

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2010-031

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A BARGAIN SALE AND REDEVELOPMENT AGREEMENT FOR THE SALE OF CERTAIN SURPLUS REAL ESTATE OWNED BY THE VILLAGE OF VERNON HILLS AND GENERALLY DESCRIBED AS APPROXIMATELY 3.4 VACANT ACRES OF REAL ESTATE COMMONLY KNOWN AS LOT 4 OF THE DEERPATH ATRIUM SUBDIVISION IN THE VILLAGE OF VERNON HILLS, LAKE COUNTY

THE 20TH DAY OF APRIL 2010

Published in pamphlet form by the
Authority of the President and Board
Of Trustees of the Village of Vernon
Hills, Lake County, Illinois, this 21st
Day of April 2010

ORDINANCE NO. 2010-031

**AN ORDINANCE APPROVING AND
AUTHORIZING THE EXECUTION OF A
BARGAIN SALE AND REDEVELOPMENT
AGREEMENT FOR THE SALE OF CERTAIN
SURPLUS REAL ESTATE OWNED BY THE
VILLAGE OF VERNON HILLS AND
GENERALLY DESCRIBED AS
APPROXIMATELY 3.4 VACANT ACRES OF
REAL ESTATE COMMONLY KNOWN AS
LOT 4 OF THE DEERPATH ATRIUM
SUBDIVISION IN THE VILLAGE OF
VERNON HILLS, LAKE COUNTY**

WHEREAS, the Village of Vernon Hills (the "Village") does own certain real estate generally described as approximately 3.4 acres of vacant real estate commonly known as Lot 4 of the Deerpath Atrium Subdivision and situated on the southwest corner of Philip Road and Atrium Drive, in the Village of Vernon Hills, and legally described in Exhibit A, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Village on January 19, 2010, approved Ordinance 2010-011, directing Village staff to publish and solicit bids for the sale of the Village-owned surplus Property ("RFB"), seeking bid proposals for the sale of the Village-owned surplus Property to accommodate the development of the Property for an affordable senior housing campus (the "Project"); and

WHEREAS, the Village, pursuant to Ordinance 2010-011, published its notice for sale of surplus real estate for the Property, commencing on February 1, 2010, February 8, 2010 and February 15, 2010, requiring all real estate bid proposals to be due by February 22, 2010, with such sealed bids having been opened at the Village's regularly scheduled March 2, 2010 board meeting; and

WHEREAS, Pathway Senior Living, LLC, an Illinois limited liability company ("Pathway") and Lake County Residential Development Corporation, an Illinois not-for-profit corporation ("LCRDC"), on the other hand (collectively, Pathway and LCRDC are referred to herein as "Developer") responded to the RFB with its proposal for the Project which proposed that the Village convey the Property to LCRDC in the form of a "bargain sale," as such term is defined in Section 1011(b) of the Internal Revenue Code of 1986 ("Code") and Section 1.170A-4(c)(2)(ii) of the Treasury Regulations, by selling the Property to LCRDC for a purchase price below its fair market value to further the public purpose of the LCRDC and to facilitate development of the Project; and

WHEREAS, in accordance with the requirements of Division 76 of Article 11 of the Illinois Municipal Code, as amended [65 ILCS 5/11-76-1 *et seq.* (2006 Ill. State Bar Ed.)] (the "Act"), the Village authorized the sale of the Property; and

WHEREAS, the corporate authorities of the Village find that the Village-owned surplus Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

WHEREAS, the corporate authorities of the Village find that it is in the best interest of the Village to approve and authorize the execution of a Bargain Sale and Redevelopment Agreement for the sale of the Property, submitted pursuant to the RFB and in furtherance of development of the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION I. That the corporate authorities of the Village hereby find that the recitals set forth in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference.

SECTION II. That the corporate authorities of the Village find that the Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village and that the Village has complied with all relevant provisions of Division 76 of Article 11 of the Act.

SECTION III. That the terms of the sale of the property to the Developer, as set forth in the Bargain Sale and Redevelopment Agreement, attached hereto and made a part hereof as Exhibit B, are approved.

SECTION IV. That the Village President is authorized to execute and the Village Clerk is hereby authorized to attest the Bargain Sale and Redevelopment Agreement in substantially the form attached hereto as Exhibit B, with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute approval of all such changes therein.

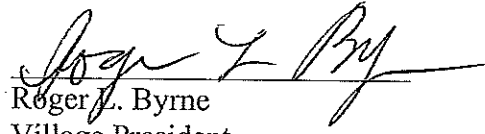
SECTION V. That the officials, officers, employees and agents of the Village are hereby authorized to take such further actions and execute such documents as are necessary to carry out the purpose and intent of this Ordinance and the executory rights, duties, and obligations of the attached Bargain Sale and Redevelopment Agreement.

SECTION VI. EFFECTIVE DATE. That this Ordinance shall be in full force and effect upon its passage and approval of the corporate authorities of the Village.

SECTION VII. ORDINANCE NUMBER. This Ordinance shall be known as Ordinance 2010-031.

Adopted by roll call vote as follows:

AYES: 6-Williams, Hebda, Koch, Marquardt, Schwartz, Byrne
NAYS: 0-None
ABSENT AND NOT VOTING: 0-None
PRESENT: 1-Schultz


Roger L. Byrne
Village President

PASSED: 4/20/2010
APPROVED: 4/20/2010
PUBLISHED IN PAMPHLET FORM: 4/21/2010

ATTEST:

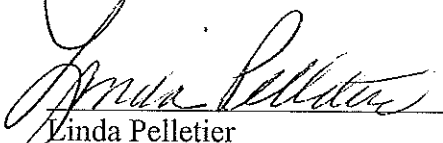

Linda Pelletier
Village Clerk



EXHIBIT A

LEGAL DESCRIPTION

LOT 4 IN DEERPATH ATRIUM SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 5 AND THE SOUTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 21, 2000, AS DOCUMENT NO. 4584694 BY THE RECORDER OF DEEDS OF LAKE COUNTY, ILLINOIS.

EXHIBIT B
BARGAIN SALE AND REDEVELOPMENT AGREEMENT

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

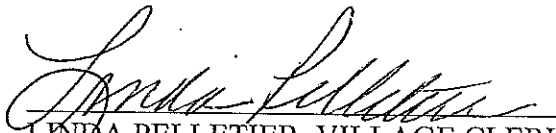
I, LINDA PELLETIER, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON APRIL 20, 2010, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE 2010-031, AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A BARGAIN SALE AND REDEVELOPMENT AGREEMENT FOR THE SALE OF CERTAIN SURPLUS REAL ESTATE OWNED BY THE VILLAGE OF VERNON HILLS AND GENERALLY DESCRIBED AS APPROXIMATELY 3.4 VACANT ACRES OF REAL ESTATE COMMONLY KNOWN AS LOT 4 OF THE DEERPATH ATRIUM SUBDIVISION IN THE VILLAGE OF VERNON HILLS, LAKE COUNTY

THE PAMPHLET FOR ORDINANCE NO. 2010-031, INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF WAS PREPARED, AND A COPY OF SUCH ORDINANCE WAS POSTED IN THE VILLAGE HALL, COMMENCING APRIL 21, 2010 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 21ST DAY OF APRIL 2010.



SEAL

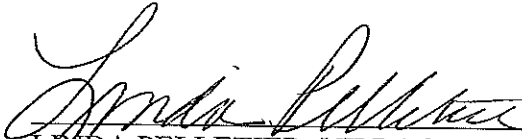

LINDA PELLETIER, VILLAGE CLERK

AFFIDAVIT OF SERVICE

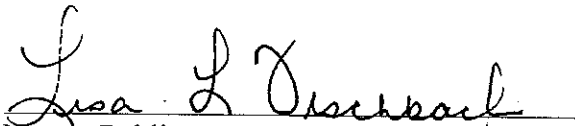
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, LINDA PELLETIER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, SHE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE 2010-031, AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A BARGAIN SALE AND REDEVELOPMENT AGREEMENT FOR THE SALE OF CERTAIN SURPLUS REAL ESTATE OWNED BY THE VILLAGE OF VERNON HILLS AND GENERALLY DESCRIBED AS APPROXIMATELY 3.4 VACANT ACRES OF REAL ESTATE COMMONLY KNOWN AS LOT 4 OF THE DEERPATH ATRIUM SUBDIVISION IN THE VILLAGE OF VERNON HILLS, LAKE COUNTY




LINDA PELLETIER, VILLAGE CLERK

SUBSCRIBED AND SWORN to Before
Me this 5th day of May, 2010


Notary Public

BARGAIN SALE AND REDEVELOPMENT

THIS BARGAIN SALE AND REDEVELOPMENT AGREEMENT is made as of April 20, 2010 (the "Effective Date"), by and between the Village of Lake Forest, Illinois, an Illinois municipal corporation (the "Village") and Senior Living, LLC, an Illinois limited liability company ("Senior Living"). The Village and Senior Living, on the one hand, and Residential Development Corporation, an Illinois not-for-profit corporation, on the other hand (collectively, Pathway and LCRDC are referred to as the "Other Parties")

WITNESSETH:

WHEREAS, the Village owns fee simple title to certain real estate located in the Village of Lake Forest, Illinois, legally described on Exhibit A attached hereto, consisting of approximately 6.1 gross acres more or less (said real estate, including any and all easements, rights of ingress and egress and appurtenances thereto and benefiting said real estate, but excluding that portion thereof reserved by the Village pursuant to a plat of dedication for existing Atrium at Lake Forest, Illinois, the Village prior to closing herein and shall reduce the gross acreage to 3.1 acres, resulting in a net acreage of 3.1 acres, all as shall be contained in the "Property");

WHEREAS, the Village on January 19, 2010, approved the sale of the Property by Village staff to publish and solicit bids for the sale of the Property ("RFB"), seeking bid proposals for the sale of the Property to accommodate the development of the Property for an affordable housing project ("Project");

WHEREAS, the Village, pursuant to Ordinance 2010-01, approved the sale of surplus real estate for the Property, commencing on February 15, 2010, requiring all real estate bid proposals to be sealed and such sealed bids to be opened at the Village's regularly scheduled public meeting;

WHEREAS, Pathway and LCRDC responded to the Village's Request for Proposal which proposed that the Village convey the Property to Pathway and LCRDC for a "sale", as such term is defined in section 1011(b) of the Internal Revenue Code and section 1.170A-4(c)(2)(ii) of the Treasury Regulations, for a purchase price below its fair market value to further the Village's goal of providing affordable housing for the residents of the Village of Lake Forest, Illinois;

with the site plan, building elevations, building materials, floor engineering plans, all as shall be required and shall be constructed in the zoning submittal for the Project, prepared by HKM Architect on the date of March 24, 2010 on the cover page thereof, which has been attached hereto and made a part hereof as Exhibit B, as they may be in the process (the "**Project Development Documents**");

WHEREAS, Pathway, or its affiliate, and LCRDC intend to form partnerships to construct, operate and develop each of the Apartments in different phases. The limited partnership that will develop the Hillside Hills SA Associates, L.P., an Illinois limited partnership (the "**Hillside**") and the limited partnership that will develop the SLF Parcel is Vernon Hills SA Associates, L.P., an Illinois limited partnership (the "**SLF Owner**");

WHEREAS, the Village President and Board of Trustees (the "**Village Authorities**") of the Village voted on April 20, 2010, to sell and convey the Property and to select the Developer to develop the Project, pursuant to the Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, the parties agree to the Agreement which reads in its entirety as follows:

ARTICLE 1 - AGREEMENT TO PURCHASE

1.1 The Village agrees to sell and convey or cause to be conveyed by Quit Claim Deed (the "**Deed**"), good and merchantable title to the Property, subject to the terms, conditions and provisions hereinafter set forth, which is attached as Exhibit C hereto and made a part hereof shall include: (i) an easement (as hereinafter defined), (ii) an easement to be reserved or granted in the Property to provide appurtenant ingress and egress access to and from the Property to the west ("**Cook Memorial Subdivision Parcels**") and the Property, as shown on the Project Development Documents, (iii) a stormwater drainage easement on the Property and benefiting the Cook Memorial Subdivision Parcels to provide transmission and storage for stormwater on the Property, as shown on the approved and located on the Project Development Documents, (iv) a stormwater maintenance as prescribed by the Illinois Development Housing Authority Maintenance Covenant, as defined in Article 10.3 below.

States Department of Housing and Urban Development (each a "Use Restriction Agreement" for the Apartment Parcel will be filed of record at the closing of the financing and the Use Restriction Agreement for the SLF Parcel will be filed of record at the closing of the financing for the SLF Parcel. Each such Use Restriction Agreement will be filed of record at the closing of the financing of such portion of the Project. It shall be a condition of the Use Restriction Agreements shall be filed of record at the closing of the financing and use restriction documents for that portion of the Project Closing (the "**Financed Portion**"). In the event the second Use Restriction Agreement is not filed of record at Closing, Developer covenants that it will cause the second Use Restriction Agreement to be filed of record at the closing of the financing for the SLF Parcel. The covenants and agreements of this Section 1.2 shall survive the closing of the Project.

1.3 LCRDC agrees to subsequently convey (and cause to be conveyed) the Apartment Parcel to the Apartment Owner and the SLF Owner. Each of the Apartment Owner and the SLF Owner will agree to be bound by the Use Restriction Agreement and all references to Developer in this Agreement with respect to obligations after Closing and shall be deemed to mean and refer to the portion of the Property owned by such entity.

ARTICLE 2 - PURCHASE PRICE

2.1 Within five (5) business days of the Effective Date, the Village shall deposit with the Title Company (as hereinafter defined), into a trust account for the benefit of and direction by the Village and Developer, the sum of \$10,000.00, to be paid toward and as a credit to the Purchase Price of the Property, by wire, certified or cashier's check (the "**Earnest Money**"). Except as otherwise provided, the Earnest Money shall be refundable to the Developer if this Agreement fails to close to the conditions precedent in this Agreement. The Earnest Money shall be non-refundable (except in the event of the Village's breach under this Agreement as provided herein) and shall be retained by the Village as liquidated damages if the Village fails to close as a result of the Developer's breach of this Agreement. The Earnest Money and interest thereon shall be the sole remedy of the Village against the Developer hereunder, except for a default or breach of the Village's Obligations. The cost of the Earnest Money Escrow, if any, shall be borne by the Village and the Developer, and the investment fees, if any, shall be borne by the Village and the Developer, and the investment fees, if any, shall be borne by the Village and the Developer. The Earnest Money shall be invested as follows:

2.2 LCRDC agrees to pay and the Village agrees to

allocated \$500,000 to the Apartment Parcel and \$500,000 to the SLF Parcel with the market value of each of the Apartment Parcel and the SLF Parcel with the final appraisal.

ARTICLE 3 - SURVEY

3.1 Within forty (40) days of the Effective Date, at its own cost, a survey of the Property, prepared by a licensed Illinois land surveyor satisfactory to the Developer and the Village, and certified by the Developer's lender, the Village and the Title Company (as hereinafter defined), made in compliance with Illinois Land Survey Standards and ALTA Minimum Standard Detail Requirements, including items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, of the Optional Survey Responsibilities and Specifications therefore, shall establish and depict the exact perimeter legal description of the Property and the exact acreage of the Property.

ARTICLE 4 - TITLE POLICY

4.1 The Village shall, at the Village's expense, cause the Developer to obtain a title insurance policy by Chicago Title Insurance Company, a company acceptable to Developer ("Title Company"), dated as of the Effective Date, for an amount of the Purchase Price with extended coverage over the general warranty of all liens and encumbrances whatsoever, except (i) the matters referred to in the "Unpermitted Exceptions" and (ii) those additional matters as to title and survey approved by the Village ("Exceptions").

4.2 The Village shall furnish Developer, at the Village's expense, within (30) days after the Effective Date of this Agreement, a title commitment in the form described in 4.1 above (the "Title Commitment").

4.3 Within thirty (30) days of receipt of the Title Commitment, the Village shall deliver to the Developer the documents referred to in Schedule B thereof and the Survey, the Village as to (i) any exceptions to title shown on the Title Commitment, the Developer, and (ii) any objections the Developer may have to the Title Commitment ("Unpermitted Exceptions"). If the Developer shall have delivered to the Village the Unpermitted Exceptions, the Village shall have thirty (30) days from the date of delivery to cure or remove the Unpermitted Exceptions. If such Unpermitted Exceptions are not otherwise provided for as aforesaid within such thirty (30) day period, the Village, by written notice to the Village, to (a) terminate this Agreement

the Closing. Unpermitted Exceptions which are accepted as part of Permitted Exceptions.

4.4 The Title Commitment shall be conclusive as to all matters insured by the marketable title as therein shown as to all matters insured by the exceptions as therein stated. The Village shall also furnish Developer a customary form covering the date of Closing and showing title in the Permitted Exceptions.

ARTICLE 5 - RIGHT OF ENTRY

5.1 Subject to the terms and conditions set forth in the Deed, the Developer hereby grants to the Village a right of entry (the "**Right of Entry**") for the purpose of allowing the Developer, its agents, employees and contractors to enter and conduct soil, environmental and other engineering tests and surveys. The Developer shall be responsible for all costs and expenses incurred in inspecting soil and environmental tests thereon. The Developer shall provide the Village with ten (10) business days notice of soil borings and environmental tests, including the location of borings or tests in order that the Village may assess whether there are any with environmental remediation systems that may be in progress of a cleanup. The Developer shall provide, within ten (10) days of receipt, copies to the Village of all reports and tests secured by Developer pursuant to its due diligence. The Developer agrees to indemnify, defend and hold the Village, its officers, employees and agents harmless from and against all claims, damages, losses, liens, costs, penalties, liabilities, causes of action and expense attributable to the reckless or intentional acts of the Developer, or any of them, or any of its employees and/or contractors, arising out of the use of the Property pursuant to the right granted herein, except to the extent caused by the negligent, willful or intentional acts of the Village, which shall not be indemnified hereunder (the "**Developer's Indemnification Obligations**"). The Developer's Indemnification Obligations shall be a continuing obligation of the Developer and shall not be merged into the Deed or Deeds, and shall continue until the limitation has tolled. The Developer agrees to secure, or cause to be secured, at its expense, all necessary permits and authorizations regarding the performance of tests conducted on the Property. The Developer agrees to comply at all times with all municipal, county, state and federal laws, rules and regulations pertaining to its agents' activities on the Property.

Prior to entry onto the Property pursuant to the Right of Entry, the Developer shall provide the Village with written evidence of commercial general liability insurance covering the Village's activities on the Property.

obligation to provide the insurance coverage shall be a continuing obligation which obligation shall not be merged into the Deed or Deeds, and the Developer does any work on the Property (including work done pursuant to the "Developer's Insurance Obligations"). The Developer's Indemnification shall also include its indemnification obligations set forth in Article 6 and the Developer's Insurance Obligations are hereinafter collectively referred to as the "Developer's Indemnification and Insurance Obligations."

ARTICLE 6 - FEASIBILITY TESTS AND INSURANCE OBLIGATIONS

6.1 Pursuant to the Right of Entry set forth in Article 5, after the Effective Date, the Developer and the Developer's agents and contractors shall have the right to enter upon the Property to conduct geotechnical tests, structural strength analyses, soil tests, verification of the availability of appropriate utilities, including water, sanitary sewer and storm sewer, and access adjacent to or otherwise serving the Property are satisfactory, and other tests and investigations as the Developer may deem necessary (collectively, the "Feasibility Studies"). The Feasibility Studies shall be at the Developer's sole expense. The Developer shall exercise reasonable care in conducting the Feasibility Studies and shall repair any damage to the Property caused by the Feasibility Studies. The Developer shall indemnify the Village for any damages of any type or nature, in whole or in part, in connection with the Feasibility Studies. In the event that the results of the Feasibility Studies are not satisfactory to the Developer's sole and exclusive discretion, the Developer shall, at its right, exercised within the Financing Contingency Period as set forth in the Agreement by written notice to the Village, in which event this Agreement shall be void, except for any claims or liability arising hereunder prior to the termination of the Agreement, covered by the Developer's Indemnification and Insurance Obligations.

ARTICLE 7 - ENVIRONMENTAL TESTS AND INVESTIGATIONS

7.1 Pursuant to the Right of Entry set forth in Article 5, after the Effective Date, the Developer and the Developer's agents and contractors shall have the right to enter upon the Property to conduct geotechnical or tests, soil tests and other tests and investigations as the Developer may deem prudent, including, but not limited to, determining the absence of any contamination on or below the ground of the Property, which might, in the Developer's discretion, adversely affect the Developer's intended use of the Property or otherwise (collectively, the "Environmental Studies"). The Environmental Studies shall be conducted at the Developer's sole expense. The Developer shall

for any claims or liability arising hereunder prior to said termination Developer's Indemnification and Insurance Obligations.

ARTICLE 8 - FINANCING CONTINGENCY

8.1 The Developer's obligation to purchase the the Developer's ability to procure on or before July 15, 2010 **Period**"), a firm written commitment (i) from an institutional lender (ii) to secure all required approvals and firm commitments for fees credits, to acquire, develop and construct at least one of the Apartments (collectively, the "**Financing Commitments**"). The Developer shall the Financing Contingency Period by an additional 45 days by written on or before July 1, 2010. In the event that firm written Financing received by the Developer within such Financing Contingency Period Developer shall have the right to terminate this Agreement by written within such period, in which event this Agreement shall be null and terminable by the Village in the event that the Developer has been written Financing Commitments in connection with the Project Contingency Period, as may be extended.

ARTICLE 9 - ZONING STATUS

9.1 As a condition to the Developer's obligation Village shall have passed ordinances (a) rezoning the Property; and permit for the Project on the Property with any and all required approvals developed in accordance with the Project Development Documents the Village pursuant to Ordinance 2009-013 (collectively, the "**Approvals**"). to cooperate fully with the Developer in obtaining the Approvals. The Developer have executed or caused to be executed and deliver such documents Approvals as may be necessary in connection therewith; and prior to obtaining the Approvals shall be paid by the Developer. LDR shall not purchase the Property until the Approvals have been obtained. Prior to exercising due diligence and has acted in good faith in pursuing the Approvals received the Approvals within the Financing Contingency Period Developer may, at its option, terminate this Agreement by written within such period, in which event this Agreement shall be null and no or liability arising hereunder prior to said termination, which are Indemnification and Insurance Obligations.

10.2 The Developer shall design, install and maintain maintenance of all off-site (i) parking, curb gutter, landscaping and (ii) the landscape buffer strip owned by the Village, immediately depicted on the Planned Development Documents ("Off-Site Improvements").

10.3 The Developer, or any subsequent owner, shall be responsible for ongoing maintenance and upkeep of the Off-Site Improvements (the "Maintenance Covenant"). Such obligation shall run with the Real Estate, but may be cancelled or waived at its option. The Maintenance Covenant shall be in a form mutually agreed to by the Developer, executed by the Developer and recorded at Closing as a condition of the Real Estate. The Developer shall be granted an easement/license to construct the Off-Site Improvements, in a form mutually agreed to by the Village and the Developer.

10.4 As a condition precedent to the Village's obligation to purchase the Real Estate, the Developer shall furnish satisfactory evidence of the Financing Commitments to the Village's sole and absolute discretion, of (i) sufficient income to service the debt from a commercial lender(s) and (ii) evidence of all required approvals and commitments of credit to complete the acquisition of the Real Estate and construction of the Real Estate with the Planned Development Documents. The Developer's failure to satisfy the Financing Commitments after consistent with the foregoing terms shall constitute a breach hereunder.

10.5 As required by the approved plans for the Project, as a condition precedent to the Village's obligations to close herein that the portion of the Property currently exists Atrium Drive shall be dedicated as a public right-of-way and reconfiguration of Atrium Drive adjacent to and on the Property shall be completed.

ARTICLE 11 - AS-IS SALE

11.1 Except as may be provided otherwise herein, the Seller represents and agrees that the Property shall be bought and that the Developer shall acquire the Property on the Closing Date "AS IS, WHERE IS, WITH ALL FAULTS," without any warranty or reduction in the Purchase Price and upon Closing shall be without any warranty of habitability, physical and environmental condition and zoning and the Village does hereby disclaim and renounce any such representation or warranty thereto, the Developer specifically acknowledges that the Developer is not making any representations or warranties of any kind whatsoever, express or implied, in any matter concerning the Property, including but without limitation to the suitability of the soil for the Developer's intended use or any other use.

waives any and all claims (at law or in equity, statutory or otherwise), action, costs and damages arising out of or related to the physical condition of the Property.

ARTICLE 12 - CLOSING OF SALE

12.1 The closing ("Closing") shall take place in accordance with a "New York style closing" on or before August 16, 2010 (unless Pursuant to the Contingency Period in accordance with Article 8, in which event the Closing shall take place on the first business day after expiration or waiver of the extended Financing Contingency Period, or satisfaction or waiver of the conditions precedent in this Agreement, whichever is later). The Village shall pay the costs of recording its Deed and the cost of any title endorsement, title insurance charges and the cost of recording any releases of liens or other encumbrances described in Article 4. Each party shall pay its own attorneys' fees and costs (including those imposed by state, county or municipal law on the transfer of the title, including recording stamps), the Village shall pay transfer taxes imposed by the state and the Village shall waive any transfer taxes imposed by the Village. All other costs of the Closing shall be shared equally between the Developer and the Village. Possession of the Property shall be transferred at the Closing.

12.2 The Village's Closing Documents. The Village shall execute the following documents at the Closing:

12.2.1 the Deed;

12.2.2 the Title Company's form of ALTA Loan and Extension of Time to Close, and Gap Undertaking, each executed by the Village;

12.2.3 an affidavit of title;

12.2.4 the Village's counterpart of the closing and proration statement;

12.2.5 counterpart of completed real estate transfer declaration executed on behalf of the Village in the form required by the County of Lake and the Village, if applicable;

12.2.6 any other documents reasonably required by the Title Company for the furtherance of this Agreement.

12.3.3 ALTA Loan and Extended Coverage Statement executed

12.3.4 the balance of the applicable portion Purchase Price, by wire transfer or by certified or cashier's check.

12.3.5 the Maintenance Covenant.

12.3.6 any other documents reasonably required by the Title Company for the furtherance of this Agreement.

12.4 Proration. In the event the Property is subject to property taxation, general real estate taxes, assessments, utilities and other charges shall be adjusted ratably as of the time of the Closing. The Village shall pay for improvements completed prior to the Closing, including installments of taxes and payable after the date of Closing. If the amount of the current taxes is then ascertainable, the adjustment thereof shall be on the basis of 110% (110%) of the amount of the most recent ascertainable taxes, and shall be held in the joint account of the parties pending receipt of the actual second bill for the year of the Closing.

ARTICLE 13 - THE DEVELOPER DONATION CASES

13.1 In addition to the Purchase Price, the Developer shall be obligated to pay certain impact fees, prior to the building permit for any particular building phase, as follows

Park District:	\$323,175
Countryside Fire Protection District:	\$180,180

ARTICLE 14 - THE VILLAGE'S REPRESENTATIONS

14.1 The Village represents, warrants and covenants that the following:

14.1.1 Authority of the Village. The Village has full and complete authority, full power and authority to enter into this Agreement hereunder, and all action and approvals, if any, required for the execution and performance of this Agreement by the Village have been obtained. Notwithstanding the foregoing to the contrary, the Village

the foregoing; this Agreement is valid and enforceable in accordance with its terms and each instrument executed and delivered hereto shall be valid and enforceable in accordance with its terms.

- 15.1.3 Cure. In the event any of the foregoing warranties, covenants or conditions are breached prior to or as of Closing, the Village shall remain obligated to cure such breach herein until such breach is cured, and if such breach is not cured within thirty (30) days after written notice thereof, the Village may terminate this Agreement.

ARTICLE 16 - TRANSFER OF PARCEL

16.1 Except as set forth herein, this Agreement shall not be assignable by the Developer without the prior written consent of the Village, which consent shall not be unreasonably conditioned or delayed in its absolute sole discretion. Notwithstanding the foregoing, the LCRDC may convey the Apartment Parcel to the Apartment Owner or its designee, the Apartment Owner. Prior to issuance of the final Certificate of Occupancy for the Apartment Parcel contemplated herein and except as set forth in the preceding sections, the Village shall not sell, transfer or convey the Apartment Parcel and the SLF Parcel.

ARTICLE 17 - DEFAULTS

17.1 If the Village defaults hereunder and fails to cure such default within thirty (30) days of written notice of such default, the Developer may pursue any remedy at law or in equity, including, without limitation, specific performance. If the Village defaults hereunder and fails to cure such default within thirty (30) days of written notice of such default, this Agreement shall be terminated and the Village shall retain title to the Apartment Parcel and interest thereon, as liquidated damages in full settlement of all claims and damages that may as may specifically survive in this Agreement, as the Village's sole and exclusive remedy. The termination of this Agreement by the Village shall not relieve the Village of its Indemnification and Insurance Obligations and/or any liability arising out of or in connection with this Agreement.

ARTICLE 18 - BROKERAGE

18.1 Developer and the Village each represent and warrant that neither party has had no dealings with any broker or agent in connection with this Agreement or the matter hereof, and each party agrees to pay, and hold harmless and defend the other against, any and all costs, expenses or liabilities for compensation or damages, including amounts claimed by any other broker or agent allegedly retained, employed or used by either party in connection with this Agreement.

delivered, the day after delivery to any courier service guaranteeing (3) days after mailing, if mailed. Notices shall be served at the time otherwise specified in writing:

To the Village:

Village of Vernon Hills
Attn: Village Manager
290 Evergreen Drive
Vernon Hills, Illinois 60061
Fax: (847) 918-3551

With copies to:

Nicholas S. Peppers
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 200
Rosemont, Illinois 60018
Fax: (847) 318-9509

To the Developer:

Robert Helle
Pathway Senior Living, LLC
701 Lee Street
Des Plaines, Illinois 60016
Fax: (847) 635-2148

With copies to:

Steven D. Friedland
Applegate & Thorne-Thomson
322 S. Green Street
Suite 400
Chicago, IL 60607
Fax: (312) 421-6162

Mary Ellen Tamasy
Lake County Residential Development
1280 Blackburn Street
Number 301
Gurnee, IL 60031
Fax: (847) 244-7617

20.3 This Agreement (i) contains the entire understanding hereto with respect to the transactions contemplated herein; and (ii) from time to time only by written instrument executed by both parties.

20.4 This Agreement shall be interpreted in accordance with the laws of the State of Illinois.

20.5 Time is of the essence of this Agreement.

20.6 The parties agree that each of them shall perform its obligations under this Agreement in good faith and reasonable diligence, and shall cooperate in achieving their mutual goal of a commercially and civically appropriate, the parties may engage in cooperative marketing.

20.7 Section captions used in this Agreement shall not affect the construction of this Agreement.

20.8 Whenever under the terms of this Agreement a covenant or condition or for giving a notice falls upon a Saturday or Sunday, such time for performance or giving of notice shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

20.9 Neither party shall be liable for any failure to perform its obligations (excluding the failure to make payments when due) due to causes beyond its control and despite its reasonable efforts, including, without limitation, a strike, labor lockouts, civil disturbance, order of any government, court order, act of God, jurisdiction, act of public enemy, war, riot, sabotage, blockage, new discovery of hazardous or toxic materials, tornado or other natural disaster, the occurrence of an event force majeure, the dates and schedule shall be suspended until such event can be remedied.

20.10 The parties agree to record a Memorandum of Understanding with the Lake County Recorder of Deeds in the form required by the Village of Lake County.

20.11 It is intended that certain of the covenants, promises, obligations and duties of each party as set forth in this Agreement shall be enforceable against both the covenantor and the Project.

IN WITNESS WHEREOF, the parties have executed this Agreement
Date.

VILLAGE:

**VILLAGE OF VERNON HILLS,
an Illinois municipal corporation**

By: [Signature]
Attest: [Signature]

DEVELOPER

**Pathway Senior
an Illinois limited liability corporation**

By: [Signature]
Its: [Signature]

**Lake County
Company, an
Illinois corporation**

By: [Signature]
Its: President

Exhibit A

Legal Description

LOT 4 IN DEERPATH ATRIUM SUBDIVISION, BEING A
NORTHEAST ¼ OF SECTION 5 AND THE SOUTHWEST ¼ C
43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
SEPTEMBER 21, 2000, AS DOCUMENT NO. 4584694 BY THE
LAKE COUNTY, ILLINOIS

PINs: 15-05-202-021-0000

Exhibit B

Project Development Documents

Exhibit C

The Deed

This instrument prepared by:

Nicholas S. Peppers, Esq.
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 800
Rosemont, Illinois 60018

After recording return to:

Mail subsequent tax bills to:

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made this _____ day of _____
by the **Village of Vernon Hills**, an Illinois municipal corporation
Evergreen Drive, Vernon Hills, Illinois 60061 ("Grantor"), for an
No/100ths Dollars (\$10.00) and other good and valuable consideration
presents does **CONVEY AND QUIT-CLAIM** to the _____
("Grantee"), forever, the following described real estate situated
State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof
Permanent Index Number(s): _____ (affects this la
Address(es) of Real Estate: Approximately 3.5 Acres of vacant
and Atrium Drive in Vernon Hills, IL

Together with all and singular hereditaments and appurtenances be
appertaining, and the reversion or reversions, remainder or remain
thereof, and all the estate, right, title, interest, claim or demand w
law or in equity of, in and to the above-described premises,
appurtenances.

TO HAVE AND TO HOLD the said premises as described above

IN WITNESS WHEREOF, this Quit-Claim Deed has been
as of the date first above written.

VILLAGE OF VERNON HILLS
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS

)

) SS.

COUNTY OF LAKE

)

I, the undersigned, a Notary Public in and for said County of
CERTIFY THAT _____, as _____
Vernon Hills, is personally known to me to be the same person who
foregoing instrument, appeared before me this day in person and
signed and delivered the same instrument and caused the corporation
pursuant to the authority given by said corporation as his/her free
free and voluntary act and deed of said corporation for the uses and

Given under my hand and notarial seal, this _____ day of _____

Notary Public

My commission expires on _____

Exhibit A

Legal Description

LOT 4 IN DEERPATH ATRIUM SUBDIVISION, BEING A
NORTHEAST ¼ OF SECTION 5 AND THE SOUTHWEST ¼ OF
43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
SEPTEMBER 21, 2000, AS DOCUMENT NO. 4584694 BY THE
LAKE COUNTY, ILLINOIS

PINs: 15-05-202-021-0000

Exhibit D

The Use Restriction

Village of Vernon Hills
Attn: Village Manager
290 Evergreen Drive
Vernon Hills, Illinois 60061

THIS USE RESTRICTION AGREEMENT (this "Agreement") is made this _____ day of _____, 2010, by and between the **Village of Vernon Hills**, an Illinois municipal corporation (the "Village") and is [Vernon Hills LLC, an Illinois limited partnership / Vernon Hills SLF Associates, an Illinois limited partnership] (the "Owner").

(1) The Village conveyed title to certain real property located at _____, Vernon Hills, Illinois (the "Property") to _____, a not-for-profit corporation (the "Development Corporation", an Illinois not-for-profit corporation), on _____, 2010 and recorded in the office of the Lake County Recorder on _____, 2010 as Document Number _____.

(2) The Property will be developed as a unified campus, of two connected buildings, comprised of up to a one hundred apartment facility (the "Apartment Parcel") and a one hundred living facility (the "SLF Parcel"), with associated parking, storm and off-site and on-site improvements.

(3) LCRDC conveyed the [Apartment Parcel /
dated _____, 2010 and recorded in the office of
2010 as Document Number _____]

(5) The Village agreed to accept a cash purchase price that was less than the appraised fair market value of the Property and the Affordable Housing Tax Credits.

(6) In consideration of the Village's agreement that the tax credits be used to assist in the financing and development of the Project, the Owner intends, declares and covenants that the restrictive covenants set forth in the Declaration and occupancy of the Project shall be and are covenants running with the land, coterminous with the term of the IHDA EUA, and are binding upon the Owner and the operators of the Project during such Use Period.

In consideration of the mutual promises set forth below, and in full and exclusive consideration, the Owner and the Village agree as follows:

A. Definitions.

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings:

"Agreement" means this Use Restriction Agreement between the Owner and the Village.

"Village" means the Village of Vernon Hills and its successors.

"Code" means the Internal Revenue Code of 1986, as amended, and all applicable Regulations and revenue rulings promulgated pursuant to the Code.

"IHDA EUA" means that certain Low-Income Housing Development Agreement by and between the Owner and the Illinois Housing Development Authority, dated _____, 20____, and recorded in the office of the Lake County Clerk of _____, 2010 as Document Number _____.

"Occupancy Restrictions" means those restrictions set forth in the Declaration and the Agreement.

"Project" means the residential rental housing project located at _____, Lake County, Illinois.
Recitals.

For a period coterminous with the Term of the IHL defined therein), the Project shall be used to provide affordable housing as to comply with Section 42.

C. Records and Enforcement.

(1) During normal business hours and upon request, the Owner shall permit any duly authorized representative of the Village to inspect the Project and the Owner with respect to the Project's compliance with the Occupancy requirements of Section 42.

(2) The Owner and the Village each acknowledge that the Village is entitled for requiring that the Owner comply with the Occupancy Restrictions of the Village's agreement that all proceeds from the Illinois Affordable Housing Act shall be used to assist in the financing and development of the Project, AND THE OWNER, IN CONSIDERATION FOR RECEIVING SUCH A FAVORABLE AGREEMENT FROM THE VILLAGE FOR THE PROJECT, AGREES AND CONSENTS THAT THE VILLAGE SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREIN, TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO SPECIFIC PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN A STATE COURT OF COMPETENT JURISDICTION. The Owner specifically acknowledges that the beneficiaries of the Owner's obligations shall be adequately compensated by monetary damages in the event of any breach.

D. Covenants Run With the Land; Successors.

(1) Upon execution and delivery of this Agreement, the Owner shall execute this Agreement and all amendments hereto to be recorded and filed in the Office of Deeds of the county in which the Project is located, and shall pay the recording fees in connection therewith.

(2) The Owner intends, declares and covenants that the Project, its future owners and operators of the Project during the term of this Agreement and the covenants and restrictions set forth herein regarding occupancy and transfer of the Project (i) shall be and are covenants running with the land encumbering the Project for the term of this Agreement, and shall bind the Owner and its successors in title and all subsequent owners and operators of the Project.

E. Severability.

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

G. Notices.

Any notice, demand, request or other communication may be required to give to any other party hereunder shall be given in the manner set forth below) by any of the following means: (a) personal service; (b) registered United States mail, postage prepaid, return receipt requested; or (c) electronic mail.

To the Village: Village of Vernon Hills
Attn: Village Manager
290 Evergreen Drive
Vernon Hills, Illinois 60061

With a copy to: Nicholas S. Peppers
Storino, Ramello & Du
9501 West Devon Avenue
Rosemont, Illinois 60018

To the Owner: Robert Helle
Pathway Senior Living
701 Lee Street
Des Plaines, Illinois 60018

And a copy to: Steven D. Friedland
Applegate & Thorne-T
322 S. Green Street
Suite 400
Chicago, IL 60607

Such addresses may be changed by notice to the other party in the manner as herein provided. Any notice, demand, request or other communication to subsection (a) shall be served and effective upon such personal service.

This agreement shall be governed by the internal law where applicable, the laws of the United States of America.

I. Counterparts.

This Agreement may be executed in counterparts, and all purposes for which an original of this Agreement must be produced, all such counterparts shall constitute one and the same Agreement but all such counterparts shall constitute one and the same Agreement.

J. HUD Rider.

The HUD Required Rider attached hereto is hereby incorporated into this Agreement so long as the Mortgage Note (as defined in the HUD Required Rider) is held by HUD. Upon such time as HUD is not longer the insurer or guarantor of the Mortgage Note or such time as the Mortgage Note is paid in full, the HUD Required Rider shall be a separate part of this Agreement.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have caused to be executed by their respective duly authorized representatives, as shown above.

VILLAGE:

VILLAGE OF VERNON HILLS,
an Illinois municipal corporation

By: _____

Name: _____

Its: _____

Attest: _____

OWNER:

*[Vernon Hills SA Associates, L.P., an Illinois limited partnership]
Associates, L.P., an Illinois limited partnership]*

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS

)

) SS

COUNTY OF COOK

)

I, the undersigned, a Notary Public in and for the County and
_____, personally known to me to be the
the Village of Vernon Hills, and personally known to me to be the
subscribed to the foregoing instrument, appeared before me this day
that he signed and delivered the said instrument in his capacity as
of the Village of Vernon as his free and voluntary act and deed and
and deed of the Village of Vernon Hills, for the uses and purposes th

Given under my hand and official seal this ____ day of

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and
_____, personally known to me to be the _____
Hills SA Associates, L.P., an Illinois limited partnership / Vernon Hills SA Associates, L.P., an Illinois limited partnership, and personally known to me to be the _____
is subscribed to the foregoing instrument, appeared before me
acknowledged that he/she signed and delivered the said instrument
_____ of *Vernon Hills SA Associates, L.P., an Illinois limited partnership / Vernon Hills SLF Associates, L.P., an Illinois limited partnership*,
act and deed and as the free and voluntary act and deed of *Vernon Hills SA Associates, L.P., an Illinois limited partnership / Vernon Hills SLF Associates, L.P., an Illinois limited partnership*,
partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____

Notary

Exhibit A

Legal Description

LOT 4 IN DEERPATH ATRIUM SUBDIVISION, BEING A
NORTHEAST ¼ OF SECTION 5 AND THE SOUTHWEST ¼ OF
43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
SEPTEMBER 21, 2000, AS DOCUMENT NO. 4584694 BY THE I
LAKE COUNTY, ILLINOIS

PINs: 15-05-202-021-0000

Attach HUD Required Rider



Sheet Index

Landscape Plan
 Landscape Details
 Perennials (Not in full size sets)
 Rendered North Elevation
 Rendered East Elevation
 Rendered West Elevation
 Rendered South Elevation
 Rendered Detention Structure Elevations
 North and South Elevations
 East and West Elevations
 Courtyard Elevations
 First Floor Plan
 Typical Floor Plan
 Senior Apartments - First Floor Plan
 Senior Apartments - Typical Floor Plan
 Supportive Living Facility - First Floor Plan
 Supportive Living Facility - Typical Floor Plan
 Senior Apartments - Units
 Supportive Living Facility - Units
 Site Plan
 Entrance Canopy
 Directional Sign Locations
 Directional Sign Details
 Site Amenities
 Site Amenities
 Site Photometrics
 Site Lighting Fixtures
 Site Lighting Fixtures
 Site Lighting Fixtures
 Site Lighting Fixtures

RECEIVED

MAR 24 2010

COMMUNITY DEVELOPMENT
DEPARTMENT



Victory Centre of Vernon Hills
 Vernon Hills, IL

43 South Vail Avenue
 Arlington Heights, Illinois 60005
 Job No. 08021 © 2010





Landscape Plan



Victory Centre of Vernon Hills
Vernon Hills, IL

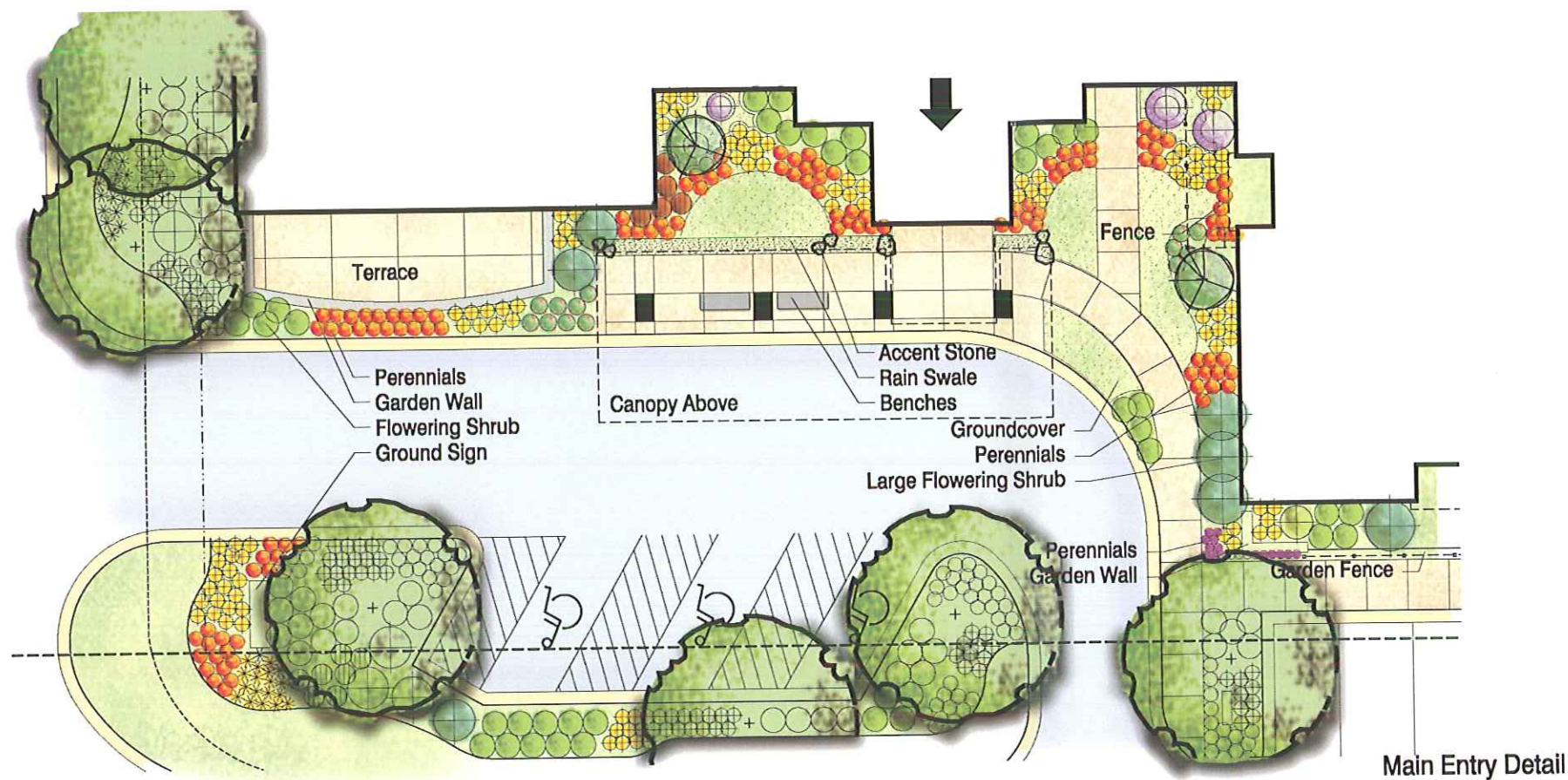


0 20' 40' 80'

43 South Vail Avenue
Arlington Heights, Illinois 60005
Job No. 08021 © 2009



December 16, 2009 ARCHITECTS + PLANNERS, INC.



Plant List

Shade and Ornamental Trees

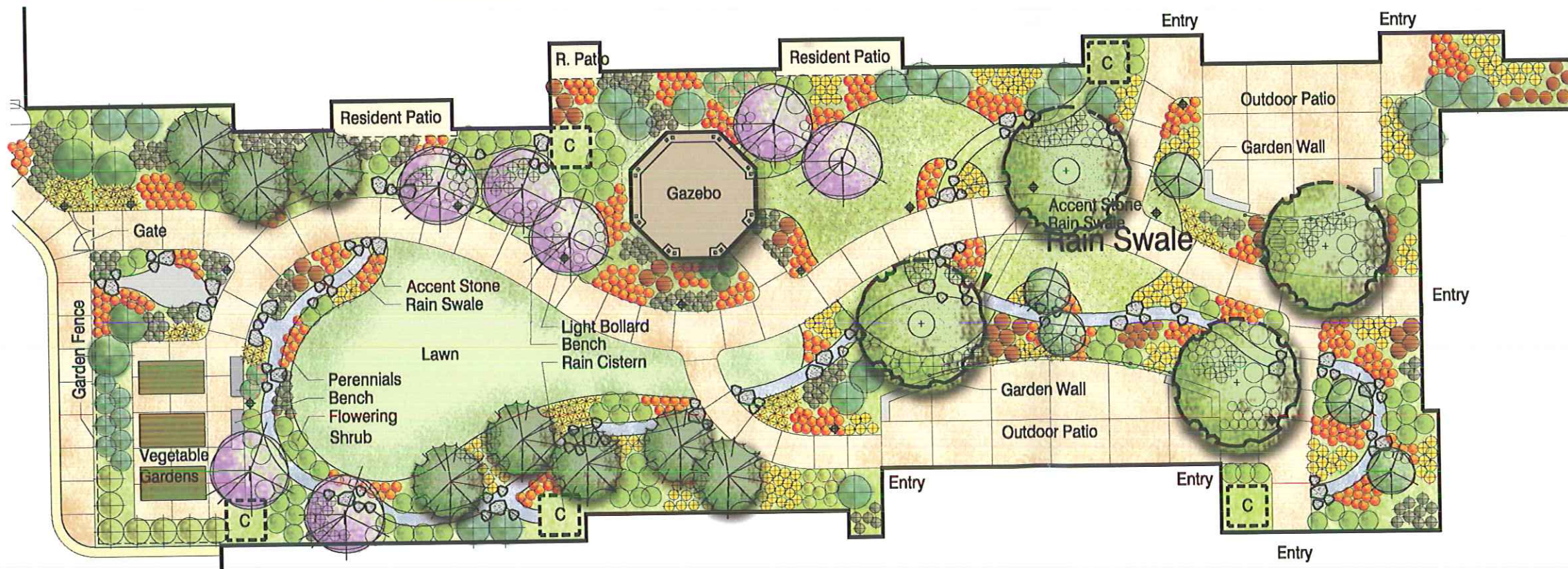
Botanical Name	Common Name	Size
BN <i>Betula nigra</i>	River Birch	10' BB
CV <i>Crataegus viridis</i> 'Winter King'	Winter King Hawthorn	8' BB
GT <i>Gleditsia triacanthos</i> var. <i>Inermis</i> 'Skyline'	Skyline Thornless Hawthorn	3' BB
PC <i>Pyrus calleryana</i> 'Chanticleer'	Chanticleer Pear	3' BB

Evergreen Trees and Shrubs

Botanical Name	Common Name	Size
BM <i>Buxus microphylla</i> 'Glencoe'	Glencoe Boxwood	18' BB
JS <i>Juniperus sabina</i> 'Jade'	Jade Juniper	18' BB
PA <i>Picea abies</i> 'hidiformis'	Bird's Nest Spruce	18' BB
PM <i>Pseudotsuga menziesii</i>	Douglasfir	8' MIN

Flowering Shrubs

Botanical Name	Common Name	Size
CS <i>Cornus sericea</i> 'Isanti'	Dwarf Red Dogwood	24' BB
CH <i>Cotoneaster horizontalis</i>	Rockspray Cotoneaster	24' BB
EA <i>Euonymus alatus</i> 'Compacta'	Compact Burningbush	24' BB
FG <i>Fothergilla gardenii</i>	Dwarf Fothergilla	24' BB
HV <i>Hamamelis vernalis</i>	Vernal Witchhazel	4' BB
HA <i>Hydrangea arborescens</i> 'Annabelle'	Annabelle Hydrangea	24' BB
HP <i>Hydrangea paniculata</i> 'Tardiva'	Tardiva Hydrangea	3' BB
PF <i>Potentilla fruticosa</i> 'Fargo'	Dakota Sunspot Potentilla	24' BB
RA <i>Rhus aromatica</i> 'Gro Lo'	Gro Low Sumac	24' BB
RT <i>Rhus typhina</i> 'Tiger Eyes'	Tiger Eyes Sumac	4' BB
SJ <i>Spiraea japonica</i> 'Gold Flame'	Gold Flame Spirea	24' BB
VR <i>Viburnum x rhytidophyloides</i> 'Alleghany'	Alleghany Viburnum	4' BB
VT <i>Viburnum trilobum</i> 'Bailey Compactum'	Bailey Cranberrybush Viburnum	3' BB
VJ <i>Viburnum x 'Juddii'</i>	Judd Viburnum	3' BB



Perennials / Grasses

Botanical Name	Common Name	Size
AMO <i>Alchemilla mollis</i>	Lady's Mantle	#1
AAF <i>Astilbe x arendsii</i> 'Fanal'	Fanal Red Astilbe	#1
ASS <i>Astilbe simplicifolia</i> 'Sprite'	Sprite Astilbe	#1
AAL <i>Athyrium angustum</i> f.r. 'Lady in Red'	Lady in Red Lady Fern	#1
BMA <i>Brunnera macrophylla</i>	Heart Leaf Brunnera	#1
CLY <i>Chelone lyonii</i>	Pink Turtlehead	#1
CSB <i>Cimicifuga simplex</i> 'Brunette'	Bronze Bugbane	#1
CVG <i>Coreopsis verticillata</i> 'Golden Shower'	Large Flowered Threadleaf Coreopsis	#1
DSP <i>Dicentra spectabilis</i>	Common Bleeding Heart	#1
EPM <i>Echinacea purpurea</i> 'Magnus'	Purple Cone Flower	#1
GOD <i>Galium odoratum</i>	Sweet Woodruff	#1
GJB <i>Geranium x 'Johnson's Blue'</i>	Johnson's Blue Geranium	#1
GSE <i>Geranium sanguineum</i> 'Elsbeth'	Elsbeth Cranesbill / Geranium	#1
HLW <i>Hemerocallis</i> sp. 'Little Wine Cup'	Little Wine Cup Daylily	#1
HSD <i>Hemerocallis</i> sp. 'Stella d'oro'	Stella D'Oro Daylily	#1
HMP <i>Heuchera micrantha</i> 'Palace Purple'	Palace Purple Coral Bells	#1
HGA <i>Hosta 'Guardian Angel'</i>	Guardian Angel Hosta	#1
HGE <i>Hosta 'Great Expectations'</i>	Great Expectations Hosta	#1
HEL <i>Hosta 'Elegans'</i>	Elegans Hosta	#1
HHT <i>Hedera helix</i> 'Thorndale'	Thorndale English Ivy	3'
LMA <i>Lamium maculatum</i> 'Anne Greenaway'	Spotted Dead Nettle	#1
LAM <i>Lavandula angustifolia</i> 'Munstead'	Munstead Lavender	#1
LST <i>Ligularia stenosephala</i> 'The Rocket'	The Rocket Ligularia	#1
LSP <i>Liriope spicata</i>	Creeping Lilyturf	#1
MST <i>Matteuccia struthiopteris</i>	Ostrich Fern	#1
MVI <i>Mertensia virginica</i>	Virginia Bluebells	#1
MSM <i>Miscanthus sinensis</i> 'Morning Light'	Morning Light Miscanthus	#1
NFW <i>Nepotata faassenii</i> 'Walker's Low'	Walker's Low Catmint	#1
PTG <i>Pachysandra terminalis</i> 'Green Carpet'	Green Carpet Pachysandra	3'
PVH <i>Panicum virgatum</i> 'Heavy Metal'	Blue Switch Grass	#1
PAP <i>Pennisetum alopecuroides</i> 'Piglet'	Piglet Fountain Grass	#1
PST <i>Phlox stolonifera</i>	Creeping phlox	#1
PSB <i>Pulmonaria saccharata</i> 'Berries and Cream'	Spotted Bethlehem Sage	#1
RFG <i>Rudbeckia fulgida</i> 'Goldstrum'	Black-Eyed Susan	#1
SSB <i>Sedum spectabile</i> 'Brilliant'	Brilliant Sedum	#1
TCO <i>Tiarella cordifolia</i>	Allegheny Foamflower	#1

Courtyard Detail

Landscape Details



Victory Centre of Vernon Hills
Vernon Hills, IL



43 South Vail Avenue
Arlington Heights, Illinois 60005
Job No. 08021 © 2009

December 16, 2009 ARCHITECTS + PLANNERS, INC.





Lady's Mantle
Alchemilla mollis
 Height: 12 - 18"
 Flower: Lime green



Heart Leaf Brunnera
Brunnera macrophylla
 Height: 12 - 18"
 Flower: Blue in spring / early summer



Bleeding Heart
Dicentra spectabilis
 Height: 2 - 3'
 Flower: Pink in late spring to summer



Fanal Red Astilbe
Astilbe x arendsii 'Fanal'
 Height: 12 - 24"
 Flower: Early summer red flower and bronze foliage



Pink Turtlehead
Chelone obliqua
 Height: 30 - 36"
 Flower: Pink in late summer to fall



Purple Coneflower
Echinacea purpurea 'Magnus'
 Height: 3 - 4'
 Flower: Deep rose in late summer



Sprite Pink Astilbe
Astilbe simplicifolia 'Sprite'
 Height: 14"
 Flower: Silvery pink in May + June



Bronze Bugbane
Cimicifuga simplex 'Brunette'
 Height: 3 - 5'
 Flower: Pink tinged in fall on purple foliage



Sweet Woodruff
Gallium odoratum
 Height: 6"
 Flower: White in early spring - foliage as groundcover



Red Lady Fern
Athyrium angustum 'Lady in Red'
 Height: 12 - 2.5'
 Color: Green foliage on burgundy-red leaf stalks



Thread Leaf Coreopsis
Coreopsis vert. 'Golden Shower'
 Height: 24 - 30"
 Flower: Golden yellow in mid-summer



Johnson's Blue Geranium
Geranium x 'Johnson's Blue'
 Height: 12 - 18"
 Flower: Bright blue in summer



Elsbeth Hardy Geranium
Geranium sanguineum 'Elsbeth'
 Height: 6 - 12"
 Flower: Bright purple in summer with red fall foliage



Guardian Angel Hosta
Hosta 'Guardian Angel'
 Height: 30"
 Flower: White on blue and green foliage



Spotted Dead Nettle
Lamium maculatum 'Anne Greenaway'
 Height: 6 - 10"
 Flower: Medium pink in mid-spring on spotted foliage



Red Daylily
Hemerocallis 'Little Wine Cup'
 Height: 12 - 18"
 Flower: Wine purple in summer



Great Expectations Hosta
Hosta 'Great Expectations'
 Height: 12"
 Flower: White on green edged cream foliage



Munstead Lavender
Lavendula angustifolia 'Munstead'
 Height: 18"
 Flower: Lavender blue in mid-summer to fall



Yellow Daylily
Hemerocallis 'Stella D'Oro'
 Height: 12 - 18"
 Flower: Golden orange in summer



Elegans Hosta
Hosta sieboldiana 'Elegans'
 Height: 2 1/2'
 Flower: pale white on large deep blue green foliage



The Rocket Ligularia
Ligularia stenocephala 'The Rocket'
 Height: 3 - 4'
 Flower: Yellow in summer on large toothed leaves



Palace Purple Coral Bells
Heuchera micrantha 'Palace Purple'
 Height: 16 - 20"
 Flower: White on deep purple foliage



Thorndale English Ivy
Hedera helix 'Thorndale'
 Height: 6"
 Color: Dark green evergreen groundcover



Creeping Lilyturf
Liriope spicata
 Height: 8 - 12"
 Flower: Violet on grassy groundcover



Ostrich Fern
Matteuccia struthiopteris
 Height: 3 - 5'
 Color: Large, green 'ostrich feather' fronds



Green Carpet Pachysandra
Pachysandra terminalis 'Green Carpet'
 Height: 5 - 7"
 Color: Dark green evergreen groundcover



Spotted Bethlehem Sage
pulmonaria saccharata 'Berries + Cream'
 Height: 12 - 18"
 Flower: Raspberry red on silver spotted foliage



Virginia Bluebells
Mertensia virginica
 Height: 18 - 30"
 Flower: Pink changing to blue in mid spring



Blue Switch Grass
Panicum virgatum 'Heavy Metal'
 Height: 3 - 3.5'
 Color: Metallic blue foliage with purple florets; yellow in fall



Black-Eyed Susan
Rudbeckia fulgida 'Goldsturm'
 Height: 18 - 36"
 Flower: Orange-yellow in mid-summer to fall



Morning Light Miscanthus
Miscanthus sinensis 'Morning Light'
 Height: 3 - 5'
 Color: Silvery green foliage with silvery plumes



Piglet Fountain Grass
Pennisetum alopecuroides 'Piglet'
 Height: 12-20"
 Interest: Late summer bottlebrush flowerheads



Brilliant Sedum
Sedum spectabile 'Brilliant'
 Height: 18 - 24"
 Flower: bright pink in late summer to fall



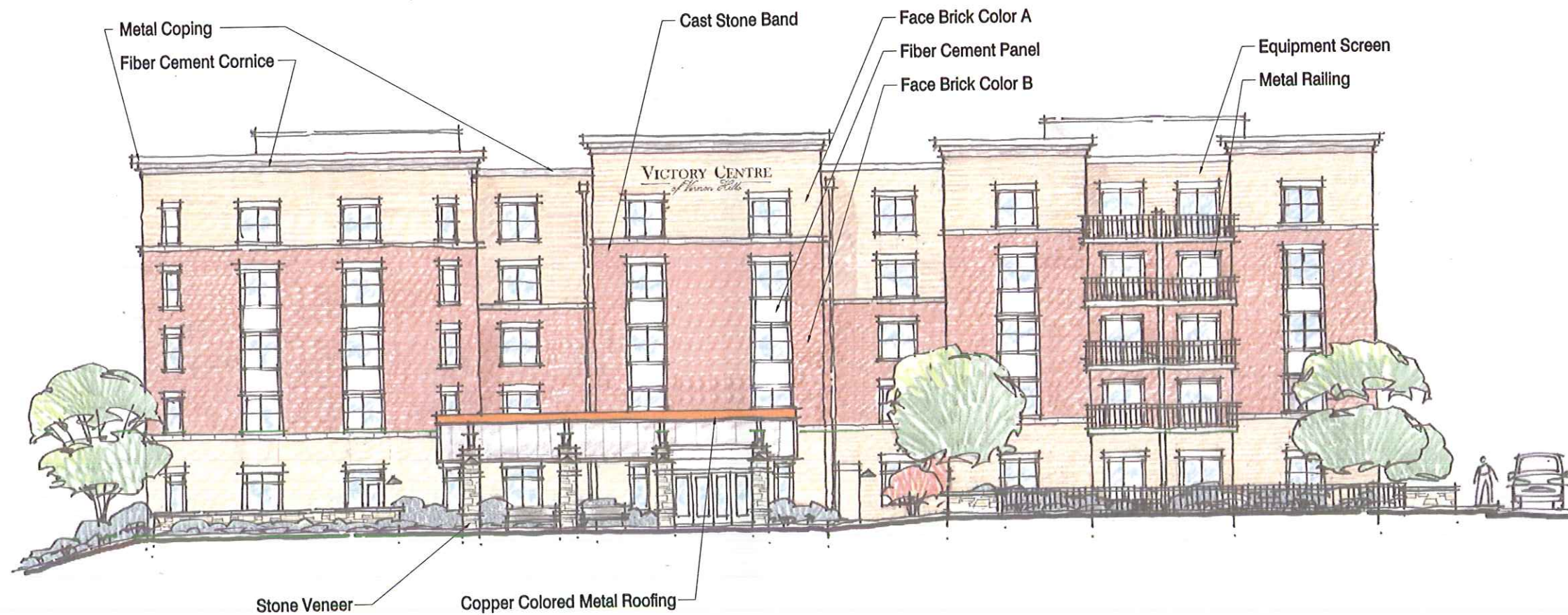
Walker's Low Catmint
Nepeta x faassenii 'Walker's Low'
 Height: 10"
 Flower: lavender blue in spring and summer



Creeping Phlox
Phlox stoloifera
 Height: 4 - 6"
 Flower: Blue - Purple in spring



Allegheny Foamflower
Tarella cordifolia
 Height: 6-12"
 Flower: White in spring on fall bronze foliage



Rendered North Elevation



Victory Centre of Vernon Hills
Vernon Hills, IL

43 South Vail Avenue
Arlington Heights, Illinois 60005
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January 11, 2010



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Victory Centre of Vernon Hills
Vernon Hills, IL

Rendered East Elevation

0 10' 20' 40'

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Victory Centre of Vernon Hills
Vernon Hills, IL

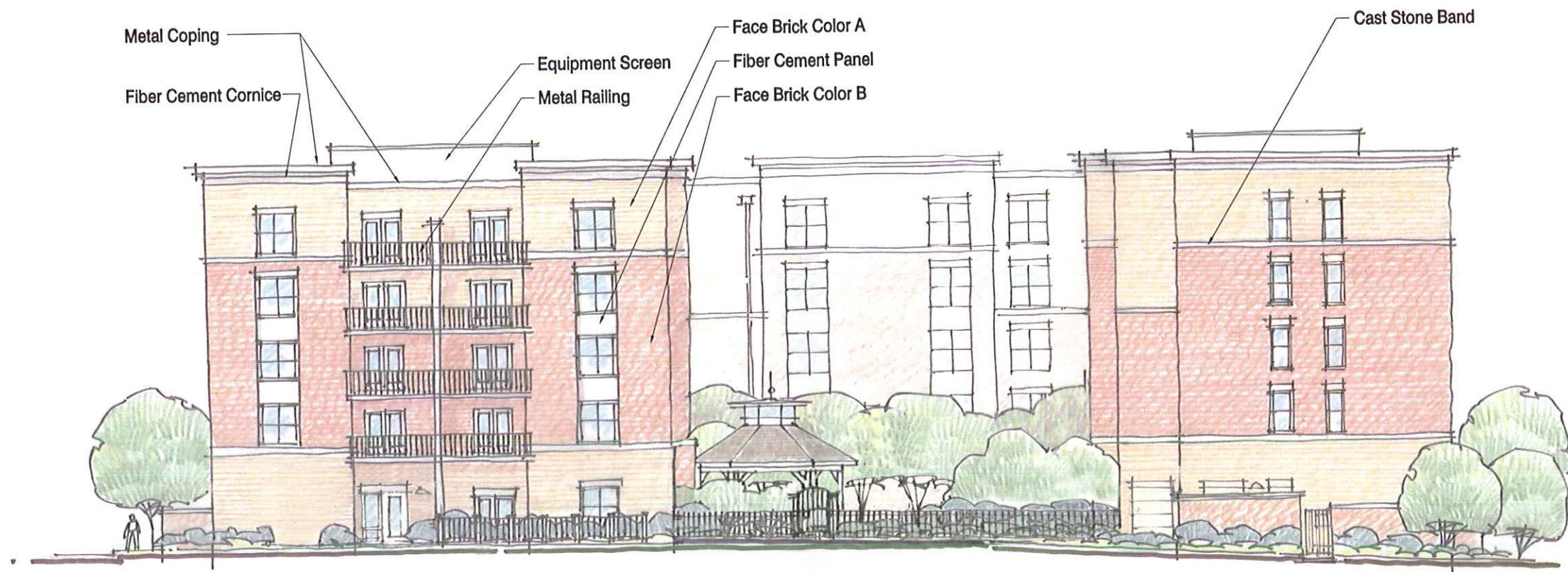
Rendered West Elevation



43 South Vail Avenue
Arlington Heights, Illinois 60005
Job No. 08021 © 2010



January 11, 2010 ARCHITECTS + PLANNERS, INC.



Rendered South Elevation

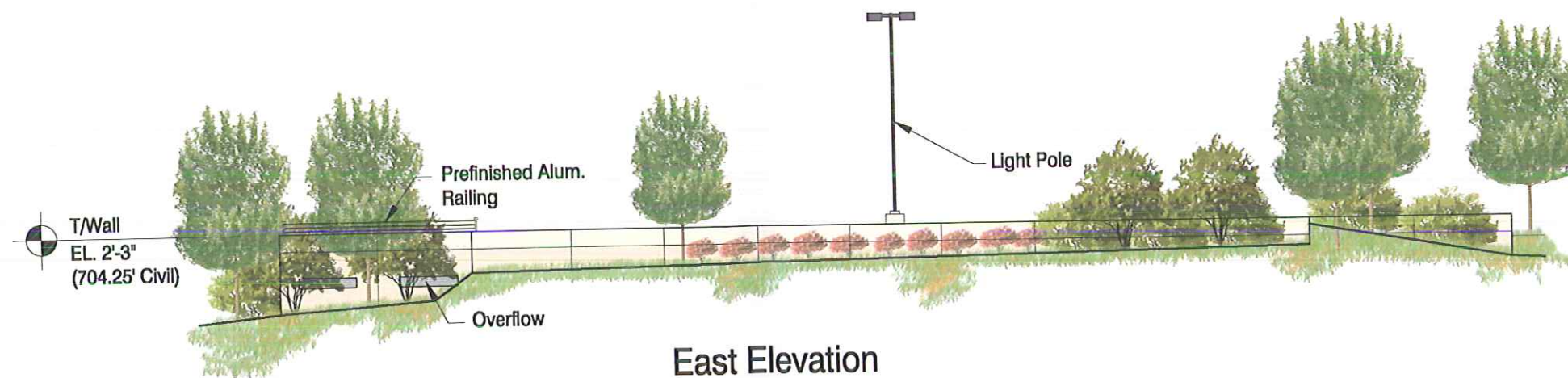


Victory Centre of Vernon Hills
 Vernon Hills, IL

0 10' 20' 40'
 43 South Vail Avenue
 Arlington Heights, Illinois 60005
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HKM
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South Elevation



East Elevation

Detention Structure

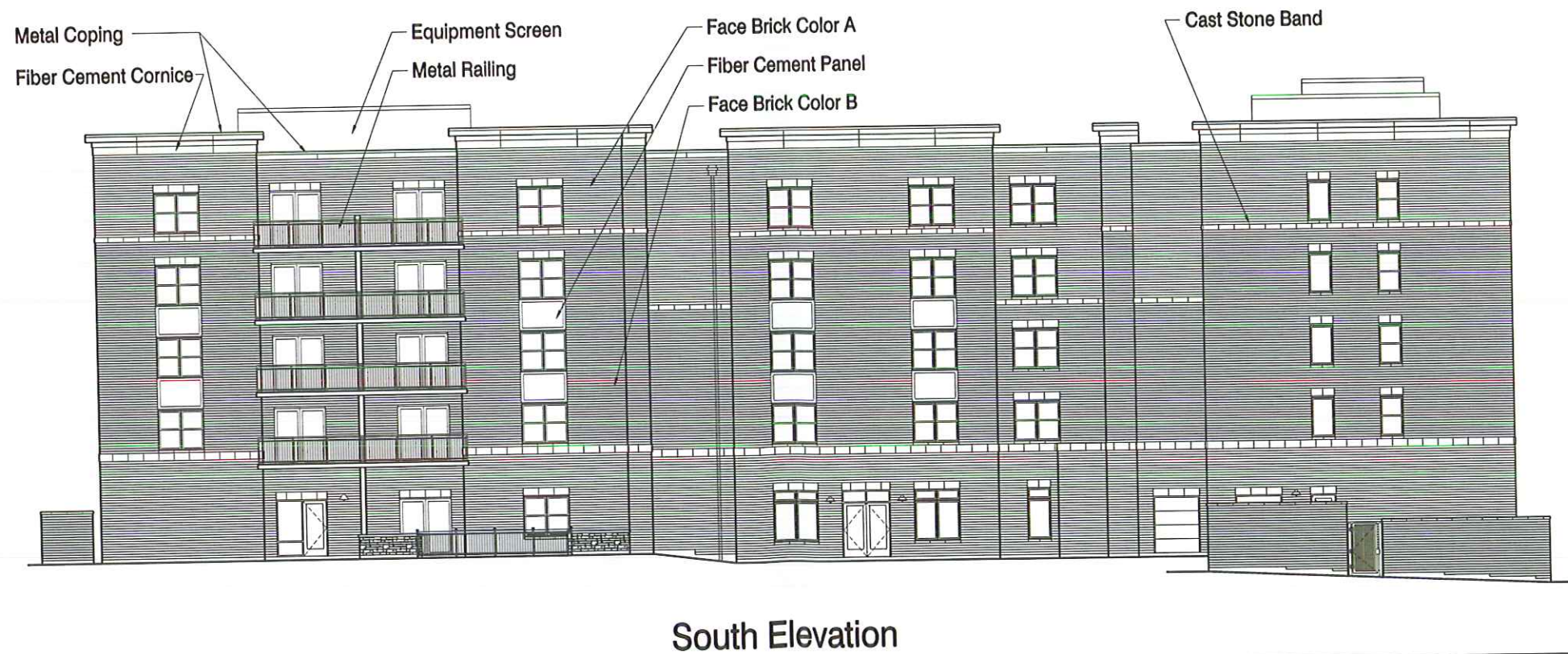


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Senior Apartments West Elevation



Supportive Living Facility East Elevation

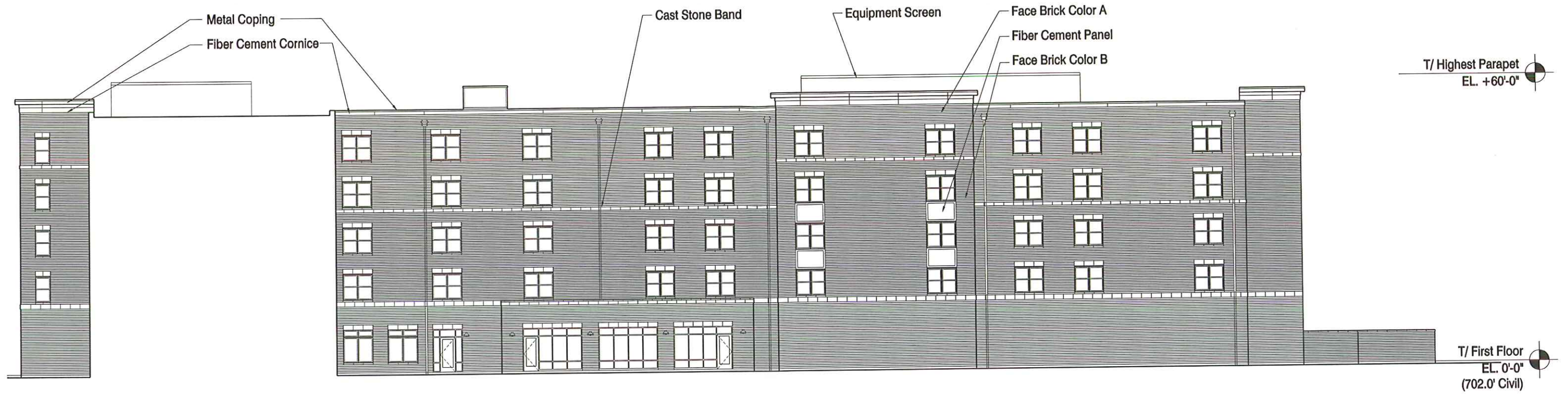


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Supportive Living Facility Courtyard Elevation



Senior Apartments Courtyard Elevation



Victory Centre of Vernon Hills
Vernon Hills, IL

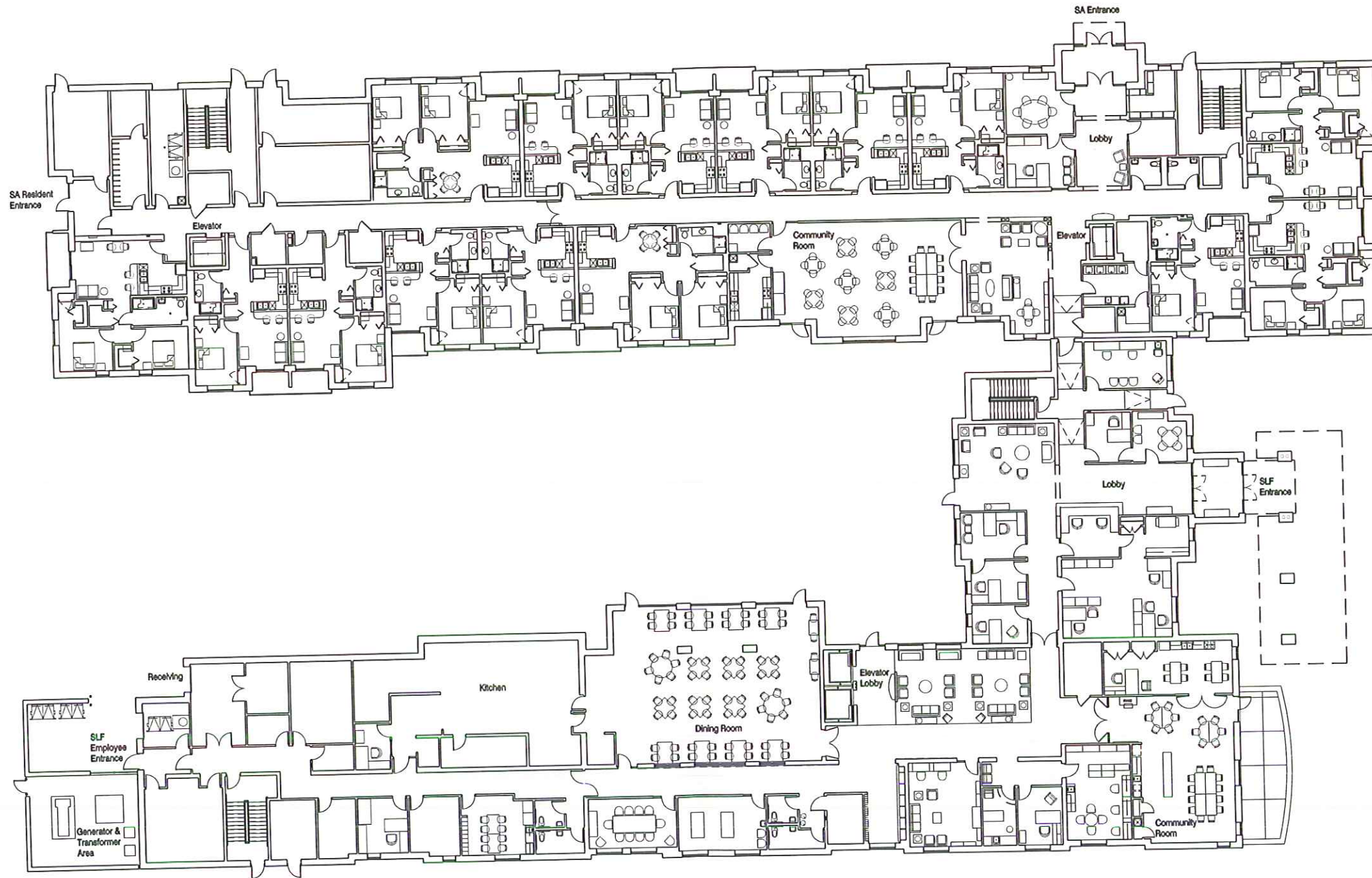


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First Floor Plan



Victory Centre of Vernon Hills
Vernon Hills, IL

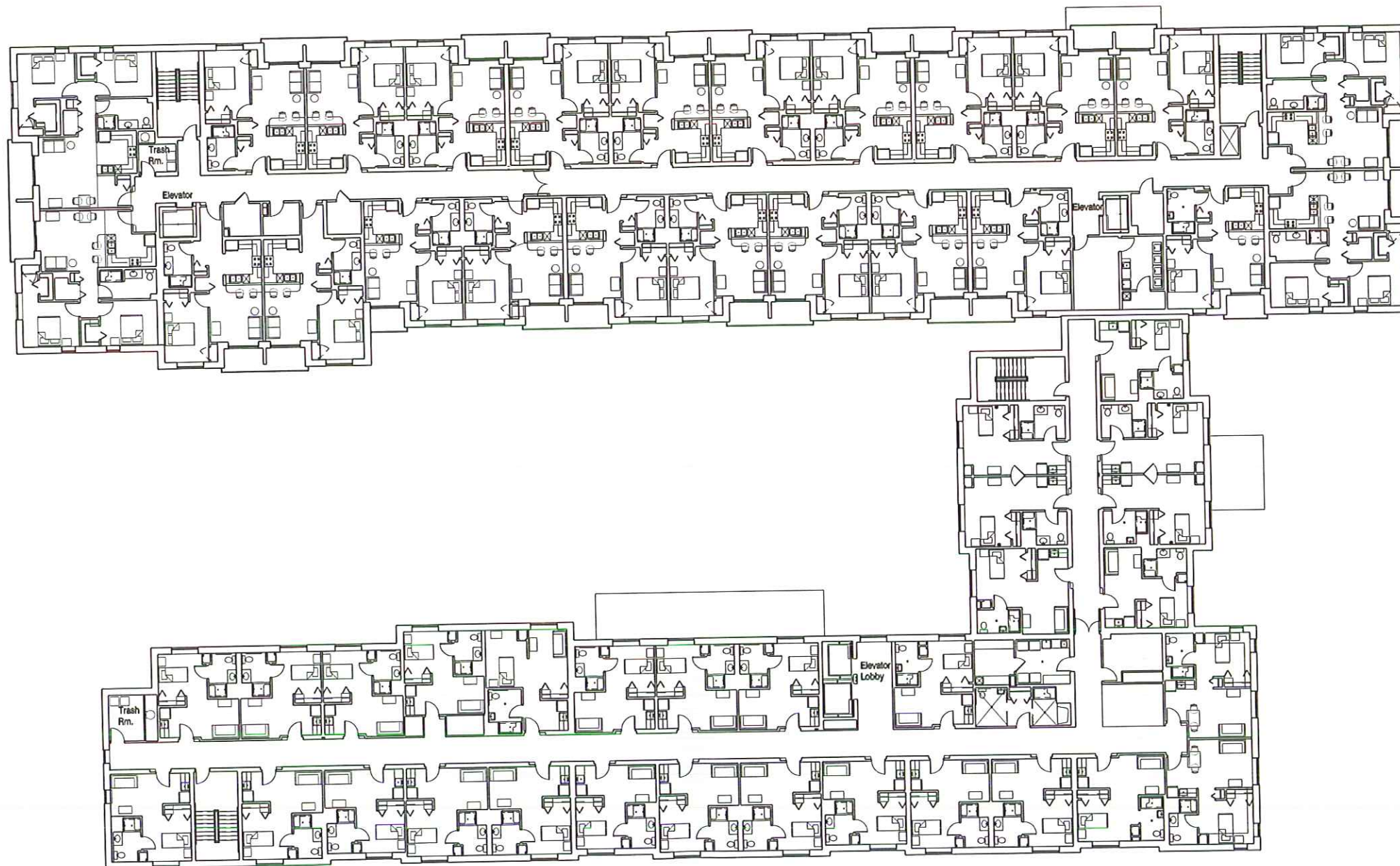


0 15' 30' 60'

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December 16, 2009

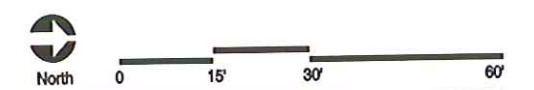




Typical Floor Plan



Victory Centre of Vernon Hills
Vernon Hills, IL

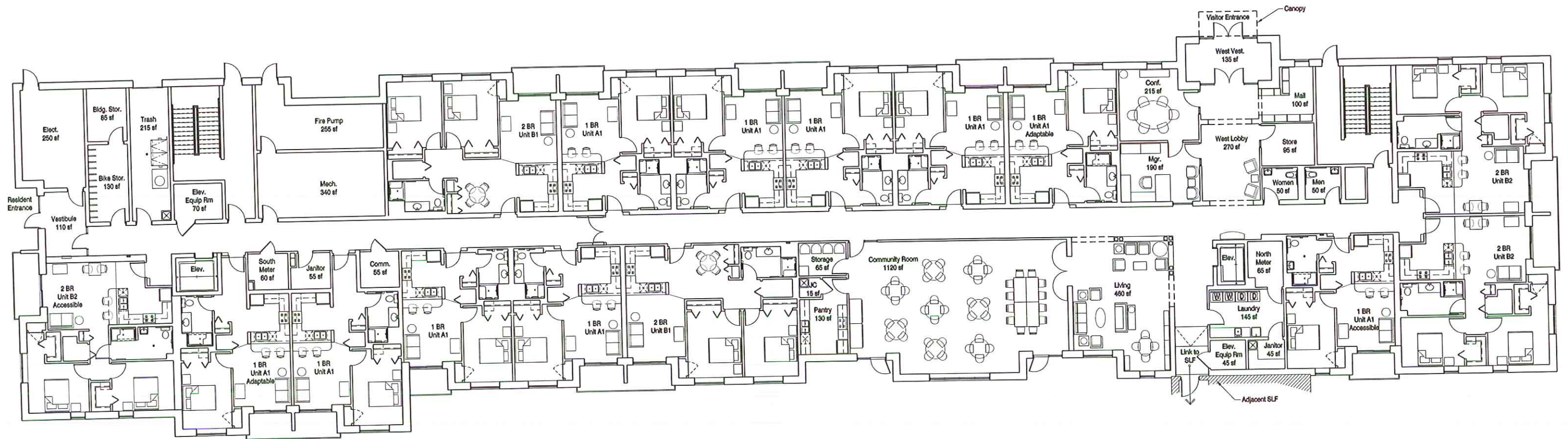


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Senior Apartments - First Floor Plan



Victory Centre of Vernon Hills
Vernon Hills, IL

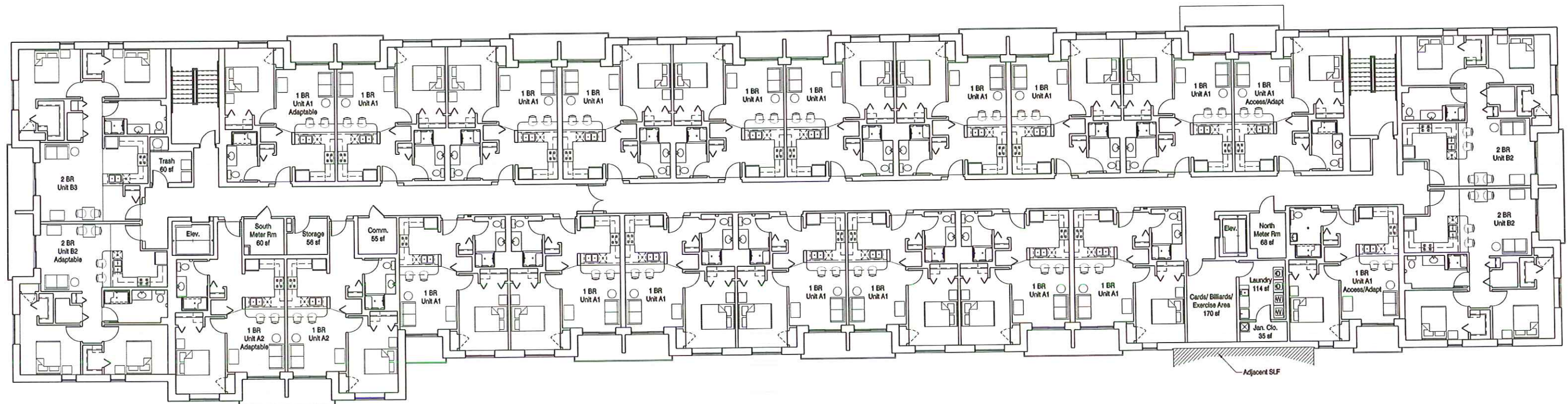


0 10' 20' 40'

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Senior Apartments - Typical Floor Plan



Victory Centre of Vernon Hills
Vernon Hills, IL

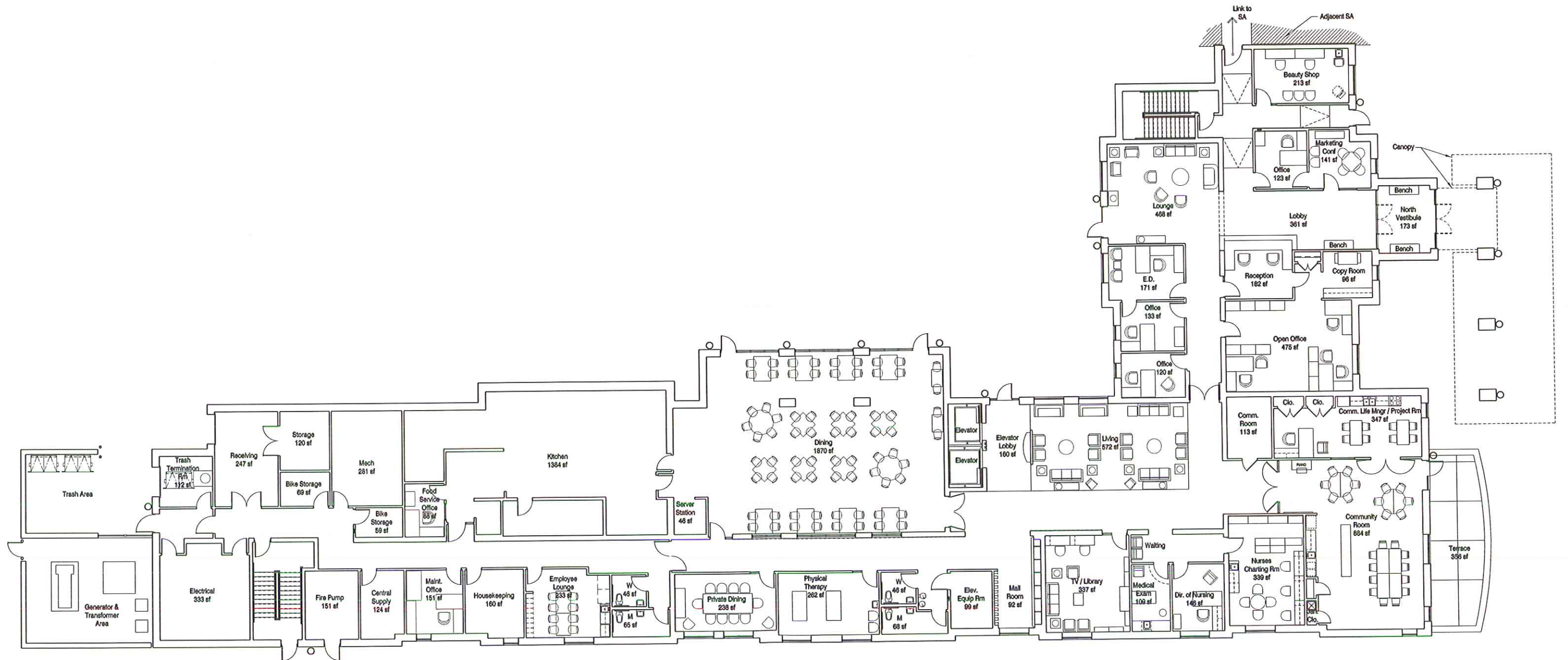


0 10' 20' 40'

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Victory Centre of Vernon Hills
Vernon Hills, IL

Supportive Living Facility - First Floor Plan



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Supportive Living Facility - Typical Floor Plan



Victory Centre of Vernon Hills
Vernon Hills, IL



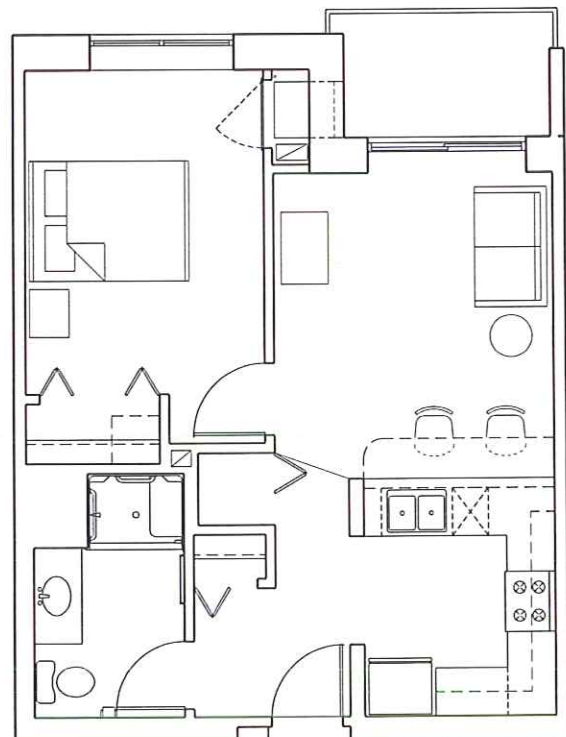
0 10' 20' 40'

43 South Vail Avenue
Arlington Heights, Illinois 60005
Job No. 08021 © 2009

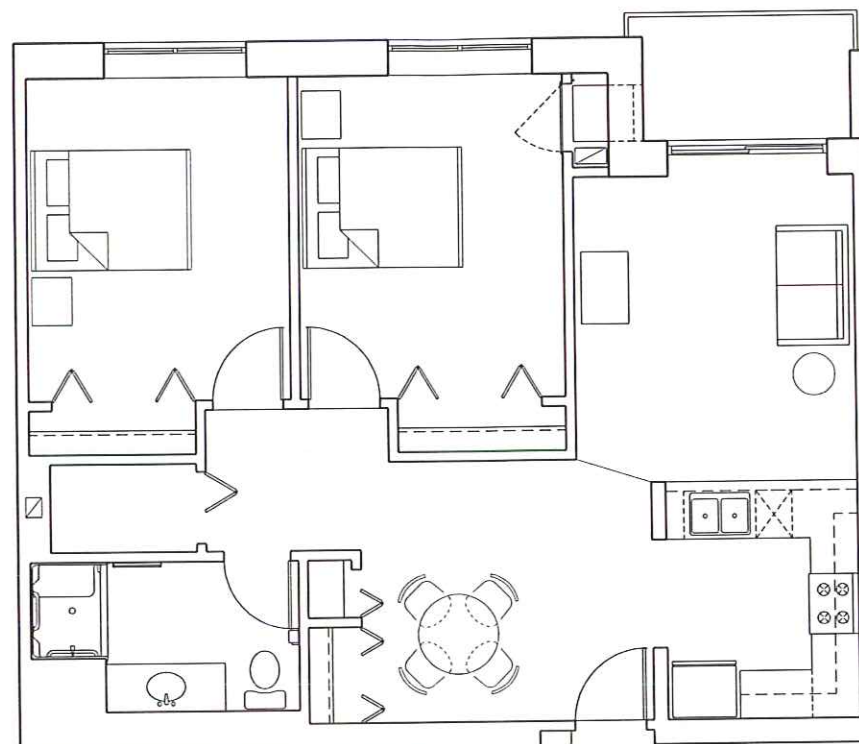
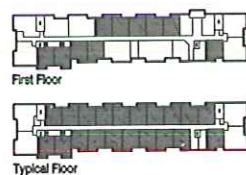
December 16, 2009



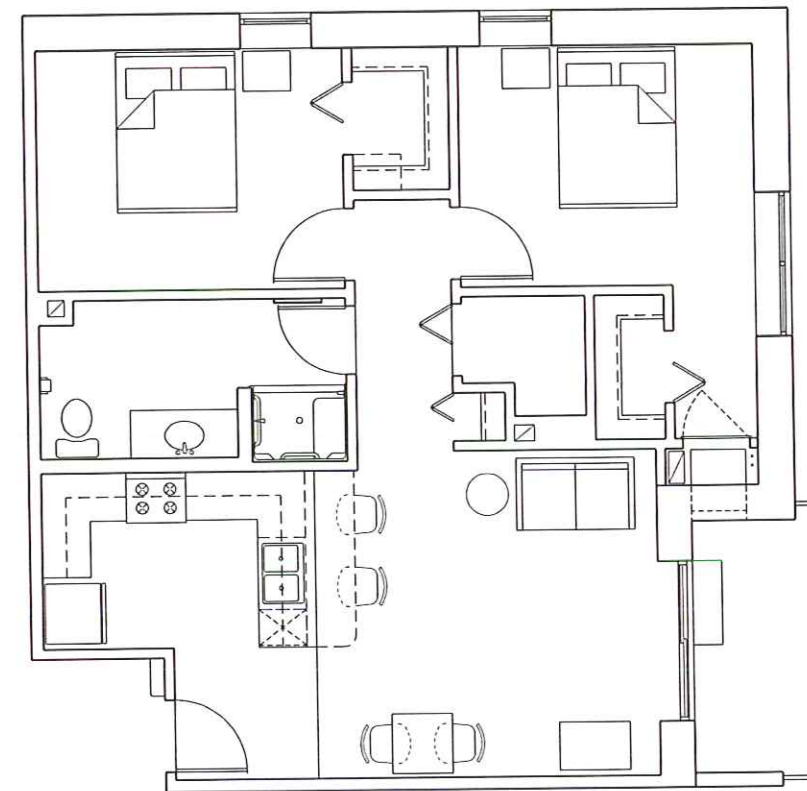
ARCHITECTS + PLANNERS, INC.



1 Bedroom
606 sf



2 Bedroom
961 sf



2 Bedroom End Unit
944 sf



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Vernon Hills, IL

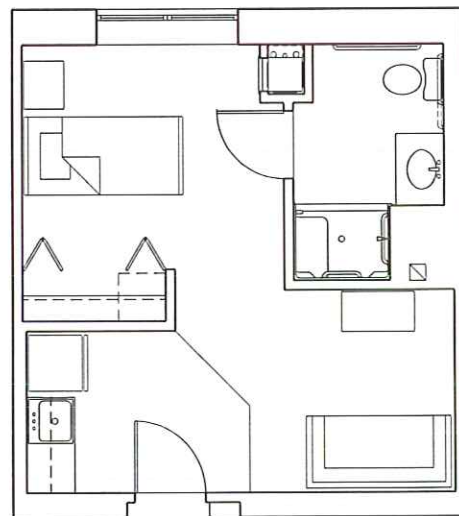
Senior Apartments - Unit Plans



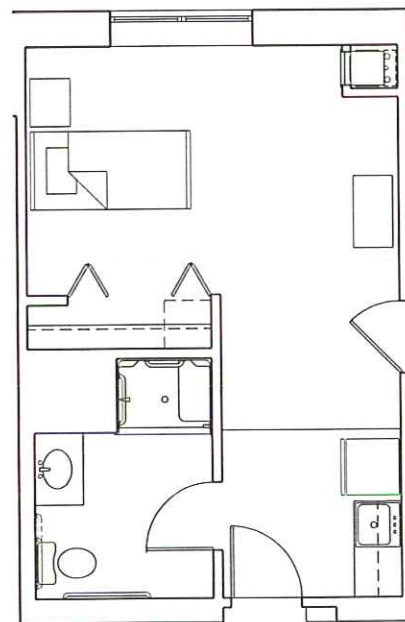
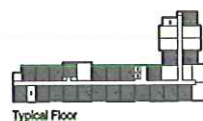
43 South Vail Avenue
Arlington Heights, Illinois 60005
Job No. 08021 © 2009



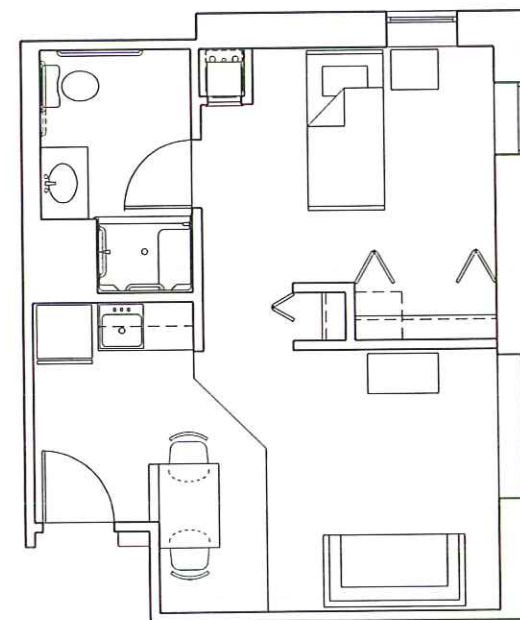
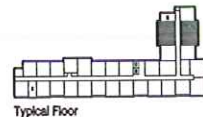
December 16, 2009 ARCHITECTS + PLANNERS, INC.



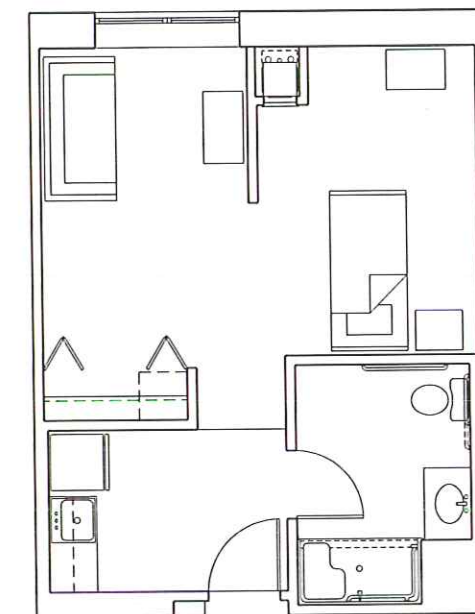
Alcove Unit
372 sf



Studio Unit
398 sf



Large Alcove Unit
506 sf



Long Alcove Unit
458 sf



Victory Centre of Vernon Hills
Vernon Hills, IL

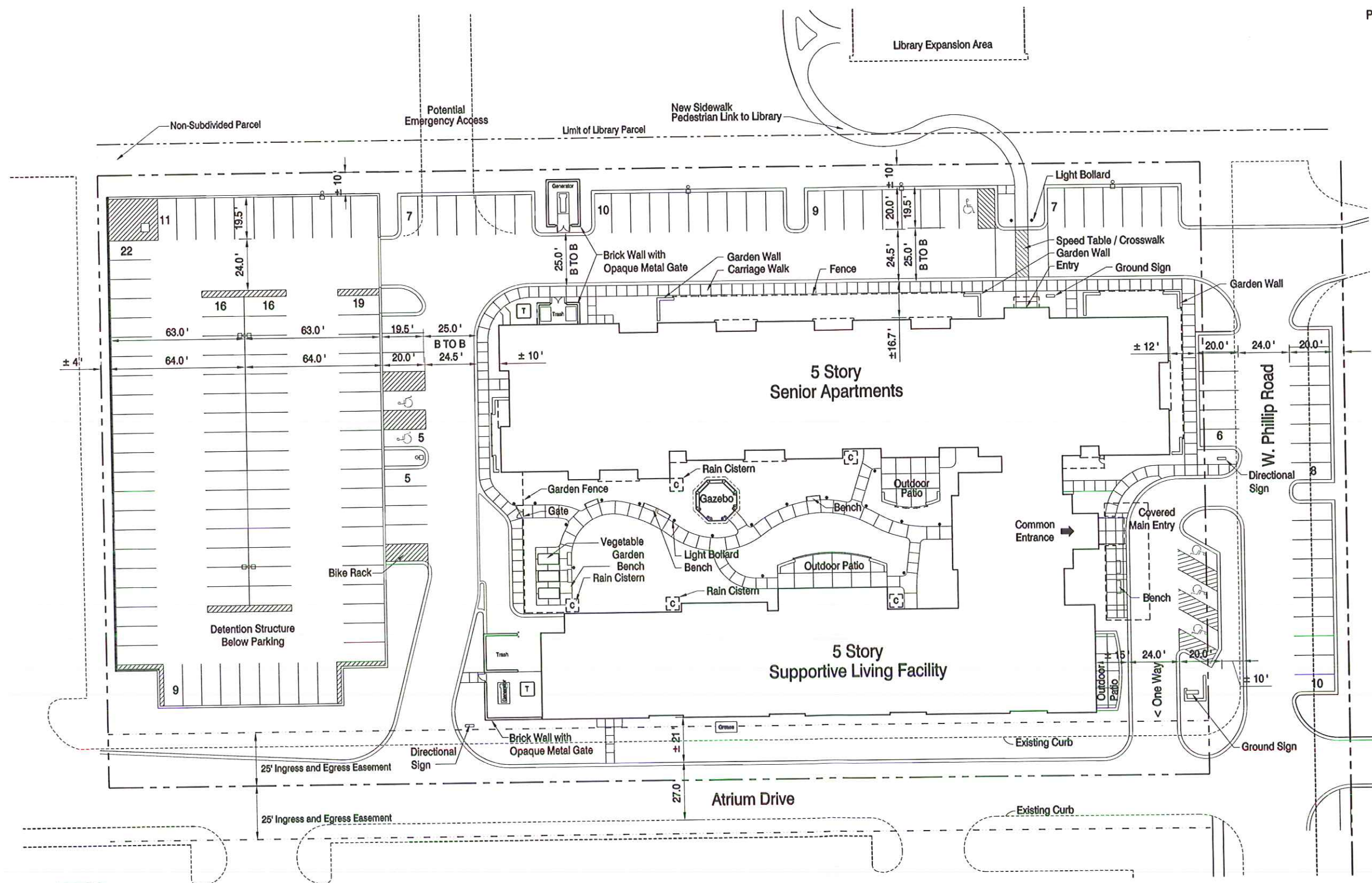
Supportive Living Facility - Unit Plans



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Arlington Heights, Illinois 60005
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Location Map

Scale : Not to scale



Overall Site Data

Site Acreage	3.39 acres
Site Area	±147,897 sq.ft.
Density	69 units/ac

Residential Data

Senior Apts - 1 Bedroom	90 units
Senior Apts - 2 Bedroom	21 units
SLF - Alcove	96 units
SLF - Studio	16 units
SLF - Large Alcove Units	8 units
Total	231 units

Maximum Building Height @ Parapet (From Finished Floor) 60'

Parking Data

	Parking Provided
On Site	136 stalls
Phillip Rd.	26 stalls
Total	162 stalls

Site Plan



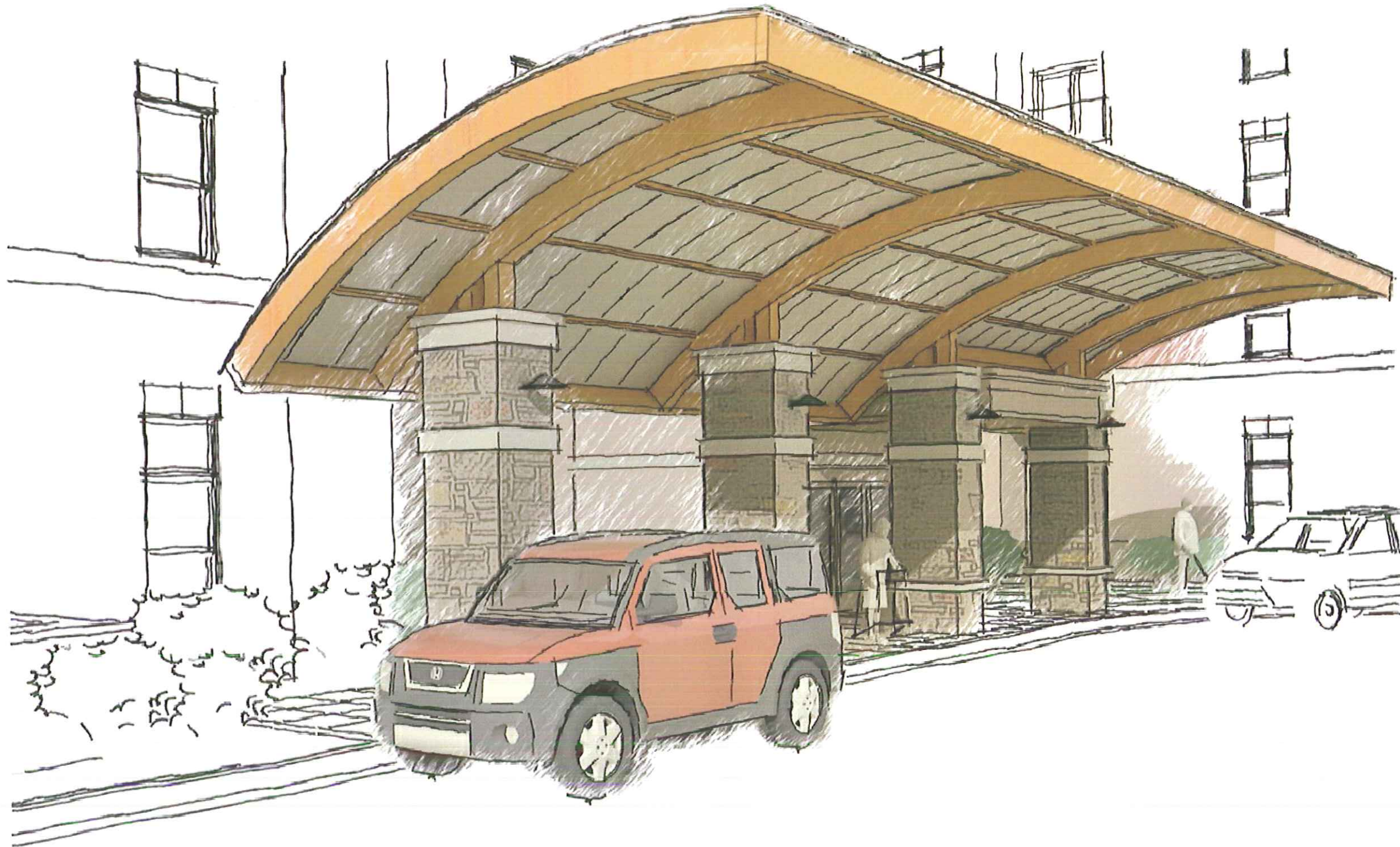
0 25' 50' 100'



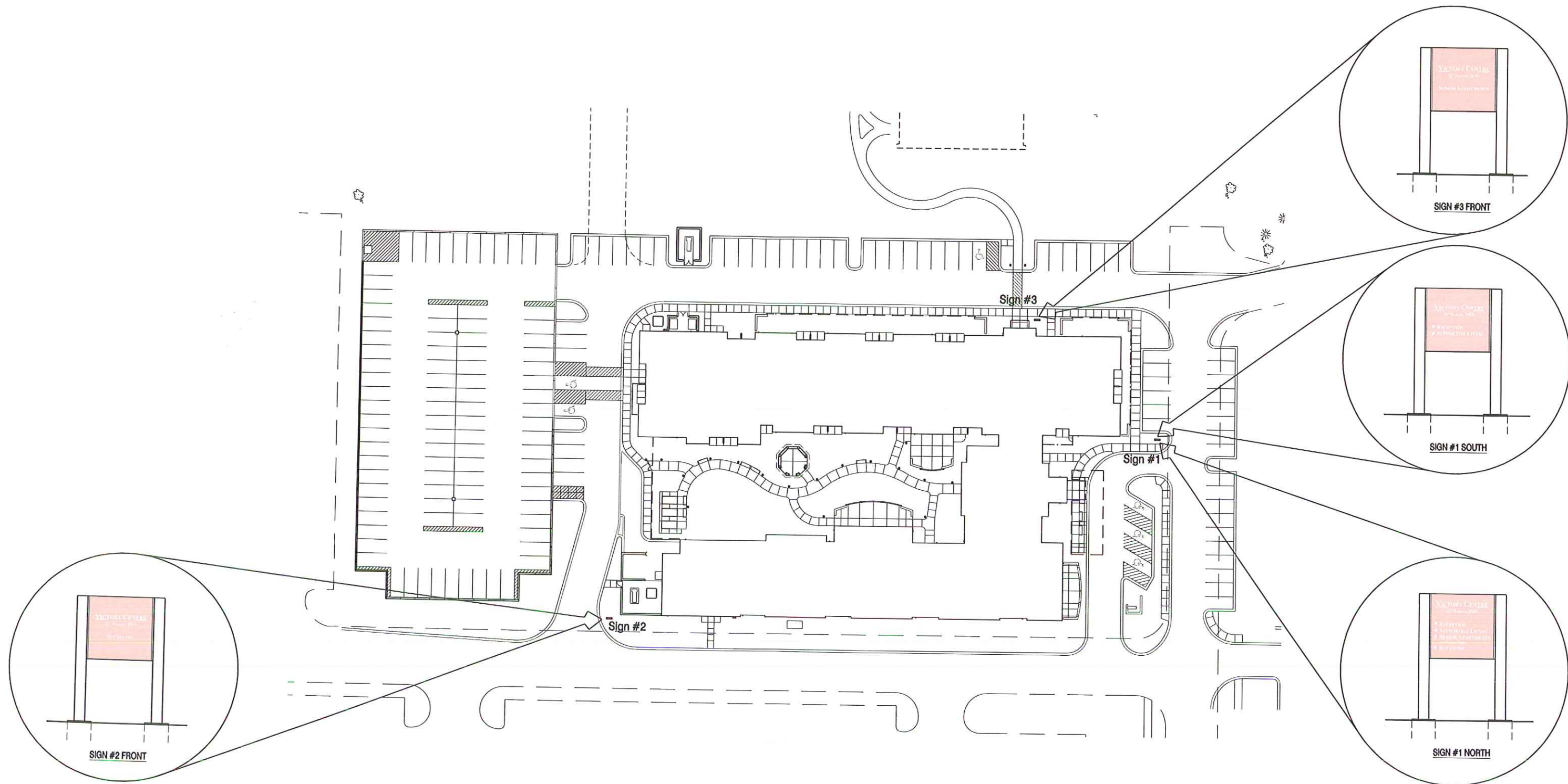
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Vernon Hills, IL

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Entrance Canopy



Victory Centre of Vernon Hills
Vernon Hills, IL

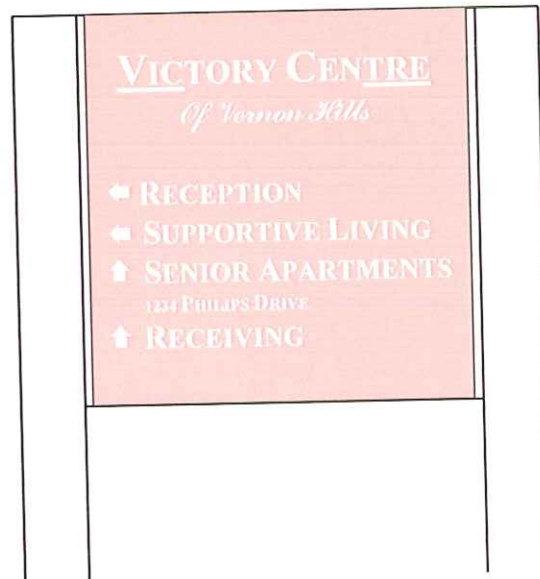
Site Plan with Directional Sign Locations



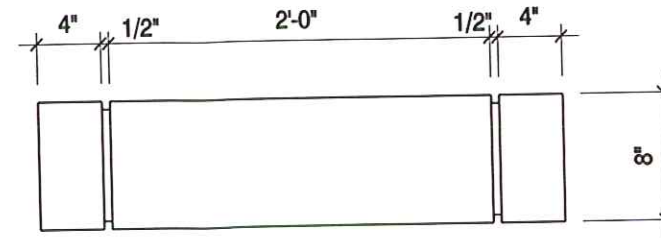
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Job No. 08021 © 2010



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Sign #1 East Elevation



Plan

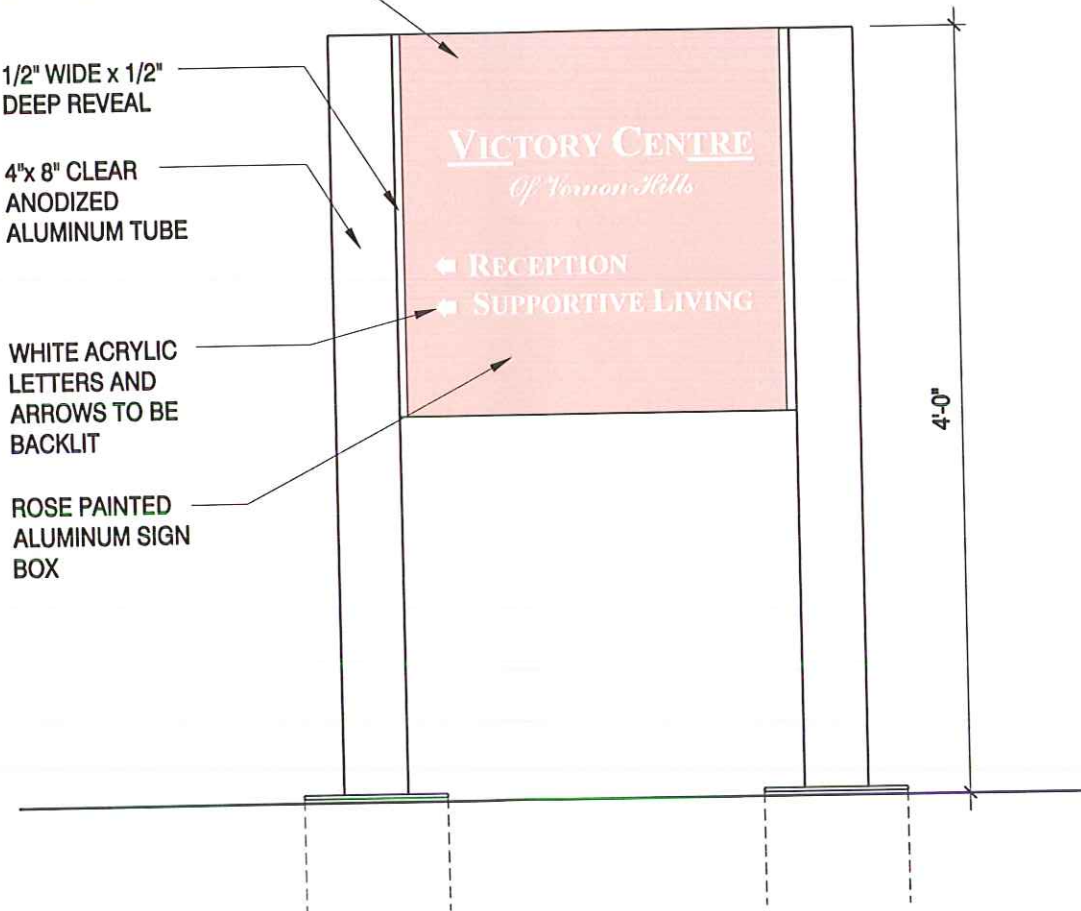
24"x 24"x 8" DEEP
SQUARE ALUMINUM
SIGN BOX

1/2" WIDE x 1/2"
DEEP REVEAL

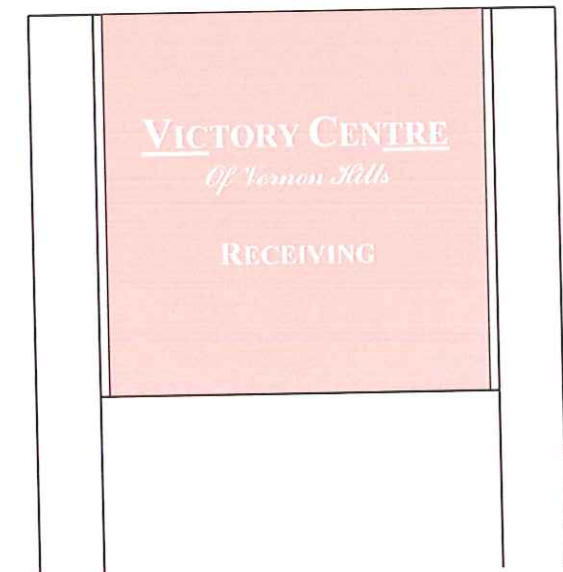
4"x 8" CLEAR
ANODIZED
ALUMINUM TUBE

WHITE ACRYLIC
LETTERS AND
ARROWS TO BE
BACKLIT

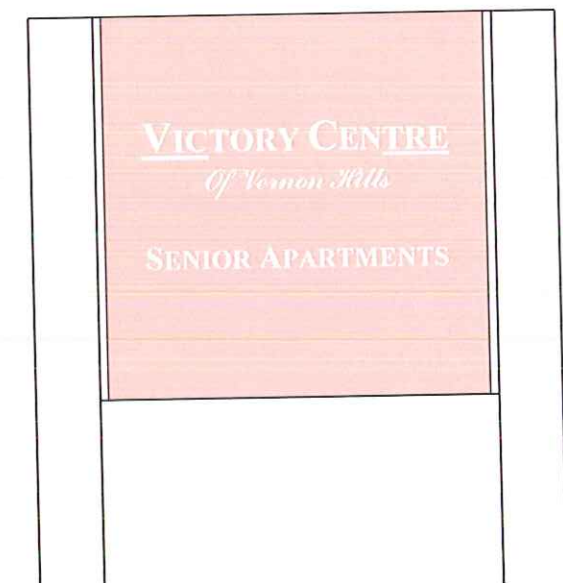
ROSE PAINTED
ALUMINUM SIGN
BOX



Sign #1 West Elevation



Sign #2



Sign #3

Directional Signs



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Vernon Hills, IL

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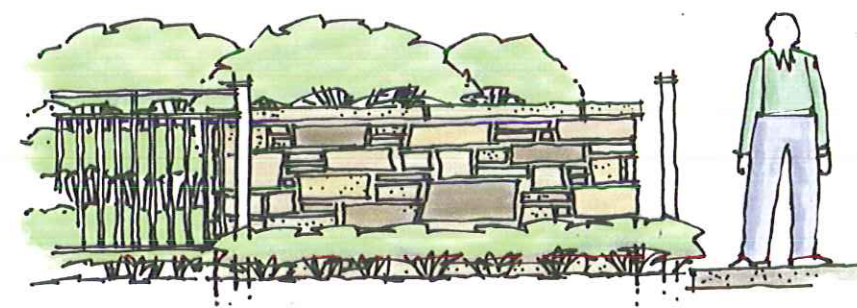
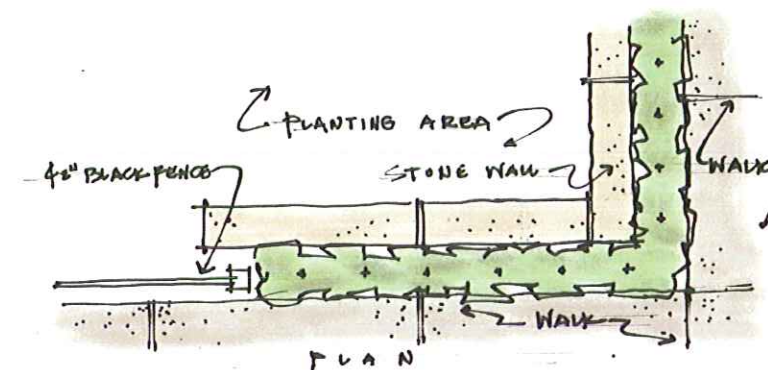
February 5, 2010 ARCHITECTS + PLANNERS, INC.



G A Z E B O



G R O U N D S I G N



W A L L & F E N C E
E L E V A T I O N

Site Amenities



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Vernon Hills, IL

43 South Vail Avenue
Arlington Heights, Illinois 60005
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48" Capri Bench by
Freedom Outdoor
Furniture



9' Diameter Market
Style Umbrella by
Freedom Outdoor
Furniture



Rolling Rack Bike
Rack by Dero Bike
Rack Co.



Days End Chair by
Freedom Outdoor
Furniture



48" Pedestal Table by
Freedom Outdoor
Furniture

Site Amenities



Victory Centre of Vernon Hills
Vernon Hills, IL

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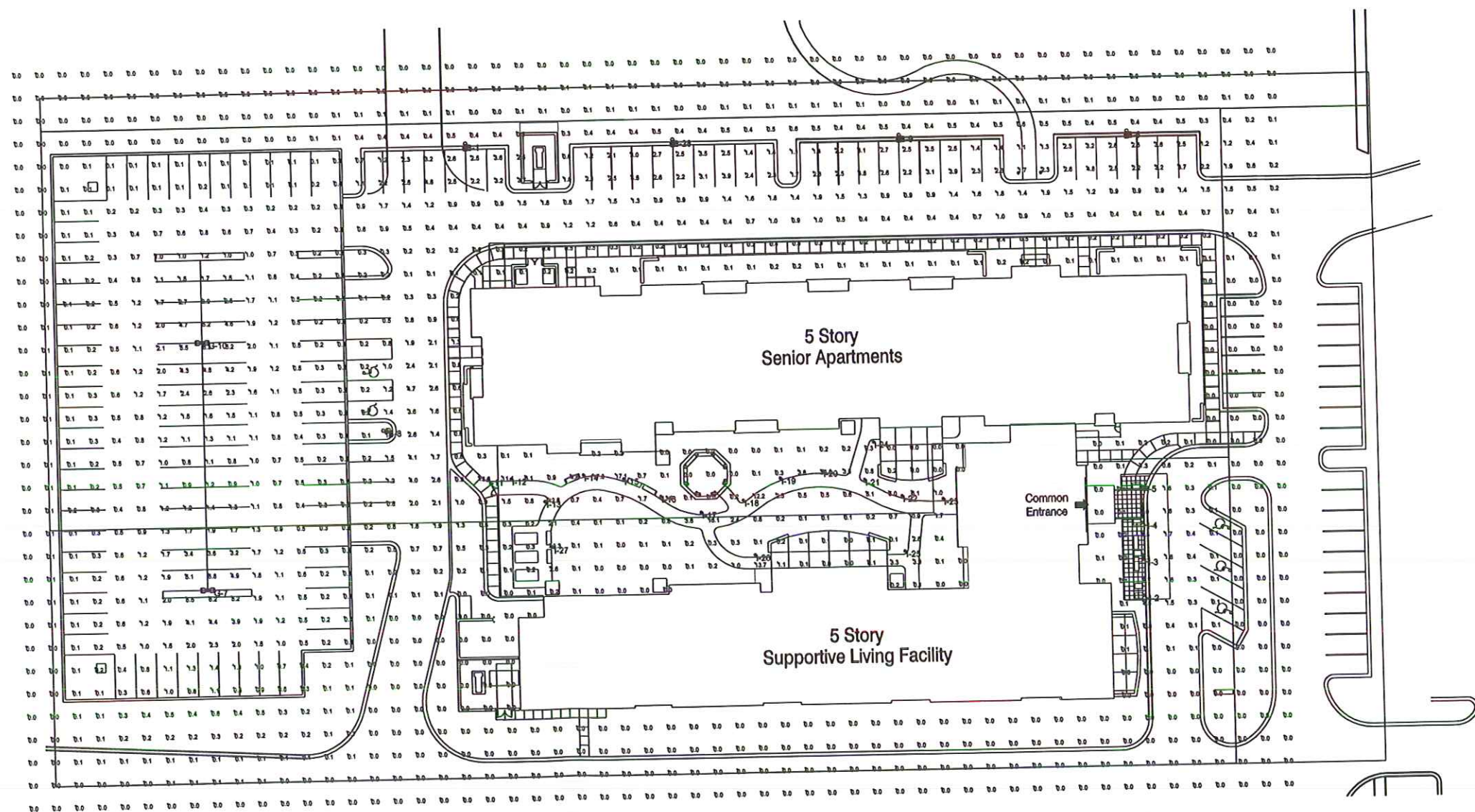
HKM
ARCHITECTS + PLANNERS, INC.

February 5, 2010

LUMINAIRE SCHEDULE									
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
⊙	B	5	KAR1 250M R3 HS (PULSE START)	CIRC. AREA, SHARP CUT-OFF, LUMINAIRE, HOUSESIDE SHIELD.	ONE (1) 250 WATT CLEAR ED28 PULSE START METAL HALIDE LAMP IN HORIZONTAL POSITION	KSF1_175M_R3_HS_(PULSE_START).ies	22000	0.72	288
⊙	G	2	KAR1 175M R3 SCWA	CIRC. AREA, SHARP CUT-OFF, LUMINAIRE	ONE 175-WATT CLEAR PULSE START METAL HALIDE, HORIZONTAL POSITION.	KAR1_175M_R3_(PULSE_START).ies	14400	0.72	416
⊙	H	4	6514P	WALL MOUNTED LUMINAIRE W/SHIELDED LIGHT SOURCE, THREE-PLY OPAL GLASS DIFFUSER	(2) 28W CF QUAD-2P	6514P.IES	1600	0.75	120
⊙	I	17	6691MH	HEAVY DUTY SINGLE HEAD BOLLARD W/ASYMMETRICAL DISTRIBUTION	(1) 100W ED-17 MH	6691MH.IES	8800	0.72	100

STATISTICS					
Description	Symbol	Avg	Max	Min	Max/Min
Calc Zone #1	+	0.7 fc	20.0 fc	0.0 fc	N/A

LUMINAIRE LOCATIONS					
No.	Label	Location X	Y	MH	Orientation
1	B	6237.8	-385.1	23.0	180.0
2	H	6530.8	-587.5	10.0	90.0
3	H	6530.8	-571.8	10.0	90.0
4	H	6530.8	-555.8	10.0	90.0
5	H	6530.8	-539.8	10.0	90.0
6	B	6527.8	-385.1	23.0	180.0
7	G	6119.7	-577.1	23.0	90.0
8	B	6199.7	-509.1	23.0	90.0
9	B	6428.4	-585.1	23.0	180.0
10	G	6119.7	-469.1	23.0	90.0
11	I	6244.0	-531.4	3.5	212.9
12	I	6264.0	-531.3	3.5	180.0
13	I	6268.6	-541.4	3.5	57.3
14	I	6285.7	-530.1	3.5	160.6
15	I	6303.6	-532.1	3.5	206.6
16	I	6319.7	-540.2	3.5	220.9
17	I	6337.2	-547.5	3.5	180.0
18	I	6355.7	-542.6	3.5	144.0
19	I	6372.2	-533.3	3.5	150.9
20	I	6391.0	-530.4	3.5	180.0
21	I	6409.5	-534.6	3.5	207.6
22	I	6425.9	-542.0	3.5	180.0
23	I	6443.8	-543.6	3.5	180.0
24	I	6413.8	-518.2	3.5	-90.0
25	I	6426.6	-568.1	3.5	140.4
26	I	6300.3	-568.6	3.5	180.0
27	I	6271.7	-561.6	3.5	-90.0
28	B	6328.6	-385.1	23.0	180.0



Site Photometrics



Victory Centre of Vernon Hills
Vernon Hills, IL



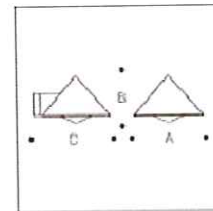
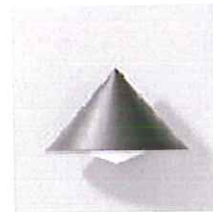
0 30' 60' 120'

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Arlington Heights, Illinois 60005
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Wall Mounted Fixture - BEGA 6514P - Black Finish



Surface wall with shielded light source

Designed for down lighting for interior and exterior locations featuring asymmetrical light distribution.

Wall mounted luminaires with shielded light source. Die-cast aluminum construction with three-ply opal glass diffuser.

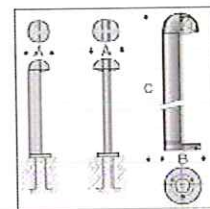
U.L. listed, suitable for wet locations.

Protection class: IP44

Finish: Standard BEGA colors.

Select product No. for details	Lamp	β	LEED	Lumen	A	B	C	D	E	Temp°C
6510.538	(1) 60W A-19 MED		LZ-2	850	11	7 1/2	12 3/8			
6513	(2) 60W A-19 MED		LZ-2	1700	15 3/4	10 5/8	17 3/4			
6511P.538	(1) 13W CF quad-2p		LZ-2	860	11	7 1/2	12 3/8			
6514P	(2) 26W CF quad-4p		LZ-2	3600	15 3/4	10 5/8	17 3/4			

Bollard Light Fixture - BEGA 8691MH - Black Finish



Bollard with shielded light source

Designed for effective lighting of landscapes, pathways, and open spaces from a low mounting height featuring asymmetrical light distribution.

Bollards with impact resistant, heavy pressed glass lens. Die-cast aluminum top and internal twin reflector optical system.

U.L. listed, suitable for wet locations.

Protection class: IP55

Finish: Standard BEGA colors.

Select product No. for details	Lamp	β	LEED	Lumen	A	B	C	D	E	Temp°C
8691MH Single	(1) 100W ED-17 MH C		LZ-2	8800	10 1/4	10 1/4	47 1/4			
8692MH Twin	(2) 100W ED-17 MH C		LZ-2	17600	13 7/8	10 1/4	47 1/4			

Pole Mounted Light Fixture - Black Finish



FEATURES & SPECIFICATIONS

INTENDED USE

Best suited for use in parking lots, plazas or entrances.

CONSTRUCTION

Rugged, heavy-gauge, spun aluminum housing in centriform shape. Aluminum door frame with 1/8" impact-resistant, tempered, glass lens. Stainless steel external hardware. One-piece EPT closed-cell housing gasket. Horizontally-oriented, mogul-base porcelain socket with copper alloy, nickel-plated screw shell and center contact. UL listed 1500W - 600V, 4KV pulse rated. For use with US lamps.

FINISH

Standard finish is dark bronze (DDB), polyester powder, with other architectural colors available.

INSTALLATION

Contoured, extruded 9" aluminum arm with integral splice compartment for pole or wall mounting. Optional mountings available.

OPTICAL SYSTEM

Anodized, hydroformed aluminum reflectors. Two IES cutoff distributions available: Type II (Roadway), Type III (Asymmetric). Reflectors hinge out for easy removal during installation and maintenance.

ELECTRICAL SYSTEM

Constant wattage autotransformer (1-20°F starting) is used with 175-250W. Ballast is copper wound and 100% factory tested. Removable power door and positive locking disconnect plugs.

LISTING

UL listed for wet locations.

Catalog Number	
Notes	YPA

Arm-Mounted Centriform Cutoff Lighting

KAR1

METAL HALIDE
175W, 250W

15' to 25' (4.5m to 8m) Mounting



Specifications

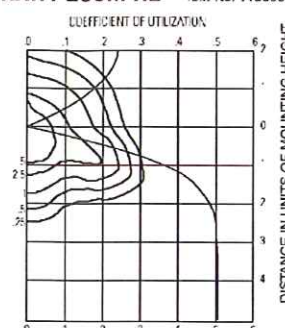
EPA: 1.2 ft² (11m²)
(includes arm)
Diameter: 19-1/2 (495)
Depth: 9-1/2 (24.1)
Arm length: 9 (22.9)
Weight: 38 lbs (15 kg)

Mounting Option	Drilling Template ¹
SPDxx, RPDxx, DAD12P	5
WWDxx, DAD12WB	6
WWDxx	7

KAR1 Arm-Mounted Centriform Cutoff Lighting

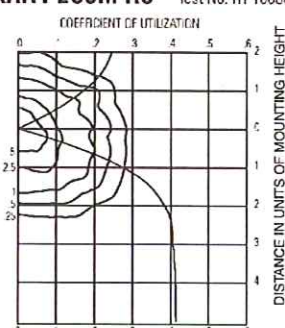
Coefficient of Utilization _____
Initial Footcandles _____

KAR1 250M R2 Test No. 1186062404



250W Metal Halide lamp, 20500 rated lumens. Footcandle values based on 20 mounting height, Distribution R2, cutoff.

KAR1 250M R3 Test No. HT 16686



250W Metal Halide lamp, 20500 rated lumens. Footcandle values based on 20 mounting height, Distribution R3, cutoff.



23'-0"

Black Finish

ORDERING INFORMATION

Choose the boldface catalog nomenclature that best suits your needs and write it on the appropriate line. Order accessories as separate catalog number.

Example: **KAR1 250M R2 23050HZ SPD09 SF DDB**

KAR1 250M	23050HZ	Mounting ⁵	Options
Series	Voltage		
KAR1 175M KAR1 250M	23050HZ ¹	SPD09 Square pole RPD09 Round pole WWD09 Wood pole or wall WBD09 Wall bracket	Shipped Installed in Fixture SF Single fuse HS House side shield (R3 only) CR Corrosion resistant finish
Distribution		Optional Mounting DAD12P Degree arm pole DAD12WB Degree arm wall KMA Mast arm adapter KTMB Twin mounting bar	Shipped Separately ² VG Vandal guard
			Architectural Colors (painted finish) ³ Standard Colors DDB Dark bronze (standard) DWH White DBL Black Classic Colors DMB Medium bronze DNA Natural aluminum DSS Sandstone DGC Charcoal gray DTG Tennis green DBR Bright red DSB Steel blue

NOTES:

- Operates 220, 230 and 240 volt 50HZ.
- May be ordered as accessory.
- Order as separate line item. Important: with this accessory, an RPD09 or optional DAD12P mounting arm must be ordered on the fixture.
- Other architectural colors available; see Architectural Colors brochure.
- For arm mounting, refer to technical data section in the Outdoor binder for drilling template.

Accessories: Tenon Mounting Splitter³

Number of fixtures	
Tenon O.D.	One
2-3/8" (6)	T20-190
2-7/8" (7.3)	T25-190
4" (10.2)	T35-190
Two@180°	T20-290
Two@90°	T20-290
Three@120°	T20-390
Three@90°	T20-390
Four@90°	T20-490
Two@180°	T25-290
Two@90°	T25-290
Three@120°	T25-390
Three@90°	T25-390
Four@90°	T25-490

Outdoor

Sheet #: KAR1-M-Int.



An Acuity Brands Company

Sheet #: KAR1-M-Int. ©1999 Lithonia Lighting, Rev. 02/02

KAR1-M-Int.P65

Lithonia Lighting
Acuity Lighting Group, Inc.
Outdoor Lighting
One Lithonia Way, Conyers, GA 30012-3957
Phone 770-922-9000 Fax 770-918-1209
In Canada: 1100 50th Ave., Lachine, Quebec H3T 2V3
www.lithonia.com

Mounting Height and Lux Correction Factor

(Multiply the fo (footcandle) level by the correction factor)

15 ft. (5 m) = 1.78 (15 lux)
20 ft. (6 m) = 1.00 (11.1 lux)
25 ft. (8 m) = 0.64 (6.26 lux)
30 ft. (9 m) = 0.44 (4.94 lux)

$$\frac{\text{Existing Mounting Height}^2}{\text{New Mounting Height}^2} = \text{Correction Factor}$$

Site Lighting Fixtures



Victory Centre of Vernon Hills
Vernon Hills, IL

43 South Vail Avenue
Arlington Heights, Illinois 60005
Job No. 08021 © 2010



February 5, 2010 ARCHITECTS + PLANNERS, INC.

Recessed Can Light Fixture

FEATURES

OPTICAL

- Reflector - Self-flanged, specular clear or semi-diffuse reflector. Bounding Ray Optical Principle design provides lamp before lamp image and smooth transition from top of reflector to bottom. Minimum flange matches reflector finish. White painted flange optional.
- Baffle/cone - Specular clear upper reflector. Microgroove baffle with white painted flange or specular black cone with flange that matches cone finish.
- 1/8" tempered clear or prismatic glass lens.

MECHANICAL

- 16-gauge galvanized steel mounting/plaster frame with friction support springs to retain optical system. Accommodates up to 7/8" thick ceiling standard. See Accessories for increased ceiling thickness capability.
- Mounting bars are 16-gauge galvanized steel with continuous 4" vertical adjustment, held in place with tool-less, cam-action locking system. Post installation adjustment possible without the use of tools from above or below the ceiling. Shipped pre-installed.
- Galvanized steel junction box with bottom-hinged access covers and spring latches. Two combination 1/2"-3/4" and four 1/2" knockouts for straight-through conduit runs. Capacity: 8 (4 in, 4 out) No. 12 AWG conductors rated for 90°C.

ELECTRICAL SYSTEM

- Die-cast aluminum lampholder housing. Designed for effective heat dissipation and positive light center positioning.
- Medium-base porcelain socket with nickel-plated screw shell. Extended porcelain socket for "open fixture" rated metal halide lamps.
- Prewired, enclosed-and-potted, 120/277V or 120/347V ballast tray module. Module can be attached before or after mounting of mounting/plaster frame.
- Thermally-activated insulation detector.

LISTING

- Fixtures are UL Listed for thru-branch wiring, recessed mounting and damp locations. Listed and labeled to comply with Canadian Standards (see Options).

ENERGY

LER/DOL	Annual Energy Cost	Lamps	Lamp Lumens	Ballast Factor	Input Watts
40	\$5.95	(1)100W MHC	8700	1.00	125

Calculated in accordance with NEMA standard E-5.

ORDERING INFORMATION

Choose the boldface catalog nomenclature that best suits your needs and write it on the appropriate line. Order accessories as separate catalog numbers (shipped separately).

AH

Series	Reflector Type	Finish	Lens Type ⁴	Voltage	Options
AH	8AR Clear (blank)	Specular	CGL Safety glass	120	WLP With lamp (shipped separately).
	8PR Pewter	low iridescent	T73 Tempered	277	TRW White painted flange. (Standard with 8MB.)
	8WTR Wheat	LD Semi-diffuse	Prismatic Lens	347	LRC ⁵ Provides compatibility with Lithonia Reloc System.
	8UBR Umber	low iridescent			QRS Quartz restrike system (uses maximum 100W DC base quartz lamp by others).
	8CR Champagne	low iridescent			QRSTO Quartz restrike system with time delay. Operates like QRS, except quartz lamp remains on for two minutes after HID lamp restrikes.
	8GR Gold				EC Emergency circuit (DC socket with leads for connection to external emergency power source; maximum 100W lamp).
	8MB ¹ Black Baffle				SF Single fuse.
	8BC ¹ Black Cone				CSA Listed and labeled to comply with Canadian Standards.
					HEB Electronic ballast.

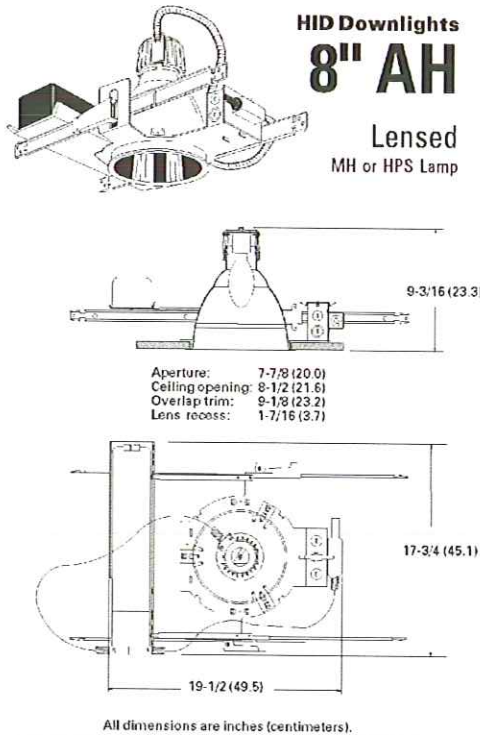
NOTES

- California Title 20 compliant. Not available in 347V.
- Ceramic arc tube consistent color lamp.
- Philips MasterColor or GE ConstantColor.
- Not available with finishes.
- Provided with lampholder for enclosed metal halide lamp.
- For compatible Reloc systems, refer to options and accessories tab.

Accessories

- Order as separate catalog number:
- SC8 Sloped ceiling adaptor. Degree of slope must be specified (10D, 15D, 20D, 25D, 30D). Ex: SC8 10D.
 - CTA8 Ceiling thickness adaptor (extends mounting frame to accommodate ceiling thickness up to 2").

Type Catalog number



All dimensions are inches (centimeters).

Example: AH 100M 8AR CGL 120

8" AH Lensed

Distribution curve	Distribution data	Output data	Coefficient of utilization	Illuminance Data at 30' Above Floor for a Single Luminaire
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AH 100M 8AR CGL, (1) MP100/C/U/MED lamp, 7900 rated lumens, 1.2 s/mh, test no. LTL8010

	90°	From 0°	cp	Lumens	Zone	Lumens	%lamp	p/c				Mount height	Initial fc at beam center	50° beam angle 62.1°		10° beam angle 88.7°			
								80%	70%	50%	30%			fc at beam edge	fc at beam edge	fc at beam edge	fc at beam edge		
880	0°	3755	0	0°-30°	3355	42.5	1	78	76	76	74	73	72	8	124.1	6.6	62.1	10.4	12.4
	5°	3867	379	0°-40°	4752	60.2	2	72	69	70	68	68	66	10	66.8	9.0	33.4	14.2	6.7
1760	15°	4397	1232	0°-60°	5563	70.4	3	66	62	65	62	63	60	12	41.6	11.4	20.8	17.9	4.2
	25°	3843	1745	0°-90°	5569	70.5	4	61	57	60	56	58	55	14	28.4	13.8	14.2	21.7	2.8
3640	35°	2257	1397	90°-180°	0	0.0	5	57	52	56	52	55	51	16	20.6	16.2	10.3	25.5	2.1
	45°	821	654	0°-180°	5569	70.5*	6	53	48	52	48	51	47						
	55°	146	157				7	49	44	49	44	48	44						
	65°	4	6				8	46	41	46	41	45	41						
3520	75°	0	1				9	43	38	42	38	42	38						
	85°	0	0				10	40	36	40	36	39	35						
4400	90°	0	0																

AH 100MHC 8AR CGL, (1) MPC100/C/U/MED lamp, 8700 rated lumens, 1.3 s/mh, test no. LTL8011

	From 0°		cp.	Lumens	Zone	Lumens	%lamp	p/c				Mount height	Initial fc at beam center	50° beam angle 65.6°		10° beam angle 92.4°			
	p/w	30°	80%	70%	50%	30%	50%	30%	fc at beam edge	fc at beam edge	fc at beam edge			fc at beam edge					
	800	0°	3523	0	0°-30°	3170	36.4	1	76	74	74			72	71	70	8	116.5	7.1
1600	5°	3606	349	0°-40°	4797	55.1	2	69	66	68	65	66	64	10	62.6	9.7	31.3	15.6	6.3
2400	15°	3886	1104	0°-60°	5590	68.8	3	64	60	63	59	61	58	12	38.0	12.2	19.5	19.9	3.9
3200	25°	3779	1717	0°-90°	6003	69.0	4	59	54	58	54	56	53	14	26.6	14.8	13.3	24.0	2.7
4000	35°	2654	1626	90°-180°	0	0.0	5	54	49	53	49	52	48	16	19.3	17.4	9.7	28.1	1.9
	45°	1188	931	0°-180°	6003	69.0*	6	50	45	49	45	48	44						
	55°	256	262				7	46	41	46	41	45	41						
	65°	7	11				8	43	38	42	38	42	37						
	75°	0	2				9	40	35	39	35	39	35						
	85°	0	0				10	37	33	37	33	36	32						
	90°	0	0																

AH 150M 8AR CGL, (1) MP150/C/U/MED lamp, 12000 rated lumens, 1.2 s/mh, test no. LTL8012

	From 0°	cp	Lumens	Zone	Lumens	%lamp	p/c p/w	80% 50% 30%	70% 50% 30%	50% 30%	Mount height	Initial fc at beam center	50° beam angle 60.9°		10° beam angle 88.1°		
	0°			0°-30°			1	77 75	76 74	73 71		fc at beam edge	fc at beam edge	fc at beam edge	fc at beam edge		
	1220	5°	5903	0	0°-30°	4775	39.8	1	77 75	76 74	73 71	8'	195.1	6.5'	97.6	10.6	19.5
	2440	15°	6000	575	0°-40°	6559	58.0	2	71 68	70 67	67 65	10	104.9	8.8	52.5	14.5	10.5
	3660	25°	6030	1705	0°-60°	8403	70.0	3	65 61	64 61	62 59	12	65.4	11.2	32.7	18.4	6.5
	4880	35°	5503	2465	0°-90°	8412	70.1	4	60 56	59 55	58 54	14	44.6	13.5	22.3	22.2	4.5
	6100	45°	3548	2183	90°-180°	0	0.0	5	54 49	53 49	52 48	16	32.4	15.9	16.2	26.1	3.2
		55°	1452	1144	0°-180°	8412	70.1*	6	52 47	51 47	50 46						
		65°	280	300				7	48 43	47 43	47 43						
		75°	6	9				8	45 40	44 40	43 39						
		85°	0	0				9	42 37	41 37	41 37						
		90°	0	0				10	39 35	39 34	38 34						

AH 100MHC 8MB CGL, (1) MPC100/C/U/MED lamp, 8700 rated lumens, 1.2 s/mh, test no. LTL8043

Footcandle p/c	From 0° p/w	cp	Lumens	Zone	Lumens	%lamp	p/c				Mount height	50° beam angle 60.7°		10° beam angle 90.4°					
							80%	70%	50%	30%		fc at beam center	fc at beam edge	fc at beam center	fc at beam edge				
							50%	30%	50%	30%		50%	30%	50%	30%				
780	0°	3587	0	0°-30°	2866	34.1	1	68	67	67	66	65	63	8	116.6	6.4	59.3	11.1	11.9
1560	5°	3624	348	0°-40°	4354	50.0	2	63	60	62	59	60	58	10	63.8	8.8	31.9	15.1	6.4
	15°	3817	1075	0°-60°	5412	62.2	3	59	54	57	54	55	52	12	35.7	11.1	19.9	19.1	4.0
2340	25°	3398	1542	0°-90°	5424	62.3	4	54	49	52	49	51	48	14	27.1	13.5	13.6	23.1	2.7
	35°	2249	1388	90°-180°	0	0.0	5	49	45	48	45	47	44	16	19.7	15.8	9.8	27.2	2.0
3120	45°	1041	813	0°-180°	5424	62.3*	6	45	41	45	41	44	40						
	55°	252	245				7	42	38	42	38	41	37						
3900	65°	4	11				8	39	35	39	35	38	34						
	75°	0	0				9	36	32	36	32	36	32						
	85°	0	0				10	34	30	34	30	33	30						
	90°	0	0																

AH 100MHC 8BC CGL, (1) MPC100/C/U/MED lamp, 8700 rated lumens, 1.2 s/mh, test no. LTL8042

		From 0°		Zone	Lumens	%lamp	p/c p/w	p/c				Mount height	Initial fc at beam center	50° beam angle 60.8°		10° beam angle 90.1°			
		cp	Lumens					80%	70%	50%	30%			fc at beam edge	fc at beam edge	fc at beam edge	fc at beam edge		
760	0°	3528	0	0°-30°	2931	33.7	1	67	66	66	64	63	62	8	116.6	6.5	58.3	11.0	11.7
	5°	3570	344	0°-40°	4291	49.3	2	62	59	61	58	59	57	10	62.7	8.8	31.4	15.0	6.3
1520	15°	3766	1062	0°-60°	5310	61.0	3	57	53	56	53	54	52	12	35.1	11.1	19.5	19.0	3.9
	25°	3365	1526	0°-90°	5324	61.2	4	52	48	52	48	50	47	14	26.7	13.5	13.3	23.0	2.7
2280	35°	2203	1360	90°-180°	0	0.0	5	48	44	48	44	46	43	16	19.4	15.8	9.7	27.1	1.9
	45°	1006	787	0°-180°	5324	61.2*	6	45	40	44	40	43	40						
	55°	236	232				7	41	37	41	37	40	37						
	65°	7	12				8	38	34	38	34	37	34						
3040	75°	0	0				9	36	32	36	32	35	31						
	85°	0	0				10	34	30	34	30	33	29						
3800	90°	0	0																

NOTES

- For electrical characteristics consult technical data tab.
- Tested to current IES and IESNA standards under stabilized laboratory conditions. Various operating factors can cause differences between laboratory data and actual field measurements. Dimensions and specifications are based on the most current available data and are subject to change without notice.

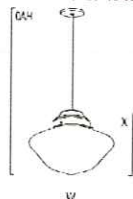
DHID-250

Gazebo Pendant Light Fixture - Black Finish

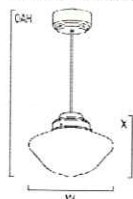
SAMPLE CATALOG NUMBER					
CP4510	Model Number	1PH100(MTAP)	BRNZ	XPS	OAH(36)
		Lamping Option (Voltage)	Finish	Option	Option
Model Number	Dimensions		Lamping Options	Finish	Options
CP4510	W	14"	1N150 1PH100	PTD	DCC
	OAH	36"		*BCB	OAH
	X	11-3/4"		*CB	QRS
	Globe	14x8-3/8"		*PB	SBC
CP4512	W	18"	1N150 1PH100	*SN	XPS
	OAH	36"		PTD	DCC
	X	12-3/8"		*BCB	OAH
	Globe	18x10-3/4"		*CB	QRS
CP4514	W	14"	2QF26	*PB	SBC
	OAH	36"		*SN	XPS
	X	11-3/4"		PTD	DCC
	Globe	14x8-3/8"		*BCB	OAH
CP4516	W	18"	2QF26	*CB	QRS
	OAH	36"		*PB	SBC
	X	12-3/8"		*SN	XPS
	Globe	18x10-3/4"		PTD	DCC

LINE DRAWINGS

CP4510 / CP4512



CP4514 / CP4516



ABBREVIATION KEY

* Indicated Finish or Option is not available with XPS

W Width
OAH Overall Height
X Housing Height

Lamping Options (Voltage)
QF26 26w quad, 4 pin, G24q3 base, FLR (MVOLT, 347V)
N150 150w A21, medium base, INC (120V)
PH100 100w ED-17, medium base, pulse start MH (MTAP, 347V)

Specify Voltage, MVOLT or MTAP
MVOLT is a ballast that operates 120V through 277V
MTAP is a ballast that operates 120V or 277V

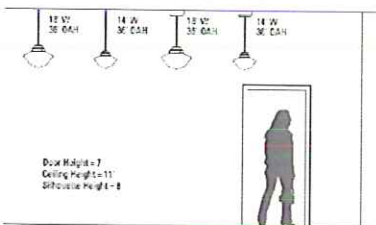
Finishes (see inside back cover)
PTD Painted - specify color code (ex. BRNZ for Bronze)
*BCB Brushed Chrome
*CB Polished Chrome
*PB Polished Brass
*SN Satin Nickel

Options
DCC Damp clear coat required for all metal finishes in damp locations
OAH Overall height variation from standard. Include desired height in inches. (ex. OAH(36) will produce an overall fixture height of 36")
QRS Quartz resistor, 100w T4 dc bayonet base, specify 120V or 277V
SBC Surface mounted ballast canopy for HID lamping
XPS Express 10 day shipping

PHOTOMETRICS and BIM

Complete EIM (Building Information Modeling) and photometric files for these models may be downloaded from www.visalighting.com

IES File Number	Reports	LER
CP4510-1N150	15	15
CP4510-1PH100	43	43
CP4510-2N150	15	15
CP4510-2PH100	43	43



Optional Integral HID Surface Mounted Ballast Canopy (SBC)



Printed on Total Recovered Fiber 100% Post-Consumer Fiber

CP4510-BRNZ

SCHOOL HAUS™

COMPANIONS

Ceiling P 232

Ceiling P 232

FEATURES

- 5 year product warranty
- White glass diffuser
- Oven cured no VOC acrylic powder coat for painted finishes, oven cured low VOC clear coat on metal finishes
- Easy tool-less relamping
- Fluorescent lamping (CP4514, CP4516)
- Incandescent or pulse start HID lamping (CP4510, CP4512)
- Use coated lamps for HID or incandescent applications
- High power factor electronic ballast (fluorescent lamping)
- Surface ballast canopy standard for fluorescent lamping
- Remote mounted HID ballast with long distance ignitor standard, 50' maximum ballast to lamp distance; 15' maximum for 347V
- Mounts to standard electrical junction box (by others)
- For sloped ceiling up to 45 degrees from horizontal

SUGGESTED VARIATIONS

- Specialty finishes to match architectural detail
- 10" diameter "School Haus" white glass diffuser or other glass diffuser shape with 6" flange
- Can accommodate Metal Halide lamping up to 150w
- Fluorescent lamping up to (2) 42w CF
- Add fluorescent dimming ballast, (Lutron only)
- Add remote emergency battery pack
- Include fused circuit protection
- Sloped ceiling adapter for ceiling slopes greater than 45 degrees
- Weather tether to secure fixture from wind or excess movement. Safety requirement for all outdoor covered applications
- Can be configured to accommodate lowering system mounting (by others)

Approved for indoor damp locations. Metal finishes require DCC (damp clear coat) for 5 year warranty.

VISA LIGHTING
An Oldenburg Group Company
800-788-VISA www.visalighting.com