



**VILLAGE OF LINDENHURST**  
**Regular Village Board Meeting Agenda**  
**Monday, November 13, 2023**  
**7:00 p.m.**

- I. Call to Order
- II. Pledge of Allegiance
- III. Approval of the Minutes from the Regular Village Board Meeting of October 23, 2023 and Special Board Meeting of October 30, 2023
- IV. Treasurer's Report for October 2023
- V. Bills Presented for Payment
- VI. Board and Staff Reports
- VII. Public Comment on Agenda Items
- VIII. New Business
  - A. Bid Award: Lift Station Controls and Equipment Upgrades – Connelly Electric Company - \$267,000
  - B. Approval: Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project Temporary Easement Acquisition (Easements #0002, 0003, 0005, 0007, 0008)
  - C. Approval: Economic Incentive Agreement with Linden Plaza Lindenhurst, LLC - \$80,000
  - D. Approval: 2023 Property Tax Levy Determination
- IX. Public Comment
- X. Executive Session
- XI. Adjournment

**Rules for Public Comment:** The Village of Lindenhurst welcomes comments from the public during the designated sections of the Village Board meeting. We ask that you keep your comments respectful, civil, and constructive to matters of public policy. Those wishing to comment will be limited to three (3) minutes per person and the total time allotted for public comment will be thirty (30) minutes. The Chair will recognize speakers and may deny someone who has previously addressed the Board an additional opportunity to speak. (VOL Village Code §30.22)

**VILLAGE OF LINDENHURST**  
**2301 E Sand Lake Road**

**Regular Village Board Meeting Minutes**  
**October 23, 2023**  
**7:00pm**

---

---

**I. Call to Order**

- A. Mayor Marturano called the Regular Village Board Meeting to order at 7:00pm.

**II. Roll Call**

- A. Present were Mayor Dominic Marturano, Trustees Pat Dickson, Pat Dunham, Patty Chybowski, Dawn Suchy, and Ron Grace.
- B. Absent was Trustee Heath Rosten.
- C. Also in attendance were Village Administrator Clay Johnson, Village Attorney Julie Tappendorf, Police Chief Tom Jones, Operations Director Kevin Klahs, Utility Systems Manager Charles Hernandez, Assistant to the Village Administrator Karleen Gernady, and Village Clerk Melissa Forsberg.

**III. Pledge of Allegiance**

**IV. Approval of Minutes**

- A. Minutes from the Regular Village Board Meeting of October 9, 2023 were presented for approval.
- B. Trustee Suchy would like it noted in Item F of the Meeting Minutes that it was the consensus of the Board to further discuss/investigate the Option in number F, 3.
- C. Trustee Suchy made a motion, seconded by Trustee Dunham, to approve the minutes from the Regular Village Board Meeting of October 9, 2023, with exception noted above.
1. Voice Vote
    - Aye - 5
    - Nay - 0
    - Abstain - 0Motion carried.

**V. Bills Presented for Payment**

- A. Trustee Dunham made a motion, seconded by Trustee Chybowski, to approve the second set of bills for the month of October presented for payment in the amount of \$331,644.55 for invoices due on or before October 23, 2023.
1. Roll Call
    - Aye – 5 Trustees Dickson, Dunham, Chybowski, Suchy, Grace
    - Nay – 0Motion carried.

## VI. Board & Staff Reports

- A. Trustee Dickson thanked Trustee Grace and the community who attended the adopt-a-highway event on October 21, 2023.
- B. Trustee Dunham reported on the following:
  - 1. November 6, 2023 at 6:30pm is the yearly Tax Levy meeting.
  - 2. November 11, 2023 at 11:00am Veterans Memorial Day Ceremony. Ceremony will be relocated inside if weather is not favorable.
- C. Trustee Grace reported on the following:
  - 1. Thank you to Trustee Dickson for being included in the adopt-a-highway clean up event on October 21, 2023.
  - 2. A resident associated with the Mallard Ridge Home Owners Association wished to express their thanks to the Operations Department for the work completed on Mallard Ridge Drive and Mann Road.
- D. Mayor Marturano announced the following:
  - 1. The Lakes High School Homecoming parade was attended by Lindenhurst and Lake Villa Board members, along with the Lindenhurst Queens.
  - 2. The Park District annual Haunted Trail event moved from outside to inside at the Community Center due to inclement weather. The Mayor and the Lindenhurst Queens judged the costume contest. The event was well attended.
  - 3. Eagle Pride breakfast was attended.
  - 4. Will not be able to attend the graduation for the Citizens Academy. Congratulations to the graduates.
  - 5. Frank Loffredo, a former Mayor of Lake Villa passed away. Condolences were expressed to the Loffredo family for the loss of a great man and leader.
- E. Village Administrator Clay Johnson reported on the following:
  - 1. Citizens Academy will be completed Wednesday, October 25, 2023.
  - 2. Wednesday, October 25, 2023 at 10:00am will be the Annual Joint Review Board Meeting to discuss the Grand Avenue TIF.
- F. Police Chief Tom Jones reported on the following:
  - 1. Attended and spoke at the Lake County BRIDGE (Building Relationships in Different Generations Everyday) Awards Gala.
  - 2. Police Department partnering with First American Bank for a "Season of Giving" Food Drive. The food drive will run thru November 11, 2023. Drop boxes located at First American Bank, Village Hall, and Police Department.
  - 3. Operations Plan complete for Halloween.
- G. Operations Director Kevin Klahs reported on the following:
  - 1. Looking for snow plow drivers. Position(s) are listed on Village website.
  - 2. Operator position with Public Works is open. Position is listed on Village website.
  - 3. Veterans Memorial will be re-caulked this week, weather permitting.

**VII. Public Comment on Agenda Items**

- A. None.

**VIII. New Business**

- A. Proclamation: Hindu American Foundation Diwali Awareness November 12, 2023.
1. A proclamation was presented in recognition of the Hindu celebration of Diwali. Diwali is one of the major religious festivals in Hinduism, Jainism, and Sikhism. The name is derived from a Sanskrit term meaning “row of lights.” The festival typically symbolizes light over darkness. This year, Diwali takes place on November 12, 2023.
  2. Given the seriousness of situations around the world, the Mayor asked for a prayer in which to ask for peace, and pray for good over evil within the world. A prayer was lead by a member of the Hindu American Foundation.
  3. Trustee Dickson made a motion, seconded by Trustee Grace to proclaim Sunday, November 12, 2023 as Diwali Awareness Day with the Village of Lindenhurst.
    - a. Voice Vote  
Aye – 5 Trustees Dickson, Dunham, Chybowski, Suchy, Grace  
Nay – 0  
Motion carried.
- B. Bid Award: Contractual 2023 Parkway Tree Trimming - Advanced Tree Care - \$35,000
1. On October 17, 2023, a solicitation was issued by Public Works for parkway tree trimming services. Currently, trimming is done when complaints are received via the Village online request system, which is not an efficient method. As a means of trimming in a more efficient manner, Public Works is looking for a vendor to provide trimming for blanket areas that will move throughout the Village over a period of time. The Utility Companies use a similar process for tree trimming. Additional monies were added to our FY2024 Budget to accommodate this concept.
  2. Public Works identified the areas with the most immediate need in the Request for Proposal (RFP). These areas included Country Place North, County Place South, Cross Creek, Nature’s Ridge and Auburn Meadows subdivisions. Pricing was to be based on a minimum of one foreman, two laborers, and must include a branch chipper and dump truck. Costs were also to be calculated on an eight-hour work day.
  3. The Village received four responses to the RFP. The lowest cost was received from Advanced Tree Care located in Lincolnshire, IL. Their proposed cost came in lower than Public Works proposed in their budget. The work is expected to take approximately 20 days. Given the less than anticipated cost, this leaves room for contingencies and unanticipated/emergency expenses.
  4. Trustee Dunham made a motion, seconded by Trustee Grace to award a bid for tree trimming services to Advanced Tree Care of Lincolnshire, IL in an amount not to exceed \$35,000.
    - a. Roll Call  
Aye – 5 Trustees Dickson, Dunham, Chybowski, Suchy, Grace  
Nay – 0  
Motion carried.

C. Approval: Stamps-to-Go Agreement

1. As per previous discussions pertaining to the Post Office, Village Staff obtained information about utilizing the USPS Stamps-to-Go program. The USPS utilizes American Banknote Corporation (ABC) as their third party stamp vendor. They provide two stamp sale options as follows:
  - a. The Village would pre-purchase stamps. Stamps would then be sold at the going rate for first class mail. It should be noted, selling stamps at a higher rate than the current First Class rate is expressly prohibited. Stamps would be provided to the Village once payment is received.
  - b. The second option is to set up a line of credit with ABC. With this option, stamps would be advanced to the Village, with the Village guaranteeing payment within 30 days. The Village would need to provide financial information to ABC for orders in excess of \$5,000.
2. Both options require a minimum order of 100 books of stamps, with each book containing 20 stamps. The total value for 100 books is \$1,320 at the current rate of \$0.66/stamp. Stamps are shipped via Priority Mail at no additional cost to us. Marketing materials are also provided to us at no additional charge. With the Holiday Season approaching, Village Hall staff feel the initial order should be 200 books of stamps, which would provide an inventory of 4,000 stamps. With the expected decrease in volume after the substation operations cease on November 22, 2023, it is hard to predict how quickly stamps will sell. However, new orders can be placed at any time and should be received within 5-7 days.
3. Trustee Chybowski made a motion, seconded by Trustee Suchy to authorize the Village Administrator to enter into a pre-paid "Stamps-to-Go" agreement with American Banknote Corporation (ABC)/United Stages Postal Service (USPS).
  - a. Roll Call  
Aye – 5 Trustees Dickson, Dunham, Chybowski, Suchy, Grace  
Nay – 0  
Motion carried.

D. Ordinance 2023-10-2276: Amending the Liquor License Regulations of the Village Code to create a new Special Event Liquor License Classification

1. A local business hoping to serve alcohol as part of a one-day promotion recently approached Village staff. The alcohol would be offered to attendees and the event would be open to the general public. Attendees would not bring alcohol onto the premises. For example, attendees at a paint and sip class may be offered wine while taking instruction from an artist.
2. These types of events do not necessarily require a liquor license. For example, members of a business may be provided alcohol, but not the general public, so a license may not be required. Because this event is being offered to the general public, a license is required. A Class G, one-day license, applies to civic, fraternal, government, religious or educational organizations, not private businesses. As a result, a new liquor license would need to be added for this scenario.
3. This ordinance would create a Class H license for existing businesses who do not typically hold a liquor license. This license may be issued to the same organization for multiple events, but not more than once within a six month period of time. Additionally, only one Class H license would be authorized at any given time, unless the Village Board expanded the number of authorized licenses.

4. A Class H license only permits consumption and service, not the sale of alcohol.
5. Trustee Suchy made a motion, seconded by Trustee Chybowski to adopt Ordinance 23-10-2276 amending the liquor license regulations of the Village Code to create a new special event liquor license classification.
  - a. Roll Call  
Aye – 5 Trustees Dickson, Dunham, Chybowski, Suchy, Grace  
Nay – 0  
Motion carried.

**IX. Public Comment**

- A. None.

**X. Executive Session**

- A. None.

**XI. Adjournment**

- A. Trustee Chybowski made a motion, seconded by Trustee Suchy to adjourn the meeting.
  1. Voice Vote  
Aye - 5  
Nay - 0  
Motion carried.
  2. The meeting was adjourned at 7:50pm.

Date approved \_\_\_\_\_

\_\_\_\_\_  
Dominic Marturano, Mayor

\_\_\_\_\_  
Melissa Forsberg, Village Clerk

# VILLAGE OF LINDENHURST

Lake Villa District Library  
140 N Munn Road  
Lindenhurst, IL 60046

## Special Meeting - Village Board Strategic Planning Workshop Meeting Minutes October 30, 2023 4:00pm

---

---

### I. Call to Order

- A. Mayor Marturano called the Strategic Planning Workshop Meeting to order at 4:00pm.

### II. Roll Call

- A. Present were Mayor Dominic Marturano, Trustees Pat Dickson, Patty Chybowski, Dawn Suchy, Heath Rosten, and Ron Grace.
- B. Absent was Trustee Patrick Dunham.
- C. Also in attendance were Village Administrator Clay Johnson, Police Chief Tom Jones, Operations Director Kevin Klahs, Utility Systems Manager Charles Hernandez, Assistant to the Village Administrator Karleen Gernady, Sergeant Eric Gugel, Economic Development Specialist Anita Archambeau, and Village Clerk Melissa Forsberg

### III. Public Comment

- A. None.

### IV. New Business

- A. Workshop to review and update current Strategic Plan.
- B. Workshop was facilitated by Northern Illinois University's Center for Governmental Studies.

### V. Adjournment

- A. Trustee Chybowski made a motion, seconded by Trustee Suchy to adjourn the meeting.
  - 1. Voice Vote
    - Aye - 5
    - Nay - 0Motion carried.
  - 2. The meeting was adjourned at 8:43 pm.

Date approved \_\_\_\_\_

\_\_\_\_\_  
Dominic Marturano, Mayor

\_\_\_\_\_  
Melissa Forsberg, Village Clerk

CASH SUMMARY BY FUND FOR VILLAGE OF LINDENHURST  
 FROM 10/01/2023 TO 10/31/2023  
 FUND: ALL FUNDS  
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2023	Total Debits	Total Credits	Ending Balance 10/31/2023
01	GENERAL FUND	4,336,824.99	531,953.94	294,734.87	4,574,044.06
06	I.M.R.F./F.I.C.A. 06	263,239.11	11,109.29	9,992.06	264,356.34
11	IT FUND	(26,383.83)	55,180.22	9,690.06	19,106.33
14	LIABILITY INSURANCE 14	78,410.45	8,101.69	5,763.10	80,749.04
15	MOTOR FUEL TAX 15	1,663,569.22	62,114.94	3,031.67	1,722,652.49
19	CONTROLLED SUBSTANCE ACT 19	6,665.01	0.00	0.00	6,665.01
21	COMMUNITY CAPITAL	4,782,832.39	38,847.76	27,958.71	4,793,721.44
22	DUI SB 740 FUND 22	7,086.85	169.08	0.00	7,255.93
23	PRISON REVIEW AGENCY FUND 23	10,744.45	0.00	0.00	10,744.45
24	MISCELLANEOUS ESCROW 24	399,906.93	1,643.73	12,801.33	388,749.33
25	SHOP WITH A COP FUND 25	13,684.39	0.00	0.00	13,684.39
27	CURRENCY SEIZURE 27	5,399.56	0.00	0.00	5,399.56
30	REFUSE & RECYCLING 30	307,782.85	154,403.50	113,982.92	348,203.43
40	ECONOMIC DEVELOPMENT FUND	334,170.33	0.00	2,160.00	332,010.33
46	SPECIAL SERVICE AREA 4 - 46	23,994.09	33.91	33.91	23,994.09
50	VEHICLE REPLACEMENT FUND 50	435,563.09	0.00	90,605.26	344,957.83
60	UTILITY FUND 60	946,829.48	467,894.88	247,309.26	1,167,415.10
61	WATER/SEWER CAPITAL FUND 61	2,110,929.96	22,675.95	3,352.79	2,130,253.12
89	SANITARY DISTRICT	12,613.05	2,059.42	16,198.28	(1,525.81)
	TOTAL - ALL FUNDS	15,713,862.37	1,356,188.31	837,614.22	16,232,436.46

Fund	Department	Line Item	Item Description	Amount
<b>AEP ENERGY</b>				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC SERVICE STREET LIGHTS -	67.37
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC SERVICE STREET LIGHTS -	7,578.68
			<b>Vendor Total:</b>	<b>7,646.05</b>
<b>AIRGAS USA, LLC</b>				
UTILITY FUND 60	WATER	CHLORINE GAS & POLYPHOSPHATE	GAS CYLINDERS	84.70
			<b>Vendor Total:</b>	<b>84.70</b>
<b>AMERICAN GASES CORPORATION</b>				
GENERAL FUND	PUBLIC WORKS	OPERATING SUPPLIES	GAS CYLINDERS	48.75
			<b>Vendor Total:</b>	<b>48.75</b>
<b>ANCEL GLINK, P.C.</b>				
GENERAL FUND	ADMINISTRATION	LEGAL EXPENSES	ADMIN LEGAL - OCTOBER 2023	5,203.00
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	REDWOOD ESCROW	465.50
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	LENNAR ESCROW	1,102.50
			<b>Vendor Total:</b>	<b>6,771.00</b>
<b>ANITA MARY ARCHAMBEAU</b>				
ECONOMIC DEVELOPMENT FUND		OTHER PROFESSIONAL SERVICES	ANITA PAY- OCTOBER 2023	2,400.00
			<b>Vendor Total:</b>	<b>2,400.00</b>
<b>AQUA POOL &amp; SPA PROS</b>				
GENERAL FUND	BUILDING & GROUNDS	VETERANS MEMORIAL MTCE	VETERAN'S MEMORIAL MAINTENANCE	400.00
			<b>Vendor Total:</b>	<b>400.00</b>
<b>AWARDS BY KAYDAN</b>				
GENERAL FUND	ADMINISTRATION	CONTINGENCIES	ANNIVERSARY AWARDS - GUGEL, HERN	246.50
			<b>Vendor Total:</b>	<b>246.50</b>
<b>BAXTER &amp; WOODMAN, INC</b>				
COMMUNITY CAPITAL	ADMINISTRATION	GREEN/SUSTAINABILITY IMPROVEMENT	ROSE TREE OUTFALL ASSESSMENT	2,601.00
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	STORMWATER MANAGEMENT PROJECTS	1,100.00
			<b>Vendor Total:</b>	<b>3,701.00</b>
<b>BHFX, LLC</b>				
GENERAL FUND	ADMINISTRATION	PRINTING & PUBLICATION	BLUEPRINT COPY FOR BUSINESS	17.50
			<b>Vendor Total:</b>	<b>17.50</b>
<b>BURRIS EQUIPMENT COMPANY</b>				
GENERAL FUND	PUBLIC WORKS	EQUIPMENT RENTAL	LIGHT TOWER RENTAL	342.00
			<b>Vendor Total:</b>	<b>342.00</b>
<b>CENTRAL LAKE COUNTY J.A.W.A</b>				
UTILITY FUND 60	WATER	CLCJAWA WATER SUPPLY PURCHASE	CLCJAWA WATER - USAGE FOR OCTOBE	75,183.12
			<b>Vendor Total:</b>	<b>75,183.12</b>
<b>CHRISTOPHER B. BURKE ENGINEERING</b>				
COMMUNITY CAPITAL	ADMINISTRATION	LAKE SHORE DRIVE ENG DESIGN	PHASE II - HAWTHORN/SPRUCEWOOD/I	18,024.51
			<b>Vendor Total:</b>	<b>18,024.51</b>
<b>CINTAS</b>				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	30.52
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	45.77
GENERAL FUND	PUBLIC WORKS	SAFETY SUPPLIES & SERVICES	FIRST AID REFILL - PW	84.87
GENERAL FUND	POLICE	OPERATING SUPPLIES	FIRST AID REFILL - PD	25.78
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	30.52
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	45.77
GENERAL FUND	BUILDING & GROUNDS	CLEANING CONTRACT	MATS FOR VH	39.98
			<b>Vendor Total:</b>	<b>303.21</b>
<b>CLARK BAIRD SMITH LLP</b>				
GENERAL FUND	ADMINISTRATION	LEGAL EXPENSES	LEGAL SERVICES	273.75
			<b>Vendor Total:</b>	<b>273.75</b>
<b>CLAY JOHNSON</b>				
GENERAL FUND	ADMINISTRATION	HOSPITALIZATION	REIMBURSE FOR LIFE INSURANCE	400.00
			<b>Vendor Total:</b>	<b>400.00</b>
<b>COLETTE &amp; ANO PLUMBING CO.</b>				
UTILITY FUND 60	WATER	REPAIRS & MAINTENANCE	WWTF HOT WATER LINE LEAK REPAIR	330.22
			<b>Vendor Total:</b>	<b>330.22</b>
<b>COMCAST CABLE</b>				
IT FUND		TELEPHONE/INTERNET	VH, PD & PW TELEPHONE - OCTOBER	1,319.61

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
IT FUND		TELEPHONE/INTERNET	PW INTERNET	159.90
IT FUND		TELEPHONE/INTERNET	INTERNET VH/PD	85.00
			<b>Vendor Total:</b>	<b>1,564.51</b>
<b>COMMONWEALTH EDISON</b>				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC STREET LIGHTS	159.14
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC STREET LIGHTS	38.20
			<b>Vendor Total:</b>	<b>197.34</b>
<b>COMPLETE OFFICE OF WISCONSIN</b>				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	60.38
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	15.10
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	15.10
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	60.38
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	30.19
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	7.55
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	7.55
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	30.19
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	42.93
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	10.73
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	10.73
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	42.93
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	30.04
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	7.51
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	7.51
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	30.05
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	43.64
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	10.91
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	10.91
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	43.65
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	3.08
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	0.77
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	0.77
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	3.07
			<b>Vendor Total:</b>	<b>525.67</b>
<b>CREATIVE BRICK &amp; CONCRETE</b>				
GENERAL FUND	ADMINISTRATION	CONTINGENCIES	VETERANS MEMORIAL BRICK	39.51
			<b>Vendor Total:</b>	<b>39.51</b>
<b>DAM, SNELL, &amp; TAVEIRNE, LTD.</b>				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	ACCOUNTING SERVICES	456.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT ACCOUNTING SERVICE	ACCOUNTING SERVICES	1,824.00
			<b>Vendor Total:</b>	<b>2,280.00</b>
<b>DATA INTEGRATORS, INC.</b>				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	UB PROCESSING/MAILING & UB POSTA	121.96
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UTILITY BILLING CONTRACT	UB PROCESSING/MAILING & UB POSTA	320.14
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	POSTAGE	UB PROCESSING/MAILING & UB POSTA	853.70
REFUSE & RECYCLING 30		GROOT CONTRACT	UB PROCESSING/MAILING & UB POSTA	228.67
			<b>Vendor Total:</b>	<b>1,524.47</b>
<b>DAVE'S TRANSMISSION, INC.</b>				
GENERAL FUND	POLICE	VEHICLE SERVICE	OIL CHANGE - #85	20.00
GENERAL FUND	POLICE	VEHICLE SERVICE	OIL CHANGE - #86	20.00
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	ALTERNATOR - #52	382.90
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	ALTERNATOR - #52	255.26
GENERAL FUND	POLICE	VEHICLE SERVICE	OIL CHANGE, FRONT BRAKES & ROTOF	373.84
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	# 57 - AIR BRAKE MODULATOR VALVE	1,476.95
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	# 57 - AIR BRAKE MODULATOR VALVE	984.63
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#9 - OIL & FILTER CHANGE, EVAP V	256.38
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#9 - OIL & FILTER CHANGE, EVAP V	170.92
			<b>Vendor Total:</b>	<b>3,940.88</b>
<b>DE LAGE LANDEN FIN SERVICES, INC.</b>				
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	108.98
			<b>Vendor Total:</b>	<b>108.98</b>

Fund	Department	Line Item	Item Description	Amount
<b>DEKIND COMPUTER CONSULTANTS</b>				
IT FUND		COMPUTER SERVICES	OVER CONTRACT HOURS FOR OCTOBER	118.75
IT FUND		COMPUTER SERVICES	DECEMBER MONTHLY IT SUPPORT SEP	4,512.54
IT FUND		COMPUTER REPLACEMENTS	COMPUTER REPLACEMENTS	7,627.77
IT FUND		COMPUTER SERVICES	CYBER SECURITY TRAINING - NOVEME	667.00
			<b>Vendor Total:</b>	<b>12,926.06</b>
<b>DIANE STREICHER</b>				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE - 1281 MEADE DRIVE	200.00
			<b>Vendor Total:</b>	<b>200.00</b>
<b>FERGUSON WATERWORKS #2516</b>				
UTILITY FUND 60	WATER	WATER METER UPGRADE	LOCATING SERVICES OCTOBER 2023	1,367.92
			<b>Vendor Total:</b>	<b>1,367.92</b>
<b>FIRST AMERICAN BANK</b>				
GENERAL FUND	ADMINISTRATION	CONTINGENCIES	HOBBY LOBBY - QUEEN PICTURE FRAM	155.97
GENERAL FUND	ADMINISTRATION	TRAINING & CONFERENCE	HILTON - KARLEEN CONFERENCE	791.28
GENERAL FUND	ADMINISTRATION	TRAINING & CONFERENCE	HILTON - CLAY CONFERENCE	906.08
IT FUND		SOFTWARE SUPPORT/LICENSEING	ZOOM VIDEO COMMUNICATIONS	15.99
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TRAINING & CONFERENCES	2023 WHOLE COMMUNITY TRAINING SU	101.55
GENERAL FUND	POLICE	MISC CONTRACTUAL SERVICES	LEXIS NEXIS	200.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TRAINING & CONFERENCES	NIPSTA - FLAGGER TRAINING LAWSON	256.25
GENERAL FUND	ADMINISTRATION	NEWS LETTER	CONSTANT CONTACT	58.00
GENERAL FUND	ADMINISTRATION	LAKE MANAGEMENT	AMAZON - LAKES COMMISSION RECORD	36.78
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TRAINING & CONFERENCES	SIUE EMARKET - SONNEFELDT VOL 1	165.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TRAINING & CONFERENCES	SIUE EMARKET - HARRISON VOL 1 OF	165.00
			<b>Vendor Total:</b>	<b>2,851.90</b>
<b>GEARY ELECTRIC, INC</b>				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	SEPTEMBER STREET LIGHT MAINTENAN	330.94
			<b>Vendor Total:</b>	<b>330.94</b>
<b>GEWALT HAMILTON ASSOCIATES, INC</b>				
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	VILLAGE HALL SIDEWALK DESIGN	736.00
COMMUNITY CAPITAL	ADMINISTRATION	STREET IMPROVEMENT PROGRAM	2023 CONSTRUCTION COORDINATION	5,259.19
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	GIS DATA APPLICATION HOSTING/FAI	2,225.00
			<b>Vendor Total:</b>	<b>8,220.19</b>
<b>GRAINGER, INC.</b>				
UTILITY FUND 60	SEWER	COLLECTION SYSTEM MAINTENANCE	BLOWER REPAIR PARTS	153.56
			<b>Vendor Total:</b>	<b>153.56</b>
<b>GROOT INDUSTRIES, INC</b>				
REFUSE & RECYCLING 30		GROOT CONTRACT	GROOT BILLING CONTRACT	100,465.50
REFUSE & RECYCLING 30		GROOT CONTRACT	YARD WASTE STICKERS	2,500.00
			<b>Vendor Total:</b>	<b>102,965.50</b>
<b>HANSEN ASSOCIATES, INC.</b>				
IT FUND		EQUIPMENT MAINTENANCE	SERVICE AGREEMENT 06/01/23-10/31	257.87
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT COMPUTER SERVICES	SERVICE AGREEMENT 06/01/23-10/31	64.47
IT FUND		EQUIPMENT MAINTENANCE	SERVICE AGREEMENT 06/01/23 - 10/	58.96
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT COMPUTER SERVICES	SERVICE AGREEMENT 06/01/23 - 10/	14.74
IT FUND		EQUIPMENT MAINTENANCE	SERVICE AGREEMENT 06/01/23 - 10/	94.75
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT COMPUTER SERVICES	SERVICE AGREEMENT 06/01/23 - 10/	23.69
IT FUND		EQUIPMENT MAINTENANCE	SERVICE AGREEMENT 06/01/23 - 10/	7.04
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT COMPUTER SERVICES	SERVICE AGREEMENT 06/01/23 - 10/	1.76
IT FUND		EQUIPMENT MAINTENANCE	SERVICE AGREEMENT 06/01/23 - 10/	0.90
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT COMPUTER SERVICES	SERVICE AGREEMENT 06/01/23 - 10/	0.22
IT FUND		EQUIPMENT MAINTENANCE	SERVICE AGREEMENT 06/01/23 - 10/	81.23
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT COMPUTER SERVICES	SERVICE AGREEMENT 06/01/23 - 10/	20.31
IT FUND		EQUIPMENT MAINTENANCE	SERVICE AGREEMENT 06/01/23 - 10/	728.35
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT COMPUTER SERVICES	SERVICE AGREEMENT 06/01/23 - 10/	182.09
			<b>Vendor Total:</b>	<b>1,536.38</b>
<b>HAWKINS, INC.</b>				
UTILITY FUND 60	SEWER	FACILITY CHEMICALS	ALUMINUM SULFATE - STOCK	1,660.50
			<b>Vendor Total:</b>	<b>1,660.50</b>
<b>HINCKLEY SPRINGS</b>				

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	WATER FOR VH/PD	61.45
GENERAL FUND	POLICE	OPERATING SUPPLIES	WATER FOR VH/PD	140.77
			<b>Vendor Total:</b>	<b>202.22</b>
<b>ILLINOIS EPA</b>				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	2010 GRAND AVE - PHASE II	2010 GRAND AVE WATER	22,181.60
			<b>Vendor Total:</b>	<b>22,181.60</b>
<b>ILLINOIS FIRE AND POLICE</b>				
GENERAL FUND	POLICE	BOARD OF FIRE/POLICE	2023 MEMBERSHIP DUES	375.00
			<b>Vendor Total:</b>	<b>375.00</b>
<b>ILLINOIS MUNICIPAL LEAGUE</b>				
GENERAL FUND	ADMINISTRATION	TRAINING & CONFERENCE	CK #62531 REISSUED CHECK FOR MAY	165.00
GENERAL FUND	ADMINISTRATION	MEMBERSHIP FEES	ILML MEMBERSHIP 2024	1,250.00
			<b>Vendor Total:</b>	<b>1,415.00</b>
<b>ILLINOIS TACTICAL OFFICER ASSN</b>				
GENERAL FUND	POLICE	TRAINING & CONFERENCES	EXECUTIVE SYMPOSIUM - JONES, SEN	450.00
			<b>Vendor Total:</b>	<b>450.00</b>
<b>IMRF VILLAGE OF LINDENHURST</b>				
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN IMRF	VILLAGE OF LINDENHURST IMRF - OC	3,703.03
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER IMRF	VILLAGE OF LINDENHURST IMRF - OC	3,780.18
REFUSE & RECYCLING 30		IMRF CONTRIBUTION	VILLAGE OF LINDENHURST IMRF - OC	231.44
			<b>Vendor Total:</b>	<b>7,714.65</b>
<b>INTERSTATE ALL BATTERY CENTER</b>				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	BATT REPL HOT BOX	165.30
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	BATT REPL HOT BOX	110.30
			<b>Vendor Total:</b>	<b>275.60</b>
<b>IPBC</b>				
GENERAL FUND	ADMINISTRATION	HOSPITALIZATION	EMPLOYER CONTRIBUTION - NOVEMBER	2,897.34
GENERAL FUND	ENGINEERING & BUILDING	HOSPITALIZATION	EMPLOYER CONTRIBUTION - NOVEMBER	892.30
GENERAL FUND	POLICE	HOSPITALIZATION	EMPLOYER CONTRIBUTION - NOVEMBER	26,949.13
REFUSE & RECYCLING 30		HOSPITALIZATION	EMPLOYER CONTRIBUTION - NOVEMBER	2,000.34
GENERAL FUND	PUBLIC WORKS	HOSPITALIZATION	EMPLOYER CONTRIBUTION - NOVEMBER	2,808.17
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	HOSPITALIZATION	EMPLOYER CONTRIBUTION - NOVEMBER	8,051.24
			<b>Vendor Total:</b>	<b>43,598.52</b>
<b>JEFFREY NORRIS</b>				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE - 579 OXFORD LANE	165.00
			<b>Vendor Total:</b>	<b>165.00</b>
<b>JOANNA BRYANT</b>				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE REPLACEMENT - 2636 DE	100.00
			<b>Vendor Total:</b>	<b>100.00</b>
<b>JOHNNY D TEES, LLC</b>				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	SWEATSHIRT ORDER	52.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	SWEATSHIRT ORDER	78.00
			<b>Vendor Total:</b>	<b>130.00</b>
<b>JOLANTA GALASZKIEWICZ</b>				
REFUSE & RECYCLING 30		GARBAGE COLLECTIONS	UB refund for account: 020640560	50.97 M
UTILITY FUND 60	WATER	WATER USAGE	UB refund for account: 020640560	12.72 M
COMMUNITY CAPITAL		TRANSPORTATION FACILITIES FEE	UB refund for account: 020640560	9.92 M
UTILITY FUND 60	SEWER	SEWER USAGE	UB refund for account: 020640560	9.21 M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CAPITAL FEES	UB refund for account: 020640560	8.92 M
			<b>Vendor Total:</b>	<b>91.74</b>
<b>KAREN JOSEPH</b>				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE - 2429 MALLARD DRIVE	194.98
			<b>Vendor Total:</b>	<b>194.98</b>
<b>KEVIN FRISCH</b>				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE - 593 OXFORD LANE	165.00
			<b>Vendor Total:</b>	<b>165.00</b>
<b>LAGUNAS TREE SERVICE, INC.</b>				
GENERAL FUND	PUBLIC WORKS	TREE MAINTENANCE CONTRACT	TREE TRIMMING	5,400.00
			<b>Vendor Total:</b>	<b>5,400.00</b>
<b>LAKE COUNTY CLERK</b>				

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
GENERAL FUND	ADMINISTRATION	CONTINGENCIES	RECORDING DIVISION - ZEIGLER AGF	18.00
			<b>Vendor Total:</b>	<b>18.00</b>
<b>LAKE COUNTY TREASURER</b>				
GENERAL FUND	ENGINEERING & BUILDING	PLAN REVIEW/INSPECTION SERVICE	OCTOBER 2023 BUILDING SERVICES	6,531.59
			<b>Vendor Total:</b>	<b>6,531.59</b>
<b>LAURA KELLY</b>				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE - 574 OXFORD LN	165.00
			<b>Vendor Total:</b>	<b>165.00</b>
<b>MANHARD CONSULTING LTD</b>				
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - BRIARGATE	137.00
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	PLANNING & ENGINEERING FOR BRIAF	133.00
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - REDWOOD	2,437.50
			<b>Vendor Total:</b>	<b>2,707.50</b>
<b>McCANN INDUSTRIES, INC.</b>				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	SKID STEER REPAIR & SERVICE	1,898.84
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	SKID STEER REPAIR & SERVICE	1,265.90
			<b>Vendor Total:</b>	<b>3,164.74</b>
<b>MENARD'S - ANTIOCH</b>				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TOOLS	SUMP PIT HOSE	87.98
GENERAL FUND	PUBLIC WORKS	SNOW PLOW PARTS AND SUPPLIES	SIDE BOARDS TRK 54	56.30
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TOOLS	PORTABLE SUMP PUMP	277.79
			<b>Vendor Total:</b>	<b>422.07</b>
<b>MIDWEST OPERATING ENGINEERS</b>				
GENERAL FUND	PUBLIC WORKS	HOSPITALIZATION	EMPLOYEE CONTRIBUTIONS - DECEMBE	5,978.80
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	HOSPITALIZATION	EMPLOYEE CONTRIBUTIONS - DECEMBE	8,968.20
			<b>Vendor Total:</b>	<b>14,947.00</b>
<b>NORTH SHORE GAS</b>				
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	PD GAS	28.58
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	72.27
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	28.60
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	27.61
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	28.58
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	28.60
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	28.58
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	34.63
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	149.38
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	68.96
			<b>Vendor Total:</b>	<b>495.79</b>
<b>OLSEN TUCKPOINTING COMPANY</b>				
COMMUNITY CAPITAL	ADMINISTRATION	VILLAGE FACILITIES AND EQUIPMENT	CAULKING VETERANS MEMORIAL	14,925.00
			<b>Vendor Total:</b>	<b>14,925.00</b>
<b>PADDOCK PUBLICATIONS, INC</b>				
GENERAL FUND	ADMINISTRATION	PRINTING & PUBLICATION	PUBLIC NOTICES	34.50
			<b>Vendor Total:</b>	<b>34.50</b>
<b>PATRICIA HANSEN</b>				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE - 403 BRITTANY LANE	175.00
			<b>Vendor Total:</b>	<b>175.00</b>
<b>PAYROLL - EXPENSES</b>				
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN FICA	PAYROLL- EMPLOYER COSTS	2,611.36
REFUSE & RECYCLING 30		SOCIAL SECURITY CONTRIBUTION	PAYROLL- EMPLOYER COSTS	163.21
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER FICA	PAYROLL- EMPLOYER COSTS	2,665.77
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN FICA	PAYROLL- EMPLOYER COSTS	2,445.14
REFUSE & RECYCLING 30		SOCIAL SECURITY CONTRIBUTION	PAYROLL- EMPLOYER COSTS	152.82
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER FICA	PAYROLL- EMPLOYER COSTS	2,496.08
			<b>Vendor Total:</b>	<b>10,534.38</b>
<b>PAYROLL - GROSS PAYS</b>				
GENERAL FUND	ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION	5,928.66
GENERAL FUND	ADMINISTRATION	ADMIN OVERTIME	PAYROLL GROSS COMPENSATION	11.53
GENERAL FUND	ENGINEERING & BUILDING	BLDG/ENG SALARIES	PAYROLL GROSS COMPENSATION	1,190.67
GENERAL FUND	POLICE	SALARIES - ADMIN/RECORDS/CSO	PAYROLL GROSS COMPENSATION	2,000.00

		BOTH OPEN AND PAID			
Fund	Department	Line Item	Item Description	Amount	
GENERAL FUND	POLICE	SALARIES - OFFICERS	PAYROLL GROSS COMPENSATION	56,044.09	
GENERAL FUND	POLICE	SALARIES - PART TIME OFFICERS	PAYROLL GROSS COMPENSATION	2,262.34	
GENERAL FUND	POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION	1,641.22	
GENERAL FUND	POLICE	SALARIES-P/T CSO/FRONT DESK	PAYROLL GROSS COMPENSATION	915.20	
GENERAL FUND	PUBLIC WORKS	PUBLIC WORKS SALARIES	PAYROLL GROSS COMPENSATION	12,914.36	
GENERAL FUND	PUBLIC WORKS	ON-CALL/CALL OUT PAY	PAYROLL GROSS COMPENSATION	777.88	
REFUSE & RECYCLING 30		SALARIES	PAYROLL GROSS COMPENSATION	2,394.61	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE SALARIES	PAYROLL GROSS COMPENSATION	6,334.95	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE OVER-TIME	PAYROLL GROSS COMPENSATION	15.38	
UTILITY FUND 60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION	12,914.36	
UTILITY FUND 60	SEWER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	777.88	
UTILITY FUND 60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION	6,457.18	
UTILITY FUND 60	WATER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	388.94	
GENERAL FUND	PUBLIC WORKS	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	480.00	
UTILITY FUND 60	SEWER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	480.00	
UTILITY FUND 60	WATER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	240.00	
GENERAL FUND	ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION	5,920.22	
GENERAL FUND	ADMINISTRATION	OFFICIALS SALARIES	PAYROLL GROSS COMPENSATION	3,025.00	
GENERAL FUND	ENGINEERING & BUILDING	BLDG/ENG SALARIES	PAYROLL GROSS COMPENSATION	1,183.04	
GENERAL FUND	POLICE	SALARIES - ADMIN/RECORDS/CSO	PAYROLL GROSS COMPENSATION	2,000.00	
GENERAL FUND	POLICE	SALARIES - OFFICERS	PAYROLL GROSS COMPENSATION	55,997.18	
GENERAL FUND	POLICE	SALARIES - PART TIME OFFICERS	PAYROLL GROSS COMPENSATION	3,842.38	
GENERAL FUND	POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION	3,673.35	
GENERAL FUND	POLICE	SALARIES-P/T CSO/FRONT DESK	PAYROLL GROSS COMPENSATION	748.80	
GENERAL FUND	PUBLIC WORKS	PUBLIC WORKS SALARIES	PAYROLL GROSS COMPENSATION	12,978.38	
GENERAL FUND	PUBLIC WORKS	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	123.20	
GENERAL FUND	PUBLIC WORKS	ON-CALL/CALL OUT PAY	PAYROLL GROSS COMPENSATION	468.10	
REFUSE & RECYCLING 30		SALARIES	PAYROLL GROSS COMPENSATION	2,373.11	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE SALARIES	PAYROLL GROSS COMPENSATION	6,317.58	
UTILITY FUND 60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION	12,978.38	
UTILITY FUND 60	SEWER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	123.20	
UTILITY FUND 60	SEWER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	468.11	
UTILITY FUND 60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION	6,489.19	
UTILITY FUND 60	WATER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	61.60	
UTILITY FUND 60	WATER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	234.05	
GENERAL FUND	PUBLIC WORKS	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	520.00	
UTILITY FUND 60	SEWER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	520.00	
UTILITY FUND 60	WATER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	260.00	
<b>Vendor Total:</b>				<b>234,474.12</b>	
<b>PAYROLL - PROCESSING FEES</b>					
GENERAL FUND	ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	112.79	
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	PAYROLL - PAYLOCITY FEES	25.07	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	112.79	
GENERAL FUND	ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	190.88	
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	PAYROLL - PAYLOCITY FEES	42.42	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	190.88	
<b>Vendor Total:</b>				<b>674.83</b>	
<b>POLI CONTRACTING</b>					
UTILITY FUND 60	WATER	DISTRIBUTION SYSTEM REPAIRS	WATER MAIN REPAIRS - 2206 SPRUCE	12,562.50	
UTILITY FUND 60	WATER	DISTRIBUTION SYSTEM REPAIRS	B-BOX REPAIR - 404 S. THORNWOOD	3,400.00	
UTILITY FUND 60	WATER	DISTRIBUTION SYSTEM REPAIRS	B-BOX REPAIR & WATER SERVICE REF	3,800.00	
<b>Vendor Total:</b>				<b>19,762.50</b>	
<b>PRECISE MRM LLC</b>					
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	GPS DATA PLAN	84.00	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	VEHICLE & EQUIPMENT SUPPLIES	GPS DATA PLAN	56.00	
<b>Vendor Total:</b>				<b>140.00</b>	
<b>RELADYNE, LLC</b>					
GENERAL FUND	PUBLIC WORKS	FUEL & OIL	HYDROLIC OIL	234.72	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GAS & OIL	HYDROLIC OIL	352.08	
GENERAL FUND	PUBLIC WORKS	FUEL & OIL	HYDROLIC OIL	84.72	

VILLAGE OF LINDENHURST Treasurer's Report  
 EXP CHECK RUN DATES 10/24/2023 - 11/13/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED

		BOTH OPEN AND PAID			
Fund		Department	Line Item	Item Description	Amount
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	GAS & OIL	HYDROLIC OIL	127.08
				<b>Vendor Total:</b>	<u>798.60</u>
<b>SHERWIN INDUSTRIES, INC.</b>					
GENERAL FUND		PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	ANNUAL SERVICE HOT BOX	584.03
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	ANNUAL SERVICE HOT BOX	389.36
				<b>Vendor Total:</b>	<u>973.39</u>
<b>SOLITUDE LAKE MANAGEMENT</b>					
GENERAL FUND		ADMINISTRATION	LAKE MANAGEMENT	2023 CROOKED LAKE MAINTENANCE SE	1,600.00
				<b>Vendor Total:</b>	<u>1,600.00</u>
<b>SONDAY SERVICES</b>					
UTILITY FUND	60	SEWER	COLLECTION SYSTEM MAINTENANCE	SANITARY REPAIR 1702 GRAND AVENUE	8,450.00
				<b>Vendor Total:</b>	<u>8,450.00</u>
<b>SUN LAKE MATERIALS, INC.</b>					
GENERAL FUND		PUBLIC WORKS	GRAVEL/SHOULDER REPAIR	GRAVEL	975.64
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	GRAVEL/SHOULDER REPAIR	GRAVEL	1,463.46
				<b>Vendor Total:</b>	<u>2,439.10</u>
<b>SWANSON, MARTIN &amp; BELL, LLC</b>					
GENERAL FUND		POLICE	LEGAL EXPENSE	SEPTEMBER 2023 PROSECUTION MATI	2,779.50
GENERAL FUND		POLICE	LEGAL EXPENSE	OCTOBER 2023 PROSECUTION MATTERS	3,774.50
				<b>Vendor Total:</b>	<u>6,554.00</u>
<b>TEKLAB, INC</b>					
UTILITY FUND	60	WATER	LAB SERVICE	OCTOBER WATER SAMPLES	402.00
				<b>Vendor Total:</b>	<u>402.00</u>
<b>USA BLUEBOOK</b>					
UTILITY FUND	60	WATER	CHLORINE GAS & POLYPHOSPHATE	DECHLOR TABLETS	616.68
				<b>Vendor Total:</b>	<u>616.68</u>
<b>USIC LOCATING SERVICES, INC</b>					
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	JULIE - CONTRACT UTILITY LOCATING	LOCATING SERVICES OCTOBER 2023	7,572.64
				<b>Vendor Total:</b>	<u>7,572.64</u>
<b>USPS STAMP FULFILLMENT SERVICES</b>					
GENERAL FUND		ADMINISTRATION	POSTAGE	STAMPS TO GO ORDER	2,640.00
				<b>Vendor Total:</b>	<u>2,640.00</u>
<b>VERIZON WIRELESS</b>					
UTILITY FUND	60	SEWER	TELEPHONE	LS6 SEP/OCT PHONE	31.22
GENERAL FUND		POLICE	EQUIPMENT	PD CELL PHONES	170.12
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	TELEPHONE	PW INTERNET, CELL PHONES & TABLE	195.23
				<b>Vendor Total:</b>	<u>396.57</u>
<b>VISTA MEDICAL CENTER WEST</b>					
UTILITY FUND	60	SEWER	IMMUNIZATIONS	HEP B VACCINE - SONNEFELDT	72.35
				<b>Vendor Total:</b>	<u>72.35</u>
<b>YELLOWSTONE LANDSCAPE INC</b>					
UTILITY FUND	60	SEWER	LANDSCAPING CONTRACT	OCTOBER 2023 MOWING	2,804.00
UTILITY FUND	60	WATER	LANDSCAPING CONTRACT	OCTOBER 2023 MOWING	724.00
GENERAL FUND		PUBLIC WORKS	LANDSCAPING CONTRACT	OCTOBER 2023 MOWING	5,684.00
				<b>Vendor Total:</b>	<u>9,212.00</u>
				<b>Grand Total:</b>	<u>691,925.28</u>

**Fund Totals:**

GENERAL FUND 01	275,370.58
I.M.R.F./F.I.C.A. FUND 06	8,759.53
IT FUND 11	15,844.64
COMMUNITY CAPITAL FUND 21	40,819.62
MISCELLANEOUS ESCROW FUND 24	4,142.50
REFUSE & RECYCLING FUND 30	111,258.69
ECONOMIC DEVELOPMENT FUND 40	2,400.00
UTILITY FUND 60	233,329.72
<b>Total For All Funds:</b>	<b>\$691,925.28</b>



# Village of Lindenhurst Strategic Priority Dashboard

## Mission Statement

The Village of Lindenhurst, in partnership with our community, continuously strives to provide a safe, healthy, and vibrant environment through quality customer service, public safety, progressive leadership, and financial responsibility.

## Vision Statement

The Village of Lindenhurst endeavors to be the friendliest and most appealing community in Lake County, Illinois; enriched by small-town values and traditions, fostering an atmosphere where citizens and businesses can thrive.

## Core Principles

Vision Embracing innovative solutions for a better future.

Accountability Demonstrating transparency through ethical, efficient government.

Leadership Inspiring and expecting the best of ourselves, each other, and the community.

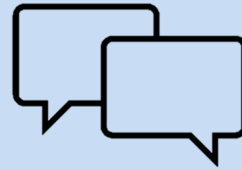
Unity Connecting people through collaborative engagement.

Excellence Striving to be our best through integrity, teamwork, and exceptional customer service- nurturing a friendly, desirable place to live.



All data is displayed by Fiscal Year (FY), unless otherwise specified. The Village's fiscal year runs from May 1- April 30.

## Strategic Areas:



Community Branding & Engagement

Capital Infrastructure Planning & Improvements



Business Recruitment & Retention

Responsible Growth & Development

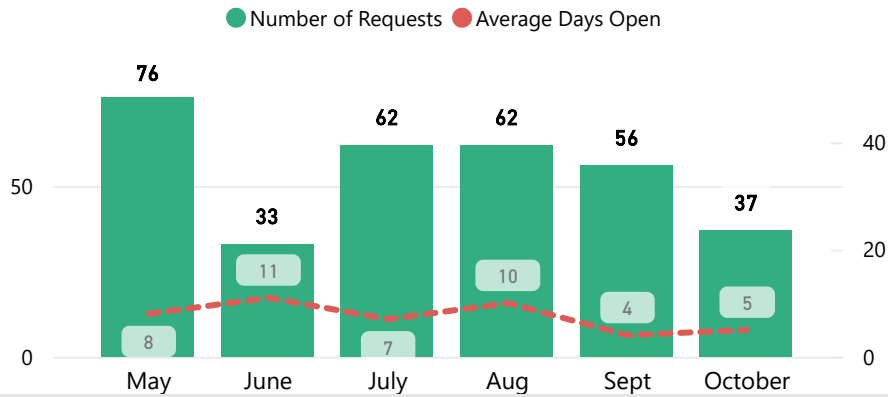


Innovative Planning & Practices

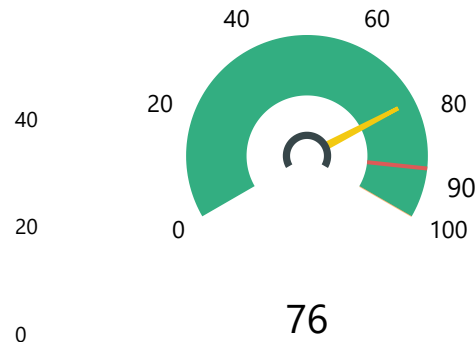
# Community Branding & Engagement



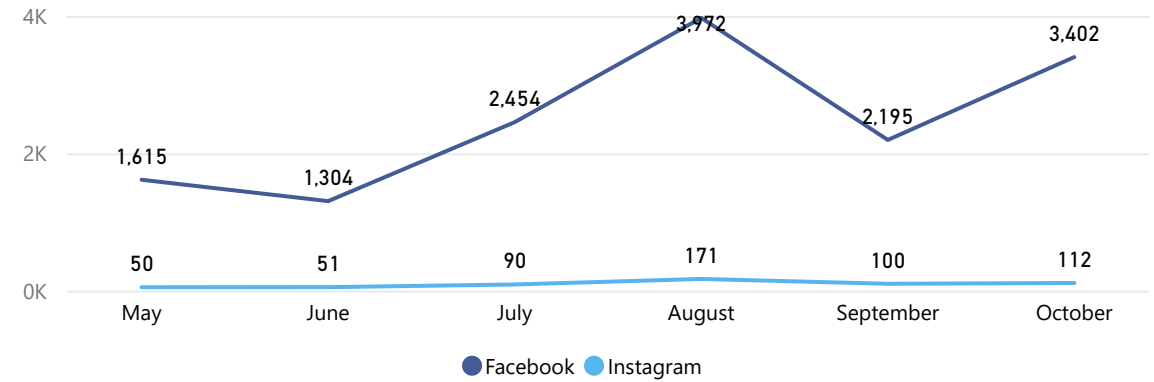
### Monthly Service Request Totals



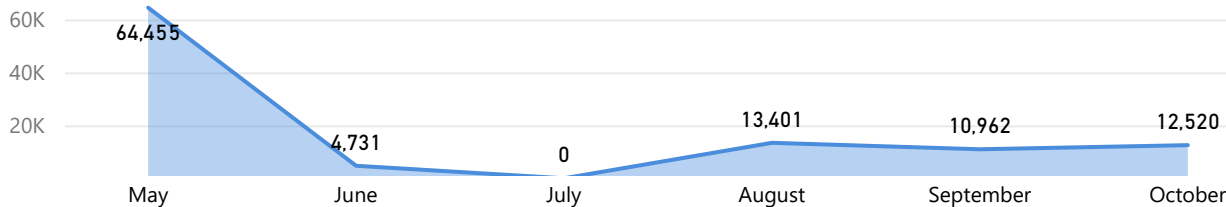
### October- Request Resolution



### Social Media Platform Profile Visits

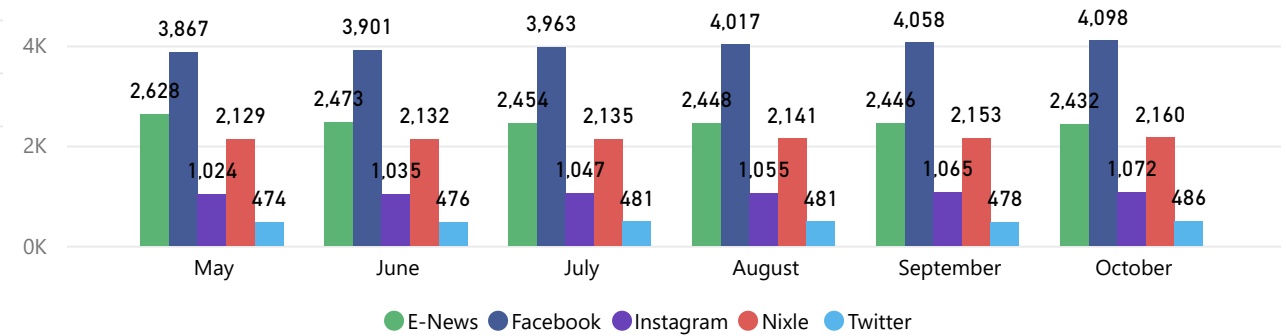


### Village Website Monthly Views



Note: There is no July data for the Website due switch over of data to our new website host.

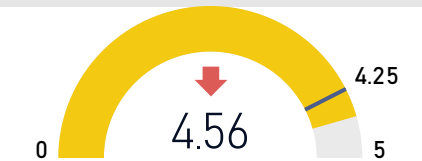
### Village Media Platform Followers



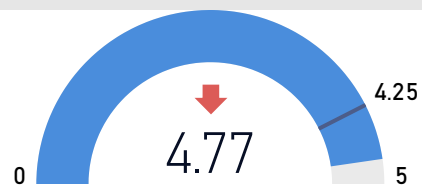
### October- Top 5 Website Pages

Page Name	Number of Views
Pay My Utility Bill	322
Halloween Safety Tips	130
Code Enforcement & Community Service Officer	73
Fall Hydrant Flushing Notice	69
A Message from the Chief of Police	58

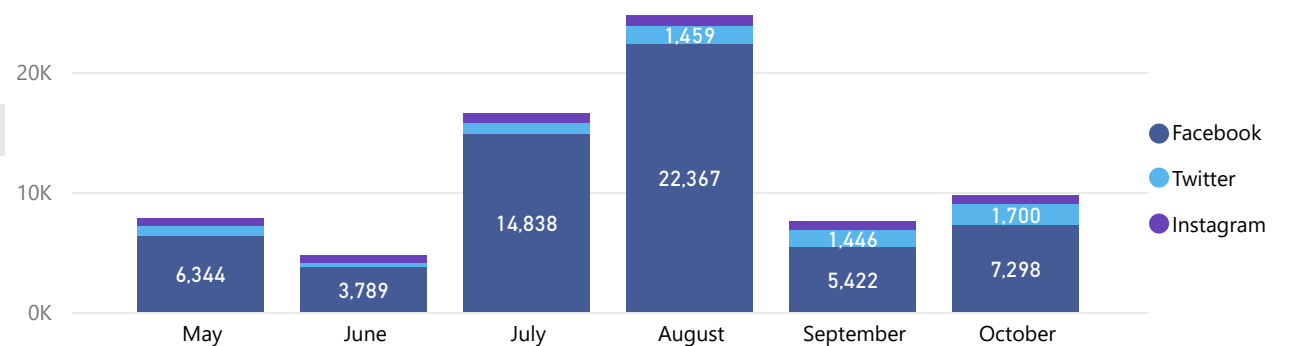
### October- Customer Satisfaction



### FYTD Customer Satisfaction



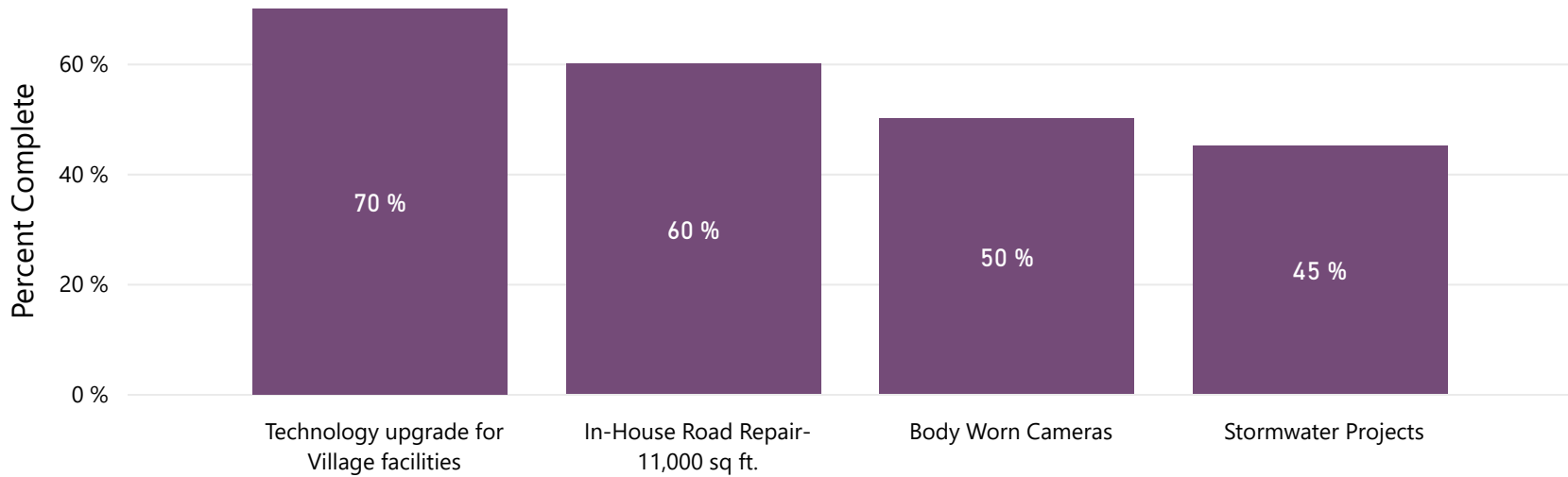
### Social Media Post Reach



# Capital Infrastructure Planning & Improvements

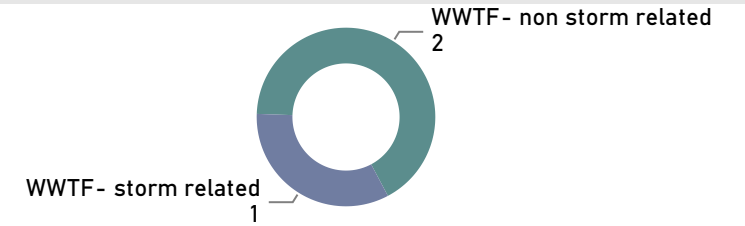


## On-going Capital Projects

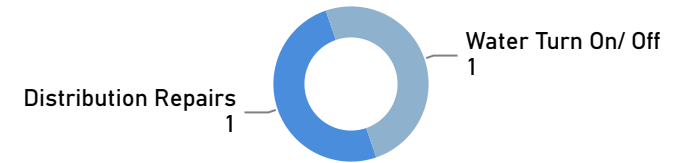


PROJECT	DESCRIPTION OF PROJECT
Stormwater Projects	Address stormwater complaints through installation of piping, ditching, or underdrains.
Body Worn Cameras	Cameras are onsite for testing and evaluation. Three officers are testing cameras and are expected to be completed on December 1.
Technology upgrade for Village facilities	Johnson Controls finished the Village hall portion of the project. Johnson Controls is working on the reservoir portion, and PW to install fence.
In-House Road Repair- 11,000 sq ft.	Remove and replace deteriorated sections of pavement within the Village.

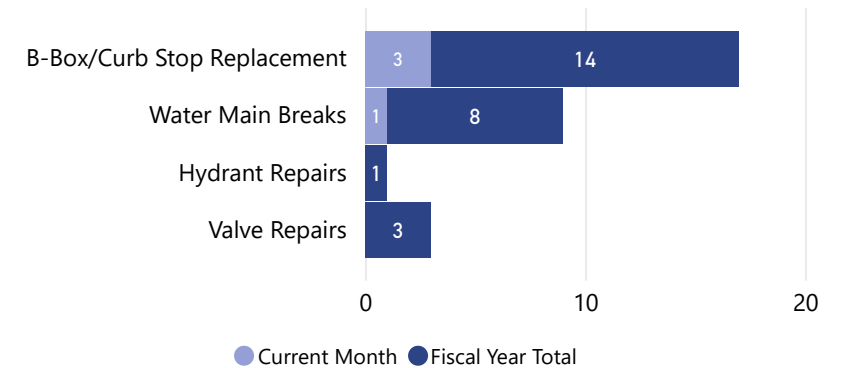
## October- After hour call outs: Sewer



## October- After hour call outs: Water



## Distribution Repairs



Location	Type of Repair
2206 Sprucewood Drive	Watermain Break Repair
1580 Partridge Circle	B-box repair
2521 Colony Avenue	B-box repair
56 Bridlepath Drive	B-box repair

# Business Recruitment & Retention



Lindenhurst Economic Assistance Program (LEAP) Dollars Spent

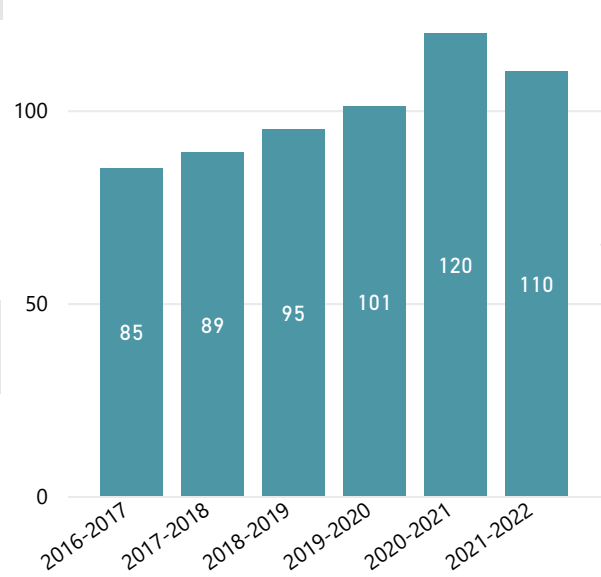
**\$104,816.32**

Dollars Awarded

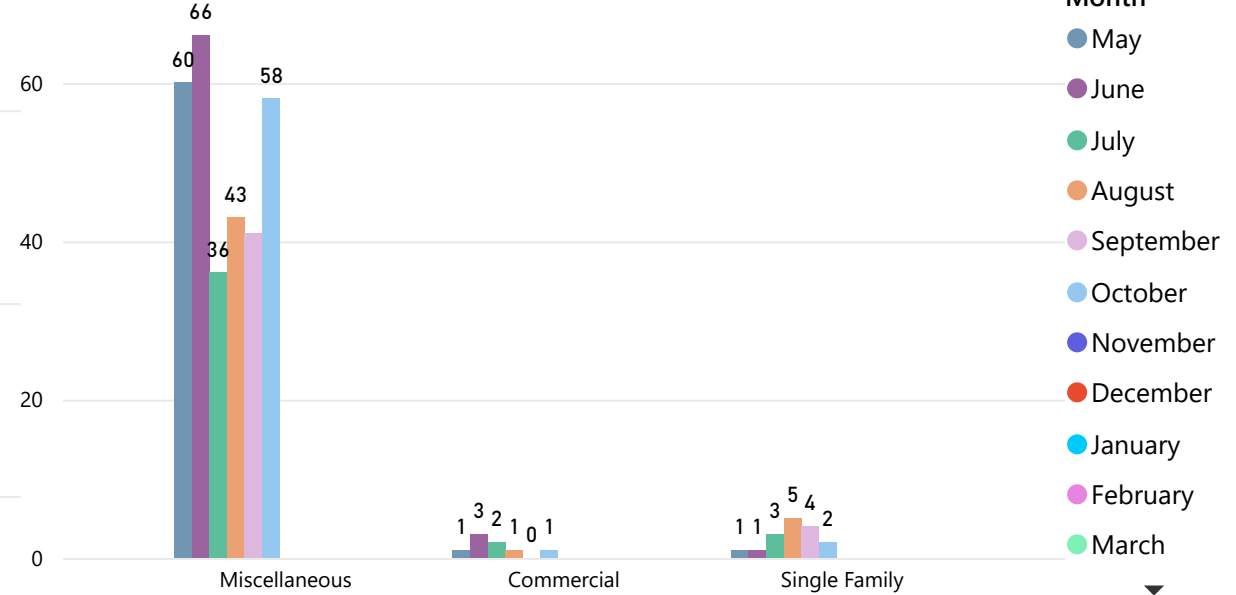
Number of Businesses Awarded for LEAP Funds

**5**

Annual Business License Renewals



Monthly Building Permit Information



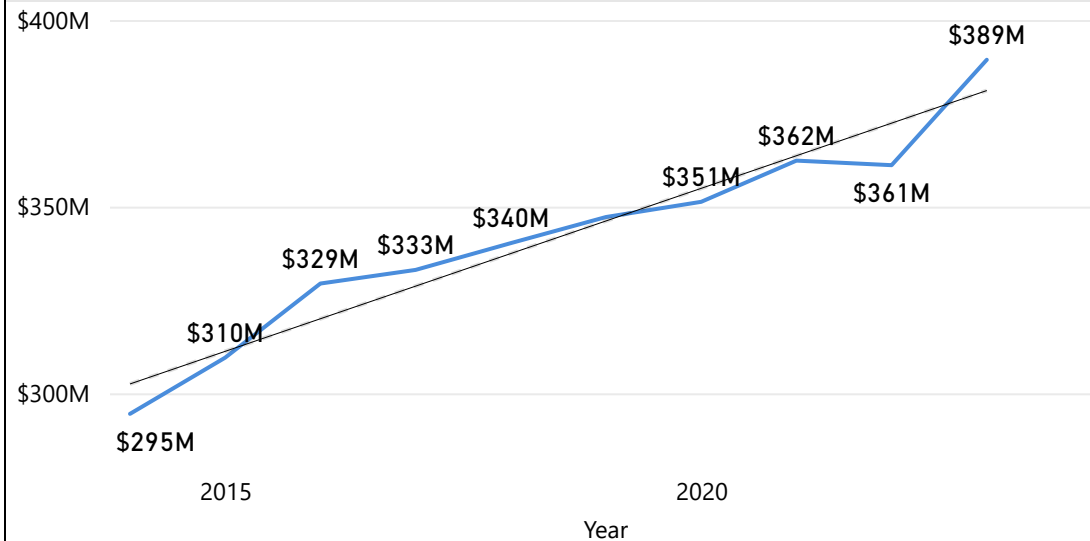
Month

- May
- June
- July
- August
- September
- October
- November
- December
- January
- February
- March

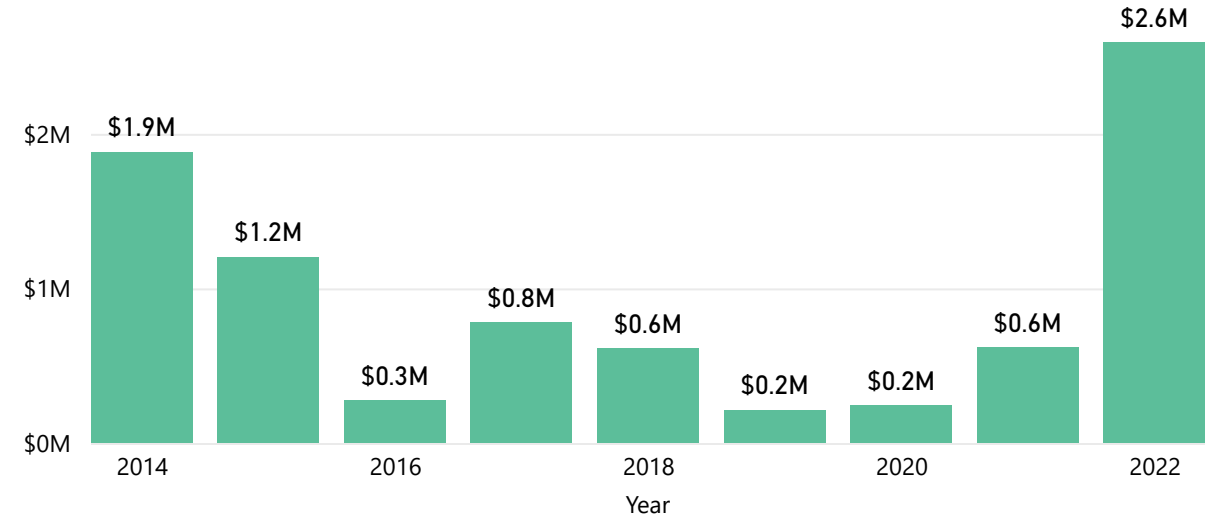
Fiscal Year

- 2020
- 2021
- 2022
- 2023
- 2024

Lindenhurst Taxable Equalized Assessed Value (EAV)



New Property EAV



EAV Filter

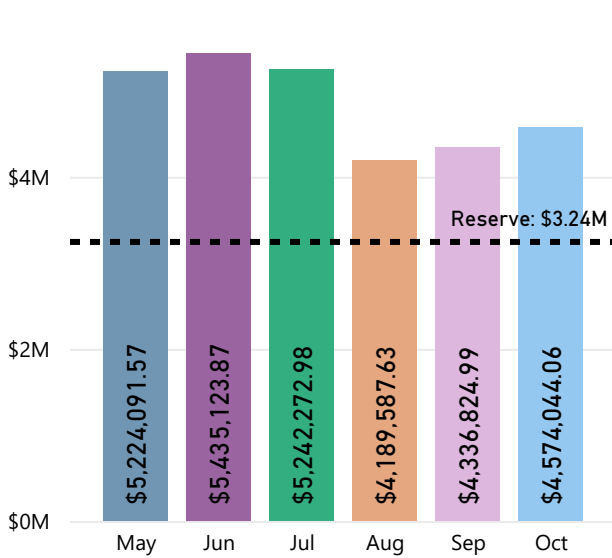
Year

- Select all
- 2014
- 2015
- 2016
- 2017
- 2018
- 2019
- 2020
- 2021
- 2022
- 2023

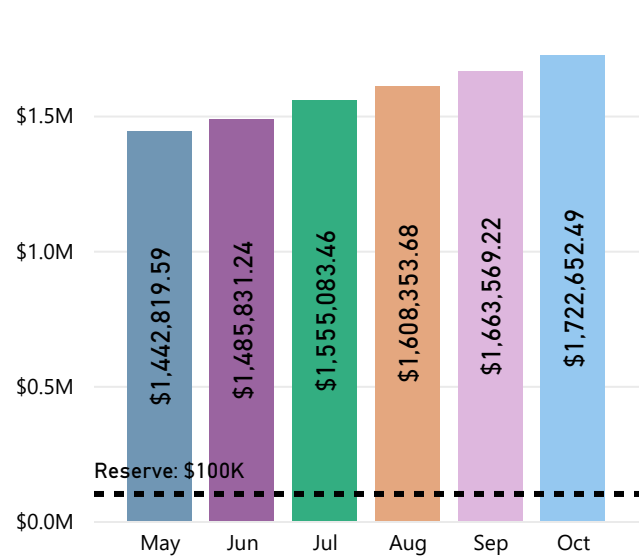
# Responsible Growth & Development



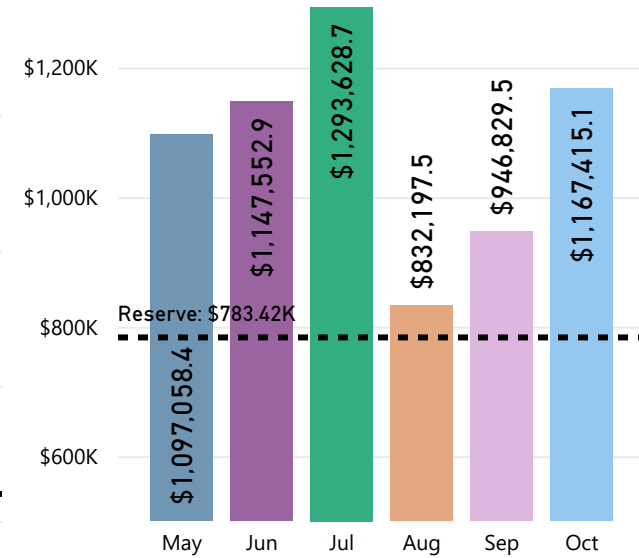
General Fund Cash Balance



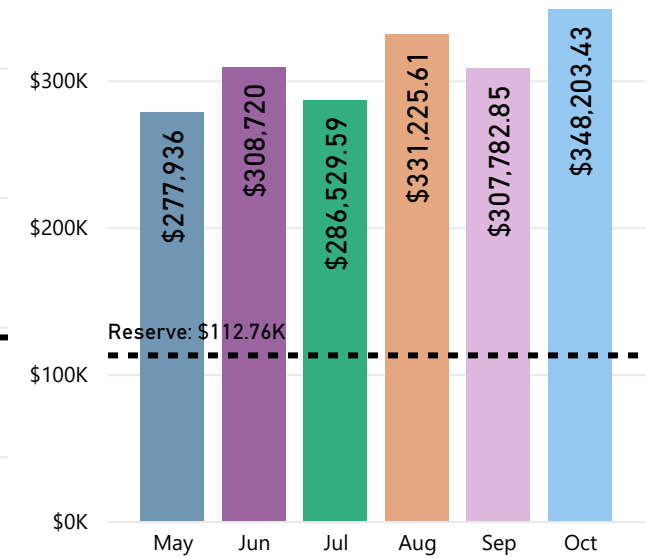
Motor Fuel Tax Cash Balance



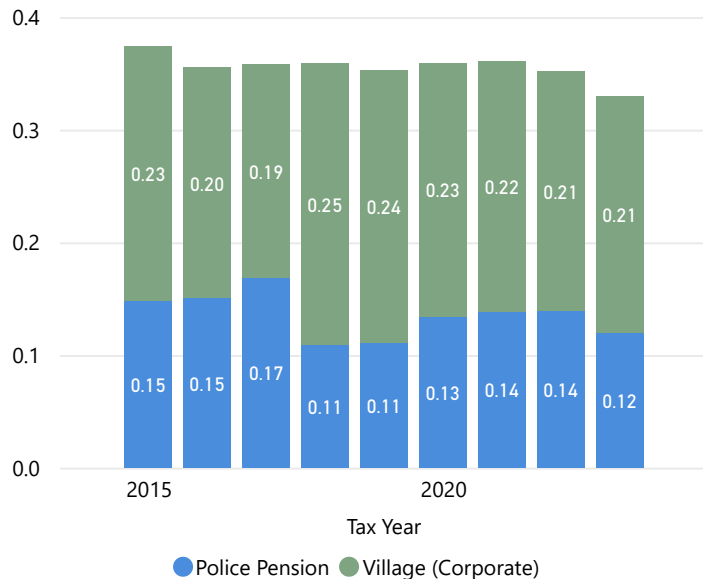
Water/Sewer Fund Cash Balance



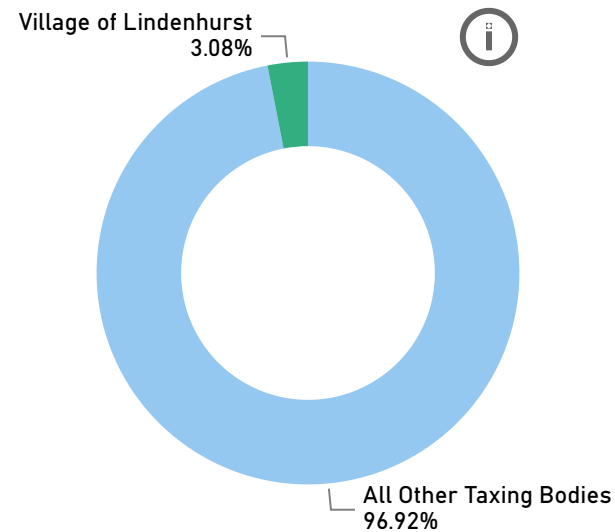
Garbage Fund Cash Balance



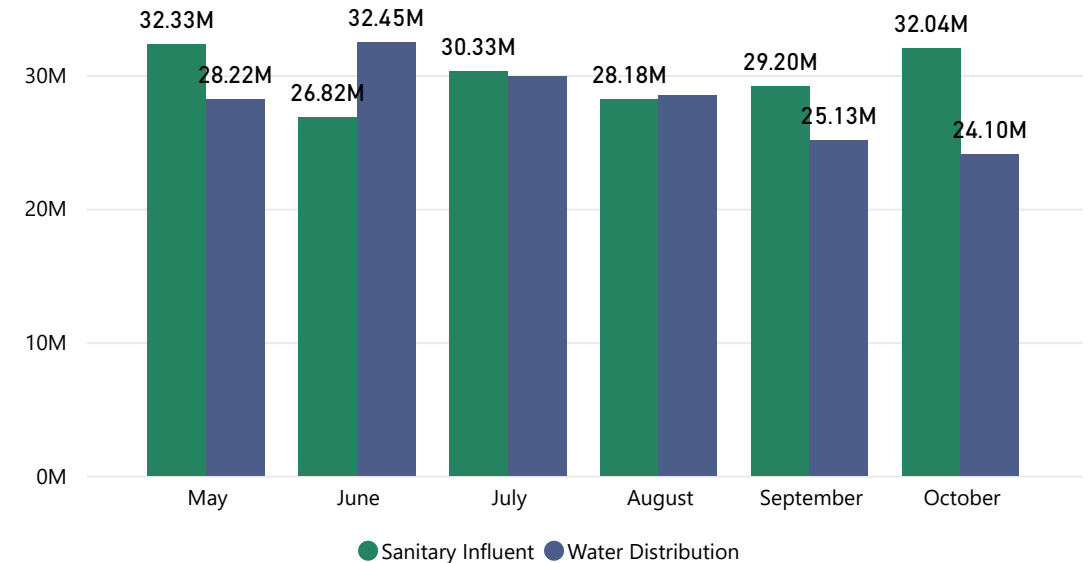
Annual Village Property Tax Rate



Percentage of Total Property Tax Bill



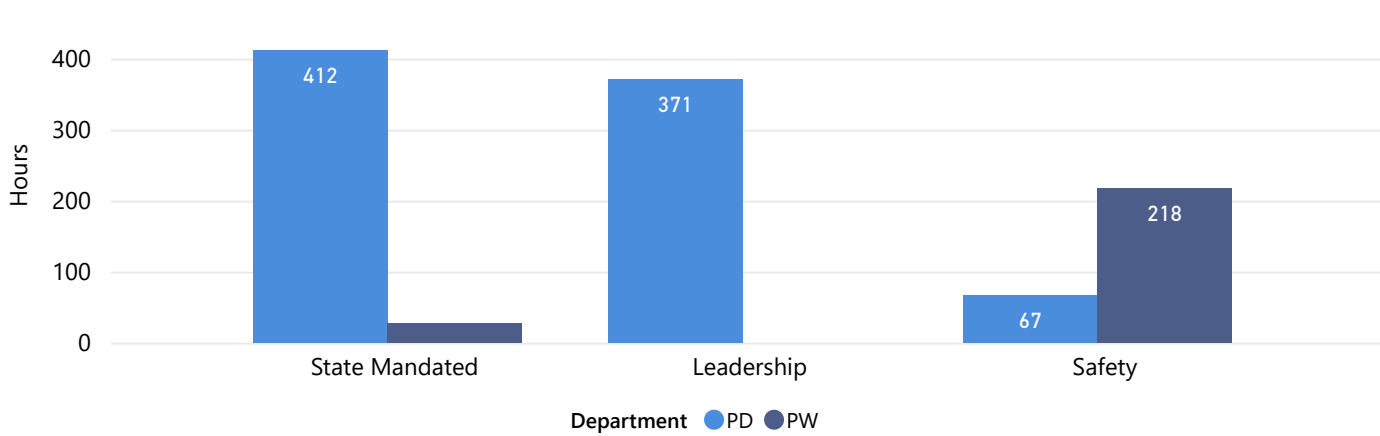
Water Distribution and Sewage Treatment Quantities



# Innovative Planning & Practices



Organizational Training (Fiscal Year Total)



Traffic Accident Data by Month



Public Works Training Hours Per Employee

**20.46**

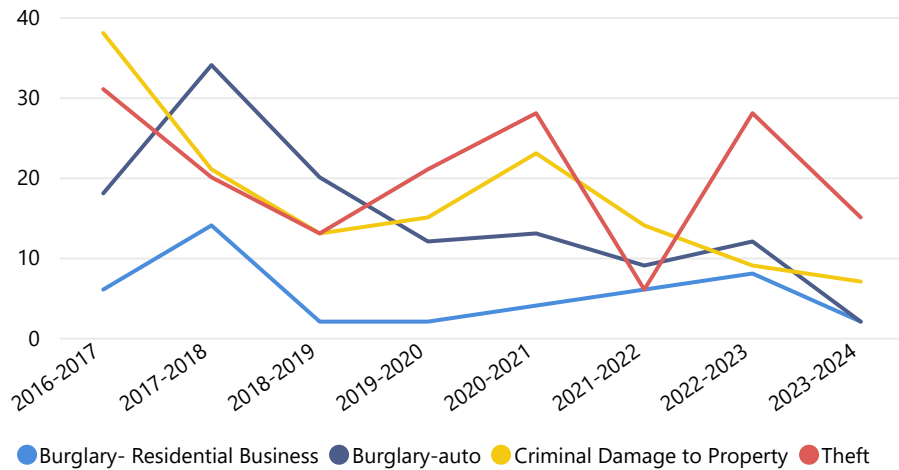
Public Works

Police Department Training Hours Per Employee

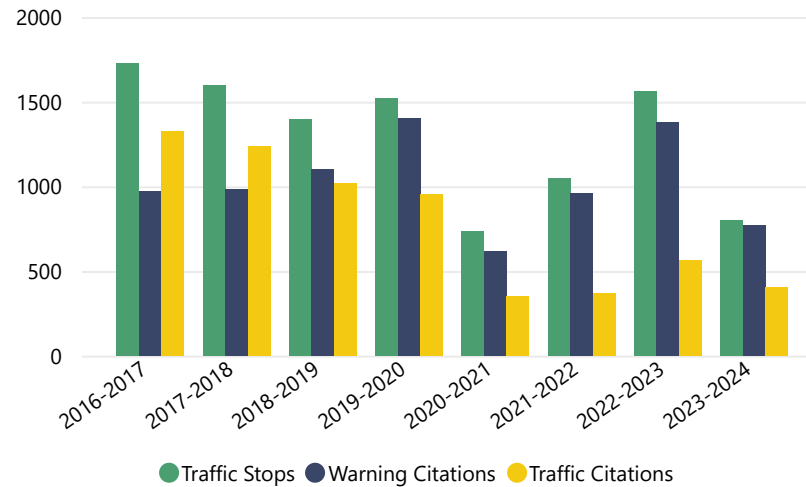
**70.79**

Police Department

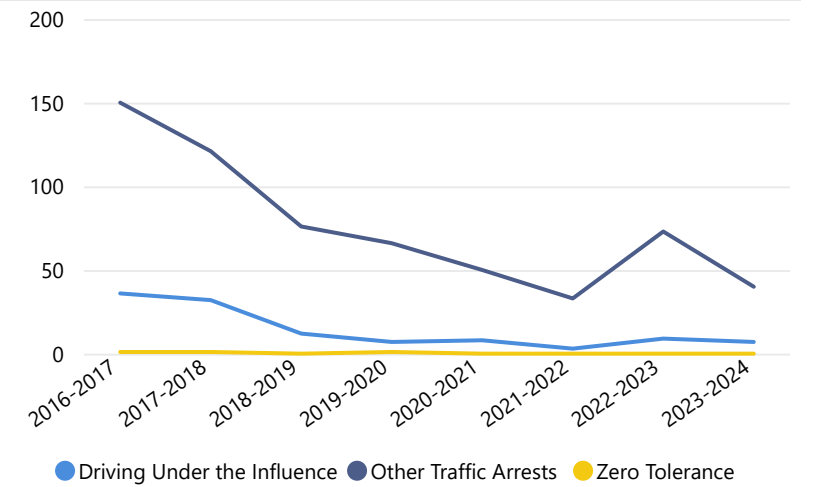
Criminal Offenses (Property)



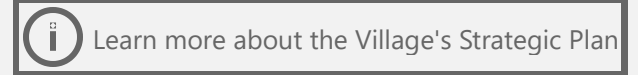
Traffic Enforcement



Traffic Enforcement Arrests



# Measuring Strategic Plan



## Community Branding & Engagement

Goal	% Complete	Notes
Enhance communication & engagement between Village & community	<div style="width: 85%;"></div>	85 Second Community Survey complete and results posted to web
Work to engage stakeholders to create a community brand & defined identity for Village	<div style="width: 90%;"></div>	90 Update Communication Plan adopted; Redeveloped website launched (6/28), E-News Launched (6/15)

## Capital Infrastructure Planning & Improvements

Goal	% Complete	Notes
Explore possibilities & workable approaches to mitigate flooding issues	<div style="width: 70%;"></div>	70 Applied for grants with LCFPD for Rose Tree Lane Outfall Project
Implement a long term Capital Improvement Plan focused on proactive infrastructure repairs & sustainability	<div style="width: 80%;"></div>	80 New E-311 system launched along with website to tie into asset management system
Prioritize current stormwater needs & develop plan to fund and implement stormwater projects	<div style="width: 95%;"></div>	95 Projects prioritized and list is funded partially annually

## Business Recruitment & Retention

Goal	% Complete	Notes
Explore the possibility of implementing a TIF district to help with redeveloping Linden Plaza/ Grand Commercial corridor	<div style="width: 100%;"></div>	100 TIF Adopted 5/9/22
Identify and explore business attraction strategies	<div style="width: 90%;"></div>	90 Economic Development Strategist has developed Goals and Action Plan
Execute identified business attraction strategies	<div style="width: 70%;"></div>	70 "Speed dating" business retention visits conducted; Increased social media presense; Working on feature for periodical
Develop and implement a redevelopment plan for Linden Plaza and Grand Avenue commercial corridor	<div style="width: 65%;"></div>	65 Redevelopment Plan Assistance applied for through APA-IL Pro Bono Program

## Responsible Growth & Development

Goal	% Complete	Notes
Exploring annexing property, especially at Routes 132 & 45 to establish defined boundaries	<div style="width: 30%;"></div>	30

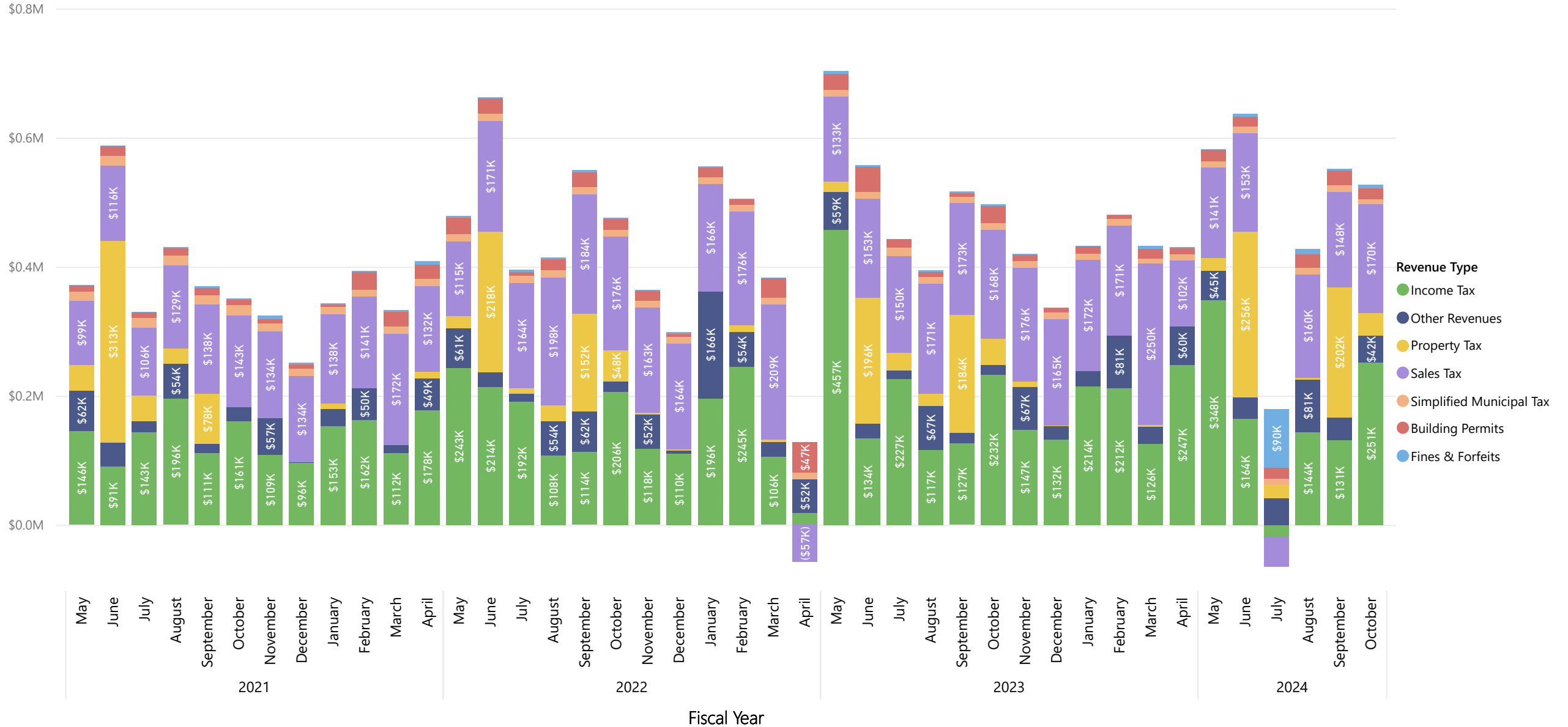
## Innovative Planning & Practices

Goal	% Complete	Notes
Conduct an organizational review and advancement study to evaluate staff roles and responsibilities: identify efficiencies, explore technology upgrades and improvements	<div style="width: 25%;"></div>	25 N/A
Continue to explore and evaluate potential additional revenue sources	<div style="width: 50%;"></div>	50 Enterprise fund fees and charges evaluated

# Village of Lindenhurst Financial Tracking and Detail Report



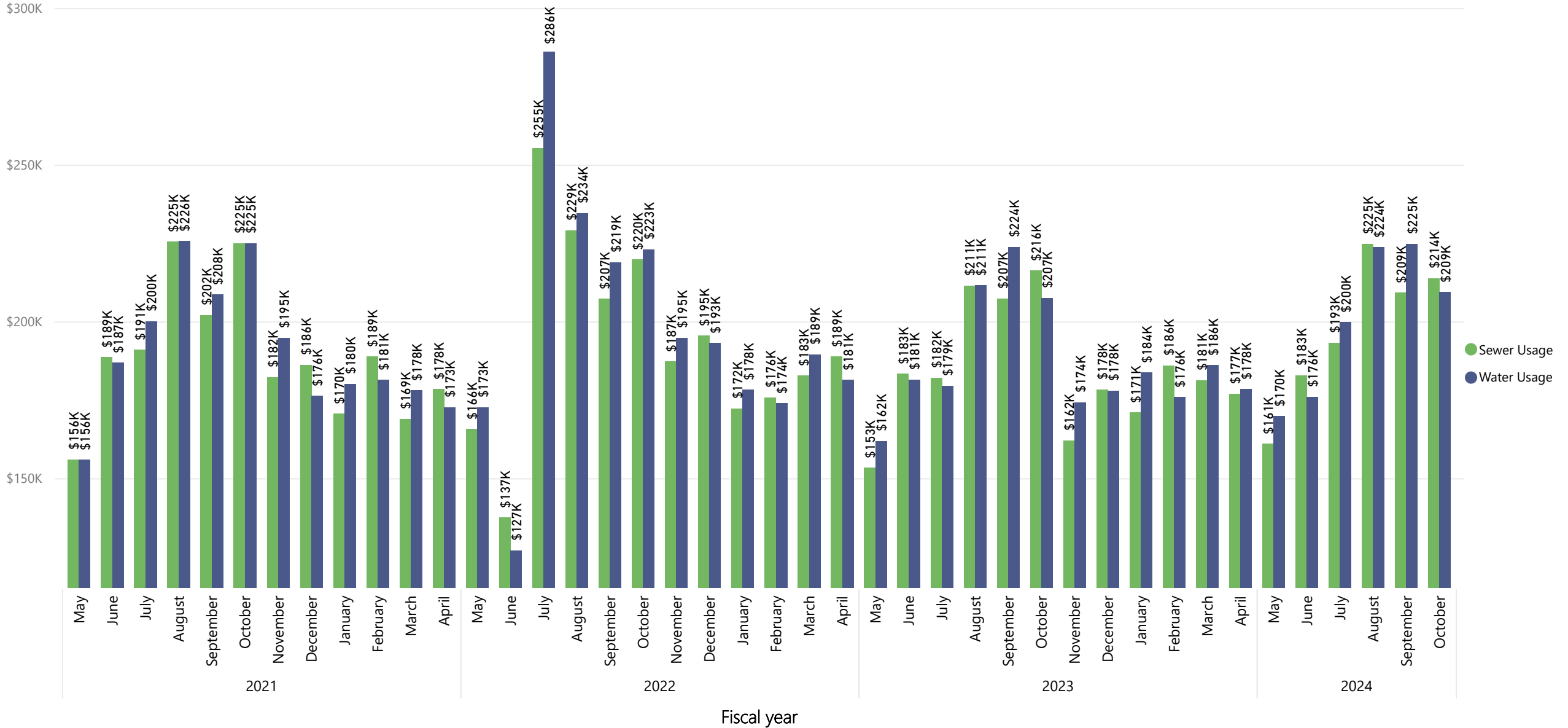
## Annual General Fund Revenues by Type



# Village of Lindenhurst Financial Tracking and Detail Report

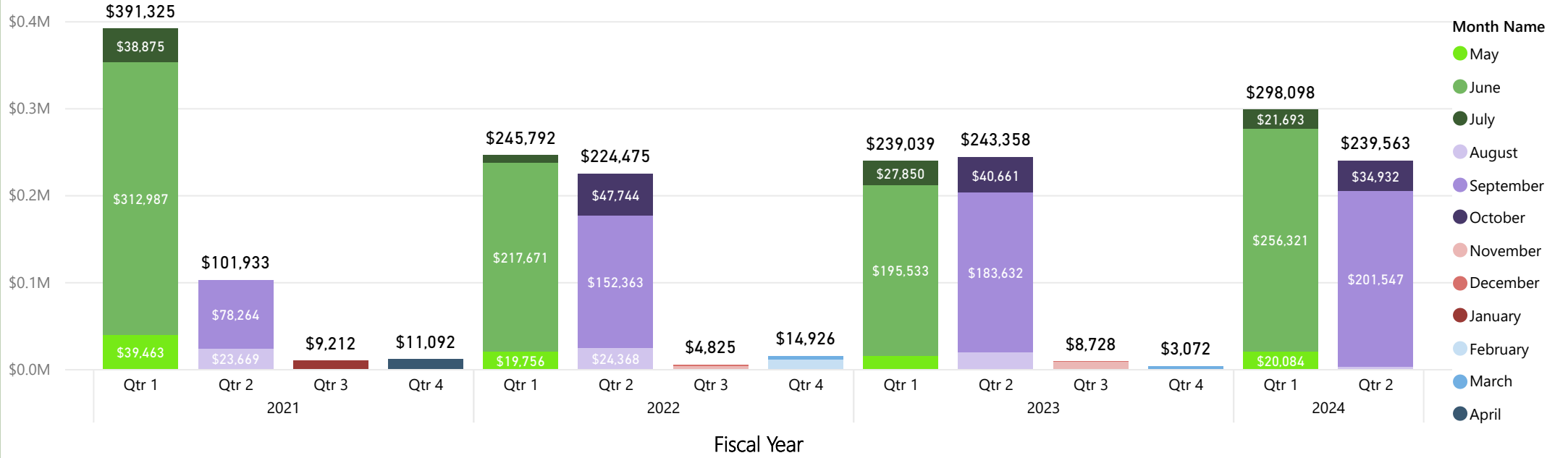


## Annual Water and Sewer Receipts

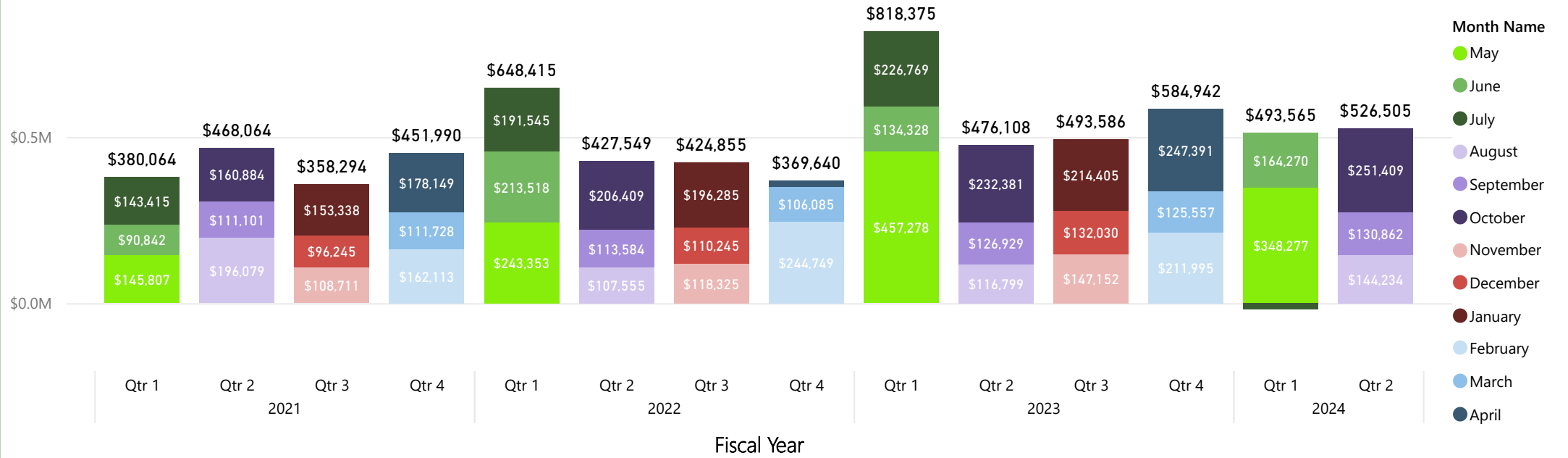


**General Fund**  
Individual  
Revenue  
Sources

Property Tax Receipts by Month

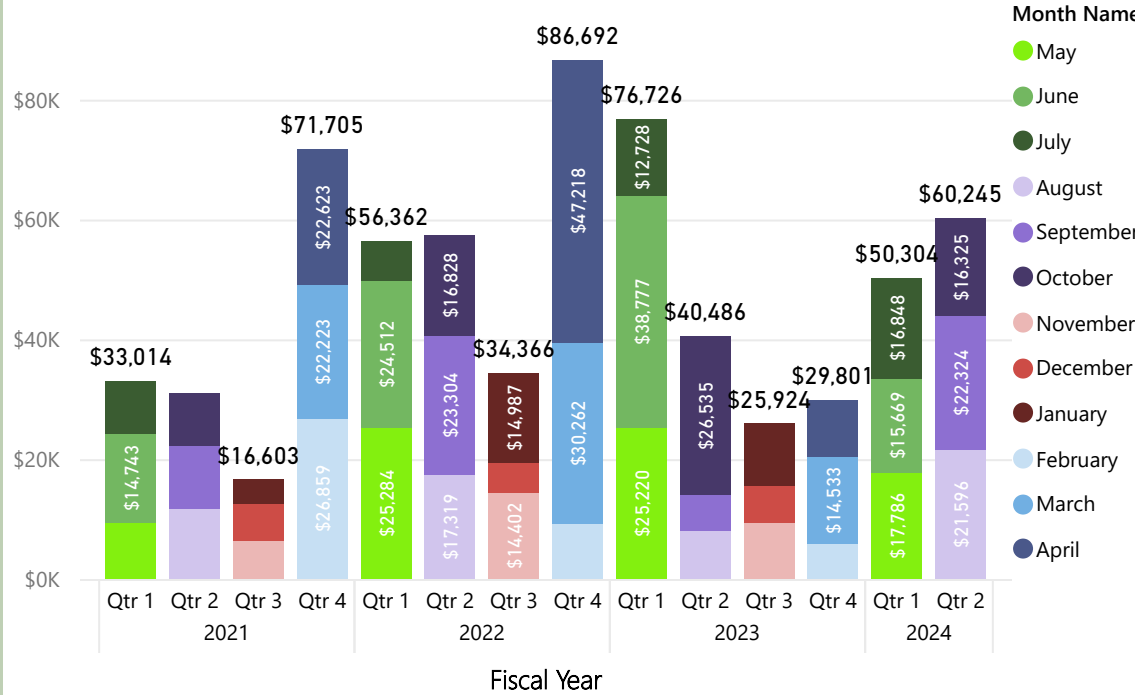


Income Tax Receipts by Month

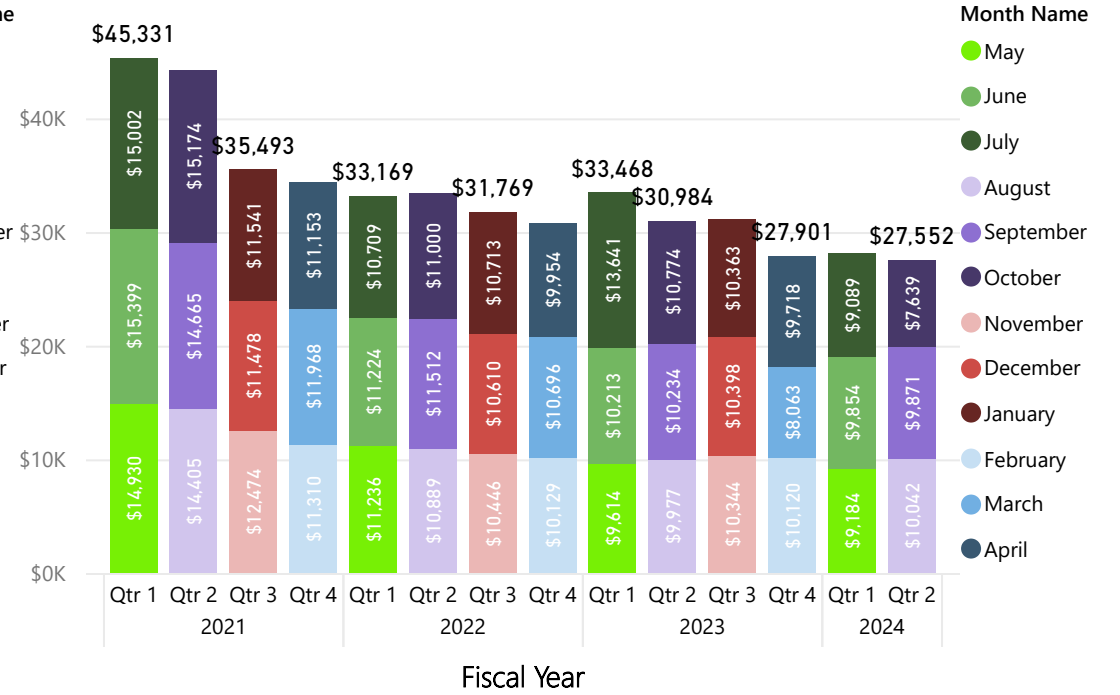


**General Fund**  
Individual Revenue Sources

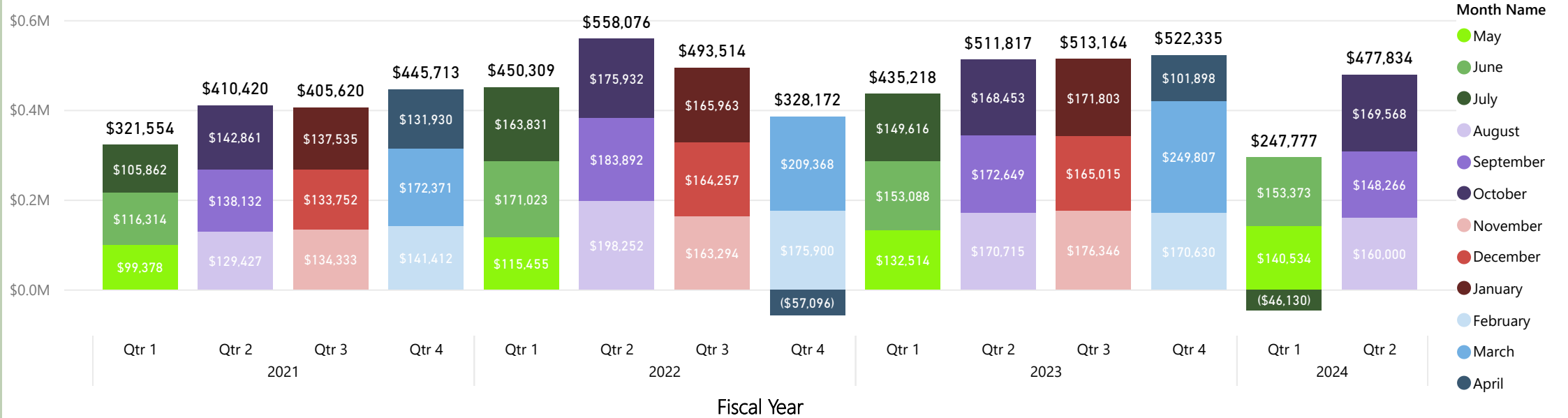
Building Permits Receipts by Month



Simplified Municipal Tax Receipts by Month

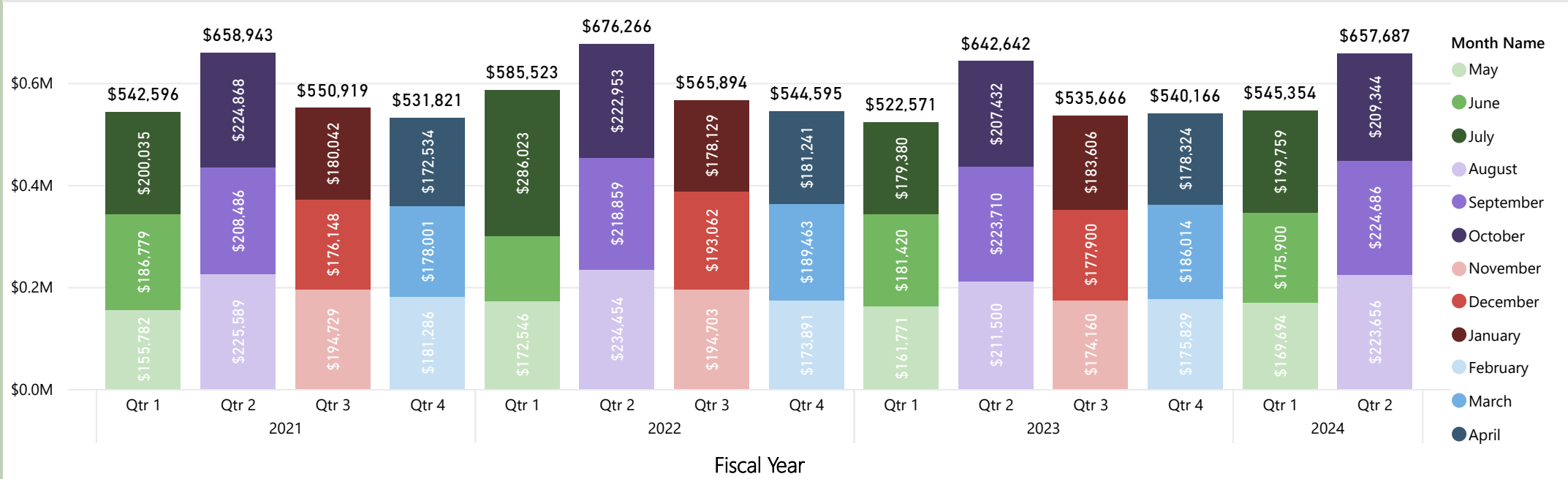


Sales Tax Receipts by Month

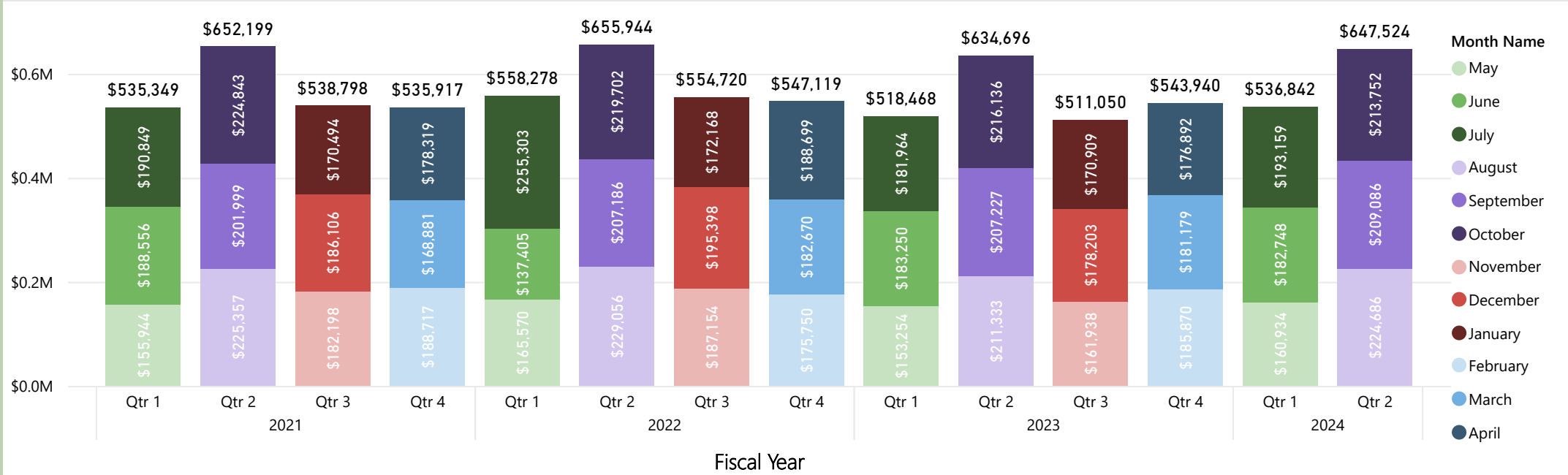


# Water/ Sewer Revenues by Month

## Water Usage Revenues by Month



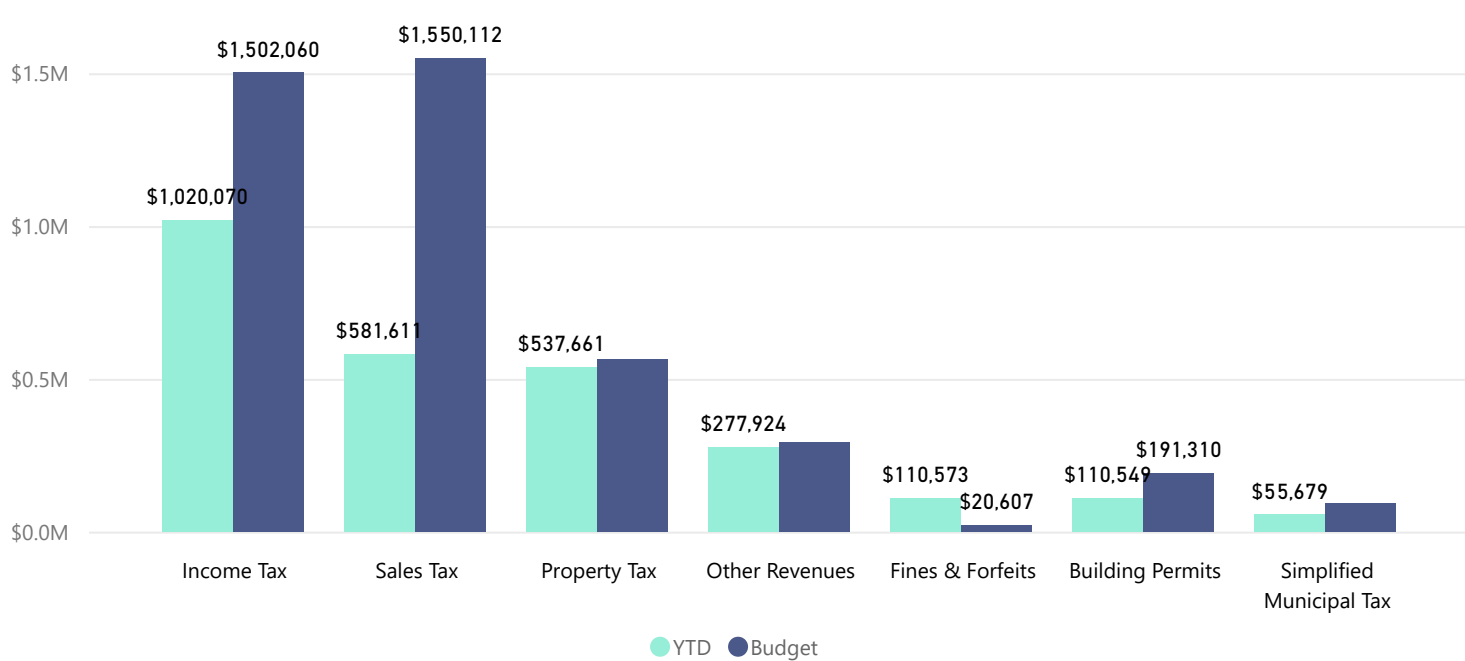
## Sewer Usage Revenue by Month



## General Fund Historical Revenues

FY	Month Name	Property Tax	Sales Tax	Income Tax	Fines & Forfeits	Building Permits	Simplified Municipal Tax	Other Revenues
2024	May	\$20,084	\$140,534	\$348,277	\$10	\$17,786	\$9,184	\$45,386
2024	June	\$256,321	\$153,373	\$164,270	\$4,198	\$15,669	\$9,854	\$33,513
2024	July	\$21,693	(\$46,130)	(\$18,982)	\$90,212	\$16,848	\$9,089	\$40,896
2024	August	\$3,084	\$160,000	\$144,234	\$8,336	\$21,596	\$10,042	\$80,644
2024	September	\$201,547	\$148,266	\$130,862	\$2,671	\$22,324	\$9,871	\$35,838
2024	October	\$34,932	\$169,568	\$251,409	\$5,147	\$16,325	\$7,639	\$41,648

## Actual Fiscal Year 23 Revenue Compared to Budget

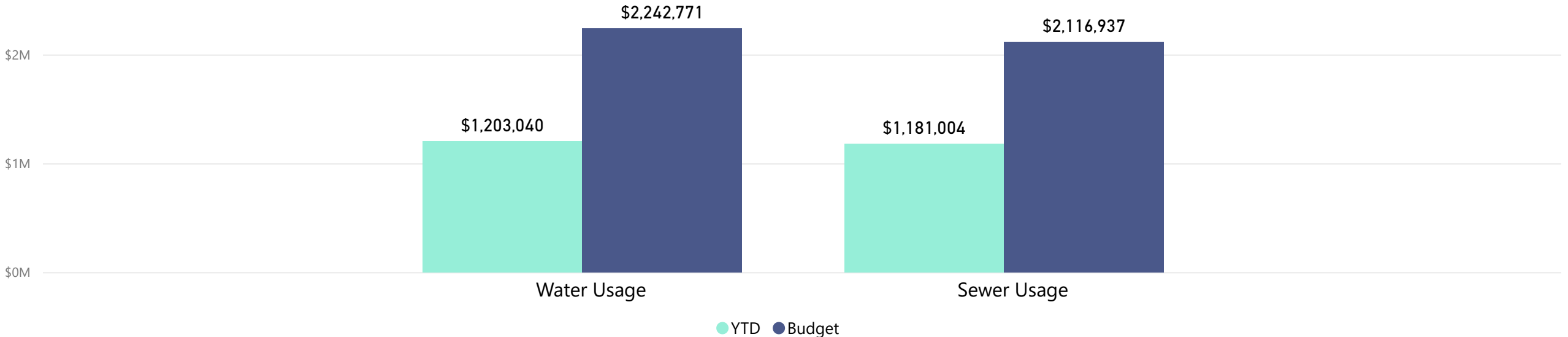


Revenues	YTD	Budget	% of Budget
Sales Tax	\$581,611	\$1,550,112	37.52 %
Income Tax	\$1,020,070	\$1,502,060	67.91 %
Property Tax	\$537,661	\$563,151	95.47 %
Other Revenues	\$277,924	\$293,456	94.71 %
Building Permits	\$110,549	\$191,310	57.79 %
Simplified Municipal Tax	\$55,679	\$94,406	58.98 %
Fines & Forfeits	\$110,573	\$20,607	536.58 %

## Water/ Sewer fund Historical Revenues

FY	Month Name	Water Usage	Sewer Usage
2024	May	\$169,694	\$160,934
2024	June	\$175,900	\$182,748
2024	July	\$199,759	\$193,159
2024	August	\$223,656	\$224,686
2024	September	\$224,686	\$209,086
2024	October	\$209,344	\$213,752

## Actual FY23 Revenue Compared to Budget



Revenues	YTD	Budget	% of Budget
Sewer Usage	\$1,181,004	\$2,116,937	56 %
Water Usage	\$1,203,040	\$2,242,771	54 %



## MEMORANDUM

**DATE:** November 10, 2023

**TO:** Mayor Marturano and the Village Board of Trustees

**FROM:** Clay T. Johnson, Village Administrator

**RE:** **Regular Village Board Meeting Agenda Transmittal for November 13, 2023**

### New Business

**A. Bid Award: Lift Station Controls and Equipment Upgrades – Connelly Electric Company - \$267,000**

Recently the Village opened bids for work related to upgrades for Lift Stations #2, 3, 4, 9 & 10 pumps and controls. This project was identified back in 2021 when the Village first learned of American Rescue Plan Act Funds (ARPA). The proposed work included replacements of pumps, but also enhancements to controls which would allow stations to connect to the Village's SCADA system. This project and engineering were included in the FY 2024 budget at a total cost of \$289,000. This budgeted amount was based on an engineer's estimate of the work at \$240,000 and about \$39,000 in design work associated with the project in FY 24. Upon opening the bids, the lowest apparent bidder was Connelly Electric Company of Addison, IL at a base bid of \$267,000 - \$27,000 over estimate and budget. The base bid includes the replacement pumps, upgrades, and all related work for Lift Stations #9 and 10. There is a significant difference between the two companies' bidded costs – a little over \$130,000. We suspect that it may be due to the fact that Connelly Electric uses Wunderlich-Malec equipment, and Wunderlich-Malec is familiar with the Village's systems. Also, Connelly is more local than Integrated Process Solutions, which saves the Village some mobilization and travel costs.

Because of some of the timing of design engineering invoices, more has been expensed from the Water/Sewer Capital Fund for this project than was anticipated in FY 24. Approximately \$36,300 has been spent out of the account thus far, with another \$27,000 in approved design work to go. When excluding the design work completed and anticipated, there is only about \$225,600 budgeted for this project. Because the remaining design work is very technical in nature, requiring significant programming work to tie the improvements into our SCADA system, there is very little we can scale back on in order to save on design costs.

Here are some options to consider with regard to this project's bids:

1. *Reject the Bid & Alternates* – This is the second time we have bid this work. The project was rejected previously for being over budget. We can review our scope, budget for a



new (possibly higher) cost, and rebid in FY 25, but it is unclear where prices will be at that time.

2. *Approve the Bid* – Moving forward with the replacements and SCADA integration reduces labor hours due to improved equipment and the ability to monitor the status of that station remotely.
  - a. *Proceed with the base bid and alternates (\$414,000)* – There is cash available within the fund to make this project work without impacting others. The appealing part of the bid to our staff is the cost of the alternatives totaling just under \$150,000 for improvements to all three stations.
  - b. *Proceed with the base bid only (\$267,000)* – Similar to Option 2A above.
  - c. *Proceed with the base bid, but defer other Water/Sewer Capital projects (\$267,000)* – Public Works has not begun the replacement of the guiderails at Lift Station #8 (budgeted at \$20,000) and look to other sources in the case that other miscellaneous equipment needs to be purchased (budgeted at \$5,000). This does not negate the difference between the bid and the estimated construction cost.

Staff seeks direction on how the Village Board would like to proceed with this project. A representative from Strand Engineering will be present on Monday in case there are any other questions.

**B. Approval: Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project Temporary Easement Acquisition (Easements #0002, 0003, 0005, 0007, 0008)**

Prior to the bidding and construction of the Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project, the Village must acquire approximately ten temporary easements and one permanent easement. The ten temporary easements extend into residents' driveways and are necessary primarily for regrading. The purpose of acquiring these temporary easements is to permit the regrading of driveways in order to meet slopes that adjoin the new roadway, and comply with ADA standards related to sidewalk installation. Temporary easements are established upon approval of agreements and recording of the easement documents through the end of construction. In cases where driveways/walkways are disrupted, it is the Village's stated goal to restore what existed prior to the beginning of construction. In fact, bidding documents require the contractor to repair items like brick walkways or planters that may be disturbed in the construction process.

The acquisition of the permanent easement will allow the Village to run new storm sewers to Lake Linden. The permanent easement is located within Linden's Landing and must be conveyed to us by the Lindenhurst Park District. The Park District is actually providing this easement to the Village as a donation which is a savings of time and money to the overall project. There is benefit to the Park District, as old storm sewer outfalls will be abandoned



and some of the shoreline at Linden's Landing will be cleaned up in conjunction with the storm sewer construction.

Prior to negotiating with our residents, Hampton, Lenzini, and Renwick (HLR) appraises the value of each individual easement based upon a number of factors which include size of the easement and the length of time the Village intends on holding the easement. That figure is presented, along with the full appraisal, to the residents for their consideration. This is also true in the case of the permanent easement on the property owned by the Park District, but they elected to move forward with the donation anyway. The four temporary easements presented this evening all agreed to offer the easements at the original amount calculated within the appraisal.

The four temporary easements which are before you this evening for approval are located at 2105 Sprucewood, 113 Lake Shore Drive, 202 Lake Shore Drive, and 205 Lake Shore Drive. A map of these locations is included in the materials for your convenience along with the easement documents. Properties with green dots are those where easements have been accepted by the owners. Those with red dots remain in negotiations. The total cost of these five easements presented for your approval is \$15,500. Payment for the easements will be made from the Community Capital Fund.

**C. Approval: Economic Incentive Agreement with Linden Plaza Lindenhurst, LLC - \$80,000**

At a discussion at the October 9<sup>th</sup> regular meeting, the Village Board was posed with a question of the best use of approximately \$87,000 in code violation related fines received from the previous owners of Linden Plaza. Because receiving such a high fine from a single property is unusual for our Village, some trustees had asked if simply depositing the funds within our General Fund is the most appropriate action. Could the funds be used to improve elements of the same property of which the fines were generated? There seemed to be a nexus between the results of increased code enforcement measures and the Village's desire to restore vitality to the site. These funds could help jumpstart that redevelopment process.

After the discussion, there was a consensus formed around engaging the new Plaza ownership in an agreement that largely follows the parameters of our LEAP grant program. The collected fines could be redirected to help with improvements that are universal to the property and its tenants – life safety repairs, parking lot improvements, signage, etc. The Village would hold back \$7,000 of the fine money to cover our costs of administering the code enforcement process, but designate up to \$80,000 available for property improvements. After relaying the substance of our discussion, the Plaza representatives were very appreciative of the Village's willingness to assist in rehabilitation of the property and readily agreed to the Village's economic incentive agreement. A copy of that agreement is included in your materials.



Upon your approval of the agreement, the Village will transfer \$80,000 out of the General Fund into Miscellaneous Escrow. Terms of the agreement mirror those of our other LEAP grants. Like other LEAP grants, the grant will have to show proof of payment/lien waivers as a way to confirm eligible work was completed.

**D. Approval: 2023 Property Tax Determination**

The Finance Committee held a meeting on November 6<sup>th</sup> to review the 2023 property tax levy. As part of their review, the Committee received a draft forecast of the Village's various funds, including those supported by property taxes. After that review and discussion of the Village's financial position, the Finance Committee recommended the adoption of a \$1,337,325 property tax levy. This represents an increase of \$47,233 (3.6%) over the previous year. The 3.6% increase is a combination of a 3% inflationary adjustment, based upon the 2023 increase in Social Security payments and new property added within the Village. The Finance Committee chose to forego the full 5% increase to the levy allowable under the Property Tax Extension Limitation Law (PTELL). PTELL allows non-home rule units of government like the Village to accept a CPI-based increase to the levy each year. The law caps the CPI-based adjustment at 5% which is the case for this year.

One of the primary drivers of the increase in the levy was the additional \$169,000 that must be contributed to the Police Pension Fund in FY 25. That would reduce the Corporate (General) Fund by a proportional amount. For more in-depth discussion on the components of the Village's levy, please review the memo supplied to the Finance Committee within the meeting materials.

The Village did experience an increase in our overall Equalized Assessed Valuation (EAV) over the previous year of approximately 8.3%. Lindenhurst's estimated EAV for tax year 2023 is \$421,551,555. This amount includes over \$2.68M in new construction which would represent the highest new construction valuation in nine years. Because the EAV grew considerably from the prior year, the proposed tax levy will still create a reduction in the Village's tax rate from .331343 in Tax Year 2022 to .317228 in Tax Year 2023. A 3% increase to the property tax levy with new construction added creates the following scenario:

Pay Year 2023 Tax Rate = .331343

3% CPI Property Tax Levy Increase, with New Property Added

Total EAV: \$421,551,555

Total 2023 Levy Amount: \$1,337,325

Levy Change from Previous Year: \$47,233 (3.6% Increase)

Estimated Property Tax Rate: .317228 (4.3% Decrease)

Estimated Village of Lindenhurst Tax on a \$250k home: \$264.36 (4.3% Decrease)



**ESTIMATED 2023 TAX LEVY SCENARIOS**

	<u>2022 Actual Levy</u>	<u>0% CPI, New Property Added</u>	<u>3% CPI, New Property Added</u>
<b>Corporate Fund</b>	534,452	376,157	415,105
<b>IMRF</b>	61,845	58,094	58,094
<b>Police Pension</b>	472,347	641,884	641,884
<b>Social Security</b>	80,837	79,561	79,561
<b>Insurance</b>	133,587	142,681	142,681
<b>Recapture*</b>	7,023	TBD	TBD
<b>Total</b>	1,290,091	1,298,377	1,337,325

\*Pursuant to Senate Bill 508 which was signed into law, starting in the 2021 Tax Year, all taxing districts' levies shall be increased by a prior year adjustment whenever there is an assessment decrease due to error or property tax appeals. The amount of recapture is determined by Lake County and is levied automatically as part of the Village's levy. This amount does not impact PTELL imposed property tax caps. As of this date, we do not know what this amount will be for the next property tax year.

After reviewing the financial projections and the different property tax scenarios, the Finance Committee unanimously recommended the adoption of a property tax levy of \$1,377,325 which accepts all new property, and adds an additional inflationary amount of 3% on the levy. In accordance with state law, the estimate and/or determination of the levy must be done 20 days prior to the adoption of the property tax levy ordinance. The Village will schedule the adoption of the levy formally on Monday, December 11<sup>th</sup>.



**Suggested Motion**

- A. Move to award the base bid to Connelly Electric Company in an amount not to exceed \$267,000 for the upgrades to controls and equipment at Village Lift Stations #9 & 10. Funds for the project to be paid from the Water/Sewer Capital Fund.**

**Roll Call:**

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Dickson      Dunham      Rosten      Suchy      Chybowski      Grace



**Strand Associates, Inc.®**  
1170 South Houbolt Road  
Joliet, IL 60431  
(P) 815.744.4200  
www.strand.com

October 20, 2023

Mr. Clay Johnson, Village Administrator  
Village of Lindenhurst  
2301 East Sand Lake Road  
Lindenhurst, IL 60046-8934

Re: Lift Station Improvements  
Contract 1-2023  
Village of Lindenhurst, Illinois

Dear Clay,

Bids for the above-referenced Project were opened on September 19, 2023. Two Bids were received with the resulting Bid tabulation enclosed.

The low base bid was higher than historical pricing we have seen for similar projects. Pricing for equipment and materials like those required for this project is still quite variable. Most manufacturers and suppliers will only hold pricing for up to 30 days. Since it generally takes at least two to three months for shop drawings to be submitted and approved once the Contract is awarded, contractors take this pricing into account in their Bid, which can result in bids that are higher than historical pricing information.

The bids for Bid Alternate Nos. 1, 2, and 3 appear to be reasonable based on historical pricing information.

Connelly Electric Company of Addison, Illinois, was the apparent low Bidder at \$267,000. The Bid included a Bid Bond for 10 percent and Addendum Nos. 1, 2, and 3 were acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with Connelly Electric Company on projects for Thorn Creek Basin Sanitary District and the City of Crest Hill, Illinois.

If you determine that Connelly Electric Company is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Brent M. Studnicka, P.E.

Enclosure

Lift Station Improvements							
Contract 1-2023							
Village of Lindenhurst, Illinois							
Solicitor: Strand Associates, Inc.							
September 19, 2023 1 PM Central Time							
				Connelly Electric Co.		Integrated Process Solutions, Inc.	
Section Title	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Lift Station Improvements							
	Lump Sum Bid (Lift Station Nos. 9 and 10)	LS	1	\$267,000.00	\$267,000.00	\$397,600.00	\$397,600.00
Base Bid Total:					\$267,000.00		\$397,600.00

Bid Alternative No. 1				Connelly Electric Co.		Integrated Process Solutions, Inc.	
	Bid Alternative No. 1 - Work items specified for Lift Station No. 2	LS	1	\$49,000.00	\$49,000.00	\$48,900.00	\$48,900.00
Bid Alternative No. 1 Total:					\$49,000.00		\$48,900.00

Bid Alternative No. 2				Connelly Electric Co.		Integrated Process Solutions, Inc.	
	Bid Alternative No. 2 - Work items specified for Lift Station No. 3	LS	1	\$49,000.00	\$49,000.00	\$48,900.00	\$48,900.00
Bid Alternative No. 2 Total:					\$49,000.00		\$48,900.00

Bid Alternative No. 3				Connelly Electric Co.		Integrated Process Solutions, Inc.	
	Bid Alternative No. 3 - Work items specified for Lift Station No. 4	LS	1	\$49,000.00	\$49,000.00	\$48,900.00	\$48,900.00
Bid Alternative No. 3 Total:					\$49,000.00		\$48,900.00



**Suggested Motion**

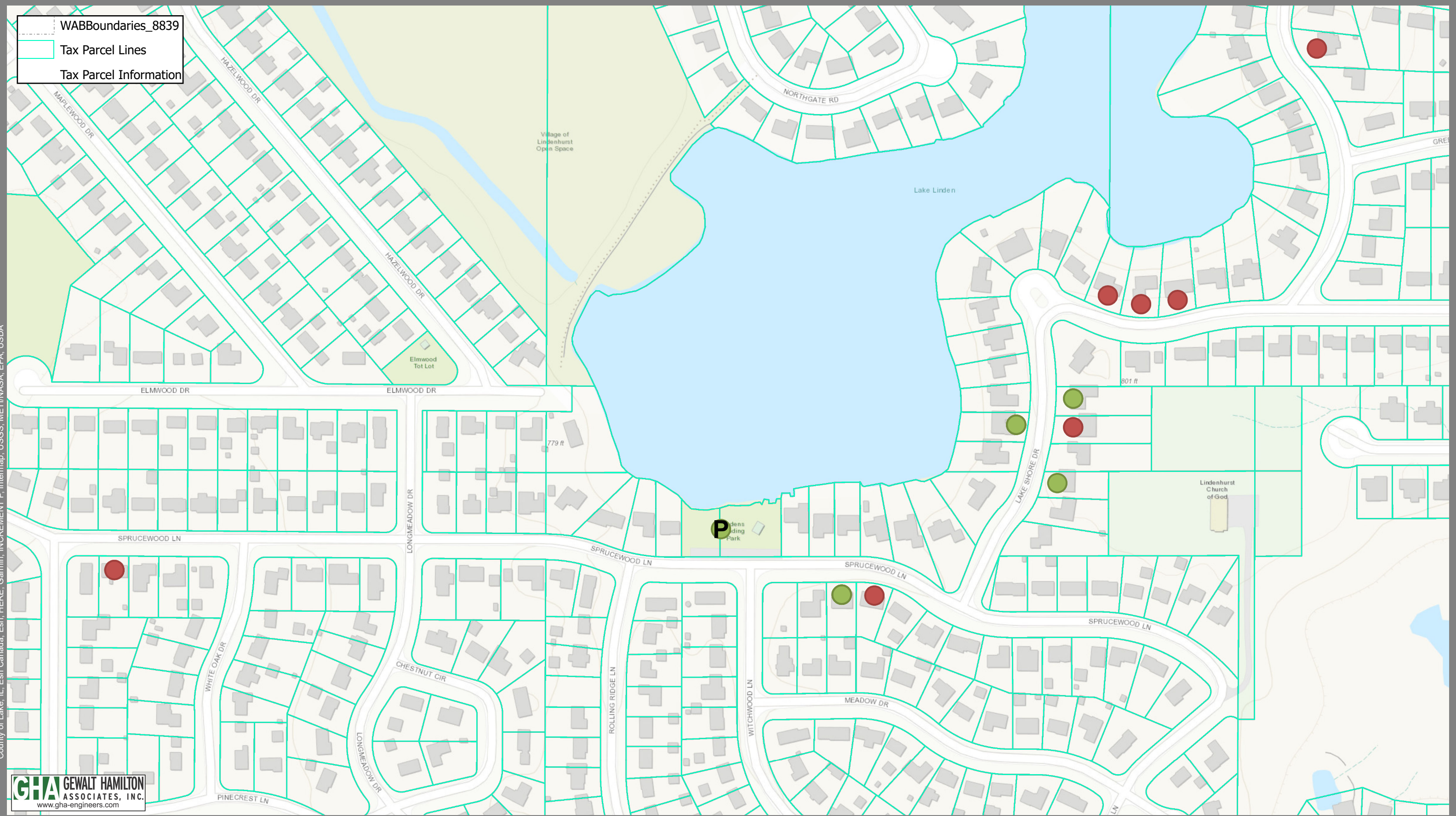
- B. Move to authorize the Village Administrator to execute agreements for temporary easements #0002, 0003, 0005, 0007, and 0008 for the Hawthorne/Sprucewood/Lake Shore Drive Road Reconstruction project. Funds for the purchase of the temporary easements are to be paid from the Community Capital Fund.**

**Roll Call:**

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Dickson      Dunham      Rosten      Suchy      Chybowski      Grace

WABBoundaries\_8839  
 Tax Parcel Lines  
 Tax Parcel Information

County of Lake, IL, Esri, Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METINASA, EPA, USDA



**GHA** GEWALT HAMILTON  
 ASSOCIATES, INC.  
 www.gha-engineers.com



1 in = 280 ft

**GIS WebMap**

ArcGIS WebApp Builder

# **Fidelity National Title Insurance Company**

## **A.L.T.A. Commitment**

**Issuing Agent**  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, IL 60560

**Prepared for**  
Christopher B. Burke Engineering, LTD  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018-4920

**Customer Reference:**  
Parcel: 0002PE

### **NOTICE**

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

Prepared For:

Christopher B. Burke Engineering, LTD  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018-4920

Effective Date of Commitment: February 28, 2020  
Effective Date of Later Date: May 23, 2023

WTC File Number: CBE-2020LK-3709.0  
Effective Date: May 23, 2023  
Section: 35  
Township: 46N  
Range: 10E  
County: Lake  
State: Illinois

**Customer Reference:**

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002PE

Tax Parcel Number(s): 02-35-401-042

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/25/2023

WTC File Number: CBE-2020LK-3709.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002PE

**A.L.T.A. COMMITMENT FORM**  
**-Schedule A-**

Effective Date: May 23, 2023

1. Policy or policies to be issued: 2006 ALTA Owner's

Proposed Amount of Insurance: To be determined

Proposed Insured: To be determined

2. The estate or interest in the land described or referred to in this commitment is a Fee Simple and title hereto is at the effective date hereof vested in:

Lindenhurst Park District, an Illinois municipal corporation


3. The land referred to in this commitment is described as follows:

See Attached Page 2 of Schedule A

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Authorized Signatory

By   
John D. Ammons

Date: 05/25/2023

WTC File Number: CBE-2020LK-3709.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002PE

**A.L.T.A. COMMITMENT FORM**  
**-Schedule A Continued-**

LOT 6 IN BLOCK 192 IN LINDENHURST UNIT NO. 23, BEING A SUBDIVISION  
OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 35,  
TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13,  
1962 AS DOCUMENT 1141420, IN BOOK 37 OF PLATS, PAGE 24, IN LAKE  
COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-401-042

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

WTC File Number: CBE-2020LK-3709.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002PE

**A.L.T.A. COMMITMENT FORM**  
**- SCHEDULE B Section 1 -**  
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**- SCHEDULE B Section 2 -**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/25/2023

WTC File Number: CBE-2020LK-3709.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002PE

I—Requirements are met.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/25/2023

WTC File Number: CBE-2020LK-3709.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002PE

**A.L.T.A. COMMITMENT FORM**  
**- SCHEDULE B -**  
**- Exceptions -**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

**GENERAL EXCEPTIONS:**

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. All rights and easements in favor of the holder of any mineral estate and/or coal and/or oil and gas lease, and any party claiming by, through, or under said holder of the mineral estate or coal and/or oil and gas lease.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

WTC File Number: CBE-2020LK-3709.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst, IL

Parcel: 0002PE

SPECIAL EXCEPTIONS:

*Info. CT*

1. The lien of taxes for the year 2023 and thereafter.

Taxes for the property in question are EXEMPT.

PERMANENT TAX NUMBER: 02-35-401-042

*See affidavit of title. CT*

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.

3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, title systems of irrigation systems which would be disclosed by an accurate survey and inspection of the premises.

4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.

5. Confirmed Special Assessments, if any, not certified to by the Company.

6. Financing Statements, if any, not certified to by the Company.

7. For information purposes only, the taxes are assessed to the following:

For Parcel(s): 02-35-401-042  
Lindenhurst Park District  
2200 Grass Lake Rd.  
Lindenhurst, IL 60046

*Info. CT*

8. Conveyances within the past five years: None.

9. Contiguous property owned by record title holder: None.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/25/2023

WTC File Number: CBE-2020LK-3709.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002PE

PLEASE CONTACT OUR OFFICE REGARDING CONTIGUOUS  
PROPERTY AS THE SUBJECT PROPERTY IS OWNED BY A MUNICIPAL  
ENTITY.

*Will  
acquire  
subject to. &  
N/A  
&*

10. Terms, conditions and reservations set forth in Trustee's Deed recorded as document 1644612.

11. Building Lines as shown on the Plat of Subdivision recorded March 13, 1962 as Document No. 1141420.

*Info.  
CT*

12. Any and all rights of the United States of America, the State of Illinois, the municipality and the public in and to so much of the land, if any, as may have been formed by means other than natural accretions or may be covered by the waters of Lake Linden.

*See  
Certified  
Resolution.  
CT*

13. Upon a conveyance or grant of easement affecting the subject property, we should be furnished with the proper documentation, including, if applicable, properly executed resolutions, authorizing the execution of the documents of transfer or easement grant.

End Schedule B

Please refer all inquiries to T.J. Hiles 630-892-2323 Ext. 249 or John Ammons 630-892-2323 Ext. 224.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

### MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
  - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
  - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
  - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
  - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
  - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
  - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
  - G. All parties claiming by or through or under installment contracts for deed or like agreements.
  - H. Unknown Owners and Non-Record claimants.

MINUTES OF CONDEMNATION CONTINUED

- IV. The following persons are noted of record and are necessary parties to any proceedings:
  - A. The Plaintiff is:
    - To be determined
  - B. The Defendants are:
    - 1. Lindenhurst Park District, an Illinois municipal corporation
  - C. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

# **Fidelity National Title Insurance Company**

## **A.L.T.A. Commitment**

### **Issuing Agent**

Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, IL 60560

### **Prepared for**

Christopher B. Burke Engineering, LTD  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018-4920

### **Customer Reference:**

Parcel: 0002TE

### **NOTICE**

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

WTC File No: CBE-2020LK-3710.0

Date: 05/25/2023

Prepared For:

Christopher B. Burke Engineering, LTD  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018-4920

Effective Date of Commitment: February 28, 2020

Effective Date of Later Date: May 23, 2023

WTC File Number: CBE-2020LK-3710.0  
Effective Date: May 23, 2023  
Section: 35  
Township: 46N  
Range: 10E  
County: Lake  
State: Illinois

**Customer Reference:**

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002TE

Tax Parcel Number(s): 02-35-401-043

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/25/2023

WTC File Number: CBE-2020LK-3710.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002TE

**A.L.T.A. COMMITMENT FORM**  
**-Schedule A-**

Effective Date: May 23, 2023

1. Policy or policies to be issued: 2006 ALTA Owner's  
Proposed Amount of Insurance: To be determined  
Proposed Insured: To be determined
2. The estate or interest in the land described or referred to in this commitment is a Fee Simple and title hereto is at the effective date hereof vested in:  


The Lindenhurst Park District
3. The land referred to in this commitment is described as follows:  

See Attached Page 2 of Schedule A

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Authorized Signatory

By   
John D. Ammons

Date: 05/25/2023

WTC File Number: CBE-2020LK-3710.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002TE

**A.L.T.A. COMMITMENT FORM**  
**-Schedule A Continued-**

THE "PARK" IN BLOCK 192 OF LINDENHURST UNIT NO. 23, BEING A  
SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35,  
TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE 3RD P.M., ACCORDING  
TO THE PLAT THEREOF RECORDED AS DOC. NO. 1141420 IN THE OFFICE  
OF THE RECORDER OF DEEDS, LAKE COUNTY, ILLINOIS (COMMONLY  
KNOWN AS LINDEN'S LANDIN')

SITUATED IN THE COUNTY OF LAKE AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-401-043

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

WTC File Number: CBE-2020LK-3710.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002TE

**A.L.T.A. COMMITMENT FORM**  
**- SCHEDULE B Section 1 -**  
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**- SCHEDULE B Section 2 -**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/25/2023

WTC File Number: CBE-2020LK-3710.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002TE

I—Requirements are met.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/25/2023

WTC File Number: CBE-2020LK-3710.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002TE

**A.L.T.A. COMMITMENT FORM**  
**- SCHEDULE B -**  
**- Exceptions -**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

**GENERAL EXCEPTIONS:**

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. All rights and easements in favor of the holder of any mineral estate and/or coal and/or oil and gas lease, and any party claiming by, through, or under said holder of the mineral estate or coal and/or oil and gas lease.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

WTC File Number: CBE-2020LK-3710.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst, IL

Parcel: 0002TE

SPECIAL EXCEPTIONS:

*Info.  
GT*

1. The lien of taxes for the year 2023 and thereafter.

Taxes for the property in question are EXEMPT.

PERMANENT TAX NUMBER: 02-35-401-043

*See affidavit  
of title  
GT*

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.

3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, title systems of irrigation systems which would be disclosed by an accurate survey and inspection of the premises.

4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.

5. Confirmed Special Assessments, if any, not certified to by the Company.

6. Financing Statements, if any, not certified to by the Company.

7. For information purposes only, the taxes are assessed to the following:

For Parcel(s): 02-35-401-043  
Lindenhurst Park Dist  
2200 Grass Lake Rd.  
Lindenhurst, IL 60046

*Info.  
GT*

8. Conveyances within the past five years: None.

9. Contiguous property owned by record title holder: None.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/25/2023

WTC File Number: CBE-2020LK-3710.0

Job No. 19-0306

Order: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive \ Lindenhurst,  
IL

Parcel: 0002TE

PLEASE CONTACT OUR OFFICE REGARDING CONTIGUOUS  
PROPERTY AS THE SUBJECT PROPERTY IS OWNED BY A MUNICIPAL  
ENTITY.

*Will  
acquire  
subject to  
N/A  
CT*

10. Terms, conditions and reservations set forth in Quit Claim Deed recorded as document 3060094.

11. Building Lines as shown on the Plat of Subdivision recorded March 13, 1962 as Document No. 1141420.

*All  
Certified  
Resolution  
CT*

12. Upon a conveyance or grant of easement affecting the subject property, we should be furnished with the proper documentation, including, if applicable, properly executed resolutions, authorizing the execution of the documents of transfer or easement grant.

*Info  
CT*

13. Any and all rights of the United States of America, the State of Illinois, the municipality and the public in and to so much of the land, if any, as may have been formed by means other than natural accretions or may be covered by the waters of Lake Linden.

End Schedule B

Please refer all inquiries to T.J. Hiles 630-892-2323 Ext. 249 or John Ammons 630-892-2323 Ext. 224.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

### MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
  - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
  - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
  - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
  - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
  - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
  - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
  - G. All parties claiming by or through or under installment contracts for deed or like agreements.
  - H. Unknown Owners and Non-Record claimants.

MINUTES OF CONDEMNATION CONTINUED

- IV. The following persons are noted of record and are necessary parties to any proceedings:
  - A. The Plaintiff is:
    - To be determined
  - B. The Defendants are:
    - 1. The Lindenhurst Park District
  - C. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

Owner The Lindenhurst Park District  
Property North side of Sprucewood Lane  
Address near Witchwood Lane  
Lindenhurst, IL 60046  
Route Hawthorne Drive / Sprucewood  
Lane / Lake Shore Drive  
County Lake  
Job No. R-55-001-97  
Parcel No. 0002PE  
P.I.N. No. 02-35-401-042  
02-35-401-043  
Section 18-00032-01-PV (Stage I)  
Project No. -  
Station 132+52.21 to  
Station 134+87.22

**PERMANENT EASEMENT**  
**(Governmental Entity)**

The Lindenhurst Park District, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by David Mohr, its Executive Director, for and in consideration of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 70 ILCS 1205 hereby represents that Grantor owns the fee simple title to and grants and conveys to the Village of Lindenhurst, 2301 E. Sand Lake Road, Lindenhurst, IL 60046, (Grantee), a permanent easement for the purpose of construction and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Lake, State of Illinois and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

This permanent easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting held on the 14 day of February, 2023.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.



ROUTE: Hawthorne Drive \ Sprucewood Lane \ Lake  
Shore Drive  
SECTION: 18-00032-01-PV (Stage I)  
COUNTY: Lake  
JOB NO.: R-55-001-97  
PARCEL NO.: 0002PE  
STATION: 132+52.21 to 134+87.22  
INDEX NO.: 02-35-401-042 & 02-35-401-043

That part of Lot 6 and the Park Lot in Block 192 in the Lindenhurst Unit 23 Subdivision, being a subdivision in the Southeast Quarter of Section 35, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded March 13, 1962 as document no. 1141420 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.999950325, being described as follows:

Beginning at the southwest corner of said Lot 6; thence North 00 degrees 10 minutes 17 seconds West, 122.43 feet along the west line of said Lot 6 to the southerly shoreline of Lake Linden; thence South 88 degrees 18 minutes 51 seconds East, 4.15 feet along said southerly shoreline; thence South 33 degrees 24 minutes 56 seconds East, 20.68 feet along said southerly shoreline; thence South 75 degrees 27 minutes 24 seconds East, 4.67 feet along said southerly shoreline to a point on a line 20.00 feet east of and parallel with said west line of Lot 6; thence South 00 degrees 10 minutes 17 seconds East, 83.81 feet along said parallel line to a point on a line 20.00 feet north of and parallel with the south line of said Lot 6 and the Park Lot; thence North 89 degrees 49 minutes 43 seconds East, 214.94 feet along said parallel line to a point on the east line of said Park Lot; thence South 00 degrees 10 minutes 17 seconds East, 20.00 feet along said east line to the southeast corner of said Park Lot; thence South 89 degrees 49 minutes 43 seconds West, 234.94 feet along said south line of Lot 6 and the Park Lot (said south line also being the north right-of-way line of Sprucewood Lane) to the point of beginning.

Said permanent easement containing 0.151 acres, more or less.

Owner The Lindenhurst Park District  
Property North side of Sprucewood Lane  
Address near Witchwood Lane  
Lindenhurst, IL 60046  
Route Hawthorne Drive / Sprucewood  
Lane / Lake Shore Drive  
County Lake  
Job No. R-55-001-97  
Parcel No. 0002PE  
P.I.N. No. 02-35-401-042 and  
02-35-401-043  
Section 18-00032-01-PV (Stage I)  
Project No. -  
Station 132+52.21 to  
Station 134+87.22

**CERTIFIED RESOLUTION**  
**(Governmental Entity)**

I, David Mohr, Executive Director of The Lindenhurst Park District, a governmental entity organized and existing under the laws of the State of Illinois, including without limitation, city, village, incorporated town, county, park district, or township, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the Council or Board of said governmental entity, a quorum of its members, trustees, or commissioners being present at a meeting held on the 14 day of February, 2023, and
2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that David Mohr, the Executive Director and Todd Solbrig, the President of Park Bd. of the Council or Board of the above-referenced governmental entity are hereby authorized and directed to convey the governmental entity's interests in the following described real estate in Lake County, Illinois to the Village of Lindenhurst for highway purposes for the sum of \$10.00:

See attached legal description.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.



ROUTE: Hawthorne Drive \ Sprucewood Lane \ Lake  
Shore Drive  
SECTION: 18-00032-01-PV (Stage I)  
COUNTY: Lake  
JOB NO.: R-55-001-97  
PARCEL NO.: 0002PE  
STATION: 132+52.21 to 134+87.22  
INDEX NO.: 02-35-401-042 & 02-35-401-043

That part of Lot 6 and the Park Lot in Block 192 in the Lindenhurst Unit 23 Subdivision, being a subdivision in the Southeast Quarter of Section 35, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded March 13, 1962 as document no. 1141420 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.999950325, being described as follows:

Beginning at the southwest corner of said Lot 6; thence North 00 degrees 10 minutes 17 seconds West, 122.43 feet along the west line of said Lot 6 to the southerly shoreline of Lake Linden; thence South 88 degrees 18 minutes 51 seconds East, 4.15 feet along said southerly shoreline; thence South 33 degrees 24 minutes 56 seconds East, 20.68 feet along said southerly shoreline; thence South 75 degrees 27 minutes 24 seconds East, 4.67 feet along said southerly shoreline to a point on a line 20.00 feet east of and parallel with said west line of Lot 6; thence South 00 degrees 10 minutes 17 seconds East, 83.81 feet along said parallel line to a point on a line 20.00 feet north of and parallel with the south line of said Lot 6 and the Park Lot; thence North 89 degrees 49 minutes 43 seconds East, 214.94 feet along said parallel line to a point on the east line of said Park Lot; thence South 00 degrees 10 minutes 17 seconds East, 20.00 feet along said east line to the southeast corner of said Park Lot; thence South 89 degrees 49 minutes 43 seconds West, 234.94 feet along said south line of Lot 6 and the Park Lot (said south line also being the north right-of-way line of Sprucewood Lane) to the point of beginning.

Said permanent easement containing 0.151 acres, more or less.

VILLAGE OF LINDENHURST

Affidavit of Title

Owner The Lindenhurst Park District
Property North side of Sprucewood Lane
Address near Witchwood Lane
Route Hawthorne Drive / Sprucewood Lane / Lake Shore Drive
Section 18-00032-01-PV (Stage I)
County Lake
Project -
Job No. R-55-001-97
Parcel No. 0002PE
P.I.N. No. 02-35-401-042 and 02-35-401-043
Station 132+52.21 to
Station 134+87.22

State of Illinois )
) ss.
County of Lake )

I, David Mohr, Executive Director

being first duly sworn upon oath states as follows:

- 1. Affiant has personal knowledge of the facts averred herein.
2. [X] There are no parties other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
[ ] There are no parties other than Grantor and the parties listed below in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

- 3. This affidavit is made to provide factual representation as a basis for the Village of Lindenhurst to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
[ ] Vacant and unimproved [ ] Agricultural and unimproved
[X] Improved and
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

**Individual.** Individual **owner** of the property is: \_\_\_\_\_

**Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

**Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

**Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

**Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

**Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

\* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.



EXHIBIT 'A'

LOT 6 IN BLOCK 192 IN LINDENHURST UNIT NO. 23, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 1962 AS DOCUMENT 1141420, IN BOOK 37 OF PLATS, PAGE 24, IN LAKE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-401-042

THE "PARK" IN BLOCK 192 OF LINDENHURST UNIT NO. 23, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE 3RD P.M., ACCORDING TO THE PLAT THEREOF RECORDED AS DOC. NO. 1141420 IN THE OFFICE OF THE RECORDER OF DEEDS, LAKE COUNTY, ILLINOIS (COMMONLY KNOWN AS LINDEN'S LANDIN')

SITUATED IN THE COUNTY OF LAKE AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-401-043

# VILLAGE OF LINDENHURST

## Receipt for Donation

Owner The Lindenhurst Park District  
Job No. R-55-001-97  
Parcel No. 0002PE


The Village of Lindenhurst (Grantee) acknowledges receipt of Donation of Right of Way covering 0.151 acres as a permanent easement dated March 1, 2023, in Lake County, State of Illinois as right of way for Route Hawthorne Drive / Sprucewood Lane / Lake Shore Drive Section Grand Avenue to Beck Road, and executed by the undersigned Grantor for the parcel referenced above.

Grantor and Grantee agree as follows:

1. All improvements located, wholly or partially, on the parcel being conveyed shall become the property of the Village of Lindenhurst, unless provided as follows: N/A
2. Grantor and Grantee agree that possession and conveyance of a permanent easement to Grantee occurs when title has been reviewed and approved by Grantee in accordance with Section 9.02 of the Illinois State Finance Act. The Grantor also agrees to protect, preserve and maintain the property and improvements purchased by Grantee until delivery of possession to Grantee, and this shall be the sole responsibility of the Grantor until such time.
3. This Receipt and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding promise or agreement, directly or indirectly related to the donation of the parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

\_\_\_\_\_  
The Lindenhurst Park District  
Business Entity, if applicable

By: \_\_\_\_\_

  
Signature

\_\_\_\_\_  
David Mohr, Executive Director  
Print Name and Title

Receipt of the donation executed by this Grantor is acknowledged.

\_\_\_\_\_  
Date

10/19/23

\_\_\_\_\_  
for the Village of Lindenhurst



# Fidelity National Title Insurance Company

## A.L.T.A. Commitment

**Issuing Agent**  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, IL 60560

**Prepared for**  
Christopher B. Burke Engineering, LTD  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018-4920

**Customer Reference:**  
Parcel: 0003TE

### NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

Prepared For:

Christopher B. Burke Engineering, LTD  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018-4920

Effective Date of Commitment: October 09, 2019  
Effective Date of Later Date: May 23, 2023

WTC File Number: CBE-2019LK-3516.0  
Effective Date: May 23, 2023  
Section: 35  
Township: 46N  
Range: 10E  
County: Lake  
State: Illinois

**Customer Reference:**

Order: Job No. 19-0306  
Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL  
Parcel: 0003TE

Tax Parcel Number(s): 02-35-408-003

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 06/02/2023

WTC File Number: CBE-2019LK-3516.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0003TE

**A.L.T.A. COMMITMENT FORM**  
**-Schedule A-**

Effective Date: May 23, 2023

1. Policy or policies to be issued: 2006 ALTA Owner's

Proposed Amount of Insurance: To be determined

Proposed Insured: To be determined

2. The estate or interest in the land described or referred to in this commitment is a Fee Simple and title hereto is at the effective date hereof vested in:

Evan Finer and Ellen Finer, husband and wife, as Tenants by the Entirety

3. The land referred to in this commitment is described as follows:

See Attached Page 2 of Schedule A

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Authorized Signatory

By 

John D. Ammons

Date: 06/02/2023

WTC File Number: CBE-2019LK-3516.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0003TE

**A.L.T.A. COMMITMENT FORM**  
**-Schedule A Continued-**

LOT 3 IN BLOCK 182 IN VENETIAN VILLAGE UNIT NO. 21, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDING LOT 15 IN BLOCK 140 AND LOT 59 IN BLOCK 141 IN VENETIAN VILLAGE UNIT NO 14, ACCORDING TO THE PLAT OF SAID VENETIAN VILLAGE UNIT NO. 21 RECORDED AUGUST 17, 1959 AS DOCUMENT 1041402, IN BOOK 34 OF PLATS, PAGE 134, IN LAKE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-408-003

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

WTC File Number: CBE-2019LK-3516.0  
Order: Job No. 19-0306  
Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL  
Parcel: 0003TE

**A.L.T.A. COMMITMENT FORM**  
**- SCHEDULE B Section 1 -**  
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**- SCHEDULE B Section 2 -**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 06/02/2023

WTC File Number: CBE-2019LK-3516.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0003TE

**A.L.T.A. COMMITMENT FORM  
- SCHEDULE B -  
- Exceptions -**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

**GENERAL EXCEPTIONS:**

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. All rights and easements in favor of the holder of any mineral estate and/or coal and/or oil and gas lease, and any party claiming by, through, or under said holder of the mineral estate or coal and/or oil and gas lease.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 06/02/2023

WTC File Number: CBE-2019LK-3516.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0003TE

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2022 and thereafter.

*Paid -  
All copy  
of status  
of CT*

2022 taxes in the amount of \$5,900.94 are not paid

2022 First Installment due June 05, 2023 in the amount of \$2,950.47 is not paid.

2022 Second Installment due September 05, 2023 in the amount of \$2,950.47 is not paid.

PERMANENT TAX NUMBER: 02-35-408-003

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.

*All  
affidavit  
of title  
CT*

3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, title systems of irrigation systems which would be disclosed by an accurate survey and inspection of the premises.

4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.

5. Confirmed Special Assessments, if any, not certified to by the Company.

6. Financing Statements, if any, not certified to by the Company.

7. For information purposes only, the taxes are assessed to the following:

*Info  
CT*

For Parcel(s): 02-35-408-003  
Evan Finer  
2105 Sprucewood Ln.  
Lindenhurst, IL 60046

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 06/02/2023

WTC File Number: CBE-2019LK-3516.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0003TE

- Info*  
*ct*
8. Conveyances within the past five years: None.
  9. Contiguous property owned by record title holder: None.
  10. Mortgage dated August 26, 2022 and recorded August 31, 2022 as Document No. 7930197 made by Evan Finer and Ellen Finer to Mortgage Electronic Registration Systems, Inc., ("MERS"), as nominee for Rocket Mortgage, LLC fka Quicken Loans, LLC to secure a note in the amount of \$192,918.00 recorded in the Lake County Recorder's Office.
  11. Easements and Building Lines as shown on the Plat of Subdivision recorded August 17, 1959 as Document No. 1041402.

*N/A -*  
*Under*  
*\$10,000. -- per*  
*DDOT, NO*  
*consent*  
*required.*  
*ct*

*Utilities*  
*to be coordinated*  
*per DDOT policy.*  
*ct*

End Schedule B

Please refer all inquiries to T.J. Hiles 630-892-2323 Ext. 249 or John Ammons 630-892-2323 Ext. 224.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

## MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
  - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
  - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
  - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
  - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
  - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
  - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
  - G. All parties claiming by or through or under installment contracts for deed or like agreements.
  - H. Unknown Owners and Non-Record claimants.

MINUTES OF CONDEMNATION CONTINUED

- IV. The following persons are noted of record and are necessary parties to any proceedings:
- A. The Plaintiff is:
- To be determined
- B. The Defendants are:
1. Evan Finer
  2. Ellen Finer
  3. Mortgage Electronic Registration Systems, Inc., ("MERS"), as nominee for Rocket Mortgage, LLC fka Quicken Loans, LLC
- C. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

- GENERAL Profile
- Legal Description
- Map
- Owner
- TAX**
- Tax Summary
- Taxes Due
- Tax Payment History
- Tax Redemption
- Tax Adjustment
- Tax Status
- Special Assessments
- Mobile Home Information
- ASSESSOR
- Residential Building
- Commercial Building
- Other Building & Yard
- Land Information
- Agricultural Land Info
- CAMA Summary
- Values Current
- Values History
- Property Transfer History
- Conveyance History
- Exemptions Current
- Exemption History
- Preferential Application
- Appeals History
- Appeals Comparables (SmartFile)
- Appeals Comparables (asWorld)
- Documents
- Permits
- Photos
- Sketch
- Split/Combine History

PARID: 0235408003 ASSESSOR #: 049  
 NBHD: 9502081 ROLL: RP  
 FINER, EVAN 2105 SPRUCEWOOD LN  
 Tax Year: 2022 (Taxes Payable in 2023). Select Tax Year on the right:

1 of 1

Tax Year 2022 ▾

**Taxes Billed**

Tax Year	Tax/SSA/Drainage	Project
2022	\$5,900.94	
<b>Total:</b>	\$5,900.94	

- Actions**
- Neighborhood Sales
  - Create Comparables
  - Printable Summary
  - Printable Version

**Property Tax by Entity**

Entities	Rate:	Amount:
ANTIOCH COMM HIGH SCHOOL DISTRICT #117	3.000734	\$1,650.40
COLLEGE OF LAKE COUNTY #532	0.295800	\$162.68
COUNTY OF LAKE	0.588728	\$323.80
FOREST PRESERVE	0.173233	\$95.28
LAKE COUNTY SPECIAL SERVICE AREA 16	0.308956	\$169.94
LAKE VILLA PUBLIC LIBRARY DIST	0.471438	\$259.30
LAKE VILLA SCHOOL DISTRICT #41	3.871731	\$2,129.46
LAKE VILLA TOWNSHIP FIRE PROT DIST	0.749735	\$412.34
LINDENHURST PARK DISTRICT	0.431752	\$237.46
LINDENHURST SAN DIST	0.048817	\$26.84
ROAD AND BRIDGE-LAKE VILLA	0.289601	\$159.28
TOWNSHIP OF LAKE VILLA	0.167120	\$91.92
VIL OF LINDENHURST	0.331343	\$182.24
<b>Total:</b>	10.728988	\$5,900.94

- Reports**
- CSV Export
  - CSV Export (Commercial)
  - CSV New Sales
  - CSV New PINS
  - Mailing List
  - Envelope
  - Residential PRC
  - Commercial PRC
  - Redemption Estimate
  - Tax Bill Mobile Home
  - Calendar Year Tax Payme
  - Tax Bill
  - Redemption Receipts

**Tax Status**

Tax Year:	2022
In Forfeiture:	No
In Bankruptcy:	No
Taxes Due:	No
Tax Lien on Property:	No

**Tax Notes**

REMEMBER TO SET THE TAX YEAR IN THE COLUMN TO THE RIGHT. TAXES ARE PAYABLE THE CALENDAR YEAR AFTER THE TAX YEAR. FOR EXAMPLE, PAYMENT FOR 2019 TAXES IS DUE IN CALENDAR YEAR 2020.

FOR MOBILE HOMES ONLY, SET THE TAX YEAR TO THE CALENDAR YEAR FOR WHICH TAXES ARE DUE.

Please understand that the Lake County Tax Offices operate on different years. due to the Illinois property tax cycle taking place over a two-year timeframe. The year selection in the right column of the page can be changed so that you may get the most accurate information for the year(s) in question.

The Lake County Property Records and Licensing Office make every effort to maintain the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation.

By proceeding to use this website, each visitor agrees to waive, release, and indemnify Lake County, its agents, consultants, contractors, and employees from any and all claims, actions, or causes of action for damages or injury to persons or property arising from the use or inability to use Lake County's Real Property assessment information. The assessment information is from the last certified assessment date. All other data is subject to change.

Visitors to this website are expressly prohibited from using applications designed to mine, gather or extract data. Unauthorized use and collection of this data may expose the visitor to criminal penalties and/or claims for civil damages, attorney's fees and costs by Lake County. In addition, if Lake County becomes the subject of a lawsuit related to alleged misuse of any unauthorized data taken in this manner by a visitor, Lake County will seek to have the Court require the visitor to reimburse Lake County for any damages, attorneys fees or costs which may be awarded as a result of this unauthorized use of data.

Lake County  
18 N County Street  
Waukegan, IL 60085

Contact Us  
Monday-Friday 8:30am-5:00pm

Location [Google map](#)

[Website Disclaimer](#)

Copyright 2019 by Lake County Illinois | Last Updated: October 19, 2023 | Powered by [gisWorld Public Access](#)

Owner Evan Finer and Ellen Finer  
Address 2105 Sprucewood Lane  
Lindenhurst, IL 60046  
Route FAU 0160 (Hawthorne Drive/  
Sprucewood Lane /  
Lake Shore Drive  
County Lake  
Job No. R-55-001-97  
Parcel No. 0003TE  
P.I.N. No. 02-35-408-003  
Section 18-00032-01-PV  
Project No. Grand Avenue to Beck Road  
Station 136+29.93 to  
Station 136+59.68  
Contract No. -  
Catalog No. -

**TEMPORARY CONSTRUCTION EASEMENT**  
**(Individual)**

Evan Finer and Ellen Finer, husband and wife (Grantors), of the County of Lake and State of Illinois, for and in consideration of Three Thousand and No/100 Dollars (\$3,000.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the Village of Lindenhurst, 2301 E. Sand Lake Road, Lindenhurst, IL 60046 (Grantee), a temporary construction easement for the purpose of construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Lake, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.


Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 19th day of October, 2023.

By:   
Signature

Evan Finer  
Print Name

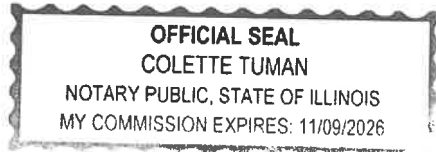
By:   
Signature

Ellen Finer  
Print Name

State of Illinois        )  
                                  ) ss  
County of Lake        )

This instrument was acknowledged before me on October 19, 2023,  
by Evan Finer and Ellen Finer

(SEAL)



  
Notary Public

My Commission Expires: 11/09/26

This instrument was prepared by and after  
recording return to:

Village of Lindenhurst  
2301 E. Sand Lake Road  
Lindenhurst, IL 60046

ROUTE: Hawthorne Drive \ Sprucewood Lane \ Lake  
Shore Drive  
SECTION: 18-00032-01-PV (Stage I)  
COUNTY: Lake  
JOB NO.: R-55-001-97  
PARCEL NO.: 0003TE  
STATION: 136+29.93 to 136+59.68  
INDEX NO.: 02-35-408-003

That part of Lot 3 in Block 182 in the Venetian Village Unit 21 Subdivision, being a subdivision in the Southeast Quarter of Section 35, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded August 17, 1959 as document no. 1041402 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.999950325, being described as follows:

Commencing at the northwest corner of said Lot 3; thence North 89 degrees 49 minutes 43 seconds East, 38.00 feet along the north line of said Lot 3 (said north line also being the south right-of-way line of Sprucewood Lane) to the point of beginning; thence continuing North 89 degrees 49 minutes 43 seconds East, 27.00 feet along said north line; thence South 00 degrees 10 minutes 17 seconds East, 35.24 feet to a point on the easterly extension of the easterly north face of a one story frame and vinyl residential house on said Lot 3; thence North 89 degrees 46 minutes 22 seconds West, 27.00 feet along said easterly extension and north face and westerly extension thereof; thence North 00 degrees 10 minutes 17 seconds West, 35.05 feet to the point of beginning.

Said temporary easement containing 0.022 acres, more or less.

# VILLAGE OF LINDENHURST

## Affidavit of Title

Owner Evan Finer and Ellen Finer  
Address 2105 Sprucewood Lane  
Lindenhurst, IL 60046  
Route FAU 0160 (Hawthorne Drive / Sprucewood Lane / Lake Shore Drive)  
Section 18-00032-02-PV  
County Lake  
Project Grand Avenue to Beck Road  
Job No. R-55-001-97  
Parcel No. 0003TE  
P.I.N. No. 02-35-408-003  
Station 136+29.93 to  
Station 136+59.68  
Catalog No. -  
Contract No. -

State of Illinois )  
 ) ss.  
County of Lake )

I, EVAN FINER, property owner

being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2.  There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.  
 There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

### SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the Village of Lindenhurst to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)  
 Vacant and unimproved  Agricultural and unimproved  
 Improved and  
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and  
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

- 6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
- 7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
- 8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

**Individual.** Individual owners of the property are: Evan Finer and Ellen Finer

**Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

**Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

**Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

**Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

**Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

\* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.



*EXHIBIT 'A'*

LOT 3 IN BLOCK 182 IN VENETIAN VILLAGE UNIT NO. 21, BEING A SUBDIVISION OF PART OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDING LOT 15 IN BLOCK 140 AND LOT 59 IN BLOCK 141 IN VENETIAN VILLAGE UNIT NO 14, ACCORDING TO THE PLAT OF SAID VENETIAN VILLAGE UNIT NO. 21 RECORDED AUGUST 17, 1959 AS DOCUMENT 1041402, IN BOOK 34 OF PLATS, PAGE 134, IN LAKE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-408-003

**VILLAGE OF  
LINDENHURST**

**Receipt of Conveyance Documents and  
Disbursement Statement**

Owner Evan Finer and Ellen Finer  
Job No. R-55-001-97  
Parcel No. 0003TE

The Village of Lindenhurst (Grantee) acknowledges Receipt of the following:

**(Check all that apply.)**

- Warranty Deed covering \_\_\_\_\_ acres
- Permanent Easement covering \_\_\_\_\_ acres
- Temporary Construction Easement covering 0.022 acres

all located in Lake County, Illinois as right of way for FAU Route 0160 (Hawthorne Drive / Sprucewood Lane / Lake Shore Drive, Section 18-00032-01-PV dated October 19, 2023, executed by the undersigned Grantors.

Grantors and Grantee agree as follows:

1. The payment of the sum of Three Thousand and No/100 Dollars (\$3,000.00) to Grantors as total consideration for the temporary construction easement, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the Village of Lindenhurst, unless provided as follows: N/A
3. Possession and conveyance of a temporary construction easement to the Village of Lindenhurst occur when Grantee delivers a Village warrant to Grantors, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantors shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
Evan Finer and Ellen Finer	336529674 320 66 5336	2105 Sprucewood Lane Lindenhurst, IL 60046	\$3,000.00
			\$
			\$

\*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

**\*\*Attach a current W-9 form for each TIN/FEIN/SSN.**

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, “Transferee” shall mean “Grantee” and “Transferor” shall mean “Grantor”. To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:
- a. Transferor is the owner of the real property being conveyed;
  - b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
  - c. Transferor’s U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

  
Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.
7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: October 19, 2023

Grantor:



Signature

Evan Finer

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)



Signature

Ellen Finer

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Date: October 19, 2023

Grantee:

The Village of Lindenhurst



for the Village of Lindenhurst

# **Fidelity National Title Insurance Company**

## **A.L.T.A. Commitment**

**Issuing Agent**  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, IL 60560

**Prepared for**  
Christopher B. Burke Engineering, LTD  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018-4920

**Customer Reference:**  
Parcel: 0005TE

### **NOTICE**

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

WTC File No: CBE-2019LK-3515.0

Date: 05/31/2023

Prepared For:

Christopher B. Burke Engineering, LTD  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018-4920

Effective Date of Commitment: October 09, 2019

Effective Date of Later Date: May 23, 2023

WTC File Number: CBE-2019LK-3515.0  
Effective Date: May 23, 2023  
Section: 35  
Township: 46N  
Range: 10E  
County: Lake  
State: Illinois

**Customer Reference:**

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0005TE

Tax Parcel Number(s): 02-35-405-005

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/31/2023

WTC File Number: CBE-2019LK-3515.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0005TE

**A.L.T.A. COMMITMENT FORM**  
**-Schedule A-**

Effective Date: May 23, 2023

1. Policy or policies to be issued: 2006 ALTA Owner's

Proposed Amount of Insurance: To be determined

Proposed Insured: To be determined

2. The estate or interest in the land described or referred to in this commitment is a Fee Simple and title hereto is at the effective date hereof vested in:

James J. Christopher

3. The land referred to in this commitment is described as follows:

See Attached Page 2 of Schedule A

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Authorized Signatory

By 

John D. Ammons

Date: 05/31/2023

WTC File Number: CBE-2019LK-3515.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0005TE

**A.L.T.A. COMMITMENT FORM**  
**-Schedule A Continued-**

LOT 1 IN BLOCK 193 IN LINDENHURST UNIT NO. 23, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 1962, AS 1141420, IN BOOK 37 OF PLATS, PAGE 24, IN LAKE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-405-005

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/31/2023

WTC File Number: CBE-2019LK-3515.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0005TE

**A.L.T.A. COMMITMENT FORM**  
**- SCHEDULE B Section 1 -**  
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**- SCHEDULE B Section 2 -**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/31/2023

WTC File Number: CBE-2019LK-3515.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0005TE

**A.L.T.A. COMMITMENT FORM**  
**- SCHEDULE B -**  
**- Exceptions -**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

**GENERAL EXCEPTIONS:**

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. All rights and easements in favor of the holder of any mineral estate and/or coal and/or oil and gas lease, and any party claiming by, through, or under said holder of the mineral estate or coal and/or oil and gas lease.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/31/2023

WTC File Number: CBE-2019LK-3515.0  
Order: Job No. 19-0306  
Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL  
Parcel: 0005TE

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2022 and thereafter.

*Paid -  
see copy  
of status  
CT*

2022 taxes in the amount of \$8,188.26 are not paid

2022 First Installment due June 05, 2023 in the amount of \$4,094.13 is not paid.

2022 Second Installment due September 05, 2023 in the amount of \$4,094.13 is not paid.

PERMANENT TAX NUMBER: 02-35-405-005

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.

*See  
affidavit  
of title.  
CT*

3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, title systems of irrigation systems which would be disclosed by an accurate survey and inspection of the premises.

4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.

5. Confirmed Special Assessments, if any, not certified to by the Company.

6. Financing Statements, if any, not certified to by the Company.

7. For information purposes only, the taxes are assessed to the following:

*Info.  
CT*

For Parcel(s): 02-35-405-005  
James J. Christopher  
113 Lake Shore Dr.  
Lindenhurst, IL 60046

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

WTC File Number: CBE-2019LK-3515.0  
Order: Job No. 19-0306  
Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL  
Parcel: 0005TE

8. Conveyances within the past five years: 1

Warranty Deed dated April 13, 2017 and recorded April 19, 2017 as Document No. 7387801 made by James E. Glidden and Carolyn M. Glidden to James J. Christopher recorded in the Lake County Recorder's Office.

9. Contiguous property owned by record title holder: None.

10. Mortgage dated October 26, 2018 and recorded November 26, 2018 as Document No. 7527578 made by James J. Christopher to Mortgage Electronic Registration Systems, Inc., MERS, as nominee for Chicago Financial Services, Inc. to secure a note in the amount of \$198,921.00 recorded in the Lake County Recorder's Office.

11. Mortgage dated January 15, 2021 and recorded March 2, 2021 as Document No. 7756389 made by James J. Christopher to United States of America, Secretary of Housing and Urban Development to secure a note in the amount of \$15,701.43 recorded in the Lake County Recorder's Office.

12. Assignment of Mortgage dated October 4, 2022 and recorded October 4, 2022 as Document No. 7936778 made by Mortgage Electronic Registration Systems, Inc., MERS, as nominee for Chicago Financial Services, Inc. to Freedom Mortgage Corporation, recorded in the Lake County Recorder's Office.

13. Easements and Building Lines as shown on the Plat of Subdivision recorded April 23, 1962 as Document No. 1141420.

14. Covenants, conditions, restrictions and easements contained in Trustees Deed recorded November 22, 1972 as Document Number 1589061.

Note: See document copy for particulars.

End Schedule B

Please refer all inquiries to T.J. Hiles 630-892-2323 Ext. 249 or John Ammons 630-892-2323 Ext. 224.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

*Info.  
CT*

*N/A -  
under  
\$10,000.  
Per 900T,  
Consent  
not  
required.  
CT*

*N/A  
CT*

*Will  
acquire  
subject  
to CT*

## MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
  - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
  - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
  - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
  - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
  - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
  - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
  - G. All parties claiming by or through or under installment contracts for deed or like agreements.
  - H. Unknown Owners and Non-Record claimants.

MINUTES OF CONDEMNATION CONTINUED

- IV. The following persons are noted of record and are necessary parties to any proceedings:
- A. The Plaintiff is:
- To be determined
- B. The Defendants are:
1. James J. Christopher
  2. Freedom Mortgage Corporation
  3. United States of America, Secretary of Housing and Urban Development
- C. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

GENERAL

- Profile
- Legal Description
- Map
- Owner

PARID: 0235405005  
 NBHD: 9503005  
 CHRISTOPHER, JAMES J  
 Tax Year: 2022 (Taxes Payable in 2023).  
**Taxes Billed**

ASSESSOR #: 049  
 ROLL: RP  
 113 LAKE SHORE DR  
 Select Tax Year on the right:

1 of 1  
 Tax Year 2022

TAX Tax Summary

- Taxes Due
- Tax Payment History
- Tax Redemption
- Tax Adjustment
- Tax Status

Tax Year	Tax/SSA/Drainage	Project
2022	\$8,188.26	
<b>Total:</b>		<b>\$8,188.26</b>

- Special Assessments
- Mobile Home Information

ASSESSOR

- Residential Building
- Commercial Building
- Other Building & Yard
- Land Information
- Agricultural Land Info.
- CAMA Summary
- Values Current
- Values History
- Property Transfer History
- Conveyance History
- Exemptions Current
- Exemption History
- Preferential Application
- Appeals History
- Appeals Comparables (SmartFile)
- Appeals Comparables (asWorld)
- Documents
- Permits
- Photos
- Sketch
- Split/Combine History

Property Tax by Entity

Entities	Rate:	Amount:
ANTIOCH COMM HIGH SCHOOL DISTRICT #117	3.000734	\$2,290.12
COLLEGE OF LAKE COUNTY #532	0.295800	\$225.74
COUNTY OF LAKE	0.588728	\$449.30
FOREST PRESERVE	0.173223	\$132.22
LAKE COUNTY SPECIAL SERVICE AREA 16	0.308956	\$235.80
LAKE VILLA PUBLIC LIBRARY DIST	0.471438	\$359.80
LAKE VILLA SCHOOL DISTRICT #41	3.871731	\$2,954.88
LAKE VILLA TOWNSHIP FIRE PROT DIST	0.749735	\$572.18
LINDENHURST PARK DISTRICT	0.431752	\$329.52
LINDENHURST SAN DIST	0.048817	\$37.26
ROAD AND BRIDGE-LAKE VILLA	0.289601	\$221.02
TOWNSHIP OF LAKE VILLA	0.167120	\$127.54
VIL OF LINDENHURST	0.331343	\$252.88
<b>Total:</b>	<b>10.728988</b>	<b>\$8,188.26</b>

Actions

- Neighborhood Sales
- Create Comparables
- Printable Summary
- Printable Version

Reports

- CSV Export
- CSV Export (Commercial)
- CSV New Sales
- CSV New PINS
- Mailing List
- Envelope
- Residential PRC
- Commercial PRC
- Redemption Estimate
- Tax Bill Mobile Home
- Calendar Year Tax Payme
- Tax Bill
- Redemption Receipts

Go

Tax Status

Tax Year:	2022
In Forfeiture:	No
In Bankruptcy:	No
Taxes Due:	No
Tax Lien on Property:	No

Tax Notes

REMEMBER TO SET THE TAX YEAR IN THE COLUMN TO THE RIGHT. TAXES ARE PAYABLE THE CALENDAR YEAR AFTER THE TAX YEAR. FOR EXAMPLE, PAYMENT FOR 2019 TAXES IS DUE IN CALENDAR YEAR 2020.

FOR MOBILE HOMES ONLY, SET THE TAX YEAR TO THE CALENDAR YEAR FOR WHICH TAXES ARE DUE.

Please understand that the Lake County Tax Offices operate on different years, due to the Illinois property tax cycle taking place over a two-year timeframe. The year selection in the right column of the page can be changed so that you may get the most accurate information for the year(s) in question.

The Lake County Property Records and Licensing Office make every effort to maintain the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation.

By proceeding to use this website, each visitor agrees to waive, release, and indemnify Lake County, its agents, consultants, contractors, and employees from any and all claims, actions, or causes of action for damages or injury to persons or property arising from the use or inability to use Lake County's Real Property assessment information. The assessment information is from the last certified assessment date. All other data is subject to change.

Visitors to this website are expressly prohibited from using applications designed to mine, gather or extract data. Unauthorized use and collection of this data may expose the visitor to criminal penalties and/or claims for civil damages, attorney's fees and costs by Lake County. In addition, if Lake County becomes the subject of a lawsuit related to alleged misuse of any unauthorized data taken in this manner by a visitor, Lake County will seek to have the Court require the visitor to reimburse Lake County for any damages, attorneys fees or costs which may be awarded as a result of this unauthorized use of data.

Lake County  
16 N County Street  
Waukegan, IL 60085

Contact Us  
Monday-Friday 8:30am-5:00pm

Location [Google Map](#)

[Website Disclaimer](#)

Copyright 2019 by Lake County, Illinois | Last Updated: October 30, 2023 | Powered by [jaysWorld Public Access](#)

Owner James J. Christopher  
Property 113 Lake Shore Drive  
Address Lindenhurst, IL 60046  
Route FAU 0160 (Hawthorne Drive/  
Sprucewood Lane /  
Lake Shore Drive  
County Lake  
Job No. R-55-001-97  
Parcel No. 0005TE  
P.I.N. No. 02-35-405-005  
Section 18-00032-01-PV  
Project No. Grand Avenue to Beck Road  
Station 203+49.37 to  
Station 203+87.52  
Contract No. -  
Catalog No. -

**TEMPORARY CONSTRUCTION EASEMENT**  
**(Individual)**

James J. Christopher, *divorced, not since remarried* (Grantor), of the County of Lake and State of Illinois, for and in consideration of Two Thousand Two Hundred and No/100 Dollars (\$2,200.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the Village of Lindenhurst, 2301 E. Sand Lake Road, Lindenhurst, IL 60046, (Grantee), a temporary construction easement for the purpose of construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Lake, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 3rd day of November, 2023.

By:   
Signature

By: \_\_\_\_\_  
Signature

James J. Christopher  
Print Name

\_\_\_\_\_  
Print Name

State of Illinois        )  
                                  ) ss  
County of Lake         )

This instrument was acknowledged before me on November 3, 2023,  
by James J. Christopher .

(SEAL)

  
Notary Public



My Commission Expires: 11/0926

This instrument was prepared by and after recording return to:

Village of Lindenhurst  
2301 E. Sand Lake Road  
Lindenhurst, IL 60046

ROUTE: Hawthorne Drive \ Sprucewood Lane \ Lake  
Shore Drive  
SECTION: 18-00032-01-PV (Stage I)  
COUNTY: Lake  
JOB NO.: R-55-001-97  
PARCEL NO.: 0005TE  
STATION: 203+49.37 to 203+87.52  
INDEX NO.: 02-35-405-005

That part of Lot 1 in Block 193 in the Lindenhurst Unit 23 Subdivision, being a subdivision in the Southeast Quarter of Section 35, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded March 13, 1962 as document no. 1141420 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.999950325, being described as follows:

Beginning at the northwest corner of said Lot 1; thence North 89 degrees 55 minutes 00 seconds East, 32.09 feet along the north line of said Lot 1 to a point on the northerly extension of the west face of a two story frame and brick residential house on said Lot 1; thence South 02 degrees 03 minutes 34 seconds West, 31.51 feet along said northerly extension and west face and southerly extension thereof; thence South 89 degrees 55 minutes 00 seconds West, 37.86 feet to the point of tangent on the westerly line of said Lot 1 (said westerly line also being the easterly right-of-way line of Lake Shore Drive); thence North 12 degrees 21 minutes 54 seconds East, 32.24 feet (32.17 feet record) along said westerly line to the point of beginning.

Said temporary easement containing 0.025 acres, more or less.

# VILLAGE OF LINDENHURST

## Affidavit of Title

Owner James J. Christopher  
Address 113 Lake Shore Drive  
Lindenhurst, IL 60046  
Route FAU 0160 (Hawthorne Drive / Sprucewood Lane / Lake Shore Drive)  
Section 18-00032-02-PV  
County Lake  
Project Grand Avenue to Beck Road  
Job No. R-55-001-97  
Parcel No. 0005TE  
P.I.N. No. 02-35-405-005  
Station 203+49.37 to  
Station 203+87.52  
Catalog No. -  
Contract No. -

State of Illinois )  
) ss.  
County of Lake )

I, James J. Christopher, property owner

being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2.  There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.  
 There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

### SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the Village of Lindenhurst to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)  
 Vacant and unimproved  Agricultural and unimproved  
 Improved and  
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and  
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

**Individual.** Individual owner of the property is: James J. Christopher

**Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

**Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

**Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

**Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

**Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

\* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this 3rd day of November, 2023

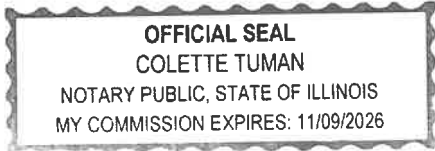
By:   
Signature

James J. Christopher  
Print Name and Title if applicable

State of Illinois                    )  
  ) ss  
County of Lake                    )

This instrument was acknowledged before me on November 3, 2023, by  
James J. Christopher

(SEAL)



  
Notary Public

My Commission Expires: 11/09/26

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

*EXHIBIT 'A'*

LOT 1 IN BLOCK 193 IN LINDENHURST UNIT NO. 23, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 1962, AS 1141420, IN BOOK 37 OF PLATS, PAGE 24, IN LAKE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-405-005

**VILLAGE OF  
LINDENHURST**

**Receipt of Conveyance Documents and  
Disbursement Statement**

Owner James J. Christopher  
Job No. R-55-001-97  
Parcel No. 0005TE

The Village of Lindenhurst (Grantee) acknowledges Receipt of the following:

**(Check all that apply.)**

- Warranty Deed covering \_\_\_\_\_ acres
- Permanent Easement covering \_\_\_\_\_ acres
- Temporary Construction Easement covering 0.025 acres

all located in Lake County, Illinois as right of way for FAU Route 0160 (Hawthorne Drive / Sprucewood Lane / Lake Shore Drive, Section 18-00032-01-PV dated November 3, 2023, executed by the undersigned Grantors.

Grantors and Grantee agree as follows:

1. The payment of the sum of Two Thousand Two Hundred and No/100 Dollars (\$2,200.00) to Grantors as total consideration for the temporary construction easement, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the Village of Lindenhurst, unless provided as follows: N/A
3. Possession and conveyance of a temporary construction easement to the Village of Lindenhurst occur when Grantee delivers a Village warrant to Grantors, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantors shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
James J. Christopher	321-78-7363	113 Lake shore Drive Lindenhurst, IL 60046	\$2,200.00
			\$
			\$

\*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

**\*\*Attach a current W-9 form for each TIN/FEIN/SSN.**

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, “Transferee” shall mean “Grantee” and “Transferor” shall mean “Grantor”. To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:
- a. Transferor is the owner of the real property being conveyed;
  - b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
  - c. Transferor’s U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

*JC*  
Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.
7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: November 3, 2023

Grantor:

  
\_\_\_\_\_  
Signature

James J. Christopher  
\_\_\_\_\_  
Print Name (and Title, if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (and Title, if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (and Title, if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (and Title, if applicable)

Date: November 3, 2023

Grantee:

The Village of Lindenhurst

  
\_\_\_\_\_  
for the Village of Lindenhurst

# Fidelity National Title Insurance Company

## A.L.T.A. Commitment

**Issuing Agent**  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, IL 60560

**Prepared for**  
Christopher B. Burke Engineering, LTD  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018-4920

**Customer Reference:**  
Parcel: 0007TE

### NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

Prepared For:

Christopher B. Burke Engineering, LTD  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018-4920

Effective Date of Commitment: October 04, 2019  
Effective Date of Later Date: May 23, 2023

WTC File Number: CBE-2019LK-3508.0  
Effective Date: May 23, 2023  
Section: 35  
Township: 46N  
Range: 10E  
County: Lake  
State: Illinois

**Customer Reference:**

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0007TE

Tax Parcel Number(s): 02-35-401-052

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 06/02/2023

WTC File Number: CBE-2019LK-3508.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0007TE

**A.L.T.A. COMMITMENT FORM**  
**-Schedule A-**

Effective Date: May 23, 2023

1. Policy or policies to be issued: 2006 ALTA Owner's

Proposed Amount of Insurance: To be determined

Proposed Insured: To be determined

2. The estate or interest in the land described or referred to in this commitment is a Fee Simple and title hereto is at the effective date hereof vested in:

David Crandall and Terese Crandall, husband and wife, in  
Tenancy by the Entirety


3. The land referred to in this commitment is described as follows:

See Attached Page 2 of Schedule A

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Authorized Signatory

By   
John D. Ammons

Date: 06/02/2023

WTC File Number: CBE-2019LK-3508.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0007TE

**A.L.T.A. COMMITMENT FORM**  
**-Schedule A Continued-**

LOT 2 IN BLOCK 194 IN LINDENHURST UNIT NO. 24, BEING A SUBDIVISION OF PART OF THE NORTH HALF SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1963 AS DOCUMENT NUMBER 1211572, IN BOOK 39 OF PLAT, PAGE 26, IN LAKE COUNTY, ILLINOIS.

SITUATED IN THE COUNTY OF LAKE AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-401-052

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

WTC File Number: CBE-2019LK-3508.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL  
Parcel: 0007TE

**A.L.T.A. COMMITMENT FORM**  
**- SCHEDULE B Section 1 -**  
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**- SCHEDULE B Section 2 -**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 06/02/2023

WTC File Number: CBE-2019LK-3508.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0007TE

**A.L.T.A. COMMITMENT FORM**  
**- SCHEDULE B -**  
**- Exceptions -**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

**GENERAL EXCEPTIONS:**

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. All rights and easements in favor of the holder of any mineral estate and/or coal and/or oil and gas lease, and any party claiming by, through, or under said holder of the mineral estate or coal and/or oil and gas lease.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 06/02/2023

WTC File Number: CBE-2019LK-3508.0  
Order: Job No. 19-0306  
Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL  
Parcel: 0007TE

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2022 and thereafter.

*Paid -  
see copy  
of status  
&*

2022 taxes in the amount of \$11,451.08 are not paid

2022 First Installment due June 05, 2023 in the amount of \$5,725.54 is not paid.

2022 Second Installment due September 05, 2023 in the amount of \$5,725.54 is not paid.

PERMANENT TAX NUMBER: 02-35-401-052

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.

*See  
affidavit  
of  
Title  
&*

3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, title systems of irrigation systems which would be disclosed by an accurate survey and inspection of the premises.

4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.

5. Confirmed Special Assessments, if any, not certified to by the Company.

6. Financing Statements, if any, not certified to by the Company.

7. For information purposes only, the taxes are assessed to the following:

*Info  
UCT*

For Parcel(s): 02-35-401-052  
David and Terese Crandall  
202 Lake Shore Dr.  
Lindenhurst, IL 60045

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

WTC File Number: CBE-2019LK-3508.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0007TE

8. Conveyances within the past five years: 1

*Info. CT*

Warranty Deed dated August 23, 2018 and recorded September 20, 2018 as Document No. 7514278 made by Frank V. Herman and Elizabeth A. Herman to David Crandall and Terese Crandall recorded in the Lake County Recorder's Office.

9. Contiguous property owned by record title holder: None.

*N/A Under \$10,000. Per 900T, consent met required. CT*

10. Mortgage dated August 30, 2018 and recorded September 20, 2018 as Document No. 7514279 made by David Crandall and Teresa Crandall to Mortgage Electronic Registration Systems, Inc., MERS, as nominee for BBMC Mortgage, a division of Bridgeview Bank Group to secure a note in the amount of \$276,000.00 recorded in the Lake County Recorder's Office.

11. Mortgage dated August 17, 2020 and recorded September 1, 2020 as Document No. 7689869 made by David Crandall and Terese Crandall to Mortgage Electronic Registration Systems, Inc., ("MERS"), as nominee for Community Trust Credit Union to secure a note in the amount of \$273,300 recorded in the Lake County Recorder's Office.

*N/A CT*

12. Building Lines as shown on the Plat of Subdivision recorded December 30, 1963 as Document No. 1211572.

*Will acquire subject to. CT*

13. Covenants, conditions, restrictions and easements contained in Trustees Deed recorded August 25, 1971 as Document Number 1520079.

Note: See document copy for particulars.

End Schedule B

Please refer all inquiries to T.J. Hiles 630-892-2323 Ext. 249 or John Ammons 630-892-2323 Ext. 224.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

### MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
  - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
  - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
  - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
  - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
  - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
  - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
  - G. All parties claiming by or through or under installment contracts for deed or like agreements.
  - H. Unknown Owners and Non-Record claimants.

MINUTES OF CONDEMNATION CONTINUED

- IV. The following persons are noted of record and are necessary parties to any proceedings:
- A. The Plaintiff is:
- To be determined
- B. The Defendants are:
1. David Crandall
  2. Terese Crandall
  3. Mortgage Electronic Registration Systems, Inc., ("MERS"), as nominee for Community Trust Credit Union
- C. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

GENERAL

- Profile
- Legal Description
- Map
- Owner
- TAX
- Tax Summary
- Taxes Due
- Tax Payment History
- Tax Redemption
- Tax Adjustment
- Tax Status
- Special Assessments
- Mobile Home Information

ASSESSOR

- Residential Building
- Commercial Building
- Other Building & Yard
- Land Information
- Agricultural Land Info
- CAMA Summary
- Values Current
- Values History
- Property Transfer History
- Conveyance History
- Exemptions Current
- Exemption History
- Preferential Application
- Appeals History
- Appeals Comparables (SmartFile)
- Appeals Comparables (iasWorld)
- Documents
- Permits
- Photos
- Sketch
- Split/Combine History

PARID: 0235401052 ASSESSOR #: 049  
 NBHD: 9503007 ROLL: RP  
 CRANDALL, DAVID 202 LAKE SHORE DR  
 Tax Year: 2022 (Taxes Payable in 2023). Select Tax Year on the right:

Taxes Billed

Tax Year	Tax/SSA/Drainage	Project
2022	\$11,451.08	
Total:		\$11,451.08

Property Tax by Entity

Entities	Rate:	Amount:
ANTIOCH COMM HIGH SCHOOL DISTRICT #117	3.000734	\$3,009.20
ANTIOCH SCHOOL DISTRICT #34	4.561621	\$4,574.48
COLLEGE OF LAKE COUNTY #532	0.295800	\$296.62
COUNTY OF LAKE	0.588728	\$590.38
FOREST PRESERVE	0.173233	\$173.72
LAKE COUNTY SPECIAL SERVICE AREA 16	0.308956	\$309.84
LAKE VILLA PUBLIC LIBRARY DIST	0.471438	\$472.76
LAKE VILLA TOWNSHIP FIRE PROT DIST	0.749735	\$751.86
LINDENHURST PARK DISTRICT	0.431752	\$432.98
LINDENHURST SAN DIST	0.048817	\$48.94
ROAD AND BRIDGE-LAKE VILLA	0.289601	\$290.42
TOWNSHIP OF LAKE VILLA	0.167120	\$167.60
VIL OF LINDENHURST	0.331343	\$332.28
Total:	11.418878	\$11,451.08

Tax Status

Tax Year:	2022
In Forfeiture:	No
In Bankruptcy:	No
Taxes Due:	No
Tax Lien on Property:	No

Tax Notes

REMEMBER TO SET THE TAX YEAR IN THE COLUMN TO THE RIGHT. TAXES ARE PAYABLE THE CALENDAR YEAR AFTER THE TAX YEAR. FOR EXAMPLE, PAYMENT FOR 2019 TAXES IS DUE IN CALENDAR YEAR 2020.

FOR MOBILE HOMES ONLY, SET THE TAX YEAR TO THE CALENDAR YEAR FOR WHICH TAXES ARE DUE.

1 of 1  
 Tax Year 2022

Actions

- Neighborhood Sales
- Create Comparables
- Printable Summary
- Printable Version

Reports

- CSV Export
- CSV Export (Commercial)
- CSV New Sales
- CSV New PINS
- Mailing List
- Envelope
- Residential PRC
- Commercial PRC
- Redemption Estimate
- Tax Bill Mobile Home
- Calendar Year Tax Payme
- Tax Bill
- Redemption Receipts

Go

Please understand that the Lake County Tax Offices operate on different years. due to the Illinois property tax cycle taking place over a two-year timeframe. The year selection in the right column of the page can be changed so that you may get the most accurate information for the year(s) in question.

The Lake County Property Records and Licensing Office make every effort to maintain the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation.

By proceeding to use this website, each visitor agrees to waive, release, and indemnify Lake County, its agents, consultants, contractors, and employees from any and all claims, actions, or causes of action for damages or injury to persons or property arising from the use or inability to use Lake County's Real Property assessment information. The assessment information is from the last certified assessment date. All other data is subject to change.

Visitors to this website are expressly prohibited from using applications designed to mine, gather or extract data. Unauthorized use and collection of this data may expose the visitor to criminal penalties and/or claims for civil damages, attorney's fees and costs by Lake County. In addition, if Lake County becomes the subject of a lawsuit related to alleged misuse of any unauthorized data taken in this manner by a visitor, Lake County will seek to have the Court require the visitor to reimburse Lake County for any damages, attorneys fees or costs which may be awarded as a result of this unauthorized use of data.

Lake County  
18 N County Street  
Waukegan, IL 60085

Contact Us  
Monday-Friday 8:30am-5:00pm

Location [Google Map](#)

[Website Disclaimer](#)

Copyright 2019 by Lake County, Illinois | Last Updated: October 29, 2023 | Powered by [iasWorld Public Access](#)

Owner David Crandall and  
Terese Crandall  
Property 202 Lake Shore Drive  
Address Lindenhurst, IL 60046  
Route FAU 0160 (Hawthorne Drive/  
Sprucewood Lane /  
Lake Shore Drive  
County Lake  
Job No. R-55-001-97  
Parcel No. 0007TE  
P.I.N. No. 02-35-401-052  
Section 18-00032-01-PV  
Project No. Grand Avenue to Beck Road  
Station 204+33.89 to  
Station 204+79.06  
Contract No. -  
Catalog No. -

**TEMPORARY CONSTRUCTION EASEMENT**  
**(Individual)**

David Crandall and Terese Crandall, husband and wife (Grantors), of the County of Lake and State of Illinois, for and in consideration of Eight Thousand and No/100 Dollars (\$8,000.00), receipt of which is hereby acknowledged, hereby represents that Grantors own the fee simple title to and grant and convey to the Village of Lindenhurst, 2301 E. Sand Lake Road, Lindenhurst, IL 60046, (Grantee), a temporary construction easement for the purpose of construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Lake, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantors shall have and retain all rights to use and occupy the premises and access to Grantors' remaining property, except as herein expressly granted; provided, however, that Grantors' use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantors, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantors caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantors' remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 28th day of October, 2023.

By: *David Crandall*  
Signature

By: *Terese Crandall*  
Signature

David Crandall  
Print Name

Terese Crandall  
Print Name

State of Illinois )  
                          ) ss  
County of Lake )

This instrument was acknowledged before me on October 28, 2023,  
by David Crandall and Terese Crandall

(SEAL)

*Colette Tuman*  
Notary Public



My Commission Expires: 11/09/26

This instrument was prepared by and after recording return to:

Village of Lindenhurst  
2301 E. Sand Lake Road  
Lindenhurst, IL 60046

ROUTE: Hawthorne Drive \ Sprucewood Lane \ Lake  
Shore Drive  
SECTION: 18-00032-01-PV (Stage I)  
COUNTY: Lake  
JOB NO.: R-55-001-97  
PARCEL NO.: 0007TE  
STATION: 204+33.89 to 204+79.06  
INDEX NO.: 02-35-401-052

That part of Lot 2 in Block 194 in the Lindenhurst Unit 24 Subdivision, being a subdivision in the Southeast Quarter of Section 35, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 30, 1963 as document no. 1211372 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.999950325, being described as follows:

Beginning at the southeast corner of said Lot 2; thence North 88 degrees 54 minutes 50 seconds West, 29.33 feet along the south line of said Lot 2 to a point on the southerly extension of the southerly most east face of a two-story frame and brick residential house on said Lot 2; thence North 00 degrees 57 minutes 46 seconds East, 38.50 feet along said southerly extension and east face and northerly extension thereof; thence South 88 degrees 54 minutes 50 seconds East, 35.10 feet to a point on the easterly line of said Lot 2, said easterly line being a 585.27 foot radius curve, concave westerly; thence southerly along said easterly line 38.93 feet (the chord bears South 09 degrees 28 minutes 59 seconds West, 38.92 feet) to the point of beginning.

Said temporary easement containing 0.029 acres, more or less.

# VILLAGE OF LINDENHURST

## Affidavit of Title

Owner David Crandall and Terese Crandall  
 Address 202 Lake Shore Drive  
 Lindenhurst, IL 60046  
 Route FAU 0160 (Hawthorne Drive / Sprucewood Lane / Lake Shore Drive)  
 Section 18-00032-02-PV  
 County Lake  
 Project Grand Avenue to Beck Road  
 Job No. R-55-001-97  
 Parcel No. 0007TE  
 P.I.N. No. 02-35-401-052  
 Station 204+33.89 to  
 Station 204+79.06  
 Catalog No. -  
 Contract No. -

State of Illinois )  
 ) ss.  
 County of Lake )

I, Terese Crandall, property owner

being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2.  There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.  
 There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

---

### SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the Village of Lindenhurst to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
  - Vacant and unimproved  Agricultural and unimproved
  - Improved and
    - (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
    - (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

**Individual.** Individual owners of the property are: David Crandall and Terese Crandall

**Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

**Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

**Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

**Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

**Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

\* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this 28th day of October, 2023.

By: Terese Crandall  
Signature

Terese Crandall  
Print Name and Title if applicable

State of Illinois )  
) ss  
County of Lake )

This instrument was acknowledged before me on October 28, 2023, by  
Terese Crandall.

(SEAL)



Collette Tuman  
Notary Public

My Commission Expires: 11/09/26

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

EXHIBIT 'A'

LOT 2 IN BLOCK 194 IN LINDENHURST UNIT NO. 24, BEING A SUBDIVISION OF PART OF THE NORTH HALF SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1963 AS DOCUMENT NUMBER 1211572, IN BOOK 39 OF PLAT, PAGE 26, IN LAKE COUNTY, ILLINOIS.

SITUATED IN THE COUNTY OF LAKE AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-401-052

**VILLAGE OF  
LINDENHURST**

**Receipt of Conveyance Documents and  
Disbursement Statement**

Owner David Crandall and Terese Crandall  
Job No. R-55-001-97  
Parcel No. 0007TE

The Village of Lindenhurst (Grantee) acknowledges Receipt of the following:

**(Check all that apply.)**

- Warranty Deed covering \_\_\_\_\_ acres
- Permanent Easement covering \_\_\_\_\_ acres
- Temporary Construction Easement covering 0.029 acres

all located in Lake County, Illinois as right of way for FAU Route 0160 (Hawthorne Drive / Sprucewood Lane / Lake Shore Drive, Section 18-00032-01-PV dated October 28, 2023, executed by the undersigned Grantors.

Grantors and Grantee agree as follows:

1. The payment of the sum of Eight Thousand and No/100 Dollars (\$8,000.00) to Grantors as total consideration for the temporary construction easement, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the Village of Lindenhurst, unless provided as follows: N/A
3. Possession and conveyance of a temporary construction easement to the Village of Lindenhurst occur when Grantee delivers a Village warrant to Grantors, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantors shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
David Crandall and Terese Crandall	329 423513 360 56 9808	202 Lake shore Drive Lindenhurst, IL 60046	\$8,000.00
			\$
			\$

\*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

\*\*Attach a current W-9 form for each TIN/FEIN/SSN.

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, “Transferee” shall mean “Grantee” and “Transferor” shall mean “Grantor”. To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor’s U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

*DLc dc*  
Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.

7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: October 28, 2023

Grantor:

*David Crandall*  
Signature

David Crandall  
Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

*Terese Crandall*  
Signature

Terese Crandall  
Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Date: October 28, 2023

Grantee:

The Village of Lindenhurst

*Arlette Senner*  
for the Village of Lindenhurst

# Fidelity National Title Insurance Company

## A.L.T.A. Commitment

**Issuing Agent**  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, IL 60560

**Prepared for**  
Christopher B. Burke Engineering, LTD  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018-4920

**Customer Reference:**  
Parcel: 0008TE

### NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

Prepared For:

Christopher B. Burke Engineering, LTD  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018-4920

Effective Date of Commitment: October 09, 2019  
Effective Date of Later Date: May 25, 2023

WTC File Number: CBE-2019LK-3513.0  
Effective Date: May 25, 2023  
Section: 35  
Township: 46N  
Range: 10E  
County: Lake  
State: Illinois

**Customer Reference:**

Order: Job No. 19-0306  
Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL  
Parcel: 0008TE

Tax Parcel Number(s): 02-35-405-002

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/25/2023

WTC File Number: CBE-2019LK-3513.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0008TE

**A.L.T.A. COMMITMENT FORM**  
**-Schedule A-**

Effective Date: May 25, 2023

1. Policy or policies to be issued: 2006 ALTA Owner's  
Proposed Amount of Insurance: To be determined  
Proposed Insured: To be determined
2. The estate or interest in the land described or referred to in this commitment is a Fee Simple and title hereto is at the effective date hereof vested in:  


Dennis J. Carroll, Sr.
3. The land referred to in this commitment is described as follows:  

See Attached Page 2 of Schedule A

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Authorized Signatory

By   
John D. Ammons

Date: 05/25/2023

WTC File Number: CBE-2019LK-3513.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0008TE

**A.L.T.A. COMMITMENT FORM**  
**-Schedule A Continued-**

LOT 3 IN BLOCK 195 IN LINDENHURST UNIT NO. 24, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 30, 1963, AS DOCUMENT NO. 1211572 IN BOOK 39 OF PLATS, PAGE 26, IN LAKE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-405-002

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/25/2023

WTC File Number: CBE-2019LK-3513.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0008TE

**A.L.T.A. COMMITMENT FORM**  
**- SCHEDULE B Section 1 -**  
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**- SCHEDULE B Section 2 -**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/25/2023

WTC File Number: CBE-2019LK-3513.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0008TE

**A.L.T.A. COMMITMENT FORM  
- SCHEDULE B -  
- Exceptions -**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

**GENERAL EXCEPTIONS:**

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. All rights and easements in favor of the holder of any mineral estate and/or coal and/or oil and gas lease, and any party claiming by, through, or under said holder of the mineral estate or coal and/or oil and gas lease.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/25/2023

WTC File Number: CBE-2019LK-3513.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0008TE

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2022 and thereafter.

*Paid -  
see copy  
of status.  
CT*

2022 taxes in the amount of \$8,643.40 are not paid

2022 First Installment due June 05, 2023 in the amount of \$4,321.70 is not paid.

2022 Second Installment due September 05, 2023 in the amount of \$4,321.70 is not paid.

PERMANENT TAX NUMBER: 02-35-405-002

*See  
affidavit  
of title.  
CT*

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.

3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, title systems of irrigation systems which would be disclosed by an accurate survey and inspection of the premises.

4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.

5. Confirmed Special Assessments, if any, not certified to by the Company.

6. Financing Statements, if any, not certified to by the Company.

7. For information purposes only, the taxes are assessed to the following:

*Info.  
CT*

For Parcel(s): 02-35-405-002  
Dennis J. and Margaret E. Carroll  
205 Lake Shore Dr.  
Lindenhurst, IL 60046

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

Date: 05/25/2023

WTC File Number: CBE-2019LK-3513.0

Order: Job No. 19-0306

Route: Hawthorne Drive, Spruce Wood Lane & Lake Shore Drive\Lindenhurst, IL

Parcel: 0008TE

*Info*  
*CT*  
8. Conveyances within the past five years: None.

9. Contiguous property owned by record title holder: None.

*N/A -*  
*Under*  
*\$10,000 -*  
*Per IDOT*  
*Consent not*  
*required*  
*CT*  
10. Mortgage dated April 20, 2007 and recorded May 17, 2007 as Document No. 6185515 made by Dennis J. Carroll, Sr. to USAA Federal Savings Bank to secure a note in the amount of \$75,000.00 recorded in the Lake County Recorder's Office.

*N/A*  
*CT*  
11. Easements and Building Lines as shown on the Plat of Subdivision recorded December 30, 1963 as Document No. 1211572.

*Will*  
*acquire*  
*subject*  
*to CT*  
12. Covenants, conditions, restrictions and easements contained in Trustees Deed recorded December 29, 1964 as Document Number 1250062.

Note: See document copy for particulars.

End Schedule B

Please refer all inquiries to T.J. Hiles 630-892-2323 Ext. 249 or John Ammons 630-892-2323 Ext. 224.

ISSUED BY:  
Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560

Agent for:  
Fidelity National Title Insurance Company

## MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
  - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
  - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
  - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
  - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
  - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
  - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
  - G. All parties claiming by or through or under installment contracts for deed or like agreements.
  - H. Unknown Owners and Non-Record claimants.

MINUTES OF CONDEMNATION CONTINUED

- IV. The following persons are noted of record and are necessary parties to any proceedings:
  - A. The Plaintiff is:
    - To be determined
  - B. The Defendants are:
    - 1. Dennis J. Carroll, Sr.
    - 2. USAA Federal Savings Bank
  - C. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

GENERAL

- Profile
- Legal Description
- Map
- Owner
- TAX
- Tax Summary
- Taxes Due
- Tax Payment History
- Tax Redemption
- Tax Adjustment
- Tax Status
- Special Assessments
- Mobile Home Information

PARID: 0235405002  
 NBHD: 9503005  
 CARROLL, MARGARET E  
 Tax Year: 2022 (Taxes Payable in 2023).

ASSESSOR #: 049  
 ROLL: RP  
 205 LAKE SHORE DR  
 Select Tax Year on the right:

1 of 1  
 Tax Year 2022

Taxes Billed

Tax Year	Tax/SSA/Drainage	Project
2022	\$8,643.40	
Total:		\$8,643.40

Actions

- Neighborhood Sales
- Create Comparables
- Printable Summary
- Printable Version

Reports

- CSV Export
- CSV Export (Commercial)
- CSV New Sales
- CSV New PINS
- Mailing List
- Envelope
- Residential PRC
- Commercial PRC
- Redemption Estimate
- Tax Bill Mobile Home
- Calendar Year Tax Payme
- Tax Bill
- Redemption Receipts

ASSESSOR

- Residential Building
- Commercial Building
- Other Building & yard
- Land Information
- Agricultural Land Info
- CAVA Summary
- Values Current
- Values History
- Property Transfer History
- Conveyance History
- Exemptions Current
- Exemption History
- Preferential Application
- Appeals History
- Appeals Comparables (Summary)
- Appeals Comparables (asWorld)
- Documents
- Permits
- Photos
- Sketch
- Split/Combine History

Property Tax by Entity

Entities	Rate:	Amount:
ANTIOCH COMM HIGH SCHOOL DISTRICT #117	3.000734	\$2,271.38
ANTIOCH SCHOOL DISTRICT #34	4.561621	\$3,452.88
COLLEGE OF LAKE COUNTY #532	0.295800	\$223.90
COUNTY OF LAKE	0.588728	\$445.62
FOREST PRESERVE	0.173233	\$131.12
LAKE COUNTY SPECIAL SERVICE AREA 16	0.308956	\$233.86
LAKE VILLA PUBLIC LIBRARY DIST	0.471438	\$356.86
LAKE VILLA TOWNSHIP FIRE PROT DIST	0.749735	\$567.50
LINDENHURST PARK DISTRICT	0.431752	\$326.82
LINDENHURST SAN DIST	0.048817	\$36.96
ROAD AND BRIDGE-LAKE VILLA	0.289601	\$219.20
TOWNSHIP OF LAKE VILLA	0.167120	\$126.50
VIL OF LINDENHURST	0.331343	\$250.80
Total:	11.418878	\$8,643.40

Tax Status

Tax Year:	2022
In Forfeiture:	No
In Bankruptcy:	No
Taxes Due:	No
Tax Lien on Property:	No

Tax Notes

REMEMBER TO SET THE TAX YEAR IN THE COLUMN TO THE RIGHT. TAXES ARE PAYABLE THE CALENDAR YEAR AFTER THE TAX YEAR. FOR EXAMPLE, PAYMENT FOR 2019 TAXES IS DUE IN CALENDAR YEAR 2020.

FOR MOBILE HOMES ONLY, SET THE TAX YEAR TO THE CALENDAR YEAR FOR WHICH TAXES ARE DUE.

Please understand that the Lake County Tax Offices operate on different years due to the Illinois property tax cycle taking place over a two-year timeframe. The year selection in the right column of the page can be changed so that you may get the most accurate information for the year(s) in question.

The Lake County Property Records and Licensing Office make every effort to maintain the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation.

By proceeding to use this website, each visitor agrees to waive, release, and indemnify Lake County, its agents, consultants, contractors, and employees from any and all claims, actions, or causes of action for damages or injury to persons or property arising from the use or inability to use Lake County's Real Property assessment information. The assessment information is from the last certified assessment date. All other data is subject to change.

Visitors to this website are expressly prohibited from using applications, designed to mine, gather or extract data, unauthorized use and collection of this data may expose the visitor to criminal penalties and/or claims for civil damages, attorney's fees and costs by Lake County. In addition, if Lake County becomes the subject of a lawsuit related to alleged misuse of any unauthorized data taken in this manner by a visitor, Lake County will seek to have the Court require the visitor to reimburse Lake County for any damages, attorney's fees or costs which may be awarded as a result of this unauthorized use of data.

Lake County  
18 N County Street  
Waukegan, IL 60085

Contact Us  
Monday-Friday 8:30am-5:00pm

Location [Google map](#)

Website [Home](#)

Owner Dennis J. Carroll, Sr.  
Property 205 Lake Shore Drive  
Address Lindenhurst, IL 60046  
Route FAU 0160 (Hawthorne Drive/  
Sprucewood Lane /  
Lake Shore Drive  
County Lake  
Job No. R-55-001-97  
Parcel No. 0008TE  
P.I.N. No. 02-35-405-002  
Section 18-00032-01-PV  
Project No. Grand Avenue to Beck Road  
Station 205+41.41 to  
Station 205+73.14  
Contract No. -  
Catalog No. -

**TEMPORARY CONSTRUCTION EASEMENT**  
**(Individual)**

Dennis J. Carroll, Sr., a widower (Grantor), of the County of Lake and State of Illinois, for and in consideration of Two Thousand Three Hundred and No/100 Dollars (\$2,300.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the Village of Lindenhurst, 2301 E. Sand Lake Road, Lindenhurst, IL 60046, (Grantee), a temporary construction easement for the purpose of construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Lake, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantors' remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 11 day of October, 2023.

By: Dennis J. Carroll, Sr.  
Signature

By: \_\_\_\_\_  
Signature

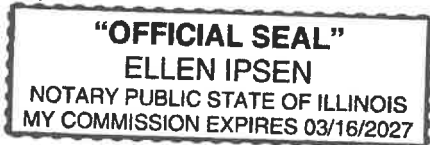
Dennis J. Carroll, Sr.  
Print Name

\_\_\_\_\_  
Print Name

State of Illinois )  
County of Lake ) ss

This instrument was acknowledged before me on October 11, 2023,  
by Dennis J. Carroll, Sr.

(SEAL)



Ellen Ipsen  
Notary Public

My Commission Expires: 3-16-27

This instrument was prepared by and after recording return to:

Village of Lindenhurst  
2301 E. Sand Lake Road  
Lindenhurst, IL 60046

ROUTE: Hawthorne Drive \ Sprucewood Lane \ Lake  
Shore Drive  
SECTION: 18-00032-01-PV (Stage I)  
COUNTY: Lake  
JOB NO.: R-55-001-97  
PARCEL NO.: 0008TE  
STATION: 205+41.41 to 205+73.14  
INDEX NO.: 02-35-405-002

That part of Lot 3 in Block 195 in the Lindenhurst Unit 24 Subdivision, being a subdivision in the Southeast Quarter of Section 35, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 30, 1963 as document no. 1211372 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.999950325, being described as follows:

Beginning at the northwest corner of said Lot 3; thence North 89 degrees 53 minutes 09 seconds East, 32.39 feet along the north line said Lot 3 to a point on the northerly extension of the northerly most west face of a two-story frame and brick residential house on said Lot 3; thence South 00 degrees 14 minutes 16 seconds West, 33.00 feet along said northerly extension and west face and southerly extension thereof; thence South 89 degrees 53 minutes 09 seconds West, 32.37 feet to a point on the westerly line of said Lot 3, said westerly line being a 645.27 foot radius curve, concave westerly; thence northerly along said westerly line 33.00 feet (the chord bears North 00 degrees 06 minutes 51 seconds West, 33.00 feet) to the point of beginning.

Said temporary easement containing 0.024 acres, more or less.

**VILLAGE OF LINDENHURST**

**Affidavit of Title**

Owner Dennis J. Carroll, Sr.  
Address 205 Lake Shore Drive  
Lindenhurst, IL 60046  
Route FAU 0160 (Hawthorne Drive / Sprucewood Lane / Lake Shore Drive)  
Section 18-00032-02-PV  
County Lake  
Project Grand Avenue to Beck Road  
Job No. R-55-001-97  
Parcel No. 0008TE  
P.I.N. No. 02-35-405-002  
Station 205+41.41 to  
Station 205+73.14  
Catalog No. -  
Contract No. -

State of Illinois )  
 ) ss.  
County of Lake )

I, DENNIS J. CARROLL, SR. property owner

being first duly sworn upon oath states as follows:

- 1. Affiant has personal knowledge of the facts averred herein.
- 2.  There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.  
 There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

**SEE ATTACHED EXHIBIT "A"**

- 3. This affidavit is made to provide factual representation as a basis for the Village of Lindenhurst to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
- 4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
- 5. The said premises described in Exhibit "A" are: (Check One)  
 Vacant and unimproved  Agricultural and unimproved  
 Improved and  
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and  
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

- 6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
- 7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
- 8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

**Individual.** Individual **owner** of the property is: Dennis J. Carroll, Sr.

**Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

**Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

**Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

**Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

**Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

\* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this 11 day of October, 2023

By: Dennis J. Carroll, Sr.  
Signature

Dennis J. Carroll, Sr.  
Print Name and Title if applicable

State of Illinois )  
County of Lake ) ss

This instrument was acknowledged before me on October 11, 2023, by  
Dennis J. Carroll, Sr.

(SEAL)



Ellen Ipsen  
Notary Public

My Commission Expires: 3-16-27

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

EXHIBIT 'A'

LOT 3 IN BLOCK 195 IN LINDENHURST UNIT NO. 24, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 30, 1963, AS DOCUMENT NO. 1211572 IN BOOK 39 OF PLATS, PAGE 26, IN LAKE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-405-002

**VILLAGE OF  
LINDENHURST**

**Receipt of Conveyance Documents and  
Disbursement Statement**

Owner Dennis J. Carroll, Sr.  
Job No. R-55-001-97  
Parcel No. 0008TE

The Village of Lindenhurst (Grantee) acknowledges Receipt of the following:

**(Check all that apply.)**

- Warranty Deed covering \_\_\_\_\_ acres
- Permanent Easement covering \_\_\_\_\_ acres
- Temporary Construction Easement covering 0.024 acres

all located in Lake County, Illinois as right of way for FAU Route 0160 (Hawthorne Drive / Sprucewood Lane / Lake Shore Drive, Section 18-00032-01-PV dated October 11, 2023, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of Two Thousand Three Hundred and No/100 Dollars (\$2,300.00) to Grantor as total consideration for the temporary construction easement, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the Village of Lindenhurst, unless provided as follows: N/A
3. Possession and conveyance of a temporary construction easement to the Village of Lindenhurst occur when Grantee delivers a Village warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
Dennis J. Carroll, Sr.	<u>449-56-2173</u>	205 Lake shore Drive Lindenhurst, IL 60046	\$2,300.00
			\$
			\$

\*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

**\*\*Attach a current W-9 form for each TIN/FEIN/SSN.**

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, “Transferee” shall mean “Grantee” and “Transferor” shall mean “Grantor”. To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:
- a. Transferor is the owner of the real property being conveyed;
  - b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
  - c. Transferor’s U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

*DP*  
Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.
7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: 11 October, 2023

Grantor:

*Dennis J. Carroll, Sr.*  
Signature

Dennis J. Carroll, Sr.  
Print Name (and Title, if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (and Title, if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (and Title, if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (and Title, if applicable)

Date: November 3, 2023

Grantee:

The Village of Lindenhurst

*Paulette Luman*  
for the Village of Lindenhurst



**Suggested Motion**

- C. Move to authorize the execution of an economic incentive agreement with Linden Plaza Lindenhurst, LLC in the amount of \$80,000 for the property located at 2042-2136 E. Grand Avenue & 2144 E. Sand Lake Road.**

**Roll Call:**

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Dickson      Dunham      Rosten      Suchy      Chybowski      Grace

***THIS DOCUMENT  
PREPARED BY AND  
AFTER RECORDING  
RETURN TO:***

Village of Lindenhurst  
Attn: Village Clerk  
2301 E. Sand Lake Rd.  
Lindenhurst, IL 60046

---

Above space reserved for recorder's use

**ECONOMIC INCENTIVE AGREEMENT**

**BY AND BETWEEN**

**THE VILLAGE OF LINDENHURST**

**AND**

**(2042-2136 E. Grand Avenue and  
2144 E. Sand Lake Road, Lindenhurst, IL 60046)**

## ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("*Agreement*"), is dated the 27<sup>th</sup> day of October, 2023 ("*Effective Date*"), and is by and between the VILLAGE OF LINDENHURST, an Illinois municipal corporation with offices located at 2301 E. Sand Lake Road, Lindenhurst, Illinois ("*Village*") and Linden Plaza Lindenhurst, LLC, a Illinois Limited Liability Company with offices located at 6 Liberty Sq #90968, Boston, MA 02109 ("*Recipient*") (the Village and Recipient are collectively referred to as "*Parties*" and sometimes individually as a "*Party*").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

### SECTION 1. RECITALS.

The Recipient owns the property commonly known as 2042-2136 E. Grand Avenue and 2144 E. Sand Lake Road, Lindenhurst, Illinois, legally described in Exhibit A ("*Property*").

A. The Recipient operates a shopping center known as Lindenhurst Plaza on the Property.

B. The Recipient is constructing certain improvements on the Property, as more fully described in Exhibit B ("*Improvements*"), to enhance the Property's functionality and aesthetic appearance, to encourage tenants to locate on the Property, and to increase the Property's value to the community.

C. The Village wishes to support the Recipient's investment in the Property by providing the Recipient with an economic incentive award in accordance with this Agreement's terms.

D. Pursuant to the Illinois Municipal Code, including, without limitation, 65 ILCS 5/8-1-2.5, the Village is authorized to appropriate and expend funds for economic development purposes, including, without limitation, making awards to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village.

E. The Village Board find that it is necessary and desirable to provide the Recipient an economic incentive award in the amount of \$80,000.00.

### SECTION 2. ECONOMIC INCENTIVE AWARD.

A. Subject to this Agreement's terms, the Village agrees to provide to the Recipient an award in an amount not to exceed Eighty-Thousand and 00/100ths (\$80,000) Dollars ("*Award*") to allow the Recipient to invest in the Property and to support the Property's success in the Village.

B. Upon completing installing the Improvements and the Village's issuance of a full and binding occupancy certificate affirming completion of the Improvements in accordance with this Agreement and all Village codes, rules, and regulations, as amended (collectively, "*Village*

*Code*”), the Recipient shall submit to the Village: (1) a properly executed statement / bill of sale showing the full cost of the Improvements, including, without limitation, labor, materials, and equipment necessary to install the Improvements; (2) proof of payment of all costs associated with the Improvements; (3) final lien waivers from all of Recipient’s contractors, subcontractors, employees, or individuals providing any services concerning the Improvements; and (4) all other documentation reasonably requested by the Village concerning the Improvements or the Property (collectively, “*Recipient Documents*”).

C. Within thirty (30) days of the Village receiving a complete set of Recipient Documents and the Village Administrator’s approval of the same, the Village will issue a check to the Recipient in the amount of the Award; provided, however, in no case shall the Village’s payment exceed (1) the cost of the Improvements, as demonstrated by the Village-approved Recipient Documents; or (2) the Award amount, regardless of the amount of any costs incurred by the Recipient.

**SECTION 3. MAINTENANCE.**

A. Upon Recipient’s completion of the Improvements pursuant to this Agreement and at all times during this Agreement’s term, the Recipient shall be responsible for preserving and maintaining the Improvements in full compliance with the Village Code and this Agreement.

B. The Village Administrator or his designee (“*Administrator*”) may, upon reasonable notice, periodically review the progress and condition of the Improvements. Such inspections shall not replace or be a substitute for any required inspection by the Village or other entity with jurisdiction over the Property. All improvements the Village finds not to be in compliance with the Village Code or this Agreement shall promptly be replaced and made to comply with the Village Code and this Agreement.

**SECTION 4. DEFAULT; CLAWBACK; REMEDIES.**

A. If, within three (3) years of the date the Village delivers the Award to the Recipient, the Recipient sells or conveys the Property, or any portion thereof, including, without limitation, any legal or equitable interest therein, fails to comply with the terms of this Agreement, or fails to comply with the Village Code, (collectively, “*Default Event*”), the Recipient must refund the Village in accordance with the following:

<u>Timing of Default Event</u>	<u>Percentage of Award that must be refunded</u>
Within 1 year of Award payment	100%
Within 2 years of Award payment	67%
Within 3 years of Award payment	33%

B. If the Recipient fails for any reason whatsoever to: (1) apply for and obtain all permits and approvals necessary to construct the Improvements within 6 months of the Effective Date; (2) apply for and receive from the Village a full and binding occupancy certificate for the Improvements within 12 months of the Effective Date; and (3) obtain all Village, county, state, and federal certificates, licenses, and permissions necessary to operate the Improvements within

12 months of the Effective Date, this Agreement and the Parties' rights and obligations hereunder will automatically terminate, and the Recipient shall not be entitled to receive any Award.

C. If the Recipient fails for any reason whatsoever to complete the Improvements in conformity with the terms of this Agreement, then upon written notice given by the Administrator to the Recipient, this Agreement shall terminate and all the Village's obligations and duties under this Agreement, including, without limitation, the payment of the Award to the Recipient, shall become null and void.

D. In the event the Recipient fails for any reason whatsoever to pay any amount owed pursuant to Section 4.A., or otherwise violates any provision of this Agreement, the Village may pursue, and hereby reserves, any and all remedies, including, without limitation, all remedies available at law or in equity. This Section 4.D. shall survive the voluntary or involuntary termination of this Agreement.

#### **SECTION 5. INSURANCE AND INDEMNIFICATION.**

A. Insurance. Recipient will procure and deliver to the Village evidence of such insurance policies, at the Recipient's cost and expense, and shall maintain in full force and effect through the term of this Agreement, a policy or policies of commercial general liability insurance and, during any period of constructing the Improvements, contractor's liability insurance, with liability coverage under the commercial general liability insurance to be not less than one million and no/100 (\$1,000,000.00) dollars each occurrence and two million and no/100 (\$2,000,000.00) dollars aggregate. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village Attorney to protect the Village and the Recipient against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Property. Each such policy shall name the Village as an additional insured. Any insurance carried by the Village for like risks shall be secondary and in excess of the insurance required hereunder. The Village shall be given written notice at least thirty (30) days prior to any cancellation or material amendment of any policy required hereunder.

B. Village Review. The Recipient acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property, including, without limitation, the issuance of any approvals, permits, certificates, or acceptances for the Property or the Village's approval of this Agreement, that the Village's review and approval of those plans and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Recipient, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

C. Village Procedure. The Recipient acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

D. Indemnity. The Recipient releases the Village from, and covenants and agrees that the Village shall not be liable for, and covenants and agrees to defend, indemnify, and hold harmless the Village and its elected and appointed officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, investigations, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the Improvements, the Property, or the Agreement, including, without limitation, actions or claims arising from or related to the Prevailing Wage Act (820 ILCS 30/0.01, *et seq.*) ("*Act*"). The Recipient further covenants and agrees to pay for or reimburse the Village and its elected and appointed officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, and expenses incurred in connection with investigating, defending against, or otherwise in connection with any such losses, claims, damages, liabilities, investigations, or causes of action. The Village shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive this Agreement's voluntary or involuntary termination.

The Recipient understands and acknowledges that, depending on how the Recipient uses the Award, the Award and any work or labor the Recipient purchases with the Award may become subject to the Act. The Recipient covenants and agrees to comply, and to contractually obligate and cause its construction manager, any general contractor, each subcontractor or other applicable entity or person to comply with the applicable requirements of the Act. All contracts subject to the Act shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the prevailing wage rates are revised, the revised rates shall apply to all such contracts. The Recipient shall provide the Village with copies of all such contracts entered into by the Recipient or others to evidence compliance with this Section. The Recipient together with its contractors, subcontractors, agents, employees and others may be obligated to provide such documents, information and certifications, including appropriate payroll certifications, as are necessary to comply with the Act. The Recipient will maintain segregated accounting records detailing expenses incurred and paid for with public and private funds.

## **SECTION 6. RECIPIENT'S OBLIGATIONS.**

### **A. Construction of Improvements.**

1. Construction. The Recipient shall construct and install the Improvements on the Property in substantial compliance with the project scope, site plans, architectural plans and elevations, engineering plans, and plats, as appropriate, submitted to and approved by the Village. Further, the Recipient will at all times operate and maintain the Improvements and the Property in compliance with all applicable Village, state, and federal laws, ordinances, rules, and regulations, including, without limitation, all applicable zoning ordinances, building codes, environmental codes, life safety codes, and tax ordinances, rules, and regulations of the Village, as the same may be amended from time to time.

2. Construction Permits. No construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until the Recipient has

received approval from all necessary Village commissions, boards, and departments, and has been issued valid and binding building permits. Further, no business operation or occupancy of the Property may occur prior to the issuance of a full and binding occupancy certificate. \_

3. Fees, Costs, and Expenses. The Recipient shall be responsible for and pay all Village imposed fees on the construction and operation of the Property, including, without limitation: a) all Village costs incurred administering this Agreement; b) all Village costs incurred drafting and negotiating this Agreement, including reasonable legal fees and expenses; and c) the Village's costs and fees incurred enforcing this Agreement, including reasonable legal fees, expenses, and appeal costs and fees.

4. Modifications to Improvements. For the time period beginning on the Effective Date and ending on the third anniversary of the date the Village delivers the Award to the Recipient, the Recipient shall not enter into any Agreement or contract or take any action or inaction to alter, change or remove the Improvements, or the approved design thereof, nor shall Recipient undertake any other changes, by contract or otherwise, to the Improvements unless such changes are first submitted to the Administrator, and any additional review body designated by the Administrator, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as determined by the Administrator.

#### **SECTION 7. TERM.**

Except as otherwise provided herein, this Agreement's term shall begin on the Effective Date and end on the third anniversary of the date the Village delivers the Award to the Recipient.

#### **SECTION 8. GENERAL PROVISIONS.**

A. Recording. This Agreement shall be recorded with the Office of the Lake County Recorder at Recipient's expense. All contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement.

B. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

C. Assignment. No part of this Agreement may be assigned by any of the Parties hereto without prior written consent of the other Parties.

D. Accurate and Complete Documents. The Recipient represents and warrants that the statements and representations in all documents presented to the Village in conjunction with this Agreement, including, without limitation, the proposed scope of work and price quotes, are true, accurate, and complete. Recipient's failure to provide truthful, accurate, or complete documents, shall constitute a Default Event and relieve the Village of its duties and obligations under this Agreement, including, without limitation, payment of the Award.

E. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties hereto. All prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect.

F. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed by the Parties pursuant to all applicable statutory procedures.

G. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

H. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Village's right to enforce such rights of any other rights.

I. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

Notices and communications to the Recipient shall be addressed to, and delivered at, the following address:

Linden Plaza Lindenhurst, LLC  
6 Liberty Sq #90968  
Boston, MA 02109  
Attn: Jaime Contreras

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Lindenhurst  
2301 E. Sand Lake Rd  
Lindenhurst, Illinois 60046  
Attn: Village Administrator

With a copy to:

Ancel Glink, P.C.  
140 South Dearborn Street, 6th Floor  
Chicago, Illinois 60603  
Attn: Julie A. Tappendorf

J. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute relating to this Agreement shall be in the Circuit Court of Nineteenth Judicial Circuit, Lake County, Illinois.

K. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

L. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement, and any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

M. Exhibits. All exhibits attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. Any conflict between the terms of this Agreement and its exhibits shall be resolved in favor of this Agreement.

N. Authority to Execute.

1. The Village. The Village hereby represents to the Recipient that the persons executing this Agreement on its behalf have been properly authorized to do so by its Village Board.

2. The Recipient. The Recipient hereby warrants and represents to the Village (i) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Recipient will (a) result in a breach or default under any agreement to which the Recipient is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Recipient or the Property are subject, and to which the Recipient has actual or constructive knowledge.

O. Freedom of Information Act Compliance. The Recipient agrees to maintain, without charge, all records and documents concerning or relating to this Agreement and the Property in accordance with the Freedom of Information Act 5 ILCS 140/1, *et seq.* ("FOIA"). Upon the Village's request, the Recipient shall produce all records requested by Village within the timeframe requested by Village, and if additional time is needed to compile the requested records, the Recipient shall promptly notify the Village. In the event that either party is found to have not complied with FOIA due to the other party's failure to produce documents or otherwise

appropriately respond to a request under FOIA, then the party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.

[Signature page follows]

**IN WITNESS WHEREOF**, the Parties have set their hands and seals as of the date first written above.

**VILLAGE OF LINDENHURST**, an Illinois municipal corporation

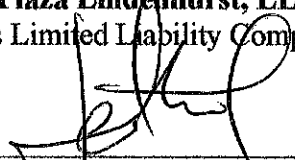
By: \_\_\_\_\_  
Dominic Marturano, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Melissa Forsberg, Village Clerk

Date: \_\_\_\_\_

**Linden Plaza Lindenhurst, LLC,**  
a Illinois Limited Liability Company

By:  \_\_\_\_\_

Name: JAIMÉ CONTRERAS

Title: PRINCIPAL / MANAGER

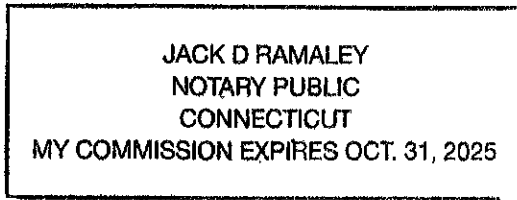
Date: 10/27/23

STATE OF <sup>CONNECTICUT</sup> ~~ILLINOIS~~ )  
 ) SS  
COUNTY OF FAIRFIELD )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO**  
**HEREBY CERTIFY THAT** JAIIME CONTRERAS, the MANAGER of  
LINDEN PLAZA LINDENHAYSE LLC, a ILLINOIS LIMITED LIABILITY COMPANY, is personally known to me to be the  
same persons whose name is subscribed to the foregoing instrument, and appeared before me this  
day in person, and acknowledged that he signed, sealed and delivered the said instrument as his  
free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27<sup>TH</sup> day of OCTOBER, 2023.

Seal



[Signature]  
Signature of Notary JACK RAMALEY

My Commission expires: OCTOBER 31, 2025

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF LAKE         )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** Dominic Marturano and Melissa Forsberg, the Mayor and Village Clerk, respectively, of the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Signature of Notary

Seal

My Commission expires: \_\_\_\_\_

Exhibit A

**Property's Legal Description**

LOTS I THROUGH 22, BOTH INCLUSIVE IN BLOCK 138 IN VENETIAN VILLAGE UNIT 12, BEING A SUBDIVISION OF PART OF LOTS 1 AND 2 OF THE NORTHEAST 1/4 OF PART OF LOT 1 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1953 AS DOCUMENT 795740 IN BOOK 32 OF PLATS, PAGE 88 AND 89, IN LAKE COUNTY, ILLINOIS,

EXCEPTING THEREFROM LOTS 1 THROUGH 7 IN BLOCK 138 AS DESIGNATED UPON VENETIAN VILLAGE UNIT 12, BEING A SUBDIVISION OF PART OF LOTS 1 AND 2 OF THE NORTHEAST QUARTER AND PART OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 2 TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM ALL THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IN AGREED FINAL JUDGMENT ORDER AND STIPULATION IN CASE 16ED-26 RECORDED NOVEMBER 7, 2018 AS DOCUMENT 7524514, DESCRIBED AS FOLLOWS, TO WIT:

THAT PART OF LOTS 13, 14 AND 15 IN BLOCK 138 IN VENETIAN VILLAGE UNIT NUMBER 12, BEING A SUBDIVISION OF PART OF GOVERNMENT LOTS I AND 2 OF THE NORTHEAST QUARTER AND PART OF GOVERNMENT LOT 1 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1953 AS DOCUMENT 795740, IN BOOK 32 OF PLATS, PAGES 88 AND 89, IN LAKE COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), WITH A COMBINED FACTOR OF 0.9999489714, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 14; THENCE NORTH 48 DEGREES 52 MINUTES TO SECONDS WEST, A DISTANCE OF 39.22 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 13; THENCE SOUTH 67 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 20.67 FEET; THENCE SOUTH 46 DEGREES 52 MINUTES 51 SECONDS EAST, A DISTANCE OF 75.71 FEET; THENCE SOUTH 26 DEGREES 15 MINUTES 27 SECONDS EAST, A DISTANCE OF 17.05 FEET; THENCE NORTH 48 DEGREES 52 MINUTES 10 SECONDS WEST, A DISTANCE OF 71.85 FEET, TO THE POINT OF BEGINNING.

AND,

THAT PART OF LOTS 17, 16 AND 19 IN BLOCK 138 IN VENETIAN VILLAGE UNIT NUMBER 12, BEING A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF

THE NORTHEAST QUARTER AND PART OF GOVERNMENT LOT 1 OF THE NORTHWEST QUARTER OF SECTION 2. TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1953 86 DOCUMENT 795740, IN BOOK 32 OF PLATS, PAGES 88 AND 89, IN LAKE COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NADS3 (2011 ADJUSTMENT), WITH A COMBINED FACTOR OF 0.9999489714, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 18; THENCE NORTH 48 DEGREES 52 MINUTES 10 SECONDS WEST, A DISTANCE OF 37.36 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 17; THENCE NORTH 41 DEGREES 07 MINUTES 09 SECONDS EAST, A DISTANCE OF 5.01 FEET; THENCE SOUTH 48 DEGREES 52 MINUTES 51 SECONDS EAST, A DISTANCE OF 133.09 FEET; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 400.83 FEET, AN ARC DISTANCE OF 63.84 FEET, A CHORD BEARING NORTH 63 DEGREES 25 MINUTES 05 SEBORIDS WEST AND CHORD DISTANCE OF 63.58 FEET; THENCE NORTH 48 DEGREES 52 MINUTES 10 SECOND WEST, A DISTANCE OF 33.28 FEET, TO THE POINT OF BEGINNING.

Property commonly known as: 2042-2144 E Grand Ave, Lindenhurst, IL 60046.

PERMANENT INDEX NUMBERS:

06-02-213-046  
06-02-213-004  
06-02-213-047  
06-02-213-049  
06-02-213-050  
06-02-213-051  
06-02-213-009  
06-02-213-035  
06-02-213-036

Exhibit B

**Description of Improvements**

**13 Units White-Boxed - Total Estimate for 26 Units: \$208,580. 13 Completed so far: \$104K**

Demolition, debris removal, wall paint and roof paint depending on the unit.

**Parking Lot Repaving - \$252,600.**

Mill existing asphalt down 2" and haul away debris from the site. Sweep area and install prime tack coat. Install 2" surface mix that will be rolled and compacted with vibratory rollers to achieve proper compaction.

**Fire Protection - Estimate of \$34,600.**

Replace, Fix and Inspect fire protection system depending on the issues found by Fire Company to comply with code.

**Roof Repairs - \$132,458**

Timely roof repairs guarantee the property's structural integrity and resilience against weather-related challenges.

**HVAC Repair and replacement - \$181,500+**

Inspection, maintenance and repairs of all HVAC units, as well as replacement of at least 8 units that are at end of life.

**Pylon Signs - \$62,700+**

Replace existing monument signs for high quality and better design alternatives.

**Exterior Lighting / LED - \$25,000**

Light fixture replacement to new and low consumption LED components.

**Landscape / Site Work - \$18,000**



**Suggested Motion**

- D. Move to approve the determination for the 2023 Tax Levy in the amount of \$1,377,325, and authorize the tax levy ordinance be prepared.**

**Roll Call:**

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Dickson      Dunham      Rosten      Suchy      Chybowski      Grace



## MEMORANDUM

**DATE:** November 10, 2023

**TO:** Chairman and Members of the Finance Committee

**FROM:** Clay T. Johnson, Village Administrator

**RE:** **Finance Committee Meeting Supplement for November 6, 2023**

### **New Business**

#### **A. Discussion and Recommendation: 2023 Property Tax Levy**

Each year the Village must adopt its property tax levy prior to the end of the calendar year. The levy adopted in 2023 will result in property tax receipts for the Village in the year 2024 impacting the FY 24/25 budget year. The Village must comply with the state adopted Property Tax Extension Limitation law (PTELL), which limits the increased dollars the Village can request in its property tax levy. Under the tax cap law, the Village is entitled to increase dollars equal to the consumer price index for the previous year (5% for the 2023 levy) plus new dollars generated from new property (construction of new buildings/annexations in the previous assessment year) which appears on the tax rolls for the first time (these additional new property dollars can only be included in the first year after the construction is added to the tax base). The law allows the additional revenues from new construction so that the districts serving this new construction receive additional revenues to pay for the increased service levels generated by the construction. The generation of these additional new property dollars has no effect on the property tax bills of unchanged homes and businesses.

The Truth in Taxation law establishes procedures taxing districts must follow when developing the annual tax levy. The law requires that the Board determine an estimate of the proposed tax levy amount prior to passage of the tax levy ordinance. The Village Board first estimates its expected expenditures for the upcoming fiscal year and determines the amount of property taxes needed to support the expenses.

Truth in Taxation also requires that a public hearing be held if the levy amount is greater than 5% from the preceding year.

Property taxes represent only about 10% of the Village's overall revenues and about 12% of General Fund revenues. However, property taxes support other Village funds beyond the General (sometimes called "Corporate") Fund. Property taxes help to



support a portion, if not all, of the Village's Liability Insurance, IMRF withholdings, federal payroll taxes, and Police Pension Funds. The following sections will discuss each component of the levy and their impact on the overall calculation of the property taxes received by the Village.

### **Police Pension**

Lauderbach and Amen have completed their actuarial report which estimates the tax levy needed to meet the pension obligations per state law. This report indicates that the percent funded of our pension fell by 5.36% from 79.44% to 74.08% as of May 1, 2023. This reduction in funding percentage is despite the fact that the fund's asset growth was \$258,400 during the same time period. However, this amount was less than expected.

Long-term cash flow out is one of the primary drivers in determining the determination of liability of the fund. With respect to that, in the next five years benefit payments are expected to increase by 60-65% and 145-150% in the next 10 years. This is in anticipation of impending and future retirements. Additionally, the recommended contribution includes an amount that is paid toward the Village's unfunded liability, or the 25.92% which is the inverse of the percent funded of the fund. Another contributing factor to the recommended contribution is the number of new officers hired within the auditing window. In this case, five new officers were hired during the year. These new hires resulted in an increase in obligation of almost \$94,000 alone. All these factors in combination lead toward a recommended contribution amount of \$641,884 – an increase of \$169,539 from the previous valuation.

### **IMRF**

The Illinois Municipal Retirement Fund is a retirement benefit provided to all full-time, non-sworn police employees and is a group managed pension benefit system. In FY 24, the Village's contribution rate for IMRF was 8.33% which was quite a reduction from the previous year. IMRF is yet to publish their final contribution rates for the upcoming fiscal year, but their estimates indicate that the rate for FY 24 is 8.16%. This contribution rate is less than what was originally forecasted at 8.58%.

### **Social Security (FICA)**

This levy component is very similar to IMRF and is used to support all forms of corporate fund wages. FICA and IMRF revenues and expenses are both components of the Retirement Fund. The water and sewer enterprise fund supports its share of



this expense through within the enterprise fund itself. The proposed levy supported by property taxes is \$81,550 which is \$2,154 (2.7%) higher when compared to the previous year.

### **Liability Insurance**

Property taxes also are used to support a proportion of the cost of our liability and workers compensation insurance premiums. The cost of liability insurance premiums assigned to each fund is based upon each fund's respective proportion of total expenses. Premium expenses for liability insurance are split 48% from the General Fund and 52% from the Water/Sewer Fund. Similarly, the workers compensation premiums are apportioned based upon each funds' proportion of total payroll. For ease of cost accounting, the workers compensation premium share between the funds is approximated at 70% General Fund, 25% Water/Sewer Fund, and 5% Garbage Fund. The tax levy will then support the 48% share of liability insurance premiums and 70% of the workers compensation premiums owed by the General Fund.

We have not yet received the cost of our liability insurance premium for the coming calendar year. Our forecast historically operated on an inflationary increase of 5% year over year. For purposes of our forecast, for this year, I have calculated an increase in overall premiums of 7%. This results in a premium increase of \$9,095 attributed to General Fund operations. The total portion of the levy dedicated to insurance premiums is \$142,681.

### **Corporate Fund**

After fully funding our corporate fund costs for pensions and insurance, all remaining dollars are placed in the corporate levy line item. As was stated earlier, the corporate levy is what supports General Fund operations. How much revenue can be realized by the General Fund from the property tax levy depends on the overall equalized assessed value within the Village, any new property that may be accepted into the levy, and the Village's approach to setting the total levy. This year, the Village's estimated EAV is \$421,551,555 an increase of 8.3% from the previous year. However, the Village also will receive over \$2.68M in new construction EAV which is higher than the previous year which would now make it the highest new construction level in nine years. After funding all other components of the levy, the General Fund can anticipate receiving approximately \$376,157.

As was included in last year's memorandum, I have prepared two variations of how the 2023 tax levy could be calculated. Each scenario represents the upper and lower



limits of the property tax levy using the assumption that the Village will accept all new construction in its levy calculation. The lower tax levy value is based upon the Village not making a Consumer Price Index (CPI) adjustment to the levy. The higher value includes the full CPI escalator into the calculation. This year, because of high inflationary values, the Illinois Department of Revenue has set the CPI at 5% for the purposes of property tax rate setting. If the Village Board adjusted the levy by the full 5% CPI, we will likely have to conduct a Truth in Taxation hearing as the full levy will increase by an amount greater than 5% when you include new construction. We could also reduce the inflationary increase by an amount that would not cause the levy to increase over 5%.

Below you will see some more information about the scenarios for the property tax levy:

Pay Year 2023 Tax Rate = .331343

0% CPI Property Tax Levy Increase, with New Property Added

Total EAV: \$421,551,555

Total 2023 Levy Amount: \$1,298,376

Levy Change from Previous Year: \$8,285 (.64% Increase)

Estimated Property Tax Rate: .307989 (8.2% Decrease)

Estimated Village of Lindenhurst Tax on a \$250k home: \$256.66 (7.0% Decrease)

5% CPI Property Tax Levy Increase, with New Property Added

Total EAV: \$421,551,555

Total 2023 Levy Amount: \$1,363,293

Levy Change from Previous Year: \$73,202 (5.7% Increase)

Estimated Property Tax Rate: .323388 (2.3% Decrease)

Estimated Village of Lindenhurst Tax on a \$250k home: \$269.49 (2.4% Decrease)

A preliminary Village forecast is included in your materials which utilizes the 0% CPI increase as the basis for calculating property taxes. No changes were made to water/sewer rates (or the capital fee), but there is a 3% increase calculated for garbage rates. The forecast is for illustrative purposes and is not a recommendation for future rate setting at this time.



**ESTIMATED 2023 TAX LEVY SCENARIOS**

	<u>2022 Actual Levy</u>	<u>0% CPI, New Property Added</u>	<u>5% CPI, New Property Added</u>
<b>Corporate Fund</b>	534,452	376,157	441,074
<b>IMRF</b>	61,845	58,094	58,094
<b>Police Pension</b>	472,347	641,884	641,884
<b>Social Security</b>	80,837	79,561	79,561
<b>Insurance</b>	133,587	140,060	140,060
<b>Recapture*</b>	7,023	<b>TBD</b>	<b>TBD</b>
<b>Total</b>	1,290,091	1,298,377	1,363,294

\*Pursuant to Senate Bill 508 which was signed into law, starting in the 2021 Tax Year, all taxing districts' levies shall be increased by a prior year adjustment whenever there is an assessment decrease due to error or property tax appeals. The amount of recapture is determined by Lake County and is levied automatically as part of the Village's levy. This amount does not impact PTELL imposed property tax caps. As of this date, we do not know what this amount will be for the next property tax year.

**Grand Avenue TIF Property Tax Increment**

While not related to the property tax rate setting exercise, our staff estimates that approximately \$65,000 will be receipted from increment generated from the Grand Avenue Redevelopment District. Village staff reviewed tax bills for 102 properties within the TIF to understand how much may be receipted within the 2023 Pay Year. We were unsure how much money would actually be generated into the TIF in Year 1, so nothing was included in our budget, and monies received would be placed into escrow. The Village has an option to begin a budget amendment process to create the new TIF fund, or wait until year end and transfer those funds into a new fund beginning May 1.



The Finance Committee can evaluate the forecasting and impact of the tax levy scenarios and form a recommendation to the Village Board at our November 6<sup>th</sup> meeting.