

REAL ESTATE SALE CONTRACT

ILLINOIS FORM B*

1. The City of Aurora, an Illinois municipal corporation (Buyer) agrees to purchase at a price of \$950,000 on the terms set forth herein, the 3.16 Acres MOL following described real estate in the City of Aurora, DuPage County, Illinois:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT A STONE AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH 89 DEGREES 08 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION, 409.86 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EOLA ROAD; THENCE NORTH 2 DEGREES 13 MINUTES 15 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 182.25 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 08 MINUTES 20 SECONDS WEST PARALLEL WITH SAID SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 416.45 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER SECTION; THENCE NORTH 00 DEGREES 08 MINUTES 58 SECONDS EAST ALONG SAID WEST LINE OF SECTION 20, 326.44 FEET TO A POINT ON THE SOUTH LINE OF LOT 163 OF FOX VALLEY EAST REGION 2 UNIT 53 PHASE 1; THENCE NORTH 89 DEGREES 13 MINUTES 22 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 163 AND LOT 199 OF SAID SUBDIVISION, 428.24 FEET TO THE SOUTHEAST CORNER OF SAID LOT 199 OF SAID SUBDIVISION; THENCE SOUTH 2 DEGREES 13 MINUTES 15 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 199 AND ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF EOLA ROAD, 326.30 FEET TO THE POINT OF BEGINNING IN DUPAGE COUNTY, ILLINOIS. PINS: 07-20-102-015 and 07-20-102-016

commonly known as 7S330 N. Eola Road, Aurora, Illinois and with approximate lot dimensions of approximately 326' x 416' x 326' x 428' together with the single-family home, fixtures and equipment presently located thereon:

2. Carol S. Hamman as Trustee of the Carol Hamman Revocable Trust dated October 30, 2008 of 13351B Faxon Road, Plano, IL, 60545 (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Buyer or nominee title thereto by a recordable Trustee's Deed, with release of homestead rights, if any, and a proper bill of sale, subject only to:

3. Buyer shall pay the Purchase Price at closing, plus or minus prorations with the net cash to close as per the Closing Statement to be agreed to between Buyer and Seller at Closing.

4. **Closing:** The closing of the transaction (the "Closing") will take place on December 1, 2023 at the Aurora Office of Fidelity National Title Company, 1877 W. Downer Place, Suite 150, Aurora, IL 60506 (the "Title Company") or as otherwise agreed to by the parties. Seller will convey to the Buyer good and marketable title to the Property free and clear of all liens, encumbrances and security interests, and other title objections and exceptions that Seller agreed to remove or for which Seller agrees to provide insurance coverage. Possession of the Property shall be delivered to Buyer on the date of Closing, subject to the Permitted Exceptions and in the same condition as at the Effective Date of this Contract.

5. **Closing Obligations:** Seller shall furnish the Buyer an ALTA title insurance policy with extended coverage issued by a Title Company showing fee simple title to the Property in the Buyer subject only to (i) liens for taxes not yet due and payable, and (ii) easements, rights-of-way and such other title-related matters as are approved by Buyer. Buyer will pay for any other endorsements. Prior to closing, Seller shall provide Buyer with an ALTA survey. The survey shall be sufficient to cause the Title Company to issue

the required owner's policy free of any exceptions for survey matters. Seller shall pay for the cost of the owner's title insurance policy and the survey. The legal description shall be confirmed by the survey, and the Title Commitment conformed to the legal description determined by the survey

6. Seller agrees to pay a broker's commission to Brian Dolan, Dolan & Murphy, in the amount set forth in the broker's listing contract between Seller and Broker, on the condition that Broker supply to the Title Company at or before Closing, a waiver of its Commercial Broker Lien in writing on a form acceptable to the Title Company

7. There shall be no earnest money.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Buyers within 3 days from the date hereof, otherwise, at the Buyer's option, this contract shall become null and void.

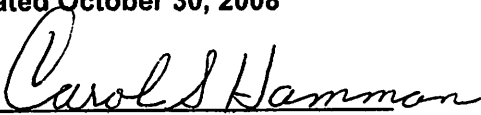
This contract is subject to the Conditions and Stipulations set forth on the following pages hereof, which Conditions and Stipulations are made a part of this contract.

Dated: _____

THE BUYER IS A MUNICIPAL ENTITY AND ANY AGREEMENT TO PURCHASE THE PROPERTY IS SUBJECT TO THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE CITY COUNCIL OF BUYER.

**Seller: Carol Hamman Revocable Trust
dated October 30, 2008**

Buyer: The City of Aurora



By, Carol S. Hamman, Trustee
13351B Faxon Road
Plano, IL 60545

By, Authorized Representative

Date

Date

CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Buyer or Buyer's agent, not less than 5 days prior to the time of closing, the plat of survey (if one is required to be delivered under the terms of this contract) and a title commitment for an owner's title insurance policy issued by the Fidelity National Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Buyer an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or corrected any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Buyer may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this contract shall become null and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of 105% of the most recent ascertainable taxes;

All prorations are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Buyer. Seller shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration required by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax and an application for exemption to the City of Aurora as this contract contemplates an exempt conveyance pursuant to 35 ILCS 200/31-45(b), "Deeds to or trust documents relating to (1) property acquired by any governmental body or from any governmental body" Any Real Estate Transfer Taxes for which this conveyance are not exempt shall be paid by Seller.

Seller shall obtain and satisfy at or before closing, the City of Aurora Statement of Open Accounts with respect to the Property.

4. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this contract.

5. At the election of Seller or Buyer upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Fidelity National Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Fidelity National Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Buyer.

6. Time is of the essence of this contract.

7. All notices herein required shall be in writing and shall be served by email to Seller c/o its attorney, John Duggan at dugganjpd@aol.com and to Buyer c/o its attorney Jason A. Guisinger, jaguisinger@ktjlaw.com,

And in either event to the broker, Brian Dolan, bdolan@dolanmurphy.com.

8. Due Diligence. Seller Supplied Documents. Seller will deliver to Buyer for Buyer's review and approval, the following items (or, for any of the following items that do not exist, Seller's written certification that such do not exist to Seller's best knowledge):
- a. All licenses or permits that any governmental authority has issued with respect to the Property.
 - b. Copies of all environmental assessment reports and other documentation in Seller's possession pertaining to the environmental condition of all or any part of the Property.
 - c. Copies of all agreements, if any, entered into with any governmental agency, board, commission or department or other party affecting the Property, including without limitation, annexation or improvement agreements, and all amendments thereto.
 - d. Any and all soil reports or tests pertaining to the Property made for Seller and currently in Seller's possession.
 - e. Any and all notices of violations of, and any and all files of Seller pertaining to the compliance or non-compliance of the Property with applicable zoning, building, environmental, health, safety and other codes, laws, regulations and ordinances, which Seller has received or maintains.
 - f. Any leases and other agreements with any third party whereby any tenancy, license or easement or other rights to use all or any part of the Property, or any fixtures or equipment located thereon, are granted to any third party.
 - g. Any agreements with any third party whereby any license or easement or other rights to use all or any part of the Property of such third party are granted to the owner or party in possession of the Property.
 - h. All contracts with third parties for the provision of services to the Property.
 - i. All certificates of occupancy issued by any governmental authority with respect to the Property.
 - j. All plans and specifications pertaining to the buildings and improvements located on the Property.
 - k. All reports setting forth the results of any inspection of the building, building components or building equipment, or other improvements located on the Property.
 - l. All plats of survey of the Property not more than six (6) months old.

Due Diligence Period:

Buyer's Due Diligence. Buyer shall have the right for a period of ninety (90) days to conduct, or cause to be conducted, any inspections, investigations, appraisals, evaluations and tests of the Property that Buyer deems necessary or desirable (collectively, the "**Investigations**"), ("the

“Contingency Period”), all at the Buyer’s expense, including, without limitation, the following:

- i. Inspections of the buildings and improvements located on the Property including, without limitation, the foundation, roof and other structural elements, heating, ventilation and air conditioning equipment and systems, electrical equipment and systems, and plumbing fixtures, equipment and systems.
- ii. Determination of the availability and adequacy of utilities, whether any part of the Property is located in a flood plain or flood hazard area, adequacy of access to public roads, and adequacy of parking for the intended use of the Property as a fire station.

Approvals. During the Contingency Period, Buyer shall have the right to seek and obtain all approvals, licenses and permits (collectively, “Permits”) from all governmental authorities having jurisdiction over the Property that are necessary or desirable to allow Buyer to construct improvements necessary, and to operate the Property for Buyer’s intended use, including, without limitation, building Permits, Permits for necessary parking, curb cuts, driveways, signage desired by Buyer at locations approved by Buyer, and other improvements in accordance with Buyer’s plans and specifications.

Seller’s Cooperation. During the Contingency Period, Seller shall cooperate with Buyer in Buyer’s efforts to conduct the Investigations and to seek and obtain Permits, and Seller shall grant to Buyer and Buyer’s agents, contractors and inspectors, unrestricted access to the Property in connection therewith. Buyer shall be responsible for the repair or cost of repairing any damage to the Property caused by Buyer or Buyer’s agents, contractors and inspectors directly arising from such access.

Condition of Inspections. All inspections shall occur with prior reasonable notice to the Seller. Any tests, examinations or inspections of the Property by Buyer and all costs and expenses in connection with such testing, examination and inspection of the Property shall be at the sole cost of Buyer and shall be performed in a manner not to unreasonably interfere with Seller’s ownership of the Property or increase Seller’s liability with respect to its ownership of the Property.

Buyer’s Right to Terminate. In the event that the Buyer determines, in Buyer’s sole discretion, that the results of the Investigations, or any component thereof, are not satisfactory to Buyer and notifies Seller within five (5) days of the expiration of the Contingency Period, Buyer may terminate this Contract and the Earnest Money shall be immediately returned to the Buyer.

9. **Seller Reps and Warranties:** The covenants, representations and warranties contained in this Section shall be deemed remade as of the Closing Date and shall survive the Closing, and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made with respect thereto, or any information developed by or made available to the Buyer prior to the Closing and consummation

of this transaction. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

- a. Title Matters. Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.
- b. Violations of Zoning and Other Laws. Other than those matters existing between the Seller and the Buyer, Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code. The Property as conveyed to Buyer shall include all rights of the Seller to the use of any off-site facilities, including, but not limited to, storm water detention facilities, necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the Property.
- c. Pending and Threatened Litigation. To the best knowledge and belief of Seller, and excluding those matters currently pending between the Buyer and the Seller, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.
- d. Eminent Domain, etc. Buyer and Seller acknowledge this agreement is entered by the parties under the threat or imminence of condemnation as per 26 United States Code Section 1033(a) of the Internal Revenue Code. To the best knowledge and belief of Seller, there is no other pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.
- e. Access to Property Utilities. No fact or condition exists which would result in the termination or impairment of access to the Property or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.
- f. Assessments. To the best knowledge and belief of Seller, there are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed, and there are no special or general assessments pending against or affecting the Property.
- g. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Contract by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Contract do not and will not conflict with or

result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

- h. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Contract. Buyer shall not, by reason of entering into or closing under this Contract, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding which it shall not have previously agreed in writing to accept. Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Property and, further, that no person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.
- i. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property.
- j. Governmental Obligations. To the best knowledge of Seller, there are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.
- k. Easements. Seller represents that the Property has no private easements or agreements that would hinder Seller from its intended use of the Property.
- l. Section 1445 Withholding. Seller represents that he/she/it/they is/are not a "**foreign person**" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller shall furnish Buyer with a Non-Foreign Affidavit as set forth in said Section 1445.
- m. Environmental Conditions.
 - 1. From the Effective Date to and including the Closing Date, Seller agrees (i) to operate, maintain and manage the Property (including the groundwater thereunder) in the ordinary course of business; (ii) that the Property (including the groundwater thereunder) will comply in all respects, and will remain in compliance, with all applicable federal, state, regional, county and local laws, statutes, rules, regulations

or ordinances concerning public health, safety or the environment; and (iii) to maintain existing insurance on the Property.

2. Seller has received no notice of and to the best of Seller's knowledge and belief the Property (including the groundwater thereunder) does not violate, any law, regulation or agreement applicable to the Property (including the groundwater thereunder) or its use. With respect to the Property (including the groundwater thereunder), if Seller shall (i) receive notice that any violation of any federal, state or local environmental, health or safety law or regulation may have been committed or is about to be committed with respect to the Property (including the groundwater thereunder), (ii) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any federal, state or local environmental law or regulation or requiring Seller to take any action in connection with the release of any hazardous materials into the environment, (iii) receive any notice from a federal, state or local governmental agency or private party alleging that the Seller may be liable or responsible for costs associated with a response to or cleanup of a release of any hazardous materials into the environment or any damages caused thereby, (iv) receive any notice that the Seller is subject to federal, state or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other hazardous materials into the environment, or (v) receive any notice that the Property is subject to a lien in favor of any governmental entity for any liability under the federal, state or local environmental laws or regulations or damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other hazardous materials into the environment, then the Seller shall promptly provide the Buyer with a copy of such notice, and in no event later than fifteen (15) days from Seller's receipt thereof.
3. There are no proceedings pending or, to the best knowledge and belief of Seller, threatened against or affecting the Seller in any court or before any governmental authority or arbitration board or tribunal, which if adversely determined, would materially and adversely affect the Property. The Seller is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal, which default would materially and adversely affect the Property.
4. The Seller has provided to the Buyer with any environmental record (which shall mean any document, correspondence, pleading, report, assessment, analytical result, or other

record concerning a hazardous material, compliance with an environmental law, or other environmental subject) concerning the Property which Seller possesses.

Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of a breach of any of Seller's representations or warranties made hereunder, including all incidental and consequential damages. These representations, warranties and Seller's indemnification shall survive the Closing.

When used in this Section, the expression "to the best knowledge and belief of Seller," or words to that effect, is deemed to mean that Seller, after reasonable examination, investigation and inquiry, is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

10. **Brokerage.** Except for the Seller's broker, Brian Dolan of Dolan & Murphy, Inc., whose fee related to this transaction shall be the sole responsibility of Seller, each party hereto hereby represents and warrants to the other that, in connection with this transaction no other third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of any other brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision shall survive the Closing.

11. **Risk of Loss.** If before legal title or possession of the Property has been transferred to Buyer, any part of the Property is destroyed (unless caused by Buyer) or taken by eminent domain, Buyer may elect to (i) terminate this Contract, or (ii) close the transaction contemplated by this Contract and receive any and all awards, judgments, settlements, damages, payments, insurance proceeds or the like associated with such destruction or condemnation (collectively, the "Proceeds"), and Seller hereby agrees to assign all rights and claims to the Proceeds to Buyer.

12. **Contract Modification.** This Contract and the Exhibit(s) attached hereto, if any, are made a part hereof, or required hereby, embody the entire Contract between the parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.

13. **Disclosure of Interests.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Contract by the Buyer, a member, owner, authorized trustee, corporate official, general partner or managing agent, or his/her authorized attorney, must submit a sworn affidavit (the "Disclosure Affidavit") to the Buyer, disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every member, shareholder, limited partner or general partner entitled to receive more than 7 ½% of the total distributable income of any limited liability company, corporation, or limited partnership having any real interest, real or personal, in the Property, or, alternatively, if the interest, stock or shares in a limited liability company, corporation or general partnership is publicly traded, a sworn affidavit by a member, officer of the corporation, general partner or managing agent, or his/her authorized attorney, that there is no readily known individual having a greater than 7 ½% percent interest, real or personal, in the Property. The Disclosure Affidavit shall be substantially similar to the one described in Exhibit "A", attached hereto and made a part hereof.

Exhibit "A"
DISCLOSURE AFFIDAVIT

STATE OF ILLINOIS)
)
COUNTY OF _____) ss.

I, _____, reside at _____, in the City, Village, Town of _____, County of _____, State of _____, being first duly sworn and having personal knowledge of the Property in question, swear to the following:

1 That, I am over the age of eighteen and a (check as applicable): member, owner, authorized trustee, corporate official, general partner, managing agent or his/her authorized attorney, having an interest, real or personal, in the real property commonly known as 101 North River Street, Aurora, Illinois (the "**Property**"), and I (and/or the limited liability company, corporation, limited or general partnership having such interest) am/are interested in selling the Property to the CITY OF AURORA (the "**Buyer**") pursuant to the terms and conditions of that certain Property Purchase and Sales Contract between the Seller and Buyer (the "**Contract**")

2 That, the Property is located in the County of Kane and has a Permanent Index Number of 15-22-377-021 .

3 That, I understand that, pursuant to 50 ILCS 105/3.1, prior to the execution of the Contract between the Buyer and Seller, state law requires the owner, authorized trustee, corporate official, general partner or managing agent, or his/her authorized attorney, to submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every member, shareholder, limited partner or general partner entitled to receive more than 7½% of the total distributable income of any limited liability company, corporation or limited partnership, having any interest, real or personal, in the Property.

4 As a member, owner, authorized trustee, corporate official, general partner or managing agent, or his/her authorized attorney, I declare under oath that (choose one): (Attach additional pages if necessary.)

- a The owners and/or beneficiaries are: _____
_____, or
- b The members, shareholders, limited partners and/or general partners with more than 7½% interest are: _____
_____; or
- c The interest, stock, or shares in a limited liability company corporation or general partnership are publicly traded and there is no readily known individual having greater than 7½% interest in the corporation.

This Affidavit is made to induce the Buyer to purchase the Property from Seller, in accordance with 50 ILCS 105/3.1.

AFFIANT:

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 202__.

Notary Public



Illinois Association of REALTORS®

RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 7S330 N. Eola Road
 City, State & Zip Code: Aurora, IL 60502
 Seller's Name: Carol S. Hamman Revocable Trust dated October 30, 2008.

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of July 31, 2023, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

YES	NO	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Seller has occupied the property within the last 12 months. (No explanation is needed.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. I am aware of flooding or recurring leakage problems in the crawlspace or basement.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. I am aware of material defects in the basement or foundation (including cracks and bulges).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. I am aware of leaks or material defects in the roof, ceilings or chimney.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. I am aware of material defects in the walls, windows, doors or floors.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. I am aware of material defects in the electrical system.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. I am aware of material defects in the well or well equipment.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. I am aware of unsafe conditions in the drinking water.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. I am aware of material defects in the heating, air conditioning, or ventilating systems.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. I am aware of material defects in the fireplace or woodburning stove.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. I am aware of material defects in the septic, sanitary sewer, or other disposal system.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. I am aware of unsafe concentrations of radon on the premises.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. I am aware of current infestations of termites or other wood boring insects.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. I am aware of underground fuel storage tanks on the property.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. I am aware of boundary or lot line disputes.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Seller is a trust. It understands the City of Aurora intends to demolish all of the buildings on the premises. Seller believes that the Act does not apply to this contract as it is a transfer to a governmental entity.

Check here if additional pages used:

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: The Carol S Hamman Revocable Trust dated Oct 30, 2008 Date: _____

Seller: By _____ Date: _____
Carol s Hamman, Trustee

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: The City of Aurora Date: _____ Time: _____

Prospective Buyer: By _____ Date: _____ Time: _____
Authorized Representative

108 Effective 01/15

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RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seq.

Section 5: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

“Residential real property” means real property improved with not less than one nor more than four residential dwelling units; units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

“Seller” means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, “seller” shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

“Prospective buyer” means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. The provisions of the Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgement, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee’s secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgement or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent’s estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor’s occupation and the seller had no knowledge of the error, inaccuracy or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. The disclosures required of a seller by this Act, shall be made in the following form: [form on reverse side]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of the Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

1) personal or facsimile delivery to the prospective buyer;

2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement, or

3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of the Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of the Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. No action for violation of the Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Buyer's initials ____ ____ (optional)

ILLINOIS ASSOCIATION OF REALTORS

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

Lead Warning Statement

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

Seller's Disclosure (initial)

- _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

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

 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Seller <u>Carol Hamman Revocable Trust</u>	Date / /	Purchaser <u>City of Aurora</u>	Date / /
Seller <u>by</u>	Date / /	Purchaser _____	Date / /
Agent <u>Carol Hamman, Trustee</u>	Date / /	Agent <u>By authorized representative</u>	Date / /

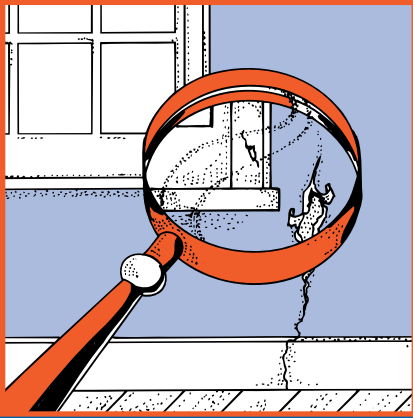
Property Address: _____

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.





Protect Your Family From Lead In Your Home



 **EPA** United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

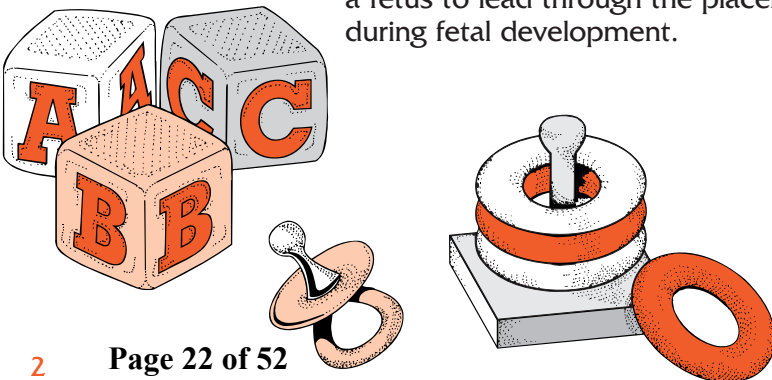
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

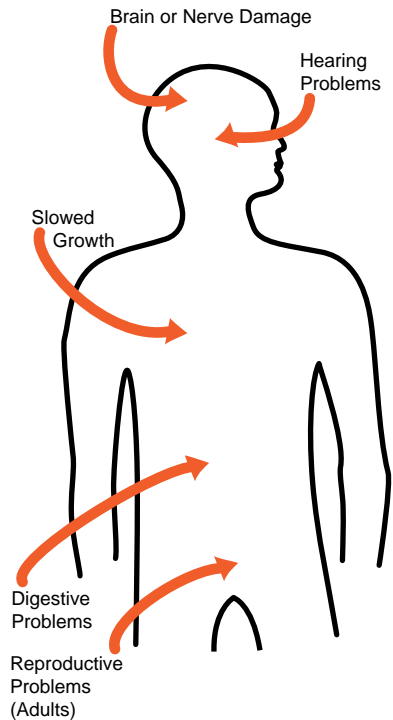
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

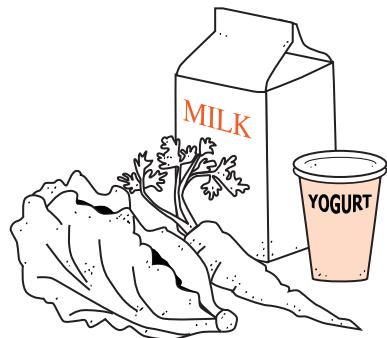
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

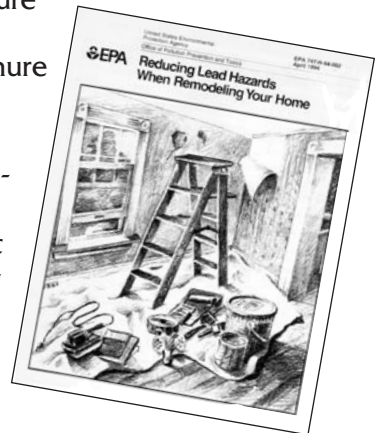
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



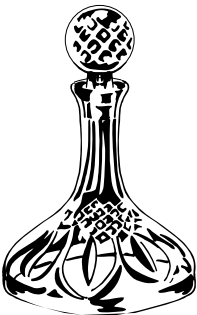
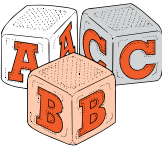
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

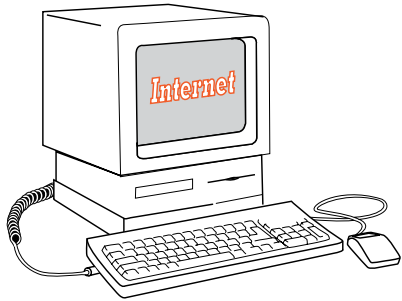


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

DISCLOSURE OF INFORMATION ON RADON HAZARDS

(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Property Address: 7S330 N. Eola Road, Aurora, IL 60502

Seller's Disclosure (initial each of the following which applies)

- (a) _____ Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain)
- (b) _____ Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) _____ Purchaser has received copies of all information listed above.
- (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgment (initial) (if applicable)

- (g) _____ Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she provided is true and accurate.

Carol S Hamman Revocable Trust, by

Seller Carol S. Hamman, Trustee
Printed Name

Seller _____
Printed Name

Seller By _____ Date _____
Signature Carol Hamman, Trustee

Seller _____ Date _____
Signature

Purchaser City of Aurora
Printed Name

Purchaser _____
Printed Name

Purchaser By _____ Date _____
Signature authorized representative

Purchaser _____ Date _____
Signature

Agent _____
Printed Name

Agent _____
Printed Name

Agent _____ Date _____
Signature

Agent _____ Date _____
Signature



A Citizen's Guide To Radon

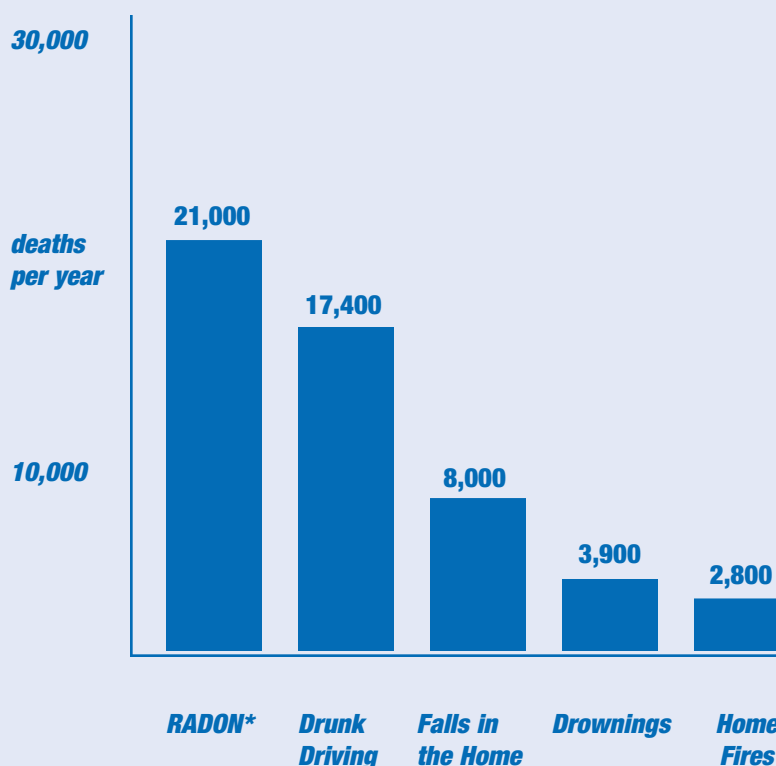
The Guide To Protecting Yourself And Your Family From Radon



EPA Recommends:

- ▼ **Test your home for radon—it's easy and inexpensive.**
- ▼ **Fix your home if your radon level is 4 picocuries per liter (pCi/L) or higher.**
- ▼ **Radon levels less than 4 pCi/L still pose a risk, and in many cases may be reduced.**

Radon is estimated to cause thousands of lung cancer deaths in the U.S. each year.



**Radon is estimated to cause about 21,000 lung cancer deaths per year, according to EPA's 2003 Assessment of Risks from Radon in Homes (EPA 402-R-03-003). The numbers of deaths from other causes are taken from the Centers for Disease Control and Prevention's 1999-2001 National Center for Injury Prevention and Control Report and 2002 National Safety Council Reports.*

OVERVIEW

Radon is a cancer-causing, radioactive gas.

You can't see radon. And you can't smell it or taste it. But it may be a problem in your home.

Radon is estimated to cause many thousands of deaths each year. That's because when you breathe air containing radon, you can get lung cancer. In fact, the Surgeon General has warned that radon is the second leading cause of lung cancer in the United States today. Only smoking causes more lung cancer deaths. **If you smoke and your home has high radon levels, your risk of lung cancer is especially high.**

Radon can be found all over the U.S.

Radon comes from the natural (radioactive) breakdown of uranium in soil, rock and water and gets into the air you breathe. Radon can be found all over the U.S. It can get into any type of building—homes, offices, and schools—and result in a high indoor radon level. But you and your family are most likely to get your greatest exposure at home, where you spend most of your time.

You should test for radon.

Testing is the only way to know if you and your family are at risk from radon. EPA and the Surgeon General recommend testing all homes below the third floor for radon. EPA also recommends testing in schools.

Testing is inexpensive and easy—it should only take a few minutes of your time. Millions of Americans have already tested their homes for radon (see page 5).

You can fix a radon problem.

Radon reduction systems work and they are not too costly. Some radon reduction systems can reduce radon levels in your home by up to 99%. Even very high levels can be reduced to acceptable levels.

New homes can be built with radon-resistant features.

Radon-resistant construction techniques can be effective in preventing radon entry. When installed properly and completely, these simple and inexpensive techniques can help reduce indoor radon levels in homes. In addition, installing them at the time of construction makes it easier and less expensive to reduce radon levels further if these passive techniques don't reduce radon levels to below 4 pCi/L.

Every new home should be tested after occupancy, even if it was built radon-resistant. If radon levels are still in excess of 4 pCi/L, the passive system should be activated by having a qualified mitigator install a vent fan. For more explanation of radon resistant construction techniques, refer to EPA publication, *Building Radon Out: A Step-by-Step Guide on How to Build Radon-Resistant Homes* (see page 15).

HOW DOES RADON GET INTO YOUR HOME?

Any home may have a radon problem.

Radon is a radioactive gas. It comes from the natural decay of uranium that is found in nearly all soils. It typically moves up through the ground to the air above and into your home through cracks and other holes in the foundation. Your home traps radon inside, where it can build up. Any home may have a radon problem. This means new and old homes, well-sealed and drafty homes, and homes with or without basements.

Radon from soil gas is the main cause of radon problems. Sometimes radon enters the home through well water (see page 8). In a small number of homes, the building materials can give off radon, too. However, building

RADON GETS IN THROUGH:

- 1. Cracks in solid floors.**
- 2. Construction joints.**
- 3. Cracks in walls.**
- 4. Gaps in suspended floors.**
- 5. Gaps around service pipes.**
- 6. Cavities inside walls.**
- 7. The water supply.**



materials rarely cause radon problems by themselves.

Nearly 1 out of every 15 homes in the U.S. is estimated to have elevated radon levels. Elevated levels of radon gas have been found in homes in your state. Contact your state radon office (www.epa.gov/radon/wherelive.html) for general information about radon in your area. While radon problems may be more common in some areas, any home may have a problem. The only way to know about your home is to test.

Radon can also be a problem in schools and workplaces. Ask your state radon office (www.epa.gov/radon/wherelive.html) about radon problems in schools, daycare and childcare facilities, and workplaces in your area (also visit www.epa.gov/radon).

HOW TO TEST YOUR HOME

You can't see radon, but it's not hard to find out if you have a radon problem in your home. All you need to do is test for radon. Testing is easy and should only take a few minutes of your time.

The amount of radon in the air is measured in "picocuries per liter of air," or "pCi/L." There are many kinds of low-cost "do it yourself" radon test kits you can get through the mail and in some hardware stores and other retail outlets. If you prefer, or if you are buying or selling a home, you can hire a qualified tester to do the testing for you. You should first contact your state radon office about obtaining a list of qualified testers. You can also contact a private radon proficiency program for lists of privately certified radon professionals serving your area. For links and more information, visit www.epa.gov/radon/radontest.html.

There are Two General Ways to Test for Radon:

SHORT-TERM TESTING:

The quickest way to test is with short-term tests. Short-term tests remain in your home for two days to 90 days, depending on the device. "Charcoal canisters," "alpha track," "electret ion chamber," "continuous monitors," and "charcoal liquid scintillation" detectors are most commonly used for short-term testing. Because radon levels tend to vary from day to day and season to season, a short-term test is less likely than a long-term test to tell you your year-round average radon level. If you need results quickly, however, a short-term test followed by a second short-term test may be used to decide whether to fix your home (see also page 7 under Home Sales).

LONG-TERM TESTING:

Long-term tests remain in your home for more than 90 days. "Alpha track" and "electret" detectors are commonly used for this type of testing. A long-term test will give you a reading that is more likely to tell you your home's year-round average radon level than a short-term test.

How To Use a Test Kit:

Follow the instructions that come with your test kit. If you are doing a short-term test, close your windows and outside doors and keep them closed as much as possible during the test. Heating and air conditioning system fans that re-circulate air may be operated. Do not operate fans or other machines which bring in air from outside. Fans that are part of a radon-reduction system or small exhaust fans operating only for short periods of time may run during the test. If you are doing a short-term test lasting just 2 or 3 days, be sure to close your windows and outside doors at least 12 hours **before** beginning the test, too. You should not conduct

**Testing is easy
and should only
take a few
minutes of
your time.**

short-term tests lasting just 2 or 3 days during unusually severe storms or periods of unusually high winds. The test kit should be placed in the lowest lived-in level of the home (for example, the basement if it is frequently used, otherwise the first floor). It should be put in a room that is used regularly (like a living room, playroom, den, or bedroom) but **not** your kitchen or bathroom. Place the kit at least 20 inches above the floor in a location where it won't be disturbed—away from drafts, high heat, high humidity, and exterior walls. Leave the kit in place for as long as the package says. Once you've finished the test, reseal the package and send it to the lab specified on the package right away for analysis. You should receive your test results within a few weeks.

EPA Recommends the Following Testing Steps:

Step 1. *Take a short-term test. If your result is 4 pCi/L or higher, take a follow-up test (Step 2) to be sure.*

Step 2. *Follow up with either a long-term test or a second short-term test:*

- *For a better understanding of your year-round average radon level, take a long-term test.*
- *If you need results quickly, take a second short-term test.*

The higher your initial short-term test result, the more certain you can be that you should take a short-term rather than a long-term follow up test. If your first short-term test result is more than twice EPA's 4 pCi/L action level, you should take a second short-term test immediately.

Step 3. • *If you followed up with a long-term test: Fix your home if your long-term test result is 4 pCi/L or more.*

- *If you followed up with a second short-term test: The higher your short-term results, the more certain you can be that you should fix your home. Consider fixing your home if the average of your first and second test is 4 pCi/L or higher (see also page 7 under Home Sales).*



WHAT YOUR TEST RESULTS MEAN

The average indoor radon level is estimated to be about 1.3 pCi/L, and about 0.4 pCi/L of radon is normally found in the outside air. The U.S. Congress has set a long-term goal that indoor radon levels be no more than outdoor levels. While this goal is not yet technologically achievable in all cases, most homes today *can* be reduced to 2 pCi/L or below.

Sometimes short-term tests are less definitive about whether or not your home is above 4 pCi/L. This can happen when your results are close to 4 pCi/L. For example, if the average of your two short-term test results is 4.1 pCi/L, there is about a 50% chance that your year-round average is somewhat below 4 pCi/L. However, EPA believes that any radon exposure carries some risk—no level of radon is safe. Even radon levels below 4 pCi/L pose some risk, and you can reduce your risk of lung cancer by lowering your radon level.

If your living patterns change and you begin occupying a lower level of your home (such as a basement) you should retest your home on that level.

Even if your test result is below 4 pCi/L, you may want to test again sometime in the future.

Test your home now and save your results. If you find high radon levels, fix your home before you decide to sell it.

RADON AND HOME SALES

More and more, home buyers and renters are asking about radon levels before they buy or rent a home. Because real estate sales happen quickly, there is often little time to deal with radon and other issues. The best thing to do is to test for radon NOW and save the results in case the buyer is interested in them. Fix a problem if it exists so it won't complicate your home sale. If you are planning to move, review EPA's pamphlet "Home Buyer's and Seller's Guide to Radon," which addresses some common questions (www.epa.gov/radon/pubs/realstate.html). You can also use the results of two short-term tests done side-by-side (four inches apart) to decide whether to fix your home.

During home sales:

- *Buyers often ask if a home has been tested, and if elevated levels were reduced.*
- *Buyers frequently want tests made by someone who is not involved in the home sale. Your state radon office (www.epa.gov/radon/wherelive.html) can assist you in identifying a qualified tester.*
- *Buyers might want to know the radon levels in areas of the home (like a basement they plan to finish) that the seller might not otherwise test.*

Today many homes are built to help prevent radon from coming in. Building codes in your state or local area may require these radon-resistant construction features. If you are buying or renting a new home, ask the owner or builder if it has radon-resistant features. The EPA recommends building new homes with radon-resistant features in high radon potential (Zone 1) areas. Even if built radon-resistant, every new home should be tested for radon after occupancy. If you have a test result of 4 pCi/L or more, consult a qualified mitigator (<http://www.epa.gov/radon/fixyourhome.html>) to estimate the cost of upgrading to an active system by adding a vent fan to reduce the radon level. In an existing home, the cost to install a radon mitigation system is about the same as for other common home repairs.

RADON IN WATER

There are two main sources for the radon in your home's indoor air, the soil and the water supply. Compared to radon entering the home through water, radon entering your home through the soil is usually a much larger risk.

The radon in your water supply poses an inhalation risk and an ingestion risk. Research has shown that your risk of lung cancer from breathing radon in air is much larger than your risk of stomach cancer from swallowing water with radon in it. Most of your risk from radon in water comes from radon released into the air when water is used for showering and other household purposes.

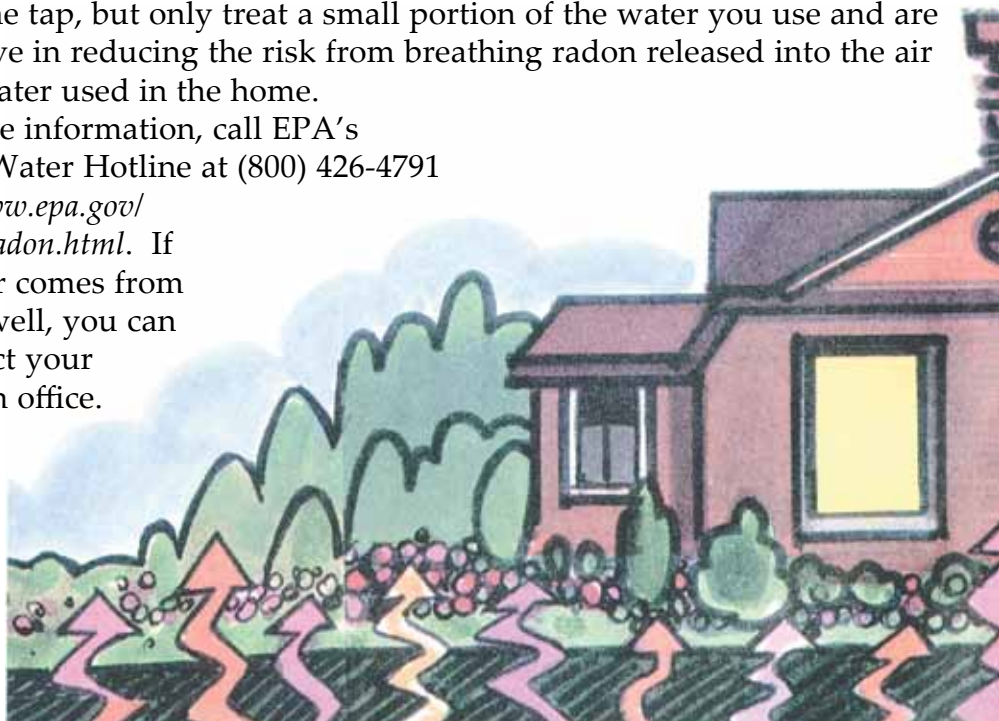
Radon in your home's water is not usually a problem when its source is surface water. A radon in water problem is more likely when its source is ground water, e.g., a private well or a public water supply system that uses ground water. If you are concerned that radon may be entering your home through the water and your water comes from a public water supply, contact your water supplier.

If you've tested your private well and have a radon in water problem, it can be fixed. Your home's water supply can be treated in two ways. Point-of-entry treatment can effectively remove radon from the water before it enters your home. Point-of-use treatment devices remove radon from your water at the tap, but only treat a small portion of the water you use and are not effective in reducing the risk from breathing radon released into the air from all water used in the home.

For more information, call EPA's Drinking Water Hotline at (800) 426-4791 or visit www.epa.gov/safewater/radon.html. If your water comes from a private well, you can also contact your state radon office.



If you've tested the air in your home and found a radon problem, and your water comes from a well, have your water tested.



HOW TO LOWER THE RADON LEVEL IN YOUR HOME

Since there is no known safe level of radon, there can always be some risk. But the risk can be reduced by lowering the radon level in your home.

There are several proven methods to reduce radon in your home, but the one primarily used is a vent pipe system and fan, which pulls radon from beneath the house and vents it to the outside. This system, known as a soil suction radon reduction system, does not require major changes to your home. Sealing foundation cracks and other openings makes this kind of system more effective and cost-efficient. Similar systems can also be installed in houses with crawl spaces. Radon contractors can use other methods that may also work in your home. The right system depends on the design of your home and other factors.

Ways to reduce radon in your home are discussed in EPA's *Consumer's Guide to Radon Reduction*. You can get a copy at www.epa.gov/radon/pubs.

The cost of reducing radon in your home depends on how your home was built and the extent of the radon problem. Most homes can be fixed for about the same cost as other common home repairs. The cost to fix can vary widely; consult with your state radon office or get one or more estimates from qualified mitigators. The cost is much less if a passive system was installed during construction.

RADON AND HOME RENOVATIONS

If you are planning any major structural renovation, such as converting an unfinished basement area into living space, it is especially important to test the area for radon before you begin the renovation. If your test results indicate a radon problem, radon-resistant techniques can be inexpensively included as part of the renovation. Because major renovations can change the level of radon in any home, always test again after work is completed.



HOW TO LOWER THE RADON LEVEL IN YOUR HOME *continued*

Most homes can be fixed for about the same cost as other common home repairs.

Lowering high radon levels requires technical knowledge and special skills. You should use a contractor who is trained to fix radon problems. A qualified contractor can study the radon problem in your home and help you pick the right treatment method.

Check with your state radon office for names of qualified or state certified radon contractors in your area. You can also contact private radon proficiency programs for lists of privately certified radon professionals in your area. For more information on private radon proficiency programs, visit www.epa.gov/radon/radontest.html. Picking someone to fix your radon problem is much like choosing a contractor for other home repairs—you may want to get references and more than one estimate.

If you are considering fixing your home's radon problem yourself, you should first contact your state radon office for guidance and assistance (www.epa.gov/radon/wherelive.html).

You should also test your home again after it is fixed to be sure that radon levels have been reduced. Most soil suction radon reduction systems include a monitor that will indicate whether the system is operating properly. In addition, it's a good idea to retest your home every two years to be sure radon levels remain low.



Note: This diagram is a composite view of several mitigation options. The typical mitigation system usually has only one pipe penetration through the basement floor; the pipe may also be installed on the outside of the house.

THE RISK OF LIVING WITH RADON

Radon gas decays into radioactive particles that can get trapped in your lungs when you breathe. As they break down further, these particles release small bursts of energy. This can damage lung tissue and lead to lung cancer over the course of your lifetime. Not everyone exposed to elevated levels of radon will develop lung cancer. And the amount of time between exposure and the onset of the disease may be many years.

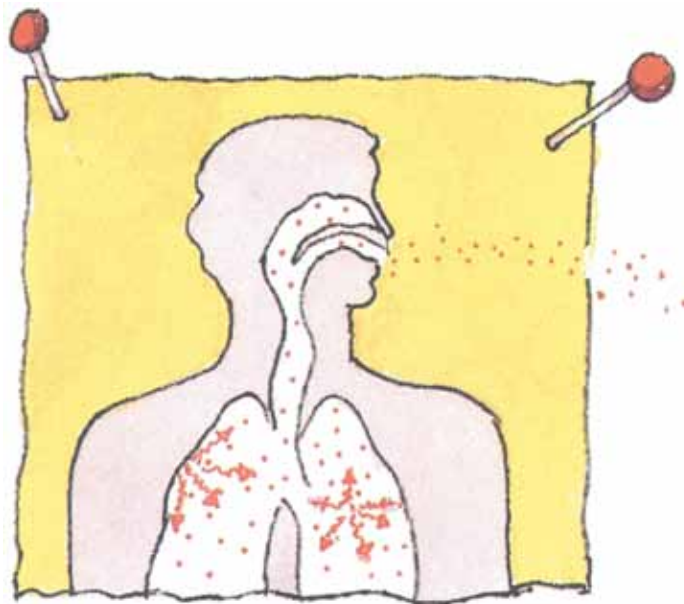
Like other environmental pollutants, there is some uncertainty about the magnitude of radon health risks. However, we know more about radon risks than risks from most other cancer-causing substances. This is because estimates of radon risks are based on studies of cancer in humans (underground miners).

Smoking combined with radon is an especially serious health risk. Stop smoking and lower your radon level to reduce your lung cancer risk.

Children have been reported to have greater risk than adults of certain types of cancer from radiation, but there are currently no conclusive data on whether children are at greater risk than adults from radon.

Your chances of getting lung cancer from radon depend mostly on:

- **How much radon is in your home**
- **The amount of time you spend in your home**
- **Whether you are a smoker or have ever smoked**



Scientists are more certain about radon risks than risks from most other cancer-causing substances.

RADON RISK IF YOU SMOKE

Radon Level	If 1,000 people who smoked were exposed to this level over a lifetime* . . .	The risk of cancer from radon exposure compares to** . . .	WHAT TO DO: Stop Smoking and . . .
20 pCi/L	About 260 people could get lung cancer	↳ 250 times the risk of drowning	Fix your home
10 pCi/L	About 150 people could get lung cancer	↳ 200 times the risk of dying in a home fire	Fix your home
8 pCi/L	About 120 people could get lung cancer	↳ 30 times the risk of dying in a fall	Fix your home
4 pCi/L	About 62 people could get lung cancer	↳ 5 times the risk of dying in a car crash	Fix your home
2 pCi/L	About 32 people could get lung cancer	↳ 6 times the risk of dying from poison	Consider fixing between 2 and 4 pCi/L
1.3 pCi/L	About 20 people could get lung cancer	(Average indoor radon level)	(Reducing radon levels below 2 pCi/L is difficult)
0.4 pCi/L		(Average outdoor radon level)	

Note: If you are a former smoker, your risk may be lower.

It's never too late to reduce your risk of lung cancer. Don't wait to test and fix a radon problem. If you are a smoker, stop smoking.

RADON RISK IF YOU'VE NEVER SMOKED

Radon Level	If 1,000 people who never smoked were exposed to this level over a lifetime* . . .	The risk of cancer from radon exposure compares to** . . .	WHAT TO DO:
20 pCi/L	About 36 people could get lung cancer	↳ 35 times the risk of drowning	Fix your home
10 pCi/L	About 18 people could get lung cancer	↳ 20 times the risk of dying in a home fire	Fix your home
8 pCi/L	About 15 people could get lung cancer	↳ 4 times the risk of dying in a fall	Fix your home
4 pCi/L	About 7 people could get lung cancer	↳ The risk of dying in a car crash	Fix your home
2 pCi/L	About 4 people could get lung cancer	↳ The risk of dying from poison	Consider fixing between 2 and 4 pCi/L
1.3 pCi/L	About 2 people could get lung cancer	(Average indoor radon level)	(Reducing radon levels below 2 pCi/L is difficult)
0.4 pCi/L		(Average outdoor radon level)	

Note: If you are a former smoker, your risk may be higher.

*Lifetime risk of lung cancer deaths from EPA Assessment of Risks from Radon in Homes (EPA 402-R-03-003).

**Comparison data calculated using the Centers for Disease Control and Prevention's 1999-2001 National Center for Injury Prevention and Control Reports.

RADON MYTHS AND FACTS

MYTH: Scientists aren't sure radon really is a problem.

FACT: Although some scientists dispute the precise number of deaths due to radon, all major health organizations (like the Centers for Disease Control, the American Lung Association and the American Medical Association) agree with estimates that radon causes thousands of preventable lung cancer deaths every year. This is especially true among smokers, since the risk to smokers is much greater than to non-smokers.

MYTH: Radon testing is difficult, time consuming and expensive.

FACT: Radon testing is easy. You can test your home yourself or hire a qualified radon test company. Either approach takes only a small amount of time and effort.

MYTH: Homes with radon problems can't be fixed.

FACT: There are simple solutions to radon problems in homes. Hundreds of thousands of homeowners have already fixed radon problems in their homes. Most homes can be fixed for about the same cost as other common home repairs; check with one or more qualified mitigators. Call your state radon office (www.epa.gov/radon/whereyoulive.html) for help in identifying qualified mitigation contractors.

MYTH: Radon only affects certain kinds of homes.

FACT: House construction can affect radon levels. However, radon can be a problem in homes of all types: old homes, new homes, drafty homes, insulated homes, homes with basements, homes without basements. Local geology, construction materials, and how the home was built are among the factors that can affect radon levels in homes.

MYTH: Radon is only a problem in certain parts of the country.

FACT: High radon levels have been found in every state. Radon problems do vary from area to area, but the only way to know your radon level is to test.

MYTH: A neighbor's test result is a good indication of whether your home has a problem.

FACT: It's not. Radon levels can vary greatly from home to home. The only way to know if your home has a radon problem is to test it.

RADON MYTHS AND FACTS *continued*

MYTH: *Everyone should test their water for radon.*

FACT: *Although radon gets into some homes through water, it is important to first test the air in the home for radon. If your water comes from a public water system that uses ground water, call your water supplier. If high radon levels are found and the home has a private well, call the Safe Drinking Water Hotline at (800) 426-4791 for information on testing your water.*

MYTH: *It's difficult to sell homes where radon problems have been discovered.*

FACT: *Where radon problems have been fixed, home sales have not been blocked or frustrated. The added protection is sometimes a good selling point.*

MYTH: *I've lived in my home for so long, it doesn't make sense to take action now.*

FACT: *You will reduce your risk of lung cancer when you reduce radon levels, even if you've lived with a radon problem for a long time.*

MYTH: *Short-term tests can't be used for making a decision about whether to fix your home.*

FACT: *A short-term test followed by a second short-term test* can be used to decide whether to fix your home. However, the closer the average of your two short-term tests is to 4 pCi/L, the less certain you can be about whether your year-round average is above or below that level. Keep in mind that radon levels below 4 pCi/L still pose some risk. Radon levels can be reduced in most homes to 2 pCi/L or below.*

**If the radon test is part of a real estate transaction, the result of two short-term tests can be used in deciding whether to mitigate. For more information, see EPA's "Home Buyer's and Seller's Guide to Radon."*

FOR FURTHER INFORMATION

EPA Radon Website

www.epa.gov/radon

EPA's radon page includes links to publications, hotlines, private proficiency programs and more.

Frequent Questions:

<http://iaq.supportportal.com>

Radon Hotlines

1-800-SOS-RADON (767-7236)*

Purchase radon test kits by phone.

1-800-55RADON (557-2366)*

Get live help for your radon questions.

1-800-644-6999*

Radon Fix-It Hotline. For general information on fixing or reducing the radon level in your home.

1-866-528-3187*

Línea Directa de Información sobre Radón en Español. Hay operadores disponibles desde las 9:00 AM hasta las 5:00 PM para darle información sobre radón y como ordenar un kit para hacer la prueba de radón en su hogar.

1-800-426-4791

Safe Drinking Water Hotline. For general information on drinking water, radon in water, testing and treatment, and standards for radon in drinking water. Operated under a contract with EPA.

*Operated by Kansas State University in partnership with EPA.

EPA Regional Offices

www.epa.gov/radon/whereyoulive.html

Check the above website for a listing of your EPA regional office.

Ordering Radon Publications

Many EPA radon publications are available from www.epa.gov/radon/pubs

Radon publications may be ordered through the National Service Center for Environmental Publications (NSCEP) by calling 1-800-490-9198, by visiting the NSCEP website at www.epa.gov/ncepihom, or by email at nscep@bps-lmit.com



Surgeon General Health Advisory

“Indoor radon is the second-leading cause of lung cancer in the United States and breathing it over prolonged periods can present a significant health risk to families all over the country. It’s important to know that this threat is completely preventable. Radon can be detected with a simple test and fixed through well-established venting techniques.”

January 2005

U.S. EPA Assessment of Risks from Radon in Homes

In June 2003, the EPA revised its risk estimates for radon exposure in homes. EPA estimates that about 21,000 annual lung cancer deaths are radon related. EPA also concluded that the effects of radon and cigarette smoking are synergistic, so that smokers are at higher risk from radon. EPA’s revised estimates are based on the National Academy of Sciences 1998 BEIR VI (Biological Effects of Ionizing Radiation) Report which concluded that radon is the second leading cause of lung cancer after smoking.



Indoor Environments Division (6609J)
EP 402/K-12/002 | May 2012 | www.epa.gov/radon

Exhibit "A"
DISCLOSURE AFFIDAVIT

STATE OF ILLINOIS)
)
COUNTY OF KANE) ss.

I, Carol S. Hamman reside at 13351 B Faxon Road, in the City, Village, Town of Plano, County of Kendall, State of Illinois, being first duly sworn and having personal knowledge of the Property in question, swear to the following:

1 That, I am over the age of eighteen and a (check as applicable): member, owner, authorized trustee, corporate official, general partner, managing agent or his/her authorized attorney, having an interest, real or personal, in the real property commonly known as 101 North River Street, Aurora, Illinois (the "Property"), and I (and/or the limited liability company, corporation, limited or general partnership having such interest) am/are interested in selling the Property to the CITY OF AURORA (the Buyer) pursuant to the terms and conditions of that certain Property Purchase and Sales Contract between the Seller and Buyer (the "Contract")

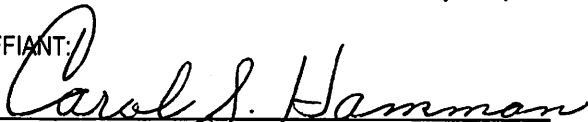
2 That, the Property is located in the County of DuPage and has Permanent Index Numbers of 07-20-102-015 and 07-20-102-016.

3 That, I understand that, pursuant to 50 ILCS 105/3.1, prior to the execution of the Contract between the Buyer and Seller, state law requires the owner, authorized trustee, corporate official, general partner or managing agent, or his/her authorized attorney, to submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every member, shareholder, limited partner or general partner entitled to receive more than 7½% of the total distributable income of any limited liability company, corporation or limited partnership, having any interest, real or personal, in the Property.

4 As a member, owner, authorized trustee, corporate official, general partner or managing agent, or his/her authorized attorney, I declare under oath that (choose one): (Attach additional pages if necessary.)

- a The owners and/or beneficiaries are: Carol S. Hamman as Trustee of the Carol S. Hamman Trust dated October 30, 2008, or
- b The members, shareholders, limited partners and/or general partners with more than 7½% interest are: _____
_____; or
- c The interest, stock, or shares in a limited liability company corporation or general partnership are publicly traded and there is no readily known individual having greater than 7½% interest in the corporation.

This Affidavit is made to induce the Buyer to purchase the Property from Seller, in accordance with 50 ILCS 105/3.1.

AFFIANT: 
Carol S. Hamman

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 2023.

Notary Public

ATTACHMENT TO CAROL HAMMAN DISCLOSURE AFFIDAVIT TO THE CITY OF AURORA

The Carol S. Hamman Trust is a revocable trust, for which Carol Hamman is the sole income beneficiary and the sole trustee. She has 100% beneficial ownership of the Trust