



**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]**

**FY 2017**

<b>Name of Redevelopment Project Area (below):</b>	<b>Village Center RPA (TIF #3)</b>
<b>Primary Use of Redevelopment Project Area*:</b> Combination/Mixed	
* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
<b>If "Combination/Mixed" List Component Types:</b> <span style="float: right; font-size: small;">Resi., commercial, mixed-use, public, open space, small business/light ind.</span>	
<b>Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):</b>	
Tax Increment Allocation Redevelopment Act	<input type="checkbox"/>
Industrial Jobs Recovery Law	<input checked="" type="checkbox"/>

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment labeled Attachment A</b>	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] <b>Please enclose the CEO Certification labeled Attachment B</b>		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] <b>Please enclose the Legal Counsel Opinion labeled Attachment C</b>		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan including any project implemented and a description of the redevelopment activities.? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] <b>If yes, please enclose the Activities Statement labeled Attachment D</b>		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] <b>If yes, please enclose the Agreement(s) labeled Attachment E</b>	X	
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] <b>If yes, please enclose the Additional Information labeled Attachment F</b>	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] <b>If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G</b>	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] <b>If yes, please enclose the Joint Review Board Report labeled Attachment H</b>		X
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] <b>If yes, please enclose any Official Statement labeled Attachment I and Attachment J MUST be Yes</b>	X	
An analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] <b>If attachment I is yes, Analysis MUST be attached and labeled Attachment J</b>	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) <b>If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K</b>		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] <b>If yes, The audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 labeled Attachment L</b>		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] <b>If yes, please enclose list only, not actual agreements labeled Attachment M</b>	X	

**SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d))**

Provide an analysis of the special tax allocation fund.

**FY 2017**

**TIF NAME:**

<b>Village Center RPA (TIF #3)</b>
------------------------------------

Special Tax Allocation Fund Balance at Beginning of Reporting Period

\$ 4,434,791
--------------

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 1,849,587	\$ 14,516,564	96%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 39,322	\$ 254,541	2%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources		\$ 323,413	2%
Private Sources		\$ 85,000	1%
Other (identify source _____; if multiple other sources, attach schedule)		\$ 10,934	0%

**All Amount Deposited in Special Tax Allocation by source**

\$ 1,888,909
--------------

**Cumulative Total Revenues/Cash Receipts**

\$ 15,190,452	100%
---------------	------

**Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)**

\$ 597,824
------------

**Distribution of Surplus**

--

**Total Expenditures/Disbursements**

\$ 597,824
------------

**Net/Income/Cash Receipts Over/(Under) Cash Disbursements**

\$ 1,291,085
--------------

**FUND BALANCE, END OF REPORTING PERIOD\***

\$ 5,725,876
--------------

\* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

**SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c))**

**FY 2017**

**TIF NAME:** Village Center RPA (TIF #3)

**ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND**  
(by category of permissible redevelopment project costs )

**PAGE 1**

<b>Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]</b>	<b>Amounts</b>	<b>Reporting Fiscal Year</b>
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Legal Services (Bernard Paul and Bryan Cave LLP)	218,033	
Professional Services Hanover square (S.B Friedman & Co)	10,734	
Professional Services TOD Plan (Teska Associates Inc)	17,083	
Personnel Cost (Associate Planner Part Time)	13,809	
		\$ 259,658
2. Annual administrative cost.		
		\$ -
3. Cost of marketing sites.		
ARF Developer Incentive	40,357	
		\$ 40,357
4. Property assembly cost and site preparation costs.		
Site Assessment Ontarioville Rd properties (Natural Resources Technology Inc)	2,443	
Demolition survey 1909, 1931 & 1945 Ontarioville properties (True North Consultants)	5,940	
Demolition survey 7N536 Church Road (True North Consultants)	4,175	
Topographic survey Ontarioville Road and Church Rd properties (Krisch land surveying)	3,000	
Appraisal for 2144-2152 Lake street ( V.A. Solano & Associates Inc)	1,600	
		\$ 17,158
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of the consturctiuon of public works or improvements.		
		\$ -







**SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)**

**Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source**

**FY 2017**

**TIF NAME:**

Village Center RPA (TIF #3)

**FUND BALANCE BY SOURCE**

\$ 5,725,876

	<b>Amount of Original Issuance</b>	<b>Amount Designated</b>
<b>1. Description of Debt Obligations</b>		
NuCare Services Reimbursement (PAYG Note)	\$ 1,900,000	\$ 74,433
Animal Clinic Reimbursement (PAYG Notes)	\$ 400,000	\$ 33,280

<b>Total Amount Designated for Obligations</b>	\$ 2,300,000	\$ 107,713
--	--------------	------------

**2. Description of Project Costs to be Paid**

Planning, Legal, Admin, Marketing - FY2018 and Beyond		\$ 255,000
Property Assembly - FY2018 and Beyond		\$ 2,500,000
Building Rehab - FY2018 and Beyond		\$ 1,000,000
Public Works, Utility & Pkg Improvements - FY2018 and Beyond		\$ 5,154,000
Developer Interest Subsidies - FY2018 and Beyond		\$ 2,000,000

<b>Total Amount Designated for Project Costs</b>	\$ 10,909,000	
--	---------------	--

<b>TOTAL AMOUNT DESIGNATED</b>	\$ 11,016,713	
--------------------------------	---------------	--

<b>SURPLUS/(DEFICIT)</b>	\$ (5,290,837)	
--------------------------	----------------	--

**SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]**

**FY 2017**

**TIF NAME:** TIF #3 Village Center

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

\_\_\_\_\_ **Check here if no property was acquired by the Municipality within the  
Redevelopment Project Area.**

**Property Acquired by the Municipality Within the Redevelopment Project Area.**

Property (1):	
Street address:	1909 Ontarioville Rd.
Approximate size or description of property:	0.12 acres - PIN 01-01-201-014-0000
Purchase price:	Combined price of \$258,000 for 1909, 1931, 1945 Ontarioville
Seller of property:	Jan Kazlausky and Joann Gapinski

Property (2):	
Street address:	1931 Ontarioville Rd.
Approximate size or description of property:	0.12 acres - PIN 01-01-201-013-0000
Purchase price:	Combined price of \$258,000 for 1909, 1931, 1945 Ontarioville
Seller of property:	Jan Kazlausky and Joann Gapinski

Property (3):	
Street address:	1945 Ontarioville Rd.
Approximate size or description of property:	0.09 acres - PIN 01-01-201-012-0000
Purchase price:	Combined price of \$258,000 for 1909, 1931, 1945 Ontarioville
Seller of property:	Jan Kazlausky and Joann Gapinski

Property (4):	
Street address:	7N536 Church Rd.
Approximate size or description of property:	0.83 acres - PIN 01-01-208-013-0000
Purchase price:	Given to Village for \$10
Seller of property:	Michael Ahlberg

## SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

PAGE 1

FY 2017

TIF NAME: Village Center RPA (TIF #3)

\*Page 1 is to be included with TIF Report. Pages 2-3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X'

1. <u>NO</u> projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
2. The Municipality DID undertake projects within the Redevelopment Project Area (If selecting this option, complete 2a.)			
2a. The number of projects undertaken by the municipality within the Redevelopment Project Area:			11
<b>TOTAL:</b>	<b>11/1/99 to Date</b>	<b>Estimated Investment for Subsequent Fiscal Year</b>	
Private Investment Undertaken (See Instructions)	\$ 40,595,228	\$ 1,500,000	\$ 42,066,128
Public Investment Undertaken	\$ 4,822,658	\$ 1,245,000	\$ 6,844,655
Ratio of Private/Public Investment	8.4		6.1

**Project 1: \*IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE**

<i>Hanover Square Shopping Center - General</i>			
Private Investment Undertaken (See Instructions)	\$ 1,356,419	\$500,000	\$ 1,856,419
Public Investment Undertaken	\$ 3,068,291	\$ 1,000,000	\$ 4,068,291
Ratio of Private/Public Investment	0.4		0.5

**Project 2:**

<i>Suburban Tire, 2064 Lake St. (Village Center)</i>			
Private Investment Undertaken (See Instructions)	\$ 1,496,700		\$ 1,496,700
Public Investment Undertaken	\$ 162,675		\$ 162,675
Ratio of Private/Public Investment	9.2		9.2

**Project 3:**

<i>E. Kinast Distributors, 6350 Church Rd. (Business Park)</i>			
Private Investment Undertaken (See Instructions)	\$ 4,232,737		\$ 4,203,637
Public Investment Undertaken	\$ 12,026		\$ 12,026
Ratio of Private/Public Investment	352.0		349.5

**Project 4:**

<i>Church St. Station - Townhomes</i>			
Private Investment Undertaken (See Instructions)	\$ 13,761,826	\$ 500,000	\$ 14,261,826
Public Investment Undertaken	\$ 50,000		\$ 50,000
Ratio of Private/Public Investment	275.2		285.2

**Project 5:**

<i>Church St. Station - Commercial</i>			
Private Investment Undertaken (See Instructions)	\$ 2,350,712	\$ 500,000	\$ 2,850,712
Public Investment Undertaken			
Ratio of Private/Public Investment	-		-

**Project 6:**

<i>HP Animal Care Center (ARF), 1920 Ontarioville Rd.</i>			
Private Investment Undertaken (See Instructions)	\$ 2,386,234		\$ 2,386,234
Public Investment Undertaken	\$ 307,922	\$ 45,000	\$ 400,000

Ratio of Private/Public Investment	7.7		6.0
------------------------------------	-----	--	-----

**PAGE 2**

<b>Project 7:</b>			
<i>The Claremont, 2000 Lake St. (150 Bed Skilled Nursing Facility)</i>			
Private Investment Undertaken (See Instructions)	\$ 15,000,600		\$ 15,000,600
Public Investment Undertaken	\$ 870,081	\$ 200,000	\$ 1,800,000
Ratio of Private/Public Investment	17.2		8.3

<b>Project 8:</b>			
<i>Devon Avenue Water Main Extension</i>			
Private Investment Undertaken (See Instructions)	\$ 10,000		\$ 10,000
Public Investment Undertaken	\$ 66,830		\$ 66,830
Ratio of Private/Public Investment	0.1		0.1

<b>Project 9:</b>			
<i>Vacant House Removal, 2144 Lake St.</i>			
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 7,900		\$ 7,900
Ratio of Private/Public Investment	-		-

<b>Project 10:</b>			
<i>Lakewood Restaurant, 2020 Lake St (Purchase)</i>			
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 253,158		\$ 253,158
Ratio of Private/Public Investment	-		-

<b>Project 11:</b>			
<i>Building Demolition, 2152 Lake Street</i>			
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 23,775		\$ 23,775
Ratio of Private/Public Investment	0		0

<b>Project 12:</b>			
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

<b>Project 13:</b>			
Private Investment Undertaken (See Instructions)	\$ -	\$0	\$ -
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0	0	0

<b>Project 14:</b>			
Private Investment Undertaken	\$0	\$0	\$0
Public Investment Undertaken	\$0	\$0	\$0
Ratio of Private/Public Investment	\$0		\$0

<b>Project 15:</b>			
--------------------	--	--	--





# Village of Hanover Park Administration

**Municipal Building**  
2121 West Lake Street, Hanover Park, IL 60133  
630-823-5600 tel 630-823-5786 fax

hpiil.org

**Village President**  
Rodney S. Craig

**Village Clerk**  
Eira Corral Sepúlveda

**Trustees**  
James Kemper  
Jon Kunkel  
Herb Porter  
Bob Prigge  
Rick Roberts  
Sharmin Shahjahan

**Village Manager**  
Juliana A. Maller

## ATTACHMENT B

I, Rodney S. Craig, the elected Chief Executive Officer of the Village of Hanover Park, County of Cook and County of DuPage, State of Illinois, do hereby certify that to the best of my knowledge, the Village complied the Village Center RPA (TIF # 3) TIF Report with the requirements pertaining to the Illinois Tax Incremental Redevelopment Allocation Act during the fiscal year beginning January 1, 2017 and ending December 31, 2017.

  
\_\_\_\_\_  
Village President

6/26/2018  
\_\_\_\_\_  
Date

ATTACHMENT C

LAW OFFICES OF  
**BERNARD Z. PAUL**  
231 SOUTH FOURTH STREET  
DEKALB, ILLINOIS 60115-3732

BERNARD Z. PAUL  
bernardzpaul@gmail.com

TELEPHONE  
(815)756-1312  
(fax) (815)758-2863

**OPINION OF LEGAL COUNSEL**

---

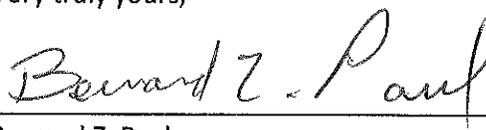
Re: Village of Hanover Park, Illinois (the “**Village**”) Village Center Redevelopment Project Area - TIF #3 (the “**TIF #3**”) / Annual Tax Increment Finance Report for the Fiscal Year ended December 31, 2017

In connection with the “Annual Tax Increment Finance Report” under 65 ILCS 5/11-74.4-5(d) (the “**Act**”) for the fiscal year ending December 31, 2017 for the Village Center Redevelopment Project Area - TIF #3 (the “**Annual Report**”), I am acting as the Village Attorney for the Village of Hanover Park, and, based upon review of the Annual Report, in reliance on representations made by officers and employees of the Village in such Annual Report, and in reliance on the Village’s officials and tax increment finance personnel, planners, consultants and the Village’s management as to all proceedings preliminary to, in connection with and related to the adoption of tax increment finance, the approval of the redevelopment plan and redevelopment project and the designation of the Village Center Redevelopment Project Area - TIF #3, as such adoption, approval and designation have been supplemented and amended, but without making any independent investigation or inquiry in connection with any of the foregoing, as of December 31, 2017, nothing had come to my attention during said period to lead me to conclude other than that the Village as of such date was in compliance with the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*).

In connection herewith, I am assuming the accuracy, completeness and sufficiency of all documents, statements and representations by and on behalf of the Village and its officers and agents provided to me related to such TIF and in the Annual Report, and I express no opinion as to (i) the sufficiency or completeness of the Annual Report (or any Village Center Redevelopment Project Area - TIF #3 audit), (ii) the receipt and application of incremental taxes, or (iii) the authorization, execution and binding effect of any development or redevelopment or other similar agreement or payment of redevelopment project costs related to such TIF. This constitutes the “**opinion of legal counsel**” under the Act, and may not be cited or used in connection with anything other than submission with the Annual Report.

Dated as of: August 28, 2018

Very truly yours,



---

Bernard Z. Paul

## Attachment D –Activities Summary

### TIF #3 – Village Center Redevelopment Plan

**Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken [65 ILCS 5/11-74.4-5 (d) (A and B) and 5/11-74.6-22 (d) (7) (A and B)]**

*The Village of Hanover Park, Illinois Village Center Tax Increment Redevelopment Project and Plan* (“TIF #3”) was approved on May 24, 2001 and filed with Cook and DuPage Counties on October 17, 2002. A portion of Village’s former TIF #1 (which was dissolved in September 1997) was included in the TIF #3. The entire area of TIF #3 is known as the Village Center Area.

During the fiscal year beginning January 1, 2017 and ending December 31, 2017 (FY2017), various activities and projects were undertaken in furtherance of the objectives of TIF #3, including the following:

- 1) A “Village Center/TOD Plan Update” was completed and adopted by the Village Board for future development and land use in the Village Center area. This included an analysis and recommendations for the Historic District as well.
- 2) A Historic Committee was created to forward the goals of the newly created Historic Commission. The Village’s Historic District is located in the Village Center area.
- 3) Three properties were purchased located by the Village (1909, 1931 and 1945 Ontarioville Rd.). These buildings were removed to make room for public improvements at the site.
- 4) A property located at 7N536 Church Rd. was donated to the Village.
- 5) New tenant Pizza Now recruited and now located in the outlot building of the Hanover Square Shopping Center. Additional tenants being recruited for vacant spaces. Staff and leasing agent continue to market the property for business attraction.
- 6) The Education and Work Center (EWC), located inside the Hanover Square Shopping Center, continues serving the community. Over 10,000 people visited this facility since it opened, and 600+ students signed up for GED/High School Equivalency and ESL classes annually. Additionally, 12,000+ clients have benefited from the Illinois WorkNet located here, with career advice and job training assistance over 4 years.
- 7) 121 Hiring events have been held at the EWC, where 27 businesses participated, and 158 participants attended. 80 people attended WIOA orientations.
- 8) A development proposal is under review for a mixed-use project on the 7.4-acre property at the northwest corner of Church and Lake. The developer is interested in constructing market rate apartments with a commercial pad on the hard corner.
- 9) Continued landscaping in the Village Center area – Ontarioville Park and Lake St medians.
- 10) Continued reimbursement of Redevelopment Agreement with ARF – Hanover Park Animal Care.
- 11) The Village is actively marketing the 2144-2152 Lake Street property for redevelopment.



**Village of Hanover Park  
Administration**

Municipal Building  
2121 Lake Street  
Hanover Park, IL 60133-4398

630-823-5600  
FAX 630-823-5786  
www.hpil.org

**PRESIDENT**  
RODNEY S. CRAIG

**VILLAGE CLERK**  
EIRA CORRAL SEPÚLVEDA

**TRUSTEES**  
JAMES KEMPER  
JON KUNKEL  
HERB PORTER  
BOB PRIGGE  
RICK ROBERTS  
SHARMIN SHAHJAHAN

**VILLAGE MANAGER**  
JULIANA A. MALLER

**VILLAGE OF HANOVER PARK**

**JOINT REVIEW BOARD MEETING**  
**Tax Increment Financing District (TIF) # 3**  
**Village Center Redevelopment Plan**

**Municipal Building**  
**2121 Lake Street, Hanover Park, IL 60133**

**Monday, December 11, 2017**  
**2:00 p.m.**

**MINUTES**

**1. CALL TO ORDER: ROLL CALL**

Mayor Craig called the meeting to order at 2:05 p.m.

**Present:**

Ron Pauli	Poplar Creek Library
Suzanne Powers	Hanover Township James Barr's Office
Jeff King	School Dist. U-46

**Staff:**

Village President Rodney Craig  
Village Manager Juliana Maller  
Community & Economic Development Director Shubhra Govind  
Finance Director Remy Navarrete  
Deputy Clerk Tish Clark  
Associate Planner Jonathan Stytz  
Administrative Assistant Kathleen Arnold

**2. ACCEPTANCE OF AGENDA:**

Motion by Jeff King, seconded by Suzanne Powers to accept the Agenda.  
Voice Vote; All ayes.

**3. APPROVAL OF MINUTES – December 21, 2016:**



## Village of Hanover Park Administration

Municipal Building  
2121 Lake Street  
Hanover Park, IL 60133-4398

630-823-5600  
FAX 630-823-5786  
www.hpil.org

**PRESIDENT**  
RODNEY S. CRAIG

**VILLAGE CLERK**  
EIRA CORRAL SEPÚLVEDA

**TRUSTEES**  
JAMES KEMPER  
JON KUNKEL  
HERB PORTER  
BOB PRIGGE  
RICK ROBERTS  
SHARMIN SHAHJAHAN

**VILLAGE MANAGER**  
JULIANA A. MALLER

Motion by Jeff King, seconded by Suzanne Powers to approve the minutes of December 21, 2016.

Voice Vote. All ayes.

#### **4. SELECTION OF PUBLIC MEMBER:**

Efrian Rojas not present.

#### **5. SELECTION OF CHAIR:**

Motion by Jeff King, seconded by Suzanne Powers to select Mayor Craig as Chair.

Voice Vote: All ayes.

#### **6. REVIEW OF TIF REPORTS**

Community & Economic Development Director Shubhra Govind explained that these activities are for the fiscal year of 2016.

Director Govind reviewed the TIF Financial Report and noted the following activities for TIF 3:

During the fiscal year beginning January 1, 2016 and ending December 31, 2016 (FY 2016), various activities and projects were undertaken in furtherance of the objectives of TIF #3, including the following:

- 1) Exterior renovations of the Hanover Square shopping continued in 2016 which included new exterior façade cladding, upgraded lights and new awnings.
- 2) Gymkhana, a gymnastics school, opened in their new 25,000 sq. ft. business inside of Hanover Square Shopping Center.
- 3) The Education and Work Center, located inside the Hanover Square Shopping Center, continues serving the community. Over 5,000 people visited this facility in their first year of operation seeking assistance with GED equivalency and ESL classes. Additionally, the demand for ESL classes far exceeded expectation where 400 people were on a waiting list to join an ESL class.
- 4) A new business signed a lease in the Church Street Station Shopping Center, Athletico at 1744 Lake Street, which resulted in this shopping center reaching a level of 100% occupancy. The build-out and certificates of occupancy occurred for Athletico during 2016.
- 5) Continued landscaping in the Village Center area – Ontarioville Park and Lake Street medians.
- 6) Continued reimbursement of Redevelopment Agreement with ARF – Hanover Park Animal Care.
- 7) Reimbursement of Redevelopment Agreement with NuCare – 2000 Lake Street Rehab Facility redevelopment.



## Village of Hanover Park Administration

Municipal Building  
2121 Lake Street  
Hanover Park, IL 60133-4398

630-823-5600  
FAX 630-823-5786  
www.hpil.org

**PRESIDENT**  
RODNEY S. CRAIG

**VILLAGE CLERK**  
EIRA CORRAL SEPÚLVEDA

**TRUSTEES**  
JAMES KEMPER  
JON KUNKEL  
HERB PORTER  
BOB PRIGGE  
RICK ROBERTS  
SHARMIN SHAHJAHAN

**VILLAGE MANAGER**  
JULIANA A. MALLER

- 8) The Village of Hanover Park demolished a small office building at 2152 Lake Street which is located on Village-owned land. The building was razed to help prep the site for marketing and future development. Village representatives are actively marketing the property for redevelopment.

7. **QUESTIONS/DISCUSSION: None.**
8. **PUBLIC COMMENTS: None.**
9. **ADJOURNMENT: 2:13 p.m.**

Motion by Jeff King to adjourn, seconded by Suzanne Powers.  
Voice Vote: All ayes.

**Recorded and Transcribed by:**

---

**Kathleen Arnold, Administrative Assistant**  
this 11<sup>th</sup> day of December, 2017.

ATTACHMENT K & L

# VILLAGE OF HANOVER PARK, ILLINOIS



*Hanover Park*<sup>USA</sup>

## **COMPREHENSIVE ANNUAL FINANCIAL REPORT**

For the Year Ended December 31, 2017

## **INDEPENDENT AUDITOR'S REPORT**

1415 West Diehl Road, Suite 400  
Naperville, IL 60563  
630.566.8400

**SIKICH.COM**

## **INDEPENDENT AUDITOR'S REPORT**

The Honorable President  
Members of the Board of Trustees  
Village of Hanover Park, Illinois

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information of the Village of Hanover Park, Illinois (the Village) as of and for the year ended December 31, 2017, and the related notes to financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information of the Village of Hanover Park, Illinois, as of December 31, 2017, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Matters*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements as a whole. The introductory section, combining and individual fund financial statements and schedules and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual fund statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

*Sikich LLP*

Naperville, Illinois

June 27, 2018

Except for the discretely presented component unit, Hanover Square, whose opinion date is

June 27, 2018

**VILLAGE OF HANOVER PARK, ILLINOIS**

**TAX INCREMENT FINANCING #3 FUND**

**SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

For the Year Ended December 31, 2017

---

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance Over (Under)</b>
<b>REVENUES</b>				
Property taxes	\$ 1,869,000	\$ 1,869,000	\$ 1,849,587	\$ (19,413)
Investment income	2,000	2,000	39,322	37,322
Total revenues	<u>1,871,000</u>	<u>1,871,000</u>	<u>1,888,909</u>	<u>17,909</u>
<b>EXPENDITURES</b>				
Current				
Community development				
Contractual services	890,560	890,560	320,724	(569,836)
Capital outlay	<u>900,000</u>	<u>900,000</u>	<u>277,100</u>	<u>(622,900)</u>
Total expenditures	<u>1,790,560</u>	<u>1,790,560</u>	<u>597,824</u>	<u>(1,192,736)</u>
NET CHANGE IN FUND BALANCE	<u>\$ 80,440</u>	<u>\$ 80,440</u>	<u>1,291,085</u>	<u>\$ 1,210,645</u>
FUND BALANCE, JANUARY 1			<u>4,434,791</u>	
<b>FUND BALANCE, DECEMBER 31</b>			<u>\$ 5,725,876</u>	

(See independent auditor's report.)

VILLAGE OF HANOVER PARK, ILLINOIS

TAX INCREMENT FINANCING #4 FUND

SCHEDULE OF REVENUES, EXPENDITURES AND  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended December 31, 2017

---

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>
<b>REVENUES</b>			
None	\$ -	\$ -	\$ -
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>
<b>EXPENDITURES</b>			
Current			
Community development			
Contractual services	<u>100,000</u>	<u>100,000</u>	<u>537</u>
Total expenditures	<u>100,000</u>	<u>100,000</u>	<u>537</u>
NET CHANGE IN FUND BALANCE	<u>\$ (100,000)</u>	<u>\$ (100,000)</u>	(537)
FUND BALANCE (DEFICIT), JANUARY 1			<u>(25,210)</u>
<b>FUND BALANCE (DEFICIT), DECEMBER 31</b>			<u><u>\$ (25,747)</u></u>

(See independent auditor's report.)

**VILLAGE OF HANOVER PARK, ILLINOIS**

**TAX INCREMENT FINANCING #5 FUND**

**SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

For the Year Ended December 31, 2017

---

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>
<b>REVENUES</b>			
Property taxes	\$ 4,800	\$ 4,800	\$ 15,046
Investment income	-	-	125
Miscellaneous	-	159,000	159,000
Total revenues	<u>4,800</u>	<u>163,800</u>	<u>174,171</u>
<b>EXPENDITURES</b>			
Current			
Community development			
Contractual services	<u>40,000</u>	<u>199,000</u>	<u>175,506</u>
Total expenditures	<u>40,000</u>	<u>199,000</u>	<u>175,506</u>
NET CHANGE IN FUND BALANCE	<u>\$ (35,200)</u>	<u>\$ (35,200)</u>	(1,335)
FUND BALANCE (DEFICIT), JANUARY 1			<u>(68,617)</u>
<b>FUND BALANCE (DEFICIT), DECEMBER 31</b>			<u><u>\$ (69,952)</u></u>

(See independent auditor's report.)

1415 West Diehl Road, Suite 400  
Naperville, IL 60563  
630.566.8400

**SIKICH.COM**

## **INDEPENDENT ACCOUNTANT'S REPORT ON MANAGEMENT'S ASSERTION OF COMPLIANCE**

The Honorable Village President  
Members of the Board of Trustees  
Village of Hanover Park, Illinois

We have examined management's assertion that the Village of Hanover Park, Illinois (the Village) complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended December 31, 2017 for Village Center TIF District (TIF #3), West Irving Park Road Corridor TIF District (TIF #4) and East Irving Park Road TIF District (TIF #5). The Village's management is responsible for its assertion. Our responsibility is to express an opinion on the Village's assertion about the Village's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion about compliance with the specified requirements is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertion is fairly stated, in all material respects. The nature, timing and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Village's compliance with the specified requirements.

In our opinion, management's assertion that the Village of Hanover Park, Illinois complied with the aforementioned requirements for the year ended December 31, 2017 is fairly stated, in all material respects.

This report is intended solely for the information and use of the Board of Trustees, the Illinois Comptroller's Office, the Joint Review Board and the Illinois Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

*Sikich LLP*

Naperville, Illinois  
June 27, 2018

DOCUMENTATION PERTAINING TO  
PROPERTIES ACQUIRED, LISTED IN SECTION 4



VILLAGE OF HANOVER PARK

10/19/17  
Date of Filing with Village

104234  
Cash Receipt #

25041  
Transfer Tax Stamp Number

[Signature]  
Village Cashier

REAL ESTATE TRANSFER TAX DECLARATION  
PLEASE TYPE OR USE BLACK INK

Check Appropriate Box(es)

- Residential, Exempt, Multi-Unit - No. Of Units, Commercial/Industrial, Land Trust

Recorder or Registrar's Deed No. Date Recorded (For Recorder's Use Only)

INSTRUCTIONS:

- 1. This form must be filled out completely, signed by at least one of the grantees (buyers), signed by at least one of the grantors (sellers), and presented to the Department of Finance, 2121 W. Lake St., Hanover Park, IL 60133, or other designated agent, at the time of purchase of the real estate transfer stamps as required by the Village of Hanover Park Real Estate Transfer Tax Ordinance. The stamps must be affixed to the deed, and this form attached, when the title is recorded.
2. The full actual amount of consideration of the transaction is the amount upon which the tax is to be computed. Both the full actual consideration of the transaction and the amount of the tax stamps required must be stated on the declaration.
3. A copy of the Illinois Tax Declaration form, signed by the grantee (buyer) of the deed or assignee of beneficial interest, must be presented to the Finance Department at the time the real estate transfer stamps are purchased.
4. There is a separate Hanover Park Real Estate Transfer Tax Information Sheet providing full instructions for purchasing a Real Estate Transfer Tax Stamp. If you need this Sheet or other information or assistance, please call the Department of Finance at (630) 372-4200, Monday through Friday, 8:00 a.m. to 4:30 p.m.

Address of Property 1909-1931-1945 Ontarioville Rd.

Permanent Property Index No. 01-01-201-014; 01-01-201-013; 01-01-201-012

Date of Deed 10/2017 Type of Deed Trustee's

Table with 2 columns: Description, Amount. Row 1: Full Actual Consideration (Include amount of mortgage and value of liabilities assumed) \$285000.00. Row 2: AMOUNT OF TAX (\$1.50 per \$500, or fraction thereof of full value consideration) \$0.00

EXEMPTIONS: The Village of Hanover Park Real Estate Transfer Tax Ordinance specifically exempts certain transactions from taxation. These exemptions are enumerated in Section 24-65 of the Ordinance which are printed on the reverse side of this form. To claim one of these exemptions, complete the appropriate blanks below:

I hereby declare that this transaction is exempt from taxation under the Hanover Park Real Estate Transfer Tax Ordinance by paragraph(s) A1 of section 24-65 of said Ordinance.

Details for exemptions claimed, including documentation provided: (explain) conveyance to Village of Hanover Park

A \$10.00 processing fee applied to all exempt transfers.

We hereby declare the full actual consideration and above facts contained in this declaration to be true and correct.

GRANTOR: (Please Print) CTLTC, Trustee 9562 N. 5000 W Rd., Mantero, IL 60950. Signature [Signature] Date Signed 10/19/2017

GRANTEE: (Please Print) Village of Hanover Park 2121 W. Lake St., Hanover Park, IL 60133. Signature [Signature] Date Signed 10/19/2017

Handwritten marks: D, checkmark, 10.00, -3416

**TRUSTEE'S DEED**

This indenture made this **17th day of October, 2017**, between **CHICAGO TITLE LAND TRUST COMPANY**, a corporation of Illinois, as successor Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the **7th day of February, 1966** and known as Trust Number **22934**,

party of the first part, and -----  
**VILLAGE OF HANOVER PARK,**  
**A Municipal Corporation.**

party of the second part  
Whose address is:  
2121 Lake St  
Hanover Park, IL 60133

Reserved for Recorder's Office

**WITNESSETH**, That said party of the first part, in consideration of the sum of **TEN and no/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE** considerations in hand paid, does hereby **CONVEY AND QUITCLAIM** unto said party of the second part, the following described real estate, situated in **DuPage** County, Illinois, to wit

**SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF**

Property Address: **See attached Exhibit "A" for property address**

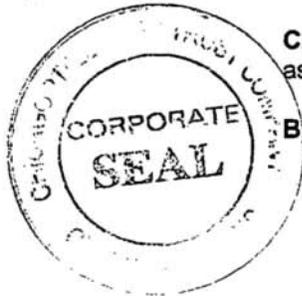
Permanent Tax Number: **See attached Exhibit "A" for Permanent Real Estate Index Numbers**

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

**This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.**

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Trust Officer, the day and year first above written.



**CHICAGO TITLE LAND TRUST COMPANY,**  
as Trustee as Aforesaid

By: Silvia Medina  
Silvia Medina, Trust Officer

State of Illinois      SS  
County of DuPage

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named **Silvia Medina, Trust Officer of CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Trust Officer then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 17th day of October, 2017.



  
\_\_\_\_\_  
NOTARY PUBLIC

Property Address:  
1909 Ontarioville Rd., Hanover Park, IL 60133  
P.I.N. 01-01-201-014; 01-01-201-013; and 01-01-201-012

This instrument was prepared by:  
CHICAGO TITLE LAND TRUST COMPANY  
1701 GOLF ROAD, SUITE 102  
ROLLING MEADOWS, ILLINOIS 60008

AFTER RECORDING, PLEASE MAIL TO:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ OR    BOX NO. \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

SEND TAX BILLS TO:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

### **LEGAL DESCRIPTION**

LOTS 1, 2 AND 3 (EXCEPT THE WEST 20 FEET OF SAID LOT 3) IN BLOCK 1 IN LEWIS LEISEBERG'S ADDITION TO ONTARIO, A SUBDIVISION OF A PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1876 AS DOCUMENT 22110, IN DUPAGE COUNTY, ILLINOIS.

PINS: 01-01-201-012; 01-01-201-013; and 01-01-201-014



Declaration ID: 20171002240684

Status: Declaration Submitted
Document No.: Not Recorded

State/County Stamp: Not Issued



PTAX-203
Illinois Real Estate
Transfer Declaration

Step 1: Identify the property and sale information.

1 1945 ONTARIOVILLE RD
Street address of property (or 911 address, if available)
HANOVER PARK 60133-0000
City or village ZIP

Wayne
Township

2 Enter the total number of parcels to be transferred. 3
3 Enter the primary parcel identifying number and lot size or acreage

Table with 4 columns: Primary PIN, Lot size or acreage, Dimensions, No Split Parcel. Row 1: 01-01-201-012, 217x257x137, Dimensions, No

4 Date of instrument: 10/17/2017
Date

5 Type of instrument (Mark with an "X."): Warranty deed
Quit claim deed Executor deed X Trustee deed
Beneficial interest Other (specify):

6 Yes X No Will the property be the buyer's principal residence?
7 X Yes No Was the property advertised for sale? (i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.
Current Intended
a Land/lot only
b Residence (single-family, condominium, townhome, or duplex)
c Mobile home residence
d Apartment building (6 units or less) No. of units: 0
e Apartment building (over 6 units) No. of units: 0
f X Office
g Retail establishment
h X Commercial building (specify): VILLAGE PROPERTY
i Industrial building
j Farm
k Other (specify):

9 Identify any significant physical changes in the property since January 1 of the previous year and enter the date of the change. Date of significant change:
Demolition/damage Additions Major remodeling
New construction Other (specify):

10 Identify only the items that apply to this sale.
a Fulfillment of installment contract year contract initiated :
b Sale between related individuals or corporate affiliates
c Transfer of less than 100 percent interest
d Court-ordered sale
e Sale in lieu of foreclosure
f Condemnation
g Short sale
h Bank REO (real estate owned)
i Auction sale
j Seller/buyer is a relocation company
k X Seller/buyer is a financial institution or government agency
l Buyer is a real estate investment trust
m Buyer is a pension fund
n Buyer is an adjacent property owner
o Buyer is exercising an option to purchase
p Trade of property (simultaneous)
q Sale-leaseback
r Other (specify):
s Homestead exemptions on most recent tax bill:
1 General/Alternative 0.00
2 Senior Citizens 0.00
3 Senior Citizens Assessment Freeze 0.00

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11 Full actual consideration 258,000.00
12a Amount of personal property included in the purchase 0.00



Declaration ID: 20171002240684

Status: Declaration Submitted
Document No.: Not Recorded

State/County Stamp: Not Issued

Table with 2 columns: Line number and Amount. Rows include: 12b Was the value of a mobile home included on Line 12a? (Amount: 258,000.00), 13 Subtract Line 12a from Line 11... (Amount: 0.00), 14 Amount for other real property transferred... (Amount: 0.00), 15 Outstanding mortgage amount... (Amount: 0.00), 16 If this transfer is exempt... (Amount: 0.00), 17 Subtract Lines 14 and 15 from Line 13... (Amount: 0.00), 18 Divide Line 17 by 500... (Amount: 0.00), 19 Illinois tax stamps... (Amount: 0.00), 20 County tax stamps... (Amount: 0.00), 21 Add Lines 19 and 20... (Amount: 0.00)

Step 3: Enter the legal description from the deed. Enter the legal description from the deed.

LOTS 1, 2 AND 3 (EXCEPT THE WEST 20 FEET OF SAID LOT 3) IN BLOCK 1 IN LEWIS LEISEBERG'S ADDITION TO ONTARIO, A SUBDIVISION OF A PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1876 AS DOCUMENT 22110, IN DUPAGE COUNTY, ILLINOIS.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information

Form for Seller Information: CTLTC #22934, Seller's or trustee's name: 9562 N 5000 W RD., Street address (after sale): 630-837-6600, Phone extension: MANTENO, IL, 60950-0000, USA

Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Buyer Information

Form for Buyer Information: VILLAGE OF HANOVER PARK, Buyer's or trustee's name: 2121 W LAKE ST, Street address (after sale): 630-372-4200, Phone extension: HANOVER PARK, IL, 60133-4301, USA

Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Mail tax bill to:

Form for Mail tax bill to: VILLAGE OF HANOVER PARK, 2121 W LAKE ST, HANOVER PARK, IL, 60133-4301, USA



Declaration ID: 20171002240684

Status: Declaration Submitted  
Document No.: Not Recorded

State/County Stamp: Not Issued

**Preparer Information**

MICHAEL E. KELLY - LAW OFFICES OF MICHAEL E. KELLY

Country

17NW7128967WH

Preparer and company name

Preparer's file number (if applicable)

Escrow number (if applicable)

118 W BARTLETT AVE STE 1

BARTLETT

IL

60103-4281

Street address

City

State

ZIP

mikekellylawoffice@gmail.com

630-837-6600

USA

Preparer's email address (if available)

Preparer's daytime phone

Phone extension

Country

Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Identify any required documents submitted with this form. (Mark with an "X.") \_\_\_\_\_ Extended legal description \_\_\_\_\_ Form PTAX-203-A  
\_\_\_\_\_ Itemized list of personal property \_\_\_\_\_ Form PTAX-203-B

**To be completed by the Chief County Assessment Officer**

1 \_\_\_\_\_  
County Township Class Cook-Minor Code 1 Code 2

2 Board of Review's final assessed value for the assessment year prior to the year of sale.

Land \_\_\_\_\_  
Buildings \_\_\_\_\_  
Total \_\_\_\_\_

3 Year prior to sale \_\_\_\_\_

4 Does the sale involve a mobile home assessed as real estate? \_\_\_\_\_ Yes \_\_\_\_\_ No

5 Comments

Illinois Department of Revenue Use

Tab number



**Declaration ID:** 20171002240684

**Status:** Declaration Submitted

**Document No.:** Not Recorded

**State/County Stamp:** Not Issued

---

**Additional parcel identifying numbers and lot sizes or acreage**

<u>Property index number (PIN)</u>	<u>Lot size or acreage</u>	<u>Unit</u>	<u>Split Parcel?</u>
01-01-201-013	1x1	Dimensions	No
01-01-201-014	1x2	Dimensions	No

**Personal Property Table**

<u>Description of Item</u>	<u>Value</u>	<u>Type of Property</u>
----------------------------	--------------	-------------------------



CHICAGO TITLE  
COMPANY

2128 Midlands Court, Suite 108  
Sycamore, IL 60178  
Phone: (815)758-5900 / Fax: (815)758-5907

The Village of Hanover Park  
2121 Lake Street  
Hanover Park, IL 60133

**Date:** March 29, 2018  
**Order No.:** 5252-1700254  
**Buyer(s):** The Village of Hanover Park  
**Property:** 7N536 Church Rd  
Hanover Park, IL 60133

Enclosed is your Title Policy or Guarantee in connection with the above referenced transaction.  
Please call us immediately if you have any questions or concerns.

Shelley Johnson  
N.Clerk.Title.  
Shelley.Johnson@ctt.com

# ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Policy Number:

**5252-1700254**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Owner's Policy (06/17/2006)

Page 1

Printed: 12.28.17 @ 12:38 PM  
IL-CT-FMCD-01080.225252-SPS-72306-1-17-5252-1700254



- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Company  
2128 Midlands Court, Suite 108  
Sycamore, IL 60178

Chicago Title Insurance Company

By:



\_\_\_\_\_  
President

Attest:



\_\_\_\_\_  
Secretary

Countersigned By:



\_\_\_\_\_  
Authorized Officer or Agent



Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE A**

Name and Address of Title Insurance Company: Chicago Title Company  
 2128 Midlands Court, Suite 108  
 Sycamore, IL 60178

Address Reference: 7N536 Church Rd, Hanover Park, IL 60133

Date of Policy	Amount of Insurance
November 17, 2017	\$100,000.00

1. Name of Insured:

Village of Hanover Park, a municipal corporation of the State of Illinois

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Village of Hanover Park, a municipal corporation of the State of Illinois

4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 01-01-208-013-0000**

---

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE CENTER LINE OF CHURCH ROAD, 816.12 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 AND RUNNING THENCE NORTH 1 DEGREE 00 MINUTES EAST ALONG THE CENTER LINE OF SAID ROAD, 100 FEET; THENCE NORTH 89 DEGREES 47 MINUTES WEST 435.65 FEET; THENCE SOUTH 1 DEGREE 00 MINUTES WEST PARALLEL WITH CHURCH ROAD, 100 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES EAST 435.64 FEET TO THE PLACE OF BEGINNING IN DUPAGE COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS, AS CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION IN DEED R93-49348: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 43 MINUTES 47 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2604.77 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 56 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 1243.73 FEET TO THE CENTERLINE OF CHURCH ROAD; THENCE NORTH 00 DEGREES 26 MINUTES 56 SECONDS EAST ALONG THE CENTERLINE OF SAID ROAD, A DISTANCE OF 816.12 FEET FOR A POINT OF BEGINNING, BEING AT THE SOUTHEAST CORNER OF THE GRANTOR'S PROPERTY; THENCE SOUTH 89 DEGREES 56 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF THE GRANTOR'S PROPERTY, 79.19 FEET; THENCE NORTH 07 DEGREES 07 MINUTES 42 SECONDS EAST, 100.79 FEET TO THE NORTH LINE OF THE GRANTOR'S PROPERTY; THENCE NORTH 89 DEGREES 56 MINUTES 17 SECONDS EAST ALONG SAID NORTH LINE, 67.47 FEET TO SAID CENTERLINE OF CHURCH ROAD; THENCE SOUTH 00 DEGREES 26 MINUTES 56 SECONDS WEST, 100.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Name and Address of Title Insurance Company: Chicago Title Company  
2128 Midlands Court, Suite 108  
Sycamore, IL 60178

### SCHEDULE B EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

#### GENERAL EXCEPTIONS

1. 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.
2. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
3. Taxes for the years 2016 and 2017.  
  
Taxes for the year 2016 are payable in two installments.  
  
The first installment amounting to \$3,517.16 is paid of record.  
  
The second installment amounting to \$3,517.16 is paid of record.  
  
Taxes for the year 2017 are not yet due and payable.  
  
Permanent Tax No.: 01-01-208-013-0000
4. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
5. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
6. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land.

#### END OF SCHEDULE B

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Owner's Policy (06/17/2006)

Page 6

Printed: 12.28.17 @ 12:38 PM  
IL-CT-FMCD-01080.225252-SPS-72306-1-17-5252-1700254



## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
- To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

