

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 Niehaus, Village Manager

DATE : July 9, 2018 **(BOT) Date:** July 19, 2018

SUBJECT: Resolution to Approve a Recapture Agreement for the Yorktown
Commons Area Public Improvements.
(New Lift Station and Force Main)

SUBMITTED BY: William J. Heniff, AICP, Director of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

Attached is a Resolution and Recapture Agreement for the Board of Trustees' July 19, 2018 meeting. This Resolution will approve the Recapture Agreement and authorize the Village President and Village Clerk to sign the Recapture Agreement for the recently completed and accepted lift station and forcemain public infrastructure improvements associated with the Yorktown Commons redevelopment project. The Recapture Agreement provides the opportunity for the constructing party, YTC Land Owner LLC, to recoup a pro-rata share of the costs associated with the construction of the aforementioned improvements against the identified benefitting properties. Recapture agreements are provided for within the Village's Subdivision and Development Ordinance and this specific Recapture Agreement was provided for in the previously approved Yorktown Commons Utility Incentive Agreement.

Please place this item on the July 19, 2018 Village Board agenda for consideration and approval. YTC Land Owner LLC requests approval of a Resolution approving a Recapture Agreement for the Yorktown Commons Area properties

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: July 19, 2018

SUBJECT: **Resolution to Approve a Recapture Agreement for the Yorktown Commons Area Public Improvements (New Lift Station and Force Main)**

Attached is a Resolution and Recapture Agreement for the Board of Trustees' July 19, 2018 meeting. This Resolution will approve the Recapture Agreement and authorize the Village President and Village Clerk to sign the Recapture Agreement for the recently completed and accepted lift station and forcemain public infrastructure improvements associated with the Yorktown Commons redevelopment project. The Recapture Agreement provides the opportunity for the constructing party, YTC Land Owner LLC, to recoup a pro-rata share of the costs associated with the construction of the aforementioned improvements against the identified benefitting properties. Recapture agreements are provided for within the Village's Subdivision and Development Ordinance and this specific Recapture Agreement was provided for in the previously approved Yorktown Commons Utility Incentive Agreement.

Upon approval of the Recapture Agreement, the Recapture Agreement will be recorded against any potential benefitting properties should they seek future connection to the improvements. The Village's responsibility is more of a pass-through role, as opposed to a construction obligation.

Village Counsel has reviewed the Recapture Agreement text and Community Development staff have approved the cost amount, after reviewing the documentation to support said amount. Actual construction costs were used to calculate the recapture amounts and cost documentation including waivers of lien have been provided.

ACTION REQUESTED

Please place this item on the July 19, 2018 Village Board agenda for consideration and approval. YTC Land Owner LLC requests approval of a Resolution approving a Recapture Agreement for the Yorktown Commons Area properties.

/WJH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A RECAPTURE AGREEMENT RELATIVE TO
THE YORKTOWN COMMONS AREA PUBLIC IMPROVEMENTS
(NEW LIFT STATION AND FORCE MAIN)**

WHEREAS, the President and Board of Trustees (the "Corporate Authorities") of the Village of Lombard (the "Village") have received a Recapture Agreement, relative to the Yorktown Commons area public improvements (new lift station and force main), a copy of which is attached hereto as Exhibit "A" and made part hereof (the "Recapture Agreement"); and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village to approve the Recapture Agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois as follows:

SECTION 1: That the Recapture Agreement, attached hereto as Exhibit "A", is hereby approved.

SECTION 2: That the Village President and Village Clerk are hereby authorized and directed to execute said Recapture Agreement, attached hereto as Exhibit "A", on behalf of the Village.

SECTION 3: That this Resolution shall be in full force and effect from and after its adoption and approval as required by law.

ADOPTED this ____ day of _____, 2018, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

APPROVED by me this ____ day of _____, 2018.

Keith Giagnorio, Village President

ATTEST:

Sharon Kuderna, Village Clerk

Exhibit "A"

**RECAPTURE AGREEMENT RELATIVE TO
THE YORKTOWN COMMONS AREA PUBLIC IMPROVEMENTS
(NEW LIFT STATION AND FORCE MAIN)**

(attached)

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (the "Recapture Agreement") is made and entered into this ____ day of _____, 2018, by and between the VILLAGE OF LOMBARD, a municipal corporation of the County of DuPage, in the State of Illinois (the "VILLAGE") and YTC Land Owner, LLC, a Delaware limited liability company authorized to do business in Illinois (the "DEVELOPER"). The DEVELOPER and the VILLAGE are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, DEVELOPER was the owner of the property commonly known as the Yorktown Commons, generally consisting of four (4) lots located at the intersection of Grace Street and the Yorktown Mall Ring Road in the Village of Lombard, as depicted on Exhibit A attached hereto and made part hereof (the "Yorktown Commons Property"); and

WHEREAS, the VILLAGE approved the Yorktown Commons Planned Unit Development pursuant to Ordinance No. 7177, adopted January 1, 2016, as amended by Ordinance No. 7215, adopted May 19, 2016, in order to facilitate the continued improvement of property in and around the Yorktown Shopping Center and to support commercial users in the general region; and

WHEREAS, the DEVELOPER is currently the owner of that portion of the Yorktown Commons Property commonly known as Lot 4, being legally described on Exhibit B attached hereto and made part hereof (the "Developer Property"); and

WHEREAS, pursuant to the Yorktown Lift Station Capacity Analysis, prepared by Baxter and Woodman in December of 2015 (the "Baxter and Woodman Report"), it was determined that the VILLAGE'S existing lift station, located on 60 Yorktown Shopping Center (P.I.N. 06-29-200-047) (the "Yorktown Lift Station"), did not have sufficient capacity to facilitate the development of the Yorktown Commons Property or the improvement of other properties in and around the Yorktown Shopping Center; and

WHEREAS, to address the sanitary sewer capacity issues identified in the Baxter and Woodman Report, the DEVELOPER agreed to design, engineer and construct a new lift station and associated force main (the "New Lift Station"); and

WHEREAS, the DEVELOPER has completed construction of the New Lift Station, and the VILLAGE accepted ownership of the New Lift Station and all appurtenances thereto as of March 1, 2018; and

WHEREAS, the DEVELOPER and the VILLAGE acknowledge that the New Lift Station contains excess capacity, beyond that required to facilitate development of the Yorktown Commons Property, that can be utilized to facilitate future development or redevelopment of properties in and around the Yorktown Shopping Center (collectively the "Benefitted Properties"); and

WHEREAS, the Benefitted Properties can be grouped into two categories: (i) properties that can be directly connected to the New Lift Station to supply sanitary sewer service (the "Recapture I Properties"); and (ii) properties that are directly connected to the Yorktown Lift Station, but, because the intended use of the property results in an increase in the population

equivalent ("PE") for said property, causes another property to be disconnected from the Yorktown Lift Station and moved to the New Lift Station in order to create additional capacity in the Yorktown Lift Station (the "Recapture II Properties"); said Benefitted Properties being legally described and depicted, on Exhibit C attached hereto and made part hereof; and

WHEREAS, the VILLAGE and the DEVELOPER agree that the DEVELOPER should be reimbursed by the owners of the Benefitted Properties, if and when each of the Benefitted Properties develops or redevelops in a manner so as to use the excess sanitary sewer capacity located in the New Lift Station;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and agreements herein contained, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Recitals set forth above are incorporated herein by reference.
2. The VILLAGE has complete control of the Yorktown Lift Station and the New Lift Station, including the determination of all future use thereof and connections thereto, and shall be responsible for the operation, maintenance, repair and replacement of the Yorktown Lift Station and the New Lift Station. Notwithstanding the foregoing, the DEVELOPER and the VILLAGE hereby acknowledge and confirm the VILLAGE'S obligation to reserve capacity in the New Lift Station and the Yorktown Lift Station (the "Reservation of PE") consistent with the terms of Sections 3.04 and 3.05 of the "Yorktown Commons Utility Service and Economic Development Agreement," dated as of September 29, 2016, by and between YTC Land Owner LLC and the Village of Lombard, recorded as Document No. R2016-116089 on October 21, 2016 (the "Development Agreement").
3. The DEVELOPER'S actual costs for the construction of the New Lift Station were One Million Eight Hundred Twenty-Five Thousand Two Hundred Six and 48/100 Dollars (\$1,825,206.48) (the "Total Costs"). Consistent with the terms of the Development Agreement, the DEVELOPER has substantiated the costs of construction to the VILLAGE by virtue of a sworn statement and copies of lien waivers from subcontractors that performed the work.
4. The VILLAGE agrees to reimburse the DEVELOPER for a portion of the Total Costs, with said reimbursement to be paid solely and exclusively from amounts collected by the VILLAGE from the Benefitted Properties. In furtherance thereof, the VILLAGE agrees to collect a dollar amount from each of the owner(s) of the Benefitted Properties that use the excess capacity of the New Lift Station, either as one of the Recapture I Properties or one of the Recapture II Properties, if and when said owner(s) apply to the Village for a building permit to develop or redevelop any of the Benefitted Properties, or any portion thereof, based upon the following formula:

$$A \times \frac{B}{C} = D$$

A = The Total Costs to construct the New Lift Station.

B = For Recapture I Properties, the PE for the property that desires to connect to the New Lift Station, based upon the actual proposed development for

the property. For Recapture II Properties, the increase in the PE for the property being redeveloped, and remaining on the Yorktown Lift Station, or the PE of the property being disconnected from the Yorktown Lift Station and connected to the New Lift Station, whichever PE is less.

C = The total PE capacity of the New Lift Station.

D = For Recapture I Properties, the dollar amount of the recapture relative to the property that desires to connect to the New Lift Station. For Recapture II Properties, the dollar amount of the recapture relative to the property being redeveloped, and remaining on the Yorktown Lift Station, but which required another property to be disconnected from the Yorktown Lift Station and connected to the New Lift Station, in order to redevelop.

5. The VILLAGE reserves the right to terminate this Recapture Agreement at any time, in its sole discretion, by paying the DEVELOPER the then remaining amount potentially due the DEVELOPER under this Recapture Agreement (the "Recapture Buy Out"). For purposes hereof, the Recapture Buy Out, at the time of exercise by the VILLAGE, shall be calculated based on the following formula:

$$V \times \frac{W}{Y} = Z$$

V = The Total Costs to construct the New Lift Station.

W = The then available unused PE capacity for the New Lift Station, exclusive of any Reservation of PE for Developer.

Y = The total PE capacity of the New Lift Station.

Z = The dollar amount due the Developer for the Recapture Buy Out.

Upon payment, by the VILLAGE to the DEVELOPER, of the dollar amount due to the DEVELOPER for the Recapture Buy Out, the DEVELOPER and the VILLAGE shall record a document terminating this Recapture Agreement, with said document to be in a form as prepared by the VILLAGE.

6. This Recapture Agreement shall remain in full force and effect until the first to occur of:
(i) the date which is the twentieth (20th) anniversary date of the date of this Recapture Agreement, as set forth on page 1 hereof; or (ii) the date on which the VILLAGE pays the DEVELOPER the Recapture Buy Out. Thereafter, the Benefitted Properties shall no longer be liable for payment of the amount referenced in Section 4 above.
7. This Recapture Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto; provided, however, that the DEVELOPER shall not assign its interests under this Recapture Agreement without the prior written consent of the VILLAGE.
8. The VILLAGE is hereby authorized to record this Recapture Agreement with the Recorder of Deeds of DuPage County, Illinois, at the DEVELOPER'S sole cost and expense.

9. The rights set forth in this Recapture Agreement are intended to be personal to the DEVELOPER and are not deemed to run with the land. Notwithstanding Section 7 above, this Recapture Agreement may be assigned by the DEVELOPER without the VILLAGE'S consent, to: (i) a bona fide purchaser of DEVELOPER'S business; (ii) an entity purchasing the Developer Property; or (iii) an entity that the DEVELOPER owns no less than a fifty percent (50%) interest in; provided:
- A. At least thirty (30) days prior written notice of such assignment is given to the VILLAGE; and
- B. The assignee agrees to be bound by all of the terms, conditions and provisions of this Recapture Agreement.
10. Notices. All notices and requests pursuant to this Recapture Agreement shall be sent by certified mail, return receipt requests, postage prepaid, or by personal or overnight delivery as follows:

If to DEVELOPER: General Manager
Yorktown Center Property Management Office
203 Yorktown
Lombard, Illinois 60148

With a copy to: Rosanova & Whitaker, Ltd.
30 W. Jefferson Avenue, Suite 200
Naperville, Illinois 60540
Attn: Russ Whitaker

If to the VILLAGE: Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3931

With copies to: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606-2903
Attn: Thomas P. Bayer / Jason A. Guisinger

or at such other address, or to such other party, as either Party may indicate in writing to the other Party. Notices by certified mail shall be deemed given as of the third day following the mailing thereof, and notices by personal or overnight delivery shall be deemed given when actually delivered.

11. Law Governing. This Recapture Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Venue for any legal action brought by either Party as a result of this Recapture Agreement shall be in the Circuit Court of DuPage County, Illinois.

12. Time. Time is of the essence under this Recapture Agreement and all time limits set forth herein are mandatory, and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.
13. Limitation of Liability and Indemnification. Notwithstanding anything herein contained to the contrary by implication or otherwise, any obligations of the VILLAGE created by or arising out of this Recapture Agreement shall not be a general debt of the VILLAGE on, or a charge against, the VILLAGE'S general credit, general fund or taxing powers, nor shall the VILLAGE be liable for its failure or neglect to collect any amount under Section 4 hereof. The VILLAGE is only obligated to pay the DEVELOPER from those funds the VILLAGE actually collects from the owner(s) of the Benefitted Properties. Because of the unique nature of the Recapture Agreement as it relates to properties that may be indirectly benefitted by the New Lift Station (the "Recapture II Properties"), the DEVELOPER hereby agrees to defend, indemnify and hold harmless the VILLAGE, and its elected officials, officers, employees and agents, (the "Village Parties"), from and against, and to pay on behalf of, or reimburse as and when incurred, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorney's fees) which may be imposed on or incurred by the Village Parties as a result of this Agreement and the Recapture II Properties.
14. No Waiver or Relinquishment of Right to Enforce Recapture Agreement. Failure of either Party to this Recapture Agreement to insist upon the strict and prompt performance of the terms covenants, agreements and conditions herein contained, or any of them, upon the other Party imposed, shall not constitute or be construed as a wavier or relinquishment of the Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
15. Article and Section Headings. All Article and Section headings or other headings in this Recapture Agreement are for the general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered by or relevant to such heading or not.
16. Authorization to Execute. The VILLAGE hereby warrants that those individuals executing this Recapture Agreement on behalf of the VILLAGE have been validly authorized by the President and Board of Trustees of the VILLAGE to execute this Recapture Agreement on behalf of the VILLAGE. The DEVELOPER hereby warrants that the individual executing this Recapture Agreement on behalf of the DEVELOPER has been validly authorized by the appropriate parties/entity to execute this Recapture Agreement on behalf of the DEVELOPER.
17. Amendment; Conflict with other Agreements. This Recapture Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the DEVELOPER and the VILLAGE relative to the subject matter thereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this Recapture Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced to writing and signed by them. To the extent of any conflict between the terms of this Recapture Agreement and the terms of the Development Agreement, the terms of this Recapture Agreement shall prevail.

18. Counterparts. This Recapture Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.

19. Severability. If any provision of this Recapture Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

IN WITNESS WHEREOF, the Parties have hereunto executed this Recapture Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Recapture Agreement.

Village of Lombard,
an Illinois municipal corporation

By: _____
Keith Giagnorio, Village President

Date: _____

ATTEST:

Sharon Kuderna, Village Clerk

Date: _____

YTC Land Owner, LLC,
a Delaware limited liability company
authorized to do business in Illinois

By: KRE YTC Venture, LLC
Its Manager

By: _____
Roger Morales
Manager

Date: _____

Exhibit A

**Depiction of
the Yorktown Commons Property**

(attached)

tabbiter
EXHIBIT
A

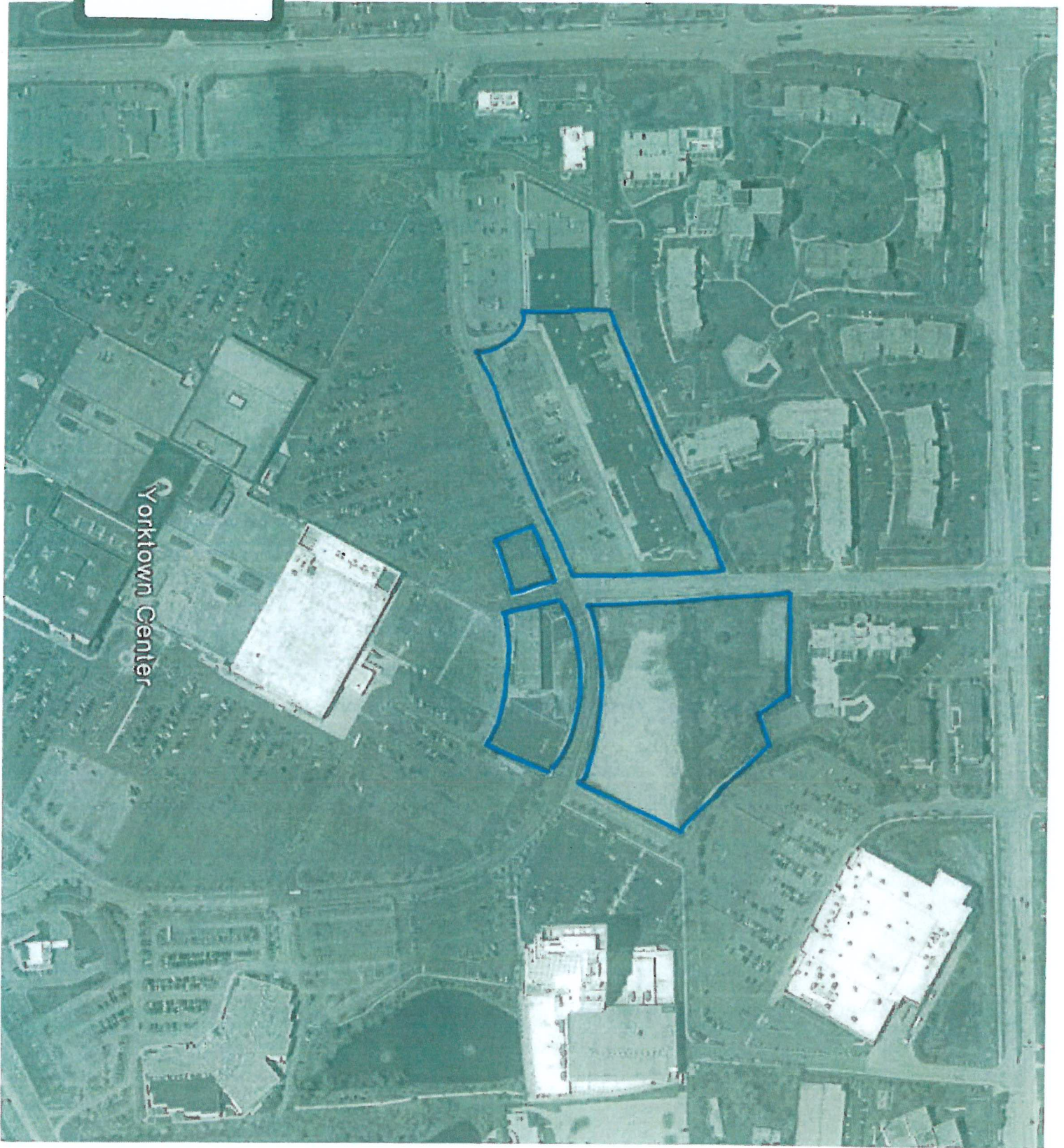


Exhibit B

**Legal Description of Lot 4 of
the Yorktown Commons Property**

(attached)

EXHIBIT B

LEGAL DESCRIPTION OF LOT 4 OF

THE YORKTOWN COMMONS PROPERTY

LOT 4 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 01, 2016 AS DOCUMENT R2016-093310, ALL IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-101-047

COMMONLY KNOWN AS: 6-44 YORKTOWN SHOPPING CENTER, LOMBARD, ILLINOIS.

EXHIBIT C

BENEFITTED PROPERTIES

BENEFITTED PARCEL 1

LOTS 2 AND 5 IN YORKTOWN WEST, A SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) AND PART OF THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1977 AS DOCUMENT R77- 17719.

PIN NO. 06-29-101-029

ADDRESS: 2233, 2255 SOUTH HIGHLAND AVENUE, LOMBARD, ILLINOIS 60148
2200, 2210 SOUTH GRACE STREET, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 1A

LOT 3 IN YORKTOWN WEST, A SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) AND PART OF THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1977 AS DOCUMENT R77-17719.

PIN NO. 06-29-101-024

COMMONLY KNOWN AS: 2200 S. GRACE STREET, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 2

LOT 1 IN YORKTOWN WEST, A SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) AND PART OF THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1977 AS DOCUMENT R77- 17719.

UNITS 1B, 1D THROUGH 1H, 1J THROUGH 1M, 2A THROUGH 2H, 2J THROUGH 2M, 3A THROUGH 3H, 3J THROUGH 3M, 4A THROUGH 4H, 4J THROUGH 4M, 5A THROUGH 5H, 5J THROUGH 5M, 6A THROUGH 6H, AND 6J THROUGH 6M IN ARLINGTON HOUSE IN YORKTOWN GREEN CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF LOT 1 IN YORKTOWN WEST, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF

SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1977 AS DOCUMENT R77-17719, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R78-123360, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

UNITS 1A THROUGH 1H, 1J THROUGH 1M, 2A THROUGH 2H, 2J THROUGH 2M, 3A THROUGH 3H, 3J THROUGH 3M, 4A THROUGH 4H, 4J THROUGH 4M, 5A THROUGH 5H, AND 5J THROUGH 5M. IN BRADFORD HOUSE IN YORKTOWN GREEN CONDOMINIUM ,AS DELINEATED ON THE PLAT OF SURVEY OF LOT 1 IN YORKTOWN WEST, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1977 AS DOCUMENT R77-17719, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R78-123360, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

UNITS 1A THROUGH 1H, 1J THROUGH 1M, 2A THROUGH 2H, 2J THROUGH 2M, 3A THROUGH 3H, 3J THROUGH 3M, 4A THROUGH 4H, 4J THROUGH 4M, 5A THROUGH 5H, 5J THROUGH 5M, 6A THROUGH 6H, AND 6J THROUGH 6M IN DEVNONSHIRE HOUSE IN YORKTOWN GREEN CONDOMINIUM ,AS DELINEATED ON THE PLAT OF SURVEY OF LOT 1 IN YORKTOWN WEST, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1977 AS DOCUMENT R77-17719, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R78-123360, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

UNITS 1A THROUGH 1H, 1J THROUGH 1M, 2A THROUGH 2H, 2J THROUGH 2M, 3A THROUGH 3H, 3J THROUGH 3M, 4A THROUGH 4H, 4J THROUGH 4M, 5A THROUGH 5H, AND 5J THROUGH 5M. IN CARLISLE HOUSE IN YORKTOWN GREEN CONDOMINIUM ,AS DELINEATED ON THE PLAT OF SURVEY OF LOT 1 IN YORKTOWN WEST, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1977 AS DOCUMENT R77-17719, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R78-123360, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN NOS (263 TOTAL PROPERTY IDENTIFICATION NUMBERS). 06-29-107-001
THROUGH 06-29-107-262

COMMONLY KNOWN AS:
2201 AND 2211 HIGHLAND AVE., LOMBARD, ILLINOIS 60148.
2201, 2211 AND 2222 S. STEWART AVE., LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 3

LOT 3 IN YORKTOWN PERIPHERAL/ TARGET SUBDIVISION , BEING A PART OF THE
NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
NOVEMBER 17, 1995 AS DOCUMENT R95-162762, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-200-049
COMMONLY KNOWN AS: 455-65 22ND STREET, LOMBARD ILLINOIS 60148

BENEFITTED PARCEL 4

LOT 1 IN YORKTOWN PERIPHERAL/TARGET SUBDIVISION, BEING A PART OF THE
NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED
NOVEMBER 17, 1995 AS DOCUMENT R95-162762 IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-200-047
COMMONLY KNOWN AS: 60 YORKTOWN SHOPPING CENTER, LOMBARD, ILLINOIS
60148

BENEFITTED PARCEL 5

LOT 1 OF PLAT OF RESUBDIVISION LOMBARD WESTIN HOTEL AND CONVENTION
CENTER, BEING A RESUBDIVISION OF LOT 2 IN YORKTOWN PERIPHERAL/TARGET
SUBDIVISION PER DOCUMENT NO. R95-162762, AND PART OF LOT 1 IN THE
RESUBDIVISION OF NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION
PER DOCUMENT NO. R83-71622, ALL IN SECTION 29 TOWNSHIP 39 NORTH RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PLAT OF RESUBDIVISION
LOMBARD WESTIN HOTEL AND CONVENTION CENTER BEING RECORDED AS
DOCUMENT NO. R2009-057156 IN DUPAGE COUNTY ILLINOIS, ON APRIL 17, 2009.

PIN NO. 06-29-200-057
COMMONLY KNOWN AS: 65 YORKTOWN CENTER, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 6

LOT 5 IN YORKTOWN PERIPHERAL/TARGET SUBDIVISION, BEING A PART OF THE
NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE

THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1995 AS DOCUMENT R95-162762, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-200-051;
COMMONLY KNOWN AS: 72 YORKTOWN SHOPPING CENTER, LOMBARD IL 60148-5529.

BENEFITTED PARCEL 6A

LOT 6 IN YORKTOWN PERIPHERAL/TARGET SUBDIVISION, BEING A PART OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1995 AS DOCUMENT R95-162762, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-200-052
COMMONLY KNOWN AS: 76 YORKTOWN SHOPPING CENTER, LOMBARD IL 60148-5529.

BENEFITTED PARCEL 7

LOT 1 IN RESUBDIVISION OF LOT L IN PEHRSON SECOND RESUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION THEREOF RECORDED NOVEMBER 23, 2015 AS DOCUMENT R2015-128216 IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-200-061;
COMMONLY KNOWN AS: 80 YORKTOWN SHOPPING CENTER, LOMBARD IL 60148-5529.

BENEFITTED PARCEL 7A

LOT 2 IN RESUBDIVISION OF LOT L IN PEHRSON SECOND RESUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION THEREOF RECORDED NOVEMBER 23, 2015 AS DOCUMENT R2015-128216 IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-200-062
COMMONLY KNOWN AS: 85 YORKTOWN SHOPPING CENTER, LOMBARD IL 60148-5529.

BENEFITTED PARCEL 8

LOT 1 IN THE RESUBDIVISION OF LOT 5 OF YORKTOWN, 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 AUGUST 4, 1971, AS DOCUMENT R71-37779 IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-200-017
PROPERTY ADDRESS: 98 YORKTOWN CENTER, LOMBARD IL 60148

BENEFITTED PARCEL 9

THAT PART OF LOT 1 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 IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1 IN YORKTOWN COMMONS PHASE 1 ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 2017 AS DOCUMENT R2017-090478 IN DUPAGE COUNTY, ILLINOIS.

PIN NOS. 06-29-101-048
COMMONLY KNOWN AS: PART OF 203 YORKTOWN SHOPPING CENTER, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 9A

THAT PART OF LOT 1 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 IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 2 IN YORKTOWN COMMONS PHASE 1 ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 2017 AS DOCUMENT R2017-090478 IN DUPAGE COUNTY, ILLINOIS.

PIN NOS. 06-29-101-049
COMMONLY KNOWN AS: PART OF 203 YORKTOWN SHOPPING CENTER, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 10

LOT 1 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER, BEING A SUBDIVISION OF LOT 3 IN YORKTOWN, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID CARSON'S ASSESSMENT PLAT RECORDED AUGUST 8, 2000 AS DOCUMENT R2000-120890, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-101-038
COMMONLY KNOWN AS: 230 YORKTOWN CENTER, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 11

LOT 2 IN CARSON'S ASSESSMENT PLAT OF YORKTOWN SHOPPING CENTER, BEING A SUBDIVISION OF LOT 3 IN YORKTOWN, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID CARSON'S ASSESSMENT PLAT RECORDED AUGUST 8, 2000 AS DOCUMENT R2000-120890, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-101-037
COMMONLY KNOWN AS: 98 YORKTOWN SHOPPING CENTER, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 12

PARCEL 1 IN HIGHLAND AVENUE ASSESSMENT PLAT, BEING PART OF LOT 2 IN YORKTOWN, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED JANUARY 30, 2012 AS DOCUMENT NO R2012-012175 IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-101-043
COMMONLY KNOWN AS: 98 YORKTOWN SHOPPING CENTER, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 13

LOT 1 IN HIGHLAND AVENUE RESUBDIVISION OF PART OF LOT 3 IN YORKTOWN, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT OF RESUBDIVISION RECORDED OCTOBER 4, 2007 AS DOCUMENT R2007-182509, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-101-042
COMMONLY KNOWN AS: 96 YORKTOWN CENTER, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 14

LOT 1 YORKTOWN-HIGHLAND RESUBDIVISION OF LOT 4 IN YORKTOWN, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT OF YORKTOWN-HIGHLAND RESUBDIVISION RECORDED SEPTEMBER 5, 2006 AS DOCUMENT R2006-170876, AS CORRECTED BY CERTIFICATES RECORDED AS DOCUMENTS R2006-191219 AND R2006-219358, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-301-013

COMMONLY KNOWN AS: 94 YORKTOWN CENTER, LOMBARD, ILLINOIS 60148-5529

BENEFITTED PARCEL 15

LOT 2 IN TBA RESUBDIVISION OF LOT 7 IN YORKTOWN, 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 NOVEMBER 13, 2003 AS DOCUMENT R2003-433529, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-301-011

COMMONLY KNOWN AS: 92 YORKTOWN CENTER, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 16

LOT 8 IN YORKTOWN, 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 27, 1968 AS DOCUMENT R68-44972, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-301-007

COMMONLY KNOWN AS: 96 YORKTOWN SHOPPING CENTER, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 17

LOT 1 IN HIGHLAND-YORKTOWN RESUBDIVISION OF LOT 1 IN TBA RESUBDIVISION, 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 OCTOBER 13, 2006 AS DOCUMENT R2006-198283, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-301-014

COMMONLY KNOWN AS: 100 YORKTOWN SHOP, LOMBARD, ILLINOIS 60148-5527

BENEFITTED PARCEL 18

LOT 6 IN YORKTOWN, 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 27, 1968 AS DOCUMENT R68-44972, IN DUPAGE COUNTY,

PIN NO. 06-29-400-002;

COMMONLY KNOWN AS: 145 YORKTOWN CENTER, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 18A

LOT 6 IN YORKTOWN, 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 27, 1968 AS DOCUMENT R68-44972, IN DUPAGE COUNTY,

PIN NO. 06-29-301-008.

COMMONLY KNOWN AS: 145 YORKTOWN CENTER, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 19

LOTS 3, 4 AND 5, IN WINDY HILL ACRES, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 18, 1958 AS DOCUMENT 871168 IN DUPAGE COUNTY, ILLINOIS, (EXCEPTING THAT PART OF SAID LOTS L, 2, 3 AND 4 CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED FEBRUARY 18, 1960 AS DOCUMENT 956157 AND ALSO EXCEPTING THAT PORTION OF SAID LOTS L, 2, 3, 4 AND 5 CONDEMNED FOR HIGHWAY PURPOSES BY ORDER ENTERED AUGUST 27, 1968 IN DUPAGE COUNTY, ILLINOIS CIRCUIT COURT CASE NO. C68-852).

PIN NO. 06-29-303-009

COMMONLY KNOWN AS: 333 EAST BUTTERFIELD ROAD, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 19A

LOTS L, AND 2, TOGETHER WITH THE WEST 1/2 OF VACATED GILMORE STREET LYING EAST OF AND ADJOINING SAID LOT L, IN WINDY HILL ACRES, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 18, 1958 AS DOCUMENT 871168 IN DUPAGE COUNTY, ILLINOIS, (EXCEPTING THAT PART OF SAID LOTS L, 2, 3 AND 4 CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED FEBRUARY 18, 1960 AS DOCUMENT 956157 AND ALSO EXCEPTING THAT PORTION OF SAID LOTS L, 2, 3, 4 AND 5 CONDEMNED FOR HIGHWAY PURPOSES BY ORDER ENTERED AUGUST 27, 1968 IN DUPAGE COUNTY, ILLINOIS CIRCUIT COURT CASE NO. C68-852).

PARCEL 1 OF ARLEY BOZICNIK PLAT OF SURVEY RECORDED OCTOBER 15, 1954 AS DOCUMENT 733706 DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST 1/4 AND THE SOUTHERLY LINE OF BUTTERFIELD ROAD; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 250.00 FEET; THENCE WEST ON A LINE 90 DEGREES TO SAID EAST LINE OF SOUTHWEST 1/4, 200.00 FEET; THENCE NORTH AND PARALLEL TO SAID EAST LINE OF SOUTHWEST 1/4 190.00 FEET MORE OR LESS TO THE SOUTHERLY LINE OF BUTTERFIELD ROAD; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF BUTTERFIELD ROAD 210.00 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS, (EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED OCTOBER 22, 1968 AS DOCUMENT R68-49027).

PIN NO. 06-29-303-010

COMMONLY KNOWN AS: 337 EAST BUTTERFIELD ROAD, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 20

THAT PART OF LOTS "A", "B" AND "C" (TAKEN AS A SINGLE TRACT) LYING NORTHERLY OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY, SOUTHERLY OF THE PROPERTY CONDEMNED FOR WIDENING OF F. A. ROUTE 131 (BUTTERFIELD ROAD) BY CASE C68-852, AND WEST OF A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID LOT "C" THROUGH A POINT ON THE NORTH LINE OF SAID GAS COMPANY RIGHT OF WAY WHICH IS 214.00 FEET (AS MEASURED ALONG SAID LINE) WEST OF THE EAST LINE OF SAID LOT "C", ALL IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 3 (ALSO KNOWN AS YORKSHIRE PRIVATE FARMS), IN SECTIONS 29 AND 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452577, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-401-010

COMMONLY KNOWN AS: 435 E. BUTTERFIELD ROAD, LOMBARD, ILLINOIS 60148.

BENEFITTED PARCEL 21

LOT 1 IN SAM'S CLUB RESUBDIVISION, 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 7, 2017 AS DOCUMENT R2017-092244, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-402-032

2801-2811-2821 S. FAIRFIELD AVENUE, LOMBARD, IL 60148.

BENEFITTED PARCEL 22

LOT 1 OF INSITE LOMBARD (BFIELD), L.L.C. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 3, 2008 AS DOCUMENT R2008-105880, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-401-012;
COMMONLY KNOWN AS: 455 E BUTTERFIELD ROAD, LOMBARD, ILLINOIS 60148.

BENEFITTED PARCEL 23

PARCEL 1 IN PROSPECT SAVINGS ASSESSMENT PLAT, BEING A PLAT OF PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1984 AS DOCUMENT NUMBER R1984-102092, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS THAT PART OF LOTS 1 AND 2 (TAKEN AS A TRACT) IN NAEGELE'S RESUBDIVISION, BEING A RESUBDIVISION OF PARTS OF LOTS 2 AND 3 IN NAEGELE'S ASSESSMENT PLAT IN SECTIONS 29 AND 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED SEPTEMBER 22, 1959 AS DOCUMENT 940835, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 14 DEGREES 01 MINUTE WEST ALONG THE EAST LINE OF SAID LOT 2, 38.50 FEET FOR A POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 77 DEGREES 50 MINUTES 12 SECONDS WEST AND HAVING A RADIUS OF 840.00 FEET FOR A DISTANCE OF 359.60 FEET ARC MEASURE TO A POINT ON A LINE CONVEYED FOR A HIGHWAY FROM LOT 1, (SAID LINE CONVEYED FOR A HIGHWAY HAVING A BEARING OF SOUTH 57 DEGREES 59 MINUTES WEST AND A DISTANCE OF 100.14 FEET), SAID POINT ON SAID HIGHWAY LINE BEING 17.50 FEET FROM THE WESTERLY END OF SAID HIGHWAY LINE AS MEASURED ALONG SAID LINE; THENCE NORTH 57 DEGREES 59 MINUTES EAST ALONG SAID HIGHWAY LINE 82.64 FEET; THENCE NORTH 5 DEGREES 27 MINUTES EAST ALONG THE SOUTHEASTERLY LINE OF SAID HIGHWAY 230.82 FEET TO A POINT IN THE WEST LINE OF SAID LOT 2, 36.31 FEET SOUTH 13 DEGREES 42 MINUTES EAST FROM THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 44 DEGREES 40 MINUTES EAST ALONG THE SOUTHERLY LINE OF SAID HIGHWAY 71.76 FEET; THENCE NORTH 55 DEGREES 10 MINUTES EAST ALONG THE SOUTHERLY LINE OF PROPERTY CONVEYED FOR HIGHWAY, 151.51 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 14 DEGREES 01 MINUTE EAST ALONG THE EAST LINE OF SAID LOT 2, 347.06 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-402-016

COMMONLY KNOWN AS: 555 EAST BUTTERFIELD ROAD, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 24

THAT PART OF LOT "D" (EXCEPT ANY PART OF SAID LOT LYING NORTH OF THE SOUTH LINE OF BUTTERFIELD ROAD AS DEDICATED BY DOCUMENT 381698) IN YORK TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 3, ALSO KNOWN AS YORKSHIRE PRIVATE FARMS, A SUBDIVISION OF ALL OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 AND PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452577, AND INSTRUMENT OF CORRECTION RECORDED DECEMBER 23, 1943 AS DOCUMENT 457186, DESCRIBED AS LYING NORTH OF THE NORTH LINE OF PROPERTY CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY WARRANTY DEED RECORDED FEBRUARY 18, 1960 AS DOCUMENT 956158, EXCEPT THAT PART OF SAID PREMISES DESCRIBED AS FOLLOWS:

BEGINNING AT THE TRUE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT "D" AND THE EXISTING SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD (FEDERAL AID ROUTE 131); RUNNING THENCE NORTHEASTERLY ALONG THE EXISTING SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 9391.29 FEET AND CHORD BEARING NORTH 61 DEGREES 40 MINUTES EAST FOR A DISTANCE OF 267.02 FEET TO THE POINT OF TANGENT; THENCE CONTINUING ALONG THE EXISTING SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD NORTH 50 DEGREES 51 MINUTES EAST FOR A DISTANCE OF 9.33 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF FAIRFIELD AVENUE; THENCE SOUTH 13 DEGREES 42 MINUTES EAST, FOR A DISTANCE OF 178.14 FEET ALONG THE EXISTING WEST RIGHT OF WAY LINE OF FAIRFIELD AVENUE TO A POINT; THEN NORTH 78 DEGREES 9 MINUTES WEST, 120.28 FEET TO A POINT; THENCE SOUTH 84 DEGREES 30 MINUTES WEST, 166.78 FEET TO A POINT ON THE WEST LINE OF SAID LOT "D"; THENCE NORTH 2 DEGREES 30 MINUTES WEST; 33.15 FEET ALONG THE WEST LINE OF SAID LOT "D" TO THE POINT OF BEGINNING, DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-401-007

COMMONLY KNOWN AS: 477 E. BUTTERFIELD ROAD, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 25

LOT 1 IN SHAW-BOEGER SUBDIVISION, BEING A SUBDIVISION IN PART OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R 88-066897, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-402-023

COMMONLY KNOWN AS: 707 E. BUTTERFIELD ROAD, LOMBARD, ILLINOIS 60148-5614

BENEFITTED PARCEL 26

LOT 2 IN FREED SUBDIVISION, BEING A SUBDIVISION IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1982 AS DOCUMENT R82-44604, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-201-007

COMMONLY KNOWN AS: 777 E. BUTTERFIELD ROAD, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 27

LOT 1 IN HOMESTEAD VILLAGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1998 AS DOCUMENT R98-179522, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

717 EAST BUTTERFIELD ROAD, LOMBARD, ILLINOIS

PIN NO. 06-29-201-010

BENEFITTED PARCEL 28

LOT 3 IN HOMESTEAD VILLAGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1998 AS DOCUMENT R98-179522, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-413-003;

COMMONLY KNOWN AS: 2701 TECHNOLOGY DRIVE, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 29

LOT 4 IN HOMESTEAD VILLAGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1998 AS DOCUMENT R98-179522, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-413-002

COMMONLY KNOWN AS: 2699 TECHNOLOGY DRIVE, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 30

LOTS 2, 6, AND 8 IN THE HOMESTEAD VILLAGE SUBDIVISION BEING A PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1998 AS DOCUMENT R98-179522 IN DUPAGE COUNTY, ILLINOIS.

AND PART OF NI-GAS PARCEL TG 2-61

ALL THOSE PARTS OF SECTIONS 28 AND 29 IN TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF DUPAGE, STATE OF ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 89°-35' EAST ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 91.95 FEET; THENCE NORTH 12°-05' WEST ALONG THE WESTERLY LINE OF TRACT 12 OF PLAT OF SURVEY OF THE BOEGER FARM SOUTH OF BUTTERFIELD ROAD, RECORDED AS DOCUMENT #789439, AND THE SAME EXTENDED, A DISTANCE OF 2722.70 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREBY CONVEYED, SAID POINT BEING IN THE NORTHERLY LINE OF THAT CERTAIN TRACT OR PARCEL OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED JUNE 24, 1958, AND RECORDED IN DUPAGE COUNTY RECORDS ON JULY 11, 1958, IN BOOK 921 ON PAGE 515 AS DOCUMENT #886497; THENCE EASTERLY ALONG THE NORTHERLY LINE OF THE TRACT OF LAND SO CONVEYED BY DEED DATED JUNE 24, 1958, FORMING AN ANGLE OF 73°-47' TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 671.00 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 91°-42' TO THE LEFT WITH THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 82.54 FEET TO A POINT DISTANCE 82.5 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THE TRACT OF LAND SO CONVEYED BY DEED DATED JUNE 24, 1958; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 88°-18' TO THE LEFT WITH THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 644.56 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 73°-47' TO THE LEFT WITH THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 85.92 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM ANY PART LYING WESTERLY OF A LINE DRAWN 225 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE ABOVE DESCRIBED PARCEL.

ALSO

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 35 MINUTES EAST ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 91.95 FEET; THENCE NORTH 12 DEGREES 05 MINUTES WEST, ALONG THE WESTERLY LINE OF TRACT#2 OF PLAT OF SURVEY OF THE BOEGER.FARM SOUTH OF BUTTERFIELD ROAD,. RECORDED AS DOCUMENT 789439, AND THE SAME EXTENDED, A DISTANCE OF 2722.70 FEET TO THE POINT OF BEGINNING OF

THE PARCEL OF LAND HEREBY CONVEYED, SAID POINT BEING IN THE NORTHERLY LINE OF THAT CERTAIN TRACT OR PARCEL OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED JUNE 24, 1958 AND RECORDED IN DU PAGE COUNTY RECORDS ON JULY 11, 1958 IN BOOK 921 ON PAGE 515 AS DOCUMENT 886497; THENCE EASTERLY ALONG THE NORTHERLY LINE OF THE LAND SO CONVEYED BY DEED DATED JUNE 24, 1958, FORMING AN ANGLE OF 73 DEGREES 47 MINUTES TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 671.00 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 42 MINUTES TO THE LEFT WITH THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 82.54 FEET TO A POINT DISTANT 82.5 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THE TRACT OF LAND SO CONVEYED BY DEED DATED JUNE 24, 1958; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES 18 MINUTES TO THE LEFT WITH THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 644.56 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 73 DEGREES 47 MINUTES TO THE LEFT WITH THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 85.92 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM ANY PART LYING EASTERLY OF THE EASTERLY LINE OF LOT 3 OF PLAT OF SURVEY OF BOEGER FARM SOUTH OF BUTIERFIELD ROAD FOR ASSESSMENT PURPOSES, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439 (ALSO EXCEPTING THEREFROM ANY PART LYING WESTERLY OF A LINE DRAWN 187 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE OF LOT 3 OF SAID BOEGER FARM ASSESSMENT PLAT) ALL IN DUPAGE COUNTY, ILLINOIS.

PARCELS 3 AND 4 IN BOEGER FARM ASSESSMENT PLAT BEING AN ASSESSMENT PLAT PART OF SECTIONS 28 AND 29; TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE ASSESSMENT PLAT THEREOF RECORDED ON FEBRUARY 26, 1988, AS DOCUMENT NO R1988-019571

PIN NOS. 06-29-413-001
 06-29-402-027
 06-29-402-028
 06-29-402-021
 06-29-201-008

COMMONLY KNOWN AS: 2799 S. TECHNOLOGY DRIVE, LOMBARD, IL 60148

BENEFITTED PARCEL 31

THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTH WEST CORNER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 35 MINUTES EAST ALONG THE SOUTH LINE OF SECTION 28, A DISTANCE OF 753.3 FEET; THENCE NORTH 3 DEGREES WEST 1205.4 FEET TO A POINT ON THE WEST LINE OF

BULLINGER ESTATES; THENCE NORTH 89 DEGREES 35 MINUTES WEST 855.0 FEET; THENCE NORTH 12 DEGREES 05 MINUTES WEST 1490.5 FEET; THENCE NORTH 61 DEGREES 42 MINUTES EAST 446.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 30 DEGREES WEST 332.5 FEET TO THE SOUTHERLY LINE OF F. A. HIGHWAY ROUTE 131 (BUTTERFIELD ROAD); THENCE NORTH 61 DEGREES 42 MINUTES EAST ALONG SAID SOUTHERLY LINE 225.0 FEET TO A POINT IN LINE WITH AN OLD FENCE LINE; THENCE SOUTH 30 DEGREES EAST 332.5 FEET, MORE OR LESS, TO A POINT IN SAID OLD FENCE LINE THAT IS NORTH 61 DEGREES 42 MINUTES EAST FROM THE PLACE OF BEGINNING; THENCE SOUTH 61 DEGREES 42 MINUTES WEST 225.0 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART THEREOF CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY QUITCLAIM DEED DOCUMENTS 967934 TO 967939, BOTH INCLUSIVE, AND BEING APPROXIMATELY THE SOUTHERLY 82.5 FEET AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE SOUTHERLY LINE OF PREMISES IN QUESTION), IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-29-201-002

COMMONLY KNOWN AS: 801 E. BUTTERFIELD RD, LOMBARD, IL 60148

BENEFITTED PARCEL 32

LOT 1 IN FREED SUBDIVISION, BEING A SUBDIVISION IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1982 AS DOCUMENT R82-44604, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. PIN NO. 06-29-201-006

COMMONLY KNOWN AS: 747 BUTTERFIELD ROAD, LOMBARD, IL 60148

BENEFITTED PARCEL 33

LOT 5 IN HOMESTEAD VILLAGE SUBDIVISION, BEING A PART OF SECTION 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1998 AS DOCUMENT R98-179522, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-28-103-026

COMMONLY KNOWN AS: 2725 S. TECHNOLOGY DRIVE. LOMBARD, ILLINOIS 60148.

BENEFITTED PARCEL 34

LOT 2 IN HIGHLAND-YORKTOWN RESUBDIVISION OF LOT 1 IN TBA RESUBDIVISION, 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 OCTOBER 13, 2006 AS DOCUMENT R2006-198283, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-301-015
COMMONLY KNOWN AS: 87 YORKTOWN CENTER, LOMBARD, ILLINOIS 60148-5527

BENEFITTED PARCEL 35

PARCEL 2 IN HIGHLAND AVENUE ASSESSMENT PLAT OF LOT 2 IN YORKTOWN, BEING A SUBDIVISION OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID HIGHLAND AVENUE ASSESSMENT PLAT RECORDED JANUARY 30, 2012 AS DOCUMENT R2012-12175, IN DU PAGE COUNTY, ILLINOIS.

PIN NO. 06-29-101-044
COMMONLY KNOWN AS: 175 YORKTOWN MALL DRIVE, LOMBARD ILLINOIS 60148

BENEFITTED PARCEL 36

LOT 7 IN HOMESTEAD VILLAGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1998 AS DOCUMENT R98-179522, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 06-29-402-029
COMMONLY KNOWN AS: 777 E. BUTTERFIELD ROAD, LOMBARD, ILLINOIS 60148

BENEFITTED PARCEL 37

LOT 1 IN HOMESTEAD VILLAGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 29 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1998 AS DOCUMENT R98-179522, IN DUPAGE COUNTY, ILLINOIS

PIN NO. 06-29-201-010
COMMONLY KNOWN AS: 717 E. BUTTERFIELD ROAD, LOMBARD, ILLINOIS 60148

Exhibit C

Legal Description of Each of the Benefitted Properties

(attached)

VILLAGE OF LOMBARD Yorktown Recapture Exhibit

Recapture
Village Boundary

