

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

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

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE : August 13, 2024 **(BOT) Date:** August 15, 2024

SUBJECT: Yorktown Reserve Economic Incentive Agreement – Third Amendment

SUBMITTED BY: William J Heniff, Director of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

On December 21, 2023, The Village Board approved specific performance date amendments established within the Yorktown Reserve Economic Incentive Agreement (EIA) between the Village and project developer Lombard Development Manager, LLC (a tenant-in-common entity being orchestrated through Synergy Partners, a development and construction firm). The First Amendment established among other things, required demonstrated funding obligations being met by June 30, 2024. And the Second Amendment extended various obligation dates to August 31, 2024. This Amendment extends the aforementioned date to September 30, 2024, and establishes limited joinder provisions for Reserve at Yorktown Phase 2 LLC.

Please place this item on the August 15, 2024 Village Board agenda for consideration and approval. Staff also request a waiver of First Reading of the ordinance in order to meet the timing matters within the Amendment


Fiscal Impact/Funding Source:

Review (as necessary)

Finance Director _____ Date _____
Village Manager _____ Date _____

MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development 

MEETING DATE: August 15, 2024

RE: **Yorktown Reserve Economic Incentive Agreement – Third Amendment**

On December 21, 2023, The Village Board approved specific performance date amendments established within the Yorktown Reserve Economic Incentive Agreement (EIA) between the Village and project developer Lombard Development Manager, LLC (a tenant-in-common entity being orchestrated through Synergy Partners, a development and construction firm). The First Amendment established among other things, required demonstrated funding obligations being met by June 30, 2024. A Second Amendment to the EIA was approved by Village Board in June, 2024 which provided for the companion acquisition of the JCPenney tract to August 31, 2024.

The scheduled closing is now set for August 30, 2024. However, in the event an unforeseen occurrence takes place, they are seeking a one-month extension (to September 30, 2024) to undertake the aforementioned closing and acquisition actions.

The developer's Counsel also informed staff that they desire to further amend the Agreement to reflect the Developer Parties' ownership interests in the Project as currently structured. As proposed, Reserve at Yorktown II LLC, joins the Agreement as a party solely for the limited purpose of being jointly and severally bound by, and subject to, all of the covenants, terms and conditions of this Agreement as it relates to the Phase II Project. Also, any incentives paid by the Village under this Agreement relative to the Phase II Project shall be paid to Reserve at Yorktown II LLC."

All of the provisions of the EIA remain in full force and effect.

ACTION REQUESTED

Please place this item on the August 15, 2024 Village Board agenda for consideration and approval. Staff also request a waiver of First Reading of the ordinance in order to meet the modified timing matters within the Amendment.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A THIRD AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT FOR THE YORKTOWN RESERVE DEVELOPMENT, 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, DUPAGE COUNTY, 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 (hereinafter referred to as 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.

- 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 (collectively the “BD Sales Taxes”) within the Business District, pursuant to the Business District Law.
- F. Pursuant to Ordinance No. 8181, adopted July 20, 2023, the Village approved an “Economic Incentive Agreement for the Yorktown Reserve Development 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,” dated July 20, 2023, with the Developer, relative to the property legally described in EXHIBIT 1 attached hereto and made part hereof (the “Agreement”).
- G. Pursuant to Ordinance No. 8223, adopted December 21, 2023, the Village approved a “First Amendment to the Economic Incentive Agreement for the Yorktown Reserve Development 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”, dated December 22, 2023 (the “First Amendment”), relative to the timelines and milestones for development of the Phase I Project and disbursement of incentive funds related to the Greenspace Improvements Project.
- H. Pursuant to Ordinance No. 8271, adopted on June 20, 2024, the Village approved a “Second Amendment to the Economic Incentive Agreement for the Yorktown Reserve Development 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”, dated June 24, 2024 (the “Second Amendment”), relative to the timelines and milestones for construction to account for the Developer’s anticipated timeline for obtaining financing for the Project. The Agreement, as amended by the First Amendment and the Second Amendment, is hereinafter referred to as the “Amended Agreement”.

- I. The Village and the Developer desire to further amend the Amended Agreement relative to the timelines for the Developer to acquire all real property necessary for construction of the Phase I Project and Phase II Project and obtain Project financing, and to reflect the Developer Parties' (as defined in the Third Amendment) ownership interests in the Project as currently structured.
- J. That, attached hereto as EXHIBIT 2 and made part hereof, is a third amendment to the Amended Agreement, between the Developer, Reserve at Yorktown II LLC and the Village, which sets forth the revisions necessary to facilitate the changes referenced in subsection H. above (the "Third Amendment").
- K. That it is in the best interests of the Village to approve the Third Amendment, so that redevelopment within the TIF District and Business District can continue.

SECTION 2: Based upon the foregoing, the Third Amendment is hereby approved, and the Village President and Village Clerk of the Village are hereby authorized and directed to execute and deliver said Third Amendment substantially as set forth in EXHIBIT 2, as well as such other instruments as may be necessary or convenient to carry out the terms of said Third Amendment, and the Amended Agreement as amended by the Third Amendment.

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.

First reading waived by action of the Board of Trustees this 15th day of August, 2024

Passed on second reading this 15th day of August, 2024, pursuant to a roll call vote as follows.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 15th day of August, 2024.

Keith Giagnorio, Village President

ATTEST:

Elizabeth Brezinski, Village Clerk

Published by me in pamphlet form this ___ day of August, 2024.

Elizabeth Brezinski, Village Clerk

Exhibit 1
Legal Description of Property

THAT PART OF LOT 1 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER, RECORDED AUGUST 8, 2000 AS DOCUMENT R2000-120890, TOGETHER WITH THAT PART OF PARCEL 2 IN HIGHLAND AVENUE ASSESSMENT PLAT, RECORDED JANUARY 30, 2012 AS DOCUMENT R2012-012175, BOTH IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWEST CORNER OF SAID LOT 1 IN IN CARSON'S ASSESSMENT PLAT; THENCE NORTH 02 DEGREES 22 MINUTES 47 SECONDS WEST, 352.27 FEET; THENCE ALONG A CURVE HAVING A CHORD BEARING OF NORTH 47 DEGREES 22 MINUTES 48 SECONDS WEST, A RADIUS OF 25.00 FEET, AND AN ARC LENGTH 39.27 FEET; THENCE SOUTH 87 DEGREES 37 MINUTES 13 SECONDS WEST, 114.00 FEET; THENCE ALONG A CURVE HAVING A CHORD BEARING OF SOUTH 66 DEGREES 52 MINUTES 57 SECONDS WEST, A RADIUS OF 77.00 FEET, AND AN ARC LENGTH OF 55.74 FEET; THENCE NORTH 02 DEGREES 22 MINUTES 47 SECONDS WEST, 89.15 FEET; THENCE ALONG A CURVE HAVING A CHORD BEARING OF SOUTH 75 DEGREES 07 MINUTES 13 SECONDS EAST, A RADIUS OF 90.00 FEET, AND AN ARC LENGTH OF 54.22 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 13 SECONDS EAST, 114.00 FEET; THENCE ALONG A CURVE HAVING A CHORD BEARING OF NORTH 42 DEGREES 37 MINUTES 13 SECONDS EAST, A RADIUS OF 25.00 FEET, AND AN ARC LENGTH OF 39.27 FEET; THENCE NORTH 02 DEGREES 22 MINUTES 47 SECONDS WEST, 448.23 FEET; THENCE NORTH 87 DEGREES 15 MINUTES 23 SECONDS EAST, 51.21 FEET; THENCE ALONG A CURVE HAVING A CHORD BEARING OF NORTH 50 DEGREES 02 MINUTES 53 SECONDS EAST, A RADIUS OF 219.00 FEET, AND AN ARC LENGTH OF 288.43 FEET; THENCE NORTH 87 DEGREES 46 MINUTES 43 SECONDS EAST, 107.83 FEET; THENCE ALONG A CURVE HAVING A CHORD BEARING OF NORTH 79 DEGREES 56 MINUTES 16 SECONDS EAST, A RADIUS OF 506.00 FEET, AND AN ARC LENGTH OF 138.49 FEET; THENCE NORTH 72 DEGREES 07 MINUTES 03 SECONDS EAST, 23.60 FEET; THENCE NORTH 66 DEGREES 11 MINUTES 57 SECONDS EAST, 155.55 FEET; THENCE SOUTH 17 DEGREES 28 MINUTES 24 SECONDS EAST, 258.76 FEET; THENCE SOUTH 28 DEGREES 01 MINUTES 44 SECONDS WEST, 62.53 FEET; THENCE SOUTH 62 DEGREES 02 MINUTES 17 SECONDS EAST, 276.72 FEET; THENCE SOUTH 27 DEGREES 57 MINUTES 43 SECONDS WEST, 419.93 FEET; THENCE NORTH 62 DEGREES 01 MINUTES 04 SECONDS WEST, 218.43 FEET; THENCE SOUTH 27 DEGREES 57 MINUTES 43 SECONDS WEST, 254.10 FEET; THENCE SOUTH 57 DEGREES 57 MINUTES 43 SECONDS WEST, 165.00 FEET; THENCE SOUTH 27 DEGREES 57 MINUTES 43 SECONDS WEST, 177.29 FEET; THENCE SOUTH 87 DEGREES 37 MINUTES 13 SECONDS WEST, 188.55 FEET, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-29-101-038, and a portion of 06-29-101-044

Common Address: 230 Yorktown Center and a portion of 175 Yorktown Center, Lombard, Illinois

Exhibit 2

**Third Amendment to
the Economic Incentive Agreement**

(attached)

**THIRD AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT FOR THE
YORKTOWN RESERVE DEVELOPMENT, 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**

This Third Amendment to Economic Incentive Agreement (the "Third Amendment") is made and entered into as of the ____ day of August, 2024, by and between the VILLAGE OF LOMBARD, an Illinois non-home rule municipal corporation (the "Village") and LOMBARD DEVELOPMENT MANAGER, LLC, an Illinois limited liability company and RESERVE AT YORKTOWN PHASE 2 LLC, an Illinois limited liability ("RY 2"). The Village, LDM and RY 2 are sometimes referred to herein collectively as the "Parties." LDM and RY 2 are sometimes referred to herein collectively as the "Developer Parties")

WITNESSETH

WHEREAS, pursuant to Ordinance No. 8181, adopted July 20, 2023, the Village approved an "Economic Incentive Agreement for the Yorktown Reserve Development 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," dated July 20, 2023, with the Developer, relative to the property legally described in Exhibit A attached hereto and made part hereof (the "Agreement"); and

WHEREAS, pursuant to Ordinance No. 8223, adopted December 21, 2023, the Village approved a "First Amendment to the Economic Incentive Agreement for the Yorktown Reserve Development 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", dated December 22, 2023 (the "First Amendment"), relative to the

timelines and milestones for development of the Phase I Project and disbursement of incentive funds related to the Greenspace Improvements Project; and

WHEREAS, pursuant to Ordinance No. _____, adopted _____, 2024, the Village approved a “Second Amendment to the Economic Incentive Agreement for the Yorktown Reserve Development 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”, dated June 24, 2024 (the “Second Amendment”), relative to the timelines and milestones for construction to account for the Developer’s anticipated timeline for obtaining financing for the Project (the Agreement, as amended by the First Amendment and the Second Amendment, is hereinafter referred to as the “Amended Agreement”); and

WHEREAS, the Village and the Developer desire to amend certain provisions of the Amended Agreement pursuant to this Third Amendment relative to the timelines for the Developer Parties to acquire all real property necessary for construction of the Phase 1 Project and Phase 2 Project, and obtain financing, and to reflect the Developer Parties’ ownership interests in the Project; and

WHEREAS, in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, and the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, it is in the best interests of the Village and the Developer to enter into this Third Amendment;

NOW, THEREFORE, in consideration of the foregoing, other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto,

and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

1. That Section V. of the Amended Agreement is hereby amended by adding Subsection C. to read in its entirety as follows:

‘C. **Limited Joinder.** Reserve at Yorktown Phase 2 LLC, an Illinois limited liability company, joins this Agreement as a party solely for the limited purpose of being jointly and severally bound by and subject to, all of the covenants, terms, conditions, rights, and benefits of this Agreement relating solely to the Phase 2 Project. Any Incentives paid by the Village under this Agreement relative to the Phase II Project shall be paid to or as directed by Reserve at Yorktown Phase 2 LLC.”

2. That Sections V.A.5.a. and b. of the Amended Agreement are hereby amended by changing the dates referenced therein to September 30, 2024.
3. That Section VIII.A. of the Amended Agreement is hereby amended by changing the date referenced therein to September 30, 2024.
4. That Section XIX. of the Amended Agreement is hereby amended by adding a paragraph to the end of said Section to read in its entirety as follows:

“Notwithstanding anything in this Agreement to the contrary, the Village expressly authorizes the Developer to assign all of its right, title and interest in this Agreement to Reserve at Yorktown LLC, an Illinois limited liability company. Said assignment shall be in writing on a form reasonably satisfactory to the Village”

5. That certain Ordinance No. 5880 referencing a Redevelopment Agreement between and among Yorktown Holdings, LLC Highland Yorktown LLC and the Village of Lombard in regards to Lombard Business District No 1 recorded July 19, 2006 as document R2006-138339 is no longer of any force or effect.

6. That all portions of the Amended Agreement, not amended hereby, shall remain in full force and effect.
7. This Third Amendment shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same Third Amendment.
8. The Parties agree to record this Third Amendment with the DuPage County Recorder's Office at the Developer's cost and expense.
9. This Third Amendment shall be deemed dated and become effective on the day on which this Third Amendment is executed by the last of the signatories, as set forth below, with said date appearing on page 1 hereof.

REMANIDER OF PAGE LEFT INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed on or as of the day and year first above written.

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

ATTEST:

By: _____
Keith Giagnorio, Village President

By: _____
Elizabeth Brezinski, Village Clerk

Date: August ____, 2024

Date: August ____, 2024

LOMBARD DEVELOPMENT MANAGER, LLC.,
an Illinois limited liability company

By: _____
Name: Philip J. Domenico, III
Title: Manager

Date: August ____, 2024

ATTEST:

By: _____
Name: Gerald Curran
Title: Chief Financial Officer

Date: August ____, 2024

RESERVE AT YORKTOWN PHASE 2 LLC.,
an Illinois limited liability company

By: Lombard Development Manager, LLC.,
an Illinois limited liability company, its Manager

By: _____
Name: Philip J. Domenico III
Title: Manager

Date: August ____, 2024

ATTEST:

By: _____
Name: Gerald Curran
Title: Chief Financial Officer

Date: August ____, 2024

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 President and Village Clerk of the Village of Lombard, 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 President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Council of said Illinois corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of August, 2024.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Philip J. Domenico III, personally known to me to be the Manager of Lombard Development Manager, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of August, 2024.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Philip J. Domenico III, the Manager of Lombard Development Manager, LLC, personally known to me to be the Manager of Reserve at Yorktown Phase 2 LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of August, 2024.

Notary Public

Exhibit A

Legal Description of the Property Covered by the Agreement

THAT PART OF LOT 1 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER, RECORDED AUGUST 8, 2000 AS DOCUMENT R2000-120890, TOGETHER WITH THAT PART OF PARCEL 2 IN HIGHLAND AVENUE ASSESSMENT PLAT, RECORDED JANUARY 30, 2012 AS DOCUMENT R2012-012175, BOTH IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWEST CORNER OF SAID LOT 1 IN IN CARSON'S ASSESSMENT PLAT; THENCE NORTH 02 DEGREES 22 MINUTES 47 SECONDS WEST, 352.27 FEET; THENCE ALONG A CURVE HAVING A CHORD BEARING OF NORTH 47 DEGREES 22 MINUTES 48 SECONDS WEST, A RADIUS OF 25.00 FEET, AND AN ARC LENGTH 39.27 FEET; THENCE SOUTH 87 DEGREES 37 MINUTES 13 SECONDS WEST, 114.00 FEET; THENCE ALONG A CURVE HAVING A CHORD BEARING OF SOUTH 66 DEGREES 52 MINUTES 57 SECONDS WEST, A RADIUS OF 77.00 FEET, AND AN ARC LENGTH OF 55.74 FEET; THENCE NORTH 02 DEGREES 22 MINUTES 47 SECONDS WEST, 89.15 FEET; THENCE ALONG A CURVE HAVING A CHORD BEARING OF SOUTH 75 DEGREES 07 MINUTES 13 SECONDS EAST, A RADIUS OF 90.00 FEET, AND AN ARC LENGTH OF 54.22 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 13 SECONDS EAST, 114.00 FEET; THENCE ALONG A CURVE HAVING A CHORD BEARING OF NORTH 42 DEGREES 37 MINUTES 13 SECONDS EAST, A RADIUS OF 25.00 FEET, AND AN ARC LENGTH OF 39.27 FEET; THENCE NORTH 02 DEGREES 22 MINUTES 47 SECONDS WEST, 448.23 FEET; THENCE NORTH 87 DEGREES 15 MINUTES 23 SECONDS EAST, 51.21 FEET; THENCE ALONG A CURVE HAVING A CHORD BEARING OF NORTH 50 DEGREES 02 MINUTES 53 SECONDS EAST, A RADIUS OF 219.00 FEET, AND AN ARC LENGTH OF 288.43 FEET; THENCE NORTH 87 DEGREES 46 MINUTES 43 SECONDS EAST, 107.83 FEET; THENCE ALONG A CURVE HAVING A CHORD BEARING OF NORTH 79 DEGREES 56 MINUTES 16 SECONDS EAST, A RADIUS OF 506.00 FEET, AND AN ARC LENGTH OF 138.49 FEET; THENCE NORTH 72 DEGREES 07 MINUTES 03 SECONDS EAST, 23.60 FEET; THENCE NORTH 66 DEGREES 11 MINUTES 57 SECONDS EAST, 155.55 FEET; THENCE SOUTH 17 DEGREES 28 MINUTES 24 SECONDS EAST, 258.76 FEET; THENCE SOUTH 28 DEGREES 01 MINUTES 44 SECONDS WEST, 62.53 FEET; THENCE SOUTH 62 DEGREES 02 MINUTES 17 SECONDS EAST, 276.72 FEET; THENCE SOUTH 27 DEGREES 57 MINUTES 43 SECONDS WEST, 419.93 FEET; THENCE NORTH 62 DEGREES 01 MINUTES 04 SECONDS WEST, 218.43 FEET; THENCE SOUTH 27 DEGREES 57 MINUTES 43 SECONDS WEST, 254.10 FEET; THENCE SOUTH 57 DEGREES 57 MINUTES 43 SECONDS WEST, 165.00 FEET; THENCE SOUTH 27 DEGREES 57 MINUTES 43 SECONDS WEST, 177.29 FEET; THENCE SOUTH 87 DEGREES 37 MINUTES 13 SECONDS WEST, 188.55 FEET, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-29-101-038, and a portion of 06-29-101-044

Common Address: 230 Yorktown Center and a portion of 175 Yorktown Center, Lombard, Illinois.