

**VILLAGE OF VERNON HILLS
RESOLUTION 2020-002**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A
TRAFFIC AND PARKING REGULATION AGREEMENT WITH THE NEW
CENTURY TOWN TOWNHOUSE ASSOCIATION NO. 2 REGARDING TRAFFIC AND
PARKING ENFORCEMENT AT THE NEW CENTURY TOWN NO. 2 DEVELOPMENT**

WHEREAS, the VILLAGE OF VERNON HILLS, Lake County, Illinois (the “Village”) is a home rule municipality, pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

WHEREAS the New Century Town Townhouse Association No. 2 (hereinafter the “Association”) controls a residential development located within the corporate jurisdiction of the Village, known as the New Century Town No. 2 Development (hereinafter called the “Complex); and

WHEREAS the Association and the Village desire to enter into an agreement for the regulation of traffic and parking within the Complex and the Complex area, as set forth in the agreement attached as Exhibit “A” and the enforcement of said traffic laws and ordinances by the traffic law and enforcement personnel of the Village; and

WHEREAS, the President and Board of Trustees deem it to be in the best interests of the Village to enter into said agreement, extending the Village the right to enforce traffic and parking regulations at the Complex; and

WHEREAS, the Village is empowered to enter into such an agreement under its home rule powers pursuant to Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209 and Section 1-1-7 of the Illinois Municipal Code 65 ILCS 5/1-1-7; and

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

1. That the Traffic and Parking Regulation Agreement between the Village of Vernon Hills and New Century Town Townhouse Association No. 2 is approved and that the President and Village Clerk be and hereby are authorized and directed to execute the agreement attached hereto as Exhibit A.
2. The Traffic and Parking Regulation Agreement shall be recorded in the Office of the Recorder of Deeds of Lake County.

Dated this 21st day of January, 2020

Adopted by roll call vote as follows:

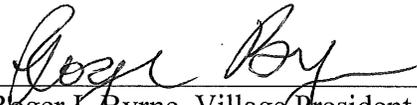
AYES: 6 – Oppenheim, Takaoka, Marquardt, Koch, Brown, Byrne

NAYS: 0 - None

Resolution 2020-002

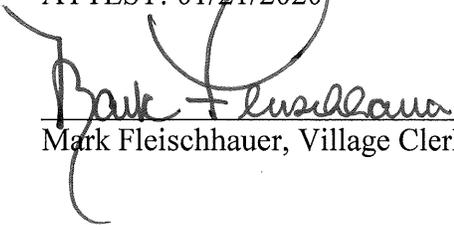
Page 1 of 3

ABSENT AND NOT VOTING: 1 – Schultz



Roger L. Byrne, Village President

PASSED: 01/21/2020
APPROVED: 01/21/2020
ATTEST: 01/21/2020



Mark Fleischhauer, Village Clerk



EXHIBIT A

**AGREEMENT WITH
THE NEW CENTURY TOWN TOWNHOUSE ASSOCIATION NO. 2
REGARDING TRAFFIC AND PARKING ENFORCEMENT
AT THE NEW CENTURY TOWN NO. 2 DEVELOPMENT**

TRAFFIC AND PARKING REGULATION AGREEMENT

WHEREAS, the New Century Town Development, (hereinafter called the "Complex") and the Village of Vernon Hills, Illinois, a municipal corporation (hereinafter called the "Village") within which corporate jurisdiction the Complex is located, desire to enter into an agreement for regulation of traffic and parking within the Complex area as set forth in the legal description attached as Exhibit "A" and the enforcement of said traffic laws and ordinances by the traffic law and enforcement personnel of the Village. The streets to be governed by this Agreement are Browning Court, Burnside Court, Faulkner Place, Gladstone Drive, Harding Court, Hughee Place, Webster Place, Whiting Court and Windsor Drive, as shown on a map of the area, attached hereto as Exhibit "B and hereinafter referred to as PRIVATE STREETS."

WHEREAS, the Illinois Vehicle Code (Illinois Compiled Statutes, Chapter 625, Sections 5/11-209 and 5/11-209.1) and the Illinois Municipal Code (Illinois Compiled Statutes, Chapter 65, Section 5/1-1-7) authorize and empower a municipality to enter into agreements to regulate and control motor vehicle traffic and motor vehicle parking, and the use of motor vehicle parking areas in shopping centers, schools, hospitals, condominium complexes, townhome complexes, and apartment complexes located within the corporate limits of the municipality and said statutory authority enumerates those matters which may be included in such an agreement.

WHEREAS, the President and the Board of Trustees of the VILLAGE deem it necessary for the health, safety, and welfare of the citizens and residents of the VILLAGE, and for the health, safety, and welfare of the residents of the COMPLEX to regulate and control motor vehicle traffic and motor vehicle parking, and the use of motor vehicle parking areas ("PARKING AREAS"), at the COMPLEX, the legal description and P.I.N. numbers of the COMPLEX is attached hereto as Exhibit "A." A copy of a map of the PARKING AREAS and PRIVATE STREETS, indicating the location of pavement markings and signs in regard to the parking lot regulations and of the private streets, indicating the location of traffic and parking signs, is attached hereto as an Exhibit "B" and made a part hereof.

WHEREAS, the COMPLEX is the owner of the PARKING AREAS and PRIVATE STREETS; and

WHEREAS, the VILLAGE and the COMPLEX agree that this Agreement will be in effect in accordance with Paragraph 6 of this Agreement; and

WHEREAS, the COMPLEX is in agreement with the VILLAGE and desires to have the VILLAGE and its Police Department enforce certain regulations regarding motor vehicle traffic and motor vehicle parking, and the use of motor vehicle parking areas, within said PARKING AREAS and PRIVATE STREETS.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and of the mutual promises, understandings and agreement as contained herein it is hereby agreed by and between the parties named above, as follows:

(1) The Complex requests the enforcement by the VERNON HILLS Police Department of all traffic and parking regulations which are established in accordance with the Illinois Vehicle Code, (Illinois Compiled Statutes, Chapter 625) and the Vernon Hills Municipal Code, and hereby authorizes the issuance of traffic citations by said police department for any and all violations thereof occurring within the Complex area as set forth in the legal description attached hereto as Exhibit "A" and as shown on Exhibit "B."

(2) The manager or other authorized agent of the Complex is directed, in cooperation with the Countryside Fire Protection District Fire Chief, to establish and mark such fire lanes as the Fire Chief shall recommend as necessary for effective movement of Fire Department and other emergency vehicles. The cost of establishing and marking such fire lanes shall be borne by the Complex.

(3) The Complex authorizes the Village to remove vehicles parked or abandoned in the PARKING AREAS during snow storms, floods, fires, or other public emergencies or found unattended in the parking area where said vehicles constitute an obstruction to traffic or where stopping, standing, or parking is prohibited and clearly posted in accordance with State Statute and the Vernon Hills Municipal Code. The appropriate citations shall be issued to the owners of said abandoned or unattended vehicles and the Complex agrees that it shall be solely responsible for payment of any towing and storage fees incurred for the removal or storage of said vehicles which are not recovered from the owners or operators of the vehicles. Any such removal or towing shall be done in accordance with the provisions of the Vernon Hills Municipal Code.

(4) The manager of the Complex or his designated representative shall, in cooperation with the Village Police Chief, make an inspection of the PARKING AREAS and PRIVATE STREETS and shall determine what, if any, traffic signs, signals or markings are believed necessary for the

safe and efficient movement of traffic. The Chief of Police shall determine the necessity of traffic signs or markings for the safe and efficient movement of traffic and shall implement other measures as may be required by the Illinois Vehicle Code. The Complex shall bear the cost of installation of such signs, signals and markings as that are determined to be required and the expense of the maintenance of such signs, signals and markings.

(5) The Complex grants to the Vernon Hills Police Department permission to enter upon the Complex for the purpose of enforcement of traffic and parking violation judgments by use of a vehicle immobilizer or wheel locks.

(6) This Agreement shall continue in full force and effect for a period of five (5) years from the date of its execution and shall be renewed automatically for additional periods of like duration, not to exceed twenty (20) years. Either party to this Agreement may terminate the Agreement by giving thirty (30) days notice, in writing, to the other party in accordance with Paragraph 15 below.

(7) The legal description of said Complex is attached hereto and made a part hereof as Exhibit "A." A list of the Permanent Tax Index Number(s) is included as part of Exhibit "A." A depiction of said Complex, including the PARKING AREA(S) AND PRIVATE STREETS is attached hereto and made a part hereof as Exhibit "B." The Post Office address of the Complex is 675 Lakeview Pkwy, Vernon Hills, Illinois 60061.

(8) The Complex agrees to indemnify, hold harmless, and defend the Village of Vernon Hills, its officers, officials, agents, and employees and each of them from any and all claims, demands, liabilities, losses, and expenses, including but not limited to covert costs and attorneys' fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the VILLAGE'S performance of the terms of this Agreement.

(9) A fully executed copy of this Agreement shall be recorded in the Office of the Recorder of Deeds of the County of Lake, as provided for by statute.

(10) The following private streets are located within the Complex and the Complex desires the enforcement by the Vernon Hills Police Department of all posted traffic regulations and other traffic regulations on said streets or parking areas as set forth in the Vernon Hills Municipal Code and Illinois Compiled Statutes, Chapter 625: Browning

Court, Burnside Court, Faulkner Place, Gladstone Drive, Harding Court, Hughee Place, Webster Place, Whiting Court and Windsor Drive.

(11) At such time as this Agreement becomes effective, and traffic and parking regulations are thereby established for the PARKING AREA(S) and PRIVATE STREETS pursuant to this Agreement, it shall be an offense for any person to do any prohibited or forbidden act, or to fail to perform any act required by such traffic and parking regulations. Such offense shall be punishable by a fine in accordance with the Vernon Hills Municipal Code.

(12) The Complex, shall at all times, upon receipt of an invoice, be required to reimburse the VILLAGE for the full amount of any and all costs and expenses associated with, or relating to, the installation, maintenance, repair, and/or replacement of any signs and/or pavement markings designed to regulate motor vehicle traffic and/or motor vehicle parking in or around the PARKING AREAS and/or PRIVATE STREETS.

(13) The VILLAGE shall, at least once per year, inspect said PARKING AREAS and PRIVATE STREETS to verify and determine that all required signs and/or pavement markings are in place and in good condition. If the VILLAGE determines at any time that additional signs and/or pavement markings are needed, or that existing signs and/or pavement markings are in need of repair or replacement, the VILLAGE shall have the power and authority to install such additional signs and/or pavement markings, or undertake the repair and/or replacement of such signs and/or pavement markings, in a reasonable manner. Upon completion of said installation, repair, and/or replacement, the COMPLEX, upon receipt of an invoice, shall be required to reimburse the VILLAGE for all costs and expenses relating to said installation, repair, and/or replacement.

(14) The COMPLEX hereby authorizes the VILLAGE to enforce State or Local laws, not specifically referenced herein in the PARKING AREAS and on the PRIVATE STREETS.

(15) Whenever notice is required to be sent to the Village, it shall be addressed as follows:

Village Clerk
Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, Illinois 60061

With a copy to: Police Chief
Village of Vernon Hills
754 Lakeview Parkway
Vernon Hills, Illinois 60061

And whenever notice is required to be sent to the Complex, it shall be addressed as follows:

New Century Town Townhome Association #2

All notices shall be sent by personal delivery or certified mail, return receipt requested, and shall be deemed given as of the date of the personal delivery or, if given by certified mail, three (3) days from the date of mailing.

(16) The Complex hereby warrants and covenants that it has the full power and authority to enter into this Agreement with the Village.

(17) This Agreement constitutes the entire understanding between the VILLAGE and the Complex with respect to the subject matter contained herein and supersedes any and all prior understandings and/or agreements between the parties, whether written, oral, or otherwise. Any and all representations, agreements, promises, and/or understandings not expressly set forth herein are hereby null, void, and of no legal effect.

(18) This Agreement may be modified or amended only by the mutual consent of the parties. Any modification or amendment of this Agreement must be in writing, signed by the parties, and duly executed. Any attempt to modify or amend this Agreement that fails to conform to the aforementioned requirements shall be null, void, and of no legal effect.

(19) This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original. This Agreement shall be effective on the last date executed by the parties below.

(20) The terms, conditions, and provisions of this Agreement shall be severable, and if any term, condition, or provision is found to be unenforceable for any reason whatsoever, the remaining terms, conditions, and provisions shall remain in full force and effect.

(21) This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument, consisting of _____ () pages, this page included, to be executed this _____ day of _____, ____.

**NEW CENTURY TOWN TOWNHOUSE
ASSOCIATION #2**

BY: *Susan Popke*
President

ATTEST:
[Signature]
Secretary

THE VILLAGE OF VERNON HILLS,
an Illinois Municipal Corporation,

BY: *Roger Byrne*
Roger Byrne, Village President

ATTEST:
[Signature]
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF ~~LAKE~~ Cook)

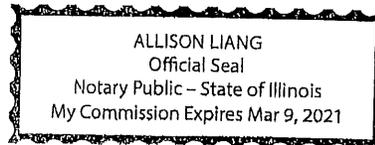
I, Allison Liang, a Notary Public in and for and residing in said County and the State aforesaid, do hereby certify that SUSAN ROPKE, the PRESIDENT OF THE BOARD OF DIRECTORS of the NEW CENTURY TOWN TOWNHOUSE ASSOCIATION #2, personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of November, 2019.



NOTARY PUBLIC

My Commission Expires:
3/9/2021



STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, a Notary Public in and for and residing in said County and the State aforesaid, do hereby certify that ROGER BYRNE, the PRESIDENT of the VILLAGE OF VERNON HILLS, personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires:

This instrument was prepared by:
KLEIN, THORPE AND JENKINS, LTD.
Civic Opera Building
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606-2903
(312) 984-6444

EXHIBIT "A"
LEGAL DESCRIPTION AND PINS FOR THE COMPLEX

EXHIBIT "A"

TO

NEW CENTURY TOWN TOWNHOUSE ASSOCIATION NO. 2

Description of Additional Property

PARCEL 1: That part of Section 33 and that part of Section 34, Township 44 North, Range 11, East of the 3rd P.M., described as follows: Commencing at the South West corner of said Section 33; thence East along the South line of said Section, 5339.21 feet to the South East corner of said Section 33; thence continuing East along the South line of Section 34, 111.23 feet to the center line of Milwaukee Avenue, (State Route 21); thence North Westerly along the center line of Milwaukee Avenue, 1862.14 feet; thence Westerly along a line deflecting 81 degrees 23 minutes 57 seconds left from the aforesaid center line extended, 2518.87 feet; thence South Westerly along a line deflecting 12 degrees 33 minutes 54 seconds left from the last described line extended, 978.00 feet to a point 1733.38 feet East of the West line of Section 33 and 1756.28 feet North of the South line of said Section; thence West parallel to the South line of said Section, 333.38 feet to a point 1400.00 feet East of the West line of said Section; thence North parallel to the said West line, 885.87 feet to the point of intersection with the South Westerly line of lands conveyed by Stewart Harvey and Laura Harvey, to John F. Cuneo, by Document 905206, said point being 1400.00 feet East of the West line and 2642.15 feet North of the South line of said Section; thence North 16 degrees 45 minutes West, 295.29 feet to the most Westerly point of lands conveyed by said Document 905206; thence North 34 degrees 30 minutes East, 310.6 feet; thence East parallel to the South line of said Section 33, 467.91 feet to a point 1950.00 feet East of the West line of said Section; thence North parallel to the West line of said Section 33, 1432.35 feet to a point 120.0 feet, measured perpendicularly, Southerly of the Southerly right of way line of the Elgin, Joliet and Eastern Railway; thence Westerly parallel to and 120.0 feet Southerly of the above mentioned right of way line, 958.22 feet to a point of curvature; thence South Westerly along a curved line, convex North Westerly and concentric with the aforesaid right of way line to the West line of said Section 33, the long chord of said curved line being 1033.62 feet; thence South along the West line of said Section 33, 4276.74 feet to the place of beginning, (except that portion thereof condemned for road purposes by proceeding had in the Circuit Court of Lake County, Illinois, as General No. 65-2323); and (also except that part of Section 33 and that part of Section 34, Township 44 North, Range 11, East of the 3rd P.M., described as follows: Commencing at the South West corner of said Section 33; thence North 88 degrees 36 minutes 26 seconds East along the South line of said Section, 3010.91 feet to the place of beginning; thence continuing North 88 degrees 36 minutes 26 seconds East along the South line of said Section, a distance of 2329.53 feet to the South East corner of said Section 33; thence continuing North 88 degrees 36 minutes 26 seconds East along the South line of Section 34, 110.76 feet to the center line of Milwaukee Avenue, (State Route 21); thence North 8 degrees 2 minutes West along the center line of Milwaukee Avenue, 1862.14 feet; thence North 89 degrees 25 minutes 30 seconds West along a line (deflecting per Deed 81 degrees 23 minutes 57 seconds left from the aforesaid center line extended), a distance of 2226.26 feet to the intersection with a line drawn at right angles to the South line of said Section 33, from the place of beginning; thence South 1 degree 23 minutes 34 seconds East along said line drawn at right angles to the South line of said Section 33, a distance of 1926.09 feet to the place of beginning), in Lake County, Illinois, and

EXHIBIT "A"

DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
NEW CENTURY TOWN TOWNHOUSE ASSOCIATION NO. 2

THIS DECLARATION made this 11th day of September, 1978 by CHICAGO TITLE AND TRUST COMPANY, not individually, but as Trustee under Trust No. 67041 (Declarant):

RECITALS

A. Declarant is the record owner of certain real estate in the development area known as New Century Town in the Village of Vernon Hills, County of Lake, State of Illinois, which is legally described as follows (the Existing Property):

Sub-Lot 1 to Sub-Lot 123, both inclusive, and Sub-Lot "A" in New Century Town Site 23 - Unit Fourteen, a Resubdivision of parts of Lots 6 and 7 in New Century Town Unit One, being a subdivision of parts of Sections 32 and 33, Township 44 North, Range 11, East of the 3rd P.M., according to the plat thereof recorded May 18, 1978 as Document 1918227, in Book 65 of Plats, pages 38 to 40, in Lake County, Illinois.

B. The sole beneficiary of Declarant is United Development Company (Developer).

C. Developer intends to develop and improve the Existing Property with dwellings and garages, together with private roads, landscaping and other improvements for the common use and enjoyment of the owners and occupants of said dwellings.

D. Developer wishes to submit the Existing Property to the provisions of this Declaration in the manner hereinafter provided and has formed an Illinois not-for-profit corporation known as New Century Town Townhouse Association No. 2 for the purpose of owning, maintaining and administering certain portions of the Existing Property and the facilities and improvements thereon, as hereinafter provided.

E. Declarant is or may hereafter become the record owner of the real estate described on Exhibit "A" (the Additional Property) all of which lies within said development area.

F. Developer may, but need not, cause Declarant to submit all or portions of the Additional Property to the provisions of this Declaration which may be developed and improved with dwellings and garages and with improvements for the common use and enjoyment of the owners and occupants thereof.

NOW THEREFORE, Declarant hereby declares that all of the Existing Property and such portions of the Additional Property as may be added thereto as hereinafter provided shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions, all of which shall run with the Property, as hereinafter defined, and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

PIN	Address
11-32-416-086	810 Gladstone
11-32-416-085	812 Gladstone
11-32-416-084	814 Gladstone
11-32-416-083	816 Gladstone
11-32-416-082	818 Gladstone
11-32-416-081	820 Gladstone
11-32-416-110	821 Gladstone
11-32-416-109	823 Gladstone
11-32-416-108	825 Gladstone
11-32-416-107	827 Gladstone
11-32-416-106	829 Gladstone
11-32-416-105	831 Gladstone
11-32-416-031	833 Gladstone
11-32-416-103	835 Gladstone
11-32-416-102	837 Gladstone
11-32-416-101	839 Gladstone
11-32-416-100	841 Gladstone
11-32-416-124	801 Browning
11-32-416-123	803 Browning
11-32-416-122	805 Browning
11-32-416-121	807 Browning
11-32-416-111	100 Burnside
11-32-416-112	102 Burnside
11-32-416-113	104 Burnside
11-32-416-114	106 Burnside
11-32-416-115	108 Burnside
11-32-416-120	101 Burnside
11-32-416-119	103 Burnside
11-32-416-118	105 Burnside
11-32-416-117	107 Burnside
11-32-416-116	109 Burnside
11-32-416-055	821 Faulkner
11-32-416-054	823 Faulkner
11-32-416-053	825 Faulkner
11-32-416-052	827 Faulkner
11-32-416-051	831 Faulkner
11-32-416-050	833 Faulkner
11-32-416-049	835 Faulkner
11-32-416-048	837 Faulkner
11-32-416-047	839 Faulkner
11-32-416-056	142 Windsor
11-32-416-057	140 Windsor
11-32-416-058	138 Windsor
11-32-416-059	136 Windsor
11-32-416-060	134 Windsor
11-32-416-061	132 Windsor

11-32-416-062	130 Windsor
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11-32-416-015	165 Webster
11-32-416-014	167 Webster
11-32-416-013	169 Webster
11-32-416-012	171 Webster
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11-32-416-044	805 Hughes
11-32-416-043	807 Hughes
11-32-416-034	810 Hughes

11-32-416-033	812 Hughes
11-32-416-032	814 Hughes
11-32-416-031	816 Hughes
11-32-416-038	811 Hughes
11-32-416-037	813 Hughes
11-32-416-036	815 Hughes
11-32-416-035	817 Hughes
11-32-416-026	820 Hughes
11-32-416-025	822 Hughes
11-32-416-024	824 Hughes
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11-32-416-030	821 Hughes
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11-32-416-028	825 Hughes
11-32-416-027	827 Hughes
11-32-416-039	167 Whiting
11-32-416-040	165 Whiting
11-32-416-041	163 Whiting
11-32-416-042	161 Whiting
11-32-416-075	121 Harding
11-32-416-076	119 Harding
11-32-416-007	117 Harding
11-32-416-078	115 Harding
11-32-416-079	113 Harding
11-32-416-080	111 Harding
11-32-416-069	122 Harding
11-32-416-070	120 Harding
11-32-416-071	118 Harding
11-32-416-072	116 Harding
11-32-416-073	114 Harding
11-32-416-074	112 Harding

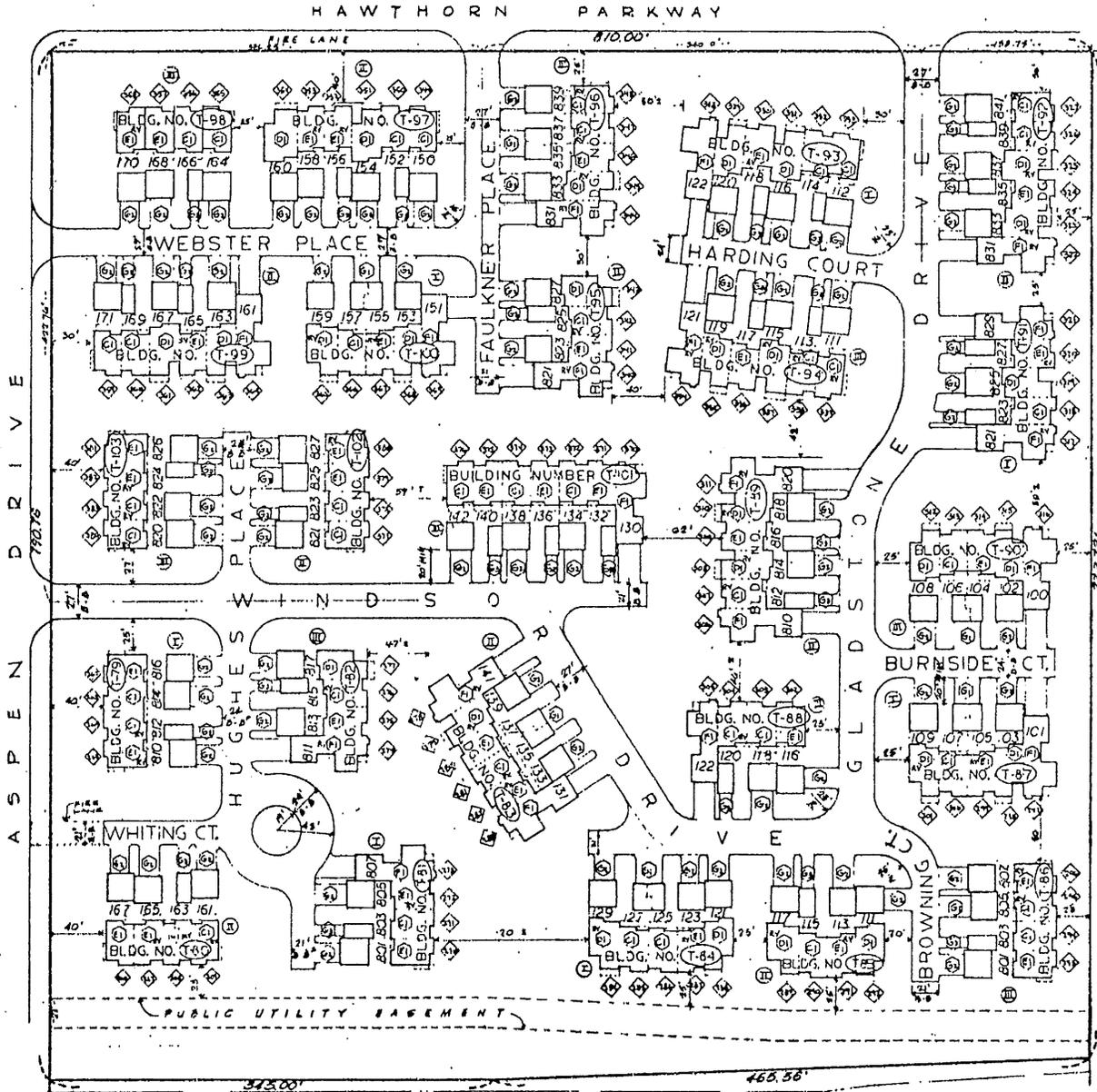
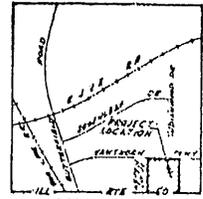
EXHIBIT "B"
MAP OF PRIVATE STREETS AND PARKING AREA

NEW CENTURY TOWN, VERNON HILLS, ILLINOIS

SITE 23

THIS IS NOT A PLAT OF SUBDIVISION

Lot 7 in New Century Town Unit One, being a subdivision of parts of Sections 32 and 33, Township 44 North, Range 11, East of the Third Principal Meridian, excepting that part described as follows: Beginning at the Southwest corner of said Lot 7; thence N 19° 14' 19" W along the west line of Lot 7 a distance of 10.00 feet; thence N 89° 46' 35" E 345.00 feet; thence N 80° 28' 34" E 465.36 feet; thence N 19° 16' 10" W 316.32 feet to a point on the South line of Lot 6 a distance of 40.26 feet to the Northwest corner of Lot 4 in said New Century Town Unit One, said point being also a corner of said Lot 7; thence S 19° 13' 25" E along the West line of said Lot 4, said line being also an East line of said Lot 7; a distance of 346.56 feet to the Southeast corner of Lot 7, being also the Southwest corner of Lot 4; thence S 85° 10' 05" E along the South line of Lot 7 a distance of 213.55 feet; thence S 80° 38' 47" W along the South line of Lot 7 a distance of 35.36 feet; thence S 85° 46' 35" W along the South line of Lot 7 a distance of 601.94 feet to the place of beginning. Also, that part of Lot 6 in said New Century Town Unit One described as follows: Beginning at the Southwest corner of said Lot 6; thence N 19° 16' 10" W along a West line of Lot 6 a distance of 318.81 feet to a corner of Lot 6; thence N 64° 16' 10" W along a Southerly line of Lot 6 a distance of 39.11 feet to a corner of Lot 6; thence N 75° 43' 50" E along a westerly line of Lot 6 a distance of 112.09 feet in the Northwest corner of Lot 6; thence N 89° 43' 50" E along the North line of Lot 6 a distance of 44.00 feet; thence S 19° 16' 10" E 436.41 feet to a point on the South line of Lot 6, which is 60.00 feet East of the Southwest corner of Lot 6; thence S 80° 46' 35" W along said South line of Lot 6 a distance of 60.00 feet to the place of beginning, containing in all 14.6105 acres, in Lake County, Illinois.



SITE PLAN
SCALE: 1"=50'-0"

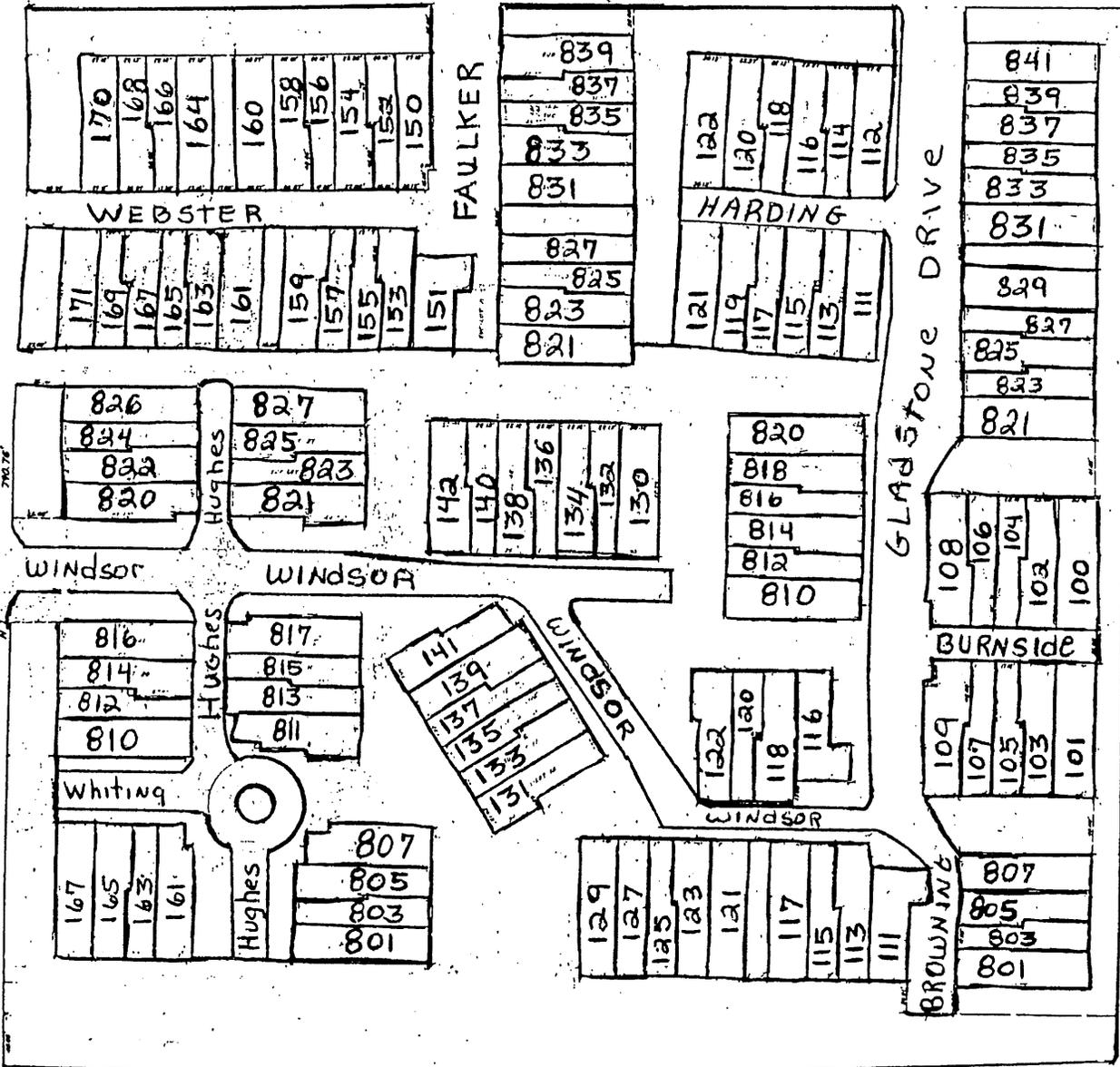


New Century TOWN Townhouse # 2

HAWTHORN

PARKWAY

70.76'



ASPEN

N 80°40'35"E 345.00'

N 86°28'34"E 465.50'