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(United States of America to the Village of Glenview) 1998-07-21 12:12:13

Cook County Recorder 97.90

This Indenture, made this 29day of June
1998, between The United States of America, exting by and through the Department of the Navy, ("Grantor"), and the Viilage of Glenview, an Illinois home-rule municipal corporation, recognized by the Secretary of Defense, through the Office of Economic Adjustment as the Local Redevelopment Authority for the Glenview Naval Air Station ("Grantee"),

WHEREAS, the Secretary of the Navy may convey surplus property at a closing military installation to the Local Redevelopment Authority for economic development purposes pursuant to the power and authority provided by Section 2905 (b)(4) of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510) as amended, and the implementing regulations of the Department of Defense (32 CFR Part 91); and

WHEREAS, Grantee, by application dated September 6, 1996, requested an economic development conveyance ("EDC") of the former Glenview Naval Air Station, consisting of approximately 920 acres located in the County of Cook, State of l'inicis (the "Subject Property") for uses consistent with the 1995 Glenview Naval Air Station Consensus Reuse Plan ("CRP"); and

WHEREAS, a Finding of Suitability to Transfer (FOST) is attached hereto as Exhibit "A". The FOST sets forth the basis for the Navy's determination that the real estate described on Exhibit "B" attached hereto and made a part hereof is suitable for transfer (the "Real Estate"). The Real Estate is a part of the Subject Property. An Environmental Baseline Survey (EBS) report is referenced in the FOST. The EBS sets forth the existing environmental conditions on the Subject Property. The Grantee is hereby made aware of the notifications contained in the FOST and the EBS.

WITNESSETH:

The Grantor, for and in consideration of the sum of One and No/100 Dolla's (\$1.00) to it in hand paid by the Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, conveys and quit claims to the Grantee, its successors and assigns forever, all of its right, title and interest in the Real Estate.

SUBJECT TO:

Covenants, conditions and restrictions of record.

The following additional covenants:

Grantor covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substances or petroleum product remaining on the Real Estate has been taken before the date of transfer to Grantee.

Grantor covenants that all additional remedial action found to be necessary to protect human health and the environment with respect to any known hazardous substances or petroleum product remaining on the Real Estate after the date of transfer shall be performed by the Grantor.

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shall be performed by the Granto BOM 333-CTT

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UNOFFICIAL COPYSTOP 2 Fage 2 of 34 Grantor covenants that it recognizes its obligations under Section 330 of the Department of Defense

Grantor covenants that it recognizes its obligations under Section 330 of the Department of Defense Authorization Act of 1993, as amended, (Pub. L. No. 102-484) and to otherwise meet its obligations under law.

Grantee covenants that the Grantor, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. Grantee agrees to comply with activities of the Grantor in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the Grantor. The Grantor and the Grantee agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and Grantee's or any Sublessee's private operations. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by Grantee.

Grantee covenants for itself, its successors and assigns and every successor in interest to the Real Estate, or any part thereof that Grantee and such successors and assigns shall not discriminate upon the basis of race, color, religion, disability, or national origin in the use, occupancy, sale, or lease of the Real Estate, or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

The information contained in this Notice is required under the authority of the regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability and Compensation Act, as amended (CERCLA or "Superfund") 42 U.S.C. Section 9620 (h). Exhibit "A" contains detailed information concerning the environmental history of specific buildings and areas located on the Parcel which is the subject of this conveyance.

Subject to a certain Memorandum of Agreement entered into by and between the Ilinois State Historic Preservation Officer and the Grantee on January 6, 1998, Grantee shall comply with the provisions of the Standard Architectural Preservation Covenant attached hereto as Exhibit "C".

IN WITNESS WHEREOF, the said Gran authorized Real Estate Contracting Officer thi	tor has caused its name to be signed to these presents by s 292 day of June . 1998.
WITNESS: /)	UNITED STATES OF AMERICA Acting by and through
Repall D. Lot	BY: Real Estate Contracting Officer

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UNOFFICIAL COPSESTORS 2 Page 3 Of 34

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that E 12 Nelson personally known to me to be the Real Estate Contracting Officer and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Real Estate Contracting Officer, he signed and delivered the said instrument pursuant to appropriate authority, as his free and voluntary act and as the free and voluntary act and deed of the United States of America for the uses and purposes therein set

Jeffrey M. Randall Robbins, Salomon & Patt, Ltd. 800 Waukegan Road Suite 200

Glenview, IL 60025

Mail Subsequent Tax Bills To: Paul T. McCarthy, Village Manager

Village of Glenview 1225 Waukegan Road Glenview, IL 60025

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UNOFFICIAL COPSY30992 Page 4 of 34

PERMANENT INDEX NUMBERS:

04-28-402-001

04-28-201-009

04-27-102-010

04-27-103-001

04-28-202-009

04-28-201-005

04-21-401-007

04-21-401-204

04-28-201-606

04-22-302-00+

PROPERTY LOCAPION:

A portion of the former Glerwiew Naval Air Station generally located north of East Lake Avenue, west of Lehigh Avenue, south of Willow Road and East of Greenwood Avenue, in Glerwiew, Illinois.

EXEMPT: Under the provisions of 35 II C3 200/31-45(b)

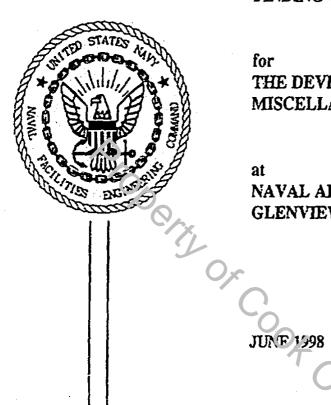
Dated: June 29, 1998

Jeffrey M. Randall And ney

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UNOFFICIAL CORES 0992 Page 5 of 34

FINDING OF SUITABILITY TO TRANSFER



for THE DEVELOPED CORE AREA AND MISCELLANEOUS PARCELS

at NAVAL AIR STATION GLENVIEW, ILLINOIS



Prepared by:

County Clarks SOUTHERN DIVISION NAVAL FACILITIES ENGINEERING COMMAND 2155 EAGLE DRIVE NORTH CHARLESTON, SOUTH CAROLINA 29418

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UNOFFICIAL COPY 10992 Page 16 15 15

FINDING OF SUITABILITY TO TRANSFER
DEVELOPED CORE AREA AND MISCELLANEOUS PARCELS
ON FORMER NAS GLENVIEW

INTRODUCTION AND PURPOSE

This Finding of Suitability to Transfer (FOST) documents my determination, as the responsible Department of Defense (DoD) component official, that the real property and associated improvements known as the Developed Core Area and Miscellaneous Parcels located at the former Naval Air Station (NAS), Glenview, Illinois are suitable for deed transfer to the Village of Glenview. This decision is based on the review of information contained in the Environmental Baseline Survey for Transfer (EBST) for the Developed Core Area and Miscellaneous Parcels, which is attached to this FOST, and the applicable community reuse plan developed by the Village of Glenview. Factors leading to this decision and other pertinent information related to property transfer requirements are stated below.

PROPERTY DESCRIPTION

This FOST applies to certain portions of the former NAS Glenview, hereafter referred to as the Ecveloped Core Area and Miscellaneous Parcels. These parcels are numbered as follows: F001, F002, F003, F004, F009, F016, F051, F062, F071, F100, F107, F112, F116, F124, F125, F132, F144, F152, F185, F196, F192, F193, F500, F501A, F502, S001A, S006, S009, and S015. Adjacent parcels, also addressed in the base-wide Environmental Baseline Sucrey (EBS), are not included in this FOST. The attached EBST for the Developed Core Area and Miscellaneous Parcels contains the complete legal description and appropriate site maps for these parcels. Farcel F001 contains Hangar 1, which is on the National Register of Historic Places. Details are presented in the EBST.

BACKGROUND

NAS Glenview was selected for closure under the Base Realignment and Closure Act (BRAC) of 1990. After 58 years of service, operations ended at the base on 30 September 1995. As a consequence, the Navy no longer needs the real property and associated improvements that comprise the Developed Core Area and Miscellaneous Parcels of this closed facility.

LEGAL REQUIREMENTS

This FOST, the attached EBST, and the quitclaim deed which will effect the proposed transfer, will contain all information required by law to be placed in such real estate transfer documents, namely, the hazardous substance notice and the deed clauses and covenants required under the Comprehensive Environmental Response,

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FOST
Developed Core Area and Miscellaneous Parcels
NAS Glenview
Page 2

Compensation, and Liability Act (CERCLA) and 40 Code of Federal Regulations (CFR) 373.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

On 28 May 1996, a Record of Decision (ROD) was executed in accordance with NEPA requirements after completion of the Environmental Impact Statement (EIS) for Disposal and Reuse of the Naval Air Station, Glenview. The proposed federal action evaluated in the EIS was the disposal, planned reuse, and development of excess Navy property in accordance with the reuse plan developed by the Local Redevelopment Authority (LRA) Village of Glenview which is also responsible for the plan's execution. Under this FOST, the plan calls for a mixed use of the property including the following: retail; federal enclave; sports, leisure, and entertainment; light industrial/commercial, low and moderate density residential; and a roadway. As described in the EBST, land use varies from parcel to parcel in the area surrounding the Developed Core Area and Miscellaneous Parcels.

NOTICE OF HAZARDOUS SUBSTANCES

As required by DoD policy and Section 120 (h)3(A) of the CERCLA Act of 1980 (42 U.S.C. 9620 et. seq.), which applies to the proposed deed transfer of real property waved by the United States, notification will be given as to those hazardous substances and/or petroleum products stored for one year or more, released, or disposed of on the Developed Core Area and Miscellaneous Parcels. This information is included in the EBST and shall be referenced in the transfer deed which will effect transfer of sympership from the United States to the Village of Glenview.

The EBST was based on available records and aerial photographs, personnel interviews, and site inspections, and was prepared to document (i) type and quantity of hazardous substances and petroleum products, or petroleum product derivatives, crored, released, and/or disposed of on the parcels; (ii) time at which any storage, release, or disposal took place; and (iii) remedial action taken (if any).

The EBST documents that the following hazardous substances and petroleum products were stored for one or more years and/or were used on some parcels: petroleum fuel products, antifreeze, deicers (ethylene glycol), pesticides and herbicides, paints, paint thinners and removers, solvents and greases, and janitorial supplies. These substances and products are listed in a table included in the EBST.

FOST
Developed Core Area and Miscellaneous Parcels
NAS Glenview
Page 3

Various releases and/or migration of hazardous substances and petroleum products potentially occurred on the following parcels: F116, S001A, and S015. However, as described in the attached EBST, all such substances were found to be at concentrations meeting applicable federal and state cleanup objectives consistent with the proposed reuse of the parcels. Therefore, these parcels qualify for the 3/Light Green DoD environmental condition of property classification and are suitable for transfer under DoD policy.

Hazardous substances and petroleum products have been released at the following parcels: F001, F002, F003, F004, F009, F015, F051, F071, F100, F107, F124, F125, F192, F500, F501A, S006, and S009. As described in the attached EBST, all remedial actions necessary to protect human health and the environment have been taken at these parcels. Therefore, these parcels qualify for the 4/Dark Green DoD environmental condition of property classification and are suitable for transfer per DoD policy.

OTHER ENVIRONMENTAL ASPECIS OF THE PARCELS

All other known environmental aspects of the transferring property are discussed in the EBST. Such aspects include the presence of asbestos-containing materials (ACM) lead-based paint, radon gas, sensitive habitat, etc. As discussed therein, there are no environmental conditions or concerns which presently make these parcels unsuitable for deed transfer. Regarding asbestos, all parcels are suitable for transfer per Dou policy. Buildings on several parcels contain undamaged, nonfriable asbestos materials. Some parcels include buildings where asbestos materials are friable and damaged; however, such ACM is inaccessible of the building is Parcel F001 contains scheduled for demolition in the reuse plan. accessible, damaged, friable asbestos. The Navy has been advised that prior to reuse of its interior, Building 1 will receive extensive renovation effectively resulting in demolicion of the The Village of interior, including appropriate ACM removal. Glenview understands that it will receive this building with ACM requiring removal prior to reuse. Existing underground ut Mities on subject property including steam lines likely have piping wrapped in ACM, some of which may be damaged and friable. utilities have accessibility, limited to persons having access tools, through eight manholes. The mere presence of such ACM does not constitute a hazardous substance release under CERCLA. Moreover, the Village (LRA) has advised the Navy that all such be demolished during planned redevelopment utilities will activities. Hence, there is no regulatory or DoD policy requirement that such ACM be abated prior to transfer of the property. The Village will be advised via the deed of the possible presence of damaged friable ACM and the need for appropriate

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UNOFFICIAL COPSYS0992 Page 9 of 34

FOST
Developed Core Area and Miscellaneous Parcels
NAS Glenview
Page 4

protective measures should worker access to the utility system be required prior to system demolition. Most of the buildings on the transferring parcels were constructed before 1978 and therefore may contain lead-based paint. According to the reuse plan, none of the buildings on the transferring parcels are for residential use. Most of the transferring parcel's normally occupied structures were surveyed for radon; none had radon levels above action levels. The open land areas have not been found to contain habitats of any listed federally endangered species of animal, bird, or plant. summary, these parcels are suitable for transfer consideration of these other environmental aspects of the property. The quitclaim deed to effect this transfer will provide notice to the transferee of the presence of structures containing asbestos, and that may concain lead-based paint, and the need to take appropriate steps to prevent exposure to asbestos-containing material and lead-based-paint.

This property is not surject to a Federal Facility Agreement or Interagency Agreement.

CERCLA SECTION 120(h)(3) COVENZAT:

In accordance with Sections 120(c)(3)(A) and 120 (h)(4)(D) of CERCLA of 1980 (as amended by the Community Environmental Response Facilitation Act [CERFA] of 1992 and subsequent amendments), the quitclaim deed to be executed for transfer of these parcels will include:

- (i) a covenant warranting that any response action or corrective action found to be necessary after the date of such sale or transfer shall be conducted by the United States; (for Parcels F003, F004, F062, F112, F125, F132, F144, F152, F185, F190, F193, F502)
- (ii) a covenant warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the property has been taken before the date of transfer; (for Parcels F001, F002, F009, F016, F051, F071, F100, F107, F116, F124, F192, F500, F501A, S001A, S006, S003, S015)
- (iii) a covenant warranting that any additional remedial action found to be necessary after the date of such transfer shall be conducted by the United States; (for Parcels F001, F002, F009, F016, F051, F071, F100, F107, F116, F124, F192, F500, F501A, S001A, S006, S009, S015)

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UNOFFICIAL COPSYSUP92 Page 10 of 34

FOST
Developed Core Area and Miscellaneous Parcels
NAS Glenview
Page 5

(iv) a clause granting the United States access to the property in any case in which a response action or corrective action is found to be necessary after such date at such property, or such access is necessary to carry out a response action or corrective action on adjoining property. (for all parcels)

EBST information supports the inclusion of the aforementioned covenants in the required guitclaim deed.

NOTIFICATION OF INTENT TO SIGN A FOST

In accordance with bol and Navy FOST policies, notification of the Navy's intent to sign this FOST has been given to both the Illinois Environmental Protection Agency and Region V of the U.S. Environmental Protection Agency, and to the public via a published notification. All regulator agency and public comments received, as well as the Navy's responses, are attached to this FOST.

CONCLUSION

My review of the applicable EBST supports the determination that the Developed Core Area and Miscellaneous Parcels described in this FOST are suitable for deed transfer with acceptable risk to human health and the environment for the purposes intended as reflected in the LRA's reuse plan. Therefore, the real property described herein is deemed suitable for transfer.

Li June 98 Date V

Capt. William H.Lewis III, CEC USN

Commanding Officer Southern Division

Naval Facilities Engineering Command

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UNOFFICIAL COPY 30992 Page 11 of 34

Parcel 1: That part of Sections 22, 27, and 28, Township 42 North, Range 12, East of the Third Principal Meridian, described as: commencing at the Northwest corner of said Section 34, having Illinois State Plane Coordinates of 1972232.923 North and 1120957.762 East (being also the Northeast corner of Apple Valley Subdivision, a 1120957.762 East (being also the Northeast corner of Apple Valley Subdivision, a subdivision in the East Half of the Northeast Quarter of Section 33, Township 42 North, Range 12. East of the Third Principal Meridian, recorded April 9, 1959 as document #17499302 and corrected August 25, 1959 as document #17639875); Thence North 89' 45' 04" West 1321.09 feet clong the South line of said Section 28 (being also the North line of said Apple Valley Subdivision and the North line of Sunset Terrace Unit B, a subdivision recorded October 3, 1956 as document #16716007 and corrected November 2, 1958 by document #16744830) to the Southwest corner of the East Half of the Southeast Conrter of said Section 28 (said Southwest corner also being the Southeast corner of Belwood Subdivision recorded October 7, 1957 as document #17031289); Thence North 00' 05' 53" East 658.87 feet along the Easterly line of Belwood Subdivision to the Northeast corner thereof; Thence North 89' 45' 04" West 330.58 feet along the North line of said Belwood Subdivision to the West line of the East 5 acres of the North 20 ares of the Southwest Quarter of the Southeast Quarter of said Section 28; Thence North 00' 04' 16" East 659.54 feet along said West line to a point in the South line of the Northwest Quarter of the Southeast Quarter of said Section 28 (said point being the Southeast corner of Pickwick Acres, a subdivision recorded September 13, 1941 us document #12756132); Thence North 00' 04' 34" West 371.26 feet; Thence North 90' 00" East 461.34 feet; Thence North 51' 49' 00" East 637.01 feet; Thence North 43' 47' 17" West 45.00 feet to the point of beginning; Thence South 79' 45' 07" West 160.71 feet; Thence North 22' 05' 51" West 80.49 feet; Thence North 02' 16' 40" East 193.57 feet; Thence South 7i' 51' 51" Jert's Office East 217.96 feet; Thence South 01' 43' 33" East 152.25 feet to the point of beginning, in Cook County, Illinois.

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That part of Sections 22, 27, and 28, Township 42 North, Range 12, East of the Third Principal Meridian, described as: commencing at the Northwest corner of said Section 34, having Illinois State Plane Coordinates of 1972232.923 North and 1120957.762 East (being also the Northeast corner of Apple Valley Subdivision, a subdivision in the East Half of the Northeast Quarter of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, recorded April 9, 1959 as document #17499302 and corrected August 25, 1959 as document #17639875); Thence North 89° 45' 04" West 1321.09 feet along the South line of said Section 28 (being also the North line of solo Apple Valley Subdivision and the North line of Sunset Terrace Unit B. a subdivision recorded October 3, 1956 as document #16716007 and corrected November 2, 1956 by document #16744830) to the Southwest corner of the East Half of the Southeast Quarter of said Section 28 (said Southwest carner also being the Southeast corner of Belwood Subdivision recorded October 7, 1957 as document #17031289); Thence North (0) 05' 53" East 658.87 feet along the Easterly line of Belwood Subdivision to the Northeast corner thereof; Thence North 89' 45' 04" West 330.58 feet along the North line of said Belwood Subdivision to the West line of the East 5 acres of the North 20 acres of the Southwest Quarter of the Southeast Quarter of said Section 28; Thence North 00' 04' 16" East 659.54 feet along said West line to a point in the South line of the Northwest Quarter of the Southeast Quarter of said Section 28 (said point being the Southeast corner of Pickwick Acres, a subdivision recorded September 13, 1941 as document #12756132); Thence North 00' 04' 34" West 741.39 feet to the point of beginning; Thence continuing North 00' 04' 34" West 400.11 feet; Thence North 89' 55' 26" Fast 212.58 feet; Thence South 84' 14' 04" East 74.56 feet; Thence North 89' 45' 24" East 104.72 feet; Thence Southwesterly 113.07 feet along the arc of a circle convex Southeasterly with a radius of 248.60 feet (the chord of said arc bears South 19' 5 29" West 112.09 feet); Thence Southwesterly 220.83 feet along the arc of a circle convex Southeasterly with a radius of 997.27 feet (the chord of said arc bears South 40 10 06" West 220.83 feet); Thence South 42' 28' 37" West 161.91 feet; Thence South 89 55' 26" West 101.28 feet to the point of beginning, in Cook County, Illinois.

Property of County Clerk's Office

That part of Sections 22, 27, and 28, Township 42 North, Range 12, East of the Third Principal Meridian, described as: commencing at the Northwest corner of said Section 34, having Illinois State Plane Coordinates of 1972232.923 North and 1120957.752 East (being also the Northeast corner of Apple Valley Subdivision, a subdivision in the East Half of the Northeast Quarter of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, recorded April 9, 1959 as document #17499302 and corrected August 25, 1959 as document #17639875); Thence North 89' 45' 04" West 1321.09 feet along the South line of said Section 28 (being also the North line of said Apple Valley Subdivision and the North line of Sunset Terrace Unit B. a subdivision recorded October 3, 1956 as document #16716007 and corrected November 2, 1956 by document #16744830) to the Southwest corner of the East Half of the Southeast Quarter of said Section 28 (said Southwest corner also being the Southeast corner of Belwood Subdivision recorded October 7, 1957 as document #17031289); Thence North 00' 05' 53" East 658.87 feet along the Easterly line of Belwood Subdivision to the Northeast corner thereof; Thence North 89' 45' 04" West 330.58 feet along the North line of said Belwood Subdivision to the West line of the East 5 acres of the North 20 acres of the Southwest Quarter of the Southeast Quarter of soid Section 28; Thence North 00' 04' 16" East 659.54 feet along soid West line to a point in the South line of the Northwest Quarter of the Southeast Quarter of said Section 28 (said point being the Southeast corner of Pickwick Acres, a subdivision recorded September 13 1941 as document #12756132); Thence North 00' 04' 34" West 371.26 feet; Thence No. o 90' 00' 00" East 461.34 feet; Thence North 61' 49' 00" East 637.01 feet; Thence Sourn 88' 22' 16" East 779.38 feet; Thence North 00' 39' 50" East 785.74 feet; Thence North 89' 55' 04" West 81.46 feet; Thence North 00' 08' 57" East 185.84 feet; Thence North 90' 00' 00" West 658.31 feet; Thence North 00' 10' 55" East 29.94 feet; Thence North 89' 54' 36" West 14.18 feet to the point of beginning; Thence North 89' 54' 36" West 245.47 feet; Thence North 60' 11' 37" East 355.00 feet; Thence South 89 54' 36" East 245.47 feet; Thence South 00' 11' 37" West 355.00 feet to the point of beginning, in Cook County, 750/1/Co Illinois.

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UNOFFICIAL COPY 30992 Fage 14 of 34

That part of Sections 22, 27, and 28, Township 42 North, Range 12, East of the Third Principal Meridian, described as: commencing at the Northwest corner of said Section 34, having Illinois State Plane Coordinates of 1972232.923 North and 1120957.762 East (being also the Northeast corner of Apple Valley Subdivision, a subdivision in the East Half of the Northeast Quarter of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, recorded April 9, 1959 as document #17499302 and corrected August 25, 1959 as document #17639875); Thence North 89° 45' 04" West 1321.09 feet along the South line of said Section 28 Daing also the North line of said Apple Valley Subdivision and the North line of Sunset Terrace Unit B, a subdivision recorded October 3, 1956 as document #16716007 and corrected November 2, 1956 by document #16744830) to the Southwest corner of the East Half of the Southeast Quarter of said Section 28 (said Southwest corner also being the Southeast corner of Belwood Subdivision recorded October 7, 1957 as document #17031289); Thence North 00' 05' 53" East 658.87 feet along the Easterly line of Belwood Subdivision to the Northeast corner thereof: Thence North 89' 45' 04" West 330.58 feet along the North line of said Belwood Subdivision to the West line of the East 5 acres of the North 20 acres of the Southwest Quarter of the Southeast Quarter of soid Section 28; Thence North 00" 04" 16" East 659.54 feet along said West line to a point in the South line of the Northwest Quarter of the Southeast Quarter of said Section 28 (said point being the Southeast corner of Pickwick Acres, a surdivision recorded September 13, 1941 as document #12756132); Thence North 00' 04' 34" West 371.26 feet; Thence North 90' 00' 00" East 461.34 feet; Thence North 61' 49' 00" East 637.01 feet; Thence South 88' 22' 16" East 963.88 feet; Thence North 20' 53' 37" East 389.31 feet; Thence South 89' 55' 46" East 381.54 feet; Thence North 47' 18' 38" East 274.65 feet; Thence North 27' 17' 29" East 803.55 feet to the point of beginning; Thence South 67' 18' 37" West 373.62 feet; Thence North 22' 37' 01" West 136.54 feet; Thence South 67' 54' 58" West 133.31 feet; Thence North 23' 02' 51" West 189.03 feet; Thence North 89' 59' 39" West 223.38 feet; Thence North (0' 04' 40" East 196.86 feet; Thence North 89' 50' 52" West 206.30 feet; Thence North 00' 04' 57" East 82.75 feet; thence South 89' 50' 52" East 312.22 feet; Thence North 23' 36' 07" West 374.99 feet; Thence North 87' 43' 40" West 189.78 feet; Thence South 02' 55' 33" West 102.58 feet; Thence South 87' 04' 27" East 51.42 feet; Thence South 00' 09' 22" West 120.71 feet; Thence North 89' 50' 38" West 227.51 feet; Thence North 00' 14' 13" East 118.91 feet; Thence North 89' 46' 22" West 409.27 feet; Thence South 01' 40' 05" West 223.63 feet; Thence North 88' 13' 00" West 220.45 feet; Thence North 00' 25' 15" East 216.50 feet; Thence South 89' 45' 29" East 177.88 feet; Thence North 00' 08' 43" East 252.18 feet; Thence North 16' 01' 24" East 250.22 feet; Thence North 81' 48' 33" East 120.37 feet; Thence South 08' 11' 27" East 192.63 feet; Thence North 81' 48' 33" East 94.04 feet; Thence South 71' 28' 55" East 87.31 feet; Thence North 87' 32' 29" East 70.69 feet; Thence North 08' 13' 31" West 170.33 feet; Thence South 70' 34' 32" East 656.57 feet; Thence South 22' 47' 18" East 417.15 feet; Thence North 67' 15' 57" East 239.28 feet; Thence South 22' 42' 25" East 646.55 feet to the point of beginning, all in Cook County, Illinois.

Property of Coot County Clert's Office

UNOFFICIAL COP \$6500992 Page 15 of 34

Parcel 5: That part of Sections 22, 27, and 28, Township 42 North, Range 12, East of the Third Principal Meridian, described as: commencing at the Northwest corner of said Section 34, having Illinois State Plane Coordinates of 1972232.923 North and 1120957.762 East (being also the Northeast corner of Apple Valley Subdivision, a subdivision in the East Half of the Northeast Quarter of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, recorded April 9, 1959 as document #17499302 and corrected August 25, 1959 as document #17639875): Thence North 89' 45' 04" West 1321.09 feet along the South line of said Section 28 (being also the North line of said Apple Valley Subdivision and the North line of Sunset Terrace Unit B, a subdivision recorded October 3, 1956 as document #16716007 and corrected November 2, 1956 by document #16744830) to the Southwest corner of the East Half of the Southeast Quarter of said Section 28 (said Southwest corner also being the Southeast corner of Belwood Subdivision recorded October 7, 1957 as document #17031289); Thence North 00' 05' 53" East 658.87 feet along the Easterly line of Belwood Subdivision to the Northeast corner thereof: Thence North 89" 45" 04" West 330.58 feet along the North line of said Belwood Subdivision to the West line of the East 5 acres of the North 20 acres of the Southwest Quarter of the Southeast Quarter of said Section 28; Thence North 00' 04' 16" East 659.54 feet along said West line to a point in the South line of the Northwest Quarter of the Southeast Quarter of said Section 28 (said point being the Southeast corner of Fickwick Acres, a subdivision recorded September 13, 1941 as document #12756132); Trance North 00' 04' 34" West 371.26 feet; Thence North 90' 00' 00" East 461.34 feet; Thence North 61' 49' 00" East 637.01 feet; Thence South 88' 22' 16" East 779.38 reet; Thence North 00' 39' 50" East 785.74 feet; Thence North 89' 55' 04" West 81.46 feet; Thence North 00' 08' 57" East 185.84 feet; Thence North 90' 00' 00" West 658.31 leet; Thence North 00' 10' 55" East 29.94 feet; Thence North 02' 05' 41" West 355.26 feet; Thence North 00' 11' 37" East 893.04 feet; Thence North 01' 18' 36" East 42.85 feet to the point of beginning: Thence continuing North 01' 18' 36" East 289.90 feet; Thence North 64' 38' 10" East 131,44 feet; Thence South 20' 27' 32" East 342.82 feet; Thence South 84' 11' 43" West 246.49 feet to the point of beginning, all in Cook County, OFFICO Illinois.

Property of Cook County Clerk's Office

That part of Sections 21, 22, 27 and 28, Township 42 North, Range 12, East of the Third Principal Meridian, described as: commencing at the Northeast corner of the West Half of the Northeast Quarter of said Section 28, having Illinois State Plane Coordinates of 1977518.464 North and 1119645.401 East; Thence South 89' 52' 35" East 330.00 feet; Thence North 00' 07' 37" East 330.00 feet; Thence South 89' 52' 35" East 785.00 feet to the point of beginning; Thence continuing South 89' 52' 35" East 133.76 feet; Thence South 00' 07' 25" West 141.96 feet; Thence South 32" 57" 52" East 184.49 feet; Thence South 00' 28' 40" East 101.76 feet; Thence South 90' 00" West 57.11 feet; Thence North 24' 00' 00" West 10.89 feet; Thence South 89' 48' 19" West 60.55 feet; Thence North 00' 05' 16" West 29.53 feet; Thence North 89' 54' 44" East 12.77 feet; Thence North 00' 13' 15" West 24.56 feet; Thence North 89' 46' 45" East 14.58 feet; Thence North 00' 13' 15" West 4.95 feet; Thence North 89' 46' 45" East 7.12 feet; Thence North 24' 00' 00" West 142.20 feet; Thence North 89' 38' 31" West 31.92 feet; Thence North 00' 08' 55" West 35.27 feet; Thence North 89' 51' 05" East 6.7% feet; Thence North 00' 31' 50" East 9.46 feet; Thence South 89' 28' 10" East 5.15 eet; Thence North 24' 00' 00" West 169.80 The Clarks Office feet to the point of beginning, all in Cook Courty, Illinois.

Property of Coot County Clark's Office

Parcel 7: That part of Sections 21, 22, 27 and 28, Township 42 North, Range 12. East of the Third Principal Meridian, described as: commencing at the Northeast corner of the West Half of the Northeast Quarter of said Section 28, having Illinois State Plane Coordinates of 1977518.464 North and 1119645.401 East; Thence South 89' 52' 35" East 142.50 feet; Thence North 00' 07' 37" East 330.00 feet; Thence South 89' 52' 35" East 1188.00 feet to the point of beginning; Thence North 00' 07' 37" East 811.53 feet; Thence South 89' 28' 34" East 125.09 feet; Thence South 00' 31' 26" West 148.40 feet; Thence North 89' 24' 36" East 209.36 feet; Thence South 00' 27' 41" West 414.96 feet; Thence Southwesterly 360.11 feet along the arc of a circle convex No trivesterly with a radius of 455.31 feet (the chord of said arc bears South 42' 44' 01" West 350.79 feet); Thence South 23' 18' 12" West 176.79 feet; thence South 08' 43' 01" East 158.37 feet; Thence South 36' 57' 05" East 35.12 feet; Thence North 81' 27' 26" Fast 34.73 feet; Thence North 66' 08' 19" East 296.21 feet; Thence North 21' 18' 50' West 100.89 feet; Thence North 66' 53' 57" East 83.91 feet; Thence South 20' 59' 26" East 100.24 feet; Thence North 66' 03' 00" East 167.40 feet; Thence North 23' 25' 45" West 101.07 feet; Thence North 66' 11' 38" East 423.87 feet; Thence South 23' 48' 13" East 538.75 feet; Thence South 66' 05' 35" West 1067.45 feet: Thence North 22' 45' 19" West 450.46 feet: Thence Northeasterly 23.46 feet along the arc of a circle convex Southeasterly with a radius of 45.40 feet (the chard of said arc bears North 15' 10' 50" East 23.20 feet); Thence North 10' 13' The Clark's Office 22" West 140.17 feet; Thence North 00' 07 37" East 215.10 feet to the point of beginning, all in Cook County, Illinois.

Proberty of Cook County Clerk's Office

UNOFFICIAL COPS%30992 Page 18 of 34

That part of Sections 21, 22, 27 and 28, Township 42 North, Range 12, () East of the Third Principal Meridian, described as: commencing at the Northeast Gorner of the West Half of the Northeast Quarter of said Section 28, having Illinois State Plane Coordinates of 1977518.464 North and 1119645.401 East; Thence South 289° 52′ 35″ East 142.50 feet; Thence North 00° 07′ 37″ East 330.00 feet; Thence South 89' 52' 35" East 1188.00 feet; Thence North 00' 07' 37" East 989.15 feet to the center line of the South Half of Section 22 aforesaid; Thence South 89' 53' 21" East along aforesaid center line 951.18 feet to the point of beginning; Thence continuing South 89' 53' 21" East along aforesaid center line 373.93 feet; Thence South 16' 24' 36" East 549.30 feet; Thence South 65' 59' 18" West 515.96 feet; Thence North 26' 00' 23" West 377.35 feet; Thence North 64' 00' 44" East 209.52 feet; Thence North 66' 17' 28" East 67.22 feet; Thence North 26' 57' 35" West of bey

Or Cook County Clarks Office 313.71 feet to the point of beginning, all in Cook County, Illinois.

Property of Cook County Clerk's Office

UNOFFICIAL COPYO992 Page 19 of 34

STANDARD ARCHITECTURAL PRESERVATION COVENANT

Consistent with a certain Memorandum of Agreement entered into by and between the Illinois State Historic Preservation Officer and the Grantee on January 6, 1998 (the "MOA"), a copy of which MOA is attached hereto as Exhibit No. 1. Grantee hereby covenants on behalf of itself, its successors and assigns, to the Illinois State Historic Preservation Officer (SHPO) to preserve and maintain Building Number 1 located at NAS Glenview, County of Cook, State of Illinois, more particularly described as (legal description), in a manner that preserves and maintains the attributes that contribute to the eligibility of Building Number 1, of which said real property is a part, for the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined by the Librois SHPO, and views from, to, and across the property. Grantee further covenants as follows:

- 1. Consistent with the MOA, Building Number 1 will be preserved and maintained in accordance with The Secretary & Interior's Standards for Rehabilitation and Guidelines for Rehabilitation Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken or Building Number 1 that would materially affect the integrity or the appearance of the attributes described above without the prior written permission of the lilinois State Historic Preservation Officer (SHPO), and signed by a fully authorized representative thereof, consistent with the MOA.
- 2. Consistent with the MOA, upon acquisition of the property, the Grantee will take prompt action to secure the property from the elements, vandalism, and arson, and will undertake any stabilization that may be required to prevent deterioration.
- during construction or ground-disturbance activities, work shall cease in the immediate area until the SHPO is consulted and provided written permission to recommence work. Should the SHPO require, as a condition of the granting of such permission, that the Grantee conduct ar beological survey data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the archeological resources the Grantee shall, at his/ner/us own expense, conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the SHPO may specify, including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with the Native American or other organizations, and reinterment of human remains, consistent with the MOA.
- 4. Consistent with the MOA, the Grantee will allow the Illinois SHPO or his/her designee, at all reasonable times and upon reasonable advance notice to Grantee, to inspect Building Number 1 in order to ascertain whether Grantee is complying with the conditions of this preservation covenant.

UNOFFICIAL COPSY30992 Page 20 of 34

- 5. Consistent with the Marketing Period as referred to in the MOA, the Grantee will provide the Illinois SHPO with a written summary of actions taken to implement the provisions of this preservation covenant.
- 6. Failure of the Illinois SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the Illinois SHPO of any other right or remedy or the invocation of such right or remedy consistent with the MOA.
- 7. In the event of a violation of this covenant, the Illinois SHPO shall have all rights available to him consistent with the MOA.

To the extent provided in the MOA, this covenant is binding on Grantee, its successors and assigns. The resolutions, stipulations and covenants contained herein shall be inserted by Grantee, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in Building Number 1, or any part thereof, consistent with the MOA.

UNOFFICIAL COPY 30992 Fage 21 of 34

Glenview Naval Air Station Hangar 1 Legal Description

That part of Sections 22, 27, and 28, Township 42 North, Range 12, East of the Third Principal Meridian, described as: commencing at the Northwest corner of said Section 34. having Illinois State Plane Coordinates of 1972232.923 North and 1120957.762 East also the Northeast corner of Apple Valley Subdivision, a subdivision in the East Half of the Northeast Quarter of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, recorded April 9, 1959 as document #17499302 and corrected August 25, 1959 as document #17639875); thence North 89° 45' 04" West 1321.09 feet along the South line of said Section 28 (being also the North line of said Apple Valley Subdivision and the North line of Sunset Terrace Unit B, a subdivision recorded October 3, 1956 as document #16716007 and corrected November 2, 1956 by document #16744830) to the Southwest corner of the East Half of the Southeast Quarter of said Section 28 (said Southwest corner also being the Southeast corner of Belwood Subdivision recorded October 7, 1957 as document #17031289); thence North 00° 05' 53" East 658.87 feet along the Easterly into of Belwood Subdivision to the Northeast corner thereof; thence North 89° 45' 04" West 30.58 feet along the North line of said Belwood Subdivision to the West line of the East 5 acras of the North 20 acres of the Southwest Quarter of the Southeast Quarter of said Section 75; Lience North 00° 04' 16" East 659.54 feet along said West line to a point in the South line of the Northwest Quarter of the Southeast Quarter of said Section 28 (said point being the Southeast corner of Pickwick Acres, a subdivision recorded September 13, 1941 as document \$12,56132); thence North 00° 04' 34" West 371.26 feet; thence North 90° 00° 00° East 461.34 feet; thence North 61° 49' 00° East 637.01 feet; thence South 88° 22' 16" East 963. 38 feet; thence North 20° 63' 37" East 389.31 feet; thence South 89° 55' 46" East 381.54 (er: thence North 47° 18' 38" East 274.65 feet; thence North 27° 17' 29" East 803.65 feet thence North 22° 42' 25" West 26.37 feet; thence South 67° 17' 35" West 31.06 feet to a point on the outside face of an existing building being also the point of beginning; thence (this course and the remaining courses hereinafter described follow the outside face of the afologic building) South 22° 27' 03" West 9.03 feet; thence South 67° 53' 56" West 9.06 feet; thence North 66° 50' 34" West 9.05 feet; thence North 22° 26' 36" West 4.69 feet; thence Jouth 67° 33' 24" West 47.66 feet; thence South 22° 26' 37" East 0.35 feet; thence South 68° 05' 23" West 3.01 feet; thence North 66° 51' 31" West 1.40 feet; thence North 22° 26' 37" West 0.40 feet; thence South 67° 33' 24" West 100.00 feet; thence South 1.2° 26' 37" East 0.40 feet; thence South 25° 44' 46" West 1.50 feet; thence South 67° 18' 55" West 143.68 feet; thence North 22° 37' 09" West 124.55 feet; thence South 67° 22' 51" West 3.00 feet; thence South 22° 37' 09" East 3.35 feet; thence South 67° 11' 19" Most 44.71 feet; thence North 22° 37' 09" West 3.50 feet; thence South 67° 22' 51" West 63.44 feet; thence North 22° 37' 09" West 61.52 feet; thence North 67° 22' 51" East 131.15 feet; thence North 22° 37' 09" West 42:25 feet; thence North 67° 22' 51" East £0.85 feet; thence North 22° 37' 09" West 127.15 feet; thence North 67° 22' 51" East 26 53 (eat; thence North 22° 37' 09" West 68.27 feet; thence North 67° 22' 51" East 8.05 (e.g.) thence North 22° 37' 09" West 31.70 feet; thence North 67° 22' 51" East 17.82 feet; thence North 22° 37' 09" West 17.05 feet; thence North 67° 22' 51" East 9.68 feet; thence North 23° 12' 20" West 107.50 feet; thence South 61° 29' 38" West 2.00 feet; thence North 22° 42' 55" West 4.00 feet; thence North 67° 17' 05" East 2.90 feet; thence South 70° 54' 18" East 1.50 feet; thence South 22° 42' 55" East 0.40 feet; thence North 67° 17' 05" East 100.00 feet; thence North 22° 42' 55" West 0.40 feet; thence North 21º 42' 00" East 1.40 feet; thence North 66° 45' 05" East 3.01 feet; thence South 22° 42' 55" East 0,35 feet; thence North 67° 17' 05" East 47.82 feet; thence North 22° 42' 55" West 5.15 feet; thence North 21° 41' 03" East 9.05 feet; thence North 66° 56° 33° East 9.06 feet; thence South 67° 36' 34° East 9.03 feet; thence South 22° 49' 28" East 9.05 feet; thence South 22° 32' 43" West 8.87 feet; thence South 67° 17' 05" West 5.25 feet; thence South 22° 43' 45" East 36.93 feet; thence North 67° 16" 15" East 0.67 feet; thence South 22° 43' 45" East 20.99 feet; thence South 67° 16' 15" West

UNOFFICIAL COP \$630992 Fage 23 of 34

Glenview Naval Air Station Hangar I Legal Description

0.67 fast; thence South 22° 37' 13" East 69.37 fast; thence South 67° 22' 47" West 58.00 feet; thence South 22° 37' 13" East 0.40 feet; thence South 67° 22' 47" West 1.97 feet; thence South 22° 37' 13" East 100.00 feet; thence North 67° 22' 47" East 1.90 feet; thence South 22° 37' 13" East 2.71 feet; thence North 67° 22' 47" East 38.22 feet; thence South 22° 41' 44" East 50.22 feet; thence South 67° 18' 16" West 3.01 feet; thence South 22° 34' 46" East 21.98 feet; thence North 67° 32' 12" East 3.01 feet; thence South 22° 44' 48" East 50.22 feet; thence South 67° 27' 42" West 37.37 feet; thence South 22° 32' 18" East 2.71 feet; thence South 67° 27' 42" West 1.90 feet; thence South 22° 32' 18" East 100.00 feet; thence North 67° 27' 42" East 1.97 feet; thence South 22° 32' 18" East 0.40 feet; thence North 67° 27' 42" East 58.00 feet; thence South 22° 32' 18" East 59.37 feet; thence North 67° 34' 13" East 0.67 feet; thence South 22° 32' 47" East 36.93 feet; thence South 67° 34' 13" West 0.67 feet; thence South 67° 42' 14" East 8.87 feet; thence North 67° 33' 24" East 5.25 feet; thence South 67° 42' 14" East 8.87 feet; thence South 22° 20' 03" East 9.05 feet to the point of confining, all in Cook County, Illinois.

Containing 131,953 square feet or 3.03 acras, more or less.

ORDER NO.

K: YOURS\###155 OPG

SCALE: DATE: ADDRESS: Inch = 500 Fee!

TROFRED BY: MILLAGE OF CLENYEW

UNOFFICIAL COPYS0992 Page 23 of 34 HANGAR GREMLEY & BIEDERMANN, INC. ILLINOIS LAND SURVEYORS CEMTERIJHE OF ! Chicogo, Minois 59030 4505 N. Elston Avenue Fax: (773) 286 4154 Tetrohono: (173) 985-5102 STATE PLANE COORDINATES SHOWN HEREON ARE NEEDOS FAST ZONE NAD TREATHES MONTHERT CLEAVER 2 AND THE VILLAGE OF GENVER MONTHERTS 12, 19 & 34 WHILE USED AS CONTROLLING MONTHERTS. THE SCALE FACTOR USED TO DEVELOP THE COORDINATES IS 0,599999706 BUT COMBRIED FACIOR USED IS C.99956749 Open Co 603 381.54 S.89'55'46"E 55.0 ICK (*.C) 98.4.8g sae 4.2.15 E 657.01 E N90'00'00'E OUNT CLOTT'S 461.34 371.26 voc.04'3*"w 659.54 N89"45"04"W 330.58 POINT OF COMMENCEMENT FOR 400°05'53"E BALLWOOD LANG HANGAR 1 PARCEL BELLWOOD NW CORNER OF SECTION 34 **PORMEGIZ** N 1972252.923 N8975'04"W SELL NOOD 14N E 1120957.762 1321.09 28 stoje 34 Checked | Drown <u>982188</u>

Page 3 of 3

EAST -- LAKE -- AVENUE

UNOFFICIAL COPYS630992 Page 24 of 34

MEMORANDUM OF AGREEMENT among THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER and THE VILLAGE OF GLENVIEW, ILLINOIS regarding Hangar # 1 at the former NAVAL AIR STATION (NAS) GLENVIEW, ILLINOIS

WPEREAS, on January 24, 1996, the Department of the Navy (the "Navy"), the Illinois State Historic Preservation Officer ("SHPO") and the Advisory Council on Historic Preservation ("Council") executed a Programmatic Agreement ("PA") for the base closure and disposal of the Plaval Air Station Glenview, Illinois ("NAS Glenview"); and

WHEREAS, the Village of Glenview was invited to concur in the PA, and did so concur, and

WHEREAS, on July 17, 1977, the Navy and the Village of Glenview, as the approved Local Redevelopment Amnority, executed a Memorandum of Agreement providing for an Economic Development Conveyance of a portion of the former NAS Glenview (the "Glenview Property") by the Navy to the Village of Glenview, pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510, as amended, and the implementing regulations of the Department of Defense (32 C.F.R. Part 91); and

WHEREAS, the Navy has determined that the closure and disposal of portions of NAS Glenview will have an effect upon that certain portion of the Glenview Property known as Hangar # 1, which is a property eligible for listing in the Navonal Register of Historic Places (hereinafter referred to as the "Historic Property"); and

WHEREAS, the Historic Property is located in that portion of NAS Glenview being conveyed to the Village of Glenview and, thus, is not being offered for public sale by the Navy as provided in Stipulation IX of the PA; and

WHEREAS, in accordance with Stipulation I of the PA, the Navy was to encourage the new property owner of the Historic Property, in consultation with the SHPO, to develop a plan for the adaptive reutilization of the Historic Property consistent with the protective covenants attached to the PA; and

WHEREAS, in 1995, the Village of Glenview, after receiving input from the public, prepared a "Consensus Reuse Plan" that provides for the adaptive reuse of the Historic Property as a mixed use facility, and for the reorientation of arterial roadways to strengthen

UNOFFICIAL COPY8630992 Page 25 of 34

the location and enhance the feasibility of the reuse and rehabilitation of the Historic Property; and

WHEREAS, the appraiser for the Department of the Navy, National Valuation Consultants, on July 1, 1996, concluded in its appraisal report to the Department of the Navy that the Historic Property "lacks economic value to a private-sector business" and that the only apparent options for the Historic Property are either (1) "acquisition by a historic foundation," if financing can be secured for acquisition and operating costs; or (2) "demolition"; and

WHEREAS, the Village of Glenview subsequently has determined that the adaptive reuse of the Historic Property contemplated in the Consensus Reuse Plan may not be feasible (up to access problems and other market constraints caused by the interior location of the Historic Property within the Glenview Property, which interior location is not accessed by any major arterial roadways, and also due to the high cost of remediation that may not be justified economically by current or reasonably forecasted market rent; and

WHEREAS. Section 8 of Appendix 3 to the PA provides that the Village of Glenview "may open its own constitution with the [SHPO] " " in order to develop its own Memorandum/Programmatic / greement concerning the maintenance, repair, interim and long-term protection, and management of the historic property following disposal/transfer by the Navy"; and

WHEREAS, the Village of Glanvic v has agreed to assume the rights, responsibilities and obligations of the Navy under the PA and to consult with the SHPO as provided in Section 8 of Appendix 3 to the PA, and

WHEREAS, the parties acknowledge that this Memorandum of Agreement ("MOA") is not intended to provide the Village of Glenview with any greater rights than the Navy has under the PA; and

WHEREAS, the Village of Glenview intends to market the Historic Property pursuant to the Consensus Reuse Plan.

NOW, THEREFORE, for and in consideration of the premises contained herein, the SHPO and the Village of Glenview agree as follows:

STIPULATIONS

1. Commencing promptly after full execution of this MOA and continuing for a period of one (1) year (the 'Marketing Period'), the Village of Glenview shall market the Historic Property at its sole expense in accordance with the marketing plan attached hereto as <u>Appendix A</u> (the 'Marketing Plan') and incorporated herein by reference.

- 2. The Village of Glenview shall have the right to market the Historic Property to third parties by whatever methods it deems appropriate, including but not limited to advertisements, press releases and solicitations, provided, that the use and content of all advertising, press releases and solicitation materials shall be subject to the SHPO's approval, which approval shall not be unreasonably withheld, conditioned or delayed. The SHPO shall have thirty (30) days from the date of receipt of a request by the Village of Glenview to review and comment upon such materials. In the absence of a response by the SHPO during said thirty day period, the SHPO shall be deemed to have concurred with the materials.
- 3. During the Marketing Period, the Village of Glenview and its designated representative(s) shall cooperate with the SHPO, and keep it apprised of the status of the marketing afterts and provide the SHPO, in writing, with quarterly updates or updates as may be requested by the SHPO.
- 4. The Village of Glenview shall not enter into any binding purchase and sale agreement with a third purity for the sale of the Historic Property unless such purchase and sale agreement and related transfer documents obligate the purchaser to adhere to the terms of the covenants which are to be placed on the Historic Property pursuant to the PA and further provide that:
 - a. Purchaser shall agree to take on ongoing responsibility for all repairs to the Historic Property that are caressary to prevent deterioration of the Historic Property or demolition by neglacy of the Historic Property.
 - b. Any plans for alteration of the Historic Property must be reviewed and approved in advance pursuant to the Jerms of this MOA.
 - c. The purchaser shall, prior to any modifications being made to the Historic Property, prepare Historic American Building Survey ("HABS")/Historic American Engineering Record ("HAER") documentation of the Historic Property in accordance with the guidelines established by the National Park Service and shall submit such documentation to the National Park Service for its review and acceptance.
 - d. At the time of submission of the HABS/HAER documentation to the National Park Service, the purchaser also shall provide a duplicate original of the HABS/HAER documentation to the SHPO for its records.
 - e. If the National Park Service, or any other federal agency, declines to accept HABS/HAER documentation, then such documentation shall be provided to the Illinois HABS/HAER in accordance with Illinois requirements.

UNOFFICIAL COPY8630992 Page 27 of 34

- 5. In the event that the Village of Glenview is unable to secure a purchaser for the Historic Property, consistent with the Consensus Reuse Plan, during the Marketing Period, as evidenced by a valid, binding and legally enforceable purchase and sale agreement signed by a financially qualified purchaser, then the Village of Gienview shall have the right, but not the obligation, to undertake any of the following actions in consultation with the SHPO:
 - a. Modify or waive the requirement(s) of the Secretary of Interior Standards to rehabilitate or maintain the Historic Property in such a way as to preserve one or more specified character-defining attributes; or,
 - b. If marketing with these changes fails, the VIIIage of Glenview has the right to transfer the Historic Property without a preservation covenant; or,
 - c. Denotish the Historic Property if the Village of Glenview is able to demonstrate to the reasonable satisfaction of the SHPO that there is no reuse alternative that is feasible from an architectural or economic perspective within would permit retention of the Historic Property as it exists as of the date of this Agreement or in any other form which permits its historic and cultural values to be understood.

In the event the Village of Glenview elects to undertake the action set forth in 5c., the Village of Glenview shall request approval of such demolition in writing and the SHPO shall have forty-five (45) days from the receipt or such request for approval to object. If the SHPO does not respond within said forty-five day period, then approval shall be deemed to have been granted. In the event, the Village of Glenview elects to demolish or otherwise modify the Historic Property pursuant to 5c, then it shall, prior to any modifications being made to the Historic Property, prepare Historic American Building Survey ("HABS")/Historic American Engineering Record ("HAER") documentation of the Historic Property in accordance with the guidelines established by the National Park Service and shall submit such documentation to the National Park Service for its review and acceptance. At the time of submission of the HABS/HAER documentation to the National Park Service, the Village of Glenview also shall provide a duplicate original of the HABS/HAER documentation to the SHPO for its records. If the National Park Service, or any other federal agency, declines to accept HABS/HAER documentation, then such documentation shall be provided to the Illinois HABS/HAER in accordance with Illinois requirements.

6. The Village of Glenview agrees that it shall not commence any alterations or renovations of the Historic Property, nor shall it demolish, raze, or remove all or any part of the Historic Property, prior to the end of the Marketing Period.

UNOFFICIAL COPY 8630992 Page 28 of 34

7. During the Marketing Period, the Village of Glenview shall preserve and maintain the Historic Property in accordance with the following standards (the 'Mothballing Standards'):

- a. The Village of Glenview shall inspect the Historic Property for structural damage promptly after any major weather event (heavy snow, thunderstorms, hail storms, etc.) and, in any event, not less than once per calendar month.
- b. All broken windows shall promptly be replaced, covered or sealed.
- c. Damaged or deteriorated roof, window or door areas that allow water, snow or other destructive elements to enter the Historic Property or that provide ready access to the Historic Property by vandals or animals shall promptly by repaired or closed by temporary means.
- d. Any silvitural support damage that adversely affects the structural integrity of the Historic Property shall be referred to an engineer or architect familiar with both the principles of historical structural design and modern shoring systems for design of a structural support system, if said engineer or architect confirms that such a system is necessary to preserve the structural integrity of the Historic Property. Such system shall be subject to the approval of the SHPO, which consent shall not be unreasonably withheld, conditioned or delayed. If no response is received from the SHPO within ten (10) days of its receipt of the structural support system design, then the support system design shall be disemed to have been approved. Upon approval, the Village of Glenview promptly shall cause the design to be implemented at its sole cost and expense.

The parties to this MOA agree that the Village of Gler view shall have no obligations to preserve and maintain the Historic Property other than as set forth in this provision.

- 8. The Village of Glenview shall not undertake or cause to be undertaken any of the following actions without the express written approval of the SHPO, which approval shall not be unreasonably withheld, conditioned or delayed:
 - a. any affirmative action that could reasonably be expected to adversary affect the structural integrity of the Historic Property.
 - any proposed changes or alterations in the exterior facades or interior elements of the Historic Property, including partial removal, construction, renovation, remodeling or other physical or structural changes.

c. place or display any sign, billboard or advertisement on the Historic Property except temporary signs or advertisements for the purposes of marketing the Historic Property.

Requests for approval under this paregraph shall be evaluated in accordance with <u>The Secretary of the Interior's Standards for Treatment of Historic Properties</u> (National Park Service 1992) and <u>The Secretary of the Interior's Guidelines for Rehabilitating Historic Buildings</u> (National Park Service 1990), as such Standards and Guidelines may be amended from time to time.

- 9. The SHPO and its respective designated representatives shall be permitted during normal business hours to inspect the Historic Property, including the interior portions thereof, in order to ascertain whether the conditions contained in this MOA are being observed, as long as such inspections do not unreasonably interfere with the use, operations, construction or repairs of the Historic Property.
- 10. The Village of Clenview agrees to support the nomination of Hangar #1, the Historic Property, to the National Register of Historic Places and shall not object to the listing of Hangar #1 by the Navy.
- 11. Execution of this MOA considers acknowledgment by the parties that (I) effects of the adaptive reuse plan contemplated in the Consensus Reuse Plan on the Historic Property have been taken into account and that the SHPO has been afforded an opportunity to comment on such effects, (ii) the Historic Property currently is structurally sound, and (iii) the Navy, as of the last date set forth below, has met the Mothballing Standards with respect to the Historic Property.
- 12. This MOA shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives.
- 13. This MOA may be executed in multiple counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same MOA.

IN WITNESS WHEREOF, as of the last date written below, the parties hereto have caused their respective duly-authorized representatives to execute this MOA on their behalf, intending to be legally bound by the terms hereof.

ILLINOIS STATE HISTORIC PRESERVATION OFFICER:

William Wheeler, Illinois SHPO

Date

VILLAGE OF GLENVIEW, ILLINOIS

Property of Cook County Clark's Office

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APPENDIX A

MARKETING PLAN

Subject to the restrictions and limitations set forth in the MOA to which this <u>Appendix</u> A is attached, the Village of Glenview shall market the Historic Property in accordance with the following Marketing Plan:

A. MARKET STUDY

The Village of Glenview shall retain a reputable marketing firm familiar with the Chicago market and the market for historic properties generally to conduct a Market Study relative to potential users of the Historic Property in order to determine the market pool for financially qualified purchasers. The Market Study shall be consistent in form and process with market studies for multi-use projects generally conducted in the Chicago, Illinois market and shall:

- analyze the coisting physical, economic and regulatory conditions affecting the Historic Property, and
- analyze the financial feasibility, market viability/potential and general community acceptance of each alternative reuse concept set forth in the Consensus Reuse Plan.

B. TARGETED MARKETING

Using the results of the Market Study, the Village of Glenview shall attempt to identify potential purchasers and shall make direct contact with such potential purchasers by telephone and/or in writing to ascertain whether they may be interested in acquiring the Historic Property. The Village of Glenview shall maintain written records of each potential purchaser it contacts, including date of contact, result of initial contact and follow-up history. The Village of Glenview may, in its sole discretion and at its sole expense, retain one or more reputable national or Chicago-area real estate prokreage firms to assist with its Targeted Marketing efforts.

C. GENERAL MARKETING

The Village of Glenview shall place advertisements in such newspapers, magazines, base closure industry publications, real estate industry publications, historic preservation publications and other publications as the Village of Glenview, in its sole discretion, deems reasonably likely to reach potential purchasers of the Historic Property.

In addition, the Village of Glenview may, but shall be under no obligation to, issue one or more press releases about the Historic Property that are designed to reach and create interest in potential purchasers. The Village of Glenview or its representatives may hold seminars, participate in various industry conferences or take other similar measures in an attempt to create interest in the purchase of the Historic Property. The Village of Glenview shall maintain written records of each potential purchaser it contacts, including date of contact, result of initial contact and follow-up history. The Village of Glenview may, in its sole discretion and at its sole expense, retain one or more reputable national or Chicagoarea advertising firms to assist with its General Marketing efforts.

In addition, any Marketing Plan developed by the Village of Glenview shall, at a minimum, include the following:

- Clear, representative photographs of the property;
- 2. A floor plan indicating available square footage;
- 3. A map showing the historic property's location on NAS Glenview,
- 4. Information about the property's historical significance;
- 5. Notification of the requirement for the inclusion of protective covenants in transfer documents;
- 6. A distribution list of potential purchasers or transferees
- 7. An advertising plan and schedule;
- 8. A schedule for receiving and reviewing offers; and
- 9. In the event that Hangar #1 has been nominated to and accepted by the National Register of Historic Places, information concerning tax benefits and other monetary advantages will be provided in the Marketing Plan.

The offers received by the Village of Glenview in response to the Marketing Planshall be reviewed in consultation with the SHPO.

UNOFFICIAL COPSYS0992 Page 33 of 35

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9 AFFIDAVIT - METES AND BOUNDS	
G STATE OF SOUTH CAROLINA) SS SCOUNTY OF CHARLESTON)	
	RECORDERS STAMP
E.R. Nelson, Jr.	he Real Estate Contracting Officer, being duly sworn on oath, states
	ston and that the property conveyed to the Village of Glenview via s comprised of a parcel of five (5) acres or more in size and to the best e any new streets or easements or access.
AFFIANT further states that he/she m County, State of Illinois, to accept the attach	nakes das affidavit for the purpose of inducing the Recorder of Cook ed deed for recording.
	AFFIANT AFFIANT
SUBSCRIBED AND SWORN TO BEFORE this 624 day of feeley 1998.	EME
MOTARY PUBLIC	
HOTARY PUBLIC FOR SOUTH CAROLINA Uy commission expues November 29, 2003	Co

UNOFFICIAL COPSYSUP 92 Page 34 of 34

STATEMENT BY GRANTOR AND GRANTEE

Grantee on the deed or assignment of beneficial interest natural person, an Illinois corporation, or foreign corporation and hold title to real estate in Illinois, a partnership au	oration authorized to do business or acquire thorized to do business or acquire and hold	
title to real estate under the laws of the State of Illinois.		
Dated: 6 July 1998	Grantor by its Real Estate	
SUBSCRIZZD AND SWORN TO	Contracting Officer	
SUBSCRIBED AND SWORN TO before me this 23 day of Jeeley 1998		

That Grantee or his agant affirms and verifies that the name of the Grantee shown on the deed or assignment of beneficial irrejest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do busin ss or acquire and hold title to real estate in Illinois, or other entity recognized as a persona or authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: Grant e' E its Village Attorney

SUBSCRIBED AND SWORN TO

before me this what day of July

Notary Public

"OFFICIAL SEAL" Notary Public, State of Illinois My Commission Expirts Stat 25, 2001

NOTE: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Act.)

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