

LEGISTAR: 230382  
DISTRICT: 3

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**

  X   Resolution or Ordinance (Blue)        X   Waiver of First Requested  
       Recommendations of Boards, Commissions & Committees (Green)  
       Other Business (Pink)

**TO:** PRESIDENT AND BOARD OF TRUSTEES

**FROM:** Scott Niehaus, Village Manager

**DATE:** November 7, 2023      **(BOT) Date:** December 7, 2023

**SUBJECT:** AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AND SALES CONTRACT (LOT 2 IN THE HOFFMANN – LOMBARD SUBDIVISION, LOMBARD, ILLINOIS) AND ACCEPTING A GRANT OF INGRESS, EGRESS AND WATER MAIN EASEMENTS COMPRISING A PART OF THE BUTTERFIELD-YORKTOWN TIF DISTRICT AND A PART OF THE BUTTERFIELD ROAD/YORKTOWN BUSINESS DISTRICT NO. 2 OF THE VILLAGE OF LOMBARD, ILLINOIS

**SUBMITTED BY:** Carl S. Goldsmith, Director of Public Works 

**BACKGROUND/POLICY IMPLICATIONS:**

Staff recommends that the Village Board of Trustees adopt the attached Ordinance, which authorizes the Village to acquire Lot 2 in the Hoffmann – Lombard Subdivision. The property will be utilized for the construction of the South Elevated Water Tower.

**Fiscal Impact/Funding Source:**

\$236,376.91      Water/Sewer Capital Reserve Fund

**Review (as necessary):**

Village Attorney	_____	Date	_____
Finance Director	_____	Date	_____
Village Manager	_____	Date	_____


**NOTE:** All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the agenda distribution.



November 7, 2023

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works 

RE: Acquisition of Real Property – Lot 2 Hoffmann Development

In accordance with the Village of Lombard's Charter Customer Agreement with the DuPage Water Commission (DWC), for the provision of Lake Michigan water to the community, the Village is required to have sufficient storage in its water system. Per the DWC agreement, the Village is expected to maintain a storage capacity of two (2) times its average daily pumpage. Based upon current pumping of 3.45 million gallons per day, the Village should have 6.9 million gallons of storage. The Village's current capacity falls short of the requirement, as the system capacity is 5.6 million gallons; 3 million gallons at the Civic Center Reservoir, 1.6 million gallons at the North Avenue Standpipe and 1 million gallons at the Highland Avenue Tank. The Village had an additional 600,000 gallons at the Central Station Reservoir, which was decommissioned in 2019. In order to address the shortfall, as well as ensure adequate water supply to south Lombard to address the increased demand due to development, the Village has planned for the construction of an additional elevated water storage facility. The proposed elevated tank will have a capacity of 1.5 million gallons, which will provide a total of 7.1 million gallons of storage.

The Village has included funds in the Capital Improvement Plan for the acquisition of a parcel, as well as the construction of the tank, which is expected to be constructed in 2024. The site that has been identified is located on the development site owned by Hoffmann 600 Lombard LLC (Hoffmann).

The Village has been working with the DuPage Water Commission on the utility extension(s) and joint pressure adjusting station/metering station that will be necessary for the construction of the tower. At the same time, the Village has been working with Hoffmann on the Real Estate Purchase and Sales Contract for the acquisition of Lot 2 of the development. The parties have agreed on the terms and conditions of the purchase, which are codified in the attached Ordinance. Lot 2 was identified on the Plat of Resubdivision which is anticipated to be approved by the Village Board of Trustees on November 16, 2023. Proposed Lot 2 is 30,716 square feet and will accommodate the elevated tank and all of the appurtenances to the construction, operation and maintenance of the elevated tank.

While the Village has not conducted an independent appraisal of the parcel, staff has worked with Hoffmann to develop a methodology to determine the value. The value was established by taking the total purchase price (\$9,000,000) of the 27.547-acre site and determining the square

foot cost. That square foot cost was then applied to the 30,716 site to establish a purchase cost of \$236,376.91. Staff believes that the purchase price is a fair price and recommends the Village Board of Trustees adopt AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AND SALES CONTRACT (LOT 2 IN THE HOFFMANN – LOMBARD SUBDIVISION, LOMBARD, ILLINOIS) AND ACCEPTING A GRANT OF INGRESS, EGRESS AND WATER MAIN EASEMENTS COMPRISING A PART OF THE BUTTERFIELD-YORKTOWN TIF DISTRICT AND A PART OF THE BUTTERFIELD ROAD/YORKTOWN BUSINESS DISTRICT NO. 2 OF THE VILLAGE OF LOMBARD, ILLINOIS.

I respectfully request that this item be placed before the Village Board at the meeting of December 7, 2023 for discussion and direction. Thank you for your time and consideration of this matter. Should you have any questions, please feel free to contact me.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING  
A REAL ESTATE PURCHASE AND SALES CONTRACT  
(LOT 2 IN THE HOFFMANN – LOMBARD SUBDIVISION, LOMBARD, ILLINOIS)  
AND ACCEPTING A GRANT OF INGRESS, EGRESS  
AND WATER MAIN EASEMENTS COMPRISING A PART OF THE BUTTERFIELD-  
YORKTOWN TIF DISTRICT AND A PART OF THE BUTTERFIELD  
ROAD/YORKTOWN BUSINESS DISTRICT NO. 2  
OF THE VILLAGE OF LOMBARD, ILLINOIS**

**BE IT ORDAINED**, by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

**SECTION 1:** The President and Board of Trustees of the Village of Lombard (the “Village”) find as follows:

- A. The Village is a non-home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the “TIF Act”) and the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, as amended (the “Business District Law”), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act and Business District Law, and is authorized under the provisions of the Illinois Municipal Code, including, but not limited to, 65 ILCS 5/8-1-2.5 (the “Economic Development Statute”), to appropriate and expend funds for economic development purposes that are deemed necessary or desirable for the promotion of economic development within the Village.

- D. Pursuant to Ordinance Numbers 7437, 7438 and 7439, adopted November 2, 2017, as amended by Ordinance Number 7451, adopted December 7, 2017, Ordinance Number 7705, adopted September 5, 2019, Ordinance Number 7758, adopted December 5, 2019, and Ordinance Numbers 7864, 7865 and 7866, adopted October 15, 2020, the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's Butterfield-Yorktown tax increment financing district (the "TIF District") pursuant to the TIF Act, with said TIF District being legally described and depicted as set forth in **EXHIBIT 1-A** and **EXHIBIT 1-B** attached hereto and made part hereof, respectively.
- E. Pursuant to Ordinance Number 7689, adopted July 18, 2019, and Ordinance Number 7702, adopted August 15, 2019, as amended by Ordinance Number 7757, adopted December 5, 2019, and Ordinance Number 7767, adopted January 9, 2020, the Village approved, and amended, a business district plan (the "Business District Plan") and designated, and amended the boundaries of, a business district relative to the Village's Butterfield Road/Yorktown Business District No. 2 (the "Business District"), and, pursuant to Ordinance Number 7703, adopted August 15, 2019, and Ordinance Number 7713, adopted September 19, 2019, imposed a one percent (1%) business district retailers' occupation tax and a one percent (1%) business district service occupation tax within the Business District, pursuant to the Business District Law, with said Business District being legally described and depicted as set forth in **EXHIBIT 2-A** and **EXHIBIT 2-B** attached hereto and made a part hereof, respectively.
- F. Hoffmann 600 Lombard LLC, an Illinois limited liability company (the "Developer"), owns the approximately twenty-seven and 55/100 (27.55+/-) acre "Development Parcel", located north of Butterfield Road, also known as Illinois State Route 56, in Lombard, DuPage County, Illinois, with property index number ("PIN") 06-29-200-056. The "Property" to be sold and conveyed by the Developer to the Village is also designated as "Lot 2" or the "Water Tower Lot" and is as defined below and consists of a portion of the Development Parcel comprised of approximately thirty thousand seven hundred sixteen (30,716+/-) square feet of area, more or less (the "Property"). The Property is located within the TIF District and the Business District, as legally described on **EXHIBIT 3**, attached hereto and made a part hereof.
- G. The Development Parcel is legally described in the "Final Plat of Hoffmann – Lombard Subdivision" prepared by Vanderstappen Land Surveying, Inc. and **dated** \_\_\_\_\_, **2023**, which depicts a two-lot subdivision of the Development Parcel consisting of Lot 1 and Lot 2 (the "Plat of Hoffmann -



Lombard Subdivision" or "Plat"). The Plat is on file with the Village Clerk's Office and is incorporated by reference into this Ordinance and made a part hereof. The President and Board of Trustees of the Village of Lombard approved the Plat of Hoffmann - Lombard Subdivision at an open meeting held **on November\_\_, 2023 with the passage of Resolution ####, entitled** "Resolution Approving And Authorizing The Execution Of A Final Plat Of Subdivision For The 600 To 690 East Butterfield Road Property (Hoffmann – Lombard Subdivision, Lombard, Illinois), As Part Of A Redevelopment Project Within The Butterfield-Yorktown TIF District And The Butterfield Road/Yorktown Business District No. 2 Of The Village Of Lombard, Illinois".

- H. The legal description for the Property (Lot 2) being acquired by the Village is substantially similar to the legal description of "Lot 7" of the "Preliminary Plat of Hoffmann – Lombard Subdivision" (the "2021 Preliminary Plat") approved by the President and Board of Trustees of the Village of Lombard on January 21, 2021 in Ordinance 7907, entitled "An Ordinance Approving a Preliminary Plat of Resubdivision for the Property at 600-690 E. Butterfield Road, Lombard, Illinois", as re-adopted by the President and Board of Trustees of the Village of Lombard on January 20, 2022 in Ordinance 8022.
- I. The Developer desires to convey the Property to the Village, and the Village desires to acquire the Property, on the terms and conditions set forth in the "Real Estate Purchase and Sales Contract (Lot 2 in the Hoffmann – Lombard Subdivision, Lombard, Illinois)" attached hereto in **EXHIBIT 4** and made a part hereof (the "Contract"), to allow the Village to construct, maintain and operate a water tower thereon (the "Water Tower"), which Water Tower is needed to supply water to portions of the TIF District, to portions of the Business District, to other property owned by the Developer in the vicinity of the Property, and to other properties in the Village, in the vicinity of the Property, and to secure a forty-two (42) month option period to allow for the possible negotiation and approval by the Developer and the Village of a "Water Tower License" that will provide for the placement of a logo for a proposed "Golf Business" on the Water Tower to assist in the marketing and advertising of the proposed Golf Business, which may be located and operated on Lot 1 of the Development Parcel.
- J. The Village and the DuPage Water Commission require both ingress and egress easements over certain of the Developer's property in the vicinity of the Property, and an easement to install, maintain and operate water mains over certain of the Developer's property in the vicinity of the Property, and the Developer agrees to grant these easements on the terms and conditions set forth in the "Ingress, Egress and Water Main Easements" attached as **EXHIBIT D** to the Contract (the "Easements").

- K. In accordance with the TIF Act, the Business District Law and the Economic Development Statute, it is in the best interests of the Village to approve the Contract and the Easements, so that economic development and redevelopment within the TIF District and the Business District can continue, said economic development and redevelopment, pursuant to the TIF Act, the Business District Law and the Economic Development Statute, being the Village's public purpose for entering into, and performing its obligations under, the Contract and the Easements.

**SECTION 2:** Based upon the foregoing, and pursuant to the TIF Act, the Business District Law and the Economic Development Statute, the Contract and the Easements, attached hereto as **EXHIBIT 4**, and **EXHIBIT D** to **EXHIBIT 4**, and **EXHIBIT E** to **EXHIBIT 4**, respectively, are approved, and the Village President and Village Clerk of the Village be and they are authorized and directed to execute and deliver said Contract and Easements, as well as execute and deliver such other instruments as may be necessary or convenient to carry out the terms thereof.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

Passed on first reading this \_\_\_\_ day of \_\_\_\_\_, 2023.

First reading waived by action of the Board of Trustees this \_\_\_\_ day of \_\_\_\_\_, 2023.

Passed on second reading this \_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Keith T. Giagnorio, Village President

**ATTEST:**

\_\_\_\_\_  
Elizabeth Brezinski, Village Clerk

Published by me in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Elizabeth Brezinski, Village Clerk

## **EXHIBIT 1-A**

### **Redevelopment Project Area for the Lombard Butterfield-Yorktown Tax Increment Financing District**

#### **Legal Description**

A PARCEL OF LAND IN THE NORTH HALF OF THE EAST HALF OF SECTION 29, AND THE EAST HALF OF THE WEST HALF OF SECTION 29, BOTH IN TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN FINAL PLAT OF SUBDIVISION OF 701-747 22ND STREET SUBDIVISION, RECORDED APRIL 5, 2010 AS DOCUMENT R2010-043541 AND RUNNING THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID LOT 1 686.60 FEET TO AN ANGLE POINT; THENCE SOUTHWESTERLY ALONG THE MOST SOUTHEASTERLY LINE OF SAID LOT 1, 69.66 FEET TO THE SOUTHEAST CORNER THEREOF, ALSO BEING THE NORTHEAST CORNER OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT RECORDED AUGUST 28, 2007 AS DOCUMENT R2007-159301; CONTINUING THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID PARCEL 1 PER DOCUMENT R2007-159301, 717.65 FEET; THENCE ALONG THE SOUTHERN BOUNDARY LINES OF SAID PARCEL 1 THE FOLLOWING 7 COURSES; 1) NORTHWESTERLY 93.42 FEET, 2) SOUTHWESTERLY 173.27 FEET, 3) SOUTHEASTERLY 186.14 FEET, 4) SOUTHWESTERLY 107.62 FEET, 5) SOUTHWESTERLY 67.48 FEET, 6) NORTHWESTERLY 138.83 FEET, 7) SOUTHWESTERLY 300.00 FEET; THENCE SOUTHEASTERLY 104.26 FEET TO A POINT OF CURVATURE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 591.66 FEET, AND AN ARC DISTANCE OF 93.90 FEET TO A POINT OF COMPOUND CURVATURE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 402.98 FEET, AND AN ARC DISTANCE OF 116.05 FEET TO A POINT OF COMPOUND CURVATURE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 683.51 FEET AND AN ARC DISTANCE OF 95.44 FEET TO A POINT OF COMPOUND CURVATURE, HAVING A RADIUS OF 198.74 FEET AND AN ARC DISTANCE OF 64.17 FEET TO A POINT OF REVERSE CURVATURE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 121.91 FEET AND AN ARC DISTANCE OF 74.06 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL 1 PER DOCUMENT R2007-159301, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROUTE 56, BUTTERFIELD ROAD; THENCE SOUTHEASTERLY ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF PARCEL 1 AFORESAID (ALSO BEING THE NORTH LINE OF BUTTERFIELD ROAD-F.A. RTE. 131, ST. RT. 56) 100.00 FEET TO THE CENTERLINE OF SAID BUTTERFIELD ROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE APPROXIMATELY 624.91 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF PARCEL 1 PER DOCUMENT R2007-159301; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY EXTENSION APPROXIMATELY 109.56 FEET TO THE SOUTHWEST

CORNER OF PARCEL 1 AFORESAID; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID PARCEL 1 560.00 FEET TO THE SOUTHEAST CORNER OF LOT 6 IN YORKTOWN PERIPHERAL/TARGET SUBDIVISION RECORDED NOVEMBER 17, 1995 AS DOCUMENT R95-162762; THENCE THE FOLLOWING 3 COURSES ALONG THE SOUTHERLY BOUNDARY LINES OF SAID LOT 6; 1) SOUTHWESTERLY 200.00 FEET, 2) NORTHWESTERLY 116.21 FEET, 3) SOUTHWESTERLY 320.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6, ALSO BEING A POINT ON THE EAST LINE OF LOT 1 IN FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1 RECORDED SEPTEMBER 1, 2016 AS DOCUMENT R2016-093310; THENCE SOUTHEASTERLY ALONG SAID EAST LINE APPROXIMATELY 902.0 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF, BUTTERFIELD ROAD (F.A. RTE 131, ST. RTE 56); THENCE SOUTHEASTERLY ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1, APPROXIMATELY 106.75 FEET TO THE CENTERLINE OF SAID BUTTERFIELD ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE, APPROXIMATELY 41.04 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 1 PER DOCUMENT R2016-093310; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY EXTENSION, APPROXIMATELY 106.75 FEET TO THE NORTH LINE OF SAID BUTTERFIELD ROAD RIGHT OF WAY AND A SOUTHERLY CORNER OF SAID LOT 1; THENCE ALONG THE FOLLOWING 4 COURSES, BEING SOUTHERLY BOUNDARY LINES OF SAID LOT 1; 1) NORTHWESTERLY 78.22 FEET, 2) NORTHWESTERLY 757.44 FEET, 3) S 27°55'03" W, 130.25 FEET, 4) NORTHWESTERLY 87.88 FEET; THENCE N 27°55'03" E, 370.54' TO THE MOST SOUTHEASTERLY CORNER OF PARCEL 2 IN HIGHLAND AVENUE ASSESSMENT PLAT RECORDED JANUARY 30, 2012 AS DOCUMENT R2012-012175; THENCE NORTHWESTERLY THE FOLLOWING 2 COURSES ALONG THE SOUTH PROPERTY LINES OF SAID PARCEL 2; 1) NORTHWESTERLY 849.86 FEET, 2) SOUTHWESTERLY 604.32 FEET (PER DOCUMENT R2012-012175, 604.69 FEET PER DOCUMENT R2000-120890) TO A SOUTHWEST CORNER THEREOF, ALSO BEING THE NORTHEAST CORNER OF LOT 2 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER RECORDED AUGUST 8, 2000 AS DOCUMENT R2000-120890 AND RUNNING THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 2, 448.23 FEET TO A POINT OF CURVATURE; THENCE ALONG THE FOLLOWING 4 COURSES, BEING THE SOUTHERLY PROPERTY LINES OF SAID LOT 2, 1) ALONG A CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 39.27', 2) SOUTHWESTERLY 114.00 FEET TO A POINT OF CURVATURE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 90.00 FEET AND AN ARC DISTANCE OF 75.72 FEET, 4) THENCE NORTHWESTERLY 12.45 FEET; THENCE WESTERLY PERPENDICULAR TO THE WEST LINE OF SAID LOT 2 PER DOCUMENT R2000-120890, 100 FEET TO THE WEST RIGHT OF WAY LINE OF HIGHLAND AVENUE; THENCE NORTHERLY ALONG THE WEST LINE OF SAID HIGHLAND AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE MOST SOUTHERLY NORTH PROPERTY LINE OF PARCEL 2 PER DOCUMENT R2012-012175 AFORESAID; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION

TO THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 2; THENCE NORTHEASTERLY 558.70 FEET ALONG A NORTH PROPERTY LINE OF SAID PARCEL 2 TO A POINT OF CURVATURE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 500.00 FEET AND ARC DISTANCE OF 152.01 FEET TO THE SOUTHWEST CORNER OF LOT 4 IN FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1 (PLAT PER DOCUMENT R2016-093310 AFORESAID); THENCE THE FOLLOWING 4 COURSES ALONG THE WEST PROPERTY LINES OF SAID LOT 4; 1) NORTHWESTERLY 104.26 FEET, 2) NORTHWESTERLY 44.24 FEET, 3) WESTERLY 43.47 FEET, 4) NORTHWESTERLY 221.71 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTHEASTERLY 742.45 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE ALONG A LINE PERPENDICULAR TO THE EAST LINE OF SAID LOT 4 67.00 FEET TO THE EAST RIGHT OF WAY LINE OF GRACE STREET; THENCE SOUTHEASTERLY PARALLEL WITH THE EAST LINE OF LOT 4 AFORESAID ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID GRACE STREET RIGHT OF WAY TO A POINT ON THE NORTHEASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 4 (ALSO BEING THE SOUTHWEST CORNER OF LOT 4 IN YORKTOWN PERIPHERAL/TARGET SUBDIVISION PER DOCUMENT R95-162762); THENCE NORTHEASTERLY ALONG SAID EASTERLY EXTENSION 102.61 FEET TO AN ANGLE POINT; THENCE SOUTHEASTERLY 11.80 FEET TO A POINT OF CURVATURE, ALSO BEING THE MOST NORTHWESTERLY CORNER OF LOT 1 IN FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1 AFORESAID; THENCE ALONG THE ARC OF CURVE CONVEX TO THE NORTHEAST (ALSO BEING A NORTH PROPERTY LINE OF SAID LOT 1) HAVING A RADIUS OF 368.00 FEET FOR AN ARC DISTANCE OF 193.99 FEET; THENCE SOUTHEASTERLY (CONTINUING ALONG THE NORTH PROPERTY LINE OF SAID LOT 1) 119.26 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 518.00 FEET FOR AN ARC DISTANCE OF 43.47 FEET TO THE SOUTHEAST CORNER OF OUTLOT A IN YORKTOWN PERIPHERAL/TARGET SUBDIVISION AFORESAID; THENCE NORTHEASTERLY ALONG THE WESTERLY PROPERTY LINE OF SAID OUTLOT A 337.42 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE NORTH PROPERTY LINE THEREOF 84.34 FEET TO THE NORTHEAST CORNER THEREOF (ALSO BEING THE NORTHWEST CORNER OF LOT 1 IN FINAL PLAT OF LOMBARD WESTIN HOTEL AND CONVENTION CENTER RECORDED APRIL 17, 2009 AS DOCUMENT R2009-057156; THENCE SOUTHEASTERLY ALONG THE A NORTH PROPERTY LINE OF SAID LOT 1 546.67 FEET; THENCE NORTHWESTERLY 3.57 FEET TO THE MOST NORTHERLY PROPERTY LINE OF SAID LOT 1 (ALSO BEING A POINT ON THE WEST PROPERTY LINE OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT AFORESAID; THENCE NORTHWESTERLY ALONG THE WEST PROPERTY LINE OF SAID PARCEL 1, 116.51 FEET; THENCE NORTHEASTERLY 157.16 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 1; THENCE SOUTHEASTERLY 282.40 FEET ALONG THE MOST NORTHERLY LINE OF SAID PARCEL 1 (ALSO BEING THE SOUTH PROPERTY LINE OF LOT 2 IN FINAL PLAT OF SUBDIVISION OF 701-747 22ND STREET

SUBDIVISION AFORESAID); THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1,661.83 FEET AND AN ARC DISTANCE OF 70.50 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 767.39 FEET AND AN ARC DISTANCE OF 103.23 FEET; THENCE NORTHEASTERLY ALONG A NORTH PROPERTY LINE OF SAID PARCEL 1 (ALSO BEING THE SOUTH PROPERTY LINE OF LOT 2 IN FINAL PLAT OF SUBDIVISION OF 701-747 22ND STREET SUBDIVISION AFORESAID) 229.59 FEET TO THE SOUTHEAST CORNER THEREOF (ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN SAID FINAL PLAT OF SUBDIVISION OF 701-747 22ND STREET SUBDIVISION AFORESAID); THENCE THE FOLLOWING 10 COURSES, ALL BEING ALONG THE WESTERLY PROPERTY LINES OF SAID LOT 1; 1) NORTHWESTERLY, 326.45 FEET, 2) NORTHWESTERLY 154.85 FEET, 3) NORTHEASTERLY 3.07 FEET, 4) NORTHWESTERLY 122.51 FEET, 5) SOUTHWESTERLY 3.07 FEET, 6) NORTHWESTERLY 32.04 FEET, 7) NORTHWESTERLY 48.33 FEET, 8) NORTHEASTERLY 42.43 FEET, 9) NORTHEASTERLY 34.93 FEET, 10) NORTHEASTERLY 21.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 (ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF 22ND STREET); THENCE NORTHWESTERLY, PERPENDICULAR TO THE NORTH LINE OF SAID LOT 1 AND THE SAID SOUTH RIGHT OF WAY LINE OF 22ND STREET 100.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID 22ND STREET; THEN NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE 817.98 FEET TO A POINT 100.00 FEET NORTH OF (AS MEASURED PERPENDICULAR TO) THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHERLY, ALONG A LINE PERPENDICULAR THE AFORESAID NORTH RIGHT OF WAY LINE OF 22ND STREET TO THE NORTHEAST CORNER OF LOT 1, BEING THE AFORESAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS;

ALONG WITH:

PARCEL 1:

LOT 3 IN YORKTOWN COMMONS PHASE 1, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 2016 AS DOCUMENT R2016-093310, ALL IN DUPAGE COUNTY, ILLINOIS.

ALSO

PARCEL 2:

A PARCEL OF LAND DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER, BEING AN ASSESSMENT PLAT OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT OF CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER RECORDED AUGUST 8, 2000 AS DOCUMENT R2000-120890 AND RUNNING THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 1 604.49 FEET TO AN ANGLE POINT; THENCE SOUTHEASTERLY ALONG A NORTHERLY PROPERTY LINE OF SAID LOT 1 400.65 FEET TO THE NORTHWEST CORNER OF PARCEL 1 IN YORKTOWN COMMONS PHASE 1 ASSESSMENT PLAT

RECORDED SEPTEMBER 1, 2017 AS DOCUMENT NO. R2017-090478, IN DUPAGE COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID PARCEL 1 449.16 FEET TO THE NORTHEAST CORNER THEREOF; THENCE THE FOLLOWING 3 COURSES, ALL BEING ALONG PROPERTY LINES OF SAID PARCEL 1, 1) SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 358.05 FEET; 2) THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 198.70 FEET; 3) THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 390.12 FEET TO A POINT ON THE NORTH LINE OF LOT 1 IN FINAL PLAT OF HIGHLAND-YORKTOWN RESUBDIVISION RECORDED OCTOBER 13, 2006 AS DOCUMENT NO. R2006-198283 IN DUPAGE COUNTY, ILLINOIS BEING 460.45 FEET SOUTHEASTERLY OF THE NORTHWEST CORNER THEREOF; THENCE THE FOLLOWING 17 COURSES, ALL BEING ALONG PROPERTY LINES OF SAID LOT 1 IN FINAL PLAT OF HIGHLAND-YORKTOWN RESUBDIVISION, 1) SOUTHEASTERLY ALONG SAID NORTH LINE OF SAID LOT 1 (PER DOC. R2006-198283) 102.15 FEET TO THE MOST NORTHEASTERLY CORNER THEREOF, 2) SOUTHEASTERLY 231.10 FEET TO THE MOST EASTERLY CORNER THEREOF, 3) SOUTHWESTERLY 473.24 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD RIGHT OF WAY, 4) SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE ALSO BEING A SOUTH LINE OF LOT 1 AFORESAID 9.00 FEET, SAID POINT ALSO BEING THE MOST SOUTHEASTERLY CORNER OF LOT 2 IN SAID HIGHLAND-YORKTOWN RESUBDIVISION, 5) NORTHWESTERLY 149.27 FEET ALONG A PROPERTY LINE COMMON TO LOTS 1 AND 2 AFORESAID, 6) SOUTHWESTERLY 367.69 FEET ALONG A PROPERTY LINE COMMON TO SAID LOTS 1 AND 2, 7) SOUTHEASTERLY 149.27 FEET ALONG A PROPERTY LINE COMMON TO SAID LOTS 1 AND 2 TO A POINT ON THE NORTH LINE OF BUTTERFIELD ROAD RIGHT OF WAY, 8) SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD 258.31 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 1, BEING A COMMON PROPERTY CORNER WITH LOT 8 IN YORKTOWN, RECORDED SEPTEMBER 27, 1968 AS DOCUMENT R1968-044972 IN DUPAGE COUNTY, ILLINOIS, 9) NORTHWESTERLY ALONG A PROPERTY LINE COMMON TO LOTS 1 AND LOT 8 (YORKTOWN) 211.36 FEET, 10) NORTHEASTERLY ALONG A PROPERTY LINE COMMON TO SAID LOTS 1 AND 8, 74.59 FEET, 11) THENCE NORTHWESTERLY ALONG A PROPERTY LINE COMMON TO SAID LOTS 1 AND 8, 69.04 FEET TO A POINT OF CURVATURE, (SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF LOT 2 IN TBA RESUBDIVISION PLAT RECORDED NOVEMBER 13, 2003 AS DOCUMENT R2003-433529, 12) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET, A CHORD DISTANCE OF 189.018 FEET FOR AN ARC DISTANCE OF 197.835 FEET (ALSO BEING A PROPERTY LINE COMMON WITH SAID LOT 2 TBA RESUBDIVISION), 13) NORTH ALONG A PROPERTY LINE COMMON WITH THE EAST LINE OF SAID LOT 2 (TBA RESUBDIVISION) 145.143 FEET TO A POINT OF CURVATURE, 14) ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, WHOSE CHORD BEARS NORTHWESTERLY FOR AN ARC DISTANCE OF 39.56 FEET TO A POINT OF COMPOUND CURVATURE, 15) ALONG A CURVE

WHOSE CHORD BEARS WEST 91.50 FEET FOR AN ARC DISTANCE OF 92.00 FEET, SAID CURVE BEING A COMMON PROPERTY LINE WITH THE MOST NORTH LINE OF SAID LOT 2 (TBA RESUBDIVISION) TO A POINT OF COMPOUND CURVATURE, 16) ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 105.00 FEET, WHOSE CHORD BEARS SOUTHWESTERLY TO A POINT OF INTERSECTION WITH THE EAST LINE OF HIGHLAND AVENUE RIGHT OF WAY AS TAKEN PER DOCUMENT RECORDED JANUARY 16, 2004 AS NO. R2004-015543, 17) THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY 31.66 FEET TO THE NORTHEAST CORNER OF SAID RIGHT OF WAY BEING ON A PROPERTY LINE COMMON TO SAID LOT 1 AND THE MOST SOUTHERLY PROPERTY LINE OF PARCEL 1 IN YORKTOWN COMMONS PHASE 1 ASSESSMENT PLAT AFORESAID; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID PARCEL 1 AND THE NORTH LINE OF THE AFORESAID HIGHLAND AVENUE RIGHT OF WAY TAKING 20.02 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE THE FOLLOWING 7 COURSES, ALL BEING ALONG PROPERTY LINES OF SAID PARCEL 1, 1) NORTHWESTERLY 91.21 FEET, 2) SOUTHEASTERLY 47.32 FEET, 3) SOUTHEASTERLY 7.32 FEET TO A POINT OF CURVATURE, 4) ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 105.00 FEET WHOSE CHORD BEARS SOUTHEASTERLY FOR AN ARC DISTANCE OF 56.51 FEET, 5) NORTHEASTERLY 92.00 FEET TO A POINT OF CURVATURE, 6) ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET WHOSE CHORD BEARS NORTHEASTERLY FOR AN ARC DISTANCE OF 39.27 FEET, 7) NORTHWESTERLY 282.62 FEET TO A CORNER OF PARCEL 1, ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN FINAL PLAT OF YORKTOWN-HIGHLAND RESUBDIVISION (DOC. R2006-170876 AFOREMENTIONED), THE PREVIOUS 7 COURSES ALL BEING COMMON PROPERTY LINES WITH LOT 1 IN SAID FINAL PLAT OF YORKTOWN-HIGHLAND RESUBDIVISION (DOC. R2006-170876), AND SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER PER DOCUMENT R2000-120890 AFOREMENTIONED; THENCE ALONG THE FOLLOWING 9 COURSES, ALL BEING PROPERTY LINES OF SAID LOT 1 (DOC. R2000-120890), 1) NORTHWESTERLY 352.27 FEET TO A POINT OF CURVATURE, 2) ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET WHOSE CHORD BEARS NORTHWESTERLY 35.36 FEET, AN ARC DISTANCE OF 39.27 FEET, 3) SOUTHWESTERLY 114.00 FEET TO A POINT OF CURVATURE, 4) ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 77.00 FEET, WHOSE CHORD BEARS SOUTHWESTERLY 75.83 FEET, AN ARC DISTANCE OF 79.29 FEET (PREVIOUS 4 COURSES ALL BEING PROPERTY LINES COMMON TO LOT 3 IN SAID CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER), 5) NORTHWESTERLY ALONG THE MOST WESTERLY LINE OF SAID LOT 1 (ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF HIGHLAND AVENUE RIGHT OF WAY) 119.32 FEET TO A POINT OF CURVATURE, 6) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 90.00 FEET, WHOSE CHORD BEARS SOUTHEASTERLY 73.51 FEET AN ARC DISTANCE OF 75.72 FEET 7) NORTHEASTERLY 114.00 FEET TO A POINT OF



CURVATURE, 8) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, WHOSE CHORD BEARS NORTHEASTERLY 35.36 FEET AN ARC DISTANCE OF 39.27 FEET, 9) NORTHWESTERLY 448.23 FEET TO THE POINT OF BEGINNING (PREVIOUS 4 COURSES ALL BEING PROPERTY LINES COMMON TO LOT 2 IN SAID CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER), ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND DESCRIBED BY BEGINNING AT A POINT ON THE MOST WESTERLY LOT LINE OF LOT 1 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER, BEING AN ASSESSMENT PLAT OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT OF CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER RECORDED AUGUST 8, 2000 AS DOCUMENT R2000-120890, SAID POINT BEING THE MOST SOUTHERLY CORNER OF SAID WESTERLY LOT LINE AND RUNNING THENCE NORTHEASTERLY ALONG SAID WEST LINE OF SAID LOT 1 119.32 FEET; THENCE NORTHWESTERLY 2.31 FEET TO A POINT BEING A COMMON CORNER WITH LOT 2 OF SAID CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER; THENCE CONTINUING NORTHWESTERLY ALONG A SOUTHWESTERLY LINE OF SAID LOT 2 12.45 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HIGHLAND AVENUE AS SHOWN PER DOCUMENT R2000-120890 AFORESAID; THENCE WESTERLY PERPENDICULAR TO THE WEST LINE OF SAID LOT 2 ACROSS THE FULL RIGHT OF WAY OF HIGHLAND AVENUE TO THE WEST LINE OF SAID RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE AFORESAID MOST WESTERLY PROPERTY LINE OF LOT 1 IN CARSON'S ASSESSMENT PLAT, SAID PERPENDICULAR LINE BEING DRAWN FROM THE AFORESAID MOST SOUTHERLY CORNER OF THE MOST WESTERLY PROPERTY LINE OF LOT 1; THENCE EASTERLY ALONG SAID PERPENDICULAR LINE TO THE AFORESAID MOST SOUTHERLY CORNER OF THE MOST WESTERLY PROPERTY LINE OF LOT 1, BEING ALSO THE POINT OF BEGINNING, IN DUPAGE COUNTY ILLINOIS.

PARCEL 4:

A PARCEL OF LAND DESCRIBED BY BEGINNING AT A POINT BEING THE NORTHEAST CORNER OF A PARCEL OF LAND DEDICATED FOR HIGHLAND AVENUE RIGHT OF WAY PER DOCUMENT NO. R2004-015543, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THE MOST WESTERLY PROPERTY LINE OF LOT 1 IN FINAL PLAT OF HIGHLAND-YORKTOWN RESUBDIVISION PER DOCUMENT R 2006-198283 AND RUNNING THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID DEDICATION 62.79 FEET; THENCE SOUTHWESTERLY 28.28 FEET ALONG THE SOUTHERLY LINE OF SAID TAKING TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE MOST WESTERLY PROPERTY LINE OF LOT 2 IN TBA RESUBDIVISION PLAT PER DOCUMENT R2003-433529; THENCE WESTERLY PERPENDICULAR TO THE MOST WESTERLY PROPERTY LINE OF LOT 2 AFORESAID ACROSS THE FULL RIGHT OF WAY OF HIGHLAND AVENUE TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HIGHLAND AVENUE; THENCE NORTHERLY ALONG SAID

WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO A WESTERLY PROPERTY LINE OF PARCEL 1 IN YORKTOWN COMMONS PHASE 1 ASSESSMENT PLAT PER DOCUMENT R2017-090478, SAID PERPENDICULAR LINE BEING DRAWN FROM THE MOST NORTHERLY CORNER OF THE MOST WESTERLY PROPERTY LINE OF SAID PARCEL 1; THENCE SOUTHWESTERLY ALONG SAID MOST WESTERLY PROPERTY LINE 91.21 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DEDICATED FOR HIGHLAND AVENUE RIGHT OF WAY PER DOCUMENT R2004-015543 AFORESAID; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID DEDICATION (ALSO BEING ALONG THE MOST SOUTHERLY LINE OF SAID PARCEL 1) 20.02 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 5:**

A PARCEL OF LAND DESCRIBED BY BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF LOT 1 IN HIGHLAND YORKTOWN RESUBDIVISION PER DOCUMENT R2006-198283 AND RUNNING SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF A 211.36 FOOT LONG PROPERTY LINE COMMON TO LOT 1 AFORESAID AND LOT 8 IN YORKTOWN PER DOCUMENT R1968-044972 TO THE CENTERLINE OF BUTTERFIELD ROAD RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID CENTERLINE FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF A PROPERTY LINE BEING 149.27 FEET LONG AND COMMON TO LOT 1 AFORESAID WITH THE SOUTHWESTERLY LINE OF LOT 2 IN HIGHLAND YORKTOWN RESUBDIVISION AFORESAID; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 2 (ALSO BEING A CORNER COMMON TO LOT 1 AFORESAID), IN DUPAGE COUNTY, ILLINOIS.

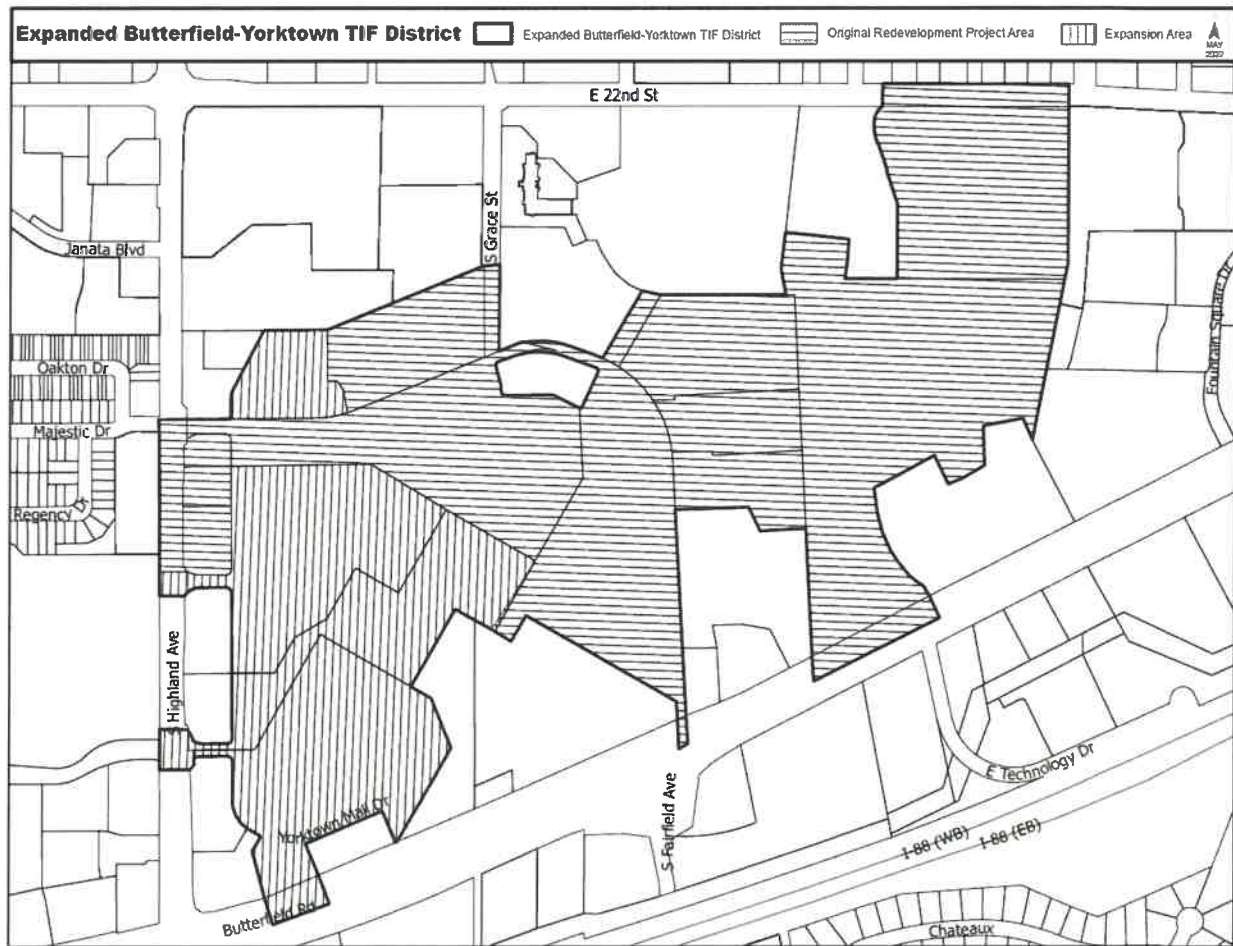
**P.I.N.s:** 06-29-101-037, 06-29-101-038, 06-29-101-043, 06-29-101-044,  
06-29-101-046, 06-29-101-047, 06-29-101-048, 06-29-101-049,  
06-29-200-051, 06-29-200-052, 06-29-200-053, 06-29-200-056,  
06-29-200-057, 06-29-200-059 and 06-29-301-014.

**Common Boundary Description:** The area generally bounded by: 22nd Street on the North; the West line of the Fountain Square development on the East; Butterfield Road on the South; and Highland Avenue on the West; exclusive of: the 701 East 22nd Street office building; Target, 1, 3, 55, 80, 84, 85, 87, 90, 92, 94, 96 and 145 Yorktown Shopping Center; the multi-family residential and vacant properties located North of the East/West portion of Yorktown Mall Drive; the Boeger Cemetery property located along the North side of Butterfield Road, South of 145 Yorktown Shopping Center; and the 700 and 720 East Butterfield Road office buildings; in Lombard, Illinois.

## **EXHIBIT 1-B**

### **Redevelopment Project Area for the Lombard Butterfield-Yorktown Tax Increment Financing District**

#### **Depiction**



## **EXHIBIT 2-A**

### **Butterfield Road/Yorktown Business District No. 2**

#### **Legal Description**

##### **Legal Description:**

A PARCEL OF LAND IN THE NORTH HALF OF THE EAST HALF OF SECTION 29, AND THE EAST HALF OF THE WEST HALF OF SECTION 29, BOTH IN TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN FINAL PLAT OF SUBDIVISION OF 701-747 22ND STREET SUBDIVISION, RECORDED APRIL 5, 2010 AS DOCUMENT R2010-043541 AND RUNNING THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID LOT 1 686.60 FEET TO AN ANGLE POINT; THENCE SOUTHWESTERLY ALONG THE MOST SOUTHEASTERLY LINE OF SAID LOT 1, 69.66 FEET TO THE SOUTHEAST CORNER THEREOF, ALSO BEING THE NORTHEAST CORNER OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT RECORDED AUGUST 28, 2007 AS DOCUMENT R2007-159301; CONTINUING THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID PARCEL 1 PER DOCUMENT R2007-159301, 717.65 FEET; THENCE ALONG THE SOUTHERN BOUNDARY LINES OF SAID PARCEL 1 THE FOLLOWING 7 COURSES; 1) NORTHWESTERLY 93.42 FEET, 2) SOUTHWESTERLY 173.27 FEET, 3) SOUTHEASTERLY 186.14 FEET, 4) SOUTHWESTERLY 107.62 FEET, 5) SOUTHWESTERLY 67.48 FEET, 6) NORTHWESTERLY 138.83 FEET, 7) SOUTHWESTERLY 300.00 FEET; THENCE SOUTHEASTERLY 104.26 FEET TO A POINT OF CURVATURE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 591.66 FEET, AND AN ARC DISTANCE OF 93.90 FEET TO A POINT OF COMPOUND CURVATURE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 402.98 FEET, AND AN ARC DISTANCE OF 116.05 FEET TO A POINT OF COMPOUND CURVATURE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 683.51 FEET AND AN ARC DISTANCE OF 95.44 FEET TO A POINT OF COMPOUND CURVATURE, HAVING A RADIUS OF 198.74 FEET AND AN ARC DISTANCE OF 64.17 FEET TO A POINT OF REVERSE CURVATURE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 121.91 FEET AND AN ARC DISTANCE OF 74.06 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL 1 PER DOCUMENT R2007-159301, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROUTE 56, BUTTERFIELD ROAD; THENCE SOUTHEASTERLY ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF PARCEL 1 AFORESAID (ALSO BEING THE NORTH LINE OF BUTTERFIELD ROAD-F.A. RTE. 131, ST. RT. 56) 200.00 FEET TO THE SOUTH LINE OF SAID BUTTERFIELD ROAD RIGHT OF WAY AS DEDICATED PER DOCUMENT 381698 AND 387284; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE TO A POINT OF INTERSECTION WITH THE EAST LINE OF LOT 1 IN SAM'S CLUB

RESUBDIVISION RECORDED SEPTEMBER 7, 2017 AS DOCUMENT R2017-092244; THENCE SOUTHEASTERLY ALONG THE AFORESAID EAST LINE OF LOT 1 610.21 FEET TO THE SOUTHEAST CORNER THEREOF, BEING ALSO THE NORTHEAST CORNER OF LOT 6 IN NORTHERN ILLINOIS GAS COMPANY YORK TOWNSHIP ASSESSMENT PLAT NO. 1 AS MONUMENTED AND DELINEATED ON SAID SAM'S CLUB RESUBDIVISION; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF THE AFORESAID EAST LINE OF LOT 1 IN SAM'S CLUB RESUBDIVISION A DISTANCE OF 83.57 FEET TO THE NORTH LINE OF INTERSTATE 88 (ILLINOIS TOLL HIGHWAY) AS MONUMENTED AND DELINEATED ON SAID SAM'S CLUB RESUBDIVISION, ALSO BEING THE SOUTH LINE OF SAID LOT 6 IN NORTHERN ILLINOIS GAS COMPANY YORK TOWNSHIP ASSESSMENT PLAT NO. 1 AFORESAID; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF INTERSTATE 88 AND SOUTH LINE OF LOT 6 AFORESAID, BEING THE ARC OF CURVE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 11334.19 FEET, WHOSE CHORD BEARS SOUTH 68 DEGREES 47 MINUTES 10 SECONDS WEST A DISTANCE OF 342.77 FEET FOR AN ARC DISTANCE OF 342.78 FEET; CONTINUING THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF INTERSTATE 88 AND SOUTH LINE OF LOT 6, 674.18 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF VACATED FAIRFIELD AVENUE (PER DOCUMENT R1971-061911); THENCE NORTHWESTERLY ALONG A PROPERTY LINE OF SAID LOT 6 IN NORTHERN ILLINOIS GAS COMPANY YORK TOWNSHIP ASSESSMENT PLAT NO. 1 AFORESAID 26.29 FEET; CONTINUING THENCE SOUTHWESTERLY ALONG A SOUTH PROPERTY LINE OF LOT 6 AFORESAID TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE MOST EASTERLY LINE OF LOT 1 IN WINDY HILL ACRES RECORDED FEBRUARY 18, 1958 AS DOCUMENT R1958-871168; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION, ALSO BEING THE WEST LINE OF LOT 6 AFORESAID, ALSO BEING THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 29 AFORESAID AND THE WEST LINE OF A 33 FOOT EASEMENT FOR PUBLIC ROAD DEDICATED PER DOCUMENT R1954-741488 AND SHOWN AS GILMORE STREET PER DOCUMENT R1958-871168, 86.75 FEET TO THE ORIGINALLY PLATTED MOST SOUTHEASTERLY CORNER OF SAID LOT 1 IN WINDY HILL ACRES; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF AFORESAID LOT 6 (NORTHERN ILLINOIS GAS COMPANY TOWNSHIP ASSESSMENT PLAT NO. 1), ALSO BEING THE SOUTHWESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN FINAL PLAT OF INSITE LOMBARD (BFIELD), LLC PER DOCUMENT R2008-105880, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 349.50 FEET TO THE SOUTH LINE OF F.A. ROUTE 131 (BUTTERFIELD ROAD); THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF F.A. ROUTE 131 TO THE NORTHEAST CORNER OF PARCEL ONE OF ARLEY BOZICNIK PLAT OF SURVEY RECORDED OCTOBER 15, 1954 AS DOCUMENT R1954-733706 (BEING A POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 29 AFORESAID AND THE SOUTH LINE OF ILLINOIS ROUTE 56 (BUTTERFIELD ROAD) AS SHOWN ON AFORESAID PLAT OF HIGHWAYS DOCUMENT R1988-023382 (SAID SOUTH LINE OF BUTTERFIELD ROAD AS

TAKEN PER DOCUMENT R1968-049027 FROM SAID PARCEL ONE); THENCE NORTHWESTERLY PERPENDICULAR TO THE SAID SOUTH LINE OF BUTTERFIELD ROAD TO THE NORTH LINE OF SAID BUTTERFIELD ROAD RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID NORTH LINE OF THE BUTTERFIELD ROAD RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE AFORESAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 29 (ALSO BEING THE SOUTHWEST CORNER OF TAX PARCEL NUMBER 06-29-400-001 SHOWN ON YORKTOWN, DOCUMENT NO. R1968-044972 AS "CEMETERY" PARCEL); CONTINUING THENCE NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE, 990.79 FEET, MORE OR LESS, TO THE MOST SOUTHEASTERLY CORNER OF PARCEL 2 IN YORKTOWN COMMONS PHASE 1 ASSESSMENT PLAT RECORDED SEPTEMBER 1, 2017 AS DOCUMENT R2017-090478, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOT 5 OF YORKTOWN PER DOCUMENT RECORDED AUGUST 4, 1971 AS DOCUMENT NO. R1971-037779; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID LOT 1 (PER DOCUMENT R1971-037779) 295.00 FEET; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 1, 150.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTHWESTERLY 212.19 FEET TO A POINT OF INTERSECTION WITH A LINE BEING 30 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 1 IN RESUBDIVISION OF LOT 1 IN PEHRSON SECOND RESUBDIVISION PER DOCUMENT R2015-128216; THENCE NORTHWESTERLY 165.00 FEET ALONG SAID PARALLEL LINE; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 85.00 FEET; THENCE SOUTHEASTERLY ALONG A LINE 50 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOT 1 (PER DOCUMENT R2015-128216) AFORESAID, 149.12 FEET; THENCE SOUTH 38 DEGREES 25 MINUTES 42 SECONDS WEST (DEED, 44 SECONDS WEST CALC.) 604.76 FEET; THENCE SOUTH 66 DEGREES 33 MINUTES 07 SECONDS WEST, 515.96 FEET; THENCE SOUTHWESTERLY, 189.32 FEET (DEED, CALC.=190.92 FEET) TO A POINT ON THE MOST SOUTHWESTERLY LINE OF LOT 6 IN YORKTOWN (PER DOCUMENT R1968-044972) AFORESAID; THENCE NORTHEASTERLY ALONG MOST SOUTHWESTERLY LINE OF LOT 6 AFORESAID, 156.59 FEET TO A PROPERTY CORNER THEREOF, ALSO BEING A PROPERTY CORNER IN COMMON WITH LOT 1 OF HIGHLAND-YORKTOWN RESUBDIVISION RECORDED AS DOCUMENT R2006-198283; THENCE NORTHWESTERLY ALONG A SOUTHWESTERLY LINE OF LOT 6 AFORESAID, 231.096 FEET TO ANOTHER CORNER OF SAID LOT 6, ALSO IN COMMON WITH LOT 1 (PER DOC. R2006-198283, 231.10 FEET); THENCE NORTHWESTERLY ALONG A LINE COMMON TO SAID LOT 6 AND LOT 1, 102.16 FEET TO A POINT ON THE MOST NORTHWESTERLY PROPERTY LINE OF SAID LOT 6; THENCE NORTHEASTERLY ALONG SAID PROPERTY LINE (ALSO BEING A COMMON PROPERTY LINE WITH PARCEL 2 IN YORKTOWN COMMONS PHASE 1 ASSESSMENT PLAT PER DOCUMENT R2017-090478), 147.40 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 17.93 FEET (DEED, CALC. = 17.29 FEET), THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 65.00 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 451.59

FEET TO A POINT ON A NORTHWESTERLY PROPERTY LINE OF SAID PARCEL 1 PER DOCUMENT R2017-090478; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE 138.17 FEET TO AN ANGLE POINT; THENCE SOUTHWESTERLY ALONG A NORTHWESTERLY PROPERTY LINE OF SAID PARCEL 1, 165.00 FEET; THENCE NORTHWESTERLY, 240.24 FEET TO A POINT OF INTERSECTION WITH A LINE BEING 40 FEET EAST OF AND PARALLEL WITH THE EAST LINES OF LOTS 2 AND 3 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER PER DOCUMENT R2000-120890; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, 680.98 FEET TO A POINT OF CURVATURE; THENCE 36.54 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 210.00 FEET; WHOSE CHORD BEARS NORTHEASTERLY 36.496 FEET TO A POINT ON THE NORTH LINE OF LOT 1 IN SAID CARSON'S ASSESSMENT PLAT; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE, 561.13 FEET TO AN ANGLE POINT; THENCE SOUTHEASTERLY ALONG A NORTH LINE OF SAID LOT 1, 70.00 FEET; THENCE NORTHWESTERLY, 296.83 FEET (MORE OR LESS) TO A POINT OF CURVATURE IN THE NORTH LINE OF PARCEL 2 PER HIGHLAND AVENUE ASSESSMENT PLAT PER DOCUMENT R2012-012175 (SAID POINT ALSO BEING ON THE SOUTH LINE OF LOT 4 IN FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1 PER DOCUMENT R2016-093310); THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 4 PER DOCUMENT R2016-093310 , 189.38 FEET, BEING THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 500.00 FEET, WHOSE CHORD BEARS SOUTHWESTERLY, 188.25 FEET (MORE OR LESS) TO A POINT OF TANGENCY ON THE SOUTH LINE OF LOT 3 IN SAID FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1 AFORESAID; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE OF LOT 3 (ALSO BEING THE NORTH LINE OF PARCEL 2 PER DOCUMENT R2012-012175 AFORESAID), 558.702 FEET TO A POINT OF INTERSECTION WITH A LINE BEING 13.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF HIGHLAND AVENUE AS DEDICATED PER DOCUMENT NO. R68-10770 (SAID POINT BEING THE SOUTHEAST CORNER OF PROPERTY DESCRIBED AS EXCEPTION TO LOT 1 OF PEHRSON'S RESUBDIVISION (RECORDED AS DOCUMENT R1975-052797) PER DEED RECORDED AS R2017-010084 (AND OTHERS); THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID EXCEPTION PARCEL, BEING A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1;, 47.30 FEET; THENCE NORTHWESTERLY, 28.28 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, BEING 67.26 FEET NORTH OF (MEASURED ALONG THE WEST LINE THEREOF) THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING NORTHWESTERLY ALONG SAID WEST LINE, 319.173 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE NORTH LINES OF LOTS 1 AND 2 IN SAID PEHRSON'S RESUBDIVISION 360.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 (SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 3 IN FINAL PLAT OF SUBDIVISION YORKTOWN COMMONS PHASE 1, PER DOCUMENT R2016-093310 AFOREMENTIONED); THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 3 PER DOCUMENT R2016-093310, 281.24 FEET TO THE NORTHEAST CORNER THEREOF, ALSO BEING THE NORTHWEST



CORNER OF LOT 4 IN SAID FINAL PLAT OF SUBDIVISION; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 4, 742.45 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF 67.00 FOOT WIDE SOUTH GRACE STREET RIGHT OF WAY AS DEDICATED PER DOCUMENT R1972-057164; THENCE NORTHEASTERLY ALONG THE EASTERLY PROLONGATION OF THE SAID NORTH LINE OF LOT 4 TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID SOUTH GRACE STREET RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF A 30 FOOT EASEMENT FOR UNDERGROUND UTILITIES PER DOCUMENT R1968-045002, ALSO BEING THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 4 IN FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1 AFORESAID; THENCE SOUTHWESTERLY TO A POINT OF CURVATURE, BEING THE NORTHWESTERLY CORNER OF LOT 2 IN SAID FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1; THENCE CONTINUING THE FOLLOWING SEVEN (7) COURSES, ALL BEING ALONG PROPERTY LINES OF SAID LOT 2, 1) 30.17 FEET, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET WHOSE CHORD BEARS SOUTH 25 DEGREES 50 MINUTES 49 MINUTES WEST, 2) SOUTH 17 DEGREES 21 MINUTES 56 SECONDS EAST, 83.14 FEET; 3) SOUTH 02 DEGREES 39 MINUTES 50 SECONDS EAST, 26.41 FEET TO A POINT OF CURVATURE, 4) 28.09 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 18.00 FEET, WHOSE CHORD BEARS SOUTH 47 DEGREES 22 MINUTES 03 SECONDS EAST, 5) NORTH 87 DEGREES 55 MINUTES 45 SECONDS EAST, 209.84 FEET, 6) SOUTH 65 DEGREES 23 MINUTES 09 SECONDS EAST, 127.04 FEET, 7) NORTH 27 DEGREES 57 MINUTES 54 SECONDS EAST, 171.44 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 1 IN SAID FINAL PLAT OF SUBDIVISION OF YORKTOWN COMMONS PHASE 1; CONTINUING THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 1, 290.74 FEET (MORE OR LESS PER DOCUMENT R1995-162762), BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 518.00 FEET TO A POINT OF INTERSECTION WITH THE MOST WESTERLY NORTH PROPERTY CORNER OF LOT 5 IN YORKTOWN PERIPHERAL/TARGET SUBDIVISION PER DOCUMENT R1995-162762; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY PROPERTY LINES OF SAID LOT 5, 1) NORTHEASTERLY, 94.59 FEET, 2) NORTHWESTERLY 13.00 FEET, 3) NORTHEASTERLY 543.37 FEET TO THE NORTHEAST CORNER THEREOF (SAID POINT ALSO BEING ON A WEST PROPERTY LINE OF PARCEL 1 OF NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT PER DOCUMENT R2007-159301 AND THE SOUTHEAST CORNER OF LOT 2 IN YORKTOWN PERIPHERAL/TARGET SUBDIVISION AFOREMENTIONED; THENCE NORTHWESTERLY 160.75 FEET ALONG THE PROPERTY LINE COMMON TO SAID YORKTOWN PERIPHERAL/TARGET SUBDIVISION AND THE NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT TO AN ANGLE POINT; THENCE NORTHWESTERLY ALONG SAID COMMON LINE, 251.35 FEET TO AN ANGLE

POINT; THENCE SOUTHWESTERLY, 36.67 FEET TO A POINT ON A WESTERLY PROPERTY LINE OF SAID PARCEL 1 IN SAID ASSESSMENT PLAT; THENCE NORTHWESTERLY ALONG SAID WESTERLY PROPERTY LINE, 116.51 FEET TO AN ANGLE POINT; THENCE NORTHEASTERLY ALONG A WESTERLY PROPERTY LINE OF SAID PARCEL 1, 157.16 FEET TO THE MOST NORTHWESTERLY CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE MOST NORTHERLY LINE OF SAID PARCEL 2, 282.40 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 70.50 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,661.83 FEET , WHOSE CHORD BEARS SOUTHWESTERLY TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY 103.23 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 767.39 FEET, WHOSE CHORD BEARS SOUTHWESTERLY TO A POINT OF INTERSECTION WITH A NORTH PROPERTY LINE OF SAID PARCEL 1 (ALL CURVE INFORMATION PER SAID ASSESSMENT PLAT), SAID POINT OF INTERSECTION ALSO BEING THE MOST SOUTHERLY LINE OF LOT 2 IN 701-747 22ND STREET SUBDIVISION PER DOCUMENT R2010-043541; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAID LOT 2, 229.59 FEET TO THE SOUTHEAST CORNER THEREOF, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN SAID 701-747 22ND STREET SUBDIVISION; THENCE THE FOLLOWING TEN (10) COURSES, ALL ALONG THE MOST WESTERLY PROPERTY LINES OF SAID LOT 1, 1) NORTHWESTERLY, 326.45 FEET, 2) NORTHWESTERLY 154.85 FEET, 3)NORTHEASTERLY 3.07 FEET, 4) NORTHWESTERLY 122.51 FEET, 5) SOUTHWESTERLY 3.07 FEET, 6) NORTHWESTERLY 32.04 FEET, 7) NORTHWESTERLY 48.33 FEET, 8) NORTHEASTERLY 42.43 FEET, 9) NORTHEASTERLY 34.93 FEET, 10) NORTHEASTERLY 21.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 (ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF 22ND STREET); THENCE NORTHWESTERLY, PERPENDICULAR TO THE NORTH LINE OF SAID LOT 1 AND THE SAID SOUTH RIGHT OF WAY LINE OF 22ND STREET 100.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID 22ND STREET; THEN NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE 817.98 FEET TO A POINT 100.00 FEET NORTH OF (AS MEASURED PERPENDICULAR TO) THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHERLY, ALONG A LINE PERPENDICULAR TO THE AFORESAID NORTH RIGHT OF WAY LINE OF 22ND STREET TO THE NORTHEAST CORNER OF LOT 1, BEING THE AFORESAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

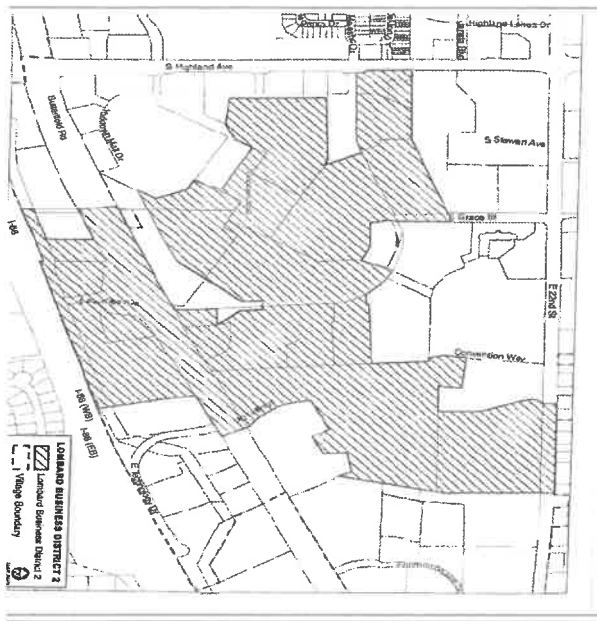
<b><u>P.I.N.</u></b>	<b><u>Common Address</u></b>	
06-29-101-019	3 Yorktown Center	Lombard, Illinois 60148
06-29-101-035	1 Yorktown Center	Lombard, Illinois 60148
06-29-101-038	230 Yorktown Center	Lombard, Illinois 60148
06-29-101-044	175 Yorktown Center	Lombard, Illinois 60148
06-29-101-046	2 Yorktown Center	Lombard, Illinois 60148

06-29-101-047	20 Yorktown Center	Lombard, Illinois 60148
06-29-101-048	203 Yorktown Center	Lombard, Illinois 60148
06-29-101-049	155 Yorktown Center	Lombard, Illinois 60148
06-29-200-017	85 Yorktown Center	Lombard, Illinois 60148
06-29-200-051	72 Yorktown Center	Lombard, Illinois 60148
06-29-200-052	78 Yorktown Center	Lombard, Illinois 60148
06-29-200-056	610-690 E. Butterfield Rd.	Lombard, Illinois 60148
06-29-200-059	747 E. 22nd St.	Lombard, Illinois 60148
06-29-200-061	80 Yorktown Center	Lombard, Illinois 60148
06-29-200-062	84 Yorktown Center	Lombard, Illinois 60148
06-29-301-008	145 Yorktown Center	Lombard, Illinois 60148
06-29-400-002	145 Yorktown Center	Lombard, Illinois 60148
06-29-401-007	477 E. Butterfield Rd.	Lombard, Illinois 60148
06-29-401-012	455 E. Butterfield Rd.	Lombard, Illinois 60148
06-29-402-016	555 E. Butterfield Rd.	Lombard, Illinois 60148
06-29-402-022	2900 S. Fairfield Ave.	Lombard, Illinois 60148
06-29-402-032	601 E. Butterfield Rd.	Lombard, Illinois 60148

## **EXHIBIT 2-B**

### **Butterfield Road/Yorktown Business District No. 2**

#### **Depiction**



### **EXHIBIT 3**

#### **Legal Description of the Property (Lot 2 in the Hoffmann – Lombard Subdivision, Lombard, Illinois)**

LOT 2 IN HOFFMANN – LOMBARD SUBDIVISION, A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1 IN THE RESUBDIVISION OF NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LOMBARD, DUPAGE COUNTY, ILLINOIS.

**P.I.N.:** Pt. 06-29-200-056.

**Common Address:** Lot 2 in the Hoffmann – Lombard Subdivision, Lombard, Illinois

**EXHIBIT 4**

**Real Estate Purchase and Sales Contract  
(Lot 2 in the Hoffmann – Lombard Subdivision, Lombard, Illinois)**

(attached)

## REAL ESTATE PURCHASE AND SALES CONTRACT

### ("LOT 2 - WATER TOWER SITE" IN THE HOFFMANN – LOMBARD SUBDIVISION, LOMBARD, ILLINOIS)

THIS REAL ESTATE PURCHASE AND SALES CONTRACT (the "Contract") is made as of the Effective Date (as defined in Paragraph 26 hereof) between **HOFFMANN 600 LOMBARD LLC**, an Illinois limited liability company (the "Seller"), and the **VILLAGE OF LOMBARD**, an Illinois municipal corporation (the "Buyer" or "Village"). The Seller and the Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

#### AGREEMENT:

1. **BUYER IS A MUNICIPAL ENTITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE PRESIDENT AND BOARD OF TRUSTEES OF BUYER.**

2. **SALE/SELLER'S CLOSING CONDITIONS.** Seller owns the approximately twenty-seven and 55/100 (27.55+/-) acre "**Development Parcel**", located north of Butterfield Road, also known as Illinois State Route 56, in Lombard, DuPage County, Illinois, with property index number ("**PIN**") 06-29-200-056. The "Property" to be sold and conveyed by the Seller to the Buyer is designated as "Lot 2" or the "Water Tower Lot" and is as defined below and consists of a portion of the Development Parcel comprised of approximately thirty thousand seven hundred sixteen (30,716+/-) square feet of area, more or less (the "**Property**"). The Property is legally described in the "Plat of Hoffmann – Lombard Subdivision (Two Lots)", a copy of which is attached hereto as **Exhibit A** and made a part hereof, which legal description is substantially similar to "Lot 7" of the "Preliminary Plat of Subdivision Hoffmann – Lombard Subdivision" (the "**2021 Preliminary Plat**") approved by the President and Board of Trustees of the Village of Lombard on January 21, 2021 in Ordinance 7907, entitled "An Ordinance Approving a Preliminary Plat of Resubdivision for the Property at 600-690 E. Butterfield Road, Lombard, Illinois", as readopted by the President and Board of Trustees of the Village of Lombard on January 20, 2022 in Ordinance 8022.

Subject to Seller's Closing Conditions (as defined below), and the terms and conditions of this Contract, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Contract, the fee simple title to the Property.

Buyer acknowledges, understands and agrees that preconditions to Seller conveying title to the Property to Buyer, in addition to other terms and conditions of this Contract, include completion of the following "**Seller's Closing Conditions**":

- A. **Plat of Subdivision of the Development Parcel.** The following conditions apply to the Plat of Subdivision:
  - a. A precondition to Seller conveying title to the Property to Buyer is the finalization, Village approval, execution and recording of a final plat of for the Development Parcel ("**Final Plat**") in substantial conformance with the attached Plat of Hoffmann – Lombard Subdivision (Two Lots) (**Exhibit A**).
  - b. No Village permits shall be issued for any private development on the Development Parcel until final development plans are submitted to and get approved via the Village plan review approval process. In order to finalize the Final Plat, Seller must receive final



engineering approval from the Buyer. The Seller and the Buyer shall each coordinate the engineering of their respective planned improvements to the Development Parcel and the Property, respectively, in order to allow the other Party to complete engineering for their respective properties. The Final Plat shall include ingress and access and water main easements and other easements as customarily required by Buyer for the benefit of the Water Tower Lot, for public travel, ingress and egress, and for water mains, over Lot 1 as depicted on the Final Plat, including the following access easement relocation provision:

"Temporary Ingress / Egress Access Easement and Municipal Utility Easement Relocation for Lot 1 and Lot 2. As part of this real estate transaction, the Parties agree to enter into and file against the title to Lot 1 of the Property, a document entitled "Grant Of Ingress, Egress And Water Main Easements" whereby the Seller grants, conveys, assigns and quit claims to the Buyer and the DuPage Water Commission a nonexclusive perpetual fifty (50.0') foot wide temporary ingress / egress access easement and right-of-way (the "Ingress and Egress Easement" or "Ingress and Egress Easement Area") and a nonexclusive perpetual twenty (20.0') foot wide temporary ingress / egress access easement and right-of-way (the "Water Main Easement" or "Water Main Easement Area") (collectively referred to as the "Easements") for the benefit of Lot 2. Upon the future written request of the owner(s) of Lot 1 (or the owner[s] of that portion of Lot 1 as is so affected), the Easements may be relocated to another, alternative reasonable location situated on such Lot 1 (the "New Easements"), in connection with the future resubdivision of such Lot 1. The consent of such Lot 2 owner to such relocation of easement request shall not be unreasonably withheld or delayed. If such a relocation of the Easements to such new easement location is so requested and consent to the same granted, then the original Easements so granted and created by this Agreement shall be abrogated in exchange for such Lot 1 owner(s) grant of such New Easements for the benefit of such Lot 2. The Lot 1 owner(s) agree to bear the reasonable costs and expenses of relocation of the Easements and of suitably constructing and improving the New Easement Area with road improvements and other existing infrastructure similar to those as had been previously constructed and installed on the original Easements using like-kind and like-quality materials, the same or as-needed quantity of materials and the same construction methods. The Lot 1 owner(s) and Lot 2 owner additionally shall reasonably cooperate with one another to coordinate and effectuate the foregoing. Upon the relocation of the Easements as part of the resubdivision of Lot 1, this easement relocation provision that benefits Lot 2 shall terminate."

- c. Notwithstanding any term in this Contract to the contrary, if the final Property legal description in the Final Plat is not substantially similar to such Water Tower Lot - Property (i.e., Lot 7 as depicted on the circa 2021 Preliminary Plat), Buyer may terminate this Contract, by written notice to Seller given within five (5) business days following recordation of such Final Plat, and thereupon Buyer shall have no liability to Seller under this Contract whatsoever.
- d. The Buyer will consider any resubdivision plat of Lot 1, subject to Village engineering, zoning and plan review approval, provided that the resubdivision: (a) does not

substantially change or eliminate a connection road between Butterfield Road and 22nd Street.

- e. The Village agrees to approve (i.e., will not unreasonably withhold approval of) the relocation of its stormwater drainage easements, utility easements, water main easement and related water system easement, emergency access easement and access/construction/maintenance easements if a plat of resubdivision is approved by the Village. The owner of Lot 1 (or its successors-in-interest), at its cost, shall pay for the re-platting and filing of new easements, abrogation of existing easements and the abandonment in place or demolition of installed utilities and Village infrastructure within the existing easements and the relocation or construction of replacement utilities and Village infrastructure within the new easement areas and all site restoration work.
- f. After Closing, upon submittal of a permit application and payment of applicable fees by the Seller or its successor-in-interest, the Village will permit access to and tap-ons for water lines and sanitary sewers that are located at or adjacent to Lot 1 and Lot 2 of the Property.
- g. At Closing, the Village will provide an updated zoning letter regarding the current status of the zoning entitlements that are still valid and in effect for Lot 1 of the Property.
- h. No Village Code violations on the Property.

**B. Clearing of Structures and Debris from the Property Per Compliance Agreement dated February 8, 2023.**

A precondition to Seller conveying title to the Property to Buyer is the Seller's obligation, at its cost, to complete the cleanup work identified in the Scope of Work for Easement Area (Debris Clean Up and Lot Regrading) for Lot 2 at 600 East Butterfield Road prepared by Caldwell Engineer and dated October 12, 2023, including but not limited to any demolition and clearing and disposal of all construction debris piles, felled tree, on-site dumpsters debris, equipment and other above grade structures and improvements (if any) on the Easement Area and Lot 2 of the Property, to Buyer's reasonable satisfaction, and to satisfy and remove all pending mechanics liens and to post a mechanics lien bond for the benefit of the Village with the Buyer in a dollar amount as determined by the Village Engineer to cover the value of any on-site work performed within the twelve (12) months prior to the Closing Date. The mechanics lien bond shall be released by the Village eighteen (18) months after the date of the last potential mechanics lien action or bond claim action can be filed by the supplier, contractor or subcontractor. Once the Property is cleaned up, the Seller shall request a Village inspection to ensure that there are no other existing conditions on the Property that constitute violations of the Lombard Village Code as well as the DuPage County Stormwater and Floodplain Ordinance. To the extent the inspection reveals incomplete clean-up work or other code violations, engineering and/or public utilities issues, those corrective action items shall be corrected by the Seller prior to Closing. If the corrective work cannot be completed prior to the Closing due to inclement weather, then the Seller shall provide the Buyer with a performance bond and payment bond for the benefit of the Buyer in a dollar amount adequate, in the opinion of the Village Engineer, to correct the corrective action items. The corrective actions items shall be completed within six (6) months of the Closing or the Buyer shall have the right to call upon the surety and the bond to complete the corrective work. The Seller is also aware of a water connection issue to the adjacent parking garage that needs to be resolved as part of future engineering of the

development of the Remaining Property, and Seller shall post a second performance bond and payment bond for the benefit of the Buyer in a dollar amount adequate, in the opinion of the Village Engineer, to cover the preparation of engineering plans and construction of the water connection solution.

- C. A precondition to Seller conveying title to the Property to Buyer is the Seller's obligation to execute an amendment to the Compliance Agreement dated February 8, 2023 that contains a provision obligating the Seller, or its successor-in-interest, at their cost, to post with the Village a site cleanup bond for Lot 1 in a dollar amount and with a scope of cleanup work as approved by the Village Manager. The site cleanup bond for Lot 1 shall be posted with the Village at the same time the Seller, or successor-in-interest, files a development / zoning relief application for Lot 1 or any part thereof.
- D. Seller shall diligently pursue the completion of Seller's Closing Conditions. Seller shall give Buyer written notification upon completion of each of Seller's Closing Conditions. **Presently, the Parties anticipate such Seller's Closing Conditions to be completed by not later than January 31, 2024.** In the event this Contract is terminated, and the Buyer does not proceed to acquire the Property, Buyer then agrees to reasonably cooperate with Seller, upon Seller's request, to arrange for the "Easement" identified at Section 12. hereof (or any predecessor version thereof) which has already been placed of record, to be vacated and cleared of record.

3. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is Two Hundred Thirty-Six Thousand Three Hundred Seventy-Six and 91/100 Dollars (\$236,376.91) (the "**Purchase Price**"). At Closing, Buyer shall pay to Seller, in good and available funds by wire transfer or cashier's check, the Purchase Price, plus or minus prorations and credits as provided herein. The Purchase Price has been calculated as follows:

30,710+/- square feet (i.e., total area of the Property) divided by 1,199,964+/- square feet (the total area of the property owned by Seller in the vicinity of the Property, constituting approximately 27.547+/- acres of land) multiplied by Nine Million and No/100 Dollars (\$9,000,000.00) (being the contract purchase price paid by Seller to acquire the entirety of the 27.547+/- acres of land).

4. **EARNEST MONEY DEPOSIT.** None required. All money will be paid at Closing (as defined in Section 5 below).

5. **CLOSING DATE.** The Closing (the "**Closing**") of the contemplated purchase and sale of the Property shall take place through a customary deed and money escrow (the "**Escrow**") within thirty (30) days following the later of the completion of the last of the Seller's Closing Conditions and the end of the Inspection Period (as defined in Section 6 below), unless the Parties otherwise agree (the "**Closing Date**"), at the office of Chicago Title Insurance Company, Chicago, Illinois (the "**Title Company**"), remotely, or at such other time and place as mutually agreed to by the Parties. The costs of the Closing escrow and Closing fee shall be shared equally by the Seller and the Buyer.

The foregoing notwithstanding, in the event such Closing fails to occur, through no material fault of Buyer and Seller, **by January 31, 2024**, Seller may elect any time thereafter to terminate this Contract after

first giving Buyer-Village written notice of Seller's intention to elect to so terminate this Contract and after affording Buyer-Village an additional forty-five (45) days after such notice to so complete the Closing.

6. **ENVIRONMENTAL INSPECTION.** The Buyer shall have the right, for a period of sixty (60) calendar days after the Effective Date (the "**Inspection Period**"), to select and retain environmental and other consultants to examine and inspect the physical condition of the Property (including the groundwater thereunder), to conduct a site assessment and environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate (the "**Environmental Assessment**"). Seller hereby grants, and will cause any tenants to grant, to the Buyer and its consultants, their employees, agents, subcontractors and representatives, authorization to enter upon the Property, and other real estate owned by Seller in the vicinity thereof, for ingress and egress to and from the Property, to conduct the environmental and engineering investigation. Seller shall provide to the Buyer and its employees, agents, representatives and consultants full and complete access to the Property (including the groundwater thereunder). No invasive inspections, such as soil borings, may be conducted without Seller's prior approval, which shall not be unreasonably withheld, delayed or conditioned. Testing completed under the terms of this Contract shall be completed in such a manner so as to minimize any disruption to the Property or business operations thereon, and any damage done to the Property be restored to the condition it was in prior to the testing.

Buyer's contractors, consultants and vendors so utilized to perform Environmental Assessments during the Inspection Period, Buyer, as well as its contractors, consultants and vendors so being utilized, shall carry commercial general public liability insurance in at least an amount of One Million and No/100 Dollars (\$1,000,000.00), as well as reasonable worker's compensation insurance, and Seller shall be furnished with reasonable documentary evidence of the same. Buyer agrees to save, defend, indemnify and hold harmless the Seller and Seller's members, managers, owners, directors, officers, employees and representatives (the "**Seller's Indemnitees**") from any damage done to the Property (or any other part of the Development Parcel), as well as all claims, liens, suits, judgments, damages, costs and expenses (including reasonable attorney's fees) asserted against or incurred by any Seller Indemnitee or the Property (or any other part of the Development Parcel) by reason of any of the aforementioned investigations or inspections activities so conducted by or on behalf of the Buyer. The foregoing indemnity shall survive any termination of this Contract and shall survive Closing, in either case, for a period of one (1) year.

7. **BUYER'S OPTION TO TERMINATE CONTRACT.** The Buyer shall not be obligated to proceed to acquire the Property if, in the Buyer's sole and exclusive judgment, for any reason whatsoever, Buyer determines during the Inspection Period that the use or condition of the Property (including the groundwater thereunder), or any part thereof or any adjacent property, poses a material health, safety or environmental hazard, or if the Environmental Assessment reveals the existence of any environmental condition which may be dangerous and/or unacceptable to the Buyer, or in violation of any environmental law or regulation including, but not limited to, the presence of any hazardous material (the foregoing collectively, "**Property Defect**"). If, in the sole and exclusive judgment of Buyer, Buyer determines that there is a Property Defect, Buyer shall have the right during the Inspection Period to revoke, by written notice to Seller given during such Inspection Period, the Buyer's acceptance of this Contract and the adoption of such part of the Ordinance, if any, accepting this Contract and approving the purchase of the Property contemplated herein, and to declare this Contract and its Ordinance approving the purchase and execution of this Contract and related closing documents null and void, in which event the Earnest Money, if any, shall be immediately returned to the Buyer.

8. **TITLE INSURANCE.** At least twenty (20) business days prior to Closing, Seller, at Seller's expense, shall obtain a title commitment issued by the Title Company for the Property, in the amount of the Purchase Price, with extended coverage, at Buyer's expense, over the standard exceptions 1 through 5 (the **"Title Commitment"**), together with copies of all underlying title documents listed in the Title Commitment (the **"Underlying Title Documents"**), subject only to those matters described in **Exhibit B**, attached hereto and made a part hereof (the **"Permitted Exceptions"**). If and to the extent any endorsements to such Title Commitment are available and Buyer requests and obtains any of the same, the Buyer agrees to be responsible for the cost of such title endorsement. **As set forth in the Permitted Exceptions, the Property shall not be subject to any provisions or requirements of any "Declaration of Covenants, Conditions, Restrictions and Easements", master association, owners' association, common interest association or other similar requirements, or requirement that the Village is to pay assessments or other charges for the use, maintenance, construction or other activities on or around common areas and / or common facilities, maintenance matters, or reciprocal easements, including common use of a private road (collectively the "REAs"), and the Seller shall, prior to the Closing, cause the Property to be excluded from any obligations in the REAs for so long as the Buyer owns the Property, except that the Seller shall cause the REAs to include provisions acceptable to the Buyer that the owner of the Property, and its employees, agents and assigns, may use the common area roadways on the Development Parcel. If such an REA has not yet been executed and placed of record prior to Closing, Buyer (Village) agrees not to unreasonably withhold or delay its future (post-Closing) consent to an REA affecting the Development Parcel (including such subject Property), provided that such REA: (i) does not impose any association assessments or charges for the use, maintenance, construction or other activities on or around common areas and / or common facilities, maintenance matters, or reciprocal easements, including common use of a private road on such Property ("Lot 2"); and (ii) does not restrict or limit the ability of such Lot 2 - Property to continue to be used for such a water tower site and/or other public utility services purposes.** If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Buyer (the **"Unpermitted Exceptions"**), Buyer shall have ten (10) business days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Buyer shall provide Seller with an objection letter (the **"Buyer's Objection Letter"**) listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller shall have five (5) business days from the date of receipt of the Buyer's Objection Letter (the **"Seller's Cure Period"**) to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and the Closing shall be extended such additional time, but not beyond ninety (90) calendar days after the date of recordation of such Subdivision Plat (the **"Extended Title Closing Date"**) after Buyer's receipt of a proforma title policy (the **"Proforma Title Policy"**) reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Buyer may elect to either: (i) terminate this Contract, at which time the Buyer shall be entitled to have the Earnest Money Deposit, if any, returned to Buyer and this Contract shall become null and void without further action of the Parties; or (ii) upon notice to Seller within ten (10) business days after Buyer's receipt of Seller's intention not to cure the Unpermitted Exceptions, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Seller shall pay

the cost for any later date title commitments, and Seller shall pay for the cost of the later date to its Proforma Title Policy.

9. **SURVEY.** Within thirty (30) days following recordation of the Subdivision Plat and in any event no less than ten (10) business days prior to Closing, Seller, at Seller's cost and expense, shall obtain and provide to Buyer a current base ALTA/NSPS survey (the "**Survey**") of the Property, prepared by a registered land surveyor or engineer, licensed in the State of Illinois, prepared in accordance with the Minimum Standard Detail Requirements of a Class A Land Title Survey jointly established by the American Land Title Association and the American Congress on Surveying and Mapping, certified to the Title Company, Buyer, and any lender of which Seller shall be notified, and in form sufficient to provide ALTA coverage and satisfy all reasonable lender requirements, if applicable. The Survey shall also include the following ALTA Table A items: 1 and 4. The Survey otherwise is to be sufficient to cause the Title Company to delete the standard printed survey exception and to issue the title policy free from any survey objections or exceptions whatsoever, other than the Permitted Exceptions. Within ten (10) business days of receipt of the Survey, Buyer and Seller shall agree in writing on those Survey exceptions subject to which Buyer shall take title to the Property.

10. **DUE DILIGENCE MATERIALS.** As soon as reasonably possible, but not later than ten (10) business days after the Effective Date, Seller shall deliver (or make available to Buyer via a Drop Box or other electronic or digital means) the following items to Buyer, to the extent the same are in Seller's possession:

- A. The real estate tax bills for the entire undivided Development Parcel (PIN 06-29-200-056) for any years prior to 2022 showing unpaid taxes, interest or charges and the year 2022 (payable in 2023);
- B. Proof of no unpaid real estate property taxes, interest or penalties prior to year 2022 (payable in 2023);
- C. Any and all engineering reports, soil or geotechnical reports, boundary or topographical surveys, licenses, permits and any other documents pertaining to the subject Property of this Contract; and
- D. Any and all records or documents which relate or refer to the environmental matters and/or conditions associated either directly or indirectly with the subject Property, including but not limited to all written reports of a site assessment, all environmental audits, soil test reports, water test reports, all laboratory analysis and all documents, reports or writings relating or referring to any underground storage tanks or storage facility existing on or under the Property (all collectively sometimes herein called "**Seller's Environmental Reports**").

11. **DEED.** Seller shall convey fee simple title to the Property to Buyer, by a recordable Special Warranty Deed (the "**Deed**") in substantially the form attached hereto as **Exhibit C** and made a part hereof, subject only to the Permitted Exceptions. Seller shall also execute and deliver, at Closing, any and all documents, in addition to the Deed, including an Affidavit of Title (in customary form) and Title Company documentation including, but not limited to, an ALTA Statement, GAP Undertaking or such other documents reasonably requested either by the Buyer or the Title Company to consummate the transaction contemplated herein and to vest fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the

issuance of the Buyer's Title Company owners title insurance policy. Buyer shall be responsible for the recording fee of the Deed.

12. **EASEMENT (WATER MAIN AND RELATED ACCESS).**

- A. At the Closing, the Parties shall deposit a fully executed and properly notarized "Grant of Ingress, Egress and Water Main Easements" in substantially the form attached hereto as **Exhibit D** and made a part hereof (the "**Easement**"), with such changes thereto as the Parties may agree. The Easement shall grant Buyer and the DuPage Water Commission an ingress and egress easement over certain portions of Seller's property in the vicinity of the Property, and shall grant Buyer an easement to install, maintain and operate water mains over certain portions of Seller's property in the vicinity of the Property, all as set forth in, and on the terms and conditions in, the Easement. Any time prior to Closing or after Closing, by execution of a plat of vacation or abrogation or easement relocation, the Seller, or its successors in interest, agrees to vacate, abrogate or relocate any existing easements that transverse Lot 2 so that the Buyer can construct and operate a water tower on Lot 2 (if necessary); this obligation shall survive the Closing and not be merged with the deed.

Relative to the foregoing, if and to the extent prior to recordation of the Final Plat, the Easement has previously been executed and recorded, utilizing metes and bounds (pre Final Plat) descriptions and/or plats-diagrams exhibits of the water main easement areas and ingress and egress easement areas, then the Easement instrument to be given, made and deposited at the Closing shall be recorded to supersede and replace (or amend) such previous recorded Easement so that the respective easement area descriptions are updated to conform with platted easement areas, including the private road (presently depicted as Lot 6 of the Preliminary Plat).

At the Closing, immediately after recording of the Deed on title to the Property, the Easement shall be recorded on title to the Property and on title to the Seller's property in the vicinity of the Property affected by the Easement, all at Buyer's own cost.

- B. As part of this transaction, the Parties agree that the Seller, or its successor in interest, has a conditional option, for the duration of the option period as defined below, to negotiate the final terms of a "Water Tower License" (the "License") with the Village in substantially the same form and substantially the same terms proposed by the Parties leading up to the approval of this Contract, with such changes thereto as the Parties may mutually agree upon. If the Buyer constructs a water tower on the Property (the "Water Tower"), the Water Tower shall have a residential water tower appearance and style, which appearance and style may include a golf ball design or other design that allows space for a Golf Social logo to be affixed to the Water Tower. The option period shall remain in effect for forty-two (42) months from the Closing Date. The option period may be extended by consent of the Village, in its sole discretion, which will not be unreasonably withheld. The obligation of the Parties to negotiate and enter into the License is conditioned upon the Seller, or its successor in interest, submitting complete permit applications for the construction of a Golf Social facility on the Development Parcel, the issuance of such permits by the Village and the commencement of construction of the Golf Social facility.

13. **CLOSING DOCUMENTS.** On the Closing Date, the obligations of the Buyer and Seller shall be as follows:



A. Seller shall deliver or cause to be delivered to the Title Company:

- i. the original executed and properly notarized Deed;
- ii. the original executed and properly notarized Affidavit of Title;
- iii. the original executed and properly notarized Non-Foreign Affidavit;
- iv. counterpart executed original and properly notarized Easement;
- v. counterpart executed original of Seller's Closing Statement; and
- vi. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.

B. Buyer shall deliver or cause to be delivered to the Title Company:

- i. the balance of the Purchase Price, plus or minus prorations;
- ii. counterpart executed original and properly notarized Easement;
- iii. counterpart originals of Seller's Closing Statement; and
- iv. ALTA Statement and such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.

C. The Parties shall jointly deposit fully executed State of Illinois Transfer Declarations and County Transfer Declarations.

14. **POSSESSION.** Possession of the Property shall be delivered to Buyer on the Closing Date subject to the Permitted Exceptions, and in the same condition as of the Effective Date. The Seller shall have the right to remove any and all items of personal property from the Property prior to the Closing.

15. **PRORATIONS AND CREDITS.** At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year with the Closing Date being included in the proration calculation.

A. **Real Estate Taxes.** General Real Estate Taxes prior to 2022 and for 2022 (payable in 2023) and subsequent years, special assessments and all other public or governmental charges against the Property which are or may be payable on an annual basis (including

charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) shall be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing, the proration will be based on 103% of the most recent full year tax bill for the Property, or, if a full year tax bill is not available for the Property, the *pro rata* portion of the tax bill of the real estate including the Property, and the proration set forth in this Section 15.A. shall be conclusive, with no subsequent adjustment. All such Closing prorations shall be final.

B. Credits. The Seller agrees to provide the following credits to the Buyer at Closing, which shall reduce the amount of the Purchase Price payable by the Buyer:

- i. Demolition water usage and meter fees (2021 and 2022) in the amount of \$8,119.23.
- ii. KLOA traffic study (Summer, 2022 convenience store/gas station modifications) in the amount of \$7,570.00.
- iii. Preliminary review of advanced final engineering by Thomas Engineering (October, 2022) in the amount of \$2,500.00.
- iv. Unpaid engineering plan review fee \$1,315.00.
- v. All outstanding construction fence invoices and other incurred, unpaid charges for the Property through the date of the Closing, including but not limited to, USA Fence Rental Invoice #70014 dated July 19, 2023 in the amount of \$15,251.50 and USA Fence Rental Invoice #70086 dated October 19, 2023 in the amount of \$9,651.50. The Parties agree to cooperate to determine the final amount of invoices and charges regarding construction fence at the Property as of the Closing Date.
- vi. Any other actual, documented out-of-pocket fees, charges or costs paid by the Village on behalf of the Seller relative to the 600 to 609 East Butterfield Road Property.

C. Miscellaneous. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the Parties shall prorate on the best available information. Final readings and final billings for utilities shall be taken as of the date of Closing.

16. **CONVEYANCE TAXES.** The Parties acknowledge that, as Buyer is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

17. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Paragraph shall be deemed remade as of the Closing Date and shall survive the Closing for a period of two (2) years. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct, as and in the manner and to the extent so represented herein, as of the Effective Date and also on the Closing Date:

A. Title Matters. Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

- B. Violations of Zoning and Other Laws. Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code.
- C. Pending and Threatened Litigation. To the best knowledge and belief of Seller, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.
- D. Eminent Domain, etc. To the best knowledge and belief of Seller, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.
- E. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Contract by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.
- F. Executory Agreements. Buyer shall not, by reason of entering into or closing under this Contract, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding which it shall not have previously agreed in writing to accept, other than as may be set forth in this Contract and except for the Easement, which Buyer is to enter into with Seller as provided in this Contract. Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Property and, further, that no person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.
- G. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property. The Seller shall post with the Buyer a mechanics lien bond as required by Section 2 of this Contract.
- H. Hazardous Materials.
  - i. From the Effective Date to and including the Closing Date, Seller agrees: (a) to own, operate, maintain and manage the Property (including the groundwater thereunder) in the ordinary course of business; and (b) that the Property (including the groundwater thereunder) will comply in all respects, and will remain in compliance, with all applicable Federal, State, regional, County and local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment, and all Environmental Laws (as defined below).

- ii. Other than the conditions described in Seller's Environmental Reports, Seller has no actual knowledge of: (a) the presence of any Hazardous Materials (as defined below) on, under or in the Property (including the groundwater thereunder); (b) any spills, releases, discharges or disposal of Hazardous Materials that have occurred or are presently occurring on or onto the Property (including the groundwater thereunder) which have not been fully remediated according to the standards employed by the Illinois Environmental Protection Agency; (c) any spills or disposal of Hazardous Materials that have occurred or are occurring off the Property (including the groundwater thereunder) as a result of any construction on, or operation and use of, the Property (including the groundwater thereunder) which have not been fully remediated according to the standards employed by the Illinois Environmental Protection Agency; (d) the presence of any equipment containing polychlorinated biphenyl ("PCB"); or (e) the presence of any asbestos in the use of, or on, the Property;
- iii. Other than the conditions described in Seller's Environmental Reports, to the best actual knowledge of Seller, the Property has never been used and will not be used before the Closing Date as a real estate fill, open dump or a waste dump, or for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical material substance or waste. To the best knowledge and belief of Seller, the Property (including the groundwater thereunder) does not contain underground storage tanks or Hazardous Materials, and the Seller has received no notice of nor does the Property (including the groundwater thereunder) violate any Federal, State or Local Environmental Laws. For purposes of this Contract, the phrase "**Environmental Laws**" shall mean any Federal, State or local law, statute, ordinance, order, decree, rule or regulation (including but not limited to judicial orders, administrative orders, consent agreements and permit conditions) relating to releases, discharges, emissions or disposals to air, water, Property or groundwater, to the withdrawal or use of groundwater, to the use, handling, storage or disposal of polychlorinated biphenyls, asbestos or urea formaldehyde, to the treatment, storage, disposal or management of Hazardous Materials, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.* (the "**CERCLA**"); the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (the "**RCRA**"); the Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.* (the "**TSCA**"); the Occupational, Safety and Health Act, 29 U.S.C. §651, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. §1251, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §3001, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.* (the "**HMTA**"); the Clean Water Act, 33 U.S.C. §1251, *et seq.*; the Clean Air Act, as amended, 42 U.S.C. §7401, *et seq.*; the Uranium Mill Tailings Radiation Control Act, 42 U.S.C. §7901, *et seq.*; the Federal Insecticide, Fungicide and Rodenticide Act, 42 U.S.C. §136, *et seq.*; the National Environmental Policy Act, 42 U.S.C. §4321, *et seq.*; the Noise Control Act, 42 U.S.C. §4901, *et seq.*; the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4821, *et seq.*; the Department of Housing and Urban Development Act, 42 U.S.C. §3531, *et seq.*; the Emergency Planning and Community Right to

Know Act, 42 U.S.C. §11001, *et seq.* (the “EPCRA”); and the Illinois Environmental Protection Act, and other comparable Federal, State or local laws, and all rules, regulations and guidance documents promulgated pursuant thereto or published thereunder, as any or all of the foregoing may from time to time be amended, supplemented or modified. For the purposes of this Contract, the phrase “**Hazardous Materials**” shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Laws or the release of which is regulated under Environmental Laws. Without limiting the generality of the foregoing, the term “Hazardous Materials” will include: “hazardous substances” as defined in the CERCLA; “extremely hazardous substances” as defined in the EPCRA; “hazardous waste” as defined in the RCRA; “hazardous materials” as defined in the HMTA; “chemical substance or mixture” as defined in the TSCA; crude oil, petroleum and petroleum products or any fraction thereof (including “petroleum” as that term is defined in 42 U.S.C. §6991(8)); radioactive materials including source, by-product or special nuclear materials; asbestos or asbestos-containing materials; and radon.

- iv. Seller has received no notice of and, to the best of Seller’s actual knowledge, the Property (including the groundwater thereunder) does not violate any law, regulation or agreement applicable to the Property (including the groundwater thereunder) or its use. With respect to the Property (including the groundwater thereunder), if Seller shall: (a) receive notice that any violation of any Federal, State or local Environmental, health or safety law or regulation may have been committed or is about to be committed with respect to the Property (including the groundwater thereunder), (b) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any Federal, State or local Environmental law or regulation or requiring Seller to take any action in connection with the release of any Hazardous Materials into the environment, (c) receive any notice from a Federal, State or local governmental agency or private party alleging that the Seller may be liable or responsible for costs associated with a response to or cleanup of a release of any Hazardous Materials into the environment or any damages caused thereby, (d) receive any notice that the Seller is subject to Federal, State or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, or (e) receive any notice that the Property or assets of Seller are subject to a lien in favor of any governmental entity for any liability under the Federal, State or local Environmental Laws or regulations or damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment; then the Seller shall promptly provide the Buyer with a copy of such notice, and in no event later than fifteen (15) calendar days from Seller’s receipt thereof.
- v. There are no proceedings pending or, to the best actual knowledge of Seller, threatened against or affecting the Seller in any court or before any governmental authority or arbitration board or tribunal which, if adversely determined, would

materially and adversely affect the Property. The Seller is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal, which default would materially and adversely affect the Property.

- vi. Seller shall be responsible for any and all costs associated with any required remediation for all environmental contamination upon the Property associated with or which was caused by the Seller's own use of the Property or which occurred prior to the Closing Date.
- I. Section 1445 Withholding. Seller represents that he/she/it/they is/are not a "**foreign person**" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller shall furnish Buyer with a Non-foreign Affidavit as set forth in said Section 1445.

Seller hereby indemnifies and holds Buyer harmless against all actual losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of such breach of the above representations or warranties made hereunder which are incurred within one (1) year of the Closing. These representations, warranties and Seller's indemnification, as applicable, shall survive the Closing for a period of one (1) year. When used in this Paragraph, the expression "**to the best actual knowledge of Seller**", or words to that effect, is deemed to mean that Seller, after reasonable examination, investigation and inquiry, is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

18. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.**

A. It is a condition precedent to Closing that:

- i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder;
- ii. the covenants, representations and warranties of Seller contained in Paragraph 17 hereof and elsewhere in this Contract are true and accurate (to the extent and as each of the same is so represented herein) on the Closing Date or waived by Buyer in writing on the Closing Date; and
- iii. Seller has performed under this Contract and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under this Contract in order to Close on the Closing Date.

B. If, before the Closing Date, Buyer becomes aware of a breach of any of Seller's representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to Close on the Closing Date, Buyer may, at its option:

- i. elect to enforce the terms hereof by action for specific performance; or

- ii. attempt to cure such breach or failure by Seller for a period of up to thirty (30) calendar days prior to the Closing Date, charging Seller for all costs and expenses incurred in doing so and, following such attempt, to either:
    - a. terminate this Contract and receive a prompt refund of the Earnest Money Deposit, if any; or
    - b. proceed to Close notwithstanding such breach or nonperformance.
- C. In all events, Buyer's rights and remedies under this Contract shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity.
- D. In the event of a default by Buyer, Seller's sole and exclusive right and remedy shall be a payment by Buyer to Seller of Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "**Default Payment**") as its sole liquidated damages, it being understood that Seller's actual damages in the event of such default are difficult to ascertain and that the Default Payment is the Parties' best current estimate of such damages. Notwithstanding the foregoing, the Parties agree that no default of or by either Party shall be deemed to have occurred unless and until notice of any failure by the non-defaulting Party has been sent to the defaulting Party and the defaulting Party has been given a period of ten (10) business days from receipt of the notice to cure the default.
- E. As a partial inducement to each Party to enter into this Contract, each Party waives any claim or right to seek to recover or to be awarded any consequential, incidental, speculative or punitive damages on the basis of the default by the other Party hereto.

19. **BINDING EFFECT.** This Contract shall inure to the benefit of and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the Parties hereto.

20. **BROKERAGE.** Each Party hereto hereby represents and warrants to the other that, in connection with this transaction, 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 this transaction. 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 partners, agents or affiliates in connection with this Contract. Each Party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable 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.

21. **NOTICES.** Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: (A) on the third business day after mailed by certified mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or UPS) for guaranteed next business day delivery, or (C) by personal delivery, if addressed to the Parties as follows:

To Seller: Hoffmann 600 Lombard LLC  
2330 Hammond Drive, Suite G  
Schaumburg, Illinois 60173  
Attn: Fred R. Hoffmann

With a copy to: Guerard, Kalina & Butkus  
310 S. County Farm Road, Suite H  
Wheaton, Illinois 60187  
Attn: J. Steven Butkus

To Buyer: Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148  
Attn: Scott Niehaus, Village Manager

With a copy to: Klein, Thorpe and Jenkins, Ltd.  
900 Oakmont Lane, Suite 301  
Westmont, Illinois 60559  
Attn: Michael T. Jurusik

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Parties hereto in the same manner, as all other notices are required to be delivered hereunder.

22. **RIGHT OF WAIVER.** Each and every condition of the Closing, other than the Buyer's duties at Closing, is intended for and is for the sole and exclusive benefit of Buyer. Accordingly, Buyer may at any time and from time to time waive each and any condition of the Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by Buyer shall, unless otherwise herein provided, be in a writing signed by Buyer and delivered to Seller.

23. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Contract by the Buyer, an owner, authorized trustee, corporate official or managing agent must submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any real interest, real or personal, in the Property, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having a greater than 7½% interest, real or personal, in the Property. The sworn affidavit shall be substantially similar to the one described in **Exhibit E** attached hereto and made a part hereof.

24. **ASSIGNMENT.** The Buyer shall not assign or transfer Buyer's interest in this Contract without the prior written consent of Seller. If the Seller elects to so consent, then Buyer shall deliver to Seller a copy of the fully executed assignment and assumption agreement. Seller is permitted to assign its interest in this Contract to a successor-in-title to the Property (and/or including the Development Parcel) in concert with Seller's transfer of title thereto, provided, further that Buyer shall be given contemporaneous written notice of any such Seller's transfer of title and assignment hereof and the successor-in-title has the legal authority and financial capability to fulfill the obligations under this Contract.



25. **MISCELLANEOUS.**

- A. Buyer and Seller mutually agree that time is of the essence throughout the term of this Contract and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- B. This Contract provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court in the county where the Property is located and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.
- C. INTENTIONALLY OMITTED.
- D. INTENTIONALLY OMITTED.
- E. The Parties warrant and represent that the execution, delivery of and performance under this Contract is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.
- F. The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.
- G. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- H. In the event either Party elects to file any action in order to enforce the terms of this Contract, or for a declaration of rights hereunder, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing Party.
- I. Provided that first the Final Plat of Subdivision is of record, so creating the subject Lot 7 - Property, then any time thereafter and prior to Closing Buyer may record this Contract or any memorandum or short form of this Contract against the Property, provided that if the transaction contemplated herein does not occur and this Contract is terminated as provided herein, Buyer shall record a termination of this Contract. The recording fees for either shall be borne by the Buyer.
- J. If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions

of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

- K. This Contract 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.

26. **EFFECTIVE DATE.** This Contract shall be deemed dated and become effective on the date that the authorized signatories of Buyer shall sign this Contract, which date shall be the date stated next to the Buyer's signature.

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

28. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Permitted Exceptions
<u>Exhibit C</u>	Special Warranty Deed
<u>Exhibit D</u>	Grant of Ingress, Egress and Water Main Easements
<u>Exhibit E</u>	Disclosure Affidavit

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the date below their respective signatures.

**SELLER:**

**HOFFMANN 600 LOMBARD LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
**Fred R. Hoffmann, Manager**

Date: \_\_\_\_\_, 2023

**BUYER:**

**VILLAGE OF LOMBARD,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
**Keith T. Giagnorio, Village President**

**Attest:** \_\_\_\_\_  
**Elizabeth Brezinski, Village Clerk**

Date: \_\_\_\_\_, 2023



**Exhibit A**

**Legal Description of the Property**

Lot 2 of Hoffmann – Lombard Subdivision, a Resubdivision of Parcel 1 in Northern Baptist Theological Seminary Assessment Plat of Lot 1 in Northern Baptist Theological Seminary Subdivision of Part of the Northeast Quarter of Section 29, Township 39 North, Range 11 East of the Third Principal Meridian in Lombard, DuPage County, Illinois.

Permanent Index Number: part of 06-29-200-056.

**Property Address:** 600 to 690 E. Butterfield Road, Lombard, Illinois 60148.

## **Exhibit B**

### **Permitted Exceptions**

1. General real estate taxes for 2022 (payable in 2023) and subsequent years, not due and payable for the Property.
2. Covenants, conditions, restrictions and easements of record, which do not: (a) prevent the Buyer from using the Property for Water Tower and Water Tower-related purposes; (b) subject the Property to any "Declaration of Covenants, Conditions, Restrictions and Easements", master association, owners' association, common interest association or other similar requirements; or (c) require the Buyer to pay for the use, maintenance, construction or other activities on or around common areas and / or common facilities, maintenance matters, or reciprocal easements, including common use of a private road.

**Exhibit C**  
**Special Warranty Deed**  
(attached)

**Exhibit D**

**Grant of Ingress, Egress and Water Main Easements**

(attached)

Prepared by and return to:

Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148  
Attn: Carl Goldsmith  
Director of Public Works

**GRANT OF INGRESS, EGRESS AND WATER MAIN EASEMENTS**

**THIS GRANT OF INGRESS, EGRESS AND WATER MAIN EASEMENTS** (the “Grant of Easements”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by **Hoffmann 600 Lombard LLC**, \_\_\_\_\_ County, Illinois (the “Grantor”), to the **Village of Lombard**, DuPage County, Illinois (the “Village”) and the **DuPage Water Commission**, DuPage County, Illinois (the “Commission”). The Commission and the Village are at times referred to individually as the “Grantee” and collectively as the “Grantees”. The Grantor, the Village and the Commission are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

**W I T N E S S E T H:**

**WHEREAS**, the Grantor is the owner of the following-described property:

**LOT 1 IN HOFFMANN -LOMBARD SUBDIVISION, A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LOMBARD, DUPAGE COUNTY, ILLINOIS.**

P.I.N.: 06-29-200-056 (underlying)



Common Address: Part of 600 to 690 East Butterfield Road located north of Butterfield Road (State Route 56) in Lombard, Illinois 60148;

(**“Grantor Property”**); and

**WHEREAS**, the Village is the owner of the following-described property:

**LOT 2 OF HOFFMANN – LOMBARD SUBDIVISION, A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LOMBARD, DUPAGE COUNTY, ILLINOIS**

P.I.N.: 06-29-200-056 (underlying)

Common Address: Part of 600 to 690 East Butterfield Road located north of Butterfield Road (State Route 56) in Lombard, Illinois 60148;

(the **“Village Property”** or **“Water Tower Lot”**); and

**WHEREAS**, the Village desires to construct, operate, and maintain water mains, and all facilities incidental thereto, on a portion of the Grantor Property, and the Commission desires to construct, operate, and maintain a metering station and pressure adjusting station, and all facilities incidental thereto, on a portion of the Village Property and on a portion of the Grantor Property (collectively the **“Water Main Improvements”**); and

**WHEREAS**, each Grantee recognizes that Grantor also intends to construct and install its own site improvements and infrastructure, including storm water management facilities, sewers, roads, and other improvements in connection with Grantor’s development of the Grantor Property and accordingly Grantees recognize the potential efficiencies and benefits of coordinating their own intended Water Main Improvements with the other site improvements which Grantor intends to construct and install on the

Grantor Property, and accordingly, in consideration of this Grant of Easements, each Party will, as may be reasonably feasible to: (i) share with the other Parties, the Party's own engineering information, drawings and specifications as to such improvements; and (ii) endeavor to design and construct and install the same with an objective of compatibility with and minimalizing disturbance of the other Parties' improvements; and

**WHEREAS**, Grantees desire to access and travel over a portion of the Grantor Property to access the Village Property;

**WHEREAS**, due to potential future changes to the plans for subdivision or re-subdivision and the related site development plans for the Grantor Property, the Parties also recognize a potential future need for relocation of some portion of the Water Main Improvements (as related easements) in connection with eventual future development and improvement of the Grantor Property and have made provisions to accommodate that prospect, as further herein provided; and Grantees desire to access and travel over a portion of the Grantor Property to access the Village Property; and

**WHEREAS**, Grantor has agreed to grant Grantees the necessary nonexclusive permanent easements relative to ingress and egress over the Grantor Property and for the Water Main Improvements, subject to certain terms and conditions as more fully set forth below.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is acknowledged, the terms and conditions set forth below and the benefits to be derived from this Grant of Easements, the Parties agree as follows:

1. **Incorporation.** The Recitals set forth above are true and correct, in substance and in fact, and are incorporated herein and made a part hereof as if set forth fully herein.

2. **Grant of Easements – Water Main Easement Area.** Grantor grants, conveys, assigns and quit claims to the Grantees a nonexclusive perpetual twenty (20.0') foot wide temporary ingress / egress access easement and right-of-way (the "**Water Main Easement**" or "**Water Main Easement Area**"), subject to the terms and conditions of this Grant of Easements, for the full and free right, privilege and authority to clear, trench for, construct, install, extend, relocate, reconstruct, replace, remove, repair, alter, inspect, maintain and operate the Water Main Improvements (the "**Water Main Easement Activities**"), in, on, upon, over, through, across and under the following-described property:

LEGAL DESCRIPTION OF WATER MAIN EASEMENT AREA:

[INSERT LEGAL DESCRIPTION – SURVEYOR]

P.I.N.: Pt. 06-29-200-056 (underlying)

Common Address: Part of 600 to 690 East Butterfield Road located north of Butterfield Road (State Route 56) in Lombard, Illinois 60148;

as depicted and labeled on the Final Plat Of Subdivision For The 600 To 690 East Butterfield Road Property (Hoffmann – Lombard Subdivision, Lombard, Illinois) with Dedication of Ingress and Egress and Water Main Easements for the 600 to 690 East Butterfield Road Properties, a copy of which is attached hereto as **Exhibit A** and made a part hereof (the "**Ingress and Egress and Water Main Easement Area**").

3. **Grant of Easements – Ingress and Egress Easement Area.** Grantor grants, conveys, assigns and quit claims to Grantees a nonexclusive perpetual fifty (50.0')

foot wide temporary ingress / egress access easement and right-of-way (the **“Ingress and Egress Easement”** or **“Ingress and Egress Easement Area”**), subject to the terms and conditions of this Grant of Easements, for the full and free right, privilege and authority to access and travel (the **“Ingress and Egress Easement Activities”**) in, on, upon, over, through and across the Ingress and Egress and Water Main Easement Area to the Village Property.

4. **Other Conditions of Grant of Easements.** Subject to the conditions, limitations and requirements of this Grant of Easements, Grantor agrees that the officers, agents, employees, contractors, successors, grantees, lessees and assigns of Grantees may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Ingress and Egress and Water Main Easement Area, and do and perform any and all acts necessary or convenient to the carrying into effect the specified intents and purposes for which this Grant of Easements and the Water Main Easement and the Ingress and Egress Easement (together collectively referred to as the **“Easements”**) were created, respectively, provided, however, the foregoing grant is not intended nor shall it be utilized to enlarge the scope or breadth of the easements and easement rights set forth herein beyond the respective intents, purposes and uses herein specified. Grantor shall not disturb, molest, injure or in any manner interfere with the Water Main Improvements, the Water Main Easement Activities, the Ingress and Egress Easement Activities, the Ingress and Egress and Water Main Easement Area, or any facilities and activities incidental thereto. Each Grantee shall provide Grantor five (5) calendar days prior written notice or, if five (5) calendar days is not practicable, with as much advance notice as possible under the circumstances, in accordance with Section

13 (Notice) below, of the commencement, anticipated duration and termination of any Water Main Easement Activities, the Grantee providing notice may perform, respectively, as applicable. Grantees shall, to the greatest extent practicable, conduct the Water Main Easement Activities and the Ingress and Egress Easement Activities (together the **“Easements Activities”**) so as not to unreasonably interfere with or disrupt or disturb Grantor’s use (including uses of Grantor’s tenants, subtenants, licensees and other permitted users) of Grantor’s Property in the vicinity of the Ingress and Egress and Water Main Easement Area. Further, in no event shall any such Easement Activities be undertaken in any manner which unreasonably eliminates, during such Easement Activities, vehicular access, ingress and egress to any of the Grantor Property from any public rights-of-way adjacent to the Grantor Property or the private roadways dedicated on the Grantor’s Property that serve such Property and provide access to Lot 2 (the Village’s Lot), without provision for reasonable alternative access, it being further understood that a temporary detour route suitable to serve such vehicular traffic and access is a permissible means of such temporary alternative access.

A. Easement Relocation. The Easements granted by this Grant of Easements for access to and the benefit of Lot 2 may hereafter be, upon the future written request of the owner(s) of Lot 1 (or the owner[s] of that portion of Lot 1 as is so affected), relocated to another, alternative reasonable location situated on such Lot 1 (the **“New Easements”**), in connection with the future re-subdivision of such Lot 1. The consent of such Lot 2 owner to such relocation of easement request shall not be unreasonably withheld or delayed. If such a relocation of the Easements to such new easement location is so requested and consent to the same granted, then the original Easements so granted and created by this

Grant of Easements shall be abrogated in exchange for such Lot 1 owner(s) grant of such New Easements for the benefit of such Lot 2. The Lot 1 owner(s) agree to bear the reasonable costs and expenses of relocation of the Easements and of suitably constructing and improving the New Easement Area with road improvements and other existing infrastructure similar to those as had been previously constructed and installed on the original Easements using like-kind and like-quality materials, the same or as-needed quantity of materials and the same construction methods. The Lot 1 owner(s) and Lot 2 owner additionally shall reasonably cooperate with one another to coordinate and effectuate the foregoing. Upon the relocation of the Easements as part of the resubdivision of Lot 1, this easement relocation provision that benefits Lot 2 shall terminate.

Upon submittal of a permit application and payment of applicable fees by the Grantor or its successor-in-interest, the Grantee will permit access to and tap-ons for water lines and sanitary sewers that are located at or adjacent to Lot 1 and Lot 2 of the Property.

**5. Easements Use by Grantees; Assignment of Easements.** The Easements shall be used and enjoyed solely by Grantees and their respective duly authorized officers, agents, contractors, subcontractors and employees to conduct the Easements Activities in accordance with this Grant of Easements. Grantees shall not assign their respective rights under this Grant of Easements in whole or in part or grant permission to traverse, enter upon or otherwise use the Ingress and Egress and Water Main Easement Area to any other person or entity without the prior written consent of Grantor, which shall not be unreasonably withheld.

6. **Grantor's Use of Easements.** Grantor forever reserves, for itself and its own successors and assigns, the right to make any use of the Ingress and Egress and Water Main Easement Area, whether on, above or below its surface, for any lawful purpose, except that any structure or use shall not unreasonably interfere with or cause damage to the Water Main Improvements or the Easements or the Easements Activities granted hereunder.

7. **Restoration Obligations.** Each Party, and its respective officers, agents, employees, successors, grantees, lessees, contractors, subcontractors and assigns, shall promptly and with due diligence and continuity, and as soon as reasonably practicable after engaging in any disruptive or damaging activities, repair, replace and/or restore to its former condition, using like-kind and like-quality materials, any portion of the other Parties' properties which are disturbed, altered, or damaged in any manner by such disruptive or damaging activities, at the responsible Party's sole cost and expense for the activities performed by that Party, or its respective officers, agents, employees, successors, grantees, lessees, contractors, subcontractors, or assigns. To the extent commercially available, any visible above grade repair, restoration or replacement materials will be matched to the original materials in terms of color, texture, finish or quality.

In the event any such Party fails to promptly commence any such repair and/or restoration work to any part of the other Parties' properties as herein required and such failure continues for more than fifteen (15) calendar days following written notice thereof to the responsible Party, in addition to other available legal and equitable remedies, the non-responsible Party may then elect to arrange for its own contractor(s) to perform and

complete such repair and/or restoration work, at the responsible Party's expense, and the responsible Party shall be liable to the non-responsible Parties for the reasonable documented out-of-pocket expense of the same.

Further, as set forth in the foregoing Recitals, each Party recognizes the potential efficiencies and benefits of coordinating their own improvements in the vicinity of the Village Property with the improvements by the other Parties, and accordingly, in consideration of this Grant of Easements, each Party will, as may be reasonably feasible to: (i) share, in a timely manner with the other Parties, the Party's own engineering information, drawings and specifications as to such improvements; and (ii) endeavor to design and construct and install the same with an objective of compatibility with and minimalizing disturbance of the other Parties' improvements.

8. **Responsibility for Work; No Liens.** All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the Easements Activities, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easements, are to be at the sole expense of the Grantee performing the Easements Activities, and all such work shall be performed promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof. Grantees shall not cause or suffer or permit to be created any mechanics' or materialmen's liens or claims against the Grantor Property or the Ingress and Egress and Water Main Easement Area. Each Grantee shall defend, indemnify and hold harmless Grantor and the other Grantee from and against any such claims or liens which arise out of the Grantee's own Easements Activities.



9. **Permits Required; Compliance with All Applicable Laws and Regulations.** Each Grantee shall obtain all necessary permits and approvals and shall otherwise comply with all applicable Federal, State and local laws, rules, regulations and ordinances in its conduct of the Easements Activities.

10. **Indemnification and Hold Harmless Provision.** Each Grantee shall, to the extent permitted by law, defend, indemnify and hold harmless Grantor, its owners, members, managers, directors, officers, tenants, licensees, permitted users, employees, agents and representatives (Grantor and such other persons being hereinafter collectively called the “**Grantor Indemnitees**”), and the other Grantee, its elected officials (if any), employees, volunteers and agents (the other Grantee and such other persons being hereinafter collectively called the “**Grantee Indemnitees**”), against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys’ fees, suffered, incurred or sustained by any of the Grantor Indemnitees or any of the Grantee Indemnitees, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from the exercise by Grantee, or any other person acting on its behalf or with its authority and permission, of the rights and privileges granted Grantee under this Grant of Easements.

Notwithstanding the foregoing, a Grantee shall not be required to defend, indemnify or hold harmless the Grantor Indemnitees for the Grantor Indemnitees’ own intentional or negligent acts or omissions, and vice versa, as to Grantor’s indemnification of Grantee Indemnitees, and a Grantee shall not be required to defend, indemnify or hold

harmless the other Grantee for the other Grantee's own intentional or negligent acts or omissions.

The obligations under this section shall survive the termination or expiration of this Grant of Easements.

11. **Easements Run With the Land.** The perpetual Easements granted herein shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of Grantor and Grantees, and their respective heirs, executors, successors, grantees, lessees and assigns.

12. **No Waiver.** No waiver of any rights which the Parties have in the event of any default or breach by the other Parties under this Grant of Easements shall be implied from failure by a Party to take any action on account of such breach or default, and no express waiver by a Party shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

13. **Notice.** Any and all notices, demands, consents and approvals required under this Grant of Easements shall be sent and deemed received:

- A. on the third business day after being mailed by certified or registered mail, postage prepaid, return receipt requested; or
- B. on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery; or
- C. by personal delivery;

if addressed to the Parties as follows:

**To Grantor: Hoffmann 600 Lombard LLC**

2330 Hammond Drive, Suite G  
Schaumburg, Illinois 60173  
Attn: Fred R. Hoffmann

With a copy to: Guerard, Kalina & Butkus  
310 S. County Farm Road, Suite H  
Wheaton, Illinois 60187  
Attn: J. Steven Butkus

**To Village: Village of Lombard**  
255 East Wilson Avenue  
Lombard, Illinois 60148  
Attn: Village Manager

With a copy to: Klein, Thorpe and Jenkins, Ltd.  
900 Oakmont Lane, Suite 301  
Westmont, Illinois 60559  
Attn: Jason A. Guisinger / Michael T. Jurusik

To Commission: **DuPage Water Commission**  
600 Butterfield Road  
Elmhurst, Illinois 60126  
Attn: General Manager

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other person(s) and address(es) as a Party may designate from time to time. Failure to deliver a courtesy copy to a Party's counsel shall not render ineffective any otherwise validly served notice upon such Party.

**14. No Waiver of Rights Under Local Governmental and Governmental Employees Tort Immunity Act.** Nothing contained in this Grant of Easements is intended to be, nor shall operate as, a waiver by Grantees of the rights, defenses and immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.

15. **Entire Agreement.** This Grant of Easements contains the entire agreement between the Parties with respect to the use of the Ingress and Egress and Water Main Easement Area and the Grantor Property by Grantees in connection with the Easements Activities, and cannot be modified except by a writing, dated subsequent to the date hereof, and signed by all the Parties.

17. **No Third-Party Beneficiaries.** This Grant of Easements is entered into solely for the benefit of the Parties, and nothing in this Grant of Easements is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Grant of Easements or to acknowledge, establish or impose any legal duty to any third party.

18. **No Consequential, Special or Exemplary-Punitive Damages; Prevailing Party Shall Recover Court Costs and Attorney's Fees.** Anything to the contrary set forth herein notwithstanding, no Party to this Grant of Easements shall seek, claim, be entitled to recover or accept any award of consequential, special or exemplary-punitive damages. Otherwise, the respective Parties hereto have the specified remedies set forth herein as well as such other available legal and equitable remedies under Illinois law, including, as may be applicable, specific performance. In the event any Party files suit to enforce this Grant of Easements, then the prevailing Party in such suit shall be entitled to recover from the other Party hereto such prevailing Party's court costs and reasonable attorney's fees.

19. **Applicable Law; Venue.** This Grant of Easements shall be governed by and shall be construed in accordance with the laws of the State of Illinois. Venue for any disputes or enforcement hereof shall be in the Illinois Circuit Court for the Eighteenth

(18<sup>th</sup>) Judicial Circuit, Wheaton, DuPage County, Illinois. As a partial, mutual inducement to the Parties to enter into this Grant of Easements, each of the Parties waives its right to seek or demand any trial by jury as to any matter pertaining to this Grant of Easements.

20. **Recording of the Easements; Relocation of Easements and Water Main Improvements.** This Grant of Easements and its attached Plat shall be executed and recorded with the DuPage County Records Office as part of and immediately after the Village's completion of its acquisition of the aforementioned Water Tower Lot (Lot 2) from the Grantor (or its successors-in-interest). This Grant of Easements is subject to a right of the Grantor (and its successors-in-interest) as well as of the Village, and each of them, to request and be granted by the Grantees a reasonable relocation of the Easements as well as any of the constructed or proposed Water Main Improvements, as may be reasonably necessary in order to accommodate any Village-approved, actual future subdivision and subdivision improvements configuration and future site development improvements thereon (the "Subdivision Activities"), provided such relocation or adjustment will not materially adversely affect the engineered efficiencies and operations of the water main or the water tower. The costs of any such relocation of the Easements and any of the constructed or proposed Water Main Improvements, including but not limited to engineering design work, survey work and preparation of new plats of dedication of the revised Easements, preparation of construction plans, re-platting of Easements, filing of update plats of easements, construction work, construction management services, insurance premiums, performance and payment bonds, inspection services, applicable permit fees and review fees, shall be borne by the Grantor or its successors-in-interest. As part of any Subdivision Activities that require the

relocation of the Easements and the Water Main Improvements, the Parties agree to reasonably cooperate to arrange for either an amendment to this Grant of Easements or a replacement Grant of Easements instrument to be prepared and recorded to update and conform the description of such Easements with any Village-approved final subdivision plat(s), including the location of the private road that will serve Lot 2 on such Final Plat(s). Additionally, this Grant of Easements is further subject to either the Village (or the Commission as the Village's permitted assignee) having completed acquisition of such Water Tower Lot (Lot 2) from the Grantor **by not later than January 31, 2024**, and in the event completion of such acquisition of the Water Tower Lot (Lot 2) is not so timely consummated and completed by such date, then all Parties agree to cause this Grant of Easements to be vacated and eliminated of record.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Grantor, the Village and the Commission have caused their names to be signed to these presents the day and year first above written.

**GRANTOR:** **HOFFMANN 600 LOMBARD LLC**, an Illinois Limited Liability Company

By: \_\_\_\_\_  
Fred R. Hoffmann, Manager

**VILLAGE:** **VILLAGE OF LOMBARD**, an Illinois non-home rule municipal corporation

By: \_\_\_\_\_  
Keith Giagnorio, Village President

ATTEST: \_\_\_\_\_  
Elizabeth Brezinski, Village Clerk

**COMMISSION:** **DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
James Zay, Chairman

ATTEST: \_\_\_\_\_  
Carolyn Johnson, Clerk

**ACKNOWLEDGMENT**

STATE OF ILLINOIS     )  
                                          ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Fred R. Hoffmann, personally known to me to be the Manager of Hoffmann 600 Lombard LLC (the "Grantor"), and also personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that, as such Manager, he signed and delivered the said instrument, as his free and voluntary act, and the free and voluntary act of the Grantor, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public



**ACKNOWLEDGMENT**

STATE OF ILLINOIS     )  
                                          ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Keith Giagnorio and Elizabeth Brezinski, personally known to me to be the Village President and the Village Clerk, respectively, of the Village of Lombard (the "Village"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of the Village to be affixed thereto, pursuant to authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF ILLINOIS     )  
                                          ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that James Zay and Carolyn Johnson, personally known to me to be the Chairman and the Clerk, respectively, of the DuPage Water Commission (the "Commission"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Chairman and Clerk, they signed and delivered the said instrument and caused the corporate seal of the Commission to be affixed thereto, pursuant to authority given by the Board of Commissioners of said Commission, as their free and voluntary act, and as the free and voluntary act and deed of the Commission, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**Exhibit A**

**Final Plat Of Subdivision For The  
600 To 690 East Butterfield Road Property  
(Hoffmann – Lombard Subdivision, Lombard, Illinois) with  
Dedication of Ingress and Egress and Water Main Easements  
for the 600 to 690 East Butterfield Road Properties**

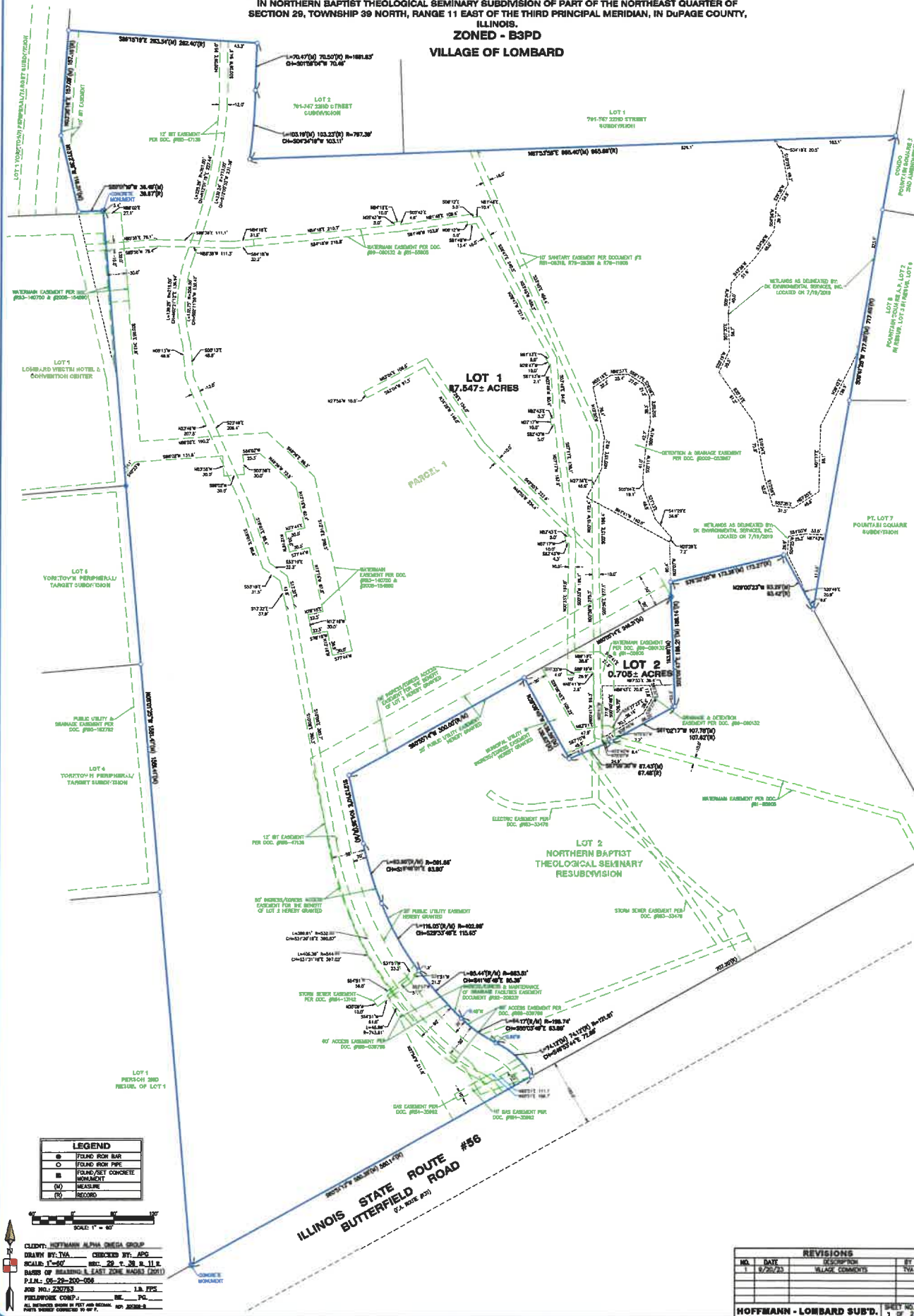
(attached)



## PARCEL ID #06-29-200-056

**A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1  
IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF  
SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DuPAGE COUNTY,  
ILLINOIS.**

**ZONED - B3PD**  
**VILLAGE OF LOMBARD**



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	9/20/23	VILLAGE COMMENTS	TVA

**HOFFMANN - LOMBARD SUB'D.**

SHEET NO. 3 OF 3



**Vanderstappen**  
Land Surveying, Inc.  
1314 N. Madison St.  
Woodstock, Illinois 60099  
Tel: 815-275-4719 Fax: 815-275-4814  
Surveyor Number 001-00000000

# FINAL PLAT OF HOFFMANN - LOMBARD SUBDIVISION

A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1  
IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF  
SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPage COUNTY,  
ILLINOIS.  
**ZONED - B3PD**  
**VILLAGE OF LOMBARD**

## CORPORATE OWNERS CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF ) S.S.  
This is to certify that \_\_\_\_\_ is the owner of the land described on the plat hereon drawn and shown hereon as subdivided, that they have caused said land to be surveyed, subdivided, stated and plotted as shown hereon, for the purpose of having this plat recorded provided by law.  
To the best of our knowledge, aforesaid subdivision resides within the boundaries of the following school districts:  
COLLEGE OF DUPage #502  
ELEMENTARY SCHOOL DISTRICT #15  
HIGH SCHOOL DISTRICT #65  
In witness where we have hereunder set my our hands of  
Seal (s) this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

\_\_\_\_\_  
President  
\_\_\_\_\_  
Secretary

## NOTARY CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF ) S.S.  
I, \_\_\_\_\_, a Notary Public in and for said County, in the personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as each \_\_\_\_\_ and \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation as their own free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth, when under my hand and Notarial Seal.  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

Notary Public My Commission Expires \_\_\_\_\_

## MORTGAGE CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF ) S.S.  
The undersigned as Mortgagee pursuant to the mortgage dated \_\_\_\_\_ and recorded as Document No. \_\_\_\_\_ and as modified by Document No. \_\_\_\_\_ and recorded as \_\_\_\_\_ hereby consents to the dedication and plot shown hereon.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D., by \_\_\_\_\_ on \_\_\_\_\_ Banking Corporation.

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

## NOTARY CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF ) S.S.  
I, \_\_\_\_\_, a Notary Public in and for said County, in the personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as each \_\_\_\_\_ and \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation as their own free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth, when under my hand and Notarial Seal.  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

Notary Public My Commission Expires \_\_\_\_\_

## MORTGAGE CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF ) S.S.  
The undersigned as Mortgagee pursuant to the mortgage dated \_\_\_\_\_ and recorded as Document No. \_\_\_\_\_ and as modified by Document No. \_\_\_\_\_ and recorded as \_\_\_\_\_ hereby consents to the dedication and plot shown hereon.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D., by \_\_\_\_\_ on \_\_\_\_\_ Banking Corporation.

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

## NOTARY CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF ) S.S.  
I, \_\_\_\_\_, a Notary Public in and for said County, in the personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as each \_\_\_\_\_ and \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation as their own free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth, when under my hand and Notarial Seal.  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

Notary Public My Commission Expires \_\_\_\_\_

## VILLAGE BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPage ) S.S.  
This is to certify that the Village Board of Trustees of the Village of Lombard, Illinois, have reviewed and approved this Plat. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

Village President

Village Clerk

## VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPage ) S.S.  
I, \_\_\_\_\_ Village Treasurer for the Village of Lombard, Illinois, do hereby certify that there are no delinquent general taxes, unpaid current or forfeited special assessments or any delinquent installments thereof that have not been apportioned against the tract included in this Plat. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

Village Treasurer

## COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPage ) S.S.  
This is to certify that, the Community Development Director of the Village of Lombard, has reviewed and approved this Plat.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

Community Development Director

## DUPage COUNTY WATER COMMISSION CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPage ) S.S.  
This is to certify that, the DuPage County Water Commission, has reviewed and approved this Plat.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

Director

## PUBLIC UTILITY EASEMENT PROVISIONS

An easement for serving the subdivision and other property with electric and communication service is hereby reserved for and granted to:

COMMONWEALTH EDISON COMPANY,  
AMERTECH ILLINOIS AND ILLINOIS BELL TELEPHONE COMPANY,  
APPLICABLE CABLE TELEVISION COMPANY,  
VILLAGE OF LOMBARD, GRANTEES.

their respective successors, successors, and assigns, jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, conductors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets, storm sewer, sanitary sewer, watermain or other facilities used in connection with overhead and underground transmission and distribution of electricity, storm sewer, sanitary sewer, watermain, communications, sounds and signals, air, over, under, across, along and upon the surface of the property shown within the dashed or dotted lines (or similar designation) on the plat and marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similar designation), the property designated in the Dedication of Condemnation and/or on this plat as "Common Elements", and the property designated on the plat for streets and alleys, whether public or private, together with the rights to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes, roots and shrubs and to clear obstructions from the surface and substructure as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantee's facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similar designation) without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "Condemnation Property Act", Chapter 785 ILCS 605/2, as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole or in part to the grantee for the use and enjoyment of the lot, parcel or area within the planned development, even though such be otherwise designated on the plat by terms such as "outlots", "common elements", "open space", "open area", "common ground", "parking", and "common area". The term "common area or areas" and "Common Elements" include real property surfaced with interior driveways and walkways, but exclude real property physically occupied by a building, Service Business District or structures such as a pool, retention pond, or mechanical equipment.

Relocation of facilities will be done by Grantee at cost of Grantor/Lot Owner, upon written request.

## NICOR GAS EASEMENT PROVISIONS

An easement for serving the Lot and other property with Gas service is hereby reserved for and granted to:

Northern Illinois Gas Company (a.k.a. Nicor)

An easement is hereby reserved for and granted to Northern Illinois Gas Company, its successors and assigns (hereinafter "Nicor") to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of natural gas, its gas, safety, storage, along and upon the surface of the property shown on the plat marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E.", "Public Utility Easement", "P.U.E." (or similar designation), the property designated in the Dedication of Condemnation and/or on this plat as "Common Elements", together with the right to install required service connections over or under the surface of each lot and Common Area or Areas, and to serve improvements thereon, or on adjacent lots, and Common Area or Areas, and to remove obstructions thereon, or on adjacent lots, and Common Area or Areas, the right to cut, trim or remove trees, bushes, roots and shrubs, as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over Nicor facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similar designation) without the prior written consent of Nicor. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

"Common Elements" shall have the meaning set forth for such term in Section 605/2(a) of the Condemnation Property Act (Illinois Compiled Statutes, Ch. 785, Sec. 605/2(a)), as amended from time to time.

The term "Common Area or Areas" is defined as a lot, parcel or area of real property, including real property surfaced with interior driveways and walkways, the beneficial use and enjoyment of which is reserved in whole or in part to the grantee for the use and enjoyment of the lot, parcel or area within the planned development, even though such area may be designated on this plat by other terms.

## COVENANTS, CONDITIONS AND RESTRICTIONS

Covenants and Restrictions covering this Plat of Subdivision have been recorded as

Document No. \_\_\_\_\_

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING AND PLEASE RETURN TO:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_

## RECORDERS CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPage ) S.S.  
This instrument filed for record in the Recorder's Office of DuPage County, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D., at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and recorded as  
Document Number \_\_\_\_\_

DuPage County Recorder

## COUNTY CLERKS CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPage ) S.S.  
I, \_\_\_\_\_ County Clerk of DuPage County, Illinois, do hereby certify that there are no delinquent general taxes, unpaid current or forfeited special assessments or any delinquent installments thereof that have not been apportioned against the tract included in the described property. I further certify that I have received all statutory fees in connection with this Plat.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

DuPage County Clerk

## SURVEYORS CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF MAHERRY ) S.S.

This is to certify that I, Terry L. Van Alstine of VANDERSTAPPEN LAND SURVEYING, INC., have surveyed and subdivided subject property into 2 Lots, with no new surveys, and the property as described and shown hereon, correctly represents said survey and subdivision, and is legally described as follows:  
A Resubdivision of Parcel 1 in Northern Baptist Theological Seminary Assessment Plat of Lot 1 in the Resubdivision of Northern Baptist Theological Seminary Subdivision, being a Subdivision of part of the Northwest Quarter of Section 20, Township 39 North, Range 11 East of the Third Principal Meridian, according to said Assessment Plat thereof recorded August 28, 2007 as Document Number RD07-156301, in DuPage County, Illinois.

I further certify that all regulations enacted by the Mayor and Village Board of Trustees of the Village of Lombard relative to zoning have been complied with in preparation of this Plat of Resubdivision.

I further certify that the land is within the Village of Lombard, which has adopted a Village Comprehensive Plan and Map, and is hereby the special powers authorized by Division 12 of Article 11 of the Illinois Municipal Code, as amended.

I further certify, that based upon a review of the Flood Insurance Rate Map (FIRM) Community Panel Number's 17043C02174, 17043C02181, 17043C02182 & 17043C02183 with an effective date August 1, 2019 indicate that subject property lies within Zone's "X" and "AE" and is determined to be liable to outside the 1% annual chance of annual flooding, as identified and shown on said FIRM, prepared by the Federal Emergency Management Agency.

I further certify, that the total area surveyed contains 27.5472 Acres (1,198,084 Square Feet).

I further certify, that iron stakes or appropriate monumentation, marks of lot corners and point of changes in alignment, are or will be set, as required by the Plat Act (Illinois Revised Statutes 75 ILCS 240/1). All distances are shown in feet and decimals thereof.

Given under my hand and seal this 24th, day of August, 2023.

Terry L. Van Alstine, M.S. 039-3085  
VANDERSTAPPEN LAND SURVEYING, INC.  
DESIGN FIRM #18-022762  
Expire April 30, 2025

## STORMWATER MANAGEMENT AND DETENTION EASEMENT

A Stormwater Management Easement is hereby reserved for and granted to the Village of Lombard, Illinois with the areas designated on this plat as "Stormwater Management Easement" hereby granted for the collection, conveyance, and storage of stormwater in areas to be maintained by the owner of the lots on which the facilities exist in accordance with village ordinances and the approved final engineering improvement plans. Encroachment of any kind including landscaping, fences, sheds, or accessory structures within said easement is prohibited except the village engineer has determined said encroachment will not interfere with the proper function of said facilities. The village shall have the right to enter with personnel and equipment upon said easement at any time for the purposes of access to and inspection of the Stormwater facilities located within said easement. If the owner fails to maintain said facilities and, after receipt of notice from the village of said failure, the owner fails to make required repairs in a reasonable period of time, the village may make the required repairs and seek reimbursement from the owner for the costs incurred by the village to make the repair and/or file a lien on the property.

## INGRESS/EGRESS EASEMENT PROVISIONS

The Ingress/Egress easement hereby granted for the benefit of Lot 2, may hereafter be, upon the future written request of the owner(s) of Lot 1 (or the owner(s) of that portion of Lot 1 or as so affected), relocated to another, alternative reasonable location situated on such Lot 1 (the "new easement"). In connection with the future re-subdivision of such Lot 1, the consent of such Lot 2 owner to such relocation of easement request shall not be unreasonably withheld or delayed. If such a relocation of the easement to such new easement location is so requested and consent to the same granted, then the original subject easement so granted and created by this Plat shall be stricken in exchange for such Lot 1 owner(s) grant of such new easement for the benefit of such Lot 2. The Lot 1 owner(s) agree to bear the reasonable costs and expenses of relocation of such easement and of utility constructing and improving the new easement area with road improvements and other existing infrastructure similar to those as had been previously constructed and installed on such original easement area created by this Plat using like-kind and like-quality materials, the same or as-needed quantity of materials and the same construction methods. The Lot 1 owner(s) and Lot 2 owner additionally shall reasonably cooperate with one another to coordinate and effectuate the foregoing. Upon the relocation of such easement as part of the re-subdivision of Lot 1, this easement relocation provision that benefits Lot 2 shall terminate.

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	8/20/23	PLAT COMMENTS	TVA
2	11/10/23	ADD EASEMENT PROVISION	TVA

HOFFMANN - LOMBARD SUBD. SHEET NO. 2 OF 2



CLIENT: HOFFMANN ALPHA OMEGA GROUP  
DRAWN BY: T. VAN ALSTINE  
CHECKED BY: J. HARRIS  
SCALE: 1"=60' DEC. 29, 2011  
BASED ON: HARRIS, S. EAST ZONE (HARRIS 2011)  
P.L.N. 08-28-200-058  
JOB NO. 220728  
PREPARED BY: T. VAN ALSTINE  
ILLINOIS COM. # 001-00000000  
ALL REFERENCES TO THIS PLAT ARE TO BE MADE TO THE ORIGINAL PLAT  
DATE OF THIS PLAT: 8/20/23

PREPARED FOR:  
HOFFMANN ALPHA OMEGA DEVELOPMENT GROUP, LLC  
2330 HANBROW DRIVE  
SCHMIDT, ILLINOIS 60173  
PREPARED BY:  
VANDERSTAPPEN LAND SURVEYING, INC.  
1314 N. MADISON STREET  
WOODSTOCK, ILLINOIS 60096

## Exhibit E

### ALL SELLERS MUST SIGN A DISCLOSURE AFFIDAVIT THAT IS SUBSTANTIALLY SIMILAR TO THE ONE BELOW

State of \_\_\_\_\_ )  
                                  ) ss.  
County of \_\_\_\_\_ )

#### DISCLOSURE AFFIDAVIT

I, \_\_\_\_\_ (hereinafter referred to as "**Affiant**"), reside at \_\_\_\_\_  
\_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, being first duly sworn and having  
personal knowledge of the matters contained in this Affidavit, swear to the following:

1. That I am over the age of eighteen and the (choose one):  
☐ owner, or ☐ corporate official, or  
☐ authorized trustee, or ☐ managing agent, or  
☐ \_\_\_\_\_  
of the Real Estate (as defined herein).
  
2. That the Real Estate (as defined herein) being sold to the Village of Lombard (hereinafter referred to as "**Buyer**") is commonly known as \_\_\_\_\_ and is located in the County of DuPage, Village of Lombard, State of Illinois (herein referred to as the "**Real Estate**"). The Real Estate has an Assessor's Permanent Index Number of part of 06-29-200-056.
  
3. That I understand that, pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement between the record fee owner of the Real Estate and the Buyer, Illinois State Law requires the owner, authorized trustee, corporate official, general partner or managing agent to submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having *any* interest, real or personal, in the Real Estate, and every member, shareholder, limited partner or general partner entitled to receive more than 7½% of the total distributable income of any limited liability company, corporation or limited partnership having any interest, real or personal, in the Real Estate.
  
4. As the ☐ owner, or ☐ corporate official, or  
☐ authorized trustee, or ☐ managing agent, or  
☐ \_\_\_\_\_  
of the Real Estate, I declare under oath that:

The limited and general partners entitled to receive more than 7½% of the total distributable income of the limited partnership having an interest in the Real Estate, \_\_\_\_\_, are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The shareholders entitled to receive more than 7½% of the total distributable income of the corporation having an interest in the Real Estate, \_\_\_\_\_, are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Disclosure Affidavit is made to induce the Buyer to accept title to the Real Estate in accordance with 50 ILCS 105/3.1.

**SUBSCRIBED AND SWORN** to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**AFFIANT:**

\_\_\_\_\_