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Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 08/01/2014 02:35 PM Pg: 1 of 17

## REAL ESTATE SALES AGREEMENT BETWEEN

LEMONT GATEWAY HOLDINGS, LLC (Seller)

and

SIMON BRADLEY (Buyer)

Dated: January 17, 2014

P.I.N.S : 22-11-100-013-0000

22-14-201-023-0000

22-14-201-024-0000

22-14-201-043-0000

22-14-201-045-0000

Commonly known as 10685 Archer Avenue, Lemont, IL 60439

Prepared by, and after recording mail to:

Law Office of James J. Pink  
2153 W. 107<sup>th</sup> Place  
Chicago, IL 60643

This document consists of 14 pages including this cover sheet

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## MAINSTREET ORGANIZATION OF REALTORS® VACANT LAND SALES CONTRACT



(This is not to be used for Tear Down)

1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2  
3 Buyer(s) (Please Print) Simon Bradley

4  
5 Seller(s) (Please Print) Lemont Gateway Holdings, LLC.

6  
7 If Dual Agency applies, complete Optional Paragraph 32.

8  
9 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller agrees to  
10 convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage

11 of 4.98 acres commonly known as: 10685 Archer Avenue Lemont IL 60439

12 Cook (See attached list)  
13 County Address City State Zip  
14 Parcels and Lots Numbered on Real Estate

15  
16 **3. PURCHASE PRICE:** Purchase Price of \$ 1,000,000.00 shall be paid as follows: Initial earnest  
17 money of \$ 15,000.00 by  check  cash OR  note due on upon acceptance of offer, 20 to be  
18 increased to a total of \$ CLICAP-TITEL FIRST Co. 20. The earnest money and the original of this  
19 Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual benefit of the Parties. The balance of the  
20 Purchase Price, as adjusted by prorations shall be paid at Closing by wire transfer of funds, or by certified, cashier's, mortgage  
21 lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).

22  
23 **4. CLOSING:** Closing or escrow payout shall be on February 28, 2014, or at such time as mutually agreed upon  
24 by the Parties in writing. Closing shall take place at the title company escrow office situated geographically nearest the Real Estate or  
25 as shall be agreed mutually by the Parties.

26  
27 **5. POSSESSION:** Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in writing by the  
28 parties.

29  
30 **6. PRORATIONS:** Prorable items shall include, without limitation, rents and deposits (if any) from tenants; Special Service Area  
31 or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and Homeowner or Condominium Association  
32 fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of Homeowner/Condominium Association(s) are  
33 not a proratable item. Seller represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are  
34 \$ \_\_\_\_\_ per \_\_\_\_\_ (and, if applicable, Master/Umbrella Association fees are \$ \_\_\_\_\_  
35 per \_\_\_\_\_. Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity)  
36 confirmed prior to the Date of Acceptance. Installments due after the year of Closing for a Special Assessment Area or Special Service  
37 Area shall not be a proratable item and shall be payable by Buyer. The general Real Estate taxes shall be prorated as of the date of  
38 Closing based on ~~44~~ 1059- of the most recent ascertainable full year tax bill. All prorations shall be final as of Closing.

39  
40 **7. ATTORNEY REVIEW:** Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by  
41 Notice, may:

- 42 (a) Approve this Contract; or
- 43 (b) Disapprove this Contract, which disapproval shall not be based solely on the Purchase Price; or
- 44 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written  
45 agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may  
46 terminate this Contract by serving Notice, whereupon this Contract shall be null and void; or
- 47 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract  
48 null and void and this Contract shall remain in full force and effect.

49 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 7 (c). If Notice is not served within the  
50 time specified herein, the provisions of this Contract shall be deemed waived by the Parties and this Contract shall remain in  
51 full force and effect.

52  
53 **8. INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the property upon reasonable notice and gives  
54 Buyer's inspectors permission to perform tests on the property, including invasive testing, if the inspections and the tests are  
55 reasonably necessary to satisfy the contingencies in this Contract. Buyer agrees to promptly provide copies of all such inspection

Buyer Initial SB Buyer Initial \_\_\_\_\_ Seller Initial SL Seller Initial \_\_\_\_\_  
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60 Buyer's agents and representatives while conducting such inspections and tests on the property. Notwithstanding anything to the  
61 contrary set forth in the above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable  
62 to Buyer and Buyer serves Notice to Seller within five (5) Business Days after the Date of Acceptance, this Contract shall be null and  
63 void.

64  
65 9. MORTGAGE CONTINGENCY: Seller  has  has not received a completed Loan Status Disclosure. This  
66 Contract is contingent upon Buyer obtaining a firm written mortgage commitment (except for matters of title and survey or matters  
67 totally within Buyer's control) on or before January 31, 2014 for a (choose one)  fixed  adjustable; (choose one)  
68  conventional  other loan of \$ 800,000.00 or such lesser amount as Buyer elects to take, plus private  
69 mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not exceed current % per annum,  
70 amortized over not less than 25 years. Buyer shall pay loan origination fee and/or discount points not to exceed current %  
71 of the loan amount. Buyer shall pay the cost of application, usual and customary processing fees and Closing costs charged by lender.  
72 Buyer shall make written loan application within five (5) business days after the Date of Acceptance. Failure to do so shall constitute  
73 an act of default under this Contract. If Buyer, having applied for the loan specified above, is unable to obtain such loan  
74 commitment and serves written notice to Seller within the time specified, this Contract shall be null and void. If written notice of  
75 inability to obtain such loan commitment is not served within the time specified, Buyer shall be deemed to have waived this  
76 contingency and this Contract shall remain in full force and effect. Unless otherwise provided herein, this Contract shall not be  
77 contingent upon the sale and/or closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing  
78 conditions of this paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the loan is  
79 conditioned on the sale and/or closing of Buyer's existing real estate. If Seller at Seller's option and expense, within thirty (30) days  
80 after Buyer's notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a purchase money mortgage upon  
81 the same terms, this Contract shall remain in full force and effect. In such event, Seller shall notify Buyer within five (5) Business  
82 Days after Buyer's notice of Seller's election to provide or obtain such financing, and Buyer shall furnish to Seller or lender all  
83 requested information and shall sign all papers necessary to obtain the mortgage commitment and to close the loan.

84  
85 10. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special  
86 flood hazard area if written notice of the option to declare this Contract null and void is not given to Seller within ten (10) business  
87 days after Date of Acceptance, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and  
88 effect.

89  
90 11. CONDOMINIUM/Common Interest Associations: (if applicable) The Parties agree that the terms contained in this  
91 paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- 92 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the  
93 Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements  
94 including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and  
95 Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the  
96 Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the  
97 Declaration of Condominium/Covenants, Conditions and Restrictions.
- 98 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments  
99 confirmed prior to the Date of Acceptance.
- 100 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by  
101 the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to  
102 the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-  
103 emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the  
104 time established by the Declaration of Condominium/Covenants, Conditions and Restrictions.
- 105 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in  
106 violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents  
107 would unreasonably restrict Buyer's use of the premises or would result in financial obligations unacceptable to Buyer in  
108 connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller written notice  
109 within five (5) Business Days after the receipt of the documents and information required by Paragraph 11 (c), listing those  
110 deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed  
111 to have waived this contingency, and this Contract shall remain in full force and effect.

112  
113 12. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to

Buyer Initial	Buyer Initial	Seller Initial	Seller Initial
Address <u>10685 ARCHER AVENUE, LEMONT, IL</u>			
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114 the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in  
115 an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when  
116 conveyed will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of Closing,  
117 covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current  
118 use and enjoyment of the Real Estate.

120 **13. ZONING:** Seller represents to the best of Seller's knowledge (without duty to investigate, that the Real Estate is zoned:  
121 R-1

*LOW DIAMOND*

123 **14. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time  
124 limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title  
125 insurance policy in the amount of the Purchase Price by a title company licensed to operate in the State of Illinois, issued on or  
126 subsequent to the Date of Acceptance, subject only to items listed in Paragraph 12. The commitment for title insurance furnished by  
127 Seller will be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the  
128 title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to  
129 Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or  
130 damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured  
131 over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior  
132 encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of  
133 Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

135 **15. BUILDING AND SEWAGE PERMITS CONDITION:** This Contract is subject to the condition that Buyer(s) obtain within  
136 \_\_\_\_\_ business days after the date of this contract, at Buyer's expense, a building permit and an acceptable septic  
137 percolation test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the subject Property. If  
138 Buyer(s) has properly, diligently, and promptly applied for said permits and approvals and has been unable to obtain the permits within  
139 the times specified, Buyer(s) may, at Buyer's option, within one (1) business day of the time specified, serve written notice of such  
140 failure and inability to obtain the necessary permits on Seller(s) or Seller's attorney, and in such event this Contract shall become  
141 null and void and all earnest money paid by Buyer(s) shall be refunded to Buyer(s). **IN THE EVENT BUYER(S) DOES NOT SERVE**  
142 **WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL**  
143 **PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.**

144 **16. SOIL TEST/FLOOD PLAIN CONDITION:** This Contract is subject to Buyer obtaining within \_\_\_\_\_ business days  
145 from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer's choice on the Property to obtain  
146 the necessary permits from the appropriate governmental authorities for the improvement contemplated by the Buyer. Such  
147 determination and tests shall be at Buyer's expense. In the event Flood plain Determination and such tests are unsatisfactory, at the  
148 option of Buyer, and upon written notice to Seller within one (1) business day of the time set forth above, this contract shall be null  
149 and void and earnest money shall be refunded to Buyer upon mutual written direction of Seller and Buyer or the escrow agent. In the  
150 event the Buyer does not serve written notice within the time specified herein, this provision shall be deemed waived by all parties  
151 hereto and this contract shall continue in full force and effect.

154 **17. PLAT OF SURVEY:** Not less than one (1) business day prior to Closing Seller shall, at Seller's expense, furnish to Buyer or  
155 Buyer's attorney a Plat of Survey dated not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional  
156 Land Surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of record,  
157 fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In addition, the  
158 survey to be provided shall be a boundary survey conforming to the current requirements of the appropriate state regulatory authority.  
159 The survey shall show all corners staked, flagged, or otherwise monumented. The survey shall have the following statement  
160 prominently appearing near the professional land surveyor seal and signature: "This professional service conforms to the current  
161 Illinois minimum standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey, and is not  
162 acceptable.

164 **18. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to the Closing, this sale shall be  
165 closed through an escrow with the lending institution or the title company in accordance with the provisions of the usual form of Deed  
166 and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted in the Escrow Agreement as may be  
167 required to conform with this Contract. The cost of the escrow shall be paid by the Party requesting the escrow. If this transaction is a  
168 cash purchase (no mortgage is secured by Buyer), the Parties shall share the title company escrow closing fee equally.

170 **19. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If prior delivery of the deed, the Real Estate shall be destroyed or  
171 materially damaged by fire or casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of terminating

Buyer Initial	Buyer Initial	Seller Initial	Seller Initial
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172 this Contract and receiving a refund of earnest money or of accepting the Real Estate as damaged or destroyed, together with the  
 173 proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller  
 174 shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of  
 175 the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

176  
 177 20. SELLER REPRESENTATIONS: Seller represents that Seller has not received written notice from any Governmental body or  
 178 Homeowner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending  
 179 rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or  
 180 Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special  
 181 Service Area, the following applies:

182 1. The [check one]  is  is not a proposed or pending unconfirmed special assessment affecting the Real Estate not  
 183 payable by Seller after date of Closing.

184 2. The Real Estate [check one]  is  is not located within a Special Service Area, payments for which will not be the  
 185 obligation of Seller after date of Closing.

186 If any of the representations contained herein regarding non-Homeowner Association special assessment or Special Service  
 187 Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the  
 188 option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or  
 189 within the term specified in Paragraph 9 (whichever is later), Buyer shall be deemed to have waived such option and this  
 190 Contract shall remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes,  
 191 easements or claims of easement not shown by the public records, any hazardous waste on the Real Estate or any improvements for  
 192 which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not  
 193 either included in full in the determination of the most recent real estate tax assessment or which are eligible for home improvement  
 194 tax exemption.

195  
 196 21. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in a clean condition. All refuse  
 197 and personal property that is not conveyed to Buyer shall be removed from the Real Estate at Seller's expense before closing. Buyer  
 198 shall have the right to inspect Real Estate within 72 hours prior to closing to verify that the Real Estate is in substantially the same  
 199 condition as of the Date of Offer of this Contract, normal wear and tear expected.

200  
 201 22. GOVERNMENTAL COMPLIANCE: The Parties agree to comply with the applicable reporting requirements of the Internal  
 202 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

203  
 204 23. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours  
 205 are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

206  
 207 24. FACSIMILE: Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

208  
 209 25. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if the Contract may be  
 210 terminated by either Party, the following shall be incorporated by reference: "the Earnest Money shall be refunded to the Buyer upon  
 211 written notice of the Parties to the Escrowee".

212  
 213 26. NOTICE: All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any  
 214 one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

215 (a) By personal delivery of such Notice; or

216 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.  
 217 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or

218 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the  
 219 Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-  
 220 business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or

221 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice  
 222 transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to  
 223 the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-  
 224 mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next  
 225 Business Day after transmission; or

226 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit  
 227 with the overnight delivery company.

228  
 229 27. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to

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230 pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees  
 231 and costs from the losing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money  
 232 unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of  
 233 earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an  
 234 action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney  
 235 fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all  
 236 conflicting claims and demands arising under this paragraph.

237  
 238 **28. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including, but not limited to, the Attorney Review  
 239 and Professional Inspection paragraphs, shall be governed by the laws of the State of Illinois and are subject to the covenant of good  
 240 faith and fair dealing implied in all Illinois contracts.

241  
 242 **29. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS selected for use and initialed by the  
 243 Parties which are contained on the succeeding pages and the following attachments, if any: Rider to contract,  
 244 Tax I.D. list and Addendum A- Industrial uses

245  
 246 **THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES**

247  
 248 **30. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into  
 249 a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before  
 250 \_\_\_\_\_, 20\_\_\_\_. In the event the prior contract is not cancelled within the time specified, this Contract shall be  
 251 null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. Notice to the purchaser  
 252 under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this  
 253 Contract have expired, been satisfied or waived.

254  
 255 **31. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other required forms),  
 256 shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the  
 257 earnest money shall accrue to the benefit of and be paid to Buyer. The Buyer shall be responsible for any administrative fee (not to  
 258 exceed \$100) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no  
 259 sooner than ten (10) Business Days prior to the anticipated Closing date.

260  
 261 **32. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to  
 262 Phil Cullen (Designated Agent) acting as a Dual Agent in providing brokerage services on  
 263 their behalf and specifically consent to Designated Agent acting as a Dual Agent with regard to the transaction referred to in this  
 264 Contract.

265  
 266 **33. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for  
 267 interim financing on or before \_\_\_\_\_, 20\_\_\_\_ in the amount of \$\_\_\_\_\_. If Buyer is unable  
 268 to secure the interim financing commitment and gives written notice to Seller within the time specified, this Contract shall be  
 269 null and void. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties and  
 270 this Contract shall remain in full force and effect.

271  
 272 **34. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by \_\_\_\_\_  
 273 \_\_\_\_\_ Buyer's specified party, within five (5) Business Days after the Date of Acceptance. In  
 274 the event Buyer's specified party does not approve of the Real Estate and written notice is given to Seller within the time  
 275 specified, this Contract shall be null and void. If written notice is not served within the time specified, this provision shall be  
 276 deemed waived by the Parties and this Contract shall remain in full force and effect

277  
 278 **35. CREDIT AT CLOSING:** Seller agrees to credit to Buyer at Closing \$ \_\_\_\_\_  
 279 to be applied to prepaid expenses, closing costs or both.

280  
 281  
 282  
 283  
 284  
 285  
 286  
 287

Buyer Initial <u>[Signature]</u>	Buyer Initial _____	Seller Initial <u>[Signature]</u>	Seller Initial _____
Address <u>10685 ARCHER AVENUE, LEMONT, IL</u>			
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288 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND  
289 DELIVERED TO THE PARTIES OR THEIR AGENTS.

290  
291 The Parties represent that text of this form has not been altered and is identical to the official Vacant Land Contract of the Mainstreet  
292 Organization of REALTORS®.

293  
294  
295 Date of Offer 12/20/14

296  
297 Buyer Signature [Signature]

298  
299 Buyer Signature Simon Bradley

300 Print Buyer(s) Name(s) [Required] Simon Bradley

301 Address 4240 Lacay Road

302 Downers Grove IL 60439

303 City State Zip

304  
305  
306  
307 Phone E-mail

308  
309 PC Realty Inc 60494

310 Selling Office MLS #

311 Phil Cullen 60406

312 Buyer's Designated Agent MLS #

313 630-605-3049

314 Phone Fax

315 philcullen@yahoo.com

316 E-mail

317 Jim Pink

318 Buyer's Attorney E-mail

319 630-663-8070 jpinkaw@msn.com

320 Phone Fax

321  
322  
323 Mortgage Company Phone

324  
325 Loan Officer Fax

DATE OF ACCEPTANCE 11/17/14 20

Seller Signature [Signature]

Seller Signature [Signature]

Print Seller(s) Name(s) [Required] Lemont Gateway Holdings, LLC

Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Phone E-mail \_\_\_\_\_

FOR INFORMATION ONLY

PC Realty, Inc 60494

Listing Office MLS #

Phil Cullen 60406

Seller's Designated Agent MLS #

630-605-3049

Phone Fax

philcullen@yahoo.com

E-mail

Seller's Attorney E-mail \_\_\_\_\_

Phone Fax \_\_\_\_\_

Homeowner's/Condo Association (if any) Phone \_\_\_\_\_

Management Co./Other Contact Phone \_\_\_\_\_

Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial [Signature] Seller Initial \_\_\_\_\_

Address 10685 ARCHER AVENUE, LEMONT, IL

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**CONTRACT RIDER**  
MADE PART OF THAT CERTAIN  
REAL ESTATE CONTRACT ("CONTRACT")  
BETWEEN LEMONT GATEWAY HOLDINGS ("SELLER")  
AND SIMON BRADLEY ("BUYER")

This Rider supplements and modifies the provisions of the Contract described in the caption of this Rider and together therewith constitutes one Contract. In the event of any inconsistency between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall in all cases prevail and all conflicting provisions of the Contract shall be deemed deleted.

1. Title shall be conveyed to Buyer or his nominee/assignee.
2. For a period of 30 days after the date this Contract is accepted by Seller, (the "Due Diligence period"), Buyer and its agents and representatives shall be entitled to conduct an inspection of the property, which shall include, but not be limited to, the rights to 1) enter on the Property to perform inspections and tests on any physical or mechanical component of the property; 2) make investigations with regard to zoning, environmental, availability of municipal water and sewer services, building code and other legal requirements, including but not limited to an environmental assessment; 3) make or obtain market studies and real estate analysis; 4) analyze the financial feasibility of ownership of the property. (including the anticipated future real estate tax liability.) If during this period, Buyer in his sole discretion, determines that this investigation results in unacceptable results, he may declare this contract null and void, with all obligations released and all earnest money shall be returned. Seller will not order the title report nor the survey until this Due Diligence clause has been satisfied and/or waived by the Buyer.
3. Seller agrees to reasonably cooperate with and assist Buyer in commencing whatever action or proceeding that may be necessary to effectuate such zoning change, variation, site plan approvals, sign approvals, subdivision or consolidation approvals and/or governmental approvals and in obtaining any other approvals, certificates or other authorization required in Buyer's opinion to permit Buyer's intended use of the Property. The cost of said procedure shall be borne by Buyer. Notwithstanding that a change of zoning may be commenced prior to the closing date, any actual zoning change can be finalized after such time as this transaction is consummated and title to the Property is conveyed to Buyer.
4. Case No.: 2012 CH39557, The People of the State of Illinois, ex rel., Robert Bily, Robert Burton, et al., PLAINTIFFS, V. The Village of Lemont, Illinois, DEFENDANT, to be dismissed upon the rezoning and closing of this property.

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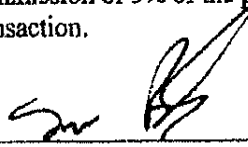
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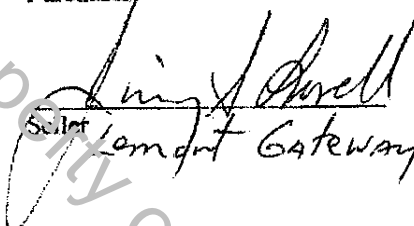
5. Buyer to rezone property at Buyer's expense to Village of Lemont, M-3 Heavy Industrial District including attached permitted and special uses. See attached Addendum "A" – Industrial Uses.
6. Seller shall cause the general exceptions of title policy to be waived by the title insurance company.
7. There is no facts material to the use and operation of the Property that Seller has not disclosed to Buyer. Seller will notify Buyer if any actual notice is delivered to Seller that would make the above representations false if such actual notice was received prior to this agreement.
8. Buyer may assign this contract at any time with the written approval of Seller. Said approval shall not be unreasonably withheld. The assignee to provide Seller with an acceptable audited financial statement.
9. In the event Buyer breaches this Agreement and fails to close this transaction, then Seller shall be entitled to retain the Earnest Money as liquidated damages as Seller's sole and exclusive remedy; it being agreed between Buyer and Seller that the amount of Seller's actual damages in consequence of Buyer's default are uncertain and difficult to ascertain due to the uncertainties of the real estate market and that the retention of the Earnest Money together with any interest thereon as liquidated damages provides a reasonable measure of Seller's damages, provided however that in no event shall this provision limit Buyer's indemnity obligations in connection with its entry upon and inspection of the Property.
10. No assignment of the Agreement by Buyer shall relieve or release Buyer from the duties and obligations of Buyer pursuant to the Agreement.
11. This contract is one of three contracts which is Simon Bradley's (Buyer) Archer Avenue and Route 83, Lemont, IL assemblage. It is agreed among the various owners or record (Sellers) and Simon Bradley that all three contracts must close simultaneously in order to fulfill the assemblage or said contract will be held for naught.
12. This contract is contingent upon Buyer closing the sale of Buyer's real estate located at 4240 Lacey Road, Downers Grove, IL on or before January 31, 2014 2013. If notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this contract shall be null and void. If notice is not served as described in the preceding sentence, Buyer shall be deemed to have waived all contingencies and this Contract shall remain in full force and effect.
13. Seller and Buyer expressly acknowledge that Phil Cullen of PC Realty, Inc.

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("Seller's Broker") and (Buyer's Broker") has acted as a dual agent with respect to this transaction and with respect to this Agreement. Seller(s) shall pay a brokerage commission of 3% of the purchase price to PC Realty, Inc. upon the closing of this transaction.

 12/20/13  
Purchaser Date

 Lin J. Powell 1/17/14  
Seller Date  
Hamdnt Gateway Holdings, LLC

Seller Date

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SELLERS: OWNER OF RECORD  
PURCHASER: SIMON BRADLEY  
CONTRACT DATE: 16-Dec-13

## TAX I.D.LIST

PARCEL #	TAX I.D NUMBER
1	22-11-100-013
2	22-14-201-023
3	22-14-201-024
4	22-14-201-043
5	22-14-201-045
6	22-11-500-003
7	22-14-201-042
8	22-14-201-008

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## ADDENDUM "A" - INDUSTRIAL USES

- 1 PROPERTY TO BE REZONED TO VILLAGE OF LEMONT - M-3 ZONING - HEAVY MANUFACTURING AGREEMENT WITH VILLAGE TO INCLUDE THE FOLLOWING USES:
- 2 CONTRACTORS OFFICE AND CONSTRUCTION YARD INCLUDING OUTSIDE STORAGE OF UNCONTAINED BULK MATERIALS  
BUYER TO MEET WITH DIRECTOR OF ECONOMIC DEVELOPMENT TO WORK OUT AGREEMENT REGARDING CONTAINMENT OF BULK MATERIALS
- 3 OUTSIDE FUEL STORAGE FOR COMPANY OWNED VEHICLES
- 4 TEMPORARY BUILDINGS WITH SANITARY FACILITIES FOR COMPANY PERSONNEL
- 5 VILLAGE APPROVAL TO OFFLOAD AND LOAD BARGES ALONG CAL-SAG CHANNEL
- 6 BOAT AND BARGE SERVICE REPAIR
- 7 CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING. ALL DEBRIS TO BE SORTED AND REMOVED FROM SITE WITHIN A 48 HOUR WINDOW. RECYCLING OPERATION FOR COMPANY OWNED OPERATION ONLY. BUYER TO APPLY FOR STATE EPA LICENSE IF REQUIRED
- 8 CONCRETE/ROCK CRUSHING, WASHING AND GRADING  
WASH WATER TO TO BE STORED AND HAULED OFF SITE
- 9 CONCRETE MIXING PLANT
- 10 EQUIPMENT RENTAL AND LEASING
- 11 TELECOMMUNICATIONS TOWERS
- 12 SELF STORAGE FACILITIES, MIN. WAREHOUSING AND WAREHOUSING
- 13 EXISTING LEASED PARKING OF NON -COMPANY OWNED VEHICLES INCLUDING INTERMODAL TRANSFER CONTAINER STORAGE TO BE RELOCATED TO EAST SIDE OF ROUTE 83, SOUTH OF RR TRACKS

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VILLAGE ALSO AGREES TO:  
INCLUDE LANGUAGE IN CONSENT DECREE THAT THE VILLAGE WILL GIVE FUTURE CONSIDERATION FOR WASTE TRANSFER  
SPECIAL USE PERMIT

BUYER AGREES TO:  
REMOVED THE TWO BILLBOARDS WHEN THE CURRENT LEASES EXPIRES

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## ILLINOIS ASSOCIATION OF REALTORS® DISCLOSURE AND CONSENT TO DUAL AGENCY (DESIGNATED AGENCY)



NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.

The undersigned Phil Cullen, ("Licensee"),  
(insert name(s) of Licensee undertaking dual representation)

may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

### WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

### WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission.
2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price or terms the buyer or tenant should offer.
5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should the become necessary.

CLIENT: [Signature]

CLIENT: [Signature]

Date: \_\_\_\_\_

Date: 11/7/14

Document presented on <u>9/9</u> , 20 <u>13</u> By: <u>[Signature]</u> (Broker/Licensee Initials)
---

LICENSEE: [Signature]

Date: 9/9/2013

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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 008334307 UL  
 STREET ADDRESS: 10685 ARCHER AVE  
 CITY: LEMONT COUNTY: COOK  
 TAX NUMBER: 22-11-100-013-0000

### LEGAL DESCRIPTION:

PARCEL 1: A PARCEL OF LAND IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 14, WHICH IS 96.45 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG A LINE HEREINAFTER REFERRED TO AS LINE 'A' FORMING AN ANGLE OF 56 DEGREES 47 MINUTES 10 SECONDS AS MEASURED COUNTERCLOCKWISE FROM WEST TO SOUTHWEST FROM THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 1045.66 FEET TO AN IRON PIPE; THENCE SOUTHWESTERLY ALONG A LINE HEREINAFTER REFERRED TO AS LINE "B", DEFLECTING 10 DEGREES 19 MINUTES 00 SECONDS WESTWARDLY FROM A SOUTHWESTERLY PROLONGATION OF THE LAST ABOVE DESCRIBED COURSE, 295.24 FEET TO THE WEST LINE OF THE PROPERTY CONVEYED BY EDWARD P. SUMMERS, AND OTHERS, TO THE CHICAGO TRUST COMPANY BY DEED DATED MARCH 1, 1926 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MARCH 6, 1926 AS DOCUMENT NUMBER 9199442; THENCE NORTHERLY ALONG THE WESTERLY LINE OF PROPERTY SO CONVEYED, BY EDWARD P. SUMMERS, AND OTHERS, TO CHICAGO TRUST COMPANY, A DISTANCE OF 179.32 FEET TO THE INTERSECTION WITH A LINE DRAWN 150 FEET PERPENDICULARLY DISTANT NORTHWESTERLY OF AND PARALLEL WITH THE ABOVE DESCRIBED LINE "B" FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID WESTERLY LINE OF PROPERTY CONVEYED BY DOCUMENT NUMBER 9199442, A DISTANCE OF 173.19 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND JOILET ELECTRIC RAILWAY COMPANY; THENCE NORTHEASTERLY ALONG SAID SOUTH RAILROAD RIGHT OF WAY LINE FORMING AN ANGLE OF 55 DEGREES 05 MINUTES 00 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 604.16 FEET TO A POINT OF CURVE IN SAID SOUTHERLY RAILROAD RIGHT OF WAY LINE; THENCE NORTHEASTERLY ALONG SAID CURVED RAILROAD RIGHT OF WAY LINE, BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 692.77 FEET, AN ARC DISTANCE OF 220.50 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 150 FEET PERPENDICULARLY DISTANT NORTHWESTERLY AND PARALLEL WITH THE ABOVE DESCRIBED LINE 'A', SAID POINT BEING 188.53 FEET SOUTHWESTERLY (AS MEASURED ALONG SAID PARALLEL LINE) OF THE NORTH LINE OF SAID SECTION 14; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE, 745.38 FEET TO INTERSECTION WITH A LINE DRAWN 150 FEET PERPENDICULARLY DISTANT NORTHWESTERLY AND PARALLEL WITH THE ABOVE DESCRIBED LINE "B"; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE, 183.37 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2: THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION, 275.74 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 14, THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 130.42 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF ALTON RAILROAD COMPANY, THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 852.02 FEET TO THE CENTER LINE OF LEARY ROAD (SAID ROAD

(CONTINUED)

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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 008334307 UL  
 STREET ADDRESS: 10685 ARCHER AVE  
 CITY: LEMONT COUNTY: COOK  
 TAX NUMBER: 22-11-100-013-0000

## LEGAL DESCRIPTION:

BEING 40 FEET WIDE), THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID ROAD TO A POINT 92.64 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF ALTON RAILROAD COMPANY; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH AND 92.64 FEET (MEASURED AT RIGHT ANGLES) SOUTHEASTERLY OF SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 604 <sup>16</sup>/<sub>100</sub> FEET TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING 1161 FEET (AS MEASURED ALONG SAID PARALLEL LINE) NORTHEASTERLY OF WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14, THENCE NORTHEASTERLY ALONG A CURVED LINE, CONVEX NORTHERLY AND HAVING A RADIUS OF 700 FEET, A DISTANCE OF 221.22 FEET TO THE NORTHERLY LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 188.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4: A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN NEAR LEMONT, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH SECTION LINE OF SAID SECTION 11, WHICH IS 275.74 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE ON A STRAIGHT LINE OF SOUTH 88 DEGREES 44 MINUTES 21 SECONDS WEST ALONG THE SOUTH LINE OF THE AFORESAID SECTION 11 A DISTANCE OF 100.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 44 MINUTES 21 SECONDS WEST ALONG THE SOUTH LINE OF THE AFORESAID SECTION 11 A DISTANCE OF 35.31 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF THE FORMER CHICAGO AND ALTON RAILROAD; THENCE ON A STRAIGHT LINE OF SOUTH 40 DEGREES 32 MINUTES 40 SECONDS WEST A DISTANCE OF 922.18 FEET ALONG THE SOUTHEASTERLY LINE OF THE FORMER CHICAGO AND ALTON RAILROAD TO A POINT; THENCE NORTHWESTERLY AT A RIGHT ANGLE TO SAID LINE 81 FEET TO A POINT IN A LINE THAT LIES PARALLEL WITH AND 35.00 FEET SOUTHEASTERLY FROM THE CENTER LINE OF RAILROAD'S NORTHBOUND MAIN TRACK; THENCE ON A STRAIGHT LINE NORTH 40 DEGREES 40 MINUTES 32 SECONDS EAST A DISTANCE OF 298.28 FEET ALONG SAID PARALLEL LINE TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 273.35 FEET, BEING THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 11172.53 FEET, A CHORD

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**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1410 008334307 UL  
 STREET ADDRESS: 10605 ARCHER AVE  
 CITY: LEMONT COUNTY: COOK  
 TAX NUMBER: 22-11-100-013-0000

**LEGAL DESCRIPTION:**

BEARING OF NORTH 41 DEGREES 22 MINUTES 35 SECONDS EAST AND A CHORD DISTANCE OF 273.34 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 943.41 FEET, BEING THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5782.86 FEET, A CHORD BEARING OF NORTH 46 DEGREES 45 MINUTES 05 SECONDS EAST AND A CHORD DISTANCE OF 942.39 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID SECTION 11; THENCE ON A STRAIGHT LINE SOUTH 01 DEGREES 18 MINUTES 55 SECONDS EAST A DISTANCE OF 50.19 FEET ALONG THE EAST LINE OF THE AFORESAID SECTION 11 TO A POINT ON THE SOUTHEASTERLY LINE OF THE FORMER CHICAGO AND ALTON RAILROAD; THENCE SOUTHWESTERLY ALONG THE FORMER CHICAGO AND ALTON RAILROAD A DISTANCE OF 466.08 FEET, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3715.64 FEET, A CHORD BEARING OF SOUTH 44 DEGREES 42 MINUTES 59 SECONDS WEST AND A CHORD DISTANCE OF 465.78 FEET TO A POINT OF TANGENCY; THENCE SOUTHWESTERLY ALONG THE FORMER CHICAGO AND ALTON RAILROAD ON A STRAIGHT LINE SOUTH 41 DEGREES 07 MINUTES 34 SECONDS WEST A DISTANCE OF 60.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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