City of Prospect Heights
Call of Special City Council Meeting

Date: **Monday, July 16. 2018, 5:30 PM**

To: **City Council**

CC: **Wendy Morgan-Adams, City Clerk**
Karen Schultheis, Deputy Clerk
Joe Wade, City Administrator

Pursuant to Section 1-5-2.B.2 of the Prospect Heights City Code, the Mayor of the City of Prospect Heights, hereby calls a Special Meeting of the City Council of the City of Prospect Heights. Notice is given hereby to the Mayor and Aldermen that a special meeting will be held on **Monday, July 16 2018, 5:30 PM in the City Hall Council Chambers at Prospect Heights City Hall,** 8 North Elmhurst Road, Prospect Heights, Illinois 60070, to discuss Sale of City Property and Home Rule Referendum Process and Proposed Consulting Services. The Clerk and/or City Administrator are instructed to prepare an agenda and post all required notices.

/s/ Nicholas J. Helmer
Mayor

AMENDED

PUBLIC NOTICE

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE CITY OF PROSPECT HEIGHTS, NOTICE IS HEREBY GIVEN THAT

THE SPECIAL CITY COUNCIL MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
WILL BE HELD ON MONDAY, JULY 16, 2018 AT 5:30 P.M.

IN THE COUNCIL CHAMBERS, PROSPECT HEIGHTS CITY HALL,
8 NORTH ELMHURST ROAD, PROSPECT HEIGHTS, ILLINOIS
MAYOR NICHOLAS J. HELMER PRESIDING

DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON THE MATTERS CONTAINED IN THE FOLLOWING:

1. **CALL TO ORDER**

2. **ROLL CALL FOR QUORUM**

3. **PLEDGE OF ALLEGIANCE** – Audience Participation

4. **PUBLIC COMMENTS –** (Agenda Items)

5. **OLD BUSINESS**

   A. R-18-14 Resolution Authorizing the Sale of City Property, 25 and 35 Piper Lane (***Related documents: Listing Agreement, Purchase and Sales Contract, and Property Appraisal***) (***Tabled at June 25, 2018 City Council Workshop Meeting***)

6. **NEW BUSINESS**

7. **EXECUTIVE SESSION –** Pursuant to 5 ILCS 120/2 (c) (1) and (6) to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees and the sale or lease of property owned by public body.

This meeting will be recorded and televised on the following Prospect Heights cable channels: Comcast and WOW Channel 17 and AT&T U-verse Channel 99

8. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

9. ADJOURNMENT

Posted: by Karen Schultheis by 5:00PM, July 11th, 2018

This meeting will be recorded and televised on the following Prospect Heights cable channels: Comcast and WOW Channel 17 and AT&T U-verse Channel 99

A RESOLUTION AUTHORIZING THE SALE OF 25 & 35 PIPER LANE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS:

SECTION ONE: Pursuant to 65 ILCS 5/11-76-4.1, the City Council desires to sell the land commonly known as 25 & 35 Piper Lane, more thoroughly described on Exhibit A attached hereto and hereinafter referred to as the "Property"; and

SECTION TWO: The City Council desires to sell the Property by listing the same with a local licensed real estate broker on the terms and conditions set forth on Exhibit B; and

SECTION THREE: The City Council does hereby approve the sale of the Property to Conor Commercial Real Estate LLC, a Delaware limited liability company, on the terms and conditions set forth on Exhibit C and which purchase price is not less than 80% of the appraised value as determined by an appraisal obtained by Chicago Commercial Appraisal Group dated June 8, 2018; and

SECTION FOUR: This Resolution shall be published at the first opportunity following its passage in a newspaper in Prospect Heights or, if none, then in a newspaper published in Cook County.

PASSED AND APPROVED this 25th day of June, 2018.

_____
Nicholas J. Helmer, Mayor

ATTEST:

_____
City Clerk

AYES:

NAYS:

ABSENT:

EXHIBIT A

LEGAL DESCRIPTION: THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 44 MINUTES 37 SECONDS EAST, BEING AN ASSUMED BEARING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 349.27 FEET TO THE WEST LINE OF THE EAST 989.57 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID WEST LINE BEING THE WEST LINE OF LOT 2 IN BRIARLAKE RESUBDIVISION RECORDED OCTOBER 20, 1989 AS DOCUMENT NO. 89499649; THENCE NORTH 00 DEGREES 45 MINUTES 34 SECONDS WEST, ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 432.88 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF PIPER LANE AS DEDICATED FOR PUBLIC STREET ACCORDING TO TRUSTEES' DEED RECORDED OCTOBER 8, 1987 AS DOCUMENT NO. 87547388; THENCE NORTHWESTERLY ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF PIPER LANE AN ARC DISTANCE OF 82.23 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 71.50 FEET WITH A CHORD BEARING OF NORTH 33 DEGREES 55 MINUTES 29 SECONDS WEST AND A CHORD DISTANCE OF 77.78 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 29 SECONDS WEST, ON THE WEST RIGHT OF WAY LINE OF PIPER LANE AS MONUMENTED,95.42 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 19.02 FEET ON THE ARCE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 13.0 FEET WITH A CHORD BEARING OF NORTH 42 DEGREES 28 MINUTES 14 SECONDS WEST AND A CHORD DISTANCE OF 17.37 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PIPER LANE AS MONUMENTED AND DEDICATED ACCORDING TO SAID DOCUMENT NO. 87547388; THENCE NORTH 85 DEGREES 00 MINUTES 51 SECONDS WEST, ON SAID SOUTHERLY RIGHT OF WAY LINE OF PIPER LANE, 293.88 FEET TO THE NORTHEAST CORNER OF LOT 1 IN PIPER LANE MINIWAREHOUSE SUBDIVISION RECORDED MARCH 22, 1988 AS DOCUMENT NO. 88117034; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER 631.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 1 IN PIPER LANE MINIWAREHOUSE SUBDIVISION, BEING A RE-SUBDIVISION IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 1 LYING WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID NORTHEAST CORNER BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF PIPER LANE AND THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 24; THENCE NORTH 89°46'43" WEST ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID PIPER LANE, 342.30 FEET TO THE POINT OF BEGINNING OF THE AFORESAID EXCEPTION LINE, SAID POINT OF BEGINNING BEING ALSO A CORNER OF SAID LOT 1; THENCE SOUTH 28°4'3" WEST ALONG A WESTERLY LINE OF SAID LOT 1, 72.32 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1 BEING THE ARC OF A CIRCLE, A DISTANCE OF 214.49 FEET, CONVEX TO THE WEST, HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING OF SOUTH 3°29'20" WEST AND A CHORD DISTANCE OF 207.97 FEET TO A POINT OF TANGENCY; THENCE CONTINUING SOUTH 21°5'24" EAST, 55.61 FEET ALONG A WESTERLY LINE OF SAID LOT 1 TO A POINT OF CURVE; THENCE CONTINUING SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1 BEING THE ARC OF A CIRCLE, A DISTANCE OF 179.68 FEET, HAVING A RADIUS OF 483.00 FEET, CONVEX TO THE EAST, A CHORD BEARING OF SOUTH 10°25'58" EAST AND A CHORD DISTANCE OF 0°13'28" WEST, 132.15 FEET ALONG A WESTERLY LINE OF SAID LOT 1 AND ITS SOUTHERLY EXTENSION TO A POINT ON THE SOUTH LINE OF SAID LOT 1 AND THE POINT OF ENDING FOR SAID EXCEPTION LINE, IN COOK COUNTY, ILLINOIS.

PIN: 03-24-100-045-0000 & 03-24-101-009-0000
COMMON ADDRESS: 25 & 35 Piper Lane, Prospect Heights, IL 60070

SIZE: approximately 10.09 acres
USE: vacant land
ZONING: General Service P.U.D.

EXHIBIT B

see attached listing agreement

EXHIBIT C

see attached Real Estate Purchase and Sales Contract

EXCLUSIVE RIGHT TO SELL CONTRACT

1. In consideration of the services to be performed by **CORNERSTONE COMMERCIAL PARTNERS, LLC**, and the commissions to be paid by **THE CITY OF PROSPECT HEIGHTS, ILLINOIS** ("Seller/Owner"), the parties agree that Broker shall have the exclusive right to market and sell Seller's/Owner's property (real estate unimproved and/or real estate improved, herein after known as "property") upon the following terms and conditions:

Property Address: **25 – 35 EAST PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070**

Marketing Price: **THREE MILLION SEVEN HUNDRED THOUSAND AND NO/100 ($3,700,000.00) DOLLARS**

Marketing Period: **FROM THE DATE OF THIS CONTRACT UNTIL THE EXPIRATION OF ONE (1) YEAR AT WHICH TIME THIS CONTRACT SHALL AUTOMATICALLY TERMINATE.**

2. If during the term of this Contract Broker obtains an offer to purchase the property as defined above from a ready, willing, and able Buyer at the marketing price, or if Seller/Owner enters into a contract for the sale/exchange of the property at any price and upon any terms to which Seller/Owner consents, Seller/Owner shall be obligated to pay Broker a commission of **SIX (6%) Percent** of the total purchase sale or exchange price. The full commission is to be paid at closing, which in the case of a sale or contract for deed shall be at the time Buyer and Seller execute the initial contract or agreement for deed. Any future consideration used as part of the agreed price shall be used to determine commissions due.

3. Seller/Owner agrees that such a commission shall be paid if the property is sold or exchanged by Seller/Owner within a protection period of **ONE HUNDRED-EIGHTY (180)** days following the term of this Contract or any extensions thereof to anyone to whom the property was presented during the term of this Contract. Such added protection shall be for those wherein Broker has registered in writing with the Seller/Owner parties having viewed the property during the listing period.

4. In the event a purchase contract is entered into and Purchaser defaults without fault on the Seller's/Owner's part, Broker will waive the commission, and this agreement shall be continued from the date of default through the date provided in paragraph 1. Under no circumstances shall any Broker's commission be paid by Seller if the Sale is not consummated.

5. When a contract to purchase is entered into for the purchase of Seller's/Owner's property, the Buyer may deposit earnest money with Broker. Broker will hold any such earnest money in a special, non-interest bearing escrow account on behalf of the Buyer and Seller/Owner. Once the purchase goes to closing, the earnest money will be disbursed according to the terms of the contract to purchase. Broker is authorized by Seller/Owner to retain that portion of the earnest money necessary to compensate Broker for commission. If earnest money is insufficient to cover commissions in full the remainder due will be paid at closing.

(a) If the transaction fails to close/consummate due to fault of the Seller/Owner, the earnest money shall be returned to the buyer after Seller/Owner and Buyer have signed the necessary release papers.

(b) IF THE TRANSACTION FAILS TO CONSUMATE/CLOSE DUE TO FAULT OF THE BUYER, THE EARNEST MONEY SHALL BE DISTRIBUTED TO THE SELLER/OWNER, LESS ANY COSTS OF ADVERTISING OR REASONABLE EXPENSES, INCURRED BY BROKER.

6. Seller/Owner agrees that for the purpose of marketing Seller's/Owner's property, Broker may choose to place Seller's/Owner's property in selected Multiple Listing Service(s) in which Broker is a participant, various internet websites as Broker selects and selected e-mail services Broker deems valuable.

7. Seller(s)/Owner(s) acknowledge(s) that they have been informed of the responsibilities imposed upon Seller/Owners under the Residential Real Property Disclosure Act (if applicable). Seller/Owner agrees to comply with the requirements of this Act to the best of Seller's/Owner's ability and to not knowingly give any false or inaccurate information regarding the disclosures required by that Act.

8. Broker designates **PETER L. KARLIS and RONALD W. REESE** ("Seller's/Owner's Designated Agent"), a sales associate(s) affiliated with Broker as the only legal agent(s) of the Seller/Owner. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Seller/Owner shall be informed in writing within a reasonable time. Seller/Owner acknowledges that Seller's/Owner's Designated Agent may from time to time have another sales associate, who is not an agent of the Seller/Owner provide support in the marketing of Seller's/Owner's property. Seller/Owner understands and agrees that this agreement is a Contract for Broker to market Seller's/Owner's property and that Seller's/Owner's Designated Agent(s) is(are) the only legal agent(s) of Seller/Owner. Seller's/Owner's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's/Owner's property.

9. Seller/Owner has been informed that potential buyers may elect to employ the services of a licensed real estate broker or sales associate as their own agent (buyer's agent).

10. Broker is authorized to show the property to prospective buyers represented by buyer's agents, and Broker, in its sole discretion, may pay a part of the above commission to buyer's agent or other cooperating agents. Broker is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers in the sale of Seller's/Owner's property. Seller/Owner acknowledges that the compensation offered to such cooperating brokers may vary from broker to broker.

11. Seller/Owner understands that Broker and/or Designated Agent may have previously represented a Buyer who is interested in subject property. During that representation, Broker and/or Designated Agent may have learned material information about the buyer that is considered confidential. Under the law, neither Broker nor Designated Agent may disclose any such confidential information to you even though the Broker and/or Designated Agent now represent you as a Seller/Owner.

12. Seller/Owner understands and agrees that other sales associates affiliated with Broker, other than Seller's/Owner's Designated Agent(s), may represent the actual or prospective Buyer of Seller's/Owner's property. Further, Seller/Owner understands and agrees that if the property is sold through the efforts of a sales associate affiliated with Broker who represents the Buyer, the other sales associate affiliated with Broker will be acting as a Buyer's Designated Agent.

13. Seller/Owner agrees to immediately refer to Seller's/Owner's Designated Agent all prospective Purchasers or Brokers who contact Seller/Owner for any reason and to provide Seller's/Owner's Designated Agent with their names and addresses.

14. Broker and Seller's/Owner's Designated Agent are authorized in their sole discretion, to place a "For Sale" sign on the property, if permitted by law, to remove all other such signs, to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers to cooperate with other brokers and to use pictures of the property for marketing purposes.

15. **PERSONAL PROPERTY. INTENTIONALLY OMITTED.**

16. Seller/Owner understands that the information which Seller/Owner provides to Seller's/Owner's Designated Agent as listing information will be used to advertise Seller's/Owner's property to the public, and it is essential that this information be accurate. [SELLER/OWNER UNDERSTANDS THAT THEY HAVE AN OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL INFORMATION TO BE USED BY DESIGNATED AGENT AS DISTRIBUTIVE INFORMATION TO THE PUBLIC ABOUT THE SUBJECT PROPERTY AND HEREBY PROMISES TO FULFILL THESE OBLIGATIONS.] Although Seller/Owner is listing Seller's/Owner's property in its present physical condition ("as is" condition), Seller/Owner understands that Seller/Owner may be held responsible by a Buyer for any latent or hidden, undisclosed defects in the property which are known to Seller/Owner but which are not disclosed to the Buyer.

a. Seller/Owner agrees that any information about the property, financial or otherwise, may be used by Broker as part of his/her effort to market the property. Seller/Owner further understands the Buyer, his agent, his attorney, his accountant, or others of whom he is seeking financial advice may have access to said information.

17. Seller/Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgements, and costs (including reasonable attorney's fees) arising from Seller's/Owner's breach of this agreement, from any incorrect information or misrepresentation supplied by Seller/Owner or from any material facts, including latent defects, that are known to Seller/Owner that Seller/Owner fails to disclose.

18. This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto. This contract can only be amended by a writing signed by the parties.

19. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL SELLER'S/OWNER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, ANCESTRY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.

20. This Contract may not be terminated or amended prior to the expiration date without the express written consent of both parties to this Contract. However, if the parties mutually agree to a termination of this contract prior to its termination date, Seller agrees to reimburse Broker for all reasonable marketing expenses incurred prior to such termination.

21. Land Trust Beneficiary: If the Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this Contract to indicate they are the beneficiaries of said trust in order to guarantee their performance of this Contract and to indicate that they hold the sole power of direction with regard to said trust.

Seller/Owner hereby acknowledges receipt of a signed copy of this agreement and all attached. The attachments include the following: **DISCLOSURE AND CONSENT TO DUAL AGENCY and RIDER "A"**

THE CITY OF PROSPECT HEIGHTS, ILLINOIS

BY: _____ Mayor

BY: _____

DATE: November 22, 2016

ADDRESS: 8 N. Elmhurst Road
Prospect Heights, IL
60070

CORNERSTONE COMMERCIAL PARTNERS, LLC

BY: _____
Peter L. Karis

BY: _____
Ronald W. Reese

DATE: 11-22-16

MANAGING BROKER _____
Ronald W. Reese

RIDER "A" TO BE ATTACHED TO AND MADE PART OF THE EXCLUSIVE RIGHT TO SELL CONTRACT, DATED _____ _____, 2016, BY AND BETWEEN, THE CITY OF PROSPECT HEIGHTS, ILLINOIS AS SELLER/OWNER, AND CORNERSTONE COMMERCIAL PARTNERS, LLC, AS BROKER, FOR THE PROPERTY LOCATED AT: 25 – 35 EAST PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070

1.) **SELLING COMMISSION.** In the event Peter L. Karlis and Ronald W. Reese become Dual Agents (representing both the Seller and the Buyer), then the Seller/Owner shall be obligated to pay Broker a sales commission equal to **Five (5%) PERCENT of the total purchase sale or exchange price at closing.**

2.) **MARKETING BUDGET.** Seller/Owner agrees to reimburse Broker for marketing expenses not to exceed $3,000.00. Said expenses shall include, but not limited to, graphic design postcard and brochure printing, signage, advertising (both hard copy and online) and third party provider e-mail campaigns. All marketing initiatives shall be reviewed and approved with/by Seller/Owner prior to implementation.

In the event there is a conflict between Rider "A" and the Exclusive Right To Sell Contract, then this Rider shall prevail.

Agreed this 22nd day of November, 2016

CITY OF PROSPECT HEIGHTS, ILLINOIS

BY: _____ MAYOR

BY: _____

CORNERSTONE COMMERCIAL PARTNERS, LLC

BY: _____
Peter L. Karlis

BY: _____
Ronald W. Reese

DISCLOSURE AND CONSENT TO DUAL AGENCY
(DESIGNATED AGENCY)

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.

The undersigned **PETER L. KARLIS and RONALD W. REESE** ("Licensee"), the designated agent, and any subsequent designated agent(s) may undertake a dual representation (represent both the Seller and the Buyer) for the sale of vacant land located at: **25 – 35 EAST PIPER LANE, PROSPECT HEIGHTS, IL 60070**

The undersigned acknowledge they were informed of the possibility of this type of representation and acknowledge that before signing this document they read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

What a Licensee Can Do For Clients When Acting as a Dual Agent

1. Treat all clients honestly.
2. Provide information about the property to the Buyer.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the Buyer to the Seller.
5. Explain real estate terms.
6. Help the Buyer to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the Buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

What a Licensee Cannot Disclose to Clients When Acting as a Dual Agent

1. Confidential information that Licensee may know about the clients, without that client's permission.
2. The price Seller will take other than the listing price without permission of the Seller.
3. The price the Buyer is willing to pay without permission of the Buyer.
4. A recommended or suggested price the Buyer should offer.
5. A recommended or suggested price the Seller should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the Seller and the Buyer) should that become necessary.

THE CITY OF PROSPECT HEIGHTS	**CORNERSTONE COMMERCIAL PARTNERS, LLC**
CLIENT: _____	**LICENSEE:** _____ Peter L. Karlis
DATE: _____	**DATE:** 11/22/16
CLIENT: _____	**LICENSEE:** _____ Ronald W. Reese
DATE: November 22, 2016	**DATE:** 11-22-16

Wpwin60\docs\Disclosu.re

EXTENSION AGREEMENT TO BE ATTACHED TO AND MADE PART OF THE EXCLUSIVE RIGHT TO SELL CONTRACT DATED NOVEMBER 22, 2016, BY AND BETWEEN THE CITY OF PROSPECT HEIGHTS, ILLINOIS, AS OWNER/SELLER, AND CORNERSTONE COMMERCIAL PARTNERS, LLC, AS BROKER, FOR THE PROPERTY LOCATED AT 25-35 EAST PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070.

1.) **MARKETING PERIOD.** From the date of this Extension Agreement until the expiration of One (1) Year, at which time this Extension Agreement shall automatically terminate.

All of the other terms and conditions of the Exclusive Right To Sell Contract dated November 22, 2016, shall remain in full force and effect.

Agreed the 27th day of November, 2017

THE CITY OF PROSPECT HEIGHTS, ILLINOIS

By: _____
Nick Helmer, Mayor

By: _____

CORNERSTONE COMMERCIAL PARTNERS, LLC

By: _____
Peter L. Karlis

By: _____
Ronald W. Reese

EXCLUSIVE RIGHT TO SELL CONTRACT

1. In consideration of the services to be performed by **CORNERSTONE COMMERCIAL PARTNERS, LLC**, and the commissions to be paid by **THE CITY OF PROSPECT HEIGHTS, ILLINOIS** ("Seller/Owner"), the parties agree that Broker shall have the exclusive right to market and sell Seller's/Owner's property (real estate unimproved and/or real estate improved, herein after known as "property") upon the following terms and conditions:

Property Address: **25 – 35 EAST PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070**

Marketing Price: **THREE MILLION SEVEN HUNDRED THOUSAND AND NO/100 ($3,700,000.00) DOLLARS**

Marketing Period: **FROM THE DATE OF THIS CONTRACT UNTIL THE EXPIRATION OF ONE (1) YEAR AT WHICH TIME THIS CONTRACT SHALL AUTOMATICALLY TERMINATE.**

2. If during the term of this Contract Broker obtains an offer to purchase the property as defined above from a ready, willing, and able Buyer at the marketing price, or if Seller/Owner enters into a contract for the sale/exchange of the property at any price and upon any terms to which Seller/Owner consents, Seller/Owner shall be obligated to pay Broker a commission of **SIX (6%) Percent** of the total purchase sale or exchange price. The full commission is to be paid at closing, which in the case of a sale or contract for deed shall be at the time Buyer and Seller execute the initial contract or agreement for deed. Any future consideration used as part of the agreed price shall be used to determine commissions due.

3. Seller/Owner agrees that such a commission shall be paid if the property is sold or exchanged by Seller/Owner within a protection period of **ONE HUNDRED-EIGHTY (180)** days following the term of this Contract or any extensions thereof to anyone to whom the property was presented during the term of this Contract. Such added protection shall be for those wherein Broker has registered in writing with the Seller/Owner parties having viewed the property during the listing period.

4. In the event a purchase contract is entered into and Purchaser defaults without fault on the Seller's/Owner's part, Broker will waive the commission, and this agreement shall be continued from the date of default through the date provided in paragraph 1. Under no circumstances shall any Broker's commission be paid by Seller if the Sale is not consummated.

5. When a contract to purchase is entered into for the purchase of Seller's/Owner's property, the Buyer may deposit earnest money with Broker. Broker will hold any such earnest money in a special, non-interest bearing escrow account on behalf of the Buyer and Seller/Owner. Once the purchase goes to closing, the earnest money will be disbursed according to the terms of the contract to purchase. Broker is authorized by Seller/Owner to retain that portion of the earnest money necessary to compensate Broker for commission. If earnest money is insufficient to cover commissions in full the remainder due will be paid at closing.

(a) If the transaction fails to close/consummate due to fault of the Seller/Owner, the earnest money shall be returned to the buyer after Seller/Owner and Buyer have signed the necessary release papers.

(b) IF THE TRANSACTION FAILS TO CONSUMATE/CLOSE DUE TO FAULT OF THE BUYER, THE EARNEST MONEY SHALL BE DISTRIBUTED TO THE SELLER/OWNER, LESS ANY COSTS OF ADVERTISING OR REASONABLE EXPENSES, INCURRED BY BROKER.

6. Seller/Owner agrees that for the purpose of marketing Seller's/Owner's property, Broker may choose to place Seller's/Owner's property in selected Multiple Listing Service(s) in which Broker is a participant, various internet websites as Broker selects and selected e-mail services Broker deems valuable.

7. Seller(s)/Owner(s) acknowledge(s) that they have been informed of the responsibilities imposed upon Seller/Owners under the Residential Real Property Disclosure Act (if applicable). Seller/Owner agrees to comply with the requirements of this Act to the best of Seller's/Owner's ability and to not knowingly give any false or inaccurate information regarding the disclosures required by that Act.

8. Broker designates **PETER L. KARLIS and RONALD W. REESE** ("Seller's/Owner's Designated Agent"), a sales associate(s) affiliated with Broker as the only legal agent(s) of the Seller/Owner. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Seller/Owner shall be informed in writing within a reasonable time. Seller/Owner acknowledges that Seller's/Owner's Designated Agent may from time to time have another sales associate, who is not an agent of the Seller/Owner provide support in the marketing of Seller's/Owner's property. Seller/Owner understands and agrees that this agreement is a Contract for Broker to market Seller's/Owner's property and that Seller's/Owner's Designated Agent(s) is(are) the only legal agent(s) of Seller/Owner. Seller's/Owner's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's/Owner's property.

9. Seller/Owner has been informed that potential buyers may elect to employ the services of a licensed real estate broker or sales associate as their own agent (buyer's agent).

10. Broker is authorized to show the property to prospective buyers represented by buyer's agents, and Broker, in its sole discretion, may pay a part of the above commission to buyer's agent or other cooperating agents. Broker is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers in the sale of Seller's/Owner's property. Seller/Owner acknowledges that the compensation offered to such cooperating brokers may vary from broker to broker.

11. Seller/Owner understands that Broker and/or Designated Agent may have previously represented a Buyer who is interested in subject property. During that representation, Broker and/or Designated Agent may have learned material information about the buyer that is considered confidential. Under the law, neither Broker nor Designated Agent may disclose any such confidential information to you even though the Broker and/or Designated Agent now represent you as a Seller/Owner.

12. Seller/Owner understands and agrees that other sales associates affiliated with Broker, other than Seller's/Owner's Designated Agent(s), may represent the actual or prospective Buyer of Seller's/Owner's property. Further, Seller/Owner understands and agrees that if the property is sold through the efforts of a sales associate affiliated with Broker who represents the Buyer, the other sales associate affiliated with Broker will be acting as a Buyer's Designated Agent.

13. Seller/Owner agrees to immediately refer to Seller's/Owner's Designated Agent all prospective Purchasers or Brokers who contact Seller/Owner for any reason and to provide Seller's/Owner's Designated Agent with their names and addresses.

14. Broker and Seller's/Owner's Designated Agent are authorized in their sole discretion, to place a "For Sale" sign on the property, if permitted by law, to remove all other such signs, to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers to cooperate with other brokers and to use pictures of the property for marketing purposes.

15. **PERSONAL PROPERTY. INTENTIONALLY OMITTED.**

16. Seller/Owner understands that the information which Seller/Owner provides to Seller's/Owner's Designated Agent as listing information will be used to advertise Seller's/Owner's property to the public, and it is essential that this information be accurate. [SELLER/OWNER UNDERSTANDS THAT THEY HAVE AN OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL INFORMATION TO BE USED BY DESIGNATED AGENT AS DISTRIBUTIVE INFORMATION TO THE PUBLIC ABOUT THE SUBJECT PROPERTY AND HEREBY PROMISES TO FULFILL THESE OBLIGATIONS.] Although Seller/Owner is listing Seller's/Owner's property in its present physical condition ("as is" condition), Seller/Owner understands that Seller/Owner may be held responsible by a Buyer for any latent or hidden, undisclosed defects in the property which are known to Seller/Owner but which are not disclosed to the Buyer.

a. Seller/Owner agrees that any information about the property, financial or otherwise, may be used by Broker as part of his/her effort to market the property. Seller/Owner further understands the Buyer, his agent, his attorney, his accountant, or others of whom he is seeking financial advice may have access to said information.

17. Seller/Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgements, and costs (including reasonable attorney's fees) arising from Seller's/Owner's breach of this agreement, from any incorrect information or misrepresentation supplied by Seller/Owner or from any material facts, including latent defects, that are known to Seller/Owner that Seller/Owner fails to disclose.

18. This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto. This contract can only be amended by a writing signed by the parties.

19. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL SELLER'S/OWNER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, ANCESTRY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.

20. This Contract may not be terminated or amended prior to the expiration date without the express written consent of both parties to this Contract. However, if the parties mutually agree to a termination of this contract prior to its termination date, Seller agrees to reimburse Broker for all reasonable marketing expenses incurred prior to such termination.

21. Land Trust Beneficiary: If the Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this Contract to indicate they are the beneficiaries of said trust in order to guarantee their performance of this Contract and to indicate that they hold the sole power of direction with regard to said trust.

Seller/Owner hereby acknowledges receipt of a signed copy of this agreement and all attached. The attachments include the following: **DISCLOSURE AND CONSENT TO DUAL AGENCY and RIDER "A"**

THE CITY OF PROSPECT HEIGHTS, ILLINOIS

BY: _____ Mayor

BY: _____

DATE: November 22, 2016

ADDRESS: 8 N. Elmhurst Road
Prospect Heights, IL
60070

CORNERSTONE COMMERCIAL PARTNERS, LLC

BY: _____
Peter L. Karlis

BY: _____
Ronald W. Reese

DATE: 11-22-16

MANAGING BROKER: _____
Ronald W. Reese

RIDER "A" TO BE ATTACHED TO AND MADE PART OF THE EXCLUSIVE RIGHT TO SELL CONTRACT, DATED _____ _____, 2016, BY AND BETWEEN, THE CITY OF PROSPECT HEIGHTS, ILLINOIS AS SELLER/OWNER, AND CORNERSTONE COMMERCIAL PARTNERS, LLC, AS BROKER, FOR THE PROPERTY LOCATED AT: 25 – 35 EAST PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070

1.) **SELLING COMMISSION.** In the event Peter L. Karlis and Ronald W. Reese become Dual Agents (representing both the Seller and the Buyer), then the Seller/Owner shall be obligated to pay Broker a sales commission equal to **Five (5%) PERCENT of the total purchase sale or exchange price at closing.**

2.) **MARKETING BUDGET.** Seller/Owner agrees to reimburse Broker for marketing expenses not to exceed $3,000.00. Said expenses shall include, but not limited to, graphic design postcard and brochure printing, signage, advertising (both hard copy and online) and third party provider e-mail campaigns. All marketing initiatives shall be reviewed and approved with/by Seller/Owner prior to implementation.

In the event there is a conflict between Rider "A" and the Exclusive Right To Sell Contract, then this Rider shall prevail.

Agreed this 22nd day of November, 2016

CITY OF PROSPECT HEIGHTS, ILLINOIS

BY: _____ Mayor

BY: _____

CORNERSTONE COMMERCIAL PARTNERS, LLC

BY: _____
Peter L. Karlis

BY: _____
Ronald W. Reese

DISCLOSURE AND CONSENT TO DUAL AGENCY
(DESIGNATED AGENCY)

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.

The undersigned **PETER L. KARLIS and RONALD W. REESE** ("Licensee"), the designated agent, and any subsequent designated agent(s) may undertake a dual representation (represent both the Seller and the Buyer) for the sale of vacant land located at: **25 – 35 EAST PIPER LANE, PROSPECT HEIGHTS, IL 60070**

The undersigned acknowledge they were informed of the possibility of this type of representation and acknowledge that before signing this document they read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

What a Licensee Can Do For Clients When Acting as a Dual Agent

1. Treat all clients honestly.
2. Provide information about the property to the Buyer.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the Buyer to the Seller.
5. Explain real estate terms.
6. Help the Buyer to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the Buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

What a Licensee Cannot Disclose to Clients When Acting as a Dual Agent

1. Confidential information that Licensee may know about the clients, without that client's permission.
2. The price Seller will take other than the listing price without permission of the Seller.
3. The price the Buyer is willing to pay without permission of the Buyer.
4. A recommended or suggested price the Buyer should offer.
5. A recommended or suggested price the Seller should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the Seller and the Buyer) should that become necessary.

THE CITY OF PROSPECT HEIGHTS

CLIENT: _____

DATE: _____

CLIENT: _____

DATE: November 22, 2016

CORNERSTONE COMMERCIAL PARTNERS, LLC

LICENSEE: _____
Peter L. Karlis

DATE: 11/22/16

LICENSEE: _____
Ronald W. Reese

DATE: 11-22-16

Wpwin60\docs\Disclosu.re

EXTENSION AGREEMENT TO BE ATTACHED TO AND MADE PART OF THE EXCLUSIVE RIGHT TO SELL CONTRACT DATED NOVEMBER 22, 2016, BY AND BETWEEN THE CITY OF PROSPECT HEIGHTS, ILLINOIS, AS OWNER/SELLER, AND CORNERSTONE COMMERCIAL PARTNERS, LLC, AS BROKER, FOR THE PROPERTY LOCATED AT 25-35 EAST PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070.

1.) **MARKETING PERIOD.** From the date of this Extension Agreement until the expiration of One (1) Year, at which time this Extension Agreement shall automatically terminate.

All of the other terms and conditions of the Exclusive Right To Sell Contract dated November 22, 2016, shall remain in full force and effect.

Agreed the 27th day of November, 2017

THE CITY OF PROSPECT HEIGHTS, ILLINOIS

By: _____
Nick Helmer, Mayor

By: _____

CORNERSTONE COMMERCIAL PARTNERS, LLC

By: _____
Peter L. Karlis

By: _____
Ronald W. Reese

REAL ESTATE PURCHASE AND SALES CONTRACT

THIS REAL ESTATE PURCHASE AND SALES CONTRACT (the "**Contract**") is made as this ___ day of May, 2018 (the "**Effective Date**") by and between Conor Commercial Real Estate LLC, a Delaware limited liability company (the "**Buyer**"), and the City of Prospect Heights, an Illinois non-home rule municipal corporation (the "**Seller**"). The Seller and the Buyer are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

AGREEMENT:

1. THE SELLER IS AN ILLINOIS NON-HOME RULE MUNICIPALITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF SELLER'S CITY COUNCIL AND THE PROVISIONS OF ILLINOIS MUNICIPAL CODE, IN PARTICULAR 65 ILCS 5/11-76 *ET SEQ*.

2. **SALE**. The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, upon the terms and conditions set forth in this Contract, fee simple title to a parcel of land commonly known as 25 & 35 Piper Lane, Prospect Heights, Illinois 60070, consisting of approximately 10.09 acres, which real property is more thoroughly described on Exhibit A attached hereto and made a part hereof (the "**Land**"); along with all buildings, structures, fixtures, and other improvements located on the Land, including all right, title and interest in Seller in and to adjacent streets, easements and rights-of-way appurtenant to the Land (collectively the "**Improvements**" and together with the Land the "**Property**").

3. **PURCHASE PRICE**. The purchase price for the purchase of the Property by Buyer is **Two Million, Seven-Hundred and Fifty Thousand and NO/100 dollars ($2,750,000.00)** (the "**Purchase Price**"), subject to adjustments and prorations as set forth herein. At Closing, Buyer shall pay to Seller, in good and available US currency, the Purchase Price. If the gross acreage of the Land is greater or less than 10.09, as determined by the Survey (as hereinafter defined), then the Purchase Price shall be adjusted up or down, accordingly, at the rate of Six and 26/100 Dollars ($6.26) per square foot of land area.

4. **EARNEST MONEY DEPOSIT.** Within five (5) business days of the Effective Date, acting by and through their respective attorneys, the Parties and the Title Company (as hereinafter defined) shall establish a joint order escrow pursuant to the Title Company's standard Strict Joint Order Escrow Instructions. On the same day the Joint Order Escrow is established, the Buyer shall deposit into the Strict Joint Order Escrow earnest money in the amount of **Fifty Thousand and NO/100 Dollars ($50,000.00)** (the "**Earnest Money**"). In the event the Earnest Money, or any part of it, is placed into an interest-bearing or investment account at the request of the Buyer, all interest or earnings shall accrue and be added to the Earnest Money and credited to the Buyer at Closing, provided that Buyer will be solely responsible for the payment of any investment fee(s) associated with the Earnest Money.

5. **CLOSING DATE.** The closing (the "**Closing**") of the contemplated purchase and sale of the Property shall take place through a deed and money escrow (the "**Escrow**") within 30 days following the Due Diligence Period. The Closing shall occur at First American Title Insurance Company's (the "**Title Company**") downtown Chicago, Illinois national commercial services offices.

6. **DUE DILIGENCE.** The Seller shall deliver to the Buyer all of the documents listed on **Exhibit B** (collectively the "**Due Diligence Documents**") which are in Seller's possession within five (5) business days of the Effective Date. If the Seller cannot locate any of the Due Diligence Documents, the Seller shall provide the Buyer written notice of the same. The Buyer shall have the right, at its sole cost and expense, for a period of one hundred twenty (120) days from the Approval Date (as defined in

Section 27) to select and retain environmental and other consultants to examine and inspect the physical condition of the Property and to review the Due Diligence Documents (the **"Due Diligence Period"**).

A. **Access.** During the Due Diligence Period, the Buyer and the Buyer's consultants, contractors and agents shall have full access to all of the Property during normal business hours. Buyer shall email Seller at jwade@prospect-heights.org and dpeterson@prospect-heights.org prior to each time Buyer intends to access the Property. The Buyer shall be allowed to bore holes and remove samples from the Land for testing. The Buyer shall indemnify and hold harmless the Seller from and against any costs or liabilities to the extent caused by Buyer and its agents and representatives in performing said inspection, excluding the mere discovery of any environmental condition or contamination; provided, further, that the foregoing indemnity specifically excludes any incidental, consequential, special, punitive or similarly speculative types of damages, and shall restore the Property to substantially its original condition promptly after each such inspection.

B. **Survival of Indemnification and Hold Harmless.** Notwithstanding, anything to the contrary in this Contract, the indemnification, hold harmless and restoration obligations of Buyer within this Section 6 shall survive termination of the Contract for six (6) months and shall be in addition to and shall not merge into the default remedy(s) listed in Section 18.

C. **Extension of Due Diligence.** Buyer shall have the right to extend the Due Diligence Period by three (3) additional periods of thirty (30) days each in order to complete the entitlement of the Property and to obtain project incentives from the City of Prospect Heights, County of Cook and/or State of Illinois by providing Seller written notice of the same, and in connection with exercise of each such right to extend, depositing an additional Ten Thousand and No/100 Dollars ($10,000.00) (each, a "**Supplemental Earnest Money Deposit**") as "Earnest Money" hereunder prior to the expiration of the then-current Due Diligence Period. The Supplemental Earnest Money Deposit(s) shall be non-refundable to Buyer but shall be applicable against the Purchase Price at Closing.

D. **Obligation to Share Certain Due Diligence Documents.** The Buyer shall immediately provide to the Seller copies of any environmental reports, studies and the like that Buyer obtains about the Property from any consultant, appraiser, engineer or the like. In addition, the Buyer shall provide to the Seller a written log of any invasive testing done on the Property during the Due Diligence Period, to the extent obtained by Buyer. The obligation of Buyer under this Section 6D shall survive termination of the Contract.

7. **BUYER'S OPTION TO TERMINATE CONTRACT.** During the Due Diligence Period, if the Buyer is not satisfied with the condition of the Property for any reason or no reason in the Buyer's sole discretion, then the Buyer shall have the right, upon written notice to the Seller on or prior to the expiration of the Due Diligence Period, to terminate the Contract, in which event the Earnest Money, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller, shall be immediately returned to the Buyer. If notice of the Buyer's election to terminate this Contract is not served within the time specified herein, the provisions of this Section shall be deemed waived by the Buyer and this Contract shall remain in full force and effect and the Earnest Money shall be non-refundable except in the case of default by the Seller.

8. **TITLE INSURANCE**. Within fifteen (15) calendar days of the Approval Date, Seller shall, at its sole cost and expense, obtain a commitment for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price (the "**Title Commitment**"), together with true, complete and legible copies of all recorded covenants, conditions, easements, restrictions and other title

exceptions affecting the Property. The Title Commitment shall contain an agreement by the Title Company that the title insurance policy which will be issued pursuant to the Title Commitment (the "**Title Policy**"). If the Title Commitment or the Survey (defined below) discloses exceptions to title, which are not acceptable to Buyer (the "**Unpermitted Exceptions**"), then the Buyer shall have ten (10) business days from the later of the delivery of the Title Commitment or the Survey to object to the Unpermitted Exceptions by sending to the Seller a letter listing the same (the "**Buyer's Objection Letter**"). If after giving Buyer's Objection Letter to Seller, Buyer receives any amendment or update to the Title Commitment or Survey which shows new Unpermitted Exceptions, Buyer shall have five (5) business days to provide Seller an updated Buyer's Objection Letter. All items on the Title Commitment or the Survey that are not objected to within ten (10) business days from the later of the delivery of the Title Commitment or the Survey, or within five (5) business days from the receipt of any update to the Title Commitment or Survey (the "**Permitted Exceptions**") shall be deemed accepted by Buyer. Seller shall then have ten (10) business days from the date of receipt of the Buyer's Objection Letter to respond ("**Response Notice**") outlining which Unpermitted Exceptions Seller agrees to cure on or before Closing and which Unpermitted Exceptions Seller is not willing to cure on or before Closing. The failure of Seller to deliver a Response Notice shall be deemed Seller's election not to cure the Unpermitted Exceptions. If Buyer is not satisfied with Seller's Response Notice (or lack thereof), then prior to the expiration of the Due Diligence Period, the Buyer, as its sole and exclusive remedy, may elect to either (i) terminate this Contract and receive a refund of the Earnest Money, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller; (ii) extend the period of time for Seller to remedy such Unpermitted Exceptions or defects by no more than thirty (30) days, provided that if Seller cannot remedy such Unpermitted Exceptions or defects within said thirty (30) day period, Buyer may elect to proceed under (i) or (iii) hereunder; or (iii) proceed to Closing with the Parties acknowledging that this Contract is for the sale and purchase of the Property in the condition reflected in the Title Commitment and Survey, with a deduction from the Purchase Price in an amount necessary to discharge any unpermitted liens or encumbrances of a definite or ascertainable amount.

9. **SURVEY**. Within 90 days of the Approval Date, the Buyer shall obtain a certified ALTA/ACSM survey of the Property (the "**Survey**") to be performed by a surveyor, which Survey shall contain such additional "Table A" items as may be required by Buyer. The cost of the Survey shall be credited to the Buyer at Closing.

10. **DEED**. The Seller shall convey to Buyer or its nominee fee simple title to the Property by a recordable special warranty deed (the "**Deed**") subject only to the Permitted Exceptions.

11. **CLOSING DOCUMENTS**. On the date of Closing, the obligations of the Parties shall be as follows:

A. The Seller shall deliver or cause to be delivered to the Title Company or Buyer, as necessary to consummate the Closing:

- **i.** the original executed and properly notarized Deed;
- **ii.** the original executed and properly notarized Affidavit of Title;
- **iii.** the Title Policy;
- **iv.** A quitclaim bill of sale, executed by Seller, for any personal property located at the Property;
- **v.** A non-foreign (FIRPTA) affidavit in a customary and satisfactory form;
- **vi.** counterpart originals of Seller's Closing Statement;
- **vii.** such other standard closing documents or other documentation as required by applicable law or the Title Company to effectuate the transaction

contemplated herein, including, without limitation, an ALTA Statement and GAP Undertaking; and

viii. True and correct copies of all surveys, contracts, or agreements affecting the Property, if any.

B. The Buyer shall deliver or cause to be delivered to the Title Company:

i. the Purchase Price, plus or minus prorations;

ii. counterpart originals of Seller's Closing Statement; and

iii. such standard closing documents or other documentation as required by applicable law or the Title Company to effectuate the transaction contemplated herein.

12. REAL ESTATE TAXES. Seller represents to Buyer that the Property is currently tax-exempt and that there are no real estate taxes outstanding on the Property. As a consequence, the Buyer will not receive any credit for real estate taxes at Closing and shall assume responsibility for all real estate taxes accruing on and after the date of Closing.

13. CLOSING COSTS. At Closing, the Seller shall pay for all title charges and expenses of or relating to the owner's Title Policy and Title Commitment, the recording costs of the Deed and one-half (1/2) of the fees for the Escrow. At Closing, the Buyer shall pay one-half (1/2) of the fees for the Escrow, the premium for a lender's title insurance policy and any endorsements requested by the lender, if any. All other charges and fees shall be paid by the Party customarily responsible for such charges and fees.

14. CONVEYANCE TAXES. The Parties acknowledge that since Seller is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax. Nevertheless, the Seller shall furnish all real estate transfer declarations as required by State, County and local law.

15. CONDEMNATION. In the event that between the date hereof and the Closing any condemnation or eminent domain proceedings are initiated or threatened which might result in the taking of any part of the Property, Seller shall promptly notify Buyer of same in writing, and then Buyer, at its sole option, may elect to terminate this Contract without costs, obligation or liability on the part of Buyer, in which event all rights and obligations of the Parties shall cease and the Earnest Money, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller, then held shall be promptly refunded to Buyer. In the event Buyer elects not to so terminate this Contract, Seller shall assign to Buyer at Closing all of Seller's title and interest in and to any award pertaining to the Property made in connection with such condemnation or eminent domain proceedings. Buyer shall notify Seller within thirty (30) days after its receipt of written notice of the initiation or threat of such condemnation or eminent domain proceedings whether it elects to exercise its right to terminate this Contract; provided, however, if Buyer timely notifies Seller that it elects not to exercise its right to terminate this Contract, at the election of Buyer, the Closing shall be delayed by thirty (30) days for Buyer to make such election. If Buyer fails to notify Seller of its election within said thirty (30) day period, such failure shall constitute an election to terminate this Contract as aforesaid.

16. COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the date of Closing:

A. Title & Survey Matters.

(i) The Seller has good and marketable fee simple title to the Property subject only to the matters disclosed in the Title Commitment and the Survey.

(ii) Except for this Contract and the brokerage contract referenced in Section 19, Seller is not a party to any contract, lease, agreement or commitment to see, convey, lease, assign, transfer or otherwise dispose of any portion or portions of the Property. There is no unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by any person. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property without any material complaint or objection by any person.

(iii) Between the date hereof and the Closing, Seller shall not negotiate or enter into any contracts, agreements or leases pertaining to the Property with any party other than Buyer which would survive the Closing and be binding upon Buyer or the Property.

(iv) As of the Closing, there will be no (i) recapture fees due for any infrastructure developed for or on the Property and (ii) monetary liabilities related to the Property for which or to which the Buyer or the Property will be liable or subject, except for non-delinquent liabilities under the Permitted Exceptions.

(v) The Property abuts on at least one side a public street or road in a manner so as to permit reasonable, customary and adequate commercial and non-commercial vehicular and pedestrian ingress, egress and access to each parcel thereof, or has adequate easements across intervening property to permit reasonable, customary and adequate commercial and non-commercial vehicular and pedestrian ingress, egress and access to each parcel thereof from a public street or road. There are no unreasonable restrictions on entrance to or exit from the Property to adjacent public streets and no conditions which will result in the termination of the present access from the Property to existing highways or roads.

B. **Violations of Zoning and Other Laws.** The Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code, except as provided as part of the Due Diligence Documents. The Property is in compliance with all applicable private restrictions, ordinances, codes, rules, regulations and other laws, including, without limitation, those relating to zoning, subdivision, health or safety. Seller has not received any notice that any permanent certificate of occupancy or other permit required by applicable governmental or regulatory authorities having jurisdiction over the Property has not been issued, has not been paid for, or is no longer in full force and effect.

C. **Litigation.** Seller is not a party to any litigation, arbitration or administrative proceeding (a) with any person or entity concerning any aspect of the Property or having or claiming any interest in the Property, (b) which affects or questions Seller's title to the Property or Seller's ability to perform its obligation under the Contract, or (c) which otherwise affects or relates to the Property. To the Seller's actual knowledge, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. **Eminent Domain.** There is no pending eminent domain, condemnation or other governmental taking of the Property or any part thereof, and to the actual knowledge and belief of the Seller, there is no threatened eminent domain, condemnation or other

governmental taking of the Property or any part thereof. There are no actions which are pending or, to the actual knowledge and belief of the Seller, threatened against the Property or Seller which could reasonably be expected to affect the continued use or possible development of the Property. There exists no unfulfilled obligation on the part of Seller to dedicate or grant an easement or easements over any portion or portions of the Property to any governmental or regulatory authority.

E. **Assessments.** Seller has not received any notice of any special or general assessment or lien affecting the Property. To the Seller's actual knowledge, there are no special or general assessments pending against or affecting the Property.

F. **Authority of Signatories; No Breach of Other Agreements; etc.** The execution, delivery of and performance under this Contract by the Seller is pursuant to authority validly and duly conferred upon the signatories hereto, subject to Section 1 and Section 27. The Contract is, and all other closing documents to be executed and delivered by Seller will be on the Closing, valid and binding obligations of Seller, subject to Section 1 and Section 27.

G. **All Information.** The Seller shall provide all of the Due Diligence Documents and shall not withhold any of the same.

H. **Organization.**

(i) Seller is duly organized and validly existing under the laws of the State of Illinois, and has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, without the joinder of any other person or entity, and all requisite action necessary to authorize Seller to enter into this Contract and carry out its obligations hereunder has been or by the Closing will have been taken.

(ii) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.

I. **Not a Prohibited Person**. Seller, its City Council, nor any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Contract is a Prohibited Person (as defined below).

J. **Environmental Conditions**. Seller has provided to the Buyer all information in its possession related to the environmental condition of the Property, including any environmental reports and studies. The staff of the Seller has no knowledge related to the environmental condition of the Property that is not contained within the environmental reports and studies provided to the Buyer.

K. **Insurance**. Sellers have not received, with respect to the Property, any notice from any insurance company, governmental or regulatory authority or any other person of, nor are there any facts or circumstances which could give rise to any condition, defect, or inadequacy affecting the Property that, if not corrected, would result in termination of insurance coverage or materially increase its cost.

For purposes of this Section 16, the Buyer acknowledges that any clause relating to the knowledge or actual knowledge of the Seller shall mean solely the knowledge of the Seller's current Mayor, City Administrator or City Council.

17. COVENANTS, REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer covenants, represents and warrants to the Seller as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the date of Closing:

A. Duly Organized. The Buyer is duly organized and capable of entering into and fulfilling this Contract.

B. No Breach. Execution and fulfillment of this Contract by the Buyer will not create a breach of or conflict with any other agreement that Buyer is a party to.

C. Pending and Threatened Litigation. To the Buyer's best knowledge, no pending or threatened litigation exists which if determined adversely would impact this Contract.

D. No Representations. Except as provided in this Contract, the Buyer has not relied on any representation, statement, or warranty of the Seller in connection with this Contract and the acquisition of the Property.

E. Not a Prohibited Person. Buyer, Buyer's investors and Buyer's affiliates are not a Prohibited Person (as defined below).

F. No Money Laundering. The funds or other assets Buyer will transfer to Seller under this Contract are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7)

18. DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.

A. This Contract is conditioned on the following matters (collectively, the "**Conditions Precedent**"):

i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions;

ii. the covenants, representations and warranties of the Seller contained in Section 16 are true and accurate on the date of Closing or waived by Buyer in writing before the date of Closing;

iii. The Seller has received approval for this Contract from the City Council and has complied with the requirements of the Illinois Municipal Code in order to convey title to the property;

iv. At no out-of-pocket cost to Seller or its staff, Seller shall assist Buyer in Buyer's efforts to obtain county and state incentives with respect to the Property including, without limitation, executing any applications and other documentation required in connection with the same and shall have approved an ordinance providing for Class 6B tax incentives for the Property in connection with the development thereof as a new Class A industrial facility, as set forth in Section 25 hereof;

v. Any and all leases encumbering the Property shall have been terminated, and any and all parties in possession of the Property shall have vacated the same.

B. **Seller's Default.** If, before the date of Closing, the Buyer becomes aware of any breach of this Contract by the Seller, and the Buyer has not breached this Contract, then the Buyer's sole and exclusive remedy for such breach shall be either to (1) bring an action for specific performance to enforce the terms of this Contract or (2) terminate this Contract and receive a full refund of the Earnest Money and any interest, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller. Notwithstanding anything here to the contrary, if the Property is transferred to a third party in contravention of this Contract, and the Buyer has not breached this Contract, then the Buyer may seek any rights and/or remedies available to Buyer under applicable law, including receipt of damages from Seller.

C. **Buyer's Default.** If, before the date of Closing, the Seller shall become aware of any breach of this Contract by the Buyer, and Buyer fails to cure such default within ten (10) business days following receipt of written notice from Seller, then Seller's sole remedy shall be to terminate the Contract and retain the Earnest Money as liquidated damages. The Parties acknowledge that Seller's actual damages in the event that any uncured default by Buyer occurs hereunder would be extremely difficult or impracticable to determine. Therefore, the Parties acknowledge that the liquidated damages set forth above have been agreed upon, after negotiation, as the Parties' reasonable estimate of Seller's damages and as Seller's sole and exclusive remedy against Buyer in the event that Buyer defaults under this Contract and fails to cure such default within ten (10) business days following receipt of written notice from Seller.

19. **BINDING EFFECT**. This Contract shall inure to the benefit of and shall be binding upon the managers, members, owners, and/or successors-in-interest of any kind whatsoever of the Parties hereto. The Buyer has the right to assign this Contract to an entity controlled and managed by the Buyer; provided, however, that any assignee of the Buyer shall be jointly and severally liable with the Buyer for all the obligations and responsibilities of the Buyer under this Contract. Should Buyer choose to assign the Contract within the requirements of this Section 18, Buyer must provide written notice to Seller, including a copy the assignment, no later than five (5) business days prior to the Closing.

20. **BROKERAGE**. Both Parties represent and warrant that they have not worked with nor employed any real estate broker, finder or consultant in conjunction with the transaction contemplated herein except for Cornerstone Investment Properties Brokerage ("**Cornerstone**") and Paine Wetzel. Each Party hereby defends, indemnifies and holds the other Party harmless from and against any claims of brokers, finders, consultants and the like for any commission or compensation by or through acts of that Party in connection with this Contract. This Section shall survive the Closing or the termination of this Contract for an indefinite period. The Seller shall pay the commissions of Cornerstone and Paine Wetzel pursuant to a separate agreement between Seller and Cornerstone (the "**Cornerstone Agreement**"). Paine Wetzel, as broker for the Buyer, will be paid pursuant to the terms of the Cornerstone Agreement. Seller will indemnify Buyer from any failure to pay the brokers as specified herein.

21. **NOTICES.** Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as FedEx or UPS) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission if sent before 5:00 P.M. on a business day, with the sender retaining a copy of the confirmation of transmission, and if sent after 5:00 P.M. then on the next business day, or (D) by personal delivery on the day of delivery. All notices shall be sent to the Parties as follows:

To Seller:	City of Prospect Heights 8 North Elmhurst Road Prospect Heights, IL 60070 Attn: City Administrator Email: jwade@prospect-heights.org
With a copy to:	Tressler LLP 223 South Wacker Drive, 22nd Floor Chicago, IL 60606 Attn: Kevin Kearney Email: kkearney@tresslerllp.com
To Buyer:	Conor Commercial Real Estate LLC 9500 West Bryn Mawr, Suite 200 Rosemost, IL 60018 Attn: Brian Quigley Email: bquigley@conorcommercial.com
With a copy to:	McDermott Will & Emery LLP 444 West Lake Street, Suite 4000 Chicago, IL 60606 Attn: Ankur Gupta Email: ankurgupta@mwe.com

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner as all other notices are required to be delivered hereunder. For the sake of clarification, all notices, demands, consents and approvals may be sent by Buyer's attorney or by Seller's attorney, on Buyer's or Seller's behalf, as applicable, and such notices sent by Buyer's attorney or Seller's attorney, as applicable, shall be effective notices as if sent by Buyer or Seller, as applicable.

22. MISCELLANEOUS.

A. Time is of the Essence. The Parties agree that time is of the essence throughout the term of this Contract and every provision hereof. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. Interpretation. This Contract provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

C. Section Headings. The headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various provisions herein.

D. Singular and Plural. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

E. **Litigation.** The Parties agree that, for the purpose of any litigation related to this Contract and its enforcement, venue shall be in the State Circuit Court of Cook County, Illinois. Further, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.

F. **No Recording.** Buyer may not record this Contract or any memorandum thereof against the Property, and any such recording by shall be deemed to be a default by Buyer hereunder.

G. **Savings Clause.** If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

H. **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic or facsimile signatures to this Contract shall be deemed sufficient for execution so long as original signatures are delivered to the other party hereto promptly thereafter.

I. **Buyer is Not Disqualified.** The persons signing this Contract on behalf of the Buyer ("**Buyer's Signatories**") swear and affirm hereby that to their actual knowledge, the Buyer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Buyer is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax; or (b) the Buyer has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.

J. **Prohibited Person.** As used in this Contract, the term "Prohibited Person" means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, http://www.treas.gov/offices/enforcement/ofac; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

K. **Site Plan.** Buyer is purchasing the Property with the intention of developing the Property in accordance with the site plan attached hereto as Exhibit C ("Draft Site Plan"), which Seller acknowledges hereby. The Parties agree to cooperate with each other in good faith to finalize the Draft Site Plan, with the understanding that Seller approval of the Draft Site Plan shall occur after Closing, and may require minor modifications to the Draft Site Plan.

23. **CONTRACT MODIFICATION.** This Contract and the Exhibits attached hereto and made a part hereof embody the entire understanding between the Parties with respect to the Property. This Contract supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal, regarding the Parties and the Property. No extensions, modifications or amendments to this Contract, of any kind whatsoever, shall be made or claimed unless the same is signed by both Parties and dated later than the Effective Date.

24. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A Legal Description of the Property

Exhibit B Due Diligence Documents

Exhibit C Draft Site Plan

25. **NO WAIVER OF TORT IMMUNITY.** Nothing contained in this Contract shall constitute a waiver by the Seller of any right, privilege or defense to which Seller is entitled under statutory or common law, including but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq*.

26. **6B APPLICATION.** The Seller will provide to the Buyer a lawful resolution, expressly stating that it supports and consents to the filing of a Class 6B Application and that it finds Class 6B necessary for the contemplated development to occur on the Property (the "**6B Resolution**"). The Seller will provide this 6B Resolution within 60 days of Closing. Prior to Closing, the Seller shall provide to the Buyer a resolution stating that it will approve the 6B Resolution contingent on the Buyer taking title to the Property. This Section will survive Closing for a period of one year. The Seller does not make any representations as to the conditions or facts of the Property for Class 6B eligibility. The Parties recognize that the County shall ultimately determine whether or not the Property shall be awarded Class 6B designation.

27. **APPROVAL DATE.** Pursuant to Section 1, the Seller is a non-home rule unit of local government and, as a consequence, this Contract is subject to the provisions of the Municipal Code, in particular 65 ILCS 5/11-76 *et seq*. After the Effective Date, the Seller shall obtain an appraisal of the Property. If the Purchase Price is less than 80% of the appraised value, then this Contract shall be null and void and the Earnest Money shall be immediately returned to the Buyer. If the Purchase Price is 80% of the appraised value or more, then the Seller shall pass a resolution authorizing the sale of the Property pursuant to this Contract. The date the Seller passes such resolution authorizing the sale of the Property shall be the "**Approval Date**".

*** * * ***

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*** * * ***

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the Effective Date.

SELLER:	**BUYER:**
CITY OF PROSPECT HEIGHTS, an Illinois non-home rule municipal corporation	**CONOR COMMERCIAL REAL ESTATE LLC,** a Delaware limited liability company
_____ BY: Nicholas J. Helmer, Mayor	_____ BY: Daniel P. McShane, Secretary

Exhibit A

Legal Description of the Property

LEGAL DESCRIPTION:

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 44 MINUTES 37 SECONDS EAST, BEING AN ASSUMED BEARING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 349.27 FEET TO THE WEST LINE OF THE EAST 989.57 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID WEST LINE BEING THE WEST LINE OF LOT 2 IN BRIARLAKE RESUBDIVISION RECORDED OCTOBER 20, 1989 AS DOCUMENT NO. 89499649; THENCE NORTH 00 DEGREES 45 MINUTES 34 SECONDS WEST, ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 432.88 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF PIPER LANE AS DEDICATED FOR PUBLIC STREET ACCORDING TO TRUSTEES' DEED RECORDED OCTOBER 8, 1987 AS DOCUMENT NO. 87547388; THENCE NORTHWESTERLY ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF PIPER LANE AN ARC DISTANCE OF 82.23 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 71.50 FEET WITH A CHORD BEARING OF NORTH 33 DEGREES 55 MINUTES 29 SECONDS WEST AND A CHORD DISTANCE OF 77.78 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 29 SECONDS WEST, ON THE WEST RIGHT OF WAY LINE OF PIPER LANE AS MONUMENTED,95.42 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 19.02 FEET ON THE ARCE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 13.0 FEET WITH A CHORD BEARING OF NORTH 42 DEGREES 28 MINUTES 14 SECONDS WEST AND A CHORD DISTANCE OF 17.37 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PIPER LANE AS MONUMENTED AND DEDICATED ACCORDING TO SAID DOCUMENT NO. 87547388; THENCE NORTH 85 DEGREES 00 MINUTES 51 SECONDS WEST, ON SAID SOUTHERLY RIGHT OF WAY LINE OF PIPER LANE, 293.88 FEET TO THE NORTHEAST CORNER OF LOT 1 IN PIPER LANE MINIWAREHOUSE SUBDIVISION RECORDED MARCH 22, 1988 AS DOCUMENT NO. 88117034; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER 631.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 1 IN PIPER LANE MINIWAREHOUSE SUBDIVISION, BEING A RE-SUBDIVISION IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 1 LYING WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID NORTHEAST CORNER BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF PIPER LANE AND THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 24; THENCE NORTH 89°46'43" WEST ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID PIPER LANE, 342.30 FEET TO THE POINT OF BEGINNING OF THE AFORESAID EXCEPTION LINE, SAID POINT OF BEGINNING BEING ALSO A CORNER OF SAID LOT 1; THENCE SOUTH 28°4'3" WEST ALONG A WESTERLY LINE OF SAID LOT 1, 72.32 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1 BEING THE ARC OF A CIRCLE, A

DISTANCE OF 214.49 FEET, CONVEX TO THE WEST, HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING OF SOUTH 3°29’20” WEST AND A CHORD DISTANCE OF 207.97 FEET TO A POINT OF TANGENCY; THENCE CONTINUING SOUTH 21°5’24” EAST, 55.61 FEET ALONG A WESTERLY LINE OF SAID LOT 1 TO A POINT OF CURVE; THENCE CONTINUING SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1 BEING THE ARC OF A CIRCLE, A DISTANCE OF 179.68 FEET, HAVING A RADIUS OF 483.00 FEET, CONVEX TO THE EAST, A CHORD BEARING OF SOUTH 10°25’58” EAST AND A CHORD DISTANCE OF 0°13’28” WEST, 132.15 FEET ALONG A WESTERLY LINE OF SAID LOT 1 AND ITS SOUTHERLY EXTENSION TO A POINT ON THE SOUTH LINE OF SAID LOT 1 AND THE POINT OF ENDING FOR SAID EXCEPTION LINE, IN COOK COUNTY, ILLINOIS.

PIN: 03-24-100-045-0000 & 03-24-101-009-0000
COMMON ADDRESS: 25 & 35 Piper Lane, Prospect Heights, IL 60070

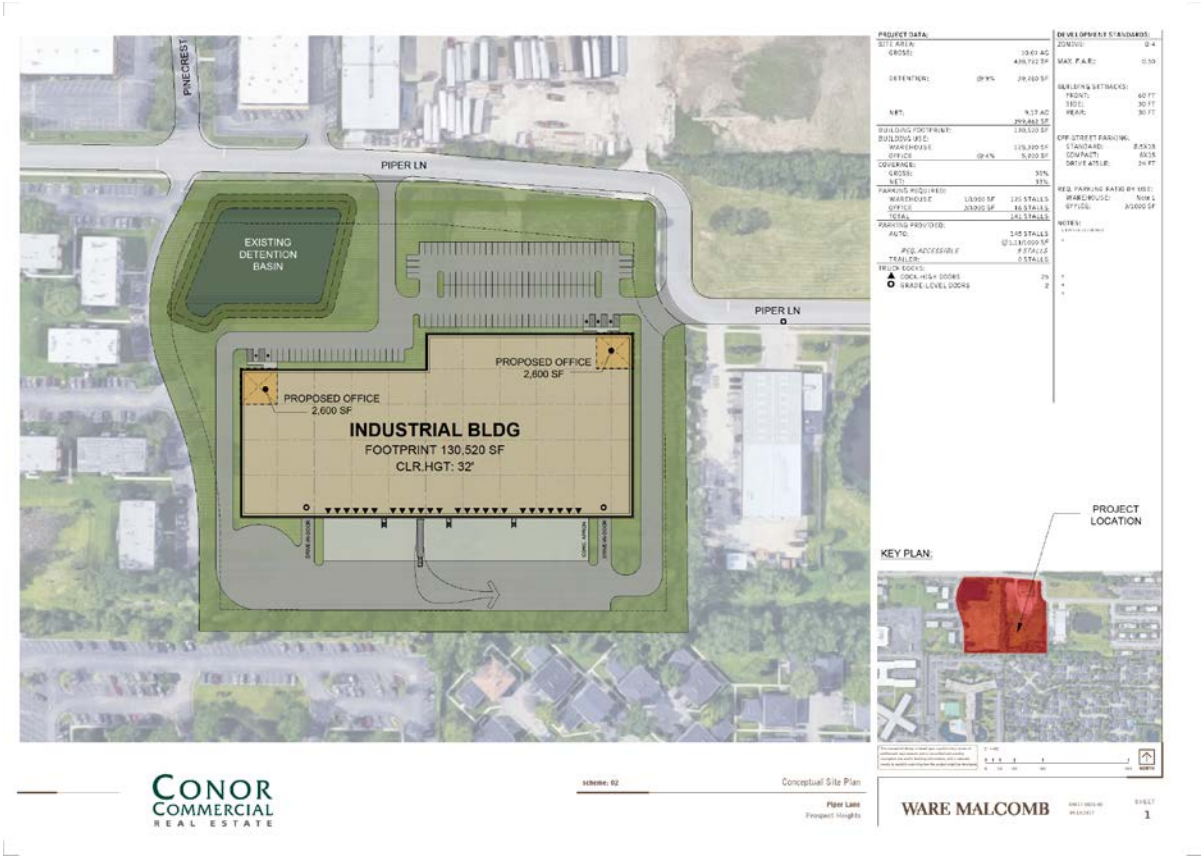
Exhibit B

Due Diligence Documents

1. All surveys in Seller's possession;
2. All environmental reports in Seller's possession, including, but not limited to, any Phase I or Phase II reports;
3. All service contracts associated with the Property, including, but not limited to, waste removal, janitorial services, management agreement and the like;
4. All communications, letters, complaints or other correspondence from any governmental authority regarding any zoning, building or environmental violation or issue;
5. All engineering reports and architectural reports in Seller's possession for any building on the Property;
6. All title reports in Seller's possession, including all title exception documents in Seller's possession; and
7. Any leases in Seller's possession.

Exhibit C

Draft Site Plan



CHICAGO COMMERCIAL APPRAISAL GROUP

Phone: (773) 763-6750
CommercialAppraiser.com
PAG@CommercialAppraiser.com
1234 Sherman Ave., Suite 212
Evanston, IL 60202

REAL PROPERTY APPRAISAL REPORT

25 & 35 Piper Lane

Prospect Heights, Illinois
60070-1782

File No. 18-21063

as of
June 8, 2018

June 19, 2018

Mr. Joe Wade
City Administrator
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, Illinois 60070-1782

RE: Vacant Land
25 & 35 Piper Lane
Prospect Heights, Illinois 60070-1782
PIN(S):03-24-100-045 & 03-24-101-009
File No: 18-21063

Dear Mr. Wade:

In accordance with your request, we have inspected and appraised the real property located at 25 & 35 Piper Lane, Prospect Heights, Wheeling Township, Cook County, Illinois 60070-1782. The purpose of this appraisal is to arrive at a supportable opinion of the market value of the fee simple interest in the vacant land to be used by our client for property disposition; its use for any other purpose or valuation date may invalidate the appraisal. This appraisal is not intended for federally related financing.

The subject property is a 438,722±-square-foot, generally regular, corner-block vacant site, which is zoned B-4, Office-Industrial P.U.D. in Prospect Heights, Illinois. The parcel size was taken from a Plat of Survey performed by Gremely & Biedermann dated June 18, 2007; recertified to Raysa & Zimmermann, LLC on December 27, 2007. An unsigned real estate purchase and sales contract was provided dated May, 2018 between seller City of Prospect Heights/ Non-Home Rule Municipality and buyer Conor Commercial Real Estate LLC, a Delaware limited liability company. The purchase price is $2,750,000 based on a land size of 10.09 acres; if it is determined by a survey that the land is greater or less than 10.09 acres, then the purchase price is adjusted at a rate of $6.26 per square foot of land area. The provided Plat of Survey as reproduced in the addendum states a land size of 438,722±-square-foot, or ~10.07 acres and the basis of our analysis. Conor Commercial Real Estate LLC intends to build a 130,520 square feet industrial building with a 32' clear ceiling heights.

(Continued on the next page)

The subject has non-exclusive easements primarily at the mid-section of the west site area extending to the rear, and along the mid-section extending the length of the site. The proposed building development would be built-over the easements. This appraisal assumes that the easements do not restrict development. The incorporation of this assumption has dramatic effect on the analysis and conclusion of this appraisal.

The property rights appraised are the fee simple interest, assuming no leases, liens, or encumbrances other than normal covenants and typical restrictions of record, and subject to the definitions of value, assumptions and limiting conditions, and certifications in the attached appraisal report. The property was inspected on June 8, 2018. The effective date of the opinion of market value is June 8, 2018.

The appraisal results are presented in the attached appraisal report prepared in accordance with the *Uniform Standards of Professional Appraisal Practice (USPAP)* Standards Rule 2-2(a). The discussions of the data, reasoning, and analyses used to arrive at the conclusion of value are intended to be appropriate in relation to the significance of the appraisal problem and to be sufficient to enable the client and other intended users, as identified, to properly understand the appraisal.

Based on the data and conclusions in the attached report, it is our opinion that the market value of the fee simple interest of the 438,722±-square-foot vacant land, as of June 8, 2018, is:

TWO MILLION SEVEN HUNDRED FORTY-FIVE THOUSAND DOLLARS
($2,745,000)

This letter of transmittal sets forth the value conclusions resulting from our inspection, research, and analyses. The data and analyses to support these conclusions immediately follow in the attached appraisal report.

The opinions of value are predicated upon the subject property being free and clear of environmental contamination and in conformance with all applicable health and safety codes.

Respectfully submitted,

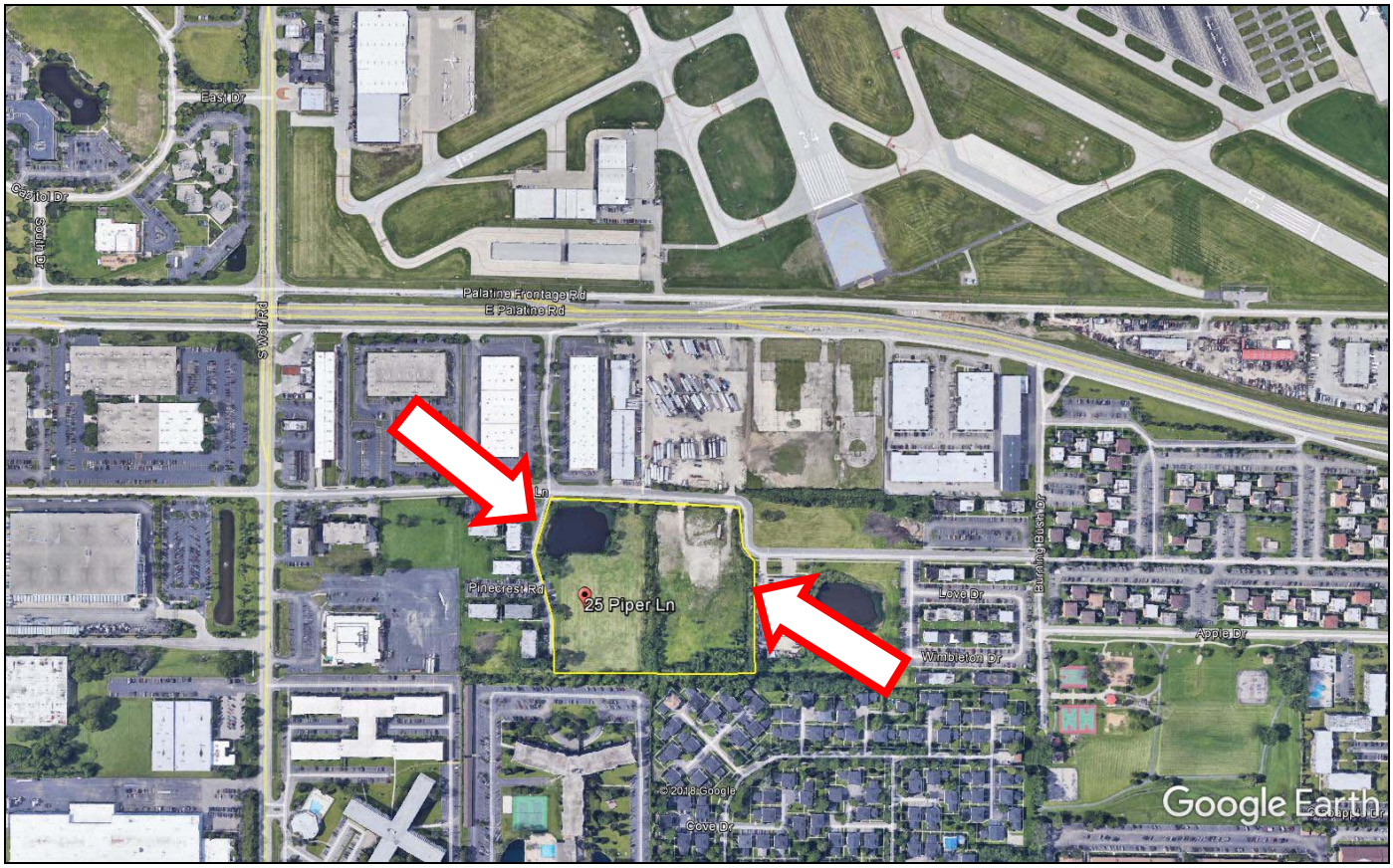
Matthew T. Kang
Appraiser
Associate Real Estate Trainee Appraiser
Illinois License No. 557.006393
Expiration Date: 09/30/2019

Gary T. Peterson, MAI, MBA
President
State Certified General Real Estate Appraiser
Illinois License No. 553.000191
Expiration Date: 09/30/2019
REVIEWED AND APPROVED

PHOTOGRAPHS

25 & 35 PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070-1782
PIN(S): 03-24-100-045 & 03-24-101-009

Subject Aerial



View From West Elevation Looking North Toward Piper Lane

View From West Elevation Looking East

View From Piper Lane

View From Piper Lane

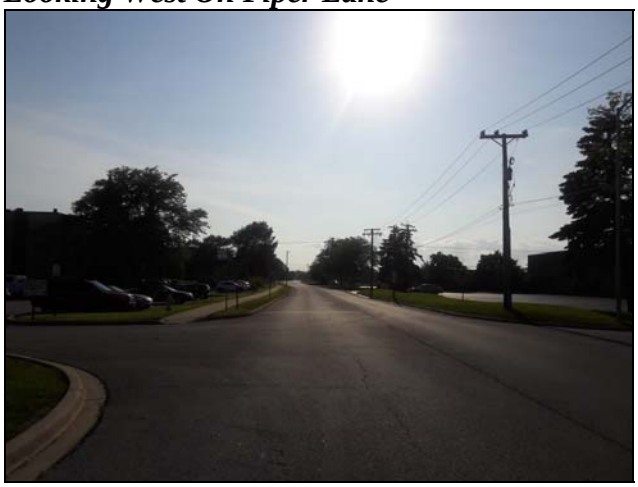
View From Piper Lane

View Of Retention At The SW Corner Of Site

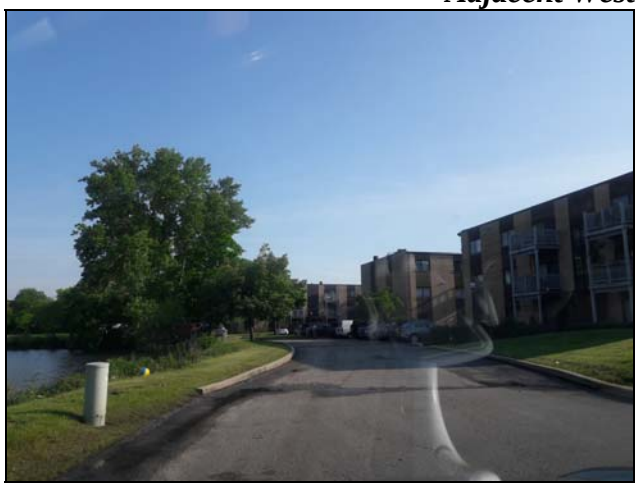
Looking East On Piper Lane

Looking East On Piper Lane Where It Bends

Looking West On Piper Lane



Adjacent West



Looking North

Adjacent East City Building

TABLE OF CONTENTS

SUMMARY OF CONCLUSIONS 1
PROPERTY IDENTIFICATION 2
LEGAL DESCRIPTION 2
PURPOSE 2
IDENTIFICATION OF THE CLIENT, INTENDED USE AND INTENDED USERS 2
APPRAISAL REPORT OPTION 3
MARKET VALUE DEFINITION 3
MARKETING PERIOD AND EXPOSURE TIME 3
PROPERTY RIGHTS APPRAISED 4
INSPECTION DATE 4
EFFECTIVE VALUE DATE 4
DATE REPORT ISSUED 4
SCOPE OF WORK 4
EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS 8
COMPETENCY STATEMENT 8
PROPERTY HISTORY 8
PERSONAL PROPERTY 9
ENVIRONMENTAL 9
DISCLOSURE 9
REGIONAL MAP 10
REGIONAL ANALYSIS 11
METROPOLITAN CHICAGO INDUSTRIAL MARKET OVERVIEW 26
LOCATION MAP 34
DESCRIPTION OF THE IMMEDIATE AREA 35
SITE DESCRIPTION 36
FLOOD MAP I 38
FLOOD MAP II 39
PLAT OF SURVEY 40
DRAFT SITE PLAN 41
ZONING MAP (SPECIFIC TO THE SUBJECT AREA) 42
HIGHEST AND BEST USE ANALYSIS 43
APPRAISAL PROCEDURES 45
SALES COMPARISON APPROACH 46
FINAL RECONCILIATION AND CONCLUSION 62

ADDENDA

GLOSSARY 64
EXHIBITS 68
ASSUMPTIONS AND LIMITING CONDITION 87
QUALIFICATIONS OF THE APPRAISERS 97
CHICAGO COMMERCIAL APPRAISAL GROUP PRIVACY POLICY 100
CERTIFICATION OF VALUE 102

SUMMARY OF CONCLUSIONS

Purpose/ Intended Use:	To arrive at a supportable opinion of the market value of the fee simple interest in the vacant land to be used by our client for property disposition.
Client/ Requestor/ Date Requested:	City of Prospect Heights/Mr. Joe Wade/ June 7, 2018
Location:	25 & 35 Piper Lane Prospect Heights, Illinois 60070-1782
Property Index Number(s):	03-24-100-045 & 03-24-101-009
Real Property Appraised:	Vacant Land.
Land Area:	438,722± square-feet
Zoning:	B-4, Office-Industrial P.U.D.
Highest and Best Use as Vacant:	Industrial-related development.
Market Value Indications:	
Cost Approach:	NA
Income Capitalization Approach:	NA
Sales Comparison Approach:	$2,745,000
Final Market Value Opinions:	$2,745,000
Effective Value Date:	June 8, 2018
Inspection Date:	June 8, 2018
Exposure Period:	18-24 months

PROPERTY IDENTIFICATION

The property appraised is a 438,722±-square-foot, generally regular, corner-block vacant site, which is zoned B-4, Office-Industrial P.U.D. in Prospect Heights, Illinois. The parcel size was taken from a Plat of Survey performed by Gremely & Biedermann dated June 18, 2007; recertified to Raysa & Zimmermann, LLC on December 27, 2007.

LEGAL DESCRIPTION

A legal description was provided and reproduced in the addendum. The property is also identified by its property index number(s) and common address.

Common Street Address:
25 & 35 Piper Lane
Prospect Heights, Illinois 60070-1782

Assessor's Property Index Number(s):
03-24-100-045 & 03-24-101-009

PURPOSE

The purpose of this appraisal is to estimate the market value for a 100% ownership interest in the subject property's fee simple interest, assuming no leases, liens, or encumbrances other than normal covenants and typical restrictions of record.

IDENTIFICATION OF THE CLIENT, INTENDED USE AND INTENDED USERS

This appraisal is to be used to arrive at a supportable opinion of the market value of the fee simple interest in the vacant land to be used by our client for property disposition; its use for any other purpose or valuation date may invalidate the appraisal. Mr. Joe Wade of City of Prospect Heights engaged this appraisal on the behalf of our client on June 7, 2018. Only the client and intended user identified above, and other intended users, if listed in the scope of work section herein, may use this report. Our client did not specifically advise us of any other intended users of this appraisal at the time of assignment. Parties who receive a copy of this appraisal report because of disclosure requirements applicable to our client do not become intended users of this report unless specifically identified by our client at the time of assignment. Other readers may not use, or rely on any portion of this report without the expressed written consent of the Chicago Commercial Appraisal Group. Unauthorized users of this report do so at their own risk. No liability is assumed, expressed, or implied by the Chicago Commercial Appraisal Group, or the appraisers, for unauthorized use of this report.

APPRAISAL REPORT OPTION

This appraisal report is prepared in accordance with *USPAP* Standards Rule 2-2(a), which sets forth the requirements for real property appraisal reports. The discussions of the data, reasoning, and analyses used to arrive at the conclusion of value are intended to be appropriate in relation to the significance of the appraisal problem and to be sufficient to enable the client and other intended users, as identified, to properly understand the appraisal. The depth of discussion contained in this report is specific to the needs of the client in its intended use. No other use or users are intended.

MARKET VALUE DEFINITION

Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

MARKETING PERIOD AND EXPOSURE TIME

The definition of market value requires that a reasonable time is allowed for exposure in the open market. The Uniform Standards of Professional Appraisal Practice (*USPAP*) requires the appraiser to develop an opinion of a reasonable exposure time linked to the value opinion. This is defined as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. This is different from marketing time, which is amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Exposure time and marketing period could be the same, given a stable market environment with no change anticipated in market conditions. However, in many instances this is not the case. If the market is improving, the marketing period would most likely be less than the exposure period. If the market conditions were anticipated to worsen, however, the opposite may be true. The value opinion for the subject contained in this report is premised on an exposure period of 18-24 months before the hypothetical consummation of a sale on the effective date of valuation. Additionally, if properly priced and marketed, the property would be expected to sell within a marketing period of 18-24 months.

1 Appraisal Institute. *The Dictionary of Real Estate Appraisal 6th Ed.;* 12 C.F.R. Part 34.42 (g).

PROPERTY RIGHTS APPRAISED

The property rights appraised are the fee simple interest ownership rights in the property. Fee simple estate is defined as:

> *Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.*[2]

INSPECTION DATE

Chicago Commercial Appraisal Group, personnel inspected the subject property on June 8, 2018.

EFFECTIVE VALUE DATE

The effective value date is June 8, 2018.

DATE REPORT ISSUED

This report is dated June 19, 2018.

SCOPE OF WORK

In order to determine the type and extent of research and analyses necessary to develop credible assignment results the appraisers:

- Gathered and analyzed information about the assignment elements necessary to properly address appraisal problem to be solved, and to specifically identify:
  - the client and any other intended users;
  - the intended use of the appraiser's opinions and conclusions;
  - the type and definition of value;
  - the effective date of the appraiser's opinions and conclusions;
  - the subject of the assignment and its relevant characteristics; and
  - any additional assignment conditions, extraordinary assumptions and hypothetical conditions.

- Communicated with the client to clarify the relevant information necessary for assignment as listed above as well as specific assignment conditions, assumptions, extraordinary assumptions, hypothetical conditions, supplemental standards, jurisdictional exceptions, and other specific needs that affect the scope of work.

- Reached an agreement with the client regarding the appropriate scope of work for the assignment given the intended use.

2 *The Dictionary of Real Estate Appraisal*, 6th ed., The Appraisal Institute, 2015.

SCOPE OF WORK – Continued

Property Identification

Descriptive information about the subject property is based on a physical inspection of the land and improvements, public records, Plat of Survey, proposed building plans and conversations with property representative as needed. The information used by the appraiser to identify the relevant property characteristics is from sources the appraiser reasonably believes are reliable and typically includes some or all of the following to the extent they are available:

- a property inspection;
- documents, such as:
  - a legal description
  - address
  - assessor's map reference or property identification number PIN
  - a copy of a plat of survey
  - a tax map (plat)
  - a property sketch, and/or
  - photographs

Property Inspection

An inspection was made by Chicago Commercial Appraisal Group, personnels of the subject property on June 8, 2018. Photographs also were taken on that date. The inspection is made on a walk-about basis. It is not intended to, nor is the appraiser qualified to address soil/land integrity and code compliance.

The primary purpose of the property inspection is to gather information about the characteristics of the property that are relevant to its value. It is limited to those things which are readily observable without the use of special testing or equipment. This type of inspection is not necessarily the equivalent of an inspection by a qualified engineer. The appraiser's inspection is sufficient to adequately describe the real; to develop an opinion of highest and best use; and to make meaningful comparisons in the appraisal of the property. The appraisers do not have the necessary special training, knowledge, or experience to discover and evaluate physical defects or environmental conditions.

As the inspection is visual only, hidden or concealed defects are not included. The value opinion is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.

SCOPE OF WORK – Continued

Type and Extent of Data Researched

In developing the real property appraisal, the appraiser collected and analyzed all information necessary for credible assignment results. Market data was obtained from one or more of the following sources: real estate professionals, public records and public records services; management agents and property owners; CoStar/COMPS® Inc.; Midwest Real Estate Data (MRED) Multiple Listing Service (MLS); as well as properties that we have appraised. Information gathered are comparable land sales. We considered historical information and trends, current supply and demand factors affecting such trends, and anticipated events such as competition from developments under construction.

To the extent that information could be obtained during the normal course of business we analyzed all agreements of sale, options, and listings of the subject property current as of the effective date of the appraisal; and analyzed all sales of the subject property that occurred within the three years prior to the effective date of the appraisal. We confirmed statements of fact through public records, with a party to the transaction or with other sources deemed reliable, and cross-referenced the data sources for accuracy.

The market data used in this report are the best indicators for the subject property. We retained additional data considered, but not reported, in our work files. Information supplied by others which was considered in this valuation came from sources believed to be reliable, and we assume no further responsibility for its accuracy. It is recognized that not all reported sales and rental data will be completely correct because of inconsistencies in reporting practices, but a diligent effort was made to confirm the sales data to a reasonable degree of accuracy via interview, observation or cross checking with secondary sources. This scope of work does not require confirmation of each and every sale detail. In this analysis, several comparable sales are presented to minimize the impact on the analysis by any one piece of incorrect data. We reserve the right to amend the valuation herein reported as required by consideration of additional or more reliable data that may become available.

SCOPE OF WORK – Continued

Within the context of the assignment's intended use the appraiser performed the following specific analyses:

- Analyze the effect of land use regulations, economic supply and demand, the physical adaptability of the real estate, and local/ competitive market area trends

- Analyze the relevant legal, physical, and economic factors necessary to develop an opinion of the highest and best use of the real estate

- Analyze the effect on value, if any, of anticipated public or private improvements, located on or off the site to the extent they are reflected in market actions.

- Develop an opinion of the market value of the real property using the sales comparison approach.

- Consider the quality and quantity of data available and analyzed within the approaches used; and reconcile the applicability or suitability of the approaches used to arrive at a final value opinion of value expressed as either a final range of value or a single point estimate.

- Prepare an appraisal report in accordance with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* of the Appraisal Foundation.

The estimate of value contained herein is predicated upon the condition that all necessary licenses, permits and approvals have been secured and that the existing building has been constructed in accordance with local zoning ordinances, building codes, and all other applicable regulations. (Please see *Assumptions and Limiting Conditions* number 19 for our reliance on assumed compliance of the subject property with applicable regulations.)

The extent of the work and report are intended to be appropriate in relation to the significance of the appraisal problem.

The appraisal is subject to the assumptions and limiting conditions and the certifications presented in this appraisal report.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

An extraordinary assumption is an assumption, directly related to the assignment, which if found to be false, could alter the appraiser's opinions or conclusions. The subject has non-exclusive easements primarily at the mid-section of the west extending to the rear, and along the mid-section extending the length of the site. These easements based on the proposed site plans for development, which would be built-over the easements is assumed to not negatively affect the proposed building. The incorporation of this assumption has dramatic effect on the analysis and conclusion of this appraisal. A hypothetical condition is that which is contrary to what exists, but is supposed for the purpose of the analysis. This analysis employs no other extraordinary assumptions or hypothetical conditions.

COMPETENCY STATEMENT

Prior to agreeing to perform this appraisal, we considered the knowledge and experience required to complete this assignment competently. It was concluded that the appraisers have the necessary skills and resources to competently complete this assignment. (See the appraiser's qualifications in the Addenda.)

PROPERTY HISTORY

The owner of record is City of Prospect Heights/ Non-Home Rule Municipality. While this information was obtained from sources considered to be reliable, we have made no investigation as to title or any liabilities against the property. Intended use of the appraisal is for a potential disposition; an unsigned real estate purchase and sales contract was provided dated May, 2018 between seller City of Prospect Heights/ Non-Home Rule Municipality and buyer Conor Commercial Real Estate LLC, a Delaware limited liability company. The purchase price is $2,750,000 based on a land size of 10.09 acres; if it is determined by a survey that the land is greater or less than 10.09 acres, then the purchase price is adjusted at a rate of $6.26 per square foot of land area. The provided Plat of Survey as reproduced in the addendum states a land size of 438,722±-square-foot, or ~10.07 acres and the basis of our analysis. Conor Commercial Real Estate LLC intends to build a 130,520 square feet industrial building with a 32' clear ceiling heights. It is noted, that the contract provides for the Seller "…to provide a lawful resolution, expressly stating that it supports and consent to the filing of a Class 6B Application and that it finds Class 6B necessary for the contemplated development…..This section will survive closing for a period of one year. The Seller does not make any representation as to the conditions or facts of the property for Class 6B eligibility. The parties recognize that the county shall ultimately determine where or not the property shall be awarded Class 6B designation." Furthermore, the contract states that the seller will cooperate to finalize the draft site plan and that the site approval plan will occur after the closing and may require minor modifications. It is noted, that none of these statements in the contract are guarantees. Lastly, the subject has non-exclusive easements primarily at the mid-section of the west site area extending to the rear, and along the mid-section extending the length of the site. The proposed building development would be built-over the easements. This appraisal assumes that the easements do not restrict development. The incorporation of this assumption has dramatic effect on the analysis and conclusion of this appraisal. Research of the applicable public records and private data services revealed the subject property is not under current agreement or option and is not offered for sale on the open market. Based on a review of public records there have been no sales of the subject in the three years prior to the effective value date.

PERSONAL PROPERTY

The final value opinion stated in this report does not include the value of any personal property, trade fixtures, furniture and fixtures, machinery or equipment, or any intangible items or inventory that are not real property unless otherwise stated.

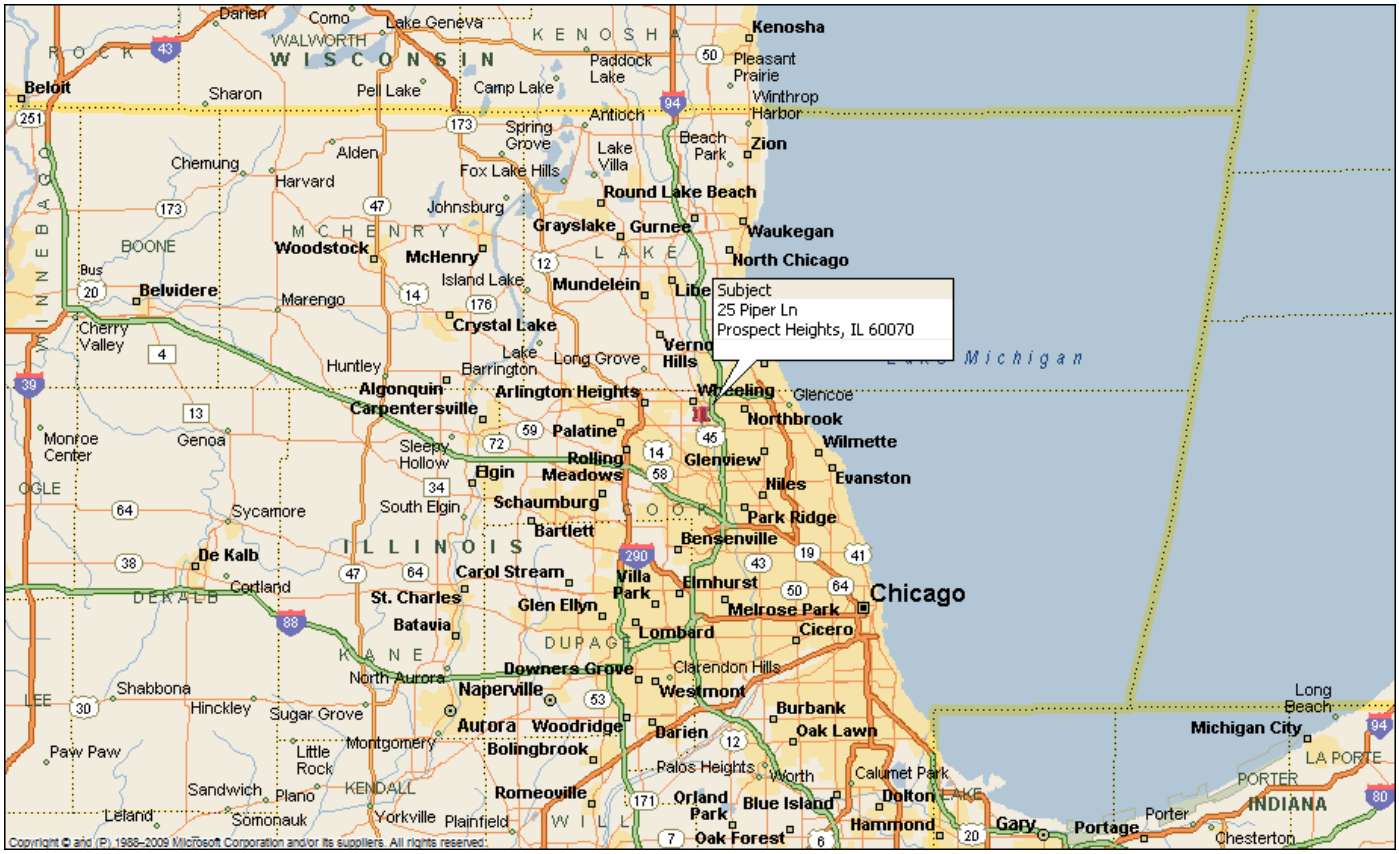
ENVIRONMENTAL

No soil tests were made at the time of inspection. There appeared to be no evidence of any adverse soil, settlement or drainage problems observed in the subject or surrounding properties. At the time of our inspection, we did not observe any potentially hazardous conditions. Nevertheless, the current environmental conditions of the subject property are not known. Please see *Assumptions and Limiting Conditions* numbers 12 through 15, and 28 through 30 for our reliance on assumptions about the quality and condition of the soils underlying the subject property.

DISCLOSURE

Disclosure of the contents of this appraisal is governed by the *Bylaws and Regulations* of the Appraisal Institute. In furtherance of the aims of the Appraisal Institute to develop higher standards of professional performance by its members, the appraisers may be required to submit to authorize committees of the Appraisal Institute, copies of this report and any subsequent changes or modifications thereof.

REGIONAL MAP



REGIONAL ANALYSIS

The subject property is located in northwest suburb of Prospect Heights, Illinois. It is influenced by the overall economic climate of the greater Chicago region. Chicago, the most populous city in the Midwest, is the hub of the 14-county Chicago-Naperville-Elgin, IL-IN-WI CBSA (core-based statistical area) consisting of: Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry, and Will counties in Illinois; Jasper, Lake, Newton and Porter counties in Indiana; and Kenosha County in Wisconsin. In the following sections we examine the social, environmental, governmental and economic forces present in the region and city and their impact on the subject property. The analysis of market factors affecting the subject allows us to determine whether there is an excess of supply, an excess of demand, or a balanced market for the subject's most probable use. Economic, demographic and linkage (infrastructure) conditions are analyzed first for Chicago metropolitan region to determine the overall outlook for the market, and then for subject's local competitive market area. Ultimately, the subject's highest and best use, functional utility and marketability are determined. The employment statistics in this section apply primarily to the CBSA's nine Illinois counties unless otherwise noted.[1]

ECONOMY AND EMPLOYMENT

With a 2017 population of 9.68 million, the Chicago-Naperville-Elgin, IL-IN-WI CBSA[2] is the nation's third largest metropolitan area after Los Angeles and New York. At almost 8.8 million the CBSA's nine Illinois counties comprise 91% of the region's population. The Chicago region is characterized by a diverse economic base, which has been successfully transformed over the last generation from a center of manufacturing to a corporate headquarters and financial center servicing broad national, international, and geographical markets. This has made the region less susceptible to the boom-and-bust cycles that characterize some other cities of the Midwest that rely more heavily on industrial activity. Its central location in the heart of the Midwest assures its position as a transportation and distribution hub.

The Illinois portion of the Chicago CBSA had a 2017 resident employment base of 4.7 million with a 4.9% unemployment rate, which was above the national average of 4.4%. The civilian labor force data by place of residence below shows 215,500 jobs were lost between 2000 and 2003, before employment started upward again in 2004. The economy entered a recession in December 2007 and employment subsequently declined by 286,579 over the ensuing three years falling back to near its 2006 level. Employment by place of residence has increased over the last six years and now stands above its 2007 level.

The labor market is tightening, with the average unemployment rate dropping to 4.9% in 2017. Still, this figure does not include discouraged workers who are not actively seeking employment, or under employed workers in low paying, or part-time jobs. The region's unemployment rate is relatively low; one reason is the slow growth of the labor force. Data from the U.S. Department of Commerce, Bureau of the Census indicate that Illinois is experiencing an out-migration of population and population in the greater Chicago area has declined since 2014, after 24 years of uninterrupted growth.

[1] Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry, and Will counties.

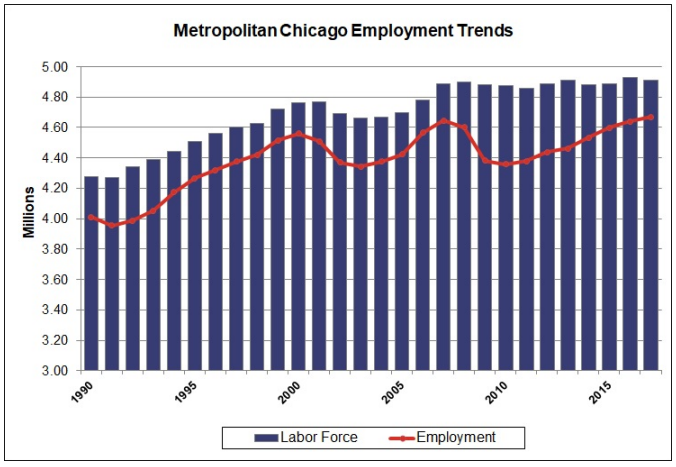
[2] The Chicago-Naperville-Elgin, IL-IN-WI CBSA Core Based Statistical Area (CBSA) includes the counties of Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry, and Will in Illinois; Jasper, Lake, Newton and Porter in Indiana; and Kenosha in Wisconsin

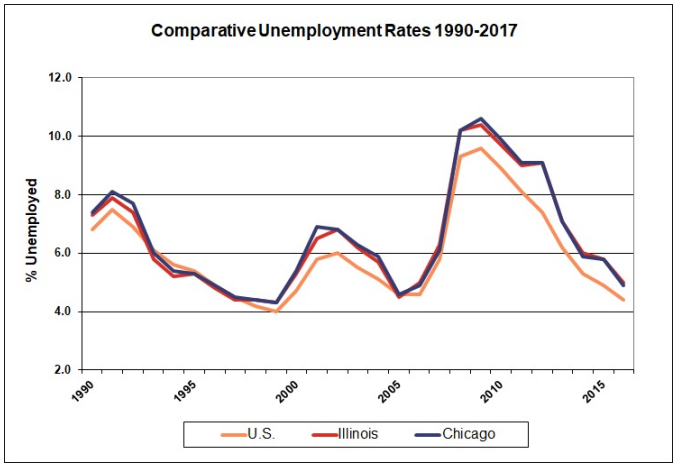
REGIONAL ANALYSIS – Continued

RECENT CHICAGO CBSA (IL PORTION) CIVILIAN LABOR FORCE DATA, 1990-2017

					Unemployment Rate (%)		
Year	Labor Force	Unemployed	Employment	% Change	Chicago	Illinois	U.S.
1990	4,279,094	267,918	4,011,176		6.3	6.1	5.6
1991	4,270,086	315,543	3,954,543	-1.4	7.4	7.3	6.8
1992	4,340,185	351,488	3,988,697	0.9	8.1	7.9	7.5
1993	4,390,104	336,169	4,053,935	1.6	7.7	7.4	6.9
1994	4,441,814	267,034	4,174,780	3.0	6.0	5.8	6.1
1995	4,507,119	241,775	4,265,344	2.2	5.4	5.2	5.6
1996	4,560,656	241,763	4,318,893	1.3	5.3	5.3	5.4
1997	4,600,882	224,917	4,375,965	1.3	4.9	4.8	4.9
1998	4,628,856	208,473	4,420,383	1.0	4.5	4.4	4.5
1999	4,721,951	207,716	4,514,235	2.1	4.4	4.4	4.2
2000	4,765,445	205,671	4,559,774	1.0	4.3	4.3	4.0
2001	4,769,078	259,786	4,509,292	-1.1	5.4	5.3	4.7
2002	4,690,797	321,984	4,368,813	-3.1	6.9	6.5	5.8
2003	4,662,093	317,819	4,344,274	-0.6	6.8	6.8	6.0
2004	4,668,417	293,100	4,375,317	0.7	6.3	6.2	5.5
2005	4,698,560	275,638	4,422,922	1.1	5.9	5.7	5.1
2006	4,783,088	218,001	4,565,087	3.2	4.6	4.5	4.6
2007	4,884,675	239,689	4,644,986	1.8	4.9	5.0	4.6
2008	4,900,451	300,527	4,599,924	-1.0	6.1	6.3	5.8
2009	4,879,053	498,202	4,380,851	-4.8	10.2	10.2	9.3
2010	4,872,833	514,410	4,358,423	-0.5	10.6	10.4	9.6
2011	4,860,448	482,230	4,378,218	0.5	9.9	9.7	8.9
2012	4,884,840	445,980	4,438,860	1.4	9.1	9.0	8.1
2013	4,909,074	446,519	4,462,555	0.5	9.1	9.1	7.4
2014	4,879,883	347,998	4,531,885	1.6	7.1	7.1	6.2
2015	4,887,472	288,658	4,598,814	1.5	5.9	6.0	5.3
2016	4,926,494	286,614	4,639,880	0.9	5.8	5.8	4.9
2017	4,912,797	242,106	4,670,691	0.7	4.9	5.0	4.4

Source: IDES





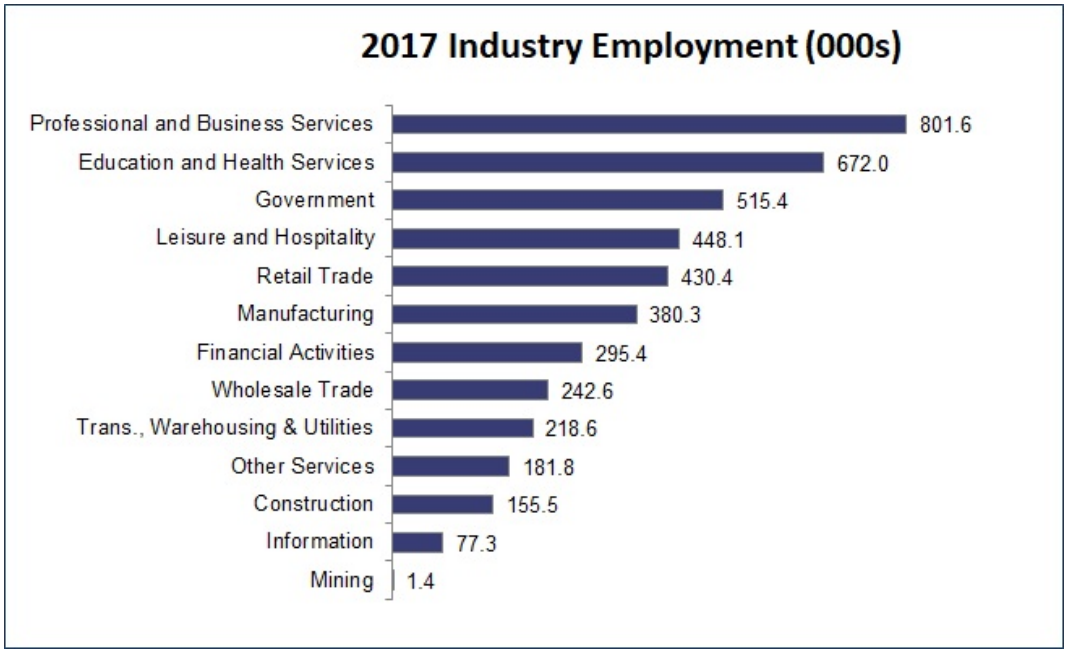
REGIONAL ANALYSIS – Continued

A list of the region's major private employers follows:

CHICAGO AREA MAJOR EMPLOYERS 2017

Rank	Employers	Local Employees
1	U.S. Government	41,500
2	Chicago Public Schools	35,447
3	City of Chicago	31,160
4	Cook County	21,316
5	Advocate Health Care	19,049
6	Northwestern Memorial HealthCare	16,667
7	University of Chicago	16,583
8	JPMorgan Chase & Co.	15,701
9	State of Illinois	14,690
10	Amazon.com Inc.	13,240
11	United Continental Holdings Inc.	12,994
12	Walgreens Boots Alliance Inc.	12,994
13	Northwestern University	10,847
14	Presence Health	10,225
15	Wal-Mart Stores Inc.	10,220
16	Abbott Laboratories	9,860
17	Jewel-Osco	9,660
18	University of Illinois at Chicago	9,566
19	American Airlines Group Inc.	9,520
20	Rush University Medical Center	9,402
21	Chicago Transit Authority	9,373
22	AT&T Inc.	9,200
23	University of Chicago Medical Center	9,161
24	Allstate Corp.	7,670
25	Employco	7,657

Source: *Crain's Chicago Business*, December 2017



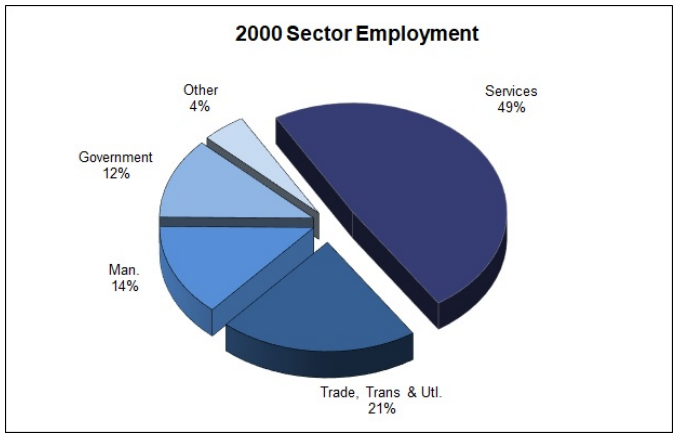
REGIONAL ANALYSIS – Continued

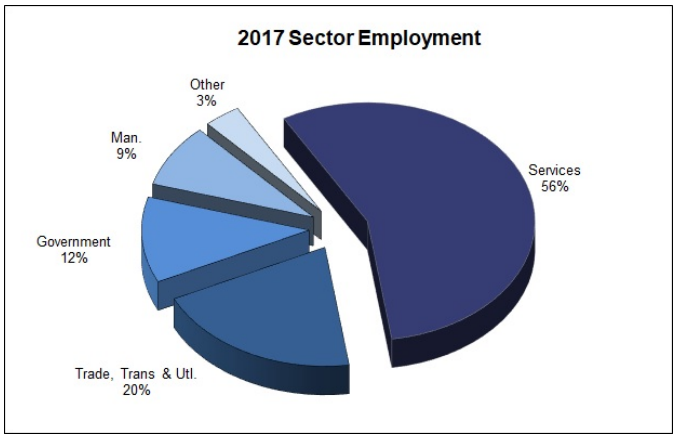
The region has a two-tiered economic base characterized by highly cyclical durable goods manufacturing, and less cyclical non-durable manufacturing, finance, services, and trade. The region's economy has shifted away from resource and transportation-based manufacturing toward more of an advanced service orientation linked to educational institutions, multi-modal transportation, and existing corporate and regional headquarters operations.

CHICAGO CBSA (IL PORTION) PLACE OF WORK EMPLOYMENT TRENDS 2000-2017

Industry (NAICS)*	2000	%	2017	%	CARC 2000-2017
Natural Resources and Mining	1,900	0.04%	1,400	0.03%	-1.78%
Construction	194,600	4.54%	155,500	3.52%	-1.31%
Manufacturing	587,300	13.70%	380,300	8.60%	-2.52%
Wholesale Trade	242,800	5.66%	242,600	5.49%	0.00%
Retail Trade	444,600	10.37%	430,400	9.74%	-0.19%
Utilities	204,400	4.77%	218,600	4.95%	0.40%
Information	113,300	2.64%	77,300	1.75%	-2.22%
Financial Activities	309,000	7.21%	295,400	6.68%	-0.26%
Professional and Business Services	710,200	16.56%	801,600	18.13%	0.71%
Education and Health Services	458,200	10.69%	672,000	15.20%	2.28%
Leisure and Hospitality	333,800	7.79%	448,100	10.14%	1.75%
Other Services	175,100	4.08%	181,800	4.11%	0.22%
Government	512,200	11.95%	515,400	11.66%	0.04%
Total Non-farm Employment	4,287,400	100.00%	4,420,400	100.00%	0.18%

CARC= Compound Annual Rate of Change
nd= not disclosed
** Beginning in 2003, the 2002 North American Industry Classification System (NAICS) replaces the SIC (Standard Industrial Classification) system for reporting the Current Employment Statistics (CES) survey.*
Source: U.S. Bureau of Labor Statistics and Illinois Department of Employment Security





REGIONAL ANALYSIS – Continued

The dominant manufacturing sectors in metropolitan Chicago are food processing, paper, printing and publishing, fabricated metals, metal machining, electrical equipment and transportation equipment. Because nearly one-fourth of the nation's urban markets are located within 500 miles of Chicago, the region has good access, allowing for easy distribution of the intermediate products of the types of industries listed above. The global economic slowdown and stronger dollar have curtailed exports of industrial machinery, chemicals and agricultural products.

Manufacturing has declined as a percentage of total employment since 2000. The concentration of manufacturing employment in Chicago in 2017 is now just 1% above the average for the nation. It accounts for just under 9% of the region's employment base, down from almost 14% in 2000. While the Midwestern U.S. economy has shifted away from its dependence on primary and fabricated metal manufacturing, automobiles, machinery and agriculture, Chicago's trade and services sectors have experienced little adverse effect from this transformation. Production by U.S. manufacturers is forecast to increase faster than the general economy.

Trade employment, including wholesale and retail, totals 15.2% of the region's total employment. The metropolitan region's extensive transportation network allows Chicago to maintain its dominance as a hub for the distribution of goods. The concentration of wholesale trade, transportation and warehousing employment in the Chicago area are significantly higher than for the nation as a whole. E-commerce continues to disrupt traditional department and general merchandise stores with many closures and layoffs.

The financial activities sector comprises almost 7% of the region's total employment. The Midwest is a capital-rich area, and this contributes to Chicago's position as a money center. Chicago exports financial services to regional markets in the Great Lakes region and Midwest areas, as well as to national and international markets. Chicago is an international center for risk management; its futures and options exchanges are the world's largest; and its equities exchange is among the top five in the world.

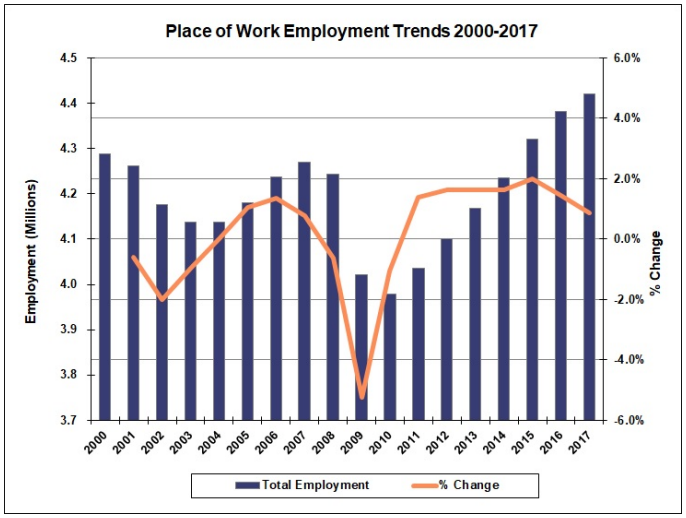
Professional and business services have surpassed trade and manufacturing to become the region's largest sector, with 18% of all jobs. The education and health services, and the leisure and hospitality sectors also exceed manufacturing in total employment. The size and breadth of the Chicago economy provide a large market for business-to-business services (services sold to business) such as transportation, utilities, finance, legal, accounting, real estate, construction, advertising and public relations, consulting, maintenance and repair, etc.

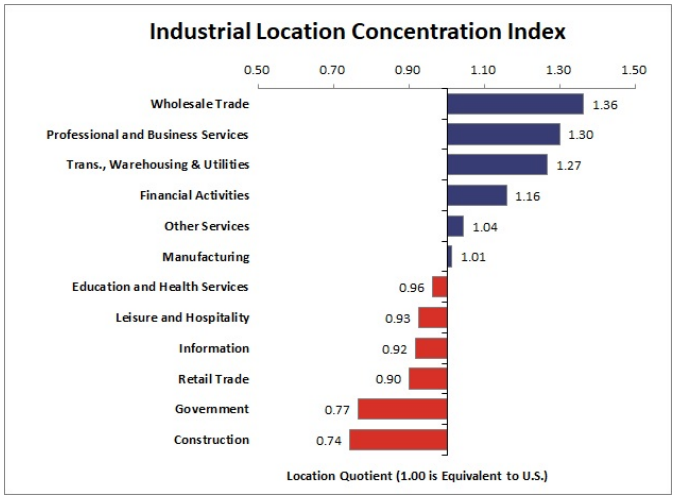
Current Conditions

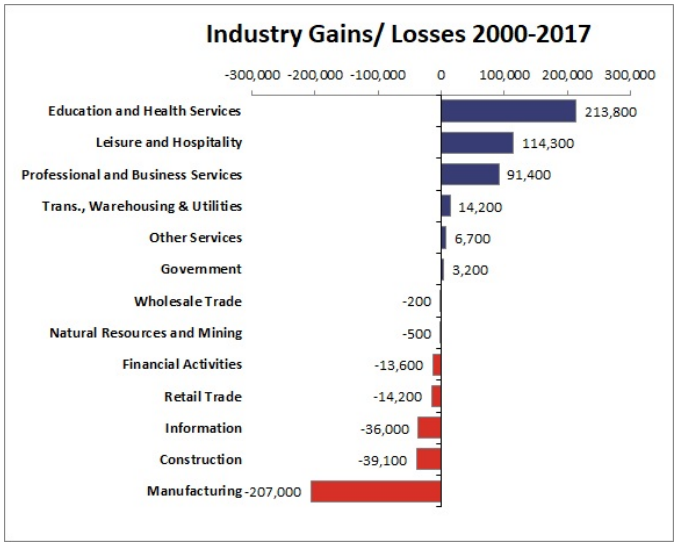
The economy entered a severe recession in late 2007. Unemployment has spiked, household income and net worth declined while consumer confidence fell to historic lows. Realty (especially housing) and equities markets suffered significant reverses. Although the recession technically ended in June 2009, only moderate improvement registered in the jobs market so that thus far place of work employment has yet to return to pre-recession levels. Still, overall Place of Work employment in 2017 is up 3.7% over 2007.

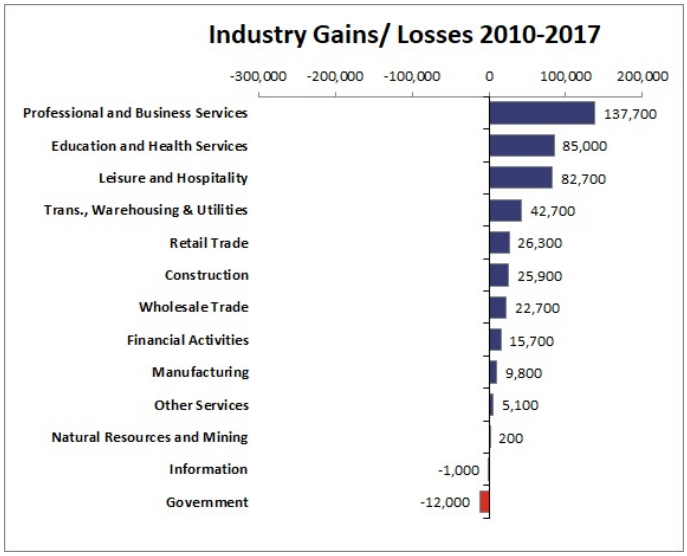
REGIONAL ANALYSIS – Continued

Since 2000, the Midwest region lagged the rest of the nation in terms of growth in jobs, output and consumer spending. Non-agricultural employment in Chicago peaked at 4,287,400 in 2000 and declined to a low point of 4,137,000 in 2003. The recovery in corporate profits beginning in 2003 encouraged new hiring over the next five years; but, this all came to a halt with the national recession. By 2010 place of work employment had fallen to 3,979,900, its lowest level since 1996. Employment increased to 4,420,400 in 2017, and now stands 133,000 above the 2000 mark. Contraction was most severe in manufacturing, construction, trade, finance and information services with only education, health and leisure services showing much strength.









Although the National Bureau of Economic Research (NBER) declared the recession ended in June 2009, that really just means the economy hit the bottom of the trough; sustained recovery remains elusive. Projections by professional economists suggest that growth will be in the range of 2.3% for GDP on average for 2017; increasing to 2.4% in 2018. Uneven job growth continues and it is important to recognize that some of the recent declines in the unemployment rate have been due in part to discouraged workers leaving the workforce.

REGIONAL ANALYSIS – Continued

The economy's lackluster performance underscores its vulnerability to shocks such as policy uncertainty, global conditions, weather, energy prices, war, terrorism and natural disasters. The Midwest states of Illinois, Indiana, Michigan, Ohio and Wisconsin lag the nation due to slow employment growth and tepid housing recovery.

Inflation continues to be moderate with the Core Consumer Price Index (CPI), which excludes volatile food and energy, remaining constrained within the 2.2% - 2.3% range over the next three years. Housing and medical expenses generate most of the increase. Because of the strong dollar, lower prices on imported commodities will help to moderate inflation. The Producer Price Index (PPI), which measures prices before goods hit store shelves, is projected to run 2.7% in 2017 according to the *Livingston Report*. The Federal Reserve Board's *Survey of Professional Forecasters* predicts Gross Domestic Product (GDP) growth of 2.8% in 2018 with U.S. unemployment averaging 4.0%; and that 10-year Treasuries yield will average about 2.9%.

Since 2006, the FRB has had pursued an aggressive posture on rates in order to stimulate job growth and the economy, despite concerns about inflation, which have yet to materialize. The labor market is tightening with the jobless dropping into the 4% range. The economy reached a critical turning point where after years of keeping its benchmark interest rate near zero to stimulate growth, Federal Reserve Board (FRB) policymakers began the process of moving interest rate up in late 2015, with five increases to 1.5% at year-end 2017. Two or three more bumps are widely anticipated through the course of 2018. Wells Fargo expects the Federal Funds rate to reach 2.25% by year-end 2018.

Goods prices continue to move up slowly, but service prices (shelter, medical care, education) are rising more briskly. Consumption may get a lift from tax reform, and it is possible that some companies will use part of their tax savings to enhance wages and dividends. Nevertheless, it appears unlikely that the corporate tax cut will provide much of an increase in longer-term business investment.

With the exception of a short-term boost from the recent tax reform legislation, the impacts of the Trump administrations proposed policy changes including infrastructure spending, if adopted, will not be felt immediately. Economic growth will continue to depend on employment and wage growth supported consumer spending and sustaining optimism in equity markets. Rising interest rates may act as a drag on growth, however.

REGIONAL ANALYSIS – Continued

A recent Federal Reserve Board symposium on the economic outlook for 2018 is summarized as follows:

> The forecast for 2018 is for the pace of economic growth to be slightly above the long-term average. In 2018, the growth rate of real GDP is expected to be 2.3%—a touch lower than the projected 2.5% rate for 2017. The quarterly pattern reveals a fairly steady performance for real GDP growth throughout 2018. Given that the economic growth rate is forecasted to be slightly above its historical average, the unemployment rate is expected to remain low, at 4.1%, in the final quarter of 2018.
>
> Inflation, as measured by the CPI, is predicted to increase from an estimated 1.8% in 2017 to 2.0% in 2018. Oil prices are anticipated to remain fairly low; they are predicted to average $53.18 per barrel in the final quarter of 2018. Real personal consumption expenditures are forecasted to expand at a rate of 2.3% in 2018. Light vehicle sales are expected to ease to 17 million units this year. The growth rate of real business fixed investment is anticipated to moderate to a solid 3.5% in 2018. Industrial production is forecasted to grow by 1.9% this year—below its historical average rate of growth.
>
> The housing sector is predicted to improve and continue its extremely slow march toward normalization in 2018. The growth rate of real residential investment is forecasted to be 3.3% in 2018. And housing starts are anticipated to rise to 1.26 million units in 2018—but still below the 20-year annual average of roughly 1.3 million starts.
>
> The one-year Treasury rate is expected to rise to 2.01% in 2018, and the ten-year Treasury rate is forecasted to increase to 3.01%. The trade-weighted U.S. dollar is predicted to rise 1.0% in 2018, and the nation's trade deficit (i.e., net exports of goods and services) is anticipated to increase to $627.9 billion by the final quarter of 2018.[3]

Closer to home, the Federal Reserve *Beige Book* reports growth in economic activity continues at a moderate pace. Employment and manufacturing production increased moderately, business spending rose modestly, construction and real estate activity grew slightly, and consumer spending was down slightly. Wages increased modestly, prices rose slightly, while financial conditions were somewhat deteriorated.

Hiring is focused on professional and technical, production, sales and administrative workers. Non-auto retail sales are flat, with gains in the electronics and appliance, building and gardening, entertainment, and health and personal care segments offset by declines in the furniture, apparel, and grocery segments. The FRB also reports strong e-commerce growth. Retail and manufacturing inventories reportedly are at comfortable levels. Business capital spending is concentrated primarily on replacement of industrial and IT equipment and for renovating structures. Construction and real estate activity is picking up; however, with rising costs squeezing margins, contacts noted homebuilders focusing on the construction of high-price, high-margin housing. Overall, home sales are inching upward for starter homes in spite of low inventories, while sales of high-end homes are flat and inventories ample. Nonresidential construction, is lower; however, modest increases are anticipated going forward. Commercial rents are rising slightly as vacancy rates moderate.

[3] William A. Strauss and Thomas Haasl, "Economic Outlook Symposium: Summary of 2017 Results and 2018 Forecasts" *Chicago Fed Letter*, Essays on Issues, 2018 Number 391.

REGIONAL ANALYSIS – Continued

Manufacturing production growth continues at a moderate for steel due to solid end-user demand and the rebuilding of inventories at steel service centers. Heavy machinery demand also continues to grow. Demand for heavy trucks was strong. Growth is spread across a wide variety of sectors including specialty metals, the oil and gas, aerospace, and transportation, and construction materials, while auto production is flat. Financial market participants report concerns about falling equity prices, rising interest rates, and an increase in volatility.

Buoyed by low interest rates, housing will continue its slow recovery. New-home sales in 2016 rose for the first time in three years, with sales of 4,093 houses, condos and townhouses in the region according to Tracy Cross & Associates. While an improvement, it pales in comparison to the average of over 24,300 new homes per year achieved from 1995 through 2007. Production home builders in the Chicago metropolitan area registered 3,911 new home contracts in 2017 representing a modest drop of 4.4% from 2016, largely due to slippage in the city of Chicago. In the city, new construction of townhome and condominium sales declined by 17.2 percent year-over-year from 544 in 2016 to 464 in 2017.

Suburban construction lags because the younger household, which had been the traditional core of suburban first-time buyers, are increasing opting to live in the city. Out-migration is another factor because it increases the supply of competitive existing home product. Slower job growth, high property taxes; shifting corporate employment to the central city; and the state's poor fiscal condition are also contributing factors.

New home sales are concentrated in three suburban areas—Southwestern DuPage County/Aurora/Kendall County, Northern Fox Valley, and the Southwestern Corridor.

Tracy Cross & Associates note that the 3,911 new production home sales in 2017 represented the ninth consecutive year that construction fell below 5,000 units. Sales during the 2009-2017 period averaged just 3,667 annually, which was 83.5% below the annual pace 22,278 set during the 16-year prior period between 1993 and 2008, and 86.1% below the 28,219-unit annual average achieved during the boom years 2000 through 2006.

Among the challenges for the single-family market are limitations in the inventory of existing homes, high land development costs, and rising prices for building materials. High debt burdens for potential buyers also affect affordability.

REGIONAL ANALYSIS – Continued

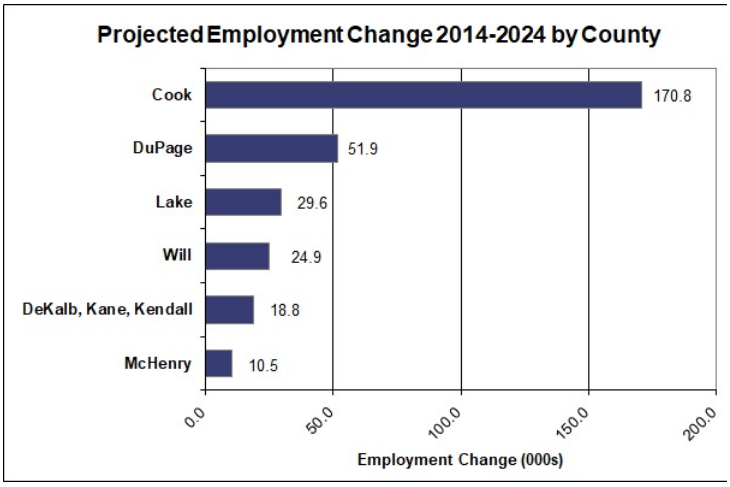
Projected Employment

According to forecasts by the Illinois Department of Employment Security, employment in the Chicago Workforce Investment Area is expected to grow at an average annual basis of approximately 0.7% per year through 2024. Occupations expected to lead growth include healthcare, personal care, and social assistance; professional and technical occupations including computer systems design, mobile technology, scientific, and technical consulting; businesses planning and logistics; education; hotel/ restaurants; and, housing construction. Cook County, in which the subject is located, is projected to capture nearly 56% of projected employment growth.

PROJECTED EMPLOYMENT BY COUNTY, 2014-2024

					Change 2014-2024		
County	**2014**	**%**	**2024**	**%**	**Empl.**	**%**	**% Chg.**
Cook	2,714,314	62.0%	2,885,127	61.6%	170,813	55.7%	6.3%
DeKalb, Kane, Kendall	300,360	6.9%	319,169	6.8%	18,809	6.1%	6.3%
DuPage	648,847	14.8%	700,748	15.0%	51,901	16.9%	8.0%
Lake	361,758	8.3%	391,377	8.4%	29,619	9.7%	8.2%
McHenry	108,494	2.5%	119,013	2.5%	10,519	3.4%	9.7%
Will	243,389	5.6%	268,333	5.7%	24,944	8.1%	10.2%
Total	4,377,162	100.0%	4,683,767	100.0%	306,605	100.0%	7.0%

Source: IDES



Illinois is the nation's fifth most populous state. Over two thirds of the state's population is in the Chicago Metropolitan area. In the 1990s the region's demography and economy underwent appreciable change. Reversing 50 years of population decline the city of Chicago experienced an urban resurgence due to a strong economy and efforts by the city to promote itself as a world-class 24-hour city. The social composition of the population as reflected in such demographic indicators as population growth, density, age, income, educational attainment, tenure, household size and formations influence the demand for real estate and the availability of community services and institutions including schools, hospitals, public safety and cultural facilities.

REGIONAL ANALYSIS – Continued

POPULATION AND INCOME

Professionals and immigrants from Latin America, Eastern Europe, the Middle East and Asia moved into the central city's neighborhoods. At the same time, Chicago's suburbs experienced population shifts, increasing imbalance in income and job formation, increasing crime rates, new demands for affordable housing and accessible transportation, traffic congestion and other big city issues. The economic, social and demographic differences between city and suburb are less distinct.

The 9-county Illinois portion of the CBSA has an estimated 2017 population of almost 8.8 million residing in 3.3 million households. The population is concentrated in the more densely populated city of Chicago in Cook County. Cook County is the second-largest county in the United States, with a population of 5.3 million. It is also North America's most ethnically diverse region, with more than 100 languages spoken and one million residents born outside the United States. During the 1980s, the population became more suburbanized with losses in the city of Chicago and gains in suburban counties.

In its long-term forecasts the Chicago Metropolitan Agency for Planning (CMAP)[3] suggest a growth pattern remarkably different from that experienced between 1970 and 1990 when the region became increasingly decentralized with rapid growth in the suburban fringe, and a loss of population in the City of Chicago and inner suburbs. Suburban population and employment declines were especially pronounced in south and west Cook County. These demographic changes were accompanied by profound changes in land use. While the region's population increased by only 4 percent between 1970 and 1990, the amount of land in urban uses increased by over 33 percent with some 450 square miles of land developed for homes, businesses, streets and public facilities.

This pattern of and rapid decentralization and disinvestment appears to be moderating. Residential and commercial redevelopment has been substantial in many parts of Chicago. Overall population growth in the region accelerated in the 1990s. CMAP predicts continued aging of the labor force, a growing school-age population, and increasing cultural diversification. Although population contraction continues in the City of Chicago and inner suburbs, the rates of loss have slowed as declines in household size have leveled off. In contrast to the trend of recent decades, CMAP suggests the region is moving toward a more balanced distribution of growth between older and newer communities. Nevertheless, according to forecasts by Site To Do Business Online, while the highest growth rates over the short-run will occur at the urban/rural fringe in Kendall, Kane and DeKalb Counties, by sheer weight of numbers, the largest growth will be in Cook County.

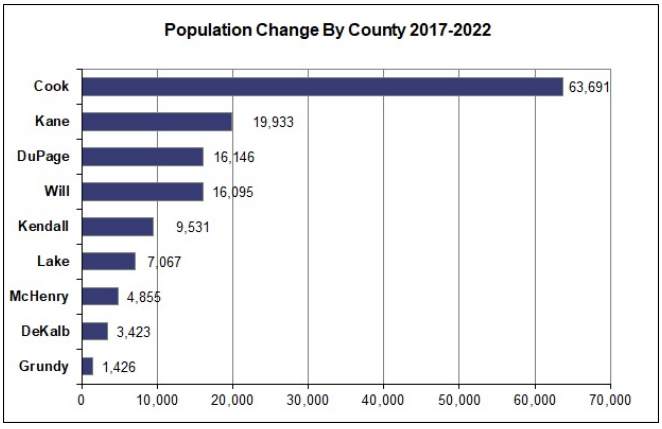
[3] The Chicago Metropolitan Agency for Planning (CMAP) is the official comprehensive planning agency for the region which includes the seven counties of Cook, DuPage, Kane, Kendall Lake, McHenry and Will. Formed in 2005, CMAP integrates planning for land use and transportation in the seven counties of northeastern Illinois. The new organization combined the region's two previously separate transportation and land-use planning organizations -- Chicago Area Transportation Study (CATS) and the Northeastern Illinois Planning Commission (NIPC) -- into a single agency.

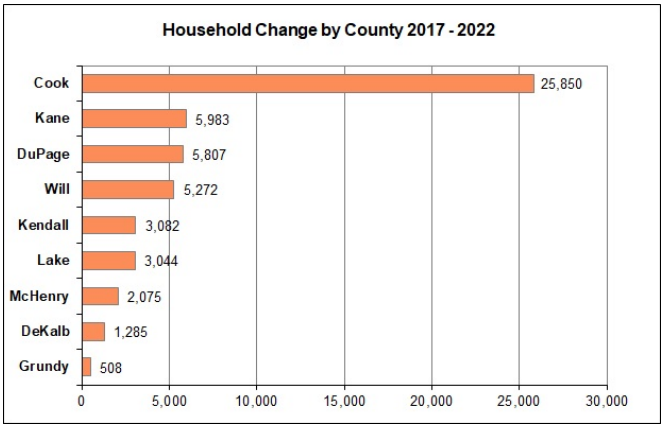
REGIONAL ANALYSIS – Continued

PROJECTED POPULATION TRENDS, 1990 – 2022

						% Change	
County	1990	2000	2010	2017 Estimate	2022 Projection	2010 to 2017	2017 to 2022
Cook	5,105,071	5,376,741	5,194,675	5,313,828	5,377,519	2.3%	1.2%
DeKalb	77,931	88,969	105,160	106,119	109,542	0.9%	3.2%
DuPage	781,666	904,161	916,924	940,072	956,218	2.5%	1.7%
Grundy	32,336	37,535	50,063	51,760	53,186	3.4%	2.8%
Kane	317,474	404,119	515,269	541,814	561,747	5.2%	3.7%
Kendall	39,413	54,544	114,736	123,322	132,853	7.5%	7.7%
Lake	516,424	644,356	703,462	709,599	716,666	0.9%	1.0%
McHenry	183,241	260,077	308,760	311,424	316,279	0.9%	1.6%
Will	357,313	502,266	677,560	697,215	713,310	2.9%	2.3%
Nine Illinois Counties Total	7,410,869	8,272,768	8,586,609	8,795,153	8,937,320	2.4%	1.6%
14-county CBSA Total	8,182,084	9,098,316	9,461,105	9,680,659	9,828,394	2.3%	1.5%

Source: *Site To Do Business Online.com*





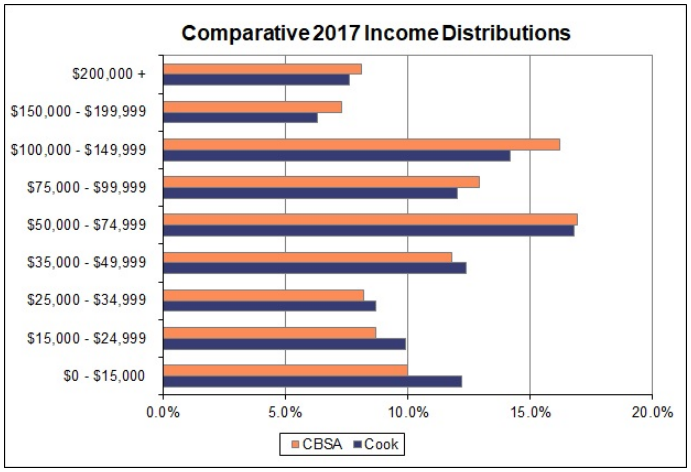
Cook County, in which the subject is located, will grow by just 1.1% between 2015 and 2020, but will account for an estimated 47% of the region's overall population growth.

REGIONAL ANALYSIS – Continued

Age and Income

Large numbers of high-wage union and high-salary white-collar jobs also give the region relatively high disposable incomes, with the wealth of households 15% percent above the national median income of $56,124. Illinois had been a low-tax area relative to other states; however, this is no longer the case as the state struggles to cope with debt after several years of deficit spending, compounded by unfunded pension obligations. According to demographic data from Site To Do Business Online, the median household income for metropolitan Chicago is $64,719. The median household income in Cook County at $57,978, is lower than the region as a whole.

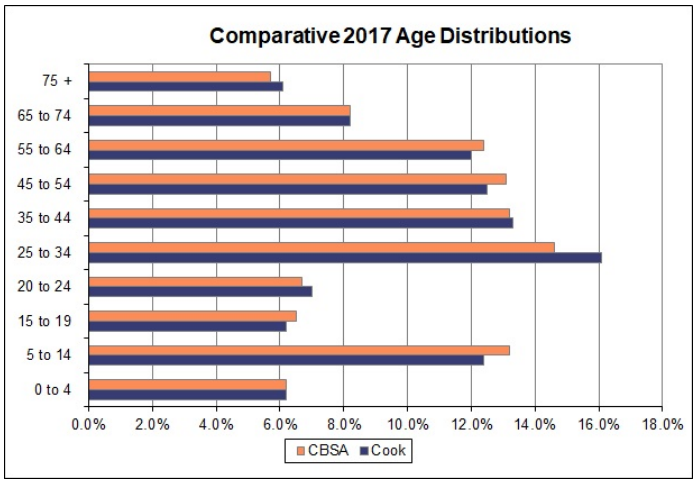
COMPARATIVE HOUSEHOLD INCOME DISTRIBUTION 2017



Household Income	Cook	CBSA	Index
$0 - $15,000	12.2%	10.0%	1.22
$15,000 - $24,999	9.9%	8.7%	1.14
$25,000 - $34,999	8.7%	8.2%	1.06
$35,000 - $49,999	12.4%	11.8%	1.05
$50,000 - $74,999	16.8%	16.9%	0.99
$75,000 - $99,999	12.0%	12.9%	0.93
$100,000 - $149,999	14.2%	16.2%	0.88
$150,000 - $199,999	6.3%	7.3%	0.86
$200,000 +	7.6%	8.1%	0.94
Median Hhld Income	$57,978	$64,719	0.90
Average Hhld Income	$86,287	$92,004	0.94
Per Capita Income	$33,208	$34,283	0.97

Cook County has a slightly younger population than the region with a higher percentage in the 20-34 age cohorts; but is also proportionately higher for elders over 75 years.

COMPARATIVE AGE DISTRIBUTION 2017



Age Groups	Cook	CBSA	Index
0 to 4	6.2%	6.2%	1.00
5 to 14	12.4%	13.2%	0.94
15 to 19	6.2%	6.5%	0.95
20 to 24	7.0%	6.7%	1.04
25 to 34	16.1%	14.6%	1.10
35 to 44	13.3%	13.2%	1.01
45 to 54	12.5%	13.1%	0.95
55 to 64	12.0%	12.4%	0.97
65 to 74	8.2%	8.2%	1.00
75 +	6.1%	5.7%	1.07
Median	36.5	37.0	0.99

REGIONAL ANALYSIS – Continued

Cook County demographics are summarized below:

POPULATION AND HOUSEHOLDS

				Percent Change	
	2010	2017 Estimate	2022 Projection	2010 to 2017	2017 to 2022
Total Population	5,194,675	5,313,828	5,377,519	2.29%	1.20%
Total Households	1,966,356	2,014,981	2,040,831	2.47%	1.28%

INCOME TRENDS

Household Income	2017 Estimate		2022 Projection	
$0 - $15,000	246,126	12.20%	249,838	12.20%
$15,000 - $24,999	198,502	9.90%	191,536	9.40%
$25,000 - $34,999	176,072	8.70%	161,140	7.90%
$35,000 - $49,999	248,913	12.40%	222,581	10.90%
$50,000 - $74,999	339,268	16.80%	298,907	14.60%
$75,000 - $99,999	241,577	12.00%	248,452	12.20%
$100,000 - $149,999	286,006	14.20%	337,386	16.50%
$150,000 - $199,999	126,134	6.30%	151,292	7.40%
$200,000 +	152,380	7.60%	179,696	8.80%
Median Hhld Income	$57,978		$64,307	
Average Hhld Income	$86,287		$97,709	
Per Capita Income	$33,208		$37,564	

REGIONAL SUMMARY AND CONCLUSION

The strength of the greater Chicago metropolitan area lies in its established position as a center of trade, finance, and business services that support stable growth, and which have tended to make it less susceptible to boom-and-bust cycles. Chicago's skilled and educated workforce, global connectivity and top universities make it an attractive destination for new and expanding businesses. Chicago has accounted for nearly all of the state's growth since 2012, as well as net gains in employment. Although the diversity of the region's economic base does help to insulate it from economic downturns, it is not immune. The Midwest was especially hard hit by the recent recession.

Current growth is largely being driven by education, leisure and hospitality, health and business services. Nevertheless, unemployment remains a persistent problem with a jobless rate higher than the nation. Illinois suffers from a low credit rating and underfunded pension systems and declining revenue due to out-migration.

The number and quality of higher education institutions will continue to enhance the local quality of life and may produce a positive benefit in promoting technological advancement through linkages with local businesses. Population forecasts indicate renewed growth during the next decade.

REGIONAL ANALYSIS – Continued

It seems likely that employment growth will remain subdued for several more years. Future labor force needs will be split between high-wage, high-skill union labor, and high-salary executive and administrative positions; and low-wage, low-skill factory, retail, and personal services industries. Increasing congestion, housing prices, living costs, and property taxes may reduce the level of suburbanization in the future.

Continued economic growth is projected for the region, albeit slowly. The apartment market is strong; however, there are some concerns that it is vulnerable to overbuilding. The industrial market is robust, led by transportation, warehousing and distribution, while outside of the central city, the office sector is oversupplied. Retail remain challenged by inroads from e-commerce and oversupply. While there will continue to be store closing, there remains solid demand for well-located retail centers. Town center projects, industrial redevelopments and transit-oriented projects are among the favored products. Stabilization of property values, income and commercial construction are dependent on the continuation of employment growth in the aftermath of the recession.

METROPOLITAN CHICAGO INDUSTRIAL MARKET OVERVIEW

With nearly 1.2 billion square-feet, Chicago is the largest industrial market in the nation. The region's industrial market encompasses the entire northeastern Illinois area and its influence extends into northwest Indiana and southeastern Wisconsin as well. Chicago conditions have strengthened over the last seven years. CoStar data at 4th quarter 2017 shows an overall availability rate of just 6.5% for the greater metropolitan area including southeastern Wisconsin and northwestern Indiana.[4] The vacancy rate in the core 6-county area (Cook, DuPage, Kane, Lake, McHenry and Will) also stands at 6.5% at year-end. Since 2010, the region has experienced seven consecutive years with positive absorption. Some 18 million square-feet were absorbed in 2017 metro-wide, of which 75% was within the central 6-county area. Vacancy in 2016 fell to 6.5% to its lowest level since 2000. It remained stable despite new construction deliveries of 18.8 million square feet in 2017—mostly distribution space; roughly half of which was speculative. Going forward, continued speculative construction may cause vacancy to creep up. This may begin to move the market in the tenants' favor as more buildings come on line.

CHICAGO AREA INDUSTRIAL MARKET STATISTICS, 4TH QUARTER 2017

	Existing Inventory		Vacancy						
Submarket	# Bldgs	Total SF RBA	Direct SF	Total SF	Rate	YTD Net Absorption	YTD Deliveries	Under Con-struction	Quoted Rent PSF
Central Kane/ DuPage	979	56,040,851	4,304,257	4,527,441	8.10%	(382,451)	156,346	343,251	$4.32
Central Will	89	5,213,923	922,634	922,634	17.70%	1,016,194	1,000,000	0	$3.50
Far South Cook	345	27,580,545	1,633,125	1,633,125	5.90%	861,530	1,153,060	0	$4.63
I-88 West	1,251	69,782,824	2,850,724	2,873,060	4.10%	1,587,220	1,114,312	169,250	$5.55
Indiana	932	38,407,343	1,601,429	1,601,429	4.20%	425,066	21,868	0	$5.14
Joliet Area	1,049	74,995,787	5,765,591	5,783,541	7.70%	4,038,883	6,108,792	6,926,844	$5.14
Kenosha East	377	33,327,513	1,829,021	1,874,500	5.60%	1,692,985	2,241,778	0	$4.84
Kenosha West	25	724,232	3,196	3,196	0.40%	83,500	80,500	0	$0.00
McHenry County	885	32,921,027	2,062,264	2,062,264	6.30%	1,155,721	200,000	0	$5.40
Near South Cook	1,132	46,068,385	1,789,885	1,821,774	4.00%	402,256	65,000	0	$5.63
Near SW Suburbs	335	24,440,819	492,303	492,303	2.00%	154,913	0	0	$4.53
North Chicago	2,292	74,655,697	4,447,745	4,453,345	6.00%	742,038	70,700	0	$8.43
North Cook	1,177	51,997,676	2,760,380	2,873,821	5.50%	481,695	316,699	368,167	$7.89
North DuPage	568	40,949,407	2,147,345	2,455,350	6.00%	478,613	587,200	0	$6.32
North I-55 Corridor	521	30,683,192	2,339,776	2,446,662	8.00%	469,172	0	0	$4.94
North Kane/I-90	683	37,174,477	3,364,762	3,392,762	9.10%	1,144,491	261,296	50,136	$6.69
North Lake County	728	40,348,467	1,920,612	1,920,612	4.80%	1,852,704	400,758	558,500	$5.03
Northwest Cook	945	39,135,858	5,085,730	5,096,551	13.00%	(1,317,442)	403,550	440,891	$7.37
O'Hare	2,335	106,185,713	4,121,429	4,412,589	4.20%	476,654	186,117	371,017	$6.88
Porter County	319	14,483,082	830,609	830,609	5.70%	36,828	80,000	0	$4.42
South Chicago	1,807	113,882,216	6,442,559	6,529,297	5.70%	1,128,329	549,592	140,000	$5.77
South I-55 Corridor	849	89,446,323	10,135,473	10,512,623	11.80%	31,592	2,837,726	564,636	$5.74
South Lake County	957	43,570,200	2,433,719	2,447,719	5.60%	389,109	102,637	39,578	$6.82
West Cook North	1,225	59,470,674	4,274,849	4,342,472	7.30%	817,492	831,579	1,977,799	$6.39
West Cook South	444	17,761,238	813,611	813,611	4.60%	88,101	0	0	$6.06
West Suburbs	1,096	39,089,635	1,674,206	1,818,820	4.70%	85,821	0	253,000	$7.32
Totals	23,345	1,208,337,104	76,047,234	77,942,110	6.50%	17,941,014	18,769,510	12,203,069	$6.05

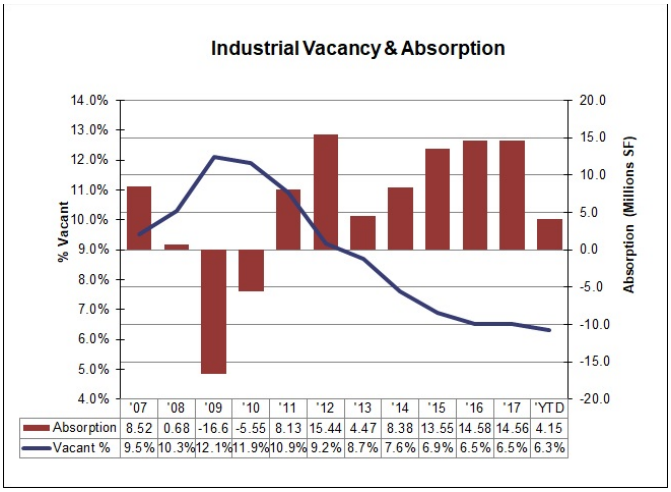
Source: CoStar Property

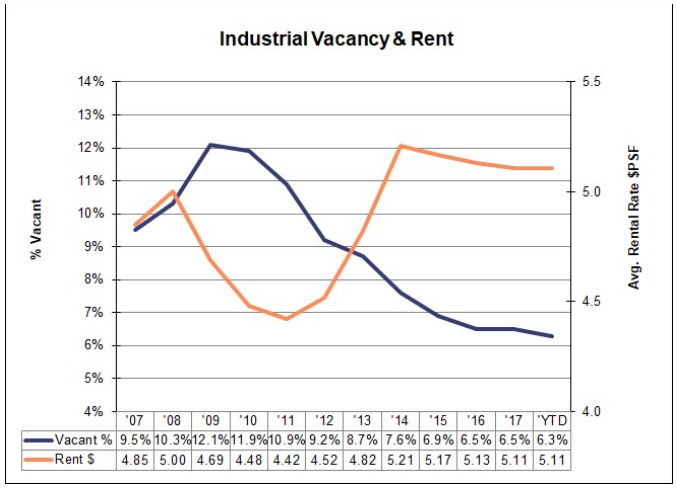
[4] CoStar *Industrial Advisory Report Q4 2017*

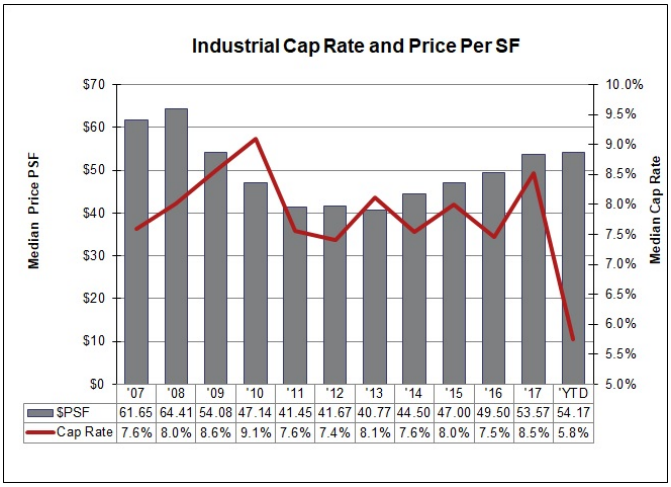
INDUSTRIAL MARKET OVERVIEW - Continued

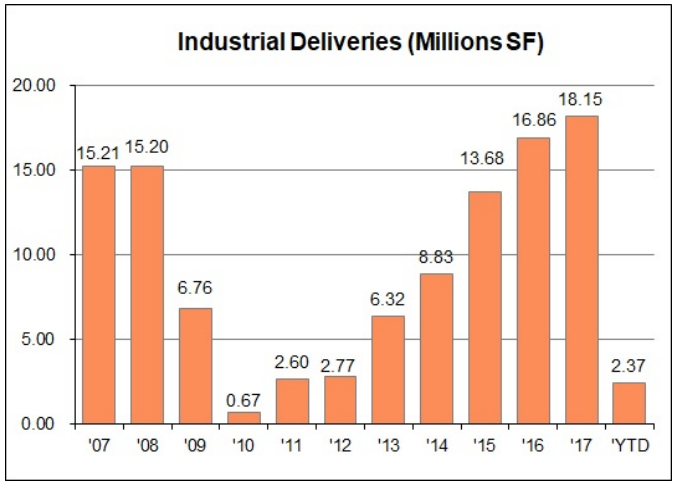
The following charts show trends in key 6-county (Cook, DuPage, Kane, Lake, McHenry and Will) industrial real estate indices including vacancy, rents, average sales prices, absorption, cap rates and construction based on data from CoStar, Inc. The data differ from the preceding table due to differences in the geographic areas covered and in the dates of data reporting.

CHICAGO AREA INDUSTRIAL MARKET TRENDS 2007-2017









Sources: CoStar, Inc.

INDUSTRIAL MARKET OVERVIEW - Continued

The upswing in absorption and occupancy statistics in the 6-county area is also starting to register in sale prices and rents, which have trended up over the last four years according to CoStar data; however, it is important to bear in mind that these reflect asking rents, and not what is actually achieved. Also, the improvements have not been uniformly shared across all parts of the region. Sales and leasing transactions continue to be buoyed by low interest rates and cap rate compression, which are supporting prices. Much uncertainty remains about what effects rising interest rates may have as they trend up. Still, the Chicago area remains dominant in the middle of the country as a logistics and distribution center. By virtue of its strategic location, and claim to all six class-one railways, it captures 70% of the nation's rail and intermodal traffic. Its transportation infrastructure gives the region a competitive advantage in e-commerce, and the region's tech sector is also expanding.

- **Absorption and Vacancy-** Positive absorption has been achieved in each of the last seven years. In the 6-county area, the 14.56 million square-feet absorbed in 2017 nearly equaled the 14.58 million square-feet in 2016, which had been the highest annual absorption total experience in eight years. Leasing activity continues to sustain momentum, fueled primarily by large deals in over 200,000-square-foot range. Amazon alone accounted for half of the 10 largest deal completed in 2016. Transactions in 2017 were generally smaller. Total leasing involved 446 deals having an aggregate 27.1 million square-feet in 2017, compared to 27.5 million square-feet in 2016 according to Colliers International. Warehouse and distribution continue to dominate the market activity. The amount of space returned to the market by tenants leaving buildings or downsizing was fairly low, allowing vacancy rates to fall even further. O'Hare is among the tightest submarkets.

- **Lease Rates-** Asking rents received a boost to $6.05 per square-foot in 2017, up 5.8% from $5.72 per square-foot at year-end 2016 based on Costar Inc., data. The trend has been generally upward since 2011. Barring any economic dislocations, the improved vacancy rate is anticipated to support continued increases in rents; however, growth may be checked to some degree due to the number of speculative projects coming on line. Nevertheless, the newer inventory tends to be of higher quality providing high-tech options for large distributors and better amenities for smaller users such as better floor plans and lighting according to Transwestern.

- **Construction-** Construction is up, but is still below pre-recession levels. CoStar reports space delivery at 18.7 million square-feet in 2017 on top of the 18.4 million square-feet added in 2016. Most of the new construction was in the central 6-county area, construction is concentrated along major thoroughfares. Renewed optimism has propelled increased speculative construction, accounting for about half of current activity. Build-to-suits and additions comprise the rest of growth. Colliers noted that construction activity in 2015 was particularly strong for multitenant buildings in the 100,000 to 500,000 square-foot range. Several of the large build-to-suits in the 1-million-square-foot range were added in 2016. Transwestern expects that logistics and warehousing, which have been Chicago's largest tenants, will to continue to lead in 2018, as online delivery and e-commerce become further entrenched as the model for conducting business throughout the nation. Also, urban infill close to customers, as well as larger distribution centers and warehouses, will continue to be active areas for redevelopment and new construction.

INDUSTRIAL MARKET OVERVIEW – Continued

Some 12 million square-feet are currently under construction, of which 56% is available. The brokerage Marcus and Millichap has expressed concern that elevated speculative construction will push up vacancies and hinder rent growth in some submarkets. It was because construction had been constrained over the last few years that an opportunity came to raise rental rates; however, the market may turn more to the tenant's favor as more speculative projects come on line. An offsetting factor is that demolition and conversion of older and obsolete buildings is helping to keep the inventory in check.

According to the brokerage Cushman and Wakefield, a lack of quality space reportedly remains one of the major challenges facing U.S. manufacturers. Such technological advances as improved measuring/ process control; digital technologies and sustainable manufacturing, have made many older facilities functionally obsolete, providing the opportunity for more speculative construction over the next few years in addition to build-to-suits. Markets such as Chicago, with available land, also will continue to attract new building development to satisfy the changing requirements for warehouses due to e-commerce.

Colliers expects infill development will continue to be in high demand due to the growth of e-commerce and the need for these companies to be in close proximity to their end customers through last mile delivery service.

- **Sales Trends-** For the region, CoStar reported 285 sales of buildings over 15,000 square-feet in 2017. The aggregate transaction volume was $1.9 billion, at an average price of $60.04 per square-foot. In the 6-county area, the average price per square-foot was $53.57 according to CoStar. Colliers International estimates a current average asking price for industrial buildings in the region at $46.07 per square-foot. Marcus and Millichap report cap rates in the 5% range for long term credit tenants in newer Class A product, with returns of 7% to 8% obtained for value-added deals involving older properties in prime industrial corridors. As with other property types, the local market continues to be bifurcated with investment grade assets on the upswing, while non-investment grade properties lag. Modern space users typically demand buildings with high ceilings, improved utilities, HVAC, and early suppression fast response (ESFR) sprinkler systems, more dock doors, and additional land for truck and employee parking. At the same time, developers and investors also are opportunistically seeking older, obsolete properties at below replacement cost as renovation, or redevelopment projects to meet modern standards. Obsolete properties with a lot of parking are favored targets for repurposing.

  Marcus and Millichap find that properties located along major thoroughfares or near transit stations are particularly favored. Buildings in transitional neighborhoods such as River West are also desirable. Lower real estate taxes in the collar counties may ignite investor interest, especially in DuPage and Will counties.

INDUSTRIAL MARKET OVERVIEW - Continued

Distribution Market Trends

Distribution warehouses are growing in popularity due to the explosive growth of e-commerce. Many distribution centers have extensive conveyor systems and mezzanines with specialized design and location to accommodate particular products. Racking systems are also highly specialized as are cranes that may be designed for certain heavy products. Mezzanine structures in particular may be much larger than in other categories of warehouses. It is not uncommon for mezzanine areas to be 10% to 50% of the total warehouse footprint. (According to BOMA, in order to be included in building square footage, only finished office mezzanines that are enclosed and air conditioned should be considered in the building square footage).

Major tenants are quickly adapting to modern retail trends and the need for more efficient and technologically advanced warehouse/distribution space became apparent in the last few years according to Transwestern. Different companies have different packaging and distribution systems and such specialized systems may not be useful to a second-generation buyer.

From an appraisal perspective, it is also noteworthy that modern 200,000+-square-foot buildings are often custom designed for credit tenants on built-to-suit bases, incorporating the specialized mezzanines, conveyors and racking systems into long-term capital leases, or financing leases. The underlying lease rate then would not be reflective of a market rate for the real estate only (i.e. the rent an informed buyer would pay for a vacant building). In contrast, there is the long-term lease to a credit tenant, with a lease rate structured to pay for the development cost of the specialized facility built by the lessor for the lessee's custom requirements. The lessee spreads the cost of construction over the lease term and has tax benefits from leasing and depreciation.

Changing Market Perceptions of Interior Truck Docks

Another technology and consumer driven design trend prevalent since the early 2000s is the virtual disappearance of interior truck docks in new buildings. While originally conceived of as advantageous for protection from the elements, this feature now meets with ambivalence in the market for a number of reasons:

- the building space wasted simply for the transfer of products that may not enhance overall operations;
- the added expense for real estate taxes, insurance and repairs for the extra space under roof;
- the need for increased ventilation from exhaust trapped inside the building envelope;
- the difficulty and extra effort needed to back trailers into tight spaces;
- the cost to repair damage from the occasional mishap;
- problems with water infiltration and the need to clean up the snow, ice and slush;
- in older buildings designed with shorter trailers in mind, the dock bays are not even long enough to accommodate a 55-foot load.

INDUSTRIAL MARKET OVERVIEW – Continued

According to Douglas McKnight[5]:

> Flush docks are preferred in modern warehouses. Enclosed docks can limit the length of the trucks that can use them, must be heated and lighted, and require exhaust systems to remove fumes from truck engines. In addition, it can be very difficult for a truck driver to back into an enclosed dock in bright sunlight if the interior is not well lit. Dock seals are desirable for preventing heat loss, sheltering lift trucks from inclement weather and enhancing security.

Investment Parameters

The 4th Quarter 2017 *Real Estate Investor Survey* by PricewaterhouseCoopers and the 4th Quarter 2017 *Real Estate Report* by Situs-RERC, indicate the following capitalization rates and yield rates for warehouse buildings at the national and local levels:

WAREHOUSE MARKET Fourth Quarter 2017 **KEY INDICATORS**	**NATIONAL 2017 4th QUARTER**	**CHICAGO 4th QTR '17 (RERC)**
DISCOUNT RATE (IRR) [a]		
Range	5.50%–9.00%	
Average	6.60%	8.3%
OVERALL CAP RATE (OAR) [a]		
Range	3.30%–6.90%	
Average	5.06%	6.7%
RESIDUAL CAP RATE		
Range	5.00%–7.50%	
Average	5.90%	7.2%
MARKET RENT CHANGE RATE [b]		
Range	0.00%–7.00%	
Average	2.50%	-
EXPENSE CHANGE RATE [b]		
Range	0.00%–3.00%	
Average	2.33%	-
AVERAGE MARKETING TIME (in months)		
Range	1–9	
Average	3.8	-

[a.] Rate on unleveraged, all-cash transactions

[b.] Initial rate of change

Sources: National Data– PricewaterhouseCoopers; Chicago Data– Situs RERC

[5] McKnight, Douglas, "A practical guide to evaluating the functional utility of warehouses." *The Appraisal Journal*. Vol. 67: No. 1.

INDUSTRIAL MARKET OVERVIEW – Continued

Permanent Financing

The following table summarizes prevailing mortgage terms by property type as reported by RealtyRates.com survey respondents for Class A and B properties nationwide.

	Minimum	Maximum	Average
Interest Rates (%)	3.19	8.64	5.37
Spread over 10-yr Treasury (%)	0.84	6.29	3.02
Debt Coverage Ratio	1.15	2.05	1.46
Loan-to-value Ratio	50%	90%	70%
Amortization (Yrs.)	15	40	25
Term (Yrs.)	3	30	11.46
Reserves ($PSF)	0.22	0.62	0.42

Sale vs. Asking Prices

In the absence of closed transactions, or when markets are undergoing significant change, listings can provide valuable insight into the market for real estate. Offerings, which represent the owner's perception of a property's value, may reflect the ceiling for market value. Comparing trends in asking prices and closed prices also can give an indication of the market's direction. Since asking prices are subject to future negotiation, they may not reflect prices prevailing as of the appraisal date, and so may need to be adjusted for negotiation as well as for changing economic conditions.

Using property sales data from CoStar, Inc., we examined the spread between the asking prices and final transaction prices for both Cook County and the surrounding collar counties of DuPage, Kane, Lake, McHenry and Will, which are displayed below:

INDUSTRIAL ASK/ SELL AND MARKETING TIME TRENDS

	Average Ask/ Sell Differential			Average Months on Market			Number of Sales		
	2017	2016	% Chg	2017	2016	% Chg	2017	2016	% Chg
Cook	-15.00%	-13.70%	9.49%	11	12	-8.33%	411	496	-17.14%
Collar Counties	-15.10%	-15.00%	0.67%	12	14	-14.29%	316	345	-8.41%

For the industrial sector, which has been one of the stronger market segments, especially for distribution and fulfillment operations, Cook County's sale volume was down 17% in 2017. (Note: that this is expressed in terms of number of transactions and not dollar volume or square-footage). This may reflect a combination of a cooling market, as well as a diminishing supply of quality properties on the market. The spread between the asking and final sale prices was also up in Cook County, increasing to 15%, which is higher than all the other property types. The sales volume did not fall as much in the collar counties but was lower than in 2016. Marketing time has fallen for industrial buildings in the suburbs and is only a month longer on average than in Cook County. The spread between asking and sale prices is also similar for the two areas, in the 15% neighborhood.

INDUSTRIAL MARKET OVERVIEW – Continued

Chicago's strategic location and transportation infrastructure make it among the most important transportation centers and industrial centers in the nation. The region boasts the nation's second largest workforce and its largest manufacturing market. The region's extensive multi-modal transportation network includes air, rail, highway and inland port facilities. Industrial real estate observers suggest that the market is poised for continuing growth, with distribution firms seeking additional space in Chicago to meet rising consumer demand for goods. The region's strategic location and transportation network will make it attractive to corporate users. Continued improvement in fundamentals combined with declining vacancy should allow landlords to realized higher rents. Still, despite improving fundamentals, developers and lenders alike remain cautious because of continuing economic uncertainty and vulnerability to outside events, whether foreign or domestic.

Conclusion

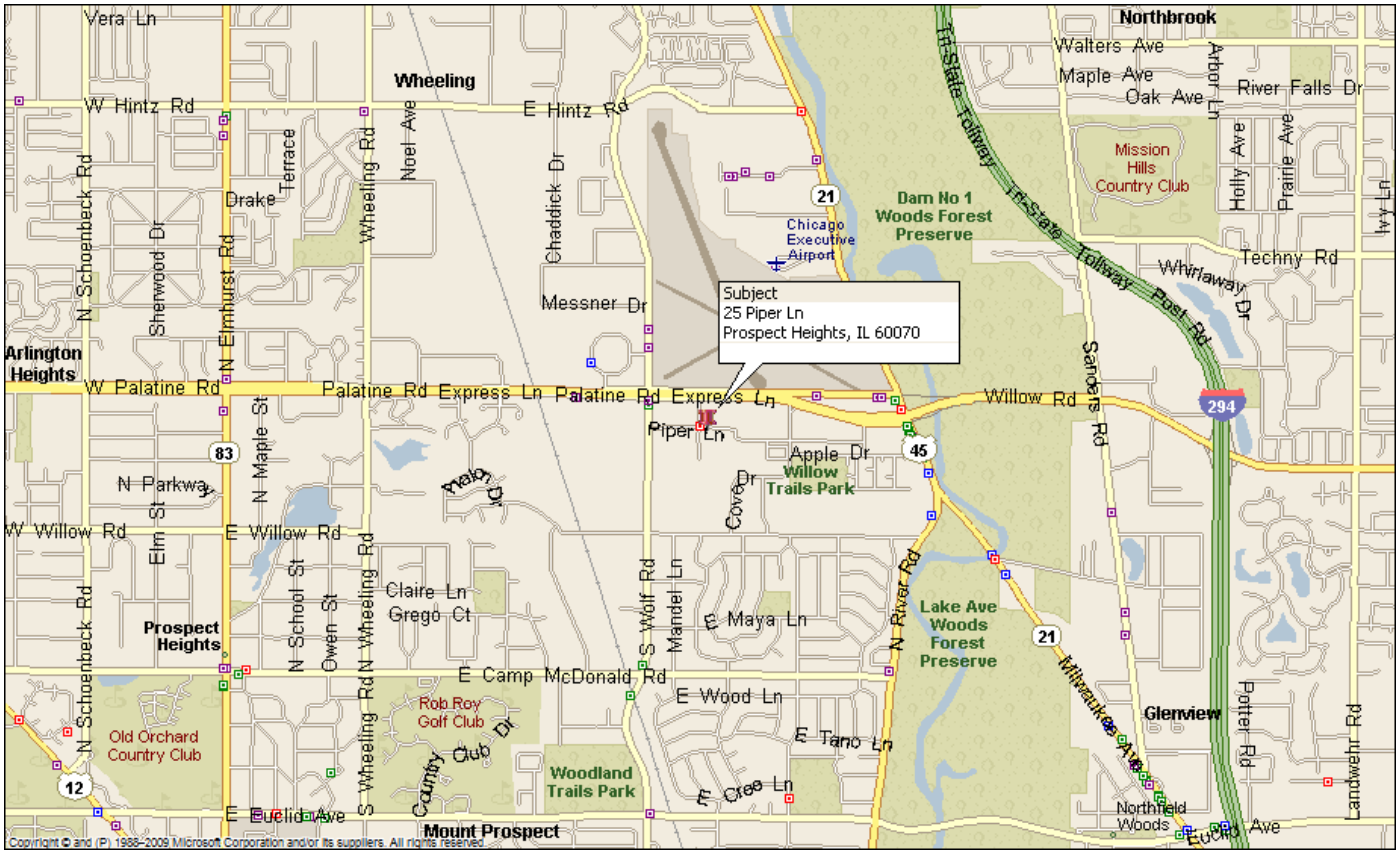
Although speculative development is increasing, build-to-suit activity continued to dominate in 2017. E-commerce, automotive manufacturing, aerospace energy, food processing and third-party logistics continue to be the sources of strength. Candidates for large increments include firms that previously outsourced many of their processes off-shore to cut costs. There has been somewhat of a reversal in this trend in recent years by firms troubled by the resulting lack of control, transportation costs and delays. Firms facing such efficiency and control issues have begun considering "reshoring" operations— that is bringing outsourced processes back within proximity of U.S.-headquartered firms. As a result, there has been a slight uptick in manufacturing in the U.S. countering the steady decline experienced over the last two generations. Better proximity of the firms' headquarters to the production and distribution processes allows for more rapid response to customer demand and faster implementation of product innovation. Another potential need noted is trailer storage for warehouses. According to Colliers International, rental rates for Class A product are improving; in core markets, Class B may start to trend up as the market tightens; however, there is little interest in Class C rental buildings.

Despite its recognized strategic location, it remains difficult to attract new industrial users from out of state according to Transwestern. High state taxes, local increases in the minimum wage, diminished tax incentives and a downgrade of the region's creditworthiness are cited as reasons. Additionally, although the local labor pool is large, a skills gap is reported for high-tech and specialized industrial users in both distribution and manufacturing operations. Their outlook for 2018 is that industrial activity will continue at the same pace, especially in well-located submarkets near transportation hubs such as airports and major highways. The concern is that absorption may keep pace with additions inventory pushing vacancy up.

While most indicators are improving, the momentum in the market is not evenly distributed. Non-investment grade properties continue to lag behind investment grade assets and pockets of weakness remain in south Chicago, south suburbs and the urban fringe submarkets. Overall trends in the market are summarized below:

Vacancy Rate:	Stable
Lease Rate:	Improving
Absorption:	Stable
Construction:	Increasing

LOCATION MAP



DESCRIPTION OF THE IMMEDIATE AREA

The subject is located in the City of Prospect Heights, 25 miles northwest of Chicago. Incorporated in 1976, the city encompasses an area of 4.5 square miles. The area is generally bound by Wheeling to the north, Mount Prospect to the south, Arlington Heights to the west, and Northbrook to the east. U.S. 21 runs straight through the community. Interstates 94 and 294 are located 5 miles east of the city. O'Hare International Airport is 45 minutes away. Commuters are served by METRA rail. PACE bus service is also available. The City of Prospect Heights is home to over 1,200 businesses from industrial and light manufacturing to financial services, technology and retail. Prospect Heights is also home to headquarters of a number of multinational corporations.

The subject is located on the eastern section of the city of Prospect Heights. Specifically, the subject is located on the southeast corner of Piper Lane and Pinecrest Drive in an industrial and multi-family rental district generally bound by major arterials, S. Wolf Road to the west, N. Milwaukee Avenue to the east and Palatine Road to the north. The Chicago Executive Airport is located north/northeast of the subject in the Palatine Road and N. Milwaukee Avenue. Adjacent north is an apartment complex that shares Pinecrest Drive and is not a through street extending south. It runs through the apartments parking and terminates at the south just before the south site line of the subject (see aerial view). Pinecrest Drive extending north beyond the subject connects to Palatine Road and is a typical municipal street. Piper Lane to which the subject has primary frontage, extends east and west and connects to S. Wolf Road. Piper Lane is a two-lanes, one-lane each way secondary street.

I294 is located approximately 1.9 driving miles east of the subject; I53 is located approximately 2 miles west of the subject on Palatine Road. As such, the subject had adequate linkage to interstates. However, the subject is in a secondary industrial location consisting of industrial related and apartment complexes.

Trend Analysis. The market conditions in which a property exists will change over the life of an asset. Although not universal, a neighborhood may pass through four stages, briefly described as follows:

- Growth, during which time the neighborhood is establishing and gaining public favor and acceptance.
- Stability, which is a static period evidenced by a lack of available land for continued new development.
- Decline, during which time shifting neighborhood use patterns result in a secondary location.
- Redevelopment, which results in a removal of or renovation of outdated improvements and construction of more modern improvements.

The subject property is situated in an established industrial and multi-family rental district in the east section of Prospect Heights, Illinois, which is in the stability stage. Certain build-to-suit operations might be financially feasible for some owner-users or investors.

SITE DESCRIPTION

Location:	On the eastern section of the city of Prospect Heights. Specifically, the subject is located on the southeast corner of Piper Lane and Pinecrest Drive in an industrial and multi-family rental district generally bound by major arterials, S. Wolf Road to the west, N. Milwaukee Avenue to the east and Palatine Road to the north. The Chicago Executive Airport is located north/northeast of the subject in the Palatine Road and N. Milwaukee Avenue.
Shape/Block Location:	Generally regular, corner-block vacant site
Topography:	Moderately above street grade.
Area:	438,722± square-feet
Frontages:	Major frontage on the south line of Piper Lane and secondary frontage on the east side of Pinecrest Drive.
Access:	Primary access is provided by Piper Lane, a 2-lane (1-lane each way), 2-way, easterly-westerly, secondary traffic street. It is improved with concrete and asphalt paving, drainage, overhead illumination, concrete curbs and sidewalks (along the subject frontage side; south side of the street). Additional frontage is provided by Pinecrest Lane, which appears to run through the parking lot of the adjacent apartment. Pinecrest Lane is typical municipal street extending north beyond the subject to Palatine Road.
Ingress/Egress:	There are two curb cuts to the site from Piper Lane. No public alley.
Utilities:	It is assumed that all utilities including natural gas, electric, telephone, city water, storm, and sanitary sewers are available nearby to site.
Zoning:	B-4, Office-Industrial P.U.D. in Prospect Heights, Illinois.

SITE DESCRIPTION - Continued

Easements/ Encroachments:	No information was provided regarding covenants, reservations, easements, restrictions, encroachments, covenants, conditions and restrictions (CC&Rs), and rights, recorded or unrecorded, easements, encroachments, deed or other private restrictions affecting the subject property. At the time of the inspection, no apparent easements and encroachments were observed that would adversely affect the marketability and functional utility of the subject. This analysis is premised on the condition that only common restrictions, such as utility easements, etc., apply, and that they would not adversely affect the development of the site.
Soil and Subsoil/ Environmental:	No soil tests were made at the time of the inspection. There appeared to be no evidence of any adverse soil, settlement or drainage problems observed in the subject or surrounding properties. At the time of our observation, we did not observe any potentially hazardous conditions. Nevertheless, the current environmental conditions of the subject property are not known. Please see *Assumptions and Limiting Conditions* numbers 12 through 15, and 28 through 30 for our reliance on assumptions about the quality and condition of the soils underlying the subject property.
Flood Plain Information:	Flood Zone X according to the Federal Emergency management Agency (FEMA) *Flood Insurance Rate Map (FIRM)* Map Panel: 17031C0207J, Prospect/Cook County, dated August 19, 2008 - designated an area outside of the 100- and 500-year floodplains. This is not known to be a FEMA SFHA.
External:	The subject is located in the northwest submarket. I294 is located approximately 1.9 driving miles east of the subject; I53 is located approximately 2 miles west of the subject on Palatine Road. As such, the subject had adequate linkage to interstates. However, the subject is in a secondary industrial location consisting of industrial related and apartment complexes. Furthermore, the subject's current known tax rates for the area is at the upper range, which negatively affect its property economics and valuation.

.

FLOOD MAP I

InterFlood by a la mode
Prepared for: Peterson Appraisal Group
25 Piper Ln
Prospect Heights, IL 60070-1782
E Palatine Rd
Palatine Rd Express Lane
S Wolf Rd
Piper Ln
Love Dr
Apple Dr
Willow Trails
Cove Dr
Quaker Ln
W Willow Rd
E Old Willow Rd
E Seminole Ln
E Aztec Ln
N Aspen Dr
N Oneida Ln
Robert Ln
E Mohawk Ln
300 yards
bing
© 2018 Microsoft Corporation © 2018 HERE
MAP DATA
FEMA Special Flood Hazard Area: No
Map Number: 17031C0207J
Zone: X
Map Date: August 19, 2008
FIPS: 17031
MAP LEGEND
Areas inundated by 500-year flooding
Areas inundated by 100-year flooding
Velocity Hazard
Protected Areas
Floodway
Subject Area
Powered by CoreLogic©

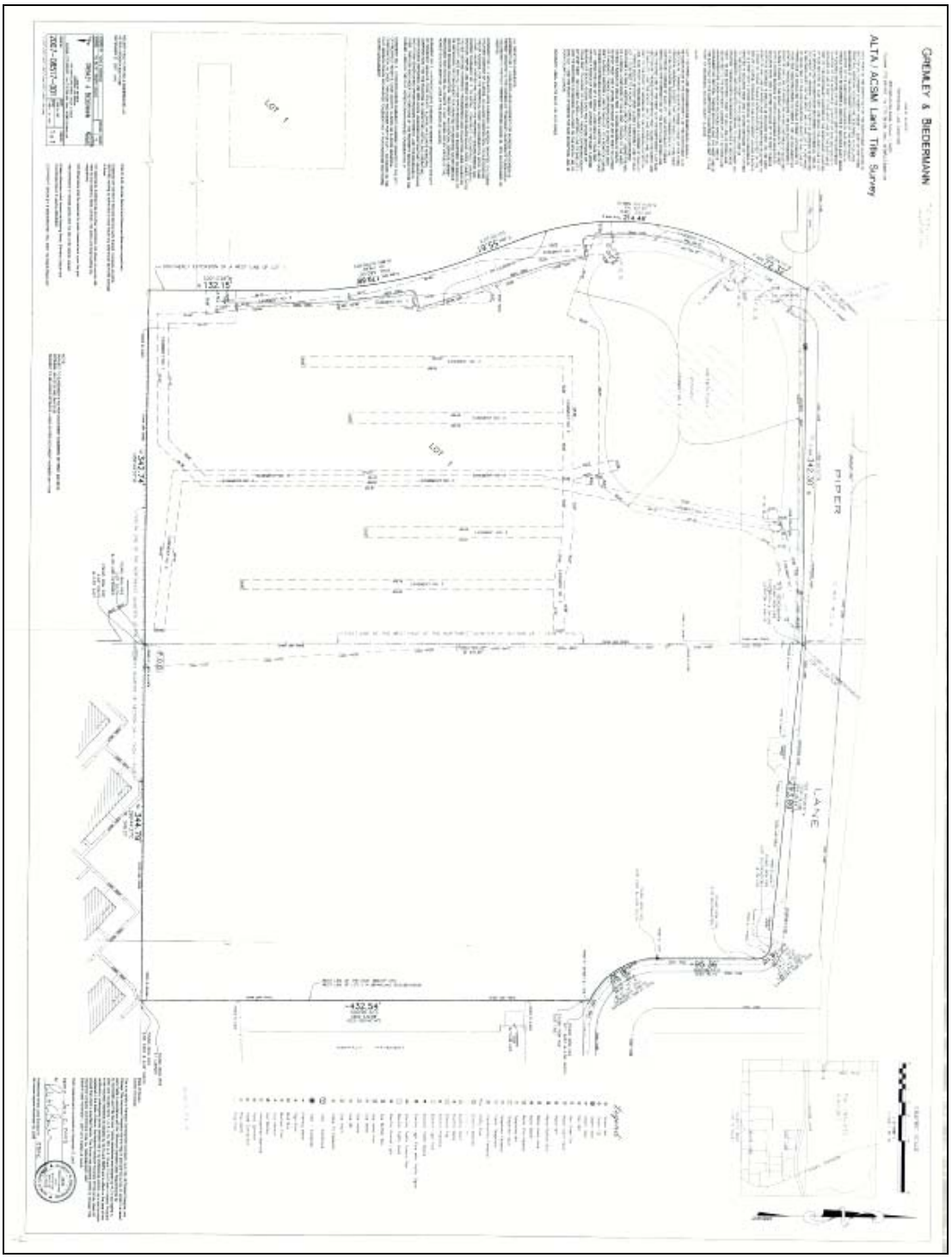
FLOOD MAP II

InterFlood by a la mode
Prepared for: Peterson Appraisal Group
35 Piper Ln
Prospect Heights, IL 60070-1782
E Palatine Rd
Palatine Rd Express Lane
S Wolf Rd
Pinecrest Dr
Piper Ln
Burning Bush Ln
Love Dr
Apple Dr
Willow Trails Park
Cove Dr
Quaker Ln
W Willow Rd
E Old Willow Rd
E Seminole Ln
E Aztec Ln
N Arella Dr
N Oneida Ln
E Seneca Ln
East Dr
300 yards
bing
© 2018 Microsoft Corporation © 2018 HERE
Powered by CoreLogic©
MAP DATA
FEMA Special Flood Hazard Area: No
Map Number: 17031C0207J
Zone: X
Map Date: August 19, 2008
FIPS: 17031
MAP LEGEND
Areas inundated by 500-year flooding
Areas inundated by 100-year flooding
Velocity Hazard
Protected Areas
Floodway
Subject Area

REAL ESTATE TAXES AND ASSESSMENT

The subject property is located in Wheeling township, in Cook County identified as a tax exempt property, which is owned by the City of Prospect Heights. The subject's tax codes are 38181 & 38182 which have current known taxes (2016) of 12.554 & 12.532, respectively.

PLAT OF SURVEY



DRAFT SITE PLAN

Exhibit C

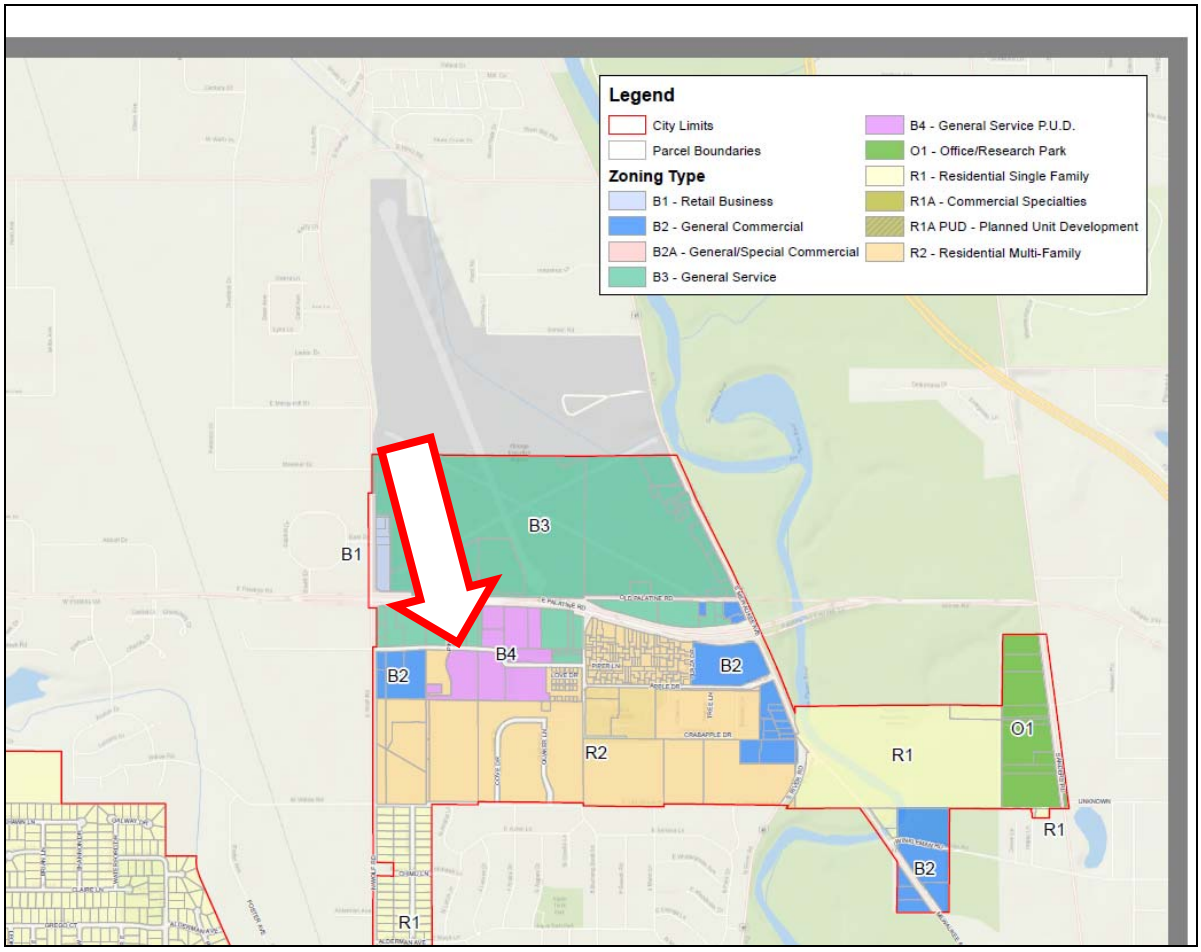
Draft Site Plan

ZONING

The subject is zoned B-4, Office-Industrial P.U.D. in Prospect Heights, Illinois. Based on a review of the zoning regulations, the subject appears to be a legal, conforming use of the site. There are no known existing or pending zoning laws or codes that would adversely affect the marketability of the subject property.

The B-4 office/industrial district is intended to provide sites to accommodate those production and service related uses which serve large segments of the resident population and nonresidential activities located in the general area. Such uses must have high standards of performance such that they can locate in close proximity to residential and business uses without creating nuisances and with sufficient control of external effects to protect the character and value of one property from another. In this district outdoor storage must be completely screened in a manner approved by the site plan review committee, loading docks shall not be visible from public roadways, and all industrial operations shall be conducted within an enclosed building. Planned unit developments are permitted subject to approval as a special use property.

ZONING MAP (SPECIFIC TO THE SUBJECT AREA)



HIGHEST AND BEST USE ANALYSIS

Land is appraised as though vacant and available for development to its highest and best use, and the appraisal of improvements is based on their actual contribution to the site. The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, defines highest and best use as follows:

> *The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*

Highest and best use is determined separately for the site as though vacant and for the property as improved. If the highest and best use of the land as vacant differs from its highest and best use as improved, a determination is made as to whether the existing improvement, though not the ideal use, still contributes to the total property value.

If the value for the land as vacant is higher than the value of the improved property, then the property value is equal to the value of the land less the costs to demolish the improvement.

If the improvement still contributes to the value of the land, a determination is made of the most probable course of action for a typical investor to follow with regard to the property. This might mean maintaining the property in its current form as an interim use, or adapting the improvement to more closely resemble the ideal. The highest and best use of a special-purpose property as improved may include the continuation of its current use, if that use is viable.

The highest and best use concept also takes into account the contribution of a specific use to the community and community goals, as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of the land may be for parks, greenbelts, preservation, conservation, wildlife habitats and the like.

Highest and best use analysis is divided into two parts. The first is to estimate the best use of the land as though vacant and ready for development. The next step is to determine whether the existing improvements fall into the realm of optimum uses of the site and whether the value of the property, as improved, exceeds the value of the land as though vacant.

HIGHEST AND BEST USE ANALYSIS - Continued

HIGHEST AND BEST USE— AS VACANT

The subject property is zoned B-4, Office-Industrial P.U.D.. The subject has non-exclusive easements primarily at the mid-section of the west site area extending to the rear, and along the mid-section extending the length of the site. The proposed building development would be built-over the easements. This appraisal assumes that the easements do not restrict development. The incorporation of this assumption has dramatic effect on the analysis and conclusion of this appraisal. The retention area is typical for larger site area and often required for developments.

The site contains a gross area of 438,722± square-feet. With the exception of size there are no physical constraints that would limit development of the site with any of the legally permissible uses. In the current economic conditions, the highest and best use of the site as if vacant would be industrial-related development. Development on a built-to-suit basis for a particular user only should be considered.

APPRAISAL PROCEDURES

This is an appraisal of land as if vacant so that the appraisal procedures that are customarily applied to improved properties are either not applicable, or require modification. For example, the cost approach is applicable only to improved properties and is not applicable for the appraisal of vacant land while the income capitalization approach is only applicable for special circumstances such as subdivision analysis and land residual techniques. Land valuation is accomplished through six generally accepted procedures:

Sales Comparison

Recent sales of similar vacant parcels are compared with the subject property. Adjustments are made for differences among the properties and are used to create indicators of value for the land under appraisal. The sales comparison approach is usually the more reliable method of land valuation provide sufficient comparable sale transaction data exists. Reliable sales data is not always available, however, in which case the appraiser must then rely on other methods of land valuation.

Allocation

This method is based on the principle of balance, which states that there is a sense of proportion in the four agents of production. Land, as one of the agents of production, has a logical value relationship to total property value. Sales of improved properties are analyzed and the values are allocated between land and improvements.

Extraction (or Abstraction)

In this method improved property sales data are evaluated and the estimated depreciated replacement cost of the improvements are subtracted from the sale price. The remainder is the indication of land value.

Capitalization of Ground Rent

This method uses the income approach to value to establish a current value for land through its future income potential.

Land Residual Procedure

Calculates land value by first estimating net income earned by a property and then subtracting income that can be attributed to the improvements, leaving a residual value attributable to the land.

Subdivision (or Development) Approach

The subdivision approach determines market value by subtracting the costs of developing a potential subdivision from its anticipated proceeds, and discounts the remainder to present value as of the date of value using a yield capitalization (discounted cash flow) analysis.

Procedures Applied

In this analysis, the sales comparison approach is applied.

SALES COMPARISON APPROACH

In the sales comparison approach, we develop an opinion of market value by comparing the subject with similar properties that have recently sold, are listed for sale, or are under contract. The sales comparison approach is based on the principle of substitution which holds that a prudent buyer will pay no more for a property than the cost of acquiring an equally desirable substitute, without undue delay. Property value is reflected by prices obtained in market transactions and on asking prices for currently available properties. The procedure involves comparison and correlation of the subject property with similar properties that have sold, or are available for sale. After researching and confirming transactions, the appraisers reduce the sales to a common unit of comparison such as price per-square-foot, price per unit, or price per room. We determine how the comparable sales differ from the subject and adjust for differences in various elements of comparison such as location, market conditions, physical characteristics and conditions of sale. The resulting value indications are reconciled into a single value or range of values. In the analysis of income-producing properties, we may also derive gross income multipliers (GIMs) and capitalization rates.

The comparative analysis focuses on similarities and differences in the following characteristics that cause prices to vary:

- Property rights conveyed
- Financing terms
- Conditions of sale (motivations of buyers and sellers)
- Expenditures made immediately after purchase
- Market conditions at the time of sale
- Location
- Size
- Physical features
- Economic characteristics, if the properties produce income
- Use
- Non-realty components

Procedures

The steps in this procedure are:

1. Gather data on actual sales as well as listings, offers and options.
2. Confirm the data as accurate and representative of arm's length sales.
3. Select relevant units of comparison.
4. Determine how the comparable sales differ from the subject and adjust for differences in various elements of comparison.
5. Conclude a market value estimate for the subject.

SALES COMPARISON APPROACH – Continued

A fundamental requirement of the approach is that concept that a sufficient number of recent sales or current offerings of reasonably similar properties exist in the same or comparable markets as a basis to estimate the value of the subject property. Ideally a market comparable meets four conditions:

1. The sale is arm's length; either be between two non-related parties, or between related parties who have negotiated a price at a level that if the seller were the buyer, the price he is paying is also the price he would pay for the property; and conversely if the buyer were the seller the price he is accepting is also the price he would pay for the property. To this extent a conveyance resulting from a buy sell agreement, right of first refusal agreement, or lease/purchase option agreement could be arm's length even though the buyers and sellers are not unrelated.

2. Neither the buyer nor the seller was under compulsion to act.

3. The property was offered on the open market to the class of purchasers best able to use the property.

4. The price is expressed in cash equivalent terms, adjusted for any special financing, concessions, or terms.

The degree of comparability that exists between recent sales and the subject is often a function of local sales activity. If sales are infrequent, the comparable search may be expanded in scope and/or geography to whatever reasonable extent is necessary to accumulate sufficient data on which to base a judgment. Guidelines applied to determine the degree of comparability of data include.

- The physical characteristics of the sale and the subject should be similar in terms of size, construction and amenities.

- The functional adequacy of the comparable and the subject should be competitive in terms of their ability to support similar operations.

- The sales should be in the same or demographically similar market as the subject. Market boundaries are not physical or political in character, but are economic - set by the participants in the market, the location of competition and the sources of demand.

The sale prices of the comparables are reduced to a standard unit of comparison which provides the common denominator by which the market sales and the subject can be related to each other. In this instance, price per-square-foot of gross building area, including land is used.

SALES COMPARISON APPROACH – Continued

Adjustments to the unit prices are made for dissimilar features in order to indicate the price at which the subject property could reasonably be expected to sell. For this analysis the salient features considered include:

- Architectural style and floor plan.
- Relative Size.
- Construction quality.
- Amenities.
- Age and condition of the improvements.
- Location, access and the nature of surrounding development.
- Availability of competing properties.
- Effect of changing market conditions on selling prices.

Any single comparable may require adjustments for one or all of these factors. The following sales are the most pertinent to our analysis.

SALES COMPARISON APPROACH – Continued

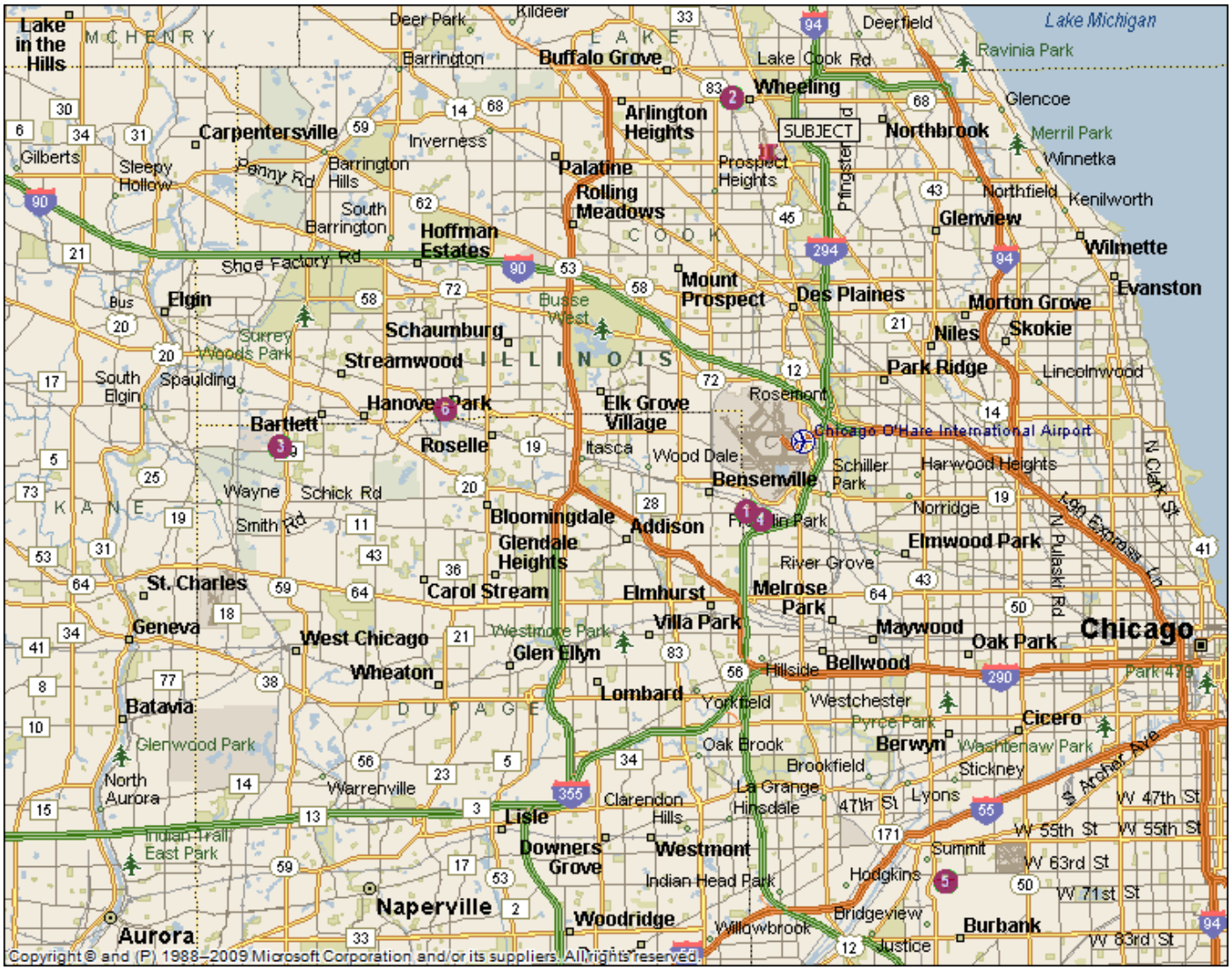
COMPARABLE SALES SUMMARY

No.	Location	Sale Date	Sale Price	Land Area+/-	Zoning	Sale Price Per Sq. Ft.
1	491 Podin Drive Bensenville, IL	Dec-18	$1,590,000	150,427	I-2	$10.57
2	800 Northgate Parkway Wheeling, IL	Jun-16	$2,150,000	607,444	I-3	$3.54
3	1365 Brewster Creek Blvd. Bartlett, IL	Jul-17	$1,957,000	457,380	I	$4.28
4	11333-411 Addison Avenue Franklin Park, IL	May-15	$5,300,000	443,675	I-2	$11.95
5	6901 W. 65th Street Bedford Park, IL	Jan-17	$4,750,000	473,933	M-1	$10.02
6	1 Albion Avenue Schaumburg, IL	Oct-17	$915,000	217,257	M-1	$4.21
Subject	25 & 35 Piper Lane Prospect Heights Illinois	May-18	*$2,746,400	438,722	B-4 Office-Industrial P.U.D.	*$6.26

* An unsigned real estate purchase and sales contract was provided dated May, 2018 between seller City of Prospect Heights/ Non-Home Rule Municipality and buyer Conor Commercial Real Estate LLC, a Delaware limited liability company. The purchase price is $2,750,000 based on a land size of 10.09 acres; if it is determined by a survey that the land is greater or less than 10.09 acres, then the purchase price is adjusted at a rate of $6.26 per square foot of land area. The provided Plat of Survey as reproduced in the addendum states a land size of 438,722±-square-foot, or ~10.07 acres and the basis of our analysis. City of Prospect Heights does not have general property tax.

SALES COMPARISON APPROACH – Continued

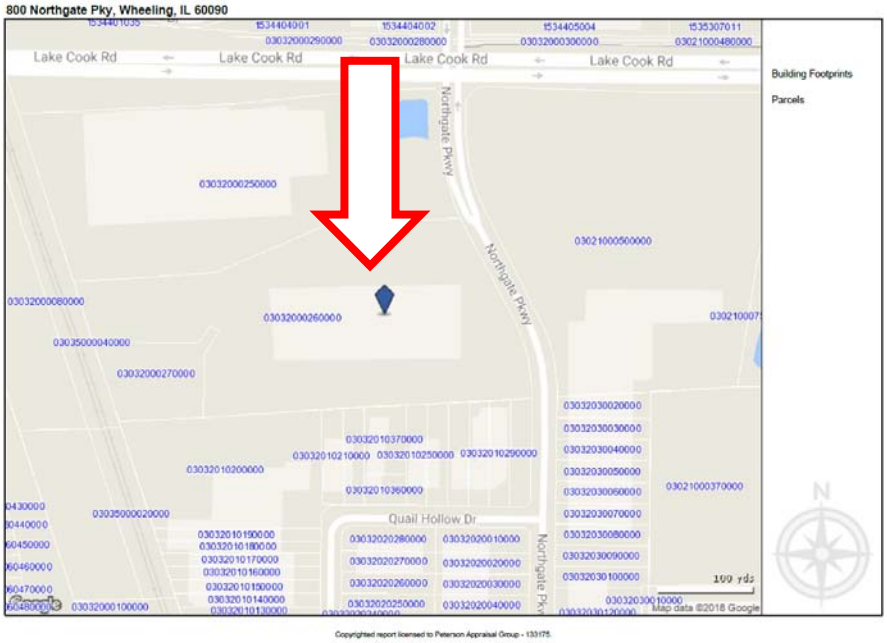
LAND SALES MAP



Land Sale 1

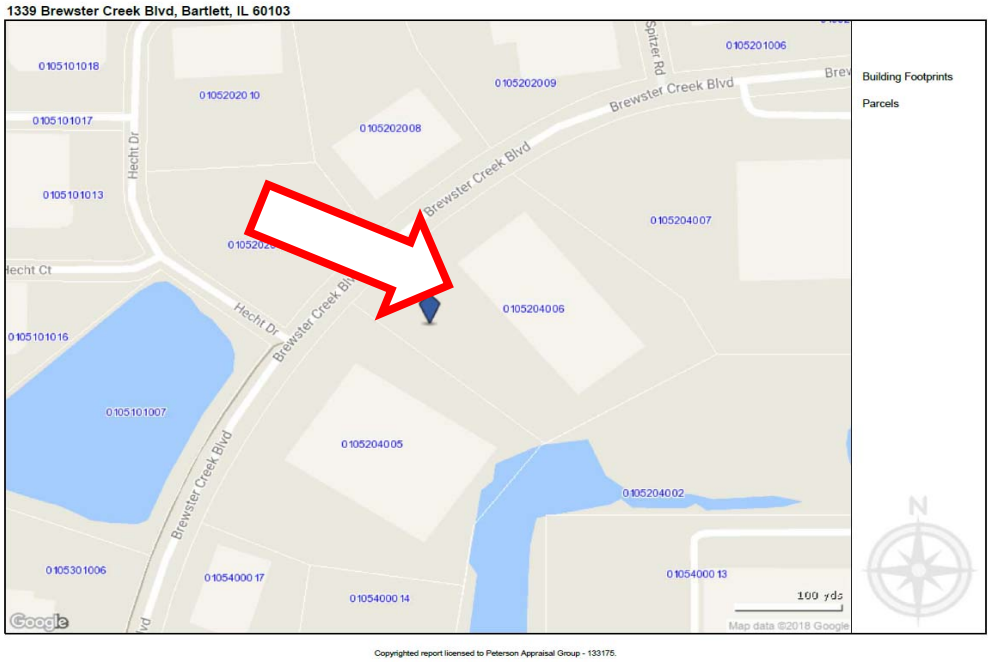
Location:	491 Podin Drive Bensenville, IL
Property Index Number(s):	12-19-100-115-0000; 12-19-100-116-0000
Lot Size (SF):	150,427 square-feet
Zoning:	I-2
Shape:	Regular
Corner:	No
Sale Date:	12/17/2018
Document Number:	1807913041
Data Source:	CoStar ID: 9265446/ Deed / Cook County Tax Portal/ Bensenville Zoning Map/ Tax Map/ MK (06/18)
Buyer:	The Teresa Rooney Revocable Living Trust 2007
Seller:	WBS Equities, LLC
Price:	$1,590,000
Price Per Sq. Ft.:	$10.57
Comments:	This comparable was on the market for 93 months and 11 days with an asking price of $1,800,000 (12% discount). Proposed use is an industrial, truck terminal warehouse. There is 1-curb cut from Podlin Road. It is located ~7.6 miles from Chicago O'Hare Airport.

Land Sale 2



Location:	800 Northgate Parkway Wheeling, IL
Property Index Number(s):	03-03-200-026-0000
Lot Size (SF):	607,444 square-feet
Zoning:	I-3
Shape:	Irregular
Corner:	No
Sale Date:	06/02/2016
Document Number:	1615819109
Data Source:	CoStar ID: 3634562/ CRE listing/ Deed / Cook County Tax Portal/ Wheeling Zoning Map/ Tax Map/ MK (06/18)
Buyer:	HP wheeling 1, LLC
Seller:	Frito-lay North America, Inc.
Price:	$2,150,000
Price Per Sq. Ft.:	$3.54
Comments:	This comparable was on the market for 85 months. Proposed use at time of sale was a 205,000 sf industrial building with 2.11 acre dedicated for a detention. It is located ~17.4 miles north of Chicago O'Hare Airport.

Land Sale 3



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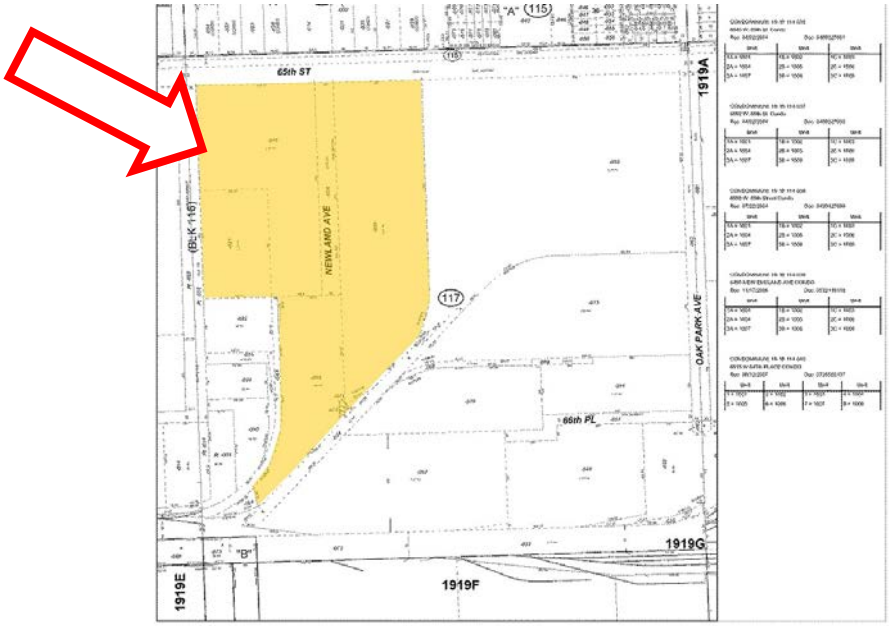
Location:	1365 Brewster Creek Boulevard (based on DuPage parcel information) Bartlett, IL
Property Index Number(s):	01-05-204-006-0000
Lot Size (SF):	457,380 square-feet
Zoning:	I
Shape:	Generally regular
Corner:	No
Sale Date:	07/12/2017
Document Number:	R17-080775
Data Source:	CoStar ID: 399622/ Deed/ DuPage County GIS Parcel Viewer/ MK (06/18)
Buyer:	Elmhust –Chicago Stone Company
Seller:	Ridge Partners II LLC
Price:	$1,957,000
Price Per Sq. Ft.:	$4.28
Comments:	A 180,000 square feet, owner-user industrial site is proposed for the acquisition.

Land Sale 4

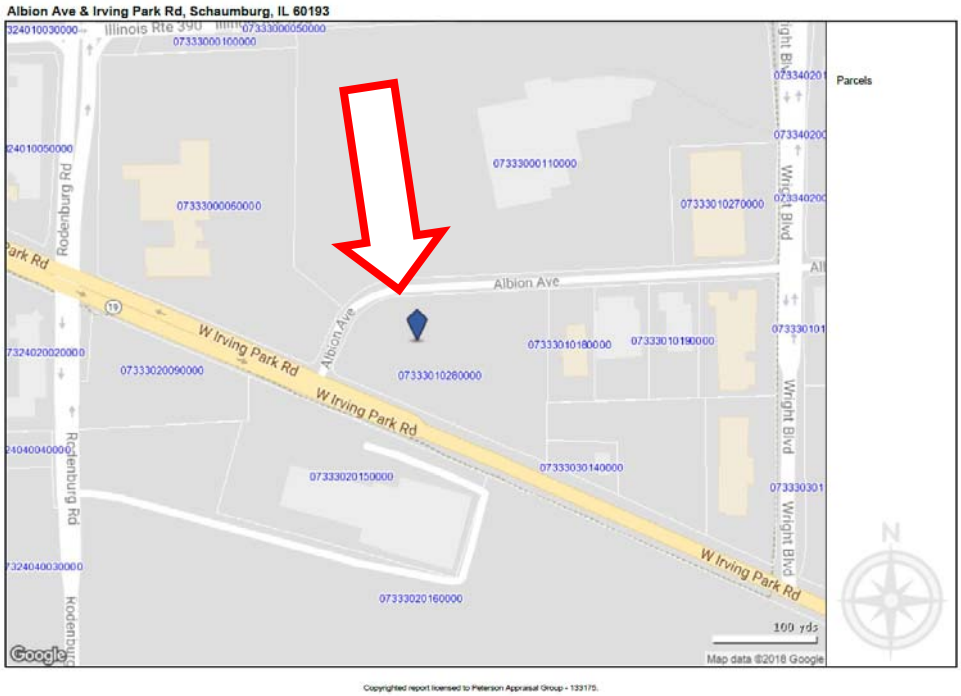
Location:	11333-411 Addison Avenue Franklin Park, IL
Property Index Number(s):	12-19-400-049-0000
Lot Size (SF):	443,675 square-feet
Zoning:	I-2
Shape:	Irregular
Corner:	No
Sale Date:	05/19/2015
Document Number:	1514910009
Data Source:	CoStar ID: 3634562/ Deed / Cook County Tax Portal/ Franklin Park Zoning Map/ Tax Map/ MK (06/18)
Buyer:	113333 Addison Investors LLC
Seller:	MGL Properties, LLC
Price:	$5,300,000
Price Per Sq. Ft.:	$11.95
Comments:	This comparable is located in the superior O'Hare submarket. The buyer purchased the land as an investment with plans to build a 221,896 SF spec distribution center.

Land Sale 5



Location:	6901 W. 65th Street Bedford Park, IL
Property Index Number(s):	19-19-117-004, 005, 031, 042, 065, 071 & 074-0000
Lot Size (SF):	473,933 square-feet
Zoning:	M-1
Shape:	Irregular
Corner:	No
Sale Date:	01/05/2017
Document Number:	1701034048
Data Source:	CoStar ID: 3800318/ Deed / Survey (Site Plan)/ Tax Map/ MK (06/18)
Buyer:	6901 Bedford LLC
Seller:	Elgin BB LLC
Price:	$4,750,000
Price Per Sq. Ft.:	$10.02
Comments:	This comparable was on the market for 27 months and 12 days with an asking price of $5,000,000 (5% discount). The subject was purchased to build a 300,000 SF industrial building. The site is approved for a 6B and enterprise zone. The prior development was demolished in 2015.

Land Sale 6



Location:	1 Albion Avenue Schaumburg, IL
Property Index Number(s):	07-33-301-028-0000
Lot Size (SF):	217,257 square-feet
Zoning:	M-1
Shape:	Irregular
Corner:	Yes
Sale Date:	10/27/2017
Document Number:	1730347056
Data Source:	CoStar ID: 4098281/ Deed / CCRD/ Plat of Survey/ Tax Map/ MK (06/18)
Buyer:	Paddock Publications, Inc.
Seller:	Berman Lapetina Enterprises
Price:	$915,000
Price Per Sq. Ft.:	$4.21
Comments:	This comparable is located in the Schaumburg submarket: ~22.3 miles northwest of O'Hare Airport.

SALES COMPARISON APPROACH – Continued

ANALYSIS OF COMPARABLE SALES

Adjustments are made to reflect variances between the subject property and comparable data. The following factors are considered in our analysis.

Property Rights Conveyed

When real property rights are bought and sold, the contract of sale may include the entire bundle of rights; or only a portion of those rights. An adjustment for property rights considers the differences in legal estate (interest) between the subject property and the comparable sales. Specific interests convey different rights to a property. The owner of the entire bundle of rights in a real property has absolute ownership of the fee simple estate. The sale of an income-producing property subject to existing leases that encumber the title is the most prevalent example the sale of a partial interest called the leased fee interest. Adjustments are necessary when the subject property or any of the comparable properties are encumbered by below-market leases, or are not at stabilized occupancy levels. Adjustments are also required if the transaction involves additional rights and restrictions, and additional property, such as personal property.

Financing

The availability of financing affects both the supply of real estate and property values. In most cases, the cost and availability of financing have an inverse relationship; high interest rates and other costs usually are accompanied by a decline in the demand for credit. The adjustment for financing considers the differences in financing terms between the subject property and the comparable sales. The definition of market value requires an opinion of the value of the subject in terms of cash or its equivalent. Adjustments are made for sales financed with terms not readily available to typical buyers. Examples are the assumption of an existing mortgage at a favorable interest rate, interest rate buydowns, installment contracts, wraparound mortgages and seller financing. Where sufficient information exists we convert the transaction price of the comparable sales into a cash equivalent quantity. The adjustment reflects the impact of the different financing arrangement on the comparable sale price.

Conditions of Sale

If a comparable sale reflects unusual situations, we make appropriate adjustments for the motivations of the buyer and the seller, or for atypical conditions of sale. Situations requiring adjustment may include 1031 tax exchanges, assemblies, condemnation, sales between related parties, pending divorce, partnership dissolution and financial problems. For example, a sale price may be below-market if the seller needs cash in a hurry. A financial, business, or family relationship between the parties to a sale may also affect the price. A corporation may record a sale to an affiliate at a non-market price to serve a business interest. A family member may sell property to a relative at a reduced price. Even an arm's-length transaction can reflect atypical motivations due to unusual tax considerations, lack of exposure on the open market, or complex eminent domain proceedings.

SALES COMPARISON APPROACH – Continued

Under normal market conditions sales of real estate owned (REO) by financial institutions, distressed sales, short sales and sales of foreclosures, would ordinarily be considered a forced sale with the seller operating under some degree of duress and not typical of a market sale. The current market is anything but normal. Rather it is saturated by sales suggestive of some kind of impairment. Rather it is saturated by sales suggestive of some kind of impairment.

USPAP does not specifically address which sales should or should not be considered in an appraisal assignment; however, in Frequently Asked Questions Number 129, appended to the 2016-2017 edition, does state that:

> There are many appraisal assignments where, in order to achieve credible results, it is necessary to use "distress" (e.g., REO or Short Sales) properties as comparable sales. However, foreclosure sales, defined by *Black's Law Dictionary* as "the sale of mortgaged property, authorized by a court decree or a power-of-sale clause, to satisfy the debt" are seldom based on market expectations.
>
> When there is a glut of distress sales in the marketplace, and those properties are truly comparable to the subject, it would be misleading not to use them as part (or in some cases all) of the basis for a value conclusion.

The Appraisal Institute offers this guidance:

> In some markets with limited data, the appraiser cannot discard any sales and must use comparable sales with unusual conditions of sale. As an example, suppose the appraiser finds that all the comparable sales were reported to have sold with the sellers under duress to sell because of a high rate of foreclosures. Too much competition or a poorly performing market could cause a similar situation.[6]

The prevalence of distressed sales, short sales and sales are regarded as generally indicative of current market realities, nevertheless, upward adjustments may be necessary where such conditions exist.

Buyer Expenditures

Costs incurred by the buyer immediately after the sale, and anticipated in the negotiation of the purchase price, are properly considered as part of the acquisition price. These may include demolition, correction of deferred maintenance, rezoning costs, demolition and environmental remediation.

Market Conditions (Time)

An adjustment for market conditions may be necessary for sales if price appreciation or depreciation is common in the market, or if other factors such as tax law changes, moratoriums, or fluctuations in supply and demand have influenced values over the time of the sales. Adjustments for market conditions are not always positive; they can be negative especially in time of troubled real estate markets.

[6] *The Appraisal of Real Estate*, 14th ed. p. 411

SALES COMPARISON APPROACH – Continued

Location

Adjustments may be necessary to reflect the differences in value attributable to a property's location or market area. Although comparable properties in the same market area have similar general locational characteristics, property specific variations may exist. The key locational characteristics we considered include access, visibility, supply and demand near the subject, surrounding uses, reputation of the market area and traffic.

Size

Generally smaller parcels tend to sell at higher unit prices than larger factors, all other factors being equal. However, a site that is too small may have limited utility and may be too small to support optimal development. Therefore, in some cases, particularly in urban areas, a larger parcel may command a premium as it may have greater functional utility, increased developmental flexibility, and more potential uses. An assemblage of several smaller lots into one large parcel may therefore have a greater unit price than that of each lot taken individually. In certain instances, a developer may be forced to pay a premium for "plottage" to acquire the land needed to complete an assemblage.

Other Physical Characteristics

To the extent that they affect value, differences are considered in such physical characteristics as topography, the shape of the parcel, frontage and flood plain.

Utilities

All municipal and public service utilities are available and connected to the subject site. Utilities do not automatically enhance property value; whether utilities add value depends on the property's highest and best use.

Zoning

Sites with the same zoning often have the same or similar highest and best use, which makes zoning an important element of comparison. Different government regulations can affect the types and intensities of allowable uses on a site; however, the differences in allowed densities do not affect unit value significantly in the local area under prevailing market conditions.

Economic Characteristics

Economic characteristics include attributes that affect a property's income, such as property taxes. No adjustment is made if the attribute is already reflected in another element of comparison.

A summary of the adjustments is shown in the following. If the comparable is superior to the subject, the indicated unit price is adjusted downward, if the comparable is inferior to the subject, the indicated unit price is adjusted upward, and if the comparable and the subject are similar, no adjustment is needed.

SALES COMPARISON APPROACH – Continued

LAND SALES ADJUSTMENT GRID

Characteristics	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
Price Per Sq. Ft.	**$6.26**	**$10.57**	**$3.54**	**$4.28**	**$11.95**	**$10.02**	**$4.21**
Property Rights Conveyed	Fee Simple	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Financing	Market	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Conditions of Sale	Arm's Length	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Buyer Expenditures	None	None	None	None	None	None	None
Adjustment		0	0	0	0	0	0
Market Conditions	May-18 (contract) Jun-18 (effective)	Dec-18	Jun-16	Jul-17	May-15	Jan-17	Oct-17
Adjustment		0	0	0	0	0	0
Location		Superior	Similar	Inferior	Superior	Superior	Similar
Adjustment		- -	0	+	- -	- -	0
Physical Characteristics:							
Size (Sq. Ft.)*	438,722	150,427	607,444	457,380	443,675	473,933	217,257
Adjustment		0	0	0	0	0	0
Shape/Configuration	Regular	Functionally Similar	Functionally Similar	Functionally Similar	Functionally Similar	Functionally Similar	Functionally Similar
Adjustment		0	0	0	0	0	0
Topography	Level	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Floodplain	Zone X	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Utilities	All or Nearby to site	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Zoning	B-4/ Office-Industrial	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Economic Characteristics:	Cook Tax Rate	Cook	Cook	DuPage	Cook	Cook/6B	Cook
Adjustment		0	0	-	0	-	0
Net Adjustment*		-	0	0	-	-	0
Unit Price Indication		**Less than $10.57**	**+/- $3.54**	**+/- $4.28**	**Less than $11.95**	**Less than $10.02**	**+/- $4.21**

***While a plus or minus on the adjustment grid reflects an adjustment for certain property characteristics, it is not necessarily weighted equally in our overall value conclusion**

****The comparables and subject sites are generally purchased by owner-users and there does not appear to be price variance related to size. As such, no major adjustment was made for this element of adjustment.**

SALES COMPARISON APPROACH – Continued

In analyzing the comparable sales we use the price per-square-foot as the unit of comparison. The comparables were selected based upon their overall similarity to the subject. In some cases, we may have expanded our search parameters to find more comparable data. Prospect Heights has property tax rates that are somewhat higher than most surrounding communities. The subject is also not located in an industrial park but in close proximity to several apartment and condominium developments. Expressway access is also a mile or two away in either direction. After adjustments, the comparable land sales indicate a price range from $4.28 to $11.95 per square foot. The sales that formed the upper range are located south of the subject in the O'Hare submarket and near south submarket in superior industrial market areas with superior access to interstate highways and O'Hare Airport. As such, it is our opinion that the subject would not reach the upper range of the comparables.

In reconciling the value indications derived from the comparable sales into a single value indication, we find that the comparables are enough similar to the subject in size, location and other physical and economic characteristics to produce a reliable opinion of value. We confirmed the accuracy of the data used by crosschecking data sources. Market evidence supports the adjustments and the analysis results in a reasonable range of values.

After adjustments a unit value of $6.00- $6.50 per-square-foot is concluded. A total value indication is calculated by multiplying the unit value by the site area as follows:

438,722 sq. ft. x $6.00- $6.50 per-square-foot = $2,632,332 to $2,851,693

In final analysis, the subject's proposed contract price is reasonably supported and concluded.

LAND VALUE AS IF VACANT (ROUNDED): $2,745,000

FINAL RECONCILIATION AND CONCLUSION

In the reconciliation process each value indication is weighed based on its relative significance, applicability, and defensibility. The approach or approaches that are most appropriate to the purpose of the appraisal are also considered. The accuracy of each approach is evaluated in terms of the appraiser's confidence in the quality, quantity, and reliability of the data utilized in forming conclusions. In this instance, the three traditional approaches provided the following indications of value:

Value Indicators	
Cost Approach	NA
Income Capitalization Approach	NA
Sales Comparison Approach	$2,745,000

There are six techniques for the valuation of land: sales comparison; extraction; allocation; land residual income capitalization; direct capitalization; and subdivision analysis. When an adequate number of similar vacant land sales exist, sales comparison is the preferred technique and the method most often used in the market. We found enough land sales in the subject's immediate vicinity and in competing market areas that are comparable to the subject. The adjustments required are supported by the market. The unit price indicators for the subject are within the range indicated by the market data so that the resulting opinion of value is reliable and indicative of the prevailing market conditions. Because the approach applied is the more applicable method for estimating the subject's value, we rely entirely on the sales comparison approach in our final value estimate of the contributory value subject land. Therefore, in our opinion, the market value of the fee simple interest in the land as if vacant, expressly subject to the Assumptions and Limiting Conditions contained in this report, as of June 8, 2018, is:

TWO MILLION SEVEN HUNDRED FORTY FIVE THOUSAND DOLLARS
($2,745,000)

The opinions of value are predicated upon the subject property being free and clear of environmental contamination and in conformance with all applicable health and safety codes.

The subject has non-exclusive easements primarily at the mid-section of the west site area extending to the rear, and along the mid-section extending the length of the site. The proposed building development would be built-over the easements. This appraisal assumes that the easements do not restrict development. The incorporation of this assumption has dramatic effect on the analysis and conclusion of this appraisal.

ADDENDA

GLOSSARY

GLOSSARY

As is market value- The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.*

Assessed value- The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value.*

Capitalization rate (R)- A ratio of one year's net operating income provided by an asset to the value of the asset; used to convert income into value in the application of the income capitalization approach.*

Cash equivalency analysis- An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash or its equivalent.*

Condominium- A multiunit structure, or a unit within such a structure, with a condominium form of ownership.*

Contract Rent- The actual rental income specified in a lease.*

Economic life- The period over which improvements to real estate contribute to property value.*

Effective age-The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age.*

English Basement- In the United States, the lowest floor of a residential building that is partly below, but mostly above, grade; the principal entrance to the building is at the level of the floor above.

Excess Land- Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately.*

Fee Simple Estate- Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.*

Floor area ratio (FAR)- The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.*

Gross building area (GBA)- 1. Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. 2. Gross leasable area plus all common areas. 3. For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space.*

Gross leasable area (GLA)- Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces.*

Gross living area (GLA)- Total area of finished, above-grade residential space; calculated by measuring the outside perimeter of the structure and includes only finished, habitable, above-grade living space. (Finished basements and attic areas are not generally included in total gross living area. Local practices, however, may differ.)*

Ground floor area- The area in a building computed from the exterior dimensions of the ground floor; also called building footprint or plot coverage.

Glossary- Continued

Highest and best use- 1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet area legal permissibility, physical possibility, financial feasibility, and maximum productivity. 2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use of for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS) 3. The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)*

Insurable value- A type of value for insurance purposes.*

Investment value- 1.The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives. (IVS)*

Leased Fee Interest- The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.*

Leasehold interest- The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.*

Market Rent- The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).*

Net rentable area (NRA)- The amount of space rented to individual tenants, excluding common areas such as basements, corridors and stairways.

Physical life- 1.An estimate of how old a building or improvement will be when it is worn out. 2. The total period a building lasts or is expected to last as opposed to its economic life.*

Prospective Opinion of Value- A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.*

Remaining economic life- The estimated period over which existing improvements are expected to contribute economically to a property; an estimate of the number of years remaining in the economic life of a structure or structural components as of the effective date of the appraisal; used in the economic age-life method of estimating depreciation.*

Rentable area- For office or retail buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.*

Retrospective value opinion- A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion".*

Glossary- Continued

Special Flood Hazard Area (SFHA) - The land area covered by the floodwaters of the base flood is the Special Flood Hazard Area (SFHA) on NFIP maps. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies. The SFHA includes Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE, and V. (Source: Federal Emergency Management Agency (FEMA)

Surplus Land- Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.*

Usable area- 1. For office buildings, the actual occupiable area of a floor or an office space; computed by measuring from the finished surface of the office side of corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. Sometimes called net building area or net floor area. 2. The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas.*

Useful life- The period of time over which a structure or a component of a property may reasonably be expected to perform the function for which it was designed.*

Use value- The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Use value may or may not be equal to market value but is different conceptually.*

Value in exchange- A type of value that reflects the amount that can be obtained for an asset if exchanged between parties. Examples include market value, fair value, liquidation value, and disposition value.*

Value in use- The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually.*

Yield rate (Y) – A rate of return on capital, usually expressed as a compound annual percentage rate. A yield rate considers all expected property benefits, including the proceeds from sale at the termination of the investment. *

* Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 6th ed. Chicago. 2015.

EXHIBITS

REAL ESTATE PURCHASE AND SALES CONTRACT

THIS REAL ESTATE PURCHASE AND SALES CONTRACT (the "**Contract**") is made as this ___ day of May, 2018 (the "**Effective Date**") by and between Conor Commercial Real Estate LLC, a Delaware limited liability company (the "**Buyer**"), and the City of Prospect Heights, an Illinois non-home rule municipal corporation (the "**Seller**"). The Seller and the Buyer are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

AGREEMENT:

1. **THE SELLER IS AN ILLINOIS NON-HOME RULE MUNICIPALITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF SELLER'S CITY COUNCIL AND THE PROVISIONS OF ILLINOIS MUNICIPAL CODE, IN PARTICULAR 65 ILCS 5/11-76 *ET SEQ.***

2. **SALE**. The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, upon the terms and conditions set forth in this Contract, fee simple title to a parcel of land commonly known as 25 & 35 Piper Lane, Prospect Heights, Illinois 60070, consisting of approximately 10.09 acres, which real property is more thoroughly described on Exhibit A attached hereto and made a part hereof (the "**Land**"); along with all buildings, structures, fixtures, and other improvements located on the Land, including all right, title and interest in Seller in and to adjacent streets, easements and rights-of-way appurtenant to the Land (collectively the "**Improvements**" and together with the Land the "**Property**").

3. **PURCHASE PRICE**. The purchase price for the purchase of the Property by Buyer is **Two Million, Seven-Hundred and Fifty Thousand and NO/100 dollars ($2,750,000.00)** (the "**Purchase Price**"), subject to adjustments and prorations as set forth herein. At Closing, Buyer shall pay to Seller, in good and available US currency, the Purchase Price. If the gross acreage of the Land is greater or less than 10.09, as determined by the Survey (as hereinafter defined), then the Purchase Price shall be adjusted up or down, accordingly, at the rate of Six and 26/100 Dollars ($6.26) per square foot of land area.

4. **EARNEST MONEY DEPOSIT.** Within five (5) business days of the Effective Date, acting by and through their respective attorneys, the Parties and the Title Company (as hereinafter defined) shall establish a joint order escrow pursuant to the Title Company's standard Strict Joint Order Escrow Instructions. On the same day the Joint Order Escrow is established, the Buyer shall deposit into the Strict Joint Order Escrow earnest money in the amount of **Fifty Thousand and NO/100 Dollars ($50,000.00)** (the "**Earnest Money**"). In the event the Earnest Money, or any part of it, is placed into an interest-bearing or investment account at the request of the Buyer, all interest or earnings shall accrue and be added to the Earnest Money and credited to the Buyer at Closing, provided that Buyer will be solely responsible for the payment of any investment fee(s) associated with the Earnest Money.

5. **CLOSING DATE.** The closing (the "**Closing**") of the contemplated purchase and sale of the Property shall take place through a deed and money escrow (the "**Escrow**") within 30 days following the Due Diligence Period. The Closing shall occur at First American Title Insurance Company's (the "**Title Company**") downtown Chicago, Illinois national commercial services offices.

6. **DUE DILIGENCE.** The Seller shall deliver to the Buyer all of the documents listed on **Exhibit B** (collectively the "**Due Diligence Documents**") which are in Seller's possession within five (5) business days of the Effective Date. If the Seller cannot locate any of the Due Diligence Documents, the Seller shall provide the Buyer written notice of the same. The Buyer shall have the right, at its sole cost and expense, for a period of one hundred twenty (120) days from the Approval Date (as defined in

Section 27) to select and retain environmental and other consultants to examine and inspect the physical condition of the Property and to review the Due Diligence Documents (the **"Due Diligence Period"**).

A. **Access.** During the Due Diligence Period, the Buyer and the Buyer's consultants, contractors and agents shall have full access to all of the Property during normal business hours. Buyer shall email Seller at jwade@prospect-heights.org and dpeterson@prospect-heights.org prior to each time Buyer intends to access the Property. The Buyer shall be allowed to bore holes and remove samples from the Land for testing. The Buyer shall indemnify and hold harmless the Seller from and against any costs or liabilities to the extent caused by Buyer and its agents and representatives in performing said inspection, excluding the mere discovery of any environmental condition or contamination; provided, further, that the foregoing indemnity specifically excludes any incidental, consequential, special, punitive or similarly speculative types of damages, and shall restore the Property to substantially its original condition promptly after each such inspection.

B. **Survival of Indemnification and Hold Harmless.** Notwithstanding, anything to the contrary in this Contract, the indemnification, hold harmless and restoration obligations of Buyer within this Section 6 shall survive termination of the Contract for six (6) months and shall be in addition to and shall not merge into the default remedy(s) listed in Section 18.

C. **Extension of Due Diligence.** Buyer shall have the right to extend the Due Diligence Period by three (3) additional periods of thirty (30) days each in order to complete the entitlement of the Property and to obtain project incentives from the City of Prospect Heights, County of Cook and/or State of Illinois by providing Seller written notice of the same, and in connection with exercise of each such right to extend, depositing an additional Ten Thousand and No/100 Dollars ($10,000.00) (each, a "**Supplemental Earnest Money Deposit**") as "Earnest Money" hereunder prior to the expiration of the then-current Due Diligence Period. The Supplemental Earnest Money Deposit(s) shall be non-refundable to Buyer but shall be applicable against the Purchase Price at Closing.

D. **Obligation to Share Certain Due Diligence Documents.** The Buyer shall immediately provide to the Seller copies of any environmental reports, studies and the like that Buyer obtains about the Property from any consultant, appraiser, engineer or the like. In addition, the Buyer shall provide to the Seller a written log of any invasive testing done on the Property during the Due Diligence Period, to the extent obtained by Buyer. The obligation of Buyer under this Section 6D shall survive termination of the Contract.

7. **BUYER'S OPTION TO TERMINATE CONTRACT.** During the Due Diligence Period, if the Buyer is not satisfied with the condition of the Property for any reason or no reason in the Buyer's sole discretion, then the Buyer shall have the right, upon written notice to the Seller on or prior to the expiration of the Due Diligence Period, to terminate the Contract, in which event the Earnest Money, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller, shall be immediately returned to the Buyer. If notice of the Buyer's election to terminate this Contract is not served within the time specified herein, the provisions of this Section shall be deemed waived by the Buyer and this Contract shall remain in full force and effect and the Earnest Money shall be non-refundable except in the case of default by the Seller.

8. **TITLE INSURANCE**. Within fifteen (15) calendar days of the Approval Date, Seller shall, at its sole cost and expense, obtain a commitment for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price (the "**Title Commitment**"), together with true, complete and legible copies of all recorded covenants, conditions, easements, restrictions and other title

exceptions affecting the Property. The Title Commitment shall contain an agreement by the Title Company that the title insurance policy which will be issued pursuant to the Title Commitment (the "**Title Policy**"). If the Title Commitment or the Survey (defined below) discloses exceptions to title, which are not acceptable to Buyer (the "**Unpermitted Exceptions**"), then the Buyer shall have ten (10) business days from the later of the delivery of the Title Commitment or the Survey to object to the Unpermitted Exceptions by sending to the Seller a letter listing the same (the "**Buyer's Objection Letter**"). If after giving Buyer's Objection Letter to Seller, Buyer receives any amendment or update to the Title Commitment or Survey which shows new Unpermitted Exceptions, Buyer shall have five (5) business days to provide Seller an updated Buyer's Objection Letter. All items on the Title Commitment or the Survey that are not objected to within ten (10) business days from the later of the delivery of the Title Commitment or the Survey, or within five (5) business days from the receipt of any update to the Title Commitment or Survey (the "**Permitted Exceptions**") shall be deemed accepted by Buyer. Seller shall then have ten (10) business days from the date of receipt of the Buyer's Objection Letter to respond ("**Response Notice**") outlining which Unpermitted Exceptions Seller agrees to cure on or before Closing and which Unpermitted Exceptions Seller is not willing to cure on or before Closing. The failure of Seller to deliver a Response Notice shall be deemed Seller's election not to cure the Unpermitted Exceptions. If Buyer is not satisfied with Seller's Response Notice (or lack thereof), then prior to the expiration of the Due Diligence Period, the Buyer, as its sole and exclusive remedy, may elect to either (i) terminate this Contract and receive a refund of the Earnest Money, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller; (ii) extend the period of time for Seller to remedy such Unpermitted Exceptions or defects by no more than thirty (30) days, provided that if Seller cannot remedy such Unpermitted Exceptions or defects within said thirty (30) day period, Buyer may elect to proceed under (i) or (iii) hereunder; or (iii) proceed to Closing with the Parties acknowledging that this Contract is for the sale and purchase of the Property in the condition reflected in the Title Commitment and Survey, with a deduction from the Purchase Price in an amount necessary to discharge any unpermitted liens or encumbrances of a definite or ascertainable amount.

9. **SURVEY**. Within 90 days of the Approval Date, the Buyer shall obtain a certified ALTA/ACSM survey of the Property (the "**Survey**") to be performed by a surveyor, which Survey shall contain such additional "Table A" items as may be required by Buyer. The cost of the Survey shall be credited to the Buyer at Closing.

10. **DEED**. The Seller shall convey to Buyer or its nominee fee simple title to the Property by a recordable special warranty deed (the "**Deed**") subject only to the Permitted Exceptions.

11. **CLOSING DOCUMENTS**. On the date of Closing, the obligations of the Parties shall be as follows:

A. The Seller shall deliver or cause to be delivered to the Title Company or Buyer, as necessary to consummate the Closing:

- **i.** the original executed and properly notarized Deed;
- **ii.** the original executed and properly notarized Affidavit of Title;
- **iii.** the Title Policy;
- **iv.** A quitclaim bill of sale, executed by Seller, for any personal property located at the Property;
- **v.** A non-foreign (FIRPTA) affidavit in a customary and satisfactory form;
- **vi.** counterpart originals of Seller's Closing Statement;
- **vii.** such other standard closing documents or other documentation as required by applicable law or the Title Company to effectuate the transaction

contemplated herein, including, without limitation, an ALTA Statement and GAP Undertaking; and

viii. True and correct copies of all surveys, contracts, or agreements affecting the Property, if any.

B. The Buyer shall deliver or cause to be delivered to the Title Company:

i. the Purchase Price, plus or minus prorations;
ii. counterpart originals of Seller's Closing Statement; and
iii. such standard closing documents or other documentation as required by applicable law or the Title Company to effectuate the transaction contemplated herein.

12. **REAL ESTATE TAXES**. Seller represents to Buyer that the Property is currently tax-exempt and that there are no real estate taxes outstanding on the Property. As a consequence, the Buyer will not receive any credit for real estate taxes at Closing and shall assume responsibility for all real estate taxes accruing on and after the date of Closing.

13. **CLOSING COSTS.** At Closing, the Seller shall pay for all title charges and expenses of or relating to the owner's Title Policy and Title Commitment, the recording costs of the Deed and one-half (1/2) of the fees for the Escrow. At Closing, the Buyer shall pay one-half (1/2) of the fees for the Escrow, the premium for a lender's title insurance policy and any endorsements requested by the lender, if any. All other charges and fees shall be paid by the Party customarily responsible for such charges and fees.

14. **CONVEYANCE TAXES.** The Parties acknowledge that since Seller is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax. Nevertheless, the Seller shall furnish all real estate transfer declarations as required by State, County and local law.

15. **CONDEMNATION**. In the event that between the date hereof and the Closing any condemnation or eminent domain proceedings are initiated or threatened which might result in the taking of any part of the Property, Seller shall promptly notify Buyer of same in writing, and then Buyer, at its sole option, may elect to terminate this Contract without costs, obligation or liability on the part of Buyer, in which event all rights and obligations of the Parties shall cease and the Earnest Money, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller, then held shall be promptly refunded to Buyer. In the event Buyer elects not to so terminate this Contract, Seller shall assign to Buyer at Closing all of Seller's title and interest in and to any award pertaining to the Property made in connection with such condemnation or eminent domain proceedings. Buyer shall notify Seller within thirty (30) days after its receipt of written notice of the initiation or threat of such condemnation or eminent domain proceedings whether it elects to exercise its right to terminate this Contract; provided, however, if Buyer timely notifies Seller that it elects not to exercise its right to terminate this Contract, at the election of Buyer, the Closing shall be delayed by thirty (30) days for Buyer to make such election. If Buyer fails to notify Seller of its election within said thirty (30) day period, such failure shall constitute an election to terminate this Contract as aforesaid.

16. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the date of Closing:

A. **Title & Survey Matters.**

(i) The Seller has good and marketable fee simple title to the Property subject only to the matters disclosed in the Title Commitment and the Survey.

(ii) Except for this Contract and the brokerage contract referenced in Section 19, Seller is not a party to any contract, lease, agreement or commitment to see, convey, lease, assign, transfer or otherwise dispose of any portion or portions of the Property. There is no unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by any person. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property without any material complaint or objection by any person.

(iii) Between the date hereof and the Closing, Seller shall not negotiate or enter into any contracts, agreements or leases pertaining to the Property with any party other than Buyer which would survive the Closing and be binding upon Buyer or the Property.

(iv) As of the Closing, there will be no (i) recapture fees due for any infrastructure developed for or on the Property and (ii) monetary liabilities related to the Property for which or to which the Buyer or the Property will be liable or subject, except for non-delinquent liabilities under the Permitted Exceptions.

(v) The Property abuts on at least one side a public street or road in a manner so as to permit reasonable, customary and adequate commercial and non-commercial vehicular and pedestrian ingress, egress and access to each parcel thereof, or has adequate easements across intervening property to permit reasonable, customary and adequate commercial and non-commercial vehicular and pedestrian ingress, egress and access to each parcel thereof from a public street or road. There are no unreasonable restrictions on entrance to or exit from the Property to adjacent public streets and no conditions which will result in the termination of the present access from the Property to existing highways or roads.

B. **Violations of Zoning and Other Laws.** The Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code, except as provided as part of the Due Diligence Documents. The Property is in compliance with all applicable private restrictions, ordinances, codes, rules, regulations and other laws, including, without limitation, those relating to zoning, subdivision, health or safety. Seller has not received any notice that any permanent certificate of occupancy or other permit required by applicable governmental or regulatory authorities having jurisdiction over the Property has not been issued, has not been paid for, or is no longer in full force and effect.

C. **Litigation.** Seller is not a party to any litigation, arbitration or administrative proceeding (a) with any person or entity concerning any aspect of the Property or having or claiming any interest in the Property, (b) which affects or questions Seller's title to the Property or Seller's ability to perform its obligation under the Contract, or (c) which otherwise affects or relates to the Property. To the Seller's actual knowledge, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. **Eminent Domain.** There is no pending eminent domain, condemnation or other governmental taking of the Property or any part thereof, and to the actual knowledge and belief of the Seller, there is no threatened eminent domain, condemnation or other

governmental taking of the Property or any part thereof. There are no actions which are pending or, to the actual knowledge and belief of the Seller, threatened against the Property or Seller which could reasonably be expected to affect the continued use or possible development of the Property. There exists no unfulfilled obligation on the part of Seller to dedicate or grant an easement or easements over any portion or portions of the Property to any governmental or regulatory authority.

E. **Assessments.** Seller has not received any notice of any special or general assessment or lien affecting the Property. To the Seller's actual knowledge, there are no special or general assessments pending against or affecting the Property.

F. **Authority of Signatories; No Breach of Other Agreements; etc.** The execution, delivery of and performance under this Contract by the Seller is pursuant to authority validly and duly conferred upon the signatories hereto, subject to Section 1 and Section 27. The Contract is, and all other closing documents to be executed and delivered by Seller will be on the Closing, valid and binding obligations of Seller, subject to Section 1 and Section 27.

G. **All Information.** The Seller shall provide all of the Due Diligence Documents and shall not withhold any of the same.

H. **Organization.**

(i) Seller is duly organized and validly existing under the laws of the State of Illinois, and has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, without the joinder of any other person or entity, and all requisite action necessary to authorize Seller to enter into this Contract and carry out its obligations hereunder has been or by the Closing will have been taken.

(ii) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.

I. **Not a Prohibited Person.** Seller, its City Council, nor any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Contract is a Prohibited Person (as defined below).

J. **Environmental Conditions.** Seller has provided to the Buyer all information in its possession related to the environmental condition of the Property, including any environmental reports and studies. The staff of the Seller has no knowledge related to the environmental condition of the Property that is not contained within the environmental reports and studies provided to the Buyer.

K. **Insurance.** Sellers have not received, with respect to the Property, any notice from any insurance company, governmental or regulatory authority or any other person of, nor are there any facts or circumstances which could give rise to any condition, defect, or inadequacy affecting the Property that, if not corrected, would result in termination of insurance coverage or materially increase its cost.

For purposes of this Section 16, the Buyer acknowledges that any clause relating to the knowledge or actual knowledge of the Seller shall mean solely the knowledge of the Seller's current Mayor, City Administrator or City Council.

17. COVENANTS, REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer covenants, represents and warrants to the Seller as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the date of Closing:

A. Duly Organized. The Buyer is duly organized and capable of entering into and fulfilling this Contract.

B. No Breach. Execution and fulfillment of this Contract by the Buyer will not create a breach of or conflict with any other agreement that Buyer is a party to.

C. Pending and Threatened Litigation. To the Buyer's best knowledge, no pending or threatened litigation exists which if determined adversely would impact this Contract.

D. No Representations. Except as provided in this Contract, the Buyer has not relied on any representation, statement, or warranty of the Seller in connection with this Contract and the acquisition of the Property.

E. Not a Prohibited Person. Buyer, Buyer's investors and Buyer's affiliates are not a Prohibited Person (as defined below).

F. No Money Laundering. The funds or other assets Buyer will transfer to Seller under this Contract are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7)

18. DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.

A. This Contract is conditioned on the following matters (collectively, the "**Conditions Precedent**"):

i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions;

ii. the covenants, representations and warranties of the Seller contained in Section 16 are true and accurate on the date of Closing or waived by Buyer in writing before the date of Closing;

iii. The Seller has received approval for this Contract from the City Council and has complied with the requirements of the Illinois Municipal Code in order to convey title to the property;

iv. At no out-of-pocket cost to Seller or its staff, Seller shall assist Buyer in Buyer's efforts to obtain county and state incentives with respect to the Property including, without limitation, executing any applications and other documentation required in connection with the same and shall have approved an ordinance providing for Class 6B tax incentives for the Property in connection with the development thereof as a new Class A industrial facility, as set forth in Section 25 hereof;

v. Any and all leases encumbering the Property shall have been terminated, and any and all parties in possession of the Property shall have vacated the same.

B. **Seller's Default.** If, before the date of Closing, the Buyer becomes aware of any breach of this Contract by the Seller, and the Buyer has not breached this Contract, then the Buyer's sole and exclusive remedy for such breach shall be either to (1) bring an action for specific performance to enforce the terms of this Contract or (2) terminate this Contract and receive a full refund of the Earnest Money and any interest, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller. Notwithstanding anything here to the contrary, if the Property is transferred to a third party in contravention of this Contract, and the Buyer has not breached this Contract, then the Buyer may seek any rights and/or remedies available to Buyer under applicable law, including receipt of damages from Seller.

C. **Buyer's Default.** If, before the date of Closing, the Seller shall become aware of any breach of this Contract by the Buyer, and Buyer fails to cure such default within ten (10) business days following receipt of written notice from Seller, then Seller's sole remedy shall be to terminate the Contract and retain the Earnest Money as liquidated damages. The Parties acknowledge that Seller's actual damages in the event that any uncured default by Buyer occurs hereunder would be extremely difficult or impracticable to determine. Therefore, the Parties acknowledge that the liquidated damages set forth above have been agreed upon, after negotiation, as the Parties' reasonable estimate of Seller's damages and as Seller's sole and exclusive remedy against Buyer in the event that Buyer defaults under this Contract and fails to cure such default within ten (10) business days following receipt of written notice from Seller.

19. BINDING EFFECT. This Contract shall inure to the benefit of and shall be binding upon the managers, members, owners, and/or successors-in-interest of any kind whatsoever of the Parties hereto. The Buyer has the right to assign this Contract to an entity controlled and managed by the Buyer; provided, however, that any assignee of the Buyer shall be jointly and severally liable with the Buyer for all the obligations and responsibilities of the Buyer under this Contract. Should Buyer choose to assign the Contract within the requirements of this Section 18, Buyer must provide written notice to Seller, including a copy the assignment, no later than five (5) business days prior to the Closing.

20. BROKERAGE. Both Parties represent and warrant that they have not worked with nor employed any real estate broker, finder or consultant in conjunction with the transaction contemplated herein except for Cornerstone Investment Properties Brokerage ("**Cornerstone**") and Paine Wetzel. Each Party hereby defends, indemnifies and holds the other Party harmless from and against any claims of brokers, finders, consultants and the like for any commission or compensation by or through acts of that Party in connection with this Contract. This Section shall survive the Closing or the termination of this Contract for an indefinite period. The Seller shall pay the commissions of Cornerstone and Paine Wetzel pursuant to a separate agreement between Seller and Cornerstone (the "**Cornerstone Agreement**"). Paine Wetzel, as broker for the Buyer, will be paid pursuant to the terms of the Cornerstone Agreement. Seller will indemnify Buyer from any failure to pay the brokers as specified herein.

21. NOTICES. Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as FedEx or UPS) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission if sent before 5:00 P.M. on a business day, with the sender retaining a copy of the confirmation of transmission, and if sent after 5:00 P.M. then on the next business day, or (D) by personal delivery on the day of delivery. All notices shall be sent to the Parties as follows:

To Seller:	City of Prospect Heights 8 North Elmhurst Road Prospect Heights, IL 60070 Attn: City Administrator Email: jwade@prospect-heights.org
With a copy to:	Tressler LLP 223 South Wacker Drive, 22nd Floor Chicago, IL 60606 Attn: Kevin Kearney Email: kkearney@tresslerllp.com
To Buyer:	Conor Commercial Real Estate LLC 9500 West Bryn Mawr, Suite 200 Rosemost, IL 60018 Attn: Brian Quigley Email: bquigley@conorcommercial.com
With a copy to:	McDermott Will & Emery LLP 444 West Lake Street, Suite 4000 Chicago, IL 60606 Attn: Ankur Gupta Email: ankurgupta@mwe.com

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner as all other notices are required to be delivered hereunder. For the sake of clarification, all notices, demands, consents and approvals may be sent by Buyer's attorney or by Seller's attorney, on Buyer's or Seller's behalf, as applicable, and such notices sent by Buyer's attorney or Seller's attorney, as applicable, shall be effective notices as if sent by Buyer or Seller, as applicable.

22. MISCELLANEOUS.

A. Time is of the Essence. The Parties agree that time is of the essence throughout the term of this Contract and every provision hereof. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. Interpretation. This Contract provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

C. Section Headings. The headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various provisions herein.

D. Singular and Plural. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

E. **Litigation.** The Parties agree that, for the purpose of any litigation related to this Contract and its enforcement, venue shall be in the State Circuit Court of Cook County, Illinois. Further, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.

F. **No Recording.** Buyer may not record this Contract or any memorandum thereof against the Property, and any such recording by shall be deemed to be a default by Buyer hereunder.

G. **Savings Clause.** If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

H. **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic or facsimile signatures to this Contract shall be deemed sufficient for execution so long as original signatures are delivered to the other party hereto promptly thereafter.

I. **Buyer is Not Disqualified.** The persons signing this Contract on behalf of the Buyer ("**Buyer's Signatories**") swear and affirm hereby that to their actual knowledge, the Buyer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Buyer is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax; or (b) the Buyer has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.

J. **Prohibited Person.** As used in this Contract, the term "Prohibited Person" means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, http://www.treas.gov/offices/enforcement/ofac; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

K. **Site Plan.** Buyer is purchasing the Property with the intention of developing the Property in accordance with the site plan attached hereto as Exhibit C ("Draft Site Plan"), which Seller acknowledges hereby. The Parties agree to cooperate with each other in good faith to finalize the Draft Site Plan, with the understanding that Seller approval of the Draft Site Plan shall occur after Closing, and may require minor modifications to the Draft Site Plan.

23. CONTRACT MODIFICATION. This Contract and the Exhibits attached hereto and made a part hereof embody the entire understanding between the Parties with respect to the Property. This Contract supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal, regarding the Parties and the Property. No extensions, modifications or amendments to this Contract, of any kind whatsoever, shall be made or claimed unless the same is signed by both Parties and dated later than the Effective Date.

24. EXHIBITS. The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A Legal Description of the Property

Exhibit B Due Diligence Documents

Exhibit C Draft Site Plan

25. NO WAIVER OF TORT IMMUNITY. Nothing contained in this Contract shall constitute a waiver by the Seller of any right, privilege or defense to which Seller is entitled under statutory or common law, including but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*

26. 6B APPLICATION. The Seller will provide to the Buyer a lawful resolution, expressly stating that it supports and consents to the filing of a Class 6B Application and that it finds Class 6B necessary for the contemplated development to occur on the Property (the "**6B Resolution**"). The Seller will provide this 6B Resolution within 60 days of Closing. Prior to Closing, the Seller shall provide to the Buyer a resolution stating that it will approve the 6B Resolution contingent on the Buyer taking title to the Property. This Section will survive Closing for a period of one year. The Seller does not make any representations as to the conditions or facts of the Property for Class 6B eligibility. The Parties recognize that the County shall ultimately determine whether or not the Property shall be awarded Class 6B designation.

27. APPROVAL DATE. Pursuant to Section 1, the Seller is a non-home rule unit of local government and, as a consequence, this Contract is subject to the provisions of the Municipal Code, in particular 65 ILCS 5/11-76 *et seq.* After the Effective Date, the Seller shall obtain an appraisal of the Property. If the Purchase Price is less than 80% of the appraised value, then this Contract shall be null and void and the Earnest Money shall be immediately returned to the Buyer. If the Purchase Price is 80% of the appraised value or more, then the Seller shall pass a resolution authorizing the sale of the Property pursuant to this Contract. The date the Seller passes such resolution authorizing the sale of the Property shall be the "**Approval Date**".

* * * *

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* * * *

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the Effective Date.

SELLER:	**BUYER:**
CITY OF PROSPECT HEIGHTS, an Illinois non-home rule municipal corporation	**CONOR COMMERCIAL REAL ESTATE LLC,** a Delaware limited liability company
_____ BY: Nicholas J. Helmer, Mayor	_____ BY: Daniel P. McShane, Secretary

Exhibit A

Legal Description of the Property

LEGAL DESCRIPTION:

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 44 MINUTES 37 SECONDS EAST, BEING AN ASSUMED BEARING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 349.27 FEET TO THE WEST LINE OF THE EAST 989.57 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID WEST LINE BEING THE WEST LINE OF LOT 2 IN BRIARLAKE RESUBDIVISION RECORDED OCTOBER 20, 1989 AS DOCUMENT NO. 89499649; THENCE NORTH 00 DEGREES 45 MINUTES 34 SECONDS WEST, ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 432.88 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF PIPER LANE AS DEDICATED FOR PUBLIC STREET ACCORDING TO TRUSTEES' DEED RECORDED OCTOBER 8, 1987 AS DOCUMENT NO. 87547388; THENCE NORTHWESTERLY ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF PIPER LANE AN ARC DISTANCE OF 82.23 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 71.50 FEET WITH A CHORD BEARING OF NORTH 33 DEGREES 55 MINUTES 29 SECONDS WEST AND A CHORD DISTANCE OF 77.78 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 29 SECONDS WEST, ON THE WEST RIGHT OF WAY LINE OF PIPER LANE AS MONUMENTED,95.42 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 19.02 FEET ON THE ARCE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 13.0 FEET WITH A CHORD BEARING OF NORTH 42 DEGREES 28 MINUTES 14 SECONDS WEST AND A CHORD DISTANCE OF 17.37 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PIPER LANE AS MONUMENTED AND DEDICATED ACCORDING TO SAID DOCUMENT NO. 87547388; THENCE NORTH 85 DEGREES 00 MINUTES 51 SECONDS WEST, ON SAID SOUTHERLY RIGHT OF WAY LINE OF PIPER LANE, 293.88 FEET TO THE NORTHEAST CORNER OF LOT 1 IN PIPER LANE MINIWAREHOUSE SUBDIVISION RECORDED MARCH 22, 1988 AS DOCUMENT NO. 88117034; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER 631.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 1 IN PIPER LANE MINIWAREHOUSE SUBDIVISION, BEING A RE-SUBDIVISION IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 1 LYING WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID NORTHEAST CORNER BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF PIPER LANE AND THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 24; THENCE NORTH 89°46'43" WEST ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID PIPER LANE, 342.30 FEET TO THE POINT OF BEGINNING OF THE AFORESAID EXCEPTION LINE, SAID POINT OF BEGINNING BEING ALSO A CORNER OF SAID LOT 1; THENCE SOUTH 28°4'3" WEST ALONG A WESTERLY LINE OF SAID LOT 1, 72.32 FEET TO A POINT OF CURVE; THENCE CONTINUING

SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1 BEING THE ARC OF A CIRCLE, A DISTANCE OF 214.49 FEET, CONVEX TO THE WEST, HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING OF SOUTH 3°29'20" WEST AND A CHORD DISTANCE OF 207.97 FEET TO A POINT OF TANGENCY; THENCE CONTINUING SOUTH 21°5'24" EAST, 55.61 FEET ALONG A WESTERLY LINE OF SAID LOT 1 TO A POINT OF CURVE; THENCE CONTINUING SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1 BEING THE ARC OF A CIRCLE, A DISTANCE OF 179.68 FEET, HAVING A RADIUS OF 483.00 FEET, CONVEX TO THE EAST, A CHORD BEARING OF SOUTH 10°25'58" EAST AND A CHORD DISTANCE OF 0°13'28" WEST, 132.15 FEET ALONG A WESTERLY LINE OF SAID LOT 1 AND ITS SOUTHERLY EXTENSION TO A POINT ON THE SOUTH LINE OF SAID LOT 1 AND THE POINT OF ENDING FOR SAID EXCEPTION LINE, IN COOK COUNTY, ILLINOIS.

PIN: 03-24-100-045-0000 & 03-24-101-009-0000
COMMON ADDRESS: 25 & 35 Piper Lane, Prospect Heights, IL 60070

Exhibit C

Draft Site Plan

VIA E-MAIL mpeters@tresslerllp.com

June 4, 2018

City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, Illinois 60070

RE: Appraisal Authorization for:
25-35 Piper Lane
Prospect Heights, Illinois 60070

Dear City of Prospect Heights:

This letter is in response to your request for a proposal to provide professional appraisal services for the land appraisal of the real property located at 25-35 Piper Lane, Prospect Heights, Illinois. The subject is reported to be approximately 10 acres of industrially zoned (PUD) land.

Description of Professional Appraisal Services to be Provided
The purpose of the appraisal is to express our opinion of the market value of the real property as of as of a current date. The opinion of value will be subject to the definition of value, assumptions and limiting conditions, and certifications in the appraisal report. It is our understanding that the appraisal report is to be used to assist in establishing a fair market value for property disposition; its use for any other purpose or valuation date may invalidate the appraisal. (The applicable assumptions and limiting conditions are attached).

With your authorization we will prepare an appraisal for the real property in accordance with the *Uniform Standards of Professional Appraisal Practice (USPAP)* Standards Rule 1, which sets forth the requirements for a real property appraisal. The appraisal will be presented in a narrative appraisal report format, in accordance with *USPAP* Standards Rule 2-2(a). The report will include descriptions of the data, reasoning and analysis used to arrive at the market value conclusion sufficient to enable the client and other intended users to properly understand the appraisal. Value opinions will be provided for 100% ownership interest in the subject's fee simple estate, both as is and prospective when complete.

Phone: (773) 763-6750 | CommercialAppraiser.com
PAG@CommercialAppraiser.com | 1234 Sherman Ave, Suite 212
Evanston, IL 60202

The appraisal will be of the real property only. Excluded will be any business enterprise value as well as the value of any personal property, trade fixtures, furniture and fixtures, machinery or equipment, or any intangible items or inventory that are not real property.

Fee and Payment Terms
The appraisal fees are exclusive of any potential court testimony and are not contingent upon any pre-determined value. The fee for completing the appraisal is $1,700.

The fee includes a digital copy in *.pdf format. Printed copies may be requested for an additional charge ($35.00 each). Payment is not contingent on the opinions, conclusions or use of any report or analyses. There will be a 3% service charge for payments made with a credit card.

Timing
Work will commence immediately upon receipt of an executed copy of this agreement. It will take approximately 2-2.5 weeks to complete the appraisal from the time that a signed copy of this agreement, the appraisal fee and all necessary information is received.

Information Requested For Professional Appraisal Services
The following documents are requested, to the extent that they are available, in order to perform the appraisal:

- Legal description (if available)
- Plat of Survey (if available)
- A copy of a title report or policy (if available)
- Property tax bill (if available)
- Building plans if available (site plan, structural and mechanical drawings, floor plans)
- Cost (actual or budget) for any recent or planned major repairs, replacements or capital improvements, conversion costs, if any; and schedule of completion
- Any additional documents or information that you want us to consider

Proposal Expiration
This proposal, the fee quote and commitment for services are valid for a period of thirty (30) days from the date of this letter. Should you wish to retain our services after that time, please contact us to re-issue the proposal.

Service Conditions
The services will be provided in accordance with the *Uniform Standards of Professional Appraisal Practice (USPAP)*. Compensation is not contingent in any way on the conclusions of value. The accuracy of all data provided by you will be assumed, without independent verification. All files, work papers or documents developed during the course of the engagement will be retained for at least five years.

Any report or analyses may be used only for the purpose stated herein; any use or reliance for any other purpose, by you or third parties, is invalid. You may disclose any report or analyses in entirety to those third parties who need to review the information contained therein. No reference to the Chicago Commercial Appraisal Group, Ltd., or the report, in whole or in part, in any document you prepare and/or distribute to third parties, may be made without our prior written consent.

You agree to indemnify and hold Chicago Commercial Appraisal Group, Ltd., harmless against and from any losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, to which the Chicago Commercial Appraisal Group, Ltd., may become subject in connection with this engagement. You will not be liable for our negligence.

The confidentiality of all conversations, documents provided to us, and the contents of the reports, will be maintained, subject to legal or administrative process or proceedings. These conditions can only be modified by written documents executed by both parties.

The applicable assumptions and limiting conditions are attached.

Acknowledgement and Approval
Thank you for the opportunity to provide professional appraisal services. If this letter sufficiently addresses the services you require, please sign below and fax or mail a copy of the authorization agreement back to our office. We look forward to the opportunity to work with you. If you have any questions, please call me at (773) 763-6750.

Sincerely,

Gary Peterson, MAI, MBA
President

ACCEPTED:

Joseph E. Wade City Administrator 6-7-2018
City of Prospect Heights Date

ASSUMPTIONS AND LIMITING CONDITION

ASSUMPTIONS AND LIMITING CONDITIONS

1. By this notice, all persons and firms reviewing, using or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not accept these assumptions and limiting conditions. These conditions are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the appraiser's/consultant's function is to provide an opinion based on the appraiser's/consultant's observations of the subject property and real estate market as of a certain date. As the property and conclusions may be impacted by the passage of time due to various factors including, by way of description and not limitation: physical changes, economic changes and/or market activity, the opinions are considered to be reliable as of the date of the assignment. Subsequent to that date, the appraiser(s)/consultant(s) reserve the right to amend the analysis and/or conclusion in light of such changed conditions. This appraisal/consulting assignment and report are not an engineering, construction, legal or architectural study or survey and expertise in these areas is not implied.

2. The liability of the Chicago Commercial Appraisal Group, its officers, owners, managers, directors, agents, employees, contractors, subcontractors, and associate appraisers/consultants (hereinafter referred to collectively as "CCAG") is limited to the identified client. There is no accountability, obligation, or liability to any third party except if otherwise specifically stated within the report. CCAG's maximum liability relating to services rendered under this assignment (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to CCAG for the portion of its services or work products giving rise to liability. In no event shall CCAG be liable for any consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if advised of their possible existence. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers/consultants are in no way responsible for any costs incurred to discover or correct any deficiency in the property. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in case of lawsuit (brought by lender, partner, or part owner in any form of ownership, tenant, or any other party), the client will defend and hold Chicago Commercial Appraisal Group, its officers, employees, contractors and associate appraisers/consultants completely harmless. Acceptance of and/or use of this report by the client or any third party is prima facie evidence that the user understands and agrees to these conditions.

3. It is expressly acknowledged that in any action which may be brought against CCAG, arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the CCAG shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the CCAG in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

4. The user/client agrees that any dispute arising from the completion of this assignment shall be settled through mediation and/or arbitration.

ASSUMPTIONS AND LIMITING CONDITIONS – Continued

5. The report is intended to comply with the reporting requirements set forth in the *Uniform Standards of Professional Appraisal Practice (USPAP)* and it may or may not include discussions of the data, reasoning, and analysis used in the process of developing the appraiser's/consultant's opinion. The extent of the discussion and analysis applicable is based on the scope of work and report option outlined in the letter of transmittal and report. In some instances supporting documentation data, reasoning, and analyses is retained in the appraiser's file and/or office. The information contained in the report is specific to the needs of the client and for the intended use stated in the report. The appraiser/consultant is not responsible for unauthorized use of the report.

6. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.

7. The appraisal is valid only for the valuation date indicated and for the purpose stated.

8. No responsibility is assumed for the legal description if provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

9. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated. Responsible ownership and competent property management are assumed.

10. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

11. Information, estimates and opinions contained in the report and obtained from third party sources are assumed to be reliable and have not been independently verified; no warranty is given for their accuracy.

12. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.

13. As far as possible, the appraisers/consultants have inspected the property by personal observation. It is not, however, possible to observe conditions beneath the soil or hidden structural components. In this assignment it is assumed that the existing soil has the proper load bearing qualities to support the existing or proposed improvements where they exist or where they are proposed to exist. In this assignment no investigation of the potential for seismic hazard in the subject area was made. In this assignment mechanical components within the improvements were not critically inspected and no representations are made as to these matters unless specifically stated and considered in this report. In this assignment it is assumed that there are no conditions of the property, site, subsoil, or structures, whether latent, patent or concealed, which would render it less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.

14. All engineering studies are assumed to be correct. Any references to physical property characteristics in terms of quality, condition, cost, suitability, soil conditions, flood risk, obsolescence, etc. are strictly related to their economic impact on the property. No liability is assumed for any engineering related issues.

15. Unless specifically stated otherwise within the report, no earthquake compliance report, engineering report, flood zone analysis, hazardous waste, mold or asbestos analysis was made, provided or ordered in conjunction with this assignment. The client is strongly urged to retain qualified experts in these fields, if so desired.

16. We have made no survey of the subject property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct. The plot, sketches and illustrative material in this report are not exact and are included only to help the reader visualize the property and its location. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.

17. No legal description or survey was furnished to the appraiser/consultant unless specifically stated in this report. Should a survey prove the physical dimensions and acreage of the property used to be inaccurate, it may be necessary for this appraisal to be amended.

18. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

19. Unless otherwise specifically stated in the report, the assignment is based on the following assumptions:

    a. that there is full compliance with all applicable federal, state and local environmental regulations and laws;

    b. that all zoning, building, use regulations and restrictions of all types have been complied with;

    c. that all required licenses, certificates of occupancy, consents, permits, or other documentation required by any relevant legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based; and

    d. that there are no existing judgments or pending or threatened litigation that could affect the value of the property.

ASSUMPTIONS AND LIMITING CONDITIONS – Continued

20. All reported facts, comments, estimates, opinions and statistical information set forth in this report have been obtained from sources believed to be accurate, reliable and knowledgeable, but no liability is assumed for the content or accuracy of the data furnished by others, including information and representations provided by management.

21. It is assumed that all information known to the client of record relative to the valuation has been accurately furnished and that there are no undisclosed leases, agreements, liens, or other encumbrances affecting the use of the property.

22. All data provided by the client or researched from public records is deemed reliable. If any errors are found that could have a material impact on the conclusion, CCAG reserves the right to recall this report and amend the analysis and/or conclusions.

23. The revenue stamps placed on any deed referenced herein to indicate the sale price are assumed to be in correct relation to the actual dollar amount of the transaction.

24. No liability is assumed for matters of legal character affecting the property, including by way of description and not limitation: title defects, encroachments, liens, overlapping lines.

25. Unless otherwise stated within the report, no title evidence pertaining to easements, leases, reservations or other parties-in-interest was furnished.

26. Any liens or encumbrances that may now exist have been disregarded. In valuation assignments property is appraised as though free of indebtedness and as though no delinquency in payment of general taxes and special assessments exist.

27. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.

28. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

29. The appraisers are not building or environmental inspectors. CCAG does not guarantee that the subject property is free of defects or environmental problems. Asbestos containing materials (ACM) and/or mold may or may not be present in the subject property and a professional inspection is recommended.

30. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's opinion and conclusions are predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. Toxic and/or hazardous substances, if present within a facility, can introduce an actual or potential liability that may adversely affect marketability and value. These affects may be in the form of immediate clean-up expense or future liability of cleanup costs (stigma). No consideration was given to such liability or its potential impact on value. Unless otherwise stated in this report, the appraiser has no knowledge of the existence of hazardous materials on or in the property; however, the appraiser not qualified to detect such substances. The client releases Chicago Commercial Appraisal Group from any and all liability related in any way to environmental matters. The intended user is urged to retain a qualified expert in this field if desired.

31. The *Americans with Disabilities Act (ADA)* became effective January 26, 1992. The appraiser has not made a specific compliance surveyor analysis of the property to determine whether or not it is in conformity with the various detailed requirements of *ADA*. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with *ADA* regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the *ADA* would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of *ADA* was not considered in estimating the value of the property. Before committing funds to any property, it is strongly advised that appropriate experts be employed to ascertain whether the existing improvements, if any, comply with the *ADA*. Should the improvements be found to not comply with the *ADA*, a re-appraisal at an additional cost may be necessary to estimate the effects of such circumstances.

32. The appraiser/ consultant may have reviewed available flood maps and may have noted in the report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property. Unless stated otherwise, the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

33. The provision of an insurable value estimate by the appraiser does not change the intended user or the intended purpose of the appraisal. The appraiser assumes no liability for the insurable value estimate provided and does not guarantee that any estimate or opinion will result in the subject property being fully insured for any possible loss that may be sustained. The appraiser recommends that an insurance professional be consulted. The insurable value estimate may not be a reliable indication of replacement or reproduction cost for any date other than the effective date of this appraisal due to changing costs of labor and materials and due to changing building codes and governmental regulations and requirements. Unless otherwise stated, the appraiser has no knowledge of the type of coverage and the company policy regarding underwriting and claims for the real property appraised; also, the appraiser has no knowledge of additional local governmental rules and regulations which may prevail. Any insurable value estimate which may be provided reflects current replacement costs as of the effective value date. It is based on replacing each building as a complete unit at one time. No contents, personal property, land value or other site improvements or permits are included unless otherwise stated. The client/ user understands that additional insurance exclusions or additions are a matter of the actual coverage and underwriting criteria specifically defined in writing in the insurance policy or by ancillary agreements or stated expressly by company policy or excluded from coverage by the policy and its riders and endorsements of which the appraiser has no knowledge, and therefore are not considered in this estimate.

34. Any opinions of value provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the opinion of value, unless such proration or division of interests has been set forth in the report.

35. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

36. In valuation or consulting assignments, any value assigned to improvements is in proportion to the contribution said improvements make to the value of the property as a whole.

37. Appraisal or consulting assignments involving less than the whole fee simple estate are subject to the following additional limitation: “The value reported for such estates relates to a fractional interest only in the real estate involved and the value of the fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.”

38. Appraisal or consulting assignments that relate to geographical portions of a large parcel or tract of real estate are subject to the following additional limitation: “The value reported for such geographical portion relates to such portion only and should not be construed as applying with equal validity to other portions of the larger parcel or tract. The value reported for such geographical portion plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.”

39. Improvements proposed, if any, on or off-site, as well as any repairs required, are considered, for purposes of the appraisal, to be completed in good and workmanlike manner in accordance with the plans, specifications and information submitted to the appraiser.

40. In valuation assignments involving apartments, attempts were made to inspect a representative sample of the total number of units. In these assignments it is assumed that the condition and finish of all units is similar to the condition and finish of the inspected units. If it is determined that units not inspected differ from those inspected units in either condition or finish, the appraiser/consultant reserves the right to recall the appraisal to amend the analysis and/or conclusion.

41. This appraisal is based on the conditions of local and national economies, purchasing power of money, and financing rates prevailing as of the effective date of appraisal.

42. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

43. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions. We have not been engaged to evaluate the effectiveness of management, and we are not responsible for future marketing efforts and other management actions upon which actual results will depend.

44. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

45. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

46. Projections made herein may be forecasts of estimated future operating characteristics and are based on the information and assumptions contained within the appraisal report. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. The user/ client understands that the achievement of the financial projections will be affected by fluctuating economic conditions and are dependent upon the occurrence of other future events that cannot be assured. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material. As projections may be affected by circumstances beyond the current realm of knowledge or control of the appraisers, the appraisers do not warrant that these forecasts will occur. The client agrees to allow the appraiser to revise the conclusion and report in light of these changes. Nevertheless, under the terms of this assignment, we have no obligation to revise this report or analyses to reflect events or conditions which occur subsequent to the date of this report.

47. Assignments prepared based upon provided plans and specifications are based on the assumption that the project is completed in a workmanlike manner in compliance with the plans and specifications. In prospective value assignments, it is understood and agreed that the appraiser/consultant cannot be held responsible for unforeseen events that impact the value or any conclusion presented. The user of the report and client agree that unforeseeable events may alter market conditions prior to completion of the project. The user and client agree the appraiser has the right to amend the report and conclusions in light of the identified changes.

48. Possession of this report, or a copy thereof, does not carry with it the right of publication. No portion of this report may be published or reproduced without the prior written consent of the appraiser/consultant and CCAG.

49. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected, or any reference to the Appraisal Institute or the MAI designation) shall be reproduced or shall be disseminated to the public through advertising, public relations, news, sales, or other media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent and approval of the appraiser.

50. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

51. The appraiser, by reason of the appraisal, shall not be required to give testimony as expert witnesses in any legal hearing or before any Court of Law. In stating his conclusions, the writer takes no responsibility for legal matters, questions of survey, or opinion of title. It is understood that in rendering this opinion, the appraisers are not required to give testimony or appear in court without additional compensation and that we are not required to give testimony or appear in court solely on the grounds of having made this opinion. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment. As of the date of this report, the appropriate hourly rates for personnel are as follows:

MAI:	$300
Senior Appraiser:	$175
Appraiser:	$135
Associate/ trainee:	$100

Such fees are subject to change without notice. If we are subpoenaed by another party, our client identified in this report agrees to pay our fees within 30 days (not the party that subpoena's us).

52. In the event that the subject property enters into condemnation proceedings, it is assumed the appraiser/consultant will be given additional time for court preparation.

53. Compensation for appraisal/consulting services is not dependent upon the delivery of the report.

54. In valuation or consulting assignments, the value found by the appraiser/consultant is in no way contingent upon the compensation to be paid or the appraisal services.

55. The assignment is completed in compliance with the *Uniform Standards of Professional Appraisal Practice (USPAP)* and the *Code of Ethics* of the Appraisal Institute.

56. The appraiser/consultant assumes that any purchaser of the property that is the subject of this report is aware that:

    a. an appraisal of the subject property does not serve as a warranty of the condition of the property;

    b. it is the responsibility of the purchaser to examine the property carefully and to take all necessary precautions before signing a purchase contract; and

    c. any estimate for repairs is a non-warranted opinion of the appraiser/consultant unless otherwise stated.

57. All estimates of value are presented as our considered opinion based on the facts and data appearing in the report. We assume no responsibility for changes in market conditions or for the inability of the owner to locate a purchaser at the appraised value.

58. This appraisal report and all of the appraiser's work in connection with the appraisal assignment are subject to the assumptions and limiting conditions and all other terms stated in the report. Any use of the appraisal by any party, regardless of whether such use is authorized or intended by the appraiser, constitutes acceptance of all such assumptions, limiting conditions and terms.

QUALIFICATIONS OF THE APPRAISERS

QUALIFICATIONS OF GARY T. PETERSON, MAI, MBA

EDUCATION

MAI - Member, Appraisal Institute, Member number 10,435.

MBA - Masters in Business Administration with an emphasis towards finance at the University of Nevada, Las Vegas.

BA - Bachelor of Arts degree with majors in Business Administration and Psychology from Augustana College in Rock Island, Illinois.

STATE CERTIFIED GENERAL REAL ESTATE APPRAISER (Illinois License No. 553.000191)

TYPES OF PROPERTIES APPRAISED

Super Regional Shopping Centers	Motels/Hotels	Funeral Homes
Shopping Centers	Industrial Buildings	Bowling Alleys
Automobile Dealerships	Loft Buildings	Schools
Apartment Buildings	Office Buildings	Single Family Homes
Apartment Complexes	Restaurants	Vacant Land
Air Rights	Truck Terminals	Flea Markets
Subdivision Analysis	Warehouses	Animal Hospitals
Golf Courses	Service Stations	Commercial Buildings
Religious Properties	Not for Profits	Self-Storage
Museums	Banks	Not -For-Profit Institutions

EXPERIENCE

INDEPENDENT FEE APPRAISER. Mr. Peterson has served as an independent fee appraiser since 1988. His focus is on commercial real estate in Northern Illinois and the Greater Chicago Metropolitan Area.

Mr. Peterson is a past Chairman of the External Affairs Committee for the Northern Illinois Chapter of the Appraisal Institute. He also actively invests in real estate including multi-family residential units, commercial property and vacant land. He was formerly engaged in business brokerage and as an acquisitions analyst for small and mid-sized companies.

CIVIC AND PERSONAL ACTIVITIES

Mr. Peterson is an avid runner that has completed three marathons and actively competes at many 5k and 10k distances. He is the past President of the Evanston Running Club (120 members) and is a past member of the CARA (Chicago Area Runners Association) Senate. He is also a member of Evanston Lighthouse Rotary Club.

QUALIFICATIONS OF MATTHEW T. KANG

ASSOCIATE REAL ESTATE TRAINEE APPRAISER
Illinois License Number: 557.006393

EDUCATION

Loyola University, Chicago, IL
B.A. in Political Science

APPRAISAL BACKGROUND

Independent Fee Appraiser appraising a wide variety of commercial and industrial properties which focus on commercial real estate in the greater Chicago Metropolitan area and northern Illinois.

APPRAISAL INSTITUTE COURSE WORK:

Course: Standards of Professional Practice Part A
Course: Standards of Professional Practice Part B
Course: Real Estate Appraisal Principles
Course: Non-Residential Report Writing
Course: Residential Case Studies
Course: Appraisal Procedures
Course 310: Basic Income Capitalization
Course 320: General Applications
Course 510: Advanced Sales & Cost Approaches
General Appraiser Market Analysis and Highest & Best Use
General Appraiser Income Approach / Part 1 & 2
General Appraiser Report Writing and Case Studies

APPRAISAL ASSIGNMENTS

Fee Simple Leased Fee Value in Use
Tax Assessments Economic Analysis

TYPES OF PROPERTIES APPRAISED

Industrial Buildings
Industrial Condominiums
Commercial Condominiums
Supermarkets
Vacant Land
Office Buildings
SRO(Single Residential Occupancy)
Warehouses
Bank
Apartment Buildings
Mixed-Use Facilities
Office Condominiums
Auto Repair/Service Buildings
Restaurants
Banquet Halls
Shopping Centers/Strip Shopping Centers
Medical Office Buildings
Condominium Conversion

PRIVACY POLICY

CHICAGO COMMERCIAL APPRAISAL GROUP PRIVACY POLICY

Chicago Commercial Appraisal Group, like all providers of financial services, is now required by law to inform their clients of their policies regarding privacy of client information.

The Federal Trade Commission (FTC) has ruled that appraisers are now considered to be financial institutions. This stems from the statements by FannieMae, FreddieMac, and FHA that appraisers are considered as part of the financial institution for their participation in the lending process.

Licensed/Certified Appraisers have been and continue to be bound by the Uniform Standards of Professional Appraisal Practice, (USPAP) and Ethics Rules which consist of conduct, management, confidentiality, and record keeping sections. These rules and standards are more stringent than those required by law. Therefore, Chicago Commercial Appraisal Group, has always been diligent about protecting information deemed to be private or confident in nature.

Types of Nonpublic Personal Information Collected

Personal information about you and your property is collected during the course of developing the appraisal process. This is generally accomplished with your prior knowledge and approval. Nonpublic information is provided to our agency by you or obtained by us with your authorization. The purpose of the appraisal process is normally to develop a specific value opinion for a client. The specific value opinion is a part of the requirement for the successful completion of a particular real estate financial transaction.

Parties to Whom We Disclose Information

For current and former clients, this agency does not disclose any nonpublic personal information obtained during the course of developing a property's specific value opinion except as required by law or at the direction of the client to assist in the completion of the particular financial transaction. Such nonpublic information may be disclosed to the client and any identified users of the specific appraisal, review, or consultant reporting process. A fiduciary agreement is automatically in effect between our agency and the identified client and intended users per Ethics Rules and the USPAP. In all such situations, it is specifically stated that all confidential information, analyses, conclusions, survey results, adjustments, and opinions be safeguarded by the appraiser.

Record Keeping Requirements

Our agency retains records relating to the professional services that we provide so that we are better able to assist you with your professional needs and to comply with the requirements of the Ethics Rules contained within the USPAP. In order to secure your nonpublic personal information, our agency maintains physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions. Your privacy, our professional ethics, and the ability to provide you with a quality product or service are very important to us.

CERTIFICATION OF VALUE

CERTIFICATION

I certify that, to the best of my knowledge and belief.....

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Matthew T. Kang has inspected the property that is the subject of this report. Gary T. Peterson, MAI, MBA has personally inspected the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this report.
- The appraisal assignment was not based upon a requested minimum value, a specific value or the approval of a loan. Employment of the appraiser was not conditioned upon the appraisal producing a specific value or a value within a given range. Neither compensation nor employment was based upon approval of a loan application.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, inconformity with the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Gary T. Peterson, MAI, MBA, has completed the continuing education program for designated members of the Appraisal Institute.

Respectfully submitted,

Matthew T. Kang
Appraiser
Associate Real Estate Trainee Appraiser
Illinois License No. 557.006393
Expiration Date: 09/30/2019

Gary T. Peterson, MAI, MBA
President
State Certified General Real Estate Appraiser
Illinois License No. 553.000191
Expiration Date: 09/30/2019
REVIEWED AND APPROVED