

**VILLAGE OF VERNON HILLS  
RESOLUTION 2025-056**

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE  
THE CUNEO PROPERTY TRANSFER AGREEMENT WITH LOYOLA UNIVERSITY OF CHICAGO**

**WHEREAS**, Loyola University (“Loyola”) in 2010 took ownership from the Cuneo Foundation of approximately forty-four acres of land (“Property”) that was formerly known as the Cuneo estate, which property includes the Cuneo mansion and gardens; and

**WHEREAS**, the County of Lake (“County”), the Village (“Village”), and Loyola have previously entered into that certain Cuneo Mansion and Gardens Preservation and Development Agreement (“Preservation Agreement”) entered into as of April 12, 2015 and recorded in the Lake County Recorder’s Office on May 9, 2016 as document no. 7289998 (the “Original Agreement”) and the Intergovernmental Agreement Between The County Of Lake And Village Of Vernon Hills Regarding The Cuneo Property entered into as of May 2, 2016; and

**WHEREAS**, since acquiring the Property in 2010, Loyola has invested substantial sums of money into the Property in an effort to run Loyola’s academic programs and private events at the Cuneo mansion and gardens; and

**WHEREAS**, Loyola has decided that it no longer plans to incorporate the Property into its academic programs and no longer finds that running private events at the Property coincides with Loyola’s long-term plans; and

**WHEREAS**, Loyola is seeking to transfer the Cuneo mansion and gardens to the Village of Vernon Hills pursuant to the Preservation Agreement; and

**WHEREAS**, the Village has the legal power and authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/ et seq., and other provisions of law; and

**WHEREAS**, the Village Board has determined that it is in the best interests of the Village of Vernon Hills to take ownership and control of the Property.

**NOW, THEREFORE, BE IT RESOLVED** by the Village President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois that:

1. The Village President and Village Board of Trustees hereby approve the Cuneo Property Transfer Agreement (the “Agreement”), and authorize and direct the Village President and Village Clerk to execute and attest said agreement in substantially the form as is attached hereto as **Exhibit A**. All final changes shall be subject to the review and approval of the Village Manager and Village Attorney.
2. The Village President and Village Manager shall be further authorized to execute any further documents necessary, after review by the Village Attorney, to close the transaction contemplated by the Agreement.

Dated the 7<sup>th</sup> day of October, 2025.

*[Signature Page to Follow]*

Adopted by roll call vote as follows:

AYES: 6 – Marquardt, Takaoka, Forster, Schenk, Lundeen, Koch

NAYS: 0 - None

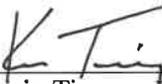
ABSENT AND NOT VOTING: 1 - Oppenheim

  
Thom Koch Jr., Village President

PASSED: 10/08/2025

APPROVED: 10/08/2025

ATTEST: 10/08/2025

  
Kevin Timony, Village Clerk



**EXHIBIT A**  
**CUNEO PROPERTY TRANSFER AGREEMENT**

## CUNEO PROPERTY TRANSFER AGREEMENT

This **CUNEO PROPERTY TRANSFER AGREEMENT** (this “Agreement”) is dated \_\_\_\_\_, 2025 (the “Effective Date”) by and between **LOYOLA UNIVERSITY OF CHICAGO**, an Illinois not-for-profit corporation ( “Loyola”) and the **VILLAGE OF VERNON HILLS**, a municipal corporation and a home rule unit of government (“Village”).

For and in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Loyola and the Village agree as follows:

**1. Transfer.** Loyola hereby agrees to convey and transfer to Village, and the Village accepts from Loyola the following property, subject to the terms, provisions and conditions hereinafter set forth.

**(a)** The “Real Property” shall include the land commonly known as the Cuneo Mansion and Gardens, having an address of 1350 N. Milwaukee Avenue, Vernon Hills, Illinois 60061 (P.I.N. 11-33-205-072) and legally described in Exhibit A (together with all of Loyola’s right, title and interest in (i) all structures, fixtures, buildings and improvements situated on such Real Property, (collectively, the “Improvements”), and (ii) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, interests and obligations (A) appurtenant to the Real Property and the Improvements, including, specifically, but without limitation, under the Existing Entitlements (as defined below), which were granted and obtained during Loyola’s period of ownership, and (B) in and to any real estate lying in the streets, highways, roads, rights-of-way or sidewalks, in front of, above, over, under, or running through or adjoining the Real Property and in and to any strips or gores of real estate adjoining the Real Property.

As used herein, “Existing Entitlements” shall include those ordinances, resolutions, plats, agreements, and instruments described in Exhibit B to this Agreement.

**(b)** The “Personal Property” shall mean all the fixtures and mechanical and operating systems installed or located on or in the Real Property, together with the movable personal property that the parties shall agree upon during the Due Diligence Period and specified on Exhibit C attached to this Agreement (the “Personal Property”).

**(c)** The “Assumed Contracts” shall mean, to the extent assigned and assumed under this Agreement, the contracts listed on Exhibit D attached hereto (if any) related to the ownership, operations, maintenance and repair of the Real Property.

**(d)** The balance of the Cuneo Restoration and Repair Funds remaining in the Joint Order Escrow Account on the Closing Date, as such terms are defined in and such funds are subject to Section 3 of the Preservation and Campus Development Agreement (“Preservation Agreement”) dated April 12, 2015, by and between the Village, the County of Lake (“Lake County”), and Loyola. (such remaining balance, the “Remaining PA Escrow Funds”).

**(e)** As used herein, “Property” shall mean, collectively, the Real Property, the Personal Property, and the Assumed Contracts.

**2. Earnest Money.** No earnest money shall be required.

**3. Closing.**

(a) **Time and Place.** The closing of this transaction (the “Closing”) will take place in escrow at the Loop office of Fidelity National Title Insurance Company (the “Title Company” on January 9, 2026 (he “Closing Date”), or such other date as may be agreed to in writing by the parties.

(b) **Loyola’s Closing Deliveries.** At the Closing, Loyola will deliver or cause to be delivered to the Village, at Loyola’s sole expense (subject to subsection (b)(iii) below), the following, executed and notarized, as appropriate, which deliveries shall be a condition precedent to Village’s obligation to close:

(i) **Deed.** A Special Warranty Deed (the “Deed”), in the form attached hereto as Exhibit E, conveying fee simple title to the Real Property, free and clear of any and all liens, encumbrances, easements and assessments, created by, through or under Loyola (excluding the Existing Entitlements), but subject to the Existing Entitlements and other Permitted Exceptions (as defined in Section 6(b)).

(ii) **Bill of Sale.** A Bill of Sale and Assignment (the “Bill of Sale”), in the form attached hereto as Exhibit F for the Personal Property to be conveyed to Village and the Assumed Contracts assumed by Village.

(iii) **Owner Policy.** An updated title commitment for the Property is attached to this Agreement as Exhibit G (“Title Commitment”). On the Closing Date, as a condition precedent to Village’s obligation to close, the Title Company shall deliver a marked-up pro forma owner’s policy of title insurance in a form approved in writing by the Village, as evidence of the Title Company’s unconditional commitment to issue promptly after the Closing Date, at the Village’s expense, an Owner’s Policy of Title Insurance, (the “Owner Policy”) listing an insured amount reasonably acceptable to the Village, dated as of the Closing Date, insuring the Village’s fee simple title to the Real Property to be good and indefeasible, subject to the Permitted Exceptions.

(iv) **Preservation Agreement Amendment.** Loyola’s counterpart of an amendment to the Preservation Agreement (the “Preservation Agreement Amendment”) in the form of attached hereto as Exhibit H attached, which shall be recorded on the Closing Date, or an alternative Preservation Agreement Modification (as defined in Section 4) reasonably acceptable to Loyola.

(v) **Direction as to Remaining PA Escrow Funds.** Loyola’s counterpart of a joint letter of direction to the escrowee holding the Cuneo Restoration and Repair Funds directing such escrowee to transfer the Remaining PA Escrow Funds into the closing escrow established under the Closing Escrow Instructions (as defined in Section 3.d(ii) below).

(vi) **Possession.** Possession of the Real Property subject only to the Permitted Exceptions, free and clear of all leases, tenancies, and agreements for occupancy or use of any portion of the Real Property.

(vii) **Non-foreign Affidavit.** A non-foreign affidavit, in the form attached hereto as Exhibit I.

(viii) **Authority.** Evidence reasonably acceptable to the Title Company of Loyola’s capacity and authority for the closing of this transaction.

(ix) **Transfer Tax Declarations.** Duly completed transfer tax declarations, claiming all such exemptions as may be applicable to the transaction.

(x) **Other Documents.** Any other documents that may be reasonably required to close this transaction.

(c) **Village's Closing Deliveries.** At the Closing, the Village will deliver or cause to be delivered to Loyola, at the Village's expense, the following, executed and notarized, as appropriate, which deliveries shall be a condition precedent to Loyola's obligation to close:

(i) **Bill of Sale.** A counterpart execution copy of the Bill of Sale.

(ii) **Preservation Agreement Amendment.** A counterpart execution copy of the Preservation Agreement Amendment or an alternate Preservation Agreement Modification reasonably acceptable to Loyola. The Village shall also use commercially reasonable efforts to obtain a counterpart execution copy of the Preservation Agreement Amendment signed by Lake County, or such an alternate Preservation Agreement Modification. The Village's inability to obtain such a counterpart execution copy of the Preservation Agreement Amendment or such an alternate Preservation Agreement Modification shall not be a default under this Agreement, but such delivery shall be a condition precedent to Loyola's and the Village's obligation to close under this Agreement.

(iii) **Direction as to Remaining PA Escrow Funds.** The Village's counterpart of a joint letter of direction to the escrowee holding the Cuneo Restoration and Repair Funds directing such escrowee to transfer the Remaining PA Escrow Funds into the closing escrow established under the Closing Escrow Instructions.

(iv) **Other Documents.** Any other documents that may be reasonably required to close this transaction.

(d) **Documents to be Delivered by Loyola and the Village at Closing.** At Closing, the Village and Loyola shall deliver or cause to be delivered each of the following instruments and documents:

(i) **Settlement Statement.** An executed counterpart of a closing settlement statement;

(ii) **Closing Escrow Instructions.** An executed counterpart of closing escrow instructions, in form and substance mutually agreeable to the parties and the Fidelity National Title Insurance Company, and governing the closing under this Agreement, including, the delivery of required documents, the recording of the specified documents, the issuance of the Owner's Policy, the deposit of the Remaining PA Escrow Funds into the Closing Escrow and (upon closing) remittance of such funds to the Village, and such other closing details as necessary or appropriate (the "Closing Escrow Instructions").

(e) **Expenses of Closing.** Loyola will pay (i) if payable, the grantor's portion of any real estate transfer taxes payable under any applicable statute or ordinance; (ii) 1/2 of any escrow fees; (iii) Loyola's attorneys' fees; and (iv) other expenses payable by Loyola under other provisions of this Agreement. The Village will pay (A) for the Owner Policy thereto; (B) if payable, the grantee's portion of any real state transfer taxes; (C) recording fees for the Deed and Preservation Agreement Amendment or any alternate Preservation Agreement Modification; (D) 1/2 of any escrow fee; (E) the Village's attorneys' fees; and (F) other expenses payable by the Village under this Agreement.

The parties shall obtain any water certification or other document relating thereto required to record the Deed or otherwise required by any governmental authority with respect to the transfer of the Property. The parties shall pay any water and sewer bills attributable to the time period prior to the Closing Date. The parties shall cooperate to transfer such bills and the bills for other private utilities (e.g., gas, electric,

telecommunication service) into the name of the Village and, if possible, shall obtain final bills as of the Closing Date. If such final water and sewer and/or other private utility bills setting forth the charges payable as of the Closing Date cannot be obtained, then such bills shall be finally adjusted and reconciled after the Closing Date. As applicable, each party shall pay to the other party within five (5) business days of either party's delivery of a bill setting forth a calculation of each party's allocable share of water and sewer and private utility charges as of the Closing Date. The parties' obligations under this Section 4(e) shall survive the Closing Date.

(f) **Taxes.** The Real Property is assessed and taxed under PIN 11-33-205-072 (the "Property PIN"). As to the 2024 taxes for the Property (payable in 2025), Loyola has paid the first installment of such taxes and shall also pay the second installment of such taxes prior to the Closing Date.

Loyola shall timely pay the 2025 taxes for the Property PIN (payable in 2026) after the Closing Date when such taxes are due and payable. If, based on the Closing Date, there are any 2026 taxes for the Property PIN (payable in 2027) attributable to Loyola's period of ownership for the time period prior to the Closing Date, Loyola shall also pay the taxes attributable to such ownership. The Village shall forward any such tax bills to Loyola if such bills are sent to the Village. The Village shall make such filings as are required to exempt the Property PIN from real estate taxes effective as of the Closing Date. If a tax bill payable in 2026 or 2027 is paid by Loyola and such bill includes taxes for a period after the Closing Date, then the parties shall cooperate to obtain a refund of such amount and such refund amount shall be paid to Loyola. The parties' obligations under this Section 3(f) shall survive the Closing Date.

If Loyola has filed a real estate tax assessment challenge applicable to the 2023 or 2024 real estate taxes (due and payable in 2024 and 2025, respectively) and any such challenge is still pending, the parties shall cooperate in the continued prosecution of such challenge. Any refund from such challenge shall be payable to Loyola, but any such refund shall not result in any adjustment of the Closing Date proration credit under subsection (a) above, which shall be final. If it becomes necessary for the Village or Loyola to enforce either parties' obligations under this paragraph, the enforcing party shall be entitled to its reasonable attorneys' fees and costs.

**4. Due Diligence Period.** The Village shall have a due diligence period (the "Due Diligence Period") that shall expire sixty (60) days after the date on which Loyola has delivered both (a) the Updated Title Commitment, and (b) the Updated Survey (the "DDP Termination Date"). As used herein, "Updated Survey" shall mean current survey of the Property (i.e., prepared after July 25, 2025 but not yet delivered as of the date of execution of this Agreement) satisfying the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (2021) and including Table A requirements 1, 2, 3, 4, 6 (a), 7(a), 8, 11 (observed evidence only) and 16.

During the Due Diligence Period, the Village, at the Village's sole cost and expense, shall review the Title Commitment (and related title exception documents), review the Updated Survey, investigate the physical and environmental condition of the Property, and conduct such additional investigations as the Village deems necessary to decide whether to proceed to closing. Prior to entering the Property during the Due Diligence Period, the Village (and any contractors, subcontractors, or consultants who may assist the Village in its due diligence activities, shall execute a right of entry agreement in form and substance reasonably acceptable to Loyola.

During the Due Diligence Period, the Village shall also seek to obtain Lake County's approval to either (a) the Preservation Agreement Amendment, (b) a termination and release of the Preservation Agreement in recordable form ("PA Termination"), (c) a side letter acknowledgment and consent signed by Lake County agreeing to the Village's and Loyola's execution of documents implementing (a) or (b), without Lake County's joinder (any of such options, either (a), (b), or (c), as applicable, a "Preservation Agreement

Modification”). The Village’s inability to obtain Lake County’s approval of either alternative (a), (b), or (c) shall be a valid basis for the Village to decide to not proceed with the transaction. If Lake County approves the PA Termination alternative, then Loyola and the Village shall also prepare and execute an instrument separately imposing the substance of the recapture provisions set forth in Section 3 of the Preservation Agreement Amendment as covenants running with the Real Property which shall be recorded immediately after recording of the PA Termination.

Prior to 5:00 p.m. on the DDP Termination Date, the Village, in its sole discretion, shall deliver written notice to Loyola of either its election to proceed with or to terminate this Agreement (the “Election Notice”). If the Village elects to terminate this Agreement, then, after the Village has performed all restoration work (if any) necessitated by its investigation work, this Agreement shall terminate and neither party shall have any further obligations hereunder. If the Village elects to proceed to closing, the parties shall proceed to close in transaction in accordance with the terms of this Agreement. If the Village fails to deliver such Election Notice, such failure shall be deemed to be an election by the Village to NOT close the transaction in accordance with the terms of this Agreement.

Loyola has previously provided the Village with the following reports and materials (collectively referred to as the “Environmental Reports”) related to the condition of the Property and certain other real property that was also previously owned by Loyola but subsequently sold to Pulte Home Corporation (such sold-off property, the “Pulte Property”):

- Phase I Site Assessment dated July 1, 2009 (70 pages);
- Pioneer Subsurface Investigation dated April 10, 2010 (47 pages) (the “Pioneer 2010 Report”);
- V3 Limited Subsurface Investigation dated February 16, 2012 (38 pages);
- Testing Services Corporation Phase II ESA dated January 9, 2014 (67 pages);
- The following two NFRL Letters for certain contamination not located on the Real Property but located on the Pulte Property and associated with a former maintenance building and former barn: (1) NFRL dated March 27, 2017 and recorded in the Lake County Recorder’s Office on April 7, 2017 as document no. 7385084 (former maintenance building); and (2) NFRL Augst 31, 2017 and recorded in the Lake County Recorder’s Office on September 12, 2017 as document no. 7426502 (former barn), and the LUST Program 20-Day Certification dated March 12, 2012, previously filed with respect to the underlying UST;
- AltusWorks Facility Condition Assessment reported dated August 23, 2024 (77 pages).

Loyola represents and warrants to the Village that the Environmental Reports are the investigative environmental reports which Loyola has obtained, or caused to be obtained, in the course of its acquisition and ownership of the Property (and the Pulte Property) and possesses as of the Effective Date.

The Village’s delivery of an Election Notice electing to proceed with closing shall be constitute the Village’s acknowledgment and agreement that it has a reasonable opportunity to investigate and determine the condition of the Property and is familiar with the Existing Encumbrances and Permitted Exceptions and obligations attendant to ownership of the Real Property and has accepted the condition of the title and the Property as-is, where is, with all defects, as described in this Section 4.

During the Due Diligence Period, Loyola shall provide the Village with a copy of all existing service and other contracts relating to the ownership and operation of the Property and the Personal Property and, to the extent such items exist and are within Loyola’s possession or control. During the Due Diligence Period, the parties shall agree on the schedule of Personal Property and schedule of Assumed Contracts to be attached to the Bill of Sale. Loyola shall terminate all other service contracts and other contracts not listed on such schedule.

(a) **Disclaimers.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN SECTION 5 OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE REPRESENTATIONS AND WARRANTIES, OR AS SET FORTH IN ANY DOCUMENT DELIVERED BY LOYOLA TO THE VILLAGE AT CLOSING (THE “CLOSING DOCUMENTS”), LOYOLA AND ITS AFFILIATES AND AGENTS HAVE NOT MADE, ARE NOT NOW MAKING, AND HEREBY SPECIFICALLY DISCLAIM, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, STATEMENTS, WARRANTIES, REPRESENTATIONS, OR GUARANTIES AS TO (1) MATTERS OF TITLE (OTHER THAN AS SET FORTH IN LOYOLA’S SPECIAL WARRANTY DEED AND SECTION 5(a), (2) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, EXCEPT AS SET FORTH IN SECTION 5(b), 5(c), AND 5(h), (3) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, AND LIMITATIONS REGARDING THE WITHDRAWAL OF WATER; (4) WHETHER, AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD-PRONE AREA, FLOOD PLAIN, FLOODWAY, OR SPECIAL FLOOD HAZARD; (5) DRAINAGE; (6) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS, CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSCORING; (7) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT; (8) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS, AND ELECTRIC; (9) USAGES OF ADJOINING PROPERTY; (10) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (11) THE VALUE, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (12) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT, OR FUTURE FEDERAL, STATE, OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING, FIRE, OR ZONING ORDINANCES, CODES, OR OTHER SIMILAR LAWS; (13) THE EXISTENCE OR NONEXISTENCE OF UNDERGROUND STORAGE TANKS ON THE PROPERTY; (14) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (15) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (16) THE EXISTENCE OF VESTED LAND USE, ZONING, OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (17) THE MERCHANTABILITY OF THE PROPERTY OR THE FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; OR (18) TAX CONSEQUENCES FOR PURPOSES OF THIS AGREEMENT.

THE VILLAGE HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES OF LOYOLA OR ITS EMPLOYEES, REPRESENTATIVES, AGENTS, OR AFFILIATES, EXCEPT THOSE SPECIFICALLY SET FORTH IN THIS AGREEMENT OR AS SET FORTH IN ANY CLOSING DOCUMENT. THE VILLAGE ACKNOWLEDGES THAT ANY INFORMATION OF ANY TYPE THAT THE VILLAGE HAS RECEIVED OR MAY RECEIVE FROM LOYOLA OR ITS AFFILIATES OR AGENTS, IS FURNISHED ON THE EXPRESS CONDITION THAT THE VILLAGE SHALL MAKE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF SUCH INFORMATION, ALL SUCH INFORMATION BEING FURNISHED WITHOUT ANY

WARRANTY WHATSOEVER, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT. THE VILLAGE ACKNOWLEDGES THAT IT AND ITS AFFILIATES AND DESIGNEES HAVE BEEN GIVEN FULL OPPORTUNITY TO INVESTIGATE THE PROPERTY AND AGREES TO ACCEPT THE TRANSFER OF THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON.

(b) **Survival.** The provisions of this Section 4 shall survive the Closing or any termination of this Agreement.

**5. Covenants, Representations and Warranties of Loyola.** The covenants, representations and warranties contained in this Section 5 shall survive the Closing for a period of one (1) year from the Closing Date and shall be deemed to have been relied upon by the Village in consummating this transaction, Loyola covenants, represents and warrants to the Village as to the following matters, each of which is so warranted to be true and correct as of the date of this Agreement, and shall be remade and true and correct as of the Closing Date. As used in this Section 5, the "actual knowledge of Loyola" shall mean the actual knowledge of the following individuals who have had responsibility for ownership and operation of the Real Property: Wayne Magdziarz, Senior Vice President and CFO; Michael Loftsgaarden, Assistant Vice President of Capital Planning; and Lisa Cushing Davis, Associate Director of Cuneo Mansion and Gardens.

- (a) **Title Matters.** On the Closing Date, the Title Company shall insure that the Village has fee simple title to the Real Property, subject only to the special warranty limitations in the Deed and those Permitted Exceptions as defined below,
- (b) **Violations of Zoning and Other Laws.** Subject to the next paragraph, Loyola has not received any written notice from, and has no actual knowledge of, any governmental agency alleging any, violations of any statute, ordinance, regulation or code related to the Real Property.

Loyola has actual knowledge that the underground storage tank referred to in the Pioneer 2010 Report as "UST 1" and located at the "Northwest Corner of Museum," was abandoned in place. The three borings that Pioneer made in 2010 in the vicinity of such UST (borings B-7, B-8, and B-9) revealed "[n]o field evidence of contamination." The Pioneer 2010 Report states that such UST was "completely filled with water" at the time of the report. A July 2011 drawing prepared by JJR, LLC, which served as Loyola's civil engineer and architect, depicts the location of the UST and includes the related note: "EXISTING TANK PUMPED, FILLED AND COMPACTED WITH GRANULAR FILL." Loyola has provided a copy of such drawing to the Village. Loyola has not located a permit or closure documents indicating that the Illinois Office of the State Fire Marshall issued a permit for such abandonment in place. If such permit and related closure information do not exist, such abandonment in place may have violated the Abandonment-in-Place regulations in 41 Ill. Admin. Code 175.840.

- (c) **Pending and Threatened Litigation.** There are no currently filed and pending, nor, to Loyola's actual knowledge, threatened matters of litigation, administrative action or examination, claim or demand related to the Real Property.
- (d) **Access to Property Utilities.** To Loyola's actual knowledge, no fact or condition exists that would result in the termination or impairment of access to the Real

Property from adjoining public or private streets or ways or which could result in discontinuation of presently available sewer, water, electric, gas, telephone or other utilities or services.

- (e) Assessments. To Loyola's actual knowledge, there are no special assessments for public improvements in the nature of off-site improvements benefiting the Real Property that have been levied and are payable by the owner of the Real Property.
- (f) No Breach of Other Agreements; etc. Subject to the execution of the Preservation Agreement Amendment or an alternate Preservation Agreement Modification, Loyola's execution of this Agreement, and performance of its obligations under this Agreement, do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Loyola or the Real Property are bound.
- (g) Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Real Property have been paid in full (or will be paid in full on or before the Closing Date), and there are and will be no mechanic's liens or other claims outstanding or available to any party in connection with the Real Property which will not be fully discharged or insured over as of the Closing Date.
- (h) Hazardous Materials.
  - i) From the date hereof to Closing, Loyola agrees (i) to operate, maintain and manage the Real Property consistent with its past practices in the ordinary course of business, (ii) not take any action that would alter the condition of the Real Property so as to cause it violate applicable federal, state, regional, county and local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment, and all Environmental Laws (as below); and (iii) to maintain existing insurance on the Real Property.
    - a) "*Environmental Law*" shall mean any current legal requirement pertaining to (a) the conservation, management or use of natural resources, (b) the protection or use of surface water, and (c) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) pollution (including any release to air land, and surface water, and includes, without limitation, the Illinois Environmental Protection Act; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15

U.S.C. §§2601 *et seq.*, Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*, Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§651 *et seq.*, Oil Pollution Act of 1990, 33 U.S.C. §§2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 *et seq.*, National Environmental Policy Act of 1969, 42 U.S.C. §§4321 *et seq.*, Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) *et seq.*, any similar, implementing or successor law, and any amendment, rule, regulation, order or directive issued thereunder.

- ii) Except as disclosed in the Environmental Reports (including, without limitation, the disclosure that based on the age of the Improvements, the possible existence of lead-based paint and asbestos in the mansion), Loyola has received no written notice of and has no actual knowledge of: (i) the presence of any Hazardous Material (as defined below) on, in, or under the Real Property; (ii) any “release” (as defined in 42 U.S.C. Section 9601(22), including the exclusions to such definition) of Hazardous Materials that has occurred on, in or under the Real Property; (iii) the presence of any equipment on the Real Property owned by Loyola and containing polychlorinated biphenyls (“PCBs”), other than fluorescent light fixtures in the mansion that, depending on their age, may contain PCBs, (iv) any imminent restriction on the ownership, occupancy, use or transferability of the Real Property in connection with any Environmental Law; (v) any person who has been adversely affected by a release of Hazardous Materials; or (vi) any person who has refined, produced, stored, handled, transferred, processed or transported any Hazardous Material on or onto the Real Property during Loyola’s period of ownership.

- a) “*Hazardous Material*” shall mean any substance, chemical, element, compound, chemical mixture, product, solid, gas, liquid, waste, byproduct, pollutant, waste, contaminant or material which is defined, determined or identified as hazardous or toxic under Environmental Laws or the release of which is regulated under Environmental Laws, and includes, without limitation, (a) asbestos, polychlorinated biphenyls and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as “hazardous” or “toxic” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, or Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*

- iv) If prior to the Closing Date, Loyola receives written notice from any federal, state, or local governmental agency (other than the Village) (i) of any violation of any Environmental Laws related to the Real Property, (ii) of any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any Environmental Law or requiring Loyola to take any action in connection with the release of any Hazardous Materials into the environment related to the Real Property, (iii) alleging that the Loyola may be liable or responsible for costs associated with a response to or cleanup of a release of any Hazardous Materials into the environment or any damages caused thereby, (iv) that Loyola is subject to investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, or (v) that the Real Property or assets of Loyola are subject to a lien in favor of any governmental entity for any liability under the Environmental Laws for damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, then Loyola shall promptly provide the Village with a copy of such notice, and in no event later than fifteen (15) days after Loyola's receipt thereof. Within thirty (30) days of Loyola's delivery to the Village of a copy of such notice, either Loyola or the Village shall have the right to terminate this Agreement in their sole discretion if, during such period, the parties are unable to agree upon a mutually acceptable response to such notice.
- (j) Section 1445 Withholding. Loyola represents that they are not a "**foreign person**" as defined in Section 1445 of the Internal Revenue Code and are therefore exempt from the withholding requirements of said Section. Loyola will furnish The Village at Closing with a Certificate of Non-foreign Status in the form of Exhibit I to this Agreement.
- (k) Transfers and Encumbrances. Prior to the Closing Date, Loyola will not transfer the Real Property nor create any easements, liens, mortgages, or other encumbrances with respect to the Real Property, without the Village's prior written consent.
- (l) Leases. Loyola represents that there are no leases that will be in effect on the Closing Date that will survive the Closing.
- (m) Material Changes. Loyola shall notify the Village immediately if the representations, covenants and warranties contained in this Agreement shall become untrue or invalid in any material respect.
- (n) Parties in Possession. There are no parties in possession of any portion of the Property except Loyola.
- (o) Organization and Standing; Authority; Enforceability. Loyola is an Illinois not for profit corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois and has the requisite corporate power and authority to carry on its business as now conducted and to convey the Property as provided in

this Agreement and to perform its obligations under this Agreement and the other documents contemplated under this Agreement to which Loyola is or will be a party (“Loyola’s Ancillary Documents”), and that corporate action necessary to authorize Loyola’s execution of and performance under this Agreement and the Loyola’s Ancillary Documents has been taken. The individuals executing this Agreement and the Closing Documents have been duly authorized to sign such documents. This Agreement has been, and when executed and delivered, the Loyola Ancillary Documents will be, duly executed and delivered and constitute valid and binding obligations of Loyola enforceable in accordance with their respective terms, subject to customary equitable and legal enforceability exceptions.

- (p) OFAC. Loyola is not a person or entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 25, 2001), and does not engage in any dealings or transactions, and is not otherwise associated, with any of those persons or entities.
- (q) Service and Other Contracts. As of the Closing Date, there are no leases, licenses, use agreements, contracts, service contracts, or agreements affecting the Property, except the Assumed Contracts listed (if any) in (Sub)Exhibit C to the Bill of Sale, as agreed to by the parties during the Due Diligence Period.
- (r) Survival. Loyola’s warranties and representations contained in this Section 5 shall survive the delivery of the Deed and Closing for a period of one (1) year. Any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date which is one (1) year after the Closing and, if not commenced on or before such date, thereafter such representations and warranties shall be void and of no force or effect.
- (s) Conditions Precedent to Loyola Closing. It is a condition precedent to Loyola’s obligations under this Agreement that as of the Closing Date, all of the Village’s representations and warranties shall be true and correct in all material respects, and all of the Village’s covenants under this Agreement shall have been complied with in all material respects. If the Village’s representations and warranties were not true and correct when made, or are true and correct in all material respects on the Closing Date, or if the Village shall not have materially complied with the its covenants under this Agreement, then Loyola may, at its option, (i) waive this condition and close this transaction in accordance with the terms and provisions of this Agreement, or (ii) terminate this Agreement by notice in writing to the Village whereupon neither party shall have any further rights or obligations under this Agreement, other than rights or obligations that expressly survive termination.

## **6. Title Approval.**

(a) **Commitment; Survey**. The Title Commitment is attached as Exhibit G. Loyola has ordered the Updated Survey and shall deliver a copy to the Village upon its receipt of such survey. The Village may, at its election, obtain the Owner Policy described in Section 3(b)(iii). Loyola shall cooperate

by delivering customary grantor title clearance documents, such as an ALTA Statement, to facilitate the issuance of such policy.

(b) **Permitted Exceptions.** The phrase “Permitted Exceptions” means the Existing Encumbrances and the other exceptions to title initially shown on (Sub)Exhibit B to the Deed attached as Exhibit D to this Agreement, which shall be finalized and agreed to by the parties during the Due Diligence Period.

7. **Broker’s Fee.** The parties represent to each other that there is no broker, finder, or intermediary of any kind with whom such party has dealt in connection with this transaction. If any claim is made for broker’s or finder’s fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party, which obligation shall survive Closing. The provisions of this Section 7 shall survive the Closing or any termination of this Agreement.

8. **Default.**

(a) **Loyola Remedies.** If the Village fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except failure by Loyola to perform its obligations hereunder, or if at or on the Closing Date any one or more of the Village's representations or warranties are breached in any material respect, and this failure or breach is not cured within thirty (30) business days after written notice from Loyola to the Village, then Loyola may, as its sole and exclusive remedy terminate this Agreement by giving the Village prompt notice of such election.,

(b) **Village Remedies.** If Loyola fails to perform its obligations pursuant to this Agreement for any reason except failure by the Village to perform its obligations hereunder, or if at or on the Closing Date any one or more of Loyola’s representations or warranties are breached in any material respect and this failure or breach is not cured within thirty (30) business days after written notice from the Village to Loyola, then the Village may, as its sole and exclusive remedy, either: (i) terminate this Agreement by giving Loyola prompt written notice of such election, or (ii) enforce specific performance of Loyola’s obligations under this Agreement.

9. **Covenants of Loyola.** From and after the Effective Date and until the Closing Date, Loyola shall:

(a) **Operations.** Maintain and operate the Property in its current state and condition, reasonable wear and tear and damage from casualty excepted.

(b) **Removal of Property.** Not remove from the Property the Personal Property that, during the Due Diligence Period, the parties agree to include on Exhibit C to this Agreement and transfer to the Village on the Closing Date pursuant to the Bill of Sale. Notwithstanding the foregoing, the Village acknowledges that Loyola may remove the Cuneo Family Objects and the Artwork (as such terms are defined in the Preservation Agreement) and all other personal property, excluding only the Personal Property to be agreed upon and included on Exhibit C.

(c) **Notices.** Provide the Village with copies of all written notices received by Loyola which assert any material breach of any applicable laws related to the Property.

10. **Representations and Warranties of the Village.** The Village represents and warrants to Loyola, which representations and warranties shall be made by the Village to Loyola as of the Closing Date and shall survive the Closing Date for one (1) year:

(a) **Organization and Standing.** The Village is an Illinois municipal corporation and home rule unit of government under the Constitution and laws of the State of Illinois and has all requisite corporate and home rule unit power and authority to carry on its business as now conducted and to acquire, own, and operate the Property.

(b) **Authorization; Enforceability.** The Village has all requisite corporate power and authority to enter into this Agreement and the other documents to which the Village is or will be a party (collectively, “the Village’s Ancillary Documents”), and to carry perform its obligations under the Agreement and the Village’s Ancillary Documents. The Village’s Board of Trustees has taken all action required to authorize the execution and delivery by the Village of this Agreement and the Village’s Ancillary Documents, the performance by the Village of its obligations hereunder and thereunder and the consummation by the Village of the transactions contemplated hereby and thereby. This Agreement has been, and when executed and delivered the Village’s Ancillary Documents will be, duly executed and delivered by the Village and constitute valid and binding obligations of the Village, enforceable against the Village in accordance with their respective terms, subject to customary equitable and legal enforceability exceptions.

(c) **Consents and Approvals of Governmental Authorities.** Except for the Preservation Agreement Amendment (or the alternative Preservation Agreement Modification), no consent of, or declaration, filing or registration with, any governmental authority or third party is required to be made or obtained by the Village in connection with the execution, delivery and performance of this Agreement or the Village’s Ancillary Documents or the consummation of the transactions contemplated hereby or thereby.

(d) **Tax Status.** The Village is recognized as exempt from federal income taxation.

(e) **OFAC.** The Village is not a person or entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 25, 2001), and to The Village's knowledge does not engage in any dealings or transactions, and is not otherwise associated, with any of those persons or entities.

(f) **Conditions Precedent to the Village Closing.** It is a condition precedent to the Village’s obligations under this Agreement that as of the Closing Date, all of Loyola’s representations and warranties shall be true and correct in all material respects, and all of Loyola’s covenants under this Agreement shall have been complied with in all material respects. If Loyola’s representations and warranties are not true and correct in all material respects on the Closing Date, or if Loyola shall not have materially complied with Loyola’s covenants under this Agreement, then the Village may, at its option, (i) waive this condition and close this transaction in accordance with the terms and provisions of this Agreement, or (ii) terminate this Agreement by notice in writing to Loyola whereupon neither party shall have any further rights or obligations under this Agreement.

11. **Damage to Property.** [INTENTIONALLY DELETED].

12. **Assignment.** Neither party may assign its rights and obligations under this Agreement without the other party’s prior written consent, which consent shall be given or denied in such second party’s sole and absolute discretion.

13. **Miscellaneous.**

(a) **Notice.** All notices, demands, and requests and other communications required or permitted under this Agreement must be in writing and will be deemed to be delivered (i) when actually received by email or personal delivery or, (ii) if earlier and regardless whether actually received or not, one Business

Day after deposit with a nationally recognized overnight courier for next Business Day delivery, charges prepaid, addressed to the addressee as follows:

If to The Village:

Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, IL 60061-2904  
Attn: Kevin Timony, Village Manager  
[KevinT@vhills.org](mailto:KevinT@vhills.org)

With a copy to:

James V. Ferolo, Esq.  
Klein, Thorpe & Jenkins, Ltd.  
120 S LaSalle Street, Suite 1710  
Chicago, IL 60603  
[jvferolo@ktjlaw.com](mailto:jvferolo@ktjlaw.com)

If to Loyola:

Loyola University of Chicago  
820 N. Michigan Avenue, Suite 1506  
Chicago, IL 60611  
Attn: Wayne Magdziarz, Sr.V.P. and CFO  
[wmagdzi@luc.edu](mailto:wmagdzi@luc.edu)

With a copy to:

Loyola University  
Office of General Counsel  
820 N. Michigan Avenue, Suite 750  
Chicago, Illinois 60611  
Attn: General Counsel

**(b) Governing Law.** This Agreement will be construed under and in accordance with the laws of the State of Illinois (without regard to any conflict of laws).

**(c) Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns, provided, however, that neither party may assign its rights and obligations under this Agreement without the consent of the other party, which shall be in such other party's sole discretion.

**(d) Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, in lieu of any invalid, illegal, or unenforceable provision, there shall be automatically added to this Agreement a provision as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(e) **Entire Agreement.** This Agreement and, upon execution and recording, the Preservation Agreement Amendment or alternate Preservation Agreement Modification, (i) constitute the sole and only agreements of the parties hereto with respect to the subject matter hereof (ii) supersede any prior understandings or written or oral agreements between the parties respecting the subject matter hereof, and (iii) cannot be changed except by their written consent.

(f) **Time for Performance.** Time is of the essence with this Agreement.

(g) **References.** All references to "Sections" contained in this Agreement are, unless specifically indicated otherwise, references to articles, sections, subsections, and paragraphs of this Agreement. Whenever in this Agreement the singular number is used, the same shall include the plural where appropriate (and vice versa), and words of any gender shall include each other gender where appropriate. All references to "Exhibits" and "Schedules" are, unless specifically indicated otherwise, references to exhibits, schedules, and attachments to this Agreement, which are incorporated into this Agreement by each reference.

(h) **Survival.** None of the covenants or other obligations of Loyola or the Village shall survive the Closing unless such survival is expressly provided for in this Agreement, in which case such covenants or obligations shall survive for the periods provided in this Agreement (or, if no period is provided, for any applicable statutory limitations period) and shall not be deemed to have merged or terminated at the Closing or any termination or cancellation of this Agreement.

(i) **Counterparts.** The parties may execute this Agreement in one or more counterparts, the signature pages of which may be assembled to constitute an original execution copy. A photocopy, .pdf file, or other digital or electronic signature shall be binding on the parties and have the same legal effect as an original signature.

(j) **Rule of Construction.** The parties hereto acknowledge that the parties and their respective counsel have each reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(k) **Waiver of Jury Trial.** Each party hereto, knowingly and voluntarily, and for their mutual benefit, waives any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to, this Agreement.

(l) **Business Day.** "Business Day" means a date that is not a Saturday, Sunday or holiday observed by federally chartered banks in the State where the Property is located. Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if the date falls upon a date that is not a Business Day, the date for the determination or action shall be extended to the first Business Day immediately thereafter. The final day of any such period shall be deemed to end at 5:00 p.m., in Chicago, Illinois.

(m) **Schedule and Exhibits.** The following schedules and exhibits are hereby incorporated into this Agreement:

Exhibit A	-	Legal Description of the Property
Exhibit B	-	Existing Entitlements
Exhibit C	-	Personal Property (If Any)*
Exhibit D	-	List of Assumed Contracts (If Any)*
Exhibit E	-	Form of Special Warranty Deed
Exhibit F	-	Form of Bill of Sale and Assignment

- Exhibit G - Updated Title Commitment
- Exhibit H - Preservation Agreement Amendment
- Exhibit I - Non-Foreign Affidavit

\*To be agreed upon during the Due Diligence Period

*[Signature pages follow.]*

EXECUTED to be effective as of the date set forth above.

**LOYOLA:**

**LOYOLA UNIVERSITY OF CHICAGO,**  
an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Name: Mark C. Reed  
Title: President

**VILLAGE:**

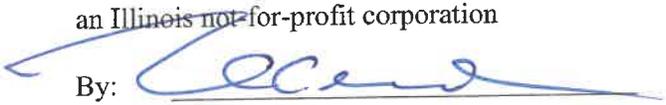
VILLAGE OF VERNON HILLS, a municipal corporation and a  
home rule unit of government

By:  \_\_\_\_\_  
Name: Thom Koch, Jr.  
Its: President

EXECUTED to be effective as of the date set forth above.

**LOYOLA:**

**LOYOLA UNIVERSITY OF CHICAGO,**  
an Illinois not-for-profit corporation

By:   
Name: Mark C. Reed  
Title: President

**VILLAGE:**

VILLAGE OF VERNON HILLS, a municipal corporation and a  
home rule unit of government

By: \_\_\_\_\_  
Name: Thom Koch, Jr.  
Its: President

**EXHIBIT A**

**Legal Description of the Real Property**

Lot 129 in the Residences at Cuneo Mansion and Gardens, being a Subdivision of Part of Section 33, Township 44 North, Range 11 East of the Third Principal Meridian, according to a Plat thereof recorded June 6, 2017 as document number 74000290 (six pages), in Lake County, Illinois.

PIN: 11-33-205-072

Commonly known as: 1350 N. Milwaukee Avenue, Vernon Hills, Illinois 60061

## EXHIBIT B

### **Existing Entitlements**

1. Preservation and Campus Development Agreement dated April 12, 2015, by and between the Village of Vernon Hills, the County of Lake, and Loyola.
2. First Amendment to Agreement for Sanitary Sewer and Water Supply Services to the Cuneo Service Area of the Village of Vernon Hills executed April 12, 2016 by the Village and Lake County and recorded in the Lake County Recorder's Office on May 9, 2016 as document no. 7289998.
3. Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions for the Cuneo South Commercial Property executed April 25, 2016, by Loyola, as Declarant, and acknowledged by the Village and Lake County and recorded in the Lake County Recorder's Office on May 9, 2016, as document no. 7289998.
4. Intergovernmental Agreement by and between County of Lake and Village of Vernon Hills Regarding the Cuneo Property executed May 2, 2016 and recorded in the Lake County Recorder's Office on May 9, 2016 as document no. 7289998.
5. Ordinance No. 2017-014, An Ordinance Granting Certain Approvals for Property Previously Known as the Cuneo South Commercial Property and Now Known as the Cuneo South Residential Property Together With the Cuneo Mansion & Garden Property, etc., approved by Board of Trustees and Mayor of the Village on March 7, 2017 (available on Village website, with exhibits, 229 pages).
6. Final Plat of the Residences at Cuneo Mansion and Gardens recorded in the Lake County Recorder's Office on June 6, 2017, as document no. 7400290 (six pages).
7. Declaration of Temporary Construction Easements, Permanent Easements, Right of Entry for Maintenance Purposes, and Cost Sharing Agreements dated June 7, 2017, by and between Loyola and Pulte Home Company, LLC, and recorded June 9, 2017, in the Lake County Recorder's Office as document no. 7401477 (the "Declaration and Cost Sharing Agreement"). This declaration was amended by First Amendment to Declaration of Temporary Construction Easements, Permanent Easements, Right of Entry for Maintenance Purposes, and Cost Sharing Agreements dated December 7, 2018, and recorded December 18, 2018 in the Lake County Recorder's Office as document no. 7532612.
8. Declaration of Covenants for the Residences at Cuneo dated February 6, 2018, made by Pulte Home Company, LLC, as Declarant, and recorded February 12, 2018, in the Lake County Recorder's Office as document no. 7463465.

**EXHIBIT C**

**List of Personal Property**

[To be agreed upon during Due Diligence Period]

**EXHIBIT D**

**List of Assumed Contracts (If Any)**

[To be agreed upon during Due Diligence Period)

**EXHIBIT E**

**Special Warranty Deed**

THIS DOCUMENT PREPARED BY:

Steve Holler  
Associate General Counsel  
Loyola University of Chicago  
820 N. Michigan Avenue Suite 750  
Chicago, Illinois 60611

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**SPECIAL WARRANTY DEED**

Pursuant to this Special Warranty Deed dated January [ ], 2026, LOYOLA UNIVERSITY OF CHICAGO, an Illinois not for profit corporation (“**Grantor**”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to it paid by the VILLAGE OF VERNON HILLS, an Illinois municipal corporation and home rule unit of government, (“**Grantee**”), has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee the tract of land (the “**Land**”) in Lake County, Illinois more fully described on **Exhibit A** hereto, together with all improvements thereon and all of Grantor’s right, title and interest, if any, in and to all easements, rights-of-way, rights and appurtenances appertaining thereto (the “**Property**”). This Special Warranty Deed is executed by Grantor and accepted by Grantee subject to those items set out and listed in **Exhibit B** hereto (the “**Permitted Encumbrances**”).

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under Grantor, but none other.

Address of Grantee:

Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, IL 60061-2904  
Attn: Kevin Timony, Village Manager

*The transfer under this Special Warranty Deed is exempt from real estate transfer taxes pursuant to paragraph ( ) of the MyDec/PTAX transfer tax declarations filed by Grantor and Grantee in connection with the transaction.*

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the date first set forth above.

GRANTOR:

LOYOLA UNIVERSITY OF CHICAGO  
an Illinois not for profit corporation

By: \_\_\_\_\_  
Wayne Magdziarz  
Senior Vice President and  
Chief Financial Officer

STATE OF ILLINOIS        )     SS  
                                  )  
COUNTY OF COOK        )     SS

This instrument was acknowledged before me on January [\_\_\_], 2026, by Wayne Magdziarz, not individually, but as the Senior Vice President and Chief Financial Officer of LOYOLA UNIVERSITY OF CHICAGO, as the act and deed of said entity.

\_\_\_\_\_  
Name:  
Notary Public in and for  
The State of Illinois

(Seal of Notary)

My commission expires:

Upon Recording, Return This Instrument To:

JAMES V. FEROLO  
Klein, Thorpe & Jenkins, Ltd.  
120 S. LaSalle Street Ste. 1710  
Chicago, Ill. 60603  
[jvferolo@ktjlaw.com](mailto:jvferolo@ktjlaw.com)  
(312) 984-6433

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Bill of Sale, Assignment of Personal Property, Service Contracts, and Warranties as of the Effective Date.

**GRANTOR:**

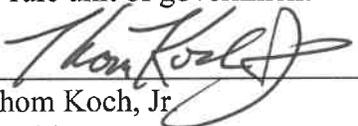
LOYOLA UNIVERSITY OF  
CHICAGO, an Illinois not for profit  
corporation

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

Wayne Magdziarz,  
Senior Vice President and  
Chief Financial Officer

**GRANTEE:**

VILLAGE OF VERNON HILLS, an  
Illinois municipal corporation and  
home rule unit of government

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

Thom Koch, Jr.  
President

Exhibit A to Special Warranty Deed

Legal Description of Property

Lot 129 in the Residences at Cunco Mansion and Gardens, being a Subdivision of Part of Section 33, Township 44 North, Range 11 East of the Third Principal Meridian, according to a Plat thereof recorded June 6, 2017 as document number 74000290 (six pages), in Lake County, Illinois.

PIN: 11-33-205-072

Commonly known as: 1350 N. Milwaukee Avenue, Vernon Hills, Illinois 60061

Exhibit B to Special Warranty Deed

Permitted Exceptions

1. The Existing Entitlements
2. Matters disclosed in the Updated Survey to be prepared by Manhard Consulting, Ltd.
3. As otherwise agreed to by the parties during the Due Diligence Period.

## **EXHIBIT F**

### **Bill of Sale and Assignment**

Pursuant to this Bill of Sale and Assignment dated as of January [\_\_\_], 2026 (the “**Effective Date**”), LOYOLA UNIVERSITY OF CHICAGO, an Illinois not for profit corporation (“**Grantor**”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the VILLAGE OF VERNON HILLS, an Illinois municipal corporation and home rule unit of government (“**Grantee**”), the receipt and sufficiency of which are hereby acknowledged, has granted, sold, assigned, transferred, conveyed, and delivered and does by these presents grant, sell, assign, transfer, convey and deliver unto Grantee, all of Grantor’s rights, titles, and interests in and to the following property located in, on, affixed to, and/or arising or used in connection with the improved property (the “**Improvements**”) situated on the land in the County of Lake, State of Illinois, more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (collectively, the “**Property**”):

(a) The fixtures and mechanical operating installed and located on the Property and the personal property owned by Grantor and located on the Property and described on **Exhibit B** attached hereto and made part hereof, if any, (the “**Personal Property**”); and

(b) All Assumed Contracts listed on **Exhibit C** attached hereto and made a part hereof, if any (the “**Assumed Contracts**”).

The Grantor and Grantee hereby covenant and agree as follows:

(i) Grantee accepts the aforesaid assignment and Grantee assumes and agrees to be bound by and timely perform, observe, discharge, and otherwise comply with each and every one of the agreements, duties, obligations, covenants and undertakings upon the lessor’s part to be kept and performed under the Assumed Contracts arising or accruing on and after the date hereof.

(ii) Grantor shall indemnify, defend and hold Grantee harmless from and against all demands and claims arising, occurring or accruing prior to the date hereof under the Assumed Contracts and any service contracts or other contracts that Grantee did not assume.

(iii) Grantee shall indemnify, defend and hold the Grantor harmless from and against all demands and claims arising, occurring or accruing on or after the date hereof under the Assumed Contracts.

(iv) This Agreement shall bind and inure to the benefit of the parties and their respective successors, legal representatives and assigns.

(v) Neither this Agreement nor any term, provision, or condition hereof may be changed, amended or modified, and no obligation, duty or liability or any party hereby may be released, discharged or waived, except in a writing signed by all parties hereto.

Exhibit A to Bill of Sale

Legal Description of Property

Lot 129 in the Residences at Cuneo Mansion and Gardens, being a Subdivision of Part of Section 33, Township 44 North, Range 11 East of the Third Principal Meridian, according to a Plat thereof recorded June 6, 2017 as document number 74000290 (six pages), in Lake County, Illinois.

PIN: 11-33-205-072

Commonly known as: 1350 N. Milwaukee Avenue, Vernon Hills, Illinois 60061

Exhibit B to Bill of Sale

Personal Property

[To Be Agreed Upon During Due Diligence Period]

Exhibit C to Bill of Sale

Assumed Contracts

[To Be Agreed Upon During Due Diligence Period]

**EXHIBIT G**

**Updated Title Commitment**

[See Attached]

## **EXHIBIT H**

### **Preservation Agreement Amendment**

[TO BE FORMATTED INTO RECORDABLE FORM]

#### **AMENDMENT AND PARTIAL TERMINATION OF CUNEO MANSION AND GARDENS PRESERVATION AND CAMPUS DEVELOPMENT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF LAKE AND VILLAGE OF VERNON HILLS REGARDING THE CUNEO PROPERTY**

This AMENDMENT AND PARTIAL TERMINATION OF CUNEO MANSION AND GARDENS PRESERVATION AND CAMPUS DEVELOPMENT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF LAKE AND VILLAGE OF VERNON HILLS REGARDING THE CUNEO PROPERTY (“Amendment”) is executed by, between and among (i) the County of Lake, an Illinois body politic and corporate (the “County”); (ii) the Village of Vernon Hills, an Illinois municipal corporation (the “Village”); and (iii) Loyola University of Chicago, an Illinois not-for-profit corporation (“Loyola”), and shall be effective as January 1, 2026 (the “Effective Date”).

#### **RECITALS**

The County, the Village, and Loyola have previously entered into that certain Cuneo Mansion and Gardens Preservation and Development Agreement entered into as of April 12, 2015 and recorded in the Lake County Recorder’s Office on May 9, 2016 as document no. 7289998 (the “Original Agreement”) and the Intergovernmental Agreement Between The County Of Lake And Village Of Vernon Hills Regarding The Cuneo Property entered into as of May 2, 2016 and recorded in the Lake County Recorder’s Office on May 9, 2016 as document no. 7289998 (the “Intergovernmental Agreement”).

A. Capitalized terms not defined in this Amendment shall have the meaning given in the Original Agreement.

B. After the Original Agreement was executed, the Land Use Entitlements were granted, Loyola conveyed the Residential Project Property to Pulte Home Corporation, the Residential Project was constructed, and all residential units in such project were sold, all as contemplated by the Original Agreement. After the conveyance of the Residential Project Property to Pulte, Loyola continued to own and operate the land legally described in Exhibit A to this Amendment, and all other improvements located thereon (collectively, the “Lot 129 Property”)

C. After Loyola acquired the Property from the Cuneo Foundation in 2010, and prior to the execution of the Original Agreement, the university invested more than \$8 million in repairing, maintaining, and improving the Property. Since 2015, Loyola has invested an additional approximately One Million Two Hundred Fourteen Thousand Three Hundred Fifty-

Five Dollars (\$1,214,355.00) in repairs, maintenance, and improvements to the Property in accordance with the Original Agreement.

D. Despite such investment and efforts, Loyola has never operated the Lot 129 Property profitably and, to the contrary, has experienced aggregate operating losses in excess of Three Million Eight Hundred Seventy-Four Thousand Five Hundred Seventy-One Dollars (\$3,874,571.00) since 2015.

E. Based on such operating losses, in 2024, the Cuneo Foundation released Loyola from the 20-year operating covenant that was imposed in 2010 when the Cuneo Foundation deeded the Property to Loyola.

F. Loyola has now agreed to convey and transfer title to the Lot 129 Property to the Village for One Dollar (\$1.00) (the “Transfer”), together with certain other consideration provided for under the Cuneo Property Transfer Agreement dated [July \_\_\_\_], 2025 by and between the Village and Loyola (the “Transfer Agreement”), and the Village has agreed to accept such Transfer.

G. In connection with the Transfer, the Village, the County, and Loyola have agreed to terminate certain provisions in the Original Agreement and Intergovernmental Agreement, and to amend certain other provisions, as set forth herein.

NOW THEREFORE, in consideration of the above recitals, the covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

### **AGREEMENTS**

1. **Incorporation of Recitals and Exhibits.** The recitals set forth above, and the Exhibit attached to this Agreement, are incorporated herein by reference, and constitute a material part of this Agreement.

2. **Termination of Original Agreement Sections.** The parties hereby agree to terminate the following Sections of the Original Agreement as of the Effective Date: 2; 3 (subject to Loyola’s transferring to the Village the remaining Cuneo Restoration and Repair Funds on the Effective Date, as provided for under the Transfer Agreement); 4; 5; 6 (subject to the amendment in Section 3 below); and 7 (subject to the amendment in Section 4 below). For purposes of certainty, after the Effective Date, Loyola shall have no further obligations under the Original Agreement but shall have the rights provided for under Sections 3 and 4 of this Amendment.

The parties hereby agree to terminate the following Sections of the Intergovernmental Agreement as of the Effective Date: 3 (A) and (B)(i-iv). For purposes of certainty, after the Effective Date, the Village shall have complete control of the Cuneo Restoration and Repair Funds and may spend such funds in the Village sole discretion. Further, the Village may

determine the future use and/or continued existence of the Cuneo Mansion and Gardens in its sole discretion.

3. **Transfer to Village; Survival of Amended Recapture Provision.** As provided for in the Original Agreement, the Transfer: (a) shall not include any artwork, personal property (except to the extent provided for in the Transfer Agreement) or Cuneo family objects; but (b) shall include the fixtures within the mansion. The Transfer shall now also include the pavilion, the parking area, and all other existing improvements on the Lot 129 Property.

After the Effective Date, the Village, or its assignee or designee, may demolish the Cuneo Mansion or the pavilion (or both) and, so long as no Recapture Event (as defined below) occurs, no recapture amount shall be payable to Loyola.

However, if within ten (10) years of the Effective Date, all of the following occur, then the applicable recapture amount specified in the next sentence shall be due and payable to Loyola: (a) the Village, by ordinance, regulation, administrative action, zoning action, or otherwise, entitles or otherwise permits a use of the Property for a use other than its existing use or a public park or public open space; and (b) the Village, or its assignee or designee, sells or otherwise transfers (e.g., under a long-term lease) the Lot 129 Property, or a portion thereof, to a third party (the occurrence of both (a) and (b), a “Recapture Event”). If a Recapture Event occurs, then the Village shall pay to Loyola (i) fifty percent (50%) of the net proceeds from a Recapture Event occurring within five (5) years of the Closing Date, (ii) twenty-five percent (25%) of the net proceeds received from a Recapture Event occurring during years six through ten (6-10) after the Effective Date, and (iii) zero percent (0%) of any such net proceeds after the tenth (10<sup>th</sup>) anniversary date of the Effective Date. The applicable recapture amount shall be paid to Loyola at the time of the closing of the sale or transfer giving rise to the Recapture Event or, if such proceeds are paid in whole or in part after such closing, at such later date(s), with a prorated portion of the amount due to Loyola paid on each payment date. For example, if the net proceeds are paid 50% on the initial closing date and 50% on the second anniversary of such closing date, then Loyola would receive its applicable percentage (i.e., either 50% or 25%, depending on the initial closing date) of the net proceeds paid on the initial closing date and its applicable percentage of the net proceeds paid on the second anniversary date. So long as the Recapture Event occurs within the ten-year recapture period, the recapture payment amount due to Loyola shall be paid even if the payment of such amount is not made until after the expiration of such ten-year recapture period, and the applicable percentage shall be based on when the initial closing date occurs.

4. **Default; Enforcement.** If the Village defaults in its obligations under Section 3 above and such default is not cured within ten (10) business days of written notice from Loyola, Loyola shall have the right to specifically enforce the terms of this Amendment and receive the amount due to Loyola under Section 3 above, and to recover the reasonable costs of any attorney’s fees and expenses incurred in doing so.

5. **Counterpart Signatures.** This Amendment may be executed in multiple counterpart originals and the signature pages attached to form an original, fully-executed agreement. A facsimile or photocopied signature shall have the same legal effect as an original

signature.

[Signatures Appear on Next Page]

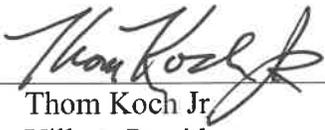
[Signature Page to Amendment and Partial Termination  
of Cuneo Mansion and Gardens  
Preservation and Development Agreement]

**COUNTY OF LAKE**

By: \_\_\_\_\_  
Sandy Hart  
County Board Chairman

ATTEST: \_\_\_\_\_  
Anthony Vega  
County Clerk

**VILLAGE OF VERNON HILLS**

By:  \_\_\_\_\_  
Thom Koch Jr.  
Village President

ATTEST:  \_\_\_\_\_  
Kevin Timony  
Village Clerk

**LOYOLA UNIVERSITY OF CHICAGO**

By: \_\_\_\_\_  
Wayne Magdziarz  
Senior Vice President and  
Chief Financial Officer

**(Sub)Exhibit A**

**Legal Description of Property**

Lot 129 in the Residences at Cuneo Mansion and Gardens, being a Subdivision of Part of Section 33, Township 44 North, Range 11 East of the Third Principal Meridian, according to a Plat thereof recorded June 6, 2017 as document number 74000290 (six pages), in Lake County, Illinois.

PIN: 11-33-205-072

Commonly known as: 1350 N. Milwaukee Avenue, Vernon Hills, Illinois 60061

## EXHIBIT I

### **Non-Foreign Transferor's Affidavit (FIRPTA)**

Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by the undersigned ("Transferor"), the undersigned hereby certifies the following on behalf of the Transferor.

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate, or foreign person (as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is 36-1408475; and
3. Transferor's address is 820 N. Michigan Ave, Room 1506, Chicago, Il 60611.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury the undersigned declares that it has examined this certification and to the best of its knowledge and belief it is true, correct and complete, and it further declares that it has authority to sign this document on behalf of Transferor.

Executed to be effective as of January [\_\_\_\_], 2026.

TRANSFEROR:

LOYOLA UNIVERSITY OF CHICAGO,  
an Illinois not for profit corporation

By: \_\_\_\_\_  
Wayne Magdziarz  
Senior Vice President and  
Chief Financial Officer

**VILLAGE OF VERNON HILLS  
ORDINANCE 2025-117**

**AN ORDINANCE AWARDING A CONTRACT TO FGM ARCHITECTS INC. TO  
PROVIDE PROFESSIONAL SERVICES FOR THE POLICE STATION ADDITIONS AND  
RENOVATIONS PROJECT FOR AN AMOUNT NOT TO EXCEED \$1,720,500**

**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 President and Board of Trustees desire to maintain and improve the Village’s facilities; and

**WHEREAS**, Staff received a proposal for architectural services related to the Police Campus by FGM Architects Inc.; and

**WHEREAS**, Staff seeks approval to authorize the Village Manager to execute a contract with FGM Architects Inc. to provide professional services for the Police Station Additions and Renovations Project for an amount not to exceed \$1,720,500.

**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: EXECUTION OF AGREEMENT:** The Village Manager is hereby authorized to execute all documents required with FGM Architects Inc. to provide professional services for the Police Station Additions and Renovations Project for an amount not to exceed \$1,720,500.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payments to FGM Architects Inc. for an amount not to exceed \$1,720,500.

**SECTION 3: EFFECTIVE DATE:** This Ordinance shall be in full force and effective from its passage and approval.

**SECTION 4: ORDINANCE NUMBER:** This Ordinance shall be known as Ordinance Number 2025-117.

Dated this 7th day of October 2025.

Adopted by roll call vote as follows:

AYES: 6 – Marquardt, Takaoka, Forster, Schenk, Lundeen, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Oppenheim

Thom Koch Jr., Village President

PASSED: 10/08/2025

APPROVED: 10/08/2025

ATTEST: 10/08/2025

Kevin Timony, Village Clerk