

INTERGOVERNMENTAL AGREEMENT BETWEEN  
LAKE VILLA COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 41 AND  
THE VILLAGE OF LAKE VILLA REGARDING THE  
TRANSFER OF CERTAIN SCHOOL DISTRICT PROPERTIES TO THE VILLAGE

(RE: 0 N. Milwaukee Avenue, 0 Villa Avenue,  
108 N. Milwaukee Avenue, and 304 E. Grand Avenue)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of the 19<sup>th</sup> day of May 2025, by and between the Board of Education of Lake Villa Community Consolidated School District No. 41, Lake County, Illinois ("Board of Education" or the "School District") and the Village of Lake Villa ("Village"). The School District and the Village are sometimes referred to herein individually as a "Party" and/or collectively referred to as the "Parties":

WITNESSETH:

WHEREAS, the School District owns certain properties located within the Village, including but not limited to the Pleviak Elementary School site located at 304 East Grand Avenue, Lake Villa, Illinois which is no longer needed or used by the Board of Education for educational purposes, as well as properties adjacent thereto, which properties collectively consist of the following:

- (1) 304 E. Grand Avenue, Lake Villa, IL (P.I.N.s 02-33-308-023, -025, -026, -027);
  - (2) 0 N. Milwaukee Avenue, Lake Villa, IL (P.I.N.s 02-33-306-016, -017, -018);
  - (3) 0 Villa Avenue, Lake Villa, IL (P.I.N.s 02-33-306-032, -033, -034); and
  - (4) 108 N. Milwaukee Avenue, Lake Villa, IL (P.I.N. 02-33-306-035);
- (all collectively referred to herein as the "School District Properties" (legally described on Group Exhibit A hereto)); and

WHEREAS, the School District and the Village desire to cooperate in the redevelopment of the School District Properties to benefit the Village, the School District, and the region; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize and encourage units of local government to enter into intergovernmental agreements with one another; and

WHEREAS, the School District lies partly within and partly outside of the boundaries of the Village; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., authorizes certain units of local government to transfer land for any public purpose under such terms and conditions as they shall mutually agree upon; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-61-1, et seq., including but not limited to 65 ILCS 5/11-76.1-1, et seq., authorize the Village to acquire real property for municipal purposes; and

WHEREAS, it is the mutual desire of the Parties hereto to cooperate with one another to achieve the economic development of the School District Properties, and to that end, the Parties wish to provide for the related transfers in ownership of the School District Properties to the Village, all in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, subject to the express conditions precedent as set forth in this Agreement, the properties to be conveyed by the School District by warranty deed to the Village in fee simple title shall be collectively sometimes referred to in this Agreement as the "School District Properties", are depicted and legally described on the ALTA Survey attached hereto as part of Group Exhibit A and thereby made a part hereof, and are intended for use by the Village and/or by one or more developers selected by the Village; and

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the School District and the Village agree as follows:

1. Recitals: The Parties hereto find that the recitals to this Agreement are true and correct and that each of the foregoing recitals is hereby incorporated herein by reference as their respective findings of fact the same as if each had been set forth in its entirety in the body of this Agreement.
2. Cooperation: The Parties hereto agree to and shall mutually cooperate in good faith in the implementation of this Agreement and the successful completion of the contemplated related transfers by the School District to the Village of the School District Properties which are the subject of this Agreement and to provide for the transfer of the School District Properties to the Village to facilitate the redevelopment of the School District Properties to enhance the respective tax bases of both the Village and the School District.
3. Marketing, Use and Proceeds:
  - A. The Village will endeavor to market and sell the School District Properties to one or more private parties for economic development purposes. The Village shall not approve any future educational use of any of the School District Properties. Within sixty (60) days following transfer any of the School District Properties to the Village, and before the sale and the transfer of any of the School District Properties to any third party purchaser(s), the Village agrees to apply for and seek a Zoning Map amendment to re-zone the applicable School District Properties from Community Business (CB) and Residential 2 (R2) to the Commercial Business District (CBD).
  - B. The Village shall endeavor to obtain one or more purchasers of the School District Properties on such other terms and conditions as are consistent with this Intergovernmental Agreement and mutually acceptable to the Parties. If the Village is able to secure one or more purchasers of the School District Properties, the

Village shall provide written notice thereof to the School District detailing the proposed terms and conditions of the sale. If the terms of such offers are mutually acceptable to the Parties, the Village and the School District shall close on the transfer of the School District Properties to the Village on a date to be mutually agreed upon, which must be no later than the date on which the Village is obligated to transfer the School District Properties to one or more third-party developers of such sites. If the Village fails to provide the notice in substantial compliance with this Intergovernmental Agreement, the School District shall have no obligation to transfer the School District Properties or to comply with any other terms and conditions of this Intergovernmental Agreement until the Village has provided such notice.

- C. The Village shall transfer eighty percent (80%) of the respective proceeds received from any sale of the School District Properties to one or more third party purchaser(s) to the School District within three (3) business days of receipt. The Village shall retain twenty percent (20%) of the proceeds of the sale, which the Village will use to pay for expenses reasonably related to the Village's purchase of the School District Properties and any subsequent sale(s) to third parties, including the reasonable costs incurred by the Village for marketing and transferring the School District Properties, the legal fees incurred by the Village for its purchase(s) and its subsequent sale(s), the cost of any environmental investigation(s), the cost of an updated ALTA survey, and the cost of an updated title commitment. The Village Treasurer shall prepare an accounting of all such expenses within ninety (90) days of the transfer of the sale of any of the School District Properties to one or more third-party purchaser(s). If the total expenses exceed the twenty percent (20%) of proceeds retained by the Village, the Village shall retain the full twenty percent (20%) of proceeds. If the total expenses are less than twenty percent (20%) of proceeds of the sale, the difference (20% less the total expenses) shall be transferred to the School District with the accounting. Village shall provide the School District with an estimate of costs incurred to date by the Village, upon periodic requests from the School District and prior to any transfer of any of the School District Properties to the Village. For avoidance of doubt, the following Village costs shall not be reimbursed from the proceeds: cost of maintaining or repairing the School District Properties or the cost of any real estate agent/broker fees or commissions. If the real estate transfer occurs in phases, the Village's accounting for the expenses related to each transfer shall be divided as follows: (i) 85% of expenses shall be accounted for after the closing on Phase I Properties (as defined below), and (ii) the remaining expenses shall be accounted for after the closing on Phase II Properties (as defined below).
- D. The Village agrees that pursuant to Section 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code, the total purchase price of the School District Properties in the aggregate shall not be less than eighty percent (80%) of an MAI appraised value of the land AS-IS without considering the value of any existing improvements on the School District Properties given that such structures are expected to be demolished at a later date. The Parties agree that neither Party will be obligated to demolish the existing structures on the School District Properties prior to the sale or marketing of

those properties for sale to third parties, but that future development of the School District Properties will likely require demolition of such structures by the third-party purchaser(s) so the structures shall have no value for purposes of such appraisal(s).

4. Remediation:

A. Subject to the terms and conditions contained in this Agreement, and in consideration for the School District's donation, i.e., transfer without compensation, to the Village of fee simple title to the School District Properties:

- (1) Prior to any transfer of the title of 108 N. Milwaukee (P.I.N. 02-33-306-035) of the School District Properties to the Village, the School District shall secure and record with the Lake County Recording Division of the County Clerk's Office "No Further Remediation" letter for 108 N. Milwaukee Avenue.
- (2) The School District hereby agrees to hold harmless and indemnify the Village, its elected and appointed officers, officials, employees and agents, for any claims relative to any and all recognized environmental conditions on the School District Properties, which obligation by the School District shall survive the expiration of this Agreement.

5. Optional Phased Transfer:

A. In the event that the School District has not received a "No Further Remediation" letter for 108 N. Milwaukee Avenue (P.I.N. 02-33-306-035) and Villa Avenue from the Illinois Environmental Protection Agency ("IEPA"), the Village may elect, in its sole discretion, to separate the transfer of the School District Properties into the following two (2) phases:

PHASE I: The transfer of those parcels in the School District Properties to the South of Villa Avenue, consisting of the following:

- (1) 304 E. Grand Avenue, Lake Villa, IL (P.I.N.s 02-33-308-023, -025, -026, and -027) ("Phase 1 Properties").

PHASE II: The transfer of those remaining parcels in the School District Properties to the North of Villa Avenue, consisting of the following:

- (1) 108 N. Milwaukee Avenue, Lake Villa, IL (P.I.N. 02-33-306-035);
- (2) 0 N. Milwaukee Avenue, Lake Villa, IL (P.I.N.s 02-33-306-016, -017, -018); and
- (3) 0 Villa Avenue, Lake Villa, IL (P.I.N.s 02-33-306-032, -033, -034) (Collectively, the "Phase II Properties").

B. If the Village elects to proceed with a phased transfer of the School District Properties as described in Item (5)(A) above, all terms of this Agreement shall apply to both

Phase I and Phase II of such a phased transfer. For avoidance of doubt, the transfer of any of the School District Properties to a third party must be upon terms and conditions consistent with this Intergovernmental Agreement and mutually acceptable to the Parties.

- C. Notwithstanding Items (5)(A) and (B) above, should the School District not secure and record with the Lake County Recording Division of the County Clerk's Office a "No Further Remediation" letter for 108 N. Milwaukee Avenue, the Village, in its sole discretion, and at no penalty to the Village, may refuse to proceed with the Phase II transfer to the Village of 108 N. Milwaukee Avenue, Lake Villa, IL (P.I.N. 02-33-306-035).
  - D. For a period of five (5) years, following the expiration of the term of this Agreement, the Village shall retain a right of first refusal to purchase the Phase II Properties if the Parties proceeded with and completed the Phase I transfer. Pursuant to this right of first refusal, the School District shall provide the Village with not less than thirty (30) days to provide written notice that it will match, or exceed, any offer to the School District made by any third party to purchase the Phase II Properties. .
6. Shared Storm Water Detention Facilities: One or more storm water detention area(s) will be constructed as part of the redevelopment project consistent with the requirements of the Village of Lake Villa Watershed Development Ordinance, and Lake County Department of Transportation ("LDOT") and Illinois Department of Transportation ("IDOT") permit requirements in order to accommodate storm water runoff and related improvements, and the Village's need for portions of the School District Properties is, in part, for the purpose of accommodating such storm water detention area(s).
7. Surveys and Title Insurance:
- A. Prior to any transfer, the School District shall provide a corrected version of the ALTA survey of the School District Properties, dated 09/13/23. The expense for which corrected survey, if any, shall be paid by the Village out of the Village's 20% share of the proceeds from the sale of the School District Properties. A copy of the existing survey is attached hereto as part of Group Exhibit A and thereby made a part hereof.
  - B. The School District shall also provide to the Village an updated ALTA title commitment for each of the School District Properties issued by Chicago Title Insurance Company (the "Title Company") in a minimum amount of Ten Thousand Dollars (\$10,000.00) per parcel, which shall also be paid from the Village's 20% share of proceeds allocated for the Village's expenses (if paid by the Village). The School District shall cooperate with the Village in obtaining extended coverage over general exceptions, if any, raised on the title commitment. The cost of extended coverage shall be paid by the Village.
8. Closing(s):

- A. The School District shall transfer the School District Properties to the Village at no cost to the Village, all pursuant to the terms, required conditions, and requirements of the Local Government Property Transfer Act, 60 ILCS 605/0.01, et seq. and this Agreement.
- B. Closings shall occur at the Chicago Title office closest to Lake Villa and at times mutually agreeable to the Parties or their respective attorneys (the "Closing Date"). Possession of each of the respective School District Properties shall be delivered to the Village not later than at the closing for same, and full, unencumbered, complete and unrestricted possession, use, control, and quiet enjoyment of the respective School District Properties shall be delivered to the Village and then to the developer(s) purchasing the respective School District Properties from the Village at the respective closings for same, and each of such School District Properties shall be unoccupied and not subject to any written or oral lease as of closing.
- C. The closings of the conveyance of the respective School District Properties shall be closed through Chicago Title Insurance Company in a manner as mutually agreed upon by the Village and the School District. The closing expenses, including but not limited to Chicago Title escrow fees, the cost of any updated title insurance, the cost of any updated survey, and the cost of the Village's environmental investigation(s) into the School District Properties, shall be paid from the Village's 20% share of the proceeds (if paid by the Village). The parties shall cooperate in such closing and provide executed ALTA Statements, Affidavit(s) of Title, and such other closing documents as required by the Title Company in order to complete the contemplated transactions and convey unencumbered title for any and all parcels transferred to the Village.
- D. Additional Documents: In addition to all other documents herein required, each Party shall furnish to the other Party and to the title company and deposit into escrow a certified copy of such Party's respective Resolution(s) and/or Ordinance(s) approving this Agreement and the transfers of the real estate as herein authorized.
- E. At the Closing(s), the School District shall convey or cause to be conveyed to the Village or the Village's nominee by recordable special warranty deed (the "Deed") the School District Properties on an AS-IS basis, subject to the School District's obligation to indemnify the Village for any and all recognized environmental conditions, subject to (a) general real estate taxes not due and payable as of the date of the Closing; (b) acts of Village; and (c) covenants, conditions and restrictions of record; all easements; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments, and (d) those items listed on Exhibit B hereto ("**Permitted Exceptions**"). Items which are not permitted exceptions specifically detailed herein shall be considered unpermitted exceptions. The School District makes no representations as to the condition, permissible uses or otherwise relating to the School District Properties unless specifically provided for in this Intergovernmental Agreement. The Village assumes all risks associated with the School District Properties upon their transfer to the Village, except as provided in Section 4(A)(2) of this Agreement. The Deed shall contain the following covenant:

“Grantor grants all the above-described real property to Grantee on the condition that at no time during the next twenty (20) years from the date of recording of this deed shall the above-described real property be used as a public, private, nonpublic and/or charter school institution serving any grades between kindergarten through grade twelve (12). Grantor may recover its reasonable attorneys’ fees and costs of litigation from a future titleholder of the above-described real property if such future titleholder is found by a court of competent jurisdiction to have violated this restriction.”

- F. Such Closing shall not occur until Village has entered into an agreement with a third party to purchase any portion of the School District Properties and after all contingencies have expired. If, after transfer of a School District Property to the Village, the Village fails to transfer that School District Property to the third party, Village shall promptly transfer title back to the School District, at the Village’s cost unless the School District agrees otherwise.

9. General Terms, Miscellaneous:

- A. Term and Termination; Extension or Renewal: The term of this Agreement shall commence the day and year on which the Agreement is signed by all Parties and shall remain in full force and effect for a period of five (5) years or until and unless terminated by written notice of either Party. This Agreement may be terminated at any time upon thirty (30) days’ advance written notice by either Party. The Agreement may be extended or renewed by mutual written agreement of the Parties.
- B. Effective Date: This Agreement shall become effective as of the date the last Party hereto executes this Agreement.
- C. Assignment: Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party.
- D. Indemnification:
- (1) To the fullest extent permitted by law, each Party to this Agreement agrees to indemnify, defend and hold harmless the other Party and their respective appointed and elected officials, officers, employees, representatives and agents, from and against any and all injuries, damages, liabilities, losses, costs, expenses, claims, demands, judgments, causes of action or attorneys’ fees and litigation expenses, arising out of this Agreement between the Parties, but only to the extent such losses arise from the negligence or willful conduct of the indemnifying Party.
- (2) Nothing contained herein shall be construed as prohibiting any of the Parties from defending, through the selection and use of their own agents, attorneys, and experts and claims, actions or suits brought against them.

- (3) Nothing contained in this section or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the Parties by statute, common law or otherwise, including those provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
- E. **No Personal Liability:** No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, officer, member, manager, director, agent, employee, consultant or attorney of the Village or the School District in his or her individual capacity and no official, officer, member, manager, director, agent, employee, consultant, or attorney of the Village or the School District shall be personally liable under this Agreement or be subject to any personal liability or accountability by reason for or in connection with or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith.
- F. **Policies:** Each Party shall follow its own policies and protocols with regard to this Agreement.
- G. **Illinois Freedom of Information Act ("FOIA"):** The Parties agree to comply with all state and federal laws and regulations governing the release of records relating to this Agreement including, but not limited to, the Freedom of Information Act (5 ILCS 140/1, *et seq.*). The Parties will cooperate with each other with any request for public records made pursuant to FOIA by providing full access to and copying of all relevant records within a time period which allows the other party to timely comply with the time limits imposed by FOIA. The obligations imposed by this Section shall survive the termination of the other obligations imposed by this Agreement.
- H. **Compliance with Law:** The Village and School District shall observe and comply with the laws, ordinances, regulations, and codes of Federal, State (Illinois), and County agencies that may in any manner affect the performance of this Agreement.
- I. Time shall be of the essence in this Agreement.
- J. This Agreement and the exhibits attached hereto and thereby made a part hereof constitute the entire agreement of the Parties in these matters and shall supersede and nullify all prior drafts and agreements concerning such matters.
- K. Paragraph titles are descriptive only and do not define or in any other way limit the contents of each paragraph. Words of the masculine gender shall be read to include the feminine and neuter genders, and the singular shall include the plural.
- L. If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect any other provision of this Agreement which can be given effect without the invalid provision and to that extent, the provisions of this Agreement are severable.



- M. This Agreement shall be governed, interpreted, and construed in accordance with the applicable laws of the State of Illinois. Both the School District and the Village and their respective counsel have fully participated in the drafting of this entire Agreement and all of the provisions hereof, and neither Party shall be considered the drafter of this Agreement or any particular provision thereof for the purposes of the interpretation hereof. Any reference to laws, ordinances, rules, or regulations of any kind shall include such laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.
- N. Each Party represents and warrants to the other Party that the person whose name appears on the signature page below is or has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that Party and that such Party has full authority to execute this Agreement and fulfill the terms, conditions, provisions, and obligations herein provided.
- O. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity, who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties. In the event either Party should breach this Agreement, either prior to or subsequent to closing, the other Party may pursue any and all remedies provided at law or in equity. Only the respective Parties to this Agreement, the Village and the School District, and no third party, shall have the right to enforce this Agreement.
- P. Nothing contained in this Agreement, nor any act of the Village or the School District, respectively, shall be deemed or construed by the Parties or by third persons to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village or the School District respectively or to render either of said Parties liable for the debts or obligations of the other Party, except as expressly provided in this Agreement. The Village and the School District shall each be responsible for their own legal expenses incurred with respect to the preparation and review of this Agreement and with respect to the real estate transactions as contemplated herein.
- Q. Whenever in this Agreement the Village or the School District are required to perform any act or obligation, and either party, as the case may be, is unable to perform or complete such act or obligation because of a Force Majeure (i.e., an event that is the result of the force(s) of nature), or because of another occurrence beyond that Party's control, including but not limited to litigation initiated by any third party, then upon the occurrence of any such Force Majeure or of such other occurrence as described above, the time period for the performance and completion of such act or obligations shall be extended for a reasonable time to accommodate the delay caused by the Force Majeure or by such other occurrence as described above.

- R. No delay or omission by any of the Parties in exercising any right or power accruing upon the non-compliance or failure of performance under this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the Parties of any of the covenants, conditions or agreements contained in this Agreement or to be performed under the terms of this Agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement contained in this Agreement.
- S. Any alteration, change or modification of this Agreement, in order to become effective, shall be made by written instrument or endorsed on this Agreement and, in each such instance, executed on behalf of each Party to this Agreement as aforesaid.
- T. This Agreement may be executed in one or more identical counterparts, which when affixed together, will constitute the entire Agreement.
- U. If a third party files suit in any court challenging the validity of this Agreement or any transactions contemplated herein, the parties shall cooperate in the defense.
- V. Every notice, demand or consent, including but not limited to notice of termination of this Agreement, or other document or instrument required or desired to be given to the parties to this Agreement shall be in writing and shall be deemed to have been given by email upon transmission to the email addresses set forth below, if delivered by overnight courier (with evidence of receipt), or mailed by certified United States mail, postage prepaid, return receipt requested, or by facsimile transmission with proof of transmission sent by U.S. mail within twenty-four (24) hours of such transmission addressed as to the respective parties at the addresses stated below:

If to the School District: Lake Villa Community Consolidated  
School District No. 41  
131 McKinley Avenue  
Lake Villa, IL 60046  
Attention: Superintendent  
Email: skeim@district41.org

With a copy to the attorney  
for the School District: Kerry B. Pipal, Attorney at Law  
Hodges, Loizzi, Eisenhammer, Rodick & Kohn  
500 Park Boulevard, Suite 1000  
Itasca, IL 60143  
Email: Kpipal@hlerk.com

If to the Village of Lake Villa: Village of Lake Villa  
65 Cedar Avenue  
Lake Villa, IL 60046  
Attention: Village Administrator  
Email: MStrong@lake-villa.org

With a copy to the attorney  
for the Village:

Rebecca Bateman Alexopoulos,  
Attorney at Law  
Bateman Law Offices, Ltd.  
1000 Hart Road, Suite 170  
Barrington, IL 60010  
Email: [rbateman@batemanlawltd.com](mailto:rbateman@batemanlawltd.com)

Any party may change the place or person for the giving of notices upon it by giving not less than ten (10) days prior written notice informing the other party of the change in the address or persons to which notices shall be sent. A notice given by mail shall be deemed given three (3) business days following the day on which such notice is deposited in the United States mail as aforesaid.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority of their respective Corporate Authorities, have caused this Agreement to be executed, attested, and delivered by its duly authorized officers as of the day and date written above.

BOARD OF EDUCATION OF LAKE  
VILLA COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT NO. 41

By: [Signature]  
Board President

Attest: [Signature]  
Secretary

Dated: 05-19-2025

VILLAGE OF LAKE VILLA

By: [Signature]  
James McDonald, Mayor

Attest: [Signature]  
Connie Olker, Village Clerk

Dated: 19 MAY 25

**GROUP EXHIBIT A**

**LEGAL DESCRIPTION OF THE SCHOOL DISTRICT PROPERTIES  
AND ALTA SURVEY**

**TRACT 1:**

**PARCEL 1:**

LOTS 1, 2, 3, 4, 27 AND 28 IN BLOCK 3 IN FOWLER'S SUBDIVISION OF PART OF THE ORIGINAL PLAT OF LAKE CITY (NOW LAKE VILLA) IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 21, 1920 AS DOCUMENT NO. 192902 IN BOOK "K" OF PLATS, PAGE 34, IN LAKE COUNTY, ILLINOIS.

AND

THAT PART OF SAID BLOCK DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF LOT 2 IN SAID BLOCK, AND RUNNING THENCE EAST 30 FEET TO THE NORTHWEST CORNER OF LOT 1 IN SAID BLOCK; THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT 1 TO THE SOUTHWESTERLY CORNER THEREOF; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE EAST AND WEST ALLEY IN SAID BLOCK, 15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT "A" TO THE NORTH LINE OF GRAND AVENUE (FORMERLY KNOWN AS FOX LAKE ROAD); THENCE WEST 15 FEET TO THE SOUTHEAST CORNER OF LOT 28 IN SAID BLOCK; THENCE NORTH TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE WESTERLY TO THE NORTHEAST CORNER OF LOT 26, IN SAID BLOCK; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 26 EXTENDED, 15 FEET; THENCE WEST, PARALLEL TO THE NORTH LINE OF SAID LOT 26, 30.07 FEET; THENCE NORTH 15 FEET TO THE SOUTH LINE OF LOT 4 IN SAID BLOCK AT A POINT 30 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE EAST TO THE SOUTHEAST CORNER OF LOT 2 IN SAID BLOCK AND THENCE NORTH TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

AND

LOT A IN BLOCK 3 IN FOWLER'S SUBDIVISION OF PART OF THE ORIGINAL PLAT OF LAKE CITY (NOW LAKE VILLA) IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 21, 1920 AS DOCUMENT NO. 192902 IN BOOK "K" OF PLATS, PAGE 34, IN LAKE COUNTY, ILLINOIS.

EXCEPT THAT PART THEREOF DEDICATED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS FOR RIGHT OF WAY BY DOCUMENT NO. 6598039, DESCRIBED AS FOLLOWS, TO WIT:

THAT PART OF LOTS 1 AND A IN BLOCK 3 IN FOWLER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE

PLAT THEREOF RECORDED MAY 21, 1920 AS DOCUMENT NO. 192902, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 36 DEGREES 15 MINUTES 35 SECONDS EAST, ON THE EAST LINE OF SAID LOTS, 371.10 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A 30.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, 66.11 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 26 DEGREES 52 MINUTES 27 SECONDS WEST, 53.52 FEET TO THE SOUTH LINE OF SAID LOT A; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, ON SAID SOUTH LINE, 74.13 FEET TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER PLS 2630"; THENCE NORTH 85 DEGREES 01 MINUTE 53 SECONDS EAST, 34.58 FEET TO A POINT 3.00 FEET NORMALLY DISTANT NORTH OF SAID SOUTH LINE AND TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER PLS 2630"; THENCE NORTH 65 DEGREES 01 MINUTE 33 SECONDS EAST, 56.83 FEET TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER PLS 2630"; THENCE NORTH 00 DEGREES 27 MINUTES 02 SECONDS EAST, 22.98 FEET TO A POINT 8.50 FEET NORMALLY DISTANT WEST OF SAID EAST LINE AND TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER PLS 2630"; THENCE NORTH 36 DEGREES 15 MINUTES 35 SECONDS WEST, PARALLEL WITH SAID EAST LINE, 369.73 FEET TO THE NORTH LINE OF SAID LOT 1 AND TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER PLS 2630"; THENCE SOUTH 84 DEGREES 20 MINUTES 56 SECONDS EAST, ON SAID NORTH LINE, 11.42 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

LOT 5 (EXCEPT THE WEST 20 FEET THEREOF DEDICATED TO THE VILLAGE OF LAKE VILLA BY DOCUMENT NO. 2064560) IN BLOCK 3 IN THE FOWLER SUBDIVISION OF A PART OF THE ORIGINAL PLAT OF LAKE CITY, NOW LAKE VILLA, IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 21, 1920, AS DOCUMENT NO. 192902, IN BOOK "K" OF PLATS, PAGE 34, IN LAKE COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 26 IN BLOCK 3 IN FOWLER'S SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1920 AS DOCUMENT NO. 192902 IN BOOK "K" OF PLATS, PAGE 34, IN LAKE COUNTY, ILLINOIS, TOGETHER WITH THAT PORTION OF THE ALLEY LYING NORTH AND ADJOINING THE EAST 30 FEET OF LOT 26, VACATED BY ORDINANCE RECORDED FEBRUARY 16, 1927, AS DOCUMENT NO. 294303.

**PARCEL 4:**

PART OF A VACATED ALLEY IN BLOCK 3 LYING WESTERLY OF THE WEST LINE OF LOT "A" IN FOWLER'S SUBDIVISION OF PART OF THE ORIGINAL PLAT OF LAKE CITY (NOW LAKE VILLA) IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1920 AS DOCUMENT NO. 192902 IN BOOK "K" OF PLATS, PAGE 34, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 3 IN SAID FOWLER'S SUBDIVISION; THENCE NORTH 87 DEGREES 10 MINUTES 39 SECONDS WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE EAST AND WEST ALLEY IN SAID BLOCK, 15.00 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 20 SECONDS EAST PARALLEL WITH THE WEST LINE OF LOT "A", 205.25 FEET TO THE NORTH LINE OF GRAND AVENUE (FORMERLY KNOWN AS FOX LAKE ROAD); THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS EAST, ALONG SAID NORTH LINE; 15.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT "A"; THENCE NORTH 01 DEGREES 00 MINUTES 54 SECONDS WEST ALONG SAID WEST LINE, 204.50 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Address: 108 N. Milwaukee Avenue, Lake Villa, Illinois 60046

**Lake County Permanent Index Numbers:**

02-33-306-016  
02-33-306-017  
02-33-306-018  
02-33-306-032  
02-33-306-033  
02-33-306-034  
02-33-306-035

**TRACT 2**

**PARCEL 1:**

LOTS 30, 31 AND 32 IN BLOCK 2 IN FOWLER'S SUBDIVISION OF PART OF THE ORIGINAL PLAT OF LAKE CITY (NOW LAKE VILLA) IN THE SOUTH WEST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 21, 1920 AS DOCUMENT NO. 192902 IN BOOK "K" OF PLATS, PAGE 34, IN LAKE COUNTY, ILLINOIS, EXCEPTING THAT PART THEREOF FOR RIGHT OF WAY DEDICATED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DOCUMENT NO. 6612158, DESCRIBED AS FOLLOWS, TO WIT:

THAT PART OF LOT 31 IN BLOCK 2 IN FOWLER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1920 AS DOCUMENT NO. 192902, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERNMOST CORNER OF SAID LOT 31; THENCE ON AN ASSUMED BEARING OF SOUTH 36 DEGREES 15 MINUTES 35

SECONDS EAST, ON THE NORTHEAST LINE OF SAID LOT 31, A DISTANCE OF 147.97 FEET TO A POINT OF CURVATURE ON THE EAST LINE OF SAID LOT 31; THENCE SOUTH ON A 20.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, ON THE EAST LINE OF SAID LOT 31, AN ARC DISTANCE OF 17.26 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 11 DEGREES 31 MINUTES 50 SECONDS EAST, 16.73 FEET TO A POINT 7.00 FEET NORMALLY DISTANT WEST OF THE NORTHEAST LINE OF SAID LOT 31; THENCE NORTH 36 DEGREES 15 MINUTES 35 SECONDS WEST, PARALLEL WITH THE NORTHEAST LINE OF SAID LOT 31, A DISTANCE OF 163.12 FEET TO THE NORTHWEST LINE OF SAID LOT 31; THENCE NORTH 53 DEGREES 18 MINUTES 12 SECONDS EAST, ON SAID NORTHWEST LINE, 7.00 FEET TO THE POINT OF BEGINNING.

AND

EXCEPTING THAT PART THEREOF FOR RIGHT OF WAY DEDICATED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DOCUMENT NO. 6596339, DESCRIBED AS FOLLOWS, TO WIT:

THE NORTHEAST 7.00 FEET OF LOT 32 IN BLOCK 2 IN FOWLER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1920 AS DOCUMENT NO. 192902, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 33 AND 34 IN BLOCK 2 IN FOWLER'S SUBDIVISION OF PART OF THE ORIGINAL PLAT OF LAKE CITY (NOW LAKE VILLA) IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 21, 1920 AS DOCUMENT NO. 192902 IN BOOK "K" OF PLATS, PAGE 34, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

LOTS 28 AND 29 IN BLOCK 2 IN FOWLER'S SUBDIVISION OF PART OF THE ORIGINAL PLAT OF LAKE CITY (NOW LAKE VILLA) IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 21, 1920 AS DOCUMENT NO. 192902 IN BOOK "K" OF PLATS, PAGE 34, IN LAKE COUNTY, ILLINOIS.

Address: 304 East Grand Avenue, Lake Villa, Illinois 60046

Lake County Permanent Index Numbers:

02-33-308-023

02-33-308-025

02-33-308-026

02-33-308-027

**EXHIBIT B**  
**PERMITTED EXCEPTIONS**

1. Grant of Easement for sanitary sewer lines dated May 22, 1980 and recorded June 16, 1980 as document 2064559 made by and between the Regional Board of School Trustees of lake County for the use and benefit of Lake Villa Community Consolidated School District #41 and the Village of Lake Villa, an Illinois municipal corporation and the terms, provisions and conditions therein contained.
2. Grant of Easement for sanitary sewer lines dated March 3, 1958 and recorded March 26, 1958 as document 984905 made by and between the Regional Board of School Trustees of Lake County for the use and benefit of Lake Villa Community Consolidated School District #41 and the Village of Lake Villa, an Illinois municipal corporation and the terms, provisions and conditions therein contained. (Affects the West 10 feet of Lot 28)
3. Ordinance 13-1260 by the Lake County, establishing Special Service Area Number 16, recorded November 20, 2013 as document number 7056656.  
  
Special Service Area Certificate recorded December 4, 2013 as document 7059959.  
  
Parcel Valuation Certificate recorded December 4, 2013 as document 7059960.
4. Building setback lines, Easements, Covenants, conditions and restrictions as contained in the plat of Fowler's Subdivision recorded as document number 192902.
5. Terms, provisions and conditions of Ordinance No. 137 entitled An Ordinance Vacating Certain Alleys and Portions of Alleys in the Village of Lake Villa recorded February 16, 1927 as document 294303.
6. Rights of public or quasi-public utilities, if any, in the vacated street or alley.
7. Rights of the Municipality, the State of Illinois, the Public and adjoining owners, in the vacated street and alleys.
8. Rights of the public, the municipality and the State of Illinois in and to that part of the land, if any, taken and used for roads and highways.
9. Rights of way for drainage ditches, tile, feeders and laterals, and other drainage easements, if any.

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