

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2018-152

AN ORDINANCE AUTHORIZING THE EXCHANGE OF PROPERTIES BETWEEN THE VILLAGE OF VERNON HILLS AND THE VERNON HILLS PARK DISTRICT - 7 PHILLIP ROAD AND 1400 INDIANWOOD DRIVE PROPERTIES

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village of Vernon Hills (*“Village”*) recognizes the Vernon Hills Park District’s (*“Park District”*) role in operating and maintaining open park space within the Village; and

WHEREAS, the Park District is the current owner of the 7 Phillip Road maintenance building and parcel; and

WHEREAS, the Park District constructed an improved maintenance facility at 1400 Indianwood Drive on Village owned land; and

WHEREAS, the Park District has leased its former maintenance facility at 7 Phillip Road to the Village; and

WHEREAS, the Park District and Village have determined that it is in the best interest of the community to transfer ownership of these properties to better reflect current operations; and

WHEREAS, Attorneys for both agencies drafted a “Real Estate and Access Agreement” which is attached to this ordinance and recommend approval of said agreement.

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

SECTION 1: AUTHORIZATION & RELEASE OF PAYMENT: The Village Manager is authorized to execute the “Real Estate and Access Agreement” and any required documentation to provide for the exchange of the above referenced real estate.

SECTION 2: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 3: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2018-152.

Dated the 7th of November, 2018

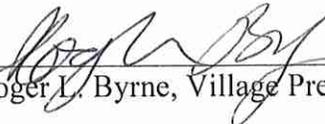
Adopted by roll call votes as follows:

AYES: 4 – Marquardt, Koch, Brown, Schultz

NAYS: 0 - None

ABSTAIN: 1 - Oppenheim

ABSENT AND NOT VOTING: 1- Takaoka

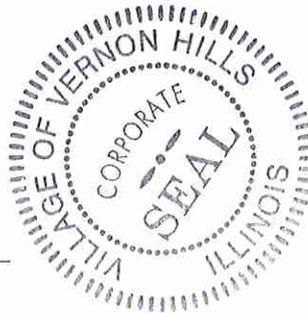


Roger L. Byrne, Village President

PASSED: 11/07/2018
APPROVED: 11/07/2018
ATTEST:



Mark Fleischhauer, Village Clerk



REAL ESTATE EXCHANGE AND ACCESS AGREEMENT

THIS REAL ESTATE EXCHANGE AND ACCESS AGREEMENT (the "Agreement") is made by and between the **VILLAGE OF VERNON HILLS**, an Illinois home rule corporation (the "Village") and the **VERNON HILLS PARK DISTRICT**, an Illinois park district (the "District"). The Agreement shall be deemed dated and become effective (the "Effective Date") on the date the last of the authorized signatories of the Village and the District shall sign this Agreement. The District and the Village may individually be referred to herein as a "Party" or collectively as the "Parties".

FOR AND IN CONSIDERATION OF the premises set forth herein, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. PROPERTY.

(a) The Village shall convey to the District, and the District shall acquire from the Village, in fee simple, simultaneously with the transfer set forth in Section 1(b) below and subject to and upon the terms and conditions herein, that certain real property more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements located thereon, all fixtures attached thereto, and all easements, rights, oils, minerals, gas and hydrocarbons belonging in any way to the real estate, and all supplies, personal property, contracts, services contracts, surveys, studies and leases connected with or used for the real estate (all of the foregoing are collectively hereinafter referred to as the "Village Property").

(b) The District shall convey to the Village, and the Village shall acquire from the District, in fee simple, simultaneously with the transfer set forth in Section 1(b)(a) above and subject to and upon the terms and conditions herein, that certain real property more particularly described on Exhibit B attached hereto and made a part hereof, together with all improvements located thereon, all fixtures attached thereto, and all easements, rights, oils, minerals, gas and hydrocarbons belonging in any way to the real estate, and all supplies, personal property, contracts, services contracts, surveys, studies and leases connected with or used for the real estate (all of the foregoing are collectively hereinafter referred to as the "District Property"). The Village Property and the District Property may individually be referred to herein as a "Property" or collectively as the "Properties".

(c) The Parties acknowledge and agree that the value of the Village Property is approximately equivalent to the value of the District Property and the commitment to the exchange the Properties as herein contemplated shall constitute mutual consideration for this Agreement.

2. **PROPERTY EXCHANGE.** Closing shall occur at the offices of Chicago Title Insurance Company at 10 South LaSalle Street, Chicago, IL 60603 (the "Title Company") on a date and time mutually acceptable to both Parties, but in no event later than seventy-five (75) days after the Effective Date. At closing both Parties will deliver the following:

(a) Fee simple title to their Property by way of a warranty deed subject only to covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Property; and general real estate taxes not due and payable at the time of Closing.

(b) Affidavit of Title, GAP Undertaking, ALTA Statement and such other documents as are usual and customary or as required by the Title Company to consummate the transactions contemplated herein and to provide extended coverage.

(c) A Bill of Sale conveying the personal property located on or used with the Property.

(d) If needed, an Assignment of Contracts, Leases and Security Deposits transferring all licenses, permits, contracts, service contracts, leases, and security deposits to the acquiring Party.

(e) Any Resolution or other authorizing document required by the Title Company to consummate the transactions; and

(f) Originals of all documents set forth in Section 3 below.

3. **EXISTING PROPERTY DOCUMENTATION.**

(a) Within ten (10) business days following the Effective Date, the Village shall deliver to the District the documents listed below relating to the Village Property (the "Village Property Documents"), to the extent they are in the Village's possession or control and the Village shall deliver to the District a Certificate stating that it has delivered all Village Property Documents in its possession or control (the "Village Certificate"). If the Village is delayed or late in delivering any of the Village Property Documents or the Village Certificate, then the expiration of the District Feasibility Period (defined in Section 4(b) below) will be extended one (1) day for each day that Village is late in delivering all such Village Property Documents or the Village Certificate to the District.

(i) All surveys, plats, site plans, and as-built building plans, relating to the Village Property;

(ii) Copies of existing title insurance policies issued for the Village Property and any unrecorded agreements affecting the Village Property;

(iii) All specifications, appraisals, and access documents relating to the Village Property, including those relating to approved or permitted improvements not yet built, if any;

(iv) Copies of all licenses, contracts, service contracts, permits, leases, agreements and obligations currently in effect relating to the Village Property;

(v) Copies of all engineering, architects and physical inspection reports;

(vi) Copies of all environmental reports in the Village's possession at the time this Agreement is executed, including, but not limited to Phase I or Phase II reports and the like and any notices from any governmental authority, including, but not limited to the United States Environmental Protection Agency and/or Illinois Environmental Protection Agency, regarding the Village Property; and

(vii) Copies of all communication from all governmental agencies regarding the Village Property including any notices regarding building, health or safety violations.

This obligation to deliver or to make available to the District the Village Property Documents pertaining to the Village Property shall be a continuing obligation of the Village during the term of this Agreement.

(b) Within ten (10) business days following the Effective Date, the District shall deliver to the Village the documents listed below relating to the District Property (the "**District Property Documents**"), to the extent they are in the District's possession or control and the District shall deliver to the Village a Certificate stating that it has delivered all District Property Documents in its possession or control (the "**District Certificate**"). If the District is delayed or late in delivering any of the District Property Documents or the District Certificate, then the expiration of the Village Feasibility Period (defined in Section 4(b)(a) below) will be extended one (1) day for each day that the District is late in delivering all such District Property Documents or the District Certificate to the Village.

(i) All surveys, plats, site plans, and as-built building plans, relating to the District Property;

(ii) Copies of existing title insurance policies, including exceptions, issued for the District Property and any unrecorded agreements affecting the District Property;

(iii) All specifications, appraisals, and access documents relating to the District Property, including those relating to approved or permitted improvements not yet built, if any;

(iv) Copies of all licenses, contracts, service contracts, permits, leases, agreements and obligations currently in effect relating to the District Property;

(v) Copies of all engineering, architects and physical inspection reports;

(vi) Copies of all documents relating to environmental tests pertaining to the District Property and any adjoining lands performed on behalf of the District, copies of all environmental reports, including, but not limited to Phase I or Phase II reports and the like and any notices from any governmental authority, including, but not limited to the United States Environmental Protection Agency and/or Illinois Environmental Protection Agency, regarding the District Property;

(vii) Copies of any records evidencing that environmental tests have been performed and that remediation of hazardous substances identified as a result of such testing has been undertaken and/or completed; and

(viii) Copies of all communication from all governmental agencies regarding the District Property including any notices regarding building, health or safety violations.

This obligation to deliver or to make available to the Village the District Property Documents pertaining to the District Property shall be a continuing obligation of the District during the term of this Agreement.

4. VILLAGE AND DISTRICT FEASIBILITY PERIODS.

(a) The District shall have sixty (60) calendar days following the Effective Date (the "**District Feasibility Period**") to examine the Village Property and all matters relating thereto. If the expiration day of the District Feasibility Period falls on a weekend or holiday, then the District Feasibility Period will expire on the next-following business day. For the sake of clarification, the District shall have the right to select and retain environmental and other consultants to examine and inspect the physical condition of the Village Property and Village Property Documents, to conduct a site assessment and environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate. The Village hereby grants, and will cause any tenants to grant, to the District and its consultants, their employees, agents, subcontractors and representatives, authorization to enter upon the Village Property to conduct the environmental and engineering investigations. During the District Feasibility Period, if the District determines, in its sole discretion, that the Village Property is not suitable to the District then the District may terminate this Agreement by delivering to the Village written notice of the same. Provided; however, that if the District does not deliver to the Village notice of termination as described herein then the District shall be deemed to have accepted the Village Property subject to the terms, conditions and provisions of this Agreement, including the contingencies specified in Section 9(b).

(b) The Village shall have sixty (60) calendar days following the Effective Date (the "**Village Feasibility Period**") to examine the District Property and all matters relating thereto. If the expiration day of the Village Feasibility Period falls on a weekend or holiday, then the Village Feasibility Period will expire on the next-following business day. For the sake of clarification, the Village shall have the right to select and retain environmental and other consultants to examine and inspect the physical condition of the District Property and District Property Documents, to conduct a site assessment and

environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate. The District hereby grants, and will cause any tenants to grant, to the Village and its consultants, their employees, agents, subcontractors and representatives, authorization to enter upon the District Property to conduct the environmental and engineering investigations. During the Village Feasibility Period, if the Village determines, in its sole discretion, that the District Property is not suitable to the Village then the Village may terminate this Agreement by delivering to the District written notice of the same. Provided; however, that if the Village does not deliver to the District notice of termination as described herein then the Village shall be deemed to have accepted the District Property subject to the terms, conditions and provisions of this Agreement, including the contingencies specified in Section 9(b)9(a).

5. **TITLE AND SURVEY REVIEW VILLAGE PROPERTY.**

a. Within thirty (30) calendar days of the Effective Date, the Village shall provide to the District a title commitment for the Village Property from the Title Company (the "**Village Title Commitment**") and the most recent ALTA survey for the Village Property (the "**Village Property Survey**"), and, at Closing, an affidavit attesting that the Village Property has not changed since the date on the Village Survey.

b. The District shall have twenty (20) calendar days from the later of the delivery of the Village Title Commitment and the Village Property Survey to provide to the Village written notice of objections within the Village Title Commitment and the Village Property Survey (the "**District Objection Notice**"). The Village shall then have ten (10) days from the date of receipt of the District Objection Notice to (i) cure the matters, (ii) have the Title Company commit to insure against loss or damage occasioned by the matters or (iii) do nothing regarding the matters. Provided; however, if the Village fails to cure or to remove any matter contained in the District Objection Notice then the District may elect to either (i) terminate this Agreement or (ii) proceed to Closing.

6. **TITLE AND SURVEY REVIEW DISTRICT PROPERTY.**

a. Within thirty (30) calendar days of the Effective Date, the District shall provide to the Village a title commitment for the District Property from the Title Company (the "**District Title Commitment**") and the most recent ALTA survey for the District Property (the "**District Property Survey**"), and, at Closing, an affidavit attesting that the District Property has not changed since the date on the District Survey.

b. The Village shall have twenty (20) calendar days from the later of the delivery of the District Title Commitment and the District Property Survey to provide to the District written notice of objections within the District Title Commitment and the District Property Survey (the "**Village Objection Notice**"). The District shall then have ten (10) days from the date of receipt of the Village Objection Notice to (i) cure the matters, (ii) have the Title Company commit to insure against loss or damage occasioned by the matters or (iii) do nothing regarding the matters. Provided; however, if the District

fails to cure or to remove any matter contained in the Village Objection Notice then the Village may elect to either (i) terminate this Agreement or (ii) proceed to Closing.

7. **ACCESS TO THE PROPERTY.**

(a) Each Party, its agents, engineers, surveyors and other representatives, shall have the right, during the term of this Agreement, to enter upon the Property of the other Party to inspect, examine and survey such Property, to conduct engineering and/or environmental assessments and tests of such Property, and otherwise to do that which is necessary to determine the boundaries and acreage of such Property, the suitability of such Property for the uses intended by such Party, and the physical condition of such Property.

(b) The District agrees to indemnify, save, defend and hold harmless the Village from any damage, lawsuit, fines or injuries arising from the District, its agents and its employees entering onto the Village Property. Further, the Village agrees to indemnify, save, defend and hold harmless the District from any damage, lawsuit, fines or injuries arising from the Village, its agents and its employees entering onto the District Property. The obligations in this Section 7(b) shall survive Closing or termination of this Agreement.

8. **ENVIRONMENTAL REMEDIATION.** The Parties acknowledge that the District Property has environmental contamination and that the District is currently pursuing from the Illinois Environmental Protection Agency a No Further Remediation Letter (the "**NFR Letter**"). The District agrees to use diligent, commercially reasonable efforts to obtain the NFR Letter at its sole cost and expense. The obligation of the District to obtain the NFR Letter shall survive Closing. To the extent any environmental remediation is required at any time after closing, based on conditions existing prior to or at the time of closing, then such remediation shall be conducted at the District's expense and the District shall indemnify and hold harmless the Village from any and all liability, claims, causes of actions, costs, attorneys' fees or any other cost or expense incurred by the Village in connection with, or resulting from, the environmental contamination. This indemnification shall be a continuing obligation of the District and shall continue after closing and/or transfer of title.

9. **CLOSING CONTINGENCIES.**

(a) The Village's obligation to proceed to Closing are subject to and conditioned on the following (any of which may be waived in whole or in part in writing by the Village on or prior to Closing):

(i) The representations and warranties of the District contained herein continue to be true and correct as the day of closing.

(ii) The District shall be prepared to deliver title to the District Property in accordance with the terms hereof; and

(iii) The District shall have performed all of its other obligations under this Agreement.

(b) The District's obligation to proceed to Closing are subject to and conditioned on the following (any of which may be waived in whole or in part in writing by the District on or prior to Closing):

(i) The representations and warranties of the Village contained herein continue to be true and correct as of the day of Closing;

(ii) The Village shall be prepared to deliver title to the Village Property in accordance with the terms hereof; and

(iii) The Village shall have performed all of its other obligations under this Agreement.

10. **CLOSING EXPENSES.** Each Party shall be responsible for the cost of preparing and recording its respective warranty deed transferring its Property, including any transfer or recording tax. Each Party shall pay for the premium for the owner's title policy for the Property they are acquiring along with any endorsements thereon, update fees, extended coverage endorsements, later date fees and closing protection letters. Each Party shall pay for their own attorney's fees in connection with the exchange transactions contemplated herein. All escrow fees shall be divided equally between the Parties. Real estate taxes, if any, will be prorated as of the date of Closing based on 105% of the most recent ascertainable full year tax bill. Rent, if any, will be prorated as of the date of Closing.

11. **MAINTENANCE AND REPAIR.** Each Party shall maintain its Property in good condition and repair (ordinary wear and tear excepted), in compliance with all regulatory requirements and free from any liens attaching to the Property after the Effective Date. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Contract.

12. **AS-IS, WHERE-IS.** The Parties each acknowledge that they are acquiring the Property of the other Party "as-is, where-is" and that they have received no representations or warranties of any kind whatsoever, express or implied, from the other Party, its employees or its agents, as to the suitability of the Property for any use or any environmental condition. Further, each Party acknowledges that they are acquiring the other's Property based on their own investigation. Notwithstanding anything here to the contrary, except for matters expressly stated elsewhere, to the best of each Party's knowledge, and without any investigation or inquiry, there is no litigation or condemnation threatening title to the Properties or ability to convey the Properties.

13. **DEFAULT.** In the event that either Party defaults in the performance of the covenants or conditions contained herein, the non-defaulting Party shall be entitled, in addition to any other remedies at law or in equity, to compel the defaulting Party to proceed with an exchange of the Properties by a suit for specific performance and to recover all costs incidental to such Party's default. Upon such default, the non-defaulting Party shall have the right to recover from the defaulting Party all reasonable costs and expenses incurred in enforcing this Agreement, including reasonable attorney's fees.

14. **BROKERS.** Each Party hereto hereby represents and warrants to the other that, in connection with the exchange transactions contemplated herein, no third-party broker or finder has been engaged or consulted by it or, through such Party's actions (or claiming through such Party), is entitled to compensation as a consequence of the transactions. Each Party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that Party or that Party's elected officials, officers, employees, agents or affiliates in connection with this Agreement. Each Party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision shall survive the Closing.

15. **ASSIGNMENT.** Neither Party may assign this Agreement or any rights hereunder without prior written consent of the other Party, which consent may be withheld at the other Party's discretion. If one Party obtains the other Party's consent and assigns this Agreement, such Party shall be relieved of any future liability under this Agreement, provided the assignee shall assume in writing all of the obligations of assignor hereunder.

16. **NOTICES.** Any notice required or permitted to be given to a Party under this Agreement, shall be in writing and shall be deemed given: (i) on the day it is delivered if hand-delivered; or (ii) the next business day after it is deposited with a nationally-recognized courier service for next day delivery; or (iii) the day of transmission if sent by email transmission on a business day before 5:00 PM and, if sent after 5:00 PM on any day, then on the next business day, if addressed to the Parties as follows::

To Village: Vernon Hills Park District
 294 Evergreen Drive
 Vernon Hills, IL 60061
 Attention: Executive Director Jeff Fougerousse

Email: jefff@vhparkdistrict.org

With a copy to: Tressler LLP
233 South Wacker Drive, 22nd Floor
Chicago, IL 60606
Attention: Andrew S. Paine
Email: apaine@tresslerllp.com

To District: Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061
Attention: Village
Manager Mark Fleischhauer
Email: Mfleischhauer@vhills.org

With a copy to: Hunt & Associates, PC
55 West Monroe Street, Suite 3600
Chicago, IL 60603
Attention: Keith L. Hunt
Email: khunt@huntassoclaw.com

Either Party may, from time to time, change its address by written notice to the other Party at its then current address.

17. **MISCELLANEOUS.**

(a) Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding between the Village and the District, and no change in or supplement to this Agreement may be made except by an agreement in writing signed by both Parties.

(b) Binding Effect. The covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Village and the District and their respective successors and assigns.

(c) Construction. This Agreement shall be construed without reference to the titles of the various section headings herein contained, which are inserted for convenience of reference only. Both Parties have had the opportunity to be represented by legal counsel in negotiating this Agreement, thus this Agreement shall be construed without inference of drafting by either Party.

(d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

(e) Time is of the Essence. Time is of the essence in this Agreement. Any reference to a number of "days" herein shall be a reference to calendar days unless

an express reference in said provision is made to "business days". For the purposes hereof, "business day" means any day other than a Saturday or Sunday, or other day on which commercial banks are authorized or required to close under the laws of the State of Illinois. If the date on which either Party is required to take action under this Agreement is not a business day (as defined herein), the action shall be taken on the next succeeding business day.

(f) Partial Invalidity; Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of this Agreement shall not be deemed a waiver of such Party's right to enforce against the other Party the same or any other such term or provision.

(g) Governing Law. This Agreement will be interpreted under and governed and enforced according to the laws of the State of Illinois.

(h) Confidential Information. The Parties may not disclose the terms of this Agreement to anyone except their respective officers, agents, employees and attorneys, and as necessary and required by any applicable law, order, regulation or rule, including but not limited to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURES APPEAR ON FOLLOWING PAGE]***

Date signed: Nov 20, 2018

VILLAGE OF VERNON HILLS, an Illinois
municipal home rule corporation

By: Roger Byrne
Name: Roger Byrne
Title: Village President

Date signed: Nov. 15, 2018

VERNON HILLS PARK DISTRICT, an
Illinois park district

By: David Doerflinger
Name: DAVID DOERFLINGER
Title: PRESIDENT

EXHIBIT A

LEGAL DESCRIPTION - VILLAGE PROPERTY

THAT PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF LOT 40, BEING ALSO THE NORTHEAST CORNER OF THE INDIANWOOD DRIVE RIGHT OF WAY AS DEDICATED PER THE PLAT OF SUBDIVISION OF NEW CENTURY TOWN UNIT SIX, BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 14, 1977 AS DOCUMENT NO. 1850342; THENCE NORTH 29°55'28" WEST PERPENDICULAR TO THE SOUTHEASTERLY RIGHT OF WAY LINE FOR THE CANADIAN NATIONAL RAILWAY (FORMERLY THE ELGIN, JOLIET AND EASTERN RAILWAY), A DISTANCE OF 220.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID CANADIAN NATIONAL RAILWAY; THENCE NORTH 60°04'33" EAST, ALONG SAID LAST DESCRIBED LINE, 199.84 FEET TO THE POINT OF BEGINNING; (THE FOLLOWING TWO (2) CALLS BEING ALONG SAID RIGHT OF WAY LINE) THENCE CONTINUING NORTH 60°04'33" EAST, 701.46 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2821.93 FEET A CENTRAL ANGLE OF 00°30'32" AND A CHORD BEARING OF NORTH 60°19'49" EAST A DISTANCE OF 25.07 FEET (25.07 FEET CHORD MEASURE); THENCE SOUTH 29°24'55" EAST ALONG A LINE RADIAL TO SAID CURVE, 120.00 FEET; (THE FOLLOWING TWO (2) CALLS BEING 120.00 FEET CONCENTRIC AND PARALLEL WITH SAID RIGHT OF WAY LINE) THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE BEING 120.00 FEET CONCENTRIC AND PARALLEL WITH SAID RIGHT OF WAY LINE) THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2701.93 FEET A CENTRAL ANGLE OF 00°30'32" AND A CHORD BEARING OF SOUTH 60°19'49" WEST A DISTANCE OF 24.00 FEET (24.00 FEET CHORD MEASURE) TO A POINT OF TANGENCY, THENCE SOUTH 60°04'33" WEST, 701.46 FEET; THENCE NORTH 29°55'28" WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 120.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PIN:

11-32-200-013

EXHIBIT B

LEGAL DESCRIPTION - DISTRICT PROPERTY

PART OF:

PARCEL A IN DEERPATH UNIT NO. 1, BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1974 AS DOCUMENT 1660326 IN BOOK 53 OF PLATS, PAGES 56, 57 AND 58, AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 18, 1974, AS DOCUMENT 1668296 IN LAKE COUNTY, ILLINOIS.

(EXACT LEGAL DESCRIPTION TO BE INSERTED LATER)

PIN:

15-04-101-001 (PART)