
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2022-R-129

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH
ORCHARD HILL BUILDING COMPANY FOR THE ACQUISITION OF PROPERTY
ALONG 179TH STREET FOR A BOOSTER STATION**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2022-R-129

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH ORCHARD HILL BUILDING COMPANY FOR THE ACQUISITION OF PROPERTY ALONG 179TH STREET FOR A BOOSTER STATION

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, has agreed to a purchase Agreement with Orchard Hill Building Company (d/b/a Gallagher and Henry) for one (1) parcel of land along 179th Street within the boundaries of Tinley Park, a true and correct copy of said Purchase Agreement being attached hereto and made a part hereof as **EXHIBIT 1** and Plat of Survey attached hereto and made a part hereof as **EXHIBIT 2**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that the Village Manager shall continue to negotiate with the Orchard Hill Building Company for the purchase of property;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the Village Manager shall continue to negotiate with the Orchard Hill Building Company for the purchase of property, with said Purchase Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

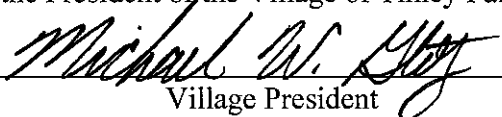
ADOPTED this 1st day of November 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED this 1st day of November 2022, by the President of the Village of Tinley Park.


Village President

ATTEST:


Village Clerk

EXHIBIT 1

Purchase Agreement

EXHIBIT 2

Survey

PLAT OF SURVEY

LEGEND

- 5/8" IRON NAIL SET
- 1/2" IRON NAIL SET
- 3/8" IRON NAIL SET
- 1/4" IRON NAIL SET
- 1/8" IRON NAIL SET
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STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-129, **“A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH ORCHARD HILL BUILDING COMPANY FOR THE ACQUISITION OF PROPERTY ALONG 179TH STREET FOR A BOOSTER STATION,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 1, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1st day of November 2022.



VILLAGE CLERK

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into this 4th day of November, 2022, by and between **Village of Tinley Park**, an Illinois municipal corporation ("Purchaser"), and **Orchard Hill Building Company**, an Illinois partnership ("Seller").

WHEREAS, Seller owns a tract of land (property) located in the West ½ of the Southeast ¼ of Section 34, Township 36 North Range 12 which fronts on the South side of 179th Street lying West of Pheasant Lake Unit #3 subdivision recorded as document number 95230771 in the Cook County recorder of Deeds office and hereby agrees to sell a portion of said tract which is the Northeast corner of the property, the legal description of which is set forth in EXHIBIT A. This legal will be a metes and bounds description provided by Christopher B. Burke Engineering, LTD. (the "Real Estate"). The legal description of the remaining land will described in Exhibit B. Purchaser will be responsible for filing the appropriate documentation for the tax division with the Cook County Assessor's office. Seller agrees to cooperate in the tax division process.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **SALE**. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, for the Purchase Price (as hereafter defined) and on the terms and conditions set forth in this Agreement, the Real Estate, together with all rights, easements, interests and duties and obligations appurtenant thereto.

2. **PURCHASE PRICE**. The purchase price to be paid to Seller by Purchaser for the Real Estate shall be ONE HUNDRED THOUSAND 00/100 DOLLARS (\$100,000.00) (the "Purchase Price"). The Purchase Price shall be paid on the date of Closing (as hereafter defined).

3. **CLOSING**. The purchase and sale transaction contemplated in this Agreement shall be consummated at closing ("Closing") to take place at the offices of Chicago Title Insurance Company, Attn Kristi Brennan, 6432 Joliet Road, Countryside, IL 60525 at such other time as may be mutually agreed in writing, no later than sixty (60) days after the execution of this Agreement. Possession of the Real Estate shall be given to Purchaser at Closing.

4. **BROKERAGE**. Seller and Purchaser represent and warrant to each other that neither Seller nor Purchaser has dealt with any broker with respect to the transaction contemplated by this Agreement.

5. **AS-IS SALE AND DUE DILIGENCE PERIOD**.

(a) Except as otherwise specifically set forth in this Agreement, Seller makes no warranty, express or implied, or arising by operation of law, as to the nature and condition of the Real Estate, including, without limitation, any and all improvements located on the Real Estate, water, soil and geology, the suitability of the Real Estate for any and all activities and uses which Purchaser may elect to conduct thereon, the existence of any environmental hazards or conditions thereon, compliance of the Real Estate or its operation with all applicable laws, rules or regulations

or as to the condition or state of repair of the Real Estate. Seller makes no implied warranties of habitability, merchantability or fitness for a particular purpose as to the Real Estate. Purchaser acknowledges that Seller is under no obligation to alter, repair or improve the Real Estate. Purchaser acknowledges that delivery of the Real Estate is "AS IS," "WHERE IS" and "WITH ALL FAULTS," and that Seller has disclaimed any implied warranties with respect to the Real Estate.

(b) Due Diligence Period.

i. Matters to Be Reviewed. Purchaser waives their due diligence review and accepts the condition of the property.

6. **TITLE MATTERS.**

(a) Conveyance of Title. Seller agrees to deliver to Purchaser a Trustee's deed (the "Deed") executed by Seller conveying to Purchaser title to the Real Estate free and clear of all claims, liens and encumbrances, except for the Permissible Exceptions (as hereafter defined) and those acceptable to Purchaser, as well as all restrictive covenants applicable to the Real Estate. "Permissible Exceptions" shall include the lien of general taxes not yet payable; zoning and building laws and ordinances; easements, covenants, conditions and restrictions of record; and any lien which may be removed by the payment of money from the Purchase Price at Closing.

(b) Title Commitment. Purchaser, at Purchaser's sole expense, shall obtain a commitment (the "Title Commitment") for title insurance issued by Chicago Title Insurance Company (the "Title Company"), showing merchantable title to the Real Estate in Seller, committing the Title Company to issue an ALTA Owner's Policy of Title Insurance with extended coverage over the standard or general exceptions to title (the "Owner's Policy of Title Insurance") for the amount of the Purchase Price or such other amount as Purchaser and the Title Company may agree. Purchaser shall, at Purchaser's expense, procure an ALTA survey and cause the same to be certified to the Title Company. Purchaser shall provide the Title Commitment to Seller or Seller's attorney within ten (10) days of the execution of this Agreement. Within ten (10) days after receiving the Title Commitment, Purchaser shall provide Seller with written notice of any objections (except Permissible Exceptions) to the form and/or contents of the Title Commitment (the "Objection Notice"). If Purchaser does not provide Seller with the Objection Notice in a timely manner, the Title Commitment shall be deemed accepted by Purchaser. Further, matters not objected to by Purchaser in the Objection Notice with respect to the Title Commitment shall be deemed acceptable to Purchaser. If Purchaser provides Seller with the Objection Notice in a timely manner, the following procedure shall be utilized:

i. Seller, in its discretion, may elect, by providing Purchaser written notice within ten (10) days from receipt of Purchaser's Objection Notice, to either (a) decline to cure such objections, or (b) utilize good faith efforts to cure such objections to the reasonable satisfaction of Purchaser ("Seller's Election Notice").

ii. If Seller (a) fails to cure such objections to the reasonable satisfaction of Purchaser within ten (10) days after Purchaser's receipt of Seller's Election Notice, (b) declines to cure such objections or (c) does not provide Purchaser with Seller's Election

Notice in a timely manner, then Purchaser may elect, as its exclusive remedies, to either (x) terminate this Agreement, in which case all obligations of the parties hereunder shall cease, except as otherwise provided in this Agreement, or (y) accept the Title Commitment and proceed to Closing. Purchaser shall provide Seller written notice of its election on or before the Closing ("Purchaser's Election Notice").

iii. If Purchaser does not provide Seller with Purchaser's Election Notice in a timely manner, this Agreement shall thereafter be considered terminated and all obligations of the parties hereunder shall cease, except as otherwise provided in this Agreement.

7. **CLOSING DELIVERIES.**

(a) **Seller.** At Closing, Seller shall deliver or cause to be delivered to Purchaser the following:

i. **Deed.** The Deed, executed by Seller, in recordable form conveying the Real Estate to Purchaser, free and clear of all liens, claims and encumbrances except the Permissible Exceptions and those acceptable to Purchaser.

ii. **Transfer Declarations.** Executed Illinois Real Property Transfer Declaration form of the State of Illinois to be filed via MyDec.

iii. **Closing Statement.** A closing statement conforming to the prorations and other relevant provisions of this Agreement.

iv. **FIRPTA Statement.** Seller (and each individual executing this Agreement on behalf of Seller) is not a foreign investor, nor do foreign investors have any beneficial interest in the Real Estate. Seller acknowledges that § 1445 of the Internal Revenue Code of 1986, as amended, requires that a purchaser of real estate from a "foreign person" withhold at closing and pay to the Internal Revenue Service a portion of the amount realized by the Seller of such real estate. Therefore, Seller agrees to provide at Closing an affidavit of Seller, or Seller's authorized officer if Seller is not an individual, in form required by Purchaser, setting forth sufficient facts to establish whether or not Seller is a "foreign person" within the meaning of said § 1445, including, without limitation, Seller's taxpayer identification number and principal residence or business address.

v. **Other.** Such other documents and instruments as may reasonably be required by the Title Company which may be necessary to consummate this transaction and to otherwise effect the agreements of the parties hereto and not inconsistent with the terms of this Agreement.

(b) **Purchaser.** At Closing, Purchaser shall deliver or cause to be delivered to Seller the following, in form and substance acceptable to Seller:

i. **Purchase Price.** The Purchase Price shall be paid to Seller, plus all costs per section 6 (b) and 8 (a) and (b).

ii. **Closing Statement.** A closing statement conforming to the prorations and other relevant provisions of this Agreement.

iii. **Transfer Declarations.** Executed Illinois Real Property Transfer Declaration form of the State of Illinois to be filed via MyDec.

iv. **Other.** Such other documents and instruments as may reasonably be requested by the Title Company which may be necessary to consummate this transaction and to otherwise affect the agreements of the parties hereto and not inconsistent with the terms of this Agreement.

8. **PRORATIONS AND ADJUSTMENTS.** The following shall be prorated and adjusted between Seller and Purchaser as of the Closing Date, except as otherwise specified:

(a) Purchaser shall pay for the Title Commitment and the Owner's Policy of Title Insurance in the amount of the Purchase Price. Purchaser shall be responsible for any additional title insurance coverage, including any endorsements.

(b) Purchaser shall pay for any and all Title Company closing and escrow fees.

(c) All general real estate taxes and special assessments, if any, due and payable at the time of closing shall be paid by Seller. The Seller will be responsible for the general real estate taxes and special assessments if any through and including the date of closing. There will be no tax prorations provided to Purchaser due to the fact that the Purchaser is a taxed exempt entity.

(d) The parties acknowledge that, as Buyer is a governmental entity, this transaction is exempt from any State, County and Village real estate transfer taxes pursuant to 35 ILCS 200/31-45(b).

9. **DEFAULT BY SELLER.** In the event of a default by Seller under the terms of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from Purchaser to Seller, Purchaser shall have the right, as its exclusive remedies, to terminate this Agreement, in which case all obligations of the parties hereunder shall cease, except as otherwise provided in this Agreement.

10. **DEFAULT BY PURCHASER.** In the event of a default by Purchaser under the terms of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from Seller to Purchaser, Seller shall have the right, as its exclusive remedies, to terminate this Agreement, in which case all obligations of the parties hereunder shall cease, except as otherwise provided in this Agreement.

11. **WARRANTIES AND REPRESENTATIONS OF SELLER.** Seller makes the following warranties and representations, which shall be true and correct as of the date of this Agreement and as of the date of Closing:

(a) Seller is lawfully organized and an existing corporation in the state of Illinois and

has full power and authority to convey the Real Estate to Purchaser.

(b) Seller has good, merchantable and insurable title to the Real Estate, which are free and clear of all mortgages, liens, security interests, charges, claims, restrictions or other encumbrances of every kind except as otherwise specifically provided in this Agreement or as will be discharged at or before the date of Closing. There will be no restriction on the transfer of the Real Estate at the time of Closing.

(c) There is no pending or threatened condemnation or similar proceeding affecting the Real Estate or any part thereof.

(d) There are no claims, actions, suits or other legal or administrative proceedings, including, without limitation, bankruptcy proceedings, pending or threatened, against or involving Seller or the Real Estate which could affect the consummation of the transactions contemplated hereby, and there are no facts which might result in any action, suit or similar proceeding. There are no judgments, orders or stipulations against Seller or the Real Estate.

(e) There are no leases or other contracts to which Seller is a party which affect the Real Estate, except those which shall be terminated by Seller prior to the Closing.

(f) Seller is not subject to any charter, bylaw, rule, agreement or restriction of any kind or character which would prevent the consummation of this Agreement and the transactions contemplated hereby. Seller has full power and authority to execute this Agreement and all documents necessary to accomplish the sale contemplated herein, fully perform hereunder and to consummate the transactions contemplated hereby without the consent or joinder of any other party.

(g) All bills for work done or materials furnished by or at the request of Seller to or for the improvement of the Real Estate will have been paid in full, or provision made for payment, such that no lien therefore, whether statutory or common law, may properly be filed or enforced against the Real Estate.

(h) At the time of Closing, no person or entity, other than Purchaser, will have any right of possession to any portion of the Real Estate.

(i) Seller has not received any notice and is not aware of any Hazardous Substance (as defined herein) contained on or in the Real Estate. Seller has not received notice of and is not aware of any pending or threatened litigation or proceedings before any administrative agency in which any person or entity alleges the presence, release, threat of release, placement on or in the Real Estate, or the generation, transportation, storage, treatment, or disposal at the Real Estate, of any Hazardous Substance. Seller has not received any notice of and has no knowledge that any governmental authority or any employee or agent thereof has determined that there is a presence, release, threat of release, placement on or in the Real Estate, or that there has been any generation, transportation, storage, treatment, or disposal at the Real Estate, of any Hazardous Substance (other than chemicals and other substances that may have been introduced, released or discharged for agricultural purposes while the Real Estate was used for farming). Seller has not received notice of and is not aware of any communications or agreements with any governmental authority or

agency (federal, state or local) or any private entity, including, but not limited to, any prior owners of the Real Estate, relating in any way to the presence, release, threat of release, placement on or in the Real Estate, or the generation, transportation, storage, treatment, or disposal at the Real Estate of any Hazardous Substance. Seller shall promptly give Purchaser copies of any such notices which may be received by Seller. For purposes of this paragraph, Hazardous Substance means any waste, substance, chemical, material, pollutant or containment defined as "hazardous" or "toxic" in, pursuant to or under the Resources Conservation Recovery Act, 42 U.S.C. Section 6901 et. seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq., the Clean Water Act, 33 U.S.C. Section 1251 et. seq., the Clean Air Act, 42 U.S.C. Section 7401 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et. seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 et. seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq., the Illinois Environmental Protection Act, 415 ILCS 5/1 et. seq., or any other law, statute, regulations, or common law theory dealing with environmental matters.

12. **NOTICES.** Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and sent by overnight delivery directed to Seller and Purchaser as follows:

If to Seller: Orchard Hill Building Company
6280 Joliet Road
Countryside, Illinois 60525
Attn: John D. Gallagher
Email: jdg@gallagherandhenry.com
Attn: Linda Staszak
Email: Linda@gallagherandhenry.com

with a copy to: Justin Gallagher
Gallagher and Henry
6280 Joliet Road
Countryside, IL 60525
jrg@gallagherandhenry.com

If to Purchaser: Village of Tinley Park
Attn: Daniel Ritter
16250 Oak Park Ave.
Tinley Park, IL 60477
dritter@tinleypark.org

with a copy to: Dominick L. Lanzito
Peterson, Johnson & Murray - Chicago LLC
200 W. Adams - Suite 2125
Chicago, Illinois 60606
dlanzito@pjmchicago.com

Notice by overnight delivery shall be deemed to have been received on the actual date of delivery. A time period in which a response to any notice, demand or request must be given pursuant to this Agreement shall commence to run from the date of receipt.

13. **CASUALTY PRIOR TO CLOSING.** If, prior to the Closing, a material part (as defined in this Section 13) of the Real Estate is destroyed or damaged by fire or other casualty, Seller will promptly notify Purchaser of such fact, and Purchaser will have the right to terminate this Agreement by giving notice to Seller not later than ten (10) days after notice from Seller to Purchaser. For the purposes hereof, a "material part" of the Real Estate will mean a part of the Real Estate which will cost in excess of \$10,000.00 to repair. If Purchaser does not elect to terminate this Agreement as aforesaid, or if there is damage to or destruction of less than a material part of the Real Estate by fire or other casualty, there will be no abatement of the Purchase Price.

14. **MISCELLANEOUS.**

(a) **Entire Agreement.** This Agreement and the Exhibits attached hereto and by this reference made a part hereof, constitute the entire agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Real Estate other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

(b) **Headings.** The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in constructing or interpreting the provisions of the Agreement.

(c) **Binding Effect.** All of the provisions of this Agreement are hereby made binding upon and shall inure to the benefit of the parties hereto and personal representatives, heirs, successors and assigns of both parties hereto.

(d) **Time of Essence.** Time is of the essence of this Agreement.

(e) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

(f) **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Illinois with venue for all litigation in Cook County, Illinois.

(g) **Closing Date and Deadline Dates.** In the event that the date of Closing or any other deadline date or date for notice described in this Agreement falls on a weekend or a holiday, the date of Closing or other deadline date or date for notice shall be deemed to be the next business day.

(h) **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, and if such provision is not essential to the effectuation of the basic purposes of this Agreement, such provision shall be fully severable, this

Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

(i) **No Waiver.** The waiver by either party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be construed as a waiver of any other covenant, condition or promise herein. The waiver by either party of the time for performing any act shall not constitute a waiver of the time for performing any other act or any incidental act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of or an estoppel against the later exercise of such remedy or right.

(j) **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.


(k) **Attorneys' Fees and Costs.** In the event of any dispute between the parties relative to this Agreement or any of the terms hereof, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the non-prevailing party.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the date and year set forth above.

[remainder of page left blank]

PURCHASER:

Village of Tinley Park, an Illinois municipal corporation

By 
Its Village Manager

SELLER:

Orchard Hill Building Company, an Illinois partnership

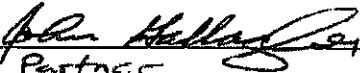
By 
Its Partner

EXHIBIT A

LEGAL DESCRIPTION:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE 2011 ADJUSTMENT) GRID BEARING OF SOUTH 01 DEGREES 47 MINUTES 54 SECONDS EAST A DISTANCE OF 182.68 FEET; THENCE SOUTH 75 DEGREES 57 MINUTES 06 SECONDS WEST, 113.96 FEET TO A POINT ON A 60.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE 52.94 FEET (THE CHORD BEARS THENCE NORTH 39 DEGREES 22 MINUTES 31 SECONDS WEST, 51.24 FEET); THENCE NORTH 25 DEGREES 24 MINUTES 47 SECONDS EAST, 130.89 FEET TO A POINT ON A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 34; THENCE NORTH 01 DEGREES 41 MINUTES 32 SECONDS WEST, 50.00 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 18 MINUTES 28 SECONDS EAST, 82.67 FEET ALONG THE NORTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.479 ACRES OR 20,859 SQUARE FEET, MORE OR LESS.

PART OF P.I.N. 27-34-400-010

EXHIBIT B

LEGAL DESCRIPTION:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE SOUTH 702 FEET, MORE OR LESS, AND ALSO EXCEPTING OUTLOTS E, D AND MALLARD ROAD AS DEDICATED IN GALLAGHER & HENRY'S MANSFIELD COURT TOWNHOMES UNIT 4 SUBDIVISION, ACCORDING TO THE PLAT RECORDED ON 2/28/2000 AS DOCUMENT 00143730), IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE 2011 ADJUSTMENT) GRID BEARING OF SOUTH 01 DEGREES 47 MINUTES 54 SECONDS EAST A DISTANCE OF 1594.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MALLARD ROAD AS DEDICATED BY SAID GALLAGHER & HENRY'S MANSFIELD COURT TOWNHOMES UNIT 4 SUBDIVISION; THENCE SOUTH 88 DEGREES 12 MINUTES 06 SECONDS WEST, 574.87 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON A 309.00 RADIUS CURVE, CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE AND NORTH RIGHT-OF-WAY LINE 133.16 FEET (THE CHORD BEARS NORTH 79 DEGREES 27 MINUTES 11 SECONDS WEST, 132.13 FEET) TO THE NORTHWESTERLY CORNER OF SAID MALLARD ROAD; THENCE SOUTH 22 DEGREES 53 MINUTES 22 SECONDS WEST, 235.09 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MALLARD ROAD AND THE WESTERLY LINE OF SAID OUTLOT E IN GALLAGHER & HENRY'S MANSFIELD COURT TOWNHOMES UNIT 4 SUBDIVISION TO A POINT ON THE NORTHEASTERLY LINE OF SAID OUTLOT D IN GALLAGHER & HENRY'S MANSFIELD COURT TOWNHOMES UNIT 4 SUBDIVISION; THENCE NORTH 43 DEGREES 53 MINUTES 08 SECONDS WEST, 799.59 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 34; THENCE NORTH 01 DEGREES 47 MINUTES 18 SECONDS WEST, 1188.44 FEET ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 34; THENCE NORTH 88 DEGREES 18 MINUTES 28 SECONDS EAST, 1337.86 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 34 TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL; THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE 2011 ADJUSTMENT) GRID BEARING OF SOUTH 01 DEGREES 47 MINUTES 54 SECONDS EAST A DISTANCE OF 182.68

FEET; THENCE SOUTH 75 DEGREES 57 MINUTES 06 SECONDS WEST, 113.96 FEET TO A POINT ON A 60.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE 52.94 FEET (THE CHORD BEARS THENCE NORTH 39 DEGREES 22 MINUTES 31 SECONDS WEST, 51.24 FEET); THENCE NORTH 25 DEGREES 24 MINUTES 47 SECONDS EAST, 130.89 FEET TO A POINT ON A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 34; THENCE NORTH 01 DEGREES 41 MINUTES 32 SECONDS WEST, 50.00 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 18 MINUTES 28 SECONDS EAST, 82.67 FEET ALONG THE NORTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 47.30 ACRES, MORE OR LESS. PART OF P.I.N. 27-34-400-010



CONTRACT AND DOCUMENT APPROVAL CHECKLIST

Ordinance/Resolution No: _____

Exhibits Attached: Yes _____ No _____

Contracting Party/Vendor: _____

Contract Contact Info: _____

Bid Opening Date (If applicable): _____

Mylar (Rcvd by Clerk's Office): Y / N - Date Sent for Recording: _____ Date Recorded: _____

Certificates of Insurance Received: Yes _____ No _____

Contract Expiration: Date: _____

Signature of Contracting Party received: Yes _____ Date: _____

Staff Review Date: _____ Approved Via: _____ By: _____

Attorney Review: Date: _____ Approved Via: _____ By: _____

Village Manager Review: Date: _____ Approved Via: _____ By: _____

Committee Review Date: _____ Committee Type: _____

Committee Approval Date: _____ Committee Type: _____

Village Board Meeting: Date: _____

Village Board Approval: Date: _____ Approved: _____ Denied: _____

Notes: