



# CARY COMMUNITY CONSOLIDATED SCHOOL DISTRICT

2115 Crystal Lake Road • Cary, Illinois 60013 • (224) 357-5100 • Fax (847) 639-3898

Briargate • Deer Path • Oak Knoll • Three Oaks • Cary Junior High

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Dr. Brian Coleman  
Superintendent

Dawn Barrett  
Director of Curriculum and  
Instruction

Dr. Jennifer Thomas  
Director of Special Services

MeriAnn Bensonen  
Interim Director of  
Finance and  
Operations

To: MeriAnn Bensonen, Director of Finance and Operations

From: Steve Fields, Coordinator of Operations

Date: March 19, 2021

Subject: **Maplewood Sale – Purchase Agreement**  
School Board Meeting, March 22, 2021

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We are presenting an executed Real Estate Purchase Agreement from the AR Building Company Inc. of Seven Fields, Pennsylvania for the purchase of the Maplewood School and Transportation sites at 420 & 340 West Krenz Avenue for \$2,750,000. This is the first step of the process to allow AR Building Company to begin feasibility studies and due diligence. The agreement has been reviewed and negotiated by James Levi of HLERK, the District's Legal Counsel.

## **Recommendation**

**Given the information above, Administration requests that the Board of Education accept and sign the Real Estate Purchase Agreement for the Sale of Maplewood and Transportation to the AR Building Company of Seven Fields, Pennsylvania for \$2,750.000 at the Monday, March 22, 2021 Regular Board of Education Meeting.**

## REAL ESTATE PURCHASE AGREEMENT

**THIS AGREEMENT** is made and entered into as of the date of the last party to execute below, by and between AR Building Company, a Pennsylvania Corporation (“Purchaser”), and the Board of Education of Cary Community Consolidated School District No. 26, McHenry County & Lake County, Illinois (“Seller”).

### WITNESSETH:

**WHEREAS**, title to the Real Estate (as defined below) was previously held in the name of the McHenry County Board of School Trustees, for the use and benefit of Cary Community Consolidated School District #26; and

**WHEREAS**, pursuant to Section 10-22.35B of the Illinois *School Code* (105 ILCS 5/10-22.35B) the legal title to all school buildings and school sites held for the use of any school district in the name of the regional board of school trustees shall vest in the school board of the school district, and the legal title to those school buildings and school sites shall be deemed transferred by operation of law to the school board of the school district; and

**WHEREAS**, pursuant to Section 10-22.35B of the Illinois *School Code* (105 ILCS 5/10-22.35B), Seller holds title to the real estate located at 422 West Krenz Avenue, Cary, Illinois 60013, Illinois, McHenry County, commonly known as the Maplewood School, and further identified as P.I.N.s 19-13-130-001, 19-13-202-001, 19-13-202-002, 19-13-202-003 and 19-12-377-006 and legally described on Exhibit “A” attached hereto and made a part hereof (said real estate, together with all improvements, fixtures, easements, appurtenances and benefits pertaining thereto being hereinafter referred to as the “Real Estate”); and

**WHEREAS**, Purchaser desires to purchase the Real Estate from Seller, and Seller desires to sell the Real Estate to Purchaser, upon the terms and conditions hereinafter set forth; and

**WHEREAS**, pursuant to Section 5-22 of the *School Code*, Seller has the authority to transfer title of the Real Estate to Purchaser; and

**WHEREAS**, Seller has determined, by two-thirds of its Board of Education, that the Real Estate is unnecessary, unsuitable and inconvenient.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of Seller and Purchaser, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. **Sale and Purchase.** Seller agrees to sell and Purchaser agrees to purchase the Real Estate on the terms and conditions herein set forth at a price of Two Million Seven Hundred Fifty Thousand and No/100 Dollars (\$2,750,000.00) (“Purchase Price”), plus or minus prorations at the time of Closing, as hereinafter defined. Within three (3) business days of the execution of this Agreement by the Seller, Purchaser shall pay Ten Thousand Dollars (\$10,000.00) as earnest money (hereinafter “Earnest Money”). The Earnest Money shall

be applied to the Purchase Price at the Closing, as defined in Paragraph 6 below. The Earnest Money shall be held by the Title Company, as hereinafter defined, in a strict joint order escrow, for the mutual benefit of the parties. The cost of the joint order escrow shall be borne by Purchaser. In the event that this Agreement is terminated or the transaction herein described is not consummated for a reason other than a default of the Purchaser, the Earnest Money, less any amounts due Seller under Paragraph 11.1 or 11.2, together with any interest earned thereon, shall be refunded to Purchaser. Purchaser shall pay the balance of the Purchase Price, as adjusted by prorations as described in the Agreement, at the Closing by certified or cashier's check or check from the Title Company.

2. **Conveyance.** At the Closing, Seller shall convey or cause to be conveyed to Purchaser or Purchaser's nominee by recordable Quit Claim Deed (the "Deed") the Real Estate, subject only to (a) general real estate taxes not due and payable as of the date of the Closing; (b) acts of Purchaser; (c) covenants, conditions and restrictions of record; all easements; existing leases and tenancies; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; and (d) exceptions or conditions contained on the survey, dated May 19, 2017, and the title commitment, dated July 12, 2019, which were disclosed to Purchaser as part of the bidder's information packet (the "Permitted Exceptions"). Items which are not permitted exceptions specifically detailed herein shall be considered Unpermitted Exceptions.
3. **Survey.** Seller agrees to deliver to Purchaser, at least fourteen (14) days prior to the Closing, at Seller's sole cost and expense, two (2) copies of a an ALTA survey dated not more than six (6) months before the date of Closing.
4. **Evidence of Title.** Purchaser acknowledges receipt of a title commitment, dated July 12, 2019, prepared by Chicago Title Insurance Company (hereinafter referred to as the "Title Company") for an ALTA owner's title insurance policy. Seller shall deliver to Purchaser an updated title commitment from the Title Company at least two (2) weeks prior to Closing, subject only to the Permitted Exceptions. At the Closing, the Seller shall provide Purchaser with a title insurance policy in the amount of the Purchase Price, subject only to the Permitted Exceptions. All costs of obtaining the aforesaid commitment and title policy shall be paid by Seller. The cost of any endorsements or extended coverage shall be borne by Purchaser.
5. **Correction of Defects.** If the title commitment to be provided to Purchaser under Paragraph 4 contains Unpermitted Exceptions, and Seller provides written notice to Purchaser of those Unpermitted Exceptions to which it objects within five (5) days of Purchaser's receipt of the title commitment, Seller shall have thirty (30) days from the date of delivery thereof to have the exceptions removed from the title commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and, in such event, the Closing shall be extended to a date fifteen (15) days after delivery of the corrected commitment or the time specified in Paragraph 6 hereof, whichever is later. If Purchaser fails to provide timely written notice of any Unpermitted Exceptions within the time provided, all items raised on the title commitment shall become Permitted Exceptions. If Seller fails to have the Unpermitted Exceptions

removed, or in the alternative, to obtain the commitment for title insurance specified above, as to such exceptions within the specified time, Purchaser may, upon five (5) days prior written notice, terminate this Agreement.

6. **Closing.** The Closing of the transaction herein described (the "Closing") shall be a date mutually agreeable to the parties within thirty (30) days after the expiration of the Government Approval Period (including any extensions thereof) provided in Paragraph 11.2 of this Agreement, at the offices of the Title Company or at such other location as the parties hereto mutually agree. The transaction herein contemplated may, upon election of either party, be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of a Deed and Money escrow then in use by said Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the consideration and delivery of the Deed shall be made through the escrow and the cost of said escrow shall be equally divided between Seller and Purchaser.
7. **Delivery of Possession.** Seller shall deliver possession and control of the Real Estate on the day of the Closing.
8. **Closing Adjustments.** The Real Estate is exempt from real estate taxes, as such proration for such taxes shall be made. Any stamp tax imposed by law by the State of Illinois, the County of McHenry, and any municipality, on the transfer of title shall be paid by Purchaser.
9. **Covenants, Representations, and Warranties.** In order to induce Purchaser to enter into this Agreement, Seller hereby represents to Purchaser as of the date hereof and as of the date of Closing that, to the best of Seller's knowledge:
  - A. **Authority of Seller.** Seller has full power to execute, seal, acknowledge and deliver this Agreement, and to consummate each and all of the transactions contemplated hereby.
  - B. **Violation of Laws.** Seller has not received any notice relating to any violations of applicable laws, ordinances, statutes, rules, regulations and restrictions pertaining to or affecting the Real Estate.
  - C. **Notice of Legal Proceedings.** Seller has not received any notice relating to any legal actions, suits, or other legal or administrative proceedings, including pending assessments, condemnation, eminent domain, or quiet title cases, pending or threatened, against the Real Estate.
  - D. **Foreign Status of Seller.** Section 1445 of the Internal Revenue Code (the "Code") does not apply to this transaction in that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations). On or before the date of the

Closing Seller shall provide Purchaser with an affidavit of compliance with Section 1445, as set forth in the Code and applicable Regulations. If Seller fails to provide the necessary affidavit and/or documentation of exemption on or before the date of Closing, or if Purchaser has reason to believe such affidavit is false or incorrect, Purchaser shall have the right to proceed with the withholding provisions as set forth in Section 1445 of the Code.

- E. Notice of Action. From the date hereof through the Closing, Seller shall promptly comply with and forthwith give notice to Purchaser of all notices received by Seller relating to the Real Estate given pursuant to any threatened or actual litigation or any state, city, or municipal law, ordinance, regulation, or order, and shall comply with the requirements of any authority, state, city or municipal department or other governmental entity having jurisdiction over the Real Estate or the use thereof.
10. Provisions with Respect to the Closing. At the Closing, Seller shall deliver (in addition to the Deed referred to in paragraph 2 above) to the Purchaser the following fully executed documents (“Closing Documents”):
- A. A non-foreign affidavit in accordance with Section 1445 of the Internal Revenue Code;
  - B. Affidavit of Title in customary form;
  - C. Closing Statement executed by the parties;
  - D. Applicable Real Estate Transfer Declarations;
  - E. Quit Claim Deed in customary form conveying the Real Estate to Purchaser subject only to the Permitted Exceptions; and
  - F. All such further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and any and all such further instruments and documents as are reasonably required by the Title Company to issue the title policy described in Paragraph 4 hereof.
11. Conditions to Purchaser's Obligations to Close. Purchaser shall have no obligation to consummate the transaction provided for by this Agreement (but Purchaser shall be entitled to consummate the transaction provided hereby) unless each and every one of the following conditions shall have been satisfied:
- A. This Agreement shall not have been previously terminated pursuant to any other provision hereof.
  - B. The Seller shall be prepared to deliver to Purchaser all instruments and documents to be delivered to Purchaser at the Closing pursuant to the terms and provisions hereof.

- C. No eminent domain or condemnation proceeding shall have been initiated which might result in the taking of any part of the Real Estate. Seller shall immediately notify Purchaser in writing of the occurrence of any eminent domain proceedings, or the receipt of a written notice stating that such an action is contemplated.
- D. There shall have been no material change in, damage to, or casualty suffered by the Real Estate. In the event of any casualty the provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.

11.1 **Feasibility Period.**

- A. Notwithstanding anything in this Agreement to the contrary, the Purchaser shall have 270 days from the date of the last party to execute this Agreement (the "Feasibility Period") to seek any and all government approvals necessary for its use of the Real Estate and to conduct such reasonable tests, studies and examinations as it may deem necessary or appropriate to determine the acceptability of the Real Estate for purchase by the Purchaser (the "Feasibility"). The Purchaser and its agents shall have the right to enter upon the Real Estate for the purpose of inspecting the Real Estate in accordance with this Paragraph, provided that the Purchaser provides twenty-four (24) hours' advanced notice to Seller.
- B. The Purchaser understands and agrees that all such inspections and reviews shall be conducted in a manner so as to provide a minimum of disturbance to the Real Estate; provided, however, that Purchaser shall be permitted to conduct reasonable geotechnical, environmental and other invasive testing of the Real Estate so long as such test do not have an adverse effect on the future use of the Real Estate and the Real Estate is returned to a condition substantially similar to that which existed before such tests were conducted.
- C. If, after undertaking such efforts, the Purchaser, in its sole discretion, reasonably determines it shall not proceed with the acquisition of the Real Estate due to the condition of the Real Estate, the Purchaser may, by written notice to the Seller given not later than the expiration of the Feasibility Period, notify the Seller of the Purchaser's inability to satisfy itself with respect to the Real Estate and its election to declare this Agreement cancelled and null and void. In such event, the Purchaser shall be entitled to a refund of its Earnest Money, together with any interest or earnings thereon, if any.
- D. In the event that the Purchaser does not notify the Seller that the Purchaser has elected to declare this Agreement cancelled and null and void in the manner and within the time period set forth in this Section, this Agreement shall remain in full force and effect, except that the Purchaser's option to satisfy itself as to the above matters or to declare this Agreement cancelled and null and void as a result thereof and shall be terminated and be of no force and effect.

- E. The Purchaser's satisfaction of itself of the matters set forth in this Section shall be done for the Purchaser's own account and not as a representative or agent of the Seller. Further, the Purchaser shall indemnify, defend, and hold harmless the Board of Education of Cary Community Consolidated School District No. 26, McHenry County & Lake County, Illinois, its individual Board members, employees and agents from any losses, costs, damages, attorneys' fees and all other expenses of any nature whatsoever of which the Board of Education of Cary Community Consolidated School District No. 26, McHenry County & Lake County, Illinois, its individual Board members, employees and agents may suffer, expend or incur and which arise out of, relate to, or are connected with the Purchaser's due diligence during the Feasibility Period.

## 11.2 **Government Approval Period.**

- A. Beginning upon the expiration of the Feasibility Period, Purchaser shall have an additional period of 180 days commencing from the date of the expiration of the Feasibility Period to obtain all applicable governmental approvals required for Purchaser's proposed development ("Government Approval Period"). Within two (2) days of the commencement of the Government Approval Period, Purchaser shall deposit an additional Forty Thousand Dollars (\$40,000.00) in Earnest Money with the Title Company, and the Earnest Money shall become non-refundable (unless this Agreement is terminated because of a default by Seller) but remain applicable to the Purchase Price. Within said two (2) day period, Purchaser shall also provide Seller with a written description and schematic design of its intended use of and development of the Real Estate ("Development Plan"). Purchaser shall seek to develop the Real Estate in substantial accordance with such Development Plan; however, Purchaser shall be permitted to modify the Development Plan as needed to obtain the necessary governmental approvals to develop the Real Estate. In addition, Purchaser shall also seek governmental approval for the use of the Real Estate by Seller as contemplated in Section 12 below. Purchaser shall have the right to extend the Government Approval Period for up to two (2) additional periods of sixty (60) days each, by depositing with the Title Company an additional sum of Twenty-Five Thousand Dollars (\$25,000.00) for each sixty (60) day extension. Said amount shall be non-refundable (unless this Agreement is terminated because of a default by Seller) but applicable to the Purchase Price.
- B. If Purchaser determines in good faith and after reasonable efforts it is unable to obtain the governmental approvals required for Purchaser's proposed development of the Real Estate, Purchaser may, provide written notice to Seller given not later than the expiration of the Government Approval Period, or any extension thereof, of such and its election to declare this Agreement cancelled and null and void.
- C. In the event that Purchaser does not notify Seller that Purchaser has elected to declare this Agreement cancelled and null and void in the manner and within the time period set forth in Paragraph 11.2(B), this Agreement shall remain in full force and effect, except that Purchaser's option to satisfy itself as to the above matters or

to declare this Agreement cancelled and null and void shall be terminated and be of no force and effect.

12. **Post-Closing Possession.** Purchaser grants Seller the right to maintain Seller's bus barn on the Real Estate for a period of up to one (1) year from the date of Closing to relocate said bus barn ("Post-Closing Possession") to another location. In connection therewith, Purchaser also grants Seller reasonable access to and from the Real Estate to utilize and relocate the bus barn. During the Post-Closing Possession, Purchaser shall take no action to interfere with the Seller's use and relocation of the bus barn. Seller shall take no action to encumber title to the Real Estate during the Post-Closing Possession period. This Paragraph shall survive Closing. Seller shall name the Purchaser as an additional insured on its commercial general liability insurance policy. Seller shall also indemnify and hold harmless Purchaser from and against any and all damages, costs, fees, and expenses, including, but not limited to reasonable attorney's fees, that arise out of, relate to, or are connected with Seller's acts or omissions while using the Real Estate after Closing.
13. **Notices.** Any notices and communications required to be given under this Agreement, with the sole exception of the twenty-four (24) hour notice in Paragraph 11.1(A), which may be sent *via* electronic mail, to the appropriate emails below, shall be in writing and delivered *via* personal delivery, overnight courier, or United States mail (certified or registered). Notices shall be deemed given when received, if personally delivered; on the first business day after depositing with an overnight courier, with all fees prepaid; or on the third business day after depositing with the United States mail (certified or registered), postage prepaid. Notices shall be addressed as follows or to such other addresses as either party shall provide to the other party in writing:

If to Seller: Cary Community Consolidated School District No. 26  
Attn: Dr. Brian Coleman  
2115 Crystal Lake Road  
Cary, Illinois 60013  
bcoleman@CARY26.ORG

with a copy to: Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP  
Attn: James S. Levi  
3030 Salt Creek Lane, Suite 202  
Arlington Heights, Illinois 60005  
jlevi@hlerk.com

If to Purchaser: AR Building Company, Inc.  
Attn: Jason Kambitsis  
310 Seven Fields Blvd.  
Seven Fields, Pennsylvania 16046

with a copy to: Nixon Law Firm, LLC  
David Nixon, Esquire  
310 Seven Fields Blvd. Seven Fields, Pennsylvania 16046



14. **Time.** Time is of the essence of this Agreement.
15. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Illinois, notwithstanding its choice of law provisions. Any action to enforce the terms of this Agreement shall be brought in the McHenry County Circuit Court or the U.S. District Court, Northern District, Eastern Division, as the case may be. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms shall refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this Agreement. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and the words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. The terms “include,” “including” and similar terms shall be construed as if followed by the phrase “without being limited to.”
16. **Business Days.** If the date for Closing, or performance of an obligation falls on a Saturday, Sunday or holiday, the date shall be deferred until the first business day following such a date. This Agreement contains the entire agreement between the parties hereto relative to the sale of the Real Estate and all prior and contemporaneous understandings and agreements heretofore entered into relating to such sale are merged in this Agreement, which alone fully and completely expresses the agreement of the parties. No amendments, modifications or changes shall be binding upon a party unless set forth in a duly executed document.
17. **Broker.** Each party represents and warrants to the other that no real estate broker or agent other than CBRE, Inc. has been instrumental in the procurement of this Agreement. Seller shall pay to CBRE, Inc. any and all commissions or brokerage fees arising out of this transaction pursuant to a separate contract between Seller and CBRE, Inc. Purchaser and Seller represent and warrant that no other real estate commission or compensation shall be payable by such parties with respect to the procurement and execution of this Contract or the sale of the Real Estate. Each party shall defend, indemnify and save the other party harmless against any loss, liability, cost or other expense, including reasonable attorneys’ fees that may be incurred by such other party by reason of any breach of the foregoing warranties.
18. **Waiver.** Purchaser and Seller reserve the right to waive any of the conditions precedent to its obligations hereunder. No such waiver, and no modification, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such waiver, modification, amendment, discharge or change is sought.
19. **Binding Effect and Survival.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

20. **Captions.** The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
21. **Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart; provided, however, that this Agreement shall not be binding upon any party or signatory hereto until each person or entity which is to execute this Agreement has so executed a counterpart thereof.
22. **Entire Agreement.** This Agreement represents the entire Agreement between the parties to the subject matter hereof and supersedes any prior negotiations between the parties.
23. **Amendment.** This Agreement may only be amended by written agreement of both parties.
24. **Effective Date.** Effective Date shall mean the last date on which both the Seller and the Purchaser have executed this Agreement.
25. **Assignment.** Neither party shall have the right to assign this Agreement without the other party's prior written consent; provided, however, Purchaser shall be entitled to assign this Agreement to a single purpose entity controlled by Purchaser and or its principals without the prior written consent of the Seller. Purchaser shall provide written notice of an assignment hereunder to Seller within five (5) days of such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Purchase Agreement as of the day first above written.

**SELLER:**

**BOARD OF EDUCATION OF  
CARY COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT NO. 26  
MCHENRY COUNTY  
& LAKE COUNTY, ILLINOIS**


By: \_\_\_\_\_  
Its: President  
Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: Secretary  
Dated: \_\_\_\_\_

**PURCHASER:**

**AR BUILDING COMPANY, INC.**

By:   
Its: PRESIDENT  
Dated: 3-18-21

**EXHIBIT A  
TO REAL ESTATE PURCHASE AGREEMENT  
LEGAL DESCRIPTION OF THE REAL ESTATE**

**PARCEL 1:**

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN RIGHT OF WAY LINE, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF NORTH LINE OF KRENZ AVENUE AND THE EAST LINE OF SCHOOL STREET AS SHOWN BY THE PLAT OF FRANKE'S WEST SIDE ADDITION TO CARY, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1945, AS DOCUMENT NO. 186787, IN BOOK 10 OF PLATS, PAGE 23; THENCE NORTH ALONG THE EAST LINE OF SAID SCHOOL STREET AND SAID LINE EXTENDED NORTH FOR A DISTANCE OF 450 FEET FOR A PLACE OF BEGINNING; THENCE NORTH ON A CONTINUATION OF THE LAST DESCRIBED LINE 735.3 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY 1044.38 FEET TO A POINT; SAID POINT BEING IN LINE WITH THE EAST LINE OF LOT 28 OF AFORESAID FRANKE'S WEST SIDE ADDITION TO CARY EXTENDED NORTH; THENCE SOUTH ALONG SAID EXTENDED LINE 405 FEET TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF AFORESAID FRANKE'S WEST SIDE ADDITION TO CARY 230 FEET TO THE WEST LINE OF PRAIRIE STREET AS SHOWN BY SAID FRANKE'S WEST SIDE ADDITION TO CARY; THENCE NORTH ON A LINE BEING THE WEST LINE OF PRAIRIE STREET EXTENDED NORTH FOR A DISTANCE OF 300 FEET TO THE NORTHEAST CORNER OF A CERTAIN TRACT OF LAND CONVEYED BY WARRANTY DEED FROM ARTHUR FRANKE AND ALIDA FRANKE, HIS WIFE, TO COUNTY BOARD OF SCHOOL TRUSTEES OF MCHENRY COUNTY, ILLINOIS, FOR THE USE OF CARY COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 26, DATED DECEMBER 31, 1954 AND RECORDED JANUARY 3, 1955, AS DOCUMENT 287450; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT SO CONVEYED 594.0 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PART OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF KRENZ AVENUE WITH THE EAST LINE OF SCHOOL STREET AS PLATTED IN FRANKE'S WEST SIDE ADDITION TO CARY; THENCE NORTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED, 230.0 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID EAST LINE EXTENDED, 220.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF KRENZ AVENUE AS AFORESAID, 593.95 FEET TO THE WEST LINE OF PRAIRIE STREET EXTENDED; THENCE SOUTH ALONG SAID

WEST LINE EXTENDED, 220.0 FEET; THENCE WESTERLY 594.0 FEET TO THE PLACE OF BEGINNING, BEING SITUATED IN THE VILLAGE OF CARY, MCHENRY COUNTY, ILLINOIS.

**PARCEL 3:**

PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: STARTING AT THE NORTHEAST CORNER OF LOT NUMBER 9 AS SHOWN BY THE PLAT OF "KRENZ ADDITION TO CARY, ILLINOIS", SAID POINT BEING OF RECORD IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS IN BOOK 4 OF PLATS, PAGE 33; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 80 DEGREES 11 MINUTES TO THE RIGHT MEASURED FROM THE NORTHERLY LINE OF SAID "KRENZ ADDITION" FOR A DISTANCE OF 210 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE NORTHERLY ON SAID LAST DEFINED LINE PRODUCED, FOR A DISTANCE OF 230 FEET; THENCE WESTERLY ON A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID "KRENZ ADDITION TO CARY, ILLINOIS" FOR A DISTANCE OF 594 FEET; THENCE SOUTHERLY 230 FEET TO A POINT WHICH IS 210 FEET NORTHERLY FROM THE NORTHWEST CORNER OF LOT NUMBER 17 IN SAID "KRENZ ADDITION" AND 594 FEET WESTERLY FROM THE AFORESAID PLACE OF BEGINNING; THENCE EASTERLY 594 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

**Permanent Index Numbers:** 19-13-130-001, 19-13-202-001, 19-13-202-002, 19-13-202-003 and 19-12-377-006

**Common Address:** 422 West Krenz Avenue, Cary, Illinois 60013