

Stage 2: Preliminary Plat or Plan			
	Preliminary Plat or Plan , shall show the lot and street configuration, as well as the proposed landscape improvements, and shall conform with the agreements reached in the concept plan conference.	<input type="checkbox"/>	<input type="checkbox"/>
	Copies of the plat or plan , and all other supporting documents, shall be submitted in ten (10) copies, and shall be drawn at a scale of one inch to one hundred feet (1" = 100'), unless a different scale is approved at the concept plan conference.	<input type="checkbox"/> Copies Req:	<input type="checkbox"/> Copies Provided:
	Title And Certificate	<input type="checkbox"/>	<input type="checkbox"/>
	Description of Existing Conditions:		
1	Boundary Lines	<input type="checkbox"/>	<input type="checkbox"/>
2	Easements	<input type="checkbox"/>	<input type="checkbox"/>
3	Streets	<input type="checkbox"/>	<input type="checkbox"/>
4	Utilities	<input type="checkbox"/>	<input type="checkbox"/>
5	Elevations	<input type="checkbox"/>	<input type="checkbox"/>
6	Physical Conditions: The water elevation at the date of survey of adjoining lakes, watercourses, marshes and bogs, and areas subject to inundation, and a graphic representation and notation of the high-water marks of such; wooded areas and isolated preservable trees one foot (1') or more in diameter.	<input type="checkbox"/>	<input type="checkbox"/>
7	Manmade Features: Houses, barns, and other structures; other constructed features.	<input type="checkbox"/>	<input type="checkbox"/>
8	Conditions On Adjacent Land: All of the requirements of plat preparation shall apply equally to the site being subdivided and to all land within three hundred feet (300') of its boundaries	<input type="checkbox"/>	<input type="checkbox"/>
9	Location Map: A drawing, one thousand feet (1,000') to five thousand feet (5,000') per inch showing the location of the subdivision, and indicating its relationship to traffic arteries, community facilities, railroads, and other nonresidential land uses or adverse influence within a radius of two (2) miles.	<input type="checkbox"/>	<input type="checkbox"/>
10	Proposed Public Improvements: Highways or other major improvements planned by public authorities for future construction on or near the tract	<input type="checkbox"/>	<input type="checkbox"/>
11	Subsurface Conditions: Depth of groundwater unless test pits are dry at a depth of eight feet (8'); location and results of any tests made to ascertain subsurface soil and rock conditions.	<input type="checkbox"/>	<input type="checkbox"/>

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12	Percolation Tests: Percolation tests data shall be submitted for all subdivisions to be served by individual sewage disposal systems.	<input type="checkbox"/>	<input type="checkbox"/>
13	Application Form: Preliminary plan application form.	<input type="checkbox"/>	<input type="checkbox"/>
14	Site Capacity Calculations: Site capacity calculations.	<input type="checkbox"/>	<input type="checkbox"/>
15	Natural Resources: Lake County natural resources opinion.	<input type="checkbox"/>	<input type="checkbox"/>
16	Endangered Species Report: Illinois Department of Natural Resources, Endangered Species Report (if required by another agency).	<input type="checkbox"/>	<input type="checkbox"/>
17	Archaeological Survey: Archaeological survey (if required by other agency).	<input type="checkbox"/>	<input type="checkbox"/>
18	Phase One Environmental Audit: Phase one environmental audit (if required or otherwise available).	<input type="checkbox"/>	<input type="checkbox"/>
19	Wetland Reports: All correspondence or reports relating to wetlands, such as U.S. Army Corps of Engineers and IDOT Division of Water Resources.	<input type="checkbox"/>	<input type="checkbox"/>
20	Traffic Management Studies: All correspondence and reports relating to traffic management such as traffic studies, or correspondence to or from IDOT or Lake County Division of Transportation.	<input type="checkbox"/>	<input type="checkbox"/>
21	Stormwater Detention Calculations: Stormwater detention calculations.	<input type="checkbox"/>	<input type="checkbox"/>
22	Percolation Tests: Percolation tests if on site sewage disposal systems are to be utilized.	<input type="checkbox"/>	<input type="checkbox"/>
23	Preliminary Plat or Plan Requirements: Preliminary plats or plans shall include the following: (A) Preliminary plat or plan. (B) Preliminary utility plan. (C) Existing natural resource plan. (D) Natural resources protection plan. (E) Preliminary landscaping plan.	<input type="checkbox"/>	<input type="checkbox"/>
24	Water Study Report: Water study report demonstrating adequate water supply.	<input type="checkbox"/>	<input type="checkbox"/>
25	Sanitary Sewer Capacity Report demonstrating adequate capacity for both transportation and treatment of sewage.		
26	Fiscal Impact Study: Fiscal impact study, if required by the plan commission.	<input type="checkbox"/>	<input type="checkbox"/>
Proposals of The Subdivision:			
1	Name Of Subdivision: The subdivision name shall be original and not duplicate, or be substantially similar to, any existing Lake County subdivision.	<input type="checkbox"/>	<input type="checkbox"/>
2	Streets: Unduplicated names, right of way and roadway widths, similar data for alleys, if any.	<input type="checkbox"/>	<input type="checkbox"/>
3	Easements: Location, width and purpose.	<input type="checkbox"/>	<input type="checkbox"/>
4	Lot Lines: Location and dimensions.	<input type="checkbox"/>	<input type="checkbox"/>

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5	Sites: Location and use of any site to be used for other than single-family residential.	<input type="checkbox"/>	<input type="checkbox"/>
6	Setback: Minimum building setback lines.	<input type="checkbox"/>	<input type="checkbox"/>
7	Site Data: A tabulation of gross area, street area, other dedicated area, net subdivided area, number of lots and linear feet of street.	<input type="checkbox"/>	<input type="checkbox"/>
8	Elevations: Proposed contours of the finished subdivision, where different from existing contours, in the same detail used for existing elevations.	<input type="checkbox"/>	<input type="checkbox"/>
9	Engineering Plans and Drawings: (1) Engineer: Whenever improvements covered by this subsection are required in the development of a subdivision, an engineer shall prepare all plans and specifications.	<input type="checkbox"/>	<input type="checkbox"/>
10	Utilities: Where the preliminary plat contains Village and/or utility easements, the plat shall be approved by an authorized employee of the Village or of the relevant utility companies attesting to the suitability of said easements for the purpose shown.	<input type="checkbox"/>	<input type="checkbox"/>
11	Review Agencies: Immediately upon the filing of a preliminary plat or plan, the plat officer shall forward one copy to each of the following: (1) Village zoning officer. (2) Village engineer. (3) Health officer (where applicable). (4) Village planner.	<input type="checkbox"/>	<input type="checkbox"/>

LEGAL DESCRIPTION

Applicant is the contract purchaser of the following described real estate-to-wit:

PARCEL 1:

LOT 1 IN GRIDLEY PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF GOVERNMENT LOT 2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 2000 AS DOCUMENT NUMBER 4609363, AND AS CORRECTED BY INSTRUMENT RECORDED NOVEMBER 16, 2000 AS DOCUMENT NUMBER 4609372, AND AS CORRECTED BY INSTRUMENT RECORDED MAY 6, 2002 AS DOCUMENT NUMBER 4918609, IN LAKE COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 32 MINUTES 07 SECONDS WEST, 212.49 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 55 MINUTES 27 SECONDS WEST, 30 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 07 SECONDS EAST, 212.43 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST, 30 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES FOR THE BENEFIT OF PARCEL 1 OVER SANCTUARY DRIVE (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN PARCEL 1), AS DEPICTED ON THE PLAT OF GRIDLEY PLANNED UNIT DEVELOPMENT RECORDED AS DOCUMENT NUMBER 4609363, AND AS CREATED BY THE INSTRUMENT RECORDED NOVEMBER 16, 2000 AS DOCUMENT NUMBER 4609375, IN LAKE COUNTY, ILLINOIS.

NARRATIVE TO PETITION FOR CONDITIONAL USE PERMIT

985 EAST GRAND AVENUE, LAKE VILLA, ILLINOIS

A. Historical Background and Necessity of Conditional Use Permit

Applicant First American Bank is the contract purchaser of the improved property located at 985 East Grand Avenue, Lake Villa, Illinois 60046 (the "Property"). The Property is zoned "SB" for Suburban Business District. The Property is currently owned by Matthew and Michelle Kaufman.

The Property was improved in 2005-2006 by BMO Harris Bank and currently is vacant. The Property was operated for approximately 19 years by BMO Harris Bank as a branch bank with a drive up, consisting of four drive-through teller lanes. This application for a conditional use permit ("CUP") does not involve any additions, modifications or alterations to the exterior or structure of the drive-up facility. Any renovations that will be done post-acquisition will be to the interior of the building.

A review of the Village's records reflects that BMO Harris Bank submitted an application for a Site Plan permit to operate the bank and drive up banking facility (see Group Exhibit 3 BMO Harris Bank renderings which reflect a drive up as well as signage submitted that designated drive up tellers. (see group Exhibit 4 Harris Bank sign renderings). Based on the Village's records, on February 5, 2004 Harris Bank appeared before the Village of Lake Villa's Plan Commission for approval of a Site Plan for the Harris Bank facility which included a drive up. The Plan Commission approved the Site Plan (see minutes attached as Exhibit 1 to this Narrative). Thereafter, based on the Village's records, the matter was then heard on March 24, 2004 by Lake Villa's Village Board (see Minutes attached as Exhibit 2 to this Narrative). The Village Board then voted to approve the Site Plan (see Exhibit 2, page 2). The Site Plan passed architectural review, Plan Commission approval and Village Board approval, however it appears that no Ordinance relative to same per the Village records was enacted. The drive up banking facility was built in accordance with the approved site plan, was in existence and continuously used and operated by Harris Bank for approximately 19 years. BMO Harris Bank closed the Lake Villa branch in December, 2023, and the building has been vacant since that time. First American Bank intends to use and operate the drive-up banking facility in the same manner and for the same purpose as it was used by BMO Harris Bank.

The Harris Bank with a drive up banking facility was built sometime between 2005-2006. Lake County Illinois historical aerial photographs of the subject property from 2005 depict the Harris parcel as vacant and in 2006 reflect the bank with drive up on the site. Based on the Lake County historical aerial photographs, Applicant believes that the BMO Harris Bank drive up facility has been in existence and continuous use for at least 19 years (see Lake County historical aerial photographs, Exhibit 5a, b, c).

B. Description of Conditional Use Requested

Applicant First American Bank requests that the Conditional Use Permit be granted and to the extent needed that the Site Plan previously approved be included in the Ordinance necessitated by the Village Municipal Code. Applicant further requests that this Application be processed and expedited.

The site conditions which began with the occupancy and use of the Harris Bank building and drive up banking facility are over 19 years old. The Conditional Use Permit will update the Village records to reflect current conditions and will be consistent with the Village's Comprehensive Plan for the area. The Property will continue to be used as a Bank with drive up banking facility. All exterior structures are already built. The proposed continuation of the former use does not involve any improvements or modifications to the exterior structure, other than alterations to landscaping and signage to change from BMO Harris Bank to First American Bank, and no changes to the site plan or traffic flow.

C. Approval Criteria for Conditional Use Permit

1. The proposed conditional use permit is, in fact, a conditional use listed and authorized in the zoning district regulations within which the property is located.

The use of the Property for a bank is a use permitted as of right under the Village of Lake Villa zoning code. Drive up sales, rental or service is a use available as a conditional use, so long as the drive up facility does not adversely affect vehicular or pedestrian movement. (Lake Villa Municipal Code Section 10-3B-2H-Table; 10-4-4B-11).

2. The proposed conditional use permit is consistent with the objectives of the Village's comprehensive plan and this chapter.

The Bank with drive up banking facility is consistent with the existing use and will not affect the adjacent properties which are all fully developed.

3. The proposed conditional use permit is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.

The original Harris Bank use and proposed First American Bank use on the Property was and is compatible with the surrounding commercial uses and provided convenience to the community as a whole. The continued and future use by First American Bank will likewise be compatible. No changes are planned to the exterior appearance of the building, other changes to existing signage to accommodate First American Bank's name, style and logo.

4. The proposed conditional use permit will not significantly diminish the safety, use and enjoyment of surrounding property.

Applicant is not proposing any changes to the previously approved Harris Bank drive up banking facility. The commercial nature of the Property as a banking facility will remain unchanged if the conditional use permit is granted. Applicant will comply with Village building code requirements and will comply with all Village design requirements. The conditional use permit if granted will allow the Applicant to continue the use of the drive up banking facility which has been in existence and use for approximately 19 years and will not diminish the safety, use, nor adversely affect the neighboring properties.

5. The proposed conditional use permit is adequately served by essential public facilities and services such as streets, police and fire service, drainage, refuse disposal, water and sewer, and schools, or the persons or agencies responsible for the establishment of the proposed conditional use permit shall provide adequately any such services.

The conditional use permit if granted will not increase the need for public facilities and services such as streets, police and fire service, drainage, refuse disposal, water and sewer, and schools, as the drive up banking facility has been in existence for approximately 19 years and no new public improvements are anticipated. Further, as Harris Bank was a predecessor owner who built the drive up banking facility, per Village records, and dedicated land for the adjacent street (see Lake Villa Ordinance 2007-07-02) no further streets are anticipated. Further the continued use of the drive up banking facility will not involve any public expense.

6. The proposed conditional use permit does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic welfare of the community.

The existing conditions adequately provide for the maintenance and use of the Property without additional requirements of public expense.

7. The proposed conditional use permit does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

The Applicant has considered the natural environment surrounding the Property. The proposed use and operation of drive up banking facility on the subject Property will not impose adverse effects on the natural environment and does not involve detrimental uses, activities processes, materials, equipment and conditions.

8. The proposed conditional use permit provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares.

The drive up banking facility used and operated by BMO Harris Bank allowed continuous vehicular access to the property for 19 years. The previous vehicular access did not create any interference with traffic on surrounding public thoroughfares. The proposed conditional use

permit will not change the historical traffic flow, vehicular directional movement on the site, or ingress and egress between the property and adjacent streets (Sanctuary Drive and Red Oak Lane (Deep Lake Road)). There will be no interference with traffic or surrounding public thoroughfares.

9. The proposed conditional use permit does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

Applicant is not proposing any changes to the drive up banking facility. Therefore, there would be no destruction, loss, or damage of a natural, scenic, or historical feature of major importance.

10. The proposed conditional use permit complies with all additional regulations in this chapter specific to the conditional use permit requested.

As set forth in Applicant's exhibits, the proposed use for a drive up banking facility will conform to the Lake Villa Zoning Code. Further, the Applicant has been informed by Village of Lake Villa Staff that the existing structure has no open building code violation on file, nor any open fire code violations on file.

D. Additional standards given consideration:

1. The existing uses and zoning of nearby property.

The existing use (prior to BMO Harris Bank having vacating the property in December, 2023) was that of a bank with drive thru service. The property to the North, South and West is zoned "CB" Community Business District, and the property to the east is not located within the municipal boundaries of the Village of Lake Villa.

2. The extent to which property values are diminished by the particular zoning restrictions.

Those parcels which are not tax exempt reflect a market value which over the years has increased with the bank drive up facility at 985 East Grand Avenue (the subject Property) operating in that locale. For example:

i. In 2021, per the Lake County Assessors Office, the Market value of 875 East Grand Avenue, Lake Villa post-covid 2021 to 2024 increased in value from \$431,215 to \$458,011. (see attached Group Exhibit 6, page 1);

ii. In 2021, per the Lake County Assessors Office, the Market value of 855 East Grand Avenue, Lake Villa, post-covid 2021 to 2024 increased in value from \$1,611,635 to \$1,620,039 (see attached Group Exhibit 6, page 2);

iii. In 2021, per the Lake County Assessors Office, the Market value of 0 Sanctuary Dr, Lake Villa, post-covid 2021 to 2024 increased in value from \$12,293,627 to \$12,890,417 (see attached Group Exhibit 6, page 3);

iv. In 2021, per the Lake County Assessors Office, the Market value of 980 East Grand Avenue, Lake Villa, post-covid 2021 to 2024 increased in value from \$580,000 to \$616,036 (see attached Group Exhibit 6, page 4);

v. In 2021, per the Lake County Assessors Office, the Market value of 0 East Grand Avenue, Lake Villa, post-covid 2021 to 2024 increased in value from \$300,000 to \$318,644 (see attached Group Exhibit 6, page 5);

vi. In 2021, per the Lake County Assessors Office, the Market value of 850 East Grand Avenue, Lake Villa, post-covid 2021 to 2024 increased in value from \$630,189 to \$669,346 (see attached Group Exhibit 6, page 6);

vii. In 2021, per the Lake County Assessors Office, the Market value of 803 East Grand Avenue, Lake Villa, post-covid 2021 to 2024 increased in value from \$662,131 to \$740,285 (see attached Group Exhibit 6, page 7);

3. The extent to which limitation or destruction of property values of the petitioner promotes the general health, safety, and welfare.

The limitation or destruction of the Property's value by denial of the conditional use permit, after 19 years of continuous use as a drive up banking facility, would not promote the community's general health, safety and welfare.

4. The relative gain to the public as compared to the hardship imposed upon petitioner.

Approving the Conditional Use Permit would impose no discernable negative impact on adjacent and abutting property owners or the neighboring community. If the Conditional Use Permit is granted, Applicant can proceed to purchase the Property and operate the Property as a branch banking facility. Applicant believes the First American Bank branch at the Property will be a gain to the public and benefit the Community. Conversely, denial of the Conditional Use Permit will result in the Property remaining vacant which would be a loss to the public and detrimental to the Lake Villa community.

5. The suitability of the particular property for the purpose for which it is now zoned.

The Property is suitable for use with a drive up banking facility, as demonstrated by the Village and public records that the Property has been continuously used for this purpose for a period of at least 19 years.

6. The length of time that the property has been vacant as zoned considered in the context of land developed in the area in which the property is located.

BMO Harris Bank vacated the Property in December, 2023. Prior to that time, per the Village records, the Property was continuously operated since its construction in 2006 with a drive up banking facility. This use continues to be suitable for the Property when considered in the context of land developed in the area where the Property is located.

7. The care with which the community has undertaken to plan its land use development.

The Village gave great care in the detailed review process (by the Village's Plan Commission and Village Board) when the Harris Bank and drive up banking facility was originally developed and constructed in 2006. The necessity for this application for a conditional use permit is driven in part as a procedural matter, since it appears from the Village's records that the Ordinance which is the formal approval of the Village Board's actions in 2004 as reflected in the Board's minutes, was not prepared or approved (even though all processes and approvals precedent to such Village Board approval were taken at that time).

8. The evidence or lack of evidence of community need for the use proposed by the property owner.

There is a need for this conditional use as First American Bank has customers in the area and community and this branch will be of a benefit to them.

E. Limitation on Conditional Uses

A conditional use permit authorizes the establishment and operation of the conditional use only on the property represented in the Application therefore and is not transferable to other properties. As the banking business sometimes is fluid, the Applicant respectfully requests that the conditional use permit if granted reflect that it is for the benefit of First American Bank its successors and assigns, so long as there are no additions, modifications or alterations to the exterior or structure of the drive-up facility or to the traffic flow, vehicular directional movement on the site, or ingress and egress between the property and adjacent streets.



2 S. WHITNEY ST., GRAYSLAKE, IL 60030
(847) 223-1500, FAX (847) 223-1700
WWW.GRAYSLAKELAW.COM

March 21, 2025

Via Email and US Mail

Jacob Litz
Assistant to the Village Administrator
Village of Lake Villa
65 Cedar Avenue, P.O.Box 519
Lake Villa, IL 60046
jlitz@lake-villa.org

Re: Sign plan and landscaping plan for First American Bank

Dear Mr. Litz,

In anticipation of the April 3, 2025 Plan Commission / Zoning Board of Appeals meeting scheduled for 7pm on that date, as requested, we enclose two items:

The first is the proposed sign plan for the Bank, and the second is the rough landscaping plan. We understand that although these items are not required for the Plan Commission / Zoning Board of Appeals process, having these will be of assistance to the Board Members in the PC/ZBA process.

Please note that the proposed sign is digital which is permitted under section 10-6D-5 of the Village Code. We further understand that the digital sign will comply with section 10-6D-3D of the Code. Finally, we understand that the sign is under the jurisdiction of the Lake Villa Building Department.

If there is anything further that the Village needs for the April 3, 2025 meeting, please reach out to me so that the same may be provided.

Finally, has a PC/ZBA case number been assigned? Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'James Babowice'. The signature is stylized and somewhat abstract, with a long horizontal line extending to the right.

James Babowice
Enclosure.

FOUNDED IN 1903
R.W. CHURCHILL (1875-1963)
GEORGE O. CHURCHILL (1914-1985)

ROBERT W. CHURCHILL
MARK VAN DONSELAAR
JOHN L. QUINN
AMBER L. DESSELLES
MARY LEE BERRESHEIM
JAMES J. BABOWICE
SUSAN M. BRADLEY
NICOLE L. O'CONNOR

RETIRED:
JOHN W. QUINN

Matthew E. Kaufman
Michelle E. Kaufman
3800 Vanalden Avenue
Tarzana, CA 91356

LETTER OF CONCURRENCE/ AUTHORIZATION

February 21, 2025

Lake Villa Village Hall
Village Administrator
65 Cedar Avenue
Lake Villa, IL 60046

**Re: First American Bank
985 E. Grand Avenue, Village of Lake Villa, Lake County, Illinois 60046
Conditional Use Permit Application**

To Whom it May Concern:

The undersigned are the owners (“**Owners**”) of the property located at 985 E. Grand Avenue, Village of Lake Villa, Illinois 60046 (the “**Property**”). The Property is improved with 1-story 3,993 sq. ft. brick building with a four drive-through teller lanes, formerly operated by BMO Bank N.A. as a branch bank.

This letter is to authorize First American Bank and its legal counsel and representatives to submit a Conditional Use Permit (“**CUP**”) Application to the Village of Lake Villa (“**Village**”) for the above referenced property, to seek approvals from the Village on behalf of Owners with respect to zoning matters pertaining to the Property and to take all other necessary action to obtain a CUP for the Property. In connection with the CUP Application, Owners authorize First American Bank to (i) utilize and re-submit any documentation and information previously submitted to the Village with respect to the site plan and drive-through teller lanes, and (ii) obtain from Owners and/or the Property, utilize and submit to the Village the existing construction drawings, plans and specifications for the improvements on the Property. Owners concur in the CUP Application submitted by the First American Bank. This letter shall also authorize the Village to post signs and notices on the Property relating to the CUP, to satisfy requirements of the Village’s ordinances.

Please contact the undersigned Owners if you have any questions. Owners can be reached at matt@valleytechcenter.com. Telephone: (310) 439-8441



Matthew E. Kaufman



Michelle E. Kaufman

cc: John E. Olsen
First American Bank
1650 Louis Avenue
Elk Grove Village, Illinois 60007
Telephone: 847-586-2254
Email: Jolsen@firstambank.com

James Babowice, Esq.
Churchill, Quinn, Hamilton & Van Donselaar, Ltd.
Two South Whitney
Grayslake, Illinois 60030
Telephone: 847-223-1500
Email: jbabowice@grayslakelaw.com

REAL PROPERTY PURCHASE AGREEMENT

THIS REAL PROPERTY PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date (as defined in Section 19 herein) by and between **MATTHEW A. KAUFMAN and MICHELLE E. KAUFMAN**, husband and wife (collectively, "**Seller**"), and **FIRST AMERICAN BANK**, an Illinois banking corporation ("**Buyer**"), with reference to the following facts:

A. Seller is the owner of that certain real property consisting of approximately 0.932 acres of land located at 985 E. Grand Avenue, Village of Lake Villa ("**City**"), Lake County, Illinois, depicted as the area shown on Exhibit A and incorporated herein and legally described on Exhibit B attached hereto and incorporated herein ("**Land**"), together with (i) all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances that belong or appertain to the Land and are owned by Seller, including, without limitation, rights to all minerals, oil, gas and other hydrocarbon substances on and under the Land, as well as all development rights, air rights, water, water rights and water stock, if any, that pertain to the Land (collectively, "**Appurtenances**"), (ii) all improvements and fixtures located on the Land, including the approximately 4,028 sq. ft. building with a four-lane drive-thru located on the Land (collectively with the building, the "**Improvements**"), and (iii) all intangible property owned by Seller that pertains to the Land or to the use thereof, if any, including, without limitation, all warranties, guaranties, permits, entitlements, authorizations, approvals, licenses and agreements, if any (collectively, "**Intangible Property**"). The Land, Improvements, and Appurtenances are herein collectively referred to as the "**Real Property**". The Land, Appurtenances, Improvements and Intangible Property are hereinafter collectively referred to as the "**Property**."

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, Seller and Buyer agree as follows:

1. Purchase Price. Subject to the terms and conditions set forth in this Agreement, Seller shall sell and transfer the Property to Buyer and Buyer shall purchase the Property from Seller and pay to Seller a purchase price of [REDACTED] (the "**Purchase Price**") in cash, plus or minus all prorations and/or credits provided for in Section 8 herein, by wire transfer of immediately available federal funds.

2. Deposit.

(a) Within three (3) Business Days of mutual execution of this Agreement, Buyer shall deliver an earnest money deposit of [REDACTED] (the "**Deposit**") into escrow ("**Escrow**") with First American Title Insurance Company, National Commercial Services, at its office located at 200 West Madison Street, Suite 800, Chicago, IL 60606 ("**Title Company**"). Buyer shall have the right to direct the Title Company to invest the Deposit while held in Escrow. All interest on the Deposit shall accrue to the benefit of the Buyer. The Deposit shall be credited against the Purchase Price at Closing. The Deposit shall be held, invested, disbursed and/or disposed of in accordance with the provisions of a strict joint order escrow agreement executed by and among the Title Company, acting as escrow agent, Buyer and Seller or their respective legal counsel ("**Escrow Agreement**"). The terms and provisions of the Escrow Agreement shall be consistent with the terms and provisions of this Agreement. "**Business Days**" shall mean each Monday through Friday, excluding United States and State holidays, and "**Business Day**" shall mean any one of the days otherwise comprising Business Days.

(b) If Buyer elects to terminate this Agreement on or before the expiration of the Inspection Period pursuant to Section 4(d) below, the Title Company acting as escrow agent shall immediately refund to Buyer the Deposit and all interest earned thereon, and Seller agrees to direct the Title Company consistent with the foregoing, and this Agreement shall terminate and neither Seller nor Buyer shall have any further rights, obligations or liabilities hereunder, except for (i) Seller's obligation to direct the Title Company to refund the Deposit to Buyer,

and (ii) the specific obligations, covenants and other matters that, by the terms of this Agreement, expressly survive termination of this Agreement.

3. **Property Information.** To the extent not delivered to Buyer prior to the Effective Date, Seller hereby agrees, within [REDACTED] Days after the Effective Date, to deliver to Buyer all reports in Seller's possession including tests, surveys, title reports, zoning reports, environmental studies, permitted engineering drawings, "as-built" plans and specifications for the Improvements, agreements, entitlement approval and other information related to or about the Property, a copy of the certificate of occupancy for the Improvements and a complete copy of the fully-signed termination agreement of the BMO Bank N.A. lease, with only the economic terms redacted (collectively, the "**Property Information**"). In the event this Agreement is terminated, Buyer shall return to Seller all such Property Information (including all copies thereof), except for electronic copies or emailed copies which shall be retained by Buyer in accordance with Buyer's corporate document retention policies.

4. **Inspections Prior to Closing.**

(a) For a period commencing on the later of the Effective Date or Buyer's receipt of all Property Information and continuing for a period of [REDACTED] thereafter (the "**Inspection Period**"), Buyer and its representatives, engineers, consultants and contractors shall have the opportunity and right to enter upon the Property, including, without limitation, on and within the Improvements and building located on the Property, in order to inspect and examine same and perform boundary, topographic and like surveys and inspections of the Property, as well as other tests and inspections of same (including, without limitation, property condition, engineering, environmental tests, investigations, studies and examinations. Buyer shall not be permitted to undertake any physically-invasive or destructive environmental testing without first obtaining Seller's written consent thereto, which consent may not be unreasonably withheld, conditioned or delayed. All such testing and investigation of the Property shall be performed at the sole cost and expense of Buyer and without causing or allowing any liens to be claimed against the Property. Buyer shall promptly repair and restore any areas or portions of the Property disturbed or affected by Buyer's tests and inspections of the Property. Buyer's obligations under this Section 4(a) of this Agreement shall survive the expiration or earlier termination of this Agreement.

(b) Before entering the Property or any portion thereof, Buyer will cause its representatives, engineers, consultants and contractors that enter the Property to maintain the following insurance to cover such representatives, engineers, consultants and contractors: (i) commercial general liability insurance with a combined single limit for bodily injury and property damage of at least [REDACTED] each occurrence; at least [REDACTED] for personal injury liability; and at least [REDACTED] 0 general aggregate and (ii) if required by law, such insurance as will protect Buyer from claims under workers' compensation acts and other employers' liability acts, or employee benefit acts, including death to employees which may arise in connection with operations under this Agreement.

(c) Buyer shall defend, indemnify and hold harmless Seller from and against loss, cost, damage and expense (collectively, "**Losses**") which result from or arise out of Buyer's activities on the Property, provided that the foregoing agreement to indemnify and hold harmless Seller shall not apply to any Losses to the extent arising out of or related to (i) any existing condition upon or under the Property (or the mere discovery of any such existing condition), (ii) any violation of law existing with respect to the Property, or (iii) the negligence or willful misconduct of Seller or its agents. Buyer's obligations under this Section 4(c) of the Agreement shall survive the expiration or earlier termination of this Agreement.

(d) If Buyer is not satisfied in Buyer's sole and absolute discretion with the condition of the Property for any or no reason, then on or before the expiration of the Inspection Period, Buyer may, at its option, terminate this Agreement by giving written notice of such termination to Seller. If Buyer so terminates this Agreement, Buyer shall be entitled to the immediate refund of the Deposit and all interest earned thereon, and Seller agrees to direct the Title Company consistent with the foregoing. After Buyer receives the Deposit, this Agreement shall be null and void and of no further force or effect and neither of Buyer or Seller shall have any further rights, obligations or liabilities hereunder, except to the extent any of the specific provisions of this Agreement expressly provide for survival after termination of this Agreement.

5. Review of Title and Survey.

(a) Within [REDACTED] after the Effective Date, Seller shall cause the Title Company to furnish to Buyer a current commitment for the issuance of an ALTA owner's policy of title insurance in the amount of the Purchase Price ("**Commitment**") together with legible copies of all instruments of record creating exceptions to title to the Real Property. The Commitment and the documents referred to in the Commitment are collectively referred to herein as the "**Title Documents**".

(b) The Property Information includes the most recent survey of the Real Property. Buyer shall have the right to obtain an updated or a new survey of the Real Property ("**Survey**"), prepared by a licensed professional land surveyor. The cost of updating any existing survey or obtaining a new Survey will be at Buyer's sole cost and expense. If Buyer does not obtain a new Survey, Seller agrees to execute and deliver at Closing an affidavit of no change with respect to the existing survey of the Property.

(c) Buyer shall have a period of [REDACTED] after the receipt of the last of the Title Documents and the Survey (the "**Title Review Period**") to examine the Commitment and Survey and otherwise to examine title to the Property, and to notify Seller of any objectionable matters or defects ("**Buyer's Title Notice**"). If Buyer delivers a Buyer's Title Notice to Seller disapproving any of the foregoing matters, Seller shall have a period of [REDACTED] after receipt of Buyer's Title Notice to eliminate all objections and any other exceptions to title to the Property or obtain affirmative title insurance acceptable to Buyer with respect to such exceptions to title. If Seller does not elect to eliminate any disapproved title matters or obtain affirmative title insurance acceptable to Buyer with respect to such matters, then Buyer shall have the right to terminate this Agreement. If Buyer so terminates this Agreement, Buyer shall be entitled to immediately receive the Deposit and all interest earned thereon, and Seller agrees to direct the Title Company consistent with the foregoing. After Buyer receives the Deposit, this Agreement shall be null and void and of no further force or effect and neither of Buyer or Seller shall have any further rights, obligations or liabilities hereunder, except to the extent any of the specific provisions of this Agreement expressly provide for survival after such termination.

(d) Notwithstanding anything to the contrary set forth in this Section 5, Seller must satisfy and remove from title to the Real Property, at Seller's sole cost and expense, any and all (i) mortgages, deeds of trust, deed to secure debt and similar security interests, liens or encumbrances upon the Real Property, (ii) mechanics' or materialmen's liens filed against the Real Property, (iii) leases, licenses and occupancy agreements (whether written or oral), and (iv) any other lien or other monetary encumbrance that encumbers the Real Property that may be removed by the payment of a sum of money, such as liens, judgment, tax liens and the like (collectively, "**Removable Encumbrances**").

(e) If Seller elects to cure, remove or obtain title insurance with respect to any disapproved title matters, and Seller is unable to cure or obtain title insurance acceptable to Buyer with respect to any objectionable matter prior to Closing, then at Buyer's option, Buyer may either (i) take title to the Property despite the existence of such matter, (ii) apply so much of the Purchase Price as may be necessary to remove such objectionable matter (in which event, the Purchase Price shall be reduced in accordance with the amount of money expended by Buyer), or (iii) terminate this Agreement. If Buyer elects to terminate this Agreement, Buyer shall be entitled to the immediate refund of the Deposit and all interest earned thereon, and Seller agrees to direct the Title Company consistent with the foregoing. After Buyer receives the Deposit, this Agreement shall be null and void and of no further force or effect and neither of Buyer or Seller shall have any further rights, obligations or liabilities hereunder, except to the extent any of the specific provisions of this Agreement expressly provide for survival after such termination. Any title exceptions to the Property revealed by the Commitment or defects in the Property revealed by the Survey to which Buyer waives its objection or is deemed to have waived its objection as provided in this Section 5, are collectively referred to herein as "**Permitted Title Exceptions**". Removable Encumbrances shall not be Permitted Title Exceptions.

(f) If the Title Company updates or amends the Commitment to include any new exception or the Survey is updated to disclose any new matter that updates or arises following the completion of Buyer's review of title to the Real Property pursuant to Section 5(d) above (an "**Update Exception**"), then Seller shall have until 10

days after the earlier of disclosure to Seller of the Update Exception or notice by Buyer objecting to the Update Exception (the “**Update Objection Deadline**”), to cure or obtain affirmative title insurance acceptable to Buyer with respect to such Update Exception. At Buyer’s option, the Closing Date may be extended as necessary to allow time for such cure period. If Seller fails to cure or obtain affirmative title insurance acceptable to Buyer within such cure period for such Update Exception, Buyer may elect to (i) consummate the transaction contemplated by this Agreement with regard to such Update Exception, (ii) apply so much of the Purchase Price as may be necessary to remove such objectionable matter (in which event, the Purchase Price shall be reduced in accordance with the amount of money expended by Buyer) or (iii) terminate this Agreement by providing written notice thereof to Seller, in which event the Title Company shall immediately refund the Deposit to Buyer and all interest earned thereon, and Seller agrees to direct the Title Company consistent with the foregoing. After Buyer receives the Deposit, this Agreement shall be null and void and of no further force or effect and neither of Buyer or Seller shall have any further rights, obligations or liabilities hereunder, except to the extent any of the specific provisions of this Agreement expressly provide for survival after such termination.

6. Closing.

(a) The consummation of the purchase and sale of the Property contemplated under this Agreement (“**Closing**”) shall be defined as the date on which the Seller executes and delivers the deed in the form attached hereto as **Exhibit C (“Deed”)**, conveying the Real Property to Buyer and to be recorded in the Official Records of the Lake County, Illinois (the “**Records**”) and all other conditions to the Closing as set forth in Section 9(a) and Section 9(b) of this Agreement are satisfied. Provided this Agreement is not sooner terminated, the Closing shall occur [REDACTED] after the expiration of the Inspection Period (the “**Closing Date**”), as such date may be extended (i) to allow Seller to cure any Update Objection pursuant to Section (5)(e) or (5)(f) hereof, or (ii) to allow Seller or Buyer to avail itself of the [REDACTED] cure period provided in Section 18(a) and Section 18(b). The Closing Date may be an earlier date if agreed to in writing by Seller and Buyer.

(b) The Title Company, acting as closing escrow agent, shall countersign and perform any closing escrow instructions reasonably required by Seller and Buyer to consummate the transaction provided for herein; provided, however, such escrow instructions shall not modify or be inconsistent with any of the terms and provisions of this Agreement. The parties acknowledge and agree that the Closing may be conducted remotely by the Escrow Agent and neither party shall be required to attend the Closing in person as long as the non-attending party (i) delivers to the Escrow Agent on or before the Closing Date, its signed closing documents, duly executed and acknowledged where applicable by a notary public, and (ii) is available at all times on the Closing Date to sign the settlement statement and any other documents or instruments that may be necessary to consummate the transactions contemplated by this Agreement or required by the Title Company on the Closing Date.

(c) Seller agrees to convey title to the Property to Buyer at Closing, free of any right of possession or claim to right of possession by any party (including any and all rights or claims of BMO Bank N.A.), except for the Permitted Title Exceptions.

7. Closing Costs.

(a) Seller will be responsible for: (i) Seller's attorneys' fees; (ii) any and all real estate transfer taxes, deed taxes and/or tax collection fees; (iii) all search and examination fees charged by the Title Company; (iv) the premium or charge for the issuance of the Title Policy (as defined below) and any related sales tax; (v) one-half (1/2) of all escrow fees and costs; and (v) all recording fees to record any releases or other documents to clear or remove Removable Encumbrances from title.

(b) Buyer will be responsible for: (i) Buyer's attorneys' fees, (ii) the cost of any Survey Buyer elects to obtain, (iii) all recording fees to record the Deed; (iv) one-half (1/2) of all escrow fees and (v) all costs associated with Buyer’s investigation, inspection and testing of the Property, including the cost of the appraisals, architectural, engineering, soils and environmental tests, studies and reports.

(c) Any closing costs not otherwise provided for in this Agreement shall be paid in the following priority: (i) by the applicable party as provided in any other provision of this Agreement, if any, or if any such cost is not so addressed, (ii) by the party legally responsible therefor or if no law applies, and then (iii) according to prevailing custom for commercial real estate transactions in Lake County and the State of Illinois.

8. Prorations.

(a) Seller shall be responsible for and shall promptly pay any and all utility charges and similar charges with respect to the Real Property through the day preceding the Closing Date. Additionally, Seller shall be responsible for payment of all real property ad valorem taxes, special taxes, assessments, special assessments, deposits and personal property taxes attributable to the period prior to the Closing Date, provided that real property ad valorem taxes, special taxes, assessments, deposits and personal property taxes for the tax year in which the Closing occurs shall be prorated as of the Closing on the basis of [REDACTED] of the most recently ascertainable real estate tax bill. If the Real Property is subject to any so-called "rollback" tax or other tax pursuant to which real estate taxes for prior years are due or payable, then Seller shall be obligated for the payment of such additional taxes prior to the Closing.

(b) The provisions of this Section 8 shall survive the Closing and the delivery and recordation of the Deed.

9. Conditions Precedent.

(a) Buyer's obligation to close under this Agreement is conditioned upon the following (unless Buyer waives such conditions in its sole discretion):

(i) Seller's performance of all of its obligations under this Agreement in accordance with the provisions hereof;

(ii) Seller shall have caused the termination of the BMO Bank N.A. lease to have occurred and such lease termination shall be effective, unconditional and irrevocable on or before the Closing Date;

(iii) Buyer shall have obtained a zoning and use compliance letter from the appropriate authorities, which specifically permits the continued use of the drive-thru vehicle lanes on the Property by Buyer;

(iv) The Title Company shall be irrevocably committed and ready, willing, and able to issue to Buyer of an ALTA extended form owner's policy of title insurance dated as of the Closing Date in the amount of the Purchase Price, with extended coverage over the so-called "general exceptions", insuring that good and marketable fee simple title to the Property is vested in Buyer, subject only to the Permitted Title Exceptions (the "**Title Policy**"). The Title Policy shall not contain any exception for the rights or interests of BMO Bank N.A. or of any other person or party in or to the Property;

(v) Buyer shall have obtained all regulatory approvals necessary to use and operate the Property as a bank branch;

(vi) Seller shall have delivered to escrow the documents and items required in Section 10(b) below; and

(vii) All of Seller's representations and warranties under Section 14(a) hereof shall be true and accurate as of the Closing Date.

Should any one or more of the conditions to Closing set forth in Section 9(a) above not be satisfied or waived in writing by Buyer (in its sole discretion) on or before the Closing Date, then Buyer may terminate this Agreement by giving written notice to Seller, whereupon the Title Company shall immediately refund to Buyer the Deposit and all interest earned thereon, which termination shall be in addition to exercising any other remedy

available to Buyer under Section 18(a) hereof in the event of a failure of a Closing condition due to Seller's default hereunder.

(b) Seller's obligation to close under this Agreement is conditioned upon the following (unless Seller waives such conditions in its sole discretion):

(i) Buyer's performance of all of its obligations under this Agreement in all material respects in accordance with the provisions hereof; and

(ii) Buyer shall have delivered to escrow the funds, documents and items required in Section 10(c) below; and

(iii) All of Buyer's representations and warranties under Section 15(a) hereof shall be true and accurate as of the Closing Date.

Seller's obligation to close under this Agreement is not conditioned or contingent in any way on obtaining a termination or release of BMO Bank N.A.'s rights and interests in the Property. Should any one or more of the conditions to Closing set forth in Section 9(b) above not be satisfied or waived in writing by Seller (in its sole discretion) on or before the Closing Date, then Seller may terminate this Agreement by giving written notice to Buyer, whereupon the Title Company shall immediately pay to Seller the Deposit, which termination shall be in addition to exercising any other remedy available to Seller under Section 18(b) hereof in the event of a failure of a Closing condition due to Buyer's default hereunder.

10. Conveyance of Title.

(a) The title to the Property to be conveyed by Seller to Buyer shall be good and marketable fee simple title insurable by the Title Company under the Title Policy, free and clear of all liens, encumbrances and other exceptions to title, excepting only the Permitted Title Exceptions. Seller covenants to deliver to Buyer at Closing a customary owner's affidavit reasonably acceptable to the Title Company for the issuance of the Title Policy to Buyer (the "**Owner's Affidavit**"). Seller shall also supply to Buyer or the Title Company at or prior to Closing such other documentation as may be reasonably required by Buyer or Title Company, including, without limitation, a settlement statement and a non-foreign affidavit and evidence of authority to consummate the sale, all in form and substance reasonably acceptable to Seller and Buyer.

(b) On or prior to the Closing Date, Seller shall deposit or cause to be deposited with the Title Company the following documents and instruments:

(1) The Deed, duly executed by Seller, acknowledged and in recordable form;

(2) A bill of sale, in customary form, transferring to Buyer any personal property or fixtures that could be deemed to be personal property;

(3) An executed original of the General Assignment in the form of **Exhibit D** attached hereto and incorporated herein (the "**General Assignment**");

(4) A non-foreign affidavit satisfying Federal requirements and any State requirements;

(5) A survey affidavit of no change, signed by Seller;

(6) The Owner's Affidavit signed and acknowledged by Seller; and

(7) The originals of the Property Documents, to the extent in Seller's possession.

(c) On or prior to the Closing Date, Buyer shall deposit or cause to be deposited with the Title Company funds in an amount sufficient, which after taking into consideration the Deposit and the prorations and adjustments provided for herein, to pay the balance of the Purchase Price to Seller upon the Closing.

(d) Upon the Closing, the Title Company shall promptly undertake all of the following in the manner indicated:

(1) Prorate all matters referenced in Section 8 above based upon the settlement statement delivered into Escrow signed by the parties.

(2) Cause the Deed and any other documents that the parties hereto may mutually direct, to be recorded in the Records.

(3) Disburse from funds deposited by Buyer with the Title Company towards payment of the Purchase Price and all other items chargeable to the account of Buyer pursuant to this Agreement in payment of such obligations, disburse the net sale proceeds to Seller and disburse any remaining balance of funds (*i.e.*, any “over-deposit”), if any, to Buyer.

(4) Issue the Title Policy to Buyer.

11. Condemnation and Casualty.

(a) If, at any time between the Effective Date and Closing, there is a material taking or condemnation of the Land or Appurtenances by any legally constituted authority for any public use or purpose, then Buyer may elect either: (i) to terminate this Agreement, in which event the Title Company shall immediately refund to Buyer the Deposit, in which event neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement (except to the extent this Agreement expressly provides that any specific term of this Agreement shall survive termination); or (ii) to proceed with the acquisition of the Property and collect at Closing (or at Closing receive a credit against the Purchase Price for) any and all proceeds from any condemnation, waiving any and all claims against Seller relating to such condemnation, and have the terms of this Agreement remain in full force and effect and binding on the parties hereto. If condemnation award has not been collected as of the Closing, then any such award shall be assigned to Buyer at Closing. In the event of a condemnation in which Buyer does not elect to terminate this Agreement pursuant to the foregoing terms, then the term “Land” or “Appurtenances”, as used herein, shall thereafter refer to the Land or the Appurtenances less and except any portion thereof taken by such condemnation. For the purposes of this Section 11(a), a taking or condemnation shall be deemed to be “material” if (i) the taking involves the taking or condemnation of more than 2% of the existing acreage of the Land, (ii) if the condemnation would materially increase the cost of or otherwise affect Buyer’s acquisition, use and operation of the Land, (iii) if the diminution in the value of the remaining Property as a result of a taking exceeds [REDACTED] or (iv) the taking impairs or affects access to the Property.

(b) In the addition (and without limiting Section 11(a) above), if, at any time between the Effective Date and Closing, the Improvements suffer any material fire or other casualty, Seller shall give Buyer written notice thereof. In the event that the Improvements shall suffer any fire or other casualty or any injury and Buyer does not elect to terminate this Agreement as hereinafter provided, Seller agrees to repair the damage to the reasonable satisfaction of Buyer at its sole cost and expense before the Closing Date or, in the alternative, if Seller elects not to so repair the damage to the Property, the Purchase Price shall be reduced based on a reasonable approximation of the cost of such repair as mutually agreed to by the parties hereto (in which event Seller shall be entitled to the proceeds of or claims in respect of any insurance covering such the cost to repair such damage), and upon the Closing Seller shall assign to Buyer the proceeds of or claims in respect of any loss of income insurance or equivalent coverage maintained by them and pay to Buyer the amount of any policy deductible under Seller’s insurance policy. In the event of any fire or other casualty that results in material damage or destruction of the Property, Buyer, at any time thereafter, by written notice to Seller, shall have the option to terminate this Agreement, whereupon the Title Company shall immediately refund to Buyer the Deposit, in which event neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement (except to the

extent this Agreement expressly provides that any specific term of this Agreement shall survive termination). For the purposes hereof, “material” damage or destruction shall mean and include any damage or destruction that would require an expenditure of more than [REDACTED] to repair or replace.

12. Assignment. Buyer may not transfer or assign its rights and obligations under this Agreement without the prior written consent of Seller, which consent may not be unreasonably withheld, conditioned or delayed by Seller.

13. Survival of Closing. All warranties, covenants and representations made herein by either Seller or Buyer shall survive the Closing (and shall not merge with or into the Deed) for a period of twelve (12) months after the Closing Date.

14. Seller's Representations, Warranties and Covenants.

(a) Seller represents, warrants and covenants to Buyer that (each a “**Seller Representation**” and collectively, the “**Seller Representations**):

(i) Seller (x) has complete and full authority to execute this Agreement and to convey to Buyer fee simple title to the Property, (y) will execute and deliver such other documents, instruments, agreements, including (but not limited to) affidavits and certificates, as are necessary to effectuate the transaction contemplated herein, and (z) will take all such additional action necessary or appropriate to effect and facilitate the consummation of the sale and purchase transaction contemplated herein. This Agreement is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(ii) All assessments that are liens against the Property are shown in the official records of the taxing authorities in whose jurisdiction the Property is located.

(iii) Seller has not received any written notice of, and has no knowledge of, any pending or threatened taking or condemnation of the Property or any portion thereof.

(iv) The Property is free of any right of possession or claim of right of possession of any party other than Seller, and there are no leases or occupancy agreements currently affecting any portion of the Property, other than the BMO Bank N.A. lease, which Seller shall cause to be terminated on or before the Closing Date. Seller will not further sell, encumber, convey, assign, pledge, lease or contract to sell, convey, assign, pledge, encumber or lease all or any part of the Property, nor restrict the use of all or any part of the Property, nor take or cause or allow to be taken any action in conflict with this Agreement at any time between the Effective Date and (x) Closing, or (y) the earlier termination of this Agreement pursuant to its terms, other than assignments, pledges, encumbrances or leases which will terminate on or before Closing. Seller additionally hereby represents and warrants that no rights of first refusal or similar agreements exist in connection with the Property, or, to Seller’s knowledge, that are in any way in contravention of the spirit and intent of this Agreement.

(v) Neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or to Seller’s knowledge, will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

(vi) Seller has no knowledge of, nor has Seller received any written notice of, any actual, pending or threatened action, suit, proceeding or investigation by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller which (A) affects or could affect Seller’s ability to sell the Property, (B) questions the validity or enforceability of the transaction contemplated by this Agreement, (C) would interfere with Seller’s ability to convey the Property to Buyer as contemplated by this Agreement, or (D) would be binding on Buyer or expose Buyer to liability after Closing.

(vii) Seller has received no written notice of and has no knowledge of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property or any portion thereof or with respect to the use, occupancy or construction thereon, including, without limitation, any Environmental Laws (as defined below).

(viii) To the best of Seller's knowledge, no Hazardous Materials affect the Property, the Property does not violate any Environmental Laws and there is no contamination or environmental issues of any kind at the Property. "**Hazardous Materials**" or similar terms shall mean and include asbestos, asbestos-containing materials, petroleum and petroleum products, the group of organic compounds known as polychlorinated biphenyls, and any substances or materials that are regulated, controlled or prohibited under the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 690, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or any similar State law or local ordinance or any other environmental law, the Federal Water Pollution Control Act, 33 U.S.C. §1251, the Clean Air Act, 42 U.S.C. § 7401, the Toxic Substances Control Act ("TCSA"), 15 U.S.C. § 2601, or any similar State law or local ordinance, or any other Federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements (collectively, the "**Environmental Laws**").

(ix) Seller is not a "foreign person", "foreign corporation", "foreign trust" or "foreign estate" as those terms are defined in the I.R.C., Section 1445, nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code (including, but not limited to, Section 1445 thereof) or any comparable laws of the State, and Buyer has no obligation under any such laws to withhold any monies from the Purchase Price in accordance with the provisions of such laws in connection with the transaction contemplated hereby.

(x) Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, (c) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its or their creditors generally.

(xi) Except for the lease with BMO Bank N.A. which Seller shall cause to be terminated on or before the Closing Date, there are no leases of space in the Property, licenses, or other agreements to occupy or use all or any portion of the Property, nor will there be any leases of space in the Property, licenses, or other agreements to occupy or use all or any portion of the Property which will be in force after the Closing.

(xii) There are no management, leasing, brokerage, maintenance, construction and service contracts and agreements relating to the ownership, operation and maintenance of the Property which will be binding on Buyer after the Closing.

(xiii) Buyer is not aware of any defects in the design or construction of the Improvements, and there are no outstanding warranty claims relating to the design or construction of any part or component of the Improvements.

(xiv) Seller is not, nor will Seller become, a person with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the [REDACTED], Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions with such persons or entities.

(xv) The Property Information provided to Buyer are true, accurate and complete copies of such documents.

(b) Changes in Facts or Circumstances Up to Closing. If Seller becomes aware of any fact or circumstance that would materially change or render materially incorrect, in whole or in part, any of Seller's Representations, during that time period beginning with the Effective Date and ending on the Closing Date, Seller shall give prompt written notice of such change, fact or circumstance to Buyer. In the event any such modifications to Seller's Representations affect the Property, Buyer shall have the right to elect, within 10 days after receipt of Seller's modification notice, to terminate this Agreement and obtain a refund of the Deposit. In the event such modification of Seller's Representation results in or constitutes a breach or default of Seller, Buyer shall also have all remedies afforded to Buyer under Section 18(a) of this Agreement.

(c) If Buyer discovers before the Closing Date that any Seller Representation is materially inaccurate, untrue or incorrect, the terms and provisions of Section 18(a) shall apply.

(d) At all times prior to Closing, Seller shall maintain the Land free from waste and neglect and shall keep and perform or cause to be performed all obligations of the owner of the Property under any recorded title documents, applicable laws and any mortgage affecting the Property. Upon the Closing, Seller shall tender possession of the Property to Buyer in the same condition the Property was in when last inspected by Buyer, except that Seller shall remove or cause BMO Bank N.A. to remove all its signage from the Improvements and patch and restore (with matching masonry and/or color) any areas of the Improvements damaged by such removal and cap all exterior electrical terminals. Without limitation, from the Effective Date to the Closing Date or earlier termination of this Agreement, Seller shall not do, suffer or permit, or agree to do, any of the following: (i) enter into any transaction with respect to or affecting the Property that would in any way prevent Seller's full performance hereunder, or limit or adversely affect Buyer's rights hereunder or as an owner of the Property following Closing; (ii) sell, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever; (iii) enter into, amend, waive any rights under, terminate or extend any document or instrument affecting the Property that would remain in effect after the Closing Date, without the prior written consent of Buyer; (iv) initiate or consent to any action with respect to zoning or other Property entitlements or permits; (v) discuss or negotiate with any third party the sale or other disposition of any of the Property or enter into any contract (whether binding or not) regarding any sale or other disposition of the Property; (vi) protect the Property from the introduction, delivery, deposit or release of any Hazardous Materials, whether authorized or unauthorized; or (vii) change the grade or other physical characteristics of the Property.

15. Buyer's Representations, Warranties and Covenants.

(a) Buyer represents, warrants and covenants to Seller that (each a "**Buyer Representation**" and collectively, the "**Buyer Representations**):

(i) Buyer is a duly formed and validly existing corporation in good standing under the laws of the State of Illinois. Buyer has full power and authority to enter into this Agreement, to perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and all documents contemplated hereby by Buyer have been duly and validly authorized by all necessary action on the part of Buyer, and all required consents and approvals have been duly obtained and will not result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement and/or instrument to which Buyer is a party. The person executing this Agreement on behalf of Buyer is a duly qualified and appointed representative or manager of Buyer and has all requisite power and authority on behalf of Buyer to execute and deliver this Agreement on behalf of Buyer. This Agreement is a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

(ii) Neither Buyer nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or

agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the [REDACTED], Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions with such persons or entities.

(iii) No authorization, consent or approval of any governmental authority (including, without limitation, courts) is required for the execution and delivery by Buyer of this Agreement or the performance of its obligations hereunder.

(iv) Neither the execution, delivery or performance of this Agreement nor compliance herewith (a) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (i) the articles of formation, any by-laws or other organization certificate and/or partnership or operating agreement of Buyer, or (ii) any law or any order, writ, injunction or decree of any court or governmental authority, or (b) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument.

16. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, email, overnight mail or delivery service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Buyer:	First American Bank 1650 Louis Avenue Elk Grove Village, Illinois 60007 Attn: John Olsen Email: jolsen@firstambank.com
With a copy to:	First American Bank 1650 Louis Avenue Elk Grove Village, Illinois 60007 Attn: Frederick M. Snow, Esq. Email: fsnow@firstambank.com
And to:	Duane Morris LLP 190 South LaSalle Street, Suite 3700 Chicago, IL 60603 Attn: David B. Yelin, Esq. Email: dbyelin@duanemorris.com
If to Seller:	Matthew A. Kaufman Michelle E. Kaufman 3800 Vanalden Ave Tarazana, CA 91356 Email: matt@valleytechcenter.com
If to Title Company:	First American Title Insurance Company National Commercial Services 200 West Madison Street, Suite 800 Chicago, IL 60606 Attention: John E. Beckstedt Jr. E-mail: jbeckstedt@firstam.com

or to such other address as any party may from time to time designate by notice in writing to the other parties. Notice deposited in the mail in the manner hereinabove described shall be effective on the third (3rd) Business Day after such deposit. Notice delivered by overnight delivery service shall be deemed effective the following Business Day after said deposit with such service. Notice given by e-mail shall be effective only if and when delivered or sent to the party to be notified between the hours of 8:00 A.M. and 5:00 P.M. Central Time of any Business Day with delivery made after such hours to be deemed received the following Business Day. Rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given shall be deemed receipt by the addressee. Attorneys for either party may give notices as provided herein for the party such attorney represents.

17. **Brokers.** Each party represents and warrants to the other that neither has employed, retained or consulted a broker, agent or finder in carrying on the negotiations in connection with this Agreement or the purchase and sale referred to herein, except for Adam Cody of Jones Lang LaSalle Midwest, LLC (JLL) representing Buyer ("**Buyer's Broker**") and Avison Young (Chris Baer/Tim Henry/Ficher Cabot) representing Seller ("**Seller's Broker**"; together with Buyer's Broker, collectively the "**Brokers**"). Except for the Brokers, Seller and Buyer each hereby indemnifies and agrees to defend and hold the other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages (including, without limitation, court costs and reasonable attorneys' fees, inclusive of fees incurred in connection with enforcement of this indemnity and fees on appeal) that may be asserted or recovered against the indemnified party on account of any brokerage fee, commission or other compensation arising by reason of the indemnitor's breach of these representations and warranties or, with respect to Buyer, by reason of any claim made by Brokers against Buyer for payment of commissions, fees or compensation claimed to be owed to the Brokers or either of them (the foregoing indemnities being herein referred to as the "**Brokerage Indemnities**"). The Brokerage Indemnities shall survive Closing or any sooner termination of this Agreement, notwithstanding any contrary provision of this Agreement.

18. **Default.**

(a) **Seller's Default.** If Seller fails or refuses to perform its obligations under this Agreement, and such failure or refusal is not fully cured within 5 Business Days following written notice from Buyer, then Seller shall be in default under this Agreement. In such event, Buyer may pursue specific performance against Seller or Buyer may terminate this Agreement by providing written notice thereof to Seller, in which case (i) Title Company shall immediately refund to Buyer the Deposit and all interest earned thereon (and Seller shall so direct the Title Company consistent with the foregoing), and (ii) within thirty (30) days after the termination of this Agreement, Seller shall pay to Buyer all actual out-of-pocket amounts expended by Buyer in connection with this Agreement and the Property (including, without limitation, Buyer's due diligence of the Property, attorneys' fees and costs, engineering, architectural and consultant fees and all costs in connection with Buyer's tests and inspections of the Property). Furthermore, if Seller fails to validly and effectively terminate BMO Bank, N.A.'s rights and interests in and to the Property on or before the Closing Date, or if a court of competent jurisdiction refuses or is unable to issue an order of specific performance because Seller has conveyed the Property to a third party after the Effective Date of this Agreement in violation of any of Seller's covenants set forth in Section 14(d) of this Agreement, Buyer shall also have the right to seek and obtain against Seller any and all damages suffered or incurred by Buyer as a result of such default.

(b) **Buyer's Default.** If Buyer fails or refuses to perform its obligations under this Agreement after the end of the Inspection Period, and such failure or refusal is not fully cured within 5 Business Days following written notice from Seller, then Buyer shall be in default under this Agreement. In such event (after application and lapse of all applicable notice and cure periods), Seller, as its sole and exclusive remedy, shall be entitled to receive and retain the entire Deposit, as full, complete and final liquidated damages, and not as a penalty. Seller and Buyer hereby agree that it would be difficult, if not impossible, to ascertain the damages accruing to Seller as a result of a default by Buyer under this Agreement, but that the parties have agreed the Deposit is a reasonable estimate thereof. Seller's receipt of said Deposit, therefore, shall constitute liquidated damages, as Seller's sole and exclusive remedy against Buyer at law and in equity, and shall be in lieu of the exercise by Seller of any other legal or equitable right or remedies that Seller may have against Buyer as a result of Buyer's default.

19. Date of Agreement; Dates. If this Agreement is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it to the other party. In such event, said offer may be revoked by the first party that executed this Agreement prior to the time a fully executed copy or original of this Agreement has been delivered to such first party. The "**Effective Date**" of this Agreement shall be the date upon which it is accepted by the last party to sign this Agreement. Whenever the last day for the exercise of any privilege or the performance of any duty hereunder shall fall upon a Saturday, Sunday or any United States or State holiday, the party having such privilege or duty shall have until 11:59 p.m. Local Time on the next succeeding Business Day to exercise such privilege or to discharge such duty.

20. Miscellaneous.

(a) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

(b) Waiver. Failure of either Buyer or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Buyer's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

(c) Counterparts and Execution and Delivery by Electronic Transmission. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. Furthermore, this Agreement may be executed and delivered by electronic transmission. The parties intend that electronic (e.g., .pdf format) signatures constitute original signatures and that an electronic copy or counterparts of this Agreement containing signatures (original or electronic) of a party is binding upon the party.

(d) Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

(e) Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(f) Time of the Essence. Time is of the essence with respect to the performance of this Agreement and each and every date and period set forth in this Agreement, except to the extent expressly otherwise provided herein (e.g., the cure periods provided for in Section 18 hereof).

(g) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto. No third party is entitled to reply upon or be a beneficiary of any of the covenants, duties or obligations of either Party under of this Agreement.

(h) Exhibits and Schedules. The exhibits and schedules attached hereto are hereby incorporated herein by this reference.

(i) Amendment to this Agreement. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

(j) Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

(k) Entire Agreement. This Agreement (including the Exhibits attached hereto) supersedes any prior agreements, negotiations and communications, oral or written (offer, counteroffer and letter of intent), and contains the entire and final agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby.

(l) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

(m) Attorneys' Fees. In the event legal action is instituted by any of the parties to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party its reasonable attorneys' fees and court costs actually incurred (without regard to statutory interpretation). The provisions of this Section 20(m) shall survive any termination of this Agreement or the Closing.

(n) Construction. The parties hereto hereby acknowledge and agree that (i) each party hereto is of equal bargaining strength, (ii) each such party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Agreement, (iv) each such party and its counsel and advisors have reviewed this Agreement, (v) each such party has agreed to enter into this Agreement following such review and the rendering of such advice and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

(o) Tax Deferred Exchange. Seller may consummate, at Seller's sole cost and expense, the sale of the Property as part of a so-called like kind exchange (the "**Exchange**") pursuant to 1031 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provided that: (i) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the performance of Seller's obligations under this Agreement; (ii) the Seller shall effect the exchange through assignment of its rights under this Agreement to a qualified intermediary; (iii) the Buyer shall not be required take an assignment of the purchase agreement for the relinquished or replacement property of Exchange; (iv) the Exchange does not result in any additional cost or expense to Buyer, (v) the Exchange shall not delay or excuse the strict performance of Seller under any term or provision of this Agreement, and (vi) the Seller shall indemnify, defend and hold Buyer harmless with respect to any cost, loss, damage, expense or liability in connection with the Exchange. The Buyer shall not by the agreement in this subparagraph or by acquiescence to the Exchange of Seller (1) have any of its rights under this Agreement modified, diminished or otherwise affected in any manner or (2) be responsible for compliance with or be deemed to have warranted to the Seller that the Exchange in fact complies with Section 1031 of the Code.

(p) No Personal Liability. No constituent officer, director, employee, principal or member in or agent of Buyer shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The provisions of this Section 21(p) shall survive any termination of this Agreement or the Closing.

(q) Severability. The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Agreement is found by a court of law to be in violation of any applicable local, state or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or

unenforceable provision were not contained herein, and that the rights, obligations and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

(r) Rules of Construction and Interpretation. The following rules shall apply to the construction and interpretation of this Agreement: (a) singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter, (b) the headings contained in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect, and (c) each Party and its counsel have reviewed this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular Party shall not be applicable in the construction and interpretation of this Agreement or any exhibits or schedules hereto. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement.

(s) Additional Documents. Seller will, whenever and as often as it shall be reasonably requested so to do by Buyer, and Buyer will, whenever and as often as it shall be reasonably requested so to do by Seller, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments, corrective instruments and all other instruments and documents as may be reasonably necessary in order to complete the transaction which is the subject of this Agreement and to carry out the intent and purposes of this Agreement. The provisions of this Section 20(s) shall survive the Closing.

(t) Waiver of Homestead Rights. Seller represents and warrants to Buyer that the Property is commercial property, and the Property is not the Seller's residence or principal residence or marital property. Accordingly, Seller acknowledges, confirms and agrees that any Illinois statutes providing for the exemption of homesteads from sales or otherwise do not apply to this transaction. Seller expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sales or otherwise.

(u) WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUYER AND SELLER HERETO SHALL, AND THEY HEREBY DO, INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF BUYER AND SELLER HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR ANY CLAIM OR INJURY OR DAMAGE RELATED THERETO. SELLER AND BUYER EACH FURTHER WAIVES THE RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM THE OTHER PARTY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. The provisions of this Section 20(u) shall survive any termination of this Agreement or the Closing.

(v) Availability of Legal Counsel. Seller acknowledges, represents and warrants to Buyer as follows: (a) Seller has had the opportunity to retain and consult with legal counsel in connection with the preparation and negotiation of this Agreement and the obligations of the Seller provided for in this Agreement, but has voluntarily elected not to retain legal counsel; (b) Seller is a sophisticated owner, operator and user of commercial real estate and has sufficient knowledge, expertise and experience to represent itself in the commercial real estate transaction represented by this Agreement; (c) Buyer is represented by Duane Morris, LLP as legal counsel with respect to the preparation, submission and negotiation of this Agreement and that such law firm is representing only Buyer's interests in the transaction represented by this Agreement; and (d) Duane Morris, LLP is not representing Seller or Seller's interests in the transaction contemplated by this Agreement, notwithstanding that Duane Morris, LLP may (but shall not be obligated to) assist the parties in performing certain administrative matters, such as the establishment of an earnest money escrow arrangement with the Title Company, procuring the Title Documents, and the closing and consummation of the transactions contemplated by this Agreement, which may include certain administrative matters customarily performed by Seller's legal counsel. Any such assistance shall not modify or extend any time periods set forth in this Agreement for Seller's performance. Seller acknowledges and agrees that

neither Buyer nor Buyer's legal counsel shall be any obligation whatsoever to perform or assist in the performance of any of Seller's duties or obligations set forth in this Agreement. If and to the extent Buyer or Buyer's legal counsel assists Seller in the performance of any of Seller's duties and obligations required under this Agreement, such assistance shall not modify, release or otherwise affect Seller's obligation to perform, or be used or asserted by Seller as the basis for, or defense to, any failure of Seller to have performed, Seller's duties and obligations required under this Agreement in strict accordance with the terms and provisions set forth in this Agreement.

[Signatures commence on next page]

IN WITNESS WHEREOF, the parties have caused this Real Property Purchase Agreement to be executed as of the Effective Date.

SELLER:



Matthew A. Kaufman



Michelle E. Kaufman

Date of Execution by Seller:|



BUYER:

FIRST AMERICAN BANK, an Illinois
banking corporation

By: 

Name: John Olsen

Its: Executive Vice President

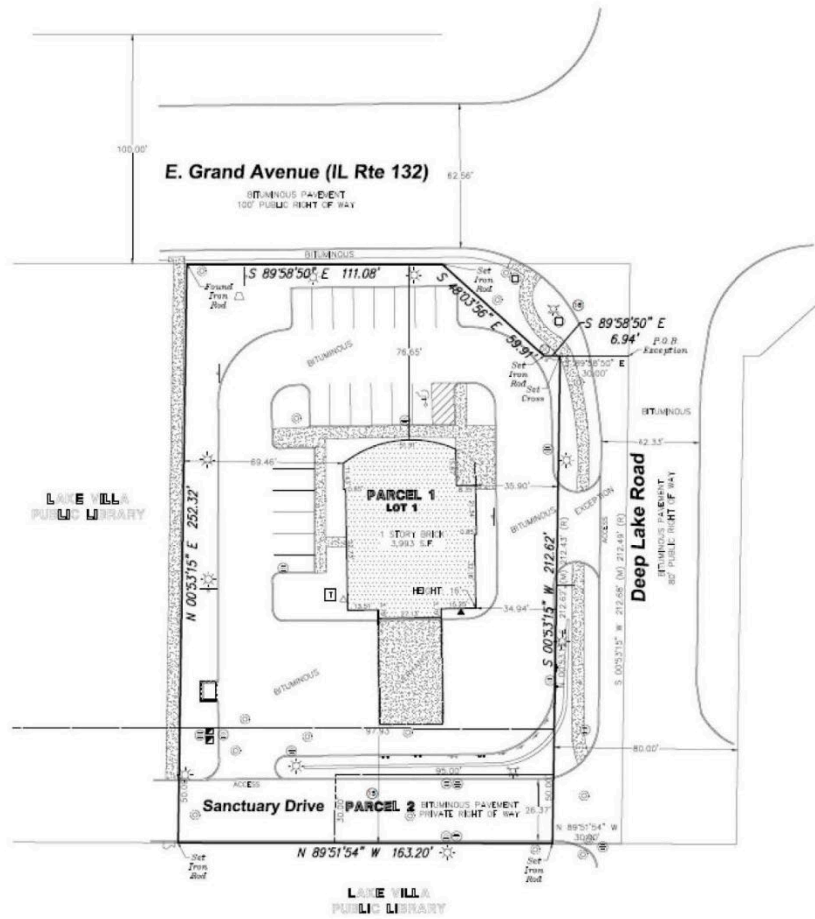
Date of Execution by Buyer:



EXHIBIT A
DEPICTION OF PROPERTY



Exhibit A
 Property



JLL
 200 East Randolph Drive Chicago Illinois 60601
 adam.cody@am.jll.com

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

LOT 1 IN GRIDLEY PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF GOVERNMENT LOT 2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 2000 AS DOCUMENT NUMBER 4609363, AND AS CORRECTED BY INSTRUMENT RECORDED NOVEMBER 16, 2000 AS DOCUMENT NUMBER 4609372, AND AS CORRECTED BY INSTRUMENT RECORDED MAY 6, 2002 AS DOCUMENT NUMBER 4918609, IN LAKE COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 32 MINUTES 07 SECONDS WEST, 212.49 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 55 MINUTES 27 SECONDS WEST, 30 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 07 SECONDS EAST, 212.43 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST, 30 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES FOR THE BENEFIT OF PARCEL 1 OVER SANCTUARY DRIVE (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN PARCEL 1), AS DEPICTED ON THE PLAT OF GRIDLEY PLANNED UNIT DEVELOPMENT RECORDED AS DOCUMENT NUMBER 4609363, AND AS CREATED BY THE INSTRUMENT RECORDED NOVEMBER 16, 2000 AS DOCUMENT NUMBER 4609375, IN LAKE COUNTY, ILLINOIS.

EXHIBIT "C"

FORM OF SPECIAL WARRANTY DEED

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN
TO:

David B. Yelin, Esq.
Duane Morris LLP
190 South LaSalle Street, Suite 3700
Chicago, Illinois 60603

(Space Above Line for Recorder's Use Only)

SPECIAL WARRANTY DEED

This Special Warranty Deed, made as of the ___ day of _____, 2025, is made by MATTHEW A. KAUFMAN and MICHELLE E. KAUFMAN, husband and wife, whose address is 3800 Vanalden Ave., Tarazana, California 91356 ("Grantor"), for the benefit of FIRST AMERICAN BANK, an Illinois banking corporation, whose address is 1650 Louis Avenue, Elk Grove Village, Illinois 60007 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of [REDACTED] and other good and valuable consideration in hand paid, by Grantee, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee and its successors and assigns, FOREVER, all the real estate legally commonly known as 985 East Grand Avenue, Village of Lake Villa, Lake County, Illinois and legally described on Exhibit A attached hereto and made a part hereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity of, in and to the above described premises, together with all of the estate, right, title and interest of Grantor in and to any land lying in the beds of any streets, roads or avenues, open or proposed, public or private, and all easements, rights, licenses, privileges, rights-of-way, strips and gores, mineral rights, air development rights, rights of ingress and egress, hereditaments and such other real property rights and interests appurtenant to the foregoing.

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto Grantee, its successors and assigns, FOREVER.

And Grantor, for itself, and its successors, does covenant, promise and agree to and with Grantee, and successors, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it will, subject only to the existing recorded title exceptions described on Exhibit B attached hereto, warrant and

forever defend, the said premises against all persons lawfully claiming, or to claim the same, by, through or under Grantor, but not otherwise.

And the Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sales or otherwise.

IN WITNESS WHEREOF, said Grantor has caused this Special Warranty Deed to be executed the day and year first above written.

GRANTOR

MATTHEW A. KAUFMAN

MICHELLE E. KAUFMAN

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2025 by MATTHEW A. KAUFMAN and MICHELLE E. KAUFMAN, husband and wife, known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they both signed and delivered said instrument as their free and voluntary act and deed for the uses and purposes set forth herein.

GIVEN under my hand and Notarial Seal, this ____ day of _____, 2025.

Notary Public

My commission expires: _____

MAIL TAX STATEMENTS TO:
First American Bank
1650 Louis Avenue
Elk Grove Village, Illinois 60007
Attention: _____

EXHIBIT A
Legal Description

[Insert legal description]

COMMONLY KNOWN AS: 985 East Grand Avenue, Lake Villa, Illinois

PERMANENT REAL PROPERTY
TAX INDEX NUMBER:

EXHIBIT B

Title Exceptions

1. General and special taxes and assessments not yet due and payable

EXHIBIT "D"

**FORM OF GENERAL ASSIGNMENT
GENERAL ASSIGNMENT**

THIS GENERAL ASSIGNMENT (this "**Assignment**"), is made and delivered as of _____, 2025 (the "**Effective Date**"), by MATTHEW A. KAUFMAN and MICHELLE E. KAUFMAN, husband and wife ("**Assignor**"), for the benefit of FIRST AMERICAN BANK, an Illinois banking corporation ("**Assignee**").

RECITALS:

A. Assignor has on the date hereof conveyed unto Assignee certain real property consisting of approximately 0.932 acres of land located at 985 E. Grand Avenue, Village of Lake Villa ("**City**"), Lake County, Illinois, together with all fixtures and improvements located thereon (the "**Property**") pursuant to the terms set forth in that certain Real Property Purchase Agreement dated as of _____, 202__ between Assignor as seller and Assignee as Buyer; and

B. In connection with the conveyance of the Property, Assignor and Assignee intend that certain related intangible property be assigned and transferred by Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Intangible Property: Books and Records. Assignor does hereby transfer, assign, convey and set over unto Assignee, all of the right, title and interest of Assignor, if any, in and to:

a. all intangible property owned by Seller that pertains to the Property or to the use thereof, including, without limitation, all of the following with respect to and appurtenant to the Property, if and to the extent transferable and assignable: (i) entitlements, warranties, and guaranties, (ii) all licenses, permits, plats, approvals and authorizations to the extent related to the Property, (iii) all water and sewer taps, hook ups and connections, (iv) easements, (vii) mineral rights, oil and gas rights, (viii) water, water rights, and air rights, and (ix) development rights and privileges appurtenant to the Property (collectively, the "**Intangible Property**"); and

b. the contracts relating to the Property set forth in Schedule 1 attached hereto (collectively, the "**Contracts**", and together with the Intangible Property, the "**Assigned Property**").

c. all of Assignor's right, title, interest, powers, and privileges, if any, in, to and under all of the guaranties, warranties, and agreements from architects, designers, engineers, contractors, subcontractors, vendors, and suppliers regarding their performance, quality of work, and quality of materials supplied in connection with the design, construction, manufacture, development, installation, and operation of any and all fixtures, equipment, items of personal property, and improvements of the Premises (collectively, the "**Warranties**").

2. Successors and Assigns. This Assignment shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors, legal representatives and assigns.

3. **Governing Law.** This Assignment shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Illinois.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument.

5. **Further Assurances.** Assignor covenants that Assignor shall, at any time and from time to time upon written request therefor, at no cost, expense or liability to Assignor, execute and deliver to Assignee such documents and instruments as Assignee may reasonably request in order to fully assign, transfer and vest the Intangible Property in Assignee.

IN WITNESS WHEREOF, Assignor has executed and delivered this General Assignment to Assignee as of the Effective Date set forth above.

	ASSIGNOR:

	MATTHEW A. KAUFMAN

	MICHELLE E. KAUFMAN

EXHIBIT "A"
TO GENERAL ASSIGNMENT

LEGAL DESCRIPTION OF THE PROPERTY

[To be added].

SCHEDULE 1
TO GENERAL ASSIGNMENT

CONTRACTS

.....

Village of Lake Villa Plan Commission

The Plan Commission held it's regularly scheduled meeting on 2/5/04. Meeting called to order at 7:40 p.m. by Chairman Streicher.

Members present: Coia, McCollum, Nielsen, Streicher, and Trkla.
Absent: Cribb.

McCollum made a motion to approve the minutes of 1/8/04. Trkla seconded. All OK, motion carried.

Old Business:
None.



New Business:

Timothy Connor and Brad Pausha, Architects from Valerio, Dewalt, & Train along with Jeff Berta, Project manager for Harris Trust and Savings Bank discussed their Site Plan Proposal for "Harris Trust and Savings Bank, Lake Villa Branch". Project site is located on the SW corners of State Route 132 (Grand Ave.) and Deep Lake Road, commonly known as Lot 1 of Gridley PUD Subdivision. Site Plan prepared by Valerio, Dewalt, Train Associates, Inc. prelim. Planning Review Dated Jan. 9, 2004, project Number VDTA 03153.00 Helmut Peters, representing the seller was also in attendance. Connor and Pausha discussed plans. Major items of concern were: Landscaping plans to meet ordinance, Sidewalks, and Storm pipe on edge of this property, along with others. McCollum express his displeasure that memo's from Village Professionals were not completed prior to being placed on this boards agenda. Petitioners went thru comments with all Village Professionals and agreed all issues would be resolved prior to any permits being issued.

McCollum made a motion to continue this meeting until Petitioner could have clean memos from Village Professionals. Nobody seconded. Motion Failed for lack of second.

Coia made a motion to recommend the Village Board of Lake Villa approve the Site Plan for "Harris Trust and Savings Bank, Lake Villa Branch" dated Jan 9, 2004 as presented with the condition that no permits could be issued until Village Engineer (Keith Corso of Applied Tech.), Village Civil Engineer (Brett Bennett of Lake County), and Village Planner (Kirk Bishop of Duncan and Assoc.) have reviewed and recommended approval of this site. McCollum seconded. Roll call vote: Coia, yes; McCollum, yes; Nielsen, yes; Streicher, yes; Trkla, yes. Motion carried.

Caroline Jacobson, President of the Lake Villa Public Library District discussed issues with Chairman Streicher about Tri-Party agreement and road way concerns of Deep Lake Road extension.

.....

February 17, 2004
Page 2

Nielsen made a motion to adjourn @ 9:00p.m. McCollum seconded. All OK,
motion carried.

Respectfully Submitted,

Jerry Coia

REGULAR MEETING
VILLAGE BOARD OF THE VILLAGE OF LAKE VILLA
MARCH 24, 2004

CALL TO ORDER: The regular meeting of the Village Board of the Village of Lake Villa was called to order at 8:05 p.m. on March 24, 2004.

SALUTE THE FLAG: The Pledge of Allegiance was led by Mayor Frank Loffredo.

ROLL CALL: Roll call indicated the following present: Mayor Loffredo; Attorney Mullen; Clerk Brownlee; Trustees Dykstra, Frayer, Hartwig, McDonald and Raukohl. Trustee Effinger was absent. With a quorum present, the meeting was in order.

MINUTES: It was moved by Tr. Frayer and seconded by Tr. Raukohl to approve the minutes of March 10, 2004.
ROLL CALL VOTE WAS: AYES: 5 MOTION CARRIED

MAYOR:
Lake Villa Library
It was moved by Tr. Frayer and seconded by Tr. Hartwig to allow the Lake Villa Library to proceed as long as the street, the right of way, the building and the parking lot be completed before the Certificate of Occupancy can be issued.
ROLL CALL VOTE WAS: AYES: 5 MOTION CARRIED

Fox Lake Auction
It was moved by Tr. Frayer and seconded by Tr. Raukohl to approve the Public Works Director to take obsolete items to the Fox Lake Auction to be sold and at the same time the Village Attorney will draft an ordinance for the sale of such items.
ROLL CALL VOTE WAS: AYES: 5 MOTION CARRIED

Oakland Ridge Subdivision
It was moved by Tr. Frayer and seconded by Tr. McDonald to accept the improvements in the Oakland Ridge Subdivision once all the paperwork has been approved by Attorney Mullen and to adopt an ordinance approving the agreement.
ROLL CALL VOTE WAS: AYES: 5 MOTION CARRIED

Resolution – Lake County Forest Preserve
It was moved by Tr. Dykstra and seconded by Tr. McDonald to endorse the Lake County Forest Preserve District resolution, "RESOLUTION SUPPORTING CONTINUED FUNDING FOR OSLAD AND NATURAL AREAS GRANT PROGRAMS AND FOR THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES."
ROLL CALL VOTE WAS: AYES: 5 MOTION CARRIED

CLERK: Miss Lake Villa Pageant
It was moved by Tr. McDonald and seconded by Tr. Frayer to assist the Miss Lake Villa Pageant with a budget of \$2,000.00.
ROLL CALL VOTE WAS: AYES: 5 MOTION CARRIED

ATTORNEY:
FOIA Ordinance
It was moved by Tr. Frayer and seconded by Tr. Hartwig to authorize Attorney Mullen to draft an ordinance regarding the FOIA requests, setting up charges and procedures.
ROLL CALL VOTE WAS: AYES: 5 MOTION CARRIED

FINANCE:
School Impact Fees
It was moved by Tr. Dykstra and seconded by Tr. Hartwig to adopt the new school impact fee levels for District #41.
ROLL CALL VOTE WAS: AYES: 4 NAY: 1(Tr. Frayer) MOTION CARRIED

ORDINANCE & LICENSES:
2004-03-03
It was moved by Tr. Frayer and seconded by Tr. McDonald to adopt Ordinance 2004-03-03, "AN ORDINANCE AMENDING THE VILLAGE CODE REGARDING LEHMANN PARK."
ROLL CALL VOTE WAS: AYES: 5 MOTION CARRIED



BUILDING & ZONING:

Prairie Trail Subdivision

It was moved by Tr. Frayer and seconded by Tr. Hartwig to approve the preliminary plat for Prairie Trail Subdivision contingent upon plan commission report and all outstanding consultants reports to the Village board be addressed before final approval.

**ROLL CALL VOTE WAS: AYES: 3 NAY: 1(Tr. Dykstra)
MOTION CARRIED**

Harris Bank

It was moved by Tr. Frayer and seconded by Tr. Raukohl to approve the site plan for the Harris Bank with the contingency being included in that approval.

**ROLL CALL VOTE WAS: AYES: 4 PASS: 1(Tr. Dykstra)
MOTION CARRIED**

911 Sign Permit
(89 Cedar Avenue)

It was moved by Tr. Raukohl and seconded by Tr. Frayer to approve the temporary sign permit for Pizza 911 (89 Cedar Avenue) to expire 30 days from today.

**ROLL CALL VOTE WAS: AYES: 4(Trs. Dykstra, McDonald,
Raukohl and May Loffredo) NAY: 1(Tr. Frayer)
PASS: 1(Tr. Hartwig)**


MOTION CARRIED


ADJOURNMENT:

It was moved by Tr. McDonald and seconded by Tr. Frayer to adjourn the regular meeting of the Village Board at 8:35 p.m.

ROLL CALL VOTE WAS: AYES: 5 MOTION CARRIED

APPROVED BY ME THIS 14th DAY OF April, 2004.


FRANK M. LOFFREDO, MAYOR


ALICE K. BROWNLEE, VILLAGE CLERK

LAKE VILLA COMMUNITY CONSOLIDATED SCHOOL DISTRICT #41

131 McKinley Avenue Lake Villa, Illinois 60046-8986 www.district41.org Phone:847/356-2385 Fax: 847/356-2670

April 16, 2004

Honorable Frank Loffredo
Village of Lake Villa
65 Cedar Avenue
Lake Villa, Illinois 60046

Dear Mayor Loffredo:

This letter is to inform you of the new Impact Fee rates that will be in effect for houses built in the Lake Villa School District #41. These new rates are calculated in accordance with the new laws regarding this matter.

As in the past we will collect the fees from the developer here in the District Office and will issue them a receipt which they can turn in to your office for their building permit. If you can provide the names and addresses of the developers that this would apply to, I would be happy to provide this information to them direct to help with this process.

Thank you for your support in the past and we look forward to strengthening our partnership.

Sincerely,



Dr. Michael Anderson
Superintendent of Schools

LAKE VILLA SCHOOL DISTRICT IMPACT FEE RATES

<i>Home Style</i>	<i>Impact Fee</i>
Detached	
2 Bedroom	\$951.05
3 Bedroom	\$2,834.39
4 Bedroom	\$4,366.39
5 Bedroom	\$3,163.69
Attached	
2 Bedroom	\$716.18
3 Bedroom	\$1,490.06
4 Bedroom	\$2,491.85
Apartment	
1 Bedroom	\$15.74
2 Bedroom	\$670.70
3 Bedroom	\$1,876.81

MA/jl

LAKE VILLA COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 41
IMPACT FEE TABLE

Homestyles # of K-5 Students	# of 6-8 Students	Sq. Feet	Total Acreage	Total Acreage Costs	Capital Costs	Max. Impact Fee
2 Bedroom Detached	0.136	0.048	18.34	0.004	\$333.60	\$2,383.68
3 Bedroom	0.369	0.173	54.45	0.014	\$1,020.60	\$7,078.02
4 Bedroom	0.530	0.298	83.96	0.021	\$1,599.60	\$10,875.80
5 Bedroom Attached	0.345	0.248	60.40	0.016	\$1,187.10	\$7,852.00
2 Bedroom	0.088	0.048	13.73	0.003	\$261.60	\$1,784.64
3 Bedroom	0.234	0.058	28.84	0.007	\$507.60	\$3,748.72
4 Bedroom Apartment	0.322	0.154	47.85	0.012	\$698.80	\$8,220.76
1 Bedroom	0.002	0.001	0.30	0.000	\$5.70	\$39.26
2 Bedroom	0.086	0.042	12.88	0.003	\$242.40	\$1,673.88
3 Bedroom	0.234	0.123	35.99	0.009	\$683.10	\$4,679.22

Proposed:

75% of Max. Min. Impact Fee.	\$951.05	+55%
	\$2,834.87	+55
	\$4,366.39	+47
	\$3,163.69	+52
	\$716.18	
	\$1,490.06	
	\$2,491.85	
	\$16.74	
	\$670.70	
	\$1,876.81	

Proposed:

Sample Calculation:

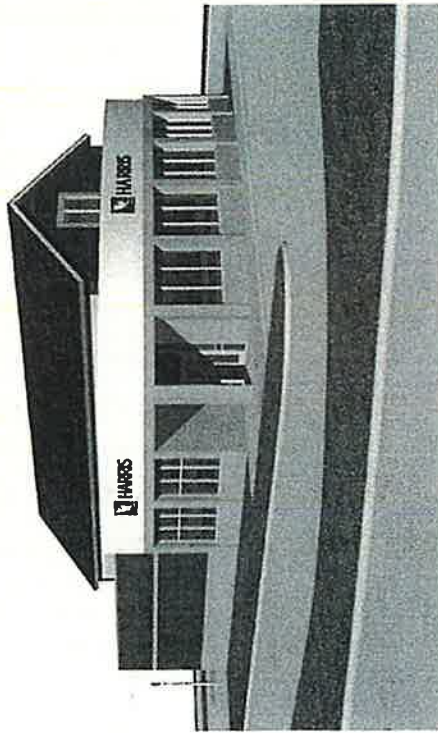
3 Bedroom Detached Single Family
Capital Impact Fee
(0.369) * (96) + (0.173) * (110) = 54.45 Sq. Ft.
(54.45) * (\$130) = \$7,079.02
Cash in Lieu of Land
(0.369) * (0.020) + (0.173) * (0.036) = 0.014 acres
(0.014) * (\$75,000) = \$1,020.60
Maximum Impact Fee
\$7079.02 + \$1020.60 = \$8099.62
Minimum Impact Fee
\$8099.62 * 35% = \$2834.87

Constants:
96 Sq. Ft. / K-5 Student
110 Sq. Ft. / 6-8 Student
0.020 Acres / K-5 Student
0.036 Acres / 6-8 Student
\$130,000 / Sq. Ft. for Capital Costs
\$75,000.00 / Acre
Minimum Fee = 35% of Maximum Fee

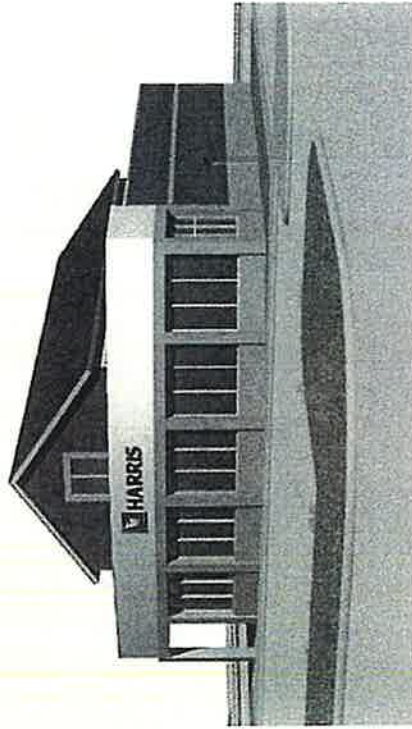
Proposed:

Price Policy 2017

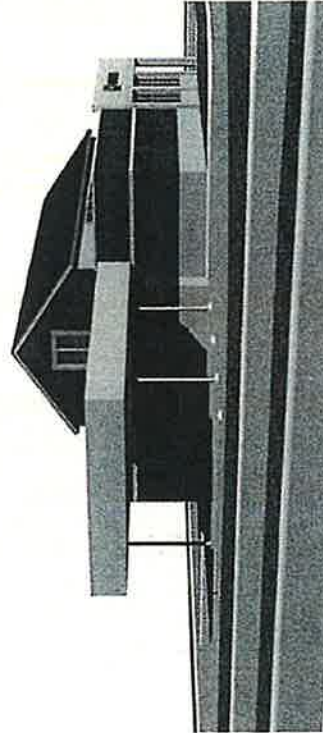
max min fee etc



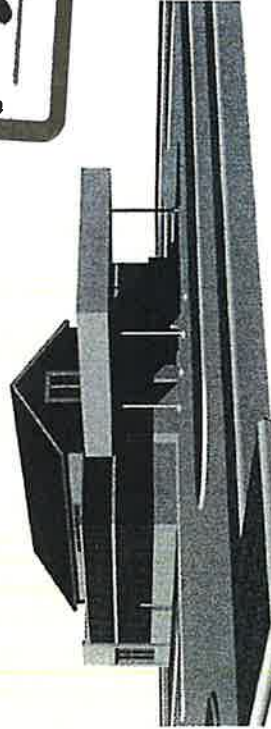
View from Northeast



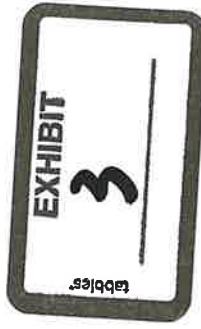
View from Northwest



View from Southeast



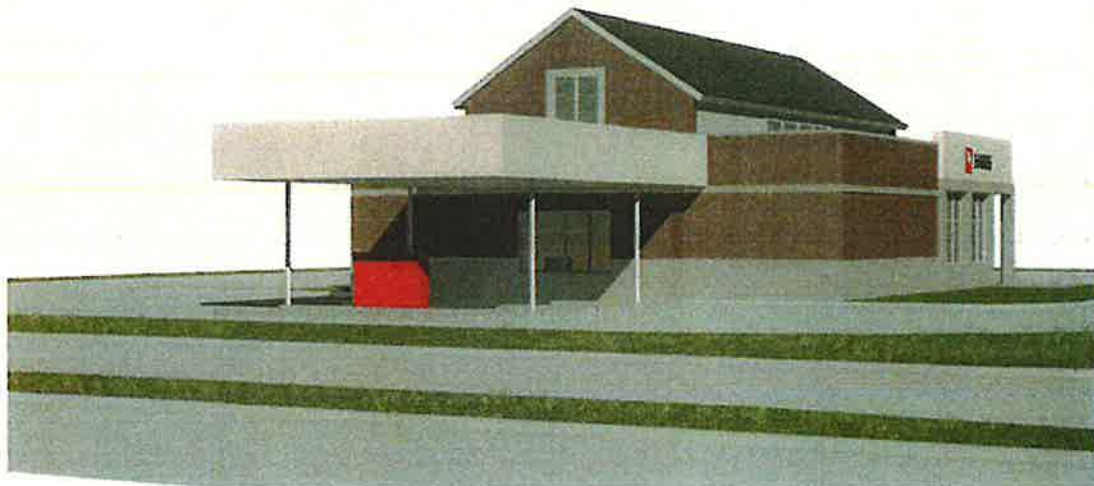
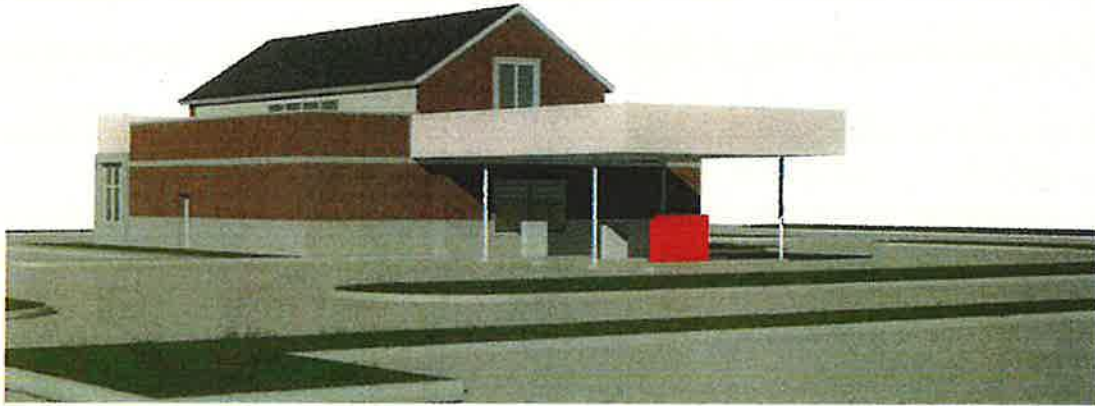
View from Southwest



**HARRIS
BANK.**

**Harris Bank Lake Villa
Building Perspectives
Scale: N.T.S.
February 05 2004
Lake Villa, Illinois**

**V A L E R I O
D E W A L T
T R A I N**



Harris Bank Building Perspectives
Grand Avenue and Deep Lake Road Scale : N.T.S.
Lake Villa, Illinois January 09, 2004

V A L E R I O
D E W A L T
T R A I N



Side Elevation

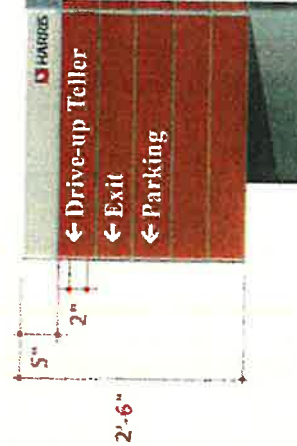


Front Elevation

4



Side Elevation



Front Elevation

5



Side Elevation



Front Elevation

6



Side Elevation



Front Elevation

7



HARRIS BANK

Harris Bank Building Perspectives
Deep Lake Road Scale: N.T.S.
Lake Villa, Illinois February 05, 2004



V A L E R I O
D E W A L T
T R A I N

4



5



6



7



Side Elevation

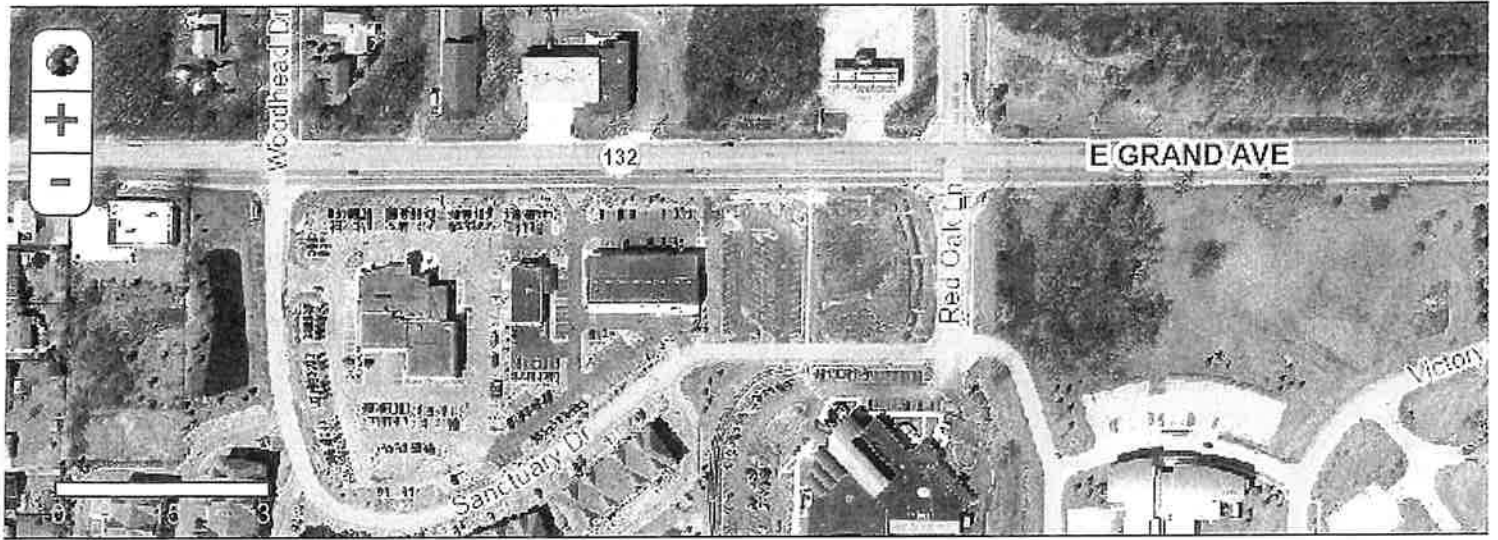
Front Elevation

Back Elevation



Harris Bank Directional Signage
 Grand Avenue and Deep Lake Road Scale: N.T.S.
 Lake Villa, Illinois January 09, 2004

V A L E R I O
 D E W A L T
 T R A I N



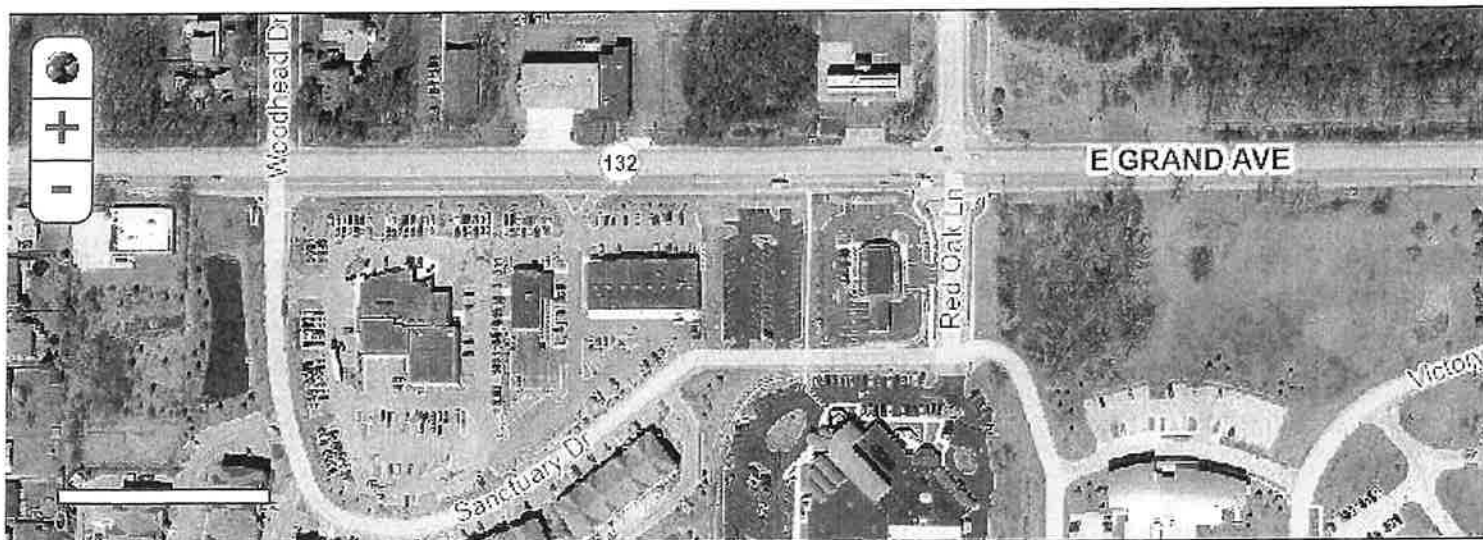
Play

1939 1946 1961 1974 1980 1993 1997 2000 2002 2004 2005 2006 2007 2008 2009 2010 2011 2012 2014 2015

EXHIBIT
 5A

985 east Grand Avenue Lake Villa

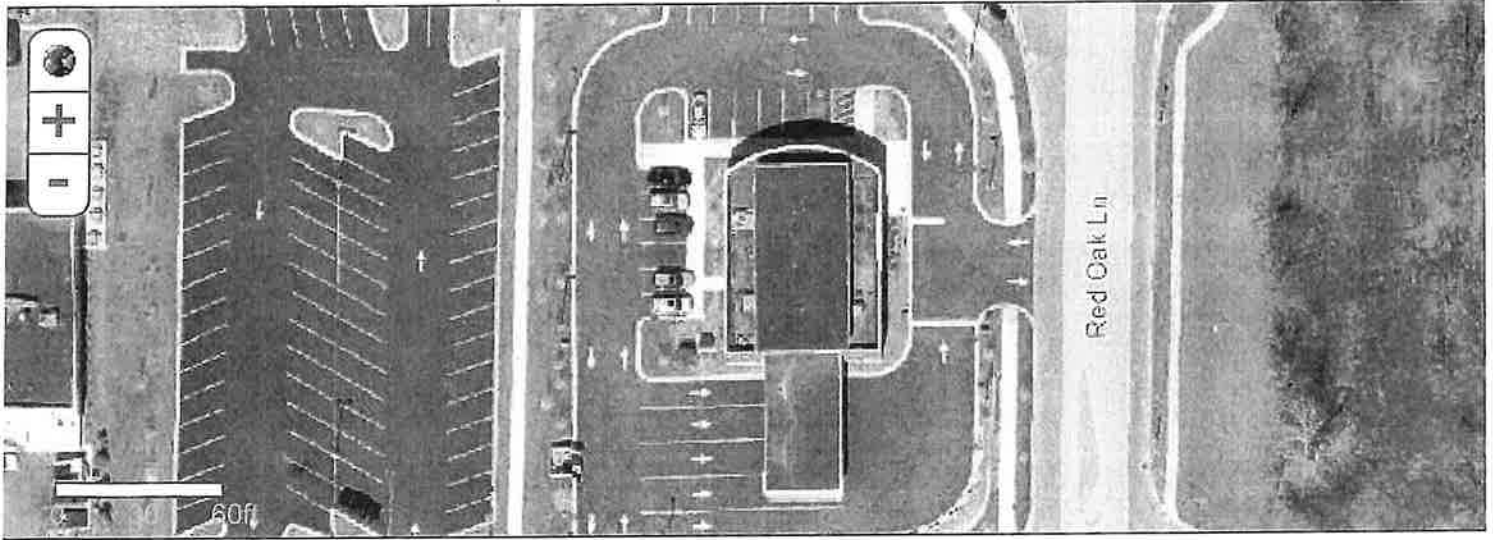
Search



Play

193919461961197419801993199720002002200420052006200720082009201020112012201420

EXHIBIT
tabbles
5B



Play

1939 1946 1961 1974 1980 1993 1997 2000 2002 2004 2005 2006 2007 2008 2009 2010 2011 2012 2014 2015

EXHIBIT
 5C

2

PARID: 0603101080
NBHD: 9505000
M/B MAHONEY REAL ESTATE HOLDINGS, LLC
Tax Year: 2024 (Taxes Payable in 2025).

ASSESSOR #: 049
ROLL: RP
875 E GRAND AVE

Select Tax Year on the right:

Values History

Asmt Year	Pay Year	Class	Land AV	Building AV	Total AV	Land MV	Bldg MV	Total MV	Taxable EAV	Value Change	Reason
2024	2025	COM	\$72,158	\$80,497	\$152,655	\$216,496	\$241,515	\$458,011	\$152,655	3	– SA Equalization
2023	2024	COM	\$70,839	\$79,025	\$149,864	\$212,538	\$237,099	\$449,637	\$149,864	3	– SA Equalization
2022	2023	COM	\$69,477	\$77,506	\$146,983	\$208,452	\$232,541	\$440,993	\$146,983	3	– SA Equalization
2021	2022	COM	\$67,937	\$75,787	\$143,724	\$203,831	\$227,384	\$431,215	\$143,724	3	– SA Equalization



3

PARID: 0603101079
NBHD: 9505000
LAKE VILLA HOLDINGS LLC
Tax Year: 2024 (Taxes Payable in 2025).

ASSESSOR #: 049
ROLL: RP
855 E GRAND AVE
Select **Tax Year** on the right:

Values History

Asmt Year	Pay Year	Class	Land AV	Building AV	Total AV	Land MV	Bldg MV	Total MV	Taxable EAV	Value Change	Reason
2024	2025	COM	\$245,225	\$294,734	\$539,959	\$735,749	\$884,290	\$1,620,039	\$539,959	3	- SA Equalization
2023	2024	COM	\$240,742	\$289,346	\$530,088	\$722,298	\$868,125	\$1,590,423	\$530,088	3	- SA Equalization
2022	2023	COM	\$236,114	\$283,784	\$519,898	\$708,413	\$851,437	\$1,559,850	\$519,898	3	- SA Equalization
2021	2022	COM	\$230,881	\$306,277	\$537,158	\$692,712	\$918,923	\$1,611,635	\$537,158	3	- SA Equalization

PARID: 0603101064
NBHD: 9505040
SANCTUARY OF LK VILLA GDB LLC &
Tax Year: 2024 (Taxes Payable in 2025).

4

ASSESSOR #: 049
ROLL: RP
0 SANCTUARY DR
Select Tax Year on the right:

Values History

Asmt Year	Pay Year	Class	Land AV	Building AV	Total AV	Land MV	Bldg MV	Total MV	Taxable EAV	Value Change Reason
2024	2025	COM	\$709,628	\$3,586,748	\$4,296,376	\$2,129,097	\$10,761,320	\$12,890,417	\$4,296,376	3 – SA Equalization
2023	2024	COM	\$696,657	\$3,521,183	\$4,217,840	\$2,090,180	\$10,564,605	\$12,654,785	\$4,217,840	42 – BR Decrease
2022	2023	COM	\$549,245	\$3,641,131	\$4,190,376	\$1,647,900	\$10,924,485	\$12,572,385	\$4,190,376	3 – SA Equalization
2021	2022	COM	\$537,067	\$3,560,399	\$4,097,466	\$1,611,362	\$10,682,265	\$12,293,627	\$4,097,466	3 – SA Equalization

PARID: 0234301039
NBHD: 9505000
AMOCO OIL COMPANY
Tax Year: 2024 (Taxes Payable in 2025).

ASSESSOR #: 049
ROLL: RP
980 E GRAND AVE
Select **Tax Year** on the right:

Values History

Asmt Year	Pay Year	Class	Land AV	Building AV	Total AV	Land MV	Bldg MV	Total MV	Taxable EAV	Value Change Reason
2024	2025	COM	\$123,903	\$81,422	\$205,325	\$371,746	\$244,290	\$616,036	\$205,325	3 – SA Equalization
2023	2024	COM	\$121,638	\$79,934	\$201,572	\$364,950	\$239,826	\$604,776	\$201,572	3 – SA Equalization
2022	2023	COM	\$119,300	\$78,397	\$197,697	\$357,936	\$235,215	\$593,151	\$197,697	3 – SA Equalization
2021	2022	COM	\$116,655	\$76,659	\$193,314	\$350,000	\$230,000	\$580,000	\$193,314	2 – BOR Decision

PARID: 0234301038
NBHD: 9505000
BP PRODUCTS NORTH AMERICA INC
Tax Year: 2024 (Taxes Payable in 2025).

6
ASSESSOR #: 049
ROLL: RP
0 E GRAND AVE

Select **Tax Year** on the right:

Values History

Asmt Year	Pay Year	Class	Land AV	Building AV	Total AV	Land MV	Bldg MV	Total MV	Taxable EAV	Value Change Reason
2024	2025	COM	\$106,204	\$0	\$106,204	\$318,644	\$0	\$318,644	\$106,204	3 – SA Equalization
2023	2024	COM	\$104,262	\$0	\$104,262	\$312,817	\$0	\$312,817	\$104,262	3 – SA Equalization
2022	2023	COM	\$102,258	\$0	\$102,258	\$306,805	\$0	\$306,805	\$102,258	3 – SA Equalization
2021	2022	COM	\$99,990	\$0	\$99,990	\$300,000	\$0	\$300,000	\$99,990	2 – BOR Decision



PARID: 0234301032
 NBHD: 9505000
 STATE BANK OF ANTIOCH
 Tax Year: 2024 (Taxes Payable in 2025).

ASSESSOR #: 049
 ROLL: RP
 850 E GRAND AVE
 Select **Tax Year** on the right:

Values History

Asmt Year	Pay Year	Class	Land AV	Building AV	Total AV	Land MV	Bldg MV	Total MV	Taxable EAV	Value Change Reason
2024	2025	COM	\$59,116	\$163,977	\$223,093	\$177,366	\$491,980	\$669,346	\$223,093	3 – SA Equalization
2023	2024	COM	\$58,036	\$160,980	\$219,016	\$174,125	\$482,988	\$657,113	\$219,016	3 – SA Equalization
2022	2023	COM	\$56,920	\$157,885	\$214,805	\$170,777	\$473,702	\$644,479	\$214,805	3 – SA Equalization
2021	2022	COM	\$55,658	\$154,384	\$210,042	\$166,991	\$463,198	\$630,189	\$210,042	3 – SA Equalization

PARID: 0603100002
NBHD: 9505000
ILLINOIS BELL TELEPHONE COMPANY
Tax Year: 2024 (Taxes Payable in 2025).

8

ASSESSOR #: 049
ROLL: RP
803 E GRAND AVE
Select **Tax Year** on the right:

Values History

Asmt Year	Pay Year	Class	Land AV	Building AV	Total AV	Land MV	Bldg MV	Total MV	Taxable EAV	Value Change Reason
2024	2025	COM	\$114,348	\$132,389	\$246,737	\$343,078	\$397,207	\$740,285	\$246,737	3 – SA Equalization
2023	2024	COM	\$112,258	\$129,969	\$242,227	\$336,808	\$389,946	\$726,754	\$242,227	3 – SA Equalization
2022	2023	COM	\$110,100	\$127,471	\$237,571	\$330,333	\$382,451	\$712,784	\$237,571	3 – SA Equalization
2021	2022	COM	\$102,276	\$118,412	\$220,688	\$306,859	\$355,272	\$662,131	\$220,688	3 – SA Equalization

FIRST AMENDMENT TO REAL PROPERTY PURCHASE AGREEMENT

This First Amendment to the Real Property Purchase Agreement (this “**Amendment**”) is made and entered into as of the Effective Date (as defined in Section 9 herein) by and among **Matthew A. Kaufman** and **Michelle E. Kaufman**, husband and wife (collectively, “**Seller**”) and **First American Bank**, an Illinois banking corporation (“**Buyer**”).

RECITALS:

A. Seller and Buyer are parties to that certain Real Property Purchase Agreement with an Effective Date of [REDACTED], 2025 (the “**Agreement**”) relating to the sale and purchase of certain property described as approximately 0.932 acres of land and improvements located at 985 E. Grand Avenue, Village of Lake Villa (“**Village**”), Lake County, Illinois, as shown on Exhibit A and legally described on Exhibit B of the Agreement.

B. The Village has determined that neither the Property nor the previous bank that used and operated the Property obtained a conditional use permit (“**CUP**”) to legally use and operate the four drive-through teller lanes located on the Property (“**Drive-Through Lanes**”).

C. Buyer remains interested in purchasing the Property but is only willing to proceed to purchase the Property if Buyer is legally able to use and operate the Drive-Through Lanes on the Property pursuant to valid and enforceable CUP.

D. Seller and Buyer are willing to modify the Agreement as provided herein and Seller is willing to extend the Contingency Period provided for under the Agreement to allow Buyer to attempt to obtain a CUP for the Drive-Through Lanes.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and to induce Buyer to proceed to obtain a CUP for the Drive-Through Lanes, Buyer and Seller hereby agree as follows:

1. Recitals, Capitalized Terms. The foregoing recitals are acknowledged to be accurate and are incorporated herein by reference. Capitalized terms used in this Amendment but not otherwise defined herein shall have the meanings given to such terms in the Agreement.

2. Revised BMO Bank Termination Agreement. Seller agrees to use commercially reasonable efforts to obtain and deliver to Buyer a revised agreement from BMO Bank N.A. (“**Revised BMO Bank Lease Termination Agreement**”), providing for an extension of the termination date of BMO Bank N.A. lease of the Property after [REDACTED], 2025 (as provided under the existing Third Amendment to Lease) and on or before the Closing Date (as defined in Section 4 of this Amendment).

3. Inspection Period. The “**Inspection Period**”, as defined in Section 4.(a) of the Agreement, is hereby extended to [REDACTED], 2025. All references in the Agreement to the “**Inspection Period**” shall mean and refer to the [REDACTED], 2025 date. Buyer acknowledges and agrees that except for the CUP, it is satisfied with the results of its due diligence and third party reports received with respect to the Property and waives its right to terminate the Agreement pursuant to Section 4.(d) of the Agreement, except by reason of the CUP. Buyer only shall have the right to terminate the Agreement pursuant to Section 6.(c) of this Amendment during the Inspection Period (a) if Buyer is unable to obtain a valid and legally

binding CUP from the Village allowing Buyer to use and operate the Drive-Through Lanes on the Property, subject to such conditions and limitations that are acceptable to Buyer in its sole discretion, or (b) if Seller is unable to obtain and deliver to Buyer during the Inspection Period the Revised BMO Bank Lease Termination Agreement which provides for a termination of such lease on or before the Closing Date.

4. Closing Date. Provided the Agreement is not terminated as provided in this Amendment, the "**Closing Date**", as defined in Section 6.(a) of the Agreement, is amended to be the date [REDACTED], 2025. All references in the Agreement to the "**Closing Date**" shall mean and refer to the [REDACTED], 2025 date. The Closing Date may be extended if any of the reasons set forth in the last sentence of Section 6.(a) of the Agreement are applicable. The Closing Date may be an earlier date if agreed to in writing by Seller and Buyer.

5. Closing Credit. In consideration of the cost and expense to be paid or incurred by Buyer's in connection with Buyer's efforts to obtain the CUP, Seller agrees to allow a credit of [REDACTED] against the Purchase Price at Closing.

6. Prosecution of CUP.

(a) Seller agrees to cooperate with Buyer's efforts to obtain a CUP for the Property and/or Buyer's proposed use of the Drive-Through Lanes on the Property, including the execution and delivery of applications and letters of concurrence/authorization, promptly following Buyer's request therefor.

(b) Seller acknowledges and agrees that any CUP for the Property may be obtained in Seller's names as the current owner of the Property shall be transferrable to Buyer upon the Closing. Alternatively, Seller agrees that Buyer may obtain a CUP in its own name with respect to the Property.

(c) If for any reason (i) the Village does not issue the CUP, (ii) the Village requires or imposes conditions relating to the CUP that are not acceptable to Buyer in its sole and absolute discretion, (iii) Buyer determines in its sole and absolute discretion to abandon or withdrawal the application for the CUP, or (iv) Seller does not obtain and deliver to Buyer during the Inspection Period the Revised BMO Bank Lease Termination Agreement, Buyer shall have the right to terminate the Agreement by giving written notice of such termination to Seller. If Buyer so terminates the Agreement, Buyer shall be entitled to the immediate refund of the Deposit and all interest earned thereon, and Seller agrees to direct the Title Company consistent with the foregoing. After Buyer receives the Deposit, the Agreement shall be null and void and of no further force or effect and neither of Buyer or Seller shall have any further rights, obligations or liabilities hereunder, except to the extent any of the specific provisions of the Agreement expressly provide for survival after termination of the Agreement.

7. Applicable Law. This Amendment shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Illinois.

8. Attorney's Fees. In the event of any litigation between Buyer and Seller arising under or in connection with this Amendment, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party.

9. Date of Amendment; Dates. If this Amendment is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it to the other party. In such event, said offer may be revoked by the first party that executed this Amendment prior to the time a fully executed copy or original of this Amendment has been delivered to such first party. The "**Effective Date**" of this Amendment shall be the date upon which it is accepted by the last party to sign this Amendment.

Whenever the last day for the exercise of any privilege or the performance of any duty hereunder shall fall upon a Saturday, Sunday or any United States or State holiday, the party having such privilege or duty shall have until 11:59 p.m. Local Time on the next succeeding Business Day to exercise such privilege or to discharge such duty.

10. No Construction Against Preparer. No provision of this Amendment shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

11. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUYER AND SELLER HERETO SHALL, AND THEY HEREBY DO, INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF BUYER AND SELLER HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AMENDMENT OR THE AGREEMENT AND/OR ANY CLAIM OR INJURY OR DAMAGE RELATED THERETO. SELLER AND BUYER EACH FURTHER WAIVES THE RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM THE OTHER PARTY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, THIS AMENDMENT AND/OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO.

12. Availability of Legal Counsel. Seller acknowledges, represents and warrants to Buyer as follows: (a) Seller has been afforded the opportunity to be represented by counsel of its choice in connection with the preparation, negotiation and execution of this Amendment and the obligations of the Seller provided for in this Amendment and has had ample opportunity to read, review, and understand the provisions of this Amendment; (b) Seller has voluntarily elected not to retain legal counsel; (c) Seller is a sophisticated owner, operator and user of commercial real estate and has sufficient knowledge, expertise and experience to represent itself in the commercial real estate transaction represented by the Agreement as amended by this Amendment; (d) Buyer is represented by Duane Morris, LLP as legal counsel with respect to the preparation, submission and negotiation of this Amendment and that such law firm is representing only Buyer's interests in the transaction represented by this Amendment; and (e) Duane Morris, LLP is not representing Seller or Seller's interests in the transaction contemplated by this Agreement, as amended by this Amendment, notwithstanding that Duane Morris, LLP may (but shall not be obligated to) assist the parties in performing certain administrative matters, such as the establishment of an earnest money escrow arrangement with the Title Company, procuring the Title Documents, and the closing and consummation of the transactions contemplated by the Agreement, as amended by this Amendment, which may include certain administrative matters customarily performed by Seller's legal counsel. Any such assistance shall not modify or extend any time periods set forth in this Amendment for Seller's performance. Seller acknowledges and agrees that neither Buyer nor Buyer's legal counsel shall be any obligation whatsoever to perform or assist in the performance of any of Seller's duties or obligations set forth in this Amendment. If and to the extent Buyer or Buyer's legal counsel assists Seller in the performance of any of Seller's duties and obligations required under this Amendment, such assistance shall not modify, release or otherwise affect Seller's obligation to perform, or be used or asserted by Seller as the basis for, or defense to, any failure of Seller to have performed, Seller's duties and obligations required under this Amendment in strict accordance with the terms and provisions set forth in this Amendment.

13. No Other Changes. Except as herein provided, all of the terms and provisions of the Agreement are and shall remain in full force and effect and unmodified, and are hereby ratified, confirmed and reaffirmed.

14. Successors and Assigns. The terms and provisions of this Amendment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

15. Counterparts. This Amendment may be executed in several counterparts, and all such separate counterparts shall constitute one and the same Amendment, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart. Delivery of this Amendment by electronic transmission shall be deemed to effective delivery.

IN WITNESS WHEREOF, this First Amendment to the Real Property Purchase Agreement has been executed and delivered by Seller and Buyer as of the date set forth above.

SELLER:



Matthew A. Kaufman



Michelle E. Kaufman

Date of Execution by Sellers:

_____, 2025

BUYER:

FIRST AMERICAN BANK, an Illinois
banking corporation

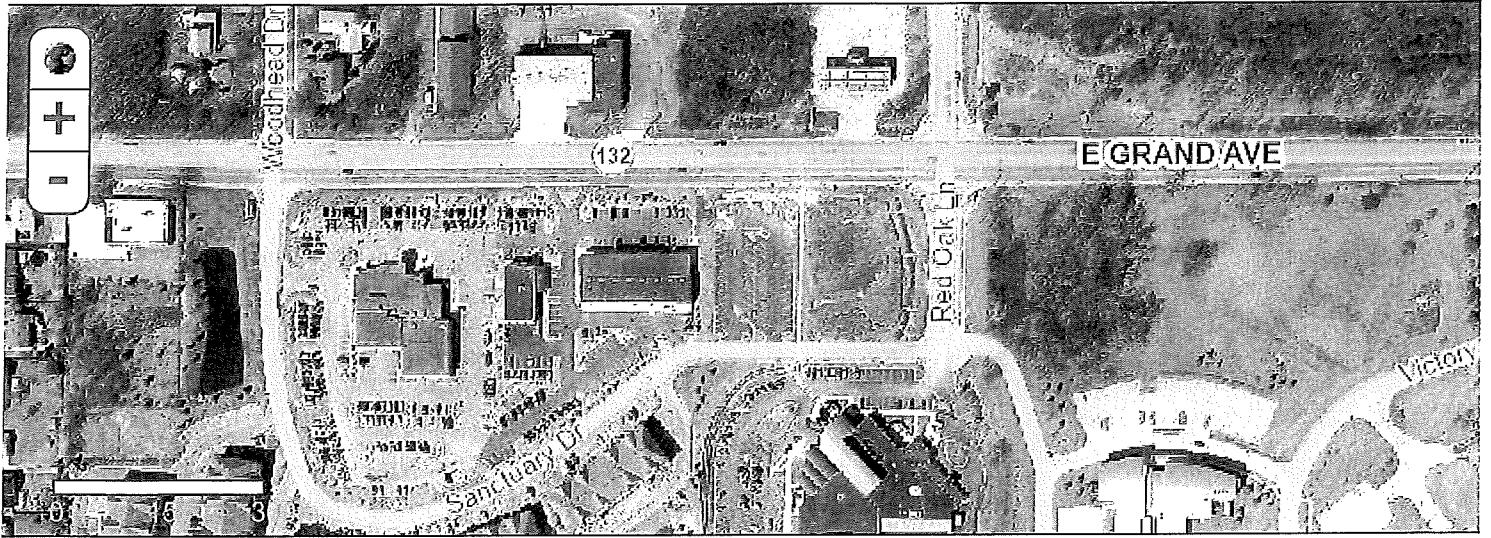
By: 

Name: John Olsen

Its: Executive Vice President

Date of Execution by Buyer:

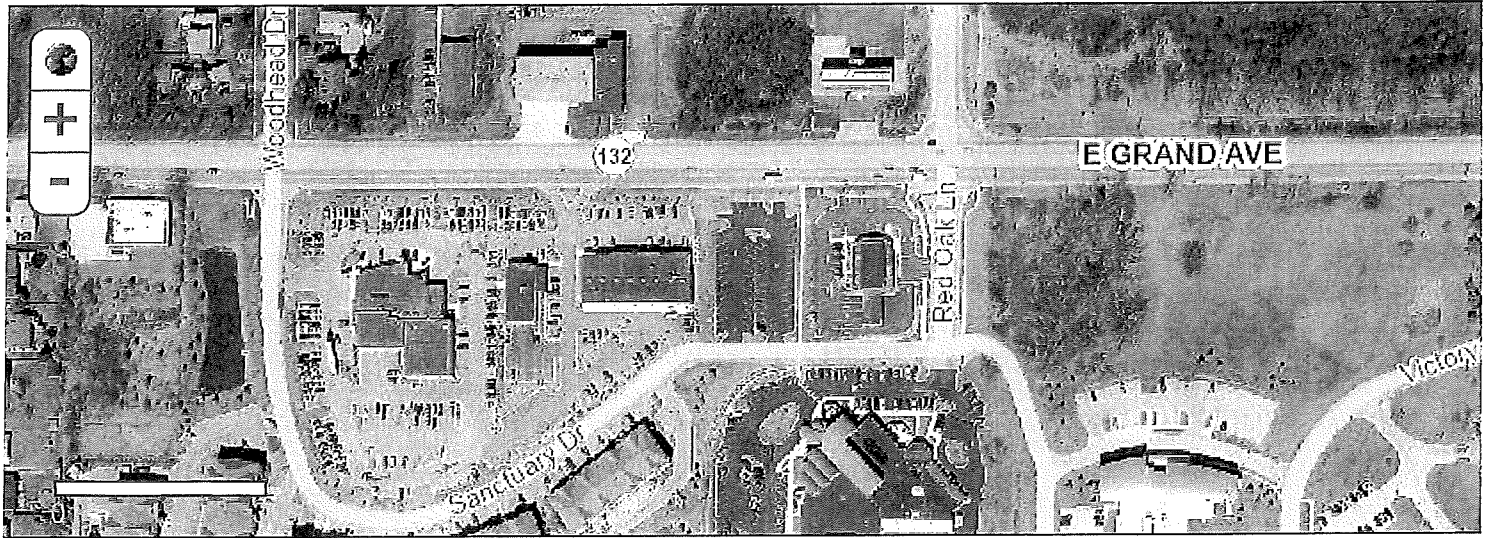
_____, 2025



Play

1939 1946 1961 1974 1980 1993 1997 2000 2002 2004 2005 2006 2007 2008 2009 2010 2011 2012 2014





Play

1939 1946 1961 1974 1980 1993 1997 2000 2002 2004 2005 2006 2007 2008 2009 2010 2011 2012 2014 20



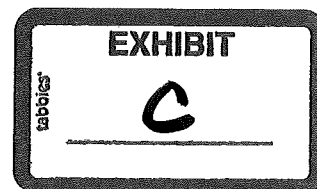
985 east Grand Avenue Lake Vill

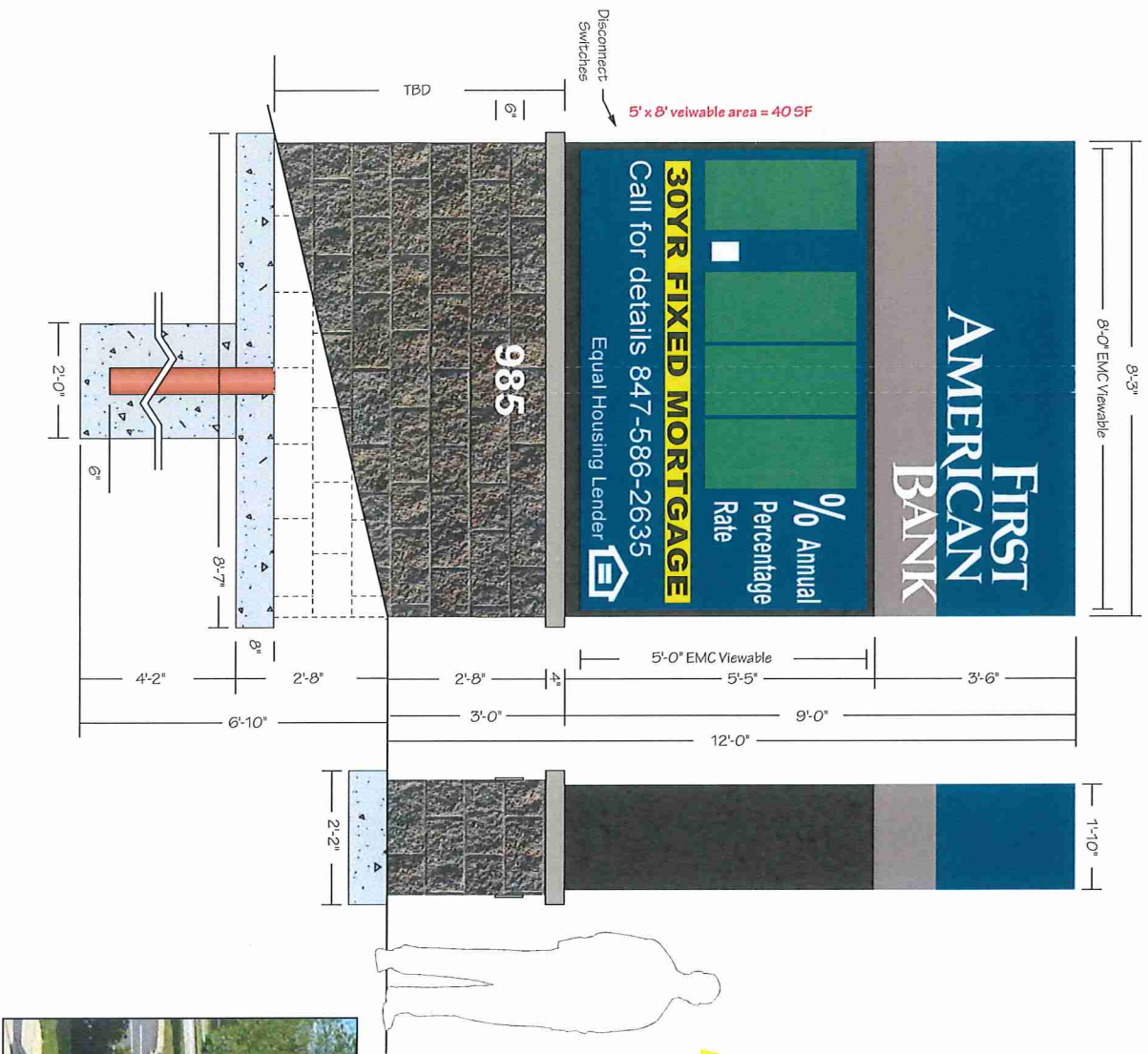
Search



Play

1939 1946 1961 1974 1980 1993 1997 2000 2002 2004 2005 2006 2007 2008 2009 2010 2011 2012 2014 2016





- (1) 9'-0" x 8'-3" x 1'-10" Double Face Illuminated Monument Sign - 78 SF
- Cabinet: Fabricated Aluminum Painted PWS 281 Blue & FAB Med. Bronze (Mathews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
- Smooth Satin Finish
- Faces: 125" Aluminum Painted PWS 281 Blue & FAB Med. Bronze (Mathews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
- Smooth Satin Finish
- First American Bank: Routed & Banded w/ #7328 White Acrylic
- EMC Urts: 5 x 8 WatchFire 10mm (150x240 matrix) Full Color
- Primary/Primary Configuration
- Fiber Optic Communication
- Illumination: White LEDs w/ 12V @OW 120/127V Power Supplies
- Power: (2) 20Amp @ 120Volt Electrical Circuits Run to Site by Others
- Base: CMU Block Rock Face - Match Building - 11BD
- Limestone Cap
- Address: 6" Tall x 3/8" thick Aluminum Painted Satin White - Stud Mounted
- Mounting: 5" Std. Steel Pipe Set into 2'-0" dia x 6'-10" deep Concrete Pier Foundation
- 8' D x 2'-0" W x 8'-7" L Reinforced Concrete Masonry Pad

NOTE: FIELD SURVEY REQUIRED PRIOR TO FABRICATION



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Parvin-Class
SIGN COMPANY
Design • Fabrication • Installation • Maintenance
1515hwy40drive • Conroistown • Illinois 60118
Tel:630-510-2020 • Fax:630-510-2074
e-mail:signs@parvinclass.com
www.parvinclass.com

PROJECT:
FIRST AMERICAN BANK
985 E. Grand Ave.
Lake Villa, IL 60046

CUSTOMER APPROVAL:
DATE _____
AUTHORIZED SIGNATURE _____

REPRESENTATIVE
DRAWN BY: Dan Olson / KZ
DATE: Bill Marlow

SCALE
1/2" = 1'

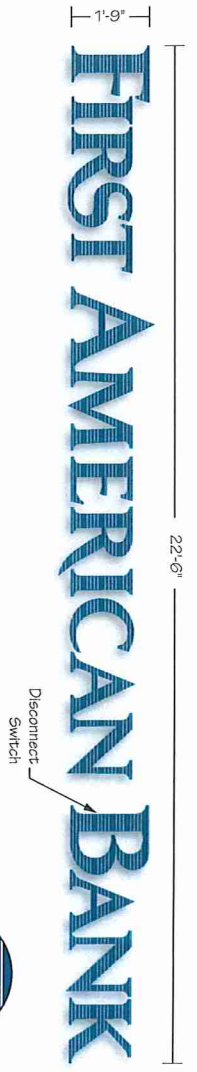
SHEET NO. 1 of 8
ESTIMATE / JOB NUMBER 16946
FILE NAME FAB16946

REVISIONS:

1	3.03.25
2	3.05.25
3	3.06.25
4	
5	
6	
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This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

NORTH ELEVATION



(1 set) 5" Deep Face Illuminated Channel Letters - 40 SF

Letter Returns: Fabricated Aluminum Painted FMS 288 C Blue - Smooth Satin Finish

Faces: #2447 White Acrylic w/ 3/4" Blue Trimcap

- 3M 3630-157 Sulfan Blue Translucent Vinyl Applied to Faces

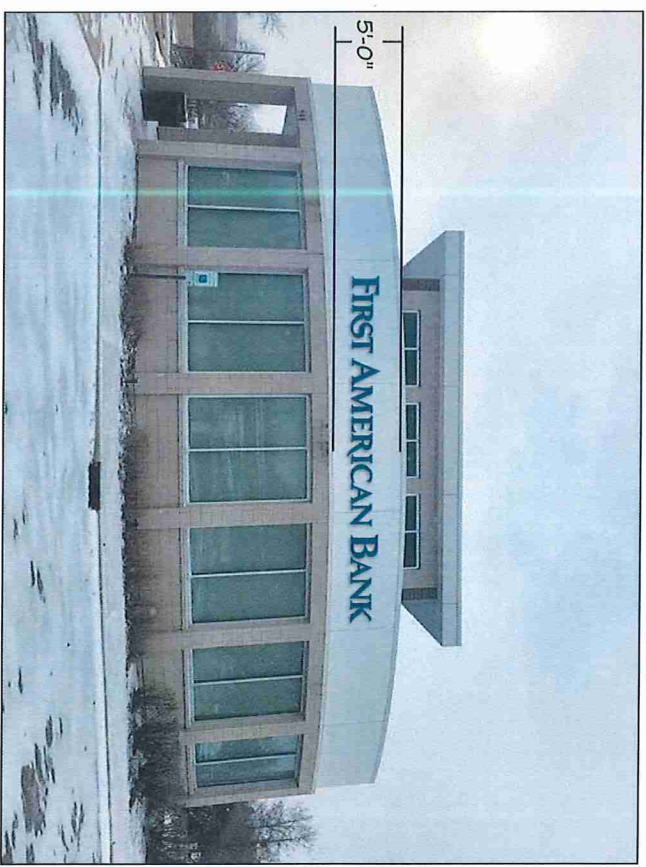
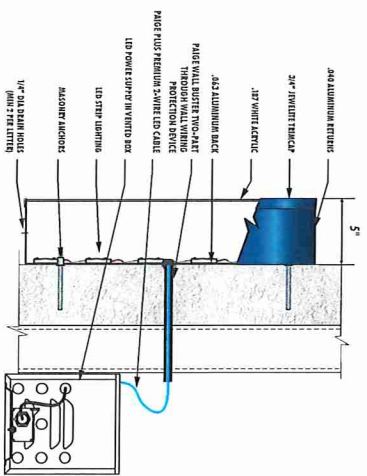
- 3/16" Horizontal Stripes w/ 1/16" Cut-Out Spaces

Power: Use Existing Electrical Circuit Run to Site by Others

Mounting: Flush to Building with Appropriate Anchors for Wall Construction



DETAIL OF STRIPES ON LETTERS
NOT TO SCALE



Parvin-Clauss
SIGN COMPANY
Pader • Fabrication • Installation • Maintenance
1651HubwayDriver-CrotonStroom•Illinois60188
Tel:630.510.2020 • Fax:630.510.2074
e-mail:signs@parvinclauss.com
www.parvinclauss.com

FIRST AMERICAN BANK

985 E. Grand Ave.
Lake Villa, IL 60046

CUSTOMER APPROVAL:

DATE _____
AUTHORIZED SIGNATURE _____
REPRESENTATIVE
Dan Oleon / KZ

DRAWN BY
Bill Marlow

DATE
2.26.25

SCALE
3/8" = 1'

SHEET NO.
2 of 8

ESTIMATE / JOB NUMBER
16946

FILE NAME
FAB16946

REVISIONS:

1	3.03.25
2	3.05.25
3	3.06.25
4	
5	
6	
7	
8	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



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EAST ELEVATION

24'-3"
 1'-10 1/2"
FIRST AMERICAN BANK
 Disconnect Switch

(1 set) 5" Deep Face Illuminated Channel Letters - 45, 50 SF

Letter Returns: Fabricated Aluminum Painted PMS 288 C Blue - Smooth Satin Finish

Faces: #2447 White Acrylic w/ 3/4" Blue Trincap

- 3M 3630-157 Sultan Blue Translucent Vinyl Applied to Faces

- 3/16" Horizontal Stripes w/ 1/16" Cut-Out Spaces

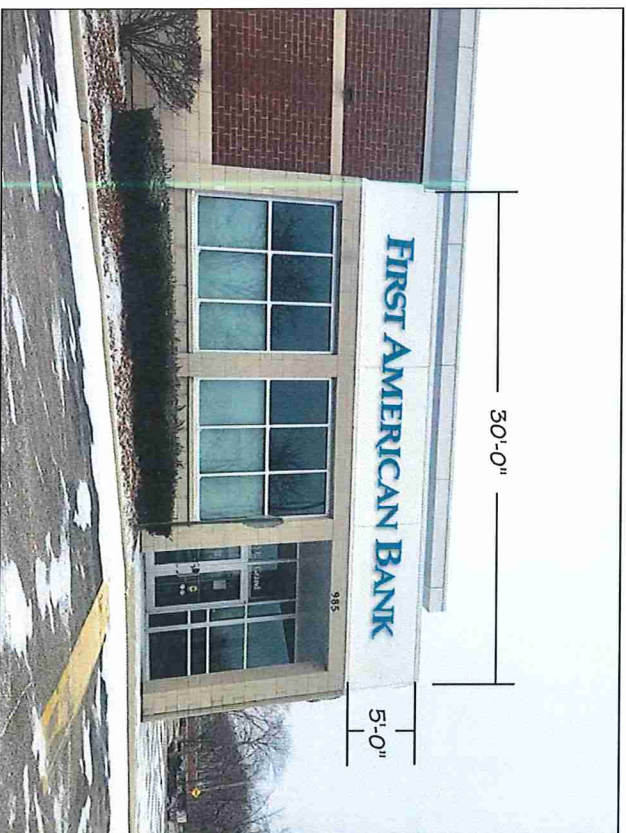
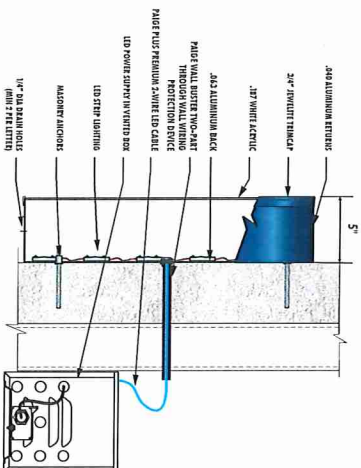
Illumination: White LEDs w/ 12V 60W 120V/277V Power Supplies

Power: Use Existing Electrical Circuit Run to Site by Others

Mounting: Flush to Building with Appropriate Anchors for Wall Construction



DETAIL OF STRIPES ON LETTERS
 NOT TO SCALE



Customer is responsible for providing sufficient power to the locations of illuminant signage.

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Parvin-Class
 SIGN COMPANY

Design • Fabrication • Installation • Maintenance
 14518NewWayDrive • ConcordStrom • Illinois60188
 Tel:630-510-2020 • Fax:630-510-2074
 e-mail:info@parvinclass.com
 www.parvinclass.com

PROJECT:

FIRST AMERICAN BANK

985 E. Grand Ave.
 Lake Villa, IL 60046

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

DRAWN BY Dan Olson / KZ

DATE Bill Marlow

SCALE 2.26/25

SHEET NO. 3/8" = 1'

ESTIMATE / JOB NUMBER 3 of 8

FILE NAME 10946

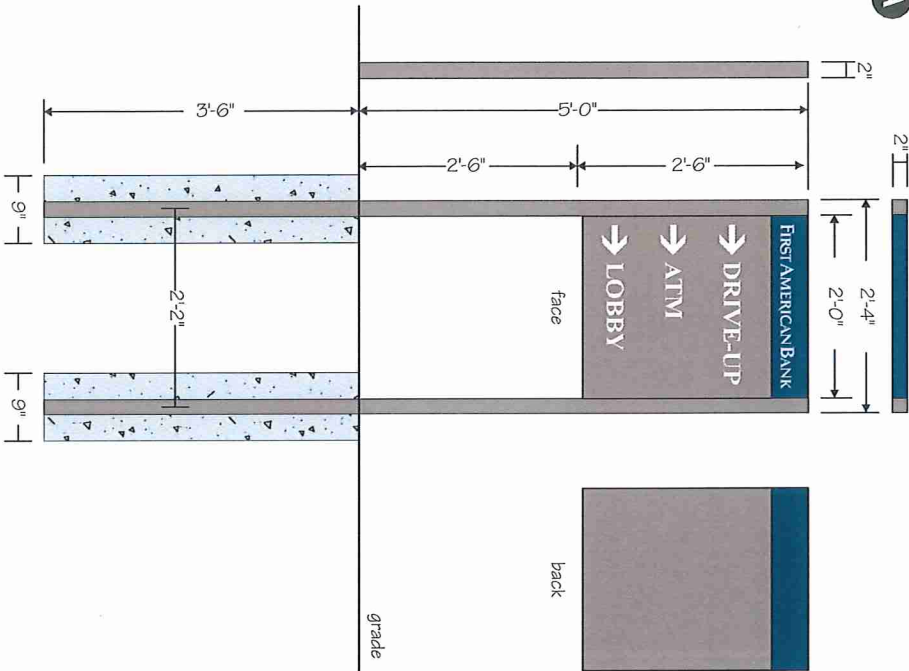
10946

REVISIONS:

1	3.03.25
2	3.05.25
3	3.06.25
4	
5	
6	
7	
8	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

A



- (1) 2'-6" x 2'-0" x 2" Single Face Post & Panel Sign
- Panel: Fabricated Aluminum Painted PMS 288 Blue & FAB Med. Bronze
(Matthews 98573 N Satin - V 1.0 422 H-4; to match AKZO - 422 H-4)
- Smooth Satin Finish
- Faces: .080" Aluminum Painted PMS 281 Blue & FAB Med. Bronze
(Matthews 98573 N Satin - V 1.0 422 H-4; to match AKZO - 422 H-4)
- Smooth Satin Finish
- Graphics: 3M 7725-10 White Vinyl
- Posts: 2" x 2" Aluminum Painted FAB Med. Bronze
(Matthews 98573 N Satin - V 1.0 422 H-4; to match AKZO - 422 H-4)
- Mounting: Direct Bural in (2) 9" dia. x 3'-6" deep Concrete Foundation



Parvin-Clauss
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15150 Hwy Drive • Carol Stream • Illinois 60188
Tel: (630) 510-2020 • Fax: (630) 510-2074
e-mail: info@parvinclauss.com
www.parvinclauss.com

PROJECT:

FIRST AMERICAN BANK
905 E. Grand Ave.
Lake Villa, IL 60046

CUSTOMER APPROVAL:

DATE _____
AUTHORIZED SIGNATURE _____
REPRESENTATIVE
Dan Olson / KZ
DRAWN BY
Bill Marlow

DATE 2.26.25
SCALE 3/4" = 1'
SHEET NO. 4 of 8
ESTIMATE / JOB NUMBER 109446
FILE NAME FAB109446

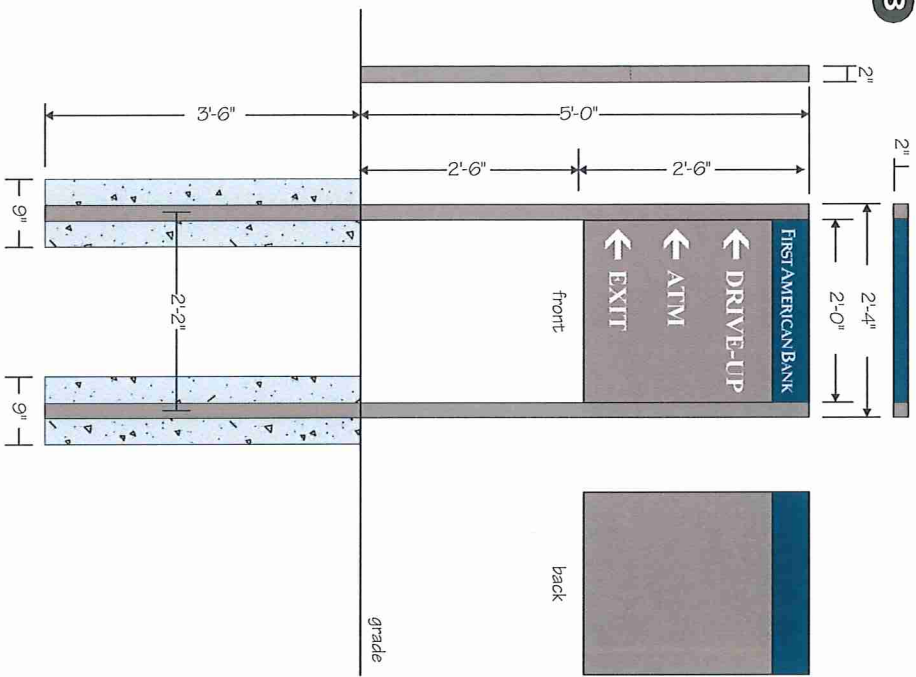
REVISIONS:

1	3.05.25	
2	3.05.25	
3	3.06.25	
4		
5		
6		
7		
8		



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B



- (1) 2'-6" x 2'-0" x 2" Single Face Post & Panel Sign
- Panel: Fabricated Aluminum Painted FMS 288 Blue & FAB Med. Bronze (Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4) - Smooth Satin Finish
- Face: 080" Aluminum Painted FMS 281 Blue & FAB Med. Bronze (Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4) - Smooth Satin Finish
- Graphics: 3M 7725-10 White Vinyl
- Posts: 2" x 2" Aluminum Painted FAB Med. Bronze (Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
- Mounting: Direct Burial in (2) 9" dia x 3'-6" deep Concrete Foundation



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e-mail: sales@parvinclauss.com
www.parvinclauss.com

PROJECT:

FIRST AMERICAN BANK

985 E. Grand Ave.
Lake Villa, IL 60046

CUSTOMER APPROVAL:

DATE _____

AUTHORIZED SIGNATURE _____

REPRESENTATIVE _____

DRAWN BY Dan Olson / KZ

DATE Bill Marlow

SCALE 2.26/25

SHEET NO. 3/4" = 1'

ESTIMATE / JOB NUMBER 5 of 8

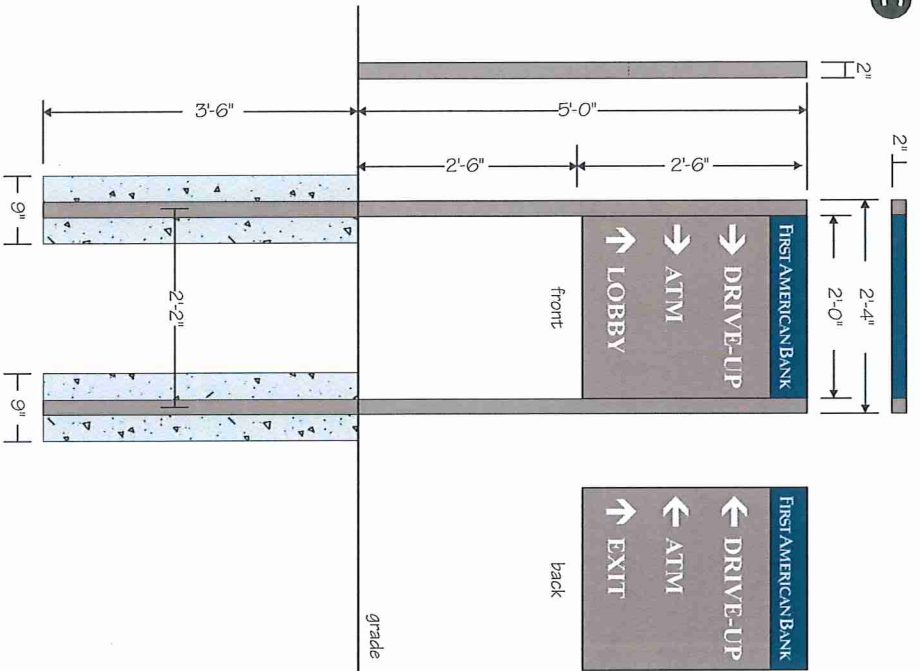
FILE NAME 10946

FAB16946

REVISIONS:

1	3.03.25
2	3.05.25
3	3.06.25
4	
5	
6	
7	
8	

C



(1) 2'-6" x 2'-0" x 2" Double Face Post & Panel Sign
Panel: Fabricated Aluminum Painted PMS 288 Blue & FAB Med. Bronze
 (Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
 - Smooth Satin Finish
Face: 080" Aluminum Painted PMS 281 Blue & FAB Med. Bronze
 (Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
 - Smooth Satin Finish
Graphics: 3M 7725-10 White Vinyl
Posts: 2" x 2" Aluminum Painted FAB Med. Bronze
 (Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
Mounting: Direct Bural In (2) 9" dia. x 5'-6" deep Concrete Foundation



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 14518w/Driver • Carol Stream • Illinois 60118
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 e-mail: info@parvinclauss.com
 www.parvinclauss.com

PROJECT:
FIRST AMERICAN BANK
 985 E. Grand Ave.
 Lake Villa, IL 60046

CUSTOMER APPROVAL:
 DATE _____
 AUTHORIZED SIGNATURE _____

REPRESENTATIVE: Dan Olson / KZ
DRAWN BY: Bill Marlow

DATE: 2.26.25

SCALE: 3/4" = 1'

SHEET NO.: 0 of 8

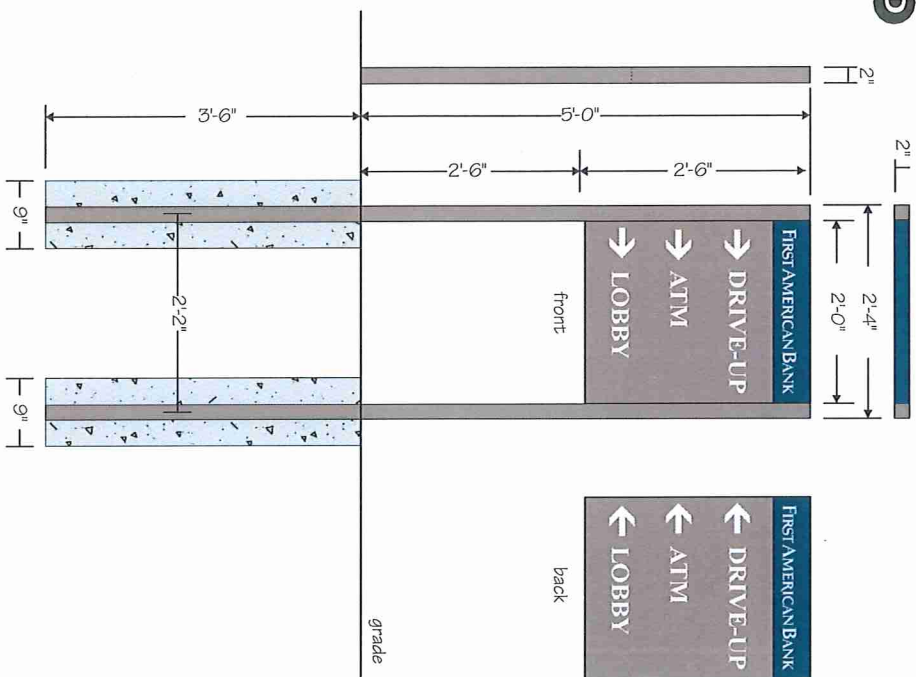
ESTIMATE / JOB NUMBER: 10946

FILE NAME: FAB10946

REVISIONS:

1	3.05.25
2	3.06.25
3	
4	
5	
6	
7	
8	

D



- (1) 2'-6" x 2'-0" x 2" Double Face Post & Panel Sign
- Panel: Fabricated Aluminum Painted PMS 288 Blue & FAB Med. Bronze
(Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
- Smooth Satin Finish
- Face: 080" Aluminum Painted PMS 281 Blue & FAB Med. Bronze
(Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
- Smooth Satin Finish
- Graphics : 3M 7725-10 White Vinyl
- Posts: 2" x 2" Aluminum Painted FAB Med. Bronze
(Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
- Mounting: Direct Burial In (2) 9" dia. x 3'-6" deep Concrete Foundation



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e-mail:info@parvinclaus.com
www.parvinclaus.com

PROJECT:

FIRST AMERICAN BANK
985 E. Grand Ave.
Lake Villa, IL 60046

CUSTOMER APPROVAL:

DATE _____

AUTHORIZED SIGNATURE _____

REPRESENTATIVE
Dan Olson / KZ

DRAWN BY
Bill Marlow

DATE
2,26,25

SCALE
3/4" = 1'

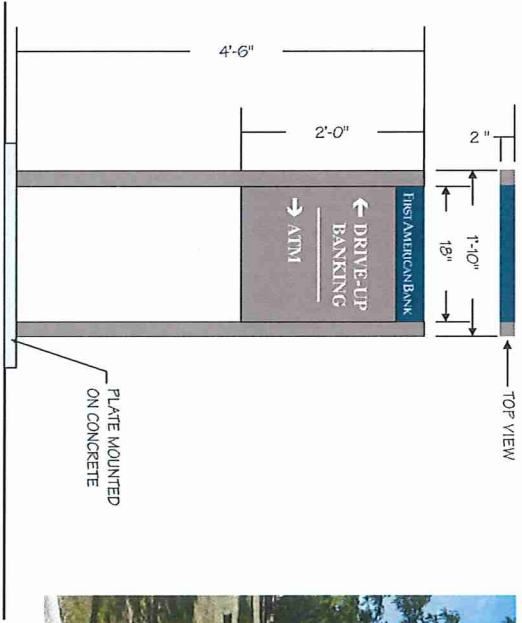
SHEET NO.
7 of 8

ESTIMATE / JOB NUMBER
10946

FILE NAME
FAB10946

REVISIONS:

1	3.05.25
2	3.06.25
3	
4	
5	
6	
7	
8	



- (1) 2'-0" x 1'-6" x 2" Single Face Post & Panel Sign
- Panel: Fabricated Aluminum Painted PMS 288 Blue & FAB Med. Bronze (Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
 - Smooth Satin Finish
- Face: 080" Aluminum Painted PMS 281 Blue & FAB Med. Bronze (Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
 - Smooth Satin Finish
- Graphics: 3M 7725-10 White Vinyl
- Posts: 2" x 2" Aluminum Painted FAB Med. Bronze (Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
- Mounting: Plate Mounted to Concrete



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1651LakeWayDrive • Carol Stream • Illinois 60118
Tel: 630-510-2020 • Fax: 630-510-2074
e-mail: sign@parvinclauss.com
www.parvinclauss.com

PROJECT:

FIRST AMERICAN BANK

985 E. Grand Ave.
Lake Villa, IL 60046

CUSTOMER APPROVAL:

DATE _____

AUTHORIZED SIGNATURE _____

REPRESENTATIVE Dan Olson / KZ

DRAWN BY Bill Marlow

DATE 2.26.25

SCALE 3/4" = 1'

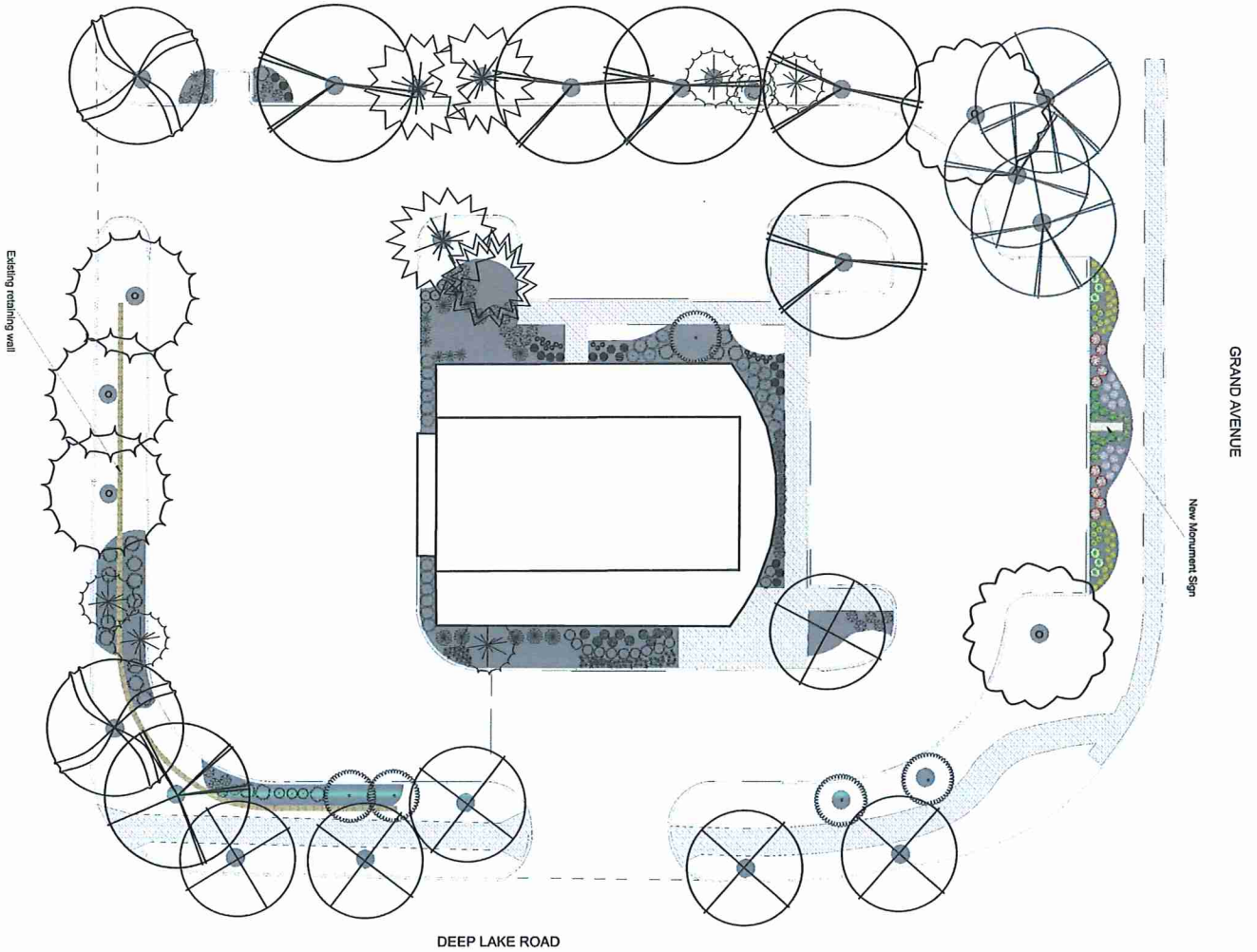
SHEET NO. 8 of 8

ESTIMATE / JOB NUMBER 16946

FILE NAME FAB16946

REVISIONS:

1	3.05.25
2	3.06.25
3	
4	
5	
6	
7	
8	



Symbol	Qty	Common	Botanical
New Landscaping Planting			
	6	Aspen Current	Ribes alpinum 'Green Mount'
	20	Small De Oro Daylily	Hemerocallis x hybrid 'Stella De Oro'
	5	Dwarf Fountain Grass	Ferniculum alpestris 'Hemlet'
	14	Korea Knee High Coreopsis	Echinacea purpurea 'Korea Knee High'
	10	Father's Head Grass	Calamagrostis x scutellus 'Karl Foerster'
	10	Japanese Barberry	Berberis thunbergii var. atropurpurea 'Drimon Pymy'
	10	Korean Boxwood	Buxus microphylla
	5	Autumn Blaze Maple	Acer x 'Hermonii' 'Jelenev'
Existing Landscaping Planting			
	2	Redwood Liriod	Tilia americana 'Redwood'
	3	Thomas's Cockspur Hawthorn	Crataegus crus-galli 'Thomas'
	2	Thomas's Common Locust	Robinia bicolor v. inermis
	3	Maiden Hair Tree	Ginkgo biloba
	1	Autumn Blaze Maple	Acer x 'Hermonii' 'Jelenev'
	1	Hornbeam	Cornus behara 'Forsyglia'
	5	River Oak	Quercus rubra
	4	River Birch	Betula nigra
	5	Snowball Crabapple	Malus 'Snowdrift'
	5	Shadbolt Serviceberry	Amelanchier canadensis
	1	Austrian Pine	Pinus nigra
	20	Kelly Juniper	Juniperus chinensis 'Pfitzer Kelly'
	7	Sargent Green Juniper	Juniperus chinensis 'Sargent Green'
	10	Dana's Yew	Taxus x media 'Dankhami'
	20	Godolaine Shrub	Spiraea x bunyida 'Godolaine'
	10	Paoli's Cotoneaster	Cornus scutellus
	19	Red Wing Dogwood	Cornus sericea
	12	Godolaine Potentilla	Potentilla fruticosa 'Godolaine'
	18	Korea Knee High Coreopsis	Echinacea purpurea 'Korea Knee High'
	71	Happy Returns Daylily	Hemerocallis 'Happy Returns'
	12	Dwarf Fountain Grass	Ferniculum alpestris 'Hemlet'
	9	Father's Head Grass	Calamagrostis x scutellus 'Karl Foerster'

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Landscape Design for:
 First American Bank
 985 East Grand Avenue
 Lake Villa, IL 60046

Dundee Landscape
 Construction & Maintenance Inc.
 Design - Install - Maintain

138 N. Western Ave
 Carpentersville, IL 60110
 Scale 1"=10'
 Drawn by: JAO
 Phone Number: 847-426-2305
 E-mail: J.dundeelandscape@att.net

Revisions:







CLEARANCE 11'4"







NOTICE OF PUBLIC HEARING BEFORE THE PLAN COMMISSION
OF THE VILLAGE OF LAKE VILLA

NOTICE IS HEREBY GIVEN of a public hearing to be held by the Plan Commission of the Village of Lake Villa on Thursday, April 3, 2025, at 7:00 p.m., or as soon thereafter as the Plan Commission's agenda permits, at the Village of Lake Villa Village Hall, 65 Cedar Avenue, Lake Villa, Illinois, 60046.

NATURE OF REQUEST: The Petitioner is the contract purchaser of the Subject Property and is requesting the Village's approval of a new Conditional Use Permit to allow the operation of the existing one-story approximately 3,993 square foot bank facility located on the Subject Property by permitting the continued existence of the drive-through facility and canopy connected to the existing bank facility consisting of four (4) drive-through teller lanes which will be utilized in conjunction with the new occupant in the existing bank facility previously constructed on the Subject Property. The Subject Property is part of the Village of Lake Villa's SB (Suburban Business) Zoning District, and the Petitioners are not requesting any rezoning of the Subject Property but are seeking a conditional use permit for the existing drive-through facility as described above.

OWNERS OF RECORD: The owners of the Subject Property are Matthew A. Kaufman and Michelle E. Kaufman, whose address is 3800 Vanalden Avenue, Tarzana, California 91356.

PETITIONER: The Petitioner for the Conditional Use Permit is First American Bank, 1650 Louis Avenue, Elk Grove Village, Illinois 60007.

ADDRESS AND LOCATION OF PROPERTY: The Subject Property is commonly known as 985 E. Grand Avenue, Lake Villa, IL 60046, is improved with an existing commercial structure which will be utilized as a banking facility, is approximately .932 acres in area, and is located within the corporate limits of the Village on the South side of Grand Avenue (Route 132) at its intersection with Deep Lake Road.

LEGAL DESCRIPTION OF PROPERTY ("the Subject Property"):

PARCEL 1:

LOT 1 IN GRIDLEY PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE WEST HALF OF GOVERNMENT LOT 2 OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 2000 AS DOCUMENT 4609363, AND AS CORRECTED BY INSTRUMENT RECORDED NOVEMBER 16, 2000 AS DOCUMENT 4609372, AND AS CORRECTED BY INSTRUMENT RECORDED MAY 6, 2002 AS DOCUMENT NO. 4918609, IN LAKE COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 32 MINUTES 07 SECONDS WEST, 212.49 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 55 MINUTES 27 SECONDS WEST, 30 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 07 SECONDS EAST, 212.43 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST, 30 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES FOR THE BENEFIT OF PARCEL 1 OVER SANCTUARY DRIVE (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN

PARCEL 1), AS DEPICTED ON THE PLAT OF GRIDLEY PLANNED UNIT DEVELOPMENT RECORDED AS DOCUMENT NUMBER 4609363, AND AS CREATED BY THE INSTRUMENT RECORDED NOVEMBER 16, 2000 AS DOCUMENT NUMBER 4609375, IN LAKE COUNTY, ILLINOIS

P.I.N. 06-03-101-075

Copies of the Petition and related submittals are on file and available for inspection and/or copying at the office of the Village Clerk, 65 Cedar Avenue, Lake Villa, IL 60046 during the Village Clerk's normal business hours.

The Village of Lake Villa is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, are requested to contact the Village's ADA Coordinator at (847) 356-6100 promptly to allow the Village to make reasonable accommodations for those persons.

ALL INTERESTED PERSONS ARE INVITED TO ATTEND THE PUBLIC HEARING AND WILL BE GIVEN AN OPPORTUNITY TO BE HEARD, AND SUCH PERSONS, IF THEY SO REQUEST, WILL BE GIVEN THE OPPORTUNITY TO INQUIRE OF AND CROSS-EXAMINE WITNESSES FOR THE PETITIONER.

/s/ Michael Strong
Village Administrator, Village of Lake Villa