

ORDINANCE 6311

**FIRST AMENDMENT TO THE T.I.F. REDEVELOPMENT AGREEMENT  
FOR THE 400-540 EAST ST. CHARLES ROAD DEVELOPMENT,  
COMPRISING A PART OF THE  
EAST ST. CHARLES ROAD T.I.F. DISTRICT II – EAST,  
IN THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS**

This First Amendment (hereinafter referred to as the "FIRST AMENDMENT") is between the Village of Lombard, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE") Neri Development Corporation, doing business as Oakview Estates LLC, an Illinois limited liability company (hereinafter referred to as the "DEVELOPER"), and Parille Builders, Inc., an Illinois Corporation, (hereinafter referred to as the "SUBSTITUTE DEVELOPER"), and is dated this 15<sup>th</sup> day of April, 2009.

**WITNESSETH:**

**WHEREAS**, the VILLAGE is a non-home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois; and

**WHEREAS**, the State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time amended (hereinafter referred to as the "TIF ACT"); and

**WHEREAS**, pursuant to its powers and in accordance with the TIF ACT, on February 5, 2004, the corporate authorities of the VILLAGE adopted Ordinance Numbers 5436, 5437 and 5438, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE'S St. Charles Road TIF District II (East) tax increment financing district (hereinafter referred to as the "EAST ST. CHARLES ROAD TIF DISTRICT") for redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, which property is legally described on EXHIBIT A attached hereto and made part hereof (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA"); and

**WHEREAS**, the DEVELOPER desired to redevelop a portion of the REDEVELOPMENT PROJECT AREA, said portion thereof being legally described on EXHIBIT B attached hereto and made part hereof (hereinafter referred to as the "DEVELOPER PARCEL"), on which the DEVELOPER intended to construct a multi-family residential condominium development consisting of a total of eighty (80) dwelling units in two (2) buildings (hereinafter referred to as the "PROJECT"); and

**WHEREAS**, in accordance with the TIF ACT, the VILLAGE, pursuant to Ordinance Number 5490, adopted on May 6, 2004, approved a Redevelopment

Agreement with the DEVELOPER, relative to the PROJECT (hereinafter referred to as the "REDEVELOPMENT AGREEMENT"), so that redevelopment within the EAST ST. CHARLES TIF DISTRICT could continue, with said REDEVELOPMENT AGREEMENT having been recorded on September 24, 2004, with the DuPage County Recorder's Office, as document number R2004-250023; and

**WHEREAS**, the DEVELOPER has completed all of the public improvements relative to the PROJECT, but has constructed only one (1) of the two (2) buildings that were to make up the PROJECT under the REDEVELOPMENT AGREEMENT and, as such, has missed the deadlines for completion of the entire PROJECT as contemplated by the REDEVELOPMENT AGREEMENT; and

**WHEREAS**, the DEVELOPER sold that portion of the DEVELOPER PARCEL on which the second building that was to be part of the PROJECT was to be located, which property is legally described on EXHIBIT C attached hereto and made part hereof (hereinafter referred to as the "CONVEYED PARCEL") to the SUBSTITUTE DEVELOPER; and

**WHEREAS**, the SUBSTITUTE DEVELOPER, as owner of the CONVEYED PARCEL, will be developing it separately from that portion of the DEVELOPER PARCEL that was built on by the DEVELOPER, but intends on developing the CONVEYED PARCEL consistent with the plans as approved by the VILLAGE as part of Ordinance 5488 and Resolution 125-04; and

**WHEREAS**, in consideration of the SUBSTITUTUTE DEVELOPER's participation as a party to this FIRST AMENDMENT, the DEVELOPER has consented to provide the SUBSTITUTE DEVELOPER with good and valuable consideration, consisting of the DEVELOPER's permission to use the architectural and development plans for the PROJECT, in the development of the CONVEYED PARCEL; and

**WHEREAS**, the DEVELOPER has requested that the VILLAGE consider a prorated TIF incentive relative to the DEVELOPER'S partial completion of the PROJECT, and that Section III.E. of the REDEVELOPMENT AGREEMENT be amended to so provide; and

**WHEREAS**, the DEVELOPER has requested that the VILLAGE consent to the substitution of the SUBSTITUTE DEVELOPER for the DEVELOPER, pursuant to Section VII.H. of the REDEVELOPMENT AGREEMENT, relative to the development of the CONVEYED PARCEL consistent with the PROJECT; and

**WHEREAS**, the VILLAGE is in concurrence with the DEVELOPER'S requests subject to the terms and conditions as set forth below;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the VILLAGE, the DEVELOPER and the

SUBSTITUTE DEVELOPER, the VILLAGE, the DEVELOPER and the SUBSTITUTE DEVELOPER agree as follows:

1. The recitals, as set forth above, are hereby incorporated herein by reference as if fully set forth herein.

2. That Section III.E. of the REDEVELOPMENT AGREEMENT is hereby amended by adding a new subsection 2 thereto, which shall read in its entirety as follows:

“2. In the event that the public improvements required in regard to the Project have been constructed, but only one (1) of the two (2) buildings to be constructed by the Developer as part of the Project has actually been constructed by the Developer within four (4) years of the date of this Development Agreement, the dollar amount set forth in subsection 1 above shall be reduced from four hundred thousand and no/100 dollars (\$400,000) to one hundred ninety-five thousand five hundred twenty-four and fifty eight one-hundredths dollars (\$195,524.58) .”

3. That pursuant to Section V. D. of the REDEVELOPMENT AGREEMENT, the SUBSTITUTE DEVELOPER hereby covenants and agrees that at least eighty percent (80%) of the residential housing units constructed as part of the development of the CONVEYED PARCEL consistent with the PROJECT shall be owner occupied units. In this regard, the SUBSTITUE DEVELOPER shall provide the VILLAGE with any and all documentation requested by the VILLAGE including, but not limited to the declaration of covenants applicable to the CONVEYED PARCEL so that the VILLAGE can verify the SUBSTITUTE DEVELOPER's compliance with this provision.

4. That the DEVELOPER shall provide the SUBSTITUTE DEVELOPER with the rights for the architectural and development plans for the PROJECT, and hereby consents to the SUBSTITUTE DEVELOPER's use of same in the development of the CONVEYED PARCEL consistent with the PROJECT.

5. That Section X. of the REDEVELOPMENT AGREEMENT is amended by adding the following to the end thereof:

“Notwithstanding the foregoing, to the extent allowed by law, the requirement set forth in Section V.D. of this Agreement shall survive the termination of this Agreement, and constitute a covenant running with the land. “

6. That the VILLAGE hereby consents to the substitution of the SUBSTITUTE DEVELOPER for the DEVELOPER as it relates to the development of the CONVEYED PARCEL consistent with the PROJECT.

7. That all other provisions of the REDEVELOPMENT AGREEMENT, not amended by this FIRST AMENDMENT, shall remain in full force and effect as if set forth herein and shall be binding upon the DEVELOPER, SUBSTITUTE DEVELOPER and the VILLAGE.

8. A certified (by the Clerk of the VILLAGE) copy of this FIRST AMENDMENT shall be recorded with the DuPage County Recorder's Office.

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

First reading waived by action of the Board of Trustees this 19<sup>th</sup> day of March, 2009.

Passed on second reading this 19<sup>th</sup> day of March, 2009.

Ayes: Trustees Gron, O'Brien, Moreau, Fitzpatrick and Soderstrom


Nayes: TRUSTEE TROSS

Absent: None

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Approved this 19<sup>th</sup>, day of March, 2009.

VILLAGE OF LOMBARD,  
an Illinois municipal corporation

By:   
William J. Mueller, Village President

ATTEST:

  
Brigitte O'Brien, Village Clerk

OAKVIEW ESTATES LLC,  
an Illinois limited liability company

By: \_\_\_\_\_

6. That the VILLAGE hereby consents to the substitution of the SUBSTITUTE DEVELOPER for the DEVELOPER as it relates to the development of the CONVEYED PARCEL consistent with the PROJECT.

7. That all other provisions of the REDEVELOPMENT AGREEMENT, not amended by this FIRST AMENDMENT, shall remain in full force and effect as if set forth herein and shall be binding upon the DEVELOPER, SUBSTITUTE DEVELOPER and the VILLAGE.

8. A certified (by the Clerk of the VILLAGE) copy of this FIRST AMENDMENT shall be recorded with the DuPage County Recorder's Office.

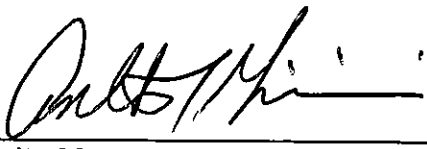
VILLAGE OF LOMBARD,  
an Illinois municipal corporation

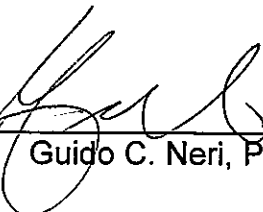
By: \_\_\_\_\_  
William J. Mueller, Village President

ATTEST:

\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

OAKVIEW ESTATES LLC,  
an Illinois limited liability company

By:   
\_\_\_\_\_  
Its Manager

By:   
\_\_\_\_\_  
Guido C. Neri, President

PARILLE BUILDERS, INC.,  
an \_\_\_\_\_

By: Anthony Parille

Anthony Parille, President  
Parille Builders, Incorporated

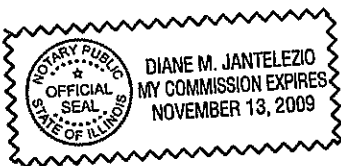
STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DuPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named William J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 19<sup>th</sup> day of March, 2009.

Diane M. Jantelezio  
Notary Public

My Commission Expires: 11/13/09



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 the above-named Guido C. Neri is personally known to me to be the President of Oakview Estates of Lombard, Inc., an Illinois corporation, and Manager of Oakview Estates, LLC, an Illinois limited liability company, and also known to me to be the same person whose name is subscribed to the foregoing instrument as such President of the Manager, and that he appeared before me this day in person and severally acknowledged that, as such President of the Manager, he signed and delivered the signed instrument, pursuant to authority given by said corporation and limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said corporation and limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 10th day of April, 2009.

William J Heniff  
Notary Public

My Commission Expires: 11-1-2012

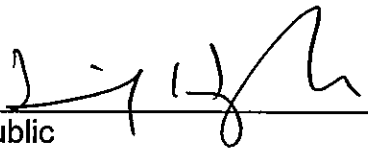




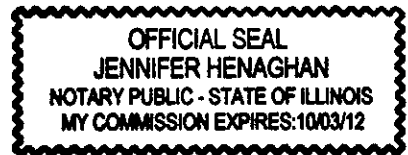
STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DuPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Anthony Parille is personally known to me to be the President of Parille Builders, Inc., an \_\_\_\_\_, and also known to me to be the same person whose name is subscribed to the foregoing instrument as such President, and that he appeared before me this day in person and severally acknowledged that, as such President, he signed and delivered the signed instrument, pursuant to authority given by said corporation and limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said corporation and limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 9<sup>TH</sup> day of MARCH, 2009.

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

My Commission Expires: 10/3/12



## EXHIBIT A

### LEGAL DESCRIPTION FOR THE ST. CHARLES ROAD TIF DISTRICT II (EAST)

All that part of the Southeast 1/4 of Section 5, Township 39 North, Range 11, East of the Third Principal Meridian, the Northeast 1/4 of Section 8, Township 39 North, Range 11, East of the Third Principal Meridian, the West 1/2 of the Southwest 1/4 of Section 4, Township 39 North, Range 11, East of the Third Principal Meridian and the West 1/2 of the Northwest 1/4 of Section 9, Township 39 North, Range 11, East of the Third Principal Meridian, including all lots, blocks, tracts, parcels and rights-of-way, located within the following legally described boundaries:

Beginning at the intersection of the Northerly line of the Great Western Trail right-of-way and the centerline of Grace Street in the Southeast 1/4 of Section 5, Township 39 North, Range 11, East of the Third Principal Meridian; thence Easterly along the Northerly line of the Great Western Trail right-of-way to its intersection with the Northerly line of the Union Pacific Railroad right-of-way; thence Southwesterly along the Northerly line of the Union Pacific Railroad right-of-way to the East right-of-way line of Grace Street; thence South along the East right-of-way line of Grace Street to its intersection with the Southerly line of the Union Pacific Railroad right-of-way; thence Northeasterly along the Southerly line of the Union Pacific Railroad right-of-way to a point on said Southerly line of the Union Pacific Railroad right-of-way which is 45 feet East (as measured along the Southerly line of the Union Pacific right-of-way) of the Northwest corner of Lot 3 in B.D. Kramer Resubdivision (Doc. No. R1973-052562) of part of the Southeast 1/4 of Section 5, Township 39 North, Range 11, East of the Third Principal Meridian; thence Southeasterly along a line drawn parallel with and 45 feet East of the West line of Lot 3 in B.D. Kramer Resubdivision, aforesaid, to the intersection of said line with the Northerly right-of-way line of Wester Avenue; thence Northeasterly along the Northerly right-of-way line of Western Avenue to its intersection with the Northerly extension of the West line of Lot 15 in Block 5 in Sunnyside Addition to Lombard (Doc. No. 191820), a subdivision of part of the Southeast 1/4 of Section 5, Township 39 North, Range 11, East of the Third Principal Meridian; thence South along the Northerly extension of the West line of said Lot 15 in Block 5 in Sunnyside Addition to Lombard, aforesaid, and the West lines of Lots 15, 14, 13, 12, 11, 10, 9, 8 and 7 in Block 5 in Sunnyside Addition to Lombard, aforesaid, to the Southwest corner of Lot 7 in Block 5 in Sunnyside Addition to Lombard, aforesaid; thence Easterly along the South line of Lot 7 in Block 5 in Sunnyside Addition to Lombard, aforesaid, to the Southeast corner of said Lot 7 in Block 5 in Sunnyside Addition to Lombard, aforesaid; thence Easterly, along a straight line, to the Northwest corner of Lot 84 in Robertson's St. Charles Road Addition to Westmore (Doc. No. 157522), a subdivision of part of the Southwest 1/4 of Section 4, Township 39 North, Range 11, East of the Third Principal Meridian; thence West along the North lines of Lots 84, 83, 82 and 81 in Robertson's St. Charles Road Addition to Westmore, aforesaid, to the Northeast corner of Lot 81 in Robertson's St. Charles Road

Addition to Westmore, aforesaid; thence Easterly, along a straight line, to the Southwest corner of Lot 1 in Karban's Resubdivision (Doc. No. R1986-019922) of part of the Southwest 1/4 of Section 4, Township 39 North, Range 11, East of the Third Principal Meridian; thence East along the South line of Lot 1 in Karban's Resubdivision, aforesaid, to Southeast corner of said Lot 1 in Karban's Resubdivision, aforesaid, (said Southeast corner of Lot 1 also being the Northeast corner of Lot 3 in Karban's Resubdivision, aforesaid); thence South along the East line of Lot 3 in Karban's Resubdivision, aforesaid, to its intersection with the North line of Lot 1 in Rose's Plat of Consolidation (Doc. No. R1987-135515) of part of the Southwest 1/4 of Section 4, Township 39 North, Range 11, East of the Third Principal Meridian; thence East along the North line of Lot 1 in Rose's Plat of Consolidation, aforesaid, to its intersection with the West right-of-way line of Ahrens Avenue; thence North along the West right-of-way line of Ahrens Avenue to its intersection with the Westerly extension of the South line of Lot 29 in Robertson's St. Charles Road Addition to Westmore, aforesaid; thence East along the Westerly extension of the South line of Lot 29, the South line of Lot 29, the South line of Lot 19 and the Easterly extension of the South line of Lot 19, all in Robertson's St. Charles Road Addition to Westmore, aforesaid, to the intersection of the Easterly extension of the South line of Lot 19 in Robertson's St. Charles Road Addition to Westmore, aforesaid, with the centerline of Westmore Avenue (Westmore/Meyers Road); thence South along the centerline of Westmore Avenue (Westmore/Meyers Road) to the intersection thereof with the Southerly line of the Great Western Trail right-of-way; thence Westerly along the Southerly line of the Great Western Trail right-of-way to the intersection of the Southerly line of the Great Western Trail right-of-way and the Northerly extension of the East right-of-way line of Edgewood Avenue; thence South along the Northerly extension of the East right-of-way line of Edgewood Avenue to its intersection with the South right-of-way line of St. Charles Place; thence West along the South right-of-way line of St. Charles Place and the South right-of-way line of St. Charles Road to the intersection of the South right-of-way line of St. Charles Road and the centerline of Grace Street; thence North along the centerline of Grace Street to its intersection with the North line of the Great Western Trail right-of-way, said point of intersection also being the point of beginning; all in DuPage County, Illinois;

P.I.N.s: 06-05-427-001, -002 and -003; 06-05-426-001, -002, -003, -004, -006 and -007; 06-05-423-002, -006, -009, -010, -012 and -013; 06-05-421-002 and -007; 06-05-424-005, -006 and -007; 06-05-425-015, -016 and -021; 06-05-428-001; 06-04-309-025, -026 and -029; 06-04-310-045, -046 and -047; 06-04-311-037, -038, -039, -040, -041, -042, -043 and -044; 06-08-200-002 and -003; 06-09-100-001; Pt. 06-09-104-117; 06-09-101-009, -010, -012, -013, -015, -017 and -018; 06-08-218-001;

Commonly known as: 1 North Grace Street; 404, 430, 540, 555, 600, 601, 606, 609, 612, 626, 638, 640, 730, 736, 740 to 774, 806, 812, 819, 820, 825, 833, 901, 902, 906, 912, 916, 922, 925, 926, 932, 935 and 938 East St. Charles Road; 619 East Western Avenue; and 506, 524 and 550 East St. Charles Place; all in Lombard, Illinois.

## EXHIBIT B

### LEGAL DESCRIPTION FOR THE DEVELOPER PARCEL

PARCEL 1: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF ST. CHARLES ROAD, WHICH IS 275 FEET EAST OF A POINT WHERE SAID ROAD TURNS EASTERLY NEAR THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 8; THENCE NORTHERLY AT RIGHT ANGLES WITH ST. CHARLES ROAD TO THE SOUTH LINE OF THE RIGHT OF WAY OF CHICAGO AND NORTHWEST RAILROAD COMPANY; THENCE EASTERLY ALONG THE SOUTH LINE OF THE RIGHT OF WAY OF CHICAGO AND NORTHWEST RAILROAD COMPANY TO THE WEST LINE OF THE PROPERTY CONVEYED TO AUGUSTA BIRR, (SAID WEST LINE BEING DRAWN NORTH 8½ DEGREES WEST AND SOUTH 8½ DEGREES EAST THROUGH A POINT 7.64 CHAINS EAST OF QUARTER SECTION POST BETWEEN SECTIONS 5 AND 8 AFORESAID); THENCE SOUTHERLY ALONG THE WEST LINE OF THE AUGUSTA BIRR PROPERTY TO NORTH LINE OF ST. CHARLES ROAD; THENCE WESTERLY ALONG THE NORTH LINE OF ST. CHARLES ROAD, 200 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT A STAKE IN SECTION LINE 764 LINKS EAST OF THE QUARTER SECTION POST BETWEEN SECTIONS 5 AND 8 AND RUNNING THENCE NORTH 8½ DEGREES WEST 1.86 CHAINS TO THE SOUTH BOUNDARY OF THE CHICAGO AND NORTHWEST RAILROAD LAND; THENCE NORTH 68 DEGREES EAST 1.52 CHAINS TO A STAKE; THENCE SOUTH 8½ DEGREES EAST 2.48 CHAINS TO A STAKE IN THE CENTER OF SECTION LINE; THENCE SOUTH 8½ DEGREES EAST 1.07 CHAINS TO A STAKE IN THE CENTER OF ST. CHARLES AND CHICAGO STATE ROAD ON SECTION 8; THENCE SOUTH 82¼ DEGREES WEST 1.52 CHAINS ALONG CENTER OF SAID STATE ROAD TO A STAKE; THENCE NORTH 8½ DEGREES WEST 1.26 CHAINS TO THE NORTH LINE OF SECTION 8 AND THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF ST. CHARLES ROAD WHICH IS 565.62 FEET EAST OF THE EAST LINE OF GRACE

STREET; THENCE NORTH MAKING AN ANGLE OF 268 DEGREES 14 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 34.3 FEET FOR A PLACE OF BEGINNING; THENCE EXTENDED NORTHERLY, ALONG THE SAME LINE A DISTANCE OF 153.1 FEET, TO A STAKE IN THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO GREAT WESTERN RAILROAD RIGHT OF WAY; THENCE SOUTH EASTERLY ALONG THE SOUTH LINE OF SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 250.33 FEET TO A STAKE IN THE WEST LINE OF THE HIGHWAY; THENCE SOUTHWESTERLY, ALONG THE NORTHWEST PROPERTY LINE OF THE HIGHWAY, A DISTANCE OF 255.4 FEET, TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS: ON THE NORTHERLY SIDE BY A LINE PARALLEL WITH AND DISTANT 50 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY (FORMERLY THE CHICAGO AND GREAT WESTERN RAILWAY COMPANY), AS SAID MAIN TRACK IS NOW LOCATED; ON THE WESTERLY OR NORTHWESTERLY SIDE BY A LINE PARALLEL WITH AND DISTANT 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES OR RADially, FROM THE CENTERLINE OF THE MOST SOUTHEASTERLY MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AND ORIGINALLY THE GALENA AND CHICAGO UNION RAILROAD COMPANY), AS NOW LOCATED, ON THE SOUTHERLY SIDE BY A LINE PARALLEL WITH AND DISTANCE 100 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MAIN TRACK OF THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY (LATER THE CHICAGO GREAT WESTERN RAILWAY COMPANY, NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY) AS SAID MAIN TRACK CENTERLINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID SECTION 5; AND ON THE EASTERLY OR SOUTHEASTERLY SIDE BY THE NORTHWESTERLY LINE OF ST. CHARLES ROAD, AS PRESENTLY LOCATED, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8 AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF ST. CHARLES ROAD, WHERE THE SAME INTERSECTS THE SOUTHERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY, NEAR THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN: THENCE IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF ST. CHARLES TO A POINT WHERE SAID ROAD TURNS EASTERLY; THENCE FOLLOWING THE NORTH LINE OF ST. CHARLES ROAD EASTERLY 275 FEET;

THENCE NORTHERLY AT A RIGHT ANGLE WITH ST. CHARLES ROAD TO THE SOUTHERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY'S RIGHT OF WAY TO A PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART TAKEN FOR HIGHWAY PER DOCUMENT R2002-072762, IN DUPAGE COUNTY, ILLINOIS.

ALSO LEGALLY DESCRIBED AS:

LOT 1 IN OAKVIEW ESTATES RESUBDIVISION, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT R2006-038979 AND CERTIFICATE OF CORRECTION FILED APRIL 27, 2006 AS DOCUMENT R2006-077790, IN DUPAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-08-200-001, 06-08-200-002, 06-05-426-001 through -005\*  
\*now known as 06-05-429-001 THROUGH 040 AND 06-05-426-009

Common Address: 400-540 East St. Charles Road, Lombard, Illinois.

**EXHIBIT C**

**LEGAL DESCRIPTION FOR  
THE CONVEYED PARCEL**

LOT 1 IN OAKVIEW ESTATES RESUBDIVISION, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT R2006-038979 AND CERTIFICATE OF CORRECTION FILED APRIL 27, 2006 AS DOCUMENT R2006-077790, (EXCEPTING THEREFROM THAT PORTION OF THE AFORESAID LOT 1 INCLUDED AS PART OF THE OAKVIEW ESTATES CONDOMINIUM PLAT RECORDED MAY 15, 2006 AS DOCUMENT R2006-090606), ALL IN DUPAGE COUNTY, ILLINOIS.

Parcel Number: 06-05-426-009

Common Address: 400 East St. Charles Road, Lombard, Illinois.