

**VILLAGE OF VERNON HILLS
ORDINANCE 2020-129**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF VERNON HILLS AND HAWTHORN COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 73 REGARDING THE HAWTHORN MALL TAX INCREMENT
FINANCING DISTRICT**

WHEREAS, the VILLAGE OF VERNON HILLS, Lake County, Illinois (the “Village”) is a home rule municipality, pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village pursued, and intends to further pursue, private and public investment, development and redevelopment of properties within the vicinity of the Hawthorn Mall area in the Village; and

WHEREAS, the Village, to further such investment, development and redevelopment, has approved and created a tax increment redevelopment plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to the Village’s Hawthorn Mall Tax Increment Financing District (“Hawthorn Mall TIF District”), which includes the property legally described and depicted in EXHIBITS A-1 and A-2, respectively, attached hereto and made a part hereof, in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (“TIF Act”); and

WHEREAS, the Village and the owners of certain portions of the Hawthorn Mall (collectively, “Developer”) have been negotiating the terms of a redevelopment agreement to redevelop the Hawthorn Mall within the Hawthorn Mall TIF District (“Redevelopment Agreement”), including significant private investment and the construction of several new buildings, including two apartment buildings which have been planned to contain 303 units in one building (such building and the land associated with such building being collectively herein referred to as the “First Building”), and 240 units in a second building (such building and the land associated with such building being collectively herein referred to as the “Second Building”); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local

government or school district may be exercised and enjoyed jointly with any other units of local government or school districts; and

WHEREAS, Section 4(b) of the TIF Act, 65 ILCS 5/11-74.4-4(b), authorizes municipalities to enter into contracts with overlapping taxing bodies necessary or incidental to implementing or maintaining a tax increment financing redevelopment plan and/or project; and

WHEREAS, the Village Board has determined that it is in the Village’s best interests, to enter into this Agreement with Hawthorn Community Consolidated School District 73.

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: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: The President and Board of Trustees approve the attached “Intergovernmental Agreement Between the Village of Vernon Hills and Hawthorn Community Consolidated School District 73 Regarding the Hawthorn Mall Tax Increment Financing District” (the “Agreement”), (Exhibit “A” hereto).

SECTION 3: The President and Board of Trustees authorize and direct that the Village President, the Village Clerk to execute said Agreement, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village’s obligations under the Agreement.

Dated this 8th day of December, 2020

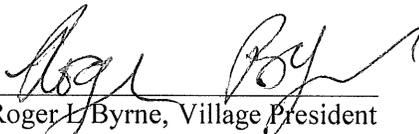
Adopted by roll call vote as follows:

AYES: 7 – Byrne, Schultz, Oppenheim, Takaoka, Marquardt, Forster, Koch

NAYS: 0 - None

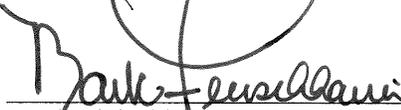
ABSENT AND NOT VOTING: 0 - None

Adopted this 8th day of December 2020, by the President and Board of Trustees of the Village of Vernon Hills, Illinois.



Roger L. Byrne, Village President

PASSED: 12/08/2020
APPROVED: 12/08/2020
ATTEST: 12/08/2020



Mark Fleischhauer, Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF VERNON HILLS AND HAWTHORN COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 73 REGARDING THE
HAWTHORN MALL TAX INCREMENT FINANCING DISTRICT**

This **INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS AND HAWTHORN COMMUNITY CONSOLIDATED DISTRICT 73 REGARDING THE HAWTHORN MALL TAX INCREMENT FINANCING DISTRICT** (“Agreement”) is by and between the VILLAGE OF VERNON HILLS, an Illinois home rule municipal corporation (“Village”), and HAWTHORN COMMUNITY CONSOLIDATED SCHOOL DISTRICT 73, an Illinois public school district (“District 73”). The Village and District 73, are individually referred to in this Agreement as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Village pursued, and intends to further pursue, private and public investment, development and redevelopment of properties within the vicinity of the Hawthorn Mall area in the Village; and

WHEREAS, the Village, to further such investment, development and redevelopment, may approve and create a tax increment redevelopment plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to the Village’s proposed Hawthorn Mall Tax Increment Financing District (“Hawthorn Mall TIF District”), which includes the property legally described and depicted in **EXHIBITS A-1** and **A-2**, respectively, attached hereto and made a part hereof, in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (“TIF Act”); and

WHEREAS, the Village and the owners of certain portions of the Hawthorn Mall (collectively, “Developer”) have been negotiating the terms of a redevelopment agreement to redevelop the Hawthorn Mall within the Hawthorn Mall TIF District (“Redevelopment Agreement”), including significant private investment and the construction of several new buildings, including two apartment buildings which have been planned to contain 303 units in one building (such building and the land associated with such building being collectively herein referred to as the “First Building”), and 240 units in a second building (such building and the land associated with such building being collectively herein referred to as the “Second Building”); and

WHEREAS, District 73 has threatened to contest the establishment of the Hawthorn Mall TIF District and the use of tax increment financing by the Village within the Hawthorn Mall TIF District, including pursuant to the Redevelopment Agreement, and the Village believes there is no legitimate basis for such contest, hence there is a dispute between the Parties (“Dispute”);

WHEREAS, District 73 has agreed to refrain from contesting the establishment of the Hawthorn Mall TIF District and the Village’s use of tax increment financing within the Hawthorn Mall TIF District provided the Parties enter into this Agreement and perform their respective obligations hereunder; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges or authority exercised or which may be

exercised by a unit of local government or school district may be exercised and enjoyed jointly with any other units of local government or school districts; and

WHEREAS, Section 4(b) of the TIF Act, 65 ILCS 5/11-74.4-4(b), authorizes municipalities to enter into contracts with overlapping taxing bodies necessary or incidental to implementing or maintaining a tax increment financing redevelopment plan and/or project; and

WHEREAS, the Parties desire to resolve the issues presented by the Dispute pursuant to the terms of this Agreement; and

WHEREAS, the Parties and Developer have determined that it is in their respective best interests, and the best interests of their constituents, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are hereby incorporated herein by reference as though fully set forth herein.

2. **DEFINITIONS.** The following words and phrases in this Agreement have the following meanings, whether the words and phrases are used in the singular or plural:

A. "Incremental Property Taxes" means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the property in question, which taxes are actually collected and paid to the Village, and which

are attributable to the increase in the equalized assessed valuation (“EAV”) of the property in question over and above the EAV of the property in question at the time of the formation of the Hawthorn Mall TIF District, all as determined by the Lake County Clerk, pursuant to and in accordance with the TIF Act and the ordinances creating the Hawthorn Mall TIF District.

B. “Intends” means a Party shall use its reasonable good faith efforts to comply with the obligation or covenant to which the word “intends” relates.

C. “Shall” means a Party is required to comply with the obligation or covenant to which the word “shall” relates.

3. VILLAGE OBLIGATIONS. Provided the Village establishes the Hawthorn Mall TIF District and the Redevelopment Agreement is approved by the Village Board and Developer:

A. The Village shall:

i. pay to District 73 an amount equal to twenty seven percent (27%) of the Incremental Property Taxes, if any, attributable to, respectively, the First Building and the Second Building after final certificates of occupancy have been issued for, respectively, the First Building and the Second Building, so that District 73 is able to pay a portion of District 73’s capital costs resulting from the development of, respectively, the First Building and the Second Building, under Section 3(q)(7) of the TIF Act, 65 ILCS 5/11-74.4-3(q)(7), and in full satisfaction of the student tuition assistance to District 73 owed under Section 3(q)(7.5) of the TIF Act, 65 ILCS 5/11-74.4-3(q)(7.5);

ii. declare as surplus ("Surplus") one hundred percent (100%) of the incremental property taxes attributable to the properties described by the property identification numbers ("PINs") listed in **EXHIBIT B** attached hereto and made a part hereof, which declaration of surplus shall be made under Section 7 of the TIF Act, 65 ILCS 5/11-74.4-7, and the Village shall pay the Surplus to the Lake County Collector. After payment of the Surplus to the Lake County Collector, the Parties anticipate that, pursuant to Section 7 of the TIF Act, 65 ILCS 5/11-74.4-7, the Lake County Collector will distribute the Surplus as set forth in the TIF Act; and

iii. include in the Redevelopment Agreement a requirement that Developer pay District 73 impact fees pursuant to the Village of Vernon Hills Village Code ("Village Code") and a Developer contribution such that the impact fees paid by Developer and the Developer contribution together equal Four Hundred Thousand and No/100 Dollars (\$400,000.00), which sum Developer shall pay on the following terms and conditions:

a. upon issuance of a Village-issued final certificate of occupancy for the First Building, Developer shall pay District 73: (y) the impact fees required to be paid for such building pursuant to the Village Code and (z) the difference, if any, between Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) and the impact fees paid by Developer for the First Building pursuant to the Village Code; and

b. upon issuance of a Village-issued final certificate of occupancy for the Second Building, Developer shall pay District 73: (y) the impact fees required to be paid for such building pursuant to the Village Code and (z) the difference, if any, between One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) and the impact fees paid by Developer for the Second Building pursuant to the Village Code.

B. During years three (3) through twenty-three (23) of the term of the Hawthorn Mall TIF District, the Village intends to:

i. annually analyze non-committed incremental property taxes generated within the Hawthorn Mall TIF District and consider whether to declare some or all of such incremental property taxes as surplus revenue pursuant to Section 7 of the TIF Act, 65 ILCS 5/11-74.4-7; and

ii. consider the early termination of the Hawthorn Mall TIF District (x) after payment of all amounts owed under the Redevelopment Agreement and other contractual obligations related to the Hawthorn Mall TIF District, (y) after payment of all eligible redevelopment project costs per the redevelopment plan and project for the Hawthorn Mall TIF District, and (z) after payment of all administrative costs of the Hawthorn Mall TIF District.

4. DISTRICT 73 OBLIGATIONS AND COVENANTS. Regarding the Hawthorn Mall TIF District, District 73 shall not file litigation to challenge, or otherwise challenge, contest or dispute, the validity or enforceability of ordinances adopted by the

Village in furtherance of the establishment and implementation of the Hawthorn Mall TIF District, the Redevelopment Agreement or the Village's or Developer's actions related to the Hawthorn Mall TIF District and/or the Redevelopment Agreement.

5. MUTUAL OBLIGATIONS. After the Effective Date (as hereinafter defined):

A. The Parties shall meet and confer at the request of the other Party regarding this Agreement and any matter related to this Agreement.

B. No Party shall initiate legal action in court against the other Party regarding this Agreement or any matter related to this Agreement without first participating in good faith mandatory mediation regarding the dispute.

Mediation shall be conducted as follows:

i. A Party may initiate mediation by requesting the other Party to agree to a mediator and a site for the mediation. If, within five (5) business days after a Party makes this request, the Parties cannot agree on a mediator or the site of the mediation, each Party shall select a mediator, and the mediators thus selected shall select a mediator who shall mediate the dispute. The mediation shall begin as promptly as reasonably possible after the selection of the mediator. The site of the mediation shall be as determined by the mediator.

ii. Rules governing the mediation, including any rule as to whether the Parties may use attorneys in the mediation, shall be decided by the Parties with the assistance of the mediator. Each Party shall bear

the Party's own expenses of the mediation, except that the Parties shall be equally liable for the fees charged by the mediator.

iii. The date of termination of a mediation shall be decided by the mediator. Promptly after this termination, in the case of failure to resolve completely any dispute, the mediator shall draft a notice of mediation to the Parties. This notice shall bear a current date and shall briefly state the issues that, in the mediator's view, are in dispute between the Parties but have not been resolved in mediation. If the dispute between the Parties has not been resolved in mediation, the Party initiating the mediation may initiate a legal action in court regarding the subject matter of the mediation, provided that mediation shall not prejudicially or unduly delay the legal rights of any Party to seek a legal remedy.

6. CONSENT, APPROVAL AND WAIVER. A Party may consent to different terms than set forth in this Agreement, approve any matter which this Agreement allows a Party to approve of, or waive any of its rights under this Agreement. A Party's consent, approval or waiver shall be made in writing, be signed by the chief administrative officer of the Party, or his or her designee, and sent to the other Party.

7. SUCCESSORS. This Agreement shall be binding upon the Parties hereto, Developer and their successors (including, without limitation, successor corporate authorities of the Village and successor members of District 73's School Board).

8. INTEGRATION. This Agreement represents the entire agreement between the Village and District 73 regarding the subject matters hereof. No amendment, waiver or modification of any term or condition of this Agreement shall be

binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law. No express or implied covenants or representations have been made concerning the subject matter of this Agreement unless expressly stated herein. Any prior written or oral negotiations not contained in this Agreement are of no force or effect whatsoever. In signing this Agreement, the Parties have not and do not rely on any statements, inducements, promises, or representations made by any other Party hereto or the agents, representatives, or attorneys or any Party with regard to the subject matter, basis, or effect of this Agreement, except those specifically set forth in this Agreement.

9. RELEASES AND WAIVERS.

A. Except for obligations arising under this Agreement, District 73, and its successors, assigns, insurers and representatives of any kind and all other persons, firms, or corporations that may claim a right in the Dispute on behalf of District 73 unconditionally release and forever discharge the Village, Developer, and their respective agents, employees, partners, members, elected and appointed officials, and attorneys, who are liable or who might be claimed to be liable, from any and all claims, demands, damages, attorney's fees, expenses, costs, actions, causes of action or suits of any kind or nature whatsoever that could have been alleged by District 73 related to the Dispute and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement. The release given by District 73 herein includes all past, present, and future claims, whether known or unknown, relating in any manner to the subject matter of the Dispute and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement. District 73

intends that the releases given by it herein be construed as broadly as possible, in accordance with the terms above.

B. Except for obligations arising under this Agreement, the Village, and its successors, assigns, insurers and representatives of any kind and all other persons, firms, or corporations that may claim a right in the Dispute on behalf of the Village unconditionally release and forever discharge District 73, and its agents, employees, elected and appointed officials, and attorneys, who are liable or who might be claimed to be liable, from any and all claims, demands, damages, attorney's fees, expenses, costs, actions, causes of action or suits of any kind or nature whatsoever that could have been alleged by the Village in the dispute and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement. The release given by the Village herein includes all past, present, and future claims, whether known or unknown, relating in any manner to the subject matter of the Dispute and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement. The Village intends that the releases given by it herein be construed as broadly as possible, in accordance with the terms above.

10. SEVERABILITY AND NO WAIVER. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Agreement. The failure of any Party to enforce any provision in this Agreement shall not be construed as a waiver of any such provision or prevent such Party thereafter from enforcing such provision or any other provision of this Agreement.

11. EFFECTIVE DATE. This Agreement shall be effective after approval by the Village President and Board of Trustees of the Village and the Board of Education of District 73, and on the date the last of the Parties executes this Agreement (“Effective Date”).

12. LIMITED JOINDER. Developer joins this Agreement for the sole and limited purpose of confirming Developer’s agreement to pay the sums specified in Section 3(A)(iii) of this Agreement pursuant to the terms of the Redevelopment Agreement.

13. TERM. This Agreement shall remain in effect until the dissolution of the Hawthorn Mall TIF District or until such other time as the Parties may mutually agree in writing.

14. COUNTERPARTS. This Agreement may be executed by the Parties in multiple counterparts which, when taken together, shall be deemed on and the same instrument.

15. DEFENSE BY VILLAGE. In the event the Agreement, or any provision thereof, is challenged by a party other than District 73, and District 73 is named as a party to the litigation, the Village shall provide representation in such litigation.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized officials.

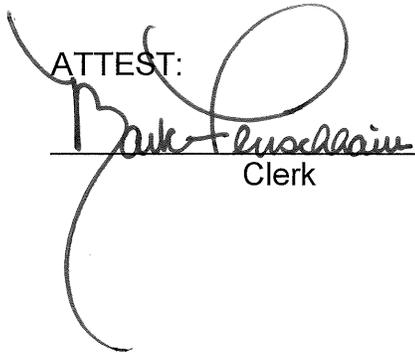
VILLAGE:

VILLAGE OF VERNON HILLS

By: 
President

Date: 12/9/20

ATTEST:


Clerk

DISTRICT 73:

**HAWTHORN COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 73**

By: _____
President

Date: _____

ATTEST:

Secretary

LIMITED JOINDER

The undersigned, being collectively the owners of certain properties proposed to be included in the Hawthorn Mall TIF District, in consideration of District's 73 covenants contained in Section 4 of this Agreement and the release contained in Section 9(A) of this Agreement, do hereby join in the execution of this Agreement to confirm their agreement to pay the sums specified in Section 3(A)(iii) of this Agreement pursuant to the terms of the Redevelopment Agreement.

Signed this ____ day of _____, 2020.

HAWTHORN, L.P., an Illinois limited partnership

By: WEA Hawthorn Shopping Center GP, LLC,
a Delaware limited liability company, its General Partner

By: US Centennial Malls JV, LLC,
a Delaware limited liability company, its Sole Member

By: Centennial/USEF Manager, LLC,
a Delaware limited liability company, its Managing Member

By: _____
Name: _____
Title: _____

HAWTHORN SP, LLC, a Delaware limited liability company

By: US Centennial Malls JV II, LLC,
a Delaware limited liability company, its Sole Member

By: Centennial/USEF Manager, LLC,
a Delaware limited liability company, its Managing Member

By: _____
Name: _____
Title: _____

HAWTHORN CP, LLC, a Delaware limited liability company

By: US Centennial Malls JV II, LLC,
a Delaware limited liability company, its Sole Member

By: Centennial/USEF Manager, LLC,
a Delaware limited liability company, its Managing Member

By: _____
Name: _____
Title: _____

EXHIBIT A-1

HAWTHORN MALL TIF DISTRICT LEGAL DESCRIPTION

(attached)

A PORTION OF LAND, LYING WITHIN SECTIONS 33 AND 34, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LYING WITHIN SECTION 4, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN LAKE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY-MOST NORTHWEST CORNER OF LOT 2 IN HAWTHORN CENTER SUBDIVISION, BEING A SUBDIVISION OF PARTS OF SECTIONS 33 AND 34, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1977 AS DOCUMENT NUMBER 1866654; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 6 IN SAID HAWTHORN CENTER SUBDIVISION; THENCE NORTHERLY 12.3 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 18 IN SADDLE BROOK RESUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1998 AS DOCUMENT NUMBER 4216424; THENCE ALONG THE SOUTHERLY LINE OF LOT 18 AND OUTLOT D IN SAID SADDLE BROOK RESUBDIVISION, FOR THE FOLLOWING THREE (3) COURSES: (1) THENCE EASTERLY 28.12 FEET TO A BEND POINT; (2) THENCE EASTERLY 47.33 FEET TO A POINT OF CURVATURE; (3) THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 65.00 FEET AND AN ARC LENGTH OF 99.48 FEET TO A POINT OF TANGENCY; THENCE EASTERLY 80.2 FEET, MORE OR LESS, TO A POINT OF CURVATURE ON THE WESTERLY LINE OF LOT 1 IN AMLI AT MUSEUM GARDENS SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 2003 AS DOCUMENT NUMBER 5215706; THENCE ALONG THE WESTERLY LINE OF LOT 1 IN SAID AMLI AT MUSEUM GARDENS SUBDIVISION FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 65.00 FEET AND AN ARC LENGTH OF 95.76 FEET TO A POINT OF TANGENCY; (2) THENCE EASTERLY 110.83 FEET TO A POINT ON THE NORTH LINE OF LOT 1 IN SAID HAWTHORN CENTER SUBDIVISION; THENCE SOUTH 89 DEGREES 25 MINUTES 30 SECONDS EAST (RECORD BEARING) ALONG THE NORTHERLY LINE OF LOT 1 IN SAID HAWTHORN CENTER SUBDIVISION 820 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE AS SHOWN ON SAID HAWTHORN CENTER SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE AND THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 60, BOTH AS SHOWN ON SAID HAWTHORN CENTER SUBDIVISION, FOR THE FOLLOWING FOURTEEN (14) COURSES: (1) THENCE SOUTH 08 DEGREES 02 MINUTES EAST 22.86 FEET; (2) THENCE SOUTH 81 DEGREES 58 MINUTES WEST 5.00 FEET; (3) THENCE SOUTH 08 DEGREES 02

MINUTES EAST 415.00 FEET; (4) THENCE SOUTH 05 DEGREES 32 MINUTES 38 SECONDS EAST 230.22 FEET; (5) THENCE SOUTH 08 DEGREES 02 MINUTES EAST 305.00 FEET TO THE EASTERLY-MOST SOUTHEAST CORNER OF LOT 2 IN SAID HAWTHORN CENTER SUBDIVISION; (6) THENCE SOUTH 81 DEGREES 58 MINUTES WEST 5.00 FEET TO THE NORTHEAST CORNER OF LOT 9 IN SAID HAWTHORN CENTER SUBDIVISION; (7) THENCE SOUTH 08 DEGREES 02 MINUTES EAST 675.02 FEET; (8) THENCE SOUTH 00 DEGREES 13 MINUTES 25 SECONDS EAST 57.92 FEET; (9) THENCE SOUTH 39 DEGREES 18 MINUTES 54 SECONDS WEST 49.15 FEET; (10) THENCE SOUTH 77 DEGREES 52 MINUTES 19 SECONDS WEST 58.06 FEET; (11) THENCE SOUTH 86 DEGREES 39 MINUTES 34 SECONDS WEST 143.12 FEET; (12) THENCE NORTH 88 DEGREES 21 MINUTES 59 SECONDS WEST 230.81 FEET; (13) THENCE SOUTH 86 DEGREES 49 MINUTES 04 SECONDS WEST 238.65 FEET TO THE SOUTHWEST CORNER OF LOT 8 IN SAID HAWTHORN CENTER SUBDIVISION; (14) THENCE SOUTH 03 DEGREES 03 MINUTES 46 SECONDS EAST 5.00 FEET TO THE SOUTHEAST CORNER OF LOT 4 IN SAID HAWTHORN CENTER SUBDIVISION; THENCE CONTINUING SOUTH 03 DEGREES 03 MINUTES 46 SECONDS EAST ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 4 TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 60; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE SOUTHERLY EXTENSION OF THE LINE BETWEEN LOTS 2 AND 3 IN SAID HAWTHORN CENTER SUBDIVISION; THENCE NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST ALONG THE LINE BETWEEN SAID LOTS 2 AND 3 TO THE SOUTHERLY-MOST SOUTHWEST CORNER OF LOT 2 IN SAID HAWTHORN CENTER SUBDIVISION, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 3 IN SAID HAWTHORN CENTER SUBDIVISION; THENCE ALONG THE LINE BETWEEN SAID LOTS 2 AND 3 FOR THE FOLLOWING SIXTEEN (16) COURSES: (1) THENCE NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST 175.26 FEET; (2) THENCE SOUTH 87 DEGREES 56 MINUTES 20 SECONDS WEST 159.72 FEET; (3) THENCE NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST 65.00 FEET; (4) THENCE NORTH 87 DEGREES 56 MINUTES 20 SECONDS EAST 159.72 FEET; (5) THENCE NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST 209.45 FEET; (6) THENCE NORTH 27 DEGREES 41 MINUTES 04 SECONDS WEST 102.76 FEET; (7) THENCE NORTH 62 DEGREES 18 MINUTES 56 SECONDS EAST 1.00 FEET; (8) THENCE NORTH 27 DEGREES 41 MINUTES 04 SECONDS WEST 73.71 FEET; (9) THENCE NORTH 62 DEGREES 18 MINUTES 56 SECONDS EAST 25.00 FEET; (10) THENCE NORTH 27 DEGREES 41 MINUTES 04 SECONDS WEST 127.58 FEET; (11) THENCE SOUTH 62 DEGREES 18 MINUTES 56 SECONDS WEST 25.00 FEET; (12) THENCE NORTH 27 DEGREES 41 MINUTES 04 SECONDS WEST 73.71 FEET; (13) THENCE SOUTH 62 DEGREES 18 MINUTES 56 SECONDS WEST 1.00 FEET; (14) THENCE NORTH 27 DEGREES 41 MINUTES 04 SECONDS WEST 40.00 FEET; (15) THENCE SOUTH 62 DEGREES 18 MINUTES 56 SECONDS WEST 39.74 FEET; (16) THENCE NORTH 64 DEGREES 58 MINUTES 00 SECONDS WEST 18.01 FEET TO THE EASTERLY-MOST CORNER OF LOT 7 IN SAID HAWTHORN CENTER SUBDIVISION, SAID POINT ALSO BEING A CORNER OF LOT 3 IN SAID HAWTHORN CENTER SUBDIVISION; THENCE ALONG

THE LINE BETWEEN SAID LOTS 3 AND 7 FOR THE FOLLOWING FIVE (5) COURSES: (1) THENCE SOUTHWESTERLY ALONG A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 52.66, A CHORD BEARING OF SOUTH 43 DEGREES 55 MINUTES 11 SECONDS WEST, AND A CHORD LENGTH OF 51.76 FEET TO A POINT OF TANGENCY; (2) THENCE SOUTH 62 DEGREES 18 MINUTES 57 SECONDS WEST 8.72 FEET; (3) THENCE NORTH 64 DEGREES 58 MINUTES WEST 268.49 FEET; (4) THENCE SOUTH 55 DEGREES 02 MINUTES WEST 31.75 FEET; (5) THENCE NORTH 64 DEGREES 58 MINUTES WEST 373.44 FEET TO THE WESTERLY-MOST SOUTHWEST CORNER OF SAID LOT 7; THENCE ALONG THE WESTERLY LINE OF LOTS 2 AND 7 IN SAID HAWTHORN CENTER SUBDIVISION FOR THE FOLLOWING THREE (3) COURSES: (1) THENCE NORTH 00 DEGREES 38 MINUTES 22 SECONDS WEST 113.53 FEET; (2) THENCE NORTH 30 DEGREES 14 MINUTES 04 SECONDS EAST 175.31 FEET; (3) THENCE NORTH 00 DEGREES 38 MINUTES 22 SECONDS WEST 196.00 FEET TO THE WESTERLY-MOST SOUTHWEST CORNER OF LOT 6 IN SAID HAWTHORN CENTER SUBDIVISION, SAID POINT ALSO BEING THE WESTERLY-MOST NORTHWEST CORNER OF LOT 2 IN SAID HAWTHORN CENTER SUBDIVISION; THENCE EASTERLY ALONG THE LINE BETWEEN SAID LOTS 2 AND 6 FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE SOUTH 45 DEGREES 08 MINUTES 22 SECONDS EAST 172.78 FEET; (2) THENCE SOUTHWESTERLY ALONG A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 515.00 FEET, AN ARC LENGTH OF 11.08 FEET, A CHORD BEARING OF SOUTH 46 DEGREES 50 MINUTES 36 SECONDS WEST, AND A CHORD LENGTH OF 11.08 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 10, 1997 AS DOCUMENT NUMBER 3991224; THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID PARCEL FOR THE FOLLOWING EIGHT (8) COURSES: (1) THENCE SOUTH 64 DEGREES 58 MINUTES 01 SECOND EAST 173.66 FEET; (2) THENCE NORTH 05 DEGREES 00 MINUTES 07 SECONDS WEST 36.26 FEET; (3) THENCE SOUTH 64 DEGREES 58 MINUTES 01 SECONDS EAST 552.72 FEET; (4) THENCE SOUTHERLY ALONG A NON-TANGENTIAL CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 7.23 FEET, A CHORD BEARING OF SOUTH 04 DEGREES 16 MINUTES 41 SECONDS WEST, AND A CHORD LENGTH OF 7.23 FEET, TO A POINT OF COMPOUND CURVATURE; (5) THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 34.48 FEET, A CHORD BEARING OF SOUTH 33 DEGREES 10 MINUTES 04 SECONDS EAST, AND A CHORD LENGTH OF 31.82 FEET, TO A POINT OF TANGENCY; (6) THENCE SOUTH 72 DEGREES 41 MINUTES 04 SECONDS EAST 31.06 FEET TO A POINT OF CURVATURE; (7) THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 17.15 FEET, AN ARC LENGTH OF 13.47 FEET, A CHORD BEARING OF NORTH 84 DEGREES 48 MINUTES 56 SECONDS EAST, AND A CHORD LENGTH OF 13.13 TO A POINT OF TANGENCY; (8) THENCE NORTH 62 DEGREES 18 MINUTES 56 SECONDS EAST 60.14 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 6 IN

SAID HAWTHORN CENTER SUBDIVISION, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 3991225; THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID PARCEL FOR THE FOLLOWING SIX (6) COURSES: (1) THENCE NORTH 62 DEGREES 18 MINUTES 56 SECONDS EAST 88.36 FEET; (2) THENCE SOUTH 27 DEGREES 41 MINUTES 04 SECONDS EAST 60.00 FEET; (3) THENCE NORTH 62 DEGREES 18 MINUTES 56 SECONDS EAST 67.00 FEET; (4) THENCE NORTH 27 DEGREES 41 MINUTES 04 SECONDS WEST 60.00 FEET; (5) THENCE NORTH 62 DEGREES 18 MINUTES 56 SECONDS EAST 253.50 FEET; (6) THENCE NORTH 27 DEGREES 41 MINUTES 04 SECONDS WEST 323.15 FEET TO A POINT ON THE LINE BETWEEN LOTS 2 AND 6 IN SAID HAWTHORN CENTER SUBDIVISION; THENCE NORTH 03 DEGREES 53 MINUTES 56 SECONDS EAST ALONG SAID LINE 267.01 FEET TO THE POINT OF BEGINNING.

P.I.Ns.: 11-33-401-004-0000, 11-33-401-006-0000, 11-33-401-089-0000, 11-33-401-088-0000, 11-33-401-087-0000, 11-33-401-086-0000, 11-33-401-085-0000, 11-33-401-013-0000, 11-33-401-014-0000, 11-33-401-015-0000 and 11-33-401-016-0000.

EXHIBIT A-2

HAWTHORN MALL TIF DISTRICT MAP

(attached)

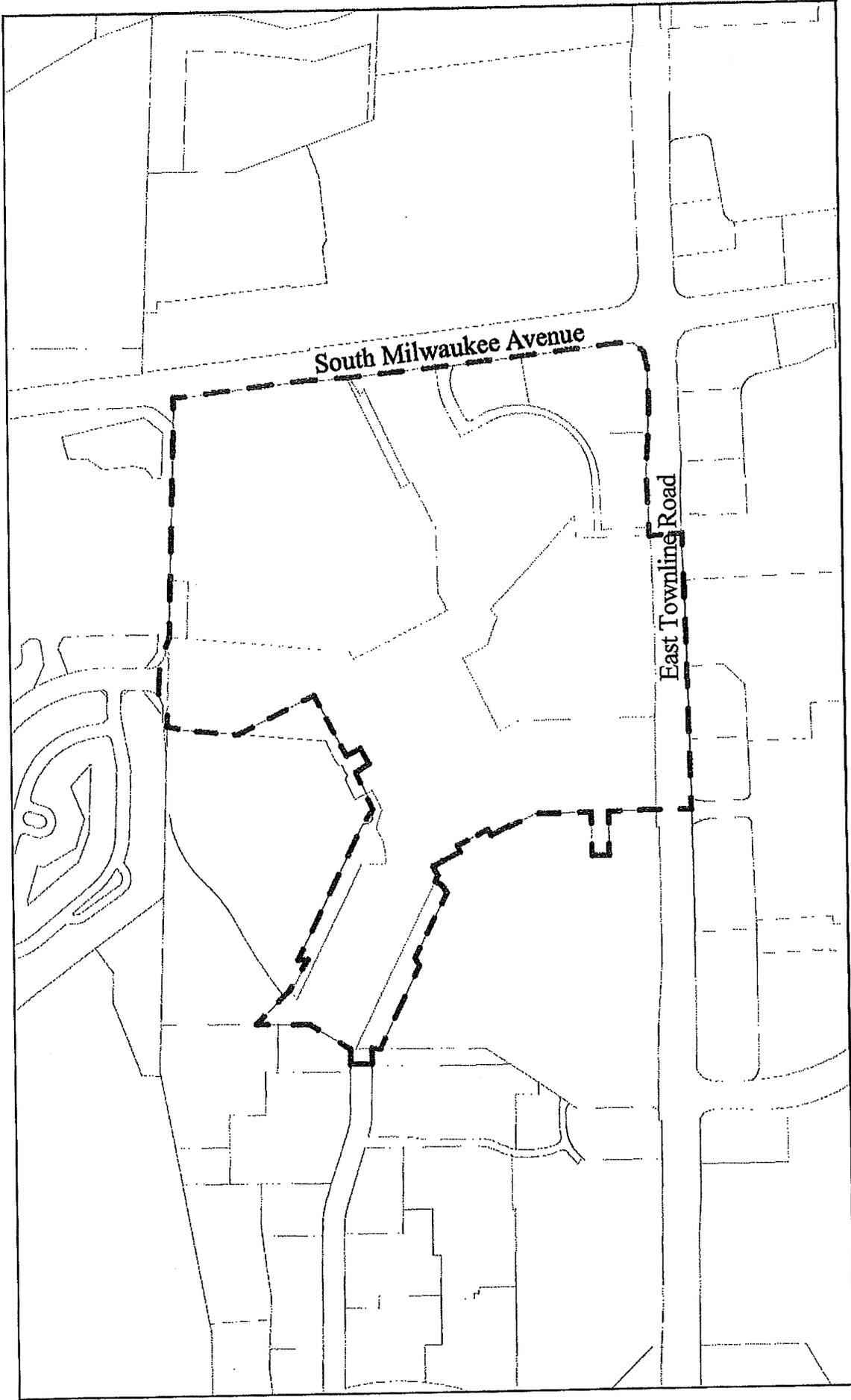
EXHIBIT B

SURPLUS PINs

The following PINs in Lake County, Illinois:

1. 11-33-401-014
2. 11-33-401-015
3. 11-33-401-016
4. Or any successor PINs to #s 1 – 3 above.

Village of Vernon Hills, Illinois Hawthorn Mall
TIF Boundary Map



Prepared on 10/08/2020 by:

 **Kane, McKenna**
and Associates, Inc.

Sources: Geographic Information accessed from maps.lakecountvill.gov on 04/29/2020

