

**VILLAGE OF VERNON HILLS  
ORDINANCE 2024-102**

**AN ORDINANCE AUTHORIZING RESTATED REAL ESTATE EXCHANGE AND  
ACCESS AGREEMENT ALLOWING FOR THE EXCHANGE OF PROPERTIES  
BETWEEN THE VILLAGE OF VERNON HILLS AND THE VERNON HILLS PARK  
DISTRICT – 7 PHILLIP ROAD AND 1400 INDIANWOOD DRIVE PROPERTIES**

**WHEREAS**, the Village of Vernon Hills, County of Lake, State of Illinois (“the Village”) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, the Village of Vernon Hills (“Village”) recognizes the Vernon Hills Park District’s (“Park District”) role in operating and maintaining open park space within the Village; and

**WHEREAS**, the Park District is the current owner of the 7 Phillip Road maintenance building and parcel; and

**WHEREAS**, the Park District constructed an improved maintenance facility at 1400 Indianwood Drive on Village owned land; and

**WHEREAS**, the Park District has leased its former maintenance facility at 7 Phillip Road to the Village; and

**WHEREAS**, the Park District and Village have determined that it is in the best interest of the community to transfer ownership of these properties to better reflect current operations; and

**WHEREAS**, on November 20, 2018, the Village and Park District entered into a Real Estate Exchange and Access Agreement (“Agreement”); and

**WHEREAS**, due to various reasons, the property exchange did not occur in accordance with the dates stated in the Agreement; and

**WHEREAS**, the Parties wish to approve a Restated Agreement in order to complete the property exchange.

**NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: AUTHORIZATION.** The Village Manager is authorized to execute the “Restated Real Estate Exchange and Access Agreement” attached hereto as Exhibit A and any required documentation to provide for the exchange of the above referenced real estate.

**SECTION 2: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from its passage and approval.

**SECTION 3: ORDINANCE NUMBER.** This Ordinance shall be known as Ordinance Number 2024-102

Dated the 23<sup>rd</sup> day of July 2024

Adopted by roll call votes as follows:

AYES: 6 – Marquardt, Forster, Oppenheim, Schenk, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 07/23/2024

APPROVED: 07/23/2024

ATTEST: 07/23/2024

  
\_\_\_\_\_  
Kevin Timony, Village Clerk



**EXHIBIT A**

Restated Real Estate Exchange and Access Agreement

## **RESTATED REAL ESTATE EXCHANGE AND ACCESS AGREEMENT**

This RESTATED REAL ESTATE EXCHANGE AND ACCESS AGREEMENT (the "Agreement") is made by and between the VILLAGE OF VERNON HILLS, an Illinois home rule corporation (the "Village") and the VERNON HILLS PARK DISTRICT, an Illinois park district and unit of local government (the "District"). The Agreement shall be deemed dated and become effective (the "Effective Date") on the date the last of the authorized signatories of the Village and the District shall sign this Agreement. The District and the Village may individually be referred to herein as a "Party" or collectively as the "Parties".

FOR AND IN CONSIDERATION OF the premises set forth herein, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

### **1. PROPERTY.**

(a) The Village shall convey to the District, and the District shall acquire from the Village, in fee simple, simultaneously with the transfer set forth in Section 1(b) below and subject to and upon the terms and conditions herein, that certain real property more particularly described on **Exhibit A** attached hereto and made a part hereof, together with all improvements located thereon, all fixtures attached thereto, and all easements, rights, oils, minerals, gas and hydrocarbons belonging in any way to the real estate, and all supplies, personal property, contracts, services contracts, surveys, studies and leases connected with or used for the real estate (all of the foregoing are collectively hereinafter referred to as the "Village Property").

(b) The District shall convey to the Village, and the Village shall acquire from the District, in fee simple, simultaneously with the transfer set forth in Section 1(a) above and subject to and upon the terms and conditions herein, that certain real property more particularly described on **Exhibit B** attached hereto and made a part hereof, together with all improvements located thereon, all fixtures attached thereto, and all easements, rights, oils, minerals, gas and hydrocarbons belonging in any way to the real estate, and all supplies, personal property, contracts, services contracts, surveys, studies and leases connected with or used for the real estate (all of the foregoing are collectively hereinafter referred to as the "District Property"). The Village Property and the District Property may individually be referred to herein as a "Property" or collectively as the "Properties".

(c) The Parties acknowledge and agree that the value of the Village Property is approximately equivalent to the value of the District Property and the commitment to the exchange of the Properties as herein contemplated shall constitute mutual consideration for this Agreement.

**2. PROPERTY EXCHANGE.** Closing shall occur at the offices of Chicago Title Insurance Company in Vernon Hills, IL 60061 (the "Title Company") on a date and time mutually acceptable to both Parties, but in no event later than one hundred twenty (120) days after the Village Board approves the Plat of Resubdivision referred to in Section 6(a) below. (the "Closing"). At Closing, both Parties will deliver the following:

(a) Fee simple title to their Property by way of a warranty deed subject only to covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Property; and general real estate taxes not due and payable at the time of Closing.

(b) Affidavit of Title, GAP Undertaking, ALTA Statement and such other documents as are usual and customary or as required by the Title Company to consummate the transactions contemplated herein and to provide extended coverage.

(c) A Bill of Sale conveying the personal property located on or used with the Property.

(d) If needed, an Assignment of Contracts, Leases and Security Deposits transferring all licenses, permits, contracts, service contracts, leases, and security deposits to the acquiring Party.

(e) Any Resolution or other authorizing document required by the Title Company to consummate the transactions.

(f) Originals of all documents set forth in Section 3 below.

### **3. EXISTING PROPERTY DOCUMENTATION.**

(a) Within ten (10) business days following the Effective Date, the Village shall deliver to the District the documents listed below relating to the Village Property (the "Village Property Documents"), to the extent they are in the Village's possession or control and the Village shall deliver to the District a Certificate stating that it has delivered all Village Property Documents in its possession or control (the "Village Certificate"). If the Village is delayed or late in delivering any of the Village Property Documents or the Village Certificate, then the expiration of the District Feasibility Period (defined in Section 4(a) below) will be extended one (1) day for each day that the Village is late in delivering all such Village Property Documents or the Village Certificate to the District.

- (i) All surveys, plats, site plans, and as-built building plans, relating to the Village Property;
- (ii) Copies of existing title insurance policies issued for the Village Property and any unrecorded agreements affecting the Village Property;
- (iii) All specifications, appraisals, and access documents relating to the Village Property, including those relating to approved or permitted improvements not yet built, if any;
- (iv) Copies of all licenses, contracts, service contracts, permits, leases, agreements and obligations currently in effect relating to the Village Property;
- (v) Copies of all engineering, architects and physical inspection reports;
- (vi) Copies of all environmental reports in the Village's possession at the time this Agreement is executed, including, but not limited to Phase I or Phase II

reports and the like and any notices from any governmental authority, including, but not limited to the United States Environmental Protection Agency and/or Illinois Environmental Protection Agency, regarding the Village Property; and

- (vii) Copies of any records evidencing that environmental tests have been performed and that remediation of hazardous substances identified as a result of such testing has been undertaken and/or completed;
- (viii) Copies of all communication from all governmental agencies regarding the Village Property including any notices regarding building, health or safety violations.

This obligation to deliver or to make available to the District the Village Property Documents pertaining to the Village Property shall be a continuing obligation of the Village during the term of this Agreement.

(b) Within ten (10) business days following the Effective Date, the District shall deliver to the Village the documents listed below relating to the District Property (the "District Property Documents"), to the extent they are in the District's possession or control and the District shall deliver to the Village a Certificate stating that it has delivered all District Property Documents in its possession or control (the "District Certificate"). If the District is delayed or late in delivering any of the District Property Documents or the District Certificate, then the expiration of the Village Feasibility Period (defined in Section 4(b) below) will be extended one (1) day for each day that the District is late in delivering all such District Property Documents or the District Certificate to the Village.

- (i) All surveys, plats, site plans, and as-built building plans, relating to the District Property;
- (ii) Copies of existing title insurance policies, including exceptions, issued for the District Property and any unrecorded agreements affecting the District Property;
- (iii) All specifications, appraisals, and access documents relating to the District Property, including those relating to approved or permitted improvements not yet built, if any;
- (iv) Copies of all licenses, contracts, service contracts, permits, leases, agreements and obligations currently in effect relating to the District Property;
- (v) Copies of all engineering, architects and physical inspection reports;
- (vi) Copies of all documents relating to environmental tests pertaining to the District Property and any adjoining lands performed on behalf of the District, copies of all environmental reports, including, but not limited to Phase I or Phase II reports and the like and any notices from any governmental authority, including, but not limited to the United States Environmental Protection Agency and/or Illinois Environmental Protection Agency, regarding the District Property.

- (vii) Copies of any records evidencing that environmental tests have been performed and that remediation of hazardous substances identified as a result of such testing has been undertaken and/or completed;
- (viii) Copies of all communication from all governmental agencies regarding the District Property including any notices regarding building, health or safety violations.

This obligation to deliver or to make available to the Village the District Property Documents pertaining to the District Property shall be a continuing obligation of the District during the term of this Agreement.

#### **4. VILLAGE AND DISTRICT FEASIBILITY PERIODS.**

(a) The District shall have sixty (60) calendar days following the Effective Date (the "District Feasibility Period") to examine the Village Property and all matters relating thereto. If the expiration day of the District Feasibility Period falls on a weekend or holiday, then the District Feasibility Period will expire on the next-following business day. For the sake of clarification, the District shall have the right to select and retain environmental and other consultants to examine and inspect the physical condition of the Village Property and Village Property Documents, to conduct a site assessment and environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate. The Village hereby grants, and will cause any tenants to grant, to the District and its consultants, their employees, agents, subcontractors and representatives, authorization to enter upon the Village Property to conduct the environmental and engineering investigations. During the District Feasibility Period, if the District determines, in its sole discretion, that the Village Property is not suitable to the District then the District may terminate this Agreement by delivering to the Village written notice of the same. Provided; however, that if the District does not deliver to the Village notice of termination as described herein then the District shall be deemed to have accepted the Village Property subject to the terms, conditions and provisions of this Agreement, including the contingencies specified in Section 9(b).

(b) The Village shall have sixty (60) calendar days following the Effective Date (the "Village Feasibility Period") to examine the District Property and all matters relating thereto. If the expiration day of the Village Feasibility Period falls on a weekend or holiday, then the Village Feasibility Period will expire on the next-following business day. For the sake of clarification, the Village shall have the right to select and retain environmental and other consultants to examine and inspect the physical condition of the District Property and District Property Documents, to conduct a site assessment and environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate. The District hereby grants, and will cause any tenants to grant, to the Village and its consultants, their employees, agents, subcontractors and representatives, authorization to enter upon the District Property to conduct the environmental and engineering investigations. During the Village Feasibility Period, if the Village determines, in its sole discretion, that the District Property is not suitable to the Village then the Village may terminate this Agreement by delivering to the District written notice of the same.

Provided, however, that if the Village does not deliver to the District notice of termination as described herein then the Village shall be deemed to have accepted the District Property subject to the terms, conditions and provisions of this Agreement, including the contingencies specified in Section 9(a).

**5. TITLE AND SURVEY REVIEW VILLAGE PROPERTY.**

(a) Within thirty (30) calendar days of the Effective Date, the Village shall provide to the District a title commitment for the Village Property from the Title Company (the "Village Title Commitment") and a current recent ALTA survey for the Village Property (the "Village Property Survey"), and, at Closing, an affidavit attesting that the Village Property has not changed since the date on the Village Survey.

(b) The District shall have twenty (20) calendar days from the later of the delivery of the Village Title Commitment and the Village Property Survey to provide to the Village written notice of objections within the Village Title Commitment and the Village Property Survey (the "District Objection Notice"). The Village shall then have ten (10) days from the date of receipt of the District Objection Notice to (i) cure the matters, (ii) have the Title Company commit to insure against loss or damage occasioned by the matters or (iii) do nothing regarding the matters. Provided, however, if the Village fails to cure or to remove any matter contained in the District Objection Notice then the District may elect to either (i) terminate this Agreement or (ii) proceed to Closing.

**6. TITLE AND SURVEY REVIEW DISTRICT PROPERTY.**

(a) Within thirty (30) calendar days of the Effective Date, the District shall initiate the process to resubdivide the District Property in order to create the lot to be transferred to the Village. The draft submittal shall consist of a graphic depicting the location of the proposed lot with respect to the full parcel, along with a detailed plat including the locations and dimensions of the proposed lot, the footprint of the existing structure, the existing parking area and access drive, Phillip Road, and the Seavey Drainage Ditch. Village staff shall review plat for technical concurrence prior to scheduling a public review by the Planning and Zoning Commission. Unless notice is provided of a technical deficiency, said review by the Commission shall take place within sixty (60) days of application submittal by the District.

(b) Within thirty (30) calendar days of the Effective Date, the District shall provide to the Village a title commitment for the District Property from the Title Company (the "District Title Commitment") and a current ALTA survey for the District Property (the "District Property Survey"), and, at Closing, an affidavit attesting that the District Property has not changed since the date on the District Survey.

(c) The Village shall have twenty (20) calendar days from the later of the delivery of the District Title Commitment and the District Property Survey to provide to the District written notice of objections within the District Title Commitment and the District Property Survey (the "Village Objection Notice"). The District shall then have ten (10) days from the date of receipt of the Village Objection Notice to (i) cure the matters, (ii) have the Title Company commit to insure against loss or damage occasioned by the matters or (iii) do nothing regarding the matters. Provided, however, if the District fails to cure or to remove any matter contained in the Village Objection Notice then the Village may elect to either (i) terminate this Agreement or (ii) proceed to Closing.

## **7. ACCESS TO PROPERTY.**

(a) Each Party, its agents, engineers, surveyors and other representatives, shall have the right, during the term of this Agreement, to enter upon the Property of the other Party to inspect, examine and survey such Property, to conduct engineering and/or environmental assessments and tests of such Property, and otherwise to do that which is necessary to determine the boundaries and acreage of such Property, the suitability of such Property for the uses intended by such Party, the physical condition of such Property, and to conduct all feasibility work contemplated by Section 4 above.

(b) The District agrees to indemnify, save, defend, and hold harmless the Village from any damage, lawsuit, fines or injuries arising from the District, its agents and its employees entering onto the Village Property. Further, the Village agrees to indemnify, save, defend and hold harmless the District from any damage, lawsuit, fines or injuries arising from the Village, its agents and its employees entering onto the District Property. The obligations in this Section 7(b) shall survive Closing or termination of this Agreement.

**8. ENVIRONMENTAL REMEDIATION.** The Parties acknowledge that the District Property has environmental contamination and that the District has obtained from the Illinois Environmental Protection Agency a No Further Remediation Letter (the "**NFR Letter**") **attached hereto as EXHIBIT C.**

## **9. CLOSING CONTINGENCIES.**

(a) The Village's obligation to proceed to Closing are subject to and conditioned on the following (any of which may be waived in whole or in part in writing by the Village on or prior to Closing):

- (i) The representations and warranties of the District contained herein continue to be true and correct as the day of Closing.
- (ii) The District shall be prepared to deliver title to the District Property in accordance with the terms hereof.
- (iii) The District shall have performed all of its other obligations under this Agreement.

(c) The District's obligation to proceed to Closing are subject to and conditioned on the following (any of which may be waived in whole or in part in writing by the District on or prior to Closing):

- (i) The representations and warranties of the Village contained herein continue to be true and correct as the day of Closing.
- (ii) The Village shall be prepared to deliver title to the Village Property in accordance with the terms hereof.
- (iii) The Village shall have performed all of its other obligations under this Agreement.

**10. CLOSING EXPENSES.** Each Party shall be responsible for the cost of preparing and recording its respective warranty deed transferring its Property, including any transfer or recording tax. Each Party shall pay for the premium for the owner's title policy for the Property they are acquiring along with any endorsements thereon, update fees, extended coverage endorsements, later date fees and closing protection letters. Each Party shall pay for their own attorney's fees in connection with the exchange transactions contemplated herein. All escrow fees shall be divided equally between the Parties. The Parties declare that both Parties are tax exempt. Real estate taxes, if any, will be prorated as of the date of Closing based on 105% of the most recent ascertainable full year tax bill. Rent, if any, will be prorated as of the date of Closing.

**11. MAINTENANCE AND REPAIR.** Each Party shall maintain its Property in good condition and repair (ordinary wear and tear excepted), in compliance with all regulatory requirements and free from any liens attaching to the Property after the Effective Date. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Contract.

**12. AS-IS, WHERE-IS.** The Parties each acknowledge that they are acquiring the Property of the other Party "as-is, where-is", and that they have received no representations or warranties of any kind whatsoever, express or implied, from the other Party, its employees or its agents, as to the suitability of the Property for any use or any use or any environmental condition. Further, each Party acknowledges that they are acquiring the other's Property based on their own investigation. Notwithstanding anything here to the contrary, except for matters expressly stated elsewhere, to the best of each Party's knowledge, and without any investigation or inquiry, there is no litigation or condemnation threatening title to the Properties or ability to convey the Properties.

**13. DEFAULT.** In the event that either Party defaults in the performance of the covenants or conditions contained herein, the non-defaulting Party shall be entitled, in addition to any other remedies at law or in equity, to compel the defaulting Party to proceed with an exchange of the Properties by a suit for specific performance and to recover all costs incidental to such Party's default. Upon such default, the non-defaulting Party shall have the right to recover from the defaulting Party all reasonable costs and expenses incurred in enforcing this Agreement, including reasonable attorneys' fees.

14. **BROKERS.** Each Party hereto hereby represents and warrants to the other that, in connection with the exchange transactions contemplated herein, no third-party broker or finder has been engaged or consulted by it or, through such Party's actions (or claiming through such Party), is entitled to compensation as a consequence of the transactions. Each Party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that Party or that Party's elected officials, officers, employees, agents or affiliates in connection with this Agreement. Each Party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision shall survive the Closing.
15. **ASSIGNMENT.** Neither Party may assign this Agreement or any rights hereunder without prior written consent of the other Party, which consent may be withheld at the other Party's discretion. If one Party obtains the other Party's consent and assigns this Agreement, such Party shall be relieved of any future liability under this Agreement, provided the assignee shall assume in writing all of the obligations of assignor hereunder.
16. **NOTICES.** Any notice required or permitted to be given to Party under this Agreement shall be in writing and shall be deemed given: (i) on the day it is delivered if hand delivered; or (ii) the next business day after it is deposited with a nationally-recognized courier service for next day delivery; or (iii) the day of transmission if sent by email transmission on a business day before 5:00 PM and, if sent after 5:00 PM on any day, then on the next business day, if addressed to the Parties as follows:

To District:                   Vernon Hills Park District  
635 North Aspen Drive  
Vernon Hills, IL 60061  
Attn: Executive Director, Jeff Fougerousse  
Email: [jefff@vhparkdistrict.org](mailto:jefff@vhparkdistrict.org)

With a copy to:               Tressler LLP  
233 South Wacker Drive, 61<sup>st</sup> Floor  
Chicago, IL 60606  
Attn: Andrew S. Paine  
Email: [apaine@tresslerllp.com](mailto:apaine@tresslerllp.com)

To Village:                   Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, IL 60061  
Attention: Village Manager, Kevin Timony  
Email: [KevinT@vhills.org](mailto:KevinT@vhills.org)

With a copy to: James V. Ferolo  
Klein, Thorpe and Jenkins, Ltd.  
120 S. La Salle St. – Suite 1710  
Chicago, IL 60603  
Email: [jvferolo@ktjlaw.com](mailto:jvferolo@ktjlaw.com)

Either Party may, from time to time, change its address by written notice to the other Party at its current address.

**17. MISCELLANEOUS.**

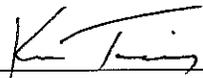
- (a) Entire Agreement: Amendment. This Agreement constitutes the entire agreement and understanding between the Village and the District, and no change in or supplement to this Agreement may be made except by an agreement in writing signed by both Parties.
- (b) Binding Effect. The covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Village and the District and their respective successors and assigns.
- (c) Construction. This Agreement shall be construed without reference to the titles of the various section headings herein contained, which are inserted for convenience of reference only. Both Parties have had the opportunity to be represented by legal counsel in negotiating this Agreement, thus this Agreement shall be construed without inference of drafting by either Party.
- (d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.
- (e) Time is of the Essence. Time is of the essence in this Agreement. Any reference to a number of “days” herein shall be a reference to calendar days unless an express reference in said provision is made to “business days”. For the purposes hereof, “business day” means any day other than a Saturday or Sunday, or other day on which commercial banks are authorized or required to close under the laws of the State of Illinois. If the date on which either Party is required to take action under this Agreement is not a business day (as defined herein), the action shall be taken on the next succeeding business day.
- (f) Partial Invalidity: Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of this Agreement shall not be deemed a waiver of such Party's right to enforce against the other Party the same or any other such term or provision.

(g) Governing Law. This Agreement will be interpreted under and governed and enforced according to the laws of the State of Illinois.

(h) Confidential Information. The Parties may not disclose the terms of this Agreement to anyone except their respective officers, agents, employees and attorneys, and as necessary and required by any applicable law, order, regulation or rule, including but not limited to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

Date signed: August 12, 2024

VILLAGE OF VERNON HILLS, an  
Illinois municipal home rule corporation

By:   
Name: Kevin Timony  
Title: Village Manager

Date signed: 8/12, 2024

VERNON HILLS PARK DISTRICT, an  
Illinois park district and unit of local  
government

By:   
Name: PAUL M. ...  
Title: Executive Director

**EXHIBIT A**

**LEGAL DESCRIPTION – VILLAGE PROPERTY**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF LOT 40, BEING ALSO THE NORTHEAST CORNER OF THE INDIANWOOD DRIVE RIGHT OF WAY AS DEDICATED PER THE PLAT OF SUBDIVISION OF NEW CENTURY TOWN UNIT SIX, BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 14, 1977 AS DOCUMENT NO, 1850342; THENCE NORTH 29°55'28" WEST PERPENDICULAR TO THE SOUTHEASTERLY RIGHT OF WAY LINE FOR THE CANADIAN NATIONAL RAILWAY (FORMERLY THE ELGIN, JOLIET AND EASTERN RAILWAY), A DISTANCE OF 220.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID CANADIAN NATIONAL RAILWAY; THENCE NORTH 60°04'33" EAST, ALONG SAID LAST DESCRIBED LINE, 199.84 FEET TO THE POINT OF BEGINNING; (THE FOLLOWING TWO (2) CALLS BEING ALONG SAID RIGHT OF WAY LINE) THENCE CONTINUING NORTH 60°04'33" EAST, 701.46 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2821.93 FEET A CENTRAL ANGLE OF 00°30'32" AND A CHORD BEARING OF NORTH 60°19'49" EAST A DISTANCE OF 25.07 FEET (25.07 FEET CHORD MEASURE); THENCE SOUTH 29°24'55" EAST ALONG A LINE RADIAL TO SAID CURVE, 120.00 FEET; (THE FOLLOWING TWO (2) CALLS BEING 120.00 FEET CONCENTRIC AND PARALLEL WITH SAID RIGHT OF WAY LINE) THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE BEING 120,00 FEET CONCENTRIC AND PARALLEL WITH SAID RIGHT OF WAY LINE) THENCE SOUTHWESTERLY ALONG, A NON-TANGENT CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2701.93 FEET A CENTRAL ANGLE OF 00°30'32" AND A CHORD BEARING OF SOUTH 60°19'49" WEST A DISTANCE OF 24.00 FEET (24.00 FEET CHORD MEASURE) TO A POINT OF TANGENCY, THENCE SOUTH 60°04'33" WEST, 701.46 FEET; THENCE NORTH 29°55'28" WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 120,00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PIN: 11-32-200-013

**EXHIBIT B**

**LEGAL DESCRIPTION – DISTRICT PROPERTY**

PART OF:

PARCEL A IN DEERPATH UNIT NO, 1, BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1974 AS DOCUMENT 1660326 IN BOOK 53 OF PLATS, PAGES 56, 57 AND 58, AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 18, 1974, AS DOCUMENT 1668296 IN LAKE COUNTY, ILLINOIS.

(EXACT LEGAL DESCRIPTION TO BE INSERTED LATER)

PIN: 15-04-101-001 (PART)

**EXHIBIT C**  
**NFR LETTER**



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

217-524-3300

CERTIFIED MAIL

JUL 27 2020

7018 1830 0000 5282 9602

Vernon Hills Park District  
Attention: James Kim  
635 North Aspen Drive  
Vernon Hills, Illinois 60061-1620

Re: 0971755048 - Lake County  
Vernon Hills - Deerpath Park  
7 East Phillip Road  
Leaking UST Incident 20131312  
Leaking UST Technical File

Dear Mr. Kim:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the Corrective Action Completion Report and supplemental information. This information was prepared by ETS Environmental & Associates, LLC and was received by the Illinois EPA on December 17, 2019, April 15, 2020, and April 16, 2020 (via email). Citations in this letter are from the Environmental Protection Act (415 ILCS 5) (Act) and Title 35 of the Illinois Administrative Code (35 Illinois Administrative Code).

The Corrective Action Completion Report and associated Professional Engineer Certification submitted pursuant to Section 57.7(b)(5) of the Act indicate corrective action for the above-referenced site was conducted in accordance with the Corrective Action Plan approved by the Illinois EPA. The Corrective Action Completion Report demonstrates that the requirements of Section 57.7(b) of the Act have been satisfied.

Based upon the certification by Jeff Wienhoff, a Licensed Professional Engineer, and pursuant to Section 57.10 of the Act (415 ILCS 5/57.10), your request for a no further remediation determination is granted under the conditions and terms specified in this letter.

Issuance of this No Further Remediation Letter (Letter), based upon the certification of the Licensed Professional Engineer, signifies that: (1) all statutory and regulatory corrective action requirements applicable to the occurrence have been complied with; (2) all corrective action concerning the remediation of the occurrence has been completed; and (3) no further corrective action concerning the occurrence is necessary for the protection of human health, safety, and the environment. Pursuant to Section 57.10(d) of the Act, this Letter shall apply in favor of the following parties:

1. Vernon Hills Park District, the owner or operator of the underground storage tank systems.

4302 N. Main Street, Rockford, IL 61103 (815) 987-7760  
595 S. State Street, Elgin, IL 60123 (847) 608-3131  
2125 S. First Street, Champaign, IL 61820 (217) 278-5800  
2009 Mall Street Collinsville, IL 62234 (618) 346-5120

9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000  
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022  
2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200  
100 W. Randolph Street, Suite 4-500, Chicago, IL 60601

2. Any parent corporation or subsidiary of such owner or operator.
3. Any co-owner or co-operator, either by joint tenancy, right of survivorship, or any other party sharing a legal relationship with the owner or operator to whom the Letter is issued.
4. Any holder of a beneficial interest of a land trust or inter vivos trust whether revocable or irrevocable.
5. Any mortgagee or trustee of a deed of trust of such owner or operator.
6. Any successor in interest of such owner or operator.
7. Any transferee of such owner or operator whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest.
8. Any heir or devisee of such owner or operator.
9. An owner of a parcel of real property to the extent that this Letter applies to the occurrence on that parcel.

This Letter and all attachments, including but not limited to the Leaking Underground Storage Tank Environmental Notice, must be filed within 45 days of receipt as a single instrument with the Office of the Recorder or Registrar of Titles in the county in which the above-referenced site is located. This Letter shall not be effective until officially recorded by the Office of the Recorder or Registrar of Titles of the applicable county in accordance with Illinois law, so it forms a permanent part of the chain of title for the above-referenced property. Within 30 days of this Letter being recorded, an accurate and official copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA. For recording purposes, it is recommended that the Leaking Underground Storage Tank Environmental Notice of this Letter be the first page of the instrument filed.

## CONDITIONS AND TERMS OF APPROVAL

### LEVEL OF REMEDIATION AND LAND USE LIMITATIONS

1. The remediation objectives have been established in accordance with an industrial/commercial land use limitation. The remediation objectives for the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, were established in accordance with the requirements of the Tiered Approach to Corrective Action Objectives (35 Illinois Administrative Code 742) rules.
2. As a result of the releases from the underground storage tank systems associated with the above-referenced incident, the above-referenced site, more particularly described in the

attached Leaking Underground Storage Tank Environmental Notice of this Letter, shall not be used in a manner inconsistent with the following land use limitations:

- a. The land use shall be industrial/commercial.
  - b. The groundwater under the site shall not be used as a potable supply of water.
3. The land use limitations specified in this Letter may be revised if:
- a. Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
  - b. A new No Further Remediation Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

#### PREVENTIVE, ENGINEERING, AND INSTITUTIONAL CONTROLS

4. Preventive:
- a. Prior to the commencement of any future excavation or construction in or near the contaminated zone of the remediation site, a safety plan for this remediation site is required that is consistent with the National Institute for Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities; Occupational Safety and Health Administration regulations, particularly 29 CFR 1910 and 1926; state and local regulations; and other United States EPA guidance as provided. At a minimum, the plan should address possible worker exposure if any future excavation or construction occur in or near the contaminated zone.
  - b. The groundwater under the site described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter shall not be used as a potable supply of water. No person shall construct, install, maintain, or utilize a potable water supply well. In accordance with Section 3.65 of the Act, "potable" means generally fit for human consumption in accordance with accepted water supply principles and practices.
5. Engineering:
- a. A building or asphalt/concrete barrier that is sufficient in thickness to inhibit the inhalation and ingestion of the contaminated media must remain over the contaminated soil as illustrated on the attached Figure 7 (Institutional Controls & Engineered Barrier Area Map). This building or asphalt/concrete barrier is to be properly maintained as an engineered barrier to inhibit inhalation and ingestion of the contaminated media.

6. Institutional:
  - a. Any existing or future building within the area depicted on the attached Figure 7 (Institutional Controls & Engineered Barrier Area Map) must be constructed with a full concrete slab-on-grade foundation or with a full concrete basement with no sumps or sealed sumps.
  - b. This Letter shall be recorded as a permanent part of the chain of title for the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter.
7. Failure to establish, operate, and maintain controls in full compliance with the Act, applicable regulations, and the approved Corrective Action Plan, if applicable, may result in avoidance of this Letter.

#### OTHER TERMS

8. Any contaminated soil or groundwater removed or excavated from, or disturbed at, the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, must be handled in accordance with all applicable laws and regulations under 35 Illinois Administrative Code Subtitle G.
9. Further information regarding the above-referenced site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency  
Attention: Freedom of Information Act Officer  
Division of Records Management - #16  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

10. Pursuant to 35 Illinois Administrative Code 734.720, should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the owner or operator of the leaking underground storage tank systems associated with the above-referenced incident and the current title holder of the real estate on which the underground storage tank systems were located, at their last known addresses. The notice shall specify the cause for the avoidance, explain the provisions for appeal, and describe the facts in support of the avoidance. Specific acts or omissions that may result in the avoidance of this Letter include, but shall not be limited to:
  - a. Any violation of institutional controls or industrial/commercial land use limitations;
  - b. The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;

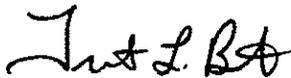
- c. The disturbance or removal of contamination that has been left in place in accordance with the Corrective Action Plan or Corrective Action Completion Report;
- d. The failure to comply with the recording requirements for the Letter;
- e. Obtaining the Letter by fraud or misrepresentation; or
- f. Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment.

Submit an accurate and official copy of this Letter, as recorded, to:

Illinois Environmental Protection Agency  
Bureau of Land  
Leaking Underground Storage Tank Program  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

Any questions with regard to this letter should be directed to Michael Piggush via telephone (217-782-3101) or electronic mail ([michael.piggush@illinois.gov](mailto:michael.piggush@illinois.gov)).

Sincerely,



Trent L. Benanti, P.E.  
Unit Manager  
Leaking Underground Storage Tank Program  
Remedial Project Management Section  
Bureau of Land

Attachments (3):

1. Figures
2. Leaking Underground Storage Tank Environmental Notice
3. Legal Description

Electronic Copies (2):

1. James Kim (Vernon Hills Park District), [jamesk@vhparkdistrict.org](mailto:jamesk@vhparkdistrict.org).
2. Noel Wubbena (ETS Environmental & Associates, LLC), [noelw@ets-environmental.com](mailto:noelw@ets-environmental.com).

Attachment 1

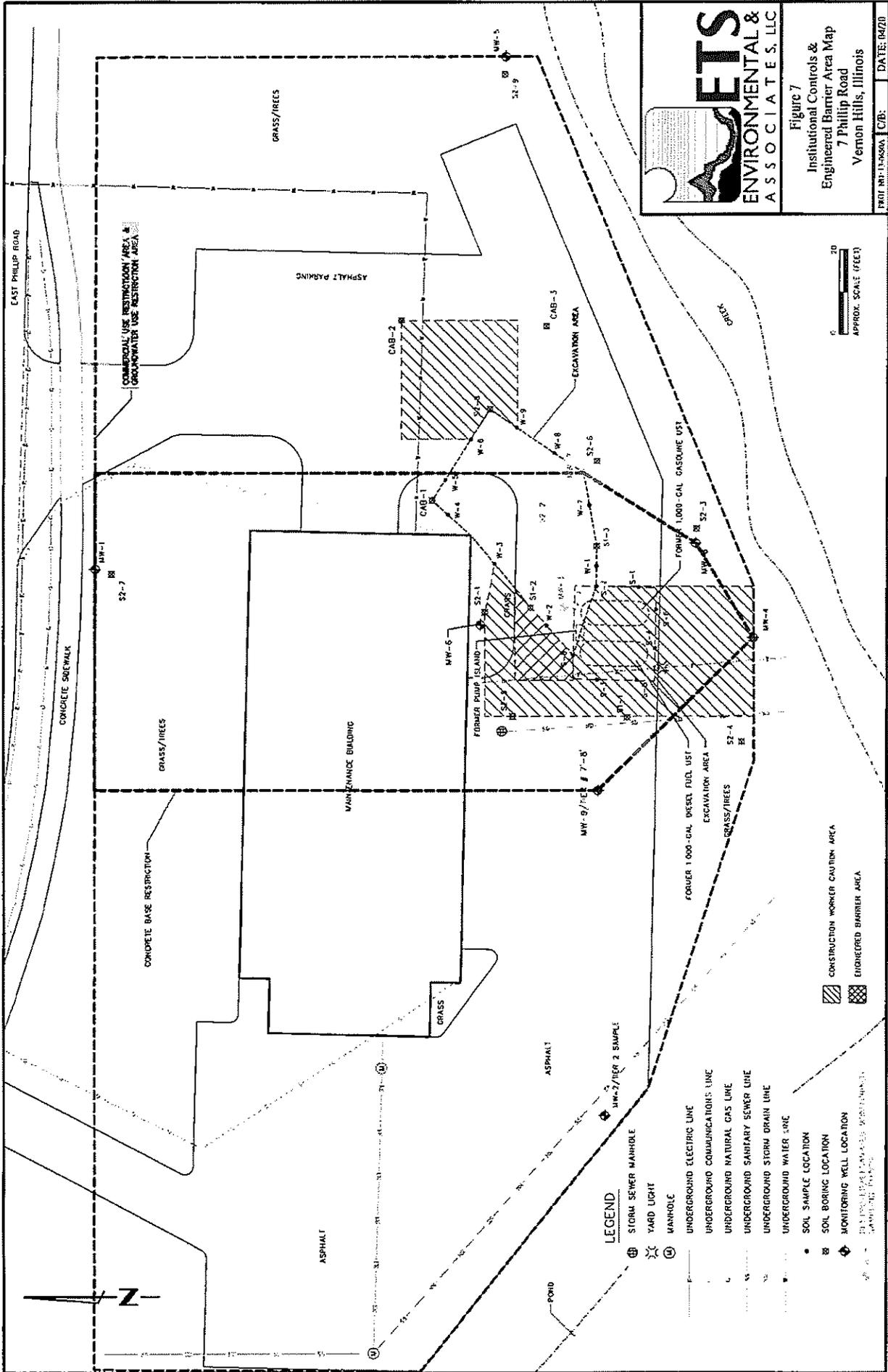
Figures



**FIGURE 2**  
**SITE MAP**  
**(LAKE COUNTY GIS)**  
**VERNON HILLS, IL**

**APPROXIMATE SCALE**  
**UNKNOWN**

**MAP DATE**  
**2012**



**ETS**  
**ENVIRONMENTAL &**  
**ASSOCIATES, LLC**

Figure 7  
 Institutional Controls &  
 Engineered Barrier Area Map  
 7 Philip Road  
 Vernon Hills, Illinois

PROJECT: 13-0286A    DATE: 04/20  
 CIB: \_\_\_\_\_

0 10 20  
 APPROX. SCALE (FEET)

**LEGEND**

- ⊕ STORM SEWER MANHOLE
- ☼ YARD LIGHT
- ⊙ MANHOLE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND COMMUNICATIONS LINE
- UNDERGROUND NATURAL GAS LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND STORM DRAIN LINE
- UNDERGROUND WATER LINE
- SOIL SAMPLE LOCATION
- ⊗ SOIL BORING LOCATION
- ⊕ MONITORING WELL LOCATION
- ▨ CONSTRUCTION WORKER CAUTION AREA
- ▩ ENGINEERED BARRIER AREA

Attachment 2

Leaking Underground Storage Tank Environmental Notice

PREPARED BY:

Name: Vernon Hills Park District  
Site Address: 7 East Phillip Road  
Vernon Hills, Illinois 60061

RETURN TO:

Name: Vernon Hills Park District  
Mailing Address: 635 North Aspen Drive  
Vernon Hills, Illinois 60061-1620

(THE ABOVE SPACE FOR RECORDER'S OFFICE)

LEAKING UNDERGROUND STORAGE TANK ENVIRONMENTAL NOTICE

THE OWNER AND/OR OPERATOR OF THE LEAKING UNDERGROUND STORAGE TANK SYSTEMS ASSOCIATED WITH THE RELEASE REFERENCED BELOW, WITHIN 45 DAYS OF RECEIVING THE NO FURTHER REMEDIATION LETTER CONTAINING THIS NOTICE, MUST SUBMIT THIS NOTICE AND THE REMAINDER OF THE NO FURTHER REMEDIATION LETTER TO THE OFFICE OF THE RECORDER OR REGISTRAR OF TITLES OF LAKE COUNTY IN WHICH THE SITE DESCRIBED BELOW IS LOCATED.

Illinois EPA Number 0971755048  
Leaking UST Incident 20131312

Vernon Hills Park District, the owner and/or operator of the leaking underground storage tank systems associated with the above-referenced incident, whose mailing address is 635 North Aspen Drive, Vernon Hills, Illinois, 60061-1620, has performed investigative and/or remedial activities for the site identified as follows:

1. Legal Description or Reference to a Plat Showing the Boundaries: Please refer to Attachment 3 of this letter.
2. Common Address: 7 East Phillip Road, Vernon Hills, Illinois, 60061.
3. Real Estate Tax Index / Parcel Index Number: 15-04-101-001.
4. Site Owner: Vernon Hills Park District.
5. Land Use Limitations:
  - a. The land use shall be industrial/commercial.
  - b. The groundwater under the site shall not be used as a potable supply of water.
6. See the attached No Further Remediation Letter for other terms.

Attachment 3  
Legal Description

LEGAL DESCRIPTION – PARCEL A

PARCEL A IN DEERPATH UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1974 AS DOCUMENT NUMBER 1660326 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 18, 1974 AS DOCUMENT NUMBER 1668296, IN LAKE COUNTY, ILLINOIS.



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

## RECORDING REQUIREMENTS FOR NO FURTHER REMEDIATION LETTERS

### Introduction

The Illinois Environmental Protection Agency's (Illinois EPA) Bureau of Land/Leaking Underground Storage Tank Section issues a No Further Remediation (NFR) Letter after a demonstration of compliance with Title XVI of the Environmental Protection Act and applicable regulations is made. The NFR Letter signifies that: (1) all statutory and regulatory corrective action requirements applicable to the occurrence have been complied with, (2) all corrective action concerning the remediation of the occurrence has been completed, and (3) no further corrective action concerning the occurrence is necessary so long as the site is used in accordance with the terms and conditions of the NFR Letter.

### Significance

When properly recorded, the NFR Letter holds legal significance for all applicable parties outlined at Section 57.10(d) of the Environmental Protection Act. (See 415 ILCS 5/57.10(d).) If not properly recorded, the Illinois EPA *will* take steps to void the NFR Letter in accordance with the regulations.

### Duty to Record

The duty to record the NFR Letter is *mandatory*. You *must* submit the NFR Letter, with a copy of any applicable institutional controls proposed as part of a corrective action completion report, to the Office of the Recorder or the Registrar of Titles of the county in which the site is located *within 45 days after receipt of the NFR Letter*. You must record the NFR Letter and any attachments. The NFR Letter shall be filed in accordance with Illinois law so that it forms a permanent part of the chain of title to ensure current and future users of the property will be informed of the conditions and terms of approval including level of remediation; land use limitations; and preventive, engineering, and institutional controls. A certified or otherwise accurate and official copy of the NFR Letter and any attachments, as recorded, must be submitted to the Illinois EPA. Failure to record the NFR Letter in accordance with the regulations will make the NFR Letter voidable.

### For More Information

Please refer to the Tiered Approach to Corrective Action Objectives (TACO) fact sheet entitled *No Further Remediation Letters*, which is available from the Illinois EPA by calling (217) 524-3300 or by accessing it on the Illinois EPA Web site at <https://www2.illinois.gov/epa/topics/cleanup-programs/taco/fact-sheets/Pages/no-further-remediation-letters.aspx>.

4302 N. Main Street, Rockford, IL 61103 (815) 987-7760  
595 S. State Street, Elgin, IL 60123 (847) 608-3131  
2125 S. First Street, Champaign, IL 61820 (217) 278-5800  
2009 Mall Street Collinsville, IL 62234 (618) 346-5120

9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000  
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022  
2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200  
100 W. Randolph Street, Suite 4-500, Chicago, IL 60601

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2024-102

AN ORDINANCE AUTHORIZING RESTATED REAL ESTATE EXCHANGE AND  
ACCESS AGREEMENT ALLOWING FOR THE EXCHANGE OF PROPERTIES BETWEEN  
THE VILLAGE OF VERNON HILLS AND THE VERNON HILLS PARK DISTRICT – 7  
PHILLIP ROAD AND 1400 INDIANWOOD DRIVE PROPERTIES

THE 23<sup>rd</sup> DAY OF JULY 2024

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
23<sup>rd</sup> day of July, 2024

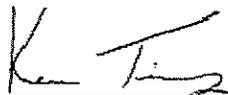
STATE OF ILLINOIS )  
 )  
COUNTY OF LAKE )

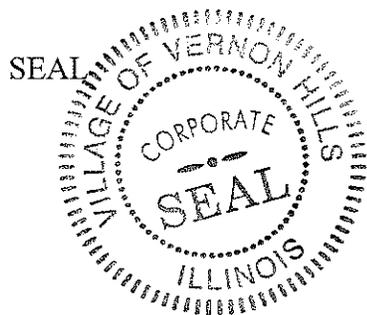
CERTIFICATE

I, KEVIN TIMONY, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON JULY 23, 2024, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2024-102 AN ORDINANCE AUTHORIZING RESTATED REAL ESTATE EXCHANGE AND ACCESS AGREEMENT ALLOWING FOR THE EXCHANGE OF PROPERTIES BETWEEN THE VILLAGE OF VERNON HILLS AND THE VERNON HILLS PARK DISTRICT – 7 PHILLIP ROAD AND 1400 INDIANWOOD DRIVE PROPERTIES.

THE PAMPHLET FOR ORDINANCE NO. 2024-102 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED JULY 23, 2024 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 23<sup>rd</sup> DAY OF JULY 2024.

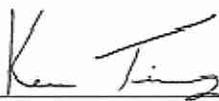
  
\_\_\_\_\_  
Kevin Timony, Village Clerk



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE        )

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2024-102 AN ORDINANCE AUTHORIZING THE REDUCTION OF THE PERFORMANCE GUARANTEE FOR THE PERRY'S STEAKHOUSE DEVELOPMENT 1050 N. MILWAUKEE AVENUE TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM JULY 23, 2024 TO AUGUST 2, 2024.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 23<sup>RD</sup> DAY OF JULY 2024

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

